



**Administrative Building Design Task Force Meeting
Wednesday, December 18, 2019 – 11:00 a.m.
or immediately following the County Council meeting
Bud Clayton Memorial Room,
2069 Battersea Road, Glenburnie, ON**

Agenda

Page

1. Call to Order

2. Adoption of the Agenda

- a) **That** the agenda for the December 18, 2019 meeting of the Administrative Building Design Task Force be adopted.

3. Disclosure of Pecuniary Interest and General Nature Thereof

4. Adoption of Minutes

- a) Minutes of Meeting held September 18, 2019
That the minutes of the Administrative Design Task Force meeting held September 18, 2019 be adopted.

5. Deputations and/or Presentations

6. Reports

- a) **2019-160
Office of the Chief Administrative Officer
Authorization for staff to proceed with Phase #3 of the Work Plan
for the County Administrative Building**

Recommendation:

Be It Resolved That the Office of the Chief Administrative Officer – Authorization for staff to proceed with Phase #3 of the Work Plan for the County Administrative Building report be received;

And Further That Council approve the redevelopment of the County Administrative Building, to be funded at _____% taken from the Capital Reserve and _____% be borrowed;

3 - 5

6 - 18

And Further That staff be directed to proceed with Phase #3 of the Work Plan that being the issuance of an RFP for Detailed Design as identified Report 2019-116.

7. **Communications**
8. **Other Business**
9. **Next Meeting**
10. **Adjournment**



**Minutes of the Administrative Building Design Task Force Meeting
September 18, 2019**

A meeting of the Administrative Building Design Task Force was held in the Bud Clayton Memorial Room, County Administrative Office, 2069 Battersea Road, Glenburnie on Wednesday, July 17, 2019 at 12:37 p.m.

Present:

Councillor Vandewal - Chair
Councillor Doyle – Vice Chair
Councillor Martin
Councillor MacDonald

Staff Present:

Jannette Amini, Manager of Legislative Services/Clerk (Recording Secretary)
Susan Brant, Director of Corporate Services/Treasurer
Kevin Farrell, Manager of Continuous Improvement/GIS
Kelly Pender, Chief Administrative Officer

CRCA Present:

Alan Revill, Chair, CRCA Board
Garry Hewett, Vice Chair, CRCA Board
Terry Richardson, CRCA Board
Ross Sutherland, CRCA Board
Geoff Rae, General Manager
Tom Beaubiah, Manager, Conservation Lands

1. Call to Order

The Chair called the meeting to order at 12:37 p.m.

2. Adoption of the Agenda

Moved By: Councillor Doyle
Seconded By: Councillor Martin

That the agenda for the September 18, 2019 meeting of the Administrative Building Design Task Force be adopted.

Carried

3. Disclosure of Pecuniary Interest and General Nature Thereof

There were none.

4. Adoption of Minutes

a) Minutes of Meeting held July 17, 2019

Moved By: Councillor Martin
Seconded By: Councillor Doyle

That the minutes of the Administrative Design Task Force meeting held July 17, 2019 be adopted.

Carried

5. Deputations and/or Presentations

~~~~~

**6. Reports**

**a) 2019-116  
Office of the Chief Administrative Officer  
Approval of the Work Plan and authorization for staff to proceed with  
Phase #1 and #2 for the County Administrative Building**

Moved By: Councillor Doyle  
Seconded By: Councillor Martin

**Be It Resolved That** the Office of the Chief Administrative Officer – Approval of the Work Plan and authorization for staff to proceed with Phase #1 and #2 for the County Administrative Building report be received;

**And Further That** staff be directed to proceed with Phase #1 and #2 of the Work Plan as identified in the report and report back to the Administrative Building Design Task Force in December.

**Carried**

Concerns were again expressed around the uncertainty of the Provincial Government, although it was noted that the intent of the redevelopment of this building would be that Frontenac Paramedics relocates. It is suspected though that many of these proposed recommendations will not move ahead before any decisions by the Province are made regarding paramedic services.

**7. Communications**

~~~~~




Report 2019-160

Council Recommend Information Report

To: Warden and Council
From: Kelly Pender, Chief Administrative Officer
Prepared by: Kelly Pender, Chief Administrative Office
Date of meeting: December 18, 2019
Re: **Office of the Chief Administrative Officer – Authorization for staff to proceed with Phase #3 of the Work Plan for the County Administrative Building**

Recommendation

Be It Resolved That the Office of the Chief Administrative Officer – Authorization for staff to proceed with Phase #3 of the Work Plan for the County Administrative Building report be received;

And Further That Council approve the redevelopment of the County Administrative Building, to be funded at ____% taken from the Capital Reserve and ____% be borrowed;

And Further That staff be directed to proceed with Phase #3 of the Work Plan that being the issuance of an RFP for Detailed Design as identified Report 2019-116.

Background

At its September 18, 2019 meeting, the Administrative Building Design Task Force was updated on Council's approval at its September 18, 2019 meeting of the resolution forwarded to it by the Administrative Building Design Task Force and as a result, staff presented the work plan below for the Task Force's consideration.

Phase #	Item	Date	Discussion
1.	Develop Memorandum of Understanding (MOU) regarding detailed design	Sept to Dec 19	<ul style="list-style-type: none"> • Options for discussion: <ul style="list-style-type: none"> ○ County pays up front, CRCA pays back if they pull out, CRCA % of design costs incorporated into lease

	process and outline/principles for lease		<ul style="list-style-type: none"> ○ Both parties pay 50% up front • Lease based upon 100% of dedicated CRCA space + % of common space • Utilities – separate pay own, pay %, or incorporated into lease pmt • Capital replacement/maintenance costs
2.	Funding Analysis	Sep to Dec 19	<ul style="list-style-type: none"> • Reserves options • Borrowing costs/options
Decision Point			
3.	RFP for Detailed Design	Jan to Mar 20	<ul style="list-style-type: none"> • Includes testing, soils, materials • Joint committee to select/recommend architecture firm • Determine interim accommodations plan and/or project phasing
Decision Point			
4.	Building Fit Up	Spring 20	<ul style="list-style-type: none"> • Product selection/procurement <ul style="list-style-type: none"> ○ Both parties responsible for own costs
5.	Tendering for Construction	Apr-Jun 20	<ul style="list-style-type: none"> • Joint committee to review and recommend contractor
6.	Construction Window	Jul 20 to Jul 21	<ul style="list-style-type: none"> • Project reporting/project management
7.	Building Commissioning	Fall 21	<ul style="list-style-type: none"> • Moving related costs • Finalize constructions costs and lease amount.

At that same meeting, the Task Force passed the following resolution:

Be It Resolved That the Office of the Chief Administrative Officer – Approval of the Work Plan and authorization for staff to proceed with Phase #1 and #2 for the County Administrative Building report be received;

And Further That staff be directed to proceed with Phase #1 and #2 of the Work Plan as identified in the report and report back to the Administrative Building Design Task Force in December.

Comment

Staff have worked collaboratively with the CRCA to develop a draft Memorandum of Understanding (MOU) between the two partners, attached as Appendix A to this report. When the MOU has been executed, the parties will commence negotiations regarding the commercial arrangements for a long term lease based upon the following terms:

Recommend Report to the Administrative Building Design Task Force
 Report of the Chief Administrative Officer – Authorization for staff to proceed with Phase #3 of the Work Plan for the County Administrative Building
 December 18, 2019

- i. Term will be 21 years, with renewable options to be determined
- ii. Lease payments will include items agreed as follows:
 - 1. Architectural fees
 - 2. Pre-construction costs required to complete design works such as testing, bore holes or engineering
 - 3. All construction costs required to achieve typical office standards/ meeting room standards
 - 4. Amenity and site works agreed to such as parking, driveway access
 - 5. Common area furniture, fixtures and equipment (FFE) specific to the area as agreed to, e.g., board room tables or AV equipment
 - 6. Janitorial services for common areas at a level to be described in the final agreement, but which shall generally consist of weekly during summer (defined as May-October) and twice per week during the winter season (defined as November-April). Plus an allowance for two (2) deep cleaning sessions on season change over
 - 7. Snow plowing and landscape maintenance for areas agreed to and defined in the agreement, but generally described as staff/visitor parking, grass cutting in the vicinity of the facility and landscape/garden maintenance adjacent to the facility, but not including parking/grounds/gardens in associated with Fairmount Home
 - 8. Utility costs based upon the agreed to formula
 - 9. A Common Area Maintenance (CAM) charge as agreed to by the parties. The use of which shall be more fully described in the final agreement, but shall generally include routine maintenance, replacement or refurbishment of the common areas of the facility
 - 10. An administrative fee at a percentage to be determined and negotiated by the parties for the purpose of debt and financial administration.
 - 11. Depreciation based upon the total cost of construction, straight line over 50 years
- iii. Lease payments will exclude items agreed to as follows:
 - 1. Furniture, fixtures and equipment for dedicated spaces. Or could be amortized, but not on a shared cost basis.
 - 2. Legal costs related to document review for each party
 - 3. Janitorial services for dedicated space
 - 4. Telephone and internet costs
- iv. The lease payment for the tenant will be calculated based upon:
 - 1. Dedicated Tennant Space (sq.ft.) + Dedicated Landlord Space (sq.ft.) = Total Dedicated Space (sq.ft.)
 - 2. Dedicated Tennant Space (sq.ft.) / Total Dedicated Space = Tennant % Share of Dedicated Space
 - 3. Dedicated Landlord Space / Total Dedicated Space = Landlord % Share of Dedicated Space
 - 4. Total Dedicated Space (sq.ft.) + Common Space (sq.ft.) = Total Facility Space (sq.ft.)
 - 5. The parties agree that shared matters agreed to in the lease will be based upon the percent share for each party.

Building Borrowing (%)	50%
Mechanical & Equipment Borrowing <10 years (%)	0%
Mechanical & Equipment Borrowing >10 years (%)	0%
Land Improvements Borrowing (%)	50%
Interest on Debt	5%
Term for Debt	20
2024 Predicted Assessment (% FPS Allocated to City of Kingston)	77%
Anticipated Surplus/Deficit	\$0.00

Although the above motion recommends 50% borrowing to finance building projects, staff recommend the Administrative building be fully discuss this option to ensure the sustainability of the County's Reserves.

Staff retained Colbourne, Kembel, Architect to provide a preliminary analysis of the County Administrative Building. In addition, Council approved the allocation \$100,000 of the County's Municipal Modernization Fund to cover the cost of the Detailed Design. Staff are recommending to proceed with the RFP for Detailed Design.

Strategic Priority Implications

Priority 3: Champion and coordinate collaborative efforts with partners to resolve complex problems otherwise beyond the reach

Specifically, the objectives that support this strategy states that the County will continue to pursue collaborative opportunities to achieve service and cost efficiencies and other economies through cost-sharing and shared services. This priority identifies the CRCA as a current and potential project partner

In addition, shared facilities reduce the overall environmental foot print required to occupy two separate facilities. Depending upon outcomes/options in terms of a shared facility, the overall greenhouse gas foot print of the County could be reduced as a result of this project, thereby assisting in meeting our GHG emission requirements as noted in the County's Energy Conservation and Demand Management Plan.

Financial Implications

There are no financial implications directly associated with this report. Financial impacts will be more appropriately identified when final decisions are made.

Organizations, Departments and Individuals Consulted and/or Affected

Susan Brant, Director of Corporate Services/Treasurer
 Kevin Farrell, Manager of Continuous Improvement/GIS
 Cataraqui Region Conservation Authority (CRCA)

**MEMORANDUM OF UNDERSTANDING
ADMINISTRATIVE FACILITY PROCESS**

This agreement made as of this _____ day of _____ 2019.

BETWEEN

The Cataraqui Region Conservation Authority
(Hereinafter called "CRCA" or the "Tennant")

AND

The Corporation of the County of Frontenac
(Hereinafter called the "County" or "CofF" or the "Landlord")

WHEREAS: Section 20 of the Municipal Act, S.O. 2001, c.25 provides that a municipality may enter into agreements with one or more municipalities or local boards for their joint benefit to provide a service or thing for their mutual benefit and the benefit of their respective inhabitants subject to the consent of the municipality or local board in which the service or thing is provided;

AND WHEREAS: the parties are interested in establishing a framework for the purpose of developing design and construction drawings for a joint administrative facility at the site of the current County administration building at 2069 Battersea Rd in the City of Kingston;

AND WHEREAS: the parties have agreed to enter into an agreement in order to formalize a partnership, set out the terms and conditions of the partnership and establish the requirements related to the termination of the agreement in the event that either party elects to dissolve the partnership and/or end further discussions;

AND WHEREAS: the County is prepared to assume the lead partner for the purpose of procurement of consulting services related to the project;

NOW THEREFORE, in consideration of the mutual covenants, conditions, considerations and payments herein contained, the parties mutually agree as follows:

1. INTRODUCTION

- a. This agreement is intended to provide a framework for the establishment of a shared administration facility serving both parties, including:
 - i. Detailed design
 - ii. Construction/Tender documents
 - iii. Cost Estimates
 - iv. General terms for a lease agreement should the parties move onto construction

- v. Terms and conditions for the dissolution of this agreement should either party wish to end the partnership prior to tendering.

2. DEFINITIONS

- a. **Council or Board** – means the elected members of the council or board for each of the parties to this agreement.
- b. **Chief Administrative Officer (CAO)** – is the senior staff member for the County.
- c. **Common Space** – Space that is available and open to either party such as meeting rooms, lunch rooms or such other space as the parties may determine.
- d. **Dedicated Space** – space allocated to and controlled exclusively by one of the parties.
- e. **General Manager (GM)** – is the senior staff member for the CRCA.
- f. **Facility** – is the proposed joint administrative building located at 2069 Battersea Road in the City of Kingston.
- g. **Landlord** – for the purpose of this agreement, the County of Frontenac will be considered to be the Landlord for the proposed facility
- h. **Request for Proposals (RFP)** – is a form of procurement intended to solicit competitive bids for a project or proposal where the project requirements are not capable of being specifically delineated; bidders are invited to propose a solution to a problem, requirement or objective; and/or the selection of a vendor is to be based upon the effectiveness of the proposed solution rather than on the price alone.
- i. **Tenant** – for the purpose of this agreement, the Cataraqui Region Conservation Authority will be considered to be the Tenant for the proposed facility.

3. GENERAL

- a. The parties agree that for the purposes of this agreement, the procurement policies of the County of Frontenac shall be utilized and take precedence.
- b. Jointly the parties will develop a Request for Proposal (RFP) for the purpose of engaging architectural assistance with respect to the construction of the Facility. The RFP will solicit services related to:
 - i. Detailed space/needs analysis conducted with each party, both individually and collectively
 - ii. A five step architectural service as per the Royal Architectural Institute of Canada Fee Guide¹:

¹ Determining Appropriate Fees for the Services of an Architect, Royal Architectural Institute of Canada, 2019, page 15.

Basic Architectural Services				
Project Assessment	Concept Approval	Approvals from Authorities		Award of Construction Contract
One	Two	Three	Four	Five
Schematic Design	Design Development	Construction Documents	Bidding or Negotiation	Construction Phase – Contract Administration
Architectural Services	Architectural Services	Architectural Services	Architectural Services	Architectural Services
<ul style="list-style-type: none"> • Client supplied data coordination • Program and budget evaluation • Architectural schematic design • Schematic design drawings and documents • Statement of probable construction costs 	<ul style="list-style-type: none"> • Client supplied data coordination • Design coordination • Architectural design development • Design development drawings and documents • Statement of probable construction costs • Client consultation • Agency consultation 	<ul style="list-style-type: none"> • Client supplied data coordination • Project coordination • Architectural construction documents (working drawings, form of construction contract and specifications • Document checking and coordination • Statement of probable construction costs • Client consultation • Interior construction documents • Consult authorities 	<ul style="list-style-type: none"> • Client supplied data coordination • Project coordination • Issue Bidding documents • Issue Addenda • Bid Evaluation • Construction Contract • Client Consultation • Separate Bids or Negotiated Bids • Services related to the bidders' proposals • Consult authorities 	<ul style="list-style-type: none"> • Contract administration and general/field review • Progress reports/evaluation • Process certificates for payment • Interpretation of contract documents • Review of shop drawings • Product data/sample • Change orders • Substantial performance report and certification • Client consultation • Interior construction • Record drawings

- c. The design/construction will be contemplated to be at the LEED Gold standards, but unless required by an external funding/granting agency, certification will not be a requirement
- d. Both parties will evaluate the bid submissions and make a determination whether or not to proceed to the next step.

4. Nature of the Lease Arrangements

- a. Immediately upon signing this MOU, the parties will commence negotiations regarding the commercial arrangements for a long term lease based upon the following terms:
 - i. Term will be 21 years, with renewable options to be determined

- ii. Lease payments will include items agreed as follows:
 - 1. Architectural fees
 - 2. Pre-construction costs required to complete design works such as testing, bore holes or engineering
 - 3. All construction costs required to achieve typical office standards/ meeting room standards
 - 4. Amenity and site works agreed to such as parking, driveway access
 - 5. Common area furniture, fixtures and equipment (FFE) specific to the area as agreed to, e.g., board room tables or AV equipment
 - 6. Janitorial services for common areas at a level to be described in the final agreement, but which shall generally consist of weekly during summer (defined as May-October) and twice per week during the winter season (defined as November-April). Plus an allowance for two (2) deep cleaning sessions on season change over
 - 7. Snow plowing and landscape maintenance for areas agreed to and defined in the agreement, but generally described as staff/visitor parking, grass cutting in the vicinity of the facility and landscape/garden maintenance adjacent to the facility, but not including parking/grounds/gardens in associated with Fairmount Home
 - 8. Utility costs based upon the agreed to formula
 - 9. A Common Area Maintenance (CAM) charge as agreed to by the parties. The use of which shall be more fully described in the final agreement, but shall generally include routine maintenance, replacement or refurbishment of the common areas of the facility
 - 10. An administrative fee at a percentage to be determined and negotiated by the parties for the purpose of debt and financial administration.
 - 11. Depreciation based upon the total cost of construction, straight line over 50 years
- iii. Lease payments will exclude items agreed to as follows:
 - 1. Furniture, fixtures and equipment for dedicated spaces. Or could be amortized, but not on a shared cost basis.
 - 2. Legal costs related to document review for each party
 - 3. Janitorial services for dedicated space
 - 4. Telephone and internet costs
- iv. The lease payment for the tenant will be calculated based upon:
 - 1. Dedicated Tennant Space (sq.ft.) + Dedicated Landlord Space (sq.ft.) = Total Dedicated Space (sq.ft.)
 - 2. Dedicated Tennant Space (sq.ft.) / Total Dedicated Space = Tennant % Share of Dedicated Space

3. $\text{Dedicated Landlord Space} / \text{Total Dedicated Space} = \text{Landlord \% Share of Dedicated Space}$
 4. $\text{Total Dedicated Space (sq.ft.)} + \text{Common Space (sq.ft.)} = \text{Total Facility Space (sq.ft.)}$
 5. The parties agree that shared matters agreed to in the lease will be based upon the percent share for each party.
- v. For illustration purposes only:
1. 800 sq.ft. Dedicated Tennant Space + 1,200 sq.ft. Dedicated Landlord Space = 2,000 sq.ft. Total Dedicated Space
 2. $800 \text{ sq.ft. Dedicated Tennant Space} / 2,000 \text{ sq.ft. Total Dedicated Space} = 40\% \text{ Tennant \% Share of Dedicated Space}$
 3. $1,200 \text{ sq.ft. Dedicated Landlord Space} / 2,000 \text{ sq.ft. Total Dedicated Space} = 60\% \text{ Landlord \% Share of Dedicated Space}$
 4. $2,000 \text{ sq.ft. Total Dedicated Space (sq.ft.)} + 500 \text{ sq.ft. Common Space} = 2,500 \text{ sq.ft. Total Facility Space}$
 5. A total construction cost of \$1,000,000 for the facility (including dedicated and common space, i.e., 2,500 sq.ft.) would be apportioned 40% to the tenant and 60% to the Landlord.
 - a. Likewise all agreed to shared costs would be apportioned similarly.

5. PARTNER RESPONSIBILITY

- a. Each party will be responsible for:
 - i. Providing timely and accurate input, comment and review of documents
 - ii. Own costs related to project management, arrangement of meetings, legal review, or other such non-construction costs.

6. LIABILITY

- a. Each party to this agreement shall assume full responsibility and cost for any actions or lack of actions brought against the partner for incidents or events that happen within their partner borders or are directly related to them as a result of their own negligent acts or omissions and no liability shall attach or accrue to the other parties.
- b. Despite Section 6 paragraph a), in the event that liability or action is brought against the parties collectively, then any cost or awards shall be split on a percent basis as per the percentage split funding formula in place on the day of the event or incident.
- c. Subject to paragraphs a) and b) above, each of the partners agrees to indemnify and hold the other partner harmless from and against all actions, suits, claims and demands which may be brought against or made upon another party including all loss, costs, charges and expenses as well as legal costs which may be incurred as a result of having entered into this agreement to the extent that such actions, suits, claims and demands arise from the

negligence of that partner in the carrying out of its obligations pursuant to this agreement.

7. AMENDMENTS

- a. Nothing in this agreement precludes the parties from making changes or modifications to the final lease agreement, provided both parties are in agreement.

8. TERMINATION AND AMENDMENTS

- a. This agreement shall remain in force until any party provides written notice of termination at least three (3) months prior to the desired date of termination. The party giving notice shall be responsible for the other parties' costs associated with agreement termination.
- b. If the parties agree to a termination of this Agreement, then the costs associated with termination will be split based upon the percentage split in the year of the termination.
 - i. Should termination occur before an apportionment share is determined, then the party terminating shall be responsible for 60% of costs accrued to date, or obligations resulting from this agreement.
- c. This Agreement may be amended at any time by the mutual consent of the parties in writing, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
- d. Upon signing a lease agreement, this agreement shall immediately become null and void.

9. DISPUTES AND DISAGREEMENTS

- a. If, during the term of this agreement, a dispute or disagreement arises between the parties that cannot be resolved by the GM and CAO, the following dispute resolution procedure will be followed:
 - i. A committee of the County Warden and the Chair of the Full Authority Board of CRCA supported by the CAO and GM will convene to attempt to resolve the issue.
 - ii. Failing paragraph i. above, within ninety (90) days or such timing as may be mutually agreeable, the parties will submit the dispute or disagreement to arbitration in accordance with the provision of the Municipal Arbitrations Act.
 - iii. The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator, who has been chosen jointly by the parties. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.

- iv. The parties agree to fully cooperate in any dispute or disagreement process, including the release of information and/or access to individuals.
- b. Except where clearly prevented by a dispute or disagreement that arises under this agreement, the parties shall continue performing their respective responsibilities under this agreement while the dispute or disagreement is being resolved in accordance with this Section, unless or until such responsibilities are lawfully terminated or expire in accordance with terms of this agreement.

10. NOTICE

Any notice that is required to be given pursuant to this agreement shall be deemed to have been validly given if delivered to the Attention of the Clerk to the following:

Cataraqui Region Conservation Authority
1641 Perth Road, P.O. Box 160
Glenburnie, Ontario K0H 1S0

County of Frontenac
2069 Battersea Road
Glenburnie, Ontario, K0H 1S0

11. SEVERABILITY

- a. In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then this agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect mutatis mutandis.

12. GOVERNING LAW

- a. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the said Corporations have hereto affixed their corporate seals as attested by the hands of their proper officer duly authorized in that regard.

**CATARAQUI REGION CONSERVATION
AUTHORITY**

Per:

Alan Revill, Chair

Per:

Donna Campbell, Assistant, Chair & GM

**THE CORPORATION OF THE COUNTY OF
FRONTENAC**

Per:

xxx, Warden

Per:

Kelly Pender, CAO