

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made as of the th day of 2017,

BETWEEN:

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

(“CITY”)

-and-

THE UNITED COUNTIES OF PRESCOTT AND RUSSELL

(“UCPR”)

WHEREAS the City proposes the construction of new fire services facilities on lands owned by the City in Rockland (1560 Laurier Street, described legally as CLARENCE CON 1 OS PT LOTS 26;AND 27 PLAN BELL 1908 LOT 12;N MAIN ST AND RP 50R289 PART;1 RP 50R4598 PT PART 2) and in Bourget (described legally as CON 5 PT LOT 21 RP 50R2235 PART 1 RP 50R2364 PART 1 RP50R3633 PART 19);

AND WHEREAS the City and UCPR have discussed construction of additions to each of the above-referenced proposed facilities for the purposes of accommodating UCPR paramedic/ambulance stations (“Paramedic Bases”);

AND WHEREAS the City proposes to proceed shortly with the final design and tender process;

AND WHEREAS the City and UCPR wish to identify and confirm the principle components of future long term lease agreements between the Parties for the purpose of allowing the City to proceed with the tender and construction of the above-referenced facilities, including the Paramedic Bases;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. This MOU does not create any legal obligations between the City and UCPR, but sets out the understanding reached between the Parties to date. The eventual lease agreements contemplated by this MOU may require further negotiation, and contain matters not identified in this MOU, as the City and UCPR may

pursue in good faith with a view to giving effect to the principles contained herein. Executed leases will include additional provisions typical of similar leasehold arrangements.

2. It is the intention of the parties that the City will construct for UCPR two new Paramedic Bases (one in Rockland, one in Bourget), in consideration of long-term leases of the facilities by UCPR. Subject to the conditions contained herein, the City intends to proceed with the construction of a four (4) bay Paramedic Base at the Rockland location, and a one (1) bay Paramedic Base at the Bourget location.
3. UCPR's stated requirements are for 6,975 square feet in Rockland, and 1,742 square feet in Bourget. These sizes include a drive-thru bay with a single overhead door at the front and back. In Rockland, facility is to include inside angle parking for 4 ambulances. In Bourget, the Paramedic Base would provide parking for one (1) ambulance. Each Paramedic Base is intended to be completely separated from the associated fire station by a common wall, although the Parties may agree to have a shared lockable door between both sides (to be discussed in the planning phase). Copies of the provided floor plans are attached to this MOU for reference only, as are the proposed floor plans for the new combined Fire/EMS stations.
4. The Rockland Paramedic Base will be designed to accommodate fourteen (14) parking spaces for UCPR EMS staff use at the rear of the facility, and an additional three (3) allocated visitor spaces at the front.
5. The Bourget Paramedic Base will be designed to accommodate four (4) parking spaces for UCPR EMS staff use at the front or rear of the facility, and an additional one (1) allocated visitor space at the front.
6. The Parties agree to engage in discussions with regards to establishing one-way access to Highway 17 from the new Rockland Paramedic Base to provide expedited access to Highway 17 for emergency vehicles. These discussions shall take place during the planning process. The City agrees to construct such access, subject to obtaining all necessary approvals from UCPR and any other interested parties.
7. Prior to the City going to tender for the construction of the facilities, the Parties shall review and agree upon design and specifications for the Paramedic Bases, with specifications being consistent with UCPR's typical paramedic base requirements. The facilities will be constructed to post-disaster requirements, in compliance with the Ontario Building Code. Backup generators of sufficient capacity to power the entire building will be installed during construction.
8. The City has retained a project management firm who is managing the project on behalf of the City, and who has estimated construction costs for the Paramedic

Bases, based on reasonable and customary finishes for such facilities. These estimated construction costs formed the basis for the negotiation of an acceptable per-square-foot lease rate between the City and UCPR. The City's intention is to enter a design-build contract with a successful bidder. Subject to budget and Council approval, design work is anticipated to begin in the 2017-2018 winter season.

9. Based upon the level of specifications anticipated, the requirements indicated by UCPR, and the costing completed by the City's consultant, the City and UCPR have agreed to an initial annual base rent of \$24.50 per square foot. The proposed lease rate is premised upon, and the eventual leases shall require, UCPR being solely responsible for all utilities to service the Paramedic Bases, and all maintenance, repair and cleaning costs related to the interior of its premises. The City shall be responsible for all building and structural maintenance and repair, snow removal, landscaping maintenance, and cleaning of windows.
10. The City shall pay for and maintain insurance on the buildings. UCPR shall be responsible for the contents of the paramedic bases and associated liability insurance on their portion of the spaces utilized.
11. UCPR shall pay base rent, together with its portion of any utilities which are not separately metered, and any other amount as agreed to and set out in the leases, on a monthly basis.
12. The leases for the Paramedic Bases will provide for annual increases in the base rent in accordance with the annual change in the Consumer Price Index (CPI) as published by Statistics Canada. For certainty, the lease amount shall not be reduced in any year where the annual change in CPI is negative.
13. The initial term of the proposed leases will be twenty (20) years, with additional five (5) year renewal options which may be exercised on the agreement of both Parties as to rent. The commencement date for the leases, or either of them, shall be the later of January 1, 2019 and the date of substantial completion of the Paramedic Base (or Bases), as evidenced by the issuance of occupancy permit(s).
14. The negotiation and execution of future lease agreements for the two locations will be subject to the successful completion of the tender process by the City, and the award of contracts for the construction of the facilities.
15. The Parties recognize that there is no other convention, representation, guarantee, oral agreement, contract or condition, expressed or implied, collateral or otherwise forming in part, affecting or related to this present agreement.

16. This MOU may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, and such counterparts shall together constitute one and the same instrument. An executed counterpart of this MOU may be delivered by facsimile transmission, in which case an original executed counterpart of this MOU shall be personally delivered to the other parties to this MOU within two (2) business days immediately following the date of such transmission.

THIS AGREEMENT CONSISTS OF 4 PAGES WITH THE 4th PAGE BEING THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding by their respective hands and signing officers.

**THE CORPORATION OF THE CITY OF
CLARENCE-ROCKLAND**

Per:_____

Per:_____

We have authority to bind the corporation

**THE UNITED COUNTIES OF PRESCOTT AND
RUSSELL**

Per:_____

Per:_____

We have authority to bind the corporation