



Notice of Meeting and Meeting Agenda Capital Regional Hospital District Board

Wednesday, October 14, 2020

1:00 PM

6th Floor Boardroom
625 Fisgard Street
Victoria, BC

The Capital Regional District strives to be a place where inclusion is paramount and all people are treated with dignity. We pledge to make our meetings a place where all feel welcome and respected.

1. TERRITORIAL ACKNOWLEDGEMENT

2. APPROVAL OF THE AGENDA

3. ADOPTION OF MINUTES

- 3.1. [20-615](#) Minutes of the September 9, 2020 Capital Regional Hospital District Board Meeting

Recommendation: That the minutes of the Capital Regional Hospital District Board meeting of September 9, 2020 be adopted as circulated.

Attachments: [Minutes - September 9, 2020](#)

4. REPORT OF THE CHAIR

5. PRESENTATIONS/DELEGATIONS

5.1 Presentations

5.2 Delegations

6. CONSENT AGENDA

7. ADMINISTRATION REPORTS

8. REPORTS OF COMMITTEES

- 8.1. [20-583](#) Capital Regional Hospital District Funding Model History

Recommendation: The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:
That the Capital Regional Hospital District Funding Model History report be received for information.
(NWA)

Attachments: [Staff Report: Capital Regional Hospital District Funding Model History](#)

8.2. [20-582](#) Lady Minto Hospital Foundation Fund Request

Recommendation: [The following motion was amended at the October 7, 2020 Hospitals and Housing Committee meeting:]
The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:
That CRHD cost share at 30 percent, at a cap of three million dollars, with the Lady Minto Hospital Foundation on the Lady Minto Hospital Emergency Room Upgrade project.
(WA)

Attachments: [Staff Report: Lady Minto Hospital Foundation Fund Request](#)
 [Appendix A: Island Health Letter of Support](#)

**8.3. [20-596](#) Oak Bay Lodge Community Consultation and Stakeholder Engagement
 - Award of Contract**

Recommendation: [The following motion was amended at the October 7, 2020 Hospitals and Housing Committee meeting:]
The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:
That Contract CRHD.2020-02 for Oak Bay Lodge Community Consultation and Engagement Services be awarded to Kirk & Co Consulting Ltd in the amount of \$73,825 plus a contingency of \$10,000 for future services [excluding GST] be approved, and direct staff to report back on discussions with Island Health and BC Housing with respect to potential development priorities for that site.
(WA)

Attachments: [Staff Report: OB Lodge Consultant/Stakeholder Award Contract](#)
 [Appendix A: Contract for Services and Consultant's Proposal](#)

9. BYLAWS

10. NOTICE(S) OF MOTION

11. NEW BUSINESS

12. MOTION TO CLOSE THE MEETING

13. RISE AND REPORT

14. ADJOURNMENT

Voting Key:

NWA - Non-weighted vote of all Directors

NWP - Non-weighted vote of participants (as listed)

WA - Weighted vote of all Directors

WP - Weighted vote of participants (as listed)

Meeting Minutes

Capital Regional Hospital District Board

Wednesday, September 9, 2020

1:00 PM

6th Floor Boardroom
625 Fisgard Street
Victoria, BC

PRESENT

Directors: D. Blackwell (Chair), C. Plant (Vice-Chair), S. Brice, B. Desjardins (EP), F. Haynes, L. Helps, M. Hicks, G. Holman, B. Mabberley (for D. Howe), B. Isitt, J. Loveday, C. McNeil-Smith, R. Martin (1:10 pm), R. Mersereau, K. Murdoch, G. Orr, J. Ranns, D. Screech, L. Seaton, M. Tait, N. Taylor, K. Williams, R. Windsor, G. Young

Staff: R. Lapham, Chief Administrative Officer; N. Chan, Chief Financial Officer; L. Hutcheson, General Manager, Parks and Environmental Services; K. Lorette, General Manager, Planning and Protective Services; K. Morley, General Manager, Corporate Services; T. Robbins, General Manager, Integrated Water Services; M. Barnes, Senior Manager, Health and Capital Planning Strategies; M. Lagoa, Acting Deputy Corporate Officer; S. Closson, Committee Clerk (Recorder)

EP – Electronic Participation

Regrets: Director D. Howe

The meeting was called to order at 1:00 pm.

1. TERRITORIAL ACKNOWLEDGEMENT

A Territorial Acknowledgement was provided in the preceding meeting.

2. APPROVAL OF THE AGENDA

MOVED by Director Loveday, **SECONDED** by Director Murdoch,
That the agenda for the September 9, 2020 Session of the Capital Regional
Hospital District Board be approved.
CARRIED

3. ADOPTION OF MINUTES

- 3.1. [20-338](#) Minutes of the April 22, 2020, May 13, 2020, and May 27, 2020 Capital Regional Hospital District Board Meetings

MOVED by Director Murdoch, **SECONDED** by Director Helps,
That the minutes of the Capital Regional Hospital District Board meetings of April
22, 2020, May 13, 2020, and May 27, 2020 be adopted as circulated.
CARRIED

4. REPORT OF THE CHAIR

There were no Chair's remarks.

5. PRESENTATIONS/DELEGATIONS

5.1 Presentations

There were no presentations.

5.2 Delegations

There were no delegations.

6. CONSENT AGENDA

There were no Consent Agenda items.

7. ADMINISTRATION REPORTS

There were no Administration Reports.

8. REPORTS OF COMMITTEES

Hospitals and Housing Committee

8.1. [20-499](#) Victoria Urgent and Primary Care Centre Fund Request

K. Lorette spoke to the Victoria Urgent and Primary Care Centre Fund Request.

MOVED by Director Helps, **SECONDED** by Director Murdoch,
That CRHD funding in the amount of \$1,500,000 be approved for Victoria Urgent
and Primary Care Centre (UPCC).

That CRHD Bylaw No. 402, "Capital Regional Hospital District Capital Bylaw No.
177, 2020" (for a maximum of \$1,500,000 be introduced and read a first, second,
and third time.

That CRHD provide Island Health a letter of support to designate Victoria UPCC a
health facility under Section 49 of the Hospital District Act.

CARRIED

MOVED by Director Helps, **SECONDED** by Director Murdoch,
That Bylaw No. 402 be adopted.

CARRIED

8.2. [20-508](#) Oak Bay Lodge Planning

K. Lorette spoke to the Oak Bay Lodge Planning item.

Discussion ensued on the following:

- building safety
- definition of "retired" or retirement home
- remediation
- Mt. Tolmie facility
- Oak Bay Lodge current covenant and zoning

- required operator for building management
- redevelopment
- definition of "temporary" housing
- public opinion
- shared facilities

MOVED by Director Seaton, **SECONDED** by Director Murdoch,
That the Oak Bay Lodge Planning report be received for information.

MOVED by Director Isitt, **SECONDED** by Director Loveday,
That the motion be amended as follows:
That this matter be referred to staff to report back to Hospitals and Housing
Committee on options for providing housing with appropriate social care for
people 55 years of age and older at Oak Bay Lodge.

MOVED by Director Isitt, **SECONDED** by Director Loveday,
That the amendment be amended further to add the word "temporary" before the
words "...housing with appropriate social care...".

CARRIED

Opposed: Brice, Haynes, Hicks, Murdoch, Plant, Ranns, Seaton, Tait, Windsor,
Young

MOVED by Director Isitt, **SECONDED** by Director Loveday,
That the motion be amended as follows:
That this matter be referred to staff to report back to Hospitals and Housing
Committee on options for providing temporary housing with appropriate social
care for people 55 years of age and older at Oak Bay Lodge.

DEFEATED

Opposed: Blackwell, Brice, Desjardins, Haynes, Hicks, Martin, McNeil-Smith,
Murdoch, Plant, Ranns, Seaton, Tait, Williams, Windsor

MOVED by Director Isitt, **SECONDED** by Director Loveday,
That the Oak Bay Lodge Planning report be received for information.
CARRIED

9. BYLAWS

There were no bylaws for consideration.

10. NOTICE(S) OF MOTION

11. NEW BUSINESS

There was no new business.

12. MOTION TO CLOSE THE MEETING

12.1. [20-545](#) Motion to Close the Meeting

MOVED by Director Helps, **SECONDED** by Director Tait,
That the meeting be closed for Intergovernmental Negotiations in accordance
with Section 90(2)(b) of the Community Charter.
CARRIED

The Capital Regional District Hospital Board went into closed session at 2:13 pm.

13. RISE AND REPORT

The Capital Regional District Hospital Board rose without report at 2:16 pm.

14. ADJOURNMENT

MOVED by Director Plant, SECONDED by Director Mersereau,
That the September 9, 2020 Capital Regional Hospital District Board meeting be
adjourned at 2:16 pm.

CARRIED

CHAIR

CERTIFIED CORRECT:

CORPORATE OFFICER

**REPORT TO HOSPITALS AND HOUSING COMMITTEE
MEETING OF WEDNESDAY, OCTOBER 07, 2020**

SUBJECT Capital Regional Hospital District Funding Model History

ISSUE SUMMARY

To provide information on the Capital Regional Hospital District's (CRHD) Capital Funding Model.

BACKGROUND

On September 2, 2020 the Hospitals and Housing Committee requested information on the CRHD's funding model for capital projects. The core business activity of the CRHD is to provide the local share of capital funding for the Region's health facilities and hospital equipment. The Vancouver Island Health Authority (VIHA) is responsible for the delivery of healthcare in the region.

CRHD was established in 1967 through provincial statute to provide the local taxpayer's share of capital funding to expand, improve and maintain acute healthcare facilities in the capital region. The primary legislation includes the *Hospital District Act* and the *Hospital Act*.

The CRHD Board and officers consists of the same directors and executive staff as the Capital Regional District (CRD) Board and executive. The Health and Capital Planning Strategies Division which is part of the Planning and Protective Services Department manages and administers the work of the CRHD function.

Typically hospital districts across BC provide up to 40% of capital funding. Hospital district funding is voluntary and varies across the province. Traditionally, CRHD funding was used for funding major projects, minor capital projects, and equipment. In 2007, the Board directed staff to undertake a comprehensive review of the CRHD's funding model. This review included an analysis of the CRHD contributions towards all capital project categories, and identified alternatives for future health capital funding.

Subsequent to the review a new funding model was implemented. The new model revised capital cost thresholds for all project categories and restricted CRHD contributions in the minor capital and equipment categories to a fixed amount with no changes to the major projects category. The model also established annual \$1 million (M) funding for the Non Traditional Project category (Non Traditional project funding was suspended in 2015).

The CRHD historically provided 40% of capital funding for all major projects across the region up until 2010. The capital cost sharing formula was revised on December 8, 2010 by the following motion passed by the CRHD Board.

"That the CRHD participate in the cost sharing of major health capital projects at 30% unless the CRHD determines that the project has regional significance and value whereupon the CRHD will consider cost sharing at 40%".

The rationale being that given the significant expenditures facing regional district taxpayers and the desire to fill the gap in long term care, it was felt that there should be more emphasis on the 40% cost sharing for only major capital projects with long-term regional significance and value.

CRHD Authority and Funding Model

The CRHD has powers to hold and develop property for healthcare purposes, can fund and develop CRHD-owned properties and external agency projects, and has broad borrowing authority through Board-approved property tax requisitions. The CRHD has direct access to debt financing through the Municipal Finance Authority (MFA), and can also borrow through private institutional investors. CRHD expenditures require that the Minister of Health designate each proposed project as a healthcare facility under the *Hospital District Act*.

The four main categories of funding have been established to provide for the local share of health capital funding:

1. Major Capital Projects: Major capital projects are valued over \$2M and are generally cost shared on a 30% basis. Capital funding for these projects is primarily by debt financing arranged through the MFA.
2. Minor Capital Projects (MCP): MCPs are valued between \$100,000 and \$2M and the CRHD contributes 40% towards the total cost of VIHA minor capital projects to a maximum of \$3.75M annually. VIHA provides the CRHD with a list of capital projects for funding under this category. (Capital funding for minor capital is expensed from the CRHD tax requisition.)
3. Medical Equipment – The *Hospital District Act* Section 20(3) enables regional hospital districts to grant aid to hospitals and designated healthcare facilities for diagnostic and medical equipment purchases. The CRHD also retains an amount under this category for Divisional activities such as healthcare related research and studies. The CRHD annually provides \$2.925M to VIHA and \$30,000 to Mount Saint Mary Hospital (capital funding for medical equipment is expensed from the CRHD tax requisition).
4. Non Traditional Project Category (NTP): The CRHD established CRHD NTP category at an annual requisition of \$1M, to support the provision of community-based healthcare services by not-for-profit agencies (excluding VIHA) for facilities that provide primary healthcare and residential care in compliance with the *Hospital District Act* and other Ministry of Health guidelines. In 2014 the Board made the decision to reduce its CRHD NTP requisition of \$1M and increase the CRD Land Banking and Housing requisition by the same amount. The 2015 CRHD budget decreased the \$1M CRHD NTP requisition in order to accommodate a \$1M increase in the CRD requisition to fund a \$10M acquisition of property from BC Housing for properties managed by the Capital Region Housing Corporation (CRHC). The CRHD Board approved reinstatement of this \$1M NTP requisition once the \$10M debt had been satisfied, expected in 2025.

Strategic Outlook and Partnerships

Prior to 2009 the CRHD simply provided capital grants to VIHA for acute care projects, however as a result of the strategic acquisition of land and the comprehensive review of the funding formula between 2007 and 2011, the CRHD now acquires land and creates partnership opportunities to develop projects that may not otherwise have happened.

The partnership between the VIHA and CRHD has expanded over the last number of years to enable progress on a number of major initiatives:

- Acute care facility expansion and improvement (Royal Jubilee Hospital Patient Care Centre, Victoria General Hospital Expanded Emergency Department, Saanich Peninsula Operating Room and Surgical Upgrade, medication and facility system enhancements),
- Revitalization of the residential care sector (the Heights, the Summit),
- Upgrades to equipment and technology.

Land assembly and development by the CRHD has advanced projects by allowing VIHA to enter into operating leases with CRHD and other partners and commit annualized funding consistent with their health service mandate.

The CRHD in partnership with VIHA develops a 10 year capital plan and the allocation of funding to priority initiatives through effective cash flow and debt management. The annual capital planning process occurs in July and is a collaborative effort between VIHA and CRHD. VIHA communicates regional priorities, estimated total project costs and timing of the anticipated cash flows and CRHD communicates its board priorities. The CRHD assesses the capacity to finance VIHA's regional priorities along with CRHD health and capital planning initiatives. The collaborative 10-year capital plan is presented to Board for approval annually in October.

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:

That the Capital Regional Hospital District Funding Model History report be received for information.

Alternative 2

That the Capital Regional Hospital District Funding Model History report be referred back to staff for additional information based on Committee direction.

CONCLUSION

The CRHD is strategically positioned for other acquisitions and development and continues to expand its asset base. The CRHD Board has provided policy direction to staff to ensure effective management of taxation, debt financing and cash flow. This has created a strong value proposition for taxpayers demonstrating that the CRHD should continue to move forward in this direction.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:

That the Capital Regional Hospital District Funding Model History report be received for information.

Submitted by:	Michael Barnes, MPP, Senior Manager, Health & Capital Planning Strategies
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

**REPORT TO HOSPITALS AND HOUSING COMMITTEE
MEETING OF WEDNESDAY, OCTOBER 07, 2020**

SUBJECT **Lady Minto Hospital Foundation Fund Request**

ISSUE SUMMARY

The Vancouver Island Health Authority (Island Health) on behalf of the Lady Minto Hospital Foundation is requesting that the Capital Regional Hospital District (CRHD) cost share 30% of the Lady Minto Hospital Emergency Room Upgrade project.

BACKGROUND

The Lady Minto Hospital Foundation is a registered charity dedicated to raising funds which enhance services and facilities of the hospital on Salt Spring Island. Lady Minto Hospital is a primary care hospital in the Vancouver Island Health Authority serving the residents of Salt Spring and the outer Gulf Islands. Governed by a volunteer Board of Directors, the Foundation awards grants for equipment, health education, and major renovations. The role of the Board is to manage the Foundation funds prudently, and to raise funds that will ensure the long term preservation of quality health care on the Islands while meeting short term needs of providing medical professionals with the tools that they need to do their jobs.

The Lady Minto Hospital is located at 135 Crofton Road, Salt Spring Island. The existing emergency department is located within the hospital and was built approximately 60 years ago. The proposed redevelopment includes a new emergency department (stage 1) and a dedicated area for a medical imaging department (stage 2). The emergency department expansion will be located to the south of the current extended health care wing taking over a portion of the existing south-west parking lot. The department is organized into multiple components including patient/family arrival, ambulance arrival, clinical and staff support space, and emergency zones (such as Ambulatory, Pediatric, and Mental Health and Substance use).

Island Health on behalf of the Lady Minto Hospital Foundation is requesting that CRHD cost share 30% on this capital project. A letter of support from Island Health is attached as Appendix A.

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District (CRHD) Board:

That CRHD cost share at 30 percent with the Lady Minto Hospital Foundation on the Lady Minto Hospital Emergency Room Upgrade project.

Alternative 2

That the Capital Regional Hospital District decline the funding request from the Lady Minto Hospital Foundation.

Alternative 3

That the Lady Minto Hospital Foundation report be referred back to staff for additional information based on Hospitals and Housing Committee direction.

IMPLICATIONS

Financial Implications

The Lady Minto Emergency Room Upgrade project has been identified in the various CRHD capital plans since 2013. The current approved 2020-2029 CRHD Capital Plan, amended on March 18, 2020, includes the Lady Minto Emergency Room Upgrade project at a total project cost of \$4.8 million (M) with a footnote that 70% may be funded by the Lady Minto Hospital Foundation and 30% or \$1.4M from CRHD.

The project has now completed the schematic design phase and total project costs have escalated to a revised total project cost of \$9.9M. A 30% contribution from CRHD would equate to \$3.0M and could be included in the upcoming 2021-2030 CRHD Capital Plan. The cost increase is due to refined construction cost estimates, the completion of the Schematic Design phase, and a decision to include in the project site preparation for an eventual Imaging Department to be added onto the Emergency Department wing.

To date, the Lady Minto Hospital Foundation has raised \$4.0M and plans a fundraising campaign in November with a target of the \$3.0M balance. Design, development and construction documentation phases are anticipated to be complete by March 2021 and construction complete by September 2022.

Intergovernmental Implications

Typically, the CRHD only cost shares on major capital projects with Island Health as the primary funding partner. This request would see CRHD alter this funding model to cost share with a Foundation. Island Health is still an important partner on this project and is guaranteeing operating resources for the facility. Island Health will not be contributing capital dollars to the project and will be requiring the foundation to raise the entire balance of the capital cost.

CONCLUSION

The Lady Minto Emergency Department Upgrade project was included in 2020 of the 2020-2029 CRHD Capital Plan. With approval of a 30% contribution, the Lady Minto Hospital Foundation can proceed with upgrades to accommodate long term preservation of quality health care on the Islands.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District (CRHD) Board:

That CRHD cost share at 30 percent with the Lady Minto Hospital Foundation on the Lady Minto Hospital Emergency Room Upgrade project.

Submitted by:	Michael Barnes, MPP, Senior Manager, Health & Capital Planning Strategies
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Nelson Chan, MBA, CPA, CMA, Chief Financial Officer
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

ATTACHMENT(S)

Appendix A: Island Health Letter of Support

August 19, 2020

Kevin Lorette
General Manager Planning and Protective Services
Capital Regional District
625 Fisgard Street,
PO Box 1000 Victoria, BC
V8W 2S6

Re: Lady Minto Hospital Emergency Department Project – Request for CRHD Cost-Sharing

Dear Kevin,

On behalf of our funding partner, the Lady Minto Hospital Foundation, Island Health is requesting 30% cost-sharing on this project which is currently included in the CRHD ten-year capital plan.

The Emergency Department (ED) project will be an extension to the Lady Minto Hospital which is designated under the Hospital District Act. As noted in your plan, the Lady Minto Hospital Foundation is the primary funder of this project. The Foundation has raised \$4,000,000 to-date, and plan to start another capital campaign in November to raise an additional \$3,000,000.

The schematic design phase has been completed on the project, and the total project cost at this stage is estimated at \$9,927,747.

Island Health's routine capital is fully committed to other initiatives, so we are not in a position to contribute capital to this project at this time. However, we have committed to funding all of the on-going annual operating costs of the new ED.

If CRHD cost-sharing is approved, the project funding sources would be as follows:

Lady Minto Hospital Foundation	70%	\$6,949,423
CRHD	30%	\$2,978,324
Total		\$9,927,747

By March 2021, we expect to have the Design Development and Construction Document phases completed, and we expect to have the new ED completed by September 2022.

Executive Office

Located at: 2101 Richmond Road | Victoria, BC V8R 4R7 Canada
Mailing address: 1952 Bay Street | Victoria, BC V8R 1J8 Canada

Tel: 250.370.8699 | Fax: 250.370.8750
viha.ca

We thank you for your consideration of this request, and we are hopeful that the CRHD will financially support this project which will significantly improve emergency healthcare in the Salt Spring community.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'S. McCarten', with a large, stylized loop at the beginning.

Scott McCarten
Corporate Director, Capital Management and Finance Projects

Executive Office

Located at: 2101 Richmond Road | Victoria, BC V8R 4R7 Canada
Mailing address: 1952 Bay Street | Victoria, BC V8R 1J8 Canada

Tel: 250.370.8699 | Fax: 250.370.8750
viha.ca

**REPORT TO HOSPITALS AND HOUSING COMMITTEE
MEETING OF WEDNESDAY, OCTOBER 07, 2020**

SUBJECT **Oak Bay Lodge Community Consultation and Stakeholder Engagement – Award of Contract**

ISSUE SUMMARY

To seek approval for award of Contract CRHD.2020-02 for Community Consultation and Stakeholder Engagement services for the Oak Bay Lodge property.

BACKGROUND

The Capital Regional Hospital District (CRHD) took over ownership of Oak Bay Lodge (2251 Cadboro Bay Road) from Vancouver Island Health Authority (VIHA) on August 14, 2020. On July 7, 2020, CRHD issued an Invitation to Quote to five prospective consultants for the supply and delivery of Community Consultation and Engagement Consultant services. Those experienced working with local government and/or municipalities and/or health redevelopment projects were deemed most qualified. Received proposals were reviewed August 7, 2020, with the lowest compliant quote submitted by Kirk & Co. Consulting Ltd.

Kirk & Co. has extensive experience supporting large-scale infrastructure, planning and development projects with effective community consultation and stakeholder engagement services. Consultation will include planning workshop facilitation, stakeholder mapping, engagement and tracking, online public houses, website and media presence, and a consultation summary report. See Appendix A for Contract for Services and Consultant's Proposal.

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:

That Contract CRHD.2020-02 for Oak Bay Lodge Community Consultation and Engagement Services be awarded to Kirk & Co Consulting Ltd in the amount of \$73,825 plus a contingency of \$10,000 for future services [excluding GST] be approved.

Alternative 2

The Hospitals and Housing Committee refer the report back to staff for further information based on committee direction.

IMPLICATIONS

Financial Implications

The development of the Oak Bay Lodge property is a priority project for both the CRHD and is the subject of high community interest. The lowest quote was \$73,825. A contingency of \$10,000 is requested for additional services if warranted. Consultant fees will be funded from the CRHD Administration and Feasibility Studies Reserve.

Timing Implications

The redevelopment of the Oak Bay Lodge property is a highly-anticipated priority project. Community consultation and stakeholder engagement services will commence immediately, taking place over a three to four month period. Estimated completion is March 2021.

Intergovernmental Implications

Staff will work with the District of Oak Bay staff throughout the process to discuss the consultation strategy, summary report, and options for the Oak Bay Lodge property.

CONCLUSION

Awarding a Community Consultation and Stakeholder Engagement services contract will contribute community vision and develop an understanding of the options for the Oak Bay Lodge property.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:

That Contract CRHD.2020-02 for Oak Bay Lodge Community Consultation and Engagement Services be awarded to Kirk & Co Consulting Ltd in the amount of \$73,825 plus a contingency of \$10,000 for future services [excluding GST] be approved.

Submitted by:	Michael Barnes, MPP, Senior Manager, Health & Capital Planning Strategies
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

ATTACHMENT(S)

Appendix A: Contract for Services and Consultant's Proposal

CONTRACT FOR SERVICES

THIS AGREEMENT dated for reference and made as of the _____ day of _____, 20____

BETWEEN:

CAPITAL REGIONAL HOSPITAL DISTRICT

625 Fisgard Street
Victoria, BC V8W 2S6
Phone No. 250-360-3114

("CRHD", "we", "us" or "our" as applicable)

OF THE FIRST PART

AND:

KIRK & CO CONSULTING LTD.

610 – 999 West Hastings Street
Vancouver, BC V6C 2W2
Phone No: 604-688-7220

("Consultant", "you" or "your" as applicable)

OF THE SECOND PART

WHEREAS:

- A. The CRHD called for proposals for the provision of consulting services for CRHD 2020-02 Community Consultation and Stakeholder Engagement (the "**Project**"), and the Consultant in reply submitted a proposal dated 11 September 2020. A copy of the Invitation to Quote is attached as Schedule "C" to this Agreement, and a copy of the Consultant's proposal is attached as Schedule "D" to this Agreement.
- B. The CRHD has agreed to engage the Consultant and the Consultant has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the CRHD in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the CRHD and the Consultant, in consideration of their mutual duties and responsibilities to one another under this agreement (the "**Agreement**"), agree as follows:

CONSULTANT'S OBLIGATIONS:

- 1. **Standard of Care** You must provide the Services with the degree of care, skill and diligence normally provided by consultants having similar qualifications in the performance of duties of a nature similar to the Services, and you must provide the Services within the time limits specified in Schedule "A" or, if no time limit is specified in Schedule "A", you must provide the Services promptly.
- 2. **Billable Charges** You must charge only those fees and disbursements specifically authorized for the Services in this Agreement. All other costs and expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.
- 3. **Confidentiality** You must not disclose any information, data or secret of the CRHD to any person other than representatives of the CRHD duly designated for that purpose in writing by us and you must not use for your own purposes or for any purpose other than those of the CRHD any information, data or secret you may acquire as a result of being engaged pursuant to this Agreement.
- 4. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise to a conflict of

interest between your obligations under this Agreement and your obligations to such other person, firm or corporation.

5. **Ownership of Materials** All plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials produced by you under this Agreement (collectively, the "**Intellectual Property**") are and will remain our property even though you or another party has physical possession of them. You hereby waive in our favour any moral rights you, your employees, sub-consultants or sub-consultants may have in the Intellectual Property. Until the expiry or earlier termination of this Agreement, you may retain copies, including reproducible copies of the Intellectual Property. You must not use the Intellectual Property on other projects or for other clients except with written consent from us. You must obtain our consent before you publish or make public any of the Intellectual Property in book, periodical, electronic or any other form.
6. **Retention of Intellectual Property on Termination** Upon expiry or earlier termination of this Agreement, you must turn over to us all Intellectual Property, keeping a single copy for your own archival purposes.
7. **Severability** It is understood and agreed that the covenants and agreements contained in paragraphs 3, 4, 5, 6 and 8 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.
8. **Indemnification** You must indemnify and save harmless us and our elected officials, appointed officers, employees, agents and consultants from and against any claims, costs, losses, damages, actions, causes of action and expenses arising, from an error, omission or negligent or wilful act of you or your agents, employees, sub-consultants or sub-consultants, or from your breach of this Agreement.
9. **Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing, you must provide and maintain at your expense any insurance specifically required in Schedule "B" to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.
10. **Compliance with Laws** You must comply with all laws applicable to the provision of the Services.
11. **Assignment** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.
12. **Legal Relationship** The legal relationship between you and the CRHD arising pursuant to this Agreement is that of an independent consultant and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees.
13. **Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Services pursuant to this Agreement.

PAYMENT

14. **Payment for Services** We must pay you the fees for your Services at the times set out in Schedule "A". Where you are specifically authorized in Schedule "A" to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule "A" as long as they are reasonably necessary for the performance of the Services and supported by conclusive documentation, including receipts. Payment will be issued no more than 30 days after receipt of your invoice, in accordance with our accounts payable policies.

15. **Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

TERMINATION AND SUSPENSION

16. **For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.
17. **For Absence** If for any reason you are unable to provide the Services using the individuals or subconsultants named in your proposal and set forth in this Agreement for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.
18. **Suspension** If your Services are suspended by the CRHD at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the CRHD to terminate this Agreement upon giving written notice thereof to the CRHD. In such an event, you shall be paid by the CRHD for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension unless the parties otherwise agree in writing.
19. **With Notice** If we are unwilling or unable to proceed with the Project we may terminate this Agreement by giving you fifteen (15) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination.

GENERAL

20. **Client to Provide Information** We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the CRHD, in the preparation of the call for proposals and this Agreement, the supply of oral or written information to you, the review of proposals or the carrying out of the CRHD's responsibilities under this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the CRHD in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the call for proposals, the supply of oral or written information to proponents, the review of proposals, or carrying out of the CRHD's responsibilities under this Agreement.
21. **Client to Respond** We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.
22. **Site Access** We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to perform the Services. We will arrange a safety orientation for you and your employees, to identify the hazards of the site. Once we have provided such a safety orientation, you will be responsible for arranging any additional safety orientations necessary as a result of a change in your personnel or otherwise.
23. **Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.

24. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the CRHD or the Consultant shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
25. **Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the CRHD and the Consultant and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the CRHD and the Consultant with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the CRHD and the Consultant.
26. **Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
27. **Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
28. **Designation of Parties** In this Agreement, “we”, “us” and “our” refer to the CRHD alone and never refer to the combination of the Consultant and CRHD. The combination of the CRHD and the Consultant is referred to as “the parties”.
29. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
30. **Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
31. **Time** Time is of the essence in this Agreement.
32. **Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

DISPUTE RESOLUTION

33. **Arbitration** All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the CRHD and the Consultant, be submitted to arbitration pursuant to the *Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
34. **No Conflict of Interest** No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the CRHD or the Consultant.
35. **Nominees** If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall jointly appoint an arbitrator.

DESIGNATED REPRESENTATIVES

36. **CRHD Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the “CRHD Representative”) and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the CRHD Representative in the place and stead of any person previously designated.
37. **Project Manager** You shall, by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the “Project Manager”) and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

NOTICE

38. **Notice** Unless otherwise specified in this Agreement, any notice required to be given by either party shall be deemed to have been given if delivered by hand, mailed by prepaid registered mail or faxed to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice shall be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered by hand, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, force majeure or other cause beyond the control of the parties, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other means of communication which have not been so interrupted or shall deliver such notice by hand in order to ensure its prompt receipt.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

CAPITAL REGIONAL HOSPITAL DISTRICT)
by its authorized signatories:)

Name)

Name)

Kirk & Co. Consulting Ltd. by its authorized)
signatories:)

Name)

Name)

Capital Regional Hospital District

Community Consultation and Stakeholder Engagement Consultant Services

Invitation to Quote

Kirk & Co. Consulting Ltd.
Confidential Response



Kirk&Co.

610 – 999 West Hastings St.
Vancouver B.C. V6C 2W2
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Contact
Chris Chok, Chief Operating Officer
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Michael Barnes
Senior Manager
Capital Regional Hospital
District
625 Fisgard Street
Victoria, BC V8W 2S6

**Re: Capital Regional
Hospital District
Invitation to Quote
– Community
Consultation
and Stakeholder
Engagement Consultant
Services**

August 7, 2020

Dear Mr. Barnes,

On behalf of Kirk & Co., it is a pleasure to respond to the Capital Regional Hospital District's (CRHD) invitation to quote for community consultation and stakeholder engagement consultant services. Kirk & Co. is one of the leading strategic communications and engagement firms in Canada, with expertise developing and implementing sophisticated and effective programs for a broad range of clients. We have the demonstrated experience to support CRHD with community consultation and stakeholder engagement for a range of projects, including major capital projects, facilities upgrades and redevelopments.

For nearly 25 years, Kirk & Co. has specialized in supporting development, policy, planning, and infrastructure projects of all shapes and sizes with multi-year, comprehensive plans that effectively manage project risks by communicating with and incorporating input from stakeholders and members of the public.

We have become an acknowledged leader in strategic communications, consultation and engagement for projects across sectors, including some of British Columbia's highest-profile policy, planning, and infrastructure projects. We support small and large initiatives through all stages, from initial planning through project development and implementation. Based in Vancouver, with team members located across the Lower Mainland and in Victoria, we provide organizations with targeted and effective services in strategic communications, consultation and engagement, stakeholder relations, media relations, event management, and graphic design.

Kirk & Co. has the experience to deliver on all of the requirements outlined in the Invitation to Quote. This includes services such as consultation planning and strategic advice; stakeholder mapping, outreach and tracking; design and facilitation of online and in-person consultation, such as public information meetings, open houses, and small group stakeholder meetings; development of comprehensive summary reports and consideration memos; while also engaging stakeholders to strengthen relationships that position the CRHD for continued success.

We respectfully submit this proposal and look forward to an opportunity to support the Capital Regional Hospital District.

Sincerely,



Judy Kirk
President and CEO



Chris Chok
Chief Operating Officer and Partner



Mike McDonald
Chief Strategy Officer and Partner



Samuel Oliphant
Senior Vice President and Partner

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Work Samples

Appendix B

Sample Summary Report

Appendix C

Team Bios

Understanding

The Capital Regional Hospital District (CRHD) is a corporation of the Capital Regional District (CRD) focused on developing and improving healthcare facilities and providing the local share of capital funding for infrastructure and equipment, in partnership with Island Health. CRHD is seeking support from an experienced firm to provide community consultation and stakeholder engagement services for an initial phase of engagement related to the future use of the Oak Bay Lodge site.

As this proposal demonstrates, Kirk & Co. has extensive experience developing a broad range of consultation and engagement methods for private and public sector organizations, with the direct relevant experience and depth to provide the CRHD with community consultation expertise that will successfully support this planning phase, while also strengthening stakeholder relationships through effective engagement.

Kirk & Co. is well-positioned to support the CRHD with an initial phase of consultation and engagement related to the future use of the Oak Bay Lodge site. With the initial phase planned over a 3-4 month period, the consultation will need to tactfully manage competing interests to communicate potential options for the future use of the site, and seek feedback for consideration by the CRHD and its partners. Options could include a mix-use development with continued healthcare services, among others.

We would work with the CRHD to gather information and develop an understanding of the potential options for consideration, existing stakeholder relationships and community interests, and then develop a consultation and engagement strategy that positions the CRHD for continued success.

Effective consultation and engagement is important for building stakeholder relationships and generating potential support for capital projects while managing project risks. This requires the ability to communicate complex projects in a way people will understand. Recognizing the diverse demographics of the 13 municipalities of southern Vancouver Island and the Gulf Islands, it is important to develop strategies and adapt consultation methods to reflect that diversity.

That means developing plans that consider the unique needs of seniors, people of various ethnicities, as well as younger families and those in remote communities.

Kirk & Co. has been at the forefront of innovative public communications and engagement programs since the firm was founded in 1996. While consultation and engagement activities have to be able to reach people online and offline to effectively reach different age demographics, we help organizations design plans that fit their needs in real time. In the world of COVID-19, that means shifting more engagement online using video conferencing tools like Zoom, Microsoft Teams, WebEx, or others. Online engagement, with online advertising, has become the most effective way to reach large numbers of people, and online consultation and engagement tools are more important than ever.

In addition, our design department is working to incorporate leading-edge inclusive design practices into our plans and materials. Inclusive design encompasses conscious and responsible design practices for social change, and involves designing systems that are accessible, usable, and relevant to the full range of human diversity. No matter the technical complexity of a project, all materials that we develop are designed to be easily accessible and understood by diverse audience groups.

Experience and Qualifications

Over the past 23 years, our team has designed and implemented a wide range of strategic communications, consultation, and engagement programs for organizations including the Capital Regional District; the Ministry of Transportation and Infrastructure; a joint venture of the Canada Lands Company and the Musqueam, Squamish and Tsleil-Waututh Nations; Brightside Community Homes Foundation; BC Hydro; the British Columbia Utilities Commission; the City of Vancouver; the City of Surrey; the City of New Westminster; Metro Vancouver; the University of British Columbia; and TransLink.

We have significant experience supporting the Capital Regional District through our multi-year work on the Wastewater Treatment Project, with intimate knowledge of southern Vancouver Island municipalities. We also have experience planning and facilitating consultation meetings in communities in the Gulf Islands and south Vancouver Island through previous projects supporting BC Ferries, the Ministry of Transportation and Infrastructure, and the Vancouver Fraser Port Authority, and are currently providing communication planning support to Pacifica Housing in Victoria.

The following pages outline responses to the requirements detailed on Page 6 in the Invitation to Quote.

Provide details on your firm's demonstrated experience developing and implementing a wide range of consultation and engagement strategies to support large scale new (re)development and contentious real estate development projects.

Kirk & Co. has extensive experience providing community consultation and stakeholder engagement services to organizations and governments throughout the province, and has organized, coordinated, and facilitated hundreds of online and in-person engagement and consultation activities. Our team has particular expertise in major capital projects and land use planning, and has provided executive-level strategic communications, consultation, and engagement advice for many large-scale development, land use planning and policy projects, a number of which involved communicating about contentious issues. In addition, Kirk & Co. brings experience providing support in the form of consultation and presentation materials development, event logistics and coordination, meeting facilitation, and consultation summary reporting. We have extensive experience supporting planning and development projects of all sizes, including real estate development projects, as detailed in the example below and on the following pages.

Canada Lands Company and Musqueam, Squamish and Tsleil-Waututh (MST) Partnership – Jericho Lands and Heather Street Lands

In 2014, a partnership of the Musqueam Indian Band, Squamish First Nation and Tsleil-Waututh First Nation (collectively the MST Partnership) and Canada Lands Company entered into a historic joint venture partnership. The goal of the joint venture is to transform two parcels of land – Jericho Lands (East) and Heather Street Lands – into inspiring, progressive and sustainable new neighbourhoods that are welcoming and a benefit to the community, while being harmoniously integrated with the local neighbourhoods.

Kirk & Co.'s work involved designing and implementing a comprehensive communications and engagement strategy for the joint venture between the Musqueam, Squamish and Tsleil-Waututh Nations and the Canada Lands Company regarding the redevelopment of the Jericho Lands and Heather Street Lands. Working with the leadership of the partner organizations, Kirk & Co. developed a strategic communications plan that now guides communications with the public, local government, media and key stakeholders for the joint venture. The plan was developed through a number of interviews with leadership of the nations and their respective economic development corporations and Canada Lands Company. Kirk & Co. also provides media relations advice and support, and managed the development of two engaging, easy-to-understand five-minute narrative videos to help tell the story of the partnership. We also supported the development of a brand and visual identity for the Jericho Lands planning process called Inspire Jericho.

Provide a project list of either Community Consultant and/or Stakeholder Engagement: include details specific to engaging stakeholders and community where you feel necessary.

Kirk & Co. has extensive experience supporting small- and large-scale infrastructure, planning and development projects with effective community consultation and stakeholder engagement services. Some of these projects include:

Housing and development focus

- Canada Lands Company and Musqueam, Squamish and Tsleil-Waututh (MST) Partnership
 - Jericho Lands and Heather Street Lands (2016-present)
- Pacifica Housing (2019 - present)
 - Communication planning and issues management
- Brightside Community Homes Foundation (2019-present)
 - Projects: Alice Saunders House; Edward Byrnes House; MacLeod Manor; Mount Pleasant
- QuadReal Property Group (2018-present)
- BC Hydro – West End Substation (2016-2017)

Infrastructure and planning focus

- Capital Regional District – Wastewater Treatment Project (2016-present)
- New Westminster Secondary School Replacement Project (2016-2019)
- B.C. Ministry of Transportation and Infrastructure – Pattullo Bridge Replacement Project (2013-present)
- People, Parks & Dogs: A strategy for sharing Vancouver's parks (2016-2017)
- B.C. Ministry of Transportation and Infrastructure – Evergreen Line Rapid Transit Project (2008-2017)
- B.C. Ministry of Transportation and Infrastructure – BC Ferries Consultation and Engagement (2012-2013)
- BC Children's and BC Women's Redevelopment Project (2011)

Further details specific to how we supported these projects with communications, consultation and engagement are provided in response to the questions below.



Demonstrate how your firm has expertise in bridging competing interests over land use and occupancy and the methodologies that were used.

Kirk & Co. has experience with land use planning and consultation that focuses on bridging competing interests over land use. This is demonstrated by a number of our project examples provided in this response, including our work with BC Hydro.

BC Hydro – West End Substation

Kirk & Co. worked with BC Hydro and staff from the Vancouver School Board and Vancouver Board of Parks and Recreation to communicate and consult with the communities in downtown Vancouver about an idea to build new substations underground, including near an elementary school. Initially, community residents and stakeholders were concerned about this proposal, due to a lack of information regarding perceived health and safety effects of living, learning and working near an electrical substation.

Working with BC Hydro's executive and a branding agency, we developed an inspirational narrative, as well as informative and visually appealing communications and consultation materials to explain the innovative concept to members of the public and key stakeholders, to acknowledge and address concerns, and to seek their feedback about whether they supported further exploration of the idea.



Demonstrate how you have effectively communicated a complex project either due to complexities in the project itself or the complexities in a partnership or multi-agency structure.

Kirk & Co. is accustomed to communicating complex and often technical information to diverse audiences in a way that is easy to understand. We are experienced working with integrated project teams, and on projects that involve complex multi-agency structures, overlapping jurisdictions, or multiple levels of government. We recognize the importance of tactful and effective agency engagement that navigates diverse interests and drives all parties towards common objectives.

Evergreen Line Rapid Transit Project

The Evergreen Line is a rapid transit line that runs through three municipalities in the Lower Mainland and includes six new transit stations. Kirk & Co. designed and implemented two rounds of public consultation for the Evergreen Line Project, and supported the project in achieving environmental certification. As part of the public consultation program, Kirk & Co. planned and facilitated stakeholder meetings, open houses and an online discussion forum. Participants included commuters, businesses, and community members.

Kirk & Co. also led the communications and engagement through the construction phase of the project and managed a comprehensive community relations program at the Evergreen Line project office in Coquitlam to provide ongoing two-way communications with key stakeholders along the Evergreen Line route. It included operating a community relations office, planning and facilitating

stakeholder and community meetings, implementing a stakeholder tracking program, planning and implementing a business liaison program, managing the enquiry response process including a 24-hour construction information line, holding door-to-door visits with residents and businesses along the alignment, and developing and managing a project website and Facebook page. Numerous agencies were involved in this project, including the Ministry of Transportation and Infrastructure, BC Environmental Assessment Office, TransLink, and the cities of Burnaby, Port Moody and Coquitlam.

Pacifica Housing

Kirk & Co. has been working with Pacifica Housing since late-2019, providing communications, engagement, and issues management support for their executive. While the nature of this work is confidential, Kirk & Co. has assisted in the development of communications and engagement strategies to build support for a Pacifica Housing initiative that required the support of the City of Victoria. This work involved helping build a strategy to bring together multiple stakeholders to support Pacifica Housing's plan, including BC Housing, Victoria housing advocates, Victoria City staff, and private land owners. The project required Kirk & Co. to help Pacifica navigate a challenging land use and housing issue by developing a plan that would unite the various parties behind a Pacifica-led solution, which was ultimately successful.



Provide a minimum of 3 examples where your firm was the dialogue designer that facilitated a result that met the outset objectives of the activity.

**Capital Regional District –
Wastewater Treatment Project**

Kirk & Co. is currently supporting the Capital Regional District's Wastewater Treatment Project Team and Board by providing strategic communications support, media strategy and media relations advice, and paid-media strategy and implementation advice to support a comprehensive construction communications program. As part of this work, Kirk & Co. has operated closely with the Deputy Project Director, the Communications Director, contractors, and the various consultant engineering teams to develop, plan and implement ongoing stakeholder engagement and construction communications programs for the Project. The Wastewater Treatment Project footprint spans over the municipalities of Esquimalt, Victoria and Saanich.

Kirk & Co.'s community consultation and stakeholder engagement strategy includes; stakeholder mapping and management to engage key stakeholders such as local governments, community and resident groups, businesses and the public; project liaison committees; door-to-door engagement; public open houses; community or neighbourhood association meetings; and an inquiry response program. Notably, community engagement regarding a "pipe pull", the process of assembling one long pipe on a residential street before it was pulled underwater and connected with the location of the new treatment plant, was a highly successful exercise that involved many community activities to keep residents informed and supportive. Some creative methods to involve and engage the public included school tours, door-to-door visits with neighbours, an art project, and planning and holding a large community "Thank You BBQ" for hundreds of neighbours, businesses, school children and local elected officials.

**B.C. Ministry of Transportation and Infrastructure
– Pattullo Bridge Replacement Project**

Kirk & Co. has been working on the replacement of the aging Pattullo Bridge since 2013. Initially, our team supported TransLink, the City of New Westminster and the City of Surrey as they worked together to review and evaluate alternatives to rehabilitate or replace the Pattullo Bridge and determine a preferred alternative to meet the needs of the communities connected by the bridge, as well as the broader region. Kirk & Co. worked with TransLink and the City of Surrey and the City of New Westminster to develop and implement an extensive public consultation program that included small group meetings and open houses in New Westminster and Surrey, as well as online feedback opportunities. The consultation involved careful internal stakeholder management to ensure the interests of all three partners were equally represented, as well as external stakeholder management to ensure readiness before the public consultation events and media interest.

Kirk & Co. then supported TransLink in designing and implementing two rounds of public consultation that sought input from residents, local and regional stakeholders and bridge users about road network improvements and pedestrian and cycling connections on both sides of the bridge in New Westminster and Surrey. This included planning and facilitating meetings with local governments, stakeholder and resident groups and the public. The Pattullo Bridge Replacement Project is now owned by the Province of B.C., which will fund and deliver a new replacement bridge. Kirk & Co. is providing strategic advice and communications support to the Pattullo Bridge Replacement Project team, which includes community outreach and support during the procurement and construction phases.



Vancouver Board of Parks and Recreation – People, Parks & Dogs

Kirk & Co. worked with the planning consultant selected by the Vancouver Board of Parks and Recreation to develop and implement a public and stakeholder engagement program in support of People, Parks & Dogs: A strategy for sharing Vancouver's parks. This comprehensive strategy was developed to guide the planning and design of beautiful, safe and engaging parks for people with and without dogs. The consultation program had a high degree of interest and participation, with nearly 7,000 participant interactions between two rounds of consultation. Kirk & Co. managed all aspects of the consultation process, which extended over a year and included a two-phase public consultation program and a Stakeholder Advisory Committee.

Kirk & Co. developed highly visual, easy-to-understand, creative consultation materials that demonstrated the considerations for ensuring park space meets the needs of park users with and without dogs (round 1) and proposed planning solutions (round 2). Creative methods to engage the public included intercepts in parks and dog parks throughout Vancouver, and design charrettes with self-selecting groups at various locations around the city. Our work on this file also included the development of consultation summary reports.

Detail your firm's understanding of real estate development, master planning and municipal approvals processes.

Kirk & Co. has experience supporting small- and large-scale development projects with communications, consultation and engagement services. The two examples provided below illustrate some of our experience with real estate development, master planning and municipal approvals processes.

Brightside Community Homes Foundation

Brightside Community Homes Foundation (Brightside) is one of Vancouver's oldest and largest affordable housing societies, providing homes for seniors, people with disabilities, and families. Brightside has ambitious plans to develop or redevelop a number of properties to help address Vancouver's housing crisis. Kirk & Co. is currently providing Brightside with services in strategic communications, media relations, issues management, community and stakeholder engagement, and graphic design. Brightside's approach is to put residents first and to go above and beyond City of Vancouver requirements for public consultation.

Kirk & Co. is supporting Brightside through the City of Vancouver rezoning process for four specific housing projects in Vancouver, including: Alice Saunders House; Edward Byres House and Loyal Orange Manor (received municipal approval at a public hearing on July 21, 2020); MacLeod Manor; and Mount Pleasant. Support for these projects includes materials development, public notification, logistics and staffing for community meetings, as well as door-to-door engagement with immediate neighbours. Kirk & Co. also provides high-level and day-to-day strategic communications and engagement advice to help Brightside with its strategic vision for affordable housing in Vancouver.

QuadReal Property Group

Kirk & Co. is providing local government relations and stakeholder engagement advice to QuadReal Property Group, a Vancouver-based company established to manage the real estate program of British Columbia Investment Management Corporation, regarding a significant redevelopment plan in Metro Vancouver. Kirk & Co. is currently providing QuadReal Property Group with strategic communications, consultation, community engagement, and brand identity services for the potential redevelopment of Capilano Mall, a 14-acre site in North Vancouver.

Working with the project team, we have developed and implemented a comprehensive communications and engagement strategy that guides communication with the public, municipal staff, key stakeholders, tenants and the media. Part of this work involved leading QuadReal executives, and the broader project team, through a strategic planning program. Kirk & Co. has supported the project through two rounds of public and stakeholder engagement. We have developed key messages and Q&A, initiated a unique community survey via mobile phones, created consultation materials including display boards, discussion guide, notification postcards, print and digital ads, and a consultation summary report. Additionally, our team has supported engagement sessions, one-on-one meetings, tenant engagement and information kiosks at Capilano Mall.

We also supported with the development of a brand and visual identity for the engagement process. The name "Thinking Cap" was developed to portray QuadReal's intent and commitment to the process, and to help the community identify with the engagement.

Include details on your firm's experience as a facilitator using best practices under an internationally recognized accreditation program.

While conducting engagement and consultation programs for projects of all sizes around the province, Kirk & Co. has organized, coordinated and facilitated hundreds of in-person engagement and consultation meetings. Our facilitators bring significant experience managing complex and sometimes contentious meetings, and we have decades of experience facilitating public dialogue that encourages participants to freely share their opinions and insights, while allowing the project team to observe and interact with stakeholders and members of the public. Kirk & Co. consultation and engagement programs meet or exceed best practices for consultation, as defined by the International Association for Public Participation (IAP2) and other leading engagement organizations. Judy Kirk and Chris Chok are members of IAP2.

BC Coastal Ferries Consultation and Engagement

BC Ferry Services Inc. (BC Ferries) operates one of the largest marine transportation networks in the world. However, rising costs and declining ridership continues to create financial pressures. From 2012-2013, Kirk & Co. worked with the Ministry of Transportation and Infrastructure to design and implement a province-wide consultation and engagement program to inform the public and stakeholders about the depth and nature of the challenges facing the coastal ferry system and gather feedback regarding immediate challenges facing B.C. coastal ferry service and its long-term vision.

The program included 40 face-to-face meetings in 30 communities throughout the province, as well as digital opportunities including an online feedback form and webinar, and a public opinion poll. The program resulted in extensive participation, including over 2,000 people attending consultation events, more than 1,200 feedback forms completed and 700 written submissions received. Kirk & Co. provided strong facilitation at often contentious open houses and community meetings, allowing constructive meetings and discussion regarding the sensitive issue of ferry service, in the many B.C. communities that rely on this service.



Provide a minimum of 3 examples where your design and development of presentation materials was appropriate to the audience, and you were able to translate a very complex concept in a simplified way.

Kirk & Co. is highly experienced in developing materials that simplify complex and technical information to be approachable for diverse audiences through multiple platforms. This is best demonstrated through the work samples that we have provided in Appendix A, corresponding with the three project examples below (descriptions of each project can be found in answers to previous questions).

Capital Regional District – Wastewater Treatment Project

Communications, consultation and engagement materials included: information sheets, project maps and construction notices

Ministry of Transportation and Infrastructure – Pattullo Bridge Replacement Project

Communications, consultation and engagement materials included: display boards, project renderings, and maps

BC Hydro – West End Substation

Communications, consultation and engagement materials included: discussion guide, notification materials, and renderings

Demonstrate the format and breadth of your summary reporting and format by providing a sample report.

Kirk & Co. is a leader in analyzing and summarizing input received through stakeholder engagement and public consultation—through hardcopy and online feedback forms, written submissions, meeting notes, and other tools used during consultation—in consultation summary reports and consideration memos after each phase of engagement and consultation. These reports provide an overview of the engagement process, including the scale of participation, frequency and type of engagement.

Through experience, Kirk & Co. emphasizes the importance of these reports to allow participants to understand how their feedback was captured in the record, including how it compared to other participants.

A sample Summary Report from the Capital Regional District Wastewater Treatment Project is provided in Appendix B.

Our Team

Name	Position	Proposed Role
Judy Kirk	President and CEO	Senior facilitation; strategic advice.
Chris Chok	Chief Operating Officer	Senior facilitation; strategic advice.
Sam Oliphant	Senior Vice President	Strategic advice; media relations and issues management lead.
Evan Southern	Senior Associate	Client lead; strategic advice; plan oversight and issues management support.
Anna Wright	Vice President	Strategic advice; senior facilitation.
Christine Woolley	Art Director	Branding and materials oversight; graphic design services.
Hazel Currie	Communications Manager	Engagement lead; materials development and event management.
Melanie Belanger-Finn	Manager, Client Services	Materials development and event management.
Taylor Bamford	Communications Assistant	Research; materials development; event logistics.

Workplan

This is a preliminary estimate based on several assumptions around the scope of work outlined in Invitation to Quote. This estimate is based on the assumption of providing the deliverables and activities outlined in the Invitation to Quote for an initial phase of consultation and engagement related to the future use of the Oak Bay Lodge site. This assumes stakeholder engagement and community consultation taking place over a 3-4 month period. This estimate is subject to change based on further discussion with the Capital Regional Hospital District.

Tasks

A. PLAN DEVELOPMENT

Assumes reviewing key materials, facilitating an internal planning workshop with CRHD staff, and development of a Communications and Engagement Plan.

B. STAKEHOLDER MAPPING, ENGAGEMENT AND TRACKING

Assumes development of a stakeholder map, advice and support to meetings with stakeholders, and ongoing tracking of interactions with stakeholders over 3-4 month period.

C. MATERIALS DEVELOPMENT

Assumes development of core communications and community consultation materials such as a consultation discussion guide and feedback form, key messages and questions and answers, and fact sheets.

Tasks

D. NOTIFICATION

Assumes planning, distributing, and tracking responses to notification for up to 5 public events over one round of engagement.

E. FACILITATION, STAFFING AND LOGISTICS SUPPORT FOR OPEN HOUSES

Assumes two two-hour online public open houses during the public consultation period – Kirk & Co. team would facilitate the Q&A and handle logistics of the online platform.

F. FACILITATION, MEETING RECORDING AND LOGISTICS SUPPORT FOR STAKEHOLDER MEETINGS

Assumes four two-hour small group stakeholder meetings during the consultation period – Kirk & Co. team would facilitate and provide note taking of each meeting.

G. ONLINE CONSULTATION

Assumes development of website copy to be posted on project website, programming and monitoring of an online feedback form, tracking of email and social media enquiries/comments during consultation period.

H. CONSULTATION SUMMARY REPORT

Assumes coding, analysis and summary of approximately 100 pieces of feedback, writing and production of a public facing consultation summary report.

Tasks

I. ISSUES MANAGEMENT AND MEDIA RELATIONS SUPPORT

Assumes one media and message training session, moderate level of support required for one media issue per month, over a 3-4 month period.

J. PRIORITY STRATEGIC ADVICE

Ongoing strategic advice on matters of communications and engagement to project team, such as monthly strategy calls. Assumes modest number of hours per month for 3-4 month period.

TOTAL	\$73,825.00
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Potential project expenses including things like website hosting, purchasing of images or other digital assets and will be charged at cost.

Kirk & Co. bills for hours worked and invoices monthly; terms are net 30 days.

Additional approved scope of work will be billed as per the fee schedule above.

Taxes - Kirk & Co. will charge 5% GST

Kirk&Co.



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