

# **CITY OF WHITEHORSE – STANDING COMMITTEES**

Monday, April 29, 2019 – 5:30 p.m.

Council Chambers, City Hall

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## **CALL TO ORDER**

## **ADOPTION OF AGENDA**

## **PROCLAMATIONS**

## **DELEGATES**

## **COMMUNITY SERVICES COMMITTEE**

1. Spring Recreation Grant Allocations
2. New Business

## **PUBLIC HEALTH AND SAFETY COMMITTEE**

1. New Business

## **DEVELOPMENT SERVICES COMMITTEE**

1. New Business

## **CORPORATE SERVICES COMMITTEE**

1. Budget Amendment –Staff Grant from FCM
2. Budget Amendment – Water License Renewal
3. Budget Amendment and Contract Award – Bylaw Patrol Vehicle
4. Budget Amendment and Contract Award – Fire Hall #1
5. Contract Award – Supply of Servers
6. Quarterly Progress Reports
7. New Business

## **CITY PLANNING COMMITTEE**

1. New Business

## **CITY OPERATIONS COMMITTEE**

1. New Business

**CITY OF WHITEHORSE  
COMMUNITY SERVICES COMMITTEE**

Date: Monday, April 29, 2019

Location: Council Chambers, City Hall

Chair: Jan Stick      Vice-Chair: Jocelyn Curteanu



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	<b>Pages</b>
<b>1. 2019 Spring Recreation Grant Allocations</b>	<b>1 - 5</b>
Presented by K. Rutherford	
<b>2. New Business</b>	

## **ADMINISTRATIVE REPORT**

<b>TO:</b> Community Services Committee
<b>FROM:</b> Administration
<b>DATE:</b> April 29, 2019
<b>RE:</b> 2019 Spring Recreation Grant Allocations

### **ISSUE**

Approval of the 2019 Spring Recreation Grant Recommendations for:

- Category 1 – Recreation Grants
- Category 2 – Parks/Recreation Facilities Grants
- Category 3 – Arts/Cultural Facilities Grants

### **REFERENCE**

Recreation Grant Appendices A, B, C  
Recreation Grant Policy

### **HISTORY**

Council policy governs the allocation of recreation grants. The Recreation Grant Task Force<sup>1</sup> met on Thursday March 28, 2019 to discuss and compile recommendations for funding in accordance with the Recreation Grant Policy.

A total of \$215,575.20 is available for two granting sessions in 2019. Category 1, 2, and 3 are allocated in the spring and only Category 1 in the fall. The funding available for this session is:

- \$69,465.50 for Category 1 – Recreation Grants;
- \$110,109.70 divided between Category 2 – Recreation Facilities/Parks Grants and Category 3 – Arts/Cultural Facilities Grants.

This leaves \$36,000 plus any undesignated funds for the fall intake.

The total amount received by the City for 2018 - 2019 through the Community Lottery Fund was \$147,176.00. The City continues to acknowledge Lotteries Yukon's support in City advertising.

### **ALTERNATIVES**

1. Approve the allocation of the grants as recommended
2. Deny the allocation of the grants as recommended

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<sup>1</sup> Appointed by Council; appointees are Jane Koepke, Marilyn(Myke) McPhee, Caili Steele, George Green, Al Loewen, Anne Morgan and Marg White.

### **ANALYSIS**

The Recreation Grant Task Force received and reviewed 30 applications. Council has the authority to deny any of the recommendations brought forward by the Task Force. The result of denied recommendations is that some projects might not proceed.

The applications received, together with the recommendations of the Task Force, and any applicable conditions, are listed in the attached summary sheets identified as Appendices A, B, and C.

The \$69,465.90 in funds available for Category 1 applications is recommended for full allocation. Of the \$110,109.70 in funds available for Category 2 and 3 applications \$65,952.80 is recommended for allocation.

### **ADMINISTRATIVE RECOMMENDATION**

THAT Council approve the allocation of \$69,465.90 for the Category 1 Recreation Grants, \$65,952.80 for Category 2 – Recreation Facilities/Parks Grants and Category 3 – Arts/Cultural Facilities Grants, subject to any conditions as outlined in the summary sheets.

Appendix "A" Spring 2018 Recreation Grants - Category 1

#	Applicant	Priority	Type	Project	Subtotals	Amount Requested	Amount Recommended	Notes & Conditions
1	Flatwater North	1	EQ (minor)	Safety boat and paddle boards	N/A	\$ 3,040.00	\$ 2,128.00	
		1	PA	Indigenous & Female Play Readings	\$ 3,000.00			
2	Gwaandak Theatre Society	2	LD	Mentorship- Directors and Producers	\$ 1,000.00	\$ 4,000.00	\$ 3,000.00	
3	Community Choir of Whitehorse Society	1	PA	contracts for Artists Personnel	\$ 3,000.00			
		2	EQ Min	Sheet Music & Practice CD's	\$ 1,300.00	\$ 6,300.00	\$ 6,300.00	
		3	LD	Professional Development	\$ 2,000.00			
4	Jazz Yukon	1	PA	Jazz in the Hall	N/A	\$ 2,400.00	\$ 1,680.00	
5	Larrikin Entertainment Ensemble	1	PA	Theatrical production	N/A	\$ 6,000.00	\$ 4,200.00	
6	Heart of Riverdale	1	PA	Arts Camp and youth Internship	N/A	\$ 10,000.00	\$ 7,000.00	
7	Nakai Theatre	1	PA	24 hour Challenge		\$ 4,500.00	\$ 3,150.00	
8	Freedom Trails	1	PA	Partial contract fees and wage expenses	N/A	\$ 4,000.00	\$ 2,800.00	
9	Boys and Girls Club	1	PA	Pilot-Annual dodgeball tournament	N/A	\$ 5,000.00	\$ 3,500.00	
		1	LD	Training Camp	\$ 750.00			
		2	CP	List	\$ 500.00			
		3	EQ	Arming Swords	\$ 475.00	\$ 1,925.00	\$ 1,347.50	
		4	OM	Heating Fuel	\$ 200.00			
11	Fetal Alcohol Syndrome Society of Yukon	1	PA	Programming		\$ 37,500.00	\$ 5,000.00	
12	Yukon Summer Music Camp	1	PA	Yukon Summer Music Camp	N/A	\$ 9,000.00	\$ 6,300.00	
13	Boreal Adventure Running Association	1	OM	Signage and Materials	N/A	\$ 750.00	\$ 750.00	conditions-clean up signage
14	Special Olympics	1	PA	Golf Program	N/A	\$ 1,500.00	\$ 1,100.00	
15	Music Yukon	1	PA	Arts in the Park	N/A	\$ 7,000.00	\$ 4,900.00	
16	Whitehorse Concerts	1	PA	Classical Music Series	N/A	\$ 3,000.00	\$ 2,100.00	
17	Victoria Faulkner Women's Centre	1	PA	Mom & Kids Summer Recreation Program	N/A	\$ 7,300.00	\$ 5,110.00	
18	Yukon Theatre for Young People society	1	PA	Newsies, the Broadway Musical	N/A	\$ 6,000.00	\$ 4,200.00	
19	Yukon Conservation Society	1	PA	Nature Interpretation Program	N/A	\$ 3,000.00	\$ 2,100.00	
20	Inclusion Yukon	1	PA	Summer recreation program		\$ 4,000.00	\$ 2,800.00	
				<b>Total Amount Requested:</b>		<b>\$ 126,215.00</b>		
				<b>Total Amount Available:</b>		<b>\$ 69,465.50</b>		
	PA Program Assistance	EQ		Equipment Minor/Major		Amt. Designated	\$ 69,465.50	
	LD Leadership Development	OM		Operations & Maintenance				
	CAP Capital							

**Appendix "B" Spring 2018 Recreation Grants Category 2 (Parks / Recreation Facilities)**

							Total Amount Available for Category 2		\$42,434.08	
#	Applicant	Priority	Type	Project	Subtotals	Amount Requested	Amount Recommended	Notes & Conditions		
1	Mountain View Golf Club	1	OM	Electrical	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00			
		2		Insurance	\$ 10,000.00					
2	Whitehorse Cross Country Ski Club	1	OM	Operational Expenses		\$ 20,000.00	\$ 11,000.00	use for trails not for City facilities		
3	CopperRidge Neighbourhood Assoc.	2	CAP	Basketball Net purchase		\$ 7,119.45	\$ 5,000.00			
4	Friends of Mount Sima Society	2	OM	snowmaking and chairlift		\$ 28,465.00	\$ 9,000.00			
5	Special Olympics See also category 1 - Golf Program	2	OM	Electrical		\$ 1,000.00	\$ 600.00			
					<b>Total Amount</b>	<b>\$ 66,584.45</b>	<b>Amt. Designated</b>	<b>\$ 31,600.00</b>		

**Appendix "C" Spring 2018 Recreation Grants Category 3 (Arts/Cultural Facilities)**

							Total Amount Available for Category 2 and		\$ 67,675.62
#	Applicant	Priority	Type	Project	Amount Requested	Amount Recommended	Notes & Conditions		
1	MacBride Museum Society	1	OM	MacBride	\$ 35,000.00	\$ -			
2	Yukon Church Heritage Society/Old Log Church Museum	1	PA	MacBride Programmer	\$ 25,000.00	\$ -	Funds owing to City		
3	Yukon Church Heritage Society/Old Log Church Museum	1	OM	Operational Expenses	\$ 6,000.00	\$ 3,600.00			
4	Yukon Transportation Museum Society	1	OM	Operational Expenses	\$ 25,000.00	\$ 15,000.00			
5	Yukon Arts Centre	1	PA	Youth Arts education and Transportation Program	\$ 7,802.80	\$ 7,802.80			
	Guild Society	1	OM	Utilities Support	\$ 13,250.00	\$ 7,950.00			
					<b>Total Amount Requested \$</b>	<b>112,052.80</b>			
					<b>Amt. Designated</b>	<b>\$ 34,352.80</b>			
					<b>Total remaining for carryover to fall</b>	<b>\$ 44,156.90</b>			

**CITY OF WHITEHORSE  
PUBLIC HEALTH AND SAFETY COMMITTEE**

Date: Monday, April 29, 2019

Location: Council Chambers, City Hall

Chair: Jocelyn Curteanu Vice-Chair: Stephen Roddick



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**Pages**

**1. New Business**



**CITY OF WHITEHORSE  
DEVELOPMENT SERVICES COMMITTEE AGENDA**

Date: Monday, April 29, 2019

Location: Council Chambers, City Hall

Chair: Laura Cabott      Vice-Chair: Dan Boyd



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**Pages**

**1. New Business**

**CITY OF WHITEHORSE  
CORPORATE SERVICES COMMITTEE AGENDA**

Date: Monday, April 29, 2019

Location: Council Chambers, City Hall

Chair: Samson Hartland      Vice Chair: Laura Cabott



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Presented by T. Eshpeter	
<b>3. Budget Amendment and Contract Award - Bylaw Patrol Vehicle</b>	<b>36 - 37</b>
Presented by R. Graham	
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<b>6.1 Corporate Services Division</b>	
<b>6.2 Community and Recreation Services Division</b>	
<b>6.3 Development Services Division</b>	
<b>6.4 Operations and Infrastructure Division</b>	
<b>7. New Business</b>	

## **ADMINISTRATIVE REPORT**

<b>TO:</b> Corporate Services Committee
<b>FROM:</b> Administration
<b>DATE:</b> April 29, 2019
<b>RE:</b> Budget Amendment – Staff Grant from FCM

### **ISSUE**

Amend the 2019 to 2021 Operating Budget to account for a staff grant from the Federation of Canadian Municipalities (FCM) for a term senior project technician position that would focus on energy management.

### **REFERENCE**

- City of Whitehorse Energy Management Plan (2012)
- Whitehorse Sustainability Plan 2015-2050
- Grant Agreement with FCM

### **HISTORY**

The City has received funding confirmation from the FCM Municipalities for Climate Innovation Program (MCIP) Staff Grant, which provides a maximum of \$125,000 to February 28, 2021 to fund up to 80% of eligible staff costs for a new term staff position focused on energy management.

The employee would undertake actions to reduce greenhouse gas emissions from buildings, primarily through energy use reduction. The description of tasks is outlined in Schedule A of the attached Grant Agreement with FCM. The position is intended to implement operational energy efficiencies, oversee previously-identified capital upgrades that reduce energy use, and fulfill climate change planning and monitoring tasks identified in the funding program application.

### **ALTERNATIVES**

1. Amend the 2019-2021 operating budget in the amount of \$125,000 to account for a Staff Grant, funded by a FCM MCIP grant.
2. Do not proceed with the budget amendment and decline the grant from FCM.

### **ANALYSIS**

The FCM Municipalities for Climate Innovation Program (MCIP) Staff Grant would enable the hiring of an additional senior project technician. An operating budget proposal to fund the position was not approved by Council as part of the 2019-2021 budget but is being brought back for Council consideration as Administration has identified that currently approved budgets can now be used to fund the additional costs to the City. Administration acknowledges that ordinarily an item refused in the operating budget process would not be brought back to Council, and that this should not become a regular practice. However,

Administration is now confident that it can accommodate this position without increasing the burden on rate payers.

In 2019, administration is proposing to pay the City's portion of the staff cost with the wages saved due to the vacancy of its existing Senior Project Technician position. In 2020, the City's contribution would be paid using available funds in the Operations Department budget resulting from permanent staff vacancies, and if needed, from capital projects that the employee would be working on including:

- Fleet Management Study;
- CGC Waste Heat Recovery; and
- Takhini Arena Furnaces.

There are no anticipated City contribution requirements for 2021. Accepting funds from FCM will require increases to the 2019 to 2021 total operating budget as follows:

2019: \$31,100

2020: \$62,500

2021: \$31,400

This initiative is a collaborative effort between the Operations Department and the Planning and Sustainability Services Department. The position would report to the Manager of Planning and Sustainability Services, with the support of its Environmental Coordinator and the Operations Department.

This initiative supports goals identified in the Official Community Plan and the Whitehorse Sustainability Plan. These plans commit to reducing energy use and greenhouse gas production in City infrastructure and operations. The 2012 Energy Management Plan outlined strategies and projects, with cost-benefit analyses, for pursuing these goals.

### **ADMINISTRATIVE RECOMMENDATION**

THAT the 2019 to 2021 operating and maintenance budget be amended by increasing the 2019 budget in the amount of \$31,100, 2020 budget in the amount of \$62,500, and the 2021 budget in the amount of \$31,400 to record the additional operating grant.

## GRANT AGREEMENT

**THIS AGREEMENT** is effective as of the date of last signature on the signature page.

### BETWEEN:

**CITY OF WHITEHORSE**

(herein called "**Recipient**")

-and-

**FEDERATION OF CANADIAN MUNICIPALITIES**

(herein called "**FCM**")

### WHEREAS:

- (a) the Government of Canada and FCM have established the Municipalities for Climate Change Innovation Program (herein called **MCIP**);
- (b) the Government of Canada has funded MCIP, which is being administered by FCM;
- (c) FCM has agreed to provide the Recipient with a grant for use by the Recipient solely for the project described in this Agreement; and
- (d) this Agreement contains the terms for the administration and remittance of the grant by FCM to the Recipient and the use of the grant by the Recipient.

**NOW THEREFORE**, the Parties hereby agree as follows:

### ARTICLE 1 DEFINITIONS AND SCHEDULES

1.01 Definitions. Whenever used in this Agreement and unless the context otherwise requires, the following terms have the following meanings:

"**Agreement**" means this agreement, including all schedules, and all amendments or restatements as permitted;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

"**Claim**" has the meaning ascribed thereto in Section 13.01 of this Agreement;

"**Confidential Information**" has the meaning ascribed thereto in Section 11.01 of this Agreement.

"**Eligible Activities**" means any reasonable activities necessary to complete the Project as described in Part 2 of Schedule A attached hereto.

"**Eligible Expenditure Date**" has the meaning ascribed thereto in Part 4 of Schedule C attached hereto;

"**Eligible Expenditures**" means those permitted expenditures described in Part 4 of Schedule C attached hereto, for which the Recipient may use the Grant;

"**Grant**" means the grant set forth in Article 2;

"**Grant Amount**" means the amount to be disbursed by FCM on account of the Grant up to the maximum amount set forth in Part 1 of Schedule B attached hereto;

**“Indemnified Parties”** has the meaning ascribed thereto in Section 13.01 of this Agreement;

**“Parties”** means FCM and the Recipient, and **“Party”** refers to any one of them;

**“Project”** means the project described in Part 2 of Schedule A attached hereto;

**“Project End Date”** has the meaning ascribed thereto in Part 2 of Schedule A attached hereto; and

**“Project Start Date”** has the meaning ascribed thereto in Part 2 of Schedule A attached hereto;

**“Receiving Party”** has the meaning ascribed thereto in Section 11.01 of this Agreement.

1.02 Schedules. The following annexed Schedules form part of this Agreement and the Parties shall comply with all terms and conditions set-out therein:

Schedule A: Part 1: Conditions of Contribution  
Part 2: Description of Project, Statement of Work and Project Expenditures  
Part 3: Reporting Requirements and Project Deliverables

Schedule B: Part 1: Grant Amount  
Part 2: Particulars of the Sources of Funding  
Part 3: Payment Schedule/Period of Funding

Schedule C: Part 1: Request for Contribution, Letter of Attestation and Expense Claim  
Part 2: Completion Report Templates  
Part 3: Accepted Practices  
Part 4: Eligible Expenditures

Schedule D: Contact Information

## **ARTICLE 2 THE GRANT**

2.01 Grant Purpose. FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the performance of the Project, as described in Part 2 of Schedule A attached hereto.

2.02 Grant Amount. Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Expenditures, the Grant Amount, as more particularly described in Part 1 of Schedule B attached hereto.

2.03 Disbursement of Grant.

- (a) FCM shall disburse the Grant in accordance with Part 3 of Schedule B attached hereto.
- (b) No portion of the Grant shall be disbursed by FCM without it first receiving from the Recipient a completed Request for Contribution in accordance with Part 1 of Schedule C attached hereto.
- (c) Provided that the Conditions of Contribution set-out in Part 1 of Schedule A attached hereto are satisfied, the Recipient may request the Grant by delivering to FCM the appropriate Request for Contribution in accordance with Part 1 of Schedule C attached hereto at least 30 days before the requested date of disbursement; the requested date of disbursement may be delayed if the Request for Contribution delivered by the Recipient

to FCM is not, in FCM's sole discretion, satisfactory and revisions or supplemental documentation are required.

- 2.04 Term. This Agreement shall continue in force until FCM has received and notified the Recipient of its satisfaction with all reports required to be completed by the Recipient in accordance with the terms and conditions of this Agreement, or until the Agreement has been terminated in accordance with Section 12.01, whichever shall first occur.

### **ARTICLE 3 CONDITIONS OF CONTRIBUTION**

- 3.01 Conditions of Contribution. Subject to Section 2.03, the obligation of FCM to disburse the Grant to the Recipient is conditional upon the Recipient satisfying the conditions set-out in Part 1 of Schedule A attached hereto, to the satisfaction of FCM.

### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

- 4.01 Representations and Warranties. The Recipient represents and warrants that:
- (a) it is duly established under the laws of the Territory of Yukon and has the legal power and authority to enter into, and perform its obligations under this Agreement and the Project;
  - (b) this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
  - (c) neither the making of this Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient;
  - (d) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation and/or delivery of the Project or its compliance with its obligations under this Agreement; and
  - (e) it has the right to grant the license set out in Section 6.02 of this Agreement.

### **ARTICLE 5 COVENANTS**

- 5.01 Affirmative Covenants. Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it shall:
- (a) use the Grant only for Eligible Activities relating to the Project;
  - (b) carry out the Project and conduct the activities thereof in compliance with all applicable laws and regulations and, without restricting the generality of the foregoing, in compliance with all labour, environmental, health and safety and human rights legislation applicable to the Project;

- (c) carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices;
- (d) provide FCM with prompt notice of any:
  - (i) material change to the Project;
  - (ii) proposed change in the nature or scope of its legal status; or
  - (iii) act, event, litigation or administrative proceeding that does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under this Agreement or the Project.

5.02 Negative Covenants. Unless FCM shall otherwise agree in writing, the Recipient shall not:

- (a) use the Grant for expenditures that are not Eligible Expenditures;
- (b) for 5 years after the date of this Agreement, sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with the Grant (the “**Assets**”); if at any time within 5 years after March 31, 2021, the Recipient sells, assigns, transfers, leases, exchanges or otherwise disposes of any Asset other than to the Government of Canada, a local government, or with the Government of Canada’s consent, the Recipient may be required to pay back to FCM, at FCM’s sole discretion, all or a portion of the Grant that was disbursed by FCM to the Recipient.

## **ARTICLE 6 INTELLECTUAL PROPERTY**

- 6.01 Intellectual Property. Copyright in all reports, documents and deliverables prepared in connection with this Agreement and listed in the Schedules of this Agreement by or on behalf of the Recipient (the “Recipient Documentation”) will be the exclusive property of, and all ownership rights shall vest in either the Recipient or, subject to the Recipient’s ability to grant the license set out in Section 6.02, a person or entity engaged to develop the Recipient Documentation on behalf of the Recipient.
- 6.02 License. The Recipient hereby grants to FCM an irrevocable, perpetual, worldwide, royalty-free, license, to use, publish, make improvements to, sub-license, translate and copy the Recipient Documentation. This license shall survive the expiration or termination of this Agreement.

## **ARTICLE 7 APPROPRIATIONS**

- 7.01 Appropriations. Notwithstanding FCM’s obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under this Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the project or program in relation to which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown’s main or supplementary estimates expenditures. FCM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action,



whether in contract, tort or otherwise, arising from any such reduction, delay or termination of funding.

**ARTICLE 8  
MEMBERS OF THE HOUSE OF COMMONS AND SENATE**

- 8.01 No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public. The Recipient will promptly inform FCM should it become aware of the existence of any such situation.

**ARTICLE 9  
NO BRIBES**

- 9.01 The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain this Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

**ARTICLE 10  
AUDIT AND ACCESS**

10.01 Audit and Access.

- (a) FCM reserves the right to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.
- (b) The Recipient shall maintain proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, employee timesheets, and vouchers, in respect of the Project. The Recipient covenants and agrees that it shall keep all such books and records of the Project until March 31, 2028.
- (c) Upon FCM's request with reasonable prior notice thereto, the Recipient shall provide FCM and its designated representatives with reasonable and timely access to sites, facilities, and any documentation relating to the Project for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement, and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project.
- (d) The Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of this Agreement and any records and accounts respecting the Project and will have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.
- (e) The covenants, rights and obligations contained in this Article 10 shall survive the termination or expiry of this Agreement.

**ARTICLE 11  
CONFIDENTIALITY**

11.01 Confidentiality.

- (a) All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party ("**Receiving Party**") or furnished to the Receiving Party in connection with this Agreement and expressly identified as confidential thereby, including, without limitation, the terms of this Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder.
- (b) The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.

**ARTICLE 12  
TERMINATION**

12.01 Termination of the Agreement.

- (a) FCM may terminate this Agreement:
  - (i) if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach;
  - (ii) if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient;
  - (iii) if, in FCM's sole discretion, the Project cannot be completed as initially presented; and
  - (iv) if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.
- (b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

12.02 Effect of Termination. If this Agreement is terminated pursuant to Section 12.01, the Recipient may be:

- (a) reimbursed for all or a portion of the expenses they have incurred in relation to the Project up to the effective date of termination; or

- (b) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination;

as applicable, all subject to FCM's sole discretion and satisfaction, taking into consideration out-of-pocket expenses incurred and results reported by the Recipient in connection with the Project.

### ARTICLE 13 INDEMNITY

- 13.01 Indemnity. The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents (collectively, the "**Indemnified Parties**") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "**Claim**"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.
- 13.02 Intellectual Property Indemnity. Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Intellectual Property infringes any intellectual property right and Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Recipient is promptly notified in writing of such claim or suit, and (ii) Recipient shall have the sole control of the defense and/or settlement thereof.

### ARTICLE 14 MISCELLANEOUS PROVISIONS

- 14.01 Notice. Any notice, document or other communication required to be given under this Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule D attached hereto, or to such other address, email address or person that the Party designates in writing to the other Party. The notice shall be deemed to have been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.
- 14.02 Relationship of the Parties. The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and this Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.
- 14.03 Public Announcements. The Recipient shall cooperate with FCM, who will lead the preparation and issuance of the public funding announcement for the Project and/or the coordination of a public announcement event attended by FCM and the Government of Canada. The Recipient will be informed of the process immediately after the signature of this Agreement. If any public statement or release is so required, the Recipient shall promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada to participate in such media activities or events.
- 14.04 Project Branding. The Recipient shall recognize and state in an appropriate manner, as approved by FCM, the financial assistance offered by FCM concerning the Project and the contribution of the Government of Canada to FCM, as specified in Part 3 of Schedule C attached hereto. If requested by FCM, the Recipient shall have affixed, in content, form, location and manner acceptable to FCM, signage acknowledging the contribution of FCM and the Government of

Canada to the Project. The Recipient shall adhere to the policies regarding the use of graphic design elements and signage as specified in Part 3 of Schedule C attached hereto.

- 14.05 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- 14.06 Survival. Except as otherwise provided herein, those sections of this Agreement which, by the nature of the rights or obligations set-out therein might reasonably be expected to survive any termination or expiry of this Agreement, shall survive any termination or expiry of this Agreement.
- 14.07 Amendments. No amendment of the Agreement will have any force or effect unless reduced to writing and signed by both Parties.
- 14.08 Assignment. This Agreement cannot be assigned by either of the Parties hereto without the prior written consent of the other Party.
- 14.09 Enurement. This Agreement shall enure to the benefit of, and shall be binding upon, the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.
- 14.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein.
- 14.11 Severability. Each of the binding provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any binding provision or part of a binding provision will not affect the validity or enforceability of any other provision of this Agreement.
- 14.12 Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- 14.13 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or in protocol document format ("PDF")) in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date written below.**

**CITY OF WHITEHORSE**

Per: \_\_\_\_\_

Name: Linda Rapp

Title: City Manager

Date: \_\_\_\_\_

Per: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

*I have authority to bind the Recipient herein.*

**FEDERATION OF CANADIAN MUNICIPALITIES,**

Per: \_\_\_\_\_

Name: Geneviève Thouin

Title: Project Director - MCIP

Date: \_\_\_\_\_

*I have authority to bind FCM herein.*

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## **Contract Schedules MCIP – Climate Change Staff Grant**

### **Schedule A**

#### **Part 1 Conditions of Contribution**

The obligation of FCM to disburse the Grant Amount is conditional upon the Recipient satisfying the following conditions, to the satisfaction of FCM:

- Completed Request for Contribution in the form of Schedule C, Part 1
- Receipt and acceptance of all reports which are a condition of disbursement
- Letter of Attestation in the format of Part 1 of Schedule C
- Confirmation that all expenses claimed are eligible including a completed Expense Claim in the form of Part 1 of Schedule C (Expense Claim).

The Recipient acknowledges and agrees that, notwithstanding the foregoing conditions, FCM's obligation to disburse the Grant Amount is subject to Article 7 of the Agreement.

## Schedule A

### Part 2 Description of Project, Statement of Work and Project Expenditures

The Recipient will undertake a Project in accordance with the phases, activities and/or milestones outlined in the below Statement of Work.

Project Number: MCIP 16113

Project Sector: Mitigation

Project Type: Climate Change Staff Grant

#### Climate Change “Mitigation” Staff Grants

The grant-funded staff person will implement initiatives that will produce a lasting improvement in municipal GHG emissions reduction. The **first required phase of work** is to refresh a greenhouse gas (GHG) emissions reduction plan. The plan will establish a baseline GHG emissions inventory, set emissions reduction targets, and outline actions to reduce GHG emissions for municipal operations and the community in all areas of municipal activity, including energy use, transportation planning, land use, waste and water management.

The **second required phase of work** for the grant-funded staff person is to implement operational and institutional changes that will help ensure long-term GHG emissions reduction after the grant period.

The **third phase of work** will be to carry out the preparatory work to be able to implement climate mitigation projects and the grant-funded staff person is required to move activities from the planning stage to the implementation stage over the course of the grant period.

#### In Year 1, the Recipient plans to:

- Renew Energy Management Plan with updated business case and progress reporting
- Develop a comprehensive database of climate change related recommendations from existing City plans.
- Develop a database for tracking corporate emissions and reporting on emissions reduction projects.
- Coordinate regular meetings of the internal energy management working group.
- Develop a work plan and budget for operational changes at the Canada Games Centre based on previously-identified opportunities
- Review equipment, maintenance, and controls for the City priority buildings.
- Develop an energy reduction action plan for City buildings
- Identify and implement staff capacity-building opportunities
- Secure design services for the Canada Games Centre waste heat recovery project replacement.
- Oversee Takhini Arena furnace replacement
- Participate in operational and capital budget preparation
- Prepare external funding proposals for capital projects
- Participate in City Hall roof and envelope upgrade design process.

#### In Year 2, the Recipient intends to:

- Report on City emissions and progress on recommended activities

- Contribute to Official Community Plan by carrying forward recommendations from existing plans, and building upon accomplishments
- Develop a tracking protocol for emissions and energy reporting
- Implement operational changes in Canada Games Centre that result in measurable energy-savings and emissions reduction
- Review fleet management practices and identify opportunities for data collection and fuel reduction
- Implement staff capacity-building actions
- Implement operational changes identified in the energy action plan developed in Year 1
- Prepare energy projects for budget review and pre-design
- Prepare business case and project proposals for capital upgrades
- Seek external funding for capital and infrastructure projects

Project Start Date	Project End date
01 MAR 2019	28 FEB 2021

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For a list of the required Milestone Reports, please see Schedule A Part 3.

<b>Workplan and Budget — Year 1 of Climate Change Staff Grant</b>		
<b>Lead applicant</b>	<b>City of Whitehorse</b>	<b>Total grant amount (below)</b>
<b>Staff title</b>	<b>Climate Change Coordinator</b>	\$125,000
<b>Milestone 1</b>	<b>Start date</b>	<b>End date</b>
	01-Mar-2019	31-Aug-2019
<b>Disbursement 1 Deliverables:</b>		
<b>Signed employment contract</b>		
<b>Gantt chart demonstrating proposed schedule of activities including:</b>		
Year 1: Detailed schedule of proposed activities related to Phases 1, 2 and 3 in first year of work		
Year 2: Preliminary schedule of proposed activities related to Phases 1, 2 and 3 in second year of work (to be revised in Disbursement 2 Deliverables)		
<b>Revised Maturity Scale (if needed)</b>		
<b>Confirmation of participation in Community of Practice activities</b>		
<b>Disbursement 1 subtotals</b>	<b>% of total grant amount</b>	<b>Disbursement (\$)</b>
	25.00%	\$31,100
<b>Milestone 2</b>	<b>Start date</b>	<b>End date</b>
	01-Sep-2019	29-Feb-2020
<b>Disbursement 2 Deliverables:</b>		
<b>Progress Report 1:</b>		
- Submit any reports/documents related to completed tasks		
- If any scheduled tasks have not been completed, explain why and present plan to complete them		
<b>Updated Year 2 Gantt Chart:</b>		
Revise preliminary schedule presented for Disbursement 1 Deliverables. Include a full schedule of proposed activities up to end of Year 2		
<b>Year 1 supervisor's report</b>		
<b>Confirmation of participation in Community of Practice activities</b>		
<b>Disbursement 2 subtotals</b>	<b>% of total grant amount</b>	<b>Disbursement (\$)</b>
	25.00%	\$31,100
<b>Total grant for the 1<sup>st</sup> year</b>	<b>50.0%</b>	<b>\$62,200</b>

**Note: Grants will be disbursed upon payment of salary and progress demonstrated towards milestones. If for any reason the salary of an employee was not paid, or sufficient progress has not been achieved, FCM reserves the right to deny disbursement claims.**

<b>Workplan and Budget — Year 2 of Climate Change Staff Grant</b>		
<b>Lead applicant</b>	<b>City of Whitehorse</b>	<b>Total grant amount (below)</b>
<b>Staff title</b>	<b>Climate Change Coordinator</b>	\$125,000
<b>Milestone 3</b>	<b>Start date</b>	<b>End date</b>
	01-Mar-2020	31-Aug-2020
<b>Disbursement 3 Deliverables:</b>		
<b>Progress Report 2:</b>		
<ul style="list-style-type: none"> <li>- Submit any reports/documents related to completed tasks</li> <li>- If any scheduled tasks have not been completed, explain why and present plan to complete them</li> </ul>		
<b>Confirmation of participation in Community of Practice activities</b>		
<b>Disbursement 3 subtotals</b>	<b>% of total grant amount</b>	<b>Disbursement (\$)</b>
	25.00%	\$31,400
<b>Milestone 4</b>	<b>Start date</b>	<b>End date</b>
	01-Sep-2020	28-Feb-2021
<b>Disbursement 4 Deliverables:</b>		
<b>Confirmation of participation in Community of Practice activities</b>		
<b>Final Maturity Scale</b>		
<b>Completion Report</b>		
<b>Disbursement 4 subtotals</b>	<b>% of total grant amount</b>	<b>Disbursement (\$)</b>
	25.00%	\$31,400
<b>Total grant for the 2<sup>nd</sup> year</b>	<b>50.0%</b>	<b>\$62,800</b>

**Note: Grants will be disbursed upon payment of salary and progress demonstrated towards milestones. If for any reason the salary of an employee was not paid, or sufficient progress has not been achieved, FCM reserves the right to deny disbursement claims.**

## Schedule A

### Part 3 Reporting Requirements and Project Deliverables

The following reports are to be provided to FCM at the time a disbursement request is made or at the completion of the Project. The format of the reports are provided in Part 2 of Schedule C.

Name of Report	Due Date:	Content:
<b>Milestone 1:</b>		
Signed Employment Contract	30-Aug- 2019	<ul style="list-style-type: none"> <li>• Complete schedule of proposed activities:               <ul style="list-style-type: none"> <li>• Year 1: Detailed schedule of proposed activities related to Phases 1, 2, and 3 in the first year of work</li> <li>• Year 2: Preliminary schedule of proposed activities related to Phases 1, 2, and 3 in second year of work (to be revised in Milestone 2)</li> </ul> </li> </ul>
Gantt Chart (see Part 2 Schedule C)		
Revised Maturity Scale		
PCP Joining Resolution if applicable (mitigation only)		
Confirmation of participation in Community of Practice Activities		
<b>Milestone 2:</b>		
Progress Report 1	29-Feb-2020	<ul style="list-style-type: none"> <li>• Update on status of activities to date (based on Milestone 2 workplan)</li> <li>• Submission of any supporting documents related to completed tasks</li> <li>• In the case of incomplete tasks – explanation of delay and plan to complete</li> </ul>
Updated Year 2 Gantt Chart		
Year 1 supervisor's report		
Confirmation of participation in Community of Practice activities		
<b>Milestone 3:</b>		
Progress Report 2	30-Aug-2020	<ul style="list-style-type: none"> <li>• Update on status of activities to date (based on Milestone 3 workplan)</li> <li>• Submission of any supporting documents related to completed tasks</li> <li>In the case of incomplete tasks – explanation of delay and plan to complete</li> </ul>
Confirmation of participation in Community of Practice activities		
<b>Milestone 4:</b>		
Final maturity scale	28-Feb-2021	<ul style="list-style-type: none"> <li>Completed self-assessment as per Schedule C part 2</li> <li>Completed report as per Schedule C part 2</li> </ul>
Completion report		
Confirmation of participation in Community of Practice activities		

## Schedule B

### Part 1 Grant amount

Subject to the terms and conditions of this Agreement, FCM agrees to contribute towards the Eligible Expenditures an amount (the “**Grant Amount**”) that is equal to the lesser of:

the sum of one hundred twenty-five thousand dollars (\$125,000.00); or

eighty percent (80%) of Eligible Expenditures;

Notwithstanding the foregoing, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as described in Part 2 of Schedule B (all as determined and calculated by FCM) is greater than the total expenditures incurred by the Recipient in respect of the Project then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.

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**Schedule B**

**Part 2 Particulars of the Sources of Funding**

The funding sources for this initiative are outlined in the table below. Each funding source indicates the amount of funding and when the funding was confirmed or is expected to be confirmed.

<b>Funding source</b>	<b>Description</b>	<b>Confirmed (Y/N)</b>	<b>Date committed DD-MMM-YYYY</b>	<b>Amount (\$)</b>	<b>% of total budget</b>
<b>FCM Grant</b>	Grant	Y	04-Dec-2018	\$125,000	79%
Year 1: City of Whitehorse	Cash	N	DDMMMYYYY	\$15,081	21%
Year 2: City of Whitehorse	Cash	N	DDMMMYYYY	\$18,345	
<b>Total funding:</b> <b>[Must equal budget total expenditures]</b>				<b>\$158,426</b>	<b>100%</b>

<b>Budget total expenditures</b>	<b>\$158,426</b>
<b>Budget total Eligible Expenditures</b>	<b>\$158,426</b>

## Schedule B

### Part 3 Payment Schedule/ Period of Funding

FCM will disburse the Grant Amount as determined in this table upon completion of milestones or activities as evidenced by submission and acceptance by FCM of Milestone Report/Final Report and a Request for Contribution.

The Milestone Report/Final Report and Request for Contribution must be submitted at least 30 days prior to the date of disbursement.

The Recipient must notify FCM in writing of any anticipated delays in this disbursement schedule. FCM reserves the right to adjust dates of disbursement or amounts subject to Article 7 of the Agreement.

<b>Milestone Report/deliverable</b>	<b>Date of Report Submission</b>	<b>Expected Date of Disbursement</b>	<b>Amount of Disbursement</b>	<b>% (Up to 80% of Eligible Expenditures)</b>
Signed Employment Contract, Gantt Chart, participation in Community of Practice (CoP) Activities	31-Aug-2019	30-Sep-2019	\$31,100	25%
Progress Report 1, Updated Year 2 Gantt Chart, Year 1 supervisor's report, participation in CoP	28-Feb-2020	31-Mar-2020	\$31,100	25%
Progress Report 2, participation in CoP	31-Aug-2020	30-Sep-2020	\$31,400	25%
Final maturity scale, Completion report, participation in CoP	28-Feb-2021	31-Mar-2021	\$31,400	25%

### Period of Funding.

The Period of Funding is defined as the period between Project Start Date and 90 days after the Project End Date as set out in Part 2 of Schedule A and no later than 28 Feb 2021.

Schedule C

**Part 1 Request for Contribution, Letter of Attestation and Expense Claim**

**[LETTERHEAD OF THE RECIPIENT]**

**[Address]**  
**[Date]**

Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Attention: Sami El Euch  
Project Officer - MCIP

Ladies and Gentlemen:

**Re: MCIP – no. 16113 Agreement between the Federation of Canadian Municipalities (as Trustee) and the Corporation of the City of Whitehorse (“Recipient”) (the “Agreement”)**

I, **[Instruction: insert the name of a person named in the agreement]**, the **[Instruction: insert the title]**, of the Recipient certify and confirm that the Recipient is requesting the **1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup> or Final (Please choose which contribution you are requesting)** Contribution and that the Recipient has satisfied each condition of contribution listed below. I understand that all information below must be submitted and accepted by FCM, in order for FCM to be able to proceed to transfer funds.

I am attaching to this request for contribution all reports specified as a condition of disbursement in Part 3 of Schedule A:

- **[Instruction: insert the title of report]**
- Letter of Attestation.

In addition, I have also attached the following documents:

- The Expense Claim
- Updated statement of funding sources and amounts (Schedule B Part 2) **if applicable**.
- Payroll register for the staff member supported by this grant

The **[lead organization]’s** CRA business number is **XXXXXXXXXXXXXXXXXX (FCM is collecting the business number as required by the CRA Charity Directorate)**.

The **[lead organization]** would like to have the Contribution to be disbursed to the following account:

Name of Bank: **XXX**  
Address of Bank: **XXX**  
Bank no.: **XXX [3 Digits]**  
Transit no.: **XXXXX [5 Digits]**  
to the credit of Recipient's Account no.: **XXX**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Letter of Attestation for Expense Claim

### [LETTERHEAD OF THE RECIPIENT]

[Address]  
[Date]

TO: The Federation of Canadian Municipalities

This letter of attestation (the “**Letter**”) is issued pursuant to the Agreement # [redacted] (project number) dated [redacted] (the “**Agreement**”) between the Federation of Canadian Municipalities (“**FCM**”) and [redacted] (the “**Recipient**”), and in support of the expense claim submitted by the Recipient to FCM for reimbursement of expenses incurred and paid by the Recipient in relation to the Project (the “**Expense Claim**”).

All defined terms used in this Letter and not otherwise defined shall have the corresponding meaning in the Agreement.

I am an authorized official of the Recipient and I hereby certify, in satisfaction of the terms and conditions of the Agreement, that:

- i. All expenses claimed in the Expense Claim have been incurred and paid by the Recipient;
- ii. All expenses claimed in the Expense Claim relate to the Project;
- iii. All expenses claimed in the Expense Claim relate to Eligible Activities in compliance with the eligible activity requirements described in Part 4 of Schedule C to the Agreement; and
- iv. All expenses claimed in the Expense Claim are Eligible Expenditures in compliance with the Eligible Expenditure requirements described in Part 4 of Schedule C to the Agreement.
- v. All expenses claimed have been incurred during the Period of Funding.

\_\_\_\_\_  
Name and title of authorized officer of Recipient

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Salary Expense Claim

**[LETTERHEAD OF THE RECIPIENT]**

**[Address]**

**[Date]**

Project Number	MCIP 16113
Project Title	Climate Change Staff Grant

The following expenditures have been incurred from the period between XXXX and YYYY for the completion of the milestones identified.

Milestone Completed	Eligible Salary Expenses					Ineligible Expenses	TOTAL Staff Expenditure (Eligible and Ineligible Expenses)
	Total Salary Budget in Part 2 of Schedule A per Milestone	Total Salary Expenditure Claim	Net Direct Salary Paid to Staff	Eligible Fringe Benefits			
				Time off	Paid benefits		
	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>							

In addition to the completed table above, Disbursement requests must include submission of detailed payroll registers in electronic format.

## Schedule C

### Part 2 Report Templates

In addition to completing the First, Second, and Final Phases as described in Schedule A Part 2, as a recipient of MCIP funding, you must complete the following reporting requirements:

- 1) Year 1 Gantt Chart
- 2) Year 1 Progress Report
- 3) Updated Year 2 Gantt Chart
- 4) Year 1 supervisor's Report
- 5) Year 2 Progress Report
- 6) Final maturity scale
- 7) Completion Report

Gantt Chart Instructions and Example:

1. Outline the tasks to be undertaken by the Climate Change Coordinator in the first year of work
2. Plot the schedule of these activities on a week by week basis as shown below
3. For the preliminary Year 2 schedule, outline tasks in as much detail as possible
4. Plot the proposed schedule of these activities on a week by week basis – keep in mind that the tasks and schedule will be revised at the end of Milestone 3 according to project outcomes and progress

Phase 1: Development of a GHG emissions reduction or climate adaptation plan					Phase 2: Operational or institutional changes																			
Phase 3: Preparatory work leading to the implementation of municipal GHG emissions reduction or climate adaptation initiatives					Project Management																			
Milestone 2 - MCIP 16XXX (Year 1 - Sept 2019 - Feb 2020)																								
	September				October				November				December				January				February			
	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4
1	Identification of project stakeholders																							
2	Creation of project team																							
4	Project team meetings																							
3	Development of strategy for engaging external stakeholders																							
5	Community of practice																							
6	Consultation with stakeholders																							
7	Gather baseline data on current state of the Municipality																							
8	Research and develop list of current climate change impacts and affected municipal services																							
9	Analysis and prioritization of risks to municipality																							
10	Research on policy issues and constraints surrounding climate change adaptation in the region																							
11	Define municipal objectives on climate change adaptation and risk																							
12	Assemble cross-functional climate adaptation steering committee to oversee planning and deployment																							
13	Preparation of reports to FCM																							

Milestone 3 - MCIP 16XXX (Year 2 - March - August 2020)																								
	March				April				May				June				July				August			
	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4
1	Define vision, objectives and actions for Climate Adaptation																							
2	Review of best practices in climate change adaptation																							
3	Creation of initial list of adaptation measures to be																							
4	Development of strategy to monitor and evaluate progress on																							
5	Write municipal climate change adaptation plan																							
6	Develop municipal policy detailing organizational commitment to climate adaptation																							
7	Develop guidelines and criteria for local and regional climate																							
8	Needs assessment of municipal information systems to support climate adaptation initiatives																							
9	Present climate change adaptation plan to Council for approval of plan and proposed initiatives																							
10	Project team meetings																							
11	Community of practice																							
12	Consultation with stakeholders																							
13	Collection of supporting documents and preparation of																							

	Milestone 4 - MCIP 16XXX (Year 2 - Sept 2020 - Feb 2021)	September				October				November				December				January				February			
		Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4
1	Assignment of "easy wins" to relevant municipal departments																								
2	Development of budget for implementation of priority actions																								
3	Project team provide support to municipal departments implementing actions identified																								
4	Leveraging information from IS needs assessment to implement monitoring and evaluation																								
5	Project team meetings																								
6	Community of practice																								
7	Consultation with stakeholders																								
8	Collection of supporting documents and preparation of																								

### Progress Report Instructions and Example:

1. Copy the list of activities identified in the project Gantt Chart
2. In the Column "Status" indicate whether the activity is Complete, Ongoing or In Progress.
3. In the Supporting Documentation column, indicate what documents attached to your disbursement request relate to the completion of this activity
4. In the "Notes" column, please provide an explanation as to why any schedule activities are not Complete, but are listed as "In Progress". Please also indicate the expected date of completion of the activity and the plan to keep other project activities on track.

Phase 1: Development of a GHG emissions reduction or climate adaptation plan		Phase 2: Operational or institutional changes	
Phase 3: Preparatory work leading to the implementation of municipal GHG		Project Management	
Milestone 2 - MCIP 16XXX (Year 1 - Sept 2019-Feb 2020)	Status	Supporting documentation	Notes (if "In Progress", please explain and provide expected date of completion)
<b>Project Management</b>			
1	Identification of project stakeholders	Complete	
2	Creation of project team	Complete	List of project team members
4	Project team meetings	Ongoing	
3	Development of strategy for engaging external stakeholders	Complete	Draft strategy
5	Community of practice webinar/meeting	Ongoing	Confirmation of attendance at webinar
6	Consultation with stakeholders	Ongoing	
13	Preparation of reports to FCM	Complete	
<b>Phase 1: Development of a GHG emissions reduction or</b>			
7	Gather baseline data on current state of the Municipality	Complete	Report of current state of municipality
Research and develop list of current climate change impacts and affected municipal services			
8		Complete	List of impacts and affected services
9	Analysis and prioritization of risks to municipality	Complete	Report on municipal risks
<b>Phase 2: Operational or institutional changes</b>			
Research on policy issues and constraints surrounding climate change adaptation in the region			
10		Complete	Report on assessment of provincial, regional and federal climate change adaptation policies
Define municipal objectives on climate change adaptation and risk management			
11		Complete	
Assemble cross-functional climate adaptation steering committee to oversee planning and deployment of adaptation initiatives			
12		In Progress	delayed due to difficulties coordinating across departments. Expected to be completed early in Milestone 3

### Supervisor's mid-term Report

The mid-term report will be sent as an electronic PDF. Questions will be similar to the following:

1. Who within the municipality was involved in supporting the staff member's work besides the supervisor? Describe the nature of their involvement?
2. Were there any significant changes to the scope and/or costs of your staff's proposed work?
3. Is the overall approach, support, and services provided by the Community of Practice (CoP) meeting your staff member's expectations? Why or why not? (300 words)
4. How is your staff member's approach and/or activities increasing municipal capacity to achieve emissions reductions (Refer to the Maturity Scale for GHG Emissions Reduction) or improve climate change resilience (refer to Maturity Scale for Climate Adaptation). (150 words)
5. Describe some of the key deliverables that came out of the project to date. Is the project on track?
6. Please describe any unintended results that were observed and/or any trade-offs that were implemented. (200 words)
7. If FCM were to offer a similar initiative in the future, what suggestions for improvement would you recommend? (200 words)
8. What other comments do you have?

### **Completion Report**

The completion report will be sent as an electronic PDF. Questions will be similar to the following:

1. Briefly describe who was involved in this project, including their title and role within the team (e.g. municipal staff including those working on climate change, elected officials, consultants, community groups, etc.) (max. 200 words)
2. Were there any significant changes to the scope and/or costs of your proposed work (as described in your FCM contract) since the start of the project? If so, please describe these changes and provide a brief explanation. (max. 200 words)
3. Please describe the key strategies and tactics that you used in order to achieve your objectives?
4. What benefits and challenges did you experience through the peer learning (in CoP) aspect of this project? Please explain which specific elements were valuable to you? Would you recommend this approach to other municipalities? (300 words)
5. Was there a project champion who was instrumental in supporting your work? If so, please include his or her name, title and contact information, and describe his or her role in the project. (max. 100 words)

6. How did your approach and/or deliverables increase municipal capacity to achieve emissions reductions (Refer to the Maturity Scale for GHG Emissions Reduction) or improve climate change resilience (refer to Maturity Scale for Climate Adaptation). (350 words)
7. What successes and challenges did you have with municipal business practices when producing or updating a climate adaptation/ emissions reduction plan in your municipality?
8. What successes and challenges did you have when engaging internal and external stakeholders in your climate adaptation/ emissions reduction work
9. What successes and challenges did you have when ensuring that your climate adaptation/ emissions reduction plan is integrated with other policy frameworks in your municipality or region?
10. What successes and challenges did you have in developing measurement frameworks and/or gathering data to track the effectiveness of your climate adaptation/ emissions reduction initiatives?
11. Describe some of the key deliverables that came out of the project.
12. What outcomes were achieved in terms of emissions reductions and/or climate change adaptation within your scope of work at the municipality?
13. What is the expected # of tonnes of GHG emissions per year to be reduced following the implementation of the initiative, if applicable? If unknown or not applicable, please enter "0".
14. What changes do you anticipate to municipal policies, operational processes, HR technical and measurement capacity in relation to climate change initiatives as a result of your work?(max. 200 word
15. What changes do you anticipate within your municipality in terms of social benefits that are/will be realized as a result of your work? (max. 300 words)
16. What changes do you anticipate within your municipality in terms of economic benefits that are/will be realized as a result of your work? (max. 300 words)
17. Please describe any unintended results that were observed and/or any trade-offs that were implemented. (200 words)
18. What is your assessment of your municipality's capacity to continually reduce their GHG emissions or adapt to climate change? (i.e. staff capacity, funding, community buy-in, council support) What are the concrete next steps?
19. If FCM were to offer a similar initiative in the future, what suggestions for improvement would you recommend? (200 words)
20. Describe any new knowledge or resources generated through the project that could be of use to other municipalities who are also attempting to significantly reduce their GHG

emissions or adapt to climate change. (i.e. plans developed, policies, operational processes, etc.)

21. What resources did you use to inform your work? (technical guidelines, research reports or publication, web portals/website, consultation with peers, etc.) Which were the most helpful? Why?
22. Is there a website where more information about your work can be found? If so, please provide a link.
23. Please describe any recognition, awards, or notable public support received relating to this project. (200 words)
24. What other comments do you have?

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## Schedule C

### Part 3 Accepted Practices

#### Copyright

The Recipient shall incorporate the following language into the Final Plan, unless it has received written notice to the contrary from FCM:

“© 201X, [Recipient: Insert legal name here]. All Rights Reserved.  
The preparation of this plan was carried out with assistance from the Government of Canada and the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.”

DRAFT



## Schedule C

### Part 4 Eligible Activities and Expenditures

**Eligible expenses must be incurred after the Eligible Expenditure Date of 01 March, 2019**

#### Eligible Activities

Expenditure Category	Eligible Expenditures	Ineligible Expenditures
<b>1) Pre-application</b>	N/A	<ul style="list-style-type: none"> <li>• Any expenditure incurred prior to FCM's eligible expenditure date.</li> <li>• Expenditure of developing this proposal or application.</li> </ul>
<b>2) Staff Remuneration</b>	<p>Daily rates actually paid by the Eligible Recipient to its Employees in Canada for time actually worked on the implementation of the Project. The daily rate per employee shall include the following costs:</p> <p style="margin-left: 40px;">a) direct salaries: actual and justifiable sums paid by the Eligible Recipient to Employees in accordance with the Eligible Recipient's pay scales as regular salary <u>excluding</u> overtime pay and bonuses.</p> <p style="margin-left: 40px;">b) fringe benefit: in accordance with the Eligible Recipient's policies, as follows:</p> <p style="margin-left: 80px;">i. time-off benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): allowable number of days to be paid by the Eligible Recipient for the following payable absences: statutory holidays, annual vacation, and</p> <p style="margin-left: 80px;">ii. paid benefits: actual sums paid by the Eligible Recipient for paid benefits (prorated to the annual percentage (%) of time actually worked on the</p>	<ul style="list-style-type: none"> <li>• In-kind contribution of services.</li> <li>• Participant salaries.</li> <li>• Expenditures related to regular business activities.</li> <li>• Overtime pay.</li> <li>• Bonuses / performance pay.</li> <li>• Fringe benefits such as;               <ul style="list-style-type: none"> <li>○ sick days</li> <li>○ pension plan</li> <li>○ any other fringe benefits not listed as eligible</li> </ul> </li> <li>• Costs related to ongoing or other business activities and not specifically required for the project.</li> <li>• Staff wages while receiving training or attending learning events.</li> <li>• Memberships fee or dues</li> <li>• Severance pay</li> </ul>

implementation of the Project):  
the Eligible Recipient's  
contribution to employment  
insurance and workers'  
compensation plans (where  
applicable), health and medical  
insurance, group life insurance,  
or other mandatory government  
benefits;

*Note: Labour costs must be  
documented in a manner that meets  
audit standards for verification of  
eligibility of cost and level of effort.*

*Disbursement requests must include  
submission of detailed payroll  
registers.*

**Note: Payroll registers must be sufficiently detailed to enable verification of expenditure eligibility and level of effort.**

## Schedule D

### Contact Information

#### Notices and Requests.

Any notice, demand, request or other communication to be given or made under this Agreement to FCM or to the Recipient, other than a notice of default, shall be in writing and may be made or given by personal delivery, by ordinary mail, by facsimile or by electronic mail. A notice of default shall be in writing and delivered by registered mail. Notices shall be addressed as follows:

#### FCM

Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Attention: **Sami El Euch**  
Email: **seleuch@fcm.ca**

#### Recipient

**City of Whitehorse**  
**2121 2<sup>nd</sup> Ave,**  
**Whitehorse, YT**  
**Y1A 1C2**

Attention: **Glenda Koh**  
Email: **glenda.koh@whitehorse.ca**

## ADMINISTRATIVE REPORT

<b>TO:</b>	Corporate Services Committee
<b>FROM:</b>	Administration
<b>DATE:</b>	April 29, 2019
<b>RE:</b>	Budget Amendment – Water Licence Renewal

### ISSUE

Budget amendment for the Water Licence Renewal Project.

### REFERENCE

2019 Budget for Water Licence Renewal (240c00117)  
Council Policy: Consulting Services Selection Procedures

### HISTORY

The project commenced in January of 2018, with an initial budget of \$100,000. Consultant Hemmera Envirochem Inc. was awarded the engineering consulting contract to acquire the City's water licence renewal from the Yukon Water Board (the Board) to meet all regulatory requirements by November 2018. Through the consultant's subsequent discussion with the Board it was realized that new unanticipated conditions would be applied to a long term water license so a short term (18-month) license was conditionally agreed to by the Board in order to maintain a valid license while the conditions for a long term license (25-year) were completed.

In 2018, an administrative budget amendment was completed to increase the project budget from \$100,000 to \$170,000 to allow for the completion of the interim 18-month water licence application. A contract change was issued to Hemmera Envirochem Inc. for this additional scope of work.

The 18-month water licence is currently in place and the application process for the 25-year renewal is in progress.

A number of conditions were placed on the 18-month licence, with deadlines that require immediate action to stay compliant and cannot wait for the 2020 capital budget process. It should be noted that these conditions could not have been anticipated and accounted for in the initial budget. The following is a summary of the conditions requiring immediate action and additional budget:

- 1) Conduct a Hydrogeological Assessment on the Livingstone Trail Environmental Control Facility before March 2020:
  - a. Administration is planning a two phase approach:
    - i. Conduct a desktop study by August 2019 to inform the 25-year application, and establish a better understanding of the required scope including any additional boreholes and investigation that would be required (**estimated budget \$65,000**); and

- ii. Conduct additional investigation and reporting in early 2020. The necessary funds will be requested through the 2020 capital request process.
- 2) Update Hydrogeological Assessment for Crestview lagoon before March 2020:
  - a. Install and test new groundwater monitoring wells (**estimated budget \$55,000**); and
  - b. Analyse and update the existing report (**estimated budget \$15,000**).
- 3) Create Seepage Water Quality Monitoring Plan before September 2019:
  - a. **Estimated budget \$15,000**

### **ALTERNATIVES**

- 1) Amend the capital budget and authorize Administration to carry out the work as part of the Water Licence Renewal project. There is no other alternative that would allow the City to stay compliant with regulations.

### **ANALYSIS**

It is critical that the City remain in compliance with the terms of the new 18-month water licence and to do so, the conditions from the Board require immediate attention. The work must commence in 2019 and cannot wait for the 2020 budget request process.

Total estimated budget to complete this work in 2019 is \$150,000, funded from Water & Sewer Reserves.

### **ADMINISTRATIVE RECOMMENDATION**

THAT the 2019 to 2022 capital expenditure program be amended by increasing the 2019 Water Licence Renewal project number (240c00117) in the amount of \$150,000, funded by the Water & Sewer Reserve.

## **ADMINISTRATIVE REPORT**

<b>TO:</b> Corporate Services Committee
<b>FROM:</b> Administration
<b>DATE:</b> April 29, 2019
<b>RE:</b> Budget Amendment and Contract Award – Bylaw Services Patrol Vehicle

### **ISSUE**

Authorization of a sole source contract award and budget amendment for replacement of a Bylaw Services Patrol Vehicle

### **REFERENCE**

2019-2022 Capital Budget  
Council Policy: Purchasing and Sales

### **HISTORY**

City of Whitehorse vehicle unit 4660 was involved in a vehicle collision on March 17, 2019. This unit was purchased by the City in 2011.

This Bylaw Services vehicle (a fully marked patrol vehicle) has been written off by the City's insurance company.

There is currently no capital budget available for the replacement of this vehicle.

The Purchasing and Sales Policy does not make allowances to exempt this type of procurement from the public tendering process, therefore, a council resolution is required to waive a public bidding process in this case.

### **ALTERNATIVES**

1. Amend the 2019 capital budget to add a new project, authorize administration to waive the public bidding process, and authorize the sole source award of the contract as recommended.
2. Do not approve waiving the bidding process and direct Administration to publically procure the purchase.

### **ANALYSIS**

A capital budget amendment is required to fund the replacement Bylaw Services Patrol Vehicle as insurance will only cover the current value of the written-off unit. Monies received from insurance will be used to offset the cost of the new vehicle.

As time is of the essence in replacing this vehicle, research into replacement options and timelines began immediately. City vehicles are typically purchased through a tender process after capital budget approval. A public process would likely take between nine and 12 months from budget approval to tender release to final delivery of this type of unit.

Research into available stock at three Whitehorse dealerships found that there is one new 2019 three-quarter ton pickup truck available locally that would meet specifications. Staff from Bylaw Services and Operations have done a review of the unit.

<u>Dealership</u>	<u>Base Cost</u>	<u>Delivery</u>
Klondike Chevrolet Buick GMC	\$ 76,315	one ton – 2 week delivery
Metro Chrysler	\$ 53,110	¾ ton – 2 week delivery
Metro Chrysler	\$ 53,665	¾ ton – 13 week delivery
Whitehorse Motors	\$ 47,854	¾ ton – 26 week delivery
Estimated other associated capital costs (i.e., decals/emergency light/siren package/canopy/etc.)	\$ 12,000	
Total Budget	\$ 66,000	

Two of the options above have longer delivery times and are not recommended as this purchase should not be delayed. The Bylaw Services department is currently operating with less than a full complement of units available for their daily operational requirements.

### **ADMINISTRATIVE RECOMMENDATION**

THAT Council amend the 2019 to 2022 capital budget and approve the creation of a new capital project for a Replacement Bylaw Services Vehicle in the amount of \$66,000, funded by the Equipment Replacement Reserve (\$51,000) and proceeds from insurance (\$15,000); and

THAT Council authorize Administration to waive the public bidding process for the supply of a Replacement Bylaw Services Vehicle; and

THAT Council authorize Administration to award the sole source contract for the supply of one Replacement Bylaw Services Vehicle to a Metro Chrysler for a net cost to the City of Whitehorse of \$53,110.00, plus GST.

## **ADMINISTRATIVE REPORT**

<b>TO:</b>	Corporate Services Committee
<b>FROM:</b>	Administration
<b>DATE:</b>	29 April 2019
<b>RE:</b>	Budget Amendment and Contract Award – Fire Hall #1 Construction

### **ISSUE**

Budget amendment and contract award for Fire Hall (FH) #1 construction

### **REFERENCE**

Request for Tender RFT 2019-020 Fire Hall #1 Construction  
Council Policy: Purchasing and Sales  
City of Whitehorse Fire Strategy  
2019 Capital Budget - Account 320c01716

### **HISTORY**

A request for tender (RFT) was prepared to solicit tenders for Fire Hall #1 construction, to be built in a renovated City storage garage at Black and Front Streets.

The project is necessary to replace an old, energy-inefficient building that will help meet the growing community needs for improved fire protection by adding a third vehicle bay.

The RFT for FH #1 Construction was advertised on the City's website and in local newspapers. The RFT documents were made available on 14 February 2019 via the City's e-procurement platform [www.whitehorse.bonfirehub.ca](http://www.whitehorse.bonfirehub.ca).

The tender closed on 16 April 2019 and two compliant submissions were received:

- Clark Builders
- Ketz Construction

The low bidder was Ketz Construction with a bid of \$3,199,955.28 not including GST.

### **ALTERNATIVES**

1. Amend the capital budget and authorize Administration to award the contract as recommended
2. Refer the proposed award back to Administration for further analysis

### **ANALYSIS**

The review of the bids was conducted by a review committee comprised of personnel from Engineering Services and Finance Services, and the City's consultant Charles McLaren Architects. It included checking for completeness, mathematical errors, and proper tender security. The review committee agreed that the low bidder is familiar with the scope of work and has the knowledge and experience to complete the work successfully, and the prices submitted are reasonable.



The low number bidders is representative of the amount of construction contracts now under way and planned for the near future within Whitehorse, and the Yukon. The low submitted bid is approximately 14% higher than the estimate, which is representative of current market conditions.

Cancelling the proposed contract, and redesigning and tendering the project, is not expected to save construction costs as they are likely to increase in future. A decision not to award this contract would:

- Significantly affect a future design and construction contract for replacement of the existing Fire Hall with the new Service Building expansion, given that federal and Yukon Government funding for that project has a strict completion date; and
- Result in continuing additional operating and maintenance costs for use of the existing old and energy inefficient fire hall building facility that is not meeting the needs of the community.

Additional funding is required to cover the other key components of the FH#1 construction project including:

- consultant and engineering costs;
- paving;
- storm drainage;
- landscaping; and
- includes a contingency allowance of \$150,000.

Additional funding in the amount of \$400,000 is required to complete the entire project, with funding to come from unallocated funding in the Operations Building Project.

### **ADMINISTRATIVE RECOMMENDATION**

THAT the 2019 to 2022 capital expenditure program be amended by increasing the 2019 FH #1 Construction Project #320c01716 in the amount of \$400,000 with funding from decreasing the BCP - Operations Building project number 320c01810; and,

That Council authorize Administration to award the contract for the Fire Hall #1 Construction to Ketz Construction for a cost to the City of \$3,199,955.28 plus GST.

## ADMINISTRATIVE REPORT

<b>TO:</b> Corporate Services Committee
<b>FROM:</b> Administration
<b>DATE:</b> April 29, 2019
<b>RE:</b> Contract Award – Supply of Servers

### ISSUE

Contract award for Computing Server Replenishment

### REFERENCE

Request for Tender RFT 2019-028 Servers and Peripheral Devices Replenishment  
Council Policy: Purchasing and Sales  
Capital Budget 300c00109 Computer Infrastructure

### HISTORY

A request for tender (RFT) was prepared to seek a supplier for computing servers that will replenish the City's ageing and obsolete servers installed in data centers.

The RFT for Computing Servers was advertised on the City's website and in local newspapers. The RFT documents were made available on March 8, 2019 via the City's e-procurement platform [www.whitehorse.bonfirehub.ca](http://www.whitehorse.bonfirehub.ca).

The tender closed on April 3, 2019 and two submissions were received, both of which are compliant and listed in alphabetical order below:

- Ederick Asso./7917805 Canada Inc
- Klondike Business Solutions

The low bidder was Klondike Business Solutions, with a bid of \$101,517.40 not including GST.

### ALTERNATIVES

1. Authorize Administration to award the contract as recommended
2. Refer the proposed award back to Administration for further analysis

### ANALYSIS

The review of the bids by an internal review committee, which comprised personnel from Procurement and the Business and Technology Systems Department, included checking for completeness, mathematical errors, and proper tender security.

The review committee agreed that the low bidder is familiar with the scope of work and has the knowledge and experience to complete the work successfully, and the prices submitted are reasonable.

Sufficient funds are available in the capital budget 300c00109 Computer Infrastructure Capital to award this contract.

**ADMINISTRATIVE RECOMMENDATION**

THAT Council authorize Administration to award the contract for the supply of Server Replenishment project to Klondike Business Solutions for a net cost to the City of \$101,517.40 plus GST.

## **Corporate Services Division**

Quarterly Progress Reports for January, February and March 2019

- Business and Technology
- Financial Services
- Human Resources
- Legislative Services
- Safety Services
- Strategic Communications

**QUARTERLY PROGRESS REPORT**  
January, February and March 2019

**Business and Technology Systems**

<b>Department Priorities</b>	<b>Target Date</b>	<b>Status OR Revised Target</b>
IT Strategy Five-Year Plan: scope	June 2019	On target
Payroll Business Process Review: Implementation	June 2019	On target
Recreation Activity Management System Project Management – Implementation <ul style="list-style-type: none"> <li>• Next phase: Training and Testing (Sep 2019)</li> </ul>	June 2019	On target
<b>Under Way/Next</b>		
Asset Management – Inventory and Work Order Review		
New Operations Building, Technology Support <ul style="list-style-type: none"> <li>• Network Switches – procurement complete, contract management in progress</li> <li>• Wireless Access Points – procurement in progress</li> <li>• Fibre optic cabling – procurement in progress</li> </ul>		
<b>Additional Projects</b>		
Unified Communications (VOIP / IP Telephony) Feasibility and Assessment		
Server Replenishment		
Transit E-Payment and Real-Time Info RFI		

**QUARTERLY PROGRESS REPORT**  
January, February and March 2019

**Financial Services**

<b>Department Priorities</b>	<b>Target Date</b>	<b>Status OR Revised Target</b>
Payroll Business Process Review <ul style="list-style-type: none"> <li>• Consultants onsite in May</li> </ul>	April 2019	May 2019
Procurement review (platform, policy and staffing) <ul style="list-style-type: none"> <li>• Draft policy developed</li> <li>• CASM scheduled</li> <li>• Stakeholder engagement</li> </ul>	March 2019	May 2019
Department re-structuring (financial reporting section) – implementation <ul style="list-style-type: none"> <li>• Positions posted for recruitment</li> </ul>	April 2019	May 2019
<b>Under Way/Next</b>		
Budget Process Review		
Review Senior Utility Rebate Bylaw		
<b>Additional Projects</b>		
Audit preparation – Auditors onsite April 29th		
Plan request Module – Operating Budget		
Citizen budget survey – Operating Budget		

**QUARTERLY PROGRESS REPORT**  
January, February and March 2019

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**Human Resources**

<b>Department Priorities</b>	<b>Target Date</b>	<b>Status OR Revised Target</b>
Developing recruitment framework	June 2019	On target
Substance Use Administrative Directive development (NEW)	June 2019	On target
Human Resources Competencies	March 2019	Complete
Employee Assistance Program	March 2019	Complete
Management and management staff bylaw review (NEW)	September 2019	On target
<b>Under Way/Next</b>		
Respectful workplace policy review & corporate training program development		
Orientation & On-Boarding program development		
<b>Additional Projects</b>		
Joint benefit review and pension committees established		
Recruitment accommodation options		
Return to work program development		

**QUARTERLY PROGRESS REPORT**  
January, February and March 2019

**Legislative Services**

<b>Department Priorities</b>	<b>Target Date</b>	<b>Status OR Revised Target</b>
CASM Policy – present at CASM	March 2019	Complete
Records Management Pilot Project Implementation Plan	March 2019	Complete
Citizen Survey Launch	March 2019	Complete
CASM Policy (NEW) <ul style="list-style-type: none"> <li>• Draft new policy and present at CASM</li> <li>• Council decision</li> </ul>	July 2019	On target
Records Management Pilot Project (NEW) <ul style="list-style-type: none"> <li>• Implementation</li> </ul>	August 2019	On target
Citizen Survey (NEW) <ul style="list-style-type: none"> <li>• Report received and presented to Council</li> </ul>	July 2019	On target
<b>Under Way/Next</b>		
Legislative Services staffing-related initiatives		
Prioritized policy development <ul style="list-style-type: none"> <li>• Procurement Policy; human resources policies and administrative directives; drafts of records management bylaw, policy, administrative directives</li> </ul>		
<b>Additional Projects</b>		
Council strategic priorities		
2018 election debrief and preparations for 2021 election		



**QUARTERLY PROGRESS REPORT**  
January, February and March 2019

**Safety Services**

<b>Priorities</b>	<b>Target Date</b>	<b>Status OR Revised Target</b>
Safety Management System review: prioritize recommendations	January 2019	Complete
Safety Management System review: implement recommendations (NEW) <ul style="list-style-type: none"> <li>• Allocate resources to staff orientation and training package development</li> <li>• Begin regular safety drills in various building</li> <li>• Increase presence in the field reviewing safety documentation with staff</li> </ul>	December 2019	On target
Confined Space Program: drafting	January 2019	Complete
Safety Meeting resource development	February 2019	Complete
Incident reporting & investigation training (NEW) <ul style="list-style-type: none"> <li>• Major department rollout</li> </ul>	August 2019	On target
Operations/W&W safety program (NEW) <ul style="list-style-type: none"> <li>• Update written process documents</li> <li>• Provide staff training</li> </ul>	December 2019	On target
<b>Under Way/Next</b>		
Corporate driver competency review		
Baseline COR audit planning		
<b>Additional Projects</b>		
Participation in May 8 Partners in Safety community event planning		
Attend Western Conference on Safety with Safety Committee representatives		
Research Health & Safety document management software		

**QUARTERLY PROGRESS REPORT**  
January, February and March 2019

**Strategic Communications**

<b>Department Priorities</b>	<b>Target Date</b>	<b>Status OR Revised Target</b>
Finalize Standard Operating Procedures	January 2019	June
Finalize Emergency Communications Plan	May 2019	On target
Develop Municipal Awareness Campaign	February 2019	Complete
Integrate Emergency Communications handbook into Emergency Master Plan	August 2019	On Target
<b>Under Way/Next</b>		
Communications projects <ul style="list-style-type: none"> <li>• Official Community Plan</li> <li>• Operations Building</li> </ul>		
Preparation of 2018 Annual Report		
<b>Additional Projects</b>		
Continue roll-out of Municipal Awareness Campaign		
Website review + surveys (internal and external)		
<b>Statistics</b>		
News releases: 2 Public Services Announcements: 10 Speaking notes: 20		

## **Community and Recreations Services Division**

Quarterly Progress Reports for January, February and March 2019

- Bylaw Services
- Parks and Community Development
- Recreation and Facility Services
- Transit Services

**QUARTERLY PROGRESS REPORT**  
January February March 2019

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**Bylaw Services**

Department Priorities	Target Date	Status OR Revised Target
Bylaw Services Review Implementation Update	June 2019	On target
Explore Mae Bachur shelter partnership	June 2019	On target
Explore KDFN Community Safety Officer/Bylaw Constable position	June 2019	On target
<b>Under Way/Next</b>		
Operational workflow management software <ul style="list-style-type: none"> <li>• awaiting publication of Request for Proposals</li> </ul>		
<b>Additional Projects</b>		
<b>Statistics</b>		
	Year to Date	
	<b>2019</b>	<b>2018</b>
Parking meter violations	4738	5328
Accessible parking zone violations	37	28
File Count	485	588

**QUARTERLY PROGRESS REPORT**  
January, February and March 2019

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**Parks and Community Development**

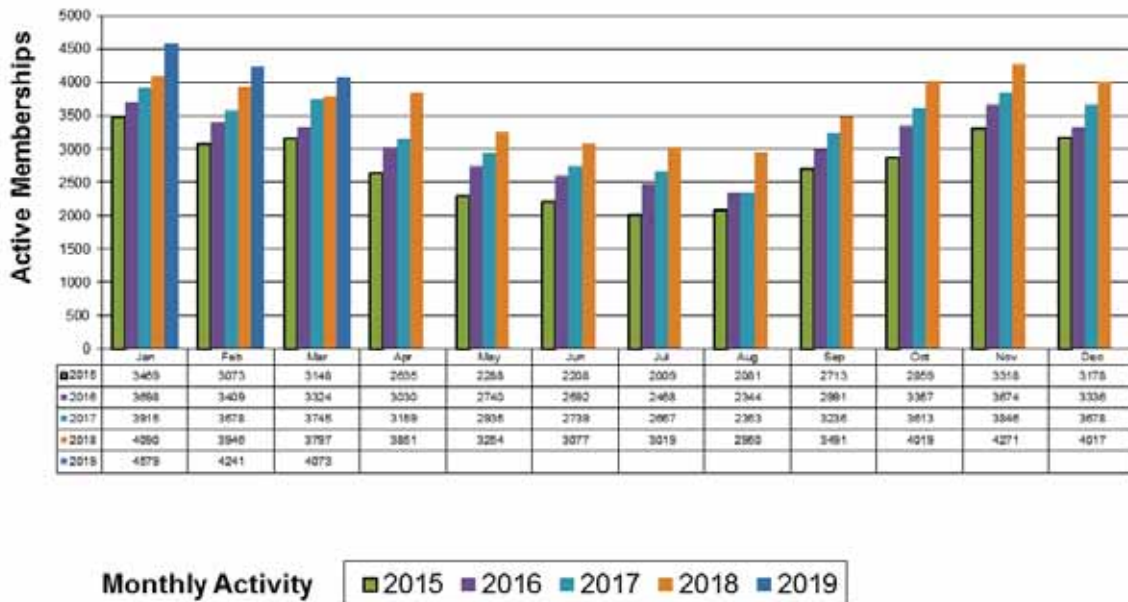
<b>Department Priorities</b>	<b>Target Date</b>	<b>Status OR Revised Target</b>
Rotary Park Playground Replacement • Request for Proposals Release	March 2019	Complete
Parks Policy Revision	March 2019	September
Parks and Recreation Master Plan – Council Orientation	March 2019	Complete
Public Art Procurement [Operations Building] (NEW) • Request for Proposals Release	May 2019	On Target
Recreation Software Implementation (NEW) • Configuration 4	June 2019	On Target
<b>Under Way/Next</b>		
Arctic Winter Games 2020 Venues Planning		
Grey Mountain Cemetery Expansion Design		
<b>Additional Projects</b>		
Trail Plan Update		

**QUARTERLY PROGRESS REPORT**  
January, February and March 2019

**Recreation and Facility Services**

Department Priorities	Target Date	Status OR Revised Target
Parks and Recreation Master Plan Orientation for Council	March 2019	Complete
Recreation Activity Management Software • Configuration 4	June 2019	On Target
Recreation Grant Policy Review	March 2019	July 2019
Facility Allocation Policy – Final Draft (NEW)	May 2019	On target
<b>Under Way/Next</b>		
Arctic Winter Games Venue Planning		
Activity Costing Analysis		
<b>Additional Projects</b>		
<b>Statistics</b>		

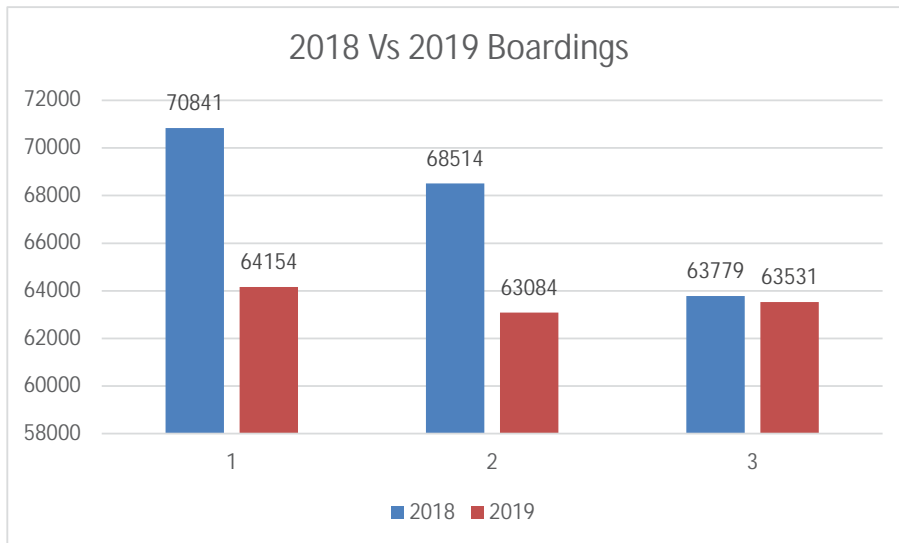
**Canada Games Centre Passes**



**QUARTERLY PROGRESS REPORT**  
January, February and March 2019

**Transit Services**

Department Priorities	Target Date	Status OR Revised Target
Transit Master Plan – Council Update	June 2019	On Target
Handy Bus Review	September 2019	On Target
Transit Technology- Real-time scheduling and Fare Payment system <ul style="list-style-type: none"> <li>Request for Information (RFI) Evaluation</li> </ul>	May 2019	On Target
<b>Under Way/Next</b>		
Transit comfort station (downtown)		
Transit move to new Operations Building		
<b>Additional Projects</b>		
<b>Statistics</b>		



## **Development Services Division**

Quarterly Progress Reports for January, February and March 2019

- Engineering Services
- Land and Building Services
- Planning and Sustainability Services



**QUARTERLY PROGRESS REPORT**  
January, February and March 2019

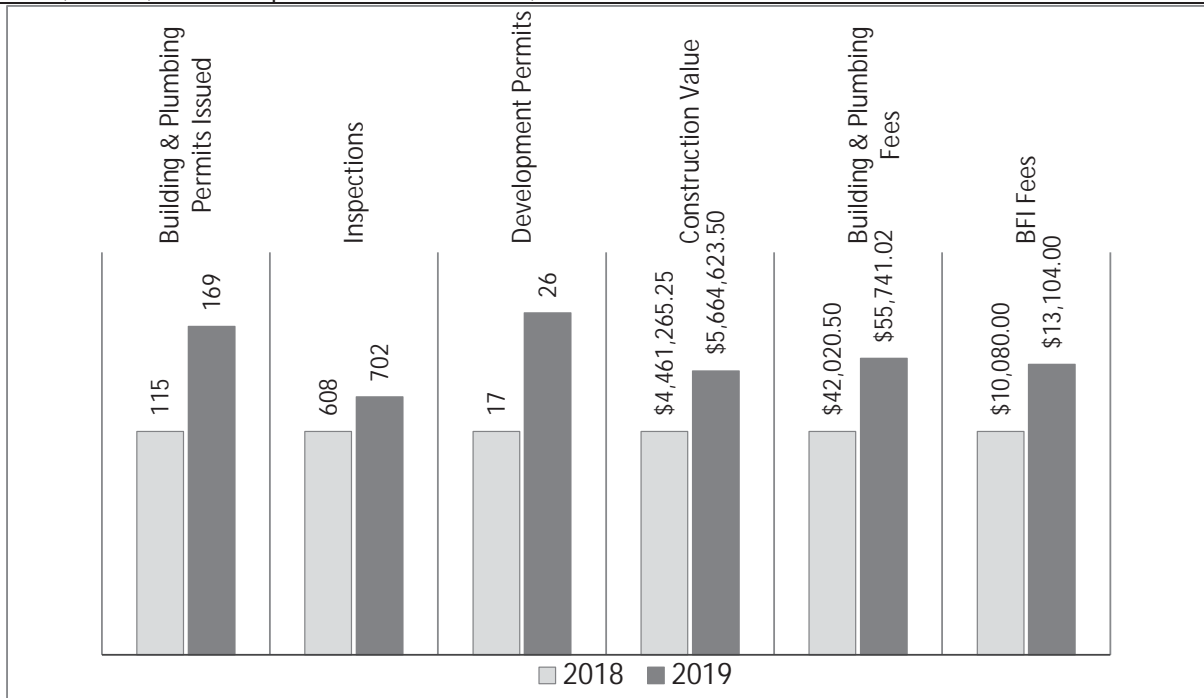
**Engineering Services**

Department Priorities	Target Date	Status OR Revised Target
Traffic Hotspot Discussion with Council and Senior Management	March 2019	April 2019
Servicing Standards Manual <ul style="list-style-type: none"> <li>• Update Private Development Standards</li> </ul>	April 2019	May 2019
Water Main Improvements, Birch Street North Extension <ul style="list-style-type: none"> <li>• Request for Tender</li> </ul>	March 2019	May 2019
<b>Under Way/Next</b>		
Water Licence Renewal		
Local Improvement Charges Review		
<b>Additional Projects</b>		
Whistle Bend Development Engineering Drawing Reviews		
2 <sup>nd</sup> Avenue Asphalt Overlay		
Cook Street Local Improvement Charges Bylaw		

**QUARTERLY PROGRESS REPORT**  
January, February and March 2019

**Land and Building Services**

Department Priorities	Current Target Date	Status OR Revised Target
Housing Lots – Lottery and Tender <ul style="list-style-type: none"> <li>Takhini North multi-family tender</li> <li>Arkeil residential lottery</li> </ul>	Jan. 2019 July 2019	Complete On Target
City-Yukon Land Transfer Protocol <ul style="list-style-type: none"> <li>Development of draft Protocol</li> </ul>	May 2019	On Target
Residential Lot Development Grading Requirements <ul style="list-style-type: none"> <li>Public Consultation</li> <li>Zoning Bylaw Amendments</li> </ul>	Feb. 2019 May 2019	On Target June 2019
<b>Under Way/Next</b>		
Development/Building Permit Process Modernization – Program Review		
Useable/Adaptable Housing Requirements – Revisions to Building and Plumbing Bylaw		
<b>Additional Projects</b>		
Department Innovation & Efficiency		
<b>Monthly Building Statistics for January, February and March 2019</b>		
	2018	2019
Total Building and Plumbing Permits Issued	115	169
Total Inspections	608	702
Total Residential Development Permits Issued	17	26
Total Construction Dollar Value	\$4,461,265.25	\$5,664,623.50
Total Building and Plumbing Permit Fees	\$42,020.50	55,741.02
Building File Information Fees	\$10,080.00	\$13,104.00
The following major projects contributed to 2019 construction value: Convert Residence into Group Home - \$689,770.00; Retail fit up for Post Office - \$320,000.00.		



**QUARTERLY PRIORITIES REPORT**  
January, February and March 2019

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**Planning and Sustainability Services**

<b>Priorities</b>	<b>Current Target Date</b>	<b>Status OR Revised Target</b>
Wildland Fire Protection Strategy • Contract kick-off	April 2019	On Target
Residential Unit Supply Status • Council briefing	April 2019	On Target
Official Community Plan Review • Phase 2: “Explore New Concepts” launch	April 2019	On Target
<b>Under Way/Next</b>		
Development Incentives Policy Update		
Local Improvement Charge Review		
<b>Additional Projects</b>		
Local Food and Urban Agriculture Strategy		
Parking Management Plan Update		

## **Infrastructure and Operations Division**

Quarterly Progress Reports for January, February and March 2019

- Fire Department
- Operations
- Water and Waste Services

**QUARTERLY PROGRESS REPORT**  
January, February and March 2019

**Fire Department**

Department Priorities	Target Date	Status or Revised Target	
Fuel Abatement Plan with Wildland Fire • Issue Request for Tender	February 2019	May 2019	
Emergency Response Management Plan • Funding Request	June 2019	July 2019	
Fire Safety Inspections – High Risk Occupancies (50% complete)	June 2019	Sept 2019	
<b>Under Way/Next</b>			
Review of Mutual Aid Agreements			
Computer Aided Dispatch Installation			
<b>Additional Projects</b>			
Update of the Emergency Master Plan			
Preparation for Operation Nanook			
<b>Statistics</b>			
<b>Jan, Feb and March 2019</b>			
<b>Fire Prevention Activities</b>		<b>Training Activities</b>	
	<b>Hours</b>		
		<b>Hours</b>	
Public Relations/Education (Office/school, Hall tours)	83	Casual firefighter/dispatcher training	60
Fire Safety Inspections (site visits)	115	Full-time member training	42
Plan Reviews	59	Volunteer training	27
Fire Protection Inquiries – Various	35	Driver training	366.5
Fire Investigations	363	Other training	226
Fire Pit Inspections	9	Recruit Training	0
Fire Inspections – Shifts	19		
<b>Total Fire Prevention Hours = 683</b>		<b>Total Training Hours = 721.5</b>	
<b>Fire Suppression Incidents</b>			
	<b>Incidents</b>		<b>Incidents</b>
Alarm no fire	70	Hazardous Materials Incident	0
False Alarm	9	Trash or Rubbish Fire	3
Carbon Monoxide Alarm	15	Grass or Brush Fire	1
Imminent Fire Hazard	3	Rescue	18
Chimney Fire	3	Assist Other Agencies	15
Motor Vehicle Accident	39	Vehicle Fire	5
Public Hazard	6	Structural Fire	5
<b>Total Fire Suppression Incidents = 192</b>			

**QUARTERLY PROGRESS REPORT**  
January, February and March 2019

**Operations Department**

<b>Department Priorities</b>	<b>Target Date</b>	<b>Status OR Revised Target</b>
Operations Building construction support	June 2019	August 2019
Safety Program Refresh <ul style="list-style-type: none"> <li>• Updates</li> </ul>	June 2019	On Target
Transit Bus Replacement <ul style="list-style-type: none"> <li>• Release RFP</li> </ul>	June 2019	On Target
<b>Under Way/Next</b>		
Project management review (capacity and planning for capital projects)		
Fleet Maintenance equipment tender awards/deliveries underway		
<b>Additional Projects</b>		
Asset management: inventory/work order		
Recreation Facility Upgrades <ul style="list-style-type: none"> <li>• Canada Games Centre: Energy Upgrades Phase 2 (LED Lighting – Fixtures tendered</li> <li>• Mt McIntyre Recreation Centre: Condenser Replacement – awarded</li> </ul>		
<ul style="list-style-type: none"> <li>• Spring transportation clean up underway, building maintenance spring maintenance underway</li> </ul>		

**QUARTERLY PROGRESS REPORT**  
January, February and March 2019

**Water and Waste Services**

<b>Department Priorities</b>	<b>Target Date</b>	<b>Status OR Revised Target</b>
Compost Facility Expansion • Request for Quotations	March 2019	Complete
Commercial Organics Collection, Zones 2-3 • Zone 1 99% Complete	December 2019	On Target
Landfill Contract • Request for Tender	March 2019	July 2019
<b>Under Way/Next</b>		
Compost Facility Expansion Request for Tender for Construction		
Landfill Development (Transfer Station and South End)		
<b>Additional Projects</b>		
SCADA Software Replacement		
Modular Litter Fence Procurement		
Groundwater Protection Plan Update		

**CITY OF WHITEHORSE  
CITY PLANNING COMMITTEE AGENDA**

Date: Monday, April 29, 2019

Location: Council Chambers, City Hall

Chair: Stephen Roddick                      Vice-Chair: Jan Stick



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**Pages**

**1. New Business**



**CITY OF WHITEHORSE  
CITY OPERATIONS COMMITTEE AGENDA**

Date: Monday, April 29, 2019

Location: Council Chambers, City Hall

Chair: Dan Boyd      Vice-Chair: Samson Hartland



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**Pages**

**1. New Business**