Minutes – Executive Policy Committee – January 22, 2019

Report – Standing Policy Committee on Infrastructure Renewal and Public Works – January 8, 2019

Item No. 4 Contribution Agreement with the City of Winnipeg and Trans Canada Trail – 2018 Walk Bike Project: Study and Design for the Wolseley to Downtown Corridor

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

The Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Infrastructure Renewal and Public Works and submitted the following to Council:

1. That funding in the amount of $30,000 be approved from Trans Canada Trail for the Wolseley to Downtown Walk Bike Project.

2. That the City enter into, execute and deliver a contribution agreement with Trans Canada Trail, and such other agreements as determined necessary by the City Solicitor / Director of Legal Services to implement the intent of the foregoing (the "Ancillary Agreements").

3. That authority be delegated to the Chief Financial Officer to negotiate and approve the terms and conditions of the contribution agreement with Trans Canada Trail and the Ancillary Agreements, in accordance with this report and such other terms and conditions deemed necessary by the City Solicitor / Director of Legal Services to protect the interests of the City.

4. That an increase to the 2018 Capital Budget - Pedestrian and Cycling Program to include the $30,000 contribution funding from Trans Canada Trail.

5. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

Report – Standing Policy Committee on Infrastructure Renewal and Public Works – January 8, 2019

DECISION MAKING HISTORY:

Moved by Councillor Allard,

That the recommendation of the Standing Policy Committee on Infrastructure Renewal and Public Works be concurred in and forwarded to Council.

Carried

STANDING COMMITTEE RECOMMENDATION:

On January 8, 2019, the Standing Policy Committee on Infrastructure Renewal and Public Works concurred in the recommendation of the Winnipeg Public Service and submitted the matter to the Executive Policy Committee and Council.

ADMINISTRATIVE REPORT

Title: Contribution Agreement with the City of Winnipeg and Trans Canada Trail – 2018 Walk Bike Project: Study and Design for the Wolseley to Downtown Corridor

Critical Path: Standing Policy Committee on Infrastructure Renewal and Public Works – Executive Policy Committee – Council

AUTHORIZATION

Author	Department Head	CFO	CAO
D. Patman, P. Eng.	J. Berezowsky	B. D'Avignon Acting CFO	D. McNeil

EXECUTIVE SUMMARY

On December 13, 2017 the City of Winnipeg Council adopted the 2018 Pedestrian and Cycling Action Plan, which includes the Wolseley to Downtown Walk Bike Study. The project is being delivered through RFP 494-2018 as a consulting assignment. The project started in September 2018 and is scheduled to be completed the summer of 2019.

The City of Winnipeg is the recipient of $30,000 in contribution funding from Trans Canada Trail for the Wolseley to Downtown Corridor project as this study will improve a segment of The Great Trail through Winnipeg. The funds allocated in the 2018 Pedestrian and Cycling Action Plan for this project is $250,000.

This project will identify options to improve travel choices, accessibility and connectivity through the study area. The Great Trail (formerly known as the Trans Canada Trail) runs through the entire study area, making up a significant portion of The Great Trail through Winnipeg.

The Trans Canada Trail will fund 12% of actual eligible expenditures up to the maximum contribution amount of $30,000.

RECOMMENDATIONS

1. That funding in the amount of $30,000 be approved from Trans Canada Trail for the Wolseley to Downtown Walk Bike Project.

2. That the City enter into, execute and deliver a contribution agreement with Trans Canada Trail, and such other agreements as determined necessary by the City Solicitor / Director of Legal Services to implement the intent of the foregoing (the "Ancillary Agreements").

3. That authority be delegated to the Chief Financial Officer to negotiate and approve the terms and conditions of the contribution agreement with Trans Canada Trail and the Ancillary Agreements, in accordance with this report and such other terms and

conditions deemed necessary by the City Solicitor / Director of Legal Services to protect the interests of the City.

4. That an increase to the 2018 Capital Budget - Pedestrian and Cycling Program to include the $30,000 contribution funding from Trans Canada Trail.

5. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

REASON FOR THE REPORT

Council approval is required for the City to enter into the contribution agreement with Trans Canada Trail and to increase the 2018 Capital Budget – Pedestrian and Cycling Program to include the $30,000 in contribution funding from Trans Canada Trail.

IMPLICATIONS OF THE RECOMMENDATIONS

The contribution agreement must be signed and returned to Trans Canada Trail and the 2018 Capital Budget – Pedestrian and Cycling Program must be increased to receive and utilize the incremental $30,000 in contribution funding as soon as possible.

HISTORY/DISCUSSION

On December 13, 2017 the City of Winnipeg Council adopted the 2018 Pedestrian and Cycling Action Plan, which includes the Wolseley to Downtown Walk Bike Study. The project is being delivered through RFP 494 – 2018 as a consulting assignment. The project started in September 2018 and is scheduled to be completed the summer of 2019.

The City of Winnipeg is the recipient of $30,000 in contribution funding from Trans Canada Trail for the Wolseley to Downtown Corridor project as this study will improve a segment of The Great Trail through Winnipeg. The funds allocated in the 2018 Pedestrian and Cycling Action Plan for this project is $250,000.

The Wolseley to Downtown Walk Bike Project was identified as an important part of the network in the Pedestrian and Cycling Strategies and when completed will provide connections to the Omand's Creek pathway, the protected bicycle lane on Assiniboine Avenue and Sherbrook Street, the bike lane on Maryland Street, and the planned neighbourhood greenway on Ruby Street.

The City is currently undertaking the Wolseley to Downtown Walk Bike Project to identify options to improve travel choices, accessibility and connectivity. The study area runs east-west through Wolseley Avenue/Westminster Avenue, Balmoral Street, and Granite Way. As part of the study, the project team will seek input from various stakeholders in the project area in the coming months to help determine the specific alignment and other important considerations in the design process.

The 2018 Capital Budget – Pedestrian and Cycling Program must be increased to include the $30,000 in contribution funding from Trans Canada Trail.

The Trans Canada Trail will fund 12% of actual eligible expenditures up to the maximum contribution amount of $30,000.

FINANCIAL IMPACT

Financial Impact Statement

Date: December 3, 2018

Project Name:

First Year of Program **2018**

Contribution Agreement with the City of Winnipeg and Trans Canada Trail – 2018 Walk Bike Project: Study and Design for the Wolseley to Downtown Corridor

	2018	2019	2020	2021	2022
Capital					
Capital Expenditures Required	$ 291,200	$ -	$ -	$ -	$ -
Less: Existing Budgeted Costs	261,200	-	-	-	-
Additional Capital Budget Required	$ 30,000	$ -	$ -	$ -	$ -
Funding Sources:					
Debt - Internal	$ -	$ -	$ -	$ -	$ -
Debt - External	-	-	-	-	-
Grants	-	-	-	-	-
Reserves, Equity, Surplus	-	-	-	-	-
Other - Trans Canada Trail	30,000	-	-	-	-
Total Funding	$ 30,000	$ -	$ -	$ -	$ -
Total Additional Capital Budget Required	$ 30,000				
Total Additional Debt Required	$ -				
Current Expenditures/Revenues					
Direct Costs	$ -	$ 8,202	$ 8,202	$ 8,202	$ 8,202
Less: Incremental Revenue/Recovery	11,200	-	-	-	-
Net Cost/(Benefit)	$ (11,200)	$ 8,202	$ 8,202	$ 8,202	$ 8,202
Less: Existing Budget Amounts	(11,200)	8,202	8,202	8,202	8,202
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Total expenditures represent the preliminary budget allocation to the Design Study for the Wolseley to Downtown Corridor of $250,000 plus the incremental $30,000 for a total of $280,000 plus overheads.
Existing budget represents funding identified in the 2018 Pedestrian and Cycling Program including overheards (Public Works Capital Project #1832000118).
According to the contribution agreement the Trans Canada Trail will contribute 12% of actual eligible costs up to $30,000 towards the Wolseley to Downtown Corridor - Omand Park to Osborne Street project, once received this contribution would be recorded as funding in the 2018 Pedestrian and Cycling Program.

"Original signed by J. Ruby, CPA, CA"
J. Ruby, CPA, CA
Manager of Finance and Administration

CONSULTATION

This Report has been prepared in consultation with: Legal Services (as to legal issues)

OURWINNIPEG POLICY ALIGNMENT

Our Winnipeg
01-1 City Building
Connect and Expand our Sustainable Transportation and Infrastructure Networks.
Ensuring mobility for people of all ages and abilities with active transportation options.

Transportation Master Plan
Section 5.2 Active Transportation
Enabling Strategies
n) Seek innovative and new partnerships to support AT programs and facilities

SUBMITTED BY

Department: Public Works
Division: Transportation
Prepared by: Chris Baker, Pedestrian and Cycling Planner / Acting Active Transportation Coordinator
Date: December 11, 2018

Attachment: Contribution Agreement – Wolseley to Downtown Corridor – Omand Park to Osborne Street

Trans Canada Trail

Trans Canada Trail
Sentier Transcanadien

CONTRIBUTION AGREEMENT

NAME OF ORGANIZATION: The City of Winnipeg
ORGANIZATION REPRESENTATIVE: Christopher Baker
PROJECT NAME: Wolseley to Downtown Corridor - Omand Park to Osborne Street
Province: Manitoba
Project Code: 102842
TCT Representative: Kristen Gabora

SUMMARY

1. TCT will fund **12%** of actual eligible expenditures, up to the maximum contribution amount
2. The maximum contribution amount from TCT to the Recipient, to be put towards the completion of this project, is: **$30,000**
3. The period of validity of this agreement is from the date of signature to **15/08/2019**
4. The **Scope of the Project** (the purpose of the contribution, a brief summary of the project, the eligible costs, schedule, and expected results) is described in **Appendix A**
5. Any change in the **Scope of the Project** must be reported to TCT and cannot occur without advance written approval from TCT
6. It is understood all Trans Canada Trail wayfinders will be removed, and replaced with new Great Trail signs.

   Failure by the Recipient to inform TCT of any change in the Scope of the Project will constitute a default by the Recipient

THE RECIPIENT AGREES TO:

1. Complete each stage and the entire project, on time, as describe in **Appendix A**
2. Respect the promotion and recognition requirements listed in **Appendix B**
3. Respect the reporting schedule
4. Comply with all federal, provincial and local building codes, environmental best practices, legislation, health and safety requirements, and bylaws, and obtain all approvals and permits required to execute this project
5. Maintain and repair the Trail and infrastructure supported by TCT

6. Comply with and respect TCT's guidelines and policies. The Recipient should contact their TCT representative to obtain the latest version of our guidelines and policies.

   Failure by the Recipient to comply with and respect TCT's policies, during the duration of this agreement and for an additional period of 5 years, will constitute a default by the Recipient. After five years, failure by the Recipient to comply with and respect TCT's policies could result in the loss of Great Trail designation.

REPORTING AND PAYMENT CONDITIONS

1. Progress reports will be required from the Recipient thoughout the duration of the project. Please refer to Appendix A for a detailed reporting schedule. The report must include the following information:

   - Confirmation of the Scope of the Project (an explanation needs to be provided for any changes)
   - Confirmation of the project schedule (an explanation needs to be provided for any changes)
   - Confirmation of the budget (an explanation needs to be provided for any changes)
   - The previous month's expenses and total cost to date
   - Any other information or documents required, as per the contribution agreement
   - Supporting documents for expenses may be required

2. A final report will be required from the Recipient within 30 days of the completion of the project. The report must include the following information:

   - Pictures (before and after the project)
   - Proof of insurance
   - Signage report, including final GIS locations and Trail alignment
   - Description of how TCT's contribution has been or will be recognized
   - The previous month's expenses and total cost to date
   - In the case of a study, the final design, report or any other documents produced during the study must be included
   - Any other information or documents required, as per the contribution agreement
   - Maintenance plan
   - Additional supporting documents may be required

3. If TCT does not receive progress reports in a timely manner, it will withhold payments until the late reports are received and considered by TCT to be satisfactory. TCT may terminate the Contribution Agreement if any such report is not received within sixty (60) days of the date on which it was due.

4. In addition to the scheduled reports, TCT may ask the Recipient to submit additional reports, verbally or in writing, which the Recipient will provide on a timely basis.

5. During the term of this Contribution Agreement, the Recipient must demonstrate that it is overseeing the completion of the project in accordance with the approved timetable and budget,

and that it has the capability to complete the project under the terms and conditions agreed upon. The Recipient may be subject to work inspections and validation of financial data by TCT, which must be kept up to date throughout the project.

6. The Recipient must maintain appropriate records associated with the project and retain them for at least six (6) years after the completion of the Contribution Agreement. If requested, the group must provide its records to authorized TCT representatives for inspection, verification or copying, and must allow access to work sites for inspection. Staff, volunteers or subcontractors involved in the project should be made available for interview purposes if required.

7. The Recipient may be asked to participate in an evaluation or audit of the contribution. The Recipient will make available any records required for such evaluations or audits.

PAYMENTS

1. Payments will be made within 30 days of the submission of the monthly progress report or final report, and will be based on the percentage of contribution specified, multiplied by actual eligible project expenditures submitted in the report.

2. The total contribution will be based on actual approved project expenditures up to the maximum contribution amount. The total contribution may be lower than originally planned if the eligible expenses incurred by the group are less than those detailed in the original budget.

3. Spending must be within the agreed upon budget allocation included in the Scope of the Project (Appendix A). The Receipient must report any budget reallocation within the budget categories in the next progress report and final report. Reallocations in excess of 5% or the maximum contribution amount requires the prior written consent of TCT.

4. Any unspent funds must be returned to TCT, unless TCT has given prior written approval for such funds to be spent on other items or activities that are consistent with the project's purpose.

5. The Recipient understands that all payments under the Contribution Agreement are conditional upon Trans Canada Trail receiving sufficient funding from the federal government. The Recipient understands that if funding is not provided to TCT or is provided in insufficient amount, payments under the Contribution Agreement may be terminated or reduced by TCT.



DEFAULTS

1. Each of the following actions constitutes a default to this Contribution Agreement:
    - Any named default in this agreement
    - False statements to TCT
    - Failure of the Recipient to meet any conditions, requirements or obligations of this contribution agreement
    - In its opinion, TCT determines that the Recipient is unable to complete the project in a satisfactory manner
2. TCT will inform the Recipient, in writing, of any such defaults. TCT will allow a period of 30 days for the Recipient to demonstrate that it has rectified the default. The Recipient will be required to comply with the conditions specified in the default notice. If the Recipient does not comply with the notice, the following measures may be taken by TCT:
    - the suspension or termination of the contribution agreement and any payments
    - suspension or termination of any other active contribution agreement between the Recipient and TCT, and any payments
    - refusal to support any future project of the Recipient
    - collection of TCT's contribution for the project
    - any other action permitted by law
3. Failure by TCT to act on funding agreement defaults does not constitute a waiver of TCT's right to take future action with respect to said default.

CLAIMS, TRANSFER, TERMINATION AND RECOURSE

1. The Recipient will not sue TCT for any delay or deficiency in the completion of the project caused by circumstances beyond TCT's control nor for inaccuracies in data or other information provided to TCT by a third party.

2. The Recipient shall indemnify and hold harmless TCT and its directors, officers, employees, and representatives from and against any and all costs, claims, demands, expenses, actions, cause of action, and for any and all liabilities for damage to property and injury to persons (including death) howsoever caused, which arise out of, relate to, or result from to the contribution, the Recipient, or the payment or non-payment of the contribution to the Recipient. TCT holds this indemnity in trust for parties who are not part to this agreement.

3. TCT is not liable for any borrowings, leases or other obligations that the group may have incurred with respect to the obligations for which the contribution is made.

4. This contribution agreement will be terminated immediately by TCT if the Recipient ceases operations, liquidates its business, is placed in receivership, becomes insolvent or declares bankruptcy.



5. In the event of a dispute arising from or in connection to this agreement, TCT and the Recipient agree to attempt to resolve this dispute by negotiating in good faith and may, if necessary, and if they agree in writing, appeal to a mediator for arbitration.

6. This contribution agreement cannot be transferred to another group.

AUTHORIZED SIGNATURES

The undersigned hereby certify the following:

- I am duly authorized to bind our organization
- The information included in this Contribution Agreement and its appendices are accurate

_____	_____
Name of Recipient Signing Authority	Name of TCT Signing Authority
_____	_____
Signature (Recipient)	Signature (TCT)
_____	_____
Date Signed	Date Signed

APPENDIX A — SCOPE OF PROJECT

Project Name	Wolseley to Downtown Corridor - Omand Park to Osborne Street
Total Cost	$249,000
TCT max Contribution	$30,000
% of total cost	12%

Project Deliverables

Deliverable	Due Date	Projected Payment Amount
Progress Report 1	20/01/2019	$12,000
Progress Report 2	01/03/2019	$12,000
Progress Report 3	20/05/2019	No payment
Final Report	31/07/2019	$6,000

Contribution Agreement Expiry Date: 15/08/2019

Description

This project will provide a design for an improved, on road cycling connection from Osborne Street to Raglan Ave (Omand Park). This study will also consider and potentially recommend pedestrian improvements.

Background

This study area forms part of the Great Trail through Winnipeg.

APPENDIX B — Promotion and Recognition

Appendix B is provided to ensure that TCT (national) and the Recipient (local) benefit as much as possible from the unique and valuable relationship we share.

TCT recognizes that the Recipient commonly engages in a variety of fundraising activities, in addition to receiving financial support from TCT.

The Recipient recognizes that TCT also fundraises for local Trail projects in their provincial/territorial jurisdiction, in addition to providing fundraising advice and limited support to recipients requiring assistance.

Guiding Principles

Collaboration: TCT and the Recipient recognize their shared responsibility to collaborate on achieving their goals and priorities, and are committed to a multi-sector approach.

Stewardship: The Recipient recognizes that donors have entrusted TCT to invest their support in order to ensure the greatest impact. The Recipient will work with TCT to meet their commitment to donors.

This appendix is a commitment by the Recipient to TCT. The contribution provided through this agreement has been supplied, in part, through donations to Trans Canada Trail and TCT is committed to recognizing these donors for their support.

Trans Canada Trail agrees to:

1. Give a contribution to the Recipient for the completion of the project, as described in the Agreement.
2. At its discretion, promote Trail sections, funded programs and initiatives within the Province/Territory through a variety of channels, including but not limited to: Trans Canada Trail's website, social media channels, as well as campaign and promotional materials.
3. Consult and provide guidance with respect to fundraising, upon request (when feasible) to reduce donor confusion.
4. Ensure regular and timely communications with the Recipient on any matter that may affect their relationship with TCT or the terms of the Contribution Agreement.

The Recipient agrees to:

1. Promote TCT by acknowledging its contribution in communications and marketing materials, including adding the Trans Canada Trail and The Great Trail logos to the organization's website and including them in advertising, annual reports, newsletters and news releases.
2. Prepare or collaborate, as required, on the development of an event to acknowledge the project (i.e. announcement of contribution, trail opening, etc.) and provide a speaking opportunity for a TCT representative.



3. Portray Trans Canada Trail and The Great Trail positively in all verbal and written communication to the public.
4. Protect Trans Canada Trail's brand identity by following brand and logo usage guidelines.
5. Partner with Trans Canada Trail throughout the term of this agreement to support marketing and content materials such as blogs, newsletters and other engagement programs that help to demonstrate our work together in the Province/Territory.
5. Refrain from fundraising from national corporations who may have already given to Trans Canada Trail. TCT will, in turn, refrain from fundraising from local and provincial branches of similar national corporations. If there are questions about who these national corporate donors are, and/or if advice is required to coordinate a stronger approach to ensure success of your organization, please contact TCT's VP, Resource Development at TCT, Simone Hicken (shicken@tctrail.ca).
6. Participate in donor recognition initiatives, such as thank yous to donors, when appropriate, thereby making a tangible connection between donations to Trans Canada Trail and improvements to The Great Trail.
7. Provide, for TCT's review, any publication, printed recognition, or signage featuring the TCT logo, prior to publication.
8. Notify TCT in advance of any public events related to the project, and provide an opportunity for TCT representation and recognition at the event. Notification should be sent to Danielle St-Aubin, VP Communications and Marketing (dstaubin@tctrail.ca).

While it is not conditional to this agreement, demonstrating tangible recognition of local donors who have contributed to the success of the project, including notifying TCT, will reflect positively on your organization and will be considered in future funding requests submitted to TCT.

TCT also encourages recipients to follow The Great Trail on social media and share its content when possible.



Payment Information (Please select one of the following payment methods):

☐ Electronic Funds Transfer (EFT)* ☐ Cheque

For EFT payments, please complete the following form:

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

Type of Authorization ☐New Banking/E-mail information ☐Change Banking/E-mail		
Company Name	Street Address	
City	Province	Postal Code
Phone	Business/GST No.	
E-mail		

Name of Financial Institution	Branch No.
Institution No.	Account No.

Account Type: Chequing ☐ Savings ☐ Other: ☐ (Specify type of Account)
Company Use Only
ID Supplier

I/We authorize Trans Canada Trail to make all payments by direct deposit into the above account (I/We have attached a void cheque/bank letter).

I have the authority to provide the above information on behalf of the corporation/organization/payee

Signature

Date (dd-mmm-yy)

Please print Name

Please print Job Title