



**THE RESORT MUNICIPALITY OF WHISTLER  
COUNCIL POLICY**

**POLICY NUMBER: A-39**

**DATE OF RESOLUTION: NOVEMBER 16, 2021**

**NAME: Fee for Service**

### **1.0 SCOPE OF POLICY**

The Resort Municipality of Whistler (RMOW) provides Fee for Service (FFS) funding and/or value-in-kind (VIK) benefits to not-for-profit (NFP) organizations that provide programs and/or services that Council considers necessary or desirable to move the RMOW and Whistler toward achieving the vision, goals, and objectives identified in Whistler's Official Community Plan (OCP).

### **2.0 FFS OBJECTIVE**

FFS is designed to ensure Whistler receives a range of programs and services intrinsic to Whistler that, if not provided by FFS recipients, would necessitate the delivery by the RMOW at a cost that is likely greater than the RMOW's FFS contribution to each FFS recipient.

The value of services is greater than the funds provided as these organizations are uniquely positioned to deliver the services.

Additionally the RMOW contribution is further leveraged through the other sources of funding these organizations secure; e.g. donations. This is co-beneficial for ensuring the best use of all funds.

### **3.0 FFS GUIDING PRINCIPLES**

#### **3.1 *Community Charter.*** Chapter 26; specifically:

- 1) Part 2 Section 8 (2): A municipality may provide any service that the council considers necessary or desirable, and may do this directly or through another public authority or another person or organization.
- 2) Part 3 Section 24 (1): A council must give public notice of its intention to provide assistance to a person or organization; and (2): The notice must be published before the assistance is provided and must:
  - (a) Identify the intended recipient of the assistance, and
  - (b) Describe the nature, term and extent of the proposed assistance.

#### **3.2 *Corporate Plan.*** RMOW 2021 Corporate Goals; specifically:

- 1) Community character and mountain culture is reflected in municipal initiatives.
- 2) Municipal decision-making supports the effective stewardship of natural assets and ecological function.
- 3) Corporate policies and operations ensure continuous excellence in infrastructure, facility and program management.

- 4) A high level of accountability, transparency and community engagement is maintained.

3.3 **OCP.** FFS is consistent with Whistler's OCP, including (but not limited to):

CHAPTER 6 ECONOMIC VIABILITY Our Shared Future (partial narrative):

*Community investments in municipal facilities, works and services, operations, maintenance levels and community programming including events are an important factor in maintaining the authentic mountain experience. Investments undergo scrutiny to maximize benefit to the resort community and minimize taxpayer impact, ensuring the highest and best use of limited financial, social and natural resources in the long-term.*

- 6.4.1.3. *Policy* Emphasize resourcefulness across the municipality while delivering cost-effective and affordable service excellence.

CHAPTER 8 HEALTH, SAFETY AND COMMUNITY WELL-BEING

8.1. *Goal* Promote, encourage and support initiatives that strengthen the community's sense of place and sense of belonging.

8.1.1. *Objective* Protect and enhance Whistler's character and sense of place.

8.1.1.1. *Policy* Support initiatives that preserve and celebrate Whistler's character, sense of place and unique, authentic mountain culture.

8.1.2. *Objective* Promote and support connections to the natural environment.

8.1.2.2. *Policy* Promote and encourage a culture of environmental protection and sustainability and living and playing within the community's carrying capacity.

8.6. *Goal* Create and embed effective governance mechanisms and partnerships to create trust, responsibility and accountability.

8.6.2. *Objective* Work with partners to achieve mutual benefits.

8.7.2.10. *Policy* Support responsible animal control, shelter and care through a local shelter program.

CHAPTER 9 LEARNING, CULTURE AND RECREATION

9.2. *Goal* Support and enhance the growth and vitality of Whistler's Arts, Nature, and Heritage (ANH) sector, including fostering conditions that enable Whistler's ANH sector workers to live and work in the resort community.

9.5.8.5. *Policy* Continue to collaborate with relevant agencies, user groups, stakeholders, local health authorities and the Squamish Nation and Lil'wat Nation regarding recreational trail management and development issues in Whistler and the Sea to Sky corridor, including the Sea to Sky Trail.

3.4 **Community-based.** FFS recipients must be NFP organizations located in Whistler.

- For clarity: the services provided by FFS recipients may extend throughout the Sea to Sky corridor.

- 3.5 **Rigorous Application Process.** Recipients of FFS funds and/or VIK will be determined through an application process which will require applicants to demonstrate professionalism and proven expertise in the development and delivery of the programs and/or services for which FFS funds and/or VIK will be provided.
- The application process will be consistent for all applicants.
- 3.6 **Legal instruments.** For all FFS recipients, the terms and conditions by which FFS is provided will be contained in a formal legal instrument such as (but not limited to) a Service Agreement, License to Occupy, or Operating Agreement.
- 3.7 **Timeliness and Certainty.** The RMOW is aware of and respectful of the annual planning process for all potential FFS recipients and will make every effort to expedite the FFS application process in a timely manner and, further, will seek to establish multi-year agreements wherever possible.
- 3.8 **Transparency.** see: Guiding Principle 3.1 2)

#### 4.0 COMPONENTS & FINANCIAL CONSIDERATIONS

- 4.1 The FFS program has two components:
- 1) Funding
    - Quarterly payments to NFP to either assist with general operating costs including wages, or to cover costs for specific programs.
    - Legal instrument: FFS Service Agreement the duration of which varies from one year to three years.
  - 2) Value In Kind
    - Provided in the form of tenancy, and/or utilities, and/or maintenance at nominal cost or no cost to NFPs for offices and/or programming space in buildings owned by the RMOW.
    - Legal instruments: either a multi-year License to Occupy or a multi-year Operating Agreement.
- 4.2 FFS Funding Agreements are subject to the adoption of the annual RMOW budget and Five-year Financial Plan.
- 4.3 Costs related to FFS and VIK Agreements including utilities and maintenance are built into the RMOW annual operating costs for the facilities in question.
- 4.4 Furthermore, FFS Funding Agreements currently include and will continue to include a clause permitting the rescinding of funds due to significant and unforeseen revenue shortfall, and FFS VIK Agreements currently include and will continue to include a clause permitting termination within a reasonable timeframe.

#### 5.0 PROCESS

- 5.1 RMOW staff will initiate the FFS application process in a timely manner.
- 5.2 FFS Funding and FFS VIK will both be determined by the same application and evaluation process; specifically:
- 1) At the invitation of the RMOW, proponents will submit an application (template attached for reference) for FFS which must identify services and programs the proponent intends to deliver using FFS funds and/or better enabled by receiving VIK benefits, how those services align with the OCP, an explanation regarding how the proponent is uniquely positioned to deliver those services, and key performance indicators.

- 2) FFS VIK applicants must complete one additional step:
  - Work with RMOW staff to determine the annual market value of rent for the RMOW property they occupy, plus the annual cost of utilities and maintenance.
  - VIK applicants will submit an application for the value that has been determined for the facility.
- 3) The application process may be revised at the sole discretion of the RMOW.
- 4) Applications will be evaluated using the following weighting:
  - 40% for the extent to which service is intrinsic to Whistler.
  - 20% for thoroughness, accuracy, clarity.
  - 20% for the extent to which the applicant is uniquely positioned to deliver the services.
  - 20% for the implications if FFS funds and/or VIK were not provided.
- 5) Applications will be evaluated on their own merit and as potential components of the RMOW's total FFS portfolio.

5.3 Successful applicants will enter into FFS Agreements which include:

- 1) Term (duration) of the Agreement.
- 2) Applicant obligations including but not limited to: progress reports, First Nations land acknowledgement, acknowledgement of the RMOW's contribution, RMOW elected official and/or RMOW staff member on the Board of Directors of the FFS recipient organization.
- 3) RMOW obligations including but not limited to: timely delivery of funds and/or services related to VIK, responsiveness and availability of RMOW staff.
- 4) FFS VIK Agreements will identify the value of rent, and the cost of utilities and maintenance, and will formalize the offset.
- 5) General Terms including but not limited to indemnity, liability, insurance, jurisdiction, assignment of the Agreement, dispute resolution, termination.

5.4 Upon completion of the application process certain FFS recipients may require two FFS agreements: a Service Agreement (for funds), and a separate VIK agreement in the form of an Operating Agreement or License to Occupy.

5.5 In accordance with the *Community Charter* Chapter 26 Part 3 the RMOW will give public notice of its intention to provide assistance and will do so before the assistance is provided and will identify the recipients of the assistance, and will describe the nature, term and extent of the proposed assistance.

**6.0 RELATED DOCUMENTS**

6.1 Appendix A: FFS Application template

**7.0 OTHER**

This is a living document and, as such, is subject to annual review and amendment.

Certified Correct:



P. Lysaght  
Corporate Officer

## Appendix A

### RESORT MUNICIPALITY OF WHISTLER FEE FOR SERVICE APPLICATION [Name of organization]

#### OVERVIEW

The Resort Municipality of Whistler (**RMOW**) provides funding and/or value-in-kind (**VIK**) in the form of *Fee for Service (FFS)* to ensure important programs, services, and functions are delivered to the benefit of the resort community.

\_\_\_\_\_ is being considered for FFS funding and/or VIK during 2022-24.

This Application provides an opportunity to request FFS funding and/or VIK by indicating how the FFS funds and/or VIK will help move the resort community towards Whistler's Vision of being *a place where our community thrives, nature is protected and guests are inspired*.

The FFS funds and/or VIK requested will be considered in the context of Whistler's Official Community Plan (**OCP**), and within the constraints of the municipal budget.

#### OCP GOALS, OBJECTIVES, POLICIES

The intent of the FFS program is to contribute to achieving certain OCP Goals and Objectives consistent with OCP Policies.

- The OCP landing page is here: [Whistler's Vision and OCP | Resort Municipality of Whistler](#)
  - The option to download the OCP is below the photo at the top of the landing page.
- The OCP is 387 pages and 145 MB.
  - However, most initiatives will be guided by specific chapters and sub-chapters.

Your Application must explain how the requested FFS funds and/or VIK will provide services intrinsic to the resort community in a manner consistent with the OCP.

Therefore, please review, at a minimum, the following chapters to understand the applicability of your services within the context of the OCP:

- Chapter 2: *Community Vision*
- Chapter 3: *Reconciliation*
- Chapter 6: *Economic Viability*
- Chapter 8: *Health, Safety, and Community Well-being*
- Chapter 9: *Learning, Culture, Recreation*

#### SUBMISSION AND DEADLINE

Please complete the form below, append documents requested in Section 4, and submit via e-mail to:

- Jessie Gresley-Jones – RMOW General Manager of Resort Experience; [jgresley-jones@whistler.ca](mailto:jgresley-jones@whistler.ca)
- John Rae – RMOW Manager of Cultural Planning & Development; [jrae@whistler.ca](mailto:jrae@whistler.ca)

The deadline for your Application is \_\_\_\_\_ at 5:00PM Pacific.

Please e-mail \_\_\_\_\_ if you have any questions regarding the Application.

**1. NAME, MANDATE, COORDINATES:**

Legal Name of the Organization:
Mission   Mandate (one sentence):
Number of Staff in the Organization:
Society Registration Number:
Mailing Address:
Primary Contact Name:
Primary Contact email:
Primary Contact Phone:

**2. FFS AMOUNT REQUESTED IN THE CONTEXT OF YOUR ORGANIZATION'S OPERATING COSTS:**

	Annual Operating Costs	Fee for Service Requested	
Admin Wages & Benefits			
Program Wages & Benefits			
Rent, Utilities			
Equipment & Supplies			
Advertising & Promotion			
Capital Projects/Purchases			
All Other Costs			
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>%</b>

**3. PURPOSE | COST-BENEFIT RATIONALE | IMPLICATIONS | KEY PERFORMANCE INDICATORS**

Please limit your responses to a maximum of 250 words for each; the text boxes below will expand.

**PURPOSE:** what services will be provided; how do those services align with the OCP?

**COST-BENEFIT RATIONALE:** why is your organization uniquely positioned to deliver those services; what unique benefits are achieved through delivery of those services by your organization?

**IMPLICATIONS:** If FFS funding is not available, how would your organization provide the services indicated above; what aspects of those services would be most significantly impacted?

**KEY PERFORMANCE INDICATORS:** if FFS funds and/or VIK are provided to your organization, what metrics will your organization track and report to highlight the outcomes or impacts of the FFS?

**4. PLEASE APPEND:**

- 1) Operating Budget indicating all sources of revenue and expense.
- 2) Most recent Financial Statements.
- 3) Photos and narrative/captions that demonstrate the proposed services.
  - Please limit to a maximum of 8 photos + captions on a maximum of 2 pages.

**5. DOES YOUR ORGANIZATION HAVE ANY OUTSTANDING DEBTS TO THE RMOW?** \_\_\_\_\_

- If YES, please indicate the amount of the debt outstanding: \$ \_\_\_\_\_

APPLICATIONS WILL BE EVALUATED USING THE FOLLOWING WEIGHTING:

- 40% for the extent to which the proposed service is intrinsic to Whistler and consistent with the OCP.
- 20% for thoroughness, accuracy, clarity.
- 20% for the extent to which the applicant is uniquely positioned to deliver the services.
- 20% for the implications if FFS funds and/or VIK were not provided.

Please read the five GENERAL TERMS below and sign the Application only if you understand and accept the content of all five.

1. Any FFS funds and/or VIK provided will be used exclusively for the purpose(s) indicated in this Application.
2. This Application does not create a formal, legally binding relationship, and neither the Applicant nor the RMOW shall have the right to make any claims against the other with respect to this Application.
3. The RMOW will not take an active role in the operation of your organization and will not accept responsibility for any liabilities resulting from the actions of your organization.
4. These GENERAL TERMS are broadly applied to all FFS applicants and will be superseded by terms and conditions identified in a Service Agreement and/or a License to Occupy and/or an Operating Agreement between the RMOW and your organization.
5. The RMOW may cancel or amend this Application process at any time without liability.

I agree to the terms above and confirm the statements made in this Application are true and complete.

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

Name: \_\_\_\_\_

Organization: \_\_\_\_\_