

**DELEGATION OF AUTHORITY  
BY THE CITY MANAGER**

**The City of Calgary Bylaw 43M99:  
Providing for the Execution of Contracts and Other Documents  
for the Green Line Department and the Green Line Light Rail Transit Program**

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For the purposes of this Delegation of Authority, the following capitalized terms have the following meanings:

**Director** means the persons holding the following positions within *Green Line*:

Director, Delivery  
Director, Technical  
Director, Commercial  
Director, Stakeholder Relations, or  
Director, Business Services.

**Green Line** means the Green Line Department established in 2019 by the City Manager and The City's Leadership Team for implementation of the *Green Line Program*, which will exist through to the completion of the design, construction, and commissioning of the *Green Line Program*.

**Green Line Board** means the *Green Line Board* established as a Committee of Council on 2020 July 21 pursuant to Green Line Board Bylaw 21M2020 for the purpose of governing the *Green Line Program*.

**Green Line Phase 1 Program** means the Green Line light rail transit project extending from 126<sup>th</sup> Avenue SE (Shepard) to 2<sup>nd</sup> Avenue (Eau Claire) and all associated or related work (consulting, construction, or other services) required to complete the *Green Line Phase 1 Program*.

**Green Line Phase 2 Program** means the Green Line light rail transit project extending from 2<sup>nd</sup> Avenue (Eau Claire) to 16<sup>th</sup> Avenue NW and all associated or related work (consulting, construction, or other services) required to complete the *Green Line Phase 2 Program*, which may proceed in accordance with Council direction subsequent to the *Green Line Phase 1 Program*.

**Green Line Program** means the *Green Line Phase 1 Program* and *Green Line Phase 2 Program*.

**Project Agreements** means the contracts, including all drop down contracts, arising from the procurement of a supplier of light rail vehicles, the procurement of a consortium to design, build, and finance the *Green Line Phase 1 Program*, and the procurement of a consortium to design, build, and finance the *Green Line Phase 2 Program*.

**The City** means the municipal corporation of The City of Calgary.

**Value** means monetary value, or an expected monetary value associated with potential outcomes contained in an agreement, order or other document (or any amendments thereto).

1. Pursuant to the Green Line Board Bylaw 21M2020, the *Project Agreements* shall be executed by the City Manager and the City Clerk upon recommendation of the *Green Line Board*.
2. Enacted pursuant to the Municipal Government Act, R.S.A. 2000, Chapter M-26<sup>1</sup>, Section 205(1), Bylaw 8M2001 establishes the position of chief administrative officer of *The City*, with all the powers,

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<sup>1</sup> As such *Municipal Government Act*, R.S.A. 2000, Chapter M-26 may be amended from time to time.

duties, and functions of that position given by the *Act*, or any other enactment, or by Council of *The City*. Bylaw 8M2001 also establishes that the position of chief administrative officer shall be known as the City Manager

3. Pursuant to Bylaw 43M99, Section 3, all contracts, agreements, orders, or other documents that *The City* has the power to make and which have been authorized by a bylaw or resolution of Council, or which have been specified by an enactment to be made or done without specific authorization of Council, or made or done by any authority other than Council, are deemed to be properly executed if signed by the City Clerk or Acting City Clerk and the City Manager, or to any employee of *The City* to whom the City Manager delegates such authority. Pursuant to Section 5 of Bylaw 43M99, the City Manager may also authorize agreements to be signed without the signature of the City Clerk and corporate seal.
4. Pursuant to the authority granted to the City Manager in Bylaw 43M99, Sections 3 and 5, I hereby exercise my powers as City Manager and delegate the following authorities:
  - (a) Amendments to the *Project Agreements* shall be executed by the following employees of the *Green Line* or by any employees acting in their position from time to time:

Amendments having a <i>Value</i> equal to or greater than \$10,000,000	Signatory #1	Chief Executive Officer, <i>Green Line</i>
	Signatory #2	City Clerk
	Initial (as to content)	<i>Director, Green Line</i>
	Initial (as to form)	Manager, Legal Services, <i>Green Line</i> , or her delegate
Amendments having a <i>Value</i> less than \$10,000,000	Signatory #1	Chief Operating Officer, <i>Green Line</i>
	Signatory #2	City Clerk
	Initial (as to content)	<i>Director, Green Line</i>
	Initial (as to form)	Manager, Legal Services, <i>Green Line</i> , or her delegate

- (b) General agreements, orders or other documents (and amendments thereto) executed on behalf of *The City* by *Green Line* that support the construction of the *Green Line Program*, including agreements, orders, or documents entered into as a result of any procurement process carried out by *Green Line* or by *The City's* Supply Management Business Unit on behalf of *Green Line*, shall be executed by the following employees of *Green Line* or by any employees acting in their position from time to time:

Agreements, orders, or documents having a <i>Value</i> equal to or greater than \$10,000,000	Signatory	Chief Executive Officer, <i>Green Line</i>
	Initial (as to content)	<i>Director, Green Line</i>
	Initial (as to form)	Manager, Legal Services or lawyer, <i>Green Line</i>
Agreements, orders, or documents having a <i>Value</i> less than \$10,000,000 and equal to or greater than \$5,000,000	Signatory	Chief Operating Officer, <i>Green Line</i>
	Initial (as to content)	<i>Director, Green Line</i>
	Initial (as to form)	Manager, Legal Services or lawyer, <i>Green Line</i>
Agreements, orders, or documents having a <i>Value</i> less than \$5,000,000	Signatory	<i>Director, Green Line</i> <i>(*As designated responsible for the area of the Green Line requiring the agreement, order, or document)</i>
	Initial (as to content)	Senior Manager or Manager, <i>Green Line</i>
	Initial (as to form)	Manager, Legal Services or lawyer, <i>Green Line</i>

- In the event of any reorganization or restructuring of *Green Line*, the employee or employees whose positions include the duties of the positions described herein will have the authority to sign the agreements or documents as identified herein on behalf of *The City*.
- This Delegation of Authority supersedes and replaces any prior Delegation of Authority, and automatically expires at the time *Green Line*, or any successor department or body, ceases to exist.

APPROVED	
As to Content	<b>[INITIALS]</b> <i>Chair, Green Line Board</i>
As to Content	<b>[INITIALS]</b> <i>CEO, Green Line</i>
As to Form	<b>[INITIALS]</b> <i>Manager, Legal Services, Green Line</i>

**DATED at Calgary, Alberta**

**Effective this \_\_\_\_ day of \_\_\_\_\_, 2021**

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**David Duckworth, P.Eng. M.B.A.**  
**City Manager, The City of Calgary**