



Honourable Ida Chong
Minister of Healthy Living and Sport
PO Box 9067 Stn Prov Govt
Victoria, BC
V8W 9E2

August 5, 2010

Dear Minister Chong,

For the last ten months members of my staff and I have been working with your officials and Treasury Board Officials in the Ministry of Finance to identify the challenges to creating a financially sustainable operating future for the Whistler Sport Legacies Society (WSL) and approaches that will allow us collectively to achieve that sustainable future. I believe the WSL and the Province share a vision for our Olympic Legacy facilities and that they can play a significant role in stimulating participation in sport in BC, developing our internationally-competitive athletes and hosting World Cups and other elite athletic competitions that highlight BC's hosting abilities and attract tourists and media exposure.

Your officials inform me that you have been successful in accessing short-run funding support for WSL which will underpin the Society's operations through to the end of November, when the FIBT Bobsleigh/Skeleton World Cup is being hosted at the Whistler Sliding Centre. I appreciate the efforts you and your officials have made to secure this funding, which is critical to WSL's future and achieving the objectives noted above.

Accordingly, I am writing to formally request financial assistance to WSL in the amount of \$300,000 for each of the months August through November 2010, payable before the end of each month. It is my understanding that this level of assistance is consistent with the approvals you have received.

WSL has calculated this monthly figure as the lowest level set of payments which allow us to maintain our operations and programming at each of the venues (including hosting of the World Cup) while still building a foundation for a financially sustainable future. WSL has done its best to consider all of the various factors that can affect our revenues and operating costs over this four month period, however refinements to these figures continue as we learn more about the facilities transferred to us from VANOC on May 31 of this year.

WSL will make every effort to minimize our draw on provincial funding, consistent with building a sound financial foundation for the future. I understand that long-run options for ensuring WSL's financial sustainability are to be developed and presented to government later this coming fall. WSL will make every effort to advance this work, in cooperation with your officials and their provincial colleagues.

WHISTLER Sport Legacies

Mail: PO Box 310, Whistler, BC, Canada V0N 1B0
Street: 4910 Glacier Lane, Whistler, BC, Canada V0N 1B4
Web: www.whistlersportlegacies.com

WHISTLER
Olympic Park

WHISTLER
Sliding Centre

WHISTLER
Athletic Centre
Page 1
CSC-2012-00086



Thank you again for your efforts, and those of your ministry officials, in securing the financial assistance noted above.

Sincerely,

Keith Bennett, CEO Whistler Sport Legacies

Pages 3 through 30 redacted for the following reasons:

s.21

s12, s.21

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF HEALTHY LIVING and SPORT**

TRANSFER UNDER AGREEMENT

THIS AGREEMENT dated for reference the 31 day of August, 2010

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Healthy Living and Sport

*1st Floor – 800 Johnson Street
Victoria, BC V8W 9W3*

(the "Province")

OF THE FIRST PART

AND:

*Whistler 2010 Sport Legacies Society (WSL)
4910 Glacier Lane
Whistler, BC V0N 1B4*

OF THE SECOND PART

The parties to this Agreement agree as follows:

1.00 APPOINTMENT

1.01 The Province retains the Contractor to provide the services (the "Services") during the term (the "Term"), both described in Schedule A.

2.00 CONTRACTOR'S OBLIGATIONS

2.01 The Contractor will:

- (a) carry out the Services in accordance with the terms of this Agreement during the Term;
- (b) expend funds received as a payment under this Agreement in accordance with the terms of Schedule B of this Agreement and only for the purpose of carrying out the Services;
- (c) fully inform the Province of the work completed and remaining to be done by the Contractor under this Agreement;
- (d) comply with all applicable laws;
- (e) without limiting the provisions of subparagraph (d), carry out criminal record reviews as required by the *Criminal Records Review Act*;
- (f) without limiting the provisions of subparagraph (d), comply with the *Workers' Compensation Act*;

- (g) without limiting the provisions of subparagraph (d), comply with the *Freedom of Information and Protection of Privacy Act*;
- (h) hire and retain only qualified staff; and,
- (i) supply, at its own cost, all labour, materials and approvals necessary to carry out the Services.

3.00 CONFLICT OF INTEREST

- 3.01 The Contractor will not, during the Term, perform a service for, or provide advice to, any person or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Contractor to the Province under this Agreement and the obligations of the Contractor to such other person or entity.

4.00 INSURANCE AND INDEMNITY

- 4.01 During the Term of this Agreement, the Contractor will provide, maintain and pay for insurance as specified in Schedule D, which may be amended from time to time at the reasonable discretion of the Province.
- 4.02 The Contractor will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor, or of any agent, employee, officer, director or subcontractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

5.00 PUBLIC ANNOUNCEMENTS AND USE OF PROVINCIAL LOGO

- 5.01 The Contractor will:
- (a) cooperate with the Province in making public announcements regarding the Services and the details of this Agreement;
 - (b) acknowledge the Province's contribution to the Services by prominently displaying an acknowledgment incorporating the Provincial logo in any Materials produced and distributed by the Contractor to the public for the purpose of promoting the Services;
 - (c) post signage acknowledging the Province's contribution to the Services, the form, content and location of which will be determined in consultation with the Province; and
 - (d) not use the Provincial logo in any other capacity or for any other purpose.

6.00 THE MATERIAL

- 6.01 Any and all findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents and databases (both printed and electronic, including, but not limited to, hard disk or diskettes), whether complete or not, that are produced, received, or otherwise acquired by the Contractor or any subcontractor as a result of this Agreement (collectively, the "Material") is the exclusive property of the Province.

- 6.02 From time to time, the Province may request that the Contractor permit the Province, upon reasonable notice and at all reasonable times, to enter any premises used by the Contractor to deliver the Services or used to keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy the Material and the Contractor will comply in a timely manner with each such request.
- 6.03 The Province is the owner of all present and future proprietary rights, including copyright, in the Material.
- 6.04 Upon request of the Province, the Contractor must deliver to the Province satisfactory documents waiving, in favour of the Province, any moral rights which the Contractor, or an employee or subcontractor may have in the Produced Material and confirming the vesting of copyright in the Province.

7.00 INFORMATION MANAGEMENT

7.01 The Contractor will:

- (a) collect information and, if applicable, create records in relation to the Services during the Term of this Agreement, which may be further specified in Schedule A and/or B;
- (b) produce and deliver to the Province statements and other reports in accordance with Schedules A and B of this Agreement;
- (c) treat as confidential all information or Material supplied to or obtained by the Contractor, or any subcontractor;
- (d) not without the prior written consent of the Province, permit the disclosure of the information or Material referred to in 7.01 (c) except to the extent that such disclosure is necessary to enable the Contractor to fulfill its obligations under this Agreement, and except as required by applicable law including the *Freedom of Information and Protection of Privacy Act*;
- (e) advise the Province of the location of all premises at which the Contractor is keeping any such information or records;
- (f) keep all documents and records produced or received by the Contractor or any subcontractor segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as required by applicable law, including the *Document Disposal Act*;
- (g) provide and maintain adequate and reasonable information security measures to protect against the unauthorized access, collection, use, disposal or disclosure of personal information;
- (h) notify the Province immediately upon becoming aware of any breach of security involving the unauthorized collection, use, disclosure or destruction of information;
- (i) on request, make available to the Province any records/information created and/or received under the terms of the Agreement that are subject to an access to information request made under the *Freedom of Information and Protection of Privacy Act*;
- (j) comply with the Privacy Protection Schedule if attached as Schedule F.
- (k) at the end of the Agreement, return all information or Materials supplied to, created or obtained by the Contractor, or any subcontractor, as a result of this Agreement to the Province;
- (l) upon returning any Materials to the Province, provide the Material in a reasonable order by a secure means of shipment;

- (m) not retain any personal information belonging to persons served under the terms of this Agreement;
- (n) not destroy any Information or Materials subject to the terms of this Agreement, without the written authorization of the Province, and ensure that any destruction of information is carried out in a manner authorized by the Province in writing; and
- (o) immediately return to the Province all Information or Materials supplied to, created or obtained by the Contractor or any subcontractor as a result of this Agreement if the Contractor is unable to fulfill the terms of the Agreement for any reason; and
- (p) allow the Province to audit and/or review the Contractor's information management policies and practices to ensure they meet and comply with the requirements and obligations identified in 7.01.

8.00 NOTICES

8.01 Any written communication must cite the contract number and be mailed, delivered or faxed to the following address:

(a) from the Contractor to the Province:

Ministry of Healthy Living & Sport
 Sport & Recreation Branch
 1st Floor -- 800 Johnson Street
 Victoria, BC V8W 9W3
 Fax: 250-387-8720

(b) from the Province to the Contractor:

Whistler 2010 Sport Legacies Society (WSL)
 4910 Glacier Lane
 Whistler, BC V0N 1B4

8.02 Any written communication from either party will be deemed to have been received by the other party on the third business day after mailing in British Columbia on the date of personal delivery if delivered or on the date of transmission if faxed.

8.03 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 8.01(a) or 8.01(b) of this Agreement, be deemed to be the address of the party that gave notice.

9.00 BOOKS OF ACCOUNT AND FINANCIAL STATEMENTS

9.01 The Contractor will:

- (a) establish and maintain books of account, and retain invoices, receipts and vouchers for all expenses incurred, in the form and content satisfactory to the Province, to be used as the basis for the calculation of the payment as set out in Schedule B; and
- (b) upon reasonable notice at any time during normal business hours, permit the Province to enter any premises used by the Contractor to deliver the Services or used to keep any documents or records pertaining to delivery of the Service, in order for the Province to copy or audit, or both, any or all of the books of account.

- 9.02 Within three months of being requested to do so by the Province, the Contractor will provide to the Province any audited financial statements prepared by a recognized accounting firm, relating to any part of this Agreement.

10.00 PAYMENT

- 10.01 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule, plus any applicable taxes; and
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services.
- The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
- 10.02 The Contractor must comply with any payment requirement set out in Schedule B.
- 10.03 If the Contractor receives funding for, or in respect of, the Services from any other source, the Contractor will immediately provide the Province with full and complete details of the other funding.
- 10.04 Notwithstanding any other provision contained in this Agreement, where a fully executed assignment of copyright and all waivers of moral rights are not delivered to the Province as required under paragraph 6.04 of this Agreement:
- (a) no further payment by the Province under this Agreement is due and owing; and
 - (b) any payment that has been made under this Agreement is deemed to be a debt due to the Province and without claim or request, payable immediately to the Province.
- 10.05 Notwithstanding any other provision of this Agreement, the Province's obligation to pay money to the Contractor under this Agreement is subject to the *Financial Administration Act* which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due, and to the Treasury Board, not having controlled or limited expenditure under any appropriation.
- 10.06 Without limiting any other remedy or action available to the Province, the Province may reduce or withhold any payment, or demand repayment:
- (a) if an event of default, as defined in paragraph 14.00 of this Agreement, has occurred;
 - (b) pending the outcome of any audit of the Material or Contractor's books of account and records in accordance with paragraphs 6.00, 7.00 and 9.00 of this Agreement;
 - (c) if the Contractor receives funding for, or in respect of, the Services from any other source;
 - (d) if the Contractor does not appropriately apply funds received from the Province which are to be applied for the provision of services or to the performance of any other obligation of the Contractor under this Agreement.
- 10.07 The Province may withhold from any payment any amount sufficient to indemnify the Province against any lien or other third party claims that could arise in connection with the provision of the Services.

11.00 REPRESENTATIONS AND WARRANTIES

- 11.01 The Contractor represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
- (a) all statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Contractor to the Province under this Agreement, or in connection with any of the transactions contemplated hereby, are true and correct;
 - (b) the Contractor has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Contractor's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement; and
 - (c) the Contractor is not in breach of any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it.

12.00 RELATIONSHIP

- 12.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 12.02 The Contractor will:
- (a) be an independent contractor and not the servant, employee or agent of the Province;
 - (b) ensure that all personnel hired by the Contractor to perform the Services will be the employees of the Contractor and not of the Province; and
 - (c) advise all of its employees that they are not employees of the Province pursuant to this Agreement.
- 12.03 The Contractor will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 12.04 From time to time, the Province may give instructions to the Contractor in relation to the carrying out of the Services, and the Contractor will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

13.00 ASSIGNMENT AND SUBCONTRACTING

- 13.01 The Contractor will not, without the prior written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
 - (b) subcontract any obligation of the Contractor under this Agreement.
- 13.02 No subcontract entered into by the Contractor will relieve the Contractor of any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract. The Contractor must ensure that any subcontractor fully complies with this Agreement in performing the subcontracted Services.

13.03 This Agreement will be binding upon the Province and its assigns and the Contractor, the Contractor's successors and permitted assigns.

14.00 EVENT OF DEFAULT

14.01 Any of the following events will constitute an Event of Default:

- (a) the Contractor fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Contractor in accepting this Agreement is untrue or incorrect;
- (c) the Contractor ceases, in the opinion of the Province, to operate;
- (d) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Contractor which, in the opinion of the Province, materially adversely affects the ability of the Contractor to fulfill its obligations under this Agreement;
- (e) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Contractor;
- (f) the Contractor becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (g) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by, the Contractor;
- (h) a receiver or receiver-manager of any property of the Contractor is appointed; or
- (i) the Contractor permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

15.00 TERMINATION

15.01 Notwithstanding any other provision of this Agreement, upon the occurrence of any Event of Default and at any time thereafter, the Province may, at its discretion, immediately terminate this Agreement.

15.02 The Province may, at its sole discretion, terminate this Agreement on 30 days written notice to the Contractor.

15.03 Where this Agreement is terminated before full completion of the Services, the Province will pay to the Contractor that portion of the payment equal to the portion of the Services completed to the satisfaction of the Province prior to termination, and that payment will discharge the Province from all liability to the Contractor under this Agreement.

16.00 DISPUTE RESOLUTION

16.01 All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration under the Commercial Arbitration Act.

17.00 NON-WAIVER

17.01 No term or condition of this Agreement and no breach by the Contractor of any such term or condition will be deemed to have been waived unless such waiver is in writing and signed by the Province or the Contractor.

17.02 The written waiver by the Province of any breach by the Contractor of any provision of this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

18.00 SURVIVAL OF PROVISIONS

18.01 All of the provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

18.02 All representations, warranties, covenants and agreements made herein are material and will be deemed to have been relied upon by the Province and will continue in full force and effect during the Term and will survive any expiration or sooner termination of this Agreement.

19.00 MISCELLANEOUS

19.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

19.02 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.

19.03 Nothing in this Agreement operates as a consent, permit, approval or authorization which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services.

19.04 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.

19.05 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

19.06 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

- 19.07 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 19.08 If there is a conflict between a provision in a Schedule to this Agreement and any other provision of this Agreement, the provision in the Schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of the Agreement.

The parties hereto have executed this Agreement as at the day and year as set out above.

SIGNED AND DELIVERED by the
Contractor or an Authorized
Representative of the Contractor.

KEITH BENNETT

(Print Name of Contractor or
Authorized Representative)

Keith Bennett

(Signature)

SIGNED AND DELIVERED on behalf of
the Province by an Authorized
Representative of the Province.

MARGO ROSS

(Print Name of Authorized
Representative)

Margo Ross

(Signature)

Schedule A – Services

PART 1. TERM:

The term of this Agreement commences on August 31, 2010 and ends on December 31, 2010.

PART 2. SERVICES:

WSL operates the Olympic legacy facilities comprising the Whistler Sliding Centre, the Whistler Olympic/Paralympic Park and the Whistler Athletes' Centre. The Society's mission is to own and operate its Olympic legacy venues in a manner that is economically, environmentally and socially sustainable and that ultimately benefits sport development.

WSL will undertake the specified actions, analysis and reporting to ensure it operates in an economically sustainable manner in 2010/11 and subsequent fiscal years.

Outputs

In respect to operations and activities, the Contractor must:

- a) maintain its facilities (with the exception of the ski jumps at the Whistler Olympic/Paralympic Park) in a manner that meets environmental, safety and other legal obligations and that allows the hosting of international events (e.g. FIBT Bobsleigh/Skeleton World Cup November 2010) and the development of internationally competitive athletes. The ski jumps are to be maintained in a manner that does not foreclose the possibility of future use but no use of the ski jumps is expected by the Province during the term of this agreement;
- b) provide the ministry with an initial communications plan September 15th 2010 and bimonthly updates that outline possible profile opportunities for government representatives and supporting stakeholders, as appropriate, during the term of this agreement at all competitive events hosted at WSL facilities, at the announcements of such events, at training for such events and at any other occasions that arise where provincial sport and/or other objectives could be furthered by WSL communications;
- c) agree to identify publicly the financial support entailed in this agreement and in future whenever there are additional written or public announcements on contributions, the participation in, and contribution to, the Contractor by the Province;
- d) conduct its affairs in a financially responsible manner and provide the ministry with a monthly cash flow actual and projection report of all financial disbursement of WSL no later than seven working days after the end of each month. The report for August 2010 will include July, may be provided seven working days after the finalization of this agreement;
- e) provide the ministry with a draft updated four-year Business Plan by October 1st, 2010, weekly updates to this plan every subsequent Friday in October and a final updated four-year Business Plan by October 30th, 2010 that outlines the actions to be undertaken to minimize the present and future reliance of WSL on provincial funding support; and,

- f) through its Board and staff demonstrate progress pursuing opportunities to increase the revenues of WSL and controlling costs. Such efforts must include but are not limited to increasing payments to WSL from the Games Operating Trust (GOT) either through allocation of some/all of the GOT contingency fund to WSL or through an extraordinary one-time or lump sum payment, entering into commercial partnerships with First Nations, local government or other stakeholders, obtaining property tax relief on all WSL venues and exploring all means of reducing operating costs through increased efficiency of operations and regional sport tourism opportunities. Progress on these actions will comprise part of the monthly report to the ministry.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- maintain its facilities (with the exception of the ski jumps at the Whistler Olympic/Paralympic Park) in a manner that meets environmental, safety and other legal obligations, and that allows the hosting of international events and the development of internationally competitive athletes. The ski jumps are to be maintained in a manner that does not foreclose the possibility of future use but no use of the ski jumps is expected by the Province during the term of this agreement;
- undertake to minimize the present and future reliance on provincial funding support;
- manage operating costs through increased efficiency of operations;
- explore opportunities to develop and increase sport tourism in the region.

Schedule B

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: \$1,200,000.00 is the maximum amount which the Province is obliged to pay to the Contractor under this Agreement.

The Province will pay the Contractor in the following manner:

- an amount of \$300,000 within fifteen working days of the finalization of this agreement but not before August 31, 2010.
- for each of the months September, October, November 2010, an amount of up to \$300,000 per month will be payable within 15 working days after receipt of an approved monthly report which updates progress on achieving the outputs noted in Schedule A, and sets out actual cash flow for the previous month, and projected cash flow for the remainder of the agreement.

The contractor will ensure the sole purpose of the fees is to pay for the services to be provided.

Schedule C – Approved Subcontractor(s)

Not applicable.

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with Insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
2. All Insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.




Freedom of Information and Protection of Privacy Act
The personal information requested on this form is collected under the authority of and used for the purpose of administering the **Financial Administration Act**. Questions about the collection and use of this information can be directed to the Manager, Consulting and Advisory Services, at 250 358-8815, PO Box 9405 STN PROV. GOVT, Victoria BC V8W 9V1.
Please refer all other questions to the contact named in Part 1.

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) Ministry of Healthy Living and Sport		AGREEMENT IDENTIFICATION NO. CONTRACT NO. 2011-248	
PROVINCE'S CONTACT PERSON NAME & TITLE		PHONE NO ()	
		FAX NO ()	
MAILING ADDRESS 1st Floor - 800 Johnson Street, Victoria, BC		POSTAL CODE V8W 9W3	
CONTRACTOR NAME WHISTLER 2010 SPORT LEGACIES SOCIETY			
CONTRACTOR ADDRESS 4910 Glacier Lane, Whistler, BC		POSTAL CODE V0N 1B4	

INSURED		NAME Whistler 2010 Sport Legacies Society (WSL)	
		ADDRESS 4910 Glacier Lane, Whistler, BC	POSTAL CODE V0N 1B4
OPERATIONS INSURED		PROVIDE DETAILS Transfer Under Agreement - August 31, 2010 to December 31, 2010	
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
Comprehensive General Liability	s.21		\$2,000,000.00

AGENT OR BROKER COMMENTS

AGENT OR BROKER Marsh Canada	ADDRESS 550 Burrard Street, Suite 800 Vancouver BC V6C 2K1	PHONE NO (604) 385-3765
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S) 		DATE SIGNED 31-8-2010

Page 45
http://www.fin.gov.bc.ca/PDFs/forms/eh/ehd
CSF-2012-00086

**REVISED SCHEDULE #1
TUA Contract # 2011-248 (HLS)**

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by
the MINISTRY OF COMMUNITY SPORT AND CULTURAL DEVELOPMENT
(the "Province", "we", "us", or "our", as applicable)

AND

WHISTLER 2010 SPORT LEGACY SOCIETY (WSL)

4910 Glacier Lane

Whistler, BC V0N 1B4

(the "Contractor" "you" or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement dated for reference the 31 day of August 2010 as ^{copy of which is attached}
Exhibit 1 (the "Agreement").

AGREEMENT

- (1) As such the Parties have agreed to modify Schedules A & B as follows :
- This confirms that the Term of the Agreement noted in Schedule A – Services is corrected to be August 31, 2010 to March 31, 2011.
 - Schedule B is amended to revise the Maximum Amount available to transfer based on current authorizations for this Transfer Under Agreement from \$1,200,000 to a maximum of \$2,600,000.
- (2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the _____ day
of _____ on behalf of the
Province by its duly authorized representative:

Signature:



David Galbraith
Assistant Deputy Minister
Arts, Culture and Sport

Print name:

SIGNED AND DELIVERED on the _____ day
of _____ by or on
behalf of the Contractor (or by its authorized
signatory)

Signature:



Keith Bennett
CEO Whistler 2010 Sport
Legacies Society (WSL)

Print name:

Pages 47 through 158 redacted for the following reasons:

s.21

s12, s.21

TREASURY BOARD SUBMISSION

"CONFIDENTIAL - CABINET DOCUMENT"

Ministry Document Number: HLS10-15

Draft Number: ____

Copy Number: ____

MINISTER:

Minister of Healthy Living and Sport (MHLS), Honourable Ida Chong, FCGA

TITLE: FINANCIAL VIABILITY OF THE OLYMPIC LEGACY FACILITIES OPERATED BY THE WHISTLER 2010 SPORT LEGACIES SOCIETY (WSL)

ISSUE: FOR DECISION

RECOMMENDATIONS:

s.12

BACKGROUND:

The Whistler Olympic Legacy Facilities

s.12

Sustainable, high-quality programming at these facilities will help the province reach its overarching goal to "lead the way in North America in healthy living and physical fitness" (Great Goal 2, which MHLS has lead responsibility for) and contribute to MHLS's Goal 4: a robust provincial sport sector that supports increased participation and athletic achievement by providing participation opportunities directly (particularly at WOP), by assisting the development of internationally competitive athletes

whose achievements inspire others to participate in sport, and by promoting sport generally by exposing British Columbians to sport competition at the highest level.

The Ministry of Tourism, Culture and the Arts primary purpose is "... achieving maximum tourism revenue by attracting consumers through aggressive and innovative marketing campaigns...." and the ministry's Goal 1 is to "increase revenue by attracting visitors from multiple markets, with seasonal and geographic distribution across BC". Sustained operations at the Legacy facilities contributes to these purposes through direct unique tourism experiences – bobsleigh on an Olympic course, participating in a mass "loppet" (cross country event) in an Olympic setting and by providing the opportunity to watch World Cups and other high-level international competitions.

s12, s.21

Page 161 redacted for the following reason:

s12, s.21

s12, s.21

LOCATION:

The Sliding Centre and the Athletes Village are located in the Resort Municipality of Whistler, and the Whistler Olympic Park is located in the Callaghan Valley and part of the Squamish-Lillooet Regional District, approximately 10 kilometers south of Whistler along Highway 99.

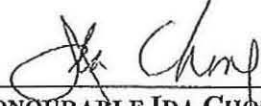
FISCAL MANAGEMENT CONSIDERATIONS:

s.21

s.12

Page 163 redacted for the following reason:

s.12

SIGNATURE: 
HONOURABLE IDA CHONG
MINISTER OF HEALTHY LIVING AND SPORT

DATE: July 23, 2010.

DATE:

APPROVED / NOT APPROVED

SIGNATURE: _____
HONOURABLE COLIN HANSEN
CHAIR, TREASURY BOARD

DATE: _____

KEY CONTACT:

David Galbraith, Assistant Deputy Minister, Ministry of Healthy Living and Sport 250-356-7139



Treasury Board Submission – Request for Decision

Minister: Honourable Stephanie Cadieux

Ministry: Community, Sport and Cultural Development (MCSCD)

Date: 30/11/2010

Ministry Document #: 04-11

Title: Whistler Sport Legacy Society (WSL)

Issue:

Financial viability of the Olympic Legacy Facilities operated by the Whistler Sport Legacies Society (WSL).

Request:

s.21

s.12

s.21

Pages 166 through 170 redacted for the following reasons:

s.12



s.12

Contact: David Galbraith, Assistant Deputy
Minister
(250) 356-7139


Honourable Stephanie Cadieux


Date Signed



TB Minor Meeting Date: August 3, 2010
228742

Confidential

Honourable Ida Chong
Minister of Healthy Living and Sport
Room 323 Parliament Buildings
Victoria BC V8V 1X4

Dear Colleague:

Re: Whistler Sport Legacies Society's Financial Challenges

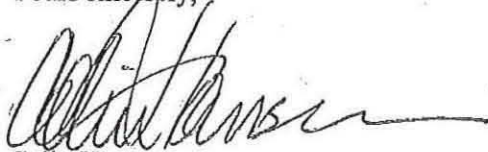
I am writing to inform you that I have reviewed your request to provide interim financial support to the Whistler 2010 Sport Legacies Society (WSL) and approved the following:

s.12

.../2

s.12

Yours sincerely,



Colin Hansen
Chair

Distribution List

cc: Grant Main
Deputy Minister
Ministry of Healthy Living and Sport

David Galbraith
Assistant Deputy Minister
Ministry of Healthy Living and Sport



TB Minor Meeting Date: December 9, 2010

Confidential

Honourable Stephanie Cadieux
Minister of Community, Sport and Cultural Development
Room 236 Parliament Buildings
Victoria BC V8V 1X4

Dear Colleague:

Re: Whistler Sport Legacies Society's Financial Pressures

I am writing to inform you that I have reviewed your request to provide additional financial support to the Whistler 2010 Sport Legacies Society (WSL) in 2010/11 and Treasury Board has approved the following:

s.12

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Colin Hansen', written in a cursive style.

Colin Hansen
Chair

Distribution List

cc: Grant Main
Deputy Minister
Ministry of Community, Sport and Cultural Development

David Galbraith
Assistant Deputy Minister
Ministry of Community, Sport and Cultural Development

Pages 176 through 225 redacted for the following reasons:

s.21

s12, s.21

Treasury Board Submission – Request for Decision

Minister: Honourable Ida Chong

Ministry: Community, Sport and Cultural Development

Date: 10/03/2011

Ministry Document #: 21-11

Title: Whistler Sport Legacy Society (WSL)

Issue:

Fiscal support for the 2010 Winter Olympic and Paralympic Games facilities operated by the Whistler Sport Legacies Society (WSL) beyond March 31, 2011.

s.21

s.12

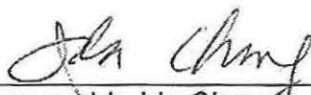
s.21

Pages 227 through 231 redacted for the following reasons:

s.12

s.12

Contact: David Galbraith, Assistant Deputy
Minister
(250) 356-7139



Honourable Ida Chong

March 17 /11

Date Signed



TB Minor Meeting Date: March 30, 2011
241291

Confidential

Honourable Ida Chong
Minister of Community, Sport and Cultural Development
Room 323 Parliament Buildings
Victoria BC V8V 1X4

Dear Ida Chong:

Re: Whistler Sport Legacies Society's Financial Pressures

I am writing to inform you that I have reviewed your request to provide additional financial support to the Whistler 2010 Sport Legacies Society (WSL) in 2010/11 and Treasury Board has approved the following:

s.12

Sincerely,

Kevin Falcon
Chair

cc. See Distribution List

Ministry of
Finance

Treasury Board

Mailing Address
PO Box 9460 Stn Prov Govt
Victoria BC V8V 0V8

Location Address:
1st Floor - 617 Government St
Victoria BC

Distribution List

Don Fast
Deputy Minister
Ministry of Community, Sport and Cultural Development

David Galbraith
Assistant Deputy Minister
Ministry of Community, Sport and Cultural Development

Pages 235 through 236 redacted for the following reasons:

s.21

s12, s.21

Pages 238 through 258 redacted for the following reasons:

s.21

s12, s.21



Treasury Board Submission

Request for Decision

Minister: Honourable Ida Chong

Ministry: Community, Sport and Cultural Development (CSCD)

Date: 10/07/2012

Ministry Document #: 08-13

Title: Whistler Sport Legacy Society (WSL)

Issue:

Provincial support to allow all of the 2010 Winter Olympic and Paralympic Games legacy facilities operated by the Whistler Sport Legacies Society (WSL) to continue to transition to successful post-Games operations.

s.21 s.12

s.21


Pages 260 through 265 redacted for the following reasons:

s.12



s.12

Contact: David Galbraith
Assistant Deputy Minister
(250) 356-7139


Honourable Ida Chong
JUL 12 2012

Date Signed

Appendices:

- Appendix 1: WSL Revenue/Cost Saving Measures

Page 267 redacted for the following reason:

s12, s.21



TB Minor Meeting Date: July 18, 2012
265136

Confidential

Honourable Ida Chong
Minister of Community, Sport and Cultural Development
Room 323 Parliament Buildings
Victoria BC V8V 1X4

Dear Colleague:

Re: Whistler Sport Legacies Society Financial Pressures

s.12

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Falcon", with a long horizontal stroke extending to the right.

Kevin Falcon
Chair

cc: Don Fast, Deputy Minister
Ministry of Community, Sport and Cultural Development

George Farkas, Assistant Deputy Minister and Executive Financial Officer
Ministry of Community, Sport and Cultural Development