

February 17, 2010

Mr. Brad Schneider
Chairman, 2012 Alberta Winter Games
Pambra Investments
4801 – 44 Ave
Stony Plain, Alberta
T7Z 1V5

Dear Mr. Schneider:

This letter will serve to evidence the agreement between the *Alberta Sport, Recreation, Parks and Wildlife Foundation* [the "Foundation"] and the *City of Spruce Grove, Town of Stony Plain, and Parkland County* [collectively the host municipality] relative to the staging of the 2012 Alberta Winter Games.

The Foundation hereby appoints the above named municipalities as the official authority in hosting the Games through the *Tri-Region 2012 Alberta Winter Games Society* ["the society"].

Alberta Sport, Recreation, Parks and Wildlife Foundation Responsibilities

In support of the hosting responsibility, the Foundation will provide the following funds:

1. \$300,000 ***General Administration and Operation Grant*** for the Games, as follows:

<i>\$215,000</i>	<u><i>March, 2010</i></u>
<i>\$85,000</i>	<u><i>March, 2011</i></u>
2. \$70,000 ***Culture Grant*** for cultural purposes, subject to the approval of the Foundation relating to the use of such funds, no later than **September 30, 2011**.
3. \$50,000 ***Legacy Grant*** to be used on amateur sport facilities or equipment or program, as approved by the Foundation and jointly agreed upon by the host Municipality. The legacy will be issued upon the receipt of an audited financial statement following the 2012 Alberta Winter Games. If there is a deficit in the operation of the Games, it will be charged against the legacy. The Legacy Grant is to be accounted for separately from the Games budget and financial statements must be submitted on an annual basis to the Foundation.
4. A "***Services Grant***" will be provided to the society to cover expenses traditionally budgeted for by the Foundation, over and above the host community budget, and including those associated with but not limited to: provincial publicity, sport information book and provincial poster printing, medals, specific meetings, zone athlete identification, television, Alberta Games reception, Foundation contract services, athlete transportation, officials transportation, economic impact, etc. A separate Services Grant agreement will be signed no later than **March 15, 2010**.

supported by



Alberta

5. The Services Grant is to be accounted for separately from the Games budget, **not** included in the Games financial statements, and attached to the final audited statements of the Society and submitted to the Foundation no later than **September 30, 2012**.
6. The Foundation plans to charge participants a registration fee. Any other participant fee charged by the Games Society **MUST** receive Foundation approval.
7. The staff of the Foundation shall be ex-officio members of the Board of Directors of the Society.
8. Further, the Foundation will provide staff consultation and services, as well as those "gifts-in-kind", funds, and services that the Foundation is able to solicit on behalf of the Society.
9. If circumstances result in the host municipality having to withdraw as the host of the 2012 Alberta Winter Games, the balance of funds not used for Games purposes remaining from Foundation grants that had been provided to the Society will be returned to the Foundation.

Host Municipality Responsibilities

The host municipality agrees to assume the following responsibilities:

1. Establish the Games Society, incorporated under the Societies Act, to organize the hosting of the 2012 Alberta Winter Games in February.
2. Financially and through the provision of services support the Games Society ensuring that the Games ultimately operate in a surplus position.
3. Provide all publicly owned facilities relating to the staging of the 2012 Alberta Winter Games without charge to the Society.
4. To refrain from holding events which will conflict with Games activities, in facilities controlled by the host municipalities.

Host Games Society Responsibilities

The Society agrees to assume responsibility in all respects for the hosting of the 2012 Alberta Winter Games and to generally provide and adhere to the following:

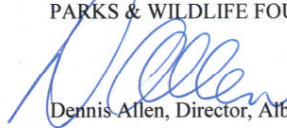
1. The Society shall forward to the Foundation, a copy of the Certificate of Incorporation and Bylaws prior to the payment of any portion of the Operating Grant.
2. The Society shall prepare a budget of proposed expenses and income, and submit the same to the Foundation for approval no later than **November 30, 2010**. The Society shall submit financial reports on a monthly basis and the final audited statement shall be submitted to the Foundation no later than **September 30, 2012**.
3. The Society agrees to manage the Games in an efficient and cost effective manner, ensuring that sufficient financial and gift in kind support is raised to cover expenditures.
4. The Society and the Municipality agree to "hold harmless" the Foundation and the Crown from any and all third party claims, demands, or actions for which the Society or the Municipality is legally responsible, including those arising out of negligence or willful acts by the Society or the Municipality or their employees, agents or volunteers. This hold harmless shall survive this Agreement.
5. The Society shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$5,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include the Foundation, the Crown, the Municipality, and the volunteers of the Society, as additional insureds and shall not contain a participant exclusion endorsement.
6. The Society shall maintain Automobile Liability Insurance on all vehicles owned, operated or licensed in the name of the Society in an amount not less than \$1,000,000.
7. Any insurance called for under this agreement shall be endorsed to provide to the Foundation 30 days advance written notice of cancellation or material change restricting coverage.
8. As evidence of all required insurance, certificates of insurance shall be provided to the Foundation prior to **March 31, 2011**. Certified true copies of the policies shall be provided promptly upon request.
9. The Society shall submit to the Foundation for approval, a proposed Games logo that incorporates the "2012 Alberta Winter Games" title, in accordance with guidelines established by the Foundation and contained in the Alberta Games Operations Manual.

10. In order to ensure the most effective fund raising and sponsorship programs, the Society agrees to coordinate proposed fund raising plans and sponsorship solicitations with the Foundation prior to the implementation of such programs.
11. The Society agrees to honour the official sponsors/suppliers/contributors of the Foundation, and recognize them appropriately.
12. The Society agrees to recognize the Foundation and the Province of Alberta on all printed material and signage as per the guidelines provided by the Foundation.
13. All facilities to be used for the staging of the sport competitions during the Games shall be acceptable to the Foundation and Provincial Sport Associations.
14. All Games facilities and arrangements for hosting a maximum of 2,800 athletes and coaches in the 2012 Alberta Winter Games, including arrival and departure plans, medical services, food services, accommodation, transportation, ceremonies, entertainment and leisure activities, shall be approved by the Foundation prior to the hosting of the Games.
15. The Society agrees to employ or arrange for sufficient numbers and quality of staff for the purpose of staging the Games in order to assure good quality management for the hosting of the Games and for a sufficient period thereafter.
16. The Society may consider undertaking a study to measure the economic impact of the Games in the host community and surrounding area.
17. The Society agrees to provide suitable space for a Foundation Mission Office during the duration of the Games.
18. The Society shall ensure that its Directors and Chairman submit comprehensive final reports relating to all aspects of the Games no later than **March 31, 2012.** Reports should include pictorial as well as written reports of the Games.

The host municipalities and the Society agree to adhere to all policies of the Foundation relative to the Games, and where policies of the Municipality or the Society are in conflict with the policies of the Foundation, those of the Foundation shall prevail (ALL Foundation Games policies appear in the Operations Manual).

If the above correctly sets forth your understanding of the Agreements reached between us, relative to the hosting of the 2012 Alberta Winter Games, would you kindly execute this agreement and ensure that it is returned to the Foundation.

Sincerely:
ALBERTA SPORT, RECREATION
PARKS & WILDLIFE FOUNDATION



Dennis Allen, Director, Alberta Games & Marketing

CITY OF SPRUCE GROVE

Mr. Stuart Houston, Mayor

TOWN OF STONY PLAIN

Mr. Ken Lemke, Mayor

PARKLAND COUNTY

Mr. Rob Wiedeman, Mayor

TRI-REGION 2012 ALBERTA WINTER GAMES SOCIETY

Mr. Brad Schneider, Chairman

ALBERTA SPORT, RECREATION, PARKS & WILDLIFE FOUNDATION

Mr. Bill Persley, Chairman