

**2010 OLYMPIC AND PARALYMPIC WINTER GAMES  
SECURITY AGREEMENT**

THIS AGREEMENT is dated for reference the 31st day of January, 2009.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by  
the Minister of Public Safety and Emergency Preparedness

("Canada")

OF THE FIRST PART

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA**, represented by the Minister of Public Safety and Solicitor  
General

("British Columbia")

OF THE SECOND PART

WHEREAS:

- A. Canada and British Columbia entered into the Original Agreement on December 8, 2006 under which the parties agreed to certain cost sharing arrangements for Games Security;
- B. Since entering into the Original Agreement the underlying operational and financial planning assumptions for Games Security have changed significantly; and
- C. To reflect this change, Canada and British Columbia wish to rescind the Original Agreement and replace it with this Agreement.
- D. The Minister of Public Safety and Emergency Preparedness may under subsection 20(1) of the Royal Canadian Mounted Police Act (R.S.C. 1985, c. R-10) enter into arrangements with the governments of provinces for the use and employment of the RCMP.

- E. Section 3.02 will come into force once the Canada-British Columbia Infrastructure Framework Agreement has been amended to reflect the financial commitments made in this Agreement.

NOW THEREFORE in consideration of the premises and for other good and valuable consideration the parties agree as follows:

## **DEFINITIONS**

1.01 In this Agreement, unless the context otherwise requires

- (a) "Agreement" means this 2010 Olympic and Paralympic Winter Games Security Agreement as it may be further amended from time to time, and includes the Recitals to this 2010 Olympic and Paralympic Winter Games Security Agreement;
- (b) "Canada – British Columbia Infrastructure Framework Agreement." means the agreement so titled and dated November 6, 2007 between Canada as represented by the Minister of Transport, Infrastructure and Communities and British Columbia as represented by the Minister of Transportation, as that agreement may be amended from time to time;
- (c) "Costs of Games Security" means
  - (i) the costs of Games Security incurred by Canada that are not covered by existing federal, provincial, municipal or other arrangements for policing and security in British Columbia, and
  - (ii) the Urban Domain and Traffic Management Amount;
- (d) "Effective Date" means January 31, 2009;
- (e) "Federal Minister" means the Minister of Public Safety and Emergency Preparedness, or such other federal minister having the responsibility for the RCMP;
- (f) "Fiscal Year" means the period from April 1 of one year to March 31 of the following year;
- (g) "Games" means the 2010 Olympic and Paralympic Winter Games;
- (h) "Games Security" means the planning, preparation and the provision of, policing and security operations in relation to a Games Security Area and no other area.

- (i) "Games Security Area" means an area identified by VANOC and the RCMP, and previously approved by the Security Committee under the Original Agreement, in respect of which policing and security operations are coordinated or led by the RCMP and provided directly in relation to the Games, and any additional area as may be deemed necessary by Canada on the advice of the RCMP;
- (j) "Provincial Minister" means the Minister of Public Safety and Solicitor General for British Columbia, or such other provincial minister having responsibility for policing;
- (k) "Original Agreement" means the 2010 Olympic Games and Paralympic Games Security Cost Sharing Memorandum of Agreement dated December 8, 2006 between Canada and British Columbia;
- (l) "RCMP" means the Royal Canadian Mounted Police, a police force continued under the *Royal Canadian Mounted Police Act* (R.S.C. 1985, c. R-10);
- (m) "Term" means the term of this Agreement as described in section 10.01;
- (n) "Urban Domain and Traffic Management Amount" means the amount of \$21.7 million for increased costs for security in the urban domain and for traffic management based on the multi-year budget updates delivered to the Security Committee on June 30, 2008 by the RCMP; and
- (o) "VANOC" means the Vancouver Organizing Committee for the 2010 Winter Olympic Games and Paralympic Games, incorporated on September 30, 2003 pursuant to the Canada Corporations Act, Part II, and having Corporation Number 4193423.

## **TERMINATION AND REPLACEMENT OF ORIGINAL AGREEMENT**

- 2.01 Without affecting anything done under the Original Agreement, as of the Effective Date the Original Agreement is terminated and replaced by this Agreement.

## **OBLIGATIONS OF BRITISH COLUMBIA**

- 3.01 In recognition of costs incurred by Canada for Games Security prior to the Effective Date and to assist Canada with the Costs of Games Security, by March 31, 2009 British Columbia will pay the RCMP, as has been agreed by

Canada, \$87.5 million less those amounts that have been already paid as of the Effective Date by British Columbia to the RCMP in relation to Games Security

- 3.02 In addition to British Columbia's obligation under section 3.01 of this Agreement, commencing on the Effective Date, British Columbia will pay on Canada's behalf, prior to March 31, 2012, \$165 million of infrastructure funding that would otherwise be paid or payable by Canada under the Major Infrastructure Component of the Canada – British Columbia Infrastructure Framework Agreement.

#### **OBLIGATIONS OF CANADA**

- 4.01 In consideration of the amounts paid or to be paid by British Columbia under sections 3.01 and 3.02, Canada will be responsible for Games Security and the Costs of Games Security.

#### **ACKNOWLEDGMENTS AND AGREEMENT**

- 5.01 The parties acknowledge and agree that other than the payments by British Columbia contemplated by sections 3.01 and 3.02 of this Agreement, British Columbia has no obligation for Games Security or the Costs of Games Security.
- 5.02 For greater certainty with respect to the Costs of Games Security, the parties acknowledge and agree that, except for the Urban Domain and Traffic Management Amount, the costs related to independent decisions of provincial and municipal authorities to provide policing and security or other services with respect to activities or events that may be associated with the Games will be subject to existing federal, provincial, municipal or other arrangements for policing and security in British Columbia.
- 5.03 The parties acknowledge and agree that assets that will be acquired in respect of Games Security up to \$498 million under this Agreement will be divided on an equal basis in a manner and form as the parties may determine.
- 5.04 For greater certainty with respect to policing and security in British Columbia during the Games, the parties acknowledge and agree that the decisions of provincial and municipal authorities to provide policing and security or other services with respect to other activities or events that may be affected by the Games will be subject to existing federal, provincial and municipal or other arrangements for policing and security in British Columbia.

## **FINANCIAL REPORTS**

6.01 Canada agrees to provide British Columbia with annual reports with respect to the Costs of Games Security under this Agreement as soon as is reasonably possible following each Fiscal Year during the Term.

## **DISPUTES**

7.01 The parties undertake to inform each other in writing, through their respective representatives described in section 7.04, of any dispute arising out of this Agreement.

7.02 The parties further undertake to use reasonable efforts to reach a negotiated solution to any dispute arising out of this Agreement within the timeframe set out in section 7.04.

7.03 The provisions of this Agreement shall continue to apply pending resolution of any dispute arising out of this Agreement.

7.04 The parties agree to the following process for dispute resolution:

- (a) written notice identifying the nature of the dispute and containing a request to hold a meeting to discuss the dispute will be given by either the deputy to the Federal Minister or the deputy to the Provincial Minister, to the other;
- (b) a meeting to discuss the dispute will first be held between a maximum of three authorized designates or agents of each deputy, including legal counsels as the case may be;
- (c) if some or all of the issues in dispute are not resolved within fourteen (14) days of the receipt of the notice given under subsection 7.04 (a), then the parties shall attempt to resolve the dispute through a second level of discussions, to be undertaken by the deputy to the Federal Minister and the deputy to the Provincial Minister personally;
- (d) if some or all of the issues in dispute are not resolved through the second level of discussions within thirty (30) days of the receipt of the notice given under subsection 7.04 (a), the matter will be referred to the Federal Minister and the Provincial Minister personally for resolution;
- (e) if there is no agreement reached at the ministerial level within thirty (30) days of a referral made pursuant paragraph 7.04 (d), each party may bring the matter to mediation by providing a written notice to the other party, in accordance with section 7.05; and

- (f) all information exchanged during any part of this process set out in section 7.01 to 7.04 will be regarded as “without prejudice” communications for the purpose of resolving the dispute and will be treated as confidential by the parties and their representatives, unless otherwise required by law, except that evidence that is independently admissible or discoverable will not be rendered inadmissible or not discoverable by virtue of its use during discussions or mediation.

7.05 The terms of the mediation process will be as follows:

- (a) the parties agree to mutually select a mediator, or if they are unable to agree within fourteen (14) days of a written notice from one party to the other that the matter is being referred to mediation, a mediator will be selected by ADR Institute Inc.;
- (b) for the mediation, the parties will be represented by the deputy of the Federal Minister and the deputy of the Provincial Minister, or their designate;
- (c) the parties agree to each provide a written summary of all information upon which they intend to rely in any oral or written presentation during the mediation, and exchange these summaries with each other no later than 10 days prior to the date set for the mediation hearing;
- (d) the parties will ensure information provided to each other and to the mediator is complete, including information from the RCMP;
- (e) the parties further commit to make every effort to obtain and provide to each other and to the mediator all relevant information from VANOC, as the case may be;
- (f) the parties agree that any fees and expenses of the mediator and all administrative costs related to the mediation, such as the cost of the mediation room, if any, shall be borne equally by the parties, and that each party shall be responsible for the legal counsel costs, and travel costs of their representative(s), as the case may be, to attend the mediation;
- (g) the parties shall jointly select a date for the mediation that is no later than 21 days from the appointment of the mediator;
- (h) the mediator is free to caucus with the parties individually, as the mediator sees fit to improve the chances of a mediated settlement, provided however, that any confidential information revealed to the

mediator by one party during such caucusing may only be disclosed to the other party with the former party's express permission;

- (i) it is agreed that
  - (A) the mediator will neither represent nor testify on behalf of any of the parties in any subsequent legal proceeding between the parties or where they are opposed in interest, and;
  - (B) the personal notes and written opinions of the mediator made in relation to this mediation are confidential, and may not be used in any subsequent proceeding between the parties or where they are opposed in interest;
- (j) either party may terminate the mediation at any time; and
- (k) in the event that no agreement is reached, or is reached on some issues only, the mediator shall promptly provide a report to the parties stating only that no agreement was reached on some or all of the outstanding issues.

7.06 If there is no agreement reached at the end of mediation, one party may send to the other a notice that the issue be submitted for resolution to a single arbitrator acceptable to both parties.

7.07 The arbitral proceeding commences on the date that both parties agreed to arbitrate the dispute.

7.08 The arbitration shall be conducted as follows:

- (a) If the parties are unable to agree on the appointment of a person to act as the Arbitrator within 14 days of the commencement date, then the appointment of the arbitrator shall be determined by the ADR Institute of Canada Inc
- (b) The arbitration shall take place in Vancouver, British Columbia.
- (c) Within 20 days of the selection of the arbitrator, the claimant shall submit a written statement of claim to the arbitrator and to the other party, containing a statement of facts, issues in dispute and remedies sought.
- (d) Within 20 days following the receipt of the statement of claim, the respondent shall submit a written statement of defence to the arbitrator and to the claimant.

- (e) The parties shall jointly select a date for hearing that is no later than 30 days from the date following the submission of the respondent's statement of defence.
- (f) Each party shall deliver to the other party and to the arbitrator no later than 10 days prior to the date set for a hearing, a copy of all documents and other materials on which the party intends to rely during the arbitral hearing.
- (g) The arbitrator shall resolve this dispute in accordance with the laws of British Columbia.
- (h) The arbitration shall be governed by the *Commercial Arbitration Code* referred to in the *Commercial Arbitration Act*, unless the parties have agreed to a different procedure pursuant to the *Commercial Arbitration Code*.
- (i) The Arbitrator shall not be authorized to decide *ex aequo et bono* or as *amiable compositeur*.
- (j) The language of the arbitration proceedings and of the arbitration decision is English.
- (k) It is agreed that the arbitrator will neither represent nor testify on behalf of any of the parties in any subsequent proceeding between the parties or where they are opposed in interest. It is further agreed that the personal notes and written opinions of the arbitrator made in relation to this arbitration are confidential and may not be used in any subsequent proceeding between the parties or where they are opposed in interest.
- (l) The parties agree that they will each be responsible for the costs of their own legal counsel and other costs incurred in preparing each party's case for arbitration. Fees and expenses of the arbitrator and all the administrative costs of the arbitration, such as the cost of the hearing room, if any, shall be borne equally by the parties.

7.09 The arbitrator shall hear the issue as soon as possible and render a decision within 60 days of the date that the arbitral hearing is concluded. Except as provided for in this agreement the arbitrator shall determine the process and procedures to follow to resolve the issue. The arbitrator's decisions in all regards shall be final and binding on the parties. In the event that either party considers the arbitral decision to be ambiguous in any manner, that party shall so notify the other party, and the arbitrator. The parties agree that in such circumstances the arbitrator is not *functus officio*, and the arbitrator may, in his or her discretion, after representations from both parties on the matter, either provide interpretive clarification to the parties, or decline to provide such clarification if in the arbitrator's view the arbitral decision is not ambiguous

## **PRIVACY**

- 8.01 All information and documentation provided to, collected by, delivered to or compiled by or, on behalf of the parties in the performance of their duties and responsibilities will be treated as confidential and will be dealt with subject to and in accordance with all applicable provisions of the federal and provincial statutes, particularly the *Privacy Act* (R.S.C. 1985, c. P-21), the *Access to Information Act* (R.S.C. 1985, c. A-1) and the *Freedom of Information and Protection of Privacy Act* (R.S.B.C. 1996, c.165).
- 8.02 The Parties agree that public announcements with respect to this Agreement may be made jointly by Canada and the Province in the form of a press release, press conference or otherwise

## **NOTICE**

- 9.01 Any notice that is required or permitted under this Agreement, to be given by one party to the other party, shall be given in writing and shall be communicated and deemed to be validly given to and received by the other party if sent by mail or by facsimile transmission as follows:
- (a) to Canada, addressed to the Deputy Minister of Public Safety and Emergency Preparedness  
269 Laurier Avenue West,  
Ottawa, Ontario K1A 0P8,  
or to fax # 613-990-8312
  - (b) to British Columbia, addressed to the Deputy Solicitor General of British Columbia:  
  
PO Box 9825 Stn Prov Govt  
11th Floor, 1001 Douglas Street  
Victoria, British Columbia, V8W 9J7,  
or to fax # 250-356-7747.
- 9.02 Either party may, from time to time, give written notice to the other party of any change of address or facsimile number of the party giving such notice and after the giving of such notice, the address or facsimile number therein specified will, for the purposes of this Agreement be conclusively deemed to be the address or facsimile number of the party giving such notice.

## **APPROPRIATION**

- 10.01 Notwithstanding any other provision of this Agreement, the financial provisions set out in this Agreement are, in respect of the liabilities of Canada, subject to

appropriation by the Parliament of Canada as provided in the *Financial Administration Act* (R.S.C. 1985, c. F-11) and further subject to the approval of the Treasury Board of Canada.

- 10.02 Notwithstanding any other provision of this Agreement, the payment of money, or incurrence of an obligation or commitment, by British Columbia pursuant to this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* (R.S.B.C. 1996, c. 138) (the "FAA"), to enable British Columbia in any fiscal year or part thereof when any such payment may be required, to make that payment; and
  - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in section 10.02(a).

## **MISCELLANEOUS**


- 11.01 Notwithstanding the actual execution date of this Agreement, this Agreement will be deemed to have commenced on January 31, 2009 and will end on March 31, 2014, unless terminated earlier as the parties may agree in writing.
- 11.02 This Agreement may be amended only upon the written consent of both parties.
- 11.03 No member of Parliament or current or former public office holder of Canada may receive a direct or indirect benefit from this Agreement or obtain any advantage resulting from it unless they are complying with the *Parliament of Canada Act* (R.S.C. 1985, c. P-1.01) or the *Conflict of Interest Act* (S.C. 2006, c. 9). No current or former public servant of Canada may receive a direct or indirect benefit from this Agreement unless they are complying with the *Values and Ethics Code for the Public Service*. No official or elected representative of British Columbia shall be permitted to participate in any contract, agreement or commission entered into pursuant to this Agreement, or to derive a benefit there from.
- 11.04 No provision of this Agreement shall be interpreted to authorize a party to incur or contract liabilities on behalf of the other party or to act as the representative of the other party.
- 11.05 This Agreement shall be governed by the applicable laws in force in Canada and in the province of British Columbia. Any litigation concerning this Agreement will be commenced in the appropriate court in the province of British Columbia.

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SIGNED on behalf of Her Majesty the )  
Queen in Right of Canada as represented by )  
The Minister of Public Safety )  
And Emergency Preparedness )  
in the presence of: )

  
*Elizabeth Dadds*

  
\_\_\_\_\_  
Minister of Public Safety  
and Emergency  
Preparedness

SIGNED on behalf of Her Majesty the )  
Queen in Right of the Province of )  
British Columbia, as represented by )  
the Minister of Public Safety )  
and Solicitor General )  
in the presence of: )

\_\_\_\_\_  
Minister of Public Safety and  
Solicitor General