

**CITY OF YELLOWKNIFE
BY-LAW NO. 4358**

A BY-LAW of the Council of the Municipal Corporation of the City of Yellowknife in the Northwest Territories, to authorize the Mayor and City Administrator to execute an agreement on behalf of the City of Yellowknife with the Arctic Winter Games International Committee for hosting the 2008 Arctic Winter Games.

PURSUANT TO SECTIONS 52 and 70 of the *Cities Towns and Villages Act*, S.N.W.T. 2003 c. 22.

WHEREAS the City of Yellowknife's bid to host the 2008 Arctic Winter Games has been accepted by the Arctic Winter Games International Committee.

NOW, THEREFORE, THE COUNCIL OF THE MUNICIPAL CORPORATION OF THE CITY OF YELLOWKNIFE, in regular sessions duly assembled, enacts as follows:

SHORT TITLE

1. This by-law may be cited as the "Yellowknife (2008) Arctic Winter Games Agreement".

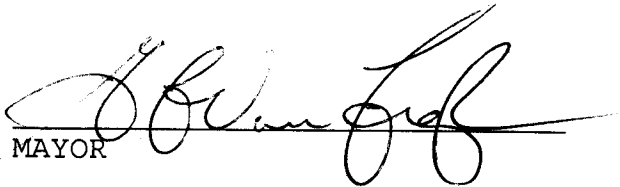
APPLICATION

2. The Mayor and City Administrator are hereby authorized to execute, on behalf of the City of Yellowknife, the Agreement with the Arctic Winter Games International Committee, attached as Schedule "A" and forming part of this by-law, by affixing the corporate seal of the said City thereto and signifying their presence by inscribing their names in the spaces provided for the purpose in the said form of Agreement.

EFFECT


3. That this by-law shall come into effect upon receiving Third Reading and otherwise meeting the requirements of Section 75 of the *Cities, Towns and Villages Act*.

READ a First time this 25TH day of APRIL, A.D. 2005.


MAYOR

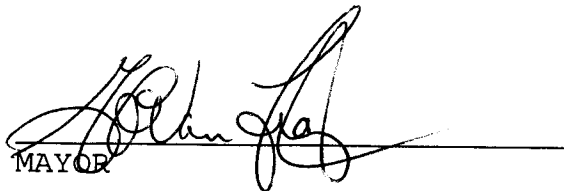

CITY ADMINISTRATOR

READ a Second time this 9TH day of MAY, A.D. 2005.


MAYOR


CITY ADMINISTRATOR

READ a Third time and Finally Passed this 9TH day of MAY, A.D. 2005.


MAYOR

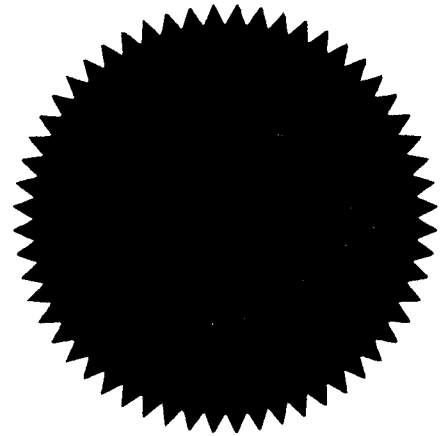

CITY ADMINISTRATOR

I hereby certify that this by-law has been made in accordance with the requirements of the *Cities, Towns and Villages Act* and the by-laws of the Municipal Corporation of the City of Yellowknife.



CITY ADMINISTRATOR

Docs #102718v1



AGREEMENT

BETWEEN

THE ARCTIC WINTER GAMES INTERNATIONAL COMMITTEE, a body corporate, incorporated under the laws of Canada and registered in the State of Alaska in the United States of America, the Home Rule Government of Greenland, the Province of Alberta, the Northwest Territories, the Yukon, and Nunavut; having its head office in the City of Yellowknife, in the Northwest Territories, Canada

(Hereinafter referred to as the "Committee")

OF THE FIRST PART

- And -

CITY OF YELLOWKNIFE

(Hereinafter referred to as the "City")

OF THE SECOND PART

WHEREAS the Committee is the registered copyright holder of the name "Arctic Winter Games"; the Arctic Winter Games Symbol and the Arctic Winter Games medal design, and is the permanent governing body of the Arctic Winter Games;

AND WHEREAS the City has submitted a bid to stage the 20th Arctic Winter Games in the City of Yellowknife, in the Northwest Territories;

AND WHEREAS the Committee has, subject to the City accepting certain conditions, selected the bid of the City of Yellowknife, Northwest Territories;

AND WHEREAS the Committee recognizes and acknowledges that the City and Host Society are relying upon the Government of the Northwest Territories for a portion of the proposed revenues set forth in the City bid presented to the Committee;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements hereinafter contained, and subject to the conditions contained herein, the parties hereto agree with each other as follows:

1. The Committee hereby awards the staging of the 20th Arctic Winter Games to the City of Yellowknife to host the Games in Yellowknife, NWT same to be held during the month of March 2008 on dates to be more precisely set after further discussion between the parties, the Games to be staged in accordance with the policies and procedures set out in the Arctic Winter Games Staging Manual as approved and as amended from time to time by the Committee.
2. The City shall cause to be formed an incorporated society, or other organization satisfactory to the Committee, which shall bear full responsibility for managing and staging the Games, which society shall hereinafter be referred to as the "Host Society." The City shall ensure that the Host Society is responsible to and controlled by City. Further the City shall ensure the Board of Directors of the Host Society shall include one member who is a Council member, the Chief Administrative Officer, or a department manager of the City. At least one member of the International Committee and/or designee, resident in Northwest Territories, shall be an ex officio member of the Board of Directors of the Host Society.
3. The City and the Host Society shall be solely responsible for obtaining adequate funds and donations of services, materials and equipment to meet the budget forming part of its bid to the Committee, which was presented in April 2005.
4. The City and the Host Society shall stage as part of the 20th Arctic Winter Games, a program, acceptable to the Committee, which will include cultural events, exhibitions, social events, and sporting displays and shall present this program to the Committee for approval not later than March 1, 2007. The City and the Host Society agree to adhere to the hosting guidelines as outlined in the Committee's Staging Manual.
5. The Host Society shall provide to the President of the Committee, on at least a quarterly basis, copies of current financial reports including Balance Sheets, Revenue and Expense Statements, Budget Forecasts and Variance reports.
6. The Host Society shall report in writing to the President of the Committee at least quarterly, as to its activities and problems experienced. Further the Host Society shall answer to any specific inquiries addressed to it by the Committee, so that the Committee will be

sufficiently informed as to the Host Society's progress and in a position to offer assistance where required.

7. The Host Society shall agree to meet with the Directors of the Committee at their request. In particular, it is anticipated that meetings will be convened during the fall of 2006, January 2007, the spring and fall of 2007, and January of 2008. At the spring and fall meeting in 2007 the Committee will formally receive verbal and written reports from Host Society personnel including the Manager, Sports Coordinator, Cultural Coordinator, and Committee Chairs as requested by the Committee. The Committee may, in its discretion, decide not to convene certain anticipated meetings or alternately to delegate a sub-committee to meet with the Host Society.
8. The Manager, Sports Coordinator, and other appropriate personnel (either volunteer or staff) shall meet with the Chefs-de-Mission and Committee Technical Director at any meetings scheduled in advance of the Games by the Technical Director and shall attend all meetings convened by the Technical Director during each day of the Games.
9. The Manager, Cultural Coordinator, and other appropriate personnel shall meet with the Committee's Cultural Program Director and Chefs-de-Mission or their representatives at all meetings scheduled in advance of the Games and shall attend all meetings scheduled by the said Director during Games Week.
10. The Executive or other group of the Host Society which will be responsible for directing, managing and coordinating the Games during Games Week shall include in its meetings and meet with the Committee's Host Society Liaison Director for the purpose of enhancing overall communications between the two organizations.
11. The Host Society shall keep minutes of all executive meetings and of any general meetings of its membership. Although these minutes need not be verbatim, they shall be of sufficient detail so as to disclose the tenor of discussions on agenda items and not merely a record of the motions and resolutions presented at a given meeting.
12. The Host Society shall provide, to all members of the Board of Directors of the Committee, copies of the minutes of all meetings.

13. The City, through the office of the Mayor or his or her designee, shall ensure that the Host Society establishes proper liaison with the Committee, and specifically with any directors of the Committee designated by it to oversee specific functions. Further the Host Society shall ensure that liaison is established with the next Host Society hosting the 2010 Games.

14. The City agrees to send the Games Manager and such other representatives of the City and Host Society as it deems appropriate to the 19th Arctic Winter Games in 2006 to be staged in Kenai/Soldotna, Alaska, United States for the purpose of observing and studying the manner in which the Games are staged.

15. The City and the Host Society shall ensure that adequate facilities, in the opinion of the Committee, shall be provided for staging of all sports, awards presentations, ceremonies and cultural events and for the accommodation and dining of participants as are required. Without limiting the generality of the foregoing, the City shall take all necessary steps to ensure that all necessary educational, government or privately owned or operated facilities and equipment are obtained or made available for the 20th Arctic Winter Games. It is specifically understood that the Arctic Winter Games International Committee shall have final approval for all proposed sporting venues.

16. Without limiting the generality of the foregoing, the City and the Host Society shall ensure that sufficient accommodation of acceptable standards in the opinion of the Committee shall be available to house the athletes, coaches, officials and guests of the 20th Arctic Winter Games.

17. The City and the Host Society shall ensure that an adequate ticket or pass system and an adequate transportation system are established with a view to providing the athletes, coaches and officials:

- Free access to all sports venues;
- Free transportation from residences to all venues at the Games sites and return to the residences.

18. The City and the Host Society shall maintain adequate records of its business affairs and shall ensure that official and accurate sports records are maintained for the 20th Arctic Winter Games; and they shall turn over to the Committee within thirty (30) days of the

conclusion of the 20th Arctic Winter Games such of their promotional material, computerized registration and results program, business and sports records as the Committee may require.

19. The City and Host Society shall account to the Committee in accordance with generally accepted accounting principles for all revenues and expenses within one hundred eighty (180) days of the conclusion of the 20th Arctic Winter Games.

20. The City and the Host Society shall ensure that the 20th Arctic Winter Games are staged in a dignified manner, and shall prevent any undue commercial or political exploitation thereof, and shall forthwith inform the Committee of any commercial or political exploitation thereof, or unauthorized reproduction of the name "Arctic Winter Games," the Arctic Winter Games Symbol, the Committee flag design, the Arctic Winter Games Committee "logo use" policy, or other Committee properties. The City and the Host Society shall not register a Host Logo and will have the ability to enforce protection of the symbol and name in conjunction with the "Arctic Winter Games" logo registrations.

21. The Arctic Winter Games International Committee Logo shall be the predominant logo of the Games. All Host logos must appear in combination with the Arctic Winter Games International Committee logo. All logo combinations must be approved by the Committee prior to use. It is agreed and understood that any approved 2008 Arctic Winter Games logo and name are the property of the Arctic Winter Games International Committee. For further clarification, the Arctic Winter Games International Committee logo can be used on its own, and also in the same prominence and location as any approved 2008 Arctic Winter Games logo in all public relations and related programs for the 2008 Arctic Winter Games. This can include but is not exclusive to:

- all print materials such as ticket guides, order forms, posters
- all print advertisements
- all television advertisements
- all billboard, banner and transit "superboard" advertisements on the official 2008 Arctic Winter Games web site
- venue signage

- all clothing
- souvenir programs, spectator's guide, manuals and information guides for athletes, officials, and technicians etc.

22. The 20th Arctic Winter Games shall be operated as an independent event, so that it shall not be staged in relation to, as a part of, or together with, a fair, exhibition, carnival or other similar event, except with the prior written approval of the Committee. The City agrees that it will not authorize the use of any of its property for events to be held at the same time as are the 2008 Arctic Winter Games.

23. The 20th Arctic Winter Games shall not include a Provincial, Regional or National championship in any sport, nor shall any kind of championship or other sport event be staged by or on the premises of the City, School District, or any Municipalities within or near the City area during the period of the Arctic Winter Games, except with the prior written approval of the Committee. The City and Host Society shall take all reasonable steps to prevent private organizations from conducting any such events during the period of the Arctic Winter Games.

24. The City and Host Society shall ensure that all necessary personnel and logistical support are provided for the installation and operation of equipment used in sports competition and other events associated with the Arctic Winter Games.

25. The Committee shall provide sufficient gold, silver, and bronze Arctic Winter Games medals to the Host Society for awards in all of the sports listed in the technical package and may, in its discretion, provide medals for coaches, officials, and mission staff. The Committee shall submit an invoice for the cost of all medals to the Host Society, which shall be responsible for payment of same.

26. The City and Host Society shall ensure that there are adequate catering facilities to a standard acceptable to the Committee for feeding the athletes, coaches, officials, mission staff and guests taking part in the Arctic Winter Games. Specifically, the City and Host Society shall make available a selection of a minimum of two (2) entrees at each evening meal and further specifically shall provide the Committee with a proposed menu not later than October 1, 2007.

27. The Host Society shall cause to be produced within six (6) months of the closing of the 20th Arctic Winter Games, at its expense, a professionally produced video (CD, DVD, or

VHS or other technology of similar or better quality) depicting the 20th Arctic Winter Games. The video shall be of such size, content, language, style, format, and distribution as is approved in writing by the Committee, and up to two thousand five hundred (2,500) copies, or such lesser quantity as it may specify, shall be delivered to the Committee free of charge.

28. The City and the Committee acknowledge the importance to the Games of the opening and closing ceremonies, and the City therefore agrees to ensure that the Host Society conducts the said ceremonies in accordance with the directions herein set out as follows:

29. Unless otherwise agreed by the Committee, only the following officials shall be seated on the podium for the opening and closing ceremonies:

- President of the Arctic Winter Games International Committee;
- Government Leader of the Northwest Territories;
- Mayor of the City of Yellowknife;
- President of the Host Society;
- Minister in charge of Sport and Recreation for Alberta or his or her designee;
- Minister in charge of Sport and Recreation for Nunavut or his or her designee;
- Minister in charge of Sport and Recreation for Yukon or his or her designee;
- Minister in charge of Sport and Recreation for Northwest Territories or his or her designee;
- Minister in charge of Sport and Recreation for Greenland or his or her designee;
- Representative from the State of Alaska;
- Representative from Government of Canada;
- Representatives from any official guest units that may attend;
- Mayor of municipality awarded 21st Arctic Winter Games (closing ceremonies only).

30. Unless otherwise agreed by the Committee in writing, only the following officials may speak at the opening and closing ceremonies;

- President of Arctic Winter Games International Committee;
- President of Host Society;
- Either the Government Leader or the Minister of Sport of the NWT;
- Mayor of the City of Yellowknife;
- Mayor of municipality awarded 21st Arctic Winter Games (closing ceremonies only).
- Master of Ceremonies, if Host Society President does not perform this function.

31. Speeches of officials shall not exceed one (1) minute in length. Well in advance of the opening and closing ceremonies, the Chair of the Ceremonies and Awards Committee or the President of the Host Society shall advise each speaker in writing on the maximum length of speeches allowable and ensure that all speakers clearly understand that they are not permitted to exceed one minute in time in their speeches.

32. The time of the opening ceremonies shall not exceed sixty (60) minutes from march-in to march-out, and closing ceremonies shall not exceed forty-five (45) minutes for the same time period. The Opening Ceremonies shall follow the guidelines as stipulated in the Staging Manual unless permission is obtained from the International Committee in writing.

33. Athletes shall not be required to stand for a period in excess of twenty (20) minutes before march-in.

34. The Host Society shall attempt to arrange for athletes to be seated after march-in if possible.

35. There shall be, located in an area adjacent to the podium, a seating area for Special Guests such as Directors of the Committee and Host Society, local politicians and dignitaries, visiting politicians and honored guests of the Host Society or Committee.

36. The Host Society shall, at the opening and closing ceremonies, give independent recognition to the Games sport officials, and shall supply them with some article of clothing which would serve to identify the officials as a group, as they march in after the athletes.

37. The Host Society shall follow the minute-by-minute guidelines for Opening and Closing ceremonies as set out by the Arctic Winter Games International Committee. The Host Society shall provide to the Committee for its approval a detailed list of the remaining arrangements for the opening and closing ceremonies not later than October 1, 2007. Any and all scheduled events and arrangements must be formally approved by the Committee.

38. The City and Host Society agree that at least one of the Northwest Territories Directors of the Committee shall be a full member of the Ceremonies and Awards Committee or such Committee as may be charged with the responsibility of staging the opening and closing ceremonies.

39. The Host Society shall ensure that each sports venue and other places associated with the Games are decorated and identified with flags, banners and signs, in accordance with the Arctic Winter Games Staging Manual, and shall attempt to have at every sporting venue a public address announcer who can introduce the competitors, announce results and make other public service announcements.

40. With respect to Special Guests, the City agrees to do the following:

- Make registration for Special Guests at a convenient location, namely, the hotel where most visiting Special Guests will be staying.
- Supply Special Guests with complete Games kits including passes, tickets or other appropriate identification allowing free access to all sporting and cultural venues, and supply Special Guests approved by the International Committee free access to the athletes' dining room.
- Provide suitable access to transportation for Special Guests.
- Provide Special Guests with a complete list of media/public relations contacts.

- Provide full and easy access to all venues including the cafeteria for the International Committee and guests designated by the Committee including Government Sport Ministers and other Government Officials so designated.

41. In addition to reserving a hospitality suite for officials and a hospitality suite for mission staff, the Host Society shall reserve a lounge for coaches in the Athlete's Village or Villages.

42. The Committee agrees to advise the City of the number of athletes, coaches, and mission staff which shall be participating in the Games not later than six (6) months prior to the commencement of the Games, but this number shall not exceed Two Thousand athletes except by mutual consent of the City or the Host Society.

43. It is acknowledged that the Committee may approve other guest units for participation in the 20th Arctic Winter Games in addition to those units which currently participate, namely, Alaska, Yukon, Northwest Territories, Northern Alberta, Greenland, Nunavut, Nunavik Quebec, Yamal Province (Oblast) of Russia, and a delegation of Sami Participants.

44. The Committee acknowledges that the City of Yellowknife bid is based on sports and categories of sports currently approved for the 2006 Games; however, it is acknowledged and agreed that the Committee retains sole discretion in the area of sports selection and may delete sports or categories therein or add sports not currently approved.

45. The City and the Host Society warrant, covenant and agree that no substantial departure shall be made from the proposal for staging the 20th Arctic Winter Games in the City of Yellowknife as represented to the Committee in the City's proposal of January 2005 without first obtaining the consent of the Committee.

46. The City and the Host Society agrees that the International Committee will have full access to the Host Website. Full access is access to log in and copy the complete Website and all files.

47. The City and the Host Society will ensure the International Committee receives a complete copy of the Website 90 days following the completion of the 2008 Games and prior to the website closing.

48. The City and the Host Society will ensure the International Committee has a complete copy and all files of the Results System Used for the 2008 Games

49. For all meetings with the Host Society and or the City of Yellowknife, the City or Host Society will be responsible for hotel accommodations and transportation (including car rentals) in the community for the Committee. For the Games, hotel accommodations and car rentals will be provided for each Committee member four days prior to the start of the Games and for the duration of the Games.

50. Where in this agreement anything must be done to the satisfaction of the Committee or requires the approval of the Committee, the City and the Host Society shall not proceed with or implement that thing without first fully apprising the Committee in that respect and obtaining the approval of the Committee.

51. Generally, the City and Host Society shall ensure that the Committee is fully informed, through its President, of all aspects of the preparation for and staging of the 20th Arctic Winter Games and shall take all necessary steps to communicate adequately with the President of the Committee and/or his designee to achieve this end.

52. All official correspondence may be done via email or facsimile where possible. Access to the Arctic Winter Games Hosting Manual and Sport Technical Specifications will be available on the Arctic Winter Games Web Site at www.arcticwintergames.org.

53. The Host Society shall employ, at its expense, a full time General Manager for the 20th Games, commencing on or before December 1st, 2005; and further, shall employ a full time Sports Coordinator for the 20th Arctic Winter Games, commencing at least twenty four (24) months prior to the Games; and further shall employ a full time Coordinator of Culture commencing at least nine (9) months prior to the Games. The City agrees to replace forthwith any/and/all of the following; the General Manager, the Sports Coordinator, and the Coordinator of Culture upon notice in writing from the President of the Committee wherein just cause for termination has been provided in accord common law and other relevant legislation.

54. The City and Host Society agree to arrange for television coverage of the 20th Arctic Winter Games to include and ensure the widest possible coverage in Alaska, Greenland, Nunavik, Nunavut, Northwest Territories, and Yukon. The Committee will appoint a

representative to the Host Society group responsible for negotiating these arrangements and will retain final approval authority on all broadcast agreements.

55. The Committee reserves the right to control the use of or to withdraw the name "Arctic Winter Games" or the Arctic Winter Games symbol, medals or awards in the event of any breach of this contract.

56. The City agrees to extend its general liability insurance coverage to the Host Society or otherwise agrees to purchase or cause the Host Society to purchase third party liability insurance of a value acceptable to the Committee and to have same in place for coverage during the Arctic Winter Games.

57. Upon conclusion of the Games, the City agrees to prepare a Comprehensive Final Report evaluating the Games with a view to same being a resource for future host societies within sixty (60) days of the conclusion of the Games and to provide copies of the said report to each member of the Board of Directors on the Arctic Winter Games International Committee.

58. For the purpose of giving effect to the terms and conditions contained herein, the City of Yellowknife agrees to enter into a formal arrangement with the Host Society either by written contract or bylaw, and the contract or bylaw shall contain a provision binding the Host Society to abide by the terms contained in this agreement. This contract or agreement shall also provide for the right of the City of Yellowknife to override the decisions of the Host Society if necessary in the best interests for the conduct of the games.

59. In the event that any party materially breaches the terms or conditions of this contract, it is agreed that any nonbreaching party may provide 15 days' notice of the breach to the breaching party and an opportunity to cure. In the event that a breaching party fails to cure the breach within the time provided, then any nonbreaching parties will be entitled to any and all remedies available at law and equity.

60. Venue for any dispute relating to this agreement shall be in the Supreme Court of the Yukon Territory at Whitehorse, Yukon. This agreement shall be construed according to the laws of Canada.

61. Should any clause of this agreement be deemed unenforceable by a court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect and the

unenforceable clause shall be revised to the extent possible to effect the intent of the parties in entering in this agreement

62. This agreement shall be binding on and inure to the benefit of the administrators, successors and assigns of the respective parties hereto.

WHEREAS the duly authorized representatives of the City of Yellowknife and the Arctic Winter Games International Committee have set their hands and seals this ___ day of _____, 2005 at Yellowknife, Northwest Territories.

Mayor Gordon Van Tighem – City of Yellowknife

Gerry Thick – President
Arctic Winter Games
International Committee

Wendell Shiffler – Vice President
Arctic Winter Games
International Committee