

Subject: [Fwd: Northlands Golf Course]

Date: Thu, 10 Apr 2003 17:52:45 -0700

From: Brian Platts <bplatts@shaw.ca>

To: Corrie Kost <kost@triumf.ca>

Subject: Northlands Golf Course

Date: Fri, 11 Apr 2003 00:37:24 +0100 (BST)

From: Elizabeth James <cagebc@yahoo.com>

To: Stephen Fleming <Stephen_Fleming@dnv.org>

CC: "Dr. Corris Kost" <fonvca@fonvca.org>, "Clr. Ernie Crist" <criste@district.north-van.bc.ca>, Mayor and Council <council@dnv.org>, Don Fiorvento <newsroom@northshoreoutlook.com>

10 April 2003

Mr. Stephen Fleming,
Administrative, Information and Privacy Coordinator,
DISTRICT OF NORTH VANCOUVER,
355 West Queens Road,
NORTH VANCOUVER, B.C. V7N 4N5

RE: REQUEST #2003-011 CONTRACT AND/OR SUB-CONTRACT AGREEMENTS - NORTHLANDS PUBLIC GOLF COURSE

Dear Mr. Fleming:

In my opinion, the spirit of the intent of the Freedom of Information and Protection of Privacy Act [the Act] is not being met by the responses I have received from the District on this file.

Further to our earlier exchanges of correspondence, and further to an article which appears on Page 1 of today's *Outlook*, I am writing for clarification of the information you and Ms. Elaine Oakes provided to me in March of this year.

It may well be that you are as frustrated as I in your attempts to obtain complete - and accurate - information. If that is the case, I apologise, but I cannot escape the fact that you told me there were "no responsive records" discovered, or that Clr. Crist appears to have been told by Mr. Zerr that, between 1997 and 31 December 2001, "there was no written contract to govern the course's maintenance."

Former Northlands Manager, Mr. Craddock, is quoted as saying that, during those years, "the services provided by Don-Mac were a 'carry-over' from" the agreement in place while the course was being constructed. According to the *Outlook*, Mr. Craddock also "contends that there was a written contract prior to 2002," and goes on to say that, "every year the 'arrangement' was renewed by a letter of agreement."

I have copies of a letter dated April 2, 1997 on District letterhead, from L.J. Craddock to Mr. Bo McIvor of Don-Mac Holdings Ltd. [Document No: 79862] The letter recognizes that construction of the golf course is nearly complete. It expresses appreciation for the "Contractor" services provided by Don-Mac and determines a "Completion Date" for Don-Mac effective May 31, 1997. [In my opinion, an agreement covering the construction phase would be considerably different from that required to cover "Operations and Maintenance."]

Next, there is a letter on District letterhead dated June 27, 1997 [No document number] which states: Dear Mr. McIvor: Further to our correspondence concerning your services as Contractor for Northlands Golf Course, I wish to advise that we would like to extend your contract to October 31, 1997."

Then there is a gap until an email exchange on November 16 1998 between Mr. Craddock and former Parks and Engineering Manager, Robert West-Sells. This exchange consists of one line each way:

- Craddock to West-Sells: "It is time to renew this contract *as we have been doing up to now*. What do you suggest for a time-frame - end of June, 1999? end of 1999?" Copies of that exchange went to Christie Hammond.
- West-Sells to Craddock: "Laurie: I don't think we would want to change part way through the year so to the end of 1999 makes sense....Bob"

That resulted in a letter from Craddock to Mrs. Donna McIvor dated, November 17, 1998 Re: Contractor Services "Dear Mrs. McIvor, this is to advise that we wish to continue with your services as Contractor for Northlands Golf Course up to December 31, 1999."

So.....the Outlook article today, in which Laurie Craddock claims there **were** such records - albeit it appears very informal ones - only gives rise to more questions:

1. What, if anything, **officially and in writing** conferred on Mr. Craddock the authority to bind District taxpayers to an arrangement, legal or otherwise, with sub-contractor, Don Mac Holdings? In the event the above-noted articles of correspondence a considered an 'extension' of an agreement between the parties previously in place to cover construction of the golf course, then I would appreciate receiving a copy of that agreement, since it constitutes 'a part of the whole' - the letter being merely a single-page addendum.
2. What written notification, if any, **officially** conferred on Don Mac Holdings the authority or right to delegate some of **its own** obligations under its agreement with the District DBA Northlands to sub-contractor(s) Christie Hammond, John Hammond, Hammond Financial Services, or any other business entity owned or operated by the Hammonds; and,
3. Is there in existence a written, formal or informal, agreement between Don Mac and the Hammonds which officially notified the District that such delegation had taken place and described the details of it? Failing that,
4. Is there in existence any official written communication - perhaps between Craddock and the District - which notified the District of the parameters of such delegation?
5. Mr. Craddock is further quoted, "We provided a letter telling them we would *continue to hire their staff* and date it." The letters provided to me make no reference to "staff". May I have copies of those, please?
6. Why did the District - apparently quite willingly - hand over to Christie Hammond a District credit card? Is it possible that one of the "letters of agreement" to which Mr. Craddock refers, implies that Ms. Hammond had an "employer/employee relationship with the District, rather than with Don-Mac?"
7. Who at District Hall actually handed her that card?
8. In Point #2 of your letter to me of 25 March 2003, you state that "the District *does not have custody* of any agreements that may have been signed between Don Mac and the Hammonds."

I would reply by saying that the only reason I would have concerns about the issue of *custody* is that, since such an agreement would have the legal effect of delegating - or sub-contracting - some of Don Mac's own responsibilities under its "arrangement" with the District, a *copy should have been provided* to the District. Failing that, its existence or absence should now be established. If it exists, then a copy also should be provided to Wolrige Mahon and to the RCMP who, respectively, are conducting an audit and a criminal investigation, for inclusion in their considerations.

Mr. Fleming, I do not wish these requests for information and supporting documents to be treated lightly, or to be regarded as a separate request under The Act. Rather, they are an attempt to receive **all** of the information I have been looking for from the beginning....way back in February of this year.

I am certain that you have a complete understanding of what it is I am seeking but, just to be on the safe side.....I would like you - and/or any of your colleagues who may be involved with this file - to provide me with copies of any documents - formal or informal - which indicate how Northlands was to be maintained and operated, who was responsible to see that was done in a safe and efficient manner - including the various chains of command and reporting and signing authorities - and what legal documents, or extensions thereof, were in place to protect District taxpayers. Copies of the latter should include specific reference to any and all indemnification and insurance policies that may have been in place.

Your early response would be appreciated.

Yours truly,

Liz James
[604] 988-2066

[Yahoo! Plus - For a better Internet experience](#)