

**VISITOR INFORMATION CENTRES  
CONTRIBUTION AGREEMENT**

**THIS AGREEMENT** made as at the 9<sup>th</sup> day of May, 2018.

**BETWEEN:**

**CARIBOO REGIONAL DISTRICT**

Suite D, 180 North 3<sup>rd</sup> Avenue  
Williams Lake, BC V2G 2A4

(hereinafter called the "Region")

**AND:**

**LIKELY CHAMBER OF COMMERCE**

PO Box 29  
Likely, BC V0L 1N0

(hereinafter called "Likely")

**AND:**

**HORSEFLY BOARD OF TRADE**

PO Box 83  
Horsefly, BC V0L 1L0

(hereinafter called "Horsefly")

**AND:**

**150 MILE GREENBELT, TRAIL AND HERITAGE SOCIETY**

PO Box 825  
150 Mile House, BC V0K 2G0

(hereinafter called "150 Mile")

**AND:**

**WILLIAMS LAKE & DISTRICT CHAMBER OF COMMERCE**

1660 South Broadway  
Williams Lake, BC V2G 2W4

(hereinafter called "WLDCC")

**WHEREAS** the Region has established economic development functions in Electoral Area "F" to encourage and support economic development activities for the benefit of residents;

**WHEREAS** promoting tourism within Electoral Area "F" is a priority for the local communities;

**AND WHEREAS** the Cariboo Regional District Board of Directors has deemed it appropriate and consistent with the purpose of the Electoral Area "F" economic development function to financially

contribute to WLDCC, Likely, Horsefly and 150 Mile as support for delivering visitor services which will encourage increased economic activity for the area.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and covenants hereinafter contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

**Intent:**

This agreement and the funding commitment herein are specifically for supporting WLDCC, Likely, Horsefly and 150 Mile's efforts towards providing visitor information services through the operation of their visitor information centres and related tourism promotion activities and no other activities of WLDCC, Likely, Horsefly and 150 Mile.

**Independent Contractors:**

The parties acknowledge that WLDCC, Likely, Horsefly and 150 Mile or any contractor hired by WLDCC, Likely, Horsefly and 150 Mile to perform services related to this agreement will have the status of an independent contractor and that nothing in this agreement will contemplate or constitute WLDCC, Likely, Horsefly and 150 Mile or any contractor as an agent, partner or employee of the Region for any purpose.

Activities under the agreement shall be carried out at all times in conformity with the WorkSafe BC Health and Safety Regulations. Confirmation of coverage and status of account, if applicable, must be submitted to the Region upon request.

**Term:**

The term of this agreement is three (3) years from January 1, 2018 to December 31, 2020. Upon expiry of the term, the parties may consider amendments to and renewal of the agreement. This agreement will remain in effect after its expiration date to facilitate ongoing negotiations for successful renewal.

**Conditions:**

The following commitments are required by the parties:

Likely, Horsefly and 150 Mile will:

- a) manage and operate their visitor information centres to a standard appropriate to similar tourist information centres for the benefit of all Electoral Area "F" residents;
- b) each hire an individual to participate in the WLDCC training program and staff the visitor information centres for June, July and August. Likely, Horsefly and 150 Mile will be responsible for all mandatory employer related costs and will conduct an exit interview with staff at the end of the season;
- c) work with the WLDCC who will coordinate pre-season training and regional familiarization tours;
- d) expend funds provided under this agreement only on eligible costs as demonstrated in Likely, Horsefly and 150 Mile's budget for the management and operation of the visitor information centres;

- e) each carry public liability insurance and operations liability insurance at their sole cost to cover claims for personal injury, death or property damage in the amount of at least two million (\$2,000,000) dollars and to name the Region as additional insured on appropriate policies;
- f) appropriately acknowledge the Region as a contributing funding source for operation of the visitor information centres and in tourism marketing materials;
- g) each submit a visitor information centre activities report at a minimum of once per year, highlighting accomplishments, goals and objectives for next year, benefits provided to the community, the number of visitors and a financial statement of revenues and expenditures outlining how the funding was utilized, or other information or reports as requested;
- h) keep accounting records and provide copies of expense reports and invoices to the Region upon request; and
- i) each submit an invoice requesting payment of the contribution each year.

WLDCC will:

- a) manage and operate the Williams Lake & District Visitor Centre (the "Visitor Centre") to a standard appropriate to similar tourist information centres for the benefit of all residents;
- b) guarantee three seats, one for Likely, one for Horsefly and one for 150 Mile, in their annual training program and regional familiarization tours;
- c) hire an individual to participate in the WLDCC training program and staff the Visitor Centre for June, July and August. WLDCC will be responsible for all mandatory employer related costs and will conduct an exit interview with staff at the end of the season;
- d) coordinate pre-season training and regional familiarization tours on behalf of Likely, Horsefly, 150 Mile and the Region;
- e) expend funds provided under this agreement only on eligible costs as demonstrated in WLDCC's budget for the management and operation of the Visitor Centre;
- f) carry public liability insurance and operations liability insurance at its sole cost to cover claims for personal injury, death or property damage in the amount of at least two million (\$2,000,000) dollars and to name the Region as additional insured on appropriate policies;
- g) appropriately acknowledge the Region as a contributing funding source for operation of the Visitor Centre and in tourism marketing materials;
- h) submit a Visitor Centre activities report at a minimum of once per year, highlighting accomplishments, goals and objectives for next year, benefits provided to the community, the number of visitors and a financial statement of revenues and expenditures outlining how the funding was utilized, or other information or reports as requested;
- i) keep accounting records and provide copies of expense reports and invoices to the Region upon request; and

- j) submit an invoice requesting payment of the contribution each year.

The Region will:

- a) contribute \$3,250 to Likely to assist with phone service and payroll costs of hiring staff for the Likely visitor info centre during June, July and August;
- b) contribute \$3,250 to Horsefly to assist with phone service and payroll costs of hiring staff for the Horsefly visitor info centre during June, July and August;
- c) contribute \$2,000 to 150 Mile to assist with phone service and payroll costs of hiring staff for the 150 Mile visitor info centre during June, July and August; and
- d) contribute \$8,000 to WLDCC to assist with the hiring of staff for the Visitor Centre during June, July and August and to cover the costs of regional familiarization tours and training individuals, one selected by Likely, one selected by Horsefly and one selected by 150 Mile.

**Entire Agreement:**

This agreement and any and all addenda, schedules or exhibits attached hereto represents the entire agreement of the parties regarding the subject matter hereof. There are no other oral or written collateral representations, agreements or understandings regarding the subject matter hereof.

**Notices:**

Each Notice to a party must be given in writing. A Notice may be given by delivery to an individual, by fax or by email, and will be validly given if delivered on a Business Day to an individual at the following address, or, if transmitted on a Business Day by fax or email addressed to the following party

if to the Region:

**Cariboo Regional District**

180D N. 3rd Avenue  
Williams Lake, BC V2G 2A4  
c/o Manager of Community Services  
Phone : 250-392-3351  
Fax: 250-392-2812  
Email: dcampbell@cariboord.ca

if to Likely:

**Likely Chamber of Commerce**

PO Box 29  
Likely, BC V0L 1N0  
c/o Lisa Kraus, President  
Phone: 250-790-2449  
Email: likelycommunitycoordinator@gmail.com

if to Horsefly:

**Horsefly Board of Trade**

PO Box 83

Horsefly, BC V0L 1L0

c/o Linda Bartsch, Secretary

Phone: 250-620-3440

Email: lbartsch4@gmail.com

if to 150 Mile:

**150 Mile Greenbelt, Trail**

**And Heritage Society**

PO Box 825

150 Mile House, BC V0K 2G0

c/o John Hoyrup, Co-Chair

Phone: 250-296-3588

Email: hilltop4@telus.net

if to WLDCC:

**Williams Lake & District**

**Chamber of Commerce**

1660 South Broadway

Williams Lake, BC, V2G 2W4

c/o Claudia Blair, President

Phone: 250-392-5025

Email: visitors@telus.net

**Assignment:**

None of the parties may assign any of its rights or delegate any of its duties under this agreement without the prior written consent of the other party.

**Termination:**

**Termination by the Region**

The Region may terminate this agreement at any time and for any reason by giving 30 days written notice of termination to WLDCC, Likely, Horsefly and 150 Mile. Subject to Termination for Cause, the Region will pay to WLDCC, Likely, Horsefly and 150 Mile all amounts owing under this agreement up to and including the date of termination, determined as a prorated amount of the annual contribution as required. Upon payment of such amounts, no other payment will be owed by the Region to WLDCC, Likely, Horsefly and 150 Mile and no amount will be owing on account of any future expenditures or lost revenues relating to the management and operation of the visitor information centres or tourism marketing activities.

**Termination by WLDCC, Likely, Horsefly and 150 Mile**

WLDCC, Likely, Horsefly and 150 Mile may terminate this agreement at any time and for any reason by giving 30 days written notice of termination to the Region.



### **Rights of the Region Upon Termination for Cause**

If the Region terminates this agreement for cause, such as failure of WLDCC, Likely, Horsefly and 150 Mile to meet the required commitments contained herein, then the termination is deemed effective upon receipt of notice by WLDCC, Likely, Horsefly and 150 Mile and the Region may withhold payment of any amount owing WLDCC, Likely, Horsefly and 150 Mile under this agreement.

### **Indemnity:**

WLDCC, Likely, Horsefly and 150 Mile will indemnify and save harmless the Region and all of its employees, servants, representatives and agents, from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) which the Region or their employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with any activities of WLDCC, Likely, Horsefly and 150 Mile as well as any failure, breach or non-performance by WLDCC, Likely, Horsefly and 150 Mile of any obligation of this agreement, or any wrongful or negligent act of WLDCC, Likely, Horsefly and 150 Mile or any employee or agent of WLDCC, Likely, Horsefly and 150 Mile.

### **Survival of Indemnity**

The indemnity described above will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Region.

### **Compliance with Laws and Regulations:**

WLDCC, Likely, Horsefly and 150 Mile shall comply with all Local Government, Provincial and Federal legislation relating to the activities funded under this agreement. It is the responsibility of WLDCC, Likely, Horsefly and 150 Mile to ensure all permits and authorizations are in place as appropriate for its activities. Non-compliance with this section will be considered a breach of the agreement.

### **Miscellaneous:**

The headings appearing in this agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this agreement.

In this agreement, wherever the singular or masculine is used, it shall be construed as if the plural or feminine or body corporate as the case may be, had been used where the context of the parties hereto so require.

This agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this agreement as of the day and year written below.

A Johnston  
CARIBOO REGIONAL DISTRICT

Lisa Ann Kraus  
Likely Chamber of Commerce

Alice Johnston  
PRINT NAME

Lisa Ann Kraus  
PRINT NAME

May 9, 2018.  
DATE

April 10, 2018  
DATE

Linda Bartlett  
Horsefly Board of Trade

J. Hoyer  
150 Mile Greenbelt, Trail and Heritage Society

LINDA BARTLETT  
PRINT NAME

J. Hoyer  
PRINT NAME

APRIL 25, 2018  
DATE

March 29, 2018  
DATE

CD  
Williams Lake & District Chamber of Commerce

Claudia Blair  
PRINT NAME

March 27, 2018  
DATE

