

From: Allan Chabot
To: [Beck, Adrienne TAC:EX](#)
Cc: [Nicole Fricot](#)
Subject: RE: 2018/19 RMI Funding - Revelstoke
Date: Thursday, March 22, 2018 11:21:32 AM

Hi Adrienne,

Nicole will send a signed copy of the SCA before the end of the week. Thank you.

Best regards,

Allan Chabot

Chief Administrative Officer

From: Beck, Adrienne TAC:EX <Adrienne.Beck@gov.bc.ca>
Sent: Thursday, March 22, 2018 11:06 AM
To: Allan Chabot <AChabot@revelstoke.ca>
Cc: Nicole Fricot <nfricot@revelstoke.ca>; Chwist, Tamara TAC:EX <Tamara.Chwist@gov.bc.ca>; Schneider, Amy TAC:EX <Amy.Schneider@gov.bc.ca>
Subject: 2018/19 RMI Funding - Revelstoke

Dear Allan;

In follow up to Minister Bear's email earlier today, I am pleased to confirm the first payment of your 2018/19 RMI funding in the amount of **\$291,334**. Please keep in mind, this first payment is based on the current RMI formula. We may implement changes to the formula for the second payment, so your second amount will be different.

As in previous years, in order to issue your payment, we require a signed Shared Cost Arrangement (SCA). See attached draft SCA.

Next steps:

1. Please review the project list we've included in the Schedule A of the SCA. This list is based off recent quarterly reports, but it may need updating. Please do so in track changes.
 - Keep in mind, new projects that weren't identified in your RDS (or subsequent amendments) will require an amendment and stakeholder consultation. If you are looking to add new projects, please let Tamara and I know.
2. Once you have reviewed your project list and the draft SCA, let me know and I will send you a finalized SCA for your signature.
3. Funds will be issued once we have a signed contract back from you.
4. We will be in touch as soon as possible regarding the second payment.

I realize this is short notice, but we would really appreciate having the signed SCA back from you by

the end of the week.

Let us know if you have any questions.

Sincerely,

Adrienne Beck

Manager, Tourism Policy and Programs
Tourism Policy and Creative Sector Division
Ministry of Tourism, Arts and Culture
Phone | 250.356.2293 Cell | 517

From: [Beck, Adrienne TAC:EX](#)
To: ["Allan Chabot"](#)
Cc: [Nicole Fricot](#); [Chwist, Tamara TAC:EX](#); [Schneider, Amy TAC:EX](#)
Subject: 2018/19 RMI Funding - Revelstoke
Date: Thursday, March 22, 2018 11:05:35 AM
Attachments: [SCA - Revelstoke.docx](#)

Dear Allan;

In follow up to Minister Bear's email earlier today, I am pleased to confirm the first payment of your 2018/19 RMI funding in the amount of **\$291,334**. Please keep in mind, this first payment is based on the current RMI formula. We may implement changes to the formula for the second payment, so your second amount will be different.

As in previous years, in order to issue your payment, we require a signed Shared Cost Arrangement (SCA). See attached draft SCA.

Next steps:

1. Please review the project list we've included in the Schedule A of the SCA. This list is based off recent quarterly reports, but it may need updating. Please do so in track changes.
 - Keep in mind, new projects that weren't identified in your RDS (or subsequent amendments) will require an amendment and stakeholder consultation. If you are looking to add new projects, please let Tamara and I know.
2. Once you have reviewed your project list and the draft SCA, let me know and I will send you a finalized SCA for your signature.
3. Funds will be issued once we have a signed contract back from you.
4. We will be in touch as soon as possible regarding the second payment.

I realize this is short notice, but we would really appreciate having the signed SCA back from you by the end of the week.

Let us know if you have any questions.

Sincerely,

Adrienne Beck
Manager, Tourism Policy and Programs
Tourism Policy and Creative Sector Division
Ministry of Tourism, Arts and Culture
Phone | 250.356.2293 Cell | 517



This Shared Cost Arrangement dated for reference the 22nd day of March, 2018.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the Minister of Tourism, Arts and
Culture (the "Province")

AND

CITY OF REVELSTOKE (the "Recipient")
216 Mackenzie Avenue, PO Box 170
Revelstoke, BC V0E 2S0

WHEREAS:

- A. The Province created the Program to support the expansion, development, and improvement of resorts in British Columbia to increase tourism, economic development and employment.
- B. The Province has approved funding under the Program for the Project defined in this Agreement and such funding is to be paid by the Province to the Recipient pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the sum of one dollar and other valuable consideration, the receipt and sufficiency of which is acknowledged by each party, the parties agree as follows:

DEFINITIONS

1. In this Agreement and its recitals the following definitions apply:

"Agreement" means this Shared Cost Arrangement and any schedules attached hereto;

"Program" means the "Resort Municipality Initiative" to support the expansion, development, and improvement of resorts in British Columbia to increase tourism, economic development and employment;

"Project" means the infrastructure project(s), program(s), and other initiatives as described in Schedule A;

"Resort Development Strategy" means the strategy developed by the Recipient in consultation with stakeholders and reviewed by the Province which includes the Project;

SCHEDULES

2. The Schedules to this Agreement are:

Schedule A	Project Description
Schedule B	Payment Terms and Conditions
Schedule C	Reporting Requirements
Schedule D	Communications Protocol

TERM OF AGREEMENT

3. Notwithstanding the actual date of execution of this agreement, the term of this Agreement begins on March 22, 2018 and expires on March 31, 2019.

OBLIGATIONS OF THE RECIPIENT

4. The Recipient agrees to:
- (a) use its best efforts to implement the Resort Development Strategy and carry out the Project in a diligent and professional manner;
 - (b) ensure that the financial contribution of the Province described in Schedule B is used solely for the purpose of undertaking and/or completing the Projects outlined in its Resort Development Strategy; and
 - (c) use its best efforts to expend all of the financial contribution of the Province no later than two years after the term of the Agreement.
5. The Recipient will comply with all applicable laws, statutes, regulations, or bylaws of Her Majesty the Queen in Right of Canada, the Province and any local government.
6. In accordance with the requirements of the Program, the Recipient agrees to:
- (a) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in a form and content satisfactory to the Province;
 - (b) permit the Province, for contract monitoring and audit purposes, to inspect at all reasonable times, any books of account or records, whether complete or not, that are produced, received or otherwise acquired by the Recipient as a result of this Agreement; and

- (c) maintain all such accounts and records for a period of six years after the term of the Agreement.
- 7. The Recipient is solely responsible for all aspects of the Project(s), including without limitation, the planning, design, construction, operation, maintenance, worker and public safety, completion and ownership of the Projects, and nothing in this Agreement shall be deemed to give the Province interest in, or responsibilities for the Project(s), unless otherwise provided in this Agreement.
- 8. Upon completion of the Project(s) the Recipient will retain title to and ownership of the assets resulting from expenditures made to carry out the Project(s) and will maintain and operate the assets.
- 9. The Recipient acknowledges that it is not the agent of the Province and will do no act which might be construed as authorizing any contract or incurring any other liability or obligation on behalf of the Province.
- 10. The Recipient will obtain prior written approval from the Province for any significant changes to the scope of the Project(s).
- 11. No sub-contract entered into by the Recipient will relieve the Recipient from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.

OBLIGATIONS OF THE PROVINCE

- 12. Provided the Recipient is in compliance with its obligations under this Agreement, the Province will pay the Recipient the amount and in the manner set out in Schedule B of this Agreement.
- 13. The Province will not have any obligation to make a contribution under section 12 unless the Recipient has complied with the provisions set out in Schedule C.

COMMUNICATIONS

- 14. The Recipient agrees to follow the terms of the Communications Protocol set out in Schedule D of this Agreement.

INDEMNIFICATION

- 15. The Recipient will be solely responsible for and shall indemnify and save harmless the Province, and its ministers, officers, servants, employees and agents from and against all losses, claims, liabilities, suits, damages, actions, causes of action, costs and expenses, and demands of any kind (“losses”), or other proceedings by whomsoever brought or prosecuted in any manner based

upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by or arising directly or indirectly, from:

- (i) the Recipient's performance under this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees and agents,
- (ii) the on-going operation, maintenance and repair of the infrastructure resulting from the Project; and
- (iii) any omission or other willful or negligent act of the Recipient, its officers, servants, employees and agents.

INSURANCE

16. The Recipient will, without limiting its obligations or liabilities herein, provide and maintain insurances with insurers licensed in Canada with coverage of a type, and in amounts, that any similar business, acting reasonably, would procure for a project of the scope, size and exposure of this Project, during the term of this Agreement and for any subsequent ongoing operations and maintenance of the resulting infrastructure.

DEFAULT

17. Any of the following events will constitute an Event of Default, whether any such event be voluntary, involuntary or result from the operation of law of any judgment or order of any court or administrative or government body:
- (a) the Recipient fails to comply with any provision of this Agreement;
 - (b) any representation or warranty made by the Recipient in connection with this Agreement is untrue or incorrect;
 - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
 - (d) the Recipient ceases, in the opinion of the Province, to carry on business as a going concern;
 - (e) a change occurs with respect to one or more of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
 - (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
 - (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
 - (h) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made, by the Recipient;
 - (i) a receiver or receiver-manager of any property of the Recipient is appointed; or

- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

TERMINATION

- 18. Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of the Agreement, at its sole option, elect to do any one or more of the following:
 - (a) terminate this Agreement and in which case the Province's obligation to make any further payment of the money remaining unpaid under this Agreement is also terminated and discharges the Province of all liability to the Recipient under this agreement;
 - (b) require that the Event of Default be remedied within a time period specified by the Province;
 - (c) suspend any installment of payment due to the Recipient by the Province while the Event of Default continues;
 - (d) waive the Event of Default;
 - (e) pursue any other remedy available at law or in equity.
- 19. If the Province terminates this Agreement under section 18(a), then such termination may take place on ninety (90) days' written notice.
- 20. The Province may, at its sole option, terminate the Agreement without cause upon one hundred and twenty (120) days' written notice to the Recipient.

REMEDIES NON-EXCLUSIVE

- 21. The rights, powers and remedies conferred on the Province under this Agreement or any statute or law are not intended to be exclusive and each remedy shall be cumulative and in addition to and not in substitution for every other remedy existing or available to the Province.
- 22. The exercise of any one or more remedies available to the Province will not preclude the simultaneous or later exercise by the Province of any other right, power or remedy.

APPROPRIATION

- 23. Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Recipient under this Agreement is subject to:
 - (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* to enable the Province, in any fiscal year or part thereof when any payment by the Province to the Recipient falls due under this Agreement, to make that payment; and
 - (b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation referred to in subsection (a) of this section.

NO FURTHER OBLIGATIONS

24. The Recipient acknowledges that nothing in this Agreement will bind the Province to provide any financing for any addition or improvement to the Project, or any cost overruns of the Project and that no partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or any action of the parties under this Agreement.

JOINT AND SEVERAL OBLIGATIONS

25. In the event the Recipient is comprised of more than one entity, then the covenants and obligations of each of such entities with the others will be both joint as well as several.

AMENDMENTS

26. Unless otherwise specified in this agreement, this Agreement may be amended only by further written Agreement between the parties.

SURVIVAL OF TERMS

27. Sections 6 (b) and (c), 15, and 21, continue in force indefinitely, even after this agreement ends.

NOTICE

28. (a) Any written communication from the Recipient to the Province must be mailed, personally delivered, faxed, or electronically transmitted to the following address:

Ministry of Tourism, Arts and Culture
7th Floor – 1810 Blanshard Street
P.O. Box 9853 Stn Prov Govt
Victoria, BC V8W 9T5

Attention: Executive Director
Tourism Branch
Email: Suzanne.Ferguson@gov.bc.ca

- (b) Any written communication from the Province to the Recipient must be mailed, personally delivered, faxed or electronically transmitted to the following address:

216 Mackenzie Avenue, PO Box 170
Revelstoke, BC V0E 2S0

Attention: Allan Chabot Phone: 250 837-2911
achabot@revelstoke.ca

- (c) Any written communication from either party will be deemed to have been received by the other party on the tenth business day after mailing in British Columbia; on the date of personal delivery if personally delivered, or on the date of transmission if faxed.
- (d) Either party may, from time to time, notify the other by notice in writing of a change of address and following the receipt of such notice, the new address will, for the purposes of section 28 (a) or 28 (b) of this Agreement, be deemed to be the address or facsimile of the party giving such notice.

MISCELLANEOUS

- 29. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 30. The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 31. If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 32. Nothing in this Agreement operates as a consent, permit, approval or authorization by the Province or any ministry or branch thereof to or for anything related to the Project that by statute, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 33. The Recipient will not, without the prior, written consent of the Province, assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement.
- 34. The Recipient will not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to such other person, or entity.
- 35. All records submitted by the Recipient to the Province, including reports, are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* ("FIPPA"). All records created pursuant to the Agreement that are in the custody or control of the Province are subject to FIPPA.

IN WITNESS WHEREOF each of the parties has executed this Agreement on the dates set out below.

SIGNED by the Minister of Tourism, Arts)
and Culture, or his or her duly authorized)
representative on behalf of HER MAJESTY)
THE QUEEN IN RIGHT OF THE)
PROVINCE OF BRITISH COLUMBIA:)

)
)
)
)
)

Ministry's Authorized Signatory

Date: _____

CITY OF REVELSTOKE:

per: _____
Authorized Signatory

Name/Title

Date: _____

**SCHEDULE A
PROJECT DESCRIPTION**

**ANY CHANGE TO THE SCOPE AND/OR TIMELINE OF THE DELIVERABLES
MUST BE MUTUALLY AGREED TO IN WRITING**

A.1

Projects
Skateboard Park
Mt Bike trails upgrades
Multi-use Trails
Williamson Lake Upgrades
Golf course improvements
Downtown beautification
Festivals and Events
Development of Shooting Range
Development of Revy Riders Dirt Bike Track Facility
Development of Selkirk Saddle Club Facility

SCHEDULE B
PAYMENT TERMS AND CONDITIONS

B.1. Financial Contribution by the Province

B.1.1 The Province will make a maximum financial contribution to the Recipient in the amount of **\$291,334** within 30 days of signing this Agreement

B.1.2 For clarity, the aforementioned amount is the maximum amount of financial contribution that has been approved by the Province.

Schedule C: REPORTING REQUIREMENTS

C.1. Communications:

As important Project related announcements or events are planned during the term of this Agreement, the Recipient will inform the Province with at least one month's notice.

C.2. Financial Report:

The Recipient will deliver to the Province updated quarterly financial report to demonstrate actual and planned expenditures for the period January 1, 2018 to December 31, 2018.

C.3. Annual Outcomes Report and Analysis:

The Recipient will deliver to the Province an annual outcomes report and analysis for the period January 1, 2018 to December 31, 2018 by June 30, 2019.

C.4. Additional Reporting Requirements:

The Recipient will deliver to the Province other additional reports as requested by the Province.

C.5. Form of Reports:

All reports are to be submitted in a form satisfactory to the Province.

Schedule D: COMMUNICATIONS PROTOCOL

This communications protocol establishes the principles that will guide all announcements and events related to the Resort Municipality Initiative. Communications activities may include major events or announcements, communication products such as speeches, press releases, websites, advertising, promotional material or signage.

The Parties agree that in addition to joint communications activities, the Parties may include messaging in their own communications products and activities with respect to their commitment to the Agreement. All communications by the Recipient referring to Projects will clearly recognize the co-operation of the Province.

The Recipient will ensure the Province is aware of any potential announcements and will notify the Province at least a month, or as soon as possible, before any proposed public announcement or ceremony event. The Minister or designated representative may participate in such announcements or ceremonies, to take place at a mutually agreed date and location.

The Parties agree that they may jointly or individually, make periodic announcements, through public events, press releases and/or other mechanisms of the following:

1. The signing of this Agreement,
2. Investment in Projects,
3. Outcomes/results attributable to the investments made under this Agreement, and
4. Other activities as may be agreed to from time to time.

The timing of public events shall be sufficient to allow for the Parties to plan their involvement.

Signage and Plaques

The Recipient will ensure permanent signage at the location of all Projects referred to in this Agreement, prominently identifying the Province of British Columbia's co-operation. Where there is no fixed location for signage, a prominent marker will recognize the Province's co-operation. All signage/plaques will be located in such a way as to be clearly visible to users, visitors and/or passersby. All plaque or other permanent signage designs, wording or specifications must be approved by the Province. The Province can assist the Recipient in sourcing an appropriate supplier.

The Province may forward Resort Municipality Initiative signage to the Recipient, which must be prominently displayed along entranceways or in some other prominent location in the community. A digital picture of the sign is to be sent to the Province after it has been installed. The picture must be labelled with the Recipient's name (i.e. Resort Municipality Name_Entranceway Sign). The cost of production and shipment of these signs will be the responsibility of the Province.

From: [Chwist, Tamara TAC:EX](#)
To: ["Nicole Fricot"](#)
Subject: RE: RMI: Revelstoke Q4 Reminder
Date: Wednesday, May 2, 2018 3:04:26 PM

Hello Nicole,

I am not entirely sure I'm reading your question correctly, but I'll do my best to answer it how I read it.

Your QR is a snapshot of your current spending. If you have projects from 2016 or 2017 that were not completed/started, and you will be spending RMI funds on them in 2018, please include them in the 2018 QRs. Please also ensure that any money not spent in previous years is reflected in your "reserve from 2017" financial snapshot.

Does that help?

Take care,

Tamara Chwist
Policy Analyst
Tourism Branch
Ministry of Tourism, Arts & Culture
Province of British Columbia
Tamara.Chwist@gov.bc.ca
778 698-1805

From: Nicole Fricot [<mailto:nfricot@revelstoke.ca>]
Sent: Friday, April 27, 2018 3:54 PM
To: Chwist, Tamara TAC:EX
Subject: RE: RMI: Revelstoke Q4 Reminder

Hi Tamara,

This is a rather boring report. One question I had was regarding previous funding allocations: There are funds we still have not spent from 2017 (and 2016) but we have allocated to projects we are planning on completing this year. I have not included them on the budget for 2018 as they were already allocated in previous funding years. Is this the correct approach or do you want me to include them in the budget line for 2018? We did not spend any money in Q1 of 2018 but we are meeting on Wednesday May 2, 2018 to make our allocations for 2018.

Let me know if you have any questions!

Nicole Fricot
Director of Community Economic Development

From: Chwist, Tamara TAC:EX [<mailto:Tamara.Chwist@gov.bc.ca>]

Sent: Thursday, February 22, 2018 1:47 PM
To: Nicole Fricot <nfricot@revelstoke.ca>
Subject: RE: RMI: Revelstoke Q4 Reminder

Hello Nicole,

I hope all is well. I am emailing to remind you that Revelstoke's Q4 was due at the end of January. Could you please send it to me at your soonest convenience?

Cheers,

Tamara Chwist
Policy Analyst
Tourism Branch
Ministry of Tourism, Arts & Culture
Province of British Columbia
Tamara.Chwist@gov.bc.ca
250-356-7975

From: Chwist, Tamara TAC:EX
Sent: Friday, January 12, 2018 12:25 PM
To: 'Nicole Fricot'
Subject: RMI: Revelstoke Q4 Reminder

Hello Nicole,

I hope all is well with you! I am just emailing a reminder that your fourth quarter report is due at the end of this month. I look forward to seeing your project updates!

Take care,

Tamara Chwist
Policy Analyst
Tourism Branch
Ministry of Tourism, Arts & Culture
Province of British Columbia
Tamara.Chwist@gov.bc.ca
250-356-7975