

THIS AGREEMENT made the day of July 2021.

BETWEEN:

CITY OF KELOWNA

1435 Water Street
Kelowna, BC V1Y 1J4

('the City')

OF THE FIRST PART

AND

TOURISM KELOWNA SOCIETY

238 Queensway Avenue
Kelowna, BC V1Y 6S4

('TK')

OF THE SECOND PART

WHEREAS:

- A. The *Community Charter* provides that the corporate powers of a municipality include the power to enter into agreements with third parties for the provision of services;
- B. The City recognizes that tourism is an important contributor to the local economy;
- C. The City and Tourism Kelowna share a common goal to improve the economic and civic welfare of the community through destination development and tourism marketing ('tourism services');
- D. Kelowna is a designated accommodation area for collection of funds pursuant to the Municipal and Regional District Tax Program ('MRDT');
- E. The City of Kelowna is the designated recipient of MRDT, and through transfer of MRDT funds to Tourism Kelowna, has delegated administration and expenditure of MRDT for tourism marketing, programs and projects to Tourism Kelowna as a tourism services provider;
- F. The City of Kelowna provides an annual grant to Tourism Kelowna to support the delivery of tourism services; and
- G. The parties, through this agreement, seek to:
 - amend the Municipal & Regional District Tax Reporting Service Agreement dated November 23, 2016 (approved by Kelowna City Council on December 5, 2016 R948/16/12/05); and
 - clarify their respective roles, responsibilities and expectations relating to their working relationship and the City's financial support for tourism services, and to set out principles and values for collaborative destination master planning;

NOW THEREFORE this Agreement is evidence that in consideration of MRDT funds and the annual grant funds transferred to Tourism Kelowna by the City, and the mutual promises and agreements set out herein (the sufficiency of which are hereby acknowledged), the parties agree as follows:

1. TERM

- a) The intention of the parties is to align the term of this agreement and any renewals thereof with the standard five (5) year MRDT term of the Province of British Columbia Order in Council pursuant to the *Designated Accommodation Area Tax Regulation*.

The current Order in Council (BC Reg. 41/2017) will be repealed July 1, 2022 and, subject to Provincial approval, a renewed Order in Council is anticipated to come into effect July 1, 2022 with a repeal date of July 1, 2027.

This agreement will therefore take effect upon execution by both parties, and the term will end on July 1, 2027 or such other repeal date as confirmed in the renewed Order in Council, unless terminated sooner in accordance with this agreement.

- b) This agreement may be renewed for one (1) additional term of five (5) years upon the following conditions:
- i) TK provides written notice to the City, at least eighteen (18) months prior to the expiry of the Term of its intention to exercise its option to renew this Agreement for an additional term of five (5) years. This timeline takes into account the requirement that an application to renew MRDT must be submitted at least six (6) months prior to the repeal date;
 - ii) At the time of providing its written notice to the City, TK is not in default or in breach of any provision of this Agreement; and
 - iii) TK has duly and regularly observed and performed its obligations and responsibilities contained in this Agreement;

The City will provide a written response to TK's notification within 60 days of receipt. The City's response may include discussion points regarding the relationship between the parties, administration of MRDT or amendments to this agreement. The City and TK will work collaboratively to review and resolve any changes to this agreement, including a discussion regarding the usage of OAP funds as defined in Section 4(a), in writing prior to submission of the MRDT renewal application for the 2027-2032 period, should the renewal option be exercised.

- c) Unless the parties otherwise agree in writing, the provisions of this Agreement, with the exception of Section 1(b), will remain in effect during the renewal term.

2. PROVISION OF TOURISM SERVICES

- a) During the term of this agreement, TK will provide the Tourism Services described in Schedule A.
- b) The City designates TK as its destination marketing service provider and confirms TK's role as provider of Visitor Services for the purposes of TK's Visitor Centre Operating Agreement with Destination BC.

3. TOURISM MASTER PLAN AND DESTINATION MANAGEMENT

In recognition of the shared responsibility for managing the inclusive and responsible growth of the visitor economy, the City and TK have articulated objectives, principles and roles which will guide ongoing collaboration in Destination Management and for the development of a Tourism Master Plan, as set out in Schedule B. These objectives, principles and roles, while non-binding, reflect an intention to manage the impacts of tourism in the community while maximizing the opportunities. Future work on the Tourism Master Plan will build on the foundational

engagement work already completed by Tourism Kelowna in 2019 and in 2021 by Destination BC.

4. MRDT Funds

a) Definitions

In this section:

- 'MRDT funds' are defined as general MRDT revenues received by the City from the Province of British Columbia and specifically do not include MRDT revenues from Online Accommodation Platforms (OAP);
- 'MRDT program' is the Municipal and Regional District Tax program jointly administered by the British Columbia Ministry of Finance, the Ministry of Tourism, Arts and Culture, and Destination British Columbia ('Destination BC').
- 'OAP funds' are defined as MRDT revenues from Online Accommodation Platforms which are received by the City from the Province of British Columbia and retained and used by the City for affordable housing initiatives;
- 'year' means a calendar year from January to December unless otherwise specified.

b) MRDT Funds Administration and Reporting

TK shall:

- i) Administer the MRDT funds on behalf of the City of Kelowna in accordance with [MRDT program plans, principles and requirements](#) as set out by the Province of British Columbia;
- ii) Within the timelines specified by the MRDT program, prepare and review with the City the following documentation to support applications for MRDT renewal or rate changes:
 - Five-Year Strategic Business Plan including Project Plans for each major activity and MRDT budget for Year One
 - Accommodation Directory
 - Evidence of consultation with tourism industry stakeholders
 - Signatures from Accommodation Sector in Support of MRDT
- iii) Prepare the following annual reporting information as required and in the form prescribed by the MRDT program:
 - On or before November 1 of each year, provide to the City's Finance Department a One-Year Tactical Plan for the upcoming year, based on the Five-Year Strategic Business Plan, to enable review and signature of the form by the City's Director of Finance and the City's submission of the form to Destination BC by November 30 of each year.
 - On or before April 1 of each year, provide the following documents to the City's Finance Department to allow review and signature of the form by the City's Director of Finance and City's submission of the form to Destination BC by May 31 of each year:
 - An Annual Performance Report based on the previous calendar year; and
 - A Financial Report based on the previous calendar year, reviewed by TK's external auditors and accompanied by a report on the review from the external auditors.

c) OAP Funds Administration and Reporting

- i) TK acknowledges that the City of Kelowna has elected to receive and retain OAP funds for use in affordable housing initiatives to meet local needs, as permitted by the MRDT Program.
- ii) The City of Kelowna will prepare and submit to Destination BC all required documentation for expenditure of OAP funds for affordable housing including:
 - o By November 30 of each year, an Affordable Housing MRDT Plan; and
 - o By May 31 of each year, an Annual Affordable Housing MRDT Report.

d) Transfer of MRDT funds from the City to TK

- i) Subject to this section, the City will transfer to TK all MRDT funds received by the City from the Province of British Columbia. OAP funds are not included in the transfer.
- ii) Should the information supplied by TK be deemed insufficient to satisfy the MRDT reporting requirements set out in this section, the City reserves the right to request that TK provide their financial records to the City in order to obtain the necessary information and the cost of accessing and providing the information and subsequent reporting will be borne by TK.
- iii) If reporting provided by TK is non-compliant with MRDT program requirements the City may terminate the transfer of MRDT funding to TK until such time as the non-compliance is corrected.

5. ANNUAL OPERATING GRANT

- a) The City of Kelowna will pay to TK during the term of this agreement an annual operating grant of \$344,430. This annual amount will be payable in monthly instalments. The City and TK acknowledge and agree that the grant is provided to support the Society's programs and services which are delivered for a public purpose and the public good as set out in Schedule A.

b) Additional Funds

TK will not seek or request additional operating grant funds from the City, except in accordance with Section 5(c), or in the case of unanticipated exceptional need or emergency the reason for which is to be fully stated. TK is not precluded from applying for other City grants through established programs, provided that it meets program eligibility requirements.

c) Funding Increases Through Annual Budget Process

Through submission of a business case, TK may seek from the City supplemental operating grant funds, in addition to the amount set out in Section 5(a), for the purpose of delivering the Schedule A Tourism Services. The City will consider the business case in support of the supplemental funding request as part of its annual financial planning process for the following year. The City has no obligation to approve the request for supplemental funds and approval of the request is at the discretion of City Council.

6. GOVERNANCE & LIAISON

a) City Appointees to the TK Board of Directors

- i) Pursuant to its *Societies Act* bylaws, TK will appoint two (2) representatives of the City of Kelowna to its Board of Directors as follows:
 - o one member of City Council, as a non-voting member of the Board
 - o the Airport Director of the Kelowna International Airport, as a voting member of the Board
- ii) The City will designate a member of Council, and an alternate member of Council to serve as a non-voting representative on the TK Board.
- iii) TK will not alter the *Societies Act* bylaw provisions requiring appointment of two (2) City representatives to the TK Board of Directors without the City's prior written consent.
- iv) The City's representatives on the TK Board fulfill a liaison role to enhance alignment between City priorities and objectives, and planning and delivery of TK services. Additional liaison, collaboration, communications, and planning and delivery of specific projects or initiatives, occurs between TK staff and City staff from various departments including:
 - o Communications
 - o Active Living & Culture / Sport & Event Services
 - o Active Transportation
 - o Partnership Office
 - o Property Management
 - o Finance

b) Societies Act Requirements

TK represents and warrants that it:

- i) is now and will continue to be a non-profit society and a non-commercial undertaking and that it does not and will not distribute profit to its members;
- ii) will abide by its Constitution, Bylaws and other *Societies Act* (British Columbia) requirements and will hold annual meetings and file annual reports and other documents to be filed with the Registrar of Companies;
- iii) has the power and capacity to enter into and carry out its obligations under this Agreement; and
- iv) has completed all necessary resolutions and other preconditions to the validity of this Agreement.

7. ACKNOWLEDGEMENT OF CITY SUPPORT

TK will acknowledge the facility and/or operating support of the City of Kelowna as set out in Schedule C.

8. ANNUAL REPORTING TO THE CITY

- a) By March 31 of each year of the term, TK will provide to the City an annual report, in the City's prescribed format, which includes (but is not limited to) the following information relating to the prior calendar year.
- Professionally prepared audited annual financial statements, approved by the TK Board of Directors, for the most recent fiscal year end, which includes the Independent Auditors' Report;
 - Current year revenue and expenditure budget, as approved by the TK Board of Directors, with actuals or forecast to March 31;
 - Program/services information, in a form acceptable to City staff which includes:
 - List of Kelowna locations and programs and services
 - Statistical summary of people served by TK in the prior year which may take the form of registration, attendance, visitation, participation, membership or a combination thereof;
 - Highlights of particular achievements and successes in the prior year with a focus on the impact of TK's services in the community/region;
 - Identification of active partnerships or collaborations, and the beneficial outcomes of same;
 - Governance and planning information which includes:
 - A list of Directors
 - An organizational chart indicating key management and staff roles and staffing levels
 - Objectives for the current year
 - A realistic self-assessment, including identification of areas where improvements can be made in the areas of service provision, organization governance and financial oversight, along with strategies and processes to achieve improvements. This may be in the form of a strategic plan, program/service evaluation, or consultant's report and may include information about trends, external threats or other factors which influence TK's planning and outcomes.

9. INSURANCE

In addition to building, workers' compensation, and commercial general liability insurance requirements in Article 7 of the Visitor Centre Ground Lease dated for reference January 24, 2017 between the City as Landlord and TK as Tenant, TK shall, at its expense, throughout the Term obtain and maintain Directors & Officers liability insurance and on request from the City, will provide the City with a Certificate of Insurance for this coverage.

10. DISPUTE RESOLUTION

- a) If a dispute arises out of, or in connection with this agreement, the City and TK will make reasonable efforts to resolve the dispute through discussions.
- b) If the dispute cannot be resolved through discussions, then the following provisions will apply:

- i) Either the City or TK may provide written notice to the other party containing a request to negotiate. This notice will be given promptly to prevent further damages resulting from delay and will specify the issue(s) in dispute.
- ii) Negotiations will occur between representatives of the City and TK.
- iii) All information exchanged during these negotiations will be regarded as 'without prejudice' communications for the purpose of settlement negotiations and will be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations.
- iv) If the parties do not resolve some of all of the issues in dispute within 30 days after notice has been given, or within another period as agreed upon between the parties, then the parties agree to attempt to resolve the dispute through mediation.

11. INDEMNITY

a) TK Indemnity

TK agrees to save harmless, release and indemnify the City against and from all fines, suits, claims, liabilities, damages, costs, expenses, demands and actions of any kind or nature whatsoever for which the City may become liable, suffer or incur by reason of or related to or arising from:

- i) any breach, violation, default or non-performance by TK of any provision of this Agreement;
- ii) any wrongful act, omission or negligence of TK or its directors, officers, employees, agents, contractors, subcontractors or others for whom it is responsible; and
- iii) any death, bodily injury, property damage, property loss, economic loss or other loss or harm suffered by any person, including the City, on or in relation to the services provided by TK.

In this section, references to the City include its elected officials, officers, employees, agents and contractors. This indemnity applies to issues or incidents arising during the term of this Agreement and survives the expiry or earlier termination of this Agreement.

b) City Indemnity

The City agrees to save harmless, release and indemnify TK against and from all fines, suits, claims, liabilities, damages, costs, expenses, demands and actions of any kind or nature whatsoever for which TK may become liable, suffer or incur by reason of or related to or arising from:

- i) any breach, violation, default or non-performance by the City of any provision of this Agreement; and
- ii) any wrongful act, omission or negligence of the City or its officers, employees, agents, contractors, subcontractors or others for whom it is responsible.

In this section, references to TK include its directors, officers, employees, agents and contractors. The indemnity applies to issues or incidents arising during the term of this Agreement and survives the expiry or earlier termination of this Agreement.

12. TERMINATION FOR CAUSE

- a) The City may terminate this Agreement by giving written notice of termination to TK, effective upon delivery of the notice, if:
- TK becomes bankrupt or insolvent;
 - a receiving order is made against TK;
 - an assignment is made for the benefits of TK's creditors;
 - an order is made or resolution passed for the winding up or dissolution of TK; or
 - TK takes the benefit of any enactment relating to bankrupt or insolvent debtors.
- b) Without limiting any other right or remedy available to the City, if the City terminates this Agreement pursuant to Section 12(a), the City may arrange, upon such terms and conditions and in such manner as the City considers appropriate, for performance of any part of the Tourism Services remaining to be completed, and TK is liable to the City for any expenses reasonably and necessarily incurred by the City in engaging another party to deliver the Tourism Services.
- c) The City may set off against, and withhold from amounts due to TK such amounts as the City determines, acting reasonably, are necessary to compensate and reimburse the City for the expenses incurred in engaging another party to deliver the Tourism Services.

13. DISCRETIONARY TERMINATION OF TOURISM SERVICES

- a) Either the City or TK may, in its sole discretion, terminate or suspend all or any part of the Tourism Services in Schedule A upon six (6) months' written notice to the other party.
- b) In the event of termination or suspension of all or any part of the Tourism Services, the City will discontinue monthly operating grant payments to TK until:
- the City and TK agree, through discussion or negotiation pursuant to Section 10, which Tourism Services will still be delivered by TK, and what the City will pay to TK for those services; or
 - the City retains another provider for Tourism Services, in which event Section 12(c) will apply.
- c) Except as provided in this Agreement, neither the City nor TK is entitled to, and each party irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity directly or indirectly arising out of termination or suspension of all, or any part, of the Tourism Services in Schedule A.

14. GENERAL

a) Joint Venture

Nothing in this Agreement makes the City and TK joint venturers or partners and TK has no authority to represent or bind the City in any way.

b) Time is of the Essence

Time is of the essence of this Agreement.

c) Visitor Centre Ground Lease is Paramount

Nothing in this agreement supersedes any provisions in the Visitor Centre Ground Lease dated for reference January 24, 2017 between the City as Landlord and TK as Tenant.

d) Number and Gender

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

e) Use of the Word "Including"

The word "including" when following any general term or statement will not be construed as limiting the general term or statement to the specific matter immediately following the word "including" or to similar matters, and the general term or statement will be construed as referring to all matters that reasonably could fall within the broadest possible scope of the general term or statement.

f) Amendments

The parties acknowledge that during the term of this agreement, revisions or amendments may be necessary to reflect any changes arising from new tax regulation legislation introduced by the Province of British Columbia. In this event, the City will notify TK of proposed changes, and prepare any associated documentation for review and approval by TK, such approval not to be unreasonably withheld.

g) Notices

Except in the case of emergency, when notice may be given by telephone with later confirmation in writing, any notice, request, approval, demand or other communication which is required or permitted in this Agreement shall be in writing and delivered by hand or sent by email transmission addressed as follows:

To the City: Partnership Manager, c/o 1435 Water Street, Kelowna, BC V1Y 1J4

With a copy to: skochan@kelowna.ca

To Tourism Kelowna: CEO, c/o 238 Queensway Avenue, Kelowna BC V1Y 6S4

With a copy to: lisanne@tourismkelowna.com

Any notice delivered by hand is deemed to have been given on the day of delivery.

Any notice sent by email transmission is deemed to have been given on the first day after transmission.

Each party will promptly notify the other party of any change in notification address.

h) City's Powers Unimpaired

Nothing in this Agreement affects the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act*, the *Community Charter* and under all other applicable public and private statutes, bylaws, orders and regulations.

i) Severability

If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

j) No Assignment or Delegation

TK shall not have the right to assign, sub-license, mortgage, pledge or otherwise transfer this Agreement or TK's rights and obligations herein, without the prior written consent of the City. The City is under no obligation to consent and may in its sole discretion withhold consent.

k) Governing Law

This Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement are governed exclusively by, and are to be enforced, construed and interpreted exclusively in accordance with the laws applicable and in force in British Columbia.

IN WITNESS WHEREOF the City and TK have executed this Agreement on the date first above written.

CITY OF KELOWNA)

by its authorized signatories)

)

)

)

_____))

Mayor)

)

)

_____))

City Clerk)

)

TOURISM KELOWNA SOCIETY)

by its authorized signatories)

)

)

)

_____))

Authorized Signatory)

Joseph J. Clohessy, CHA)

)

)

_____))

Authorized Signatory)

)

SCHEDULE A – TOURISM SERVICES TO BE PROVIDED BY TOURISM KELOWNA (TK)

1. Visitor Experience:

- a) Year-round operation of the Visitor Centre ('Visitor Centre') located at 238 Queensway Avenue in Kelowna, in a manner consistent with such standards and good practices as are established by the tourism industry, and consistent with the terms and conditions of the Ground Lease dated for reference January 24, 2017 between the City as Landlord and TK as tenant. TK is responsible for all costs associated with operation and maintenance of this facility.
- b) Year-round operation of the Visitor Information Kiosk at Kelowna International Airport ('Airport Kiosk').
 - TK is responsible for all administration and operational requirements including reporting, recruitment / training / coordination and recognition of staff and volunteers, office supplies, insurance and telecommunication costs.
 - Arrangements for the physical location of the kiosk within the Airport, and associated signage and equipment are at the discretion of Airport management and may be the subject of a separate agreement.
- c) Provision of visitor information at temporary or satellite locations (i.e. Orchard Park Mall, Bernard Avenue) at the discretion of TK;
- d) TK will ensure that all staff and volunteers engaged in fulfilling visitor requests for information at any location have appropriate product knowledge and have received training which is consistent with current provincial standards. The costs of training and product knowledge development will be paid by TK.
- e) Operate as a community hub; providing value for travelers, residents and local businesses.

2. Destination Marketing, Programs and Projects which are:

- a) Aligned with City values and priorities reflected in [Imagine Kelowna](#), [Kelowna 2040: Our Kelowna As We Grow \(Official Community Plan\)](#), and the strategic objectives, roles and principles contained in Schedule B of this agreement;
- b) Consistent with [MRDT program plans, principles and requirements](#) as set out by the Province of British Columbia;
- c) Monitored, measured, and evaluated against defined performance measures.

Destination marketing, programs and projects may include, without limitation:

- **Marketing:** advertising, websites, social media, consumer shows and events, collateral production and distribution, travel media relations, travel trade, consumer-focused asset development (photography, video, written content)
- **Destination Development:** dispersion, research, consultation, engagement, sustainability, diversity, and inclusion.

3. Meetings, Conferences, Sports & Events:

- a) In alignment with the City of Kelowna Event Strategy, the [Major Events Program](#), the [Event Hosting Program](#) and the [Kelowna Community Sport Plan](#), Tourism Kelowna works collaboratively to identify and secure new sports and major events that will generate new economic impact for the area.

**SCHEDULE A – TOURISM SERVICES TO BE PROVIDED BY TOURISM KELOWNA (TK)
(CONT'D)**

- b) Acknowledging that existing events are also of interest to visitors and residents, Tourism Kelowna promotes these events via owned channels, works with City staff to connect event organizers with necessary resources and enhance event experiences, and may create associated activations locally.
- c) Similarly, Tourism Kelowna works collaboratively with local stakeholders to attract, bid on and secure meetings, conferences and other group business events from key markets across North America.

SCHEDULE B – TOURISM MASTER PLAN & DESTINATION MANAGEMENT

B1: OBJECTIVE: DESTINATION MANAGEMENT

Tourism Kelowna and the City of Kelowna recognize that unmanaged tourism growth presents significant risks. They will collaborate to develop proactive strategies which reflect a transition from a traditional tourism promotion model to a long-term, holistic destination management model.

FROM	TO	WHY
Destination marketing	Destination management and marketing	Creating a roadmap for the right kind of tourism growth based on year-round dispersion and quality-over-quantity
Generic destination identity	Kelowna's 'Place DNA'	Collaboratively identifying Kelowna's authentic brand distinguisher, reflecting resident and visitor perspectives on what makes Kelowna unique
Extractive visitation	Regenerative visitation	Sustaining the community's social license to develop and promote tourism, generate benefits beyond economics to include social, culture and environmental wins.
Planning silos	Co-creation of a Tourism Master Plan	Bringing municipal and tourism planning into alignment with improved understanding of results that matter to all stakeholders including the community
Tourists	Temporary locals	Promoting high-quality experiences for 'temporary locals' who respect local culture and act as good neighbours

SCHEDULE B – TOURISM MASTER PLAN & DESTINATION MANAGEMENT (CONT'D)

B2: ROLES

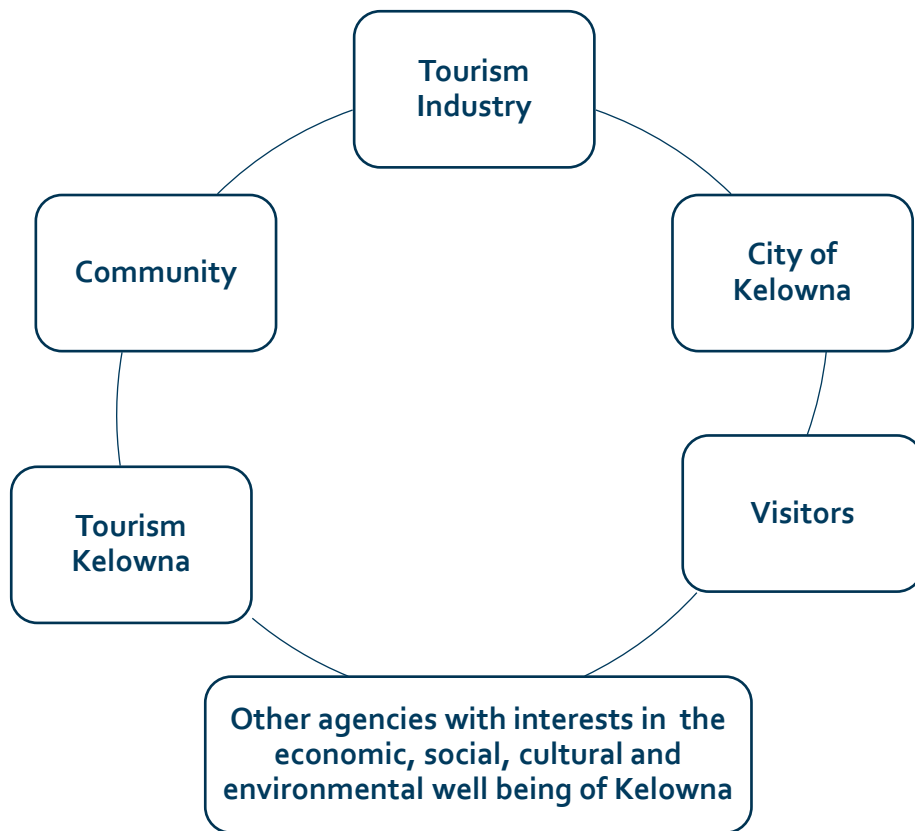
As a destination marketing organization, Tourism Kelowna's traditional role is focused on creating demand. As local government, the City of Kelowna's role is focused on funding, creating and maintaining assets which support visitor and citizen experiences. There is already much collaboration and crossover taking place between the two entities. A transition to a destination management model will increase mutual understanding of roles, objectives, associated impacts, and the inter-dependency between tourism demand, resident sentiment and quality of life.



**SCHEDULE B – TOURISM MASTER PLAN & DESTINATION MANAGEMENT
(CONT'D)**

B3: PRINCIPLES: COLLABORATION, ENGAGEMENT AND ACCOUNTABILITY

Tourism Kelowna and the City of Kelowna recognize that their respective roles function within a broader ecosystem which requires multiple levels of collaboration, engagement and accountability to create and sustain success. They will strive for an inclusive, holistic approach in development of smart destination management plans and strategies.



SCHEDULE C – ACKNOWLEDGEMENT OF CITY SUPPORT

TK will acknowledge the facility and/or operating support of the City of Kelowna as follows:

1. Visitor Centre land contribution:

The City's land contribution for the Visitor Centre will be acknowledged in the form of an external plaque or signage as determined and produced by the City. All costs associated with production and placement of external recognition signage is to be incurred by the City.

2. Operating grant contribution:

Financial contributions from the City funding TK operational needs should be recognized at a consistent level with all other major funding contributors on TK's primary website as well as principal collateral such as annual reports, presentations, bulletins and printed visitor guides.

Example: Tourism Kelowna gratefully acknowledges the financial assistance of the City of Kelowna.

3. Project, program and event contributions:

Financial or in-kind contributions from the City for specific programs or projects, including events for which the City and TK have collaborated in a bidding process, should be recognized at a consistent level with all other project or program funding contributors. This includes City recognition on any materials that are exclusively or primarily produced because of the funding or support that the City provides.

Example: This program/project/event is made possible with support from the City of Kelowna.