

FESTIVALS KELOWNA SERVICE AGREEMENT

This Agreement dated for reference the 1ST day of January, 2023

BETWEEN:

THE CITY OF KELOWNA, a local government incorporated pursuant to the *Community Charter*, and having a business address of 1435 Water Street, Kelowna, BC V1Y 6N2

(the "City")

AND:

FESTIVALS AND SPECIAL EVENTS DEVELOPMENT SOCIETY OF KELOWNA, a society incorporated pursuant to the *Society Act* under No. S-0051821, and having a business address of 100-1680 Water Street, Kelowna, BC, V1Y 8T8, and operating under the name "Festivals Kelowna"

("Festivals Kelowna")

WHEREAS:

Festivals Kelowna is a non-profit society incorporated in 2007 which has a mandate to produce and manage various programs in parks and public spaces and provide live entertainment and arts-based activities for the benefit of the citizens of Kelowna; and

The City of Kelowna wishes to procure various services from Festivals Kelowna;

NOW THEREFORE, this Agreement is evidence that in consideration of the payments to be made to Festivals Kelowna by the City, and the mutual promises and agreements set out herein (the sufficiency of which are hereby acknowledged by the parties), the parties agree as follows:

PART ONE – TERM

1. Term

The term of this Agreement is for three (3) years, commencing on January 1, 2023, and ending December 31, 2025, subject to earlier termination or extension in accordance with this Agreement (the "Term").

EXTENSION TERM: This Contract has the option, in favour of the City, to extend the same terms and conditions for two (2) additional one (1) year terms. The first of these terms would start January 1, 2026 and end December 31, 2026 and the second of these terms would start January 1, 2027 and end December 31, 2027.

2. Previous Agreements

This Agreement replaces any and all previous agreements, whether written or not, between the City and Festivals Kelowna and the parties agree that any and all previous agreements shall be terminated and be of no further force and effect as of December 31, 2022.

PART TWO - DELIVERY OF PROGRAMS

3. Provision of Programs and Services

During the Term of this agreement, Festivals Kelowna will produce and manage the programs (the 'programs') of live entertainment, cultural events, and arts-based activities outlined in Schedule B which is attached to and forms part of this Agreement.

4. Activities

Activities not reflected in the approved annual program plan (Schedule B) may be undertaken by Festivals Kelowna as an independent organization at its discretion provided that such activities do not compromise or undermine the programs, objectives and standards set out in Schedule B or otherwise conflict with the terms of this Agreement.

5. Use of Parks Alive! Name

The parties agree that the name Parks Alive! is exclusively owned by the City of Kelowna and cannot be used by or under the authority of Festivals Kelowna in conjunction with any programs, services or activities outside the City of Kelowna, nor for any purpose other than the programs provided for in this Agreement, without the express prior approval of the City.

6. Trademarks

The City grants to Festivals Kelowna a non-exclusive license, for the Term of this Agreement, to use the trademarks, trade names, logos, or other identification marks of the City for the sole purpose of allowing Festivals Kelowna to fulfill its obligations under this Agreement, and to provide recognition of the funding support provided by the City of Kelowna.

The license granted to Festivals Kelowna for the purpose of fulfilling its obligations under this Agreement shall not be transferable in whole or in part.

Festivals Kelowna's use of any trademarks, trade names, logos, or other identification marks of the City in accordance with this Agreement will only be in a manner directed by City. The City shall have the right to examine and to approve or disapprove in advance of the contents and appearance of any advertising or promotional materials proposed to be used by Contractor which incorporate such trademark, trade names, logos, or other identification marks.

Upon the expiration or the termination of this Agreement for any reason, Festivals Kelowna shall immediately and permanently discontinue the use of all trademarks, trade names, logos or other identification marks and any Confidential Information which was used in the supply of the products or to which Festivals Kelowna has otherwise gained possession pursuant to this Agreement.

PART THREE – USE OF CITY PARKS

7. No charge for Park rentals

Festivals Kelowna may book space at no charge in City parks for the purpose of Parks Alive! programs, subject to approval by the Event Services Department.

If Festivals Kelowna books space in any City park or facility for a purpose other than Parks Alive! programs described in this Agreement, normal charges will apply unless the City specifically agrees to other arrangements.

8. Event and related permits

Festivals Kelowna will comply with all processes and procedures required by the City of Kelowna Event Services Department relating to use of City Parks, including scheduling, approvals, licenses, electrical and other permits, and insurance, as well as host liquor liability endorsements for events at which alcohol is available.

9. Rentals are non-exclusive

Except for Parks Alive!, Canada Day, and New York New Years Eve events, Festivals Kelowna’s scheduled rentals of any City park are non-exclusive and will be subject to change at the request of the Event Services Department.

10. Issuance of permits and licenses by Festivals Kelowna

Festivals Kelowna staff, once the necessary City approvals and permits are in place, may issue any additional required permits and licenses to performers, vendors, etc. in accordance with their program guidelines as set out in Schedule B.

PART FOUR - FINANCING, REPORTING AND OBLIGATIONS

11. Fiscal responsibility

Festivals Kelowna will operate and provide the programs in a fiscally responsible manner.

12. Annual reporting

By the end of January of each year, Festivals Kelowna will provide to the City an annual report, (the “Annual Report”) in the City’s prescribed format, which includes, but is not limited to, the following information relating to the prior calendar year:

- (a) Professionally prepared and reviewed annual financial statements, approved by the Society’s Board of Directors, for the most recent fiscal year end. Note, annual review must be completed by an independent, reputable provider as approved by the City of Kelowna. Audited financial statements may be required at the City’s request.
- (b) Current year operating and capital budget, as approved by the Society’s Board of Directors, with actuals or forecast to December 31st.
- (c) Evaluation of programs, in a form acceptable to the City, which;
 - Provides reliable measurement of public attendance and participation in the programs.
 - Provides reliable measurements of artist / artisan participation in the programs, such as number of new artists, returning artists, genre, and variety.
 - Reflects both positive and critical feedback from artists, the public and sponsors/partners regarding the programs.
 - Documents particular successes and achievements.
 - Accurately documents budgeted and actual revenues and expenditures for Festivals Kelowna programs.

- Provides qualitative information on the community impact of programs.
- (d) Governance and planning information, which includes:
- A list of the Society’s directors;
 - An organizational chart indicating key management and staff roles and staffing levels;
 - Objectives for the current calendar year; and
 - A realistic self-assessment, including identification of areas where improvements can be made in the areas of programming, organization governance, and financial oversight, along with strategies and processes to achieve improvements.
- (e) Any other information as required

City staff may, in response to the content of this report, make specific recommendations and requests to be fulfilled by Festivals Kelowna within a reasonable period. Failure by Festivals Kelowna to address any specific recommendations and requests within the specified timeline will be cause for termination of this agreement at the discretion of the City and the provisions of paragraph 16 will apply.

13. Payment by the City

Administered through the City’s Event Services budget, the City of Kelowna will pay to Festivals Kelowna, during the Term of this agreement, an annual amount of \$256,000 as a service fee for the delivery of the programs. This annual amount will be adjusted annually starting January 1, 2024, by the BC CPI Annual average for the prior calendar year to a maximum 5% annually. In any calendar year, should the CPI be a negative, no adjustment will occur. The annual amount will be payable in four installments on or before January 15, April 15, July 15, and October 15 of each year. In addition, the City will pay \$14,000 annually for facility rent at Prospera Place on Canada Day.

14. Alteration of instalment amounts and timing

The City may, upon 30 days notice to Festivals Kelowna, alter the instalment amounts and timing if the City determines that Festivals Kelowna is not fulfilling the programs, objectives or standards set out in Schedule B. In the event that such notice is given, the City will specify its concerns and provide a reasonable period within which Festivals Kelowna must address those concerns.

If, within the time specified, the City is satisfied that its concerns have been addressed, the instalment amounts, and timing described in paragraph 13 may at the City’s sole discretion be reinstated as described in this agreement or otherwise adjusted on a continuing basis.

If the City determines that its concerns have not been adequately addressed within the specified time, then the provisions of paragraph 16 will apply.

15. Insurance Requirements

Festivals Kelowna shall procure and maintain during the Term, at its own expense and cost, the insurance policies listed in Schedule A of this Lease. For clarity, the insurance requirements set out in Schedule A are minimum requirements and are not to be interpreted in a manner that limits Festivals Kelowna’s obligations under this Agreement. Festivals Kelowna shall be

responsible for obtaining and maintaining such additional insurance as would a prudent tenant, having similar obligations to those of Festivals Kelowna under the terms of this Agreement. Further, all insurance policies held pursuant to this Agreement shall contain an undertaking by the insurer to notify the City in writing not less than thirty (30) days before any material change, cancellation, or termination.

PART FIVE - DEFAULT

16. a) The City may, subject to the provisions of paragraph 19 below, by written notice of default to Festivals Kelowna terminate the whole or any part of this contract in any one of the following circumstances:
- i) if Festivals Kelowna fails to perform the services within the time specified herein or any extension thereof; or
 - ii) if Festivals Kelowna fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of ten (10) days, or such longer period as the City may authorize in writing, after receipt of notice from the City specifying any such failure.
 - iii) if Festivals Kelowna becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors.
- b) In the event the City terminates this contract in whole or in part as provided in paragraph 16a above, the City may procure, upon such terms and in such manner as the City Purchasing Agent may deem appropriate, supplies or services similar to those terminated, and Festivals Kelowna shall be liable to the City of any excess costs for such similar supplies or services, provided that Festivals Kelowna shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- c) Festivals Kelowna shall not be liable for any excess costs if any failure to perform the contract arises by reason of strikes, lockouts, acts of God or of the public enemy, acts of the City or fires or floods, due to any of such causes unless the City Purchasing Agent shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit Festivals Kelowna to meet the required delivery schedule.
17. **Repayment of Funds**
Upon the expiry of this Agreement or in the event this Agreement is terminated for any reason, or if Festivals Kelowna ceases to be a legal entity, any funds paid by the City to Festivals Kelowna pursuant to this agreement and remaining on hand in any account of any type under the name of Festivals Kelowna after payment of legitimate expenses confirmed by an external financial review, will be returned to the City immediately.

PART SIX - GENERAL PROVISIONS

18. Society Act Requirements

Festivals Kelowna will at all times during the Term fulfill all its obligations under the *Society Act* in order to maintain Festivals Kelowna in good standing, and it will not amend its Constitution or Bylaws without the express written consent of the City.

19. Notice

Any notice given under this Agreement must be in writing and may be delivered by hand or sent by prepaid registered or express mail and, if so mailed, shall be deemed to have been given five (5) days following the date upon which it was mailed, and if delivered by hand or sent by prepaid registered or express mail, shall be deemed to have been given on the day of delivery.

Addresses for notice:

- to the City: Attention Event Development Supervisor, at the address above
- to Festivals Kelowna: Attention Executive Director, at the address above

Either party may at any time give notice in writing to the other of any change of address for the purposes of notice pursuant to this paragraph.

20. Agreement for Services

This is an agreement for the performance of services and Festivals Kelowna is engaged under this Agreement as an independent contractor for the sole purpose of providing those services. Neither Festivals Kelowna nor any of its employees or contractors is engaged by the City as an employee or agent of the City. This Agreement does not create a joint venture or partnership and Festivals Kelowna has no authority to bind the City in any way.

21. Review Process

If Festivals Kelowna determines that a decision made by City staff regarding the interpretation or application of this Agreement requires review, it may submit to the Director of Active Living & Culture, or designate, a written request for review, fully stating the facts and reasons in support of the request. Upon review, the decision of the Director, or designate, will be final.

22. Permits and Licenses

Festivals Kelowna, their employees, agents, and vehicles shall have and maintain valid permits and licenses as required by law for the execution of services related to this agreement.

Festivals Kelowna shall conform to all federal, provincial, and city acts and regulations that may apply to the operation of this contract. Festivals Kelowna is required to obtain and pay for all necessary permits, licenses, and inspection fees.

Upon request by the City, certified copies of required permits/licenses will be made available by Festivals Kelowna.

23. Criminal Records Review

The services shall be performed by Festivals Kelowna and by any other employee, agent, subcontractor or representative of Festivals Kelowna (collectively, the "Contractor's Representatives"). When hiring Contractor's Representatives, Festivals Kelowna shall adhere to

the Criminal Records Review Act, where applicable, and require all Contractor's Representatives to submit to a criminal records review. Festivals Kelowna shall not allow anyone who has a criminal record for an offence of consequence, as determined at the sole discretion of the City, to perform those Services for the City.

24. Assignment

No part of this Agreement may be assigned or subcontracted by Festivals Kelowna without the prior written consent of the City

25. Severance

If any part of this Agreement is held to be invalid by a court of competent jurisdiction, that part is to be considered to have been severed from the rest of this Agreement and the decision that it is severed does not affect the validity of the remainder of this Agreement.

26. Binding on Successors

This Agreement ensures to the benefit or and is binding upon the parties and their respective successors, subcontractors, trustees, and administrators, despite any rule of law or equity to the contrary.

27. Entire Agreement

This Agreement is the entire Agreement between the parties, and it terminates and supersedes all previous communications, representations, warranties, covenants, and agreements, whether verbal or written, between the parties with respect to the subject matter of the Agreement.

28. Governing Law

This Agreement is governed by the law of British Columbia.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed this Agreement on the dates indicated:

THE CITY OF KELOWNA, by its authorized)
signatories:)
)
)
)
)
_____)
Sport & Event Services Manager)
Doug Nicholas)
)
)
_____)
Event Development Supervisor)
Chris Babcock)

Date:

FESTIVALS AND SPECIAL EVENTS)
DEVELOPMENT SOCIETY OF KELOWNA by)
its authorized signatories:)
)
_____)
Director)
)
_____)
Executive Director, Renata Mills)
)
Date:)

SCHEDULE A – INSURANCE REQUIREMENTS

Insurance

At a minimum, Festivals Kelowna shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

Comprehensive General Liability Insurance including the following terms:

- Providing for an inclusive limit of not less than five million dollars (\$2,000,000.00) for each occurrence or accident;
- providing for all sums which Festivals Kelowna shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting there from) sustained by any person or persons, or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to this Agreement, services and/or occupancy under this Agreement, or any operations carried out in connection with this Agreement;
- coverage for Products/Completed Operations, Blanket Contractual, Contractor’s Protective, Personal Injury, Contingent Employer’s Liability, Broad Form Property Damage, and Non-Owned Automobile Liability; and
- a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgement made against any other Insured.

Automobile liability insurance covering all motor vehicles, owned, operated and used or to be used by Festivals Kelowna directly or indirectly in the performance of the Work or Services. The Limit of Liability shall not be less than \$2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

“All Risks Insurance” for loss of or damage to all Contractor’s equipment, owned, leased, or for which Contractor may otherwise be responsible and used or to be used in the performance of the Work. This insurance shall be for an amount not less than the replacement cost value of the equipment. In the event of loss or damage, Contractor shall if so requested by the City, forthwith replace such lost or damaged equipment. Such “All Risks Insurance” shall be endorsed to waive all rights of subrogation against the City.

The City Named as Additional Insured

The policies required above shall provide that the City is named as an "Additional Insured" thereunder and that said policies are primary, without any right of contribution from any insurance otherwise maintained by the City.

Society’s Sub-contractors

Festivals Kelowna shall require each of its sub-contractors to provide comparable insurance set forth above.

Certificates of Insurance

Festivals Kelowna agrees to submit certificates of insurance for itself and all of its sub-contractors to the City prior to the commencement of this Agreement. Such certificates shall provide that 30 days written notice shall be given to the City prior to any material changes or cancellations of any such policy or policies. No review or approval of any insurance certificate or insurance policy by the City derogates from or diminishes the City’s rights under this Agreement.

Other Insurance

After reviewing Festivals Kelowna’s Certificates of Insurance, the City may require other insurance or alterations to any applicable insurance policies in force during the period of this contract and will give notifications of such requirement. Where other insurances or alterations to any insurance policies in force are required by the City and result in increased insurance premium, such increased premium shall be at Festivals Kelowna’s expense.

Additional Insurance

Festivals Kelowna may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City. Festivals Kelowna shall ensure that all of its sub-contractors are informed of and comply with the City’s requirements set out in this agreement.

Insurance Companies

All insurance, which Festivals Kelowna is required to obtain with respect to this Agreement, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of British Columbia.

Failure to Provide

If Festivals Kelowna fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to effect and maintain such insurance in the name and at the expense of Festivals Kelowna, and Festivals Kelowna shall repay any and all costs expended by the City within twenty-one (21) days of receipt of an invoice. For clarity, the City has no obligation to obtain any insurance required to be maintained by Festivals Kelowna under this Agreement.

Non-Payment of Losses

The failure or refusal to pay losses by any insurance company providing insurance on behalf of Festivals Kelowna or any sub-contractor shall not be held to waive or release Festivals Kelowna or sub-contractor from any of the provisions of the Insurance Requirements or this Agreement with respect to the liability of Festivals Kelowna otherwise. Any insurance deductible maintained by Festivals Kelowna or any sub-contractor under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from Festivals Kelowna.

Worksafe BC

Festivals Kelowna and any approved Sub-contractors must:

- (a) be registered with Worksafe BC,
- (b) comply with all conditions and safety regulations of WorkSafe BC,
- (c) be in good standing with WorkSafeBC.
- (d) maintain WorkSafe BC coverage for the duration of the Contract.

Prior to receiving any payment, Festivals Kelowna may be required to submit a WorkSafe BC Clearance Letter indicating that all WorkSafe BC assessments have been paid.

INDEMNITY BETWEEN THE PARTIES

Festivals Kelowna as an independent contractor shall be liable for all loss, costs, damages and expenses whatsoever incurred. The Society must save harmless, release and indemnify the City and its elected and appointed officials, officers, employees, agents, successors, and assigns, from any and all liabilities, actions damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal fees, costs, charges, and expenses whatsoever) in any way directly or indirectly arising from the occupation, use, activities, or actions of the Society, or any act or omission of the Society. The obligations of the Society shall survive the expiry or earlier termination of this Agreement.

1. SCHEDULE A-1

CERTIFICATE OF INSURANCE

This Certificate is issued to: The City of Kelowna
 1435 Water Street
 Kelowna, BC V1Y 1J4

Insured

Name:	
Address:	

Broker

Name:	
Address:	

Location and nature of operation or contract to which this Certificate applies:

10917 Festivals Kelowna- Events Provider (various locations)
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Type of Insurance	Company & Policy Number	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
Section 1 Comprehensive General Liability including: <ul style="list-style-type: none"> • Products/Completed Operations; • Blanket Contractual; • Contractor’s Protective; • Personal Injury; • Contingent Employer’s Liability; • Broad Form Property Damage; • Non-Owned Automobile; • Cross Liability Clause. 				Bodily Injury and Property Damage \$ 2,000,000 Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability	Provide ICBC APV47 forms			Bodily Injury and Property Damage \$ 2,000,000 Inclusive

It is understood and agreed that the policy/policies noted above shall contain amendments to reflect the following:

1. **Any Deductible or Reimbursement Clause contained in the policy shall not apply to the City of Kelowna and shall be the sole responsibility of the Insured named above.**
2. **The City of Kelowna is named as an Additional Insured (Section 1 only).**
3. **30 days prior written notice of material change and/or cancellation will be given to the City of Kelowna.**

_____ Title _____ Company (Insurer or Broker)

_____ Date _____

Signature of Authorized Signatory

SCHEDULE B

Schedule B: Program Plan



FestivalsKelowna

Festivals Kelowna 2023 Program Plan

Introduction

Following discussions with the City of Kelowna, industry peers, and the Festivals Kelowna staff and Board, we believe the event landscape in 2023 will continue to evolve as we move through the tremendous negative impacts COVID had on the festivals and events industry. From reduced festival and event programs to outright cancellations in 2022, the resulting impact included loss of employees from the industry as they sought new, more stable employment opportunities, reduction in capacity or closure of event supplier businesses, loss of visual and performing artists as they also sought more stable employment opportunities and diminishing in-person audiences due to a lingering concern over infection from new strains of COVID or other diseases.

In 2022 Festivals Kelowna took a cautious approach to our Program Plan given the anticipated slow recovery of the events industry that we understand could take at least three to five years. We acknowledged that there was a tremendous desire for the events community to return to producing festivals and events, and this would be supported by a willingness by governments to fund activity as a way to get economies flowing again. However, we recognized that the availability and affordability of suppliers (fencing, washrooms, production), performing artists, and event staff would be unclear during the recovery phase, and we were hopeful that audiences would return in strong numbers after two years of not being able to attend live concerts and other events.

As we plan for 2023 and beyond, we do so with the understanding that the festival and event industry is still in transition. For example, in 2022 while some of our events had strong attendance, others saw softer than expected numbers. We observed that the public continued to be cautious about returning to large community gatherings. As well, because some event producers embraced online elements to their live events, the public found new ways to consume live event experiences other than attending in person and so some made choices to remain at home. We also experienced the impact of significant rising costs from suppliers in 2022 as they faced the challenges of both staffing shortages and the need to increase their wages significantly to attract new staff, higher transportation costs from rising fuel prices, and suppliers limited capacity resulting in them charging more to service fewer events in order to maintain their revenues. Finally, we observed an increasing shift in the kind of content audiences sought out. People were/are looking for unique experiences, smaller but more impactful events, and activities that reflect social issues such as climate change, inclusion and diversity, and the acknowledgement of Indigenous rights and Reconciliation.

Plan for 2023

Our Programming Plan for 2023 reflects a continued evolution of our events and programs as we move through the post- COVID period. It represents a continuation of most of our historical core programs, as well as modifications to these programs resulting from conversations with our key stakeholder, the City of Kelowna, who have focused their own efforts on “quality over quantity” and have asked their

partners, such as Festivals Kelowna, to do the same when considering future program plans. Not only does this approach encourage creativity and innovation, it recognizes the need to be adaptable and resourceful in the face of challenges such as rising costs and a tight labour market, requiring organizations to be creative with their limited resources, be they financial or human. This approach also requires organizations to embrace opportunities for improvement.

Acknowledging the City of Kelowna’s intention to create impact for the community they serve, our 2023 Program Plan reflects an alignment with the City’s vision document, “Imagine Kelowna”, key outcomes:

- 1. Responsible
- 2. Connected
- 3. Collaborative
- 4. Smarter

Through the lens of festivals and events, Festivals Kelowna will align with the Imagine Kelowna principles as follows:

1. Responsible

- “Grow vibrant urban centres and limit sprawl” – We will program events and activities throughout the community so that residents don’t have to always drive elsewhere to experience our events. By programming activities near to where residents live or work, they can access our events using non-driving options
 - Pianos in Parks pianos will be placed in Downtown, Rutland, and Pandosy Town Centres, as well as the Memorial Park Cemetery in Glenmore
 - Parks Alive! concerts will be held in neighborhood parks throughout Kelowna
 - Festivals Kelowna will participate as a member of the Kelowna Made Festival organizing committee and help develop concepts to bring the festival to multiple locations throughout Kelowna

2. Connected

The Festivals Kelowna Vision is to “Connect our Community through festival and events”, thus closely aligning with this Imagine Kelowna principle the most.

- “Create Great Public Spaces” – We will animate public spaces through multiple arts-based, community- focused activities and events that will bring people together and encourage our citizens to connect
 - Parks Alive! concerts will continue to feature diverse and dynamic content to attract audiences of all ages and appeal to a wide range of interests where neighbours can connect over shared enjoyment of cultural experiences
 - Pianos in Parks will provide interactive musical opportunities through local visual artist decorated pianos that also function as public art
 - Kelowna Buskers Program will shift to a Busker focused event concept vs a permitted daily program to enhance public spaces during the summer months and align with the Meet Me on Bernard initiative

- New York New Years, Arts on the Avenue, and Celebrate Canada Day- Kelowna will animate outdoor parks and public spaces through live music and interactive experiences in multiple outdoor public spaces

- “Provide opportunities for all” – We will continue to provide social and recreational opportunities by presenting content that will hold appeal for a diversity of ages and interests. We will work with artists of all experience levels, styles, age, and gender, and we will provide access to the arts for all citizens regardless of their socio-economic status, age, or geographic location.
 - Parks Alive!, Canada Day, and New York New Years will continue to make room on its stages for all styles and abilities of performing artists
 - Celebrate Canada Day will explore continued diversity and cross-cultural sharing through our programming
 - Arts on the Avenue will continue to provide space for emerging visual artists and will connect with the visual arts community to explore artist development opportunities
 - Kelowna Buskers will welcome a diversity of performance styles
 - Pianos in Parks will continue to provide access to a public piano for everyone
 - Events and activities will be held in locations that consider access for citizens with diverse abilities

- “Cultivate an engaging arts and culture scene” – We will continue to contribute to our local arts and culture industry by presenting multiple arts-based events and programs throughout the year and through partnerships and collaborations with other members of the Kelowna arts and culture community as a way to leverage limited resources for greater impact.
 - Festivals Kelowna will
 1. participate in and support local cultural industry initiatives through volunteerism and investment of resources and knowledge (i.e. Breakout West, Central Okanagan Live Music Strategy, etc.)
 2. connect with local performing artists for participation in the new Kelowna Made Festival and assist with the coordination of performance activities at the festival

 - Celebrate Canada Day will
 1. continue to provide opportunities for performing and visual artists from our ethnic communities to represent their culture via artisan markets and stage performances
 2. work with local ethnic communities to explore new and different ways to celebrate their heritage at the event
 3. explore ways to re-engage Kelowna’s arts and heritage organizations in the storytelling of our National culture

 - Parks Alive! will

1. continue to feature a range of artists, from the amateur and developing to the professional and established
 2. collaborate with local arts organizations to feature new and unique art forms on our stages in order to increase profile and build appreciation for the arts, as well as maximize impact through shared resources
 3. produce and present multiple live cultural performances that will hold broad appeal and attract audiences of all ages
 4. explore content that will appeal to and attract a younger adult demographic
 5. invest in the local artist community by continuing to commit to hiring 80% of our performers from the Central Okanagan.
 6. Invest in the next generation of performing artists by providing paid opportunities for developing performers on our stages
- Kelowna Buskers will
 1. seek out and welcome a diversity of performance styles
 2. generate appreciation for the uniqueness of "street style" performances through presentation of new curated, Busker-focused events
 - Arts on the Avenue will
 1. increase the number of Arts on the Avenue events as a way to contribute to the animation of the Meet Me on Bernard Initiative
 2. explore collaboration, partnerships, or amalgamations with other local visual art markets that will reduce competing interests and lead to an increase in quality and longer term program viability
 3. connect with local arts organizations to increase the profile of visual arts in our community through information displays, art engagement experiences, and visual art displays
 - Pianos in Parks will
 1. continue to provide opportunities for local visual artists to showcase their art in high profile, accessible, public spaces by painting a piano in their distinctive style
 2. provide opportunities for musicians to continue developing their skills via access to instruments they may not otherwise have available to them
 - New York New Years will
 1. continue to hire local and touring, high calibre, performing artists across multiple musical genres that will hold broad appeal and help build upon appreciation for live musical
 2. provide opportunities for local developing artists to learn from established performers by performing on the same stage

3 Collaborative

- "Nurture entrepreneurship" – We will support entrepreneurship by

- providing multiple opportunities for visual artists to participate in our events as vendors for a reasonable fee
 - hiring visual artists in a paid capacity that allows them to grow their business by showcasing their work to new audiences, while also enhancing the content of our events
 - prioritizing local event industry suppliers to provide services for our events and programs to help ensure there are service providers in the future
 - hiring performing artists in a paid capacity at market-driven rates to support their development and increase their ability to live and work in Kelowna
 - creating positive performance experiences by working with professional arts industry staff and production personnel
 - maintaining a database of performing artists that helps generate additional bookings for artists through our recommendations to other venues, programs, and events
 - sharing our knowledge and expertise by participating in festival and event industry forums and workshops, and sitting on advisory committees that aim to develop the cultural industry and our local business community
-
- encouraging creative collaborations that will enhance our event and program content and invest in developing arts and cultural businesses to meet the challenges of the future
-
- “Build a fair and equitable community” – We will continue to prioritize access for the community to our arts and cultural events, programs, and experiences by
 - continuing to provide free admission to our events so that financial capacity is not a limiting factor in community participation
 - curating content that holds appeal for a wide range of interests and ages and that reflects the diversity of our community
 - bringing events and activities to parks and public spaces throughout our community so mobility is not a limiting factor in community participation
 - being open to new ideas and continuing to welcome collaboration with partners that may not have knowledge, resources, or capacity yet have a terrific concept that could create impact and positive experiences
 - using processes that encourage both developing and established artists to participate
 - providing access to our events and programs to a diversity of participants with varying experience and skill levels
 - procuring suppliers to support our activities in a transparent manner
 - continuing to act as a resource for the festivals and events community

4 Smarter

- “Build healthy neighborhoods for all” – We will continue to produce and present festivals and events that support a variety of household income levels and life stages by
 - offering programming that appeals to a variety of interests
 - presenting artists that have multi-generational appeal

- holding events in different neighbourhoods throughout our community
- exploring new partnerships and collaborations that will lead to new events and activities in non- traditional outdoor public spaces

Embracing the Imagine Kelowna Vision tenant of “encouraging curiosity and creativity to respond and adapt to change” reinforces the model Festivals Kelowna uses to develop and deliver our programs and events. We have the ability to adapt quickly when a change of plans is needed. Looking ahead, we will continue to evaluate our plans against factors like funding levels, internal staff resources, supplier capacity and availability, vendor interest, artist interest and availability, and a desire by the general public to continue attending and supporting festivals and events.

Program Plan

1) Celebrate Canada Day-Kelowna

Following discussions with City of Kelowna and the FK Board, our plan for 2023 will:

- explore different ways to reflect the multicultural diversity of Canada and its provinces
 - include program content that is Canada-focused over Kelowna-focused
 - highlight the most popular elements of our prior celebrations including fireworks, live performances, Canada Day ceremonies and messages from dignitaries, interactive displays, and the giant birthday cake
 - extend human and financial resources by using fewer venues and refocusing resources toward key activity areas with the most impact
 - maximize use of Waterfront Park and adjacent public spaces vs multiple venues further south into downtown
 - considers a transition of user group activities from Prospera Place to outside park or public spaces
- Date:
 - 2023 festival will be held on July 1st, its 22nd year in existence and its 17th year under the management of Festivals Kelowna (2020 & 2021 were not held due to COVID)
 - Time:
 - The festival will be held from 10:00 a.m. until 10:30 p.m.
 - The annual fireworks display will commence 30 minutes earlier than historically held in order to encourage and support dispersal of large crowds in the downtown core before midnight
 - Festival location(s):
 - centered in Waterfront Park complemented by the use of Jim Stuart Park
 - NEW - pending discussions with our partner groups, the Folk Fest Society and Kelowna City Band, use of Prospera Place may be discontinued if one or both of the groups transition to outdoor spaces
 - Site layout will consider historically large attendance to avoid congestion
 - Components of the festival are expected to include:

- Live Entertainment - performances will be held on 4 outdoor stages - Parks Alive! Power Stage (Island Stage), Beach Stage (Tugboat beach), Family Stage (Pioneer Gardens) and potential use of Jim Stuart Park stage by Folk Fest and Kelowna City Band
- Multicultural or Provincial Showcase – NEW for 2023, this area will include displays and information by ethnic communities to reflect and showcase their culture and heritage OR a collection of representative elements reflecting the culture, history, and people of Canada’s provinces (Pioneer Gardens/Harmony Bridge)
- Happy Birthday Canada cake – A giant birthday cake located at the Folk Fest celebrations; a partnership between Folk Fest and Festivals Kelowna (JS Park – TBC)
- Canada Day Ceremonies – The official welcoming ceremonies for the annual Canada Day festival; produced by Folk Fest with support from Festivals Kelowna (JS Park – TBC)
- Folk Fest – An annual showcase of food and cultural performances by local ethnic member groups of the Kelowna Folk Festival Society held from 10:00 a.m. to 4:00 p.m.; produced by the Folk Fest society and co- promoted by Festivals Kelowna. (JS Park – TBC)
- Kelowna City Band Concert – A free large band performance from 7:30 to 9:30 p.m.; produced by the Kelowna City Band and co-promoted by Festivals Kelowna (JS Park – TBC)
- Taste of Canada Food Fair – a multicultural taste of Canada, featuring 17-20 food vendors (Concession Plaza)
- Kids Zone – an interactive area for children featuring live performances and activity stations; Activities provided through a combination of local volunteer organizations and hired service providers (i.e. petting zoo, drop-in workshops); goal of 25-30 stations (Pioneer Gardens)
- Community Showcase – A display of local non-profit groups and associations showcasing their contributions to our community; goal of 20 participant groups (Harmony Bridge area)
- Made in Canada Marketplace - a market of handcrafted arts & crafts created in Canada by local, regional, and Western Canadian visual artists; goal of 25 artists (Rhapsody Plaza)
- Canada Day Bazaar – a showcase of products and services from local small and home-based businesses; goal of 15 vendors (Tugboat Beach area)
- Fireworks Display - pyrotechnic display at 10:00 pm; produced by FK (Tugboat Bay)

2) Parks Alive!

Parks Alive! remains an integral part of the annual summer experience in Kelowna for both its citizens and visitors, a “civic asset”. Since the program's inception in 1997 it has responded to changes in community interest and need by creating new events, adding new locations, and expanding content.

Parks Alive! shows will continue to:

- create high calibre, accessible, and engaging entertainment experiences that our citizens feel a sense of "ownership" and pride in
- help neighbors connect
- appeal to a wide range of interests and ages
- offer a diversity of content including musical performances, dance, spoken word and theatre

Date(s):

- 2023 will be the 25th year of Parks Alive!
- 38 events will be held between Tuesday, July 4th through to Saturday, August 26th
- Events will be held 5 days a week, running Tuesday through Saturday

Location(s):

- Pending finalization of the event schedule in early 2023, up to 18 different parks and public spaces located in neighborhoods all over the community will be used
- In collaboration with the DKA, City of Kelowna and Tourism Kelowna, events will be scheduled in coordination with the Bernard Avenue "Meet Me on Bernard" initiative

Programming will include:

1. Community Music Tuesdays on Bernard Avenue and in Community Parks

- This "rotating series" brings events to smaller community parks throughout the City. We will also present concerts on Bernard Avenue in collaboration with MMOB
- Events will be held from 6:30 to 8:30 pm Tuesday nights during July and August
- Will feature solo artists or smaller bands with limited production requirements suitable for a more intimate performance setting
- Entertainment will be complemented by recreation-based programming when appropriate and additional onsite programming when available (i.e. drop-in craft workshops hosted by local community or service groups, partnerships with Park n' Play)

2. Wednesday Night Showcase

- An anchor concert series of the Parks Alive! program
- 8 events will be held on the Island Stage in Waterfront Park from 6:30 to 9:00 pm each Wednesday night in July and August
- An historically well attended series featuring performers from a variety of musical genres, performing groups are usually larger on this evening and tend to have more complex production needs
- In addition to musical performances, this venue's infrastructure and location supports our "Music & A Movie" night held at the end of August

3. Thursday Community Series

- This “rotating series” will showcase performing artists from a variety of genres with entertainment suitable for all ages
- 8 concerts will be held between 6:30 to 9:00 pm each Thursday night in July and August in parks and public spaces throughout Kelowna

4. Theme Weekends

- Another anchor in the program, this series is well attended due to its high profile location in Kerry Park and its proximity to the waterfront and downtown restaurants. NOTE: We are aware location may change and will discuss with City staff
- 16 Concerts will be held on the Kelowna Pride Stage in Kerry Park from 7:00 to 10:00 pm each Friday and Saturday night in July and August
- A diversity of artists and musicians that appeal to all ages will be presented. The size of performing groups will often be larger and have more complex production needs
- Will feature greater number of professional performing artists than other concert series. This is a preferred location for staff to book touring artists due to event budget, supportive venue infrastructure, and guarantee of larger of audiences
- Additional onsite programming is booked to enhance the onstage entertainment and create a festival environment

3) Arts on the Avenue

Introduced in 2015, “Arts on the Avenue” is an arts-focused outdoor event celebrating and highlighting the visual artist community. Through coordination with the Meet Me on Bernard initiative, AonA will animate Bernard Avenue through visual art displays, artisan sales, and complementary live performances.

Date(s):

- AonA has historically been held the last Thursday of July as a prelude to the BC Day long weekend.
- NEW - 2023 will see the addition of a second event as a way to expand beyond musical programming on Bernard Avenue
- NEW - We are exploring an event day earlier in the week to offer patrons activities outside of the usual end of week/weekend programming days
- Proposed dates are Monday, July 17th and Thursday, August 3rd but will work with the Meet me on Bernard committee to confirm.

Time:

- In response to the increasingly intense heat of the summer months impacting artist participation and audience attendance, we are exploring a later start and end time
- Proposed start of 6 pm with 10pm close

Location(s):

- 300 and 400 blocks of Bernard Avenue from Water Street to Ellis Street plus NEW in 2023 inclusion of the 500 block as an expansion space
- Street, sidewalk, and other open areas between MMOB temporary infrastructure
Programming will include:

- We will again feature a variety of elements including retail sales of self-made artwork, art exhibitions and demonstrations, live performances, art installations, and “hands on art” that encourages community interaction and connection to art. Artist participants will be selected through a submission process with limits placed on certain categories in order to ensure a broad mix of artist representation and access
- *NEW Visual Arts Community Showcase* - through 2 interactive stations per block of Arts on the Avenue, the public will be able to engage with demonstrations by our local arts collectives, schools, and guilds. We will continue collaboration with organizations such as the Arts Council of Central Okanagan, the University of British Columbia, and the Rotary Centre for the Arts. These animated spaces will give our arts organizations an opportunity to elevate their profile in the community, promote their programs and services, as well as connect and recruit potential new members
- *Artisan Market* - 15-20 of Kelowna’s visual arts entrepreneurs per block will showcase their diverse perspectives through visual art, networking, and sales of their unique creations
 - To increase our focus on quality, we will explore a collaboration with Fran Callaghan, Manager of multiple Okanagan artisan markets and the BC Association of Farmers’ Markets’ Market Manager of the Year for 2022. Our combined experience will contribute to new opportunities and sustainable growth for both our artisan networks
- *Feature Artists* - local arts organizations that may not have capacity or resources to engage the public with hands-on art creation will be invited to highlight one of their members. Each block of Arts on the Avenue will have a “Feature Artist” provide a live demonstration of their practice with the goal of introducing and educating the public to their artform
- *Roaming Performers* – enhancing the visual art elements, we will also feature 4 live, local artists per block to engage the public through live performance. These live performances will create great public spaces by enhancing the festival atmosphere through dancing, drama, music, and other engaging performing arts while providing further opportunities for our emerging entrepreneurial artists

4) Kelowna Busker's Program

The Kelowna Busker's Program has been in place since 2000 with the purpose to create support and create unique performance opportunities for local and touring artists and to animate the community's public walkways through cultural performances.

To this day, the art of Busking continues to receive mixed reactions in our fairly conventional community. While our structured program provides benefits to artists and the community, we have observed increasing conflict between our program participants and non-permitted Buskers. Issues have included non-permitted Buskers using our designated “Busk Stops” and not respecting the shared time rule, performing too close to other Buskers resulting in sound bleed and intrusion on another performer, use of amplification without volume limits, inappropriate performance content, and a general disregard for social civility. These behaviours have led to frustration by our program

participants (“why should we follow the rules when others don’t?”), feelings of intimidation by our younger program participants, and a general downslide in positive views of the art of Busking by the downtown business community and general public.

Therefore, following a recommendation by our key partner and upon approval by our Board, Festivals Kelowna will pause its daily Kelowna Buskers Program model effective immediately. In its place, we will develop Busker-based events, such as building upon the existing “Buskers on Bernard” mini-busker festival. By refocusing busk style performances into single day, time limited events, we can curate performances, manage content quality, and help create greater awareness of and appreciation for this unique art form.

As part of the shift to an events-based model for busking, we will:

- Transfer the responsibility of busker sign locations and busker guidelines to the City of Kelowna.
- Maintain a list of Buskers who connect with Festivals Kelowna regarding the former program so that we can hire them for future events
- Continue to present “Buskers on Bernard”, a homegrown solution to the Buskers Festival concept and a way to animate public spaces. “BoB” will feature 15-18 different Buskers hired and placed along Bernard Avenue and/or the lakefront walkways. Buskers are placed on sidewalks on both sides of the street starting at Abbott Street with 3-4 Buskers placed on each block. The Buskers are “seeded” with a starting fee and then welcome to generate additional revenue from the public through their performances. We will look to feature of diversity of performance styles subject to artist availability.

5) Pianos in Parks

Introduced in 2015, from an international “public piano” movement that continues to see success across the globe, this program animates our public spaces with unique works of art that showcase local visual and performing artists, and provide musical opportunities for residents and tourists alike.

Following discussions with our key partner and the FK Board about the lifespan of this popular program and potential threats to its longevity, including the loss of a piano mover and maintenance provider, as well as piano supply, it was agreed that the program will continue in 2023. However, it was also agreed that a re-evaluation will be done each year to determine its continuation pending noted threats.

A self-sustaining, low cost program with modest staff resource requirements, Pianos in Parks will:

- provide artist development opportunities and social connection for our community members who may not have access to their own piano
 - encourage all members of our community to connect equally in public spaces in a positive way
 - protect our environment by giving new life to dozens of pianos that were slated for the landfill
- Date: Pianos will be placed in public from June 13th to September 12th

Location(s): We propose the following accessible, public spaces:

- Roxby Square in Rutland
- under the dome at Promontory Green at the Kelowna Memorial Cemetery in Glenmore
- NEW - Laurel Square behind the Laurel Building, downtown
- South end of the Art Walk in the Cultural District

- NEW - Lakefront promenade on the North end of Stuart Park near the Kelowna Yacht Club
- Lakefront promenade next to Kerry Park
- NEW - Lakefront promenade near the Wubit water park in City Park Programming will include:
- Collaboration with local visual artists to custom paint a piano in their unique style. Previous artists have included local artists such as
 - Alex Fong
 - student artist Sara Richardson
 - Syilx artist Coralee Miller
- Collaboration with members of the local arts and culture networks, such as the Kelowna Arts Council and local schools, to source 4 “new to the program” visual artists
- Partnering with businesses and non-profit organizations as “Piano Ambassadors” to pool resources and maintain the pianos for public enjoyment

6) New York New Years

Introduced in December 2012 in response to requests by the community and our key stakeholder’s desire to create a First Night Celebration, “New York New Years” is an all ages appropriate and family-friendly event with programming that appeals to a broad audience from young children to seniors. Partnerships are formed with local organizations to enhance and maximize activities onsite.

The goals of the event are to:

1. Create an engaging public space and generate positive experiences by providing affordable, all ages friendly entertainment and activities
2. Create a dynamic environment that will connect our community through shared celebration
3. Increase the number of accessible public events in Kelowna’s parks and public spaces. By holding the event in a central location, the free entry, family-friendly program content, and physical space all contribute to making the event accessible for all.

Date: December 31st

Time:

- designed with a with a strategic “early” start and end time, NYNYE will run from 6:00 – 9:15 pm
- short duration allows community to celebrate an “early” New Year together and then continue their own celebrations afterwards
- early event time helps avoid conflict with nightclub patrons and other adult focused revelers

Location(s):

- Jim Stuart Park including the stage, skating rink, walkway on lake side of park, Water street adjacent to park, and grass field North of skating rink
- fireworks display produced in City Park at the site of the former Aquatic Centre dock
- due to recent upgrades and renovations to the KCT, we will not use this space as an indoor venue. Instead, we will explore partial closure of Water Street between the roundabouts at Queensway and Doyle Avenue as an expansion to the event site

Programming will include:

- multiple live musical performances across musical genres
- "Kids Snow Zone" with multiple drop-in children's activities, toss games, karaoke, 'Park n Play' games and dance party, and fresh snow for snow fort and snowman building
- skating rink with onsite skate rentals
- all ages friendly interactive stations
- hot chocolate station serving over 2,000 cups for free
- SWAG provided by our generous sponsors and event partners including 1000's of glow sticks, hand warmers, and treats
- countdown to an "early New Year" with the Mayor of Kelowna
- fireworks display