Destination British Columbia

February 14, 2014

Forwarded by e-mail

Mike Smith Chair Kootenay Rockies Tourism 1905 Warren Avenue Kimberley, British Columbia V1A 1S2

Dear Mike,

This letter is to notify you and the Board of Kootenay Rockies Tourism that Destination British Columbia is pleased to provide your association with a six month funding extension to your current Transfer Under Agreement. Please find attached a copy of the amended agreement.

Recognizing our intent to ensure no interruption to the service delivery of the excellent work that your association provides on behalf of the Kootenay Rockies regional tourism stakeholders and on behalf of Destination BC, we will be providing \$250,000 for compensation of incremental transitional activities during FY13-14. A summary of this funding is in the table in Paragraph 3 in the attached Modification Agreement along with your existing funding for FY13-14. Please note that this comes directly from Schedule B-1 in your current agreement for FY13-14.

Schedule B-2 shown in Paragraph 4 in the Modification Agreement attached is specific to next fiscal and provides a summary of your FY14-15 funding including \$370,000 for the Tourism Partners Program and notional funding of \$400,000 for the Trade, Overseas and Media Program, Community Tourism Opportunities Program and Familiarization Tours.

At your earliest convenience, please print two copies, sign both of them and return them to our office for final signature – a file copy will be returned to you at that time.

We look forward to continuing our partnership with Kootenay Rockies Tourism in building tourism revenue in the Kootenay Rockies region.

Should you have any questions, please feel free to contact me directly.

Thank you.

Peter Harrison Director, Partnership Marketing Destination British Columbia

cc:Kathy Cooper, CEO Kootenay Rockies Tourism

Destination British Columbia

MODIFICATION AGREEMENT #2

BETWEEN

DESTINATION BC CORP., doing business as DESTINATION BRITISH COLUMBIA

("Destination BC", "we", "us", or "our", as applicable)

AND

KOOTENAY ROCKIES TOURISM, a society incorporated under the laws of the Province of British Columbia under Certificate of Incorporation No. 14409 and having its head office at 1905 Warren Ave. Kimberley BC V1A 1S2

(the "Contractor" "you" or "your" as applicable)

BACKGROUND

- May 8, deoopt The parties entered into an agreement identified as contact number C13KRT044 and dated March 9, 2012. A. (the "Agreement")
- В. The parties subsequently entered into Modification Agreement #1 dated March 11, 2013.
- C. The Parties have agreed to amend Modification Agreement #1 as subsequently modified on the terms and conditions set out herein.

AGREEMENT

The parties agree as follows:

- (1)The revised Term of Modification Agreement #2 is April 1, 2012 to September 30, 2014.
- Modification Agreement #1 is amended by adding the attached Schedule A-1 specific for FY14-15. Refer to Statement of (2)Work for report deadlines and deliverable details.

(3) Schedule B-1 of Modification Agreement #1 is amended by adding the funding of \$250,000 as outlined in the following table and will be provided before March 31, 2014 for compensation of incremental transitional activities during fiscal year 2014. This Schedule is specific for the current FY13-14.

	Program					Maximum Amount
Operating Transfer		Current funding	Additional funding	Committed funding		
	Regional Partnership	\$ 252,367	\$ 150,000	\$ 402,367		
	Community Partnership	\$ 143,200	\$ 50,000	\$ 193,200		
	Regional Travel Media	\$ 55,000	\$ 25,000	\$ 80,000		
	Regional Travel Trade	\$ 55,000	\$ 25,000	<u>\$ 80,000</u>		
Sub Total		\$ 505,567	\$ 250,000	\$ 755,567		\$ 755,567
Program Fees				Committed funding	Notional funding	
	Tourism Partners			\$ 610,039		
	Community Tourism Opportunities				\$ 300,000	
	Regional Travel Media Program and Regional Travel Trade				\$ 100,000	
	Familiarization Tour Funding				\$ 100,000	h
Sub Total			· · · · · · · · · · · · · · · · · · ·	\$ 610,039	\$ 500,000	\$ 1,110,039
Total					:	\$ 1,865,606

Notional budgets are managed by Destination BC on a provincial level and are based on regional allocations and/or available program funds.

(4) Modification Agreement #1 is amended by adding the attached Schedule B-2 which outlines the funding of \$770,000 specific for the term in FY14-15.

	Program	Committed Funding	Notional Funding	Maximum Funding
Program Fees				
	Tourism Partners	\$ 370,000		\$ 370,000
	Community Tourism Opportunities		\$ 300,000	\$ 300,000
	Regional Travel Media Program and Regional Travel Trade		\$ 50,000	\$ 50,000
	Familiarization Tour Funding		\$ 50,000	\$ 50,000
Total		\$ 370,000	\$ 400,000	\$ 770,000

(5) The revised total aggregate value of Modification Agreement #2 is \$4,051,212.

(6) In all other respects, Modification Agreement #1 is confirmed.

Regardless of the date of execution or delivery of this Modification Agreement #2, this Modification Agreement #2 is effective as of February 14, 2014.

SIGNED AND DELIVERED on the day , 2014 on behalf of of March Destination BC by its authorized signatory

Signature: Print name: NiSo

SIGNED AND DELIVERED on the 3^{e} day of 4^{e} of 2^{e} by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)

Signature:	ART	
Print name:	HIKE SHITH	

PART 1 - BACKGROUND AND OBJECTIVES:

- 1. Destination British Columbia (DBC) has a long standing relationship with the six tourism regions including this Region. Although these regions represent DBC in a number of capacities in accordance with this Agreement, these regions are independent organizations with their own boards and governances.
- 2. DBC and the Region anticipate mutual benefits to be derived from continued cooperation that will capitalize on complementary resources, improve access to strategic markets and contribute to attaining their common goals. The Region accepts the responsibility to represent the goals and objectives of DBC and its provincially-funded marketing programs and initiatives, as outlined in DBC's *Service Plan*, provincial tourism strategy and goals and as communicated from time to time by DBC's staff.
- 3. The Region's and DBC's program staff pledge to conduct themselves in a respectful and cooperative manner to achieve the objectives of this Agreement.
- 4. DBC and the Region recognize that coordination of marketing and development activity with the private sector is beneficial to increasing the effectiveness of promoting tourism in the area serviced by the Region by maximizing the leverage of investment.
- 5. DBC's program areas such as "Regional Travel Media Relations", "Regional Travel Trade" and "Community Partnerships" will meet regularly with regional representatives to determine regional activities that will be funded by DBC.
- 6. In the event of a dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, the parties in the first instance are encouraged to resolve their differences through friendly consultations at the program level. Initially this will take place amongst the provincial and regional program level staff involved. If necessary, concerns will be escalated to include the Manager, Regional Partnerships; Regional President; along with the respective Program Area Team Lead and/or the related Director of the program area in question if not already engaged. In the unlikely event that it is necessary, further resolution may be sought via the inclusion of the Director, Partnership Marketing and Region's Board Chair or Board Designate. A decision will be deemed final and rendered by the Director, Partnership Marketing upon reviewing all pertinent information from all parties.
- 7. The parties agree that the details of the Deliverables and Timelines are contained within the Statement of Work.
- 8. In entering this Agreement, the Region will, in accordance with their own Constitution, By-Laws, and Governance Policies, be responsible for and ensure that the deliverables are executed.

PART 2: Guiding Principles

DBC's Obligations

DBC will:

- follow government and departmental policies and procedures;
- maintain publications, reports, studies, etc.;
- ensure availability of staff with whom the Region may need to consult;
- provide access to appropriate guidelines (reporting guidelines and templates, as applicable);
- provide comments on draft reports within five working days from receipt of report;
- schedule teleconferences, as required;
- provide applicable documentation; and
- provide other assistance or support.

Region's Obligations

The Region will:

- keep all documents and proprietary information confidential and in a secure area;
- meet all tasks and deliverables as identified in the Statement of Work;
- submit all written reports in hard copy and/or appropriate electronic form;
- attend meetings with industry, as necessary;
- participate in teleconferences/program area meetings, as needed; and
- maintain all documentation in a secure area.

Supporting Resources:

Tourism Partners Program Policy and Guideline Manual and templates Statement of Work Tourism Partners Program Regional Graphic Standards Manual Tourism Partners Program Quarterly Reconciliation Report Workbook Trade, Overseas and Media Quarterly Reconciliation Report Workbook

Technical, Operational and Organizational Environment:

It is essential that Regions utilize the templates provided, including tables and fonts. Timelines may change at DBC's discretion.

Method and Source of Acceptance:

All deliverables and services rendered under any contract are subject to inspection/approval by DBC's program area staff. Should any deliverables not be to the satisfaction of DBC, as submitted, the program area's team lead shall have the right to reject it or require correction before payment will be authorized.

A) Regional Partnership Program

The Tourism Partners Program under the Regional Partnership Program is a long standing cooperative marketing program that is the cornerstone of the Region's marketing activities. Marketing projects are divided into key products which include Touring, Golf, Ski, Fishing, Adventure, Festival & Events, and Meetings & Incentive, among others. The projects are also divided into key target markets. In accordance with the Provincial *Gaining the Edge Five-Year Tourism Strategy*, Regions are primarily responsible for marketing to BC, AB and Washington State markets while supporting DBC marketing efforts in all other markets as approved by DBC.

The Region will execute cooperative marketing projects with regional stakeholders. These projects may include consumer publications, advertising through various media: eg. TV, radio, newspapers and magazines, attending or stakeholders attending consumer shows, on-line activities, direct mail and research initiatives.

Tourism Partners Program Objectives: Leverage resources within a regional destination sell, increase tourism revenues and benefits of tourism to each of the six tourism regions of B.C., and promote strategic business and community alliances

Tourism Partners Strategies:

- Work with industry to coordinate marketing roles and responsibilities to ensure strategic alignment, increased effectiveness, and enhanced consumer impact
- Leverage regional tourism investment and maximize tourism growth throughout BC by supplementing the Provincial annual regional tourism operating and marketing budgets through additional funding from industry and private sector partners
- Ensure that a combination of media relations, social media, travel trade and consumer direct marketing tactics are deployed by regions as appropriate by target market, product activity, and season, in coordination with provincial tourism plans

B) Community Partnership Program

DBC will provide certain funds described as an "Operating Transfer" to the Region to employ dedicated community representation with priority to fully support the "Community Partnership Program Plan" and ensure the deliverables are achieved. DBC will provide funding to execute the tactics in the plan. This plan will be developed in conjunction with and under the direction of DBC, with final approval by DBC.

The Community Partnership Program area aims to build long-term support and satisfaction from industry and community leaders. As representatives of DBC, the six tourism Regions are committed to providing the benefits of a close relationship with DBC to communities in the province. Through the regional relationship, community tourism organizations will be encouraged to access a broad range of resources, tactical opportunities, funding and expertise.

Community Partnership Program Goals: To strengthen the competitiveness and sustainability of communities as destinations throughout the province, in a manner that will enhance the visitor

experience and generate greater economic, environmental, social and cultural benefits at the local, regional and provincial level.

Community Partnership Program Objectives: The goal will be achieved by implementing programs that are tailored to the tourism development stage of the participating communities and are responsive to the recognized needs of the local industry.

Community Partnership Program Strategies:

- Work with communities in each of BC's six tourism Regions
- Communities have an understanding of DBC's role and tourism investment
- Target communities that are committed to long-term planning and implementation
- Maximize the leveraging of resources committed by participating communities
- Build long-lasting and effective working relationships with communities, Regions and provincial tourism agencies
- Increase market readiness of participating communities through specific and targeted assistance and resources
- Reduce regional disparity with regard to overall benefits being derived from the province's tourism industry.

C) Regional Travel Media Program

DBC will provide certain funds described as an "Operating Transfer" to the Region to employ dedicated Travel Media Relations representation with priority to fully support the "Provincial Media Relations Plan" and ensure the deliverables are achieved. DBC will provide funding to execute the tactics in this plan. This plan will be developed in conjunction with and under the direction of DBC, with final approval by DBC.

The Regional Travel Media Program is an in-depth program to increase editorial coverage of British Columbia as a travel destination, within newspapers, magazine, online sites, publications and television broadcasts. Key strategies for increasing travel media coverage include:

- Focus on obtaining media coverage for key markets and key sectors as outlined in the provincial Tourism Strategy
- Work with national and key market TV broadcasters on content opportunities
- Include online media relations as a core component of activities and tactics
- Bring benefits and share successes of positive media coverage with tourism industry constituents and stakeholders
- Identify and invite key media on press visits to British Columbia
- Develop editorial content for third-party use.

D) Regional Travel Trade Program

DBC will provide certain funds described as an "Operating Transfer" to the Region to employ dedicated travel trade representation with priority to fully support the "Provincial Travel Trade Plan" and ensure the deliverables are achieved. DBC will provide funding to execute the tactics in this plan. This plan will be developed in conjunction with and under the direction of DBC, with final approval by DBC.

DBC's Travel Trade staff and the Regional Travel Trade staff to work together as one unified team to develop one Provincial Travel Trade Plan, execute on approved tactics, and communicate to

travel trade and industry. The Provincial Travel Trade Plan will prioritize best opportunities on a provincial and regional basis, capitalizing on the strengths of the product in each region.

The role of the dedicated Regional Travel Trade Representative includes the following:

- Undertake activities directed by the Provincial Travel Trade Plan
- Participate in trade fams, trade shows, sales calls and trade meetings as outlined within the Provincial Travel Trade Plan
- Provide in-region expertise and experience to deliver a great BC experience while the travel trade is visiting BC
- Help to create new itineraries to expand the B.C. product offerings with trade accounts by bringing local expertise/knowledge of product
- Educate the suppliers in their region on business practices in international markets and export ready criteria
- Educate travel trade (internationally and in Canada) on the product available in their regions and the suitability for various geographic markets.

E) Familiarization Tours

Travel trade familiarization tours and media press trips will be executed by the Travel Trade and Travel Media Representatives and are managed within C) and D) above.

PART 3 - TERM

1. The term of this Modification Agreement #2 (the "Term") will, notwithstanding the date of execution and delivery of this Agreement, commence on **April 1, 2012** and will end on **September 30, 2014.**

KOOTENAY ROCKIES TOURISM TRANSFER UNDER AGREEMENT SCHEDULE "B-2" FINANCIAL ASSISTANCE FY14-15

PART 1 – PROGRAM FEES

A) Regional Partnership Program Fees

- 1. Fees will be payable to the Region, in advance of the fulfillment of the obligations under the Statement of Work, as follows:
 - a) Regional Partnership Program payment, on or after April 1, 2014;
 - b) Regional Partnership Program payment, on or after July 1, 2014; and
 - c) the amount of payments under subparagraphs a) through b) of this paragraph will be invoiced by the Region on the basis of the Region's realistic estimate of the costs for related Services for the upcoming quarter of the fiscal year.
- 2. Notwithstanding paragraph 1 of this Schedule "B-2" in no event will the Regional Partnership Program fees payable to the Region in accordance with paragraph 1 of this Schedule "B-2" exceed, in the aggregate, \$370,000.

B) Community Partnership Program Fees

- 3. Fees will be payable to the Region, in advance of the fulfillment of all the obligations under the Statement of Work, as follows:
 - a) Community Partnership Program payment, on or after April 1, 2014;
 - b) the amount of payment under subparagraph a) of this paragraph will be invoiced by the Region on the basis of the Region's realistic estimate of the costs for related Services for the upcoming half of the fiscal year.
- 4. Notwithstanding paragraph 3 of this Schedule "B-2" in no event will the Community Partnership Program fees payable to the Region in accordance with paragraph 3 of this Schedule "B-2" exceed, in the aggregate, \$300,000.

C) Regional Travel Media Program Fees and Regional Travel Trade Program Fees

- 5. Fees will be payable to the Region, in advance of the fulfillment of all the obligations under the Regional Travel Media Program and the Regional Travel Trade Program Statements of Work, as follows:
 - a) Regional Travel Media and Travel Trade Program payments, on or after April1, 2014;

Kootenay Rockies Tourism TRANSFER UNDER AGREEMENT Schedule "B-2"

- b) Regional Travel Media and Travel Trade Program payments, on or after July 1, 2014;
- c) the amount of payments under subparagraphs a) through b) of this paragraph will be invoiced by the Region on the basis of the Region's realistic estimate of the costs for related Services for the upcoming quarter of the fiscal year.
- 6. Notwithstanding paragraph 5 of this Schedule "B-2" in no event will the Regional Travel Media and Travel Trade Program fees payable to the Region in accordance with paragraph 5 of this Schedule "B-2" exceed, in the aggregate, \$50,000.

D) Familiarization Tours

7. Familiarization Tour fees will be payable to the Region, in arrears, upon receipt and approval by DBC of invoices and copies of related receipts, not to exceed, in the aggregate, \$50,000.

PART 2 – REFUNDS

8.. In accordance with paragraph 3.05 of the Agreement, all such refunds or remissions obtained by the Region must be applied to the provision of the Services, set out in Schedule "A-1" or performance of any other obligation of the Region under this Agreement in respect of those Services.

Kootenay Rockies Tourism TRANSFER UNDER AGREEMENT Schedule "B-2"

PART 3 - PAYMENT OF FINANCIAL ASSISTANCE

9. The total, maximum amount payable by DBC under this Agreement for fees and expenses during the Term in FY14-15 will not exceed CAD \$770,000 outlined as follows:

	Program	Committed Funding	Notional Funding	Maximum Funding
Program Fees			- unung	
1005	Tourism	\$ 370,000		\$ 370,000
	Partners Community		\$ 300,000	\$ 300,000
	Tourism Opportunities			
	Regional Travel Media Program and Regional Travel Trade		\$ 50,000	\$ 50,000
	Familiarization Tour Funding		\$ 50,000	\$ 50,000
Total		\$ 370,000	\$ 400,000	\$ 770,000

Notional budgets are managed by Destination BC on a provincial level and are based on regional allocations and/or available program funds.

REGIONAL PARTNERSHIP PROGRAM

Program Area Team Lead: Wendy Magnes

Deliverables, Timelines and Standards of Performance:

DELIVERABLES	PERFORMANCE METRICS	TIME SCHEDULE	DBC PROGRAM AREA ACTIVITIES AND REVIEW
Business Review			
The Region must submit an analysis of their business environment and SWOT using the business review template as outlined in Appendix I.	 Submitted on time Insightful Followed the template Corrections made in timely fashion 	September 15, 2014	Regional Partnership team will review and provide approval upon completion to the satisfaction of DBC.
Partner Relations			
The Region will conduct itself professionally and as a cooperative partner in delivering the specified programs for DBC. The Region will continue to strengthen direct working relationships among industry stakeholders, communities, DBC program staff, and other regions. The Region is responsive in a timely manner to program related requests in the form and content satisfactory to the DBC. The Region will present itself to industry as a unified organization with DBC, when engaged in provincial or partnership program activities.	 Maintained positive working relationships with DBC's program staff and other industry partners Any issues were remedied in a timely manner and with the objective of seeking a positive resolution Overall deliverables were achieved to a satisfactory level 	Ongoing	

Tourism Partners Program Marketing Plan The Region must submit a final Marketing Plan for FY14-15 using the template as outlined in Appendix I.	 Submitted on time Insightful Followed the template Corrections made in timely fashion Demonstrated integration with industry partners 	April 1, 2014	Regional Partnership team will provide approval upon completion to the satisfaction of DBC.
Tourism Partners Program Project Implementation			
The Region will commence and complete marketing projects to the satisfaction of DBC during the Term in accordance and in compliance with the standards, requirements, terms and conditions described in the Program Policy and Guideline Manual and Graphic Standards Manual in Appendix I.	 Reports were submitted on time Accurate and detailed General Ledger listings Compliance with Program Policy and Guideline Manual and Graphic Standards Manual Projects were updated Errors were corrected 	The execution of projects will occur throughout the year. Within 30 days of the close of a quarter, the Region must prepare and submit a completed Tourism Partners Quarterly Reconciliation Report (RepRecon Workbook) to DBC for projects with expenses incurred during each of the applicable preceding 3 month periods, certified true and correct by a person acceptable to DBC, and which shows eligible costs incurred for that period. The Region should also submit at this time, an invoice for Tourism Partner Program Fees for their quarterly	Regional Partnerships team will review the Quarterly Reconciliation Report including the General Ledger listings for the quarter and provide approval to the Region upon completion to the satisfaction of DBC. Payment for Quarterly Services Invoice for Tourism Partners will be processed upon approval of the Quarterly Reconciliation Report.

		services.	
Tourism Partners Program - Changes to Projects			
New projects and changes to existing projects in scope or budget exceeding 20% and \$20,000 of the gross budget require submission to DBC for approval.	• Procedures were followed in a timely fashion.	Changes to projects may occur at any time throughout the fiscal year but notification must be submitted before the start of a new project.	Regional Partnerships team will provide written approval in the form of an approval code for inclusion on project sheet.

COMMUNITY PARTNERSHIP PROGRAM

Program Area Team Lead: Alison McKay

Deliverables, Timelines and Standards of Performance:

DELIVERABLES	PERFORMANCE METRICS	TIME SCHEDULE	DBC PROGRAM AREA ACTIVITIES AND REVIEW
Regional Community Team			
Regional Representative will participate in monthly conference call for approximately 1 hour and review meeting minutes.	 Participated in conference calls Face to face meetings and welcoming new 	First Thursday of each month 10:30am to 11:30am PST	Community Partnerships team will coordinate conferences calls and distribute minutes.
Regional Representative will maintain regular communication with community contacts in-region to determine annual priorities and ongoing assistance/guidance. May include attending Community DMO AGMs, regional community sessions, etc. This includes all applicable travel expenses.	 community tourism reps completed Maintained database of community contacts 	Ongoing - 1 face to face meeting per year at minimum with each community accessing CTO and a face to face connection with each new community tourism representative within 60 days of their start date	Community Partnerships team will attend meetings when required.
Regional Representative will provide pertinent information on programs/updates to DBC for inclusion in industry communications.		Ongoing	Community Partnerships team will provide updates on programs to ensure that community DMOs and operators are aware of all program opportunities.
Regional Representative will provide informal activity monthly update to DBC's Community Partnership team.		Ongoing	Community Partnerships team will review the monthly reports.
Regional Representative will provide		Ongoing	Community Partnerships team will

advice, feedback, review and implementation for DBC for special community projects on an "as and when needed" basis. Regional Representative will provide support of DBC and participate in MRDT		Ongoing	notify Regions as projects come forward.
framework development, as required. Regional Representative will assist DBC with logistics of community integrated planning forums and provide regional overview for stakeholders, as required.		Ongoing	
Region Representative will liaise with Community Partnership Program Manager regarding DBC program messaging that is included in regional presentations.		Ongoing	Community Partnership Program Manager will review regional presentation template.
Community Tourism Foundations Program (CTF)			
Regional Representative will ensure DBC is kept updated on communities interested in the CTF program (including Board Governance workshops).	 Attended CTF meetings CTF draft report was reviewed in a timely 	March/April and ongoing	Community Partnerships team will ensure updates to Executive Team are provided as required.
Regional Representative will conduct community consultations and assist in the preparation of up to 3 CTF Expressions of Interest (EOI) annually.	 Ensured community awareness of CTF program 	Ongoing	Community Partnerships team will determine the number of CTF communities available for consideration in each region for each fiscal year, as well as the scope of each project.
Regional representative will assist community representative in developing a diverse and well represented invitee list and will ensure that all relevant and		Ongoing	Community Partnerships team will organize meeting date, location, invitation and attendee list in consultation with Regional and

complete information is received by DBC.		community representatives.
Regional Representative will attend pre-	Ongoing	
workshop conference call(s), if required to update the assigned facilitator.		
Regional Representative will attend all CTF workshops and present regional content (and DBC's content in the absence of DBC's Community	Ongoing	Community Partnerships team will attend all CTF meetings where applicable.
Partnerships staff).		
Regional Representative will review and comment on all draft CTF workshop reports in the timeline promised at the workshop.	Ongoing	Community Partnerships team will work with facilitator to prepare and distribute all documents for review by Regional Representative.
Regional Representative will follow up with communities post-workshop and throughout the year to monitor progress and address questions.	Ongoing	
As a professional development opportunity, Regional Representative may take on an increasing role in CTF revisits and one-day program, if desired and agreed to by DBC and Region.	Ongoing	Consideration will be given by the Community Partnerships team to provide facilitation training and guidance, where appropriate.
Regional representative will review thank you note and return to DBC.	Ongoing	Community Partnerships team will prepare and email thank you note to

			community including PDF copy of PowerPoint and Tourism Activity
Community Tourism Opportunities			
Regional representative will prepare a draft Project Tracking Sheet and confirm its contents with each community prior to submission for consideration.	 Quarterly RepRecon workbooks were submitted on time Accurate community contact list provided at all times Attended annual CTO 	April	Community Partnerships team will review applications for completeness, consolidate, analyze, report and develop funding scenarios.
Regional representative will set up a Q0 draft RepRecon file from the latest master, using the current fiscal's Project Tracking document. Review the provincial CTO submissions and related materials, and attend a 1- 2 day review meeting with the DBC team in Vancouver. Make any necessary adjustments in consultation with affected communities. Confirm all notification-related contact information with DBC. Complete the previous fiscal's Project Tracking document by completing the key learning area.	 meeting in Vancouver Graphic standards were met on CTO outputs 	April	Community Partnerships team will prepare meeting materials and circulate for advance review, presentation and coordination. Provide advice on current year RepRecon use. Manage comprehensive database of community information, including CTO details.
Regional representative will provide follow-up with communities once DBC's funding notification (and process		April - May	Community Partnerships team will generate and distribute notification letters. Prepare comprehensive
instructions) has been issued, to ensure clear expectations. Collect the signed letters and return to DBC. Update the			annual update of the Community Profiles database and supporting reference tables (eg. MRDT), plus

Q0 (current year, no claims processed) RepRecon.		refresh of Outlook community contacts file.
Regional representative will prepare invoice to DBC for program advance funding.	June - July	Community Partnerships team will review invoices, confirm against budget/contract and process invoices.
Regional representative will submit Q1 RepRecon workbook. Submit an invoice to DBC for advanced program funding, enabling prompt reimbursement of community claims as these begin to arrive. Gather all evaluation materials (eg. detailed research documents) and submit by July 4.	July 4, 2014	Community Partnerships team will review, format and upload all digital materials and provide feedback to the community rep. Analyze Project Performance Report, consolidate and prepare report.
Regional representative will regularly provide follow-up with communities on CTO project progress to influence quality control and effectiveness, while ensuring the proposed community outputs will use and have used the correct graphic standards and that the projects are meeting budget forecasts, eligible expense activities guidelines, and completion timelines. Explain potential consequences for non- compliance.	Monthly	Community Partnerships team will respond to enquiries, communicate policies and procedures and suggest solutions.
Regional representative will prompt for appropriate reimbursement invoices from participating communities, together with suitable supporting	Quarterly	Community Partnerships team will periodically discuss any challenges or concerns with the community representative.

documentation and after carefully validating the expenses shown, reimburse these claims on an ongoing, timely basis. Retain these source documents for subsequent audit.Regional representative will collect all project output samples (digital samples, evaluation materials (if available), etc.) from a community following project completion. It is understood that evaluation materials may take longer to generate and collect.Tourism Business Essentials		As community claims are processed and paid.	
Program Regional Representative will participate in Tourism Business Essentials workshops hosted in-region. As a professional development opportunity, Regional Representative may take on an increasing role in the TBE program, if desired and agreed to by DBC and region.	 Attended TBE workshops Participated in TBE workshops, if applicable Was familiar with all TBE guides 	Ongoing Ongoing	Community Partnerships team will coordinates workshop logistics and consult with Region regarding dates and locations Consideration will be given by the Community Partnerships team to provide facilitation training and guidance, where appropriate.
Regional Representative will be familiar with content of each TBE guide, in order to be able to promote resources to applicable stakeholders.			

REGIONAL TRAVEL MEDIA PROGRAM

Program Area Team Lead: Janice Greenwood-Fraser

Deliverables, Timelines and Standards of Performance:

DELIVERABLES	PERFORMANCE METRICS	TIME SCHEDULE	DBC PROGRAM AREA ACTIVITIES AND REVIEW
Media Shows			
Regional Travel Media Representative will meet with DBC's travel media team to formulate a Provincial Travel Media Plan and attend travel media shows (i.e. GoMedia Canada/Canada Media Marketplace) outlined in the plan.	 Attendance was effective at travel media shows Evaluation of travel media show was completed and updated into Maximizer in a timely fashion Recorded number of appointments Provided follow up to media leads 	Attend media shows as approved in the Provincial Travel Media Plan. Within 30 days of the close of a quarter, the Region must prepare and submit a completed Regional Travel Media Program Quarterly Reconciliation Report (RepRecon Workbook) to DBC for projects with expenses incurred during each of the applicable preceding 3 month periods, certified true and correct by a person acceptable to DBC, and which shows eligible costs incurred for that period. The Region should also submit at this time, an invoice for Regional Travel	Travel Media team will review media show evaluation and provide approval to the Region upon completion to the satisfaction of DBC. Payment for Quarterly Services invoice for Travel Media will be processed upon approval of the Quarterly Reconciliation Report.

Media Events		Media Program Fees for their quarterly services.	
Regional Travel Media Representative will meet with DBC's Travel media team to formulate a Provincial Travel Media Plan and attend select media events in key markets as outlined in this plan.	 Met with appropriate media/journalists Provided relevant and appropriate story ideas/press kit materials Media visit strategy included in-person meetings, phone calls, and e-mail contact to ensure an appropriate level of frequency and relationship building Maximizer updated in a timely fashion 	Attend media events as approved in the Provincial Travel Media Plan. Within 30 days of the close of a quarter, the Region must prepare and submit a completed Regional Travel Media Program Quarterly Reconciliation Report (RepRecon Workbook) to DBC for projects with expenses incurred during each of the applicable preceding 3 month periods, certified true and correct by a person acceptable to DBC, and which shows eligible costs incurred for that period. The Region should also submit at this time, an invoice for Regional Travel Media Program Fees for their quarterly services.	Travel Media team will review resulting Maximizer entries and provide approval to the Region upon completion to the satisfaction of DBC. Process payment of Quarterly Services invoice for Travel Media upon approval of the Quarterly Reconciliation Report.
America/Overseas) Regional Travel Media Representative will organize/develop/respond to a reasonable number of proactive/reactive press trips	• Priority was given to development and execution of press trips	Ongoing.	Travel Media team will process monthly invoice of press trips including completed Project Brief and copies of receipts.

Story Ideas/Media Project Support	 Project Brief completed accurately and submitted for approval prior to press trip Press Trip Itinerary completed and confirmed; copies provided to suppliers, journalist(s) and updated in Maximizer Appropriate product offered in press trips itinerary Ensured suppliers were aware of expectations, knew who the client was, and were able to deliver the service necessary to showcase the region appropriately Maximizer was updated in a timely fashion with trip details and article results 		
Regional Travel Media Representative will provide ongoing story ideas to DBC and travel media for content for story starters and support other media projects as required (i.e., inquiries from overseas offices; passport project, etc.).	 Had an understanding of product in region and suitability for media interests Was aware of new product being offered in 	Ongoing.	Travel Media team will request content for new story ideas/projects monthly and consolidate and disseminate to key media contacts as well as post on online media site.

Media Education to Stakeholders Regional Travel Media Representative will provide education to communities and stakeholders on the value of travel media activities. Encourage story idea development.	 region Provided appropriate and timely dissemination of new story ideas Was fully knowledgeable on media requirements/criteria Identified need for product development and proactively assisted stakeholders to increase story features/coverage Increased media visits, and supplier support (inkind services) for media visits in region Facilitated and/or delivered training workshops for stakeholders in collaboration with DBC 	Ongoing.	Travel Media team will be available for training or participation in workshops.
Maximizer			
Regional Travel Media Representative will update Maximizer database.	 Entries were correctly and accurately input Entries contained useful information Followed guidelines for inputting 	Ongoing.	Travel Media team will manage the overall database for efficiency and develop internal guidelines for data entry.

	• Updated in a timely fashion		
Fulfillment			
Regional Travel Media Representative will respond to travel media or DBC's requests for information or support.	 Provided appropriate and timely response to requests Proactively provided appropriate products to travel media and the provincial travel media team 	Ongoing.	Travel Media team and overseas offices will forward requests to regions and rely on their knowledge and expertise of their stakeholders and products.

REGIONAL TRAVEL TRADE PROGRAM

Program Area Team Lead: Maria Greene

Deliverables, Timelines and Standards of Performance:

DELIVERABLES	PERFORMANCE METRICS	TIME SCHEDULE	DBC PROGRAM AREA ACTIVITIES AND REVIEW
Trade Shows Regional Travel Trade Representative will meet with DBC's Travel Trade team to formulate a Provincial Travel Trade Plan and attend travel trade shows as outlined in this plan.		Attend trade shows as approved in the Provincial Travel Trade Plan. Within 30 days of the close of a quarter, the Region must prepare and submit a completed Regional Travel Trade Program Quarterly Reconciliation Report	
	 Provided follow up to tour operator leads Prepared leads for distribution to DBC offices (Vancouver and overseas) as necessary to assist with follow-up 	(RepRecon Workbook) to DBC for projects with expenses incurred during each of the applicable preceding 3 month periods, certified true and correct by a person acceptable to DBC, and which shows eligible costs incurred for that period. The Region should also submit at this time, an invoice for Regional Travel	

Sales Calls – RTOs		Trade Program Fees for their quarterly services. Quarterly Payment for Quarterly Services Invoice for Tourism Partners will be processed upon approval of the Quarterly Reconciliation Report.	
Sales Calls – KTOS Regional Travel Trade Representative will meet with DBC's Travel Trade team to formulate a Provincial Travel Trade Plan and conduct a reasonable number of sales calls to receptive tour operators as outlined in this plan, including enumerating key RTOs and expected frequency of contact. This is a key area of focus for the Regional Travel Trade Representatives whose knowledge base of the product in their region is an asset in developing additional itineraries and product available in-market.	 Met with the pre- determined number of receptive tour operators as outlined in the Provincial Travel Trade Plan to introduce appropriate product not currently contracted by RTO Provided itinerary ideas and regional fams as needed, and documented each by completing the Project Brief. Sales calls strategy included in- person meetings, phone calls, and e-mail contact to ensure an appropriate level of frequency and relationship building Connected interested suppliers and RTOs if 	Conduct sales calls as approved in the Provincial Travel Trade Plan. Within 30 days of the close of a quarter, the Region must prepare and submit a completed Regional Travel Trade Program Quarterly Reconciliation Report (RepRecon Workbook) to DBC for projects with expenses incurred during each of the applicable preceding 3 month periods, certified true and correct by a person acceptable to DBC, and which shows eligible costs incurred for that period. The Region should also submit at this time, an invoice for Regional Travel Trade Program Fees for their	Travel Trade team will review sales call activities and evaluations from the previous year and collaborate with the Region to determine and approve the plan for sales calls.

Familiarization Tours	 there was a mutual interest in working together and a product match Tracked development and successes with RTOs and updated DBC offices as required 	quarterly services. Quarterly Payment for Quarterly Services Invoice for Tourism Partners will be processed upon approval of the Quarterly Reconciliation Report.	
Regional Travel Trade Representative will organize and develop a reasonable number of familiarization tours at the direction of DBC.	 Priority was given to development and execution of fams Project Brief completed as necessary (e.g. when Region brings a specific fam opportunity for a Canadian based receptive) Appropriate product was offered in fam itinerary which was suitable for the market and can be purchased in the originating market Maintained 80% or higher satisfaction score on fam evaluation forms Ensured suppliers were aware of expectations, knew who the client was, and were able to deliver the service 	Ongoing.	Travel Trade team will provide the completed Project Brief (PB), when initiated by specific DBC market teams, with clearly articulated requirements, and collaborate with Regional Travel Trade Representative to confirm deliverables. Process monthly invoice of fam tours including completed Project Brief and copies of receipts

New Product Bulletin	 necessary to showcase the region appropriately Escorted fams or conducted meet and greet as required at the direction of DBC 		
Regional Travel Trade Representative will provide ongoing updates to DBC and travel trade of content for new product bulletin.	 Had full understanding of product in region and suitability for overseas markets, ensuring product promoted is export ready Was aware of new product being offered in region and conducted site visits if necessary to ensure suitability for international market Provided appropriate and timely dissemination of new export ready information to DBC's team as well as the travel trade. 	Ongoing.	Travel Trade team will request content for new product bulletin and consolidate into DBC's New Product Bulletin.
Education and Export Ready Development			
Regional Travel Trade Representative will provide education to communities	• Was fully knowledgeable on	Ongoing.	Travel Trade team will be available for training or participation in

and stakeholders on the value of travel	export ready criteria	workshops.
trade activities.	Worked with travel	Provide guidance on the
Encourage export ready development.	trade and DBC's	requirements for export ready
Encourage export ready development.	overseas offices on	criteria by market on an ongoing
		basis.
	export ready product	Uasis.
	development	
	requirements	
	• Identified need for	
	product development	
	and proactively assisted	
	stakeholders to deliver	
	suitable product for the	
	international market or	
	increase product	
	offerings in the market	
	Conducted the pre-	
	determined number of	
	site inspections in	
	region as outlined in the	
	Provincial Travel Trade	
	Plan	
	Facilitated training	
	workshops for	
	stakeholders in	
	collaboration with DBC	
	Assisted with the	
	delivery and/or	
	facilitated delivery of DBC's Tourism	
	Business Essentials	
	programs	

Reporting and Tracking Regional Travel Trade Representative will document leads/sales information on key account meetings, trade show appointments, sales calls and training in order to track development of clients and planning of future support required.	 Leads and key account development tracked and available to Travel Trade team as required Updated at least quarterly 	Ongoing.	
7) Fulfillment Regional Travel Trade Representative will respond to travel trade or DBC's requests for information or support.	 Provided appropriate and timely response to requests Proactively provided appropriate products to travel trade and DBC's travel trade team 	Ongoing.	Travel Trade team and overseas offices will forward requests to regions and rely on their knowledge and expertise of their stakeholders and products.

Destination British Columbia

MODIFICATION AGREEMENT #3

BETWEEN

DESTINATION BC CORP., doing business as DESTINATION BRITISH COLUMBIA

("Destination BC", "we", "us", or "our", as applicable)

AND

KOOTENAY ROCKIES TOURISM, a society incorporated under the laws of the Province of British Columbia under Certificate of Incorporation No. 14409 and having its head office at 1905 Warren Ave. Kimberley BC V1A 1S2

(the "Contractor" "you" or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement identified as contact number C13KRT044 and dated May 8, 2012. (the "Agreement")
- B. The parties subsequently entered into Modification #1 dated March 11, 2013.
- C. The parties subsequently entered into Modification Agreement #2 dated February 14, 2014.
- D. The Parties have agreed to amend Modification Agreement #2 as subsequently modified on the terms and conditions set out herein.

AGREEMENT

The parties agree as follows:

- (1) The revised Term of Modification Agreement #3 is April 1, 2012 to July 31, 2015.
- (2) Schedule A-1 in Modification Agreement #3 is amended by deleting "will end on September 30, 2014" and adding "will end on July 31, 2015. All activities and payments are to be completed by March 31, 2015 and reports completed by July 31, 2015."
- (3) Modification Agreement #2 is amended by adding the attached Schedule B-2A specific for the remainder of FY14-15.
- (4) The contract will be increased by \$595,606 for a revised total aggregate value of \$4,646,818.
- (5) In all other respects, Modification Agreement #2 is confirmed.

Regardless of the date of execution or delivery of this Modification Agreement #3, this Modification Agreement #3 is effective as of September 12, 2014.

SIGNED AND DELIVERED on the <u>17</u> day of <u>Significant Server</u> on behalf of Destination BC by its authorized signatory

			Ŋ	Λ_{I}
Signature:		Ž	Fry	tasher.
Print name:	KEN	FISHER		Vigchan

SIGNED AND	DELIVERED on the	<u>1</u> 1_day
of	pumper,	by or on
hehalf of the (Contractor (or by its a	uthorized sign

behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)

Signature: <u>XNOUPIN</u> Print name: <u>KAMU COOPEN</u>

