

## ADMINISTRATIVE REPORT

**TO:** Board of Directors

**FROM:** J. Zaffino, Chief Administrative Officer

**DATE:** March 6, 2025

**RE:** To amend Bylaw 2622, 2013 to establish a contribution service for specified funding to support the Similkameen Country Visitor Information Centre and Service agreement to reflect current requirements.

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### Administrative Recommendation:

**THAT** the Board direct staff to amend bylaw 2622, 2013 to remove the specific contractors name in the contract and substitute “Third Party Contractor”, and;

**THAT** the Board direct staff to commence negotiating with the perspective contractor using agreement number two (2) which outlines the terms and conditions

**THAT** the Board allow staff to waive the purchasing policy and award the one year contract with a one year extension, without issuing an RFP, and ;

**THAT** the Board direct staff to begin the service review as requested by the Village of Keremeos in accordance to the *Local Government Act*.

### Background:

This report is to inform the Board of two issues concerning bylaw 2622, 2013 which requires an amendment. These issues require addressing to ensure compliance and effectiveness of the service. Additionally, there is an opportunity to amend the contract associated with this bylaw, which could enhance the service.

The purpose of this report is to recommend the revision of Bylaw 2622, 2013 to ensure it accurately reflects the organization's legal requirements.

### Issue 1:

Bylaw 2622, 2013 “*authorizes to undertake and carry out or cause to be carried out the provision of contribution for the Similkameen Country Visitor Information Centre, make payable to the Similkameen Country Development Association*” (section 2.2 of the bylaw).

This bylaw currently includes a reference to a specific contractor (section 2.2), Similkameen Country Development Association. The reference within the bylaw is not appropriate and does not align with bylaw best practice. A bylaw that references a specific contractor eliminates the flexibility in contractor selection. The service which this bylaw is associated with currently cannot use any other Contractor. To ensure compliance with best practices and to avoid potential conflicts of interest, it is necessary to revise this bylaw.

It is recommended that Bylaw 2622, 2013 be amended to replace the specific reference to Similkameen Country Development Association with a more general term, such as "third party contractor." This change will allow for the RDOS to issue request for proposals which will allow the RDOS to engage with various contractors, without being restricted to a specific entity.

### **Issue 2 :**

This report also bring to the Boards attention an important clarification regarding the contract associated with this bylaw. The contract incorrectly includes the Village of Keremeos as an equal partner, however, the contract should exclusively be with the Regional District of Okanagan-Similkameen and the Contractor.

The current contract was set to expire on December 31, 2025, and has now been terminated. Clause 8.2 of the termination provisions was invoked leading to the immediate cancellation of the contract. The current contractor, at the time of termination was given the right of first refusal (due to the bylaw having the contractors name included in the bylaw, this was our only option). The contractor agreed to accept the right of first refusal and two (2) revised contract have been written for the Boards consideration. This report aims to address the current disagreement regarding the wording of the contract under discussion. The objective is to present the differing viewpoints in a balanced and respectful manner, with the goal of facilitating a constructive resolution.

There is a significant opportunity to amend the contract associated with this bylaw. This amendment will remove the Village from the contract and only include the RDOS and the contractor. The amendments will align the contract and the bylaw's requirements and prevent any potential administrative or legal complications. In addition, the new contract will allow the RDOS to address and incorporate new requirements that better align with the evolving needs of the participating members.

By drafting a revised contract, we can ensure that our future agreements are more comprehensive and tailored to meet our strategic objectives. This approach will enable us to enhance operational efficiency, improve service delivery, and better support our long-term goals.

### **Two Contracts to Consider:**

As stated in this report, the previous contract was terminated, and staff have now drafted two new agreements. The two are slightly different and reflect the differing opinions of the participants on what the new contract should include. Each proposal has its own merits and potential impact on our

future operations. However based on research staff is recommending agreement titled #2 (the electoral area agreement).

The Village of Keremeos firmly believes that the contract should not encompass any duties or responsibilities that are traditionally the purview of a Chamber of Commerce. The Electoral Area Directors believe the contract should include duties which may be a Chamber of Commerce responsibility.

### **Process for Recommending which Agreement to recommend (Electoral Area Directors or Village of Keremeos).**

Staff was considering not making a recommendation and letting the Board make the recommendation. However, after completing some research staff is making a recommendation. The decision to recommend an agreement between the two alternatives was based on research and best practices.

The Following is an overview of the functions of visitor information centers and how they align with the roles typically performed by chambers of commerce. Both entities play crucial roles in supporting local economies, promoting tourism, and fostering community engagement.

### **Visitor Information Centers (VIC)**

Visitor information centers are dedicated facilities that provide tourists and visitors with essential information about a region. Their primary functions include:

Tourism Promotion, offer brochures, maps, and guides to local attractions, events, and accommodations. They help visitors plan their stay and maximize their experience in the area.

Customer Service: Staff at VICs provide personalized assistance, answering questions and offering recommendations based on visitors' interests.

Merchandise Sales: Many VICs sell local souvenirs, merchandise.

Community Engagement: VICs often collaborate with local businesses and organizations to promote events and activities, fostering a sense of community.

### **Chambers of Commerce**

Chambers of commerce are associations of businesses designed to promote and protect the interests of their members.

Both visitor information centers and chambers of commerce share several common goals and functions:

Promotion of Local Economy: Both entities work to boost the local economy by promoting tourism and supporting local businesses.

Community Support: They engage with the community to promote events, activities, and local culture.

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Information Dissemination: Both provide valuable information to visitors and residents, helping them navigate the local area and discover opportunities.

Visitor information centers and chambers of commerce play complementary roles in promoting the local economy and supporting community engagement.

The agreement attached are as follows:

Agreement 1 – As recommended by the Village of Keremeos  
Both redline and clear copy

Agreement 2 - As recommended by the Regional District Directors of "B" and "G"  
Both redline and clear copy **(RECOMMENDED BY STAFF)**

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**Respectfully submitted:**

"Jim Zaffino"

J. Zaffino, Chief Administrative Officer

Attachments:

Bylaw 2622, 2013

Original Contract

Redline Version – Keremeos Recommendation

Clean Version – Keremeos Recommendation

Redline Version – Electoral Area Recommendation

Clean Version – Electoral Area Recommendation