

Agreement

This Agreement made in duplicate this 1st day of January, 2018.

Between:

The City of Saskatoon, a municipal corporation pursuant to the provisions of *The Cities Act*, S.S. 2002, Chapter C-11.1 (the "City")

- and -

Saskatoon Visitor & Convention Bureau Inc., a non-profit corporation, operating as Tourism Saskatoon, with an office in the City of Saskatoon, in the Province of Saskatchewan (the "Bureau")

RECEIVED

FEB - 8 2018

Introduction

FINANCE BRANCH
CORPORATE ACCOUNTING

- A. The City has a substantial investment in facilities that attract and serve visitors;
- B. The City has a municipal interest in the marketing, development and economic growth of the City through tourism;
- C. The City wishes to centralize its tourist management function in one organization and engage the Bureau to promote tourism in the City; and
- D. The Bureau wishes to provide tourism management services to the City for the remuneration hereinafter set out;

This Agreement witnesses that in consideration of the premises and the agreements hereinafter contained, the City and the Bureau agree as follows:

Provision of Service

1. (1) The Bureau shall provide to the City the services outlined in this Agreement (hereinafter "Destination Management Services"). The levels at which these services are to be performed shall be agreed upon by the City and the Bureau during the City's annual budget review. The Destination Management Services shall include the following:
 - (a) the operation of at least one Visitor Information Centre year round;

- (b) the provision of a comprehensive visitor information program to visitors of the facilities, attractions and events in the City;
 - (c) the undertaking of initiatives such as advertising in publications to attract visitors from various markets;
 - (d) the conducting of site visits for the purpose of familiarizing travel influencers with the City and its facilities;
 - (e) the attraction to the City of special events that will utilize the City's facilities such as TCU Place, sport facilities, SaskTel Centre and other local meeting facilities through participating in the preparation of bid proposals and other initiatives such as site inspections; and
 - (f) the attraction and servicing of conventions and events that will utilize the City's facilities and other local facilities.
- (2) In 2018, the City shall pay to the Bureau, for the provisions of Destination Management Services, the sum of \$532,900.00, and in subsequent years the sum equal to the previous years' fee for service adjusted by a percentage equal to the incremental growth in taxable assessment for commercial and industrial property in the City of Saskatoon in the previous year.
- (3) The Bureau shall use the fees it receives from the City for the management of tourism based on return on investment.
- (4) The amount of money paid by the City to the Bureau shall not be used to pay for services provided to members of the Bureau such as a membership directory, golf tournaments, or publications or portions of publications that promote the services of member organizations other than non-profit or charitable organizations. The Bureau may, however, make special application to the City for funds to support other initiatives such as group marketing initiatives. Any such application shall be dealt with by the City Council on its own merits.

Provision of Information to the City

2. (1) The Bureau shall submit to the City before December 15th of each year a detailed operating and capital budget for the coming year in a format acceptable to the City.
- (2) The Bureau shall maintain accounting records in a form satisfactory to the City to confirm the extent to which the Agreement has been adhered to. These records shall, at all times, be available to the City. Before January 31st in each year, the Bureau shall provide the City with unaudited financial

Assignment

6. This Agreement shall not be assigned.

Default

7. If the Bureau should default in the performance of any of the provisions herein contained or should make an assignment for the benefit of creditors or become bankrupt or insolvent, this Agreement shall, at the option of the City, be terminated by the City giving notice to that effect to the Bureau. Where such termination occurs, all the assets owned by the Bureau shall become the property of the City unless the City disclaims such an interest.

Term or Termination

- 8. (1) Either party may terminate this Agreement by giving to the other party written notice six months prior to the Bureau's fiscal year end.
- (2) The term of this Agreement shall be five years from January 1, 2018 to December 31, 2022.

Signed by The City of Saskatoon this 27th day of February, 2018.

The City of Saskatoon



Mayor



City Clerk

c/s

Signed by Saskatoon Visitor & Convention Bureau Inc. this 15 day of Jan, 2018.

Saskatoon Visitor & Convention Bureau Inc.


_____

c/s

Affidavit Verifying Corporate Signing Authority
(No corporate seal)

Canada
Province of Saskatchewan
To Wit:

I, Todd Brandt, of Saskatoon, in the Province of
(name of corporate officer/director) (place)
Saskatchewan, make oath and say:

1. That I am an officer or director of the corporation named in the within instrument.
2. That I am authorized by the corporation to execute the instrument without affixing a corporate seal.

Sworn before me at SASKATOON,
in the Province of Saskatchewan, this
15th day of January, 2018.

Roslyn M. Macala

A Commissioner for Oaths for Saskatchewan

My Commission expires February 28, 2020
(or) Being a Solicitor

[Signature]
(signature of corporate officer/director)

ROSLYN MARINA MACALA
A Commissioner for Oaths in
and for Saskatchewan.
My Appointment expires Feb. 28, 2020