

2025 DELTA CHAMBER OF COMMERCE SERVICE AGREEMENT

THIS AGREEMENT dated as of the 1st day of May 2025.

BETWEEN: **CITY OF DELTA**
a municipal corporation having offices at
4500 Clarence Taylor Crescent
Delta, B.C. V4K 3E2

(“Delta”)

AND: **DELTA CHAMBER OF COMMERCE**
a British Columbia society having an office at
6201 60th Avenue, Delta, B.C. V4K 4E2
(the “**Chamber**”)

WHEREAS:

- A. In 2022, the Chamber and Tourism Delta Society merged operations, resulting in the Chamber creating a tourism advisory committee including representation from the previous Tourism Delta Society Board of Directors and assuming responsibility for services previously performed by Tourism Delta Society pursuant to a services agreement with Delta;
- B. The Chamber is a non-profit organization that provides visitor centre, tourism and business support services in the City of Delta;
- C. Delta is the registered owner of the following lands and premises situated in the City of Delta, which lands and premises are leased to the Chamber for the purpose of providing visitor centre, tourism and business support services:

Civic Address: 6201 60 Avenue, Delta, B.C. V4K 4E2
Legal: PID 008-981-043
Lot 1 District Lot 146 Group 2 New Westminster District Plan 76010; and

- D. The Chamber requested that Delta provide to it certain funding for its visitor centre, tourism and business support services programs, and Delta has agreed to provide the same on the terms and conditions herein set out;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows.

1. SERVICES

During the Term (as defined below), the Chamber will provide those services set forth in Schedules 'A-D' (the "**Services**").

2. FUNDING

Delta will pay to the Chamber a total of \$319,667 in consideration of the Services, subject to the terms and conditions set out in this Agreement.

3. TERM

The term of this Agreement is from May 1, 2025 to December 31st 2026 (the "**Term**"). This is subject to receipt and acceptance of an interim report for the year ending December 31st 2025.

4. CHAMBER COVENANTS

At all times during the Term, the Chamber will:

- (a) use its best efforts to provide good quality Services in a professional manner and to high standards consistent with other similarly-situated chamber of commerce and tourist organizations;
- (b) where reasonably practicable, comply with Delta's requests relating to the provision of the Services;
- (c) provide all supplies, materials and tools necessary for effective delivery of the Services in accordance with the requirements of this Agreement;
- (d) comply with all laws, bylaws, statutes and regulations relating to the Services and any activities conducted by the Chamber in relation thereto; and
- (e) apply any funds received by it from Delta pursuant to this Agreement only to the Services, and not to use or apply any such funds to other services or activities of the Chamber.

5. REPORTS AND SERVICES PLANS

5.1 Services Plan

The Chamber will, on or before November 30th 2025, prepare and deliver to Delta a draft plan of Services (a "**Draft Services Plan**") for the following year, which plan must:

- (a) set out any additional services, programs and activities that the Chamber intends to provide during the next year and include a prospective budget for each such service, program or activity;
- (b) be consistent with and advance the recommendations set out in the Strategic Tourism Plan developed and delivered by Tourism Delta Society;
- (c) list any of the Services that the Chamber does not intend to continue following the expiration of the Term;
- (d) reflect the priorities of the City Council of Delta and any relevant committee regarding the provision of the Services, as communicated by Delta to the Chamber from time to time; and
- (e) include such other information as Delta may reasonably require.

The Chamber will, on or before December 15th 2025, update and finalize the Draft Services Plan as necessary, and deliver to Delta a final plan of Services for 2026, which must address the requirements set out in paragraphs (a) through (e) above.

Delta will use and consider information provided pursuant to this Section in establishing funding for the Chamber for 2025 / 2026, if any. Delta may, in its sole discretion, accept, reject or require modifications to any Services Plan.

5.2 Services Report

The Chamber will, on or before January 31st 2026, prepare and deliver to Delta a comprehensive written report that describes the Services and other activities provided by the Chamber during the Term pursuant to this Agreement, including without limitation:

Tourism Services -

- (a) a summary of online assets / features and activity, including statistics on We Love Delta and other website visits, social media sharing, page views, likes or ratings, and popular topics;
- (b) a report on marketing campaigns Tourism Delta leads or participates in during the Term;
- (c) a summary of any stakeholder engagement performed, including surveys and reports; and
- (d) a summary of all other tourism-related activities performed pursuant to this Agreement;

Visitor Centre Services -

- (e) the total number of people who used Visitor Centre services during the Term (broken down by type of service);

- (f) the regular hours of operation and aggregate hours of the Visitor Centre;
- (g) statistical information related to in-person Visitor Centre services, including:
 - number of individual visitors and visitor parties that used the Visitor Centre during the Term; numbers of outreach interactions, and visitor origins and trip details
- (h) a statistical summary of online Visitor Centre services, including website visits, origin of visitor (if applicable), and time spent on the site (if available);
- (i) a summary of any stakeholder engagement performed relating to visitor servicing, including surveys and reports;

Business Retention and Expansion Services

- (j) a statistical summary of users of business continuity resource webpages on the Chamber website;
- (k) all business retention and expansion materials produced by summer student and / or a supervisor, and details of how such materials were distributed to Delta businesses; and
- (l) a summary of all other business support services provided by the Chamber during the Term pursuant to this agreement; and

Financial Statements - a copy of the most recent financial statements of the Chamber, prepared in accordance with generally accepted accounting principles, as consistently applied by the Chamber.

6. EVENTS OF DEFAULT AND TERMINATION

6.1 Default Notice

If Delta believes that the Chamber is not performing the Services or otherwise failing to observe, perform and comply with the terms of this Agreement, it will provide to the Chamber written notice of such failure (a “**Default Notice**”).

Upon receipt of a Default Notice, the Chamber will correct any and all defaults listed therein as soon as possible and in any event within 30 days of the Default Notice.

6.2 Consequences of Default

In the event that the Chamber fails to remedy a default listed in a Default Notice within 30 days as required by Section 6.1, Delta may, in its sole discretion, terminate this Agreement without further notice. In the event of such a termination, the amount of funding owing by Delta to the Chamber under this Agreement will be proportionately reduced, and the Chamber will refund to Delta any amount previously paid by Delta that exceeds such proportionately-reduced funding amount.

6.3 Termination

Delta may terminate this Agreement without cause on 60 days written notice to the Chamber.

7. INDEMNITY AND INSURANCE

The Chamber hereby agrees to indemnify and save harmless Delta and each of its elected and appointed officials, directors, employees and agents against all losses, claims, actions, damages, liability (except to the extent that it arises out of negligent acts of Delta), costs and expenses, including legal expenses, related to any death, injury, damage to property or any other loss or injury whatsoever that is caused by any act or omission of the Chamber or any of its members, employees, agents or volunteers and arises from or is related to this Agreement or the activities, programs or services referred to herein.

The Chamber will provide to Delta forthwith upon execution of this Agreement proof of liability insurance in the amount of no less than \$5 million and otherwise acceptable to Delta. Such insurance must be endorsed to add Delta as an additional insured and must be maintained at all times throughout the Term.

8. GENERAL PROVISIONS

8.1 No Employment

The Chamber is an independent party and nothing in this Agreement will be construed to constitute an employer/employee relationship between the parties. The Chamber acknowledges and agrees that it is solely responsible for any and all payments and deductions required to be made by law in respect of its employees, including those required for Canada Pension Plan, Employment Insurance, Workers Compensation and Income Tax.

8.2 Statutory Powers

Nothing in this Agreement shall diminish or otherwise interfere with rights enjoyed by Delta by statute or otherwise.

8.3 Notice

Any notice, demand, request, consent or other instrument which may be or is required to be given under this Agreement must be in writing and delivered in person or sent by registered mail postage prepaid addressed to:

(a) in the case of Delta:

Director, Corporate Services
City of Delta
4500 Clarence Taylor Crescent
Delta, B.C. V4K 3E2

Email: mbrotherston@delta.ca

(b) in the case of the Chamber:

Executive Director
Delta Chamber of Commerce
6201 60th Avenue
Delta, B.C. V4K 4E2

Email: executive.director@deltachamber.ca

or such other address as the relevant party may advise the other in writing in advance. Any notice, demand, request, consent or other instrument delivered in accordance with this Section will be deemed to have been received on the day upon which it is delivered in person, or, if mailed, 72 hours following the time of mailing. If the postal service is interrupted or is substantially delayed, any notice, demand, request, consent or other instrument must be delivered in person.

To expedite the delivery of any notice or other document required or permitted to be given by either party to the other, a concurrent email copy of any notice will, where possible, be provided to the other party but nothing in this Section, and specifically the lack of delivery of an email copy of the notice, will affect the deemed delivery provided above.

8.4 Entire Agreement

The parties acknowledge that there is no covenant, representation, warranty, agreement or condition, expressed or implied, collateral to or otherwise forming part of this Agreement and this Agreement constitutes the entire agreement between the parties and shall not be modified except by subsequent agreement in writing of equal formality executed by both parties.

8.5 Enurement

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

8.6 Counterparts

This Agreement may be executed in counterparts, which counterparts will together be construed as one instrument.

IN WITNESS WHEREOF authorized signatories of the parties hereto have executed this Agreement as of the date first above written.

DELTA CHAMBER OF COMMERCE

CITY OF DELTA

Per: _____
Richard Wischniewski
Executive Director

Per: _____
Mike Brotherston
Director, Corporate Services

SCHEDULE A – D SERVICES

The Services comprise the following:

Total 2025 Funding Request: \$142,667 - Funding Period: May 1, 2025-December 31, 2025

Schedule A: \$68,667

Oversee Destination Management + Marketing:

- a. Execute six marketing campaigns:
 - 1) a summer Cycling Campaign to align with the launch of the Barns to Beaches Bike Route, including marketing support for the launch, 2) BC Ale Trail, 3) BC Farmers' Market Trail, 4) The BC Bird Trail 5) Don't Love it to Death, a campaign to promote responsible visitation, and 6) a Fall Dining campaign
- b. Launch the tourism brand identity.
- c. Develop a new tourism consumer-facing website.
- d. Manage ongoing marketing operations and administrative requirements.
- e. Finalize eligibility requirements for the Municipal and Regional District Tax (MRDT) program administered by Ministry of Finance, Ministry of Tourism, Arts and Culture, and Destination BC and submit a final application, should eligibility criteria be met.
- f. Engage industry advocacy and engagement.

Schedule B: \$74,000

Oversee Visitor Centre Operations:

- a. Operate the Visitor Centre weekdays from 10am to 4:30pm and on weekend days, when possible, at 6201 60 Avenue.
- b. Provide Visitor Centre visitors with brochures, maps of Delta, use of the facilities, and advice for specific visitor opportunities.
- c. Hire and manage the Visitor Centre summer staff to ensure sufficient staffing levels of the Visitor Centre and community events and activations. Note that seasonal staffing levels are determined by the amount of Canada Summer Jobs program funding provided.
- d. Creation and maintain an inventory of swag for visitor requests, community events and pop-up visitor services.
- e. Maintain information map boards at the Visitor Centre entrance
- f. Apply for grant funding from the Canada Summer Jobs program to support funding the Visitor Center Street team.
- g. Collect and maintain visitor data as required under the Visitor Service Network Program guidelines.

****The funding requested for Destination Management + Marketing proposal reflects a prorated amount of the annual funding level. Due to the seasonal nature of visitor services, this funding request is not prorated.****

Total 2026 Funding Request: \$177,000 - Funding Period: January 1, 2026-December 31, 2026

Schedule C: \$103,000

Oversee Destination Management in alignment with Delta's Community Tourism Plan and 5- Year Strategic Plan:

- a. Advance destination development, including sector and infrastructure opportunities.
- b. Implement community-first destination management practices that prioritize livability, environmental stewardship, and encourage positive resident-sentiment.
- c. Lead partner engagement initiatives through ongoing communication and engagement with business owners, community groups, tourism operators, and municipal departments.
- d. Management of destination marketing operations, such as the day-to-day marketing functions of website maintenance, content creation, social media engagement, and brand communications.
- e. Deliver seasonal & sectoral marketing campaigns.
- f. Provide administrative oversight & budget management, reporting, and contract management for all destination-related programming.
- g. Actively monitor and apply for relevant grant programs or partnership funding opportunities.
- h. Participate in regional industry advocacy & collaboration by representing Delta in regional tourism forums, policy discussions, and industry development opportunities.

Schedule D: \$74,000

Oversee Visitor Centre Operations:

- a. Operate the Visitor Centre at 6201 60 Avenue.
- b. Provide Visitor Centre visitors with brochures, maps of Delta, use of the facilities, and advice for specific visitor opportunities.
- c. Hire and manage the Visitor Centre summer staff to ensure sufficient staffing levels of the Visitor Centre and community events and activations. Note that seasonal staffing levels are determined by the amount of Canada Summer Jobs program funding provided.
- d. Creation and maintain an inventory of swag for visitor requests, community events and pop-up visitor services.
- e. Maintain information map boards at the Visitor Centre entrance
- f. Apply for grant funding from the Canada Summer Jobs program to support funding the Visitor Center Street team.
- g. Collect and maintain visitor data as required under the Visitor Service Network Program guidelines.

****An updated Schedule C and D will be provided with the Destination Management + Visitor Services 2026 Plan that will be submitted by November 30, 2025.****