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**TO:** GENERAL COMMITTEE

**SUBJECT:** CARDIOVASCULAR REHABILITATION PROGRAM AGREEMENT WITH THE ROYAL VICTORIA REGIONAL HEALTH CENTRE

**WARD:** ALL

**PREPARED BY AND KEY CONTACT:** S. LEE YOUNG, MANAGER OF RECREATION AND CULTURE PROGRAMS, EXT: 5166

**SUBMITTED BY:** R. BELL, DIRECTOR OF RECREATION AND CULTURE SERVICES

**GENERAL MANAGER APPROVAL:** D. MCALPINE, GENERAL MANAGER OF COMMUNITY AND CORPORATE SERVICES

**CHIEF ADMINISTRATIVE OFFICER APPROVAL:** M. PROWSE, CHIEF ADMINISTRATIVE OFFICER

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### **RECOMMENDED MOTION**

1. That the Director of Recreation and Culture Services be authorized to execute an agreement between the City of Barrie and the Royal Victoria Regional Health Centre to allow RVH to utilize the Allandale Recreation Centre to facilitate their Cardiovascular Rehabilitation Program, subject to the agreement conforming to the following;
  - a) The existing administration space at Allandale Recreation Centre shall be altered to accommodate 2 office spaces for use by RVH Cardiac Rehabilitation Staff;
  - b) The conditioning room shall be exclusively used by Royal Victoria Regional Health Centre during designated dates and times;
  - c) The fee for the term shall be \$600 per month, plus a 2% increase in 2023, with an annual review by both parties concerning the potential for the extension of the agreement;
  - d) The City acknowledges that the Royal Victoria Regional Health Centre will operate their Cardiovascular Rehabilitation Program at the Allandale Recreation Centre during the term of the agreement; and
  - e) The agreement shall contain any other terms and conditions deemed necessary by the General Manager of Community and Corporate Services, and the form of the agreement shall be prepared to the satisfaction of the Director of Legal Services.

### **PURPOSE & BACKGROUND**

#### Report Overview

2. The Royal Victoria Regional Health Centre (RVH) has operated the Cardiovascular Rehabilitation Program at the RVH in partnership with and with use of the Barrie YMCA. As the Barrie YMCA is currently rebuilding/relocating, RVH is looking for an interim location. RVH would like to enter into an agreement with the City of Barrie to offer the program

3. RVH has offered the Cardiovascular Rehabilitation Program at the RVH since 2015. The program operated out of the Barrie YMCA location until its closure in 2021. The Cardiac Rehabilitation Program offers a recovery program for those who have experienced a cardiac event. An integral part of the program is getting individuals mobile again and integrated back into the community.
4. The RVH has developed this program to meet the needs of those recovering from cardiac events in the Barrie Area. The program had approximately 220 participants in 2021.
5. The RVH Cardia Rehabilitation program's mission is to enhance experiences by promoting and introducing healthy lifestyle choices within the community. The program not only supports the recovery but also the clients in feeling a sense of belonging in the community. The result of the program is a full recovery and comfort in reintegrating back into the community.

### **ANALYSIS**

6. The Cardiovascular Rehabilitation Program at the Royal Victoria Regional Health Centre offered by RVH does not have a Barrie location currently, while the Barrie YMCA is under construction. The program is offered at the Innisfil Recreation Centre YMCA. The Allandale Recreation Centre has some space and time that can accommodate the delivery of the program.
7. The Allandale Recreation Centre Conditioning room is available for exclusive use at designated dates and times. Shared use of Allandale Recreation Centres fitness centre will be available on the alternate dates.
8. The administration space at the main entrance can be repurposed to accommodate the RVH staff and their clients. This space is located near the main doors of the Allandale Recreation Centre.
9. The administration space will require some small modifications which include installing two walls and doors to create private office spaces. RVH would provide any furnishing and equipment it requires to operate the program.
10. With the understanding that the program will operate on the interim until the Barrie YMCA is complete, the space can be repurposed at that time. The new offices have potential for community partners to rent the space.
11. The cost of the minor renovation is approximately \$8,600.00. Under the terms of the proposed contract, the City of Barrie would cover this cost, as the space may be repurposed in the future.
12. A monthly facility use fee of \$600.00 + HST monthly is proposed to be paid to the City of Barrie for the space accommodation. The agreement is proposed to be until 2023, with the option to renew annually, based on the new build status of the Barrie YMCA.

### **ENVIRONMENTAL AND CLIMATE CHANGE IMPACT MATTERS**

13. There are no environmental and climate change impact matters related to the recommendation.

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## **ALTERNATIVES**

14. The following alternatives are available for consideration by General Committee:

**Alternative #1** General Committee could decide not to proceed with an agreement between the City and the Cardiovascular Rehabilitation Program of the Royal Victoria Regional Health Centre.

This alternative is not recommended as there is a need for this program in Barrie while the new Barrie YMCA is being built.

## **FINANCIAL**

15. The minor capital costs associated with the project of \$8,600 can be accommodated within the Recreation and Culture Services Department budget.

## **LINKAGE TO 2018–2022 STRATEGIC PLAN**

16. The recommendation(s) included in this Staff Report support the following goals identified in the 2018-2022 Strategic Plan:
- Fostering a Safe and Healthy City
17. By providing an interim location for RVH's Cardiovascular Rehabilitation Program, the City will support RVH and their patients who are recovering from cardiovascular challenges and improve their sense of belonging within the community.

APPENDIX "A"

**AGREEMENT REGARDING**  
**FACILITY USE CONTRACT – CITY OF BARRIE ALLANDALE COMMUNITY CENTRE CONDITIONING**  
**ROOM**

BETWEEN:

**THE CORPORATION OF THE CITY OF BARRIE**  
(the "City")

- AND -

**Royal Victoria Regional Health Centre (RVH)**  
(the "Licensee")

WHEREAS:

- A. The City is the owner of certain lands and premises in the City of Barrie commonly known as the **Allandale Recreation Centre**, (the "Facility");
- B. The Licensee has requested that the City grant to the Licensee the right to occupy and use the premises subject to the terms hereinafter contained;
- C. As part of the Licensee's use of the facility, the Licensee shall require access to the designated facility amenities during the set out times attached hereto as Schedule "B"

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties hereto agree as follows, intending the same to be legally binding:

1. LICENSEE

The City hereby grants to the Licensee the right to enter upon, occupy, and use that part of the Facility designated as Conditioning Room, Office, and Fitness Centre (the "Space"). The licensee will use the Space subject to the terms set out in schedule 'A'.

2. TERM

The Term is effective as of April 1<sup>st</sup>, 2022, and may be renewed annually as agreed upon by both parties, in writing, 90 days prior to the end of the Term and each renewal period.

3. FEES

For the right to occupy and use the Space in the Facility for their Cardiovascular Rehabilitation Program, the Licensee will pay to the City rent in the amount of six hundred dollars (\$600.00) plus HST monthly. The City will provide an invoice annually. There will be an annual increase of two percent (2%) per year for each renewal period.

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#### 4. ADDITIONAL CHARGES

The Licensee shall reimburse the City for any additional charges incurred by the City arising out of the use and occupation the Space. These fees shall be subject to applicable Government taxes.

#### 5. PERSONNEL AND EQUIPMENT

- a) The Facility will be open as per its program requirements. For further clarification see Schedule 'A'.
- b) The Licensee shall provide, install, and maintain in the Space such furnishings and equipment as may be required for Licensee activities, at the sole cost and expense of the Licensee. Prior written approval is required from the Facility Supervisor prior to the installation of any furnishings or equipment. All minor capital renovations costs prior to agreement start date will be the City responsibility.
- c) Upon the request of the Licensee, the City may act as agent for the Licensee solely for the purpose of engaging such personnel and/or equipment as the Licensee may require to maintain or alter the Space. The Licensee shall be responsible for any person(s) and/or equipment engaged by the City as agent for the Licensee in all respects and for all purposes hereunder.

#### 6. INDEMNITY

- a) The Licensee shall protect, defend, indemnify, and hold the City harmless from all claims, actions and proceedings including any costs and expenses incurred by the City hereby for loss, damage or injury, including death to any person or persons and property based upon, occasioned by, or attributable to the execution of this agreement or the exercise in any manner of rights arising hereunder except claims for damage resulting from the negligence of the City or any of its officers, employees, servants, or agents while acting within the scope of their duties or employment.
- b) The City shall protect, defend, indemnify, and hold the Licensee harmless from all claims, actions and proceedings including any costs and expenses incurred by the Licensee hereby for loss, damage or injury, including death to any person or persons and property based upon, occasioned by, or attributable to the execution of this agreement or the exercise in any manner of rights arising hereunder except claims for damage resulting from the negligence of the Licensee or any of its officers, employees, servants, or agents while acting within the scope of their duties or employment.

#### 7. INSURANCE

- a) The Licensee agrees to maintain Comprehensive General Liability Insurance in an amount of at least five million dollars (\$5,000,000) and will name the City as an additional insured. The Licensee shall provide a copy of the certificate of insurance prior to the start of the Term and the start of each renewal period, to the satisfaction of the City.
- b) During the term of this agreement the City shall maintain in full force and effect general liability insurance for a minimum of five million dollars for any one occurrence. The City shall provide the Licensee with evidence of insurance upon request.
- c) The Licensee shall give the City thirty (30) days' prior written notice of material change to, cancellation, or non-renewal of the policy.
- d) The Licensee shall protect its employees who are present at the Facility under the Workplace Safety and Insurance Act.

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8. CLAIM

The Licensee shall not have any claim against the City or any of its officers, employees, servants or agents for accident, detriment, damage or injury to any person or persons or property based upon, occasioned by, or attributable to the execution of this Agreement or the exercise in any manner of rights arising hereunder unless such damage or injury is due to the negligence of any officer, employee, servant, or agent of the City while acting within the scope of their duties or employment.

9. LIABILITY

The Licensee shall assume full responsibility for all its employees, invitees, and participants and for all damage to the Space arising out of the Licensee's use and occupation of the Space, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

10. ALTERATIONS

The Licensee agrees that any alterations to the Space within the Facility require prior written approval from the Facility Supervisor. The City agrees to respond in a reasonable time frame with comment as to the approval or not of the requested alterations.

11. CONSTRUCTION LIENS

The Licensee covenants and agrees that it will hold back in its payments to any contract who may construct any alterations or improvements permitted under this Agreement, such amounts as may be required under the provisions of the *Construction Act*, RSO 1990 c. C.30. The Licensee agrees to indemnify and save completely harmless the City from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed by the Licensee, its agents and assigns pursuant to the provisions of this Agreement, and, on demand by the City, the Licensee will take such steps as may be necessary to immediately discharge all liens.

12. RULES AND REGULATIONS

The Licensee shall in all respects, abide by and comply with all applicable laws, rules, regulations, and by-laws of the Federal, Provincial or Municipal Government or any other governing body whatsoever and with all local police, health, or fire regulations or by-laws in any manner affecting the Conditioning Room, Office, and Fitness Centre and the operations of the Licensee hereunder. The Licensee also recognizes that the Space being licensed may have limited accessibility as required by the current building code for people who are mobile restricted.

13. FORCE MAJEURE

Whenever and to the extent that the City shall be unable to fulfil or shall be delayed or restricted in fulfilling any obligation hereunder by any cause beyond its control, including acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, strikes, fires, or floods, the City shall be released from the fulfilment of such obligation during the period it shall be so unable to fulfil or shall be delayed or restricted in fulfilling such obligations. Payments for use of the Space within the Facility during Force Majeure will not be made if Force Majeure is in place for a period of greater than 7 days.



14. TERMINATION

Whenever the Licensee shall fail to observe or perform any of the covenants, agreements or obligations contained in this agreement, the City may, with 30 days prior notice, terminate all rights of the Licensee under this License and all rights of the Licensee under this License shall be absolutely forfeited.

15. DEPOSIT

a) The Licensee agrees to provide the City with payments as outlined in Schedule 'A'.

16. ENUREMENT

This Agreement and everything herein contained shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.

17. ADVERTISING/PROMOTION

All advertising and promotion materials including television, radio, and print, must include the full "Allandale Recreation Centre" name, if the facility's name is used in the advertising. The City of Barrie logo and references are restricted and therefore, the Licensee agrees to abide by the City of Barrie's Advertising policies which will be provided.

18. CONTACT:

201 Georgian Drive Barrie, ON L4M6M2  
By mail to: Manager- Cardiovascular Rehab Program  
By email to: [purchasing@rvh.on.ca](mailto:purchasing@rvh.on.ca)

City of Barrie  
Recreation and Culture Services  
70 Collier St  
PO Box 400  
Barrie, ON  
L4M4T5

**IN WITNESS WHEREOF** the parties hereto have executed this agreement this XX day of XX, 2022.

THE CORPORATION OF THE CITY OF BARRIE

Per: \_\_\_\_\_  
Rob Bell, Director Recreation and Culture Services, City of Barrie

**Royal Victoria Regional Health Centre**

Per: \_\_\_\_\_

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**SCHEDULE A**

1. Hours of use:
  - a. All program times will be held in the Conditioning Room, or unless otherwise agreed. The Office space will be for the exclusive use of the Licensee from the hours of 8am to 8pm on Monday, Wednesday, and Friday of each week. RVH will be permitted to use the Fitness Centre during regular hours of operation, on a non-exclusive.
2. Improvements:
  - a. The Licensee will be permitted to fit out, at its own expense, the space, in accordance with Schedule "B".
  - b. At the expiration or termination of the Agreement the City, at its option, may request the Licensee to remove and restore the space to its original condition.
  - c. In any case all fixed capital improvements shall remain the property of the City.
  - d. The Licensee shall comply with the obligations of the *Construction Act*, RSO 1990 c. C30
3. Facility Use:
  - a) RVH employees and participants will not pay any fees for access to the Facility for Cardiac Rehabilitation programming including the partitions in the agreed upon location in the Space,
  - b) RVH shall be permitted use of the Wi-Fi located in the Facility at no added charge,
  - c) The City will provide, in the office Space, 3 desks,
  - d) The City will provide 3 keys for office Space
  - e) The City will provide cleaning services and garbage removal for office
  - f) RVH will be permitted to locate their computer monitors, printers, filing cabinets, equipment carts, chairs, a scale in the office space,
  - g) RVH will at all times keep the space in a state of good repair and cleanliness. Any repairs of damage to space or equipment will be at the sole cost of the Licensee.
4. The parties agree that Schedule "A" forms part of the Licensing Agreement.





Conditioning Room – Exclusive use at times indicated below

	<u>MONDAYS</u>	<u>TUESDAYS</u>	<u>WEDNESDAYS</u>	<u>THURSDAYS</u>	<u>FRIDAYS</u>
6:00	5:45-6:20am	5:45-6:20am	5:45-6:20am	5:45-6:20am	5:45-6:20am
6:30					
7:00					
7:30	7:30-8:00am	7:30-8:00am			
8:00					8:00
8:30					
9:00	8:50-9:50am	9:15	8:50-9:50am	8:50-9:50am	
9:30					10:00
10:00	RVH CARDIAC PGM (10a - 2p)	10:30am	RVH CARDIAC PGM (10a - 2p)		RVH CARDIAC PGM (10a - 2p)
10:30		10:30			
11:00					
11:30					
noon					
12:30				1:00pm	
1:00					
1:30					
2:00	2:00	2:00-2:30pm		2:00-2:30pm	2:00-2:30pm
2:30			2:30		
3:00					
3:30		3:50		3:50	
4:00					
4:30	5:00pm	5:00pm		5:00pm	
	CITY		RVH CARDIAC PGM (5P-7P)		
	MARIPOSA				
	RVH CARDIAC PGM				

Use of Fitness Centre: Non-exclusive use

	<u>MONDAYS</u>	<u>TUESDAYS</u>	<u>WEDNESDAYS</u>	<u>THURSDAYS</u>	<u>FRIDAYS</u>
6:00					
6:30					
7:00					
7:30					
8:00					
8:30					
9:00			RVH Cardiac Program (8:30am-10:00am)		RVH Cardiac Program (8:30am-10:00am)
9:30					
10:00					
10:30					
11:00					
11:30					
noon					
12:30					
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