



TO:	GENERAL COMMITTEE
SUBJECT:	SOUTHSHORE COMMUNITY CENTRE FACILITY USER AGREEMENT RENEWAL
WARD:	ALL
PREPARED BY AND KEY CONTACT:	P. MCCARRON, MANAGER OF RECREATION AND CULTURE FACILITIES (ACTING), EXT# 5665
SUBMITTED BY:	R. BELL, DIRECTOR OF RECREATION & CULTURE SERVICES
GENERAL MANAGER APPROVAL:	D. MCALPINE, GENERAL MANAGER OF COMMUNITY AND CORPORATE SERVICES
CHIEF ADMINISTRATIVE OFFICER APPROVAL:	M. PROWSE, CHIEF ADMINISTRATIVE OFFICER

RECOMMENDED MOTION

1. That the Mayor and Clerk be authorized to execute a renewed Southshore Community Centre Facility Use Agreement with the Barrie Canoe and Kayak Club, the Barrie Rowing Club, the Rotary Club of Barrie, and the Rotary Club of Barrie-Huronia, subject to the agreement conforming to the following.
 - a) The term of the agreement shall be for a period commencing on the 1st day of May 2022 and ending on the 31st day of December 2026, with an option to extend for an additional five (5) years, subject to such rights of renewal as may be set out in the agreement.
 - b) The Barrie Rowing Club and Barrie Canoe & Kayak Club shall continue to enjoy the exclusive use of the lower level of the Southshore Community Centre;
 - c) The Rotary Club of Barrie-Huronia and the Rotary Club of Barrie shall continue to be provided with right-of-first-refusal to book the Community Hall at the Southshore Community Centre on Tuesdays and Thursdays respectively, for the purpose of holding their weekly lunch hour meetings;
 - d) The Community Partners shall be responsible for funding facility improvements, as follows:
 - i) The Rotary Clubs shall fund facility technological improvements focused on enhanced internet connectivity with a value between \$40,000 to \$50,000; and
 - ii) The Rowing and Canoe Clubs shall fund facility repairs with a value between \$8,000 and \$10,000;
 - e) The rental rates paid by the Barrie Rowing Club to the City shall be inclusive of all occupancy costs including electricity, water, and natural gas in the amount of \$1,110 per annum payable by January 1st of each year of the term, with the fee subject to an annual increase based on the consumer price index (CPI).

- f) The rental rates paid by the Barrie Canoe and Kayak Club, shall be paid to the City which shall be inclusive of all occupancy costs including electricity, water, and natural gas in the amount of \$1,110 per annum payable by January 1st of each year of the term, with the fee subject to an annual increase based on the consumer price index (CPI); and
- g) The agreement contains any other terms and conditions deemed necessary by the General Manager of Community & 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. In 1994, the City of Barrie entered into a 20-year facility use agreement with the Rotary Club of Barrie, The Rotary Club of Barrie-Huron, the Barrie Canoe and Kayak Club, and the Barrie Rowing Club. This long-term agreement was executed by the City as part of the collaboration with the Barrie Rotary Club, the Huronia Rotary Club, the Barrie Rowing Club and the Barrie Canoe Club for the development and construction of a multi-purpose community facility. The Community Partners provided one-third of the funding associated with the redevelopment and expansion of the CN Master Mechanics Building to be operated as the Southshore Community Centre. The original agreement was extended after the initial 20 years, and now requires renewal.

Primary Activities of the Community Partners

- 3. Barrie Rotary is a non-profit community service organization which is a charter member of Rotary International. The Club is an organization of business and professional leaders who provide humanitarian services, encourage high ethical standards in all vocations, and help build goodwill. While Barrie Rotary organizes, plans, and executes a range of different public and private events throughout Barrie on many different occasions throughout the year, for the purpose of this agreement their PRIMARY ACTIVITIES are defined as those weekly meetings of the Barrie Rotary Club which take place at the Facility on Thursdays and which include discussions, presentations, and the consumption of food and beverages.
- 4. Huronia Rotary is a non-profit community service organization which is a charter member of Rotary International. The Club is an organization of business and professional leaders who provide humanitarian services, encourage high ethical standards in all vocations, and help build good will. While Huronia Rotary organizes, plans, and executes a range of different public and private events throughout Barrie on many different occasions throughout the year, for the purpose of this agreement their PRIMARY ACTIVITIES are defined as those weekly meetings of Huronia Rotary which take place at the Facility on Tuesdays, and which include discussions, presentations, and the consumption of food and beverages.
- 5. The Rowing Club is a non-profit organization whose mission is to stimulate, advocate and develop the sport of rowing in the Barrie area and to provide recreational training, and competitive opportunities for its members to participate in the sport. For the purpose of this agreement their PRIMARY ACTIVITIES are defined as any or all of the following:
 - a) The provision of recreational rowing and training opportunities at the Facility, and along the adjacent shoreline, for club members only;
 - b) The storage of boats and other rowing related equipment for club members only;
 - c) The opportunity for club members to interact socially during events specially sanctioned, planned, organized, and executed by the Rowing Club;

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- d) Meetings which have been specifically sanctioned by the Rowing Club, for the purpose of planning and organizing activities and for managing the club's affairs;
 - e) Events which are open to the public and for which the sole purpose is to promote the Rowing Club and its activities to the public with the goal of recruiting new members; and
 - f) Competitive rowing events hosted and organized by the Rowing Club for members and non-members.
6. The Canoe and Kayak Club (formerly named the Barrie Canoe Club) is a non-profit organization whose mission is to stimulate, advocate and develop the sports of canoeing and kayaking in the Barrie area and to provide recreational, training, and competitive opportunities for its members, and community, to participate in these sports. For the purpose of this agreement their PRIMARY ACTIVITIES are defined as any or all of the following;
- a) The provision of recreational paddling and training opportunities at the Facility, and along the adjacent shoreline for club members only;
 - b) The storage of boats and other paddling related equipment for club members only;
 - c) The opportunity for club members to interact socially during events specifically sanctioned, planned, organized, and executed by the Canoe Club, including those of the club's leadership and those for all members;
 - d) Meetings which have been specifically sanctioned by the Canoe Club, for the purpose of planning and organizing activities and for managing the club's affairs;
 - e) Events which are open to the public and for which the sole purpose is to promote the Canoe Club and its activities to the public with the goal of recruiting new members; and
 - f) Competitive paddling events hosted and organized by the Canoe Club for members and non-members.

ANALYSIS

Agreement Overview

7. The following proposed terms for the Southshore Community Centre Facility Use Agreement were developed through negotiations between the City and the Community Partners:
- a) The term of the agreement would be for a period commencing on the 1st day of May 2022 and ending on the 31st day of December 2026, with an option to extend for an additional five (5) years, subject to such rights of renewal as may be set out in the agreement.
 - b) The Rowing and Canoe and Kayak Clubs shall each have exclusive use of portions of the lower level of the Centre dedicated to each Club and shared use of portions of the lower level, as well as the permission to use boat lifts and a dock along the shore.
 - c) The Clubs are required to repair and maintain the above areas.

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- d) The Rotary Club of Barrie-Huron and the Rotary Club of Barrie shall continue to be provided with right-of-first-refusal to book the Community Hall at the Southshore Community Centre on Tuesdays and Thursdays respectively, for the purpose of holding their weekly lunch hour meetings.
 - e) The Barrie Rotary and Huronia Rotary shall together, no later than December 31, 2022 commence and complete facility technological improvements that are mutually agreed upon between the Community Partners and the City. The focus of the improvements shall be to enhance of internet connectivity within the Southshore Centre to provide improved signal strength and reliable connectivity.
 - f) Barrie Rotary and Huronia Rotary shall review and provide written approval for City Planned scope of work, acting reasonably, prior to commencing such work. The technology improvements will be the responsibility of the City for planning, procurement and installation.
 - i) For the purpose of this agreement, the value of the work shall be assumed to be, not less than \$40,000, and shall not exceed \$50,000. Barrie Rotary and Huronia Rotary shall equally pay (\$5,000 each) annually for the cost of technological improvements up to a maximum of \$50,000 (FIFTY-THOUSAND DOLLARS).
 - g) If the City terminates this agreement prior to the end of the term, it will reimburse to Barrie Rotary and Huronia Rotary the cost of the repairs made to a maximum of \$50,000.
 - h) The Rowing Club and Canoe Club shall together, no later than December 31, 2022 commence and complete facility improvements (superficial repairs).
 - i) The Rowing Club and Canoe Club shall provide written notice of the planned scope of repairs, and a description of all materials, fixtures, and equipment to the City, which plans shall be approved by the City, acting reasonably, prior to the Rowing Club/Canoe Club commencing such work.
 - i) For the purpose of this agreement, the value of the work shall be assumed to be, not less than \$8,000, and shall not exceed \$10,000.
 - ii) If the City terminates this Agreement prior to the end of the term, it will reimburse to the Rowing Club and Canoe Club the cost of the repairs made to the facility to a maximum of \$10,000.
8. The proposed Southshore Community Centre Facility Use Agreement between the City of Barrie and the Community Partners will see the City realize an additional approximately \$50,000 investment at the Southshore Community Centre. The agreement will also provide a solid foundation to continuing the existing stable and beneficial relationship between the parties.

ENVIRONMENTAL AND CLIMATE CHANGE IMPACT MATTERS

9. The proposed Southshore Community Centre Facility Use Agreement will permit the continuance of activities on and near the shoreline of Lake Simcoe which are appropriate to the facility's lake side setting. Both the Barrie Rowing Club and the Barrie Canoe and Kayak Club promote environmentally friendly activities which do not pollute or negatively impact the environment, and through which participants stand to gain a better appreciation for Lake Simcoe.

ALTERNATIVES

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

Alternative #1

General Committee could reject the proposed Southshore Community Centre Facility Use Agreement.

This alternative is not recommended. Without a renewed agreement, it would mean displacing the Community Partners from their current long-term home, without adequate time to secure alternate locations for their activities. Furthermore, such a decision would negatively impact on the total usage of the Southshore Community Centre.

Alternative #2

General Committee could alter the proposed Southshore Community Centre Facility Use Agreement by amending any of the proposed terms which have been provided.

Although this alternative is available, the proposed terms have been endorsed by the Community Partners, who have all indicated a willingness to execute an agreement which is consistent with these terms. Altering the proposed terms would mean a risk that one or more of the Community Partners may not support the amended agreement.

FINANCIAL

11. There are no direct financial implications for the Corporation resulting from the proposed recommendation. The rental fees would recover the estimated costs associated with the Clubs' occupancy of the lower level.
12. The Rotary Clubs currently pay a rental fee of \$106.90 per week, for 4-hours use of the Community Hall within the Southshore Community Centre for their weekly lunch meetings. In 2022, these rental charges are expected to generate a total of \$9,500 in revenue to the City of Barrie. These fees recover the City's operating costs for their use of the community hall.

LINKAGE TO 2018–2022 STRATEGIC PLAN

13. The recommendation(s) included in this Staff Report support the following goals identified in the 2018-2022 Strategic Plan:
- ☒ Growing Our Economy
 - ☒ Fostering a Safe and Healthy City
 - ☒ Building Strong Neighbourhoods
14. The community partners Grow Our Community by creating opportunities to help individuals thrive financially and socially. Rotary members train people to become resources for their community, offering networking activities, advice on new business development, and mathematics and financial management training.

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15. The community partners Foster a Safe and Healthy City by offering social events as well as recreational opportunities and events that benefit our residents and attract visitors to our community.
 16. The City of Barrie is central Ontario's premier waterfront community and the Southshore Centre assists in Building Strong Neighbourhoods with its access to Kempenfelt Bay. The community partners utilize and maximize the facility to the greater benefit of the community and its visitors.

THIS AGREEMENT DATED AS OF THE 1ST DAY OF MAY, 2022

**SOUTHSHORE CENTRE
FACILITY USE AGREEMENT**

BETWEEN:

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

-AND-

THE ROTARY CLUB OF BARRIE, ONTARIO, CANADA, INC.
("Barrie Rotary")

-AND-

THE ROTARY CLUB OF BARRIE HURONIA, ONTARIO, CANADA. INC.
("Huronian Rotary")

-AND-

BARRIE ROWING CLUB INC.
(the "Rowing Club")

-AND-

THE BARRIE CANOE AND KAYAK CLUB INC.
(the "Canoe Club")

-FOR-

THE USE OF THE SOUTHSHORE COMMUNITY CENTRE
(the "Facility")

WHEREAS:

- A. Barrie Rotary, Huronia Rotary, the Rowing Club and the Canoe Club are collectively referred to as the "Community Partners";
- B. The City and the Community Partners collaborated on the development and construction of a multi-purpose facility, including community centre and boathouse/training centre, known as the Southshore Community Centre (the "Facility");
- C. The Facility is owned and operated by the City;
- D. The Community Partners wish to continue to use the Facility and the City recognizes the active and ongoing role the Community Partners have in the provision of community and leisure activities on Barrie's waterfront;
- E. The Community Partners have agreed to provide certain financial contributions to the City in addition to the financial contributions originally provided towards the initial development of the Facility.



NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows, intending the same to be legally binding:

PART1: GENERAL TERMS & CONDITIONS

TERM OF AGREEMENT

- 1.1 The term of this Agreement shall be for a period commencing on the 1st day of May 2022 and ending on the 31st day of December 2026, with the option to extend for an additional five (5) years, subject to such rights of renewal as may be set out in the agreement.

INDEPENDENT PARTIES

- 1.2 The Parties act as Independent Parties and no Party has or shall have the right or authority to undertake or create an obligation or responsibility for, or on behalf of, or otherwise bind, any other Party.

ASSIGNMENT

- 1.3 No portion of this Agreement or the rights provided herein shall be assigned, transferred, sublet, or delegated by any Community Partner, in whole or in part, without the prior written authorized consent of the City. Any attempted assignment, transfer, subletting or delegation without the prior written authorization shall be void

SEVERABILITY

- 1.4 Each provision of this Agreement is severable and if any paragraph or portion hereof shall be held invalid for any reason, the remainder shall not thereby be invalidated, but shall remain in full force and effect.

WAIVER

- 1.5 Failure of any Party at any time to require performance by any other Party of any provision herein shall not be deemed a continuing waiver of that provision or a waiver of any other provision of this Agreement, whether or not of the same or similar nature.

HEADINGS

- 1.6 The descriptive headings shall not constitute a part of this Agreement, and no inference shall be drawn from them.

ENTIRE AGREEMENT

- 1.7 This Agreement represents the complete understanding and shall constitute the entire agreement of the Parties respecting the subject matter hereto and shall supersede and revoke all previous agreements, communications, and understandings, either written or oral, between the Parties relative to the subject matter herein.

AMENDMENTS

- 1.8 This Agreement may only be modified or amended by written agreement of the Parties and signed by their authorized representatives.

FORCE MAJEURE

- 1.9 The failure of any Party to fulfill any of its obligations under this Agreement shall not be considered a default to the extent such failure arose from an event that is beyond the reasonable control of a Party and makes that Party's performance of its obligations under this Agreement impossible (or so impracticable as reasonably to be considered impossible in the circumstances), If the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

JURISDICTION

- 1.10 This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario, Canada.

AGREEMENT BINDING

- 1.11 This Agreement shall enure to the benefit of and be binding upon the Parties, their respective successors, heirs, and assigns.

COMMUNICATIONS

- 1.12 Notices shall be provided in person or by means of certified or registered mail as noted below or at such other address as a Party may notify in writing. Notice sent by certified or prepaid registered mail shall be deemed to have been received five (5) working days from the date of mailing.

THE CORPORATION OF THE CITY OF BARRIE

P.O. Box 400
70 Collier Street Barrie, Ontario
L4M 4T5
Attention: City Clerk

BARRIE ROWING CLUB INC.

P.O. Box 29001, Barrie, Ontario
L4N 7W7
Attention: President

THE BARRIE CANOE AND KAYAK CLUB INC.

P.O. Box 23
Barrie, Ontario
L4M 1G0
Attention: President

THE ROTARY CLUB OF BARRIE HURONIA, ONTARIO, CANADA, INC.

P.O. Box 157
Barrie, Ontario
L4M 4T2
Attention: President

THE BARRIE ROTARY CLUB INC.

P.O. Box 272 Barrie, Ontario
L4M 4T2
Attention: President

PART 2: PRIMARY ACTIVITIES

PRIMARY ACTIVITIES

- 2.1 Barrie Rotary is a non-profit community service organization which is a charter member of Rotary International. The Club is an organization of business and professional leaders who provide humanitarian service, encourage high ethical standards in all vocations, and help build goodwill. While Barrie Rotary organizes, plans, and executes a range of different public and private events throughout Barrie on many different occasions throughout the year, for the purposes of this agreement their PRIMARY ACTIVITIES are defined as those weekly meetings of the Barrie Rotary Club which take place at the Facility on Thursdays and which include discussions, presentations, and the consumption of food and beverages. While members of the public may be invited to attend such meetings from time to time, generally they are not open to public participation.
- 2.2 Huronia Rotary is a non-profit community service organization which is a charter member of Rotary International. The Club is an organization of business and professional leaders who provide humanitarian service, encourage high ethical standards in all vocations, and help build goodwill. When Huronia Rotary organizes, plans, and executes a range of different public and private events throughout Barrie on many different occasions throughout the year, for the purposes of this agreement their PRIMARY ACTIVITIES are defined as those weekly meetings of Huronia Rotary which take place at the Facility on Tuesdays, and which include discussions, presentations, and the consumption of food and beverages. When members of the public may be invited to attend such meetings from time to time, generally they are not open to public participation.
- 2.3 The Rowing Club is a non-profit organization whose mission is to stimulate, advocate and develop the sport of rowing in the Barrie area and to provide recreational training, and competitive opportunities for its members to participate in the sport. While the Rowing Club organizes, plans, and executes a range of different public and private events throughout Barrie on many different occasions throughout the year; for the purposes of this agreement their PRIMARY ACTIVITIES are defined as any or all of the following:
 - 2.3.1 The provision of recreational rowing and training opportunities at the Facility, and along the adjacent shoreline, for club members only;
 - 2.3.2 The storage of boats and other rowing related equipment for club members only;
 - 2.3.3 The opportunity for club members to interact socially during events specially sanctioned, planned, organized, and executed by the Rowing Club;
 - 2.3.4 Meetings which have been specifically sanctioned by the Rowing Club, for the purposes of planning and organizing activities and for managing the club's affairs;
 - 2.3.5 Events which are open to the public and for which the sole purpose is to promote the Rowing Club and its activities to the public with the goal of recruiting new members.
 - 2.3.6 Competitive rowing events hosted and organized by the Rowing Club for members and non-members.

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- 2.4 The Canoe Club is a non-profit organization whose mission is to stimulate, advocate and develop the sports of canoeing and kayaking in the Barrie area and to provide recreational, training, and competitive opportunities for its members, and community, to participate in these sports. While the Canoe Club organizes, plans, and executes a range of different public and private events throughout Barrie on many different occasions throughout the year; for the purposes of this agreement their PRIMARY ACTIVITIES are defined as any or all of the following:
- 2.4.1 The provision of recreational paddling and training opportunities at the Facility, and along the adjacent shoreline for club members only;
 - 2.4.2 The storage of boats and other paddling related equipment for club members only,
 - 2.4.3 The opportunity for club members to interact socially during events specifically sanctioned, planned, organized, and executed by the Canoe Club, including those of the club's leadership and those for all members;
 - 2.4.4 Meetings which have been specifically sanctioned by the Canoe Club, for the purposes of planning and organizing activities and for managing the club's affairs;
 - 2.4.5 Events which are open to the public and for which the sole purpose is to promote the Canoe Club and its activities to the public with the goal of recruiting new members; and
 - 2.4.6 Competitive paddling events hosted and organized by the Canoe Club for members and non-members.

PART 3: THE BOATING CLUBS

EXCLUSIVE USE AREAS

- 3.1 The Rowing Club and Its members shall, for the sole and limited purposes of the Primary Activities, have exclusive and uninterrupted use and access to those parts of the Facility identified as Room Nos. 102, 106, and 107 in Appendix "A".
- 3.2 The Canoe Club and its members shall, for the sole and limited purposes of the Primary Activities, have exclusive and uninterrupted use and access to those parts of the Facility identified as Room Nos. 108, and 109 in Appendix "A".
- 3.3 The Rowing Club and the Canoe Club and their members shall, for the sole and limited purposes of the Primary Activities, share exclusive and uninterrupted use and access to those parts of the Facility identified as Room Nos. 101, 105, and 111 (west end) In Appendix "A".
- 3.4 Notwithstanding the foregoing, the City retains the right to close all or a portion of the Facility for planned or emergency maintenance. The City will provide such notice as is reasonable in the circumstances of the closure. No compensation will be payable by the City because of the closure.

USE OF ADJACENT LAND

- 3.5 The Rowing Club and the Canoe Club shall be permitted access to the shore of Kempenfelt Bay over such parts or lands adjacent to the Facility as are reasonably designated by the City for the purposes of carrying out the Primary Activities. The Rowing Club and the Canoe Club will be permitted to install and use boat lifts for lifting safety launches from and lowering to the water and for storing such safety launches when not in use.

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- 3.6 As part of such access the Rowing Club and/or the Canoe Club shall be permitted to have vehicular access to the shore to permit the immediate loading and unloading of equipment only. For such access, the Rowing Club and the Canoe Club agree that all vehicles will follow an access path as established by the City and amended from time to time as conditions require. For safety, spotters must be used to ensure the safety of the public.
- 3.7 The Rowing Club and the Canoe Club will ensure that any event or activity planned, organized, and executed on the lands immediately adjacent to the Facility complies with any policies which may be enacted by the City pertaining to special events, and further agrees to follow any associated application or approval process for all such events.

MAINTENANCE, UPKEEP, AND IMPROVEMENTS

- 3.8 With respect to the exclusive use areas defined above in Articles 3.1, 3.2 and 3.3, (and herein referred to as the ("Boating Areas"), the Rowing Club and/or the Canoe Club, as applicable, covenant with the City as follows:
- 3.8.1 To well and sufficiently repair, maintain, amend and keep the Boating Areas with the appurtenances in good and substantial repair and all fixtures and things thereto belonging or which at any time during the term shall be erected and made when, where and so often as need shall be and without limiting the generality of the foregoing, well painted, clean and in such condition as a careful owner would keep them;
- 3.8.2 To permit the City or its agents to enter the Boating Areas at all reasonable times to view their state of repair, condition and use and to make such repairs, alterations, improvements or additions as the City deems advisable;
- 3.8.3 To not commit, suffer, permit or carry on anything in or about the Boating Areas that shall reasonably be deemed to be, or result in, a nuisance or which shall be reasonably deemed to be offensive or an annoyance to the City or to other occupiers or users (temporary or otherwise) of the Facility;
- 3.8.4 At their own expense, to install, maintain and provide fixtures for the Boating Areas required by them, which works or fixtures shall be performed, installed or completed in a good and workmanlike manner, with first class materials, and in compliance with all building standards, rules and regulations that would govern such construction;
- 3.8.5 To not commence any construction or material change to the Boating Areas without the written consent of the City, which consent shall not be unreasonably withheld;
- 3.8.6 To observe the provisions and requirements of all statutes, Orders-in-Council, by-laws, rules and regulations, municipal or parliamentary relating to the use of the Boating Areas;
- 3.8.7 Upon termination, to yield unto the City the Boating Areas with appurtenances together with all buildings, erections and fixtures erected or made by the City therein in good and substantial repair and condition reasonable wear and tear and damage by fire, lightning, tempest and acts of God only excepted;
- 3.8.8 Upon termination, to remove all fixtures and improvements, personal to the use of the Rowing Club or the canoe Club, from the Boating Areas after all rent due has been fully paid, provided that the Boating Areas are returned to the same state and condition as prior to the installation or construction of such fixtures or improvements.



CONTRIBUTION TO THE FACILITY

- 3.9 The Rowing Club and Canoe Club shall together, no later than December 31, 2022 commence and complete facility improvements (superficial repairs).
- 3.9.1 The Rowing Club and Canoe Club shall provide written notice of the planned scope of repairs, and a description of all materials, fixtures, and equipment to the City, which plans shall be approved by the City, acting reasonably, prior to the Rowing Club/ Canoe Club commencing such work.
- 3.9.2 For the purposes of this agreement, the value of the work shall be assumed to be, not less than \$8,000, and shall not exceed \$10,000.
- 3.9.3 If the City terminates this Agreement prior to the end of the term, it will reimburse to the Rowing Club and Canoe Club the cost of the repairs made to the facility to a maximum of \$10,000.

RENT

- 3.10 For the rights and benefits defined in this agreement, including but not limited to the assignment of exclusive areas within the Facility as defined below, the **Rowing Club** shall pay rent to the City which shall be inclusive of all occupancy costs including electricity, water, and natural gas in the amount of \$1,100 per annum payable by January 1st of each year of the term. The fee is subject to an annual increase based on the consumer price index (CPI).
- 3.11 For the rights and benefits defined in this agreement, including but not limited to the assignment of exclusive areas within the Facility as defined below, the **Canoe Club** shall pay rent to the City which shall be inclusive of all occupancy costs including, electricity, water, natural gas in the amount of \$1,100 per annum payable by January 1st of each year of the term. The fee is subject to an annual increase based on the consumer price index (CPI).

USE OF THE COMMUNITY HALL

- 3.12 The Canoe Club shall be permitted to rent the Community Hall for its monthly meetings presently held on the second Monday of the month from 6:00 – 10:00 p.m. save and except the months of June through September. The facility use fee for four (4) hours of use of the Community Hall shall be \$30.08 per hour for the term of this agreement. The fee is subject to an annual increase based on the consumer price index (CPI).

PART 4: THE ROTARY CLUBS

USE OF THE COMMUNITY HALL

- 4.1 Barrie Rotary shall have a first right of refusal, annually, to rent the Community Hall for its weekly noon hour meetings, presently held on Thursdays, or on such other weekday as the City may agree, save and except for the day on which Huronia Rotary holds a first right of refusal. The facility use fee for five (5) hours use of the Community Hall shall be fixed at \$106.09 for the term of this Agreement. The fee is subject to an annual increase based on the consumer price index (CPI).

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- 4.2 Huronia Rotary shall have a first right of refusal, annually, to rent the Community Hall for its weekly noon hour meetings, presently held on Tuesday, or on such other weekday as the City may agree, save and except for the day on which Barrie Rotary holds a first right of refusal. The facility use fee for five (5) hours use of the Community Hall shall be fixed at \$106.09 for the term of this Agreement. The fee is subject to an annual increase based on the consumer price index (CPI).
- 4.3 A notice to exercise the first right of refusal for a year, commencing January 1st, shall be provided to the City, in writing, prior to the first day of July, of the preceding calendar year. Upon such notice having been provided, it shall be deemed to have been automatically renewed from year to year thereafter, whereby no further notice to the City is required.
- 4.4 The City may, up to three (3) times per year, relocate a meeting of the Barrie Rotary or Huronia Rotary to a similar facility on the same day and time, where providing an alternate location will allow the City to host a large scale, all day or multi-day event at the Facility. The City will provide the Barrie Rotary or Huronia Rotary with 30 days' notice.
- 4.5 Notwithstanding the foregoing, the City retains the right to close the Facility or the Community Hall for planned or emergency maintenance. The City will provide such notice as is reasonable in the circumstances of the closure. No compensation will be payable by the City because of a closure.
- 4.6 The Barrie Rotary and the Huronia Rotary are permitted to display within the Community Hall, casement signs, plaques and other awards pertaining to Rotary activities and operations, provided such displays are pre-approved by the City, acting reasonably.
- 4.7 The Barrie Rotary and the Huronia Rotary are permitted to use and maintain those storage cabinets located in the south wall of the Community Hall for the sole purpose of storing items and supplies required for the weekly meetings described above. Each of the Barrie Rotary and Huronia Rotary agree that:
- 4.7.1 No items that could harm the Facility or its occupants, including but not limited to, flammable, explosive or other hazardous materials will be stored in the storage cabinets.
- 4.7.2 They will be solely responsible for affixing any required locks to the cabinets.
- 4.7.3 The City will have no liability related to the loss of any items stored in the cabinets.

EXCLUSIVE STORAGE AREAS

- 4.8 Barrie Rotary and Huronia Rotary and their members shall share exclusive use, during permitted use timeframes, to that part of the Facility identified as Room No. 217 – storage units #7 and #8, in Appendix B (the "Rotary Storage Area"). Access to the storage units outside of permitted time will be coordinated with City staff to prevent disruption to other permitted users at the facility.
- 4.9 Barrie Rotary and Huronia Rotary, as applicable, covenant with the City as follows:
- 4.9.1 To use the Rotary Storage Area for the sole and limited purpose of storing items related to their Primary Activities.
- 4.9.2 To ensure all items stored within the Rotary Storage Area are stored in safe and secure manner, and to ensure that no items which could harm the Facility or its occupants, including but not limited to flammable, explosive, or other hazardous materials are brought into or stored within the Rotary Storage Area.

- 4.9.3 At their own expense, to install, maintain and provide fixtures for the Rotary Storage Area required by them, which works, or fixtures shall be performed, installed or completed in a good and workmanlike manner, with first class materials, and in compliance with all building standards, rules and regulations that would govern such construction.
- 4.9.4 To permit the City or its agents to enter the Rotary Storage Area at all reasonable times to view their state of repair, condition and use and to make such repairs, alterations, improvements, or additions as the City deems advisable.
- 4.9.5 To not commence any construction or material change to the Rotary Storage Area without the written consent of the City.
- 4.9.6 To observe the provisions and requirements of all statutes, Orders-In-Council, by-laws, rules and regulations, municipal or parliamentary relating to the use of the Rotary Storage Area.
- 4.9.7 Upon termination of this Agreement, to remove all fixtures and items, personal to the use of the Rotary Clubs, from the Rotary Storage Area after all rent due has been fully paid, provided that the Rotary Storage Area are returned to the same state and condition as prior to the installation or construction of such fixtures or improvements.

CONTRIBUTION TO THE FACILITY

- 4.10 Barrie Rotary and Huronia Rotary shall together, no later than December 31, 2022 commence and complete facility technological improvements that are mutually agreed upon between the Community Partners and the City. The focus being the improvement of internet connectivity within the Southshore Centre to provide improved signal strength and reliable connectivity.
 - 4.10.1 Barrie Rotary and Huronia Rotary shall review and provide written approval for the City planned scope of work, acting reasonably, prior to commencing such work. The technological improvements will be the responsibility of the City for planning, procurement and installation.
 - 4.10.2 For the purposes of this agreement, the value of the work shall be assumed to be, not less than \$40,000, and shall not exceed \$50,000.
 - 4.10.3 If the City terminates this Agreement prior to the end of the term, it will reimburse to Barrie Rotary and Huronia Rotary the cost of the repairs made to a maximum of \$50,000.
- 4.11 Barrie Rotary and Huronia Rotary shall equally pay (\$5, 000 each) annually for the cost of technological improvements up to a maximum of \$50,000 (FIFTY-THOUSAND DOLLARS) in accordance with the following schedule:

Barrie Rotary:	Huronia Rotary:
\$5,000 on or before January 1, 2023	\$5,000 on or before January 1, 2023
\$5,000 on or before January 1, 2024	\$5,000 on or before January 1, 2024
\$5,000 on or before January 1, 2025	\$5,000 on or before January 1, 2025
\$5,000 on or before January 1, 2026	\$5,000 on or before January 1, 2026
\$5,000 on or before January 1, 2027	\$5,000 on or before January 1, 2027

(or such lesser amount as required based on the actual cost of Installation)

DIGITAL ROAD SIGN

- 4.11.1 The Sign includes a programmable digital display area which will be capable of displaying timed messages in a repeatable cycle.
- 4.11.2 The Sign shall be made available to the Community Partners to communicate and/or promote exclusively their organizations, events, activities, and initiatives, such messages being approved by the City. The Community Partners shall not use the Sign to communicate and/or promote any other organizations, or any events, activities, or Initiatives of any other groups.
- 4.11.3 The Sign shall be programmed to display messages such that the total display time, not Including time allocated Identifying the Facility, is allocated to the City and the Community Partners in the following manner:
- The Rowing Club shall be allocated no more than 20% in any 5-minute period.
 - The Canoe Club shall be allocated no more than 20% In any 5-minute period.
 - Barrie and Huronia Rotary shall be allocated no more than 40% in any 5-minute period.
 - The City shall be allocated the balance of available time, including any unused allocations as defined above.

PART 5: ADDITIONAL BENEFITS AND RIGHTS

PARKING

- 5.1 All vehicles belonging to or used by the Community Partners, and/or their members shall be at all times when in the vicinity of the Facility parked in the designated parking lots and spaces only, except when such vehicles are being used by the Rowing Club and Canoe Club to access the shore of Kempenfelt Bay. Boat trailers are not permitted to be left in the parking tot without prior written authorization.
- 5.2 The Community Partners acknowledge that the City has the right to establish, modify, and/or cancel fees for parking in designated parking areas at or near the Facility and to administer the collection and enforcement of such fees having duly passed by-laws pertaining to these matters.
- 5.3 Notwithstanding the above, the City will provide to the Community Partners a number of parking passes which will exempt their members from having to pay such parking fees as described above, where these members will not already have qualified for any exceptions already established by the City for Its residents or others.
- 5.3.1 The Community Partners shall provide to the City, in each year of the agreement, a current list of postal codes pertaining to the residential addresses for each and every one of their members, having segregated the list into two parts showing those members who are residents of the City of Barrie, and those who reside outside of the City. This list will be used by the City to determine the number of parking passes to be provided to the Community Partners.
- 5.4 The Community Partners further acknowledge that the City will not under any circumstances be responsible for any parking fees and/or fines pertaining to any vehicle belonging to the Community Partners or their members or pertaining to the use - whether proper or improper - of any parking passes provided by the City to the Community Partners

- 5.5 Enforcement Services will not issue parking tickets at the Southshore Community Centre during the meeting times of the Rotary Clubs for Barrie & Huronia per Council Motion 19-G-276. Club members will no longer be required to display parking passes.
- Huronia Rotary meets weekly on Tuesdays from 10:00 a.m. to 3:00 p.m.
 - Barrie Rotary meets weekly on Thursdays from 10:00 a.m. to 3:00 p.m.

ADDITIONAL USE

- 5.6 The Community Partners may rent the Community Hall or the Meeting Room for other purposes not defined as a Primary Activity ("Additional Use"). The City's general policies concerning use and rental of the Facility in effect at the time of such rental shall be followed and shall govern such Additional Use by the Community Partners.
- 5.7 The Community Partners acknowledge that the City in its sole discretion may establish, alter, or otherwise change policies, procedures and regulations regarding use and rental of the Facility by the community at large, insofar as such general policies will not contravene any portion of this agreement or serve to limit the Primary Activity of the Facility by the Community Partners. These general policies may include, but not be limited to:
- the rent to be charged for such uses; the process for allocating facility availability to requested community uses, including the deadlines for recurring requests; regulations concerning acceptable and prohibited uses and activities.

PART 6: CLAIMS, LIABILITY AND INSURANCE CLAIM OR DEMAND

- 6.1 The Community Partners shall not have any claim or demand against the City or any of its servants or agents for damage, accident or injury of any nature whatsoever or however caused at or to the Facility, or to any person or property, including any structures, equipment, materials, supplies, vehicles or any other articles on or about the said lands, unless such demand or injury is due to the negligence of the City or any of its servants or agents.

LIABILITY AND INDEMNITY

- 6.2 The Community Partners shall at all times indemnify and save harmless the City and any of its servants or agents from any claims and demands by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this agreement.

INSURANCE

- 6.3 The Rowing Club and the Canoe Club (collectively the "Boating Clubs") shall, as a condition of the continued occupation of their shared or exclusive use areas of the Facility, provide the City with a certificate of property damage and public liability insurance covering themselves and the City in respect of their shared and exclusive use areas of the Facility and their use and occupancy thereof. Such property damage and public liability insurance coverage is to be written on a comprehensive basis with limits of not less than Two Million (\$2,000,000.00) Dollars for bodily injury to any one or more persons or property damage, or at such higher limits as the City may reasonably require from time to time.

- 6.4 The Boating Clubs shall comply promptly with all requirements of the Canadian Underwriters Association or of any insurance policy, now or hereafter in effect, pertaining to or affecting their use of the Facility. If any insurance upon the Facility, or any part thereof, shall be cancelled or shall be threatened by the Insurer to be cancelled or the coverage thereunder reduced in any way by the Insurer by reason of the use and occupation of their shared or exclusive use areas of the Facility, or any part thereof, by the Boating Clubs or by any authorized assignee or subtenant of them or by anyone permitted by them to be upon their shared or exclusive use areas of the Facility, and, if the Boating Clubs fail to remedy the condition giving rise to the cancellation, threatened cancellation or reduction of coverage within 48 hours after notice thereof by the City, the City may, at its option either (I) terminate this Agreement with respect to the breaching Party, or (II) enter upon the shared and/or exclusive use areas of the breaching Party and remedy the condition giving rise to such cancellation, threatened cancellation or reduction and the breaching Party shall forthwith pay the costs thereof to the City, which costs may be collected by the City as rent and the City shall not be liable for any damage or injury caused to any property of the breaching Party or of others located in the shared or exclusive use areas of the breaching Party in the Facility as a result of such entry.
- 6.5 Barrie Rotary and Huronia Rotary (collectively the Rotary Clubs) shall place and, at all times, maintain during the term of this agreement, insurance coverage to an amount of Two Million (\$2,000,000) Dollars against public liability and property damage arising out of any of the operations of the Rotary Clubs under this agreement, or any of the acts or omissions of the Rotary Clubs or any of their servants or agents with, on or about the Facility. Evidence of such insurance coverage shall be lodged with the City.

PART 7: TERMINATION AND RENEWAL

TERMINATION

- 7.1 This Agreement will terminate with respect to any of the Community Partners on the occurrence of any of the following events:
- 7.1.1 The Community Partner fails to exist as a Corporation or its Charter has been revoked or forfeited;
 - 7.1.2 The Community Partner breaches, and does not cure such breach within thirty (30) days from the occurrence thereof, any material term or condition of this Agreement;
 - 7.1.3 The Community Partner engages in any illegal act or unethical conduct;
 - 7.1.4 The Community Partner provides notice, in writing, to the City of its intention to terminate;
 - 7.1.5 The Community Partner fails to meet any of its financial commitment, whether through rent or contribution to the City as defined in this agreement; or
 - 7.1.6 In the case of the Rowing Club or the Canoe Club, the Community Partner abandons, vacates or fails to occupy its portion of its exclusive use areas.
- 7.2 The City may terminate this Agreement if it provides one year's notice, in writing, to the Community Partners.



- 7.3 If the City terminates this Agreement with respect to Barrie Rotary and Huronia Rotary pursuant to Article 7.2, the City shall pay and return forthwith to each of Barrie Rotary and Huronia Rotary an amount equal to the contributions made with respect to facility improvements prior to the date of termination without interest.
- 7.4 If the City terminates this Agreement with respect to the Rowing Club or the Canoe Club pursuant to Article 7.2, it shall use its best efforts to provide a suitable alternative waterfront site for them.

RENEWAL

- 7.5 This agreement may be extended by additional 5-year period, to December 31, 2031, upon the mutual agreement of the City and all the Community Partners. The City shall provide the Community Partners with notice of its interest in extending the agreement no later than February 1, 2026.

If the City and the Community Partners mutually agree to extend the term of this agreement in accordance with Article 7.5 no further payment from Barrie Rotary or Huronia Rotary will be owed-save and except the usual fees paid by the Rotary Clubs for the use of the Community Hall space.

IN WITNESS WHEREOF each of the parties have caused the Agreement to be executed by its duly authorized officers having authority to bind the Community Partners as of the date first above written.

THE CORPORATION OF THE CITY OF BARRIE

Per: _____, Mayor
{Signature} {Printed Name}

Per: _____, Clerk
{Signature} {Printed Name}

THE ROTARY CLUB OF BARRIE, ONTARIO, CANADA INC.

Per: _____, Pres/Chair
{Signature} {Printed Name}

Per: _____, VP/Exec
Member {Signature} {Printed Name}



THE ROTARY CLUB OF BARRIE HURONIA, ONTARIO, CANADA INC.

Per: _____, Pres/Chair
{Signature} {Printed Name}

Per: _____, Sec/Exec
Member
{Signature} {Printed Name}

BARRIE ROWING CLUB INC.

Per: _____, Pres/Chair
{Signature} {Printed Name}

Per: _____, Sec/Exec
Member
{Signature} {Printed Name}

BARRIE CANOE & KAYAK CLUB INC.

Per: _____, Pres/Chair
{Signature} {Printed Name}

Per: _____, Sec/Exec
Member
{Signature} {Printed Name}