
TO: GENERAL COMMITTEE

SUBJECT: AAA U18 DRESSING ROOM FACILITY AGREEMENT

WARD: ALL

PREPARED BY AND KEY CONTACT: K. DATEMA, MANAGER RECREATION & CULTURE FACILITIES, EXT: 4799

SUBMITTED BY: D. BELL, DIRECTOR RECREATION AND CULTURE SERVICES

GENERAL MANAGER: D. MCALPINE, GENERAL MANAGER COMMUNITY AND CORPORATE SERVICES

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

RECOMMENDED MOTION

1. That the Director of Recreation and Culture or designate be authorized to execute the facility use agreement attached as Appendix "A" to Staff Report REC003-23 with the Barrie Colts AAA U18 hockey team to utilize space at the Peggy Hill Team Community Centre as a semi-exclusive team dressing room.

PURPOSE & BACKGROUND

2. The City of Barrie and the Barrie Colts AAA Hockey Association have a long-standing relationship. The organization operates out of various City of Barrie recreation centres to facilitate their program. The U18 team plays out of the Peggy Hill Team Community Centre which is home to practices and games.
3. The City of Barrie is home to the Barrie Colts of the Ontario Hockey League which is considered major junior hockey. However, the City does not have a tier 2 junior hockey team which is the next level below major junior.
4. In the absence of a tier 2 junior hockey team, the Barrie Colts AAA U18 is the highest level of play for the oldest age bracket. Players on this team are eligible, based on age, to play for tier 2 junior hockey teams outside of Barrie.
5. The AAA organization is looking to retain the local talent within the U18 program rather than see these players leave for adjacent communities with tier 2 junior hockey programs that offer dedicated dressing rooms as part of the appeal. The AAA U18 team seeks to improve their program by providing elite level coaching and amenities to attract and retain players. An integral component of their plan is to provide a dedicated dressing room space for the semi-exclusive use of the team.
6. Most U18 AAA teams that the Barrie Colts U18 AAA team compete against have a dedicated dressing room in their home arenas. This allows players to keep their equipment at the rink for practices and home games. It provides a sense of home and belonging and is a place where awards and achievements, such as banners, can be displayed proudly.

7. The Barrie Colts AAA U18 hockey program has been developed to meet the needs of elite level players from Barrie and the surrounding area to realize their goals of playing hockey at the collegiate level.

ANALYSIS

8. This project has a reciprocal benefit as it would fulfill a need by a community partner and adds a new revenue stream to the City.
9. The Barrie Colts AAA U18 team would have an opportunity to enhance its program and retain local talent that may otherwise leave for a tier 2 junior hockey team.
10. The team utilizes Rink 1 at the Peggy Hill Team Community Centre and this is the facility where the semi-exclusive dressing room would be provided for the team. To that end the Barrie Colts AAA U18 organization would like to enter into a facility use agreement pilot project with the City for the seasonal rental of the space during the ice season which is 7 months in duration.
11. The facility use agreement would be a three (3) year pilot to determine if this use is of benefit to the team and the City. If approved, the pilot would be for the 2023/2024 season through to the 2025/2026 season.
12. Under the proposed agreement, the City of Barrie would have use of the room as required for tournaments and other needs provided notice is issued to the Barrie Colts AAA U18 in advance so they can vacate the room temporarily. This is defined as semi-exclusive whereby the U18 AAA will make the dedicated room available to the City as required.
13. The Barrie Colts U18 AAA agrees that any alterations to the Dressing Room area will be submitted to the City for approval. The City agrees to respond in a reasonable time frame with comment as to the approval or not of the requested alteration. The cost for alterations will be the responsibility of the AAA organization. Alterations may include adding temporary carpeting with the Barrie Colts logo, adhesive wall logos and a magnetic door logo.
14. The fee of \$7,000 per year with a 2% annual increase for the semi-exclusive dressing room use is based on:
 - A comparative rental rate of \$24/sq. ft. based on the Barrie Jr. Sharks' existing contract for exclusive space at East Bayfield Community Centre
 - Only 7 months of semi-exclusive seasonal use for the hockey season and must vacate for non-ice use such as lacrosse and ball hockey.
 - Semi-exclusive use means the City will require the use of the space for 5-7 tournaments per season which requires the U18 AAA team to remove all player equipment to allow use by other athletes. In addition, the City retains the right to use the dressing room as required with appropriate notice to the AAA team.
 - Alterations to the room are non-permanent.
 - No additional amenities are included beyond the standard showers and washroom fixtures.
15. In comparison, the Barrie Sharks Jr. hockey team has an agreement in place at East Bayfield Community Centre for the re-purposed lunchroom. The space was renovated and transitioned into a dressing room with a kitchenette and training space, at the expense of the team, to provide the club 12 months' exclusive use of the room.

The agreement with the Jr. Sharks has the following incremental benefits which are not part of the proposed semi-exclusive use of a dressing room for AAA:

- Exclusive use of the room 12 months of the year which does not require them to vacate.
- The dressing room contains a kitchenette and space for fitness equipment.
- Permanent fixtures such as carpeting, cubicles, and kitchenette appliances are available for the benefit of their players.

ENVIROMENTAL MATTERS

16. There are no environmental matters related to the recommendation.

ALTERNATIVES

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

Alternative #1 General Committee could maintain the existing policy with respect to dressing room allocation on an as needed basis. (i.e., Status Quo)

This alternative is not recommended as it would not address the request from the team and would prevent a pilot project from occurring so the City can evaluate if this is a beneficial endeavour.

FINANCIAL

18. The capital costs associated with the project will be borne by the team. There will be no additional costs to the City in operation. There will be a net revenue gain to the City. No additional staff resources will be required to implement the recommendation.
19. The City will receive rental revenue for the use of the dressing room in the amount of \$7,000 per season.

LINKAGE TO 2022-2026 STRATEGIC PRIORITIES

20. The recommendation(s) included in this Staff Report support the following goals identified in the 2022-2026 Council Strategic Priorities:
- Thriving Community

APPENDIX "A"

FACILITY USE CONTRACT

BETWEEN:

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

- and -

BARRIE COLTS AAA U18 HOCKEY TEAM
(the "Licensee")

WHEREAS:

- A. The City is the owner of certain lands and premises in the City of Barrie commonly known as the **Peggy Hill Team Community Centre (PHTCC)**, (the "Facility");
- B. The Licensee has requested the City to grant to the Licensee the right to occupy and use a portion of the Facility subject to the terms hereinafter contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and subject to the conditions hereinafter set out, the parties hereto agree as follows:

LICENSE

1. The City hereby grants to the Licensee a license and right to enter upon, occupy, and use that part of the Facility designated as Peggy Hill Team Community Centre (PHTCC) Dressing Room A, RINK ONE, (the "Dressing Room"). The Licensee will use the Dressing Room subject to the terms set out in schedule 'A'.

The Term for the three (3) year seasonal pilot project will be (the 'season'):

Season 1 – September 20, 2023 to April 1, 2024
Season 2 – September 1, 2024 to April 1, 2025
Season 3 – September 1, 2025 to April 1, 2026

The Licensee shall provide a reasonable schedule outlining the times it requires access to the Dressing Room pre-season. This will also serve as the pre contract fit out period for room alterations.

The dressing room will be vacated at the end of the season to allow for other uses during non-ice season.

FEES

2. For the right to occupy and use the premises for a team dressing room, the Licensee will pay to the City, rent for the season in the amount of SEVEN THOUSAND DOLLARS (\$7000.00) plus HST, plus any additional applicable taxes. This fee will be increased by 2% annually.

This fee is in addition to the ice rental agreement fees, a schedule of which is attached.

ADDITIONAL CHARGES

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

FOOD

4. The City shall have the sole and exclusive right to the distribution of all food and beverages at the Facility including all catering services and provision.

PERSONNEL AND EQUIPMENT

5. The Licensee, at its own expense, shall employ such personnel as it may require maintaining the Dressing Room, which personnel shall have reasonable access to the Dressing Room for all purposes, as may be approved by the Facility Supervisor. The facility will be open as per its program requirements. For further clarification see schedule 'A'

6. The Licensee shall provide, install, and maintain in the Dressing Room such furnishings and equipment as may be required for Licensee hockey activities, all at the cost and expense of the Licensee provided that no furnishings or equipment shall be installed until the plans have been approved by the City's Facility Supervisor. The Licensee is responsible for all permits, inspections (electrical and fire inspections) etc.

7. Upon the request of the Licensee, the City may act as agent for the Licensee solely for the purpose of engaging, in the name of the Licensee, such personnel or equipment, or both, as the Licensee may require maintaining or altering the space. Any person(s) or equipment, or both, engaged by the City as agent for the Licensee and the Licensee shall be responsible for such employee(s) or equipment, or both, in all respects and for all purposes hereunder.

SAVE HARMLESS

8. The Licensee shall protect, defend, indemnify and save 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.

INSURANCE

9. The Licensee agrees to maintain Comprehensive General Liability Insurance in an amount of at least TWO MILLION DOLLARS (\$2,000,000.00) with nil deductible (or pay a deposit equal to the deductible) and adding the City's name as insured and to provide a certificate of such insurance at least one month prior to the season. The certificate must state the dates of and when the insurance policy(s) expire.

CLAIM

10. 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.

LIABILITY

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

ALTERATIONS

12. The Licensee agrees that any alterations to the Dressing Room area will be submitted to the City for approval. The City agrees to respond in a reasonable time frame with comment as to the approval or not of the requested alteration.

RULES AND REGULATIONS

13. 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 Dressing Room and the operations of the Licensee hereunder. The Licensee also recognizes that the Facility has limited accessibility for people who are mobile restricted. The Licensee agrees to the terms in schedule 'A'.

FORCE MAJEURE

14. 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.

TERMINATION

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

16. The City may terminate this License without cause upon providing sixty (60) days prior written notice to the Licensee.

17. The Licensee agrees to provide the City with payment as outlined in schedule 'A'

VALIDITY

18. This Agreement will cease to be valid if not fully executed by both parties on or before **October 1, 2023**.

BINDING EFFECT

19. This Licensing 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.



ADVERTISING/PROMOTION

20. All Event advertising/promotion including television/radio and print, must include the full "Peggy Hill Team Community 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.

CONTACT:

Barrie Colts AAA U18 Hockey Club
C/O
Greg Hotham – Chairman, Barrie Colts AAA

IN WITNESS WHEREOF the parties hereto have executed this agreement this _____ day of _____, 2023.

THE CORPORATION OF THE CITY OF BARRIE

Per: _____
Dan Bell, Director of Recreation & Culture Services

BARRIE COLTS U18 AAA HOCKEY CLUB

Per: _____
Barrie Colts AAA (Greg Hotham)

SCHEDULE A

Peggy Hill Team Community Centre

Preamble to Agreement:

Whereas the Licensee is seeking to obtain space to establish a semi-permanent dressing room in their "home arena", this Schedule A to the subject Rental Contract outlines the terms of said occupancy and will be attached to the seasonal ice contract.

- 1) Base Rate: \$7000.00 (Seven Thousand Dollars) plus HST and any other applicable taxes
- 2) Season: The season term shall be from September 1st to April 1st annually.
At the end of the season the licensee will vacate the rooms and remove all non-fixed equipment from the Dressing Room.
- 3) Option: The Licensee shall have the right to negotiate with the City for use of the space in the "off season" months with additional fees and regulations to be determined.
- 4) Hours of use: The facility hours of use will be from 6:00a.m. until 11:00p.m. from Monday through Sunday. These hours are based on the scheduled program use of the facility.
All other hours of access will be with the prior written approval of the Facility Supervisor.
- 5) Improvements: The Licensee will be permitted to fit out, at its own expense, the space.
These alterations can include but are not limited to the addition of shelves, lockers, cabinet, whiteboards, etc. and the option to repaint the room if so desired. 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. In any case all fixed capital improvements shall remain the property of the City.
- 6) Mutual use: The Licensee agrees to allow access to the dressing room space for the purpose of mixed gender accommodation for other user groups as their need arises. More specifically this accommodation will be for female participants that require a separate change area. The Licensee also agrees to vacate the space for events and tournaments as required by the facility. This request will be in writing with at least 7 days' notice. The City and Licensee agree that other times may be required and such requests will not be unreasonably withheld. The City will be responsible for the integrity of the space during such times. The Licensee will be provided a key for the room. They will be responsible for access to the room by any member of their organization or any other persons to whom they grant entry. The City will be allowed access in case of emergency, inspection, or repair.
- 7) Prior to invoking any penalty for any alleged violation of the terms and conditions of this agreement, the City will provide in writing an explanation of the breach and provide a reasonable opportunity for the Licensee to redress said breach, both parties acting reasonably. In the event the City legally terminates the contract agreement due to such a breach, the Licensee will not be responsible for payment of any additional rentals beyond the remainder of the current month.
- 8) The licensee will always 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.

9) Room Payment Schedule:

October 1, 2023	\$7,000.00	\$910.00 HST	\$7,910.00 Total
September 1, 2024	\$7,000.00	\$910.00 HST	\$7,910.00 Total
September 1, 2025	\$7,000.00	\$910.00 HST	\$7,910.00 Total

The parties agree to Schedule "A" attached hereto and accept it as part of rental contract.