
TO: GENERAL COMMITTEE

SUBJECT: SKATE RENTAL SERVICES AGREEMENT – CIRCLE AT THE CENTRE OUTDOOR RINK

WARD: WARD 2 / ALL

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

SUBMITTED BY: D. BELL, DIRECTOR RECREATION & 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 Services or designate be authorized to execute the services agreement attached as Appendix “A” to Staff Report REC004-23 with Simcoe Skate Rentals.

PURPOSE & BACKGROUND

2. The City of Barrie operates two artificial outdoor rinks. The Circle at The Centre (CAC) located at City Hall on Collier Street and Will Dwyer Park located adjacent to Centennial Park on Lakeshore Drive.
3. The City of Barrie has been approached by Simcoe Skate Rentals to provide skate rentals, helmet rentals and skate sharpening services at CAC only. The CAC is a pleasure skating rink and ice hockey is not permitted.
4. The CAC has a skate changeroom that is underutilized, and a portion of this room could be utilized for the skate rental and sharpening services.
5. Currently, there are no skate rental services provided at the CAC or Will Dwyer Outdoor Rink.
6. The skate rental services would be provided as part of a two (2) year pilot project to determine if these services will be well utilized to gauge the need for these services on an ongoing seasonal basis going forward.
7. Users of the CAC currently bring their own skates and a rental option may provide access to those who wish to skate that may not own personal equipment thereby eliminating a barrier to participation.

ANALYSIS

8. This 2-year pilot project would determine if there is a future need for continuous skate rental services during the operating season for the Circle at the Centre outdoor rink (CAC).
9. The skate rental services are proposed to operate out of the underutilized skate change room. A corner of the room (35% of the total area) would be used to install wall cabinets that lock to keep inventory on site. This leaves the remainder of the room for tying skates. Generally, skaters don their equipment on the exterior benches surrounding the ice surface rather than the skate change room.
10. The skate rental services would be offered Friday through Sunday, on holidays and as requested for events such as school outings to the CAC for skating.
11. The skate rental services would activate the skate change room which will act as a deterrent for those wishing to use the space for activities that are not consistent with use of the ice rink.
12. Under the terms of the proposed agreement, Simcoe Skate Rentals would agree that any alterations to the skate change room area would be submitted to the City for approval. The City would agree to respond in a reasonable time frame with comment as to the approval or not of the requested alterations. The cost for alterations will be the responsibility of Simcoe Skate Rental.
13. The City would be compensated with 10% of gross sales for the two (2) pilot project seasons (December 2023-March 2024 & December 2024-March 2025).

ENVIROMENTAL AND CLIMATE CHANGE MATTERS

14. There are no environmental or climate change matters related to the recommendation.

ALTERNATIVES

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

Alternative #1 That General Committee could maintain the existing use of the skate change room without skate rental services. (i.e., Status Quo)

This alternative is not recommended as it would not address the potential need for this service, to be evaluated through this 2-year pilot project.

Alternative #2 That General Committee could recommend that the compensation to the City be in the form of a flat rate.

This alternative is not recommended for the pilot period as it is unknown what level of utilization of the services will occur. Should the pilot be approved to proceed, staff would evaluate this option in any future requests for proposals.

FINANCIAL

16. 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.

LINKAGE TO 2022-2026 STRATEGIC PRIORITIES

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

APPENDIX "A"

CIRCLE AT THE CENTRE SKATE RENTAL SERVICES AGREEMENT

SERVICES AGREEMENT

BETWEEN:

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

- and -

SIMCOE SKATE RENTALS
(the "Licensee")

1.0 TERMINOLOGY

1.1 DEFINITIONS

Throughout this Services Agreement, unless inconsistent with the subject matter or context,

"Services Agreement" means any written contract between the City and a Proponent and shall be deemed to include the terms and conditions for the provision of the Services as set out in this Services Agreement.

"City" means the City of Barrie.

"Concession" means skate rental and skate sharpening operation located within the Licensed Area.

"Council" means City Council.

"Director" means the Director of Recreation & Culture Services.

"Division" means the Community and Corporate Services Division.

"Licensee" means Simcoe Skate Rentals.

"Licensed Area" means the skate changeroom located at 70 Collier Street, Barrie, Ontario.

"License Fee" means remuneration paid to the City in connection with a written contract for the occupation of a Licensed Area.

"Services Agreement" means any written contract between the City and a Proponent, with respect to the occupation of a specific location associated with this Services Agreement.

"HST" means Harmonized Sales Tax.

"MFIPPA" means the Municipal Freedom of Information and Protection of Privacy Act.

"must", "shall", and "will" used in the Services Agreement denote imperative (mandatory), meaning quotations not satisfying imperative (mandatory) requirements will be deemed non-compliant.

"Project Manager" means the main contact person at the City for all matters relating to the Services Agreement.

"Proponent" means a legal entity, being a person, partnership, or firm.

2.0 PURPOSE

The purpose of this Services Agreement is to establish a 2-year pilot project with Simcoe Skate Rentals (Licensee) to act as a skate rental and skate sharpening concession within the Circle at the Centre (CAC) outdoor ice rink, subject to the approval of the EMT and City Council. The City is establishing this Services Agreement that will enable the Licensee to obtain the rights to operate a skate rental and skate sharpening concession with the City that includes the terms and conditions set out in Appendix "A". In exchange for granting these rights, the City will receive financial remuneration from the Licensee.

The operation of the skate rental and skate sharpening concession should be considered as a service to the public patronizing the (CAC) skating rink between the months of December and March during each licensed year.

While the skate rental and skate sharpening concession will be the sole skate rental and skate sharpening concession provided at the CAC, proponents should be aware that skating rink patrons are not required to rent skating equipment from the Proponent for the use of the skating rink.

2.1 TERM OF SERVICES AGREEMENT

The Licensee will be offered a License Services Agreement for a term of two (2) winter seasons.

December 2023 – March 2024

December 2024 – March 2025

2.2 LICENSED AREA

The specific Licensed Area consists of approximately 14 square metres or 150 square feet of space for the operation and management of skate rental and skate sharpening services located within the skate changeroom.

3.0 LICENSEE RESPONSIBILITIES

The scope of this Services Agreement includes the supply of all labour, equipment, and material necessary for skate rental and sharpening services.

The Services offered must meet or exceed the following requirements and specifications:

Operations and Equipment

3.0.1 The Licensee will obtain any necessary licenses, permits or other approvals required for the provision of the Services.

3.0.2 The equipment and supplies related to the delivery of Services required under this Services Agreement must be in safe, working condition.

3.0.3 The Licensee shall provide the Services as follows:

HOURS OF OPERATION (Pending Weather Conditions)		
Friday	December to March	5pm – 9pm
Saturday	December to March	12pm-9pm
Sunday	December to March	12pm-9pm
Holiday Season	December 23 – January 1 Closed December 25	12pm-9pm
March Break	March 11 – 15	12pm-9pm

3.0.4 The Licensee shall manage and operate the Service in an efficient, professional manner in the Licensed Area, considering that the Licensed Area is part of the City Hall premises which houses the administration of the municipal government of the City. The Licensee shall comply with all relevant federal and provincial laws and regulations and any by-laws, policies, and procedures of the City.

3.0.5 The Licensee shall, at its sole cost and expense, furnish all labour, sub-contract service(s), materials, supplies, tools, equipment, apparatus, transportation, facilities, and incidentals required and perform all operations necessary to accomplish the complete installation and on-going provision of the Services.

3.0.6 The City reserves the right to inspect all listed equipment, materials and supplies throughout the duration of the Services Agreement.

3.0.7 The Licensee shall have the unilateral right to set the rates charged for the skate rental service and skate sharpening service, provided these charges are reasonable for the marketplace. The rates provided by the Licensee are as follows:

RENTAL ITEM	AGE CATEGORY	RENTAL FEE	FEE APPLICATION
Skates	Adult	\$15	2 hours
Skates	Children Under 12	\$10	2 hours
Skate Aid	All	\$10	2 hours
Helmets (CSA Approved)	All	\$5	2 hours
Skate Sharpening	All	\$10	Per Pair

3.0.8 The Licensee shall always carry a stock of skates to ensure a wide range of sizes for men, women, and children. However, the Licensee should carry an overstock for special events and bookings at CAC. The size, style and quality of the skates should serve to guarantee optimal rental availability.

3.0.9 The Licensee will supply adjustable CSA Group (Canadian Standards Association) approved hockey helmets.

3.0.10 The Licensee shall ensure that the rented skates are maintained in a safe structural condition, sized, fitted to the skater as accurately as possible with properly maintained laces and shall not rent skates which fit improperly.

- 3.0.11 The Licensee may offer for sale at reasonable market price equipment related to performing physical activity in cold weather conditions and will not sell or store merchandise, alcohol, other beverages, food or install ATMs or ABMS.
- 3.0.12 The Licensee will utilize an up-to-date customer "Skate Rental Services Agreement" for their Services.

Staffing and Maintenance

- 3.0.13 The Licensee shall provide its own staff for the Licensed Area at its sole cost and expense and shall properly supervise and train such personnel. The Licensee shall assume all responsibility for the wages and benefits to be provided to the staff at the Licensed Area.
- 3.0.14 The Licensee shall, always, and at its sole expense, keep and maintain the Licensed Area and any area adjacent thereto in a clean, sanitary, attractive condition free from papers, rubbish and debris of all kinds to the satisfaction of the City.
- 3.0.15 The Licensee shall not provide services or display any items outside the area designated as the Licensed Area.

Books and Records

- 3.0.16 The Licensee shall be responsible for the collection and remittance of the Harmonized Sales Tax (HST), all employee withholdings and any other taxes that are levied on the operation of the business. Proof of such collection and remittance must be furnished to the City if requested.
- 3.0.17 The Licensee will keep a separate and complete set of books of account, vouchers and other records showing in detail all revenues and charges. The City may audit these books from time to time.

Installation / Setup / Removal

- 3.0.18 The Licensee shall complete installation or removal of any equipment necessary for the Services which are not already provided for in the Licensed Area at no cost to the City. For the installation or removal of any equipment, the Licensee shall obtain written consent through the submission of drawings and specifications to City staff, which consent shall not be unreasonably withheld. The Licensee shall ensure that qualified technicians, approved by the City of Barrie, undertake the necessary work.
- 3.0.19 The Licensee shall restore all property temporarily removed, damaged, or destroyed in the delivery of Services to the satisfaction of the City and at no cost to the City. The Licensee, before final payment, shall remove all surplus materials and any debris of every nature resulting from its operation and put the site in a neat, orderly condition; thoroughly clean.

Insurance Terms and Conditions:

- 3.0.20 General Liability Insurance from an insurer licensed in the province of Ontario, for \$2,000,000.00 per occurrence with an \$5,000,000.00 annual aggregate limit. To the Corporation of the City of Barrie, Ontario against any liability for property damage or personal injury, negligence including death, which may arise from the Contractor's operations under this Contract.

- 3.0.21 In addition, the Commercial General Liability shall contain Cross Liability and Severability Clauses, Products & Completed Operations, and Standard non-owned automobile coverage including a standard contractual liability endorsement.
- 3.0.22 The Corporation of the City of Barrie must be included as an “Additional Insured” on the successful Supplier relevant documents and must submit copy of same prior to commencement of work.

Indemnity:

- 3.0.23 The Licensee shall indemnify and save harmless the City of Barrie, its Mayor, Members of Council, officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from or related to the Licensee's performance or non-performance of its obligations, including payment obligations to its approved subcontractors and suppliers and others, and including breach of any confidentiality obligations under this Services Agreement.
- 3.0.24 Upon assuming the defense of any action covered under this section the Licensee shall keep City of Barrie reasonably informed of the status of the matter, and the Licensee shall make no admission of liability or fault on City of Barrie's part without City of Barrie's written permission.
- 3.0.25 In case the City, without actual fault on its part, is made a party to litigation begun by or against the Licensee, excepting a bona fide action by the Licensee against the City, the Licensee shall protect and hold the City harmless and will pay all costs; expenses and reasonable legal fees incurred or paid by the City in connection with the litigation.

4.1 RESPONSIBILITIES OF THE CITY OF BARRIE

The responsibilities of the City will be:

- 4.1.1 To allow unrestricted access at reasonable times to the Licensee;
- 4.1.2 To not unduly delay any required permissions or review of plans as stipulated within the License Services Agreement.
- 4.1.3 The City reserves the right to permit special events within CAC which may cause pedestrian and vehicular traffic to be altered and/or restricted. Should safety be a concern because of any special event, the City reserves the right to temporarily limit in whole or in part the operation of the Licensee until such point safety is no longer a concern.

4.1.4 SIGNAGE

- 4.1.5 All signage in and around the Concession operation will be of professional quality and appearance. All signage must be approved by the City. Signage will not be allowed to impede the flow of patrons within CAC.

4.2 SERVICE TO THE PUBLIC

- 4.2.1 Creating and maintaining a high-quality experience for the public is paramount.
- 4.2.2 The Licensee will be required to deal with customer queries and complaints in a prompt and courteous manner and will be responsible for all refunds associated with its business.

4.3 PROHIBITED PRODUCTS, SERVICES, AND ITEMS

- 4.3.1 Under no circumstances will the sale or distribution of food and / or beverages of any form whatsoever be allowed within the Licensed Area. Free distribution of food and beverages is also strictly prohibited.
- 4.3.2 The use of loud amplification equipment and the playing of loud music is prohibited as is the use of portable generators.
- 4.3.3 The Licensee shall not have the right to use the City's Corporate Logo / Entity in marketing plans, including, but not limited to, internet advertising, print advertising, or as part of the Licensees Logo without the written consent of the Director.

4.3.4 STAFFING

- 4.3.5 Licensees will be responsible for supplying trained and competent staff who should wear a distinguishable uniform acceptable to the City while working on City property.
- 4.3.6 Licensees and their staff will always have a clean and tidy appearance.
- 4.3.7 Implement, and require adherence to, a staff code of behavior.

4.4 THIRD PARTY SERVICES AGREEMENTS

- 4.4.1 The Licensee shall not enter into any Services Agreements with any outside third parties for the purpose of the sale of goods, advertising, promotions or providing any products or services to the public including, but not limited to, the placement of kiosks, banners and/or post any signage on any portion of the Concession area or surrounding City- owned property that could offer advertising, promotions, free product sampling, sponsorship, contests and/or free give-a-ways, or to engage in such similar initiatives or provide such services itself.

4.5 EXPIRY / TERMINATION OF LICENSE SERVICES AGREEMENT

- 4.5.1 Upon the expiry or other termination of any resulting Services Agreement or any extension or renewal thereof, all structures or chattels located within the Licensed Area must be removed within 48 hours of said termination or they will be removed by the City at the expense of the Licensee without compensation of any kind.
- 4.5.2 At the sole discretion of the Director, the Licensee shall either; repair any damage, and restore the Concession to the satisfaction of the Director; or vacate the Concession without repairs or restorations.



4.6 REMUNERATION & PAYMENT OF LICENSE FEES

- 4.6.1 The Licensee shall pay to the City 10% of gross sales.
- 4.6.2 Monthly Fees to the City shall be paid in full, at months end, and within 7 business days for the previous month.
 - 4.6.2.1 The City will only accept one of the following methods of payment:
 - 4.6.2.2 Pre-authorized Payment
 - 4.6.2.3 Electronic Fund Transfer
 - 4.6.2.4 Certified Cheque

CONTACT:

Simcoe Skate Rentals
C/O
Lindsay Robertson – Owner/Operator

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

SIMCOE SKATE RENTALS

Per: _____
Lindsay Robertson