



TO:	GENERAL COMMITTEE
SUBJECT:	BARRIE BAYCATS BASEBALL CLUB FACILITY USE AGREEMENT
WARD:	ALL
PREPARED BY AND KEY CONTACT:	K. DATEMA, MANAGER OF RECREATION AND CULTURE FACILITIES, EXT: 4799
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

RECOMMENDED MOTION

1. That the Mayor and Clerk be authorized to execute an agreement with the Barrie Baycats Baseball Club for use of the baseball stadium located at the Barrie Community Sports Complex, 2100 Nursery Road, Midhurst, Ontario, generally in accordance with the document attached as Appendix "A" to Staff Report REC001-21 and subject to the agreement conforming to the following:
 - a) The term of the agreement shall be five (5) years, structured as three (3) years plus an option to extend for an additional two (2) years, from May 2021 to August 31, 2026;
 - b) The Club shall schedule and pay for its use of the Stadium through established booking procedures maintained by the Recreation and Culture Services Department of the City of Barrie;
 - c) The rental rates paid by the Barrie Baycats Baseball Club shall be as outlined within the agreement, with increases at the sole discretion of the City of Barrie that will not be less than the annual CPI;
 - d) That an advertising sign be rented from the Barrie Baycats, at a rate of \$1,000 annually, to be located at the Stadium as an expression of the City of Barrie's support for the Barrie Baycats and their seven (7) Intercounty Baseball League championship wins; 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 Barrie Baycats Baseball Club have been providing a high calibre of baseball for its fans for over 20 years. In 2000 they began to develop a team and applied to the Intercounty Baseball League (IBL) for a franchise. They succeeded and began their long history at the Barrie Community Sports Complex. The Barrie Baycats have won seven (7) IBL championships, one in 2005 and then six (6) in a row from 2014 – 2019.

3. The current agreement for the Barrie Baycats' use of the baseball stadium at the Barrie Community Sports Complex expired on August 31, 2020. The purpose of this report is to present a new agreement to General Committee for its consideration.

ANALYSIS

4. The Recreation & Culture Department worked in co-operation with the President of the Barrie Baycats organization and agreed in principle on the terms and conditions outlined below to present to General Committee:

a) Term:

The term of this agreement will be for the years 2021 to 2026 for seasonal use by the Club of the Stadium from May 1 to August 31 in each year.

The Club shall schedule and pay for its use of the Stadium through established booking procedures maintained by Recreation & Culture Services. It shall submit by February 15th of each calendar year during the term, a tentative schedule for the upcoming season for the purpose of diamond allocation and permitting.

b) Payment:

For the privilege of using the Stadium, the Club shall pay to Barrie, the following fees:

\$325 plus HST for regular games (Stadium)

\$60 plus HST for practices and day camps (Dana field)

These amounts may be increased by Barrie in each calendar year at Barrie's sole discretion and annual increases will be not less than the annual CPI change.

In addition, the Club will be solely responsible for all costs or expenses related to use and maintenance of the Stadium (whether incurred by the Club or Barrie) including but not limited to cleaning, security, field material, parking fees, set up and takedown costs, data services and additional Barrie staffing costs as deemed required by Barrie. Barrie's staff costs will be billed to the Club at the rate of \$25 per hour.

c) Use of the Stadium:

The Club shall have exclusive use of all the Stadium facilities during the times it has booked the stadium.

It will have exclusive use of one (1) dressing room and one (1) office located in the Stadium from May 1 to August 31 of each calendar year.

The Club may charge and collect sufficient fees from the participants and spectators of tournaments and games to cover the expenses of same.

The Recreation and Culture Services will continue to assist the Barrie Baycats Baseball Club with the planning for, and investigation of, funding opportunities, such as grants and sponsorships for the expansion of the press box and mezzanine at the current stadium located at the Barrie Community Sports Complex.

d) Sale of Merchandise:

The Club has the right to sell merchandise including souvenirs, apparel, and programs during games at the Stadium, but not otherwise at the Park, to participants and spectators.

e) Advertising, Signage and Banners:

The Club is permitted to sell advertising within the confines of the Stadium during the season and retain all revenues.

The Club is permitted to sell the advertising right to the naming of the Stadium for a term that cannot exceed the expiry date of this agreement.

The Club is permitted to post its banners and pennants in designated areas of the Stadium located above the box seats.

The Club may not use any Barrie names or marks or imply Barrie endorsement or support, without written consent from Barrie. The City reserves the right to review and approve all advertising and signage as it relates to the facility and that such approval shall not be unreasonably withheld.

It is proposed that the City of Barrie rent an advertising sign, as an expression of the community's support for the Barrie Baycats and their seven (7) Intercounty Baseball League championship wins. Currently, the Township of Springwater rents a sign from the Barrie Baycats.

f) Concession:

The Stadium's concession is operated exclusively by Barrie or its contractor. The Club has no right to sell or give away any food or beverage in the Stadium or Park.

For more information on the proposed Barrie Baycats Baseball Club Agreement, please see Appendix "A" to Staff Report REC001-21.

ENVIRONMENTAL AND CLIMATE CHANGE IMPACT MATTERS

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

ALTERNATIVES

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

Alternative #1

General Committee could reject the proposed Barrie Baycats Baseball Club Facility Use Agreement and instead allow the existing agreement to expire.

This alternative is not recommended as allowing the current agreement to expire without committing to a renewed agreement would mean displacing the Barrie Baycats Baseball Club from their current long-term home. Furthermore, such a decision would negatively impact the total usage of the baseball stadium at the Barrie Community Sports Complex.

Alternative #2

General Committee could alter the proposed Barrie Baycats Baseball Club Facility Use Agreement by amending any of the proposed terms which have been provided in Appendix A.

Although this alternative is available, the proposed terms have been endorsed by the baseball club, who have indicated a willingness to execute an agreement which is consistent with these terms. Altering the proposed terms could risk that the Barrie Baycats Baseball Club may not support the amended agreement.

FINANCIAL

7. The proposed agreement would solidify the Barrie Baycats Baseball Club's continued use of the Barrie Community Sports Complex, thereby securing rental fees of approximately \$10,000 per year for a total of \$50,000 over the five (5) year term. The rental fees offset all operating expenses associated with the Baycats' use. This does not include the fees for the advertising sign.

LINKAGE TO 2018–2022 STRATEGIC PLAN

8. 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
9. The proposed Barrie Baycats Baseball Club Facility Use Agreement would support the sport tourism industry's growth while making it easier to do business and help businesses grow and promote recreation opportunities for all ages and abilities.

APPENDIX "A"

Title of Appendix

THIS AGREEMENT made this day of , 2021
BETWEEN

THE CORPORATION OF THE CITY OF BARRIE
(“Barrie”)
and
BARRIE BAYCATS BASEBALL CLUB
(the “Club”)

WHEREAS:

- A. Barrie is the owner of the lands and premises known as the Barrie Community Sports Complex (the “Park”);
- B. The Stadium is located in the Barrie Community Sports Complex or “Park”;
- C. Ownership, management and operation of the Park and Stadium is vested with Barrie;
- D. The Club has made application to Barrie for the shared privilege of using the Stadium located on the Park premises;

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties have agreed as follows:

Term

The term of this agreement will be three (3) years, from 2021 to 2023, with an option to extend for two (2) additional years at the mutual agreement of both parties, 2024 and 2025, for seasonal use by the Club of the Stadium from May 1 to August 31 in each year.

The Club shall schedule and pay for its use of the Stadium through established booking procedures maintained by the Recreation and Culture Services Department of Barrie. It shall submit by February 15 of each calendar year during the term a tentative schedule for the upcoming season.

Payment

For the privilege of using the Stadium, the Club shall pay to Barrie, the following fees:

\$325 plus HST for regular games (Stadium)

\$60 plus HST for practices and day camps (Dana field)

These amounts may be increased by Barrie in each calendar year at Barrie’s sole discretion, with annual increases of not less than the annual CPI change.

In addition, the Club will be solely responsible for all costs or expenses related to use and maintenance of the Stadium (whether incurred by the Club or Barrie) including but not limited to cleaning, security, field material, parking fees, set up and takedown costs, data services and additional Barrie staffing costs as deemed required by Barrie. Barrie staffing costs will be billed to the Club at the rate of \$25 per hour.

Use of the Stadium

The Club shall have exclusive use of all the Stadium facilities during the times it has booked the Stadium.

It will have exclusive use of one (1) dressing room and one (1) office located in the Stadium from May 1 to August 31 of each calendar year.

The Club may charge and collect sufficient fees from the participants and spectators of tournaments and games to cover the expenses.

Sale of Merchandise

The Club has the right to sell merchandise including souvenirs, apparel, and programs during games at the Stadium, but not otherwise at the Park, to participants and spectators.

Club Responsibilities

The Club is responsible for controlling access to the Stadium during games and practices including supplying sufficient staff to ensure that the spectator bleachers do not exceed healthy and safety requirements including their seating capacity of 1310 and ensuring that all sidewalks, entries, passages, public utilities, stairways etc. remain unobstructed and are used only for ingress and egress from the Stadium.

The Club is responsible for all ensuring the safe and efficient use of the Stadium including supervision of all practices, pre-game warm up/batting practice and games, and the employment of all necessary staff including but not limited to usher staff, ticket takers, security staff, paid duty police, coaches, managers, training and equipment staff, umpires, statisticians, emergency medical personnel, and public address announcers, etc. The level of resources will be to the satisfaction of Barrie.

Any and all alterations, additions, renovations, or upgrading to the playing field or the Stadium requested by the Club shall be approved by Barrie in writing prior to the commencement of such work. The Club shall bear the entire cost of any and all such alterations, additions, renovations, or upgrading to the Stadium. Any and all such alterations, additions, renovations, or upgrading shall become the property of Barrie.

The routine cleaning and minor maintenance of the dressing room and office shall be the sole responsibility of the Club. All other rooms in the Stadium which are opened to and used by the public shall be cleaned and maintained by Barrie.

Barrie is not responsible for damages or loss to any property of the Club.

Compliance with Barrie Rules

The Club agrees to abide by the Rules attached as Schedule A and all other rules, regulations and policies established by Barrie with respect to use of the Stadium and comply with all applicable, municipal, provincial, and federal agencies and laws having authority. If the Club, or its employees, members, guests, or invitees contravenes the Rules or any other rules or policies posted from time to time at the Park, Barrie may, in its absolute discretion, terminate this Agreement immediately.

Barrie, its agents, servants, or employees may enter at any time the Stadium being used by the Club under this agreement.



Advertising, Signage and Banners

The Club is permitted to sell advertising within the confines of the Stadium during the season and retain all revenues.

The Club is permitted to sell the advertising right to the naming of the Stadium for a term that cannot exceed the expiry date of this agreement.

The Club is permitted to post its banners and pennants in designated areas of the Stadium located above the box seats.

The Club may not use any Barrie names or marks or imply Barrie endorsement or support, without written consent from Barrie.

The City reserves the right to review and approve all advertising and signage as it relates to the facility. Such approval shall not be unreasonably withheld.

Concession

The Stadium's concession is operated exclusively by Barrie or its contractor. The Club has no right to sell or give away any food or beverage in the Stadium or Park.

Indemnification

The Club shall indemnify and save harmless Barrie and its officers, employees, servants, and agents, from and against all actions, suits, claims, executions, and demands, which may be brought or made upon the Club, its officers, agents, or servants, as a direct or indirect result of the use of the Park including the Stadium.

Insurance

The Club agrees to purchase and maintain liability insurance from an insurer licensed in the Province of Ontario, in the amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence inclusive. Barrie shall be included as an "additional insured".

The Club shall provide proof of insurance ten (10) days prior to the commencement of the agreement and on all subsequent renewals or when requested. Such insurance shall also contain an endorsement indication that the insurer agrees to provide at least thirty (30) days prior written notice to Barrie in the event of cancellation, reductions, or restrictions of the coverage in place at the commencement of this contract.

Assignment

The Club shall not assign this agreement without the consent, in writing, of Barrie.

Termination

Barrie has the right to terminate this agreement upon 30 days' written notice by prepaid registered mail to:

BARRIE BAYCATS BASEBALL CLUB,
P.O. Box 412
Barrie, ON
L4M 4T5



Attention: Dave Mills - President

or to the usual or last known business address of the Club, if, for any reason, the Club fails to comply with the terms of this agreement.

Upon the expiry of this agreement, the Club shall have the right of first refusal to renew and renegotiate a new agreement on terms agreeable to the parties at that time.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF BARRIE

Per: _____
J.R. Lehman, Mayor

Per: _____
Wendy Cooke, Barrie City Clerk

BARRIE BAYCATS BASEBALL CLUB

Per: _____

Per: _____

Schedule A

Rules

The Club shall not discriminate in the selection of its members based upon a person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, or marital or family status.

The Club shall comply with all requirements of the *Liquor Licence Act*, R.S.O. 1990, c.L.19.

The scoreboards and timers are to be operated by competent personnel trained by Barrie. Alternative equipment is not available.

Barrie does not assume responsibility for damages to or loss of any materials or equipment belonging to the Club.

The Club will comply with Barrie's Rain-Out Policy and Wet Field Policy. Municipal risk factors and liability are of primary importance and the decision to play rests solely with Barrie.

Baseball must be confined to the playing field. The throwing, catching, playing, or practicing of baseball skills in all other areas is prohibited. Club officials are expected to enforce this policy. Invoices will be issued for damages to the Stadium or property and equipment located therein.