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**TO:** GENERAL COMMITTEE

**SUBJECT:** EAST BAYFIELD COMMUNITY CENTRE BOAT, FISHING AND OUTDOOR SHOW

**WARD:** ALL

**PREPARED BY AND KEY CONTACT:** R. BELL, MANAGER, RECREATION FACILITIES EXT. 4452

**SUBMITTED BY:** B. ROTH, DIRECTOR OF RECREATION SERVICES

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

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

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### **RECOMMENDED MOTION**

1. That the Director of Recreation and the Recreation Facilities Manager be authorized to execute the rental agreement between the City of Barrie and Continuum Productions for the rental of East Bayfield Community Centre, 80 Livingstone Street East, subject to the rental agreement conforming to the following:
  - a) A user rental agreement be entered into between the City of Barrie and Continuum Productions for the rental of the East Bayfield Community Centre and parking lot from February 3 to February 10, 2020 for a Boat, Fishing and Outdoor Show;
  - b) The show be a pilot project for 2020, and if both parties agree that the initial event is a successful, positive experience, a further two (2) more years be approved;
  - c) The rental fee shall be \$50,000 dollars, plus any increased need of equipment and/or staffing that the City of Barrie deems appropriate to support the show;
  - d) Continuum Productions will be responsible for all show related costs including ticketing, cleaning, equipment and all production costs;
  - e) Continuum Production will be responsible to provide insurance up to \$5 million in liability coverage, naming the City of Barrie as co-insured;
  - f) Continuum Productions will be responsible to supply/donate a watercraft that will allow local user group organizations to raise funds for their programs; and
  - g) 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 rental agreement shall be prepared to the satisfaction of the Director of Legal Services.

### **PURPOSE & BACKGROUND**

#### **Report Overview**

2. In the summer of 2018, the owners of Continuum Productions met with Recreation staff to discuss the feasibility of hosting a Boat, Fishing and Outdoor Show at the East Bayfield Community Centre.

3. Continuum is a production company that has been in existence since 2005 and has hosted numerous Boat and Home shows throughout southern and western Ontario, and beyond. Continuum Productions' website states that "The Continuum team is made up of some of the most experienced event industry professionals. Staff have over 50 years of combined consumer show experience, who have been involved in the production of thousands of events throughout Canada, USA, Australia, New Zealand and the UK that focussed on home, recreational and special interest events". Presently, they are gearing up to present the London and Hamilton Boat shows. To learn more about Continuum you can visit [www.continuumevents.ca](http://www.continuumevents.ca).
4. The intent of this event is to bring a Boat and Outdoor Show to Central Ontario, allowing attendance and participation within a short distance for residents and to create a positive impact on the local economy.
5. The Show would include over 140 companies from the surrounding area that supply boats, watercraft, fishing gear and a host of other products that residents can see and purchase for their recreational outdoor activities.

### **ANALYSIS**

6. If approved, the East Bayfield Community Centre would close its doors for most general public programming, for 6 days, which include Show dates and adequate set up and take down times. The facility would close the morning of Tuesday February 4<sup>th</sup> and reopen on Monday February 10<sup>th</sup>, 2020.
7. Drop-In programs would be disbursed among the other Community Centres, broadening opportunities at those facilities. To assist in decreasing this impact, staff would continue to hold daytime Aquafit programs and provide morning practice times for Barrie Trojans for the Tuesday to Thursday only.
8. While the timing of the event is proposed to take place in between high usage times, there are user groups that would still be impacted by the event as the Boat, Fishing and Outdoor Show requires almost exclusive use of the East Bayfield Community Centre including the parking lot. User groups that would be impacted by this event include the Barrie Women's Hockey Association, Barrie Minor Hockey Association, Barrie Trojans, recreational rentals and drop-in programs. Recreation staff would meet with the main user groups to gain their cooperation to accommodate hosting this event. Recreation staff would work with the major ice user groups by offering rental time to the end of their contracts, and/or assist them in securing ice and rental spaces within other municipalities.
9. Every year, the Fitness Centre is closed to the public so that major repairs can be completed to the equipment and the space. In 2020, the scheduled maintenance to the Fitness Centre would occur at this time to eliminate any other 'shut downs' throughout the year.
10. Staff understand the anticipated scheduling impact for the major user groups and have negotiated a commitment from Continuum Productions to supply/donate a watercraft that would allow the organizations to raise funds for their programs. Recreation staff would meet with the major user groups to seek their interest in participating in the sale of raffle tickets, with all proceeds going directly to their programs.

11. A Show of this caliber will bring approximately 15,000 to 20,000 people through the doors of the East Bayfield Community Centre. The economic impact for the surrounding area (utilizing the TREIM model from the Ontario Ministry of Tourism, Culture and Sport for the Southern Georgian Bay and Lake Simcoe areas RTO-7) is listed below;

a)	Retail Trade	\$ 49,500
b)	Arts and Entertainment	\$126,000
c)	Food and Beverage	\$139,000
d)	Accommodation	<u>\$ 20,000</u>
		\$334,500

12. Staff would continue to work with Economic Development and Access Barrie to ensure proper notification occurs to residents and users of the facility.

### **ENVIRONMENTAL MATTERS**

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

### **ALTERNATIVES**

14. The following alternative is available for consideration by General Committee:

**Alternative #1** General Committee could decline the recommendation to host the Boat, Fishing and Outdoor Show, and leave the East Bayfield operations as normal.

This alternative is not recommended as this is an opportunity to secure a regional event, that will draw over 15,000 - 20,000 visitors to the East Bayfield Community Centre and create a positive impact on the local economy.

### **FINANCIAL**

15. The proposed event organizers would pay a rental fee of \$50,000 plus any additional costs required for a production of this nature. Based on averaging the usage of our facility spaces over the past couple of years by the various user groups, minus the operating savings, the City will forgo approximately \$25,000 in net operating revenue, therefore the City would gain a total of \$25,000 by hosting the event.
16. The proposed base rental fee of \$50,000 and the economic spin off of approximately \$334,500 will create a positive influx to the local economy and assist in promoting the City of Barrie as an attraction destination.

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

17. The recommendation(s) included in this Staff Report support the following goals identified in the 2018 - 2022 Strategic Plan:
- ☒ Growing Our Economy
18. This is an opportunity to secure a regional event, that will draw over 15,000 - 20,000 visitors to East Bayfield Community Centre and create a positive impact on the local economy.

## APPENDIX "A"

### RENTAL AGREEMENT

#### 2019 Barrie Boat, Fishing and Outdoor Show

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between Continuum Productions Inc., hereafter known as the **Client**, and The City of Barrie Recreation Services Department, located at 70 Collier Street, Barrie, Ontario, L4M 4T5 hereafter known as **COB**.

WHEREAS, Continuum Productions Inc., desires to use the East Bayfield Community Centre for the purpose of **The 2020 Barrie Boat Fishing & Outdoor Show** to take place on **Friday February 7, 2020 through Sunday February 9, 2020 (the "Event")**.

#### Set-up for the show will take place:

- |   |   |
|---|---|
| ✓ Monday February 3, 2020   | 8am-8pm (facility operations will not be impacted ) |
| ✓ Tuesday February 4, 2020  | 8am-10pm (facility will be available for move-in)   |
| ✓ Wednesday February 5, 2020  | 8am-10pm  |
| ✓ Thursday February 6, 2020   | 8am-10pm  |
| ✓ Friday February 7, 2020   | 8am-11am  |
| • <i>Note: Tuesday to Thursday – the pool area will be open in the mornings for use by Aquafit and Swim teams</i> |   |

#### Overnight Outdoor Boat Staging will take place:

Monday February 3, 2020  
Tuesday February 4, 2020  
Sunday February 9, 2020

#### Show Hours: (open to the public)

Friday February 7, 2020	12pm-8pm
Saturday February 8, 2020	10am-7pm
Sunday February 9, 2020	10am-5pm

#### Tear Down for the show will take place:

- |                            |           |
|----------------------------|-----------|
| ✓ Sunday February 9, 2020  | 5pm-12am  |
| ✓ Monday February 10, 2020 | Until 8am |

EBCC must be **COMPLETELY CLEARED** at this time.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. PERMIT: **COB** hereby authorizes the **Client** to make use of the East Bayfield Community Centre hereafter known as **EBCC** in its entirety including the outdoor parking lots under the control of the **COB** as per the approved show floor plan which is attached as Appendix B to this agreement limited to the days and times noted above solely for the purpose of a consumer show. The primary contact(s) for this function is Dwayne McKillop.
2. TERM: The use is limited to the days and hours described above for the year 2020. This agreement if mutually approved by both parties will automatically renew for the 2021 and 2022, with the dates to be confirmed by both parties. Renewal of this agreement for 2021-2022 must be completed no later than 90 days from the end of the initial term or the renewal will have to be re-negotiated by both parties.

3. FEE: The fee for the use of the facility **\$50,000.00** plus HST for a total of \$56,500.00 paid out in the following manner;
- |   |            |
|---|------------|
| ✓ 10% deposit paid on or before August 31, 2019       | (\$ 4,520) |
| ✓ 30% installment paid on or before October 31, 2019  | (\$13,560) |
| ✓ 30% installment paid on or before December 31, 2019 | (\$13,560) |
| ✓ 30% installment paid on or before January 20, 2020  | (\$13,560) |

This fee covers access to the **EBCC**, a listing on the outdoor electronic sign at **EBCC** and a listing on the **COB** event listings on the **COB** website but does not include items such as parking control / security, decorations, tents, awnings, A.V. equipment.

4. PARKING: Use of **EBCC** parking lot is included in this lease agreement. **Client** will be responsible to handle parking control. If Client would like to hire **COB** staff to handle parking lot duties if required this can be negotiated & will be billed to **Client** on a separate invoice other than the rental invoice.
5. CANCELLATION: In the event the **Client** cancels the use of the facility prior to 6 months of the rental date, 25% (twenty-five percent) of the paid deposit will be retained by **COB**. No cancellation by the **Client** shall be valid unless **COB** receives actual written notice.

**COB** reserves the right to cancel the scheduled function:

- In the event any retainers provided for in this Agreement is not paid in full on the required date and the situation is not remedied within 15 business days.
  - Due to circumstances reasonably beyond its control such as an Act of God including but not limited to any natural disaster rendering the facility inadequate to host the event or function. In such case the liability of **COB** shall be limited to a return of the full deposits paid to date without interest or deductions, and **COB** shall not be liable for any incidental ancillary or additional costs, expenses, damages or inconvenience suffered by the **Client** by reason of such cancellation.
  - For any reason expressly provided for in this Agreement
6. SAFETY: there is absolutely no smoking of any kind allowed in the **EBCC** building or on **COB** property. There will be no candles, blowtorches or any Open Flames permitted with the building unless approved by the **COB** staff and fire Marshall.
7. DATE PROTECTION: **COB** will not rent out the **EBCC** building or any portion of the **EBCC** building for the purpose of a competing boat, fishing & outdoor show or boat or fishing or outdoor related show without the expressed written consent of **Client** for a period of 6 months prior to and 6 months after the contracted show dates. Show dates on an annual term basis carry a first right of refusal to **Client** for show renewal date bookings.
8. SPECIAL PERMISSION from **COB** must be given to any exhibitor performing a demonstration or using space outside of the **EBCC** building but on the **EBCC** building property.
9. CONDITIONS: **COB** will install an insulated wood floor over each arena surface with no cost to **Client**. Installation must be complete for the show move in at 8am Tuesday February 4, 2020.

**Client** will handle all event Food & Beverage services including all revenue & costs, staffing, equipment, and any required permits.

**COB** will provide cleaning staff at **EBCC** for the duration of the rental to handle regular washroom cleaning, garbage services, overall cleaning services as requested by **Client** during the course of this agreement.

**EBCC** will be open for Aquafit and Trojans swim team morning practices in the pool so outside guests will be allowed access to the pool area on Tuesday February 4, 2020, Wednesday February 5, 2020 and Thursday February 6, 2020. All other programs in the EBCC will be shut down for the term of this agreement.

10. **SPECIAL EFFECTS:** Special effects absolutely prohibited include any effects involving fire, smoke, explosives and breaking of glass or other matter. No animals may be allowed on the property without the prior written permission of **COB** provided that this restriction shall not prohibit entry to any person who requires a "service animal". Only non-flammable materials are permitted for display or decorative purposes within the **EBCC**. Some types of inflatable products are prohibited; arrangements for balloons should therefore be made through **COB** prior to this event. No pressurized tanks are to be stored within the **EBCC**.
11. **ELECTRICAL SERVICES:** Should the electrical needs of the **Client** exceed the limits of **EBCC**, the **COB** agrees that the **Client** will contract and bring in a licensed TSAA electrical event company, to be approved by the **COB**, to provide temporary electrical power distribution for displays, lighting, power distribution, sign and banner hanging.
12. **EQUIPMENT RENTALS/USAGE:** If the **Client** requires the use of a **COB** forklift or Sky jack the **Client** must advise **COB** at least one week prior to the start of move in date the actual dates and hours that a forklift(s) or skyjack is required. The cost of the **COB** forklift and operator is \$40.00 + applicable tax per hour or part. The cost of the **COB** Skyjack and operator(s) is \$60.00 + applicable tax per hour or part. Outside equipment operators must show proper licenses and applicable permits and be pre-approved by **COB**.
13. **INSURANCE AND INDEMNITY:** **COB** carries general liability insurance. Any damage caused to the **EBCC** by any person attending this event will be the responsibility of the **Client** and their sub-contractors provided this is a direct result of sole negligence on the part of **Client**. **COB** requires proof of liability coverage prior to commencement of the event, to be evidenced by way of a Certificate of Insurance for General Liability in the sum of \$5,000,000.00 (five million) and **COB** is to be shown as an additional insured on the **Client's** insurance policy.

The Client shall indemnify and hold harmless COB from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Client, or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in connection with the Client's use of the EBCC pursuant to this Agreement.
14. **REPRESENTATIVES:** The representative(s) of **COB** are for the purposes of this agreement Rob Bell or a designated person approved by Barb Roth. A representative of **COB / EBCC** will be on site at all times during the use of the premises. The **Client's** representative(s) for the purposes of this agreement is Dwayne McKillop or a designated person approved by Dwayne McKillop.
15. **AUTHORITY:** The parties hereto declare and warrant hereto that they and/or their signing representatives have the full right and authority to execute this Agreement.
16. **SOLE AGREEMENT:** This permit constitutes the sole agreement between the parties hereto, and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and signed by the parties hereto.



17. CLEANING SERVICES: Show cleaning services of all common areas, washrooms, and food and beverage areas are provided by **COB / EBCC**. All cleaning costs are included as part of the rent of the Facility. Cleaners from **COB / EBCC** will be on site during the rental to ensure that event standards are maintained. **COB** acknowledges that any aisle carpets are to be maintained by **Client**. Any booth cleaning requests from exhibitors are quoted first and then charged out by **COB** direct to the exhibitor making the request unless the cleaning is required due to a common and reasonable event circumstance such as a food & beverage spill.

18. ADDITIONAL ITEMS QUOTED & AVAILABLE FOR RENT: **Client** may rent the following additional items from the **COB** at the following rental rates;

- |                            |               |
|----------------------------|---------------|
| • Additional Parking Staff | \$25 per hour |
| • Lifeguards               | \$25 per hour |
| • General Show Labour      | \$25 per hour |

These items will be billed to **Client** on a separate invoice other than the rental invoice.

19. ADDITIONAL COSTS AND SERVICES: Aside from fees described and agreed to in this Agreement **COB** warrants that no additional fees will be charged **Client** outside of the scope of this Agreement unless agreed to in advance by both parties in writing and detailed in a separate amendment to this Agreement.

**The City of Barrie Recreation Services Department**

By: Rob Bell

Date: \_\_\_\_\_

Title: Manager of Recreation Facilities

**Continuum Productions Inc.**

By: Dwayne McKillop

Date: \_\_\_\_\_

Title: President



APPENDIX "B"

Barrie Boat Fishing & Outdoor Show/Barrie Spring Home & Garden Show  
Feb 7-9, 2020 - East Bayfield Community Centre-First Floor

