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<b>TO:</b>	<b>GENERAL COMMITTEE</b>
<b>SUBJECT:</b>	<b>BARRIE SHARKS PWHL WOMENS HOCKEY TEAM DRESSING ROOM AGREEMENT</b>
<b>WARD:</b>	<b>ALL</b>
<b>PREPARED BY AND KEY CONTACT:</b>	<b>R. BELL, MANAGER OF RECREATION FACILITIES, EXT. 4452</b>
<b>SUBMITTED BY:</b>	<b>B. ROTH, DIRECTOR OF RECREATION SERVICES</b>
<b>GENERAL MANAGER APPROVAL:</b>	<b>D. MCALPINE, GENERAL MANAGER OF COMMUNITY AND CORPORATE SERVICES</b>
<b>CHIEF ADMINISTRATIVE OFFICER APPROVAL:</b>	<b>M. PROWSE, CHIEF ADMINISTRATIVE OFFICER</b>

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### **RECOMMENDED MOTION**

1. That the Director of Recreation Services and the Manager of Recreation Facilities be authorized to execute an agreement between the City of Barrie and the Barrie Sharks Provincial Women's Hockey Team (Barrie Sharks) for the construction and lease of a new, dedicated home dressing room space at the East Bayfield Community Centre, 80 Livingstone Street East, subject to the agreement conforming to the following:
  - a) The existing staff lunch room at East Bayfield Community Centre be altered to be used as a dedicated dressing room for the Provincial Jr. A Women's Hockey Team;
  - b) The renovation costs be borne directly by the Barrie Sharks and the City of Barrie supply the facility space and project management staff to oversee the completion of the project;
  - c) The rental fee for the dedicated space be \$20,000 per year plus a 2% increase each year, for a 5 year term with two 5 years extensions if both parties agree to an extension;
  - d) The City acknowledges that the Barrie Sharks PWHL Hockey Team operates a junior hockey club and as such may be permitted to sell tickets and related items (programs, clothing, souvenirs, etc.) to its supporters and spectators; 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 City of Barrie and the Barrie Sharks have a long standing relationship. The organization operates out of various City of Barrie recreation centres to facilitate their program. The Barrie Sharks organization would like to enter into an agreement with the City for the renovation of space at the East Bayfield Community Centre to create a dedicated dressing room and a yearly lease of that area.

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### Background

3. The Barrie Sharks, are an elite level Jr. Hockey Team who compete in the Provincial Women's Hockey League (PWHL). They utilize the East Bayfield Community Centre as their home rink. The organization is looking to expand and improve their program by providing elite level coaching and amenities in order to attract and recruit players. An integral part of the plan will be to provide a dedicated dressing room space for the exclusive use of the Team. This space will be appropriate with the expectations of any other Jr. Hockey league franchise.
4. The Barrie Sharks hockey program has been developed to meet the needs of elite level players from Barrie and the surrounding Central Ontario region to realize their goals of playing hockey at the collegiate level. Since their inaugural season in 2011, the program has been fortunate to have over 30 of its players move on to National Collegiate Athletic Association (NCAA Div I & III) and U SPORTS (formally Canadian Interuniversity Sport - CIS).
5. The Barrie Sharks PWHL Hockey Team's mission is to enhance hockey experiences by promoting camaraderie and a sense of community among Sharks families. Further, the Barrie Sharks state, "While being proud to compete in the PWHL, winning will always be a by-product of a healthy, well-guided process, and never an end that justifies the means." They believe that it's not just about the final result, it's about how they choose to get there. It matters what style of hockey they play, it matters who they did it with, and it matters that they are good role models to those that look up to them.
6. The Barrie Sharks program information identifies that it will:
  - a) Teach players the ethics, rules, fundamentals, and skills of playing at the next level.
  - b) Build in players valuable and transferable skills like collaboration, communication, character, and leadership
  - c) Develop in players lifelong, healthy habits of fitness and stress management.
  - d) Provide healthy competition, thus instilling in each player the best principles of good sportsmanship.
  - e) Add to the fabric of all our Jr Shark players' experiences through spirited community building.
7. The Barrie Sharks PWHL Hockey Team has indicated that playing in the best amateur female hockey league in world, requires the amenities to match, and that can begin with a space to call their own.

### ANALYSIS

8. The Barrie Sharks presently utilize one of the existing dressing rooms in the East Bayfield Community Centre on a temporary basis which has limited services to other user groups during daily room assignments. There is an area at the East Bayfield CC to accommodate their request for a dedicated dressing room.
9. The staff lunchroom has been underutilized due to its location within the facility. This room is located behind the player's bench wall in the Green Rink and would serve as an ideal location for the new dressing room. It has a hallway leading to the arena that enters onto the bench side of the Green arena.

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10. It would require some renovation that would include mechanical alterations, flooring upgrades and shower facilities, see Appendix 'B'. The Barrie Sharks will obtain a quote for the necessary work. Under the proposed agreement terms, the City would oversee the project, with the construction undertaken by the Barrie Sharks' contractor and at the Sharks' cost.
  11. The completion of the proposed project would allow the City to operate 5 full sized dressing rooms on both the Green and Purple rinks, where currently only 4 rooms are available on the Green side. With the increased needs of dressing rooms, this would result in an operational improvement to meet the needs of all clients.
  12. This project has a reciprocal benefit as it fulfills a need by a community partner and adds a new revenue stream to the City. The Barrie Sharks PWHL Hockey Team are a Provincial Jr. A Team, similar to the Barrie Colts, which has 20 Teams and has had players join the Canadian Olympic Team or opportunities to receive scholarships to play at University and College programs. Supporting this high level organization to provide a dedicated dressing room, is similar to the arrangement the City of Barrie has with the Ontario Hockey League and the Barrie Colts. The City would receive yearly rental fees to support its financial obligations without adding additional expense.
  13. During negotiations with the Barrie Sharks, staff investigated the cost of the industrial rental space and considered the special features of the space required. This space will include 4 showers, toilet facilities and dedicated benches and stalls, stick racks and rubber flooring throughout. It will also feature a separate entrance into the Green rink for the players on the Barrie Sharks Provincial Jr A. Hockey Team.
  14. A cost of approximately \$22.70 per square foot per year (\$20,000) was calculated based on the size of the proposed dressing room. The Barrie Sharks has agreed that this is a reasonable annual rental cost for the dedicated dressing room. The agreement is proposed to be for a five year term, with two additional five year extensions available, if both parties agree to an extension. The annual rental fee would increase by 2% each year.
  15. Currently, the Barrie Sharks sell raffle tickets, clothing and souvenirs during their games at a table(s) in the lobby area outside of the rink as fundraisers for their Team and association. The Barrie Sharks have also "sold" tickets to a game held in the memory of one of their players. The proposed agreement attached as Appendix "A" to this staff report would continue to permit such sales.

#### **ENVIRONMENTAL MATTERS**

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

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## **ALTERNATIVES**

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

**Alternative #1**

General Committee could decide not to proceed with an agreement with the Barrie Sharks for a permanent dressing room and address the matter through the existing dressing room assignment process.

This alternative is not recommended as there is a need for further expansion of a dressing room for this Provincial Level Hockey Team. Providing dedicated dressing room space increases the parity in the level of support for Provincial Men and Provincial Women's Hockey facilities.

## **FINANCIAL**

18. The capital costs associated with the project will be borne by the Barrie Sharks. Once the project is complete, the organization will pay a yearly fee of \$20,000 per year, plus a 2% increase each year, for five (5) years, with two (2) five (5) year terms if both parties agree to extend.
19. All renovated spaces will become the property and responsibility of the City of Barrie once completed. No additional staff resources will be required to implement the recommendation.

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

20. The 2018-2022 Council Strategic Plan has not been finalized as of the writing of this Report.

APPENDIX "A"

**AGREEMENT REGARDING  
FACILITY USE CONTRACT – CITY OF BARRIE ARENA AT  
EAST BAYFIELD COMMUNITY CENTRE**

BETWEEN:

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

- AND -

**BARRIE SHARKS PWHL WOMENS 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 **East Bayfield Community Centre**, (the "Facility");
- B. The Licensee has requested that the City grant to the Licensee the right to occupy and use the premises subject to the terms hereinafter contained;
- C. As part of the Licensee's use of the facility, the Licensee shall complete alterations to the Dressing Room as set out in the drawings attached hereto as Schedule "B"

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:

1. LICENSEE:

- a) The City hereby grants to the Licensee a license and right to enter upon, occupy, and use that part of the Facility designated as Staff Room adjacent to the Green Arena, (the "Dressing Room"). The licensee will use the Dressing Room subject to the terms set out in schedule 'A'.
- b) The Term will be from August 1, 2019 July 31, 2024 inclusive (the 'Term').

2. FEES:

- a) For the right to occupy and use the premises for a Team dressing room, the Licensee will pay to the City rent in the amount of TWENTY THOUSAND (\$20,000.00) plus HST, plus an additional applicable taxes in the first year of the tem with an annual increase of two percent (2%) a year for the remainder of the Term.
- b) These fees are in addition to any ice rental agreement fees.

3. ADDITIONAL CHARGES:

- a) 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.

4. FOOD:

- a) 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.

**5. PERSONNEL AND EQUIPMENT:**

- a) The Licensee, at its own expense, shall employ such personnel as it may require to maintain 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'.
- b) 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 Facility Supervisor. The Licensee is responsible for all permits, inspections (electrical and fire inspections), etc...
- c) 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 to maintain or alter 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.

**6. SAVE HARMLESS:**

- a) 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.

**7. INSURANCE:**

- a) The Licensee agrees to maintain Comprehensive General Liability Insurance in an amount of at least FIVE MILLION DOLLARS (\$5,000,000.00) 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.

**8. CLAIM:**

- a) 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.

**9. LIABILITY:**

- a) 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/

**10. ALTERATIONS:**

- a) 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.

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**11. CONSTRUCTION LIENS:**

- a) The Licensee covenants and agrees that it will hold back in its payments to any contract who may construct any alterations or improvements permitted under this Agreement, such amounts as may be required under the provisions of the *Construction Act*, RSO 1990 c. C.30. The Licensee agrees to indemnify and save completely harmless the City from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed by the Licensee, its agents and assigns pursuant to the provisions of this Agreement, and, on demand by the City, the Licensee will take such steps as may be necessary to immediately discharge all liens.

**12. RULES AND REGULATIONS:**

- a) 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 space being leased may have limited accessibility as required by the current building code for people who are mobile restricted. The Licensee agrees to the terms in schedule 'A'

**13. FORCE MAJEURE:**

- a) 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.

**14. TERMINATION:**

- a) 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.

**15. DEPOSIT:**

- a) The Licensee agrees to provide the City with a ONE THOUSAND DOLLAR (\$1,000.00) deposit at the beginning of the Term which will be held and applied as required against any shortage of rental fee incurred through the rental period. The City agrees to apply the sum or balance of the deposit against the end of the Term balance of room and ice fees provided that all accounts are up to date and paid in full.
- b) The Licensee agrees to provide the City with payments as outlined in schedule 'A'

**16. BINDING EFFORT:**

- a) 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.

**17. ADVERTISING/PROMOTION:**

- a) All Event advertising/promotion including television/radio and print, must include the full "East Bayfield 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.



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18. CONTACT:

Barrie Sharks PWWHL Hockey Club, C/O:

Rob Whitehead  
1 Saunders Rd  
Barrie, ON  
L4N 9A7

**IN WITNESS WHEREOF** the parties hereto have executed this agreement this XX day of XX, 2019.

**THE CORPORATION OF THE CITY OF BARRIE**

Per: \_\_\_\_\_  
Barb Roth

Per: \_\_\_\_\_  
Rob Bell

**BARRIE SHARKS PWWHL HOCKEY CLUB**

Per: \_\_\_\_\_  
Rob Whitehead



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**SCHEDULE A**

**Preamble to Agreement:**

Whereas the Licensee is seeking to obtain space in order to establish a 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:
  - a. \$20,000.00 (Twenty thousand dollars) plus HST and any other applicable taxes for year 1 and an additional 2% annual increase for the length of the term.
2. Term:
  - a. The Term shall be from August 1, 2019 until July 31, 2024, plus two 5 year terms upon agreement between the City of Barrie and the Barrie Women's Hockey Association.
3. Option:
  - a. The Licensee shall with 6 months written notice of the end of the term, have the right to renew or negotiate an option as mutually agreed.
4. Hours of use:
  - a. All hours of access will be with the prior written approval of the Facility Supervisor.
5. Improvements:
  - a. The Licensee will be permitted to fit out, at its own expense, the space, in accordance with Schedule "B".
  - b. 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.
  - c. 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.
  - d. In any case all fixed capital improvements shall remain the property of the City.
  - e. The Licensee shall comply with the obligations of the *Construction Act*, RSO 1990 c. C30
6. Facility Use:
  - a. All ice times to be on the Green Rink where possible or unless otherwise agreed.
  - b. Adequate dressing room space for the visiting Team will be provided.
  - c. In addition, for game nights only, there shall be a dressing facility for game officials.
  - d. Off-ice warm up space for players will be restricted to the designated areas as posted and all rules regarding same shall be observed (this includes the visiting Team.)
  - e. The City acknowledges and agrees to provide properly operating score clocks and sound equipment for in-game music and announcements.
7. The City undertakes to use its best efforts to provide earliest notice (e-mail satisfactory) before canceling any game date. Pursuant to any ice cancellations, howsoever caused, the City undertakes to work with the Licensee to identify alternative dates and times to replace any cancelled or unusable ice times, at no additional cost to the Licensee.
8. 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.



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9. The licensee will at all times 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.
10. The City agrees to allow the Licensee to merchandise items during the rental period of this Agreement. All applicable taxes charged by the Licensee on merchandise items, will be the responsibility of the Licensee to submit to the proper tax authority.
11. Room Payment Schedule (for the first 5 year term):

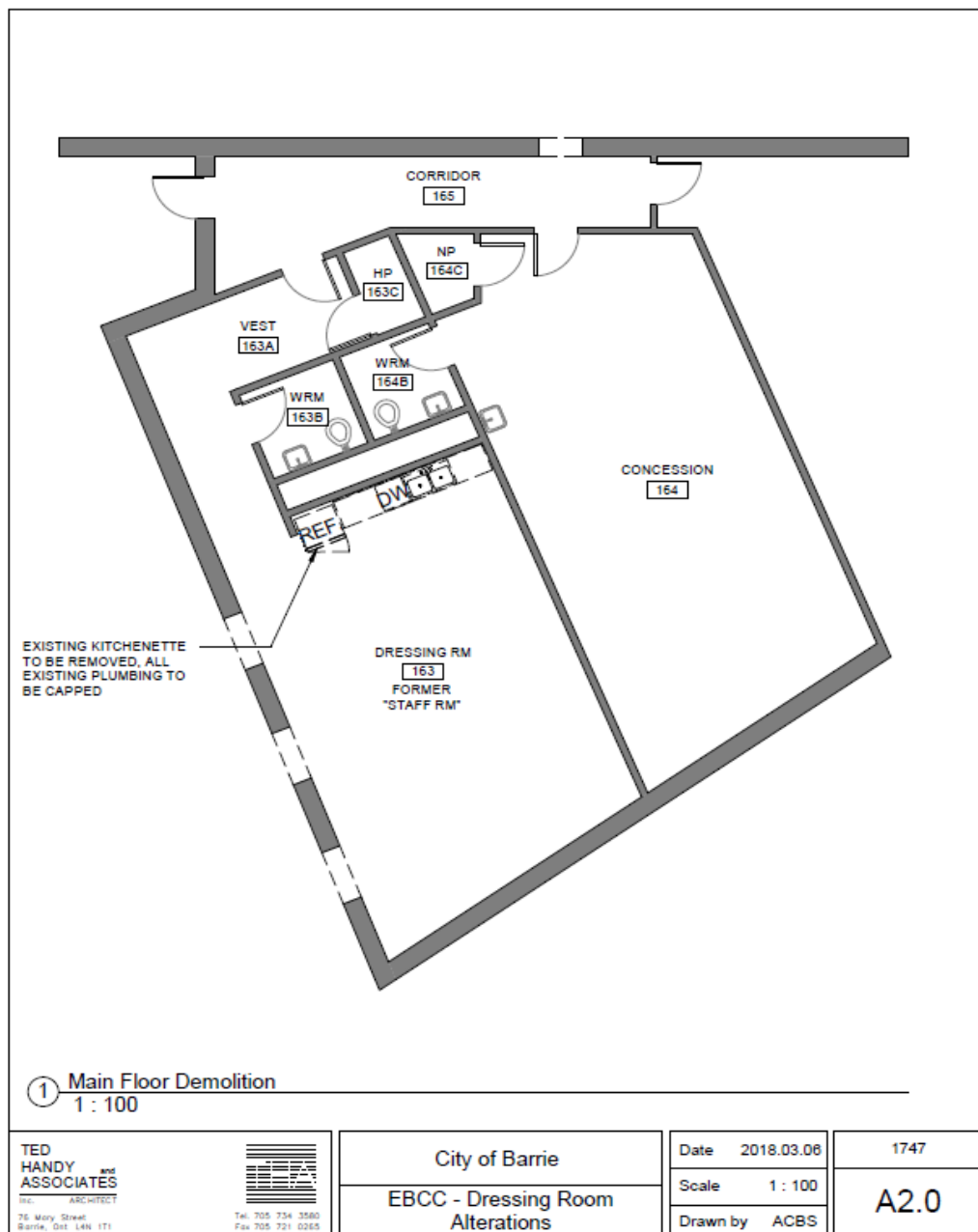
	Annual	HST	Total
August 1, 2019	\$ 20,000.00	\$ 2,600.00	\$ 22,600.00
August 1, 2020	\$ 20,400.00	\$ 2,652.00	\$ 23,052.00
August 1, 2021	\$ 20,808.00	\$ 2,705.04	\$ 23,513.04
August 1, 2022	\$ 21,224.16	\$ 2,759.14	\$ 23,983.30
August 1, 2023	\$ 21,648.64	\$ 2,814.32	\$ 24,462.96

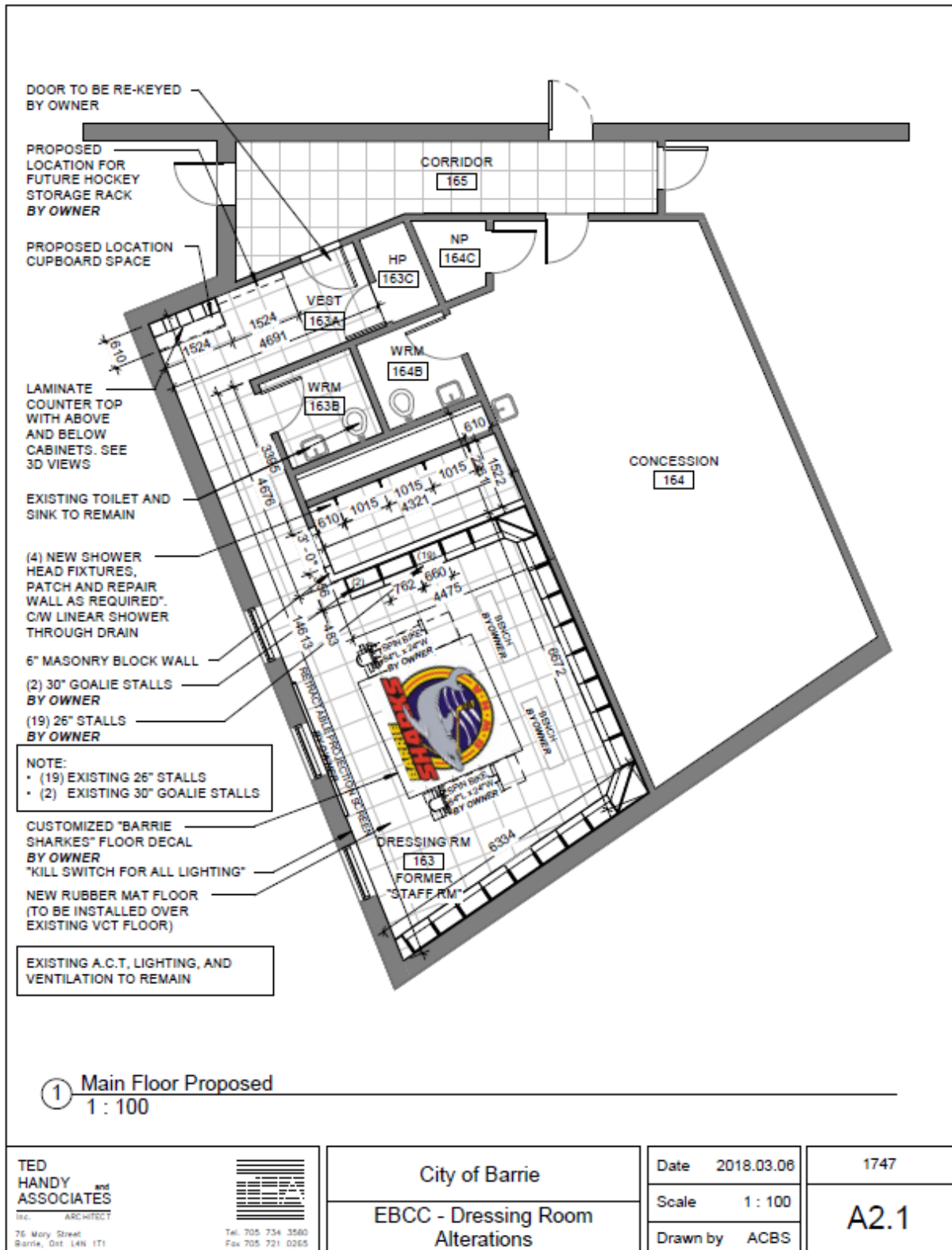
The parties agree to Schedule "A" attached hereto and accept it as part of rental contract.

## APPENDIX B

### DRESSING ROOM DRAWINGS

Works to be done as per outlined in the attachment and that the PWHL Barrie Sharks are to retain the contractor and approve drawings and all specifications and indemnify the City of Barrie for any losses, damages or liens laid against the project. The Barrie Sharks will be responsible for all payments related to the renovation of the dressing room.





TED  
HANDY  
and  
ASSOCIATES

Architect  
76 Mary Street  
Barrie, Ont L4N 1T1



Tel: 705.734.3560  
Fax: 705.721.0265

City of Barrie

EBCC - Dressing Room  
Alterations

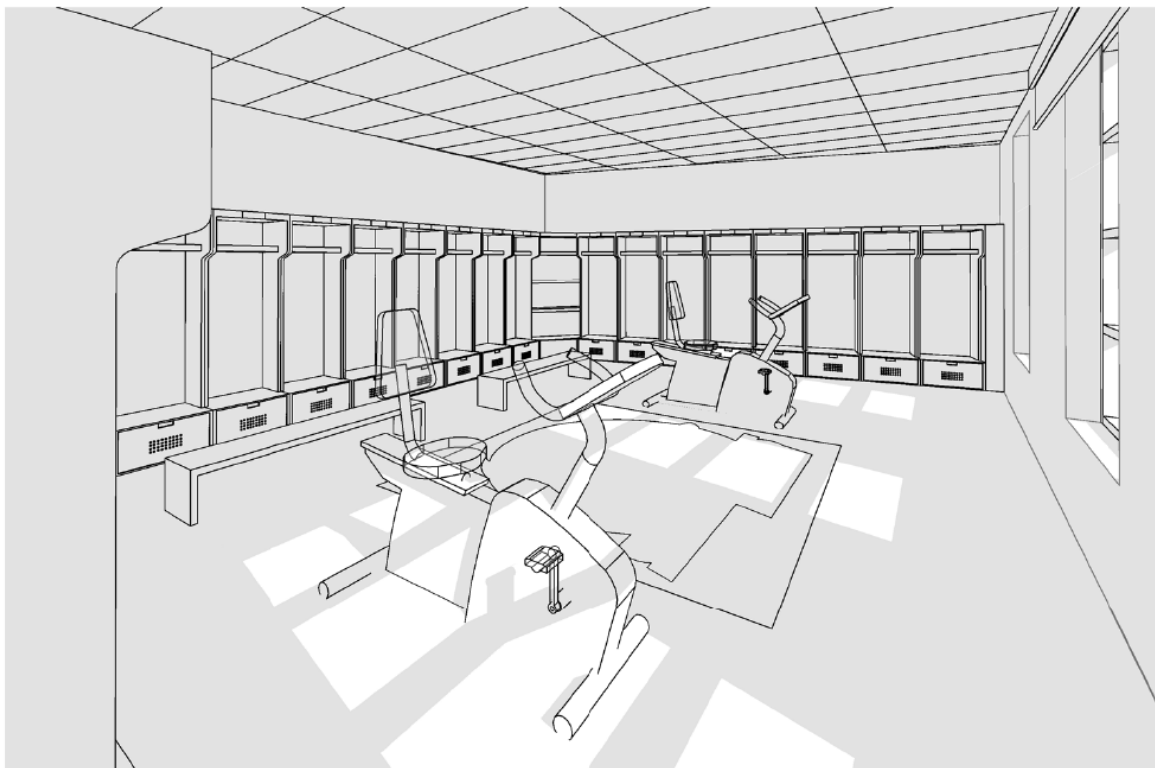
Date 2018.03.06

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Drawn by ACBS

1747

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① INT - DRESSING ROOM (LOOKING SOUTH)

City of Barrie  
EBCC - Dressing Room Alterations

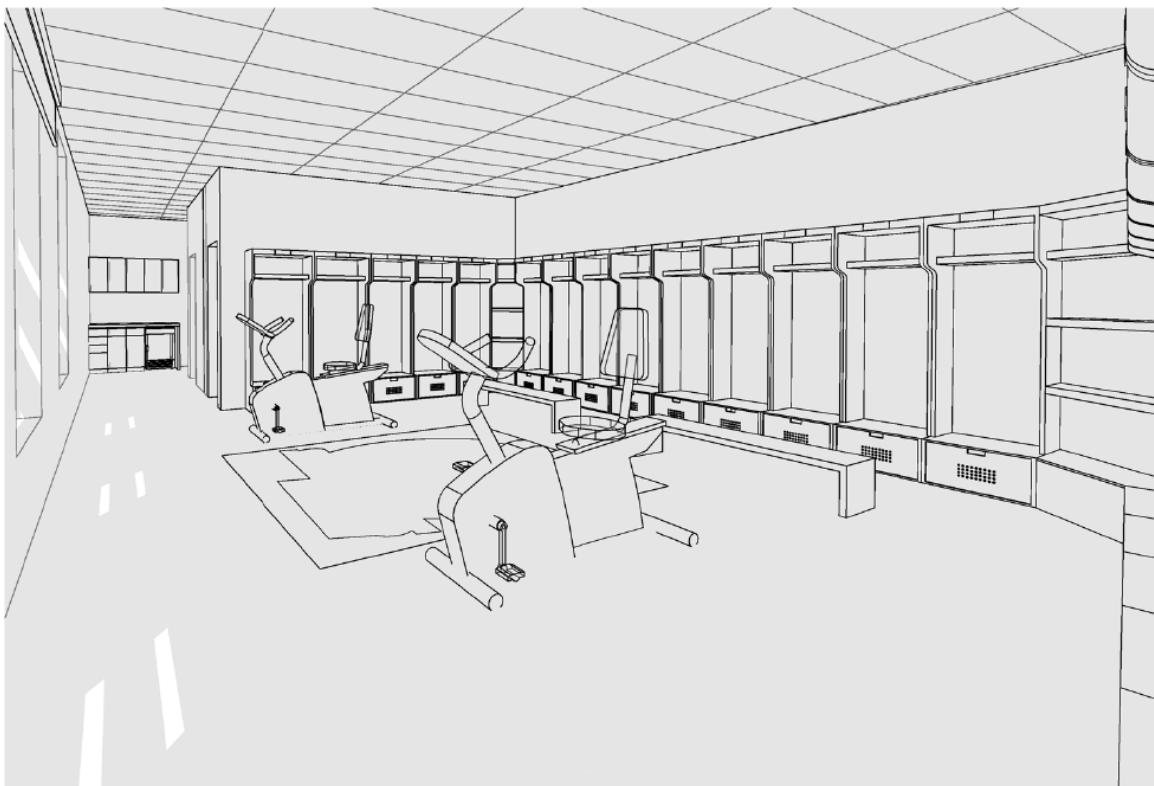
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TED  
HANDY  
and  
ASSOCIATES

75 Main Street  
Barrie, Ont. L4N 1T1



Tel: 705.734.3580  
Fax: 705.721.0265



① INT - DRESSING ROOM (LOOKING NORTH)

City of Barrie  
EBCC - Dressing Room Alterations

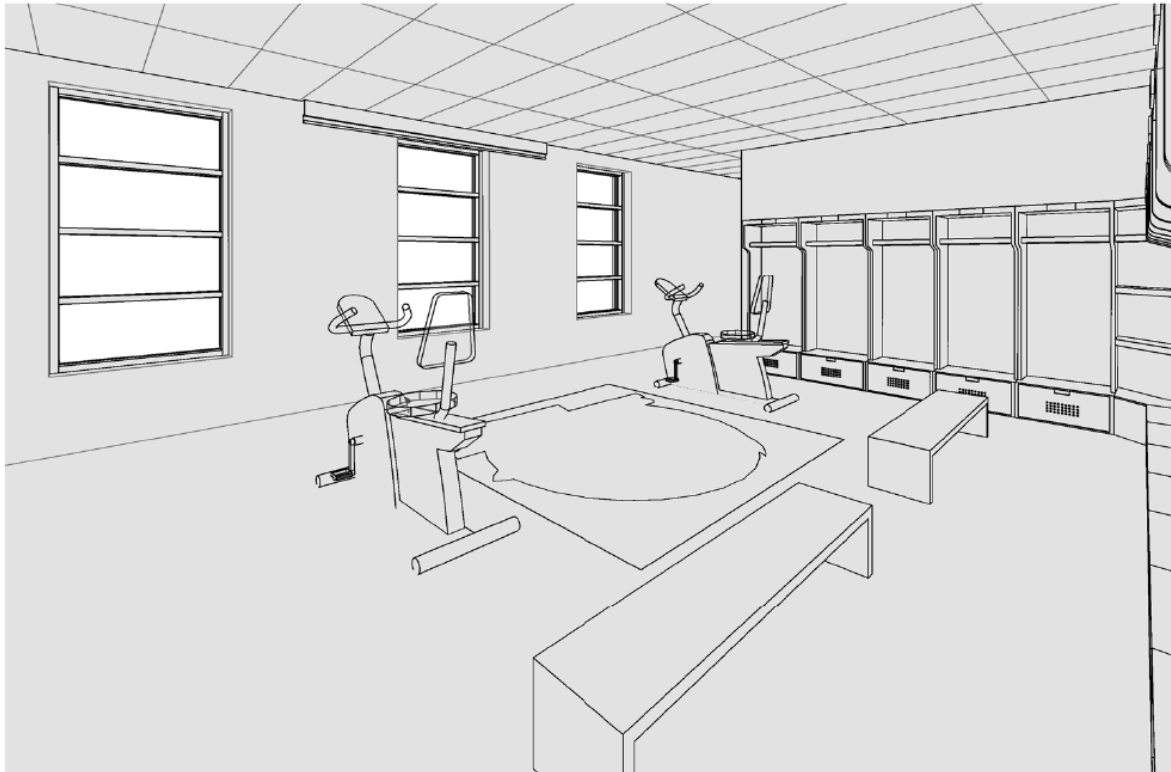
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TED  
HANDY  
ASSOCIATES

75 Mary Street  
Barrie, Ont. L4N 1T1



Tel: 705.734.3580  
Fax: 705.721.0265



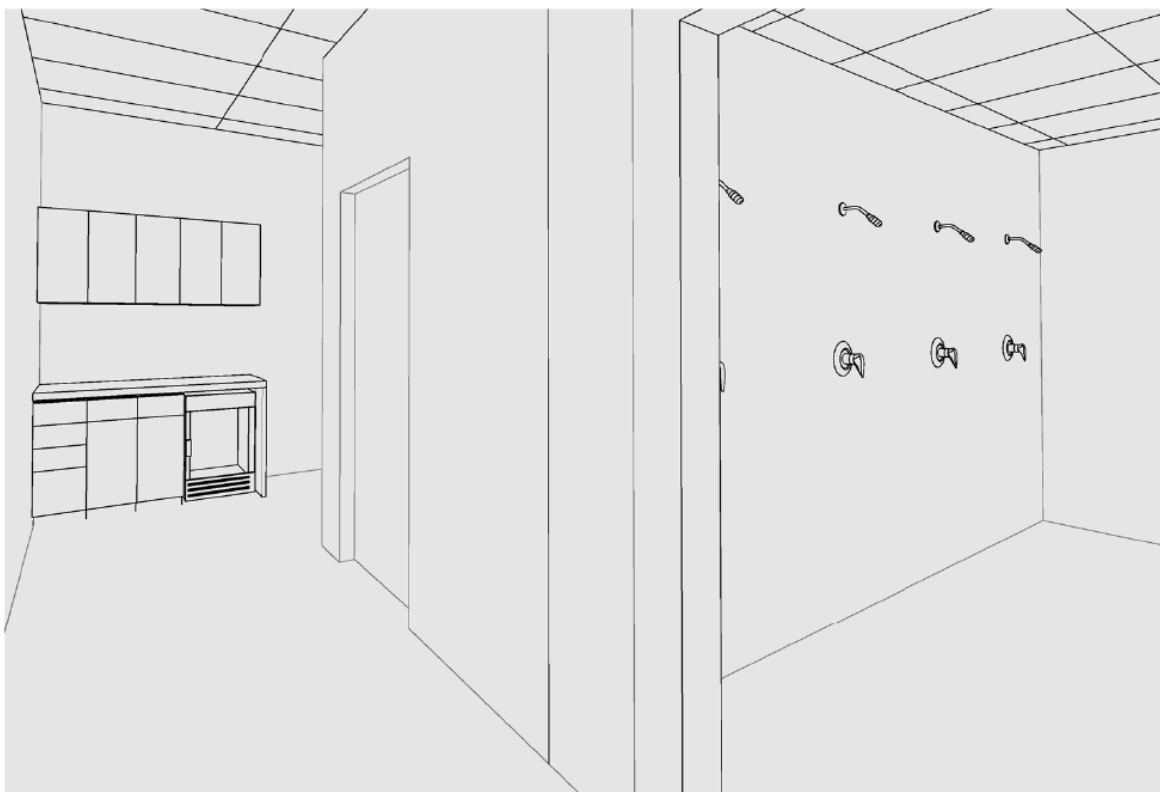
① INT - DRESSING ROOM (LOOKING WEST)

City of Barrie  
EBCC - Dressing Room Alterations

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TED  
HANDY  
ASSOCIATES  
INC. ARCHITECT  
75 Wemy Street  
Barrie, Ont. L4M 1T1

Tel: 705 734 3580  
Fax: 705 721 0265



1 INT - DRESSING ROOM (LOOKING AT KITCHENETTE & SHOWERS)

City of Barrie  
EBCC - Dressing Room Alterations

06/12/2017 4:11:09 PM

TED  
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