



---


**TO:** GENERAL COMMITTEE


**SUBJECT:** BARRIE BAYCATS BASEBALL CLUB FACILITY USE AGREEMENT

**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:** P. ELLIOTT-SPENCER, MBA, CPA, CMA  
GENERAL MANAGER OF COMMUNITY AND CORPORATE 

**CHIEF ADMINISTRATIVE OFFICER APPROVAL:** CARLA LADD, CHIEF ADMINISTRATIVE OFFICER 

---

**RECOMMENDED MOTION**

1. That the Mayor and Clerk be authorized to execute an agreement with Barrie Baycats Baseball Club, for use of the baseball stadium located at the Barrie Community Sports Complex, 2100 Nursery Rd. Midhurst, ON. subject to the agreement conforming to the following:
  - a) The term of the agreement shall be 5-years, from May 2016 to August 31, 2020.
  - b) The club shall schedule and pay for its use of the Stadium through established booking procedures maintained by the Recreation Services Department of Barrie;
  - c) The rental rates paid by the Barrie Baycats Baseball Club shall be outlined within the agreement, with increases at the sole discretion of the City of Barrie that will not be less than the annual CPI.

Furthermore the agreement shall contain any other terms and conditions deemed necessary by the General Manager of Community & Corporate Services, and the form of the agreement shall be prepared to the satisfaction of the Director of Legal Services.

**PURPOSE & BACKGROUND**

2. The Barrie Baycats Baseball Club have been providing a high caliber of baseball for the fans within the area to experience for over 15 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. Last year, 2014, the Barrie Baycats won the IBL Championships and have been honoured to host the IBL All Star game July 11, 2015. For more information on Barrie Baycats Baseball Club Agreement, please see Appendix A of this staff report.

---

**ANALYSIS**

**Proposed Terms**

The Recreation Services Department worked in co-operation with the President of the Barrie Baycats organization and agreed in principle on the terms and conditions outlined below.

**a) Term**

The term of this agreement will be for the years 2016 to 2020 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 Department of Barrie. It shall submit by January 31 of each calendar year during the term a tentative schedule for the upcoming season.

**b) Payment**

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

\$400.00 plus HST for regular games (Stadium)

\$69.55 plus HST for practices (Dana field)

\$59.55 plus HST for Day Camp (Lennox field)

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

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 \$15 per hour.

**c) Use of the Stadium**

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

It will have exclusive use of 1 dressing room and 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.

**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.

**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.

*(Further terms are outlined in the Agreement in Appendix 'A').*

---

**ALTERNATIVES**

3. There are two alternatives 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 on August 31, 2015.

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, without adequate time to secure alternate locations for their activities. Furthermore, such a decision would negatively impact on the total usage of the baseball stadium at the BCSC.

**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.

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 would mean a risk that the Barrie Baycats Baseball Club may not support the amended agreement.

**FINANCIAL**

4. The proposed agreement would solidify the Barrie Baycats Baseball Club continued use of the BCSC baseball stadium, thereby securing rental fees of over \$7,000 per year for a total of \$35,000 over the 5-year term.

**LINKAGE TO 2014-2018 COUNCIL STRATEGIC PLAN**

5. The recommendation(s) included in this Staff Report support the following goals identified in the 2014-2018 City Council Strategic Plan:

- Responsible Spending
- Inclusive Community

6. The proposed Barrie Baycats Baseball Club Facility Use Agreement would:

- a) Contribute to the City's goal of a strengthened financial condition as the agreement would ensure the continuance of rental payments for the use of the BCSC Stadium for the next five years;

- b) Contribute to the City's goal of improving and expanding community involvement and city interactions by providing a solid foundation to continuing the existing stable and beneficial relationship between the City and the Community Partners.

Appendix A

THIS AGREEMENT made this            day of            , 2016

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. Coates Stadium (the "Stadium") is located in the 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 for the years 2016 to 2020 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 Department of Barrie. It shall submit by January 31 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:

\$400.00 plus HST for regular games (Stadium)

\$69.55 plus HST for practices (Dana field)

\$59.55 plus HST for Day Camp (Lennox field)

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

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 \$15 per hour.

#### **Use of the Stadium**

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

It will have exclusive use of 1 dressing room and 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.

#### **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 their seating capacity 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, 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.

### **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 on August 31, 2020, 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: \_\_\_\_\_

Dawn A. McAlpine, Barrie Clerk

**BARRIE BAYCATS BASEBALL CLUB**

Per: \_\_\_\_\_

David Mill, Barrie Baycats

---

**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.