

7. **Motion - Ottawa Stadium – Facility Booking Agreement**
Motion - Ottawa Stadium - Accord de réservation de l'installation

COMMITTEE RECOMMENDATIONS

That City Council approve the proposed changes in approach to the scheduling, allocation and booking of the site as proposed by 12274345 Canada Inc (the “Partnership”); and

That the General Manager of Recreation, Cultural and Facility Services be delegated the authority to finalize and execute a Facility Booking Agreement with the Partnership, in accordance with the following guidelines:

- 1. The Partnership will allocate use of the Facility while ensuring that all clients booking the Stadium have adequate insurance in place for the proposed use, including naming the City as an additional insured;**
- 2. The Partnership will assume all responsibility for set-up, preparation, take-down, janitorial and any remedial work required for any special event day bookings;**
- 3. The Partnership will continue to present Titans games in accordance with the requirements of its existing Lease with the City;**
- 4. The Partnership will continue to prioritize bookings for community use that the Partnership determines are appropriate and consistent with the calibre of the Facility, including high-level community leagues and postsecondary teams;**

5. **The Partnership will follow the requirements of the Special Events By-law 2013-232, including consulting with the Special Events Advisory Team for any events where more than 500 people are expected to attend;**
6. **The Partnership will continue to pay the fees that would otherwise be payable to the City for use of the facility, as set out in the Lease and to be reaffirmed in the Facility Booking Agreement;**
7. **The Partnership will indemnify the City from any expenses, damages, losses or claims arising from any bookings made by the Partnership or the events held pursuant to a booking made by the Partnership; and**
8. **The Facility Booking Agreement will only govern the transfer of responsibility for booking the Facility from the Central Allocations Office to the Partnership and further delineate maintenance and repair obligations as a result of the different events. However, the existing Lease will remain in effect.**

RECOMMANDATIONS DU COMITÉ

Que le Conseil municipal approuve les modifications relatives à l'établissement du calendrier, aux attributions et aux réservations du site que propose le Partenaire; et

Que le directeur général des Loisirs, de la Culture et des Installations reçoive par délégation le pouvoir d'établir la version définitive d'un accord de réservation de l'installation et de le signer avec le Partenaire, sous les conditions suivantes :

1. **Le Partenaire attribuera les utilisations de l'installation en s'assurant que les clients qui la réservent contractent une assurance adéquate pour les activités projetées, notamment en désignant la Ville comme assurée additionnelle;**

2. Le Partenaire assumera l'entière responsabilité de l'installation, de la préparation, du démontage, du nettoyage et des réparations qu'exigera toute réservation en vue d'un événement spécial d'un jour;
3. Le Partenaire continuera de présenter les parties des Titans conformément aux exigences de son bail déjà signé avec la Ville;
4. Le Partenaire continuera d'accorder la priorité aux réservations pour les activités communautaires qu'il jugera appropriées et d'un niveau adéquat compte tenu du calibre du stade, notamment celles des ligues communautaires et équipes postsecondaires de niveau supérieur;
5. Le Partenaire suivra les exigences du *Règlement sur les événements spéciaux* (n° 2013-232), notamment celle de consulter l'Équipe consultative des événements spéciaux pour tout événement censé attirer plus de 500 personnes;
6. Le Partenaire continuera de payer les frais autrement payables à la Ville pour l'utilisation de l'installation aux termes du bail, frais qui seront réitérés dans l'accord de réservation de l'installation;
7. Le Partenaire garantira la Ville contre l'ensemble des dépenses, des dommages, des pertes et des actions découlant de réservations qu'il aura faites ou d'événements tenus à la suite d'une réservation faite par lui;
8. L'accord de réservation de l'installation ne régira que le transfert des responsabilités pour la réservation de l'installation du bureau central des attributions au Partenaire, et définira plus précisément les obligations d'entretien et de réparation en lien avec les différents événements. Le bail actuel demeurera toutefois en vigueur.

DOCUMENTATION/DOCUMENTATION

1. Finance and Economic Development Committee report, dated April 8, 2022, (ACS2022-OCC-FED-0003)

Rapport du Comité des finances et du développement économique, daté le 8 avril 2022, (ACS2022-OCC-FED-0003)

2. Extract of draft Minutes, Finance and Economic Development Committee, April 5, 2022

Extrait de l'ébauche du procès-verbal, Comité des finances et du développement économique, le 5 avril 2022

Subject: Motion – Ottawa Stadium – Facility Booking Agreement

File Number: ACS2022-OCC-FED-0003

Report to Council 13 April 2022

Submitted on April 8, 2022 by Finance and Economic Development Committee

**Contact Person: Carole Legault, Committee Coordinator
613-580-2424 x28934, CaroleA.Legault@ottawa.ca**

Ward: Rideau-Rockcliffe (13)

Objet : Motion – Ottawa Stadium - Accord de réservation de l'installation

Dossier : ACS2022-OCC-FED-0003

Rapport au Conseil le 13 avril 2022

**Soumis le 8 avril 2022 par le Comité des finances et du développement
économique**

**Personne ressource : Carole Legault, Coordonnatrice du comité
613-580-2424 x28934, CaroleA.Legault@ottawa.ca**

Quartier : Rideau-Rockcliffe (13)

REPORT RECOMMENDATION

That Finance and Economic Development Committee recommend that City Council approve the proposed changes in approach to the scheduling, allocation and booking of the site as proposed by 12274345 Canada Inc (the “Partnership”); and

That the General Manager of Recreation, Cultural and Facility Services be delegated the authority to finalize and execute a Facility Booking Agreement with the Partnership, in accordance with the following guidelines:

- 9. The Partnership will allocate use of the Facility while ensuring that all**

clients booking the Stadium have adequate insurance in place for the proposed use, including naming the City as an additional insured;

- 10. The Partnership will assume all responsibility for set-up, preparation, take-down, janitorial and any remedial work required for any special event day bookings;**
- 11. The Partnership will continue to present Titans games in accordance with the requirements of its existing Lease with the City;**
- 12. The Partnership will continue to prioritize bookings for community use that the Partnership determines are appropriate and consistent with the calibre of the Facility, including high-level community leagues and postsecondary teams;**
- 13. The Partnership will follow the requirements of the Special Events By-law 2013-232, including consulting with the Special Events Advisory Team for any events where more than 500 people are expected to attend;**
- 14. The Partnership will continue to pay the fees that would otherwise be payable to the City for use of the facility, as set out in the Lease and to be reaffirmed in the Facility Booking Agreement;**
- 15. The Partnership will indemnify the City from any expenses, damages, losses or claims arising from any bookings made by the Partnership or the events held pursuant to a booking made by the Partnership; and**
- 16. The Facility Booking Agreement will only govern the transfer of responsibility for booking the Facility from the Central Allocations Office to the Partnership and further delineate maintenance and repair obligations as a result of the different events. However, the existing Lease will remain in effect.**

RECOMMANDATION DU RAPPORT

Que le Comité des finances et du développement économique recommande au Conseil municipal d'approuver les modifications relatives à l'établissement du calendrier, aux attributions et aux réservations du site que propose le Partenaire, 12274345 Canada Inc; et

Que le directeur général des Loisirs, de la Culture et des Installations reçoive par délégation le pouvoir d'établir la version définitive d'un accord de réservation de l'installation et de le signer avec le Partenaire, sous les conditions suivantes :

1. Le Partenaire attribuera les utilisations de l'installation en s'assurant que les clients qui la réservent contractent une assurance adéquate pour les activités projetées, notamment en désignant la Ville comme assurée additionnelle;
2. Le Partenaire assumera l'entière responsabilité de l'installation, de la préparation, du démontage, du nettoyage et des réparations qu'exigera toute réservation en vue d'un événement spécial d'un jour;
3. Le Partenaire continuera de présenter les parties des Titans conformément aux exigences de son bail déjà signé avec la Ville;
4. Le Partenaire continuera d'accorder la priorité aux réservations pour les activités communautaires qu'il jugera appropriées et d'un niveau adéquat compte tenu du calibre du stade, notamment celles des ligues communautaires et équipes postsecondaires de niveau supérieur;
5. Le Partenaire suivra les exigences du *Règlement sur les événements spéciaux* (n° 2013-232), notamment celle de consulter l'Équipe consultative des événements spéciaux pour tout événement censé attirer plus de 500 personnes;
6. Le Partenaire continuera de payer les frais autrement payables à la Ville pour l'utilisation de l'installation aux termes du bail, frais qui seront réitérés dans l'accord de réservation de l'installation;

7. Le Partenaire garantira la Ville contre l'ensemble des dépenses, des dommages, des pertes et des actions découlant de réservations qu'il aura faites ou d'événements tenus à la suite d'une réservation faite par lui;
8. L'accord de réservation de l'installation ne régira que le transfert des responsabilités pour la réservation de l'installation du bureau central des attributions au Partenaire, et définira plus précisément les obligations d'entretien et de réparation en lien avec les différents événements. Le bail actuel demeurera toutefois en vigueur.

BACKGROUND

On April 5, 2022, the Finance and Economic Development Committee approved the following motion, which was added to the agenda pursuant to subsection 89(3) of the Procedure By-law:

MOTION

Moved by Councillor L. Dudas

WHEREAS on December 19, 2019, City Council approved an offer from the 12274345 CANADA INC (the "Partnership") to lease the Ottawa Stadium; and

WHEREAS a ten-year (January 1, 2021, to December 31, 2031) Lease Agreement (the "Lease") was executed between the City and the Partnership on September 22, 2020, for the use of the Ottawa Stadium; and

WHEREAS the Lease included provisions for the City and the Partnership to enjoy shared use of the facility; and

WHEREAS the Lease Agreement contemplated that the City would allocate to the Partnership, on a priority basis, use of the stadium for league games and team practices; and

WHEREAS the Lease Agreement also contemplated that the City would be responsible for allocating all other baseball and non-baseball uses of the stadium, including Partnership non-baseball events and all community uses; and

WHEREAS the Partnership has proposed that it assume responsibility for the scheduling, allocation and booking of all facility uses by the Partnership and community users; and

WHEREAS this approach would leverage the expertise of the Partnership and the Titans in managing and optimizing the use of this purpose-built sporting facility for baseball operations and the delivery of special events; and

WHEREAS the Partnership has also proposed to compensate the City for the budgeted revenue expected from its non-baseball events and community rentals, in order to better coordinate use of the site and optimize its full potential; and

WHEREAS the City has assessed this proposal and concurs that it would be of benefit to all parties;

THEREFORE BE IT RESOLVED that the Finance and Economic Development Committee recommend that City Council approve the proposed changes in approach to the scheduling, allocation and booking of the site as proposed by the Partnership; and

BE IT FURTHER RESOLVED that the General Manager of Recreation, Cultural and Facility Services be delegated the authority to finalize and execute a Facility Booking Agreement with the Partnership, in accordance with the following guidelines:

- 1. The Partnership will allocate use of the Facility while ensuring that all clients booking the Stadium have adequate insurance in place for the proposed use, including naming the City as an additional insured;**
- 2. The Partnership will assume all responsibility for set-up, preparation, take-down, janitorial and any remedial work required for any special event day bookings;**
- 3. The Partnership will continue to present Titans games in accordance with the requirements of its existing Lease with the City;**
- 4. The Partnership will continue to prioritize bookings for community use that the Partnership determines are appropriate and consistent with the calibre**

of the Facility, including high-level community leagues and postsecondary teams;

5. The Partnership will follow the requirements of the Special Events By-law 2013-232, including consulting with the Special Events Advisory Team for any events where more than 500 people are expected to attend;
6. The Partnership will continue to pay the fees that would otherwise be payable to the City for use of the facility, as set out in the Lease and to be reaffirmed in the Facility Booking Agreement;
7. The Partnership will indemnify the City from any expenses, damages, losses or claims arising from any bookings made by the Partnership or the events held pursuant to a booking made by the Partnership; and
8. The Facility Booking Agreement will only govern the transfer of responsibility for booking the Facility from the Central Allocations Office to the Partnership and further delineate maintenance and repair obligations as a result of the different events. However, the existing Lease will remain in effect.

DISCUSSION

The Committee unanimously supported the aforementioned motion and is now before Council for its consideration and action, as appropriate.

FINANCIAL IMPLICATIONS

There are no financial implications to implementing the recommendations in this report.

LEGAL IMPLICATIONS

There are no legal impediments to the approval of the recommendations contained in this report.

COMMENTS BY THE WARD COUNCILLOR(S)

Councillor R. King noted his supported at the Finance and Economic Development Committee meeting on April 5, 2022.

ADVISORY COMMITTEE(S) COMMENTS

This report was drafted to transmit the Motion approved at Committee to Council for consideration at its meeting of April 13, 2022; no Advisory Committees were consulted in the preparation of this report.

CONSULTATION

This report was drafted to transmit the Motion approved at Committee to Council for consideration at its meeting of April 13, 2022. The Finance and Economic Development Committee meeting on April 5, 2022 was open to the public. No delegations registered to speak for this item.

ACCESSIBILITY IMPACTS

This report was drafted to transmit the Motion approved at Committee to Council for consideration at its meeting of April 13, 2022; no Accessibility Impacts have been identified. Staff will be available at Council if clarification is required.

RISK MANAGEMENT IMPLICATIONS

This report was drafted to transmit the Motion approved at Committee to Council for consideration at its meeting of April 13, 2022; no Risk Management Implications were identified in the preparation of this report.

RURAL IMPLICATIONS

This report was drafted to transmit the Motion approved at Committee to Council for consideration at its meeting of April 13, 2022; no Rural Implications were identified in the preparation of this report.

TERM OF COUNCIL PRIORITIES

This report was drafted to transmit the Motion approved at Committee to Council for consideration at its meeting of April 13, 2022; no specific Term of Council Strategic Priorities have been identified. Staff will be available at the Council meeting to respond to questions, as necessary.

DISPOSITION

Staff will implement Council's decision(s), as directed.