

MISSION STATEMENT

"Our City is built on relationships – between citizens and their government, businesses and public institutions, city and region – all interconnected, mutually supportive, and focused on the brightest future we can create together"

REPORT #: S 24/2016	Report Date: 1/19/2016
Author's Contact: Jan Wilson Executive Director, Recreation and Culture 519-253-2300 ext 2701 jwilson@citywindsor.ca	Date to Council: January 25, 2016
	Clerk's File #: SR2016

To: Mayor and Members of City Council

Subject: Letter of Understanding for Memorial Cup 2017 bid - City Wide

RECOMMENDATION:

THAT the Chief Administrative Officer BE AUTHORIZED to sign the Letter of Understanding between the Windsor Spitfires Inc. and the City of Windsor for the hosting of the 2017 Memorial Cup as part of the required Bid Document from the Windsor Spitfires, subject to approval in form by the City Solicitor and in technical content to the Executive Director of Recreation.

EXECUTIVE SUMMARY:

N/A

BACKGROUND:

The Windsor Spitfires Hockey Club (Spitfires) have advised City Administration that they are submitting a bid to host the Memorial Cup in Windsor in 2017. The Memorial Cup is the national championship for the Canadian Hockey League. The event takes place in May of each year and involves the host club, as well as the champions of the Ontario Hockey League, the Quebec Major Junior Hockey League, and the Western Hockey League. Bids to host the Memorial Cup must be submitted by the Hockey Club rather than the venue or municipality.

DISCUSSION:

The bid document requires a Letter of Understanding between the Hockey Club and the owner of the venue in which the event is to take place, in this case between the Windsor Spitfires and the City of Windsor. The City currently has a license agreement with the Spitfires for the use of the WFCU Centre for their operations. The Letter of Understanding (copy attached as Appendix A) primarily outlines a commitment by the City of Windsor to reserve the venue for the required dates to accommodate the event, and to ensure the necessary technical and support systems are in place. It should be noted that the components within the Letter of Understanding are consistent with terms contained within the City's existing License Agreement with the Spitfires.

Council approved the request for the Chief Administrative Officer to sign the Letter of Understanding when the Spitfires bid on the 2014 Memorial Cup (M15-2013). The Letter for the 2017 bid is identical to the Letter submitted for the 2014 bid except for minor amendments including the dates, the contact person for the venue, and clarifying language.

RISK ANALYSIS:

There is little to no risk to the signing of the Letter of Understanding for the 2017 Memorial Cup bid. The Letter of Understanding is not a binding agreement and acknowledges that a formal agreement would be required should the Spitfires be successful in their bid. There are currently no conflicts with other events at the WFCU Centre, and the dates have been blocked off to ensure their availability. The Spitfires will receive notice on the award of the 2017 Memorial Cup in May 2016. Should the Spitfires not be successful, the dates would then be freed up for other bookings.

FINANCIAL MATTERS:

As noted in the Letter of Understanding (Section 5), the Spitfires would be required to pay rental fees and event costs as per approved fees for the calendar year of the event.

While this Letter of Understanding does not commit the city to contribution of dollars, it is unknown at this time if future requests for funding will be made. This remains at City Council's discretion should a request be made.

CONSULTATIONS:

Manager, WFCU Centre and Recreation Facilities

CONCLUSION:

The Memorial Cup is a prestigious tournament with close to one hundred years of history. Previous Memorial Cup events have attracted 40,000 – 50,000 participants and spectators to the host city. The WFCU Centre has hosted other high profile events such as the World Under-17 Hockey Tournament, the CHL Prospects game, and the Russia-Canada Super Series.

PLANNING ACT MATTERS:

N/A

APPROVALS:

Name	Title
Jan Wilson	Executive Director, Recreation and Culture
Shelby Askin-Hager	City Solicitor
Jelena Payne	Community Development and Health Commissioner
Onorio Colucci	Chief Financial Officer/City Treasurer
Helga Reidel	Chief Administrative Officer

NOTIFICATIONS:

Name	Address	Email
Steve Horne	8787 McHugh Street Windsor, Ontario N8S 1A0	shorne@windsorspitfires.com

APPENDICES:

Appendix A – Letter of Understanding – 2017 Memorial Cup

Appendix A – Letter of Understanding

The WFCU Centre
8787 McHugh Street
Windsor, Ontario, Canada
N8S 0A1

January 19, 2016

LETTER OF UNDERSTANDING

BETWEEN

The Corporation of the City of Windsor (the CITY)

And

The Windsor Spitfires Inc (the SPITS)

8787 McHugh Street
Windsor, Ontario, Canada
N8S 0A1

This is a Letter of Understanding for permission to occupy space required in the City's building and/or surrounding grounds located at 8787 McHugh Street, Windsor (The WFCU Centre), or parts thereof as subsequently set out in Part A, Section 3 (the "Premises") for the purpose, time and subject to the conditions set out below.

PART A

1. The Event

The Lease to occupy the Premises is for the purpose of holding the 2017 MASTERCARD MEMORIAL CUP.

2. Length of lease

- i) Start date May 14, 2017 End date May 28, 2017 7:00am to midnight
- a) The SPITS shall have access to the Premises as determined by the CITY for the purpose of set up

ii) Event Date:

Start date May 14, 2017 End date May 28, 2017 7:00am to midnight

iii) Move-out Date: May 29, 2017 immediately following event to be completed by 5:00 p.m.

3. Premises (Licensed Portion)

i) For the purpose of the Event, the SPITS shall have use of the following part of the WFCU Centre and surrounding grounds for the purpose of the Event:

- Arena Bowl
- Community Rinks
- All Community Rooms, Reception Hall and Gyms
- Parking Lots In addition, the SPITS shall have use of the following rooms for the purposes set out:
 - Community Centre including all program rooms, reception hall, and gyms with the exception of the seniors' centre and A21 leased spaces

ii) Subject to the other terms of this agreement, the CITY shall provide TV lighting, heat, washroom facilities and janitorial services within the Premises during the period of the lease.

4. Technical Requirements

The following are the set up details, shall be co-ordinated by the SPITS' representative and CITY'S representative, Ray Mensour, Arenas & WFCU Centre Manager, 519-974-7979 ext 4617.

The CITY shall provide the following:

- i) Adequate television lighting and broadcast facilities for all television venues;
- ii) Television camera positions and arena lighting for live television broadcasts (minimum 100 foot candle rating) and parking availability in-venue or immediately adjacent to the main area for television production trucks, TV studio, interview and media conference areas;
- iii) Exclusive advertising rights to all rinkboards players' benches, penalty boxes, ice areas (clean rinkboards and ice surface) and any additional advertising in camera view during the play of the games including in-ice logos, the score clock, matrix boards, video boards power rings or the zamboni or any other advertising as identified by the Canadian Hockey League at the SPITS expense, subject to any of the City's legal obligation to third parties, i.e. WFCU;

- iv) The right for the official Canadian Hockey League beer sponsor to have exclusive pouring right in the venue, including any and all hospitality areas. As the SPITS currently have the pouring rights at the facility, the City assumes no responsibility over disputes between the SPITS and the Canadian Hockey League regarding this clause;
- v) Electricity and other utilities for lighting, heating, air conditioning and other services used in conjunction with the event and the set-up and move out;

5. Financial terms/payment

- i) The SPITS shall pay the CITY for the following:
 - a) Rental of Premises as outlined in Section 3
 - b) Event costs
 - c) Additional services as requested by the SPITS

As per approved fees at the time of the event

6. Taxes/Tariffs

- i) The SPITS agree that all applicable taxes be included in the price of the ticket, and that the CITY shall collect and remit the taxes as required;
- ii) The CITY is licensed to collect and submit music tariffs for SOCAN on behalf of the SPITS;

7. Tickets and Box office

- i) The CITY shall be responsible for the following ticketing requirements:
 - a) The CITY shall provide computerized box office ticketing services.
 - b) Promote ticket sales through the CITY'S box office at (519)254-5000 by telephone and web site information.
 - c) Prepare a box office statement and settlement accounting for the ticket revenues, complimentary tickets issued and agreed upon expenses immediately following the Event.
 - d) The CITY shall provide regular ticket sales updates to the SPITS on a daily basis unless otherwise notified.
 - e) The CITY agrees to accept MasterCard, MasterCard Pay Pass, Visa, Interac and American Express for the purpose of tickets and shall submit a statement

indicating charge card sales, subject to the SPITS being responsible for additional costs, if any, for the provision of the service.

- f) The CITY shall apply applicable ticket surcharge fees.

8. Concession/Food and Beverage

- i) The CITY holds exclusive food and beverage service rights at the WFCU Centre and any sale of food or beverages sale or arrangement is subject to the CITY's contractual arrangement with its food service contractor and soft beverage exclusive provider (Pepsi). MasterCard Pay Pass will be installed at all POS in the concessions at the SPITS expense (if any);
- ii) The SPITS agree to contact the CITY'S food services contractor Ovarions Ontario Food Services LP at (519) 974-7979 ext 4643 to set out its requirements for catering.

9. Staffing

Requirements for staffing and who is responsible for the cost of same are set out below:

- i) Facility Staff: The CITY shall schedule and pay staff to maintain washrooms entranceways, garbage and the facility.
- ii) House Staff: The CITY shall schedule ushers, doormen, ticket takers, one Event Co-ordinator during the occupancy at the expense of the SPITS.
- iii) Public First Aid: The CITY shall schedule public first aid at the expense of the SPITS.
- iv) Security Staff: The CITY shall schedule the required security at dressing room level as established and recommended by the Canadian Hockey League and at the expense of the SPITS.
- v) Parking Attendants/Staff: The CITY shall schedule parking attendants required at the expense of the CITY/SPITS.

10. Union Clause

The SPITS shall abide by all regulations in existence between the CITY and local unions including without limiting the generality of the foregoing:

- i) The SPITS acknowledge IATSE will be required for event move-in and move out and to operate follow spots and sound console according to its jurisdictional rights at the SPITS' expense.

11. Parking

- i) The CITY shall provide on-site parking for this event.
- ii) The SPITS shall refrain from obstructing fire routes, fire exits, maintenance entrances, sidewalks and/or public entrances.
- iii) All buses shall be directed to the accredited entrance of the facility unless otherwise directed in writing by the CITY.

12. Deliveries

The CITY shall designate delivery doors for the SPITS suppliers, if any. It is incumbent upon the SPITS to advise the CITY of deliveries that could occur during the SPITS' absence. The SPITS shall accept any prior deliveries without prior arrangements being made and agreed to by the CITY.

13. Recycling and Waste Removal

- i) The CITY shall ensure that the SPITS are familiar with the CITY'S recycling policy and the SPITS shall comply therewith.
- ii) The CITY shall provide the SPITS with adequate blue containers for recyclables based on the information and estimates of attendance from the SPITS.
- iii) The SPITS shall, at its expense, arrange for the supply, dumping and removal of any additional garbage dumpsters required by the SPITS for its Event.

Part B

1. Service of Alcohol

The City's food service provider shall provide all alcohol service in the main bowl.

2. Smoking

The WFCU Centre operates under a strict NO SMOKING policy and is subject to the Provincial legislation and Municipal By-laws. It is the SPITS' responsibility to ensure that athletes, patrons and invitees adhere to these policies/by-laws.

3. Compliance with All Laws, Regulations and By-Laws

- i) The SPITS shall ensure that the Event complies with all laws, regulations, by-laws and City Policies including without limiting the generality of the foregoing all Health, Safety and Fire regulations and permissions.
- ii) If required by law, the SPITS shall be responsible for and procure, at its sole expense, any required permits and/or licences (including without limiting the generality of the foregoing, all Health, Safety and Fire permits, Temporary Vendor's Permits, Temporary Retail Market License, Business Licences and permits/licences) to cover its operating day and hours of operation.
- iii) The SPITS shall furnish the CITY with a copy of all required permits and licenses at least two weeks prior to the Event.
- iv) It is incumbent upon the SPITS to ensure that the terms and conditions of any permits or permissions required are strictly adhered to.

4. Cancellation

In the case of cancellation of all or part of the Event, unless caused by an event of force majeure or the CITY's default, the SPITS, at its own expense, shall inform the public (or in the event of a private function, the attendees) of such cancellation through regular information media, and in the event of the SPITS' failure to do so, the CITY reserves the right to make such cancellation announcements at the cost of the SPITS. The SPITS shall be responsible to reimburse any amount due to ticket holders beginning the first business day following the Event.

5. Insurance and Indemnity

- i. The SPITS shall indemnify and save harmless the CITY from and against any and all claims, actions and proceedings, including any costs and expenses incurred by the CITY thereby for loss, damage or injury, including death, to any person or persons and property, resulting from or arising out of the negligence, intentional acts or omissions on the part of the SPITS, its members, employees, agents or contractors except those claims, actions or proceedings arising solely from the wrongful acts of the CITY.

- ii. Notwithstanding any other obligation contained herein, the SPITS shall take out at its own expense, with an insurer licensed to carry on business in Ontario Comprehensive General Liability and Property Damage Insurance acceptable to the CITY, providing coverage in respect of any one incident with a limit of **five million (\$5,000,000) dollars**, exclusive of interest and cost against loss or damage resulting from bodily injury or negligence, intentional acts or omissions on the part of the SPITS. The policy shall name the CITY as an **additional insured**, provide for cross liability and severability of interests, and shall not call into contribution any other insurance available to the CITY. A copy of a certificate of insurance evidencing such coverage shall be attached and returned to the CITY at the time of the signing of the contract.

6. Unforeseen Circumstances

- i. In the event that the WFCU Centre, or any part thereof including the grounds, shall be destroyed or damaged or render unsuitable for the event or the occupancy, by fire or any other casualty, strike, lockout, labour dispute, accident, unforeseen occurrence or Act of God shall prevent, interrupt or interfere with the fulfillment of this contract by the CITY, the CITY shall not be responsible for any damages caused thereby and the CITY may terminate the contract except for the SPITS' right to the return of its deposit. However, the CITY shall use its best efforts to re-book the Event at a mutually convenient and available time.
- ii. The CITY will take whatever steps are necessary during an emergency to ensure the safety of the patrons and/or public, the CITY's and SPITS' agents, staff or others, which may result in audience dismissal through building evacuation. The CITY shall not be responsible for any damages caused thereby and the CITY may terminate the contract.

7. Responsibility for Damages

- i. The SPITS shall inspect the Premises before occupation and use and shall advise the CITY, in writing of any damage that exists previous to its use of the Premises.
- ii. The SPITS shall be responsible for all damages resulting from or arising out of the negligence, intentional acts or omissions on the part of the SPITS, its members, employees, agents or contractors.

- iii. The SPITS agree to leave the facilities and/or equipment in their original state, and will be responsible for any damage resulting from or arising out of the negligence, intentional acts or omissions on the part of the SPITS, its members, employees, agents or contractors (reasonable wear and tear expected).

The CITY and the SPITS acknowledge that this does not constitute an agreement binding on either party. It is agreed that a formal Agreement between the parties will be entered into should the SPITS be awarded the 2017 MASTERCARD MEMORIAL CUP.

FOR THE CORPORATION OF THE CITY OF WINDSOR.

Helga Reidel
Chief Administrative Officer

Date

FOR THE SPITS

Bob Boughner, President
Windsor Spitfires, Inc.

Date