

# Staff Report

Original signed by: Acting City Manager Bolton

**Report Date:** May 28, 2024  
**Meeting Date:** June 11, 2024 – Joint Advisory Committee  
**To:** City Manager  
**From:** Recreation Manager  
**Subject:** Quesnel Kangaroos Agreement

## PURPOSE

The purpose of this report is to obtain the approval of the Joint Advisory Committee to enter into a 5-year agreement with the Quesnel Kangaroos Sr. Hockey Club for use of the West Fraser Centre.

## SUMMARY

- The current one-year agreement with the Quesnel Kangaroos Hockey Club expired at the end of the 2023/2024 ice season.
- The proposed new agreement is for five years Sept 2024- March 31, 2029. The agreement is essentially the same as previous agreements with the following changes:
  - The adjusted flat fee paid by the Club has been increased by 3.5%, which is consistent for all users in accordance with the 2024-2025 fee bylaw.
  - Addresses the advertising rights payment from the Quesnel River Rush for \$75,000 annually to the City by September 1<sup>st</sup> each year, with the understanding that this payment will be provided by the City to the Quesnel Kangaroos Sr Men's hockey team. This payment is in recognition of the need for both teams to share and benefit from advertising revenue in the building.
  - Specifies the Kangaroos shall have exclusive use of a newly formed team dressing room/storage area located in the Northeast side of the West Fraser Center.

## FINANCIAL IMPLICATIONS

- Under the terms of the agreement, the Club will pay a flat fee of \$23,490 for their use of the West Fraser Centre for the 2024-2025 season and also includes language for subsequent increases for years thereafter.

## ATTACHMENTS:

- 5-Year Draft Agreement - Quesnel Kangaroos Hockey Club

## OPTIONS

- Amend the 2024-2029 Draft Agreement
- Approve the recommendation as proposed.
- Any other action deemed appropriate by the Committee.

## RECOMMENDATION

- THAT the North Cariboo Joint Advisory Committee recommend to Quesnel City Council that the City, as the Manager of the North Cariboo Recreation and Parks Service, enter into the attached 5- year agreement with the Quesnel Kangaroos Sr. Hockey Club for use of the West Fraser Centre.

# QUESNEL KANGAROOS SR. HOCKEY CLUB USE AND OCCUPANCY LICENCE AGREEMENT

THIS AGREEMENT made as of the \_\_\_\_\_ of \_\_\_\_\_.  
(Insert date above)

BETWEEN:           **CITY OF QUESNEL,**  
410 Kinchant Street, Quesnel, British Columbia, V2J 7J5  
(herein called the "City")

AND:               **THE QUESNEL KANGAROOS SR. HOCKEY CLUB,**  
3483 Estate Road, Quesnel, British Columbia, V2J 6G3  
(herein called the "Club")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements hereinafter set forth on the part of the Club to be observed and performed, the City and the Club agree to the covenants and agreements hereinafter contained with respect to the use of the West Fraser Centre co-owned by the City and the Cariboo Regional District, "the Regional District," and managed by the City, including the ice surfaces, dressing rooms and other areas required and used during the ice season by the Club, their players, executive members, employees, agents or persons acting on their behalf:

## **1. MANAGEMENT AGREEMENT BETWEEN THE CITY AND THE CRD**

This agreement cannot supersede the management agreement in place between the Regional District and the City, who are joint owners of the West Fraser Centre. Should the management agreement between the owners be cancelled, or altered so as to potentially impact this agreement, the City reserves the right to immediately cancel this Agreement without penalty to the City or Regional District or other recourse being made available to the Club for loss of revenue and services.

## **2. TERM OF THE AGREEMENT**

This agreement shall apply to the use of the West Fraser Centre for a period of (5) years and will commence September 1<sup>st</sup> 2024, ending March 31<sup>st</sup>, 2029 ('the term').

## **3. RENEWAL**

This agreement will remain in effect on a month-to-month basis, under the same terms and conditions after its expiration date to facilitate ongoing negotiations for successful renewal except where notice of termination is given by either party in accordance with Article 14.

## **4. ICE BOOKING PROCEDURES**

The regular ice season shall be established each year by the Leisure Services Department in consultation with the ice user groups and in accordance with the Department's Space Allocation Policy. The Club shall follow regularly established procedures to book ice time.

The Club shall have a representative attend all ice user group meetings organized by the City. The Club shall have ice priority as per the Space Allocations Guideline for Sub Regional Recreation Facilities & Parks.

Games shall be scheduled for three (3) hours of ice time unless otherwise agreed to by the City.

Adequate security personnel & parking attendants must be provided by the Club at its cost for home/exhibition games. Level of security and parking attendant services required will be agreed to by the Club and the City.

The Quesnel Kangaroos acknowledges the KIJHL Jr A Club as another facility user of the West Fraser Center Arena with a current Lease Agreement. The Jr A Quesnel River Rush requires up to 24 home games per season as per their KIJHL bylaws. Flexibility & understanding will be required for ice allocation at the West Fraser Center for each team, particularly for scheduling playoff home games.

#### **5. RENTAL RATES AND FEES**

YEAR 1 - The Club shall pay a flat fee of \$23,490 for the **2024/2025** season, divided into six equal payments **September 2024 – February 2025**.

YEAR'S 2 to 5 yrs – The flat Rate may be amended as per the Rates & Fees Bylaw for North Cariboo Recreation & Parks.

The flat fee shall include the following:

- **Home Games:** 8 home games which are scheduled in accordance with Article 4. Net pegging services, if necessary, shall be provided by the Department at no extra charge.
- **Practices:** Up to 3 hours per week of practice time during the season to a maximum of 60 hours per season, which are scheduled in accordance with Article 4.
- **Advertising:** Refer to Article 7.
- **SOCAN Fees:** Socan Fees will be included in the flat fee.
- **Dressing/Storage Room:** Refer to Article 8. The Club shall have exclusive use of a newly formed Team Dressing Room/Storage area located in the Northeast side of the West Fraser Center.

The flat fee shall **NOT** include the following:

- **Taxes:** The flat fee does not include applicable Federal or Provincial taxes. Applicable taxes will be added to all invoices.
- **Insurance:** The Club shall be responsible for complying with the insurance requirements in Article 13 at their own expense. The Club may elect to obtain

their insurance through a policy held by the CRD and made available to arena user groups, however these fees are not included as part of the flat fee.

- **Additional Arena Rentals:** The Club will be charged for additional rentals beyond those noted above, including for additional home games, playoff games, practices, training camps, or other rentals not included in the flat fee. The Club shall pay the applicable fees for additional arena rentals as provided for in the NCRP Fees and Charges Bylaw.
- **Additional Room Rentals:** The fee does not include the rental of the Dunkley Room
- **Stat Holidays:** Games held or scheduled on Stat holidays will result in additional fees.

## **6. INVOICES AND PAYMENT**

The City shall invoice the Club for the flat fee in six (6) equal monthly installments September – February.

The City shall invoice the Club for other fees where applicable as incurred in the previous month.

The Club agrees to pay all monthly invoices within 30 days after they are issued. Past due invoices will be charged interest by the City. It is understood that should the Club account become past due in excess of 60 days, the City may implement the following actions, including, but not limited to:

- *Suspending ice use until the account is paid*
- *Referring the account to a collection agency*
- *Immediately cancelling this agreement without penalty*

If any outstanding invoices from the previous season are unpaid prior to the start of the next ice season the City will suspend ice use until the account for the previous season is paid.

Should the Club be relocated, cease operations or sold with outstanding debt payable to the City, the total amount due will be paid immediately upon termination of this agreement. It is also agreed that revenue generated through a subsequent sale of the CIHL franchise must be used to pay outstanding debt in full, to the City.

## **7. ADVERTISING**

All advertising rights in the building have been provided by the City to the KIJHL Junior Hockey team, the Quesnel River Rush. Under the terms of the agreement between the City and the KIJHL Junior Hockey team, the Junior team will make a payment of \$75,000 annually to the City by September 1 each year, with the understanding that this payment will be provided by the City to the Quesnel Kangaroos Hockey team. This payment is in

recognition of the need for both teams to share and benefit from advertising revenue in the building.

**8. DRESSING/STORAGE ROOM:**

The Club shall have exclusive use of a newly formed Team Dressing Room/Storage area located in the Northeast side of the West Fraser Center.

- The Club shall not sublet their right of occupancy to any other person or organization.
- The Leisure Services Department shall not charge the Club for power and heat. Telephone, cable, internet or any other utilities shall be the responsibility of the Club.
- The Club is solely responsible for all records, equipment and articles housed in the dressing room or elsewhere in the West Fraser Centre. It is understood that any loss or damage to property owned by the Club is the responsibility of the Club and not the City and/or the Regional District.
- Any fixed construction or improvements to the dressing room must be approved in advance in writing by the City and all such improvements shall become the property of the City and Regional District.
- This space will act as exclusive storage for the Club.
- The Club shall vacate the dressing room at the end of the Term.

**9. SECURITY AND ACCESS**

The Club shall be provided with up to 5 keys to the team dressing room. All keys shall be stamped 'Do Not Copy'. The Club shall be responsible for ensuring the keys are assigned to members of the Club and returned to the Facility Manager at the end of the Term. The Club may be charged for lost keys or additional keys that are requested.

The Club will not be provided with keys to any exterior door or the security system. The Club shall provide the City with at least seven (7) days' notice if they require access to the building after hours. The Leisure Services Department will adjust staff schedules to ensure that an employee is scheduled to provide access to the building to the Club after hours when necessary.

The Club shall ensure that adequate security services are provided for crowd control during their home games.

It is understood that the City has a stadium liquor primary license for the WFC which the Quesnel River Rush Jr A club has been added as a third-Party Operator. The Quesnel River Rush will be responsible for distributing and selling alcohol for Quesnel Kangaroos home games. Additionally, the Jr A Club will be responsible for security as it pertains to the control and monitoring of alcohol consumption, however this shall not release the Kangaroos from its responsibility to provide adequate general security for their home games.

## **10. ADDITIONAL SPACES**

- The club shall be permitted to use an additional dressing room for practice and game nights(s).
- The Club shall be permitted to use the ticket booth in the West Fraser Centre for home games at no cost.
- It is understood that the Ticket Booth is not provided exclusively for use by the Club and may be used by any group hosting an event at the West Fraser Centre during their event, provided they have booked the space.
- The Club shall make arrangements to book the Ticket Booth in accordance with established facility booking procedures of the Leisure Services Department.
- No other storage or office space in the West Fraser Centre is assigned to the Club under the terms of this agreement.
- Visiting team dressing room(s). Up to 2 dressing rooms will be designated for visiting teams to compete against the Quesnel Kangaroos during home games.
- Game Officials Room. Officials will be allowed access to the Officials changeroom during home games.
- Media Booth will be available for home games.

## **11. RIGHT OF ENTRY**

The City and the CRD including their employees, agents or representatives may enter the Dressing Room/Storage Room for the purposes of inspection or to access equipment and services necessary for operation of the other assets on the property.

Notice will be provided to the Club of the planned entry as soon as possible and preferably prior to accessing the Dressing Room/Storage Room.

## **12. PERMITS AND LICENSES:**

The Club shall, at their own expense, obtain all permits and licenses as required in connection with their use of the arena during the Agreement term.

The Club shall at all times ensure strict observance and compliance with all statutory requirements, regulations, rules and/or bylaws as required in connection with their use of the arena during the term.

## **13. INSURANCE:**

The Club shall indemnify the Regional District and the City and each of its servants, employees and agents, from and against all actions, suits, claims and demands which may be brought against or made upon the Regional District or the City, its servants, employees and agents, or any of them, and from and against any loss, charges, costs, damages and expense which may be incurred, sustained or paid by the Regional District or the City, its servants, employees and agents, or any of them, arising out of the Club's use and occupation of the West Fraser Centre owned by the City and the Cariboo Regional District.

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To further ensure the City and Regional District are protected from any liability arising out of the Club's operations and use of the jointly-owned facilities, the Club will provide, at their own expense, public liability insurance with a company satisfactory to the City, insuring the Club, the City, and the Regional District against claims through personal injury, death or property damage occurring upon, in or about the jointly-owned facilities, such insurance to provide protection in an amount not less than five (5) million dollars with respect to any one accident or incident.

All policies of insurance shall include the City and Regional District as an additional name insured and a certified copy of such policy shall annually be delivered to the City.

**14. CANCELLATION OF THE AGREEMENT**

The agreement may be cancelled without notice by the City in accordance with Article 1 or Article 6 of this agreement.

Notwithstanding the above, the Agreement may be cancelled by one of the parties upon giving NINETY (90) DAYS written notice of their intention to cancel this Agreement to the other parties addressed as follows:

TO: The Quesnel Kangaroos Sr. Hockey Club; 3483 Estate Road, Quesnel, BC, V2J 6G3

TO: The City of Quesnel; 410 Kinchant Street, Quesnel, BC, V2J 7J5

**CITY OF QUESNEL**

Authorized Signatory: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**QUESNEL KANGAROOS SENIOR HOCKEY CLUB**

Authorized Signatory: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_