

DATE: July 7, 2021

TO: Chair and Directors
Comox Valley Recreation Commission

FROM: Russell Dyson
Chief Administrative Officer

RE: Tri-Party Agreement for the Development of a
Comox Valley Hockey League

FILE: 8020-02

Supported by Russell Dyson
Chief Administrative Officer

R. Dyson

Purpose

To obtain support from the Comox Valley Recreation Commission (Commission) to enter into an agreement with the Department of National Defence (DND) 19 Wing PSP Comox and the Comox Valley Sports & Social Club (CVSSC) for the development of a Comox Valley Hockey League (CVHL).

Recommendation from the Chief Administrative Officer:

THAT the Comox Valley Regional District Board support entering into a tri-party agreement with the Department of National Defence 19 Wing PSP Comox utilizing the Glacier Gardens Arena for a portion of the games and the Comox Valley Sports & Social Club to manage aspects of the Comox Valley Hockey League utilizing Glacier Gardens and the Sports Centre.

Executive Summary

On a yearly basis, Comox Valley Regional District (CVRD) staff are required to review the Ice Allocation Policy and the principles within. These reviews prompt staff to take a look at current and new programming initiatives both for short and long range planning. Programming trends are evolving away from traditional, and moving towards creating new programs and services. Looking at better ways to meet the community needs/demands such as the hockey league. The CVRD Recreation Services have been receiving requests for a hockey league to be developed for many years and in the face of the pandemic, the interest continues to grow. The drive/passion for a hockey league is in our community. Since then CVRD Recreation Services staff, DND 19 Wing PSP Comox Recreation staff and the CVSSC have been working towards a joint adult hockey league initiative that will require the CVRD to enter into an agreement with the DND 19 Wing PSP and the CVSSC.

Highlights include:

- The proposed league will have games that take place at both the CVRD arenas and the 19 Wing Glacier Gardens Arena. By utilizing space at both facilities, it will help mitigate the disruption to existing arena users.
- The development of a tri-party agreement with the DND 19 Wing PSP Comox and the CVSSC would create additional shared liability for the CVRD.
- The CVSSC is responsible for many aspects of running a league which include being on-site for games, setting the league rules and participant safety.
- The agreement further defines the scope of work for league service delivery and the responsibilities of each organization for facility management.

Prepared by:

Concurrence:

Concurrence:

*S. Bullock**J. Zbinden**D. DeMarzo*

 Susan Bullock
 Manager of Recreation
 Programs

 Jennifer Zbinden
 Senior Manager of Recreation
 Services

 Doug DeMarzo
 General Manager of
 Community Services

Background/Current Situation

The CVRD, CVSSC and 19 Wing Recreation have been collaborating for several months to organize the CVHL to hopefully start this fall. The CVHL plans to offer a non-contact, co-ed, adult recreational hockey league (for those with less hockey experience) and a non-contact, co-ed, intermediate hockey league that will run for two 10-week sessions this hockey season. The fall session would be from October to December and the winter session would be from January to March. Players would be able to register as a team of 15 or sign up for one of the singles teams.

Since the opening of registration, to get a better understanding of the level of community interest, it's been noted that the hockey league was full within 30 minutes of the registration opening. An overwhelming response, with a waitlist growing beyond four additional teams. This truly shows the need for expanding in future years.

The proposed league will be organized by the CVSSC including the development of the league rules, game/referee schedules, managing the teams/players including goalies and substitute players, promoting the league and registration.

Policy Analysis

Community partnership and fiscal responsibility are two of the CVRD strategic key drivers:

- Community partnerships with the CVSSC and 19 Wing Recreation.
- Fiscal responsibility through the careful management/modification of existing services to better meet the needs of area residents.

Accessibility and partnerships are two of the Commission's strategic priorities:

- Strategic Goal 4 – Accessibility - improving access to ice sports for local residents (in particular to those newer to the area or to playing hockey) and providing lower income residents with the opportunity to play league hockey.
- Strategic Goal 2 – Partnership between jurisdictions – collaborating with the private sector and a federal agency to offer service.

Options

1. To support entering into a tri-party agreement with the DND 19 Wing PSP Comox and the CVSSC to develop the CVHL.
2. To support entering into an agreement with the DND 19 Wing PSP Comox to utilize Glacier Gardens for a portion of the games and create a separate agreement with CVSSC

Staff are recommending option 1.

Financial Factors

The development of the CVHL will have minimal effect on the overall Recreation Department budget. Although the overall revenue will be increased so will the expenses (relatively proportionately). If the hockey league displaces regular arena users who do not choose to book the facility at another time the profit to the CVRD for the 2021-2022 arena season would be

approximately the same as if no hockey league was developed (excluding some minor start-up costs such as jerseys). If the displaced arena users rebook their ice in another timeslot the development of the hockey league would be economically advantageous to the CVRD.

Legal Factors

All parties will name each other as additional insured and carry liability insurance of at least two million or be self-insured (through the queen) to help mitigate this risk.

Regional Growth Strategy Implications

- Public Health and Safety: Support a high quality of life through the protection and enhancement of community health, safety and well-being.
 - Objective 7A-5: Support the promotion of healthy lifestyles and invigorating community spirit through physical activity.

Intergovernmental Factors

Glacier Gardens are managed by 19 Wing Comox.

Interdepartmental Involvement

The Recreation Services Department, in conjunction with the CVSSC and 19 Wing Recreation, has taken the lead but will work with the Communications Department on the promotion of this initiative.

Citizen/Public Relations

It is important that the residents in the Comox Valley have access to recreational opportunities that are affordable and in addition promote and maintain a healthy active lifestyle. The development of a hockey league will ensure everyone including newer residents, those with less hockey experience and low income singles players have access to ice time to play league hockey. The CVHL has been discussed with the existing arena users and once the league information is finalized it will be promoted in the recreation guide along with other media sources.

Attachments: Appendix A – Comox Valley Hockey League Tri-Party Agreement

This agreement made this _____ day of _____, 2021

BETWEEN:

COMOX VALLEY REGIONAL DISTRICT

770 Harmston Avenue
Courtenay, BC V9N 0G8

(the CVRD)

AND:

DEPARTMENT OF NATIONAL DEFENCE

19 WING PSP COMOX

19 Wing Fitness, Sports & Recreation
1575 Military Row
Lazo, BC V0R 2K0

(19 Wing Comox)

AND:

COMOX VALLEY SPORTS & SOCIAL CLUB

534 Brooklyn Place
Comox, BC V9M 3G6

(the Club)

WHEREAS

- A.** The CVRD and 19 Wing Comox wish to offer quality adult hockey league options to the residents of the Comox Valley, and;
- B.** The Club wishes to provide organizational services to ensure the hockey league is successful.

THEREFORE the parties hereby agree to the terms and conditions contained in this agreement as follows:

1. TERM

The terms and conditions of this agreement shall be considered in force from the date of signing by all parties and shall terminate June 1, 2022.

2. OBLIGATIONS OF THE CVRD

The CVRD must:

- a) Ensure that the Comox Valley Sports Centre arena facilities are safe and available for use as described in the scope of services. Specifically, the CVRD is responsible for ensuring the ice quality and that all public health orders are being followed.
- b) Pay the Club a one-time start up fee of \$5,000 in addition to paying the Club \$75 a game.
- c) Pay the referees once a month as billed by the Club and provide the scorekeeping/first aid staff as required until alternative arrangements are made.
- d) Pay 19 Wing Comox for any ice time used by the league excluding the Silver Totems ice slot.

3. OBLIGATIONS OF 19 WING COMOX

19 Wing Comox must:

- a) Ensure that the 19 Wing Glacier Gardens Arena facilities are safe and available for use as described in the scope of services. Specifically, 19 Wing Comox is responsible for ensuring the ice quality and that all public health orders are being followed.
- b) Provide free access to the ice times described in the scope of services in exchange for allowing their Silver Totems hockey team to register for the league at no charge.
- c) Submit bill to CVRD monthly for any ice times used beyond the Silver Totems ice slot.

4. OBLIGATIONS OF THE CLUB

The Club must:

- a) Ensure participant safety, that the league rules are followed by all participants, that there are adequate referees on-site for every game, a designated first aid attendant is on-site for every game, all scorekeeping needs are met and all public health and facility rules are followed.
- b) Develop the league rules, game and scorekeeper schedule, book the referees, manage the teams/players including goalies and substitute players, promote the league and be the point of contact, register the participants, and collect the registration/jersey fees.
- c) Submit bill to CVRD monthly for the \$75 management game fee.
- d) Submit the referee billing information monthly to the CVRD.
- e) Submit all of the registration and jersey fees collected by the Club to the CVRD monthly.

5. INSURANCE AND INDEMNIFICATION

- (a) All parties must maintain in force during the Term an insurance policy for comprehensive general liability which has a minimum coverage of \$2,000,000 and which names the CVRD, 19 Wing Comox and the Club as additional insureds.
- (b) Each party agrees to release, indemnify and save harmless the other from any liability whatsoever arising from any claim, demand, action, cause of action, liability, expense, damage or any other harm which may result from or relate to any breach or default of either CVRD, 19 Wing Comox and the Club under this agreement, the performance or intended performance by CVRD, 19 Wing Comox or the Club of the Services, or any incident, occurrence, wrongful act, omission or negligence of CVRD, 19 Wing Comox or the Club or its employees, agents, subcontractors or others for whom the Club is responsible. This indemnity survives the Term or the earlier expiration of this agreement.

6. TERMINATION

- (a) Either party may terminate this agreement by providing at least thirty days' written notice to the other party.

7. GENERAL

- (a) This agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- (b) No modification of this agreement is effective unless it is in writing and duly signed by the parties.

- (c) This agreement and any modification of it constitute the entire contract between the parties as to performance of the Services.
- (d) Waiver of any default of this agreement by either party must be express and in writing to be effective. A waiver of a particular default does not waive any other default.
- (e) If any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion must be severed and the decision that it is invalid shall not affect the validity of the remainder of the agreement.

8. NOTICES

- (a) Any notice contemplated by this agreement, to be effective, must be in writing and be either:
 - i. sent by email to the addressee's email address specified in this agreement; or
 - ii. delivered by hand or by courier to the addressee's address specified in this agreement.

The parties have executed this agreement as of the day above first written

COMOX VALLEY REGIONAL DISTRICT

Jennifer Zbinden – Senior Manager of Recreation Services

DEPARTMENT OF NATIONAL DEFENCE

Kevin Elmore – Manager Fitness, Sport and Recreation

COMOX VALLEY SPORTS & SOCIAL CLUB

Scott Petersen - Owner

SCHEDULE “A”

SCOPE OF SERVICES

CVHL - Comox Valley Hockey League

Adult Intermediate Hockey League (18+)

The CVRD, Comox Valley Sports & Social Club and 19 Wing Recreation have banded together to organize the CVHL starting this fall. The CVHL offers a non-contact co-ed adult intermediate hockey league that will run for two 10-week seasons. Enjoy set game times for the entire season and let us organize the referees and scorekeepers. Register as a team of 15 skaters and a goalie or sign up for the singles team. Round up some friends today and join in on the action. For more information, or to register, visit www.comoxvalleysports.ca or contact Scott Petersen at the Comox Valley Sports & Social Club via email at scott@comoxvalleysports.ca.

Thursday Game Schedule Based on 8 Teams (10 games including playoffs)

Session 1 - Oct. 7-Dec. 9

Session 2 - Jan. 13-Mar. 17

Generally, Games Times are between 7:00-10:00 PM

Per Team of 15 Skaters (+ Goalies) – \$2250.00 + CARHA Insurance

Single - \$150.00 + \$40.00 for jersey + CARHA Insurance

Game Times:

CVRD Arena #2 8:15-9:30 PM

CVRD Arena #2 9:45-11:00 PM

19 Wing Glacier Gardens Arena 7:00-8:15 PM (Silver Totem's Ice Slot)

19 Wing Glacier Gardens Arena 10:15-11:30 PM

Please Note: All Games on November 11, 2021 played at CVSC: 6:00 PM; 7:30 PM; 9:00; 10:30 PM.

CVRD is also holding the ice on December 16, 2021, & March 24, 2021, from 8:15-11 PM for possible make-up games and/or prizes.

Notes:

- Teams will pay \$2250 to register and singles pay \$150 to register plus \$40 for a jersey (incl. taxes).
- Substitute players will pay \$15 a game to play.
- Groups that sign up as a team will provide their own jerseys. CVRD will purchase/provide 1 spare set of white jerseys (with #'s) for each league in case they have similar jersey colours. The spare jerseys will be maintained by the scorekeepers.
- 15 skaters and at least 1 goalie per team are what is recommended. The Club will also maintain an approved sub-list that can be used by all the teams on the leagues if they need additional players.
- 19 Wing Comox will not charge for their ice time during the Silver Totem's ice slot but the Silver Totems get to register for free.
- 19 Wing Comox will charge the CVRD \$93.75 per hour for ice time excluding the Silver Totem's ice slot.
- Teams and single players will be required to purchase their own player insurance (i.e. CARHA for dental etc.).
- Referees will be organized by the Club and billing information will be submitted to the CVRD once a month for payment. The Club will be responsible for collecting the referee's information needed for payment.
- Scorekeepers (that have current first aid certificates) will be CVRD staff and will be scheduled as required until alternative arrangements can be made for scorekeepers/first aid attendants.
- All prizes and promotions to be agreed upon by both the CVRD and the Club.