

## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee

**From:** Cheryl Smith, Deputy City Manager, Neighbourhood and  
Community-Wide Services

**Subject:** Video Streaming in Select City of London Arenas for Alliance  
Hockey Members

**Date:** August 12, 2024

## Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting on August 27, 2024, to:

- a) approve the Video Streaming Agreement, attached as Schedule A to the proposed by-law, (the “Agreement”) between the Greater London Hockey Association and The Corporation of the City of London;
- b) authorize the Mayor and the City Clerk to execute the Agreement; and,
- c) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to approve further amending agreements to the above-noted Agreement.

## Executive Summary

This report recommends that The Corporation of the City of London enter into an agreement with the Greater London Hockey Association (GLHA), whom are members of Alliance Hockey, to allow them to install video streaming equipment within certain City of London arenas for the purpose of live streaming hockey games and/or practices. The Greater London Hockey Association is the governing board for North London Hockey, Oakridge Minor Hockey, West London Minor Hockey, and the London Bandits.

## Linkage to the Corporate Strategic Plan

The Video Streaming Agreement is aligned with the following Strategic Areas of Focus and outcomes from the City of London 2023-2027 Strategic Plan:

- Climate Action and Sustainable Growth – London infrastructure and systems are built, maintained, and operated to meet the long-term needs of the community.
- Well-Run City – the City of London is trusted, open, and accountable in service of the community.

## Analysis

### 1.0 Discussion and Considerations

#### 1.1 Background and Purpose

The City of London was approached by representatives of the Greater London Hockey Association, the London Junior Knights and Alliance Hockey to install video streaming equipment within City of London arenas to allow for the live streaming of Alliance Hockey activities. Alliance Hockey are members of the Ontario Hockey Federation, and they represent the Greater London Hockey Association and the London Junior Knights, as well as others across Southwestern Ontario.

In the spring of 2023, Alliance Hockey procured the services of Live Barn to be the official video streaming service for all Alliance Hockey activities for their members across Southwestern Ontario. Live Barn is a video streaming service with cameras in arenas across Canada and the United States. In the summer of 2023, the City of London was approached by

representatives of Live Barn, Alliance Hockey, the Greater London Hockey Association, and the London Junior Knights to see if the installation of Live Barn cameras within City of London arenas could take place to facilitate the live streaming of Alliance games and practices.

After discussion with internal City departments such as Legal Services, Risk Management, and Procurement it was determined that the City of London would not be able to enter into an agreement directly with Live Barn as we did not procure the service ourselves. As a result, the decision was made to enter into an agreement directly with the Greater London Hockey Association. Through this agreement cameras will be installed in the following City of London arenas: Argyle, Bostwick, Carling, Earl Nichols, Kinsmen, Medway, Oakridge, and Stronach. Farquharson will not have cameras installed nor will Lambeth arena. The Lambeth Minor Hockey Association are members of the Ontario Minor Hockey Association and not Alliance Hockey.

The Western Fair Sports Centre, who has a Joint Venture Agreement with the City of London, has an agreement with Live Barn for video streaming. Surrounding municipalities such as Middlesex Centre, St. Thomas, St. Mary's, Sarnia, Kitchener, and Waterloo, to name a few, also have cameras installed in their arenas.

There are several benefits to video streaming of hockey games and practices including, but not limited to:

#### 1. Enhanced Accessibility and Engagement

- For those who cannot attend games in person they can still watch live or recorded events from anywhere, increasing overall engagement and support for local teams. It allows parents, grandparents or other family members who are not able to travel to the arena to still watch their family members participate. Local communities can stay connected and engaged with their teams, fostering a sense of unity and pride.

#### 2. Player Development and Performance Improvement

- Coaches and players can review game footage to analyze performance, identify strengths and weaknesses, and develop targeted training plans. Regular access to practice and game videos helps players refine their techniques, understand gameplay dynamics, and improve their overall skills.

## 2.0 Financial Impact/Considerations

There is no financial impact to the City of London. All installation and ongoing operating costs will be managed, as per the agreement, by the Greater London Hockey Association.

## Conclusion

In conclusion, entering into an agreement with the Greater London Hockey Association for video streaming at local arenas presents a significant opportunity to enhance audience engagement and expand reach. By leveraging modern technology, City of London arenas can offer fans who are unable to attend events in person high-quality viewing experiences.

This report introduces a by-law to seek approval of the Agreement between the Greater London Hockey Association and authorizes the Mayor and the City Clerk to execute the Agreement.

**Prepared by:** Mike Vandertuin, Manager, Sport Services and Development, Recreation and Sport

**Submitted by:** Jon-Paul McGonigle, Director, Recreation and Sport

**Recommended by:** Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

c: Kelly Dawtrey, Solicitor, Legal Services  
Jason Wills, Manager, Risk Management, Legal Services  
Bridgette Somers, Manager, Records and Information Services, Legal Services  
Lynda Stewart, Director, Fleet and Facilities, Finance Supports

## Appendix A:

Bill No.  
2024

By-law No.

A by-law to approve and authorize the execution of the Agreement between the Greater London Hockey Association and The Corporation of the City of London

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting economic, social, and environmental well-being of the municipality, including respecting climate change; and the financial management of the municipality;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Video Streaming Agreement (the "Agreement") between the Greater London Hockey Association and The Corporation of the City of London, substantially in the form attached as Schedule "A" to this by-law is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services or written designate is delegated the authority to approve and execute any further amendments to the Agreement if the amendments are substantially in the form of the Agreement approved in section 1 above.
4. This by-law comes into effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on August 27, 2024

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading –  
Second Reading –  
Third Reading –

## Schedule A

THIS AGREEMENT made as of the 27<sup>th</sup> day of August 2024.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called "the City",

of the FIRST PART,

-and-

GREATER LONDON HOCKEY ASSOCIATION INCORPORATED

hereinafter called "GLHA",

of the SECOND PART

WHEREAS the City is the owner of various arenas in the City of London in which GLHA provides ongoing hockey for the community (the "Arenas");

AND WHEREAS GLHA wishes to secure permission to have their contractor install Recording Equipment in some or all of the Arenas (the "Work") so GLHA may operate the Recording Equipment to provide online streaming of minor sports events ("Operate and Use" and or "Operation");

AND WHEREAS the City would like to provide GLHA permission to undertake this Work so they may Operate and Use the Recording Equipment on the terms and conditions herein contained;

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS contained in this Agreement, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), the parties agree as follows:

1. The City hereby grants GLHA and its agents, advisors, employees, and contractors a non-exclusive license and permission to access various Arenas to install hardware, software and internet bandwidth (the "Recording Equipment") required for the Operation at times and in locations, and at angles to be determined in consultation with the City's Director of Recreation and Sport, Neighbourhood and Community-Wide Services. No Recording Equipment shall be installed at any arena in locations and/or at any angle that has not been pre-approved by the said Director. No action taken by GLHA hereunder shall constitute a trespass or a taking of possession and GLHA shall not acquire any interest in the land.
2. GLHA shall be responsible for all physical damage to the Arenas caused by such Work and all such damage shall be repaired by GLHA at its expense and GLHA hereby agrees to indemnify the City with respect to all costs, loss, damages and expense sustained or incurred by the City as a result of GLHA undertaking such Work or exercising its rights of access granted hereunder, except as a result of the gross negligence or willful misconduct of the City.
3. GLHA agrees to restore the Arenas to substantially the same condition they were in prior to this Agreement being executed.
4. GLHA, its agents, advisors, employees and contractors will coordinate their Work with the City's Director of Recreation and Sport, Neighbourhood and Community-Wide Services and shall not interfere with the City's operation of the Arenas. No Work shall be performed by GLHA's agents, advisors, employees, or contractors in the Arenas except in the presence of the City's Director of Recreation and Sport, Neighbourhood and Community-Wide Services or their delegate(s).

5. In carrying out the Work, GLHA warrants and represents that it will comply with the applicable or relevant requirements of all federal, provincial, municipal, or local laws, by-laws, regulations, and City policies and procedures and that all such Work shall be performed in a good and workmanlike manner.
6. GLHA, its agents, advisors, employees, and contractors are fully responsible for supplying and ensuring the proper use of all necessary safety equipment and for ensuring that the necessary procedures to protect worker health and safety are followed in the carrying out of the Work on the Arenas.
7. GLHA agrees that it will be responsible for the Operation and Use of any such Recording Equipment installed at the Arenas by GLHA, directly or through its agents, employees, or contractors, including but not limited to the collection and use of any information recorded, displayed, streamed, or televised. GLHA further agrees that all Operation and Use of the Recording Equipment, including but not limited to the collection and use of any information recorded, displayed, streamed, or televised, whether directly or through its agents and contractors, shall be in compliance with all applicable federal, provincial, and municipal laws, including all applicable privacy and broadcasting laws and regulations.
8. GLHA shall be responsible to respond to any complaints or requests for content regarding their Operation and Use of the Recording Equipment and the collection and use of any information recorded, displayed, streamed, or televised as part of that Operation and Use. Without limiting the generality of the foregoing, GLHA shall be responsible for responding to any requests for personal information and/or privacy complaints related to the Operation and Use of the Recording Equipment and/or the collection and use of any information recorded, displayed, streamed, or televised using the Recording Equipment in a timely manner in accordance with all applicable laws and regulations.
9. The Recording Equipment and all recordings obtained through the Operation of the Recording Equipment in accordance with this Agreement are the property of and are in the custody and control of GLHA and/or its agents and contractor(s). The City shall have no property rights in the Recording Equipment and will not be in possession, custody or control of any recordings obtained through the Operation and Use of the Recording Equipment, subject to the parties' respective rights and obligations pursuant to this Agreement, including the City's right to view and/or be provided with a copy of any footage recorded through the Operation and Use of the Recording Equipment as soon as possible upon request.
10. GLHA may allow other sports associations to Operate and Use the Recording Equipment provided they do so in accordance with the terms herein imposed on GLHA and both GLHA and the other sport associations are then responsible for the Operation and Use under this section and section 7, 8 and 9 above. Further, and without limiting GLHA's obligations under this Agreement, GLHA and any other sports association who has made arrangements with GLHA to use the Recording Equipment, are responsible to secure all required consents and/or waivers from each and every participant, Team Official, on and off-ice Official, on-ice helpers and any others who may be recorded and be subject to on-ice live streaming prior to the Operation and Use of the Recording Equipment at the beginning of each sport season. GLHA shall provide written confirmation to the City that all such required consents and/or waivers have been obtained before it or any other sports association(s) Operates and Uses the Recording Equipment.
11. GLHA shall ensure that no sports or other event at the City's Arenas are recorded, played, displayed, streamed, or televised through the Operation and Use of the Recording Equipment that has not been pre-approved in writing by the GLHA and the City. GLHA shall ensure the City is provided, at no cost to the City, with a minimum of one (1) subscription to its agent's/contractor's streaming service for use by the Director of Recreation and Sport, Neighbourhood and Community-Wide Services or their delegate for the purpose of monitoring compliance with this paragraph at the City's discretion.
12. Subject to paragraph 13 below, GLHA shall ensure that the location of the Recording

Equipment at the arenas will be marked by signage and no Recording Equipment shall be installed nor any video or audio recorded through the Recording Equipment in areas where participants or attendees at the Arenas have an expectation of privacy (e.g. change rooms, washrooms, etc.). GLHA will defend at its expense any claims initiated as a result of the Operation and Use of the Recording Equipment and the collection and/or use of any information recorded, displayed, streamed, or televised using the Recording Equipment. The City shall have the right to inspect and review the placement and scope of the area being recorded through the Recording Equipment at any time upon request to ensure ongoing compliance with this paragraph.

13. GLHA shall ensure that a signage plan (complete with proof of proposed signage) for all access points to the area in which streaming is to occur is presented to and approved by the City before streaming services are activated notifying attendees of the presence of live cameras streaming the event to paid subscribers. Once approved by the City, the proceeding placement, inspection and maintenance of said signage will remain the responsibility of GLHA. For clarity, approval of said signage shall in no way be interpreted to alleviate any associated liability that may stem from this signage (or lack thereof), or claims associated with same, and the City shall in no way assume any liability for said signage.
14. GLHA, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, indemnify, defend and hold harmless the City, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages, fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to Arenas and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature, breach of privacy, release of personal information under privacy legislation) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the Work performed by GLHA, its consultants, agents, employees and contractors, and the Operation and Use of the Recording Equipment, and the collection and use of all recordings obtained through the use of the Recording Equipment by GLHA for its benefit or for any other authorized sports association, whether such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law by GLHA, its consultants, agents, employees, contractors or sports associations authorized to Operate and Use the Recording Equipment, except to the extent such claims arise on account of the gross negligence or wilful misconduct of the City.
15. GLHA, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, also indemnify, defend and hold harmless the City, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature,) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, due to damage or loss of the Recording Equipment while installed at the City's Arenas, except to the extent such claims arise on account of the gross negligence or wilful misconduct of the City.
16. GLHA shall maintain, at its sole expense, occurrence-based comprehensive general liability coverage of at least five million dollars (\$5,000,000.00) per occurrence, exclusive of interest and costs, with an insurer licensed to sell insurance in the Province of Ontario. Such insurance coverage shall name the City as an additional insured and shall remain in force during the term of this Agreement as it pertains to the Work. It is to be the primary insurance which will not call into contribution any other insurance available to the City. Upon execution of this Agreement, GLHA shall provide to the City certificate(s) of insurance evidencing such insurance policies and thereafter any renewals thereof and

such policies shall contain a thirty (30) day prior notice to the City of cancellation clause. This certificate shall clearly state that the coverage available encompasses the liabilities associated with this Agreement between GLHA and the City with reference to the use of Recording Equipment used for the purpose of live streaming sports events. It is also understood and agreed that in the event of a claim any deductible or self-insured retention under this policy of insurance shall be the sole responsibility of GLHA and that this coverage shall be primary insurance as respects the City.

17. GLHA acknowledges that neither it nor its agents or contractors have exclusive rights to stream sporting or any other events in the Arenas.
18. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in it.
19. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of it. There are no oral warranties, representations, or other agreements between the parties in connection with the subject matter except as specifically set forth or referred to in this Agreement. No amendment, waiver or termination of this Agreement will be binding unless executed in writing by the parties to be bound by it. No waiver of any provision of this Agreement will be deemed or will constitute a waiver of any other provision, nor will any such waiver constitute a continuing waiver unless expressly provided.
20. This Agreement shall be binding on the parties and their respective personal representatives, executors, administrators, successors and assigns.
21. Neither party shall have the right to assign any of its rights and obligations under this Agreement without the prior written consent of the other.
22. This Agreement is for a term of three (3) years, commencing on the date this Agreement is executed by the last party, with two options to renew for a term of two (2) years each, said renewals to be confirmed in writing by the parties at least ninety (90) days before the expiry of each term. Either party may terminate this Agreement for any reason on providing ninety (90) days' advance written notice to the other. The City shall also have the right to terminate this Agreement without notice in the event GLHA breaches or fails to comply with any term of this Agreement. Notwithstanding the above, the City reserves the right to terminate this Agreement at any time but said right shall not be exercised unreasonably. Upon termination of this Agreement for any reason, GLHA (either directly or through its agents or contractors) will be responsible for removing the Recording Equipment from the Arena(s) at a time mutually agreed upon between the City and GLHA and GLHA's obligations and responsibilities as set out in paragraphs 1 through 6 of this Agreement shall likewise apply to the removal of the Recording Equipment.
23. Nothing in this Agreement is to be construed that the City is responsible for any portion of the Work or for the Operation and Use of the Recording Equipment.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its corporate seal under the hands of its Mayor and City Clerk and the Party of the Second Part has affixed its corporate seals under the hands of its duly authorized officers.

SIGNED, SEALED AND DELIVERED	)	THE CORPORATION OF THE CITY OF
in the presence of	)	LONDON
	)	
	)	
	)	
	)	_____
	)	Mayor Josh Morgan      Date
	)	
	)	
	)	_____
	)	Michael Schultess      Date

) City Clerk

)

) GREATER LONDON MINOR HOCKEY  
) ASSOCIATION INCORPORATED

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Name: Date

Title:

"I have authority to bind the Association"