

District of Barriere
REPORT TO COUNCIL

Date: February 14, 2022	File: 530.20/Rpts
To: Council	From: C. Matthews, Public Works Manager
Re: Ball Field Maintenance/Usage Agreement – Barriere Minor Ball	

Background: The District has been approached by Barriere Minor Ball expressing a desire to maintain and operate the ball fields by way of an agreement similar to that of the agreement the District has with the Lions Club in regards to the Community Hall.

Discussion: Staff have met with Barriere Minor Ball President, Phil Ransome, on a number of occasions regarding the draft agreement and have come to a mutual agreement on the proposed terms being presented to Council for consideration (*attached*).

Should Council approve the arrangement, the agreement will be valid for a (4) year term with an option to renew with Council approval at that time.

Recommendation: That Council approve the Barriere Ball Field Maintenance Agreement with Barriere Minor Ball as presented and direct February's Acting Mayor, Councillor Kerslake and CAO to sign the same.

Prepared by: Chris Matthews, Public Works Manager
Reviewed by: Bob Payette, CAO



BARRIERE COMMUNITY PARK AGREEMENT



THIS AGREEMENT made this 1st day of April, 2022.

BETWEEN:

DISTRICT OF BARRIERE, a municipal corporation under the laws of British Columbia and having offices at 4936 Barriere Town Road, Barriere, British Columbia, V0E 1E0 (hereinafter called the “**District**”)

AND:

BARRIERE MINOR FASTBALL ASSOCIATION (INC. NO. S-0058039), a society in good standing under the laws of British Columbia (hereinafter called “**Minor Ball**”)

WHEREAS the District is the registered or beneficial owner of the lands municipally described as Airfield Rd.. and legally described as Lots 1-4 inclusive of Block 6, DL 1325, KDYD, Plan 1387 more commonly known as the Barriere Community Park (hereinafter called the “**Ball Fields**”),

AND WHEREAS the District desires that Minor Ball operate the Ball Fields on behalf of the District,

AND WHEREAS Minor Ball is desirous to operate the Ball Fields on behalf of the District and without monetary compensation,

AND WHEREAS, in the best interests of the community, on _____, Council agreed to provide a basic Ball Field budget to cover the costs of utilities, insurance and telephone;

WITNESSETH that in consideration of rents, covenants and conditions herein reserved and contained, the parties hereto agree as follows:

1. The District hereby grants permission to Minor Ball to operate, manage, maintain and having the use of the Ball Fields for a term of four (4) years from the date of this agreement referenced above (the “**Term**”), unless terminated earlier and subject to the provisions as detailed in this agreement.
2. The District shall:
 - a) adequately insure the Ball Fields and its improvements;
 - b) pay the costs of utilities, property insurance and telephone for the Ball Fields;
 - c) review detailed proposals for capital expenditures on a yearly basis as part of the District’s annual budget process;
 - d) operate and maintain irrigation, septic and water systems; and
 - e) ensure any direct bookings by the District of Barriere of the ball fields/field house/concession not related to base/soft ball, be posted on the District website with at least one week’s notice with the understanding that more notice is better.
3. Minor Ball shall:
 - a) operate, manage, maintain (i.e. mowing, raking, bases etc.) and have use of the Ball Fields in compliance with all enactments and as a prudent manager would do;

- b) maintain KP and Main Park bathrooms, Main Park Concession, upstairs Field House before and after baseball related activities;
- c) Ensure any applicable public health orders including IHA health requirements for food/concession uses such as permits, Serving It Right etc. are adhered to;
- d) be allowed partial use of the “Beer Garden” for inside storage of equipment;
- e) ensure adequate liability and contents insurance is in effect for its members and invitees, as well as for contents belonging to Minor Ball, its members and invitees at the Ball Fields and provide a copy of the insurance policy and any renewal thereof on or before the date of this agreement and each anniversary during the Term of this agreement;
- f) provide the District with an annual income statement detailing the revenues and expenses that are related to Minor Ball’s operation, management, maintenance and use of the Ball Fields under this agreement including rentals and Minor Ball’s own events which income statement shall be provided to the District by January 31 in each year of the Term of this agreement and in the year after the end of the Term;
- g) transfer all net revenue from rentals of the Ball Fields to the District by December 31st each year;
- h) work with the District to prepare a long term capital improvement plan for the Ball Fields;
- i) Indemnify and save harmless the District for any claim, debt or circumstance which the District may be called to answer for as a result of Minor Balls’ acts, omissions or negligence under this agreement;
- j) Adhere to all applicable District of Barriere Bylaws; and
- k) Provide the District of Barriere of at least one week’s notice of any booking of the fields with by way of submitting the event to the District’s website with the understanding that the more notice provided is better;

4. Both parties shall agree that:

- a) this agreement does not restrict the free use of the Ball Fields by the District nor does it restrict casual, open public use when the field(s) are not booked;
- b) this agreement may be terminated:
 - (i) with written agreement by both parties at any time; or
 - (ii) by either party upon providing the other party with thirty (30) days written notice;
- c) any dispute between the parties relating to this agreement that cannot be settled by the parties will be settled by an arbitrator mutually agreed upon by both parties and failing such agreement, appointed under the provisions of the *Arbitration Act* of BC and the decision of the arbitrator shall be binding upon the parties to this agreement.

5. This agreement shall not be assigned or transferred by Minor Ball without first obtaining District Council approval in writing.

Signed, this _____ day of _____, 2022 by:

BARRIERE MINOR FASTBALL ASSOCIATION

DISTRICT OF BARRIERE

 Phil Ransome, President
 Barriere Minor Fastball Association

 Rob Kerlake, Acting Mayor
 District of Barriere

 Denise Wright, Treasurer
 Barriere Minor Fastball Association

 Bob Payette, CAO
 District of Barriere