

THE CORPORATION OF THE  
**CITY OF WHITE ROCK**  
CORPORATE REPORT



**DATE:** June 12, 2023

**TO:** Mayor and Council

**FROM:** John Woolgar, Director of Recreation and Culture

**SUBJECT:** Baseball Training Facility Operating License Agreement

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**RECOMMENDATION(S)**

THAT Council:

1. Endorse the terms of the Baseball Training Facility Operating License Agreement; and,
  2. Authorize the Chief Administrative Officer and the Director of Recreation and Culture to execute the Baseball Training Facility Operating License Agreement.
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**EXECUTIVE SUMMARY**

This corporate report seeks Council endorsement of the Baseball Training Facility Operating License Agreement between the City and the White Rock South Surrey Baseball Association (WRSSBA), and that Council authorize the Chief Administrative Officer and the Director of Recreation and Culture to execute the Baseball Training Facility Operating License Agreement.

**PREVIOUS COUNCIL DIRECTION**

| <b>Motion # &amp; Meeting Date</b> | <b>Motion Details</b>  |
|------------------------------------|--|
| 2021-164<br>March 29, 2021         | THAT Council approve funding in the amount of \$50,000 from Community Amenity Contributions to contribute towards the batting cage replacement project proposed by White Rock South Surrey Baseball Association at Centennial Park. CARRIED                                      |
| 2021-048<br>February 8, 2021       | THAT Council refer to staff the information proposed by the delegation from White Rock South Surrey Baseball Association to report back including the use of \$50,000 toward the proposal with the amount to be funded through Community Amenity Contribution's (CAC's). CARRIED |

**INTRODUCTION/BACKGROUND**

White Rock South Surrey Baseball Association (WRSSBA) is a non-profit association based in White Rock and South Surrey. WRSSBA currently has 880 registered players ranging in age from 5 to 18 years old, supported by more than 200 volunteer coaches. They play baseball at the Centennial Park Baseball Diamond, and they have their U5 to U7 age groups play on the Centennial Park Oval. The Centennial Park Oval is divided into four baseball fields. In total, there can be up to 10 WRSSBA teams playing at once at Centennial Park.

In 2020, the City was approached by the White Rock South Surrey Baseball Association requesting approval to replace the existing batting cage at Centennial Park with a new enclosed baseball training facility that can be used by baseball and softball players year-round.

WRSSBA delivered a presentation to Council on the proposed batting cage replacement project at the Regular Council Meeting held February 8, 2021. At the March 20, 2021, Regular Council Meeting, Council approved funding of \$50,000 from Community Amenity Contributions to contribute towards the batting cage replacement project proposed by the WRSSBA. The project cost is estimated by the WRSSBA to be approximately \$700,000. WRSSBA will fund all project costs above the \$50,000 contribution by the City.

WRSSBA unanimously approved the terms of the Baseball Training Facility Operating License Agreement at their June 7, 2023, Board of Directors Meeting. Please see Appendix A for the Baseball Training Facility Operating License Agreement.

The City has negotiated Baseball Training Facility usage times on Tuesdays and Thursdays from 6am to noon to provide program space for activities such as fitness bootcamps or pre-school sport programs. The City will not be charged any fees for these usage times.

The WRSSBA will be responsible for the allocation, maintenance, and future replacement of the new facility.

### **Key terms of the Baseball Training Facility Operating License Agreement**

#### **Term:**

3. The license granted by this agreement shall commence upon construction completion of the Facility, and specifically on the date when the Facility construction project is deemed Ready-For-Takeover as such term is defined in the Facility Construction agreement between the parties, and continue for a period of ten (10) years, unless otherwise agreed in writing by the City (the “**Term**”).

**Option to Renew:**

5. If the Association has throughout the Term duly and punctually observed and performed all of the Association's obligations under this Agreement up to the time of exercise, then the Association may at its option renew this Agreement for one (1) additional term of ten (10) years (the "**Renewal Term**") in accordance with the following terms:

- (a) to exercise this right of renewal the Association shall deliver to the City written notice no more than one hundred and eighty (180) days and no fewer than ninety (90) days before the expiry of the TERM; and
- (b) this Agreement will apply to the Renewal Term except that there will be no additional right of renewal created as a result.

**Default and Termination:**

7. If the Association defaults in the observance or performance of any of the terms and conditions contained in this Agreement, and continues such default for seven (7) days following the City's written notice, then without limiting the City's other remedies at law or equity, the City may:

- (a) Take all such actions on the Association's behalf and at the Association's cost as are reasonably necessary to rectify the Association's default, but the City is in no circumstance liable for not taking such an action or its manner of doing so, provided that the City acts reasonably; the Association shall pay to the City all costs the City incurs pursuant to this provision forthwith upon the Association's receipt of an invoice for the same; and
- (b) Terminate this Agreement despite any rule of law or equity to the contrary and the Term will become immediately void and forfeit without compensation to the Association and the City may recover from the Association all damages the City incurs by reason of the Association's default.

**Association Obligations:**

13. The Association shall use the Licensed Area only for the purpose of an indoor baseball training facility. The Association acknowledges and agrees that no additional or other use of the Licensed Area is granted to the Association by this Agreement.

14. The Association hereby grants to the City's Recreation and Culture department use of the Facility for programming from 6:00AM to 12:00PM every Tuesday and Thursday during the Term of this Agreement. The parties may amend the City's programming time by written agreement. The Association shall not charge the City user fees for such Facility use. The City shall not program activities that damage the Facility.

27. The Association shall be responsible for all annual utility costs for the Facility.

**Insurance:**

34. The Association shall, during the Term of this Agreement, procure and maintain comprehensive commercial general liability insurance, including a sports participant exclusion endorsement, against claims for bodily injury, death, or property damage arising out of the use and occupancy of the Licensed Area by the Association, in a form acceptable to the Chief Administrative Officer of the City, in the amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence, naming the City, its elected officials, employees, officers, agents and others as additional insured and shall provide the City with certificate of insurance upon execution of this Agreement. Such insurance shall include a cross liability/severability of interest

clause and require the insurer not to cancel or materially change the insurance without first giving the City thirty (30) days prior written notice.

### **FINANCIAL IMPLICATIONS**

At the March 29, 2021, Regular Council meeting, Council approved funding in the amount of \$50,000 from Community Amenity Contributions to contribute towards the batting cage replacement project proposed by the WRSSBA. The project cost is estimated by the WRSSBA to be approximately \$700,000. WRSSBA will fund all project costs above the \$50,000 contribution by the City.

### **LEGAL IMPLICATIONS**

The terms of the Baseball Training Facility Operating License Agreement were drafted by Lidstone & Company Barristers and Solicitors. Lidstone & Company Barristers and Solicitors is working with the City's Engineering and Municipal Operations Department to create a Baseball Training Facility Construction Agreement.

### **ALIGNMENT WITH STRATEGIC PRIORITIES**

Securing City usage at the Baseball Training Facility as a part of the Baseball Training Facility Operating License Agreement aligns with the Organization & Governance strategic objective #2 "Increase revenue from City programs, assets, and services."

### **OPTIONS / RISKS / ALTERNATIVES**

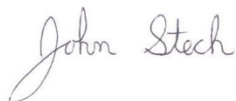
The long-term lease of the Baseball Training Facility to the WRSSBA could be challenging if the City wanted to change the usage of the City park land that the Baseball Training Facility occupies.

In addition, if the WRSSBA were to dissolve in the future, the City would incur costs to remove the facility and return the land to its original state.

### **CONCLUSION**

City staff support the Baseball Training Facility Operating License Agreement. The new Baseball Training Facility at Centennial Park will increase the capacity of the WRSSBA to train year-round in all weather conditions and will add another space for the City to provide programming at Centennial Park.

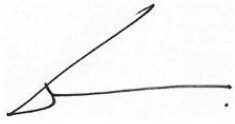
Respectfully submitted,



John Stech  
Manager Community Recreation

**Comments from the Chief Administrative Officer**

I concur with the recommendation(s) of this corporate report.

A handwritten signature in black ink, consisting of a stylized 'G' followed by a horizontal line and a small dot at the end.

Guillermo Ferrero  
Chief Administrative Officer

Appendix A: Baseball Training Facility Operating License Agreement