

**SERVICES AGREEMENT FOR  
ADULT SOFTBALL AND BASEBALL LEAGUE MANAGEMENT PROGRAM**

**Major League Softball, Inc.**

THIS SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation, and MAJOR LEAGUE SOFTBALL, INC., a California corporation ("Contractor").

1. **Term.** This Agreement shall be effective from the Effective Date until August 31, 2019, unless otherwise terminated pursuant to the provisions herein. The parties shall have the option to extend the term of this Agreement, if mutually consented to in writing, for two (2) additional two-year-periods each for a total contract term not to exceed six (6) years.

2. **Scope of Services.** Contractor shall furnish all labor, materials, and equipment for and perform the work of administration, marketing, providing and managing field maintenance personnel, and supervising the day-to-day operation of the Adult Softball and Baseball Program as more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with the Adult Softball and Baseball League Management Program ("Program"). As further provided in Exhibit "A," "Scope of Services," Contractor shall, at its sole cost and expense, keep the fields well-maintained to a high standard of cleanliness and preserve the fields in same condition as delivered on the Effective Date, normal wear and tear excepted. Contractor shall perform all necessary repairs to keep the fields, all improvements, fixtures, and equipment in good operating condition.

3. **Compensation/Payment.** In consideration for the performance of the Services, the Consultant shall submit payment to the City in accordance with the Compensation Schedule attached hereto and incorporated herein as Exhibit "B."

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state, and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business License.** As a condition of this Agreement, Contractor shall secure a business license to operate in the City of Riverside, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee, or other debt which is owed or which becomes owed by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds, or reimbursements owed by City to Contractor under the

Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Contractor recognizes that the qualifications and experience of its personnel to be used are vital to the professional and timely completion of the Services. Consultant shall have all personnel contact the Parks, Recreation and Community Services Department to schedule a LiveScan/Department of Justice background check. Consultant will be responsible for costs of the LiveScan, due at the time of the LiveScan, consistent with the procedures set forth by the City's Human Resources Department. After receipt of the scan results the City will notify Consultant of individuals that are eligible to be umpires, scorekeepers, and field maintenance workers. Consultant shall only utilize those eligible individuals for the performance of this Agreement.

The Consultant will submit to the City's Recreation Supervisor, a current list of names, addresses (including zip codes) and telephone numbers of all umpires, scorekeepers, and field maintenance workers involved with the Program. Consultant shall provide a written schedule of umpires, scorekeepers, and field maintenance assignments, including names, two weeks prior to the scheduled games or contests. The Consultant shall be responsible for all reports and obligations with respect to such personnel, including but not limited to social security taxes, income tax withholding, unemployment insurance, and workers compensation insurance.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement including, without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage, or action whatsoever arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents for, including, but not limited to, property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including, but not limited to, attorney fees, cost of investigation, defense, and settlement or awards, the City and the City's employees, officers, managers, agents, and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement, or compromise in no way limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. **Insurance.**

11.1 **General Provisions.** Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms, and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 **Ratings.** Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

**11.2 Workers' Compensation Insurance.** By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

**11.3 Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

**11.3.1** Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

**11.3.2** Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

**11.3.3** Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

**11.4 Subcontractors' Insurance.** Contractor shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Contractor shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

**12. Staffing.** Contractor shall remove and replace its employee within thirty ("30") minutes for any cause or condition that renders the Contractor's employee incapable of performing his or her duties, which shall include but is not limited to: sleeping on duty; theft of City or personal property; combative or abusive behavior toward City staff or the public; or alcohol or illegal drug use.

**13. Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar day's written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar day's written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees for materials or labor in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;

- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

14. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

15. **City's Right to Employ Other Contractors/Contractors.** City reserves the right to employ other Contractors in connection with the security services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

16. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals employed as security guards assigned to the City, represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, individuals employed as security guards assigned to the City have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

17. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage fee, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage fee, or commission fee. The remedies specified in this section shall be in addition to, and not in lieu of, those remedies otherwise specified in this Agreement.

18. **Prevailing Wage.** Pursuant to Section 1771 of the California Labor Code, Contractor and all subcontractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm), and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

19. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

20. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid, and addressed as follows:

To City

City of Riverside  
Parks, Recreation, and Community  
Services  
Attn: Rachel McLure  
6927 Magnolia Ave, 2<sup>nd</sup> Floor  
Riverside, CA 92501

To Contractor

Major League Softball, Inc.  
Attn: Dave Johnson  
371 E. River Ave.  
Orange, CA 92866  
  
Phone (818) 355-2169

21. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

22. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

23. **Severability.** Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

24. **Amendments.** This Agreement may be modified, extended, or otherwise amended only by a written agreement and/or change order executed by the Contractor and City.

25. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right, and actual authority to bind Contractor to the terms and conditions hereof and thereof.

26. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Contractor and its permitted successors and assigns, and shall not be assigned by Contractor, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

27. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

28. **Interpretation.** City and Contractor acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

28.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

28.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

28.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

29. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" – Scope of Services  
Exhibit "B" – Compensation Schedule  
Exhibit "C" – Key Personnel

(Signatures on following page)

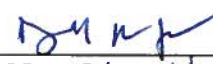


IN WITNESS WHEREOF, the City and Contractor have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation  
a California corporation

MAJOR LEAGUE SOFTBALL, INC.  
a California corporation


By: \_\_\_\_\_  
City Manager

By:   
[Printed Name] David R. Johnson  
[Title] President

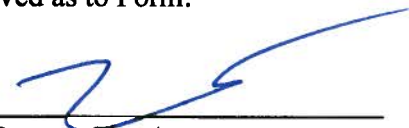
Attest: \_\_\_\_\_  
City Clerk

Certified as to Availability of Funds:

By:   
Chief Financial Officer

By:   
[Printed Name] Catherine A. Johnson  
[Title] Secretary

Approved as to Form:

By:   
Deputy City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The Parks, Recreation and Community Services Department's Recreation Division will monitor these services provided by the Contractor. If the services are not deemed satisfactory, the Contractor will be given verbal and written notice and may affect the future use of the Contractor by the City.

Contractor shall at all times during the term of the Agreement, at its own cost and expense provide administration, market, field maintenance personnel, and supervise the day-to-day operation of the Program. The City reserves the right to change the schedule due to weather or facility issues. The Program is conducted seven days a week, two baseball seasons and four softball seasons per year. In addition, the Contractor will offer at least twelve (12) tournaments per year.

Contractor shall provide the following minimum services:

1. All pre-season marketing services performed shall include:
  - a) Design, publication and reproduction of all Adult Softball and Baseball League marketing, materials, and forms.
  - b) Mailing list processing, maintenance, generation and all expenses related to mailing.
  - c) Dissemination of press release, social media and public relations materials.
  - d) Prepare copy for inclusion in City brochure.
  - e) No signs of any kind shall be displayed unless approved by staff, which may require removal or refurbishment of any sign previously approved. Contractor shall not permit vendors to display merchandise unless written permission is secured by the Parks, Recreation, and Community Services Department Director or his designee via the Park and Recreation Commission as per City Ordinance 9.08. Use of Parks.
  - f) Contractor shall at all times use reasonable efforts to provide the best promotion and services shall include, but not limited to news releases, social media publications, program flyers, letters, forms, mailing lists and a phone number. All such marketing materials and forms must be submitted to the City by the established deadline. City's written approval shall be obtained before such materials are distributed and/or posted.
2. Pre-Season Preparation Services Including:
  - a) Provide staff and location to conduct team registration process. Contractor shall be responsible for collection and deposit of all league fees.
  - b) Organization and supervision of each pre-season managers' meeting.
  - c) Contractor shall offer an early online registration process for teams returning from the previous season. The process shall allow the team manager or coach to receive a game schedule a minimum of one week in advance of the start date. Copies of the schedules shall be provided to the City prior to the start of each season. Changes to game schedules will be provided to the City within three (3) days after their occurrence. Schedules for each season must be finalized by the third week of each season.
3. Automated Scorekeeping/Statistical Support:
  - a) Accepting scorekeeping assignments as schedules require.
  - b) Recruitment, training, supervision, evaluation and disciplining of softball and baseball scorekeepers and their supervisors.
  - c) Computerized scoring of league and tournament softball and baseball games which would generate the following summary reports at the conclusion of the game:
    - i) Detailed play by play account of the game with cumulative totals.
    - ii) Individual player statistics for the game.
    - iii) Cumulative team and individual statistics for season to date including game just completed.
4. Statistical support to include:
  - a) Classification of league and tournament teams to ensure balanced competition.
  - b) Preparation and printing of league and tournament schedules, according to facility schedules as determined by the City.

- c) Statistical summary reports including league and tournament schedules, according to facility schedules as determined by the City.
  - d) Statistical summary reports including league standings, individual batting, pitching, and slugging statistics on a weekly basis.
  - e) Computer generated mailing labels, rosters, summary report forms as may be required.
  - f) Provide hardware and software support services to ensure proper maintenance and immediate replacement of inoperative equipment.
  - g) Manual backup scorekeeping in the event of system failure.
5. Umpiring Services:
- a) Accepting umpiring assignments as schedules require. Provide trained substitute umpires in emergency absence of schedule umpire.
  - b) Recruitment, training, supervision, evaluation and discipline of softball and baseball umpires and their supervisors. Contractor shall furnish to City a list of umpires and a copy of their Southern California Municipal Athletic Federal (SCMAF), California Interscholastic Federation (CIF) or Amateur Softball Association (ASA) certification; and a syllabus of the training provided by Contractor and the dates the training was accomplished.
  - c) Ensuring that all officials remain current as to league procedures as well as rule changes.
  - d) Each umpire shall provide the necessary game equipment for him or her to successfully perform his or her duty as an umpire.
  - e) All officials provided by Contractor will be dressed in the uniform described in the current SCMAF or CIF handbook, or as modified by mutual agreement of the parties hereto. In addition, all umpires shall have the accessory equipment necessary for safe and proper officiating of games.
  - f) Contractor to be responsible for providing notice to the umpires assigned to a game and the teams affected in the event a game is canceled by the City for any reason whatsoever. Notice of the game cancellation will be provided to the Contractor by the City at least three (3) hours before the start of the game. Contractor shall reschedule subject to the availability of the fields.
6. League Coordination Services:
- a) Contractor or Contractor's League Director shall provide general supervision of softball/baseball fields, games, disciplinary action of Contractor's staff, spectators and participants thirty (30) minutes before, during and thirty (30) minutes after scheduled games and/or team meeting.
  - b) Contractor or Contractor League Director shall be responsible for the scheduling of scorekeepers, umpire evaluations, correcting scorekeeper's errors and including the enforcement of safety practices and regulations when the fields are used in connection with the City of Riverside Adult Softball and Baseball Program. Contractor shall exercise the right to exclude any person from using the fields who do not abide by the established rules.
  - c) Contractor shall use its reasonable efforts to prohibit intoxicated persons, profane or indecent language, or boisterous or loud conduct in or about the softball/baseball fields and will call upon the aid of peace officers to assist in maintaining peaceful conditions.
  - d) Contractor to attend all meetings called by the league participants or City to review protests filed with the PRCSO. The Contractor will provide a written opinion to the Recreation Supervisor assigned to adult sports within forty-eight (48) hours after such meeting.
  - e) Preparing and distributing any required forms, league schedules and rosters, (verifying to the best of their ability that all players are legal, and have legal initials and signatures, ruling on player's eligibility, and addition and deletion of players as necessary).
  - f) Administering and conducting tournaments in which league teams are eligible to participate and that generate revenue for the City and Contractor.
  - g) Contractor shall conduct league play according to SCMAF and/or CIF rules.
  - h) Collecting team and tournament team registration fees via online, mail-in or on-site on behalf of City. As consideration for its services under this Agreement, Contractor shall be entitled to retain a percentage of the gross receipts from team registration fees and as mutually agreed upon by City and Contractor.
  - i) Provide a receipt for the participants and keeping an account procedure acceptable to the City.
  - j) Contractor will handle concerns raised by participants, coaches, managers and spectators in a professional timely manner, with phone call (or email) to be returned within 24 hours of receipt of call or email.
  - k) The City and Contractor mutually agree on a per team fee approved by City Council in the Fees and

Charges Resolution to generate revenue for the City and Contractor. Based on the SCMAF regulations which allow a league to be a sanctioned SCMAF league and receive additional benefits such as league rule books, exclusive tournament opportunities, access to insurance programs, and fee trainings for coaches. Contractor will be required to register teams with SCMAF annually and pay fees and submit team list by December 30 of each calendar year. Failure to pay these fees by the deadline and without prior written consent by the City to extend the deadline will result in a penalty of \$25 per day if the fees are not received by SCMAF.

- l) Although not a requirement for participation in the adult softball and baseball program, Contractor agrees to collect and deposit with SCMAF the requisite fee for certain medical coverage under the Player's Medical Benefit Fund if a team elects to do so. If any team elects such coverage, Contractor agrees to and shall complete all paperwork, collect any fee (as required by SCMAF), and remit said paperwork and fee to SCMAF within thirty (30) days of the first scheduled day of a season.
- m) Contractor shall have hours of operations convenient for the players, which are beyond the traditional 8:00 am to 5:00 pm, Monday through Friday schedule.
- n) League Director shall carry telecommunications devices including cellular phone/tablets.
- o) Business Tax: Refer to paragraph 10 of the Agreement.
- p) Insurance: Refer to paragraph 9.3 of the Agreement.

**7. Field Maintenance Services:**

Contractor shall provide and be responsible for all daily field maintenance, which includes watering, dragging and chalking, etc., before each league night. Contractor shall not change field base peg settings, home plate, or pitcher's mound without prior approval from the City of Riverside. In the event that base pegs, or pitcher's mound need repair or replacement, the Contractor will be responsible for the cost. The City will be responsible for replacing the home plates and pitching rubbers as needed. In addition to daily field maintenance, the Contractor shall provide the following to each diamond prior to the start of each game/season:

- a) Base peg/anchor replacement shall be limited to peg/anchor set at 65 only on softball field.
- b) Filling low spots in all infield areas.
- c) Repack bases and batter's box areas, and pitcher's mound.
- d) Blow out debris, rake or sweep dugout areas.
- e) Inspecting the ball fields prior to each game to ensure they are in safe playing condition.
- f) Report to the City of Riverside the condition of base anchors, pitchers mounds, home plates, fencing, or any other damage or maintenance issues.
- g) Contractor may make additional softball/baseball field improvements subject to prior written approval of City. In addition, City may, from time to time, make certain improvements which it deems to be advantageous or necessary for the protection of public property, or for the safety of adult softball and baseball participants or spectators.
- h) Contractor shall provide the equipment, similar or better than a John Deere 1200, necessary to complete the tasks listed above.
- i) Contractor shall be responsible to provide any necessary infield preparation/renovation as needed to maintain the fields in a safe condition. Field preparation will be completed on the day of games, and no more than 4-6 hours in advance of scheduled games. Contractors agrees City will not be held responsible should the public use prepared fields prior to the commencement of scheduled games.
- j) Contractor shall be required to provide laser leveling and removal of all "berms" that have accumulated around the infield and turf areas. The laser leveling should be completed one (1) time per year at Reid Park fields 3, 4, 5, 6 and Hunter Hobby fields 1 and 2. Laser leveling services will be performed at the University of California Riverside (UCR) fields 1 and 2 based upon mutual agreement if the City adult softball leagues are held there.
- k) Contractor shall be required to provide up to a mutually agreed amount not to exceed 100 tons of infield mix brand 50/50 blend, per field at Reid Park fields 4, 5, 6, and Hunter Hobby fields 1 and 2 and at the University of California Riverside (UCR) fields 1 and 2 based upon mutual agreement and if the City adult softball leagues are held there (manufacturer and type to be mutually agreed upon) per year. Contractor will be required to submit a request in writing sixty (60) days prior for approval. In addition, Contractor must invoice the City for their 50% contribution thirty (30) days after completion of work or Contractor will be responsible for the entire cost of the infield mix.
- l) Contractor shall only use approved equipment to maintain the fields. No pick-up trucks shall be permitted to drag infields for preparation of surface areas.

- m) Contractor vehicles shall not exceed five (5) miles per hour (mph) while performing such services.
  - n) Contractor shall also coordinate any major maintenance with the Parks Division Superintendent.
8. Obtain and provide Essential Game Materials, including:
- a) One (1) new and one (1) like new SCMAF approved softball/baseball for each game.
  - b) Provide certified home plate extension on each field if needed.
  - c) Provide "Hollywood" or "Bolco" style bases for each field as needed.
  - d) Provide maintenance equipment which includes chalker, rakes, chalk, hoses, etc.
  - e) Provide line up cards with hold harmless/release/assumption of risk language and ensure that each player signs the agreement or does not play.
9. Design, Procurement and Distribution of Awards to First and Second Place Teams.
- a) One (1) sponsor/team award must be provided to both the first and second place teams in each league.
  - b) A minimum of sixteen (16) individual player awards must be provided to the first place team in each league.
10. Personnel Responsibilities
- a) The Recreation Supervisor and Recreation Services Coordinator assigned to Adult Sports will monitor these services provided by the Contractor. If the services are not deemed satisfactory, the Contractor will be given written notice and will be placed on probation and reviewed for a period of thirty (30) days.
  - b) The Contractor shall assume the entire cost of all correspondence, telephone calls, and training materials in connection with the operation of this program. A detailed work program outlining tasks and time schedule for planning, implementing and evaluation of a city-wide official/scorekeeper program must be provided.
  - c) Contractor shall prepare written evaluations per season. Evaluations must be submitted to the Recreation Services Coordinator at the conclusion of each season.
11. Field Use
- a) BASEBALL – field use is limited to games scheduled at Reid Park (701 n. Orange St.) Field #3 on Fridays, 5:00 pm – 11:00 pm, Saturdays, 2:30pm – 11:00 pm and Sundays, 8:00 am – 11:00pm.
  - b) SOFTBALL - Field use is limited to games scheduled at Reid Park (701 n. Orange St.) Field #'s 4, 5, & 6, Hunter Hobby Park (1401 Iowa Ave.) Field 1 & 2, and University of Riverside sports complex field 1 & 2 are available for use Monday-Friday 4:00pm – 11:00pm and Saturday and Sundays from 8:00am – 11:00pm.
  - c) Use of additional fields will be allocated upon availability to accommodate a minimum of three (3) game slots per week.

## EXHIBIT "B"

### COMPENSATION SCHEDULE

In consideration for the performance of the aforementioned services, compensation shall be as follows.

**Softball.** As for the Fall 2017 season, Contractor shall retain 72.4% of the gross receipts from team registration fees for an eight week season and 73% of the gross receipts from team registration fees for a ten week softball season. Contractor shall pay to the City the remaining portion of the gross receipts from team registration fees for these seasons, 27.6% for an eight week season and 27% for a ten week season. As of Winter 2018 and for the duration of the Agreement, Contractor shall retain 72.4% of the gross receipts from team registration fees for an eight week season and 73% of the gross receipts from team registration fees for a ten week softball season. Contractor shall pay to the City the remaining portion of the gross receipts from team registration fees for these seasons, 27.6% for an eight week season and 27% for a ten week season.

**Baseball.** As for the Fall 2017 season, Contractor shall retain 80% of the gross receipts from team registration fees for an eight week season. Contractor shall pay to the City the remaining portion of the gross receipts, 20%, from team registration fees for the season. As of Spring 2018 and for the duration of the Agreement, Contractor shall retain 75% of the gross receipts from team registration fees for an eight week season. Contractor shall pay to City the remaining portion of the gross receipts, 25%, from team registration fees for the season.

**Tournaments.** As for the Fall 2017 tournaments, Contractor shall retain 85% of the gross receipts from team registration fees and shall pay to the City the remaining portion of the gross receipts, 15%, from team registration fees. As of Winter 2018 and for the duration of the Agreement, Contractor shall retain 84% of the gross receipts from team registration fees and shall pay to the City the remaining portion of the gross receipts, 16%, from team registration fees. However, should Contractor conduct more than 24 tournaments during the course of the four season year (Fall to Summer), Contractor shall retain 88% of the gross receipts from team registration fees and shall pay to City the other 12% of the gross receipts from team registration fees, for the twenty-fifth (25<sup>th</sup>) tournament and each tournament thereafter.

**SCMAF.** Contractor will be required to register teams with SCMAF annually and pay fees and submit team list by December 30 of each calendar year. Failure to pay these fees by the deadline and without prior written consent by the City to extend the deadline will result in a penalty of \$25 per day if the fees are not received by SCMAF. Contractor shall provide City with a list of new teams annually.

**New Team Fee.** Contractor will collect a one-time processing fee of \$35 for the registration of new teams and will keep 100% of the proceeds collected.

\*Contractor shall transmit with payment a Gross Receipts Report. The Gross Receipts Report shall include a statement of the gross receipts by source of sales, and such other information as the City may require. All payments and the Gross Receipts Report shall be sent to the City as provided for under this Agreement.

\*\*Team fees will be reviewed annually. A cost analysis compared to local agencies will be used to determine fee increases initiated by Contractor.

Payments will be received in accordance with the following schedule:

#### Softball

- |                         |  |
|-------------------------|--|
| a. Fall League Games:   | September through November                                   |
| Fall Fee Schedule       | Payment Due to City on or before December 15                 |
| b. Winter League Games: | January through April (allow for rain outs, holidays, etc.). |
| Winter Fee Schedule     | Payment Due to City on or before April 15                    |
| c. Spring League Games: | April through June   |
| Spring Fee Schedule     | Payment Due to City on or before July 15                     |
| d. Summer League Games: | June through August  |

**Summer Fee Schedule**

**Payment Due to City on or before October 15**

**Baseball**

- e. Fall League Games:  
Fall Fee Schedule
- f. Spring League Games:  
Spring Fee Schedule

**October through March**

**Payment Due to City on or before April 15**

**April through September**

**Payment Due to City on or before October 15**

**EXHIBIT "C"**  
**KEY PERSONNEL**

**David Johnson – President**

**Cathy Johnson – Secretary**

**Bobby Snarey – Director**