

## AGREEMENT FOR THE YOUTH SPORTS OFFICIALS AND SCOREKEEPERS

### DANNY FULLER DBA SPORTS INNOVATORS

THIS AGREEMENT ("Agreement") is made and entered into this <sup>26<sup>th</sup></sup> ~~June~~ <sup>15</sup> day of ~~June~~ <sup>July</sup>, 2016, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and DANNY FULLER, a sole proprietor doing business as ("dba") SPORTS INNOVATORS, hereinafter referred to as ("Contractor"), as follows:

Section 1. **Scope of Services.** City agrees to retain and does hereby retain Contractor, and Contractor agrees to provide the services more particularly described in Exhibit "A", Scope of Services ("Services"), attached hereto and incorporated herein by reference, in conjunction with providing qualified youth sports officials and scorekeepers and additional services as referenced in Request for Proposal (RFP) No. 1582.

Section 2. **Standard of Performance.** While performing the services, Contractor shall exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

Section 3. **Term.** The term of this Agreement shall be for a period of two (2) years commencing July 1, 2016, through June 30, 2018. This agreement may be extended for three (3) additional periods of one (1) year each, not to exceed five (5) years, upon mutual agreement of the parties hereto at such rate of compensation as may be agreed to by said parties.

Section 4. **Compensation.** The City shall compensate the Contractor for the services herein provided as follows: For providing one (1) scorekeeper for each basketball and football game at \$10 per game, and for providing two (2) officials for each basketball \$40 per game. For providing two (2) officials for each flag football game at \$44 per game. In the event the Contractor provides only one (1) official for any game requiring two (2) officials, and the game is not canceled, the City shall pay to Contractor the sum of \$30 for such official. The amount to be paid to Contractor pursuant to this Agreement shall not exceed the amount of Twenty Four Thousand Sixty Dollars (\$24,060) per year.

The Contractor shall submit invoices to the Recreation Services Coordinator of the City of Riverside Parks, Recreation and Community Services Department not more often than biweekly through the term of this Agreement. Invoices must set forth the number of officials and scorekeepers provided for each game during the invoice period, and the total amount payable to the Contractor. City will pay Contractor, in accordance with its usual accounting procedures.

Section 5. **Personnel.** Contractor shall have all personnel contact the Parks, Recreation and Community Services Department to schedule a LiveScan/Department of Justice background check with the Human Resources Department. Contractor will be responsible for costs of the LiveScan check at \$32.75 (per person) consistent with the procedures set forth by the City's Human Resources Policy I-14 (Exhibit "B") and payment is due at the time of the

LiveScan. After receipt of the scan results the City will notify Contractor of individuals that are eligible to be officials and scorekeepers. Contractor shall only utilize those eligible individuals for the performance of this Agreement.

Section 6. **Subcontractors/Assignment.** Contractor shall not subcontract or assign any portion of the work required by the contract without the prior written approval of the City.

Section 7. **Indemnification.** Except for City's sole negligence or willful misconduct, Contractor shall indemnify and hold City and City's officers and employees harmless from all damages, costs and expenses, including attorneys' fees, in law or equity, including damage to property or personal injury, including death, that may arise or be incurred due to intentional or negligent acts, errors or omissions of Contractor or any of Contractor's employees, substitute Contractor or agents committed while rendering services pursuant to this Agreement, notwithstanding that City may have benefit from Contractor's services.

The parties expressly agree that any payment, attorney fee, cost or expense City incurs or makes to or on behalf of an injured City employee under City's self-administered Workers' Compensation program are included as a loss, expense or cost for the purposes of this paragraph. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

Section 8. **Insurance.**

8.1 **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.

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

8.1.2 **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 A or higher and a Financial Class of VII or higher.

8.1.3 **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.

8.1.4 **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.

**8.2 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.

**8.3 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.

8.3.1 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.

8.3.2 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.

8.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements 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."*

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

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-contractors, employees, officers and agents for services performed under this Agreement.
- b. 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.
- c. 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.

Section 9. **Termination.** This Agreement may be terminated by either party upon one hundred eighty (180) days prior written notice to the other party. In the event of a substantial failure of performance by Contractor, City may terminate this Agreement upon a ten (10) day written notice to Contractor. The ten (10) day notice period shall be used by both parties in an attempt to negotiate resolution of disputes and remedy any breach.

Section 10. **Independent Contractor.** The parties recognize and agree that Contractor is and shall be, at all times hereunder, an independent contractor and not an employee of the City. It is agreed and understood that the engagement of Contractor hereunder does not require Contractor's services to be provided exclusively to the City and that Contractor shall be free to engage in outside activities, services and projects which are unrelated to this Agreement.

Section 11. **Notice.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by email or pre-paid, first-class mail and shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

**City:**

City of Riverside  
Parks, Recreation and Community Services  
Jesse Ochoa, Recreation Superintendent  
6927 Magnolia Avenue  
Riverside, CA 92501

**Contractor:**

Danny Fuller dba Sports Innovators  
12671 Dogwood Circle  
Riverside, CA 92503

Section 12. **Nondiscrimination.** Contractor agrees that during the term of this Agreement, except as provided in Section 12940 of the Government Code of the State of California, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, genetic information, gender, gender identity, or gender expression, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Contractor shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

Section 13. **Business Tax.** Contractor understands that the activity described herein constitutes doing business in the City of Riverside, and Contractor agrees that Contractor will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code.

Section 14. **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.

Section 15. **Amendments.** This Agreement may be amended or supplemented only by written documents signed by both parties.

Section 16. **Integration.** 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, nor is either party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Section 17. **Accounting Records.** Contractor shall maintain complete and accurate records with respect to revenue received and costs incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

Section 18. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

Section 19. **Solicitation.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid

nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

Section 20. **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 such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

Section 21. **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 responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Section 22. **Contract Administration.** Contractor acknowledges that City will monitor the services provided by Contractor pursuant to this Agreement on an ongoing basis to ensure Contractor's compliance with terms of the Agreement.

Section 23. **Conflict of Interest.** Contractor, for itself and on behalf of its agents, servants, representatives, and employees, warrants that by execution of this Agreement, that they have no interest, present or contemplated, in the projects or work to which they are assigned. Contractor further warrants that neither Contractor nor its agents, servants, representatives, and employees, have any real property, business interests or income that will be affected by the projects or work to which they are assigned or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

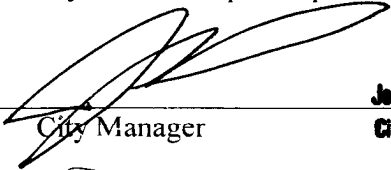
Section 24. **Authority.** The individuals executing this Agreement on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

Section 25. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and upon Contractor and Contractor's heirs, successors and assigns, and shall not be assigned by Contractor, either or whole or in part, without the express written consent of City. Contractor shall not assign all or any part of the Agreement without the prior written consent of the Recreation Superintendent.

Section 26. **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 by this Agreement shall be tried in a court of competent jurisdiction in 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.

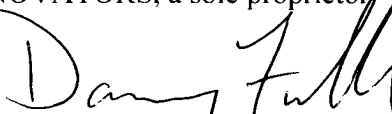
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

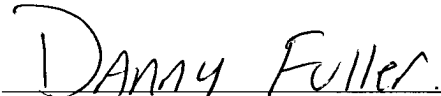
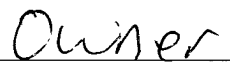
CITY OF RIVERSIDE, a California  
charter city and municipal corporation

By:   
City Manager **John A. Russo**  
City Manager

Attest:   
City Clerk

DANNY FULLER DBA SPORTS  
INNOVATORS, a sole proprietor

By:   
Danny Fuller, owner

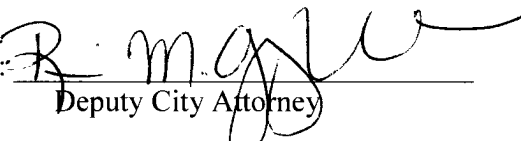
  
[Printed Name]  
  
[Title]

Certified as to Availability of Funds:

By:   
Finance Director

(Include if amount is less than \$50K)

Approved as to Form:

By:   
Deputy City Attorney

CA #16-0675 RMG 05/26/16  
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## **EXHIBIT "A"**

### **Scope of Services**

#### **GENERAL**

The Contractor will furnish the number of qualified sports officials and scorekeepers necessary for Youth Sports Programs under the supervision of the Parks, Recreation and Community Services Department of the City during the term specified. The City will provide the Contractor a schedule of games and written notice of the number and type of officials and scorekeepers required at least ten (10) business days prior to the commencement of any league play. The City currently conducts its youth flag football program in one season consisting of a fall season of approximately three (3) age divisions, for a length of eight (8-10) weeks (September through November). The youth basketball season consists of a winter season of three (3) different age divisions, approximately eight to ten (8-10) weeks in length (January through March). Nothing herein will preclude the City from changing the number of leagues unless fewer participants register for the program, provided the Contractor will be given at least ten (10) days notice prior to the commencement of the applicable season, if such a change is necessary.

#### **TENTATIVE OPERATION**

The Youth Sports Program is scheduled to begin planning the 2016-2017 season on July 1, 2016.

#### **SCOPE OF SERVICES**

Contractor shall at all times during the term of the Agreement, at its own cost and expense, maintain and operate and administer official/scorekeeper services for the Youth Sports Programs. The City Youth Sports Program consists of two sports: Youth Flag Football (September through November) and Basketball (January through March).

Contractor shall provide the following minimum services:

1. The Recreation Services Coordinator assigned to Youth 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.
2. The Contractor will ensure all officials have been properly trained and certified to officiate the sport which they are assigned. Preference will be given to Contractors that have certified officials and scorekeepers to officiate and score-keep games for the City of Riverside, Parks, Recreation and Community Services Department. The City reserves the right to adjust or update game schedules during the season, provided Contractor is notified twenty-four (24) hours before scheduled game.
3. Duties of the Contractor will include recruiting, monitoring, training, evaluating, and scheduling of officials/scorekeepers. The Contractor is expected to ensure that all games



are officiated impartially and professionally, and officials/scorekeepers are on time and in proper uniform for all games.

4. The Contractor shall provide enough qualified officials to ensure that any one official does not officiate more than five (5) consecutive games within an eight-hour time period in any one day. The Contractor will provide a written incident report regarding all ejections or atypical complaints within 48 hours of the incident, ejection, or complaint.
5. The Contractor will be required to obtain and pay for City of Riverside business tax pursuant to Chapter 5.04 of the Riverside Municipal Code Contractor shall be solely responsible for all taxes, benefits, Workers' Compensation insurance or any other requirements for the contractors' employees legally required by both State and Federal governments.
6. It is highly desirable that the Contractor shall be a current Southern California Municipal Athletic Federation (SCMAF) member in good standing and preferably employ certified and experienced officials/scorekeepers. Prior to each season of play, Contractor shall submit by email to the Recreation Services Coordinator a current list of names, addresses, phone numbers, years of experience and current certification cards for all officials listed under Contractor's supervision, as well as a list of names, address and phone numbers of all scorekeepers working under the Contractors' supervision.
7. The Contractor shall be responsible for providing one (1) training session per season for all officials/scorekeepers under its supervision or assigned to work the City league prior to the start of the basketball and football season. Contractor shall notify the Recreation Services Coordinator in writing of the time and date of each training session, at least two (2) weeks prior to each training session. The training venue will be provided by the City. The training session shall include a detailed review of the City of Riverside's league rules, Sports Philosophy, SCMAF rules, officiating techniques, rule interpretations, some management conflict resolution, uniform attire and handling of emergency situations. Contractor will be responsible for all costs associated with these training sessions.
8. Contractor shall provide proper scheduling and supervision for officials/scorekeepers. This includes coverage to notify officials/scorekeepers of canceled games due to inclement weather, field conditions, mechanical failure or any other related problems.
9. Contractor shall prepare written evaluations per sport per year on each official/scorekeeper. Evaluations must be made available to the City per request.
10. Contractor shall attend any league organizational meeting as deemed necessary by the City.
11. Contractor shall rotate game officials on a regulate basis. The City shall have the right to request game official or scorekeeper changes.
12. Should the Contractor fail to provide game officials or scorekeepers for any game,

liquidated damages in an agreed upon amount per game, per official for Youth Sports shall be assessed and the sum shall be deducted from payments due to the Contractor.

13. The Contractor's invoices and financial statement of officials/scorekeepers fees shall be faxed, mailed, emailed or hand-delivered to the City. Whenever possible, the City will make the electronic payment on a Friday which is a minimum of two (2) weeks from the day the invoice was received.
14. The Contractor must ensure that all personnel working must be Live Scan fingerprinted and cleared through Department of Justice background check prior to commencing employment. The Contractor, at its own cost and expense, shall obtain criminal background information pursuant to the procedures set forth by the City's Human Resources Policy I-14. (Exhibit B) The Contractor 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.
15. Contractor will require that all officials arrive at the game site 15 minutes prior to the start of the first game dressed in the appropriate uniform ready to work. Each official will sign in on the score sheet with the supervisor or scorekeeper at their game site. The appropriate uniform for youth Basketball and Flag Football will be a black and white striped official's shirt, black shorts or pants, and black shoes.
16. The City reserves the right to add/delete games/leagues in all sport areas as necessary. Contractor and City will come to mutual agreement on any additional services and fees. Contractor will understand actual number and times for games will be dependent on number of teams registered. City will give Contractor notification of league registration status when completed.
17. City shall have the right to evaluate, and when justified, refuse the service of any official/scorekeeper provided by the Contractor. Contractor is required to have a representative present at all organizational meetings which are usually held prior to the beginning of the season. The City will evaluate officials/scorekeepers on a random basis throughout the course of regular season and tournament play and said evaluations will critique the work ability of the officials. Evaluations will be graded and made known to the Contractor. Work of all/specific officials/scorekeepers and/or continuation of contract agreement will be contingent with meeting acceptable level of evaluation standards determined by the City. The City reserves the right, at its sole discretion, to refuse services of any official/scorekeeper who is repeated assigned, exhibits un-sportsmanlike behavior or to the reason determined by the City.

#### OFFICIALS/SCOREKEEPERS REQUIRED

The Contractor must assign the following officials and scorekeepers for each game: Two (2) officials and one (1) scorekeeper per game for Flag Football and Basketball.

**EXHIBIT “B”**

**City’s Human Resources Policy I-14**