

## AGREEMENT FOR SOCCER LEAGUE MANAGEMENT PROGRAM

ADRIAN FELIX dba EMPIRE SOCCER

This AGREEMENT FOR SOCCER LEAGUE MANAGEMENT PROGRAM ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by and between CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and ADRIAN FELIX, a sole proprietor doing business as EMPIRE SOCCER ("Manager"), with respect to the following:

1. **Scope of Services.** City agrees to retain and does hereby retain Manager, and Manager 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 the management and operation of the City's Youth and Adult Soccer Program ("Program").

2. **Term.** The term of this Agreement shall be for the initial period beginning May 1, 2021, and ending June 30, 2023, unless earlier terminated pursuant to the provisions stated herein. Upon the expiration of the aforementioned initial period, this Agreement may be extended for three additional periods of up to one (1) year each, not to exceed a total Agreement term of five (5) years, upon mutual written agreement of the parties.

3. **Standard of Performance.** While performing the Services, Manager shall exercise the reasonable professional care and skill customarily exercised by reputable members of Manager's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. In addition, Manager agrees to abide by decibel levels established by the City's Parks, Recreation and Community Services Department ("PRCSD") when Manager uses any public address system to make announcements.

4. **Maintenance.** As further provided herein, Manager at its sole cost and expense shall keep fields well maintained, with a high standard of cleanliness, and preserve the fields in the same condition as they were in on the commencement date of this Agreement, ordinary wear and tear excepted. Manager shall perform all repairs necessary to keep fields, and any improvements, fixtures, and/or equipment situated thereon or used in connection therewith, in such condition as described in **Exhibit "A"**.

5. **Compensation/Payment.** In consideration for the performance of the Youth League Services, Manager shall retain 77.5 percent, and pay to City the remaining 22.5 percent, of the gross receipts from team registration fees for a twelve (12) week season. In consideration for the performance of the Adult Leagues Services, Manager shall retain 72.5 percent, and pay to City the remaining 27.5 percent, of the gross receipts from team registration fees for a twelve (12) week season. Manager shall retain 77.5 percent, and pay to City the remaining 22.5 percent, of the gross receipts from team registration fees for tournaments. Manager shall pay City the City's

gross receipts portion of league registration fees in accordance with the schedule provided in Section 6. Manager shall pay City the City's gross receipts portion of tournament registration fees no later than thirty (30) days following the scheduled tournament. A late fee of One Hundred Dollars (\$100.00) may be charged for any payment not received by the City within thirty (30) days. Manager shall transmit with each payment a Gross Receipts Report for the league and/or tournament which payment is submitted. The Gross Receipts Report shall include a statement of the gross receipts by source of sales, and such other information as City may require.

6. **Team Registration Fees.** The team registration fee for the Youth Soccer season shall be Four Hundred Fifty Dollars (\$450.00) for a twelve (12) week season, and for the Adult Soccer Season shall be Five Hundred Eighty dollars (\$580.00) for a twelve (12) week season, and shall include referees, scorekeepers, computerized score keeping, field maintenance, SCMAF Team Registration, awards, newsletters, standings and team and individual statistics. Team registration fees shall be annually reviewed by the City and are subject to change. Manager hereby agrees to be bound by any change in team registration fees. If the City determines that the registration fee(s) shall be changed, City will notify Manager at the earliest opportunity of the changed fee(s). Changes in registration fees shall not affect the compensation and payment terms set forth in Section 5 above

Payment to City of the foregoing registration fees shall be made according to the following schedule:

For Summer League Games (May to August), payment to City shall be made on or before July 15.

For Fall League Games (August to November), payment to City shall be made on or before October 15.

For Winter League Games (November to February), payment to City shall be made on or before January 15.

For Spring League Games (February to May), payment to City shall be made on or before April 15.

7. **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.

8. **Personnel; Background clearance required.** Consultant shall have all employees, volunteers, agents, persons, and any one who will services under this Agreement to contact the Parks, Recreation and Community Services Department ("PRCSD") to schedule a LiveScan/Department of Justice background check with the Human Resources Department. Consultant will be responsible for costs of the LiveScan check (\$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 Consultant of individuals that are eligible to be referees, scorekeepers, and field maintenance. Consultant shall

only utilize those eligible individuals for the performance of this Agreement. No individual shall provide any service under this Agreement without the foregoing background check clearance and approval. If any person is found to be providing services under this Agreement without the foregoing background check clearance and approval, City shall have discretion to immediately terminate this Agreement.

Manager shall provide all personnel necessary to perform the Services and shall be responsible for each personnel's performance and compensation. Manager recognizes that the qualifications and experience of the personnel to perform the Services are vital to professional and timely completion of the Services.

Manager shall submit to the Contract Administrator a current list of names, addresses (including zip codes), and telephone numbers of all referees, scorekeepers, and field maintenance workers, and anyone else providing Services under this Agreement. Manager shall provide City a written schedule of the names of referees, scorekeepers, and field maintenance assignments, at least two (2) weeks prior to the scheduled game or contest. Manager 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.

## **9. Insurance.**

**9.1 General Provisions.** Prior to the City's execution of this Agreement, Manager 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.

**9.1.1 Limitations.** These minimum amounts of coverage required shall not constitute any limitation or cap on Manager's indemnification obligations under Section 10.

**9.1.2 Ratings.** Any insurance policy or coverage provided by Manager 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.

**9.1.3 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.

**9.1.4 Adequacy.** The City, its officials, officers, employees, and/or agents make no representation to Manager that the types or limits of insurance specified to be

carried by Manager pursuant to this Agreement are adequate to protect Manager. If Manager believes that any required insurance coverage is inadequate, Manager will obtain such additional insurance coverage as Manager deems adequate, at Manager's sole expense.

**9.2 Workers' Compensation Insurance.** By executing this Agreement, Manager certifies that Manager is aware of and shall comply with Section 3700 of the California Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Manager shall carry the insurance or provide for self-insurance required by California law to protect said Manager from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Manager shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or 2) a certified statement from Manager that Manager has no employees, and acknowledging that if Manager does employ any person, the necessary certificate of insurance shall 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.

**9.3 Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Manager shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Manager 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 Manager. The City, and its officials, officers, employees, and agents shall be named as additional insureds under the Manager's insurance policies.

9.3.1 Manager'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.

9.3.2 Manager'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 Manager's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Manager's performance of this Agreement, which vehicles shall include, but are not limited to, Manager owned vehicles, Manager leased vehicles, Manager's employee vehicles, non-Manager owned vehicles, and hired vehicles.

9.3.3 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, its officials, 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 officials, 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.*

9.3.4 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-consultants, 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 Manager 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.

10. **Indemnification.** Except for City's sole negligence or willful misconduct, Manager shall indemnify City, its officials, officers, employees, and/or agents harmless from all damages, costs, and expenses, including attorneys fees, in law or equity, including damage to property or person, including death, that may arise or be incurred due to the acts, errors, or omissions of Manager or any of Manager's employees, volunteers, contractors, and/or agents committed while rendering Services pursuant to this Agreement, notwithstanding that City may have benefitted from the Services rendered. City and Manager expressly agree that any payment, attorney fee, cost, or expense that 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, damage, cost, or expense for the purposes of this paragraph. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

11. **Business Tax.** Manager understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Manager shall register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

12. **Conflict of Interest.** Manager, for itself and on behalf of its agents, servants, representatives, and employees, warrants that by executing this Agreement, the aforementioned

persons have no interest, present or contemplated, in the projects or work to which they are assigned. Manager further warrants that neither Manager 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 Manager will file with the City an affidavit disclosing any such interest.

13. **Solicitation.** Manager warrants that Manager 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 commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to immediately terminate this Agreement without liability and pay Manager only for the value of work Manager has actually performed, or, in City's sole discretion, to deduct from the Agreement price or otherwise recover from Manager the full amount of such commission, percentage, brokerage, 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.

14. **General Compliance with Laws.** Manager shall keep fully informed of federal, state, and local laws, ordinances, and regulations which in any manner affect those employed by Manager, or in any way affect the performance of services by Manager pursuant to this Agreement. Manager 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. Manager represents and warrants that Manager has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Manager further represents and warrants that the services provided herein shall conform to all ordinances, policies, and practices of the City of Riverside.

15. **Nondiscrimination.** During Manager's performance of this Agreement, Manager 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, sex, genetic information, gender, gender identity, gender expression, sexual orientation, or veteran or military status of any person, 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, Manager agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

16. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by City and Manager.

17. **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 Manager, City may terminate this Agreement upon a ten (10) day written notice to Manager. The ten-day notice period shall be used by both parties to negotiate a resolution of

any disputes and remedy any breach, if possible. Any other provisions in this Agreement which allow one or either party to terminate this Agreement shall remain effective. At the City's sole discretion, City may terminate, upon sending written notice of termination for cause to Manager after City has sent to Manager three (3) or more notices of a failure to adequately perform Services under this Agreement within any three (3) month period. This Agreement may be terminated by Manager with one (1) year written notice to the City.

18. **Accounting Records.** Manager shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly legible, identifiable, and available for inspection. Manager shall allow a City representative during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created for the purposes of providing Services under this Agreement. Manager 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.

19. **City's Right to Employ Other Managers.** City reserves the right to employ other managers in connection with the Program. If the City is required to employ another manager to complete Manager's work, due to a failure of the Manager to perform the Services under this Agreement, or due to Manager's breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Manager.

20. **Independent Contractor.** Manager, and Manager's agents, servants, representatives, volunteers, and employees, shall at all times during performance of the Services under this Agreement retain the status of independent contractor of the City. Manager, and Manager's agents, servants, representatives, volunteers, and employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Manager. Manager, as an independent contractor, shall be responsible for any and all taxes that may apply to Manager. Manager shall remain at all times free from the control and direction of City in connection with rendering of the Services. Manager shall remain at all times free to provide Manager's services to other businesses, so long as Manager's other business(es) does not interfere with Manager's obligations under this Agreement.

21. **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.

22. **Integration.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the City and Manager pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understanding 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.

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

25. **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 pre-paid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party 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 as provided in this paragraph.

To City

Parks, Recreation and  
Community Services Dept.  
Attn: Recreation Supervisor  
6927 Magnolia Ave. 2<sup>nd</sup> Flr.  
Riverside, CA 92506

To Manager

Empire Soccer  
Attn: Adrian Felix, Director  
2142 11<sup>th</sup> St.  
Riverside, CA 92507

26. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and upon Manager and Manager's heirs, successors, and assigns, and shall not be assigned by Manager, either in whole or part, without the express written consent of City.

27. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the City and Manager pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither City or Manager 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. **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 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 the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party shall bear its own attorney's fees and costs.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, City and Manager 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

ADRIAN FELIX, a sole proprietor doing business as EMPIRE SOCCER

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

By: Adrian Felix  
Adrian Felix

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

DIRECTOR  
[Title]

Approved as to Form:

By: Elliott Min  
Deputy City Attorney

**Exhibit "A"**  
**Scope of Services**

## SCOPE OF SERVICES

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 Soccer Program. The City reserves the right to change the schedule due to weather or facility issues. The City's Soccer Program may be conducted seven days a week, four seasons 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 Soccer League marketing, materials, and forms.
  - b) Mailing list processing, maintenance, generation and all expenses related to mailing.
  - c) Dissemination of press release and public relations materials.
  - d) Prepare copy for inclusion in City brochure.
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) Provide web site capable of accepting online registration.
  - c) Organization and supervision of each pre-season Contractor's meeting.
  - d) Contractor shall offer an early mail-in and or on-line registration process for teams returning from the previous season. The process shall allow the team Contractor 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. Schedule for each season must be finalized by the third week of each season.
3. STATISTICAL SUPPORT
  - a) Scoring of league and tournament soccer games which would generate the following summary reports at the end of the league.
    - i. Cumulative team statistics for season to date
    - ii. League Standings
    - iii. Team goals for, against, and the goal difference
  - b) Preparation and printing of league and tournament schedules, according to facility availability as determined by the City.
  - c) Demonstrate administrative capabilities and experience to support the Soccer League and provide data, tracking, on-going evaluation and reporting; track and report revenue trends with the understanding that the City reserves the right to audit sales records as necessary.
  - d) Provide quarterly reports that summarize the league successes, challenges, and opportunities for improvement; provides quarterly and annual financial reports that summarize the leagues revenues

4. Officiating Services:

- a) Accepting officiating assignments as schedules require. Provide trained substitute officials in emergency absence of schedule official.
- b) Recruitment, training, supervision, evaluation and discipline of soccer officials and their supervisors. Contractor shall furnish to City a list of officials and a copy of their certification.
- c) Ensuring that all officials remain current as to league procedures as well as rule changes.
- d) Each official shall provide the necessary game equipment for him or her to successfully perform his or her duty as a center referee or assistant referee (AR).
- e) All officials provided by Contractor will be dressed in the uniform described in the mutual agreement of the parties hereto. In addition, all officials shall have the accessory equipment necessary for safe and proper officiating of all games.
- f) Contractor to be responsible for providing notice to the officials 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.

5. League Coordination Services:

- a) Contractor or Contractor's League Director shall provide general supervision of soccer fields such as providing a gate attendant, games, and disciplinary action of Contractor's staff, official's evaluations, and including the enforcement of safety practices and regulations when the fields are used in connection with the City of Riverside Soccer Program. Contractor shall exercise the right to exclude any person from using the fields who do not abide by the established rules.
- b) Contractor shall use its reasonable efforts to prohibit intoxicated persons, profane or indecent language, or boisterous or loud conduct in or about the soccer fields and will call upon the aid of peace officers to assist in maintaining peaceful conditions.
- c) Contractor to attend all meetings called by the league participants or City to review protests filed with the PRCSD. The Contractor will provide a written opinion to the Recreation Supervisor assigned to sports within forty-eight (48) hours after such meeting.
- d) Preparing and distributing any required forms, league schedules and rosters, verifying to the best of their ability that all players complete a Participant Release of Liability Waiver signed prior to participating. Players must be on the original roster in order to play in an official game. League Coordinator reserves the right to rule on player's eligibility and add or delete players as necessary.
- 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 STAFF via the Park and Recreation Commission as per City Ordinance 9.08. Use of Parks. Contractor shall at all times use reasonable efforts

to provide the best promotion and services shall include, but not limited to news releases, 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.

- 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 Fédération Internationale de Football Association (FIFA) rules.
- h) Collecting team and tournament team registration fees 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, Contractor s 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.
- l) Contractor shall have hours of operations convenient for the players, which are beyond the traditional 8:00 am to 5:00 pm, Monday thru Friday schedule.
- m) League Director shall carry telecommunications devices including cellular phone/pager.
- n) Business Tax: Refer to paragraph 10 of the Agreement.
- o) Insurance: Refer to paragraph 9.3 of the Agreement.

6. Field Maintenance Services:

Contractor shall provide and be responsible for all daily safety inspections. The Contractor shall provide the following to each field prior to the start of each season.

- a) Water field no more than two (2) hours in advance of the game time as necessary.
- b) Blow out debris and pick up trash.
- c) Inspecting the fields prior to each game to ensure they are in safe playing condition.
- d) Contractor may make additional soccer 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 soccer participants or spectators.
- h) Contractor shall provide the equipment necessary to complete the tasks listed above.
- i) Contractor shall be responsible to provide any necessary preparation as needed to maintain the fields in a safe condition.
- j) Contractor shall only use approved equipment to maintain the fields.

- k) Contractor shall also coordinate any major maintenance with the Parks Division.
- 7. Obtain and provide Essential Game Materials, including:
  - b) Provide goals, nets, flags and cones needed for each game.
  - c) Provide maintenance equipment.
  - d) Provide line up cards with hold harmless/release/assumption of risk language and ensure that each player signs the agreement/waivers or does not play.
- 8. Design, Procurement and Distribution of Awards to First Place Teams:
  - a) One (1) sponsor/team award must be provided to the first place teams in each league.
- 9. Assignments:
  - a) The Recreation Services Coordinator assigned to Soccer 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.
  - c) Contractor shall prepare written evaluations per season. Evaluations must be submitted to the Recreation Services Coordinator at the conclusion of each season.
- 10. Location and Hours:
  - a) Services are to be conducted at Bobby Bonds Park only. No alternate locations shall be used or substituted throughout the term of the agreement.
  - b) Hours of operation are as followed: Days of the week vary M-F from 5pm – 10pm.

**Exhibit “B”**  
**City of Riverside Human Resources Policy I-14**





Approved:

City of Riverside, California  
Human Resources Policy and Procedure Manual

*Minda Stewart*  
Human Resources Director

*Bob F. Graham*  
City Manager

Number: I-14 Effective Date: 07/06

**SUBJECT:** CRIMINAL BACKGROUND AND LIVE SCAN POLICY

**PURPOSE:**

To establish a policy to ensure that the City of Riverside, its employees and volunteers, and members of the public are protected and to help minimize potential liability, the City Council has authorized a resolution authorizing the City to obtain state summary criminal background information from the Department of Justice for employment purposes. The City desires to identify those employees, prospective employees and volunteers who have a criminal history so that such information may be used in employment decisions.

**POLICY:**

1. Authority - Under federal and state law, public agencies may enact policies that disqualify applicants with certain criminal convictions from employment positions if the conviction is relevant to the position in question. Furthermore, California Penal Code Section 11105 permits cities to obtain state summary criminal background information from the Department of Justice if the City Council has authorized such access and if the criminal background information is required to implement a statute, ordinance or regulation that contains requirements or exclusions based on specified criminal conduct. The City Council authorized the City to access such information pursuant to Resolution Number 19579.
2. General - The City shall not consider for employment a person or volunteer who has been convicted of a felony or a misdemeanor involving moral turpitude (see. Section 4 for specific penal code convictions). Such conviction shall be cause for termination of any employee or volunteer, if the felony or misdemeanor is for a crime specified below, or, if the crime is not actually listed, the City determines that the crime is substantially similar in nature to those specified below. The conviction may be disregarded if it is found and determined by the appointing authority that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, length of time elapsed since such conviction, the age of such person at the time of conviction, or the fact that the classification applied for is unrelated to such conviction, and federal or state law does not require such disqualification or termination.
3. Criminal Record Background Checks - The City shall obtain criminal background information pursuant to the procedures set forth below on all prospective employees and volunteers, all current employees and volunteers who work with or supervise minors, and all employees formally considered for promotion.

4. Specific Convictions and Positions

- A. With respect to all prospective employees, current employees and volunteers, a conviction of any of the following Penal Code sections, shall be grounds for disqualification or termination:

Section 68:	Asking for or receiving bribes
Section 72:	Presentation of fraudulent claims
Section 73, 74:	Bribes for appointment to office
Section 187, 189:	Murder
Section 209:	Kidnapping for ransom, extortion or robbery
Section 211:	Robbery - taking personal property in possession of someone by force or fear
Section 245:	Assault with a deadly weapon
Section 261:	Rape
Section 451:	Burglary
Section 484:	Theft
Section 490.5:	Shoplifting
Section 503:	Embezzlement - fraudulent appropriation of property by a person to whom it has been entrusted
Section 518:	Extortion - obtaining property by a wrongful use of force or fear or under a color of official right

- B. With respect to all applicants for and current employees and volunteers in positions that work with or supervise minors, in addition to "A" above, a conviction of any of the following code sections shall be grounds for disqualification or termination:
1. Violations or attempted violations of Penal Code Sections 220, 261.5, 262, 273a, 273d, or 273.5, 288, or any sex offense listed in Section 290.
  2. Any crime described in the California Uniform Controlled Substances Act (Division 10 [commencing with Section 11000] of the California Health and Safety Code).
  3. Any felony or misdemeanor conviction within 10 years of the City's request for background information for a violation or attempted violation of Chapter 3 of Title 8 of the Penal Code (commencing with Section 207), Sections 211 to 215, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022, in the commission of that offense, Section 217.1, Chapter 8 of Title 8 of the Penal Code (commencing with Section 236), Chapter 9 (commencing with Section 240), and for violation of any of the offenses specified in subdivision (c) of Section 667.5.
  4. Any felony or misdemeanor conviction under Penal Code Section 311, et seq., photographic use of children relative to sexual conduct.
- C. With respect to all applicants for current employees and volunteers in positions that work with public funds or public records, in addition to "A" above, a conviction of any of the following Penal Code sections shall be grounds for disqualification or termination:

Section 115, 115.3: Use of a false or forged public record or alteration of a certified copy of a public record  
Section 424: Embezzlement and falsification of accounts  
Title 13, Chapter 4: Any violation of forgery and counterfeiting

3. Responsibility of Applicant, Employee or Volunteer - It is the responsibility of an applicant, employee, or volunteer to report any conviction or arrest pending final adjudication to the City. The information shall be included on all employment applications. Arrest pending final adjudication means an arrest for which the employee or applicant is out on bail or on his or her own recognizance pending trial, pursuant to Labor Code 432.7(a). If any convictions or arrests pending final adjudication occur while the employee or volunteer is working for the City, the employee or volunteer shall report that information to his or her supervisor who shall forward the information to the Department Head or designee and the Human Resources Director. Alternatively, the employee or volunteer may report the information directly to the Human Resources Director.

4. Procedure for Criminal Background Records Checks

- A. Criminal record checks conducted pursuant to this policy shall comply with applicable federal and state law and the following:

1. The City shall submit a completed Applicant Fingerprint Card to the Department of Justice accompanied by any other forms or information required by the Department of Justice in order to obtain the criminal background information.
2. Any information obtained from the Department of Justice shall be used to determine whether the applicant, employee or volunteer is disqualified or subject to termination pursuant to this policy.
3. The City may hire a prospective employee contingent upon the results of the criminal background information received during the employee's probationary period. Any employee, including an employee hired pending the receipt of criminal background information, will be terminated if the employee is found to have falsified or omitted criminal background information on the employee application
4. Every employee or volunteer who has been hired or promoted subsequent to the adoption of this policy, who passed the initial screening, must sign an acknowledgment that conviction of crimes listed herein or determined to be substantially similar by the City shall be grounds for disciplinary action up to and including termination.

- B. The City shall enter into a contract with the Department of Justice to obtain any subsequent conviction or arrest information concerning an employee or volunteer.

1. Any information about an existing employee's or volunteer's conviction(s) shall be reported to the Human Resources Director.
2. Upon receipt of information regarding a conviction and/or arrest pending final adjudication, the Department Head or designee, the Human

Resources Director and the City Attorney shall evaluate the effect and potential effect of the employee's or volunteer's record or arrest on his or her position of employment, fellow employees and the public and shall take appropriate action to maximize public safety and minimize potential liability while respecting the rights of the employee or volunteer.

3. If the City finds that an employee or volunteer has failed to report a conviction or arrest pending final adjudication, the appropriate disciplinary action, up to and including termination, will be taken.
5. Confidentiality - State summary criminal history information is confidential and shall not be disclosed, except to those individuals designated to make employment decisions. Persons with access to such information shall sign a form acknowledging that the information is confidential and that civil and criminal penalties, as well as dismissal from employment, may result if the confidential information is misused.

Pursuant to Penal Code Section 11077, the Attorney General is responsible for the security of Criminal Offender Record Information (CORI), and has the authority to establish regulations to assure the security of CORI from unauthorized disclosures. The following are requirements as prescribed by the State of California, Department of Justice, Bureau of Criminal Identification and Information, Field Operations and Record Security for any agency that maintains or receives criminal history information:

- A. Records Security - Any inquiries regarding the release, security or privacy of Criminal Offender Record Information (CORI) is to be resolved by the Human Resources Director or his or her designee.
- B. Record Storage - CORI shall be under lock and key and accessible only to the Department Head or his or her designee who shall be committed to protect CORI from unauthorized access, use or disclosure. Fingerprint records such as fingerprint cards, "no criminal history" notifications and CORI history shall be destroyed by shredding once a hiring decision or volunteer qualification/disqualification determination has been made.
- C. Record Dissemination - CORI shall be used only for the purpose for which it was requested by the hiring department.
- D. Record Destruction - Upon determination of employment, CORI and copies of the same shall be destroyed to the extent the identity of the person can no longer be reasonably ascertained.
- E. Record Reproduction - CORI may not be reproduced for dissemination.
- F. Training - The Department Head and employees with access to CORI are required:
  1. To read and abide by this policy.
  2. To have on file a signed copy of the Employee Statement Form for the Use of Criminal Record Information, which acknowledges an understanding of laws prohibiting misuse of CORI.

- G. Penalties - Misuse of CORI is a criminal offense. Violation of this policy regarding CORI may result in suspension, dismissal and/or criminal or civil prosecution.

**PROCEDURE:**

<b>Responsibility</b>	<b>Action</b>
Hiring or Promoting Department	1. Selects applicant and offers employment, or selects employee and offers promotion, based on successful background checking.
Human Resources Director or Designee	2. Processes fingerprints and submits to Department of Justice. 3. Makes determination based on report and informs the City Manager, City Attorney and the Department Head.
City Attorney and Department Head	4. In consultation with Human Resources Director, and only if disqualification or termination is not required by law, determines whether any mitigating circumstances exist that permits disregard of the conviction or, for an applicant for promotion, discipline less than termination.
Human Resources Director	5. If the report is acceptable or sufficient mitigating circumstances are found, continues with the hiring or promotion process. 6. Sends disqualification letter if background on applicant for hire or promotion is unacceptable. 7. If the report is not acceptable and sufficient mitigating circumstances are not found, initiates in consultation with the City Attorney and the Department Head, disciplinary action against applicant for promotion.