SERVICES AGREEMENT

MAJOR LEAGUE SOFTBALL, INC.

Adult Softball and Baseball League Management Plan

	On this _	day c	of	,	2023	3, the CI	ГҮ ОҒ	RIV	ERSIDE,	a C	aliforn	ia
charter	city and	municipal	corporation (("City"),	and	MAJOR	LEA	GUE	SOFTBA	LL,	INC.,	a
Califor	nia corpoi	ration ("Co	ntractor"), mi	utually ag	ree a	as follow	s:					

- 1. **Scope of Services**. Contractor shall furnish all labor, materials and equipment for and perform the work of Adult Softball and Baseball League Management Plan ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.
- 2. **Term.** This Agreement shall be in effect from September 1, 2023, through August 31, 2025, unless otherwise terminated pursuant to the provisions herein. The initial term of the Agreement shall be for a period of two (2) years, with the option to extend for two (2) additional two (2) year terms not to exceed six (6) years, based upon acceptable performance by the Contractor, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Contractor may negotiate and any and all price modifications.
- 3. **Compensation**. In consideration for the performance of the Services, the Contractor 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 Tax Certificate**. As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, 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. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform 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 who are eligible to be umpires, scorekeepers, and field maintenance workers. Consultant shall only utilize those eligible individuals for the performance of this Agreement.
- 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 or 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 manner whatsoever 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 <u>General Provisions</u>. 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 <u>Commercial General Liability and Automobile Insurance</u>. 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.

12. **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 days' 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 days' 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 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.
- 13. **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, military and veteran status, 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.
- 14. City's Right to Employ Other Consultants/Contractors. City reserves the right to employ other Contractors in connection with the 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.

- 15. **Conflict of Interest**. Contractor, for itself and on behalf of the individuals listed in Exhibit "C," 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, nor the individuals listed in Exhibit "C" 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.
- 16. **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, 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 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.
- 17. Prevailing Wage. If applicable, pursuant to Section 1771 of the California Labor Code, Contractors 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 available wage rates is on-line www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. Contractor is aware of and stipulates that Contractor will also comply with California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR, when applicable. Registration can be accomplished website through DIR using this link: http://www.dir.ca.gov/Public-Works/PublicWorks.html.
- 18. **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

Parks, Recreation, and Community Services

City of Riverside Attn: Ebony Perkins 3900 Main Street Riverside, CA 92522 To Contractor

Major League Softball, Inc.

Attn: David R. Johnson, President 621 East Walnut Avenue Burbank, CA 91501

- 19. **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 California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 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 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.
- 21. **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.
- 22. **Amendments**. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.
- 23. **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.
- 24. **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.
- 25. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

- 26. **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.
- 26.1 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.
- 26.2 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.
- 26.3 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.
- 27. **Exhibits**. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation	MAJOR LEAGUE SOFTBALL, INC., a California corporation
By: City Manager	By: NM-L Print Name: David R. Johnson Title: President (Signature of Board Chair, President, or Vice President)
Attest: City Clerk	By: Print Name: Catherine A. Johnson Title: Secretary-Treasurer
Certified as to Availability of Funds:	(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)
By: Lúobh for Chief Financial Officer	
Approved as to Form:	

EXHIBIT "A" SCOPE OF SERVICES

EXHIBIT A

Scope of Services

The Parks, Recreation and Community Services Department's Recreation Division will monitor the 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 Adult Softball and Baseball Program. The City reserves the right to change the schedule due to weather or facility issues. The City Adult Softball and Baseball 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. Services shall include, but are 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 contractor s' meeting.
 - c. Contractor shall offer an early online 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. 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 statics 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

Contractor. The City requires the Contractor to use SCMAF Incorporated Rules.

- 1. 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.
- m. League Director shall carry telecommunications devices including cellular phone/tablets.
- n. Business Tax: Refer to section 5 of the Sample Services Agreement provided in Exhibit B.
- o. Insurance: Refer to paragraph 11 of the Sample Services Agreement provided in Exhibit B.

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, home plates, or pitcher's mound need repair or replacement, the Contractor will be responsible for the cost. In addition to daily field maintenance, the Contractor shall provide the following to each diamond prior to the start of each game/season:

- a. Filling low spots in all infield areas.
- b. Repack bases and batter's box areas, and pitcher's mound.
- c. Drag, water and line infields no more than three (3) hours in advance of the game time.
- 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 8 hours in advance of schedule 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 the designated/approved fields.
- k. Contractor shall be required to provide up to 25 tons of mutually agreed upon infield mix at a predetermined field(s) annually. The field(s) to receive the material shall be selected by the appropriate City staff member.
- 1. 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.
- c. A detailed work program outlining tasks and time schedule for planning, implementing and evaluation of a city-wide official/scorekeeper program must be provided.
- d. 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.
- c. Use of additional fields will be allocated upon availability to accommodate a minimum of three (3) game slots per week.

EXHIBIT "B" COMPENSATION

EXHIBIT B

COMPENSATION AND PERFORMANCE REQUIREMENTS

Vendor shall provide percentages and amounts as indicated below for retainment and payment of funds obtained through fees.

In consideration for the performance of the services listed in Exhibit A, compensation shall be as follows:

Softball.

- Contractor shall pay to City the other <u>28.5</u>% of the gross receipts from team registration fees for a ten (10) week softball season.
- Contractor shall retain 71.5 % of the gross receipts from team registration fees for an eight (8) week softball season.
- Contractor shall pay to City the other <u>28.5</u>% of the gross receipts from team registration for an eight (8) week softball season.

Baseball.

• The team fee for a ten (†0) week Baseball season shall be \$_*See Below for a ten (†0)* week season and shall include the umpires, scorekeeper, computerized score keeping, ball field maintenance SCMAF Team Registration, awards, newsletter, standings and team and individual statistics.

Team fees will be reviewed annually. A cost analysis compared to local agencies will be used to determine fee increases initiated by Contractor. Annually, the City will review the need to generate from team registration. Increases in revenue generation will increase the team registration fee and will be determined by City and Contractor.

Tournaments.

- Contractor shall retain <u>84</u> % of the gross receipts from team registration fees for both softball and baseball tournaments.
- Contractor shall pay to City the other _____16 % of the gross receipts from team registration fees for tournaments.

^{*} Baseball seasons have always been conducted with 15 or 20 game schedules, not 10 weeks. See page 15 of our Proposal for registration fees and revenue split percentages.

The Contractor will be required to pay City gross receipts portion within thirty (30) days following the scheduled tournament.

The following schedule will be adhered to for each sport season:

Softball

- a) Fall League Games: September through November
 - o 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.
 - o Winter Fee Schedule Payment Due to City on or before April 15
- c) Spring League Games: April through June
 - o Spring Fee Schedule Payment Due to City on or before July 15
- d) Summer League Games: June through August
 - o Summer Fee Schedule Payment Due to City on or before October 15

Baseball

- e) Fall League Games: October through March
 - o Fall Fee Schedule Payment Due to City on or before April 15
- f) Spring League Games: April through September
 - o Spring Fee Schedule Payment Due to City on or before October 15

Contractor shall transmit with payment, a Gross Receipts Report for the League 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. All payments and the Gross Receipts Report shall be sent to the City as provided for under this Agreement.

Section 5—Proposed Compensation Options

Given the Riverside program's recent team participation volume and the scope of services required, MLS proposes the following amounts "per team" that MLS will retain from the Baseball and Softball programs. MLS proposes to provide the aforementioned Service Components (not including the aforementioned exceptions) and retain portions of the League Program Registration Fees as follows:

Baseball Program

For Fifteen (15) game Seasons: \$800.00 per team* (Beginning September 2023) For Twenty (20) game Seasons: \$995.00 per team* (Beginning September 2023)

* We propose to maintain the current fee structure of \$800.00 for 15 game seasons and \$995.00 for 20 game seasons. It is important to understand that the scope of required maintenance services on the baseball field at Reid #3 are substantially more expensive than the softball infields. We are responsible for mowing the infield and there are many more linear feet of turf borders to maintain. There is also extensive work involved with keeping the elevated pitching mound and home plate area in good repair due to the fact that baseball field users all wear metal spikes which causes much more wear and tear.

Therefore, we must propose to change MLS's Retained Portion to 80 percent and the City's to 20 percent. Given the quality and scope of maintenance services the City receives on this field we believe this is very fair. We do foresee raising the Registration Fee charged to the teams during the term of this contract and when that happens we would be willing and able to increase the City Retained Portion to 25 percent.

Softball Program

See Exhibit D–Disclosure and Performance Requirements for the revenue split percentages.

Revenue from Tournament Operations

See Exhibit D–Disclosure and Performance Requirements for the revenue split percentages.

New Team Fee Program-Updated

MLS also proposes to continue collecting and depositing a New Team Fee of \$35.00 per team (as it has since 2001) which it shall retain from new teams so as to have the funds to pay the Officials for forfeits. This revenue is held for the purpose of compensating Officials for forfeits and promoting the program and shall not be included in the Retained Portion calculations or split.

EXHIBIT "C" KEY PERSONNEL

Section 2—Proposed Staffing and Project Organization

MLS will service the City of Riverside Adult Softball Program utilizing its roster of Inland Empire Umpires, Scorekeepers and current Riverside League Directors Troy Pingol (Monday-Thursday and Ryan Shonk (Friday-Sunday). The following Administrative Staff are designated as "key personnel" for this contract:

Dave Johnson, President and C.E.O.

Johnson possesses 37 years' experience administering adult softball/baseball programs, training League Directors, Umpires, Scorekeepers and Infield Prep Service Providers. Johnson shall personally participate in all meetings and will correspond directly with the City's designees or contract monitors.

Catherine Johnson, Game Scheduling/Awards Director

Cathy Johnson possesses 36 years' experience directing adult softball programs, doing virtually aspect of the business. Cathy developed MLS's unique, proprietary game scheduling software and drafts every original schedule. She also handles all of the awards merchandise for first-place and second place teams which in recent years has become much more complicated due to the advent of "customer upgrades" for League Champions garments.

• Shannon Beardsley, General Manager

Beardsley possesses 35 years' experience with MLS as a Scorekeeper, League Director, Data Processing Specialist, Umpire Assigner and Web Hosting Specialist. She has been at her current post for thirteen (13) years and shall be responsible for assigning the Riverside Umpiring Crew as well as posting all of the original and revised game schedules, field conditions, and seasonal registration information to the Riverside sections of MLS's websites.

Eileen Randall, Data Processing Director

Randall possesses 27 years' experience with MLS as a Scorekeeper, League Director and has been at her current full time position as Data Processing Director for 23 years. Randall will be responsible for processing statistical data as well as tracking and filing all pertinent Riverside paperwork such as Hold Harmless Agreements, Accident Reports, Incident Reports, etc.

Patrick May, Field Maintenance Director

May possesses 30 years' experience in the athletic field maintenance and construction industry. May has been MLS's Project Manager and Field Superintendent since 2005. May will manage the infield preparation and the other various field maintenance task on this contract.

Anthony Lozano, Director of Officiating Operations

Lozano has been with MLS for over 15 years as an umpire, scorekeeper and League Director and has served in his current capacity for the last six (6) years. Lozano is dedicated full time to ensuring that the quality of MLS's officiating services are the gold standard in the profession. He visits fields on a nightly basis and oversees the implementation and ongoing execution of the OUS. Lozano conducts all of MLS's S.C.M.A.F. Certification Clinics and has the final say over

which umpires are placed on the MLS Roster of Umpiring Officials. Lozano also participates in decisions regarding League Direction Official assignments in conjunction with the President and Programs Manager.

MLS warrants that it will immediately communicate any change to the aforementioned "Key Personnel" to the appropriate City of Riverside liaison staff member.

Business Plan

Based upon the scope of service defined in the RFP, MLS shall provide each of the services described in Sections II.-IV. of our "Menu of Services" document (hereinafter "Menu") titled "Major League Softball—The Major League Alternative to Adult Softball Program Administration and Ball Field Maintenance". (Sections II-IV., pages 7-17 of the Menu document are attached as the "Additional Information" section.)

MLS is very cognizant of the fact that each adult softball program is unique and requires special attention. MLS has worked with the City's Recreation Division for the past 22 years and this experience has given our Administrative Staff a wealth of background and knowledge that has prepared them to meet the specific challenges that are intrinsic to the City of Riverside Adult Softball and Baseball Programs.

MLS's AS have also developed strong working relationships with City staff members in a variety of City Divisions and partners (i.e. the Parks Division, University staff at U.C.R., etc.). These relationships are critical to the smooth operation of the Adult Softball and Baseball Programs as it is often necessary to communicate effectively with these other stakeholders as well as the Recreation Division contract liaison.

MLS's Operating Methodology and Implementation Time Line

Step 1: Upon receipt of a Notice to Proceed, the MLS President will immediately request a "Commencement Meeting" with City of Riverside Recreation Division staff. Johnson and various AS members will attend this meeting and the parties shall confirm the days/evenings that men's, coed and women's league as well as the Fall/Winter Baseball season shall be offered in Riverside. The field space allocated for league play during the first season of operation shall also be verified at this time.

The date, time and location of the pre-season managers' meetings shall be selected and the start dates for the first and second seasons of operation should be established during the Commencement Meeting. (It is important that the start date of the first season of operation be set no less than 4-5 weeks from the date of the Commencement Meeting.)

Detailed notes will be taken during the Commencement Meeting to ensure that the City's preferences for residency and/or returning team status are incorporated into the "Registration Policies and Procedures" that appear on all marketing materials disseminated on paper and on the internet.

Step 2: Upon his return from the Commencement Meeting, MLS's Program Manager shall communicate all pertinent program information and policy decisions reached during the Commencement Meeting to the Web Hosting Specialist. Within 48 hours of the Commencement Meeting, the Web Hosting Specialist will post the 2023 Fall League Registration Information onto the Riverside Adult Softball Program section at www.mlsoftball.com. and the Fall/Winter Adult Baseball Program Registration Information onto the Riverside Adult Baseball Program section at www.munisports.com.

Riverside's Adult Softball and Baseball Programs have their own "Home Page" on these websites with maps to and photographs of the fields allocated for adult softball play. The Home Pages provide the days/nights and types of play offered and contains detailed descriptions of the program features provided. The website also provides dedicated pages for Riverside Team Registration, Field Conditions, Game Schedules, League Rules, Scores/Standings, Statistics and Customer Service contact information.

MLS already possesses mailing address information for past team managers in the City of Riverside Adult Softball and Baseball Programs. The Web Hosting Specialist and Programs Manager shall utilize MLS's online Mailing List and Email Newsletter Systems to reach out to local Riverside businesses in an effort to assist medium to large sized companies with providing recreational opportunities for their employees. MLS has also created robust "Facebook" pages that are extensively used to promote the programs and announce tournaments, new league registrations etc. These systems will be employed within 72 hours following the Commencement Meeting and will become ongoing components of MLS's program marketing services in Riverside. MLS is proud of its continuing success with "program building" and has developed a variety of internet tools that are integral to attracting new teams to its programs.

Step 3: The same day that the Riverside's 2023 Fall League registration information is placed on the MLS website, MLS will create professional looking, four (4) color announcement mailers to promote the upcoming 2023 Fall Leagues. The Programs Manager will utilize the mailing list information that MLS has amassed over the past 22 years to produce mailing labels and will deposit the announcement mailers addressed to every team manager at a U.S. Post Office within one (1) week of the Commencement Meeting.

Step 4: MLS significantly enhanced Riverside's Adult Softball Program by automating the seasonal team registration process. It is important that the Commencement Meeting and the steps described above take place 4-5 weeks prior to the opening day of the first season of operation to allow sufficient time to conduct the team registration process. NOTE: Some or all of this time period can occur while an ongoing season is underway. (It would be optimal if the announcement document could be handed out to currently playing teams.)

During the Team Registration time period, team managers have two (2) options to gain acceptance into the program: 1) They can select the "Register Now!" button on the Registration page at www.mlsoftball.com (Both the Baseball and Softball programs are hosted on this site now) and follow three (3) simple steps to create their Team Name, User Name and Password, provide detailed contact information for the manager and a coach, provide a Roster of players

(which can be modified later) and if they wish, pay all or a portion of the Registration Fee. Or, 2) They can contact the MLS Customer Service Desk by telephone at 951.358.2800, Ext. 2 and the Customer Service Specialist will input their registration into the online Registration System during a five (5) minute telephone conversation.

The Team Registration time period may also be used to address any field repair tasks that may be necessary at the fields allocated for adult softball play during the first season of operation. Because MLS already has League Directors (two LD's are assigned due to the seven day per week operation) and complete crews of Umpires, Scorekeepers and Infield Prep Providers in place, it will not be necessary to recruit or train "new" Crew Members. MLS will continue to assign only those service providers that meet specific standards.

Step 5: **The day after the close of the Team Registration Process**: The Programs Manager ("PM") and League Directors will work together to classify teams by ability level and form leagues consisting of 5-8 teams. The PM or his Assistant will then draft "temporary game schedules" which provide the date, time, field location and Division level for each team's first game. This day will be utilized by the PM and his Assistant to address any unresolved registration issues and to contact teams that have not registered, but could be accepted into the program.

Step 6: On the date of the Managers' Meeting, a "Managers Packet" containing temporary game schedules, team rosters (as submitted by managers online) and Riverside league rules will be provided to all managers in attendance. The meeting will be conducted by the PM and League Director. Managers will be able to review their rosters, add or delete players, discuss/vote on rule changes and make special scheduling requests. Managers' Meetings are typically scheduled to occur three (3) to six (6) days before the first day of each season and inaugural meetings usually last 30-45 minutes. City staff are always welcome to attend managers' meetings. (These meetings might be held virtually due to risk of viral infections.)

Step 7: The MLS Data Processing Director shall download Team Rosters into the MLS Computerized Scoring System **prior to the first day of play**. This task is much easier thanks to the online Team Registration System as the rosters will be immediately available via the MLS website. In fact, this task can begin during the Team Registration process because the website notifies the AS via email each time a team registers.

Step 8: **The day after the** Pre-season Managers' Meeting, the PM shall forward the temporary game schedules to the Web Hosting Specialist for posting online. The PM shall make any final adjustments based on information obtained at the Managers' Meeting or from the Customer Service Desk.

Step 9: First Week Game schedules will be posted online **the day after the meeting**. At that time, the Assigning Director will confirm game assignments with all umpiring and scorekeeping officials. The Assigning Director also prepares a "Daily" schedule of field preps to be completed in Riverside and provides it to the President for field prep assigning purposes. The President then confirms the work schedule with the Prep Providers assigned to perform Riverside field preps.

Step 10 (In-Season Services): **On opening day,** the League Director will visit the Orange County/Inland Empire Area Office to pick up computers, printers, public address systems, lineup cards, continuous form paper and City of Riverside adult softball forms such as Protest, Ejection and Accident/Incident forms.

On each day scheduled for league play, the League Director will roam every field and check to make sure that all necessary computer equipment and program related paperwork is present and functioning properly. The League Director will also verify that all assigned officials are dressed properly and arrive on time (scorers must arrive no fewer than 20 minutes prior to the first scheduled pitch and umpires no fewer than 10 minutes prior to the scheduled first pitch). The League Director will also report any problems or concerns with field conditions, program participants and/or officials to the AS for immediate handling and followup.

On each day scheduled for league play, the President or MLI Vice President will communicate with the assigned Field Prep Providers to confirm that each field prep has been completed and will be apprised of any concerns or issues with facilities such as leaking valves, damaged or missing field fixtures, hazards due to unfinished repair work, etc. The President and/or the MLI Vice President will communicate any such issues to the MLS Programs Manager and to the appropriate City staff member(s).

On no fewer than ten (10) occasions during the course of each season, the Director of Officiating Operations will make unannounced site visits to evaluate their respective Crew Members. Moreover, the League Director shall evaluate Umpiring and Scorekeeping Crew Members daily. Detailed Performance Evaluations will be inputted into MLS's Online Umpiring System (OUS) and and access to Evaluations can be made available to City Staff.

At the conclusion of play each day/evening, the League Director will forward the score and any special information for each game to the Game Score Posting Director for posting onto the website. MLS warrants that the website will contain the results of each game no more than 24 hours following the conclusion of each shift. The League Directors also send a "Daily Report" to the PM and Data Processing Director which provides a recap of the previous day/evenings events. This way, any field or facility issues or incidents that occur receive immediately attention from the AS the following morning.

Step 11: **On the final day of the season**, the League Director shall provide 15 individual awards and a "Sponsor/Team" award to the manager of the 1st-Place team in each league and an Awards Order Form to enable the team to order 15 custom championship shirts. MLS will also provide 15 individual awards to the manager of the 2nd-place team as well.

The entire AS will be available at all times to assist the League Director with adjudicating protests and disputes, or to research any incidents or events that take place while the adult softball program is conducted. The AS shall also be available to attend meetings with City staff.

Each member of the MLS Administrative Staff is available to assist program participants, monitor the operation and work with City staff on a full time basis. MLS shall provide the City with current, working contact telephone numbers and will make at least one Administrative Staff member accessible to City Staff 24 hours a day, 7 days per week.

MLS warrants that it has allocated sufficient staff and resources to manage this operation such that participants will rate it to be a high quality, professionally conducted program. MLS guarantees that it will provide the finest marketing, customer service, game scheduling, web hosting, umpiring, scorekeeping, ball field maintenance and administrative services obtainable.

Operating Philosophy

MLS has learned a great deal from its 37 years' experience operating adult programs. Working as a partner to more than 25 municipal and county agencies has also helped to shape MLS's core values and operating philosophy. Above all else, MLS understands that providing the highest caliber services at a fair price is the key to success.

MLS has experienced first hand that returning every phone call and email message promptly, listening carefully to every participant concern and complaint, taking action to address every concern/complaint and implementing objective systems that capture frequent performance evaluations all contribute to significantly higher customer service satisfaction outcomes. And, significantly higher customer service satisfaction can then be tangibly quantified in the form of greater participation numbers. Experience has also taught that impressive participation numbers can only be sustained if each and every service aspect of each Program is provided at a consistently high level over the long run. Given that MLS is about to embark on its 38^{nd} year in the profession, there can be little doubt that MLS has paid close attention to both short and long run factors.

Programmatic Goals and Objectives

Above all else, it is MLS's goal to offer a wholesome, competitive program that is primarily concerned with safety, fair play, sportsmanship and recognizes the various skill levels of participants. MLS has learned that this goal is best achieved when all allocated field space is filled to capacity.

Team classification is a key component of any adult league program because forming leagues where teams play against opponents of similar ability level makes the whole experience far better for everyone involved. This holds true for both Softball and Baseball as well as league and tournament play. Games that are competitive and close keep everyone interested and this can be achieved a higher percentage of the time when there are more teams and leagues on each given day and evening.

This "more teams equals better classification" rule has made the maximization of field space and numbers of leagues one of MLS's primary objectives each season. Toward this end, MLS utilizes the practice of distributing only the first week schedule at preseason Managers' Meetings until 48 hours after the first week's games are played such that we can make adjustments to team classification and league formations after the first week of play to ensure that teams are placed in the proper league/division. MLS believes strongly that this attention to detail makes a substantial difference.

These goals and objectives provide a number of other benefits as well. Maximized field space and team numbers also enable the Adult Softball Program to generate greater revenues. Lighted ball fields filled with adults enjoying themselves keep unsavory, unwanted activities away from City parks and enhance the quality of life for its residents and those who work in or visit the City.

Accounting Method

MLS provides a separate checking account (referred to as a "Trust Account") for each program for which Team Registration Fees are collected from participants and deposited. MLS has maintained a "Riverside Trust Account" since 2001 when its partnership with the City began. This method keeps deposits of revenue segregated from other programs and other MLS operations to avoid commingling of funds and other accounting complications. This way, all revenue collected from each program and season can be easily cross-referenced with game schedules to make revenue tracking and reconciliation very quick and simple.

MLS's accounting system for each adult softball program has been automated via its website at www.mlsoftball.com. These sites have program specific "Back Panel" features that create invoices for each team and track all payments made online via Paypal. Payments made to the League Director during registration periods can also be inputted into the system manually such that AS have up to the minute payment history information. Because game score and league standing information cannot be inputted and updated unless a team is registered in the online system, it is not possible for a team to participate in the program without being invoiced and paying the Team Registration Fee.

Teams are given several options to pay once they register their team online. If a team chooses to make a payment on the website via Paypal, there is an automatic receipt provided via email. If a team makes a payment at the preseason managers' meeting or to the League Director during the first three (3) weeks of a season, a 3-part receipt is completed such that the Manager/Payer, the League Director and the MLS Office receive a copy of the receipt. All funds collected at the preseason managers' meeting or on the fields are immediately deposited into the Riverside Trust by the League Directors and a corresponding "Money Received List" is emailed to the MLS Accounting Department in Burbank.

Contractor Qualification and Evaluation Programs

As Amateur Sports Officials, umpires and scorekeepers are independent contractors that must demonstrate that they possess a high degree of knowledge and understanding of both the SCMAF Rule Book and City of Riverside Adult Softball League Rules. All officials providing service to MLS must pass an annual "Certification Test". Umpiring Officials must show proof that they have passed the SCMAF examination by proving their name is on the SCMAF website as a certified official. Scorekeepers must pass both a written test drafted by MLS's President (the Scorekeeping Exam is propriety and will be provided upon request. MLS views it as a Trade Secret that is not to be made public) and then a practical examination on the field while scoring a game in real time.

Once an Official is certified, the League Director makes daily visits to game sites and records written evaluations on the umpires and scorekeepers each day/evening. (Copies of the Evaluation Forms are available upon request, but MLS views them as proprietary and a Trade Secret that is not to be made public.) Umpire evaluations are then submitted electronically on the MLS website such that the Umpire and the Directors of Umpire Assigning and Officiating Operations can review them online. There is also an "Umpire Leader Board" which ranks each umpire based on their average evaluation score that can be viewed by every MLS official.

Currently, scorekeeper evaluations are disseminated via email to scorekeepers. An online evaluation system for scorekeepers that is similar to the Umpire OUS is in development right and should be fully functional by December of this year.

The League Directors and Director of Officiating Operations will meet on no fewer than three (3) occasions per season in Riverside to observe the crews of Umpires and Scorekeepers together. These Directors will use a "cross-checking" method by conducting their own evaluations of Officials at the same time and location from opposite sides of the field. Upon the conclusion of each simultaneous evaluation, they shall then compare them to each other. This comparison of results ensures that MLS evaluation standards are consistently adhered to at all times.

Infield Prep Providers are required to demonstrate their knowledge and skills over a two week qualification process. MLI Vice President May assigns a set of fields to new Prep Providers each day and then inspects each field after each prep has been completed to verify that the preps have been performed properly. Vice President May requires special attention to varying drag patterns, keeping distance away from perimeter edges, proper use of water before and after dragging as well correct line marking. May also insists that Prep Providers vary the location where the screen drag is removed from the field each day. Raking out residual infield mix that is dropped when the screen drag is lifted off the infield at the end of the dragging task is also a must.

Vice President May's vast experience and knowledge enables him to recognize developing issues and flawed technique via visual inspection of a completed field prep. There are also tell-tale signs of improper technique even when viewing a field where three (3) slow pitch softball games were played. Once a prospective Prep Provider has successfully passed the qualification period, the Vice President makes multiple visits each month to make sure that all fields are prepared properly.