



# City of Santa Barbara

City Clerk's Office

[www.SantaBarbaraCA.gov](http://www.SantaBarbaraCA.gov)

735 Anacapa Street  
P.O. Box 1990  
Santa Barbara, CA  
93102-1990  
Tel.: 805.564.5309  
Fax: 805.897.2623

**DATE:** September 2, 2009

**TO:** Major League Softball, Inc.  
621 East Walnut Avenue  
Burbank, CA 91501

**ATTN:** David R. Johnson, President

**FROM:** Brenda Alcazar, CMC, Deputy City Clerk 

Enclosed for your records is a fully executed duplicate original of the following agreement between the City of Santa Barbara and the addressee listed above.

**Agreement No. 23,182**

Agreement with Major League Softball, Inc. (MLS), to perform adult softball league services.

Enclosure

c: Judith Cook McCaffrey, Recreation Programs Manager





**OPERATING SERVICES AGREEMENT NO. 23,182  
MAJOR LEAGUE SOFTBALL, INC.**

This Operating Services "Agreement" made the 2nd day of September, 2009, by and between the CITY OF SANTA BARBARA, a municipal corporation, hereinafter referred to as CITY, and MAJOR LEAGUE SOFTBALL, INC., a California corporation hereinafter referred to as PROVIDER.

**WITNESSETH:**

In consideration of these mutual covenants and conditions, CITY exclusively retains PROVIDER to organize and manage the City of Santa Barbara Parks and Recreation Adult Softball Program and to do the things necessary to provide the services, and to make payment to CITY, in accordance to the terms contained herein.

**I. DEFINITIONS**

A. For the purpose of this Agreement, the following words and phrases are defined and shall be construed as hereinafter set out:

1. CITY: The City of Santa Barbara, acting by and through its City Council.
2. PROVIDER: The Corporation with whom CITY enters into this Agreement and the person(s) who conduct the program in accordance with the terms of this Agreement. All employees and agents of the PROVIDER are subject to the terms of this Agreement.
3. STAFF: The City Administrator, Parks and Recreation Director, or their authorized representative(s), acting as agents of CITY.
4. SCOPE OF SERVICES: The services to be provided by PROVIDER, and the responsibilities of PROVIDER, shall be limited to the following functions to be provided in accordance with the scope of work attached hereto as Attachment 1:
  - A. Program Administration
  - B. Officiating Services
  - C. Scorekeeping Services

- D. Awards
- E. Field Maintenance/Preparation in accordance with Attachment 5

5. LEAGUE DIRECTOR: The individual assigned by PROVIDER to provide daily supervision.

6. SOFTBALL FIELDS: The terms "softball fields" and "fields" as used in this Agreement shall mean only the in-play areas of the subject ball fields, and specifically shall not include any out-of-play areas, bleachers, buildings or structures of any kind, sidewalks, streets, driveways, parking areas, playground or school yard areas.

## II. FINANCIAL CONSIDERATIONS

A. As part of the services to be provided hereunder, PROVIDER shall collect on behalf of CITY all team registration fees for the baseball and softball programs. As consideration for its services under this Agreement, PROVIDER shall be entitled to retain receipts from team registration, forfeit fees for softball teams, and field preparation for practice and tournaments scheduled through City in accordance with the compensation schedule (Attachment 2).

Payments of the City share of team registration and forfeit fees shall be made by PROVIDER to CITY in accordance with the payment schedule provided in Section IV. B. 9 below. PROVIDER shall administer the registration system including, but not limited to registrations, collecting of fees, providing a receipt and keeping of an accounting procedure acceptable to CITY.

## III. TERM

Term of this Agreement shall be for a period of two (2) years, beginning July 1, 2008 and expiring June 30, 2010 unless earlier terminated in accordance with other provisions of this Agreement.

## IV. OPERATING RESPONSIBILITIES

### A. GENERAL

1. Employees: PROVIDER shall provide such employees or independent contractors (collectively referred to as "employees") as may be required to render good service, to the satisfaction of STAFF. Such persons shall be satisfactory to STAFF as to their personal conduct, honesty, courtesy, health, personal appearance and willingness to cooperate with CITY employees. In the event an employee is not satisfactory, as herein defined, STAFF may furnish a written directive to PROVIDER to correct the cause of said dissatisfaction. If PROVIDER does not correct said problem to the satisfaction of CITY within 30 days after said written directive is received, STAFF may furnish a subsequent written notice to PROVIDER requiring that said employee be excluded from providing further services to CITY.

2. Operation. PROVIDER shall provide general supervision of softball fields including the enforcement of safety practices and regulations during periods the softball fields are in use in connection with the operation of the City of Santa Barbara Adult Softball Program (in accordance with published game schedules as submitted to and approved by CITY). PROVIDER shall exercise the right to exclude persons from using the fields who do not abide by established rules.

3. Conduct: PROVIDER shall at all times perform its services in a quiet and orderly manner to the satisfaction of STAFF.

4. Disorderly Persons: In its performance of this Agreement, PROVIDER shall comply with and enforce the terms of the City of Santa Barbara Code of Conduct attached hereto as Attachment 3. PROVIDER shall use its reasonable efforts to prohibit intoxicated persons, profane or indecent language, or boisterous or loud conduct in or about the softball fields and will call upon the aid of peace officers to assist in maintaining peaceful conditions.

5. Permits and Licenses: PROVIDER shall be required to obtain at his sole expense any and all permits or licenses that may be required in connection with PROVIDER's subject operation including, but not limited to tax permits, business licenses and health permits.

6. Signs and Advertisements: No signs of any kind shall be displayed unless approved by STAFF, who may require removal or refurbishment of any sign previously approved. PROVIDER shall not permit vendors to display wares unless written permission is secured from STAFF and such permission shall be subject to revocation at any time.

7. Sponsorship: Notwithstanding that PROVIDER is providing to CITY the operating services contemplated in this Agreement, it is acknowledged that the City of Santa Barbara Adult Softball programs are sponsored by CITY, and that PROVIDER is not a sponsor or co-sponsor of said Programs.

## B. ADMINISTRATION

1. League Director: The LEAGUE DIRECTOR shall oversee the program on a day-to-day basis. The League Director shall be an experienced umpire/scorekeeper who will work to serve the needs of both City and program participants.

2. League Coordination: The dates designated for and the duration of each league, registration procedures and the number of games offered will be determined by and within the sole discretion of CITY. PROVIDER shall schedule adult softball league play according to facility schedules as determined by and within the sole discretion of CITY.

3. Marketing: PROVIDER shall at all times use its reasonable best efforts to provide for the best possible program promotion, consistent with the marketing services generally offered by persons engaged in providing services similar to those required of PROVIDER under this Agreement. Services

shall include, but may not be limited to, press releases, program flyers, copy for the City Brochure, letters and forms, mailing lists and a phone "hot line". All such marketing materials and forms must be submitted to CITY by established deadline. CITY'S written approval shall be obtained before such materials are distributed.

4. Pre-Season Services: PROVIDER shall arrange with STAFF mutually agreeable dates, times, and a Santa Barbara location for team registration. PROVIDER shall collect and deposit league fees into a separate "Santa Barbara" checking account. PROVIDER shall be responsible for team classification and league formation resulting in the most balanced and equitable competition possible. PROVIDER shall be responsible for preparing, printing and distributing of game schedules. Copies of game schedules shall be provided to CITY prior to the start of each season. Changes to game schedules will be provided to CITY within three (3) days after their occurrence.

5. Sign In Sheets: PROVIDER shall provide sign-in sheets with hold harmless/release/assumption of risk provisions (Attachment 4) and ensure that each player signs the Release. Any player failing or refusing to sign the Release shall not be permitted to play by PROVIDER.

6. Manager's Meeting: PROVIDER shall organize and supervise each pre-season manager's meeting. This meeting will include distribution of league rules.

7. Southern California Municipal Athletic Federation (SCMAF): PROVIDER shall complete all SCMAF team registration paperwork for those teams that choose to pay the prevailing registration fee, as required by SCMAF, and pay such registration fees to SCMAF within thirty (30) days of the first scheduled day of the season.

8. Player's Medical Benefit Fund: PROVIDER shall collect and deposit the optional PMBF fee for each team that pays it.

9. Method of Payment: PROVIDER shall pay to CITY compensation from team registration and forfeit fees in accordance with the following schedule (with payment due on the specified date following the start of the subject League):

Winter League	-	on or before April 15
Spring League	-	on or before July 15
Summer League	-	on or before October 15
Fall League	-	on or before January 15

PROVIDER shall transmit with payment, a Gross Receipts Report for the season for which payment is submitted. STAFF shall provide a form for this purpose, and the completed form shall include a statement of the gross receipts by source of sales, and such other information as STAFF may require.

The payment shall be addressed to:

City of Santa Barbara  
Attention: Parks and Recreation Business Manager  
P.O. Box 1990  
Santa Barbara, California 93102

In the event PROVIDER fails to submit payment by the date due, an additional ten percent (10%) of the amount due will be charged for each month, or fraction thereof, that the payment is due. This charge is intended to compensate CITY for additional accounting and administrative costs.

### **C. SERVICES**

1. Officiating Services: PROVIDER shall recruit, train, supervise and evaluate softball and baseball umpires. PROVIDER shall schedule and assign the approved number of SCMAF certified umpires to all games.

2. Scorekeeping Services: PROVIDER shall recruit, train, supervise and evaluate all scorekeepers. PROVIDER shall schedule and assign league scorekeepers to all games. PROVIDER shall provide computerized scoring of all league softball and baseball games and generate and provide to teams reports at the conclusion of each game.

3. Equipment: PROVIDER shall provide all essential game equipment, including, but not necessarily limited to: one (1) new and one (1) good used SCMAF approved softball for each game, certified home plate extensions on each field, and Hollywood Impact or similar City approved quality bases for each field.

4. Field Maintenance: PROVIDER shall perform maintenance services in accordance with of the PROVIDER'S written proposal titled "MLS Standard Softball Diamond Maintenance System" (Attachment 5). Each term and condition set forth in Attachment 5 shall apply and are incorporated in this Agreement by reference.

5. Awards: PROVIDER shall provide individual awards for first and second place teams. Awards shall consist of shirts, sweatshirts or similar items as approved by City. Awards shall also be provided for statistical leaders in up to three (3) categories in each league at the end of each season.

### **V. SOFTBALL FIELD IMPROVEMENTS**

A. CITY may contract with PROVIDER to make additional softball field improvements. 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.

### **VI. LIABILITY AND INSURANCE**

A. Hold Harmless:

1. CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteer (individually and collectively, "Indemnitees") shall have no liability to PROVIDER or any other person for, and PROVIDER shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise to the extent occurring as a result of or allegedly caused by the negligent, willful or unlawful acts or omissions of PROVIDER, its agents, officers, directors or employees, committed in performing any of the services under this Agreement.

2. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which PROVIDER has agreed to indemnify Indemnities as provided above, PROVIDER, upon notice from CITY, shall defend Indemnitees at PROVIDER'S expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of the Agreement.

3. The provisions of this section do not apply to Claims to the extent occurring as a result of the City's sole negligence or willful acts or omissions.

B. Public Liability and Property Damage: PROVIDER shall file with CITY two copies of a certificate of combined single limit public liability and property damage insurance in the amount of \$1,000,000.00 and which meets the following requirements:

1. Insurance is to be placed with an insurance carrier licensed to do business in the State of California, with an A.M. Best Rating of no less than A-:VII.

2. No "Deductible" clause larger than \$250.00 per claim is permitted.

3. Provides coverage for "all operations of the insured pursuant to the Operating Services Agreement", and contains a description of the work performed by the insured.

4. All signatures must be handwritten on any policy, certificate or endorsement; rubber stamp signatures are not acceptable.

5. The City of Santa Barbara shall be provided an endorsement to PROVIDER'S Liability Insurance, naming the City as additional insured as respects to all operations of the insured with such coverage to be primary to "CITY's" coverage (but only in the event of PROVIDER'S sole negligence).

6. Said endorsement per Item "4" above shall contain a cancellation clause, reading in substance as the following notice:

"It is agreed that this policy shall not be canceled, nor the amounts of coverage provided herein reduced, without thirty (30) days prior notice of such cancellation or reduction to CITY."

7. No policy shall be acceptable unless first approved by the City Risk Manager and Attorney. All policies, certificates and endorsements shall be sent in duplicate to the City Clerk's Office. The Agreement shall not be executed by CITY until said insurance is received and approved.

C. Worker's Compensation: PROVIDER shall at all times during the term of the Agreement subscribe to and comply with the Worker's Compensation Laws of the State of California and pay such premiums as may be required thereunder, and hold CITY harmless from any and all liability arising from or under such act. Prior to any operations being performed under this Agreement, and at such other times as may be requested, it shall furnish a copy of the official certificate of receipt, showing payments herein above referred to.

D. Safety: With respect to the services being furnished by PROVIDER under this Agreement, PROVIDER shall correct safety deficiencies and violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents occurring on the softball fields. In the event of injury to a patron or customer, PROVIDER shall ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, it shall submit a "Parks and Recreation Department Participant Injury Report" form.

## VII. DEFAULT AND CANCELLATION

In the event PROVIDER defaults in the performance of any of the terms or conditions of the Agreement, or fails to conform to the rules and regulations or any of the directions or instructions that may be properly made by CITY in the exercise of its powers, or fails neglects, or refuses to pay the CITY'S monies or any part thereof within thirty (30) days after the same shall become due, or becomes unable through personal incapacity to fulfill his obligations under the Agreement or defaults in the performance of any of the other terms or provisions therein required, CITY shall have the following options without further notice or authorization from PROVIDER, and its choice of any option shall in no way waive its rights to select any other option at any time:

A. If the PROVIDER does not cure said default thirty (30) days after written notice of default (forthwith for a default involving sanitary safety conditions) or make reasonable progress to cure said default, CITY may terminate the Agreement, assume the operation, and exclude PROVIDER and/or

B. CITY may retain any of PROVIDER'S money on deposit and any of PROVIDER'S property on the softball fields and apply same to the payment of any and all claims which may be due CITY, and/or

C. CITY may recover at law any and all claims which may be due CITY; and/or

D. CITY may perform such work as it deems necessary to cure said default and charge PROVIDER for the full cost of labor and materials expended, plus thirty percent (30%) of said cost for administrative overhead. STAFF may exercise this option immediately in the event of a default involving cleanliness provisions or safety provisions of the Agreement. STAFF may exercise this option within ten (10) days after giving PROVIDER written notice of a default involving maintenance provisions of this Agreement.

E. In the event of abandonment or other inability of PROVIDER to conduct the services required herein, CITY shall have the right to take immediate possession of all operations.

The acceptance of all or part of a payment by CITY for any period after a default shall not be deemed a waiver of any of these options, nor a waiver of the default or any subsequent default of the same or any other terms, covenant and condition. Any waiver by CITY of a default on the part of the PROVIDER shall not be construed as, or constitute a waiver of, any subsequent default of the same or any other term, covenant and condition.

In the event CITY defaults in the performance of any of the terms or conditions of the Agreement, and if a written notice of such default is issued to CITY by PROVIDER by registered mail, and if CITY does not cure said default within thirty (30) days of receipt of said notice as evidenced by return receipt of registered mail, then PROVIDER may immediately terminate the Agreement and recover at law any and all claims which may be due. However, if PROVIDER fails to notify CITY of its default within sixty (60) days after learning of its occurrence, then it has automatically waived any all of its rights occurring hereunder.

### **VIII. ASSIGNMENT, BANKRUPTCY**

A. PROVIDER shall not transfer, assign or in any manner convey any of the rights or privileges therein granted without the written consent of CITY. Neither the Agreement nor the rights therein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. In the event of insolvency or bankruptcy, either voluntary or involuntary, CITY, at its option, may terminate and cancel this Agreement, in which event all rights of PROVIDER herein shall cease immediately and possession of the softball fields shall be delivered to CITY.

### **IX. BUSINESS RECORDS**

A. PROVIDER shall be required to maintain a method of accounting of all receipts in connection with the performance of its services hereunder which shall correctly and accurately reflect the gross receipts received by PROVIDER relating to this Agreement. The method of accounting, including bank accounts established for operations under this Agreement, shall be separate from the accounting system used for any other business operation of PROVIDER. Such method shall include the

keeping of the following documents:

1. Any accounting records that CITY in its sole discretion deems necessary for proper reporting of receipts.
2. A log showing the number of teams registered in each league. This log is to be considered an accounting record.

B. All such documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the terms of the Agreement and for a reasonable period, not to exceed one year, thereafter. In addition, CITY may, from time to time, conduct an audit and re-audit of the books and business conducted by PROVIDER, and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross receipts made by PROVIDER to CITY shall be found to be less than the amount of gross receipts disclosed by such audit and observation, PROVIDER shall pay CITY within thirty (30) days after billing any additional amounts disclosed by such audit. If discrepancy exceeds two (2%) and no reasonable explanation is given for such discrepancy, PROVIDER shall also pay the cost of the audit. The PROVIDER understands that an annual audit by the CITY will be conducted and PROVIDER agrees to cooperate fully with the CITY during each audit. All information obtained in connection with CITY'S inspections of records or audits shall be received and maintained in confidence and shall not be disclosed to anyone not directly connected with the official business of CITY, to the extent permitted by law.

## **X. REGULATIONS, INSPECTION AND DIRECTIVES**

A. City Rules: PROVIDER and its employees shall at all times abide by all Rules and Regulations heretofore adopted or that may hereafter be adopted by CITY and cooperate fully with CITY employees in the performance of their duties.

B. Laws and Ordinances: PROVIDER shall conduct its business in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the City, County, State and Federal government.

C. Permissions: Any permission required by the Agreement shall be secured in writing by PROVIDER from CITY and any errors or omissions there from shall not relieve PROVIDER of its obligations to faithfully perform the conditions therein, and without regard to any other basis prohibited by law. PROVIDER shall immediately comply with any written request or order submitted to it by CITY or STAFF.

D. Right of Inspection: CITY and STAFF, their authorized representatives, agents and employees shall have the right to enter upon the subject softball and baseball fields at any and all reasonable times for the purpose of inspection and observation of PROVIDER'S operations. During these inspections, they shall have the right to utilize photographic devices and other instruments for recording conditions and events taking place upon the subject ball fields. Said inspections may be made by persons identified to PROVIDER as City employees, or may be made by independent contractors

engaged by CITY.

E. Standard of Performance: PROVIDER represents and warrants that it has the qualifications and experience necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. PROVIDER shall at all times faithfully, competently and to the best of its ability, experience and talent perform all services described herein. In meeting its obligations under this Agreement, PROVIDER shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of PROVIDER under this Agreement.

F. Nondiscrimination: PROVIDER shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement and shall comply with the provisions of the State Fair Employment Practices Act; the Federal Civil Rights Act of 1964, and all amendments; all administrative rules and regulations issued pursuant to such acts. In addition, PROVIDER agrees to comply with Nondiscrimination Certificate attached hereto as Attachment 7, marked S.B.M.C. 9.126.020, and incorporated herein by reference.

G. Unauthorized Aliens: PROVIDER hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should PROVIDER so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, PROVIDER hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY in connection therewith.

H. Severability: In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the remainder of the provisions of this Agreement shall continue in full force without impairment.

I. Integration: This Agreement constitutes the entire Agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both parties hereto.

## **XI. AGREEMENT IN TRIPLICATE**

This Agreement is executed in triplicate, each copy of which shall be deemed as an original.

IN WITNESS WHEREOF, CITY has by order of its City Council caused this Agreement to be subscribed by the Parks and Recreation Director of the City of Santa Barbara and attested by the City Clerk thereof, and PROVIDER has executed the same, the day and year hereinabove written.

CITY OF SANTA BARBARA

MAJOR LEAGUE SOFTBALL, INC.

*Nancy L. Rapp*  
Nancy L. Rapp  
Parks and Recreation Director

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

ATTEST:

Phone: 818-559-8787 ext. 5  
E-Mail: dj-mls@pacbell.net

*Cynthia M. Rodriguez*  
for Cynthia M. Rodriguez, CMC  
City Clerk Services Manager

APPROVED AS TO FORM:  
Stephen P. Wiley  
City Attorney

By *N. Scott Vincent*  
N. Scott Vincent  
Assistant City Attorney

APPROVED AS TO CONTENT:  
*Judith Cook McCaffrey*  
Judith Cook McCaffrey  
Recreation Programs Manager

BUSINESS TAX COMPLIANCE:  
Certificate No. 57129

By *B. Monser*

**City of Santa Barbara Parks and Recreation Department  
Adult Softball Contract Scope of Services for  
Major League Softball, Inc.**

**A. General Requirments**

1. Provide detailed quarterly and annual expenditure/revenue budget reports, and an annual program report.
2. Provide quarterly and annual participant and team statistics.
3. Provide team rosters for each league including manager's name, address, and phone at the end of each league.
4. Coordinate and invoice Santa Barbara School District and Santa Barbara City College for field preparation services.

**B. Program Requirments**

1. Administer, plan, coordinate and implement community softball programs for adults that, at a minimum, includes spring and fall leagues for men's, women's, fast pitch and co-ed.
2. Determine and provide additional types of softball programs to meet community needs and interests, as field schedules and resources allow.
3. Set league fees, register teams and collect fees.
4. Develop and implement policies, rules and regulations consistent with standards of the industry to operate safe, fair and effective softball leagues.
5. Set and distribute league schedules for games and playoffs.
6. Conduct manager's meetings and correspond with managers/players to resolve complaints, disputes or protests.
7. Determine team skill ratings for league seeding purposes.
8. Provide general supervision of softball fields including the enforcement of safety practices and regulations during periods the softball fields are in use in connection with co-sponsored softball programs.
9. Provide all scorekeeping and officiating services including recruiting, training, supervision and evaluation.
10. Conduct league play according to SCMAF rules.
11. Provide game statistics to teams on player's performance and league standings weekly.
12. Provide cancellation notice for rain-outs and reschedules to managers in a timely manner.
13. Provide individual and team awards.
14. Provide incident and injury reports to City.

**C. Tournament Requirments**

1. Provide field prep for tournaments scheduled and paid for by the City.
2. Schedule tournaments and pay appropriate reservation fees to the City.
3. Tournament requests will be provided on a first come, first serve basis with other requesting applicants.

**D. Facility Use**

1. Provide schedule and permit applications annually for league games facility use and field preparation, as specified in contract for Cabrillo, Dwight Murphy, Pershing 1 and 2 softball fields.
2. Dates for the league seasons are:
  - Fall  
September – December
  - Winter  
January - March
  - Spring  
March – June
  - Summer  
June - September
3. Releases reserved fields for City reservations that will not be utilized in a league season at the start of league.
4. Follow and enforce City facility use policies and procedures, and Municipal code.
5. Coordinate and invoice Santa Barbara School District and Santa Barbara City College for field preparation services.
6. Participate in Santa Barbara City College Joint Use Pershing Park sub-committee meetings.
7. With a minimum one month notice, coordinate league schedule changes for outfield maintenance and special events.

**E. Facility Maintenance, Lights, and Equipment**

1. Subject to City specifications, provide equipment and labor for infield maintenance and field preparation for games, including dragging, watering, lining fields, and placement of bases; and, cleaning dugouts. Failure to maintain fields to specifications will result in Contractor being billed for City services to perform necessary maintenance.
2. With written City approval, make field improvements advantageous or necessary for the protection of public property or for the safety of softball program participants or spectators.
3. Provides equipment including breakaway bases, home plate extensions, plugs, balls, cones, Diamond Dry, Dolomark, awards, and other equipment and supplies necessary to run a safe quality softball league.
4. Provides basic first aid equipment at each City adult softball fields.
5. Pays City for field lighting costs as specified in the contract.
6. Comply with standard OSHA lock out/tag out procedures and practices.
7. Activates field lights when needed, insures all lights are shut down no later than 10:15pm.

**F. Promotion**

1. Provides marketing and promotion to insure successful softball programs.
2. Provides league and registration information to City for promotion in department publications.
3. Display the Parks and Recreation Department logo on printed materials.

**City of Santa Barbara  
Parks and Recreation Department**

**Major League Softball/ City  
Compensation Schedule**

<u>Service</u>	<u>Program Fee</u>	<u>MLS compensation</u>	<u>City compensation</u>
12 week league	\$450	\$325	\$125
9 week league	\$385	\$285	\$100
Tournament or practice field preparation per field	\$33	\$33	\$0
Trash pick up and graffiti removal per day per field (on as needed basis)	\$10	\$10	\$0

City of Santa Barbara  
Parks and Recreation Department  
Code of Conduct

The benefits of Parks and Recreation Programs are numerous. Recreation is essential to personal health. Participation in parks and recreation programs enhances the quality of life and can build strong families and healthy communities.

In order to ensure the quality and enjoyment of parks and recreation programs and to promote a safe and positive atmosphere for the programs, all participants, staff, parents and persons involved with the programs (i.e. spectators, coaches, volunteers, etc.) shall abide by the following Code of Conduct:

1. All persons shall act with respect towards other persons, their privacy and safety.
2. Physical or verbal abuse of any kind will not be tolerated.
3. All persons shall act with respect towards public and private property and equipment.
4. Program rules and regulations shall be observed at all times.

Any City representative responsible for officiating, supervising or otherwise operating a parks and recreation program shall have authority to enforce the terms of this Code, as authorized by the Director of Parks and Recreation, empowered by Municipal Code Section 15.16.220. Failure of any person to abide by this Code of Conduct will result in disciplinary action, including (but not limited to): 1) removal from the program area, 2) restriction on program participation and 3) suspension or expulsion from the program. Minors, under the age of 18, are required to have a parent or legal guardian sign the registration form.

No refund of fees shall be given for any suspension or expulsion from a program for violating the Code of Conduct. The Parks and Recreation Director shall review any expulsion or suspension longer than three days. Appeals of any suspension or expulsion shall be filed, in writing, with the Parks and Recreation Director within seven (7) days of action. Decision of Director is final.

Adopted 3/99



# MAJOR LEAGUE SOFTBALL

## IV BALL FIELD MAINTENANCE SERVICES

Before, during and after each softball season, MLS will provide the following services:

### The MLS Standard Ball Diamond Maintenance System (SBDMS)

The MLS Field Maintenance Division is managed by MLS's Director of Maintenance Operations (hereafter "DFM"). The DFM has integrated his own innovative ideas along with proven maintenance techniques to create a comprehensive maintenance system that renders ball field conditions that have proven both safe and enjoyable for program participants.

The most remarkable benefit of the MLS Standard Ball Diamond Maintenance System (SBDMS) is that it affords program administrators the opportunity to resume league play immediately after inclement weather. The SBDMS eliminates the need to wait multiple days for ball fields to dry after a heavy rain; this feature has significantly reduced the number of rained-out games and the resulting rescheduling burden. MLS warrants that the SBDMS will enable it to schedule and complete four (4) softball seasons per year, regardless of the amount of rainfall.

By their very nature, every softball field has a unique set of conditions that requires special attention. Therefore, the Major League Softball SBDMS



consists of two distinct components: Periodic Repair Services and the Infield Treatment Program.

### Periodic Field Repair Services

To the extent that adult softball play impacts the fields allocated for league use, the following repair services will be performed on each field programmed for adult softball:

- 1) Survey the traction (infield) area each season to evaluate the existing grade and decide which equipment and grading method should be employed to bring the infield(s) to the proper grade. See Paragraph #3 below for specific details regarding grading equipment and methods.
- 2) After surveying the traction area of each infield, obtain and provide whatever amount of traction material ("Angel Mix", decomposed granite, etc.) is necessary to build up the infield(s) that have suffered significant material displacement — if additional traction material is needed to create a level grade. It must be clearly understood that the SBDMS traction material replacement feature is limited to replacing only those quantities of material that have been lost or displaced due to adult softball use. The SBDMS will not include replacement of traction material when such material loss or displacement is caused by weather and/or athletic uses such as baseball, youth softball, soccer, school programming or any field uses other than adult softball.
- 3) On three (3) occasions per year, grade the traction area of each infield using a skip loader and "Gannon" grading box. Traction material will be added where necessary during the grading process. Traction material purchases will be prorated such that MLS will pay for traction material only to the the extent of the SBDMS material replacement feature defined in Paragraph 2 above and the City will pay for the portion of each traction material purchase that is needed due to non-adult softball uses and/or weather. To ensure optimal drainage, safety and playability on each infield allocated for adult softball league play, MLS strongly recommends that each infield is laser leveled on one (1) occasion per year. MLS will invoice the City the sum of \$500.00 per infield after rendering laser leveling services.

# THE MAJOR LEAGUE ALTERNATIVE

- 4) On a seasonal basis, survey the outfield (sodded) area to determine which areas are worn or damaged due to adult softball use. When necessary, obtain and provide whatever type of sod that is currently used as outfield turf (i.e. bermuda, perennial rye, etc.) MLS will supply enough sod to completely fill those areas which are heavily impacted by softball league play. MLS will use proper sod cutting equipment to remove damaged, worn or diseased sod and replace it with new, healthy lengths. During the planting process, MLS will add all necessary amendments (recipe to be mutually agreed upon between the appropriate City staff member(s) and the DFM) to ensure proper mending and growth. It must be clearly understood that this SBDMS sod replacement feature is limited to damage or wear that is specifically caused by adult softball use only. Worn or damaged areas of a softball outfield or perimeter border that have been caused by other activities or athletic uses such as youth softball, baseball, soccer, rugby or football will not be considered part of the outfield area that will be repaired by the SBDMS.
- 5) Measure the distances from home plate, between base anchors, and to the pitcher's plate (rubber) to ensure that they fall within the specifications set forth in the SCMAF rule book. At this time, all base anchors, home plates and pitchers' plates will be thoroughly checked for excessive wear or defects; and a written status report may be submitted to the appropriate city staff member(s).
- 6) Using a light meter, MLS will test the candle foot power (lux) for each infield and outfield. In the event that an existing candle foot reading does not comply with the State of California's minimum standard for ball field use, a written diagram illustrating the location and quantity of each reading will be provided to the appropriate city staff member(s).
- 7) When necessary, the perimeter border edge (the line where infield traction material meets outfield turf) will receive special attention to eliminate any berm or ridge that develops from frequent use.

MLS will dethatch, scalp and water blast the perimeter edge such that it will remain free of infield mix buildup. It must be clearly understood that this infield perimeter border repair feature is limited to repair of damage caused by adult softball use only. The SBDMS will not provide repair of perimeter border edges when such repairs are caused by weather and/or athletic uses such as baseball, youth softball, soccer, school programming or any field uses other than adult softball.

NOTE: MLS will evaluate the existing conditions on each softball field allocated for adult league use prior to commencement of a contract. If the existing conditions on each softball field do not meet industry standards then MLS will prepare a written estimate of proposed renovation services with MLS's customary charges for such services. In such situations, the City agrees to either accept MLS's proposal and pay MLS to renovate said softball fields or the City will bear the responsibility for bringing said fields up to industry standards for safety and playability.

Periodic Repair Services are provided to ensure that all playing surfaces are kept available for program use. It is mutually understood that the City has its own, separate parks maintenance staff and/or parks maintenance program. The SBDMS is **not** a parks maintenance program and is not intended to alleviate the City's park maintenance responsibilities.

## Infield Treatment Program

After necessary Periodic Repair Services have been completed, each softball field will be ready for the opening day of each season. Beginning on opening day, MLS's Field Maintenance staff will perform an Infield Treatment on each field scheduled for league play.

The Infield Treatment Program takes into account that specific locations (referred to as "high-impact areas") on each softball diamond endure heavy use

# MAJOR LEAGUE SOFTBALL

and thus require special attention. High-impact areas such as batter's boxes, catcher's and umpire's places behind home plate, the pitcher's mound, the base paths, and the sliding areas around the base anchors will receive additional watering and scarifying on a daily basis. A Daily Infield Treatment consists of the following steps that are performed each day that a field is scheduled for league play:

- 1) Large quantities of displaced material from high-impact areas will be back-filled using the front scoop of a John Deere 1200 ball field conditioner and/or a landscape rake.
- 2) The entire traction area will be watered, with additional quantities applied to high-impact areas.
- 3) As needed, the entire traction area will be scarified using a variety of depth settings, depending on the existing condition of the field. MLS staff uses scarifiers that come as standard attachments on John Deere 1200 ball field conditioners. The JD 1200 scarifier is 54 inches wide and can be set to depths ranging from one to six inches. Extra care will be exercised when scarifying next to perimeter edges, base anchors, home plates, pitcher's plates, backstops and chain link fencing. (Experience has shown that this process renders a consistent infield texture that significantly reduces the number of injuries related to bad bounces and sliding on hard or unlevel surfaces.)
- 4) The JD 1200 grading/leveling attachment and a "screen" drag will then be employed to evenly distribute traction material over the entire traction area surface of the infield leaving a smooth surface.
- 5) Finally, the field shall be lined as prescribed by the SCMAF rule book. Using a batter's box template and string, MLS staff will set down the batter's boxes, foul lines, coaches' boxes, first base running line, and on-deck circles. Appropriate city staff member(s) will be consulted, so that MLS will use only field marking

materials that have been approved by the City.

While the SBDMS is comprehensive, it **does not include** the following landscape and parks maintenance tasks: seeding, aeration, fertilization, mowing, border edging or trimming, watering of outfield areas, irrigation system repair, or infield mix replacement that becomes necessary due to weather or uses other than adult softball. However, the MLS Field Maintenance Division is capable of providing maintenance services well beyond the scope of the Standard Ball Diamond Maintenance System. If such maintenance services are desired, MLS is willing to negotiate a separate contract to provide additional maintenance services.

## City Responsibilities

The City agrees to maintain in safe condition all park fixtures such as: poles, light fixtures, light bulbs, bleachers/seating apparatus, playground equipment, chainlink fencing (including but not limited to "dugout", "backstop", "out of play" and "outfield/home run" fences), base anchors, home plates and pitcher's rubbers. MLS will not be held responsible to defend or indemnify the City against any claims for personal injury, death or property damage that in any way arise from or relate to (i) the condition of said park fixtures, or (ii) the design and/or construction of park facilities allocated by the City for adult softball play, regardless of whether such claims involve program participants, program spectators or members of the general public.

The City agrees to defend and indemnify MLS against all claims and liabilities arising out of or in any way relating to (i) the condition of the aforesaid park fixtures or , (ii) the design and/or construction of park facilities allocated by the City for adult softball play, regardless of whether such claims involve program participants, program spectators or members of the general public.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/04/2008

**PRODUCER**  
 LICENSE #OE67789 FOR SERVICE CALL (817) 738-8899  
 BENE-MARC ATHLETIC INSURANCE AGENCY  
 6301 SOUTHWEST BLVD, STE 101  
 FORT WORTH, TEXAS 76132-1063

**INSURED**  
 MAJOR LEAGUE SOFTBALL, INC.  
 621 E WALNUT AVE  
 BURBANK CA 91501

**THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Employers Fire Insurance Company	20648
INSURER B:	Employers Fire Insurance Company	20648
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Participant Legal Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CP00355-00	12/11/2008	12/11/2009	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000. MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 1,000,000. \$								
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CP00355-00	12/11/2008	12/11/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
B	OTHER CRIME-EMPLOYEE DISHONESTY	CR00023-00	12/11/2008	12/11/2009	\$50,000. LIMIT/\$1,500 DEDUCTIBLE								

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is named as Add'l Insured as respects to the operations of the Named Insured.

Certificate Holder is named as Additional Insured per attached form CG 20 10 10 01. \*10 Days Notice of Cancellation for Non-Payment of Premium.

### CERTIFICATE HOLDER

Cert #: 7797-20298-77420  
 CITY OF SANTA BARBARA  
 PARKS AND RECREATION BUSINESS MGR  
 PO BOX 1990  
 SANTA BARBARA CA 93102

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*Shawn A. Mastbrook*



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:** All Managers or Lessors or Premises  
CITY OF SAN BARBARA  
ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.