# 2024 Junior Giants League Agreement

### 1. Introduction

<u>Please note:</u> You must initial each policy before moving on to the next page. If you have any questions or issues on specific policies in this agreement, please contact your Junior Giants Coordinator/Manager as soon as possible.

If you need to complete the survey in multiple sittings, click "Save and continue later" at the top of the page.

Thank you in advance for your time!

1. League

Reedley

2. Your organization's full name (to be listed online/printed on fliers)

City of Reedley

3. Your name

First : Sarah Last : Reid

4. Your email (you'll receive a copy of your response)

sarah.reid@reedley.ca.gov

5. Junior Giants Coordinator/Manager

Nicole Catchatoorian

### 2. Contact Information

Please update your contact information for email/phone communication. Your shipping address is where all league shipments will be sent.

6. Commissioner contact information

Name (first and last) : Taylor Cardenas Office phone number : 559 637-4203 ext. 236

Cell phone number : 559 618-6034

Email address: taylor.cardenas@reedley.ca.gov

7. Please note that the contact information listed above (except cell phone number) will be posted online participants have registration questions.

If you prefer different contact information to be listed online, please enter it below. If not, you can skip this question.

8. Current league shipping address

\*Please note: this is where all your materials will be delivered.

Address: 100 N East Ave

City: Reedley State: CA Zip: 93654-3103

### 9. Assistant Commissioner contact information

If none, you can skip this question.

Name (first and last) : Sarah Reid Office phone number : 5596374203 Cell phone number : 559 360-8657

Email address: sarah.reid@reedley.ca.gov

10. Please enter any other contacts you would like included on group emails from the GCF (Commissioner and Assistant Commissioner are already included).

If none, you can skip this question.

	Name	Email
Contact		
Contact		
Contact		

11. The best way to ensure you have a good Ambassador is to recommend someone you know from your community. Do you have any recommendations of someone who could be an Ambassador in your league next season? We will reach out to them when the application goes live at the end of this year.

If not, you can skip this question. If you have more than 1, leave their info in the comments.

Full name : Jason Barajas Phone : 559 305-1080

How do you know them? : Past Ambassador and City employee

### Comments:

12. How many 'AmeriCorps Serving Here' signs (8.5" x 11" with zip-ties) would you like to order?

\*Please request 1 per field location where games are held, as these are meant to be attached to the field(s) where your AmeriCorps Ambassador is serving.

2023 Example (design subject to change):



13. Do you have any local contacts who would be interested in running the Junior Giants Schools program through their afterschool program or PE classes in the spring?

If not, you can skip this question. If you have more than 1, leave their info in the comments.

#### Comments:

# 3. 2024 Planning

14. How many players and teams do you plan on hosting in each of the following divisions? Please use the suggested projections for your league sent by GCF staff as a starting point. If you don't plan on hosting a specific division, you can leave it blank or write 0.

We recommend building teams to 15 players per team, so a sample breakdown would be:

T-ball Baseball: 60 players / 4 teams Minors Baseball: 90 players / 6 teams Minors Softball: 30 players / 2 teams Majors Baseball: 60 players / 4 teams

We encourage all leagues to host T-ball, Minors and Majors Baseball as well as Minors Softball at a minimum.

Both Baseball and Softball are coed, but Softball is typically primarily girls.

	# Players	# Teams
T-ball Baseball (5-6 years)	90	7
T-ball Softball (5-6 years)		
Minors Baseball (7-9 years)	96	7
Minors Softball (7-9 years)	30	3
Majors Baseball (10-13 years)	65	5
Majors Softball (10-13 years)		
Seniors Baseball (14-18 years)		
Seniors Softball (14-18 years)		

### Comments:

15. Are you planning on running at least one softball division this season?

Yes

16. If you've hosted a softball division in the past, what has gone well? What are your areas of improvement?

If this is your first year hosting softball, write N/A.

We targeted the major age girls. This year we will offer a league for the minor age girls.

17. How can the Giants Community Fund support your softball program to recruit more girls, add more divisions, etc.?

Videos to post on social media. Testimonials to share with the public.

### 4. Recruitment Materials

#### 18. RECRUITMENT MATERIALS

We will provide printed fliers, PDF fliers and other digital resources (email templates, etc.).

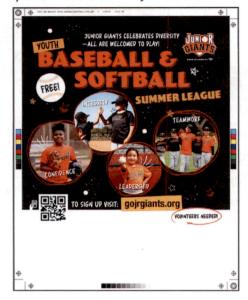
If budget allows, we will also order posters (same design as fliers but larger) and/or vinyl banners (i.e. "Free Youth Baseball/Softball - Register to Play this Summer - gojrgiants.org")

Which of the following would you like to order?

Printed fliers: 8.5" x 11"

19. How many printed fliers (8.5" x 11") would you like to order?

\*See 2023 example below. Look & feel will change for 2024, but general layout will remain the same. Leaguespecific information will be printed in the white space. Fliers are double-sided with English on one side and Spanish on one side. If you do not run a softball division, you will receive a Baseball-only flier.

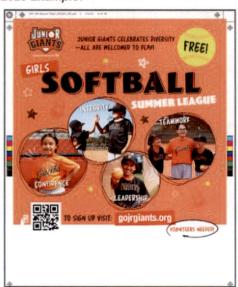




300

20. How many printed Softball-only fliers (8.5" x 11") would you like to order?

\*Please note that if you run a softball division, you will receive a Baseball/Softball combo flier, as noted in the previous question. These Softball-only fliers are additional, and intended for softball-specific recruitment. 2023 Example:





Note: these are contingent on our budget and will be approved later.

100

21. Contact information to be printed on fliers/posters

Name: Taylor Cardenas

Email: taylor.cardenas@reedley.ca.gov

Phone number (123) 555-1234 : 559 637-4203

22. All fliers/posters will be printed with the following information:

Your agency name
Sign up online starting April 1!
League starts mid-June / Ages 5-13 (will be specific to your league)
For questions, please contact:
Name, email and phone you provided
In-person registration info and any disclaimers (if applicable)

\*2023 Example:



Please initial below to confirm you understand:

SR

23. Do you have any school district or other disclaimers we should include on your fliers?

No

24. Do you need fliers in another language besides English/Spanish?

No

25. Do you need your agency's logo printed on your fliers/posters?

Yes

26. Please upload your agency's logo here.

\*If you have any issues uploading your logo, please email it to jrgiants@sfgiants.com

# City logo.png

27. Do you plan on hosting any in-person registration days or offering registration assistance in your office?

Yes

28. Which will you offer?

Ongoing support in our office

29. Please provide details for ongoing registration support in your office.

Example: Monday - Friday 9:00 - 5:00 PM April 1 - May 31 Antioch Park & Recreation Office 123 Main Street, Antioch

Note: While we can keep online registration open throughout the season, we recommend ending in-person registration by May 31 so families are motivated to sign up sooner.

Days of the week: Monday-Friday Start time (include AM/PM): 8:00am End time (include AM/PM): 5:00pm Start date (no earlier than April 1): April 1 End date (no later than May 31): May 31 Location name: Reedley Community Center

Address: 100 N East Ave

City: Reedley

# 5. 2023 Junior Giants League Agreement

Junior Giants, the flagship program of the Giants Community Fund, is a free, noncompetitive and coed baseball/softball & youth development program for boys and girls ages 5-18 years old.

Junior Giants leagues are hosted by youth-serving organizations that exist separately from any association with the Junior Giants program (e.g., Park and Recreation Districts, Police Activities Leagues, YMCAs, Boys and Girls Clubs, etc.).

This Agreement is entered into by and between the Giants Community Fund ("GCF") and City of Reedley ("the Organization"), which is hosting the Reedley Junior Giants League ("the League") for the 2024 season.

As a condition of participation in the Junior Giants program and hosting the League, the Organization agrees to the following terms:

(Please initial each item. If you have any questions or issues with specific items, please write them in the comments section.)

## 30. 2024 Season Schedule

The Organization shall ensure that its Junior Giants season will be 8 weeks in duration (including practices) and follow the Junior Giants Season & Program Schedule below:

Week of June 10: Week 1: Introduction to Junior Giants (practices only or 1 game and 1 practice for each team)

Week of June 17: Week 2: Health (practices only or 1 game and 1 practice for each team)

Week of June 24: Week 3: Strike Out Bullying (begin playing games if games have not already started.

Remainder of season should consist of 1 practice and 1 game each week for each team.)

Week of July 1: Week 4: Education Week of July 8: Week 5: Confidence Week of July 15: Week 6: Teamwork Week of July 22: Week 7: Leadership Week of July 29: Week 8: Integrity Can you adhere to this schedule?

No, we cannot

31. When will you start your season?

Please note, if you start the season earlier than June 10, we can't guarantee that you will receive all supplies/materials in time.

Your league is still required to run for 8 weeks even if you start a week later.

Please use the comment box to explain why you need to start a week earlier or later.

Week of June 17 (1 week late)

Comments: This schedule is what we have followed in the past that works better for Reedley.

- 32. You will be required to host the following trainings before your practices begin:
- (1) First Pitch Meeting
- (1) Volunteer Meeting
- (1) Coaches Clinic

Please initial below to indicate you are aware of the following responsibilities:

Organizing the logistics behind the scenes to coordinate

Promoting the dates to your league in advance

SR

### 33. Commissioner/Agency Responsibilities

The Acting Commissioner of the League shall virtually attend (or watch the recordings of) the mandatory Commissioners Clubhouse Chats hosted the last Wednesday of each month.

The Acting Commissioner of the League shall virtually attend the mandatoryCommissioners Camp in February.

The Organization will provide secure, year-round storage for all equipment provided by the Giants Community Fund with the exception of equipment that is no longer safe to use.

The Organization will not use the equipment/supplies provided for other programs/leagues (with the exception of rewards from previous seasons).

The Organization will run the program according to the Junior GiantsCode of Ethics.

SR

Comments:

### 34. AmeriCorps Ambassador

As part of working with an AmeriCorps Ambassador, the Organization will be an AmeriCorps host site and will be responsible for completing a separate AmeriCorps Host Site Agreement prior to the start of the season. The Giants Community Fund will do everything in its power to find at least one Ambassador for every league, but an Ambassador is not guaranteed. Leagues are responsible for assisting the GCF in Ambassador recruitment.

The Organization will make sure at least (1) staff member is at the field with the Ambassador during the entirety of game days.

SR

Comments:

### 35. Nondiscrimination

The Organization will refrain from discriminating on the basis of race, color, creed, national origin, gender, gender identity and expression, sexual orientation, disability, and military status in any of its activities or operations. The Organization shall foster an inclusive and welcoming environment for all players, coaches, volunteers, and families. The Organization shall provide equal opportunities for both females and males to play and coach.

SR

Comments:

### 36. Online Registration

The organization shall:

Conduct all player, coach, and team parent registration through GCF's online sports management system, LeagueApps\*.

Not accept any other form of registration (i.e. paper registration).

Require each participants' parent(s)/guardian(s) to sign a Player Waiver & each volunteer to sign the Coach Waiver upon registration through LeagueApps prior to any participation in Junior Giants.

\*Specific platform subject to change

SR

Comments:

37.

# **Background Checks**

The Organization will take all precautions to protect the safety of all participants in the League, including, without limitation, screening all adults who will interact with child participants in the league. The Organization will require all coaches, other volunteers affiliated with the Junior Giants program and all other adults who have contact with players to complete a background check through GCF's online sports management system, LeagueApps, prior to working with any youth (the LeagueApps background check is through Yardstik). If any coach, volunteer or other adult does not complete a background check or clear a background check, such person will not be permitted to be associated with the Junior Giants program or otherwise serve as a coach or volunteer. Under no circumstances, may a person begin volunteering for the League until he/she has passed the LeagueApps background check.

The Organization shall not permit any adult to participate in any manner with the League if such adult's background check reveals: (i) a conviction for any crime involving or against a minor; (ii) a conviction for any violent crime; (iii) a conviction for Driving While Intoxicated if the person's services to the league would include driving; and/or (iv) the person is listed in a Sexual Offenders registry. Moreover, the League may prohibit any adult from participating in the League in any capacity if the background check reveals any information which the Head of the League determines could lead to a safety risk for the League.

All League teams shall have a background-checked adult of each gender over the age of 21 present at all times. At no time during any League activity should any adult, over 18 years of age, be alone with any member of the team, without another adult of the opposite gender present, except for his/her own child.

The Organization shall handle the results of all background checks with confidentiality and respect. Only the Commissioner of the League and his/her designees with a need to know may be informed of the results of the background checks.

The GCF may immediately suspend or terminate the league's affiliation in the Junior Giants program for failure to comply with the Background Check requirements described in this section.

SR

Comments:

# Volunteer Shirts/Supplies

The Organization will not pass out any supplies to volunteers before they have cleared their background check. This includes, but is not limited to, a volunteer shirt, incentives, baseball/softball equipment, etc.

The Organization will ensure that volunteers wear their volunteer shirt at every game, practice and Junior Giants event to signify to parents at the field that they have passed their background check.

SR

Comments:

6. Use of Marks (Liability & Indemnification)

The GCF grants the League a non-exclusive, non-transferable limited license to use the trademarks, service marks and copyright rights belonging to the GCF (the "GCF/Junior Giants Marks") subject to the terms and conditions of this Agreement. The Organization will not alter the GCF/Junior Giants Marks in any manner, without the prior written approval of the GCF. The League acknowledges that it cannot associate the name of a local sponsor with the GCF/Junior Giants Marks without the prior written approval of the GCF. No approval will be granted where a local sponsor is in a category that is competitive to a Giants sponsor.

Prior to any publication, distribution or display by the Organization of any GCF/Junior Giants Marks other than for its intended usage, the Organization shall furnish a written proposal identifying such usage to the GCF for its prior written approval. The Organization must not publish, distribute or display any GCF/Junior Giants Marks without first receiving written approval from the GCF. Following receipt of the GCF's approval, the Organization must not alter the GCF/Junior Giants Marks. The Organization shall seek GCF's prior written authorization in the event it desires to use the GCF/Junior Giants Marks other than as provided herein.

The Organization shall not use the GCF/Junior Giants Marks in any way that: (a) advertises, promotes, expresses or implies endorsement of any third party, cause, belief product or service by the GCF or the San Francisco Giants; (b) advertises, promotes or expresses endorsement or sponsorship of the league by any third party, product or service without the prior written approval of the GCF; or (c) reflects adversely on the reputation of the San Francisco Giants or the GCF. In addition, the Organization shall not, without the prior written permission of the GCF, use the GCF/Junior Giants Marks in connection with any event or in any manner other than in connection with the League.

With respect to profiles, commentary, writings, photographs, images, logos, and audio or video files (collectively "Content") posted on social media outlets including, but not limited to, Facebook, Instagram, Twitter, blogs, podcasts, message boards and websites (collectively "Social Media"), the Organization/League hereby agrees that it shall: (a) obtain prior written consent from the GCF before using the GCF/Junior Giants Marks on any Social Media outlet or linking to any website on any Social Media outlet; (b) refrain from displaying Content via Social Media that could be reasonably construed as an official GCF, Giants and/or Junior Giants communication; (c) refrain from posting any false or misleading Content on any Social Media outlet relating to the GCF, the Junior Giants program and/or the Giants; and (d) (i) accept any Facebook "Favorite Pages" request from the GCF; (ii) "Like" the GCF Organizational Page on Facebook; (iii) accept any GCF request to follow League's Twitter account; and (iv) accept any request from the GCF to connect to any other Social Media that represents the League.

The Organization hereby acknowledges the proprietary nature of the GCF/Junior Giants Marks and any other trademarks, service marks and copyright rights provided to the League by the GCF in connection with the GCF or the San Francisco Giants (collectively, "Giants Rights"). The League represents that it has not made and will not make any unauthorized use of the Giants Rights and agrees that during or after the term of this Agreement, it will make no such use of any Giants Rights, other than as provided in this Agreement, without the prior written consent of the GCF. Any use the Organization has made or will make of such Giants Rights has not conferred or will not confer any rights or benefits upon it whatsoever, and any rights created by such use shall inure to the benefit of the GCF and the Giants. The Organization further acknowledges that for purposes of this Paragraph, use shall include, but is not be limited to, trademark, fair, incidental, descriptive or functional uses.

The Organization must obtain all necessary licenses, consents or releases permitting it to use any third party proprietary material not furnished by the GCF including, but not limited to any: (a) name, likeness or voice of any individual (including, without limitation, Major League Baseball ("MLB") players, coaches, managers, broadcasters and announcers); (b) name, likeness or voice of any individual in the League, including players, coaches and managers; and (c) any copyright, trademark or other property or identifications other than the GCF/Junior Giants Marks. The Organization shall be solely responsible for determining which licenses, consents and releases must be obtained.

SR

Comments:

# 7. Organization Shall Not Profit

40. Our organization acknowledges and agrees that the Giants Community Fund has no obligation to make any payment directly to our organization for any purpose.

SR

Comments:

41. Our organization will not earn a financial profit from items provided by the Giants Community Fund. This includes, but is not limited to, Giants or Minor League affiliate tickets, giveaway items and incentives, and equipment.

SR

Comments:

42. The Organization will not charge a fee for participants to play in the League, including any type of Organization membership fee. The Organization will not ask participants to fundraise in order to play in the League.

If a picture day is offered, there must be free options for players to receive their photo (players must receive a free printed photo or photos must be available for download at no charge).

SR

Comments:

#### 8. Insurance

### 43. MLB INSURANCE REQUIREMENTS

Organization must secure and continuously maintain, at its own expense, the following coverage:

- 1. Workers' Compensation Insurance in compliance with state or provincial laws, covering employees, volunteers, temporary workers and leased workers, including Employers' Liability with minimum limits of:
- \$1,000,000 Each Accident;
- \$1,000,000 Disease Each Employee;
- \$1,000,000 Disease Policy Limit.
- 2. An Insurance Services Office (or equivalent) occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury including but not limited to contractual liability, participant liability, products/completed operations liability and Abuse & Molestation coverage with minimum limits of:
- \$2,000,000 Each Occurrence;
- \$3,000,000 General Aggregate;
- \$1,000,000 Abuse & Molestation Aggregate;
- \$3,000,000 Products/Completed Operations Aggregate.
- 3. Automobile Liability Insurance, covering owned, non-owned, leased or hired automobiles, with a minimum combined single limit of \$2,000,000 Each Accident.

The required limits may be satisfied through a combination of primary and follow form umbrella policies. All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. Major League Baseball Youth Foundation, the Office of the Commissioner of Baseball, its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB Network, LLC, the Clubs of Major League Baseball, and each of their subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Major League Clubs or the Office of the Commissioner of Baseball, and its and their directors, officers and employees ("Additional Insureds") must be named as Additional Insureds under the Commercial General Liability and Commercial Automobile Liability and, if applicable, Umbrella Liability Policies. All liability insurance policies must provide cross liability coverage (separation of insureds or severability of interest provisions). Further, coverage for the Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance available to the Additional Insureds, whether collectible or not. The Commercial General Liability policy shall include no third-party-over action exclusions or similar endorsements or limitations. Provided coverage remains commercially available and economically feasible as deemed by MLB, the Commercial General Liability & Umbrella Liability policies shall include no exclusions for Communicable Disease, or other related or similar illnesses or conditions, concussions, CTE or similar or related brain trauma or injuries. No policy shall contain a

self-insured retention. No policy shall contain a deductible in excess of \$25,000 and any/all deductibles shall be the sole responsibility of the Organization and shall not apply to the Additional Insureds. All policies shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds. All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification MLB shall receive at least thirty (30) days written notice thereof. Organization shall furnish MLB with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of the Term and annually at least ten (10) days prior to the expiration of each required insurance policy. Organization shall provide MLB with copies of its insurance policies and/or endorsements upon request. If any of the required policies are written on a claims made basis. Organization shall maintain such coverage for a period of three (3) years after termination of the Agreement and provide evidence of such coverage on an annual basis during the three (3) year period. The insurance requirements set forth will in no way modify, reduce, or limit the indemnification obligations required herein by Organization. Any actions, errors or omissions that may invalidate coverage for Organization shall not invalidate or prohibit coverage available to the Additional Insureds. Receipt by MLB of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding.

To the extent any U.S. military sites are self-insured they will be exempt from this requirement upon submission of evidence of such self-insurance.

SR

Comments:

# 9. Term of Agreement: Right to Discontinue

44.

Unless earlier terminated and/or discontinued in accordance with this paragraph, this Agreement shall be in effect until December 31, 2024. The GCF reserves the right to discontinue the Junior Giants program or any aspect of the program or require that the Organization disassociate itself from Junior Giants and the GCF at any time and for any reason. In addition, the GCF may suspend or discontinue the program in its entirety at any time for any reason.

SR

Comments:

## 10. Review

If you have any edits, click the "Back" button below-- don't click your browser's back button.

### 11. Signature

45. The foregoing terms accurately set forth the terms of our understanding and agreement.

#### AGREED AND ACCEPTED BY:

First Name : Nicole R. Last Name : Zieba

Organization: City of Reedley

Title: City Manager Date: 10/03/2023 46. Please use your mouse to sign in the box below.



Signature of: Nicole R. Zieba

# 12. Thank You!

Thank you for your time and consideration in completing this League Agreement. You will be emailed a copy of this agreement. If you do not receive an email with a copy of this agreement, please contact us and we will send you a copy.

If you have any questions or concerns, please contact your GCF contact as soon as possible.



# REEDLEY CITY COUNCIL

$\boxtimes$	Consent
	Regular Item
	Workshop
	<b>Closed Session</b>
	<b>Public Hearing</b>
	11

ITEM NO: 7

DATE:

November 14, 2023

TITLE:

RATIFY THE AUTHORIZATION FOR CITY MANAGER TO EXECUTE AN

AGREEMENT WITH THE GIANTS COMMUNITY FUND ALLOWING THE CITY OF REEDLEY TO PROVIDE THE JR. GIANTS BASEBALL

**PROGRAM** 

SUBMITTED:

Sarah Reid, Community Services Director

APPROVED:

Nicole R. Zieba, City Manager

# RECOMMENDATION

Ratify the authorization for City Manager to execute an agreement with the Giants Community Fund allowing the City of Reedley to provide the Jr. Giants Baseball Program for the 2024 season. The program hasn't changed, but the Giants Community Fund requires that the City enter into an agreement annually. Staff is asking for the approval to continue offering this program.

# BACKGROUND

Jr. Giants Baseball is a free program offered during the summer months to children ages 5-13. During past seasons the program has served 250 players. Throughout the nine-week season players focus on character development, health, education, bullying prevention, and learn basic fundamentals.

For the 2024 season, the Jr. Giants season is planned for June 10-August 8. Games and practices are hosted in Camacho, Citizens and the Sports Park. The Giants Community Fund provides all needed equipment, uniforms and hats. The Giants Community Fund partners with AmeriCorps which provides and funds Ambassadors to work alongside City staff to meet the demands of the program. The Ambassadors assist with recruiting coaches, required parent and player meetings, oversight of games and distribution of Jr. Giants materials and incentives. The City is responsible for the league recruitment, organizing of teams and supervision of the overall program.

# FISCAL IMPACT

Staff time will be accounted for in the 2023-24 FY Budget.

## **ATTACHMENTS**

Agreement with Giants Community Fund