

# 2019 Junior Giants League Agreement

## 1. Introduction

**Please complete the 2019 Junior Giants League Agreement by Tuesday, November 20.**

**Please note:** 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 Name

First : Ruben

Last : Castaneda Jr.

### 3. Your Organization Name

City of Reedley

### 4. Junior Giants Coordinator/Manager

Nicole Catchatoorian

## 2. Contact Information

**Please take a minute to update your basic contact information to ensure deliveries and communication are directed to the right place. This information you provide will be the location where all shipments will be sent. Thank you!**

### 5. Commissioner contact information

Name (first and last) : Ruben Castaneda Jr.

Office phone number : 559 637-4203

Cell phone number : 559 318-6034

Email address : ruben.castaneda@reedley.ca.gov

**6. Please note that the contact information listed above (except cell phone number) will be posted on jrgiants.org and Sports Illustrated Play if participants have registration questions.**

**If you prefer different contact information to be listed online, please enter it below.**

Email address : ruben.castaneda@reedley.ca.gov

Phone number : 559 637-4203

Name (first and last) : City of Reedley

### 7. 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

### 8. Assistant Commissioner contact information

Name (first and last) : Sarah Reid  
Office phone number : 5596374203  
Cell phone number : 559 360-8657  
Email address : sarah.reid@reedley.ca.gov

### 9. Please enter the email address where you would like a copy of this survey emailed.

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).

Name	Email
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Contact	
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Contact	
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Contact	
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## 3. 2019 Projections

### 11. How many total PLAYERS do you expect in 2019?

T-ball: 5-6 years old : 100  
Minors: 7-9 years old : 150  
Majors: 10-13 years old : 125  
Total : 375

Comments:

## 4. FlierOrder

The Giants Community Fund provides custom fliers to each league to help promote and recruit for the Junior Giants program.

The flier size is 8.5 x11 and is double-sided, one side in English, and the other in Spanish. They are in color and will have your league's information inserted in the text box.

**THE FOLLOWING INFORMATION WILL BE PRINTED ON YOUR LEAGUE'S FLIERS. PLEASE ONLY LIST WHAT YOU WOULD LIKE PRINTED.**

### 12. Please indicate below what form(s) of promotion you are interested in receiving this season.

Fliers + PDF File

### 13. Flier Quantity

I acknowledge that the flier quantity listed in the League Agreement email is accurate.

**14. Please pick a date between Monday, April 1 and Monday, April 15 to your registration to open. You can keep your registration open as long as needed after this date.**

04/01/2019

**Comments:**

**15. Since not all families have Internet access at home, please arrange for at least one opportunity for participants to register online in person.**

**In-person registration can be held on one or more designated registration days/nights (i.e. April 21 from 5-7 PM) or on consistent days over a period of weeks (i.e. Monday-Friday from noon to 6 PM). Computers with Internet access should be made available for families to use and volunteers or staff members should be present to answer questions.**

**Please choose which of the following options work best for your organization and the families in your community.**

One or more designated registration days/nights

**16. How many registration dates will you host?**

3

**17. Registration Day #1**

04/02/2019

**Comments:**

**18. Time for Registration Day #1**

**Please include AM/PM.**

Start time : 5:00pm

End time : 6:00pm

**19. Registration Day #2**

04/09/2019

**20. Time for Registration Day #2**

**Please include AM/PM.**

Start time : 5:00pm

End time : 6:00pm

**21. Registration Day #3**

04/16/2019

**Comments:**

**22. Time for Registration Day #3**

**Please include AM/PM.**

Start time : 5:00pm

End time : 6:00pm

**23. Location for in-person registration date(s)**

Location (i.e. City Hall) : Reedley Boys and Girls Club  
Address : 100 N. East Ave.  
City : Reedley

**24. If applicable, please add any other pertinent registration information (for example, a school district disclaimer).**

**25. Contact information to be printed on fliers:**

Phone number : 5596374203  
Email address : [ruben.castaneda@reedley.ca.gov](mailto:ruben.castaneda@reedley.ca.gov)  
First and last name : City of Reedley

**5. Flier Preview**

**26. Please review the following information that will be printed on your fliers. If you have any edits, please click the "back" button on the survey.**

**Kids & Coaches interested should contact:**

**City of Reedley**

**City of Reedley- 5596374203, [ruben.castaneda@reedley.ca.gov](mailto:ruben.castaneda@reedley.ca.gov)**

**Sign up at [gojrgiants.org](http://gojrgiants.org) beginning 04/01/2019**

**or in person 04/02/2019 from 5:00pm to 6:00pm, 04/09/2019 from 5:00pm to 6:00pm, or 04/16/2019 from 5:00pm to 6:00pm**

**at Reedley Boys and Girls Club, 100 N. East Ave., Reedley**

**League starts mid-June**

**Please initial that this information is correct. If you have any comments, please leave them below.**

SR

**Comments:**

**Other notes for recruitment:**

**Fliers should be distributed among schools, community centers, faith-based organizations, other youth-serving organizations and neighborhood parks in underserved areas.**

**PDF fliers should be distributed via email blasts, websites, social media, etc.**

**Junior Giants should be listed in the Parks & Recreation Activity Guide for leagues that are operated by cities.**

**For public relations assistance, please contact W2O at [JrGiants@w2ogroup.com](mailto:JrGiants@w2ogroup.com).**

**6. 2019 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 2019 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.)**

## **7. 2019 League Information**

**27. Registration must go live between April 1st and April 15th.**

**Prior to going live with registration, the Giants Community Fund must receive the following:**

**This League Agreement**

**Current Proof of Insurance**

**Please initial below to acknowledge these requirements.**

SR

**Comments:**

**28. You will be required to host at least (1) First Pitch Meeting, (1) Volunteer Meeting, (1) Make-Up Volunteer Meeting & (1) Fundamentals Clinic before your practices begin.**

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

**Choosing dates between May 24 and June 9 to host the meetings**

**Reserving the appropriate facilities for the events**

**Promoting the dates to your league in advance (dates should be chosen prior to registration opening)**

**Requiring attendance from all families**

SR

## **8. League Operation**

### **29. 2019 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

SR

Comments:

### **30. League Guidelines**

The Organization ensures that:

The League has a minimum 150 participants.

Over 50% of our Junior Giants participants are above the T-ball age (5-6 years old).

All Junior Giants players must be at least 5 years old on or before July 1, 2019.

Practices and games will be held on weekends and/or weeknights after 5:30 PM so parents can be actively involved in the League.

SR

Comments:

### **31. Commissioner/Agency Responsibilities**

The Acting Commissioner of the League shall attend the mandatory Commissioners Camp at AT&T Park in early 2019 (date to be announced) along with the Assistant Commissioner or an additional league organizer. If the Acting Commissioner is unable to attend the Commissioners Camp, the League must send another representative who is connected with and involved in the League.

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

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

SR

Comments:

### 32. 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:

## 9. Online Registration & Background Checks

### 33. Online Registration

The organization shall:

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

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

Require each participant or his/her parent(s)/guardian(s) to sign a Player Waiver & each volunteer to sign the Coach Waiver upon registration through SI Play prior to any participation in Junior Giants.

Submit the current session by Friday, June 28, 2019.

*\*Specific platform subject to change*

SR

Comments:

### 34. Waitlists & Roster Upkeep

If the League uses a wait list for participants, the League shall use its best efforts to give children on the wait list an opportunity to play. If there is a League wait list, the League shall implement a "3 Strikes, You're Out" policy for participants who do not attend three events (meetings, practices, or games) without giving prior notice.

The League shall monitor attendance and manage our rosters weekly. When dropping players to make room for wait-listed players, leagues must move players onto a "fake" team, rather than unregistering players from the system. Please move players onto specific teams that signify when players were dropped, i.e., "Never attended," "Dropped during Weeks 1-4," etc.

SR

Comments:

### 35. Tracking

The League shall track players' progress in the Junior Giants programs on Sports Illustrated Play and keep an accurate count of participant attendance each week.

SR

Comments:

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, Sports Illustrated Play, by Friday, June 7, 2019. 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 Sports Illustrated Play 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 Organization shall print and distribute identification badges provided by GCF when volunteers have successfully passed the background check through Sports Illustrated Play. This badge signifies that a volunteer has passed the background check and is qualified and approved to work with Junior Giants. The League shall require all volunteers to wear ID badges at all practices, games and other League events. The Organization will monitor volunteers to ensure that they wear their badges when assisting with Junior Giants.

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:



37.

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:

## **11. Organization Shall Not Profit**

38. 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:

39. 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, bobbleheads and other incentives, and equipment.

SR

Comments:

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

SR

Comments:

## **12. Insurance**

41. The Organization will secure and continuously maintain, at its own expense, the following coverage:

a. An Insurance Services Office occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury, including contractual liability, participants liability, products/completed operations liability and Abuse & Molestation coverage with minimum limits of:

\$2,000,000 Each Occurrence;

\$4,000,000 General Aggregate;

\$4,000,000 Products/Completed Operations Aggregate.

b. Automobile Liability Insurance, covering owned, non-owned, leased or hired automobiles, with a minimum combined single limit of \$2,000,000 Each Accident.

All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better.

The Giants Community Fund and San Francisco Baseball Associates, LLC, The Office of the Commissioner of Baseball, its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc. (doing business in its own name and as Major League Baseball Productions and Major League Baseball International), The MLB Network, LLC, the Clubs of Major League Baseball, and each of their subsidiaries and affiliated entities, and their respective directors, officers and employees ("Additional Insureds") must be named as Additional Insureds under the Commercial General Liability Policy (using ISO Form CG2010 or its equivalent), Commercial Automobile and Umbrella Liability Policies.

All liability insurance policies must contain Cross Liability Endorsements, or their equivalents. Further, coverage for the Additional Insureds shall apply on a primary basis irrespective of any other insurance, whether collectible or not. The General Liability Policy shall include no third-party-over action exclusions or similar endorsements or limitations. 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 League 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 the GCF shall receive at least thirty (30) days written notice thereof. The League shall furnish the GCF with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of the League and annually at least ten (10) days prior to the expiration of each required insurance policy. The insurance requirements sets forth will in no way modify, reduce, or limit the indemnification herein made by the League. Receipt by GCF of a certification 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.

SR

Comments:

### 13. Term of Agreement: Right to Discontinue

42.

Unless earlier terminated and/or discontinued in accordance with this paragraph, this Agreement shall be in effect until December 31, 2019. 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:

## 15. Signature

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

### AGREED AND ACCEPTED BY:

First Name : Nicole  
Last Name : Zieba  
Organization : City of Reedley  
Title : City Manager  
Date : 11/19/18

44. Please use your mouse to sign in the box below.

A handwritten signature in black ink that reads "Nicole Zieba". The signature is written in a cursive, slightly stylized font. The "N" is large and loops around the "i" in "Nicole". The "Zieba" is written with a large "Z" and a trailing flourish.

Signature of: Nicole Zieba

45. *If you have issues using the signature box, please type your name here as your electronic signature.*

## 16. Thank You!

Thank you for your time and consideration in completing this League Agreement. You will be emailed a copy of this agreement, as well as important dates, to [sarah.reid@reedley.ca.gov](mailto:sarah.reid@reedley.ca.gov) for your records. 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 Nicole Catchatoorian as soon as possible.

We look forward to a successful 2019 Junior Giants season with you!



## **REEDLEY CITY COUNCIL**

- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

ITEM NO: 8

**DATE:** December 11, 2018

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH GIANTS COMMUNITY FUND TO ALLOW THE CITY OF REEDLEY TO PROVIDE THE JR. GIANTS BASEBALL PROGRAM.

**PREPARED BY:** Ruben Castaneda Jr, Recreation Coordinator *RJC*

**SUBMITTED:** Sarah Reid , Community Services Director *SR*

**APPROVED:** Nicole R. Zieba, City Manager *NZ*

### **RECOMMENDATION**

Approve and authorize the City Manager to sign an agreement with Giants Community Fund to allow the City of Reedley to provide the Jr. Giants Baseball Program.

### **EXECUTIVE SUMMARY**

Jr. Giants Baseball is a free program offered during the summer months to children ages 5-12. The program serves 350 players. The Giants Community Fund provides all needed equipment, uniforms and hats. Four years ago the Giants Community Fund started providing one staff member to assist City staff. The City is responsible for the league oversight.

### **BACKGROUND**

The City has offered the Jr. Giants Program for the past 14 years. Staff is asking for the approval to continue offering this program by allowing the City Manager to sign this agreement.

### **FISCAL IMPACT**

Staff time is accounted for in the 2018-19 FY Budget.

### **ATTACHMENTS**

Agreement with Giants Community Fund

Motion: \_\_\_\_\_

Second: \_\_\_\_\_