

4) **Professional Services Agreement with Triple Crown Sports, Inc. (TC Sports) for Operational Services of Rosetta Canyon Sports Park**

Approve and authorize the City Manager to execute a Professional Services Agreement with TC Sports, Inc. in an amount not to exceed \$150,000.00 per year for management services, \$62,500 for field maintenance, plus reimbursable for Rosetta Canyon Sports Park, in such final form as approved by the City Attorney.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Johnathan Oliver Skinner, Director of Community Services

Date: August 8, 2023

Subject: Professional Services Agreement with Triple Crown Sports, Inc. (TC Sports) for Operational Services of Rosetta Canyon Sports Park

Recommendation

Approve and authorize the City Manager to execute a Professional Services Agreement with TC Sports, Inc. in an amount not to exceed \$150,000.00 per year for management services, \$62,500 for field maintenance, plus reimbursable for Rosetta Canyon Sports Park, in such final form as approved by the City Attorney.

Background

In 2018, the City contracted with TC Sports, Inc., a Triple Crown Sports franchisee, a leader in Southern California related to girls' fast pitch softball, was hired to staff the facility and manage all events, including field preparation. TC Sports, Inc. is a recognized leader in event production, including field preparation. The alliances and relationships they have built nationwide over the years testify to the customer service and care of individual needs, evident in the high-quality tournaments and events they produce.

City staff's vision for Rosetta Canyon Sports Park has not changed since the planning of its construction, which is to be an economic catalyst for the community. The vision requires high-quality programming and planning of significant tournaments with many organizations. TC Sports, Inc. has the infrastructure and contacts to build the tournament offerings with reputable organizations and local teams while hitting all age groups and play levels. Their success has grown over time, and the city stands to benefit from their investment over the years because they used to be a minor player in the market. While high-end programs seek their Triple Crown events, less-seasoned teams, and younger ages are still considered valuable customers. All segments of the Southern California market need attention, with other tournament providers now looking hungrily at the team numbers of TC Sports, Inc. can assemble on any given weekend. They lead in programming field reservations, ensuring payment to the City, educating participants on park

rules, providing field maintenance preparation, and making the City the premier location for all events.

Discussion

On July 25, 2023, staff presented the original Item to City Council, receiving direction to perform additional due diligence with local youth leagues and organizations that request field use at Rosetta Canyon Sports Park and come back to the August 8, 2023, City Council Meeting. The City wants to continue its contract with TC Sports, Inc. for the next Fiscal Year ending June 30, 2024.

Following the July 25, 2023 City Council Meeting, the City staff held meetings with leaders of Lake Elsinore Girls Softball (“LEGS”) and Lake Elsinore Little League (“LELL”) to confirm what their experience has been and to also discuss past, present and future communications. While LEGS commented on the beginning of the 2023 Softball season being challenging due to rain, related field closures, upgrades to Canyon Hills Sports Park, and the ability to assign fields for programs at Rosetta Canyon Sports Park. LELL stated that TC Sports staff were very accommodating to their needs on weekly practice field requests. Both were provided weekly field allocations at Rosetta Canyon Sports Park, Tuscany Hills Park, McVicker Park, Summerly Park and Swick-Matich Parks.

TC Sports, Inc. is an excellent partner to the City and manages events that attracts visitors from all over the United States. As Triple Crown Sports franchisee, TC Sports, Inc. has operated successful events nationwide for many years, but the largest demographic for girls’ fastpitch softball is right here in Southwest Riverside County of Southern California. They offer high quality events to girls of all ages and levels of play to promote the sport including hosting college tournaments and numerous showcase events catering to college exposure and nationwide recruiting efforts. Additionally, a recent example took place July 24 – July 30 where Rosetta Canyon Sports Park hosted the Alliance National Championships Tournament with 219 Teams from across the country with over 12 of the top-level College Coaches in the United States in attendance. See below table for number of teams by State and for the team detail see Exhibit A attached visiting for Alliance National Championships Tournament.

Additionally, Rosetta Canyon Sports Park has been a driving force for economic development efforts in the Central Corridor due to the tourism of the Rosetta Tournaments which has brought retail and franchise growth retailers here such as, Miguel Jr’s, Popeyes, Raising Canes, Taco Bell, and Chick Fila. It is a part of our Dream Extreme 2040 plan and because of its focus to capture tournaments that draw visitors into the City, it was not intended to support additional field allocations. We currently are processing a hotel development application for construction of a new 103-room Hampton Inn near Central Avenue because of the Rosetta Canyon Sports Park tournament successes.

TC Sports for Rosetta Canyon Sports Park

States - Rosetta	16u	18U	Grand Total
California	48	38	86
Missouri	1	4	5
Arizona	6	9	15
Washington	5	2	7
Texas	20	13	33
Colorado	2	4	6
Idaho		1	1
Georgia	3	2	5
Oklahoma	2	2	4
Illinois	3	1	4
Florida	2	2	4
Mississippi		1	1
Tennessee	3	1	4
Louisiana	2	2	4
Indiana	3	2	5
Iowa	1	1	2
Utah		1	1
Minnesota	3	2	5
North Carolina		1	1
New Mexico	1	1	2
Nevada	1	1	2
Ohio		1	1
Virginia	4	3	7
Pennsylvania	1	1	2
Massachusetts		1	1
New Jersey	1	1	2
Michigan	1	1	2
Kansas	2		2
South Carolina	1		1
New York	1		1
Kentucky	1		1
Alabama	1		1
Oregon	1		1
Grand Total	120	99	219

Rosetta Canyon Sports Park History

The following highlights the history of Rosetta Canyon Sports Park and how we've come to the operation we are at today.

- Rosetta Park was previously a single field, generally poor shape due to frequent vandalism, that was used by local resident youth leagues (LEGS & LELL) as a passive field for general dirt area for practices.
- The City was able to refinance bonds for the CFD2004-3 Rosetta Canyon Community Development, resulting in a lowering of assessment to residents of the community for funding of streets, sidewalks, sewer, water, street lighting, and to build a world-class facility.
- The design of 5 softball fields was chosen due to the demand of tournament level facilities in the region, 5 fields being a desirable number for large tournaments.

TC Sports for Rosetta Canyon Sports Park

- A tournament focus was the direction to drive additional economic growth through restaurants, hotels, and other supporting businesses for visitors to the City.
- Youth leagues were never denied access, however a focus on tournament play for weekends was implemented and is somewhat industry standard for Cities in our region. (see Diamond Valley Park and Patricia Birdsall Park)
- Rosetta's use policy was atypical in that a softball field and the football/ soccer field were often available for open play without reservations. No other City allocated fields are handled this way in that they are only available to the allocated leagues during in season play. This enabled the community access to the premier facility even during official league seasons.
- Once opened, the City's Community Services Department and Public Works Department were tasked with the coordination and general maintenance of the facility, before, during, and after league play.
- City crews with both departments were scheduled to prep, maintain, and re-prep fields daily and for tournament days from Sunrise to well into the night, sometimes as late as 1AM.
- Partnerships were formed with Triple Crown Tournament Softball, Lake Elsinore Tournament Softball, regional Travel Softball Organizations, and local/ regional leagues to utilize the facility.
- The facility was allocated based on the premier status of the hosting organization and the draw of usage. I.e. the large tournament with the farthest draw of teams were prioritized enabling the economic impact to be most compelling.
- Within months of the opening the demand of the operations and the specialized nature of attracting the top teams/ organizations became too much for the small internal City teams to manage.
- Public Agency working regulations and schedules became too burdensome to provide the best utilization of the facility.
- A request for proposal was received from Triple Crown Sports Management to operate the facility with their nationally recognized name and connections. As well as their specialized understanding of field conditions/ set-up.
- In order to adequately serve the visitors of the park and provide the world-class conditions the partnership was imperative.
- This partnership did require a financial commitment from the City to support the operations, however, the cost to do so was at a significant reduction compared to the hours required of City staff.

TC Sports for Rosetta Canyon Sports Park

- The following table is a rough outline of what the annual cost to the City would be if City Staff from both the Community Services Department and Public Works Department were to manage all aspects of the facility at the elevated level Triple Crown Sports Management does provide.
- The City currently pays Triple Crown Sports Management approximately \$212,500 per year for operations and field preparation, grooming, and chalking.
- The most cost-effective operation for Rosetta Canyon Sports Park is to allow TC Sports to continue to operate the facility.

CITY OF LAKE ELSINORE, CALIFORNIA
SELECTED ANALYSIS - ROSETTA CANYON SPORTS PARK
DATE: AUGUST 2023

ANALYSIS - TC SPORTS, INC. VS CITY STAFFING		
DESCRIPTION	TC SPORTS, INC.	CITY STAFF
REVENUES:		
PARK FEES	\$ 107,800	\$ 107,800
SUBTOTAL	<u>107,800</u>	<u>107,800</u>
COSTS:		
CONTRACT - TC SPORTS, INC.	212,500	-
STAFFING COSTS (CITY):		
MONDAY THRU THURSDAY (52 WEEKS)	-	474,500
FRIDAY THRU SUNDAY (45 WEEKENDS)	-	632,250
NET COSTS	<u>212,500</u>	<u>1,106,750</u>
NET SUBSIDY	<u>\$ (104,700)</u>	<u>\$ (998,950)</u>

Rosetta Canyon Sports Park Cost Analysis - Monday to Thursday			
Position	Mon - Thurs Hours	Rate	Total
Management	10	\$100.00	\$52,000.00
Admin	10	\$65.00	\$33,800.00
Supervisory	25	\$75.00	\$97,500.00
Full Time Labor	50	\$70.00	\$182,000.00
Part Time Labor	60	\$35.00	\$109,200.00
		Subtotal	\$474,500.00

TC Sports for Rosetta Canyon Sports Park

Rosetta Canyon Sports Park Cost Analysis (Weekends)			
Position	Fri. - Sun. Hours	Rate	Total
Management	20	\$100.00	\$90,000.00
Admin	10	\$65.00	\$29,250.00
Supervisory	40	\$75.00	\$135,000.00
Full Time Labor	90	\$70.00	\$283,500.00
Part Time Labor	60	\$35.00	\$94,500.00
		Subtotal	\$632,250.00

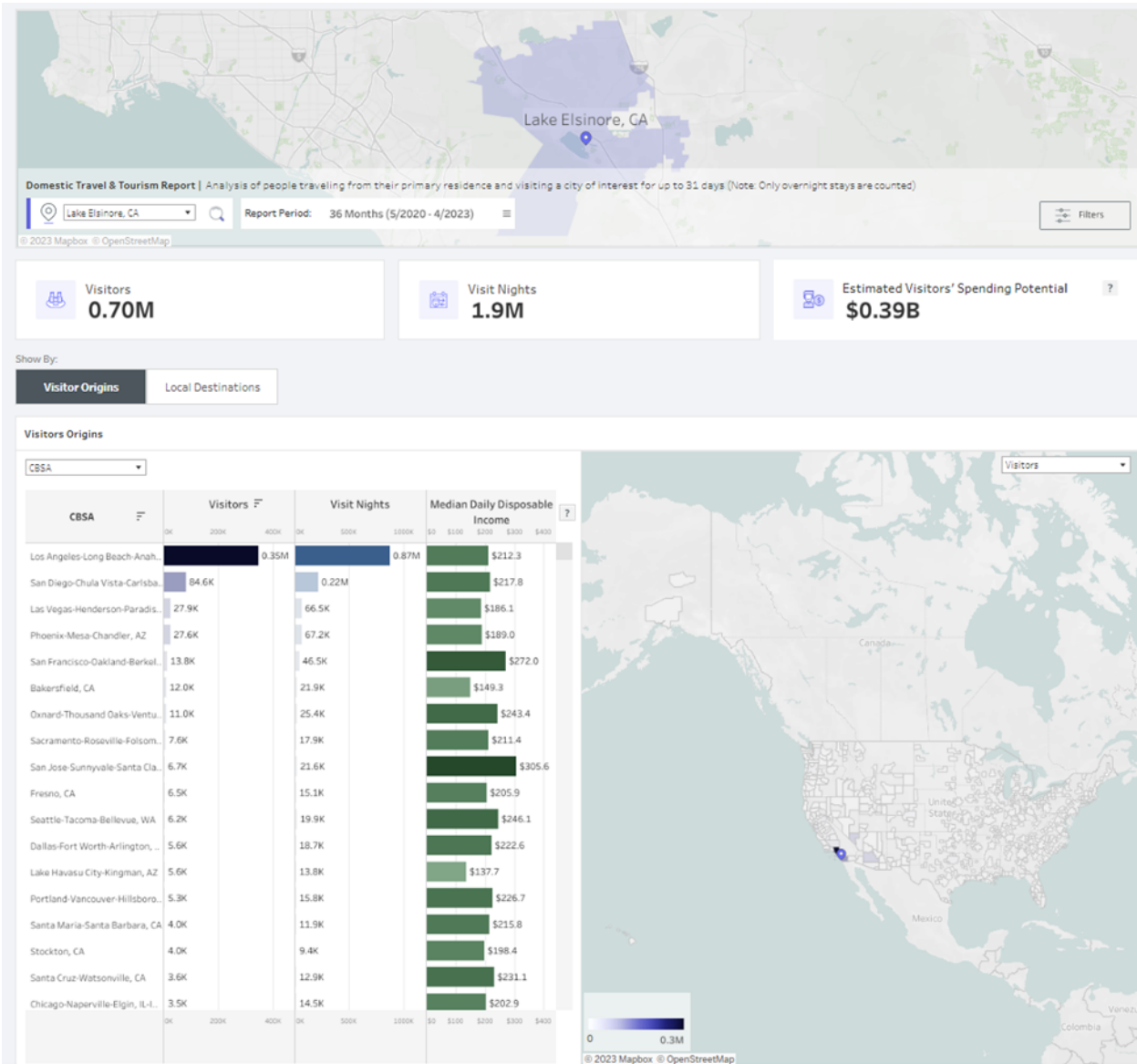
Historical Revenues:

CITY OF LAKE ELSINORE, CALIFORNIA SELECTED ANALYSIS - ROSETTA CANYON SPORTS PARK DATE: AUGUST 2023

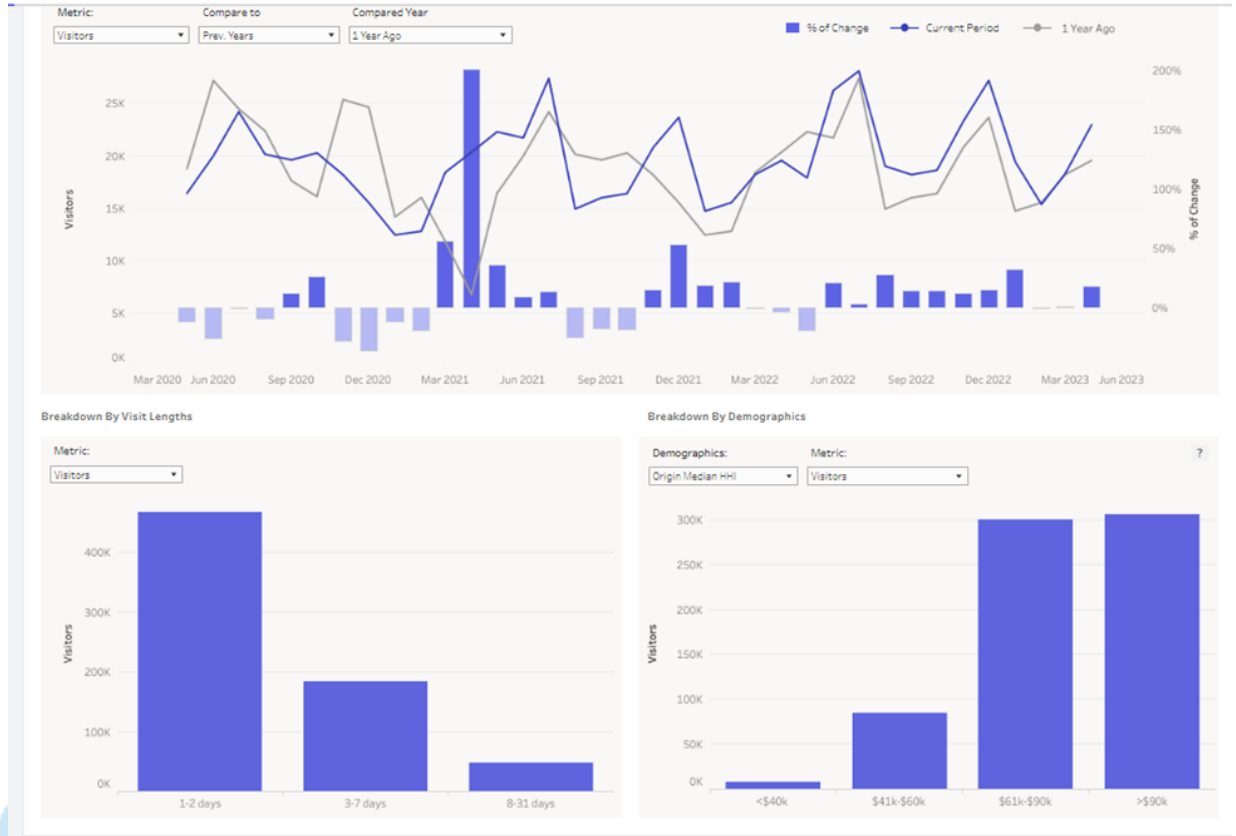
FY2017-18 THRU FY2022-23 PARKS FEES

FISCAL YEAR	AMOUNT
REVENUES:	
FY18-19	\$ 113,887
FY19-20	90,565
FY20-21	46,215
FY21-22	98,610
FY22-23	107,670
	<u>\$ 456,947</u>

Tourism for the Past 36 Months

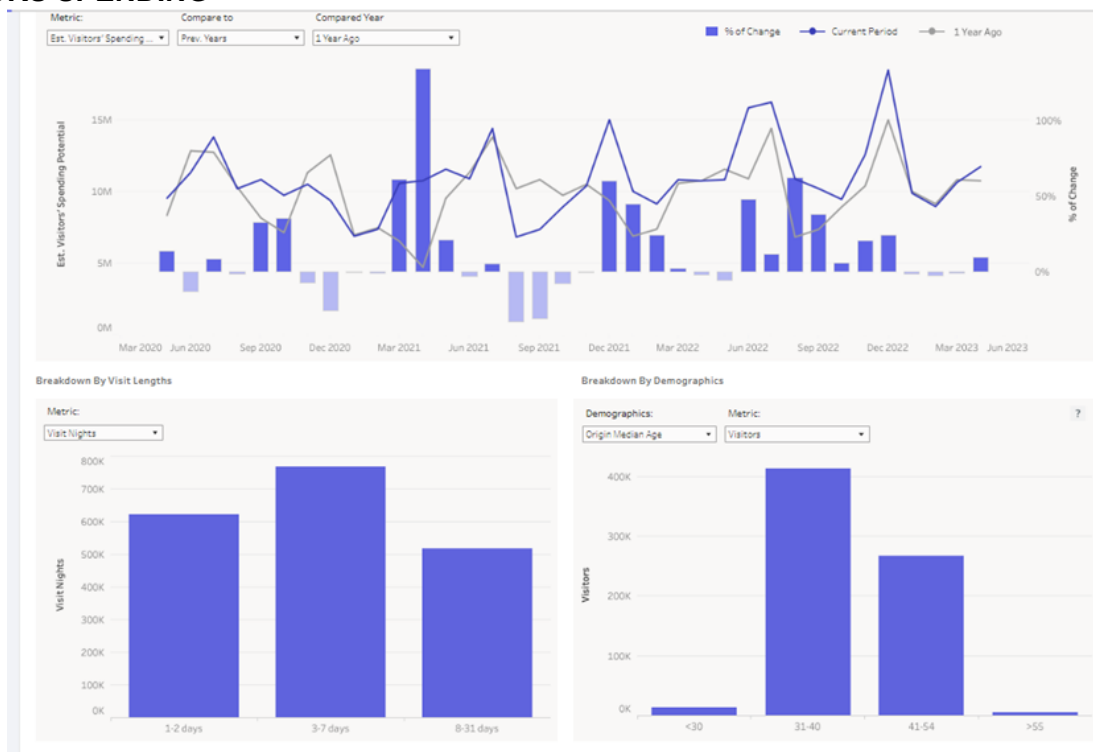


Visitors for last 3 Years to Lake Elsinore (Tourism)

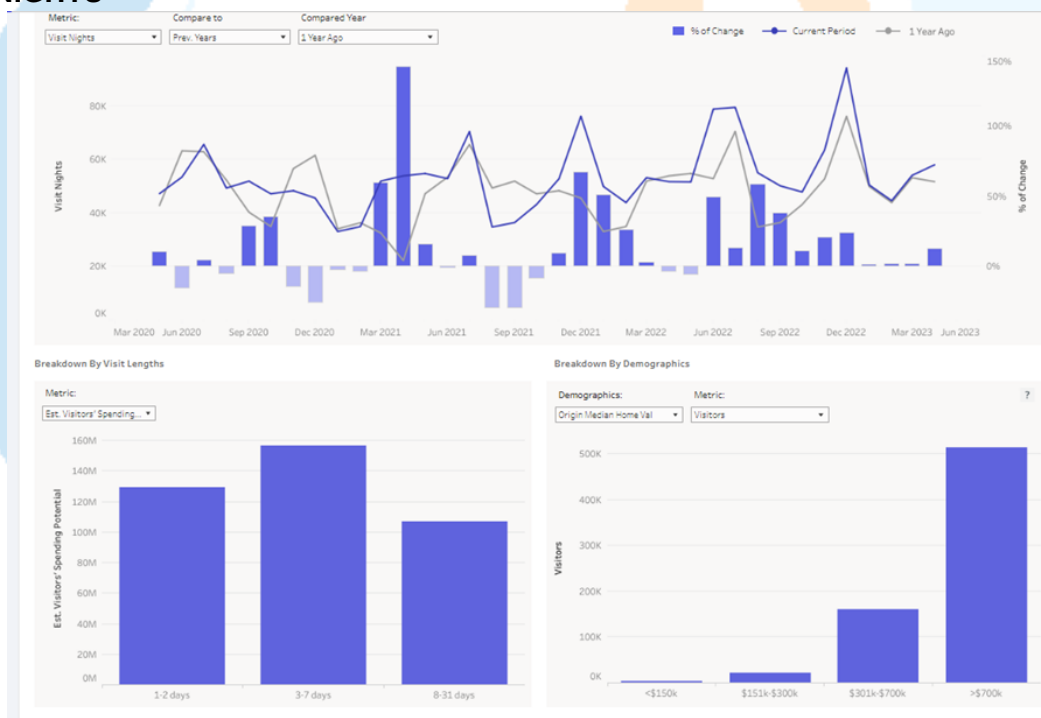


Tourism Data - Sub-Reports - Lake Elsinore - Last 36 Months

VISITORS SPENDING



VISIT NIGHTS



Fiscal Impact

Funds are budgeted in the Fiscal Year 2023-2024 Annual Operating Budget and is primarily funded by field reservation fees for the facility.

Attachments

Attachment 1 – Alliance National Championships

Attachment 2 - Agreement

Alliance National Championships Tournament -July 2023

States and Teams Visiting Rosetta	16u	18U	Grand Total
AL			
Mississippi Bombers 16 Gold/Knight	1		1
AL Total	1		1
AZ			
Action Softball		1	1
Arizona Hotshots - Georges		1	1
Arizona ThunderCats NXT	1		1
Athletics Mercado AZ - Mo	1		1
Az Bombers 18U Lopez		1	1
Az Bombers Williams 16s	1		1
AZ Hotshots - Delsante		1	1
AZ Hotshots Carroll		1	1
AZ Hotshots Gold - Downes / Isaacson		1	1
AZ STEEL - Figueroa	1		1
Batbusters Telesco		1	1
Desert Thunder - Basaldua	1		1
Impulse Nielson		1	1
Rogue FC -Eisentraut	1		1
Rogue FC Kaye		1	1
AZ Total	6	9	15
CA			
16U Corona Angels Howard	1		1
18U Corona Angels Howard		1	1
Athletics Mercado Baltierra 2025	1		1
Athletics Mercado Carroll 2023		1	1
Athletics Mercado Cook		1	1
Athletics Mercado Hovermale	1		1
Athletics Mercado N.Price		1	1
Athletics Mercado Sabo 2025	1		1
Athletics Mercado Slater	1		1
Athletics Mercado Torres 18u		1	1
Athletics Mercado/LW Penalber	1		1
Athletics-Mercado/ Greg	1		1
Athletics-Mercado/Carroll	1		1
Athletics-Mercado/Smith		1	1
Batbusters 16u Hierro	1		1
Batbusters 18U - Gonzalez/Contreras		1	1
Batbusters Ching		1	1
Batbusters Gomes		1	1
Batbusters Gomes Vigil	1		1
Batbusters Spingola	1		1
Batbusters Stith		1	1
Batbusters-Fullerton		1	1
Breakers Labs Chavez	1		1
BSA		1	1

BSA-Bownet Sports Academy 18U		1	1
CA Bombers 16U Gold	1		1
Cal Thunder LeVier/Perez	1		1
California Valley Firecrackers - DeLeon		1	1
CORONA ANGELS FTS 16	1		1
Corona Angels Rogers-Edwards	1		1
Corona Angels Tyson		1	1
Corona Angels Zavala 18U		1	1
Corona Angles Slye 16U	1		1
Corona Angles Slye 18U		1	1
FC Brashear/Smith	1	1	2
Firecrackers Brashear	1	1	2
Firecrackers Brashear - Chavez	1		1
Firecrackers Brashear/Hicks	1		1
Firecrackers Brashear/Hicks Gold		1	1
Firecrackers Garcia Phillips 2025	1		1
Firecrackers Leles-Johnson	1		1
Firecrackers Medina Schneider		1	1
Firecrackers Premier RTY	1		1
Firecrackers Rico		1	1
Lady Dukes CA - Watson	1		1
Lady Dukes Watson/Araujo	1		1
Lady Wolf Pack-Barrera/King	1		1
Lady Wolfpack Gold-Alkire		1	1
Ladyhawks 16U WCQ	1		1
Mizuno Diamond Girls Gold		1	1
Nor Cal Legends -Espinoza-Escarcega	1		1
NorCal Bombers Gold		1	1
OC Batbuster Alvarez	1		1
OC Batbusters - Beltran	1		1
OC Batbusters 16u Lara	1		1
OC Batbusters 18u Lara		1	1
OC Batbusters 2024 - Aldrich		1	1
OC Batbusters 2025 - Aldrich	1		1
OC Batbusters Delgado	1		1
OC Batbusters Fitzherbert	1		1
OC Batbusters Martin		2	2
OC Batbusters Stith - Maroon		1	1
OC Batbusters Stith Sasaki	1		1
OC Batbusters-Knapp	1		1
Power Surge Walling/Berouty	1		1
Power Surge Walling/Wilson 16U	1		1
PowerSurge Walling 18U Gold		1	1
Preps Academy - National Lopez	1		1
Ruthless Olguin/Rosalez		1	1
San Jose Sting - Gron		1	1
San Jose Sting Perales / Lucido	1		1

Semper Fi Sports - Lucero	1		1
So Cal Athletics Chino CA	1		1
So Cal Athletics Chino RF		1	1
So Cal Athletics Gumataotao	1		1
So Cal Athletics Jaquish/Razo	1		1
SORCERER RICKS		1	1
Strickers 16U Garcia	1		1
Top Dog Nomura/Santana		1	1
USA Premier National Team		1	1
Warrior Academy Jimenez	1		1
Warrior Academy McDonald		1	1
West Coast Dukes	1		1
CA Total	48	38	86
CO			
Colorado Batbusters 18U Gold Smith		1	1
Colorado Bombers 18Gold		1	1
Colorado Firecrackers Gale/Diebold	1		1
Colorado Softball Academy 18A Silver		1	1
Firecrackers CO - Gale/Rodriguez		1	1
Firecrackers--Gale/Phillips	1		1
CO Total	2	4	6
FL			
Florida Gold Lopez		1	1
Tampa Mustangs - Viruet	1		1
Tampa Mustangs Bell	1		1
TAMPA MUSTANGS RENE		1	1
FL Total	2	2	4
GA			
EC Bullets - Mayfield/Legere	1		1
EC Bullets 18 Gold - Schnute		1	1
EC Bullets Prairie	1		1
Fury Platinum National Chiles	1		1
Mojo Lunsford 18U		1	1
GA Total	3	2	5
IA			
Iowa Premier 16U National	1		1
Iowa Premier GOLD- Dickel		1	1
IA Total	1	1	2
ID			
Crossfire Fastpitch Dwyer		1	1
ID Total		1	1
IL			
Extreme Elite 18u National		1	1
Illinois Force National	1		1
Iowa Premier Gold 16u National - Shraiberg	1		1
St Louis Chaos 16U - Krodinger	1		1
IL Total	3	1	4

IN			
Indiana Magic Gold 18U - Green		1	1
Indiana Magic Gold 24/25 - Gerth	1		1
Indiana Shockwaves 06 - Tesnar	1		1
Lady Dukes Fanelli	1	1	2
IN Total	3	2	5
KS			
Aces Fastpitch	1		1
Louisville Lady Sluggers 16U - VanBoxmeer	1		1
KS Total	2		2
KY			
Louisville Lady Sluggers - Wathen	1		1
KY Total	1		1
LA			
Hotshots National Anderson		1	1
Louisiana Bombers 16U - Albert / Smith	1		1
Louisiana Bombers 18U - Albert		1	1
Louisiana Bombers Gold 07 Wilmore	1		1
LA Total	2	2	4
MA			
Polar Crush Gold		1	1
MA Total		1	1
MI			
Turnin2 - Robeson / Long	1		1
Turnin2 National Maloney		1	1
MI Total	1	1	2
MN			
Midwest Speed 15U National Holt	1		1
Midwest Speed 16U National Perry	1		1
Midwest Speed 18u Koltes		1	1
Midwest Speed 18U National Hall		1	1
MN Waves - Haefner	1		1
MN Total	3	2	5
MO			
Aces Fastpitch		1	1
Louisville Lady Sluggers - Huecker		1	1
St. Louis Chaos 18u - Gentile		1	1
St. Louis Chaos 18U-Mazzola		1	1
Top Gun 16U National - Slezak	1		1
MO Total	1	4	5
MS			
Fury Platinum National Groves		1	1
MS Total		1	1
NC			
NC Challengers Renzi		1	1
NC Total		1	1
NJ			

Stars National Coleman 16U	1		1
Stars National Coleman 18U		1	1
NJ Total	1	1	2
NM			
NM Suncats Gold 16u Gandert/Jaramillo	1		1
NM Suncats Gold 18u Gandert		1	1
NM Total	1	1	2
NV			
Nevada Hotshots Gooch 24/25	1		1
NV Ruthless Peralta		1	1
NV Total	1	1	2
NY			
Empire State Huskies 16U Select	1		1
NY Total	1		1
OH			
Ohio Hawks 18u National		1	1
OH Total		1	1
OK			
EPIC NATIONAL 18u (SMITH)		1	1
Gametime National 2024	1		1
Oklahoma Athletics 18 National Madden		1	1
Oklahoma Athletics National 2025 Madden/Ki	1		1
OK Total	2	2	4
OR			
NW Vandals Oliver	1		1
OR Total	1		1
PA			
Pa Strikers 18u National Lichtner		1	1
Predators Fastpitch 16u National	1		1
PA Total	1	1	2
SC			
Carolina Elite SC Gleason	1		1
SC Total	1		1
TN			
Fury Platinum X Helton	1		1
Fury Platinum X Higdon		1	1
Fury Platinum X-Hutchins	1		1
TN Fury National 2024 Groenewoud	1		1
TN Total	3	1	4
TX			
16u Texas Glory	1		1
American Freedom National		1	1
Athletics Mercado- Frausto	1		1
Bombers Gold American 16u	1		1
Bombers Gold National 16u	1		1
Bombers Gold National 18u		1	1
Corona Angels 16U Coleman	1		1

Diamond Legacy CTX - Warnecke		1	1
Glory Adkins Gold 16U	1		1
Glory Adkins Gold 18U		1	1
Glory Adkins National 16U	1		1
Illusions Gold - Plocheck		1	1
Impact Gold - Jackson 18U		1	1
Impact Gold Jazz 16U	1		1
Impact Gold National Rodriguez	1		1
Impact Gold National Rodriguez 18U		1	1
Oklahoma Athletics 16U National Madden/Cle	1		1
Texas Blaze 16U Gold	1		1
Texas Bombers CTX 16U Gold Ward	1		1
Texas Bombers Gold		1	1
Texas Bombers Gold 16u	1		1
Texas Bombers Gold 16u Peters	1		1
Texas Bombers STX 18U Gold National		1	1
Texas Glory		1	1
Texas Glory 16U (FTW)	1		1
Texas Glory Gold		1	1
Texas Glory Naudin 18u		1	1
Texas Glory Naudin 2025	1		1
Texas Glory Naudin 2026	1		1
Texas Glory Naudin South 16u 07	1		1
TX Glory 16U Naudin	1		1
TX Glory 16U Naudin II	1		1
Tx Threat Gold		1	1
TX Total	20	13	33
UT			
Lil Rebels RC/Marshall 18u		1	1
UT Total		1	1
VA			
EC Bullets - Cornett	1		1
Orion Hunter Elite - Bailey	1		1
Orion Hunter Elite - Murphy/McGowan		1	1
Tri-State Thunder NOVA Cutchall-Thompson	1		1
VA Glory Willemssen		1	1
Williamsburg Star Gold Bigham		1	1
Williamsburg Starz Gold Bunn 16U	1		1
VA Total	4	3	7
WA			
Absolute Blast 16U Gold	1		1
ai Bandits Breer	1	1	2
Maniacs 16U Garcia	1		1
Sundodgers - Wright		1	1
WA Acers 16Gold - Aarstad	1		1
WA Acers- Meyer	1		1
WA Total	5	2	7

Grand Total	120	99	219
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AGREEMENT FOR PROFESSIONAL SERVICES

OPERATION OF ROSETTA CANYON SPORTS PARK

This Agreement for Professional Services (the "Agreement") is made and entered into as of July 25, 2023 ("Effective Date"), by and between the City of Lake Elsinore, a municipal corporation ("City") and TC Sports, Inc. a California Corporation ("Operator").

RECITALS

A. The Rosetta Canyon Sports Park (Exhibit A) was constructed by the City of Lake Elsinore for the purpose of creating a destination for tournament level competitive play for fastpitch softball and baseball to organizations and groups for their enjoyment of this growing sport and its recreational values.

B. The function of the City is to manage, protect, and promote public park and recreational values and opportunities and to interpret these values effectively and provide facilities and services consistent with the purpose of the park that are necessary for its full enjoyment.

C. The City has determined that it requires certain professional services to develop and solidify the City's position as a destination for competitive tournaments for the next several years by building a comprehensive schedule or following through nationally-recognized organizations. The services include, but are not limited to, the operation and routine maintenance of Rosetta Canyon Sports Park fields that promotes the above stated purposes of the facility and to promote the safety and convenience of the general public in the use and enjoyment of, and the enhancement of competitive tournament level play, as well as recreational and park experiences.

D. Operator possesses the skill, experience, ability, background, and knowledge to perform the services described in this Agreement on the terms and conditions described herein.

E. City desires to retain Operator to perform the services as provided herein and Operator desires to provide such professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Operator shall perform the following services at the Rosetta Canyon Sports Park (hereinafter the "Premises") in accordance with Exhibit B and the terms and conditions hereinafter specified:

1.1 Park Operations. Operate Rosetta Canyon Sports Park football/soccer field, warmup areas, and the 5-field, star softball field venue including concession stand and day use areas by operating the concession stand, scheduling facility use, promoting and developing quality tournaments, and assisting the city in marketing efforts with hotels and other tourism businesses.

1.2 Concession Stand Operations. Operate the concession stand by selling prepackaged food and non-alcoholic beverages. Operator must maintain an inventory of all merchandise required to meet the reasonable needs of the public. All food and beverages sold shall conform to federal, state, and local food laws and

regulations. Operator may utilize up to two secured storage containers for use and other patron services, at the sole cost and expense of the Operator. If such containers are utilized, they may be moved or removed within 30 days at City Manager's request.

1.3 Staffing.

- 1.3.1 Operator shall maintain a qualified and adequate staff to perform the services set forth in this Agreement. Operator shall designate one member of the staff as an Operations Manager with whom City may deal on a daily basis. Operations Manager shall be skilled in the management of businesses similar to the tournament facility operations and shall be subject to reasonable approval by the City Manager. The Operations Manager shall devote substantial time and attention to and be fully acquainted with the operations of the Premises, familiar with the terms and conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operations thereof.
- 1.3.2 If an employee of the Operator is found to be detrimental to the interest of the public, the City reserves the right to provide the Operator with written notice and Operator shall transfer or reassign any such employee within a reasonable period of time and such employee shall not be assigned to any other City facility.
- 1.3.3 Operator warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services herein meet the citizenship or a lien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Operator shall obtain, from all covered employees performing services here in, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Operator shall retain such documentation for all covered employees for the period prescribed by law. Operator shall indemnify, defend, and hold harmless, the City, its agents, officers and employees from employer sanctions and any other liability which may be assessed against Operator or City or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.
- 1.3.4 Operator shall file with the City Manager a certificate for each member of the food and beverage staff showing that within the last two (2) years, such person has been examined and has been found to be free of communicable tuberculosis. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division

2 of the California Business and Professions Code, or a notice from a public health agency or unit of the Tuberculosis Association which indicates freedom from active tuberculosis.

1.4 Open Hours. Operator agrees to operate the Premises and maintain open hours daily as noted in Exhibit B.

1.5 Schedule of Fees. Operator shall maintain and post a complete schedule of prices for all fees, charges, goods, rentals, and services supplied to the public on or from the Premises as established by the City in consultation with the Operator.

1.6 Quality of Services. Service to the public, with goods, services, and merchandise of a high quality and at reasonable charges, is of prime concern to the City and is considered a part of the consideration for this Agreement. Therefore, Operator agrees to operate the Premises in a first-class manner, and comparable to other first-class facilities providing similar activities, programs and services. Where such facilities are provided, Operator shall maintain a high standard of service at least equal to that of similar events and programs conducted on City parks and/or adjacent communities and to those prevailing in such areas for similar products and services, and without discrimination. Operator, following receipt of written notification there of, shall immediately remove or withdraw from sale of any goods or services which may be found objectionable to the City Manager based on findings that the provision of such goods or services is harmful to the public welfare.

1.7 Utilities. With respect to the Premises, City shall provide and pay for any necessary utilities, including water and electricity, consumed by Operator in the operation of the Premises. Operator waives any and all claims against City for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the Premises. City shall pay for any new connections to the existing utility services necessary for the operation of the Premises.

1.8 Maintenance and Repair of Premises. During the term of this Agreement, City shall be responsible at its sole cost and expense, for conducting all Maintenance and Repair of the Premises in order to assure that the Premises are maintained in a reasonable good state of repair and the improvements thereon are preserved for a reasonable useful life. "Maintenance and Repair" shall include but not be limited to, maintaining fire clearance, tree trimming and removal, repair of broken fixtures and facilities, plumbing and electrical fixtures, and equipment. The City will maintain the public restrooms, trash pick-up, minor repairs/replacement to equipment, pest inspection and control, landscape mowing and edging, shrub trimming and non-reoccurring removal of hanging tree limbs, vacuuming, wiping, and cleaning of all adjacent grounds and walks. Notwithstanding the foregoing, the City shall have no obligation to maintain or repair any equipment owned by Operator (including rentals equipment) related to the operation thereof.

1.9 Housekeeping. During the term of this Agreement, Operator shall be responsible at its sole cost and expense, for conducting all Housekeeping duties of the Premises in order to assure that the Premises are in good condition, and kept in a clean, safe, wholesome and sanitary condition free of trash, garbage, or obstructions of any kind. Operator shall provide all necessary equipment, materials and supplies used for housekeeping purposes, such as but not limited to, sanitary, landscaping, and cleaning supplies. Housekeeping shall include but not be limited to, cleaning of concession stand.

1.10 Office and Service Supplies. During the term of this Agreement, Operator shall be responsible at its sole cost and expense, for purchasing and maintaining all necessary office supplies, employee uniforms and other supplies required to perform the services hereunder.

1.11 Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Premises and within a distance of fifty (50) feet thereof, and Operator shall prevent any accumulation thereof from occurring. Operator shall furnish all equipment and materials necessary, including trash receptacles of the size, type, color and number required by the City Manager, to maintain the Premises and the area within a distance of fifty (50) feet thereof in a sanitary condition. City shall provide that all refuse is collected no less than once a week by its existing franchise hauler.

1.12 Advertising and Promotions. Operator shall be responsible for the sole cost and expense of advertising related to the Premises. All advertising and promotional materials shall receive approval from the City Manager prior to being distributed. Any advertising or promotional materials promulgated by the Operator shall include the words "Lake Elsinore" as part of the name or identification of the Premises.

1.13 Events. Except as provided in Exhibit B, Operator shall not promote or sponsor private or public events on the Premises, unless authorized by a special event permit issued by the City of Lake Elsinore.

1.14 Security. City, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the Premises from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the City Manager.

1.15 Safety. Operator shall immediately notify City of any unsafe condition on the Premises and correct any unsafe practices occurring thereon. Operator shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the Premises. Operator shall cooperate fully with City in the investigation of any accidental injury or death occurring on the Premises, including a prompt report thereof to the City Manager. Operator shall cooperate and comply fully with county, state, municipal, federal or any other regulatory agency having jurisdiction there over, regarding any safety inspections and certifications of any and all Operator's structures, enclosures, vehicles, booths, equipment and rides.

1.16 Disorderly Conduct. Operator agrees to exercise every reasonable effort to not allow any loud boisterous or disorderly persons about the Premises.

1.17 Illegal Activity. Operator shall not permit any illegal activities to be conducted upon the Premises.

1.18 Maximize Use. Operator shall use its best efforts to maximize the use of the Premises and the facilities thereon in accordance with the conditions herein. However, Operator shall not interfere with public use of the remaining areas.

1.19 Construction. In the event City constructs or causes to be constructed new facilities and/or improvements at the Premises, this Agreement shall continue in full force and effect except that the payments to be made by Operator shall be abated and/or other relief afforded to the extent that the City Manager may determine the construction interferes with the authorized operations, provided a claim therefor is filed with the City Manager within thirty (30) days of commencement of construction. Operator agrees to cooperate with City in the event the construction affects the Premises by vacating and removing therefrom all items of inventory, containers, equipment and furnishings for such periods as are required by the construction of the new facilities. Operator further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

1.20 Right of Entry. Any officers and/or authorized employees of the City may enter upon the Premises at any and all reasonable times for the purpose of determining whether or not Operator is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the City.

2. Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on July 1, 2023 and ending June 30, 2024. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms by giving written notice thereof to Consultant not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

3. Compensation. Commencing as of the Effective Date, Operator shall perform services hereunder Friday through Monday and compensation paid by City to Operator for such services shall be One Hundred and Fifty Thousand dollars (\$150,000) annually, or \$12,500 per month for management services, and up to Sixty-Two Thousand Four Hundred dollars (\$62,400) for field maintenance plus reimbursables. Out of pocket expenses shall be approved by City prior to being expended and will be reimbursed at cost without an inflator or administrative charge.

4. Method of Payment. City shall pay Operator in equal monthly installments, plus approved reimbursables. Operator shall submit monthly reports and invoice to the City describing the services and related work performed during the preceding month, the date the services were performed and a description of any reimbursable expenditures.

5. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Operator at least thirty (30) days prior written notice. Upon receipt of such notice, the Operator shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Operator the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Operator will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

6. Ownership of Documents. All documents, receipts, and reports prepared by the Operator, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Operator for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Operator or to any other party. Operator shall, at Operator's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City acknowledges that any use of such materials in a manner beyond the intended purpose as set forth herein shall be at the sole risk of the City. City further agrees to defend, indemnify and hold harmless Operator, its officers, officials, agents, employees and volunteers from any claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the City's use of such materials in a manner beyond the intended purpose as set forth herein.

a. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Operator under this Agreement ("Documents & Data"). Operator shall require that all subcontractor agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Operator represents and warrants that Operator has the legal right to license any and all Documents & Data. Operator makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Operator or provided to Operator by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

b. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Operator in connection with the performance of this Agreement shall be held confidential by Operator. Such materials shall not, without the prior written consent of City, be used by Operator for any purposes other than the performance of

the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Operator which is otherwise known to Operator or is generally known, or has become known, to the related industry shall be deemed confidential. Operator shall not use City's name or insignia, photographs relating to project for which Operator's services are rendered, or any publicity pertaining to the Operator's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7. Operator's Books and Records.

a. Operator shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Operator to this Agreement.

b. Operator shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Operator's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Operator's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Operator, Operator's representatives, or Operator's successor-in-interest.

8. Independent Operator. It is understood that Operator, in the performance of the work and services agreed to be performed, shall act as and be an independent Operator and shall not act as an agent or employee of the City.

9. PERS Eligibility Indemnification. In the event that Operator or any employee, agent, or subcontractor of Operator providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Operator shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Operator or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary, Operator and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. Interests of Operator. Operator (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Operator's services hereunder. Operator further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Operator is not a designated employee within the meaning of the Political Reform Act because Operator:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

11. Professional Ability of Operator. City has relied upon the professional training and ability of Operator to perform the services hereunder as a material inducement to enter into this Agreement. Operator shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Operator under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Operator's field of expertise.

12. Compliance with Laws. Operator shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. Licenses. Operator represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Operator to practice its profession. Operator represents and warrants to City that Operator shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Operator to practice its profession. Operator shall maintain a City of Lake Elsinore business license.

14. Indemnity. Operator shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Operator or its employees, subcontractors, or agents, by acts for which they could

be held strictly liable, or by the quality or character of their work. The foregoing obligation of Operator shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Operator or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Operator to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Operator from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Operator acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

15. Insurance Requirements.

a. Insurance. Operator, at Operator's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Operator shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Operator shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Operator for City. In the event that Operator is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Operator shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Operator shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Operator shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the

Operator arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Operator, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Operator shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Operator shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed

to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Operator: TC Sports, Inc.
Attn: Mr. Travis Cotsenmoyer
14427 Meridian Pkwy Ste F
Riverside, CA 92518

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Operator. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Operator and City and approved as to form by the City Attorney.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Operator. Assignments of any or all rights, duties or obligations of the Operator under this Agreement will be permitted only with the express consent of the City. Operator shall not subcontract any portion of the work to be performed under this Agreement except with the prior written authorization of the City. If City consents to such subcontract, Operator shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

26. Authority to Enter Agreement. Operator has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

27. Prohibited Interests. Operator maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Operator, to solicit or secure this Agreement. Further, Operator warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Operator, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

28. Equal Opportunity Employment. Operator represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

29. Prevailing Wages. Operator is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects.

Operator agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Operator shall bear all risks of payment or non-payment of prevailing wages under California law, and Operator hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“OPERATOR”

TC Sports, Inc., a California Corporation

City Manager

By: Travis Cotsenmoyer, President

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments:

Exhibit A – Premises Map
Exhibit B – Scope of Services

Exhibit A – Premises Map



Exhibit B

Field Allocation Process

1. Operator will take the field allocation process over for all weekends of the year (Friday – Monday) and will, upon mutual agreement by Operator and City, undertake the field allocation process 7 days a week.
2. Operator will educate all users and patrons that nuts in shells are prohibited, especially Sunflower Seeds as they are a potential threat to health and safety of visitors to the park. The seeds or shells could easily end up in the artificial turf which could create MRSA and other diseases and health concerns.
3. Operator will educate all umpires and organization hosts of the “No Sunflower Seeds” policy and to encourage compliance, fines or forfeiture of deposits and could include denial of future rental or use of the fields.
4. Provide one weekend per year to Lake Elsinore Girls Softball (LEGS) Recreation League for a tournament at no cost.
5. Operator would invoice the customer and make sure payment was received prior to the payment deadline. (city decided and dictated date)
 - a. Payment would go directly to the city.
 - b. If payment was not received in time, the user group will forfeit their date and an effort to find a replacement will be made. The original user group will not be awarded dates at the complex moving forward.
6. Operator will require user groups to have official date requests submitted by early September of the year prior of allocation dates and will publish the awarded dates by the beginning of November for the following year.
 - a. Proven organizations and events will have the potential to lock in 2-3 yr contracts on the same dates from year to year, as long as they continue to produce at a high quality. Operator will have the ability to terminate this contract if the event does not continue to produce high registration and attendance.
7. Operator will look to plug user groups into the facility that meet the vision for the complex.
 - a. High-end, high-profile, highly-sought after events.
 - b. Events that drive non-local people into the City of Lake Elsinore.
 - c. Events that will help develop the sport of women’s fast pitch softball.
 - d. Events that bring good press to the City of Lake Elsinore.
8. Operator will collect liability insurance and waivers from each user group by the same date as the payment and email to a city appointed official for the city’s record.
9. Operator will have a Facility Manager(s) for Rosetta Canyon Sports Park.
10. Operator will communicate with appointed city official with written requests for any product or equipment needs.

SNACK BAR

1. Operator will allocate the snack bar at their discretion
2. Operator will remit payment of rental in accordance with the City's fees

FIELD MAINTENANCE

1. Operator will hire 3 weekend only staffers to maintain the five (5) softball fields during the weekend events.
 - a. Staffers will be experienced and trained.
 - b. The City of Lake Elsinore will reimburse the Operator for each of these staffers weekend work in the amount of \$200 per staffer. (In addition to the Management Fee)
 - c. Operator will look to reduce cost when able. If event organizer does not fill the entire park or is not in need of 3 field personnel, Operator will look to reduce the staff.
 - d. Operator will report the amount of staff per weekend to the city in a monthly report / invoice.
2. Operator will have access to city field equipment and on site storage.

RAIN PROCEDURE

1. Operator will provide an individual on site during the rain period to evaluate the quality of the fields. They will make the final decision on if play will continue or not. The goal would be to continue to play but only in safe enough conditions.
2. Operator will make sure quick dry product is stocked (Spill King preferred) and on site.

WEEKDAY MANAGEMENT

1. City and Operator will look to transition into a full weekday management arrangement in the near future. To do so another full time employee would be assigned to the Rosetta Canyon Sports Park by the Operator.
2. The City Manager has authority to direct the scope of staffing at the facility to meet the needs of the City.



23 Years of Serving College Coaches Across the Country

August 7, 2023

To Whom It May Concern:

My name is Derek Allister, and my wife, Joann, and I own OnDeck Softball, Inc. – the most trusted and influential college scouting service in the country. We are in the middle of our 23rd year. We work with hundreds of Division 1 college softball programs, and many smaller schools at the Division 2, Division 3, NAIA, and Junior College levels. I am also the chair of the selection committee for the USA Jr. National Team program.

In order to describe the scope of OnDeck, last Spring 481 former OnDeck players played on one of the 64 teams that made the NCAA tournament. 142 played in the 16 team Super Regionals. And 81 former OnDeck players played on the eight teams in the Women's College World Series. I say this not to promote OnDeck, but to establish the fact that we are very much in tune with the softball world. And we are a highly respected voice from the grassroots level of the game all the way up to the top tier.

Which leads me to the purpose of my letter. I think it is important for you all to know that Rosetta Canyon Sports Park is one of the premier softball venues in the travel ball world. In softball, Hall of Fame Stadium, Oklahoma; Clearwater, Florida; Aurora Sports Park, Colorado; Huntington Beach Sports Complex, California; USSSA Space Coast Complex, Florida; and Rosetta Canyon Sports Park are the premier softball complexes across the country. Say "Rosetta Canyon" to any Division 1 softball coach, and he/she will know exactly where that is located in Southern California. Fly into Ontario and head south on the 15 to Lake Elsinore. Everyone simply refers to these venues as OKC, Clearwater, Aurora, Huntington Beach, Space Coast, and Rosetta. No other softball complexes are as revered as these six parks.

Rosetta is so highly regarded for a reason. Not only is it a beautiful venue. It also has very well-maintained playing surfaces. The five-field complex is comprised of actual fastpitch fields, as opposed to slow pitch. The grounds crew, led by Eric, is top three on the list. Aurora and OKC are the only other venues that can even compare. Travis Cotsenmoyer, who is so instrumental in scheduling, is highly regarded as well and is known for being one of the most respected, fair and honest people in the sport. When you schedule Rosetta, you know exactly what to expect – first class facilities and first class service. And finally the weather is most often a plus. Sure it can get hot in the summer. But I clearly remember a Fall weekend when we were holding our OnDeck Organizational Challenge (OTE). Every other venue in Southern California was rained out that weekend. We were the only event going, and the entire softball world's West Coast focus was on Rosetta and OnDeck. This was all possible because of a fortunate weather pattern; great fields; Eric and his grounds crew; and Travis and his willingness to never give up on his partners.

As a result of these factors, Rosetta plays host to some of the biggest events on the softball calendar. Just a few I can pull off the top of my head - the Alliance Super Cup in January; April's Finest in April; Zoom Into June in early June; OnDeck's Rosetta Canyon Jamboree in June; Triple Crown Nationals in July; Alliance Nationals in July

and August; OnDeck's OTE in October; Don Battles On in November; and many more. It's important to note that these are not just tournaments. Rather they are nationally recognized events on the softball calendar.

It is my hope that you will recognize and truly value the role "Rosetta" plays on the National softball scene. Rosetta is valued as a first class venue run by first class people. I am hoping that this will continue for many, many years to come. If you have any questions, please feel free to call me on my cell phone listed below. Take care and best wishes.

Derek Allister
Co-Owner
OnDeck Softball, Inc.
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LAKE ELSINORE VALLEY CHAMBER OF COMMERCE

August 8, 2023

Good evening, Mayor Johnson, Mayor Pro-Tem Steve Manos, Councilmembers Bob Magee, Tim Sheridan & Brian Tisdale along with our City Manager Jason Simpson,

On behalf of the Lake Elsinore Valley Chamber of Commerce, Michele and I ask you to consider the economic impact of bringing hundreds of travel ball sports teams to our community to utilize the fields at Rosetta Canyon Sports Park as you consider the Triple Crown contract for management of those sports fields.

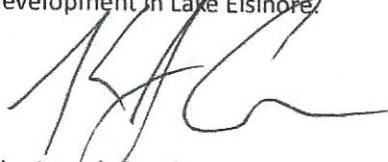
Allowing travel sports teams to come to Lake Elsinore and utilize one of our sports fields has been and continues to be an economic driver for restaurants and businesses not only on the Central/Highway 74 corridor, but throughout the entire City of Lake Elsinore. In addition to the already existing restaurants and businesses on the Central Avenue corridor, there is potential for additional eateries, grocers and other businesses surrounding the Rosetta Canyon community. These businesses will not only service visitors, but also our residents.

Additionally, as we attract sports teams from all over the country to visit and play in our beautiful city, everyone visiting will need a place to stay overnight. This creates the possibility to attract much needed motel and hotel accommodations in our community.

Our city is fortunate to have 23 beautiful parks throughout our community. Many of which are utilized for youth sports activities. As our city grows, more parks will be built and utilized for local youth sports teams. We believe from a Chamber of Commerce perspective that to have recreation, you must have commerce and commerce spurs economic development.

Rosetta Canyon Park and our relationship with Triple Crown Sports has spurred A LOT of development over the years and specifically led to the submittal of the recent applications by Jack in the Box and Human Bean. We have used this relationship and its visitor impact at ICSC to advance conversations on everything from grocers to sit down eateries to hotel room developments.

As President/CEO and Chairwoman of the Lake Elsinore Valley Chamber of Commerce board, we Sincerely ask you to move forward and approve this contract to help continue the economic development in Lake Elsinore.



Kim Joseph Cousins



Michele Munoz

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