



City of Rockville
Rockville, Maryland

Youth Baseball and Softball Program Agreement –2025

This Youth Baseball and Softball Program Agreement for 2025 (this “**2025 Agreement**”) is made this 19 day of March, 2025 (the “**Effective Date**”), by and between THE MAYOR AND COUNCIL OF ROCKVILLE, a body politic and Maryland municipal corporation (the “**Mayor and Council**” or “**City**”), acting through its City Manager, and ROCKVILLE BASEBALL ASSOCIATION, INC., a nonstock corporation (“**RBBA**”). The Mayor and Council and RBBA are the “**Parties**” to this Agreement.

RECITALS

- A. The Mayor and Council own and operate fields and facilities (“**City Recreational Facilities**”) available for the recreational use of the general public; and
- B. The Rockville City Code authorizes the City to procure, without competition, instructional and facilitating services for recreational programs or events offered or sponsored by the City.
- C. RBBA provides and operates youth baseball and softball program services for the City at City Recreational Facilities through a program known as the “**RBBA Youth Baseball and Softball Program**” for the benefit of residents of the City of Rockville and surrounding communities; and
- D. RBBA desires to utilize certain City Recreational Facilities to provide and operate its RBBA Youth Baseball and Softball Program during the spring and fall of 2025, and for two years thereafter; and
- E. Previously, RBBA has provided such services through a Youth Baseball and Softball Program Agreement – 2023, executed with an effective date of May 4th, 2023; and
- F. This 2025 Agreement is exempt from competitive procurement pursuant to Section 17-87(a)(11) of the Rockville City Code which exemption is for the following: “Procurement of entertainment, instructional, facilitating, or educational services for City officials, staff, or residents, or for social, cultural, or recreational programs or events offered or sponsored by the City”; and

G. This 2025 Agreement is for an amount of funding under \$250,000 and therefore within the authority of the City Manager to award and execute pursuant to Section 17-39 of the Rockville City Code; and

H. The City Manager is therefore awarding this 2025 Agreement to permit RBBA to utilize certain City Recreational Facilities to provide and operate the RBBA Youth Baseball and Softball Program during the spring and fall 2025 baseball seasons unless terminated earlier as set forth in this 2025 Agreement, pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement by reference, the mutual promises and covenants in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. Term. This Agreement commences on the Effective Date and expires on December 31, 2025, unless terminated sooner in accordance with Section XIV, below.

II. City Fields and Facilities. The Mayor and Council agrees to make the following City Recreational Facilities (collectively, the “**Recreation and Park Facilities**”) available to RBBA from April 1, of 2025, through November 20, of 2025:

- a. Baseball fields and associated buildings at Dogwood Park, including the snack bar and storage closets,
- b. Baseball fields in other locations owned by the Mayor and Council, subject to availability, and
- c. A storage bay in the Recreation and Parks warehouse and meeting rooms that are available to the public at the Rockville Senior Center, subject to availability.

III. Facility Operation and Maintenance.

- a. Dogwood Park. At Dogwood Park, the City Manager or his designee agrees to, as may be reasonably requested by RBBA, turn field lights on and off, unlock and lock fields up, and open and close bathrooms.
- b. Other Recreation and Park Facilities.
 - (i) At other game sites, including Potomac Woods Park, Woodley Gardens Park, and Elwood Smith Park, the City Manager or his designee will provide an ADA accessible portable toilet for which half the cost will be paid by RBBA. The City Manager or his designee will invoice RBBA for its shared costs of the ADA accessible portable toilets, and RBBA will pay the invoice within 15 days of the date of the invoice.
 - (ii) There are no dumpsters at these fields. Therefore, RBBA is responsible for complete removal of all trash and recycling.

- c. **Trash and Recycling.** RBBA agrees to set and enforce a trash and recycling policy at each field to ensure teams are responsible for removing trash and recycling products from the field. RBBA must provide the City Manager or his designee with a copy of this policy within two weeks of the Effective Date. RBBA's failure to abide by this policy during the term of this Agreement may result in additional charges to RBBA for the removal of trash and recycling.

IV. Closure of City Fields and Facilities. RBBA agrees to abide by any decision by the City Manager to close any or all of the Recreation and Park Facilities based on weather conditions or other considerations.

V. Equipment. The City Manager or his designee agrees to provide City-owned bases and pitching rubbers field equipment available for RBBA's use upon request. RBBA shall return this equipment to the City Manager or his designee in good, usable condition. RBBA shall replace any equipment that becomes unusable, or is lost, or destroyed.

VI. Participant Fees.

- a. By May 1, 2025, RBBA shall provide the City Manager or his designee with a list of participants in its spring RBBA Youth Baseball and Softball Program, including each participant's age and validated place of residence. By June 15, 2025, RBBA must pay the Mayor and Council a per-participant fee of \$40 per City of Rockville resident and \$50 per non-City of Rockville resident for all participants in the RBBA recreational baseball program and \$20 per participant in the RBBA youth softball and travel baseball programs, based on the participant list provided by RBBA in accordance with this Section. RBBA shall use "**Exhibit A**" for reporting this information.
- b. By October 15, 2025, RBBA agrees to provide the City Manager or his designee with a list of participants in its fall RBBA Youth Baseball and Softball Program, including each participant's age and validated place of residence. By December 15, 2025, RBBA must pay the Mayor and Council a per-participant fee of \$15 per City resident and \$20 per non-City resident in the RBBA recreational baseball and softball programs and \$30 per participant in the RBBA travel baseball and softball programs, based on the participant list provided by RBBA in accordance with this Section. RBBA shall use "**Exhibit B**" for reporting this information.
- c. By July 15, 2025, , RBBA agrees to provide the City Manager or his designee with a list of teams participating in its summer RBBA Youth Baseball and Softball Tournaments, By September 15, 2025, , RBBA must pay the Mayor and Council a per-team fee of \$50 per RBBA affiliated team and \$100 per non-RBBA affiliated team in the RBBA Tournaments based on the team list provided by RBBA in accordance with this Section. RBBA shall use Exhibit C for reporting this information.

- VII. City Resident Participation.** RBBA agrees to provide targeted outreach to communities within the City of Rockville, with the goal of ensuring that over 50% of all RBBA participants are residents of the City of Rockville.
- VIII. Participation Minimums.** RBBA shall reach a minimum of 400 participants by the scheduled start date of its spring season and 100 participants by the scheduled start date of its fall season.
- IX. City Staff Liaison.** The City Manager agrees to assign a member of the Recreation and Park's staff (the "**City Liaison**") to:
- a. Serve as a point of contact for RBBA,
 - b. Provide information on City of Rockville policies and procedures relevant to RBBA's youth baseball and softball program, and
 - c. Allocate and permit RBBA's use of Recreation and Park Facilities. The City Manager will provide RBBA with the City Liaison's contact information within one week of the Effective Date.
- X. Reports.**
- a. RBBA agrees to provide an annual report to the Mayor and Council and the City Manager by December 15 2025. The annual report must be based on the template provided in "**Exhibit D**" of this document. The annual report must also include proof of RBBA's current 501(c)(3) tax exempt status.
 - b. By March 1, 2025, RBBA shall provide the City Manager or designee with the number of participants and teams currently registered in each division of its spring Youth Baseball and Softball Program. This information will assist in initiating the field allocation process.
 - c. By August 10, 2025, RBBA shall provide the City Manager or designee with the number of participants and teams currently registered in each division of its fall Youth Baseball and Softball Program. This information will assist in initiating the field allocation process.
- XI. RBBA Staff and Volunteers.** RBBA agrees that RBBA will:
- a. Require all of its officers, managers, and coaches to submit to and pass a criminal background check.
 - b. Require all coaches to receive USA Baseball Level A certification and to maintain coaches' certification records.
 - c. Adhere to Maryland law regarding concussion policy and awareness.

XII. Equal Employment. RBBA will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. RBBA will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. RBBA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the RBBA fails to comply with this provision or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this Agreement may be declared void *ab initio*, cancelled, terminated or suspended in whole or in part and RBBA may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, RBBA will permit access to RBBA's books, records, and accounts. If the City Manager concludes that RBBA has failed to comply with this nondiscrimination clause, the remedies set out above may be invoked.

XIII. Insurance. RBBA must obtain, at its own cost and expense, and keep in full force and effect during the term of the Agreement including all extensions, a Commercial General Liability policy with a minimum per occurrence liability limit of \$1,000,000 with an insurance company licensed to do business in the State of Maryland as evidenced by a certificate of insurance and/or copies of the insurance policies.

- a. RBBA's insurance coverage shall be primary insurance for the City of Rockville, its elected and appointed officials, officers, consultants, agents, and employees and any insurance or self-insurance maintained by the City of Rockville, shall be exclusive of RBBA's insurance and shall not be called upon to contribute with the City of Rockville's insurance.

b. Policy Cancellation

No change, cancellation or non-renewal shall be made in any insurance coverage without a 30-day written notice to the City's Risk Manager. RBBA shall furnish a new certificate prior to any change or cancellation date. The failure of RBBA to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

c. Additional Insured

The Mayor and Council of Rockville must be named as additional insured on RBBA's General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

CERTIFICATE HOLDER

The Mayor and Council of Rockville

(Youth Baseball and Softball Program Agreement – 2025)

City Hall

111 Maryland Avenue

Rockville, MD 20850

XIV. Termination. This Agreement may be terminated in whole or in part under the following circumstances.

- a. Each of the RBBA's obligations under this Agreement shall be deemed material. If RBBA fails to perform any of its obligations under this Agreement, including but not limited to the participation minimums set out in Section VIII above, the City Manager may terminate this Agreement upon 10 business days advance notice ("**Notice Period**") to RBBA, specifying RBBA's breach and providing RBBA with the opportunity to cure the specified breach within the Notice Period or in those instances where the specified breach cannot reasonably be cured within the Notice Period, the opportunity to commence to cure the specified breach. In the event RBBA fails to cure or commence to cure the specified breach within the Notice Period, this Agreement shall be terminated.
- b. In the event of termination under this section, the City Manager or his designee shall provide RBBA with an invoice detailing 50% of all City funds expended on RBBA's youth baseball and softball program pursuant to this Agreement up to the date of termination. RBBA shall reimburse the City the full amount shown on the invoice within 30 days of receipt of the invoice.
- c. The City Manager is authorized to terminate this Agreement pursuant to this Section on behalf of the Mayor and Council.

XV. Miscellaneous Provisions.

- a. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between RBBA and the City shall be given either by (a) personal service, (b) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (c) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (d) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the City:

City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Tara Stewart, Director of Recreation & Parks
Email: tstewart@rockvillemd.gov

With a Copies to:

Jeff Mihelich, City Manager
Email: jmihelich@rockvillemd.gov

Robert E. Dawson, City Attorney
Email: rdawson@rockvillemd.gov

To RBBA:

Pete Lim, President
PO Box 42,
Rockville, MD, 20848
Email: president@rbba.org

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

- b. Relationship of Parties. No relationship of employment, partnership, joint venture or other joint enterprise shall be deemed to be created by and among the Parties pursuant to this Agreement.
- c. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Agreement.
- d. Assignment. RBBA shall not assign or transfer any interest in this Agreement nor the performance of any of the RBBA's obligations under this Agreement, without the prior written consent of the City Manager. In the event the City Manager determines that any of the rights, duties, obligations under this Agreement have been subcontracted or assigned to another vendor by RBBA, without the written consent of the City Manager, then the City Manager may exercise its right to take any appropriate remedy including, without limitation, termination of this Agreement.

- e. No Third-Party Beneficiaries. No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party to this Agreement, whether a third-party beneficiary or otherwise.
- f. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected by the court's decision to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.
- g. Indemnification. RBBA indemnifies and holds harmless, the Mayor and Council, its employees, agents, successors and assigns against liability for any suits, actions or claims of any character arising from or related to the performance by RBBA (or its officers, agents, employees, successors and assigns) of any of its rights or obligations under this Agreement or its operation of a youth baseball program pursuant to this Agreement. This section shall survive the term of this Agreement.
- h. Liability. RBBA releases the Mayor and Council, its employees and agents, from and agrees that the Mayor and Council, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by or asserted or imposed against the Mayor and Council, its employees and agents, as a result of or in connection with RBBA's youth baseball program and any activities conducted pursuant to this Agreement, except for the gross negligence or willful misconduct of the Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.
- i. No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing Party shall not be entitled to attorneys' fees.
- j. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland. Each Party consents to the jurisdiction and venue of the courts of Montgomery County, Maryland.
- k. Entire Agreement, Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned, or incidental, and supersedes all negotiations and previous agreements between the Parties. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications must be in writing and signed by the appropriate authorities of the Parties. The Mayor and Council's failure to act with

respect to a breach by RBBA does not waive its right to act with respect to subsequent or similar breaches. The failure of the Mayor and Council to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

- l. Exhibits. All Exhibits referred to in this Agreement are by such references fully incorporated in this Agreement.
- m. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

[signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

**THE MAYOR AND COUNCIL OF
ROCKVILLE**, a Maryland municipal corporation

By: Jeff Mihelich
Jeff Mihelich, City Manager

Date: 3/20/2025

Approved as to Legal Sufficiency:

Robert Dawson 3/20/2025
Robert Dawson,
City Attorney

**ROCKVILLE BASEBALL ASSOCIATION,
INC.**, a Maryland nonstock corporation

By: Pete Lim
Pete Lim, President

Date: 3/19/2025

Exhibit A

RBBA Invoice Spring
Payment must be received by June 30th

Fees to be paid by RBBA

Rec Players	Number	Fee	Total
Total Residents		\$ 40.00	\$ -
Total Non-Residents		\$ 50.00	\$ -
Softball Players		\$ 20.00	\$ -
Travel Baseball and Softball Players		\$ 20.00	\$ -
Total	0		\$ -

Portable Toilets	Months	Fee	Total (50% Split with City)
David Scull		\$ 180.00	\$ -
Dogwood Walter Johnson		\$ 180.00	\$ -
Elwood Smith		\$ 180.00	\$ -
Potomac Woods		\$ 180.00	\$ -
Woodley Gardens		\$ 180.00	\$ -
Total			\$ -

City of Rockville Fees Total:			\$ -
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Credits to RBBA

City Scholarships	Number	Amount	Total
Baseball Scholarships		\$ 200.00	\$ -
Softball Scholarships		\$ 175.00	\$ -
Total			\$ -

Uniform Credits	Number	Amount	Total
Youth Team Uniforms Provided		\$ 50.00	\$ -
Adult Team Uniforms Provided		\$ 125.00	\$ -
Total			\$ -

Total Credits			\$ -
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Grand Total Owed to the City of Rockville	\$	-
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Exhibit B

RBBA Fall Invoice
Payment must be received by January 15th

Fees to be paid by RBBA			
Rec Players	Number	Fee	Total
Total Residents Baseball and Softball		\$ 15.00	\$ -
Total Non-Residents Baseball and Softball		\$ 20.00	\$ -
Travel Baseball and Softball Players		\$ 30.00	\$ -
Total	0		\$ -

Portable Toilets	Months	Fee	Total (50% split with City)
Elwood Smith		\$ 180.00	\$ -
David Scull		\$ 180.00	\$ -
Potomac Woods		\$ 180.00	\$ -
Woodley Gardens		\$ 180.00	\$ -
Total			\$ -

City of Rockville Fees Total:			\$ -
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Credits to RBBA

Uniform Credits	Number	Amount	Total
Youth Team Uniforms Provided		\$ 50.00	\$ -
Adult Team Uniforms Provided		\$ 125.00	\$ -
Total			\$ -

Grand Total Owed to the City of Rockville	\$ -
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Exhibit C

RBBA Tournaments Invoice
Payment must be received by September 15th

Fees to be paid by RBBA			
Registered Teams	Number	Fee	Total
RBBA Affiliated Teams		\$ 50.00	\$ -
Non-RBBA affiliated teams		\$ 100.00	\$ -
Total	0		\$ -
Portable Toilets	Months	Fee	Total (50% split with City)
Elwood Smith		\$ 180.00	\$ -
David Scull		\$ 180.00	\$ -
Potomac Woods		\$ 180.00	\$ -
Woodley Gardens		\$ 180.00	\$ -
Total			\$ -
City of Rockville Fees Total:			\$ -
Grand Total Owed to the City of Rockville	\$		-

EXHIBIT D

RBBA Annual Report Template

A. RBBA Mission

1. *Please briefly describe your mission and note if it has changed over the past year.*

B. Summary of Yearly Accomplishments

1. Number of Players who participated in:

Spring Season-

Fall Season-

Tournament-

2. Number of Residents and Nonresidents in:

Spring Season-

Fall Season-

Tournament-

3. Total Number of coaches and total number of NYSCA certifications:

4. Total number of volunteers who assisted with RBBA planning and operations:

C. Progress Report on Goals

1. Please briefly indicate the league's progress on goals articulated in last year's report.

D. Financial Report

1. What was your total expense and revenues this year?
2. What are your budget priorities for the upcoming year?

E. Challenges/ Possible Changes

1. Please describe any challenges you faced this year
2. Please describe any proposed changes for next year