

0150-12328-0000

TRANSMITTAL

TO The Council	DATE 10/25/2023	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT ALL	

**Proposed Agreement with the Los Angeles Dodgers Foundation for Acceptance of 2023
Dodgers DREAMTEAM Program Grant Funds and In-Kind Contributions**

Transmitted for your consideration.
See the City Administrative Officer report attached.



MAYOR
(Chris Thompson for)

MWS:AC:08240006c

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: August 29, 2023

CAO File No. 0150-12328-0000

Council File No. N/A

Council District: ALL

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer



Reference: Transmittal from the Board of Recreation and Parks Commissioners dated April 20, 2023

Subject: **ACCEPTANCE OF 2023 DODGERS DREAMTEAM PROGRAM GRANT FUNDS AND IN-KIND CONTRIBUTIONS FROM THE LOS ANGELES DODGERS FOUNDATION**

RECOMMENDATION

That the Council, subject to the approval of the Mayor:

- 1.) Authorize the President and Secretary of the Board of Recreation and Parks Commissioners to execute a proposed agreement with the Los Angeles Dodgers Foundation to accept and receive the 2023 Dodgers DREAMTEAM Program Grant award of \$156,180 and in-kind contributions of uniforms, equipment, training, and other items; and,
- 2.) Authorize the Department of Recreation and Parks' Chief Accounting Employee, or designee, to establish the necessary account to appropriate the funding received within Fund 205 – Recreation and Parks Grant, and to make any technical corrections as necessary to carry out the intent of this report.

SUMMARY

The Board of Recreation and Parks Commissioners (Board) requests approval of a proposed agreement with the Los Angeles Dodgers Foundation (LADF) to accept the 2023 Dodgers DREAMTEAM Program Grant, comprised of \$156,180 and in-kind contributions of uniforms, equipment, training, and other items in support of the Department of Recreation and Parks' (Department) operation of the Dodgers DREAMTEAM 2023 season. A copy of the proposed agreement is included in the Department of Recreation and Parks (Department) transmittal attached to this report.

The LADF is a 501(c)(3) non-profit organization and the official team charity of the Los Angeles Dodgers. The Dodgers DREAMTEAM Program (Program) is a comprehensive sports-based youth development program that provides critical resources and services to communities experiencing

social injustices. Through this Program, the LADF works in partnership with affiliate partners to deliver sports-based programming and wraparound services to youth, and supports communities and families across the City.

On February 1, 2023, the LADF informed the Department of its intent to award the Department \$156,180 in Program grant funds, comprised of \$90,180 to offset field maintenance and umpire fees, and \$66,000 to fund two Program coordinators. The Program grant will also provide the Department with in-kind contributions of the following: baseball and softball uniforms consisting of a cap, two jerseys, pants, and socks for each participant; polo shirts for coaches; baseball and softball equipment; recruitment flyers and banners for each site; virtual coaches' trainings; and, virtual fitness clinics. The grant funds and in-kind contributions will be utilized and distributed across the Department's participating 20 locations.

At its meeting of April 20, 2023, the Board of Recreation and Parks Commissioners (Board) approved the Department's submission and acceptance of Program grant funds, subject to the approval of the Mayor and Council. In accordance with Los Angeles Administrative Code Section 14.6(a), the Department must obtain Mayor and Council approval before accepting and receiving a grant award.

FISCAL IMPACT STATEMENT

The recommendations of this report do not result in an additional impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendations of this report comply with the City's Financial Policies in that the grant project will be fully supported by existing budgetary appropriations and grant funds.

MWS:AC:08240006c

Attachment

BOARD OF COMMISSIONERS

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PRESIDENT

LYNN ALVAREZ
VICE PRESIDENT

TAFARAI BAYNE
NICOLE CHASE

TAKISHA SARDIN
BOARD SECRETARY
(213) 202-2640



KAREN BASS
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MATTHEW RUDNICK
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CATHIE SANTO DOMINGO
ASSISTANT GENERAL MANAGER

BELINDA JACKSON
ASSISTANT GENERAL MANAGER

BRENDA AGUIRRE
ASSISTANT GENERAL MANAGER

(213) 202-2633

April 20, 2023

Honorable Karen Bass, Mayor
City of Los Angeles
Room 303, City Hall

Attention: Ms. Heleen Ramirez

Dear Mayor Bass:

In accordance with Executive Directive No. 3, attached herewith is a proposed Grant Agreement for the Department of Recreation and Parks (RAP) to accept and receive the 2023 Dodgers DREAMTEAM Program Grant from the Los Angeles Dodgers Foundation (LADF) consisting of grant funds in the amount of One Hundred Fifty-Six Thousand, One Hundred and Eighty Dollars (\$156,180.00) and in-kind contributions of uniforms, equipment, training and other items in support of RAP's operation of the Dodgers DREAMTEAM 2023 season for the benefit of youth ages 5-15 years.

Also attached is Board Report No. 23-077, which was adopted by the Board of Recreation and Park Commissioners at its Regular Meeting held on April 20, 2023. After your review and recommendation, the proposed Agreement will be submitted to the Board for final action.

If you have any questions with regard to the proposed refund claim, please contact Elaine Piha, Principal Recreation Supervisor I, Pacific Region, at (310) 548-7675.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

TAKISHA SARDIN
Commission Executive Assistant II

Attachments: Report No. 23-077

cc: Elaine Piha, Principal Recreation Supervisor I, Pacific Region



APPROVED

APR 20 2023

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 23-077

DATE April 20, 2023

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: 2023 DODGERS DREAMTEAM PROGRAM GRANT – APPROVAL OF GRANT AGREEMENT AND ACCEPTANCE OF GRANT FUNDS, EQUIPMENT, AND IN-KIND CONTRIBUTIONS FROM THE LOS ANGELES DODGERS FOUNDATION IN SUPPORT OF THE DODGERS DREAMTEAM PROGRAM BENEFITING YOUTH BASEBALL AND GIRLS SOFTBALL LEAGUES FOR THE 2023 SEASON

B. Aguirre	_____	M. Rudnick	_____
*B. Jackson	<u><i>BJ</i></u>	C. Santo Domingo	_____
		N. Williams	_____



 General Manager

Approved X Disapproved _____ Withdrawn _____

If Approved: Board President *Aylin Patanucas* Board Secretary *Sakisha Sarden*

RECOMMENDATIONS

1. Approve the submission by the Department of Recreation and Parks (RAP) of the application for the 2023 Dodgers DREAMTEAM Program Grant from the Los Angeles Dodgers Foundation (LADF) consisting of grant funds in the amount of One Hundred Fifty-Six Thousand, One Hundred and Eighty Dollars (\$156,180.00) and in-kind contributions of uniforms, equipment, training and other items in support of RAP's operation of the Dodgers DREAMTEAM 2023 season for the benefit of youth ages 5-15 years as further detailed in this Report (Grant);
2. Authorize RAP's General Manager or designee to accept, if awarded, and receive the Grant, subject to the approval of the Mayor and City Council;
3. Approve the Grant Agreement (Agreement) in substantially the form attached as Attachment 1 of this Report;
4. Direct RAP staff to transmit a copy of the Agreement to the Mayor in accordance with Executive Directive 3 (Villaraigosa Series), Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and the City Clerk for City Council approval of the Grant, pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended, and upon such approval, to the City Attorney for approval as to form;
5. Authorize RAP's General Manager or designee to accept and receive the Grant, and execute the Agreement upon the receipt of all necessary approvals;

BOARD REPORT

PG. 2 NO. 23-077

6. Authorize RAP's Chief Accounting Employee or designee to establish the necessary account and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the Grant funds, if awarded, to off-set staffing, field maintenance and umpire fees for the 2023 Dodgers DREAMTEAM program; and
7. Authorize RAP's Chief Accounting Employee or designee to make any technical corrections as necessary to carry out the intent of this Report.

SUMMARY

The Los Angeles Dodgers Foundation (LADF) is a 501(c)(3) non-profit organization and the official team charity of the Los Angeles Dodgers. LADF's primary focus is to strengthen and support cornerstone programs in sports, recreation, education, literacy, health, and wellness, which benefit children and families in need throughout the greater Los Angeles region. The Dodgers DREAMTEAM Program (Program), formerly known as the Dodgers RBI Program, is a part of an international Major League Baseball (MLB) initiative, which today encompasses more than 200 cities and over 200,000 youth, helping them grow on and off the baseball field. Over the past nine years, the program has been supported by MLB and LADF; one year by MLB for Spring League 2013 and since by LADF for RAP's Spring Leagues. RAP has submitted the grant application for the 2023 Program that begins in April and will conclude in August.

The following is a list of the twenty (20) recreation centers that are participating in the 2023 Program:

- Algin Sutton Recreation Center
- Baldwin Hills Recreation Center
- Central Recreation Center
- Cypress Recreation Center
- Evergreen Recreation Center
- Gilbert Lindsay Recreation Center
- Harbor City Recreation Center
- Highland Park Recreation Center
- Jackie Tatum Harvard Recreation Center
- Lincoln Park Recreation Center
- Lou Costello Recreation Center
- Montecito Heights Recreation Center
- Normandie Recreation Center
- Pecan Recreation Center
- Ramon Garcia Recreation Center
- Rosecrans Recreation Center
- Ross Snyder Recreation Center
- St. Andrews Recreation Center
- Wabash Recreation Center
- Wilmington Recreation Center

BOARD REPORT

PG. 3 NO. 23-077

The Grant provides support for the 2023 Program for staffing, umpire and field maintenance expenses. The Grant also provides in-kind contributions as follows: baseball and softball uniforms, consisting of a cap, two jerseys, pants, and socks for each participant, polo shirts for coaches, baseball and softball equipment, recruitment flyers and banners for each site, virtual coaches' trainings, and virtual fitness clinics.

FISCAL IMPACT

The Grant provides funding, uniforms, equipment, and in-kind contributions. Acceptance of this Grant has no fiscal impact on RAP's General Fund, as all funding for the Grant is being provided by LADF, at no cost to RAP, for the benefit of participating youth in the 2023 DREAMTEAM Program.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:

Goal No. 2: Offer Affordable and Equitable Recreation Programming

Outcome No. 1: Increase participation in youth sports, fitness and aquatic programs by removing barriers to enrollment, specifically in low income communities of color

Key Metric: Number of youth participants in sports and fitness programs

Result: RAP's Dodgers DREAMTEAM Leagues will train and develop approximately 4,008 girls and boys in baseball and softball

This Report was prepared by Elaine Piha, Principal Recreation Supervisor I, Pacific Region.

ATTACHMENT:

Attachment 1 – Award Letter and Agreement



February 1, 2023

Deanne Dedmon
Superintendent
City of Los Angeles, Department of Recreation and Parks
221 North Figueroa Street, Suite 350
Los Angeles, CA 90012

RE: Support for 2023 Dodgers Dreamteam Program (formerly Dodgers RBI Program) with the City of Los Angeles, Department of Recreation and Parks

Dear Ms. Dedmon,

It is my pleasure to inform you that The Los Angeles Dodgers Foundation, a California nonprofit public benefit corporation (the "Foundation" or "LADF"), has approved a grant to support the Dodgers Dreamteam program (the "Program") with the City of Los Angeles, Department of Recreation and Parks, a government entity (the "Grantee") in the amount of one hundred and fifty six thousand and one hundred and eighty dollars (**\$156,180**) (the "Grant"). This Grant will offset field maintenance and umpire fees (**\$90,180**) along with providing funding for two Dodgers Dreamteam Coordinators (**\$66,000**). This Grant is to support 4,008 youth players at 20 locations for the Grantee's program referred to as the 2023 Dodgers Dreamteam program (See Addendum 1 for approved number of players and locations). In addition to the Grant funds, Grantee will receive the in-kind contribution of uniforms, equipment, recruitment and marketing flyers, banners for each location, educational and health resources and services, coach mentors (Field Champions), coaches training, player development clinics, incentives/giveaways, and complimentary use of LeagueApps, the online registration system and access to special events throughout the season. Grantee can charge no more than fifteen dollars (\$15) per player.

This Grant is contingent upon the Grantee complying with the Dodgers Dreamteam Program Requirements (Addendum 2).

NOTE: Organizations will receive 60% of the program grant based on the Official Program Start Date along with the full amount for the Dodgers Dreamteam Coordinator (contingent upon when LADF is notified that this person is hired). For example, if your program begins in May, organizations should expect to receive the 60% grant portion and funds for the Dodgers Dreamteam Coordinator in May.

Dodgers Dreamteam Grantee Start Date	60% Disbursement Period
April 2023	April 2023
May 2023	May 2023

June 2023	June 2023
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If the program has multiple locations with different start dates, the latest start date will be used for payment schedule.

To receive the remaining 40% of the grant funds, the following must be completed by Grantee:

- a. Ensure registrations for players and coaches are input into LeagueApps. This must be completed prior to any practice or game.
- b. Complete team rosters on LeagueApps prior to any practice or game. Each team roster should include the youth participants and coaches.
- c. Provide complete schedules for the season prior to the first day of games. Grantee is highly encouraged to use the LeagueApps platform.
- d. Ensure that all excess uniform sets and coach polos are returned to LADF within 15 days of the Grantee's last game.
- e. Complete an equipment inventory sheet within 15 days of the league's last games.
- f. To receive 100% of the grant amount, partners must reach at least 90% of approved preseason player projections. For any variance greater than 10%, the grant will be reduced by the equivalent amount. Please note this reduction will not include the Dodgers Dreamteam Coordinator funds. For example, if Grantee projects 1,000 players and only 850 players are registered on LeagueApps, the **TOTAL** grant amount will be reduced by 15% and deducted from the 40% grant payment. If projections are increased after approval by LADF, the new number will be used to determine final season grant calculations.

The Grantee is required to attend the Dodgers Dreamteam Partners Meeting at Dodger Stadium on February 23, 2023 and a partners recap meeting after the end of the season.

This letter is a legally binding agreement (the "Grant Agreement"). This Grant Agreement will become effective upon the Foundation's receipt of the Grant Agreement signed by an authorized representative of the Grantee. Please keep a copy of this Grant Agreement for your files.

Please read the terms and conditions of this Grant Agreement very carefully. The Foundation may withhold payment to the Grantee if the Grantee fails to meet the terms and conditions of the Grant Agreement.

TERMS AND CONDITIONS

- 1. Grant Funds.** The Grantee will use the Grant funds (the amount of which is determined as described above) solely for the Grantee's program purposes of the Dodgers Dreamteam Coordinator, and to offset field maintenance, and umpire fees for the 2023 Dodgers Dreamteam program which brings baseball and softball programs to youth in underserved communities (the "Project"). The Grant shall be made on the schedule as described above.
- 2. In-Kind Contributions.** The Foundation will also provide certain in-kind contributions of uniforms, equipment, recruitment and marketing flyers, banners for each location, educational and health resources and services, coach mentors (Field Champions), coaches

training, player development clinics, incentives/giveaways, complimentary use of LeagueApps, the online registration system and access to special events throughout the 2023 season, as described herein or as agreed to by the Foundation (“In-Kind Contributions”).

- 3. Project.** As an inducement to the Foundation to make the Grant, the Grantee has previously submitted a written application (the “Application”) to the Foundation, which Application includes a description of the Project. The Grantee acknowledges that the Grant is expressly made in reliance on the Application and a review of financial information and a final budget submitted by the Grantee. A copy of the Application and all amendments thereto are attached as Addendum 3. Accordingly, the Grantee shall notify the Foundation immediately, in writing, of any material change in the facts set forth in the Application or in any other information or document submitted to the Foundation.
- 4. Use of the Grant Funds and In-Kind Contributions.** All Grant funds and the In-Kind Contributions shall be used solely to support the Project. Notwithstanding any other provision of this Grant Agreement, the Grant shall be used only for charitable or educational purposes qualifying under Internal Revenue Code (“IRC”) Section 170(c)(2)(B), and neither the Grant funds nor the income therefrom may be used for purposes other than those so described.
- 5. Promises of Grantee.** The Grantee promises to the Foundation that it will:

 - a. Comply with the Dodgers Dreamteam Program Requirements (Addendum 2).
 - b. Not use any portion of the Grant funds or the In-Kind Contributions in a manner inconsistent with IRC Section 501(c)(3), including, without limitation:
 - i. Influencing the outcome of any specific election for candidates to public office, or
 - ii. Inducing or encouraging violations of law or public policy or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3); and
 - c. Not discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry or political affiliation in the performance of this Grant Agreement, the expenditure of the Grant and the undertaking of the Project.
- 6. Use of LeagueApps by Grantee.** LADF will provide an online registration tool called LeagueApps that is mandatory for all Grantees to use. Grantee acknowledges and agrees that:

- a. All Dodgers Dreamteam players and coaches **MUST** be registered on LeagueApps, including, without limitation, obtaining the Foundation’s waiver and release of liability as provided in Addendum 4, prior to any practice or game.
 - b. All Dodgers Dreamteam players must be organized onto teams with each team having a minimum of one registered coach.
 - c. All Grantees must attend a mandatory LeagueApps training that will be scheduled by LADF.
 - d. If the Grantee has a separate or additional waiver to which participants, parents and coaches must agree, it must be provided to LADF.
 - e. Grantee must set a registration opening and closing date prior to the start of registration.
 - f. Grantee must confirm “age as of” dates for all divisions if different from standard requirements before registration opens (Standard “age as of” date is first day of games).
 - g. Grantee must finalize numbers within two weeks of the program ending and keep all wait list registrations.
 - h. Grantee must not allow staff to use work email addresses to register youth. All families must have their own email address when registering.
- 7. Status of Grantee.** The Grantee is not an agent, consultant or contractor of the Foundation and, as an entirely independent and separate organization, is solely responsible for its actions, errors and omissions.
- 8. Reporting.** Upon request by the Foundation, the Grantee will submit to the Foundation a written report for any period of the Grantee during which the Grantee receives, holds, or spends any of the Grant funds. In such report, the Grantee will specify, at a minimum, the use of the Grant funds and the impact of the Grant funds such as the number of children directly served as a result of the Grant funds. The Grantee will submit the report to the Foundation within thirty (30) days after the last date of games. The required grant report template will be provided by Grantee during the midseason interview. Once the Foundation makes the request for such report, any future payment under this Grant Agreement or otherwise from the Foundation will be contingent upon the Grantee’s provision of the report to the Foundation. The Foundation will provide the Grantee with the Dodgers Dreamteam Grantee Report Guidelines prior to end of season.
- 9. Recordkeeping.** The Grantee will keep adequate records to substantiate the charitable purposes of its expenditures from the Grant funds and the In-Kind Contributions. The Grantee will make its books and records pertaining to the Grant Funds available to the Foundation at reasonable times for review and audit, and will comply with all reasonable requests of the Foundation for information and interviews regarding the use of the Grant

funds and In-Kind Contributions. The Grantee will keep copies of all books and records related to the Grant Funds and all reports to the Foundation for at least 4 years after the Grantee has expended the last of the Grant funds.

10. Insurance. The Grantee represents and warrants that (a) it is, and will continue to be, adequately insured against all risks, including such risks as would be covered by fire and property damage, worker's compensation, automobile and comprehensive general liability insurance, with respect to the conduct of the Project and all other programs and activities of the Grantee, and (b) the premises and facilities of third parties where the Grantee conducts and will conduct its programs and activities also are and will be so adequately insured. Within thirty (30) days from the execution of this Grant Agreement, the Grantee shall (i) furnish the Foundation proof of its self-insurance or (ii) shall name the Foundation as an additional insured on the Grantee's policy and furnish the Foundation the policy or policies of insurance or a certificate of insurance, or other written evidence satisfactory to the Foundation, evidencing the insurance carried by or otherwise benefiting the Grantee.

11. Return of Grant Funds to the Foundation, Early Termination of Agreement and Cancellation of Unpaid Grant Installment Payments.

- a. The Grantee agrees to return to the Foundation any Grant funds and any income earned thereon, including proceeds from the sale or exchange of an asset purchased, constructed or developed with Grant funds, not specifically committed and/or actually expended in accordance with the Application and this Grant Agreement. Return of such funds shall occur reasonably promptly upon the written request of the Foundation.
- b. The Foundation shall have the right to terminate this Grant Agreement with cause. Upon termination of this Grant Agreement by the Foundation, the Foundation shall be relieved from making any further payments to the Grantee in regard to the Grant.
- c. In the event the termination is pursuant to a reasonable determination by the Foundation that:
 - i. The Grantee has misrepresented any material fact or supplied false or misleading material information to the Foundation in the Application or otherwise in regard to this Grant Agreement or the Grant;
 - ii. The Grantee has diverted any Grant funds or In-Kind Contributions to a purpose other than that permitted hereunder;
 - iii. The Grantee has failed to maintain or provide any material records or reports required to be maintained or provided hereunder;
 - iv. The Grantee has terminated, abandoned, cancelled or substantially altered, or is likely to terminate, abandon, cancel or substantially alter, the Project;

- v. The Grantee has failed, in the judgment of the Foundation, to satisfy any one of the Grant conditions set forth in this Grant Agreement, breaches any of the other terms of this Grant Agreement or fails to fulfill any purpose of the Grant, including, but not limited to, the Grantee becoming insolvent or for any other reason being unable to meet its financial obligations as they become due, other than those financial obligations for which the Grant is made; or
- vi. Any of Grantee's key personnel have undergone a material change in job description, level of authority or employment status during the Grant term and such change is likely to cause Grantee to terminate, abandon, cancel or substantially alter the Project, then the Foundation may make written demand that the Grantee refund any or all payments of the Grant previously made or return any unused In-Kind Contributions. The foregoing remedies of the Foundation are in addition to any other remedies provided by law, and all such remedies shall be cumulative and not exclusive.

12. Funds Not Earmarked for Lobbying; Grantee Discretion. The Foundation is making this Grant to Grantee to support the charitable and educational purposes of the Project as described in Section 1 of this Grant Agreement, and the Grantee will apply the Grant Funds toward such purposes. This Grant is not earmarked for influencing legislation within the meaning of IRC Section 501(c)(3), and there has been no agreement, written or oral, to that effect between the Foundation and the Grantee.

13. No Pledge. Neither this Grant Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, will be interpreted to create any pledge or any commitment by the Foundation or by any related person or entity to make any other grant or contribution to the Grantee or any other entity for the Project or any other project. The Grant contemplated by this Grant Agreement will be a separate and independent transaction from any other transaction between the Foundation and the Grantee or any other entity.

14. Terrorist Activity. The Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.

15. Indemnification: No Liability. The Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation and its officers, directors, employees, affiliates and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with (a) the performance of this Agreement by the Grantee, (b) the planning, acquiring, constructing, equipping, arranging, implementing, sponsoring, conducting of the Program by the Grantee, (c) the use of the Grant funds and In-Kind Contributions by the Grantee, or (d) any other program or activity by the Grantee. IN NO CASE SHALL THE FOUNDATION BE LIABLE TO THE GRANTEE OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES. The Foundation shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee. It is expressly understood by the parties that no director, member, officer,

employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Grant Agreement or any subsequent agreement between the parties regarding the subject matter hereof. The parties agree that the liability of the Foundation hereunder shall be limited to the payment of the Grant pursuant to the terms and conditions of this Grant Agreement. Any contracts entered into or other obligations or liabilities incurred by the Grantee in connection with the Project or otherwise relating to this Grant Agreement shall be the sole responsibility of the Grantee, and the Foundation shall have no obligation or liability whatsoever thereunder or with respect thereto.

If requested by the Foundation, the Grantee covenants that all contracts to which it shall become a party in regard to the Project and/or the Grant shall include the following clause:

“It is expressly agreed and understood that neither The Los Angeles Dodgers Foundation (the “Foundation”) nor any director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement, and that the foregoing provisions concerning financial responsibility or liability shall be expressly included in and made a part of any and all agreements between the parties subsequent to this Agreement.”

16. Public Acknowledgement. In recognition of the Grant, the Project shall be referred to as the Dodgers Dreamteam Program for the 2023 season. Grantee must obtain prior written authorization from the Foundation, which the Foundation may give or withhold in its sole discretion, for any public acknowledgement of the grant(s) from the Foundation contemplated herein. Grantee may recognize other sponsors of the Program in proportion to their relative contributions to the sponsorship of the Program. In its sole discretion, the Foundation may describe its support of the Program in the Foundation’s own printed or oral announcements and website.

17. Miscellaneous.

- a. No Agency.** The Grantee is solely responsible for all activities supported by the Grant funds, the content of any product created with the Grant funds, and the manner in which such products may be disseminated. This Grant Agreement will not create any agency relationship, partnership, or joint venture between the parties, and the Grantee will make no such representation to anyone.
- b. Further Acknowledgements of the Grantee.** The Grantee acknowledges that it understands its obligations imposed by this Grant Agreement, including, but not limited to, those obligations imposed by reference to the IRC. The Grantee agrees that if the Grantee has any doubts about its obligations under this Grant Agreement, including those incorporated by reference to the IRC, the Grantee will promptly contact The Foundation or the Grantee’s legal counsel.
- c. Waivers.** The failure of the Foundation to exercise any of its rights under this Grant Agreement will not be deemed to be a waiver of such rights.

- d. Remedies.** If the Foundation determines, in its sole discretion, that the Grantee has substantially violated or failed to carry out any provision of this Grant Agreement, including but not limited to failure to submit reports when due, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further Grant payments to the Grantee under this Grant Agreement or any other grant agreement, and the Foundation may demand the return of all or part of the unexpended Grant funds, which the Grantee will immediately repay to the Foundation. The Foundation may also avail itself of any other remedies available by law.
- e. Captions.** All captions and headings in this Grant Agreement are for the purposes of reference and convenience only. They will not limit or expand the provisions of this Grant Agreement.
- f. Entire Agreement.** This Grant Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Grant Agreement may not be amended or modified, except in a writing signed by both parties.
- g. Dispute Resolution.** Any controversy or claim arising out of or relating to this Grant Agreement, or the breach thereof, will be settled by arbitration before an experienced arbitrator licensed to practice law in California in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “Association”) in Los Angeles, California. The arbitration decision will be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction.
- h. Governing Law.** This Grant Agreement has been executed and delivered in and will be governed by and construed in accordance with the substantive laws of the State of California.
- i. Incorporation of Addendums.** The Addendums attached hereto are incorporated herein by reference and made a part of this Grant Agreement as if fully set forth herein.
- j. Use of Marks.** Notwithstanding any provision herein, no party shall use any other party’s trademarks, tradenames, and/or logos (each, a “Mark”) without the prior written approval from such other party, which approval may be granted or denied by the other party in its sole discretion. Each Mark shall remain the sole and exclusive intellectual property of the pertinent party.
- k. Survival.** Sections 8, 9, 11, 15, 16, 17(a), 17(d) 17(g), 17(h) and 17(j) of this Grant Agreement shall survive the completion, or termination if sooner, of this Grant Agreement.

Please direct all future communications concerning this Grant to Tiffany Rubin, Senior Director, Programs (TiffanyR@dodgersfoundation.org). On behalf of the Foundation’s Board of Directors

and staff, let me express how delighted we are to support your organization. We wish you every success.

Sincerely,

Nichol Whiteman
CHIEF EXECUTIVE OFFICER
THE LOS ANGELES DODGERS FOUNDATION

Nicholas Sandler
PRESIDENT
THE LOS ANGELES DODGERS FOUNDATION

Accepted on behalf of City of Los Angeles, Department of Recreation and Parks by:

BY:
ITS:

Date: _____

Federal Tax I.D. No.: 95-6000735

APPROVED AS TO FORM:

[NAME]

[TITLE]

By: _____

ADDENDUM 1

APPROVED NUMBER OF TEAMS AND LOCATIONS

Location	T-Ball (5-6)	Coach Pitch (7-8)	Minor (9-10)	Major (11-12)	Junior Baseball (13-15)	Junior Softball (9-12)
Algin Sutton Recreation Center	4	2	3	3	0	4
Baldwin Hills Recreation Center	2	6	6	4	2	4
Central Recreation Center	2	2	1	1	0	3
Cypress Recreation Center	4	4	2	2	1	0
Evergreen Recreation Center	4	4	6	4	2	3
Gilbert Lindsay Recreation Center	4	4	1	1	0	1
Harbor City Recreation Center	4	4	2	2	1	2
Highland Park Recreation Center	6	6	4	4	2	3
Jackie Tatum Harvard Recreation Center	4	4	4	2	1	2
Lincoln Park Recreation Center	4	4	3	3	1	0
Lou Costello Recreation Center	4	3	2	2	0	2
Montecito Heights Recreation Center	4	4	4	2	3	0
Normandie Recreation Center	4	4	4	4	2	0
Pecan Recreation Center	5	5	4	4	2	2
Ramon Garcia Recreation Center	8	4	4	3	2	2
Rosecrans Recreation Center	5	4	4	3	2	2
Ross Snyder Recreation Center	4	4	4	4	2	4
St. Andrews Recreation Center	2	2	2	1	1	2
Wabash Recreation Center	3	4	2	0	0	2
Wilmington Recreation Center	2	2	2	1	1	2

Player Total	Team Total	Players Per Team
4,008	334	12

ADDENDUM 2:

DODGERS DREAMTEAM PROGRAM REQUIREMENTS



2023 Dodgers Dreamteam Program Requirements

Outlined in this document are the Dodgers Dreamteam (formerly Dodgers RBI) Program Requirements set forth by the Los Angeles Dodgers Foundation (LADF). All Affiliate Partners are referred to as Grantees and must comply with all requirements outlined in the document.

Dodgers Dreamteam Program Description and Goals

Dodgers Dreamteam (formerly Dodgers RBI) is a comprehensive sports-based youth development program that uses the power of sport to provide critical resources and services to communities who are experiencing social injustices.

1. To provide an inclusive, barrier-free sports-based youth development program typically reserved for those with substantial financial resources and opportunities.
2. To deliver programs, services, and resources that address basic needs, education, and health.
3. To provide tools for parents and coaches to create a youth sports environment that fosters social and emotional learning opportunities.
4. To increase participation of underrepresented groups, specifically Black youth, girls, and teens.

I. Grant Eligibility

1. Program must fall within one or more of the Los Angeles Dodgers Foundation (LADF) Focus Areas.
 - o Health Care - Sports Based Youth Development – Required
 - o Education
 - o Social Justice
 - o Homelessness
2. Program Location(s) must fall within the expansion zone; all locations are subject to approval by LADF.
3. Request must come from an organization (no funding will be made to individuals).

4. Grants will be made only to organizations with open, non-restrictive membership that operate open to all regardless of race, creed, sex, sexual orientation, religious belief, or nationality. Nothing in the Guidelines shall prohibit a program from specifying an age, sex, or physical capacity classification, if it is reasonable under all the circumstances and is consistent with applicable law.
5. The organization must be certified as a tax-exempt entity (under Section 501(c)(3) of the U.S. Internal Revenue Code and is not a private foundation as defined in section 509(a) of that Code **OR** a government entity). The organization must be in good standing with the Internal Revenue Service (IRS), the California Franchise Tax Board and the California Secretary of State.
6. Requesting organization must provide a non-discrimination policy.
7. Applicant acknowledges that it has a written policy that addresses its commitment to keep children safe from sexual abuse by preventing, recognizing, and responding to situations both on and off the playing field that in any way compromises their safety.
8. Requesting organization must demonstrate a strong ability to implement quality programming with adequate scheduling, planning, communication, field maintenance, practices, and games.
9. Requesting organization must adhere to the LADF Safe Sport policy.
- 10. Insurance:** Requesting organization to provide LADF proof of its self-insurance or shall name LADF as an additional insured on the policy and furnish LADF the policy or policies of insurance or a certificate of insurance, or other written evidence satisfactory to LADF, evidencing the insurance carried by or otherwise benefiting the requesting organization. The policy or policies must be in effect throughout the duration of the program.
- 11. Restricted Funds:** Grant funds are restricted to offset field maintenance, umpire costs, and a Dodgers Dreamteam Coordinator position. The Dodgers Dreamteam Coordinator position is a role that will implement the program. The hiring of this position must go through the Grantees hiring process with LADF reviewing the final selection round.
- 12. Grant Report:** Grantee agrees to complete the grant report at the end of the program. The report must be sent to LADF within 30 days after the last day of games.
- 13. Recap Meeting:** Grantee agrees to complete a recap meeting with LADF at the end of the grant term and after submitting the Dodgers Dreamteam grant report.
- 14. Best Effort:** Grantee agrees to put forth its best effort to serve the amount of youth projected.

- If, at any time, the Grantee anticipates challenges that will impact the projected amount of youth served, please contact LADF immediately. LADF recognizes that even some of the best executed plans experience challenges along the way and is committed to supporting grantees.

II. Grant Request Process

November 30, 2022 - Dodgers Dreamteam Affiliate Partner Application Due

December 1-15, 2022 - Dodgers Dreamteam Affiliate Partner Application Review Process (Site Visits and/or Meetings)

January 3-31, 2023 - Notification Period

February 1-8, 2023 - Signed Agreement Returned to LADF with Required Documents

NOTE: 60% of the grant will be awarded based on the following schedule:

Affiliate Partner Dodgers Dreamteam Start Date	60% Disbursement Period
April 2023	April 2023
May 2023	May 2023
June 2023	June 2023

Organizations will receive 60% of the program grant based on the Official Program Start Date along with the full amount for the Dodgers Dreamteam Coordinator (contingent upon when LADF is notified that this person is hired). Example, if your program begins in May, organizations should expect to receive the 60% grant portion and funds for the Dodgers Dreamteam Coordinator in May.

To receive the remaining 40% of the program grant funds, the following must be completed:

- Ensure registrations for players and coaches are input into LeagueApps. This must be completed prior to any practice or game.
- Complete team rosters on LeagueApps prior to any practice or game. Each team roster should include players and coaches.
- Provide complete schedules for the season prior to the first day of games. Highly encouraged to use LeagueApps.
- Ensure that all excess uniform sets and coach polos are returned to LADF within 15 days of the league's last game.
- Complete an equipment inventory sheet within 15 days of the league's last game.
- To receive 100% of your program grant amount, partners must reach at least 90% of preseason player projections. For any variance greater than 10%, the grant will be reduced by the equivalent amount. Please note this reduction will not include the Dodgers Dreamteam Coordinator funds. For example, if you project 1,000 players and only 850 players are registered on LeagueApps, the **TOTAL** grant amount will be reduced by 15% and deducted from the 40% grant payment. If projections are increased after approval by LADF, the new number will be used to determine final season grant calculations.

Note – Grant funds will not be disbursed if in-person play is unable to take place due to LA County health regulations.

III. Grant Requirements

- 1. Communication and Staffing:** Grantee must have one (1) Partnership Executive Contact, one (1) Partnership Manager, one (1) Dodgers Dreamteam Coordinator, and one (1) designated point of contact per each Dodgers Dreamteam location to serve as a liaison for LADF.
 - All staffing changes relevant to the program must be communicated to LADF staff immediately.
 - All staff members that are involved in the program must attend all required trainings.

- 2. Online Registration:** LADF will provide an online registration tool called LeagueApps that is mandatory for all Grantees to use.
 - All Dodgers Dreamteam players and coaches **MUST** be registered on LeagueApps prior to any practice or game.
 - All Dodgers Dreamteam players must be organized onto teams with each team having a minimum of one registered coach.
 - All Grantees must attend a mandatory LeagueApps training that will be scheduled by LADF.
 - If the Grantee has a separate or additional waiver for participants, parents and coaches to agree to it must be provided to LADF.
 - Grantee must set a registration opening and closing date prior to the start of registration.
 - Grantee must confirm "age as of" dates for all divisions if different from standard requirements before registration opens (Standard "age as of" date is first day of games).
 - Grantee must finalize numbers within two weeks of the program ending and keep all wait list registrations.
 - Grantee must not allow staff to use work email addresses to register youth. All families must have their own email address when registering.

- 3. Divisions:** Grantee agrees to use Dodgers Dreamteam division names:
 - T-Ball (5-6)
 - Coach Pitch (7-8)
 - Minor Baseball (9-10)
 - Major Baseball (11-12)
 - Junior Baseball (13-15)
 - Senior Baseball (16-18)
 - Minor Softball (9-10)
 - Major Softball (11-12)
 - Junior Softball (9-12)
 - Senior Softball (13-18)

- 4. Games and Practices:** The chart below describes the minimum number of weeks, games and practices required by LADF per team. Each team is required to facilitate at least **one** team practice and **one** team game per week. Each division must have a game schedule that has a **minimum of 3 teams**.

Divisions	Weeks	Games	Practices
T-Ball (5-6)	7	8	8
Coach Pitch (7-8)	7	10	10
Minor Baseball (9-10)	7	12	10
Major Baseball (11-12)	7	12	10
Junior Baseball (13-15)	7	12	10
Senior Baseball (16-18)	7	12	10
Minor Softball (9-10)	7	12	10
Major Softball (11-12)	7	12	10
Junior Softball (9-12)	7	12	10
Senior Softball (13-18)	7	12	10

- 5. Team Selection:** It is highly recommended that there is a tryout or draft/selection process in place when selecting teams. LADF recommends that a coach cannot register a full team for the season.
- If your league allows a coach to retain players from year to year you are allowed a 5-player max freeze.
 - A participant's skill and experience should not be a factor when signing up and being selected on a team.
- 6. Locations:** Grantee must only coordinate and implement the program at locations agreed upon by LADF.
- Any adjustment of projected numbers or transferring of teams or resources across locations or divisions must be approved by LADF.
- 7. Participation Recruitment:** Grantee is responsible for recruiting all players, coaches and participants of the program. This includes making sure all players, coaches and participants are registered on LeagueApps.
- 8. Coaches:** Grantee must only allow coaches who have passed a background check, registered on LeagueApps, and have committed to attend a Dodgers Dreamteam Coaches Training to serve in any capacity in Dodgers Dreamteam.
- Grantee must hire all coaches.
 - Grantee decides whether coaches are paid or unpaid.
 - Grantee must only allow coaches who passed a background check to participate in the program.
 - Grantee must monitor coaches to ensure player safety and ensure that coaches always conduct themselves appropriately.
- 9. Volunteers:** Grantee must recruit and manage all volunteers.

- Grantee must recruit all volunteers.
- Grantee must only allow volunteers who passed a background check to participate in the program.
- All volunteers must sign off on any Grantee agreements.

10. Staff: Grantee must hire a Dodgers Dreamteam Coordinator who will work to implement the program at Grantee locations.

- Grantee must hire any Dodgers Dreamteam Coordinators.
- Grantee must only allow staff who passed a background check to participate in the program.
- Please review the full job description as part of Exhibit A.

11. Umpires: Grantee must ensure that all umpires are certified and have passed a background check.

- It is the responsibility of the Grantee to hire and onboard all umpires and agencies.
- Grantee must monitor umpires in the program and ensure that players are safe and that umpires conduct themselves in a professional manner.
- LADF has the right to audit any umpiring organizations to ensure quality.

12. Marketing and Communications: Grantee must collaborate with LADF to ensure that the local community is marketed to and engaged in Dodgers Dreamteam.

- All Dodgers Dreamteam banners must be publicly displayed in a highly visible area. NOTE: Banners include multiple sponsor and partner logos and shall be in a form mutually agreeable to both LADF and Grantee.
- LADF will provide flyers for registration and various events that the Grantee agrees to distribute and publicly display in highly visible areas.
- Grantee must acknowledge the Los Angeles Dodgers Foundation Dodgers Dreamteam program in any promotional materials, press releases, or literature publicizing/promoting the program.

13. Fees: Grantee agrees to not charge any amount over \$15 when implementing the program. All Dodgers Dreamteam resources and services are free of charge.

14. Uniforms: Grantee must ensure that all Dodgers Dreamteam teams receive a uniform kit which will be provided by LADF. Each Dodgers Dreamteam team will receive uniforms. Grantee must abide by the following uniform policy:

- Each team will receive uniforms for 12 or 15 players per team pending what the Grantee selects. Uniforms must be worn at all games.
- Each uniform set is assigned to be used per team and not to be mixed between other teams or divisions. Please notify LADF immediately if you have any issues with your uniform sets so that LADF may help alleviate the issue.
- Any transferring of uniforms between locations are prohibited unless approved by LADF staff.
- If a location does not register the anticipated number of players that is agreed upon in

the grant agreement, the location will be responsible for returning unused uniforms or the cost of any missing uniforms. This process must be completed within 15 days of the leagues last day of games and is a program requirement to receive the second half of the grant award.

- Uniforms may not be worn outside of the Dodgers Dreamteam season. This includes fall leagues or other non-Dodgers Dreamteam events.
- Uniforms are defined as: 1 home jersey, 1 away jersey, 1 pair of pants, 1 pair of socks, 1 hat or 1 softball visor, 1 practice shirt, and 1 coach polo (coaches only).

15. Equipment: Grantee must ensure that every coach receives a full equipment kit which will be provided by LADF. Equipment kits are designed to be available for all teams. Grantee must abide by the following equipment policy:

- “One Team, One Kit” rule: Equipment kits are designed to be available for all Dodgers Dreamteam teams.
- Grantee must ensure that each team is equipped with an appropriate equipment kit that is available to them throughout their season. Please notify LADF immediately if there are any problems with equipment and providing one kit per team.
- Each head coach is required to receive one equipment kit per team.
- Any transferring of equipment between locations is prohibited unless approved by LADF staff.
- All Grantees must have a check-in process on distributing equipment kits to all coaches.
- Grantee will complete an equipment inventory sheet within 15 days of the league’s last game.
- LADF staff will determine if equipment is adequate for continued use or if new equipment will be needed for the next season. Equipment kits are required to last 5 seasons unless stolen or damaged.

Equipment Kits are defined as: 12 Right Hand Gloves and 3 Left Hand Gloves, 5 Helmets, 2 Bats, 1 Batting Tee, 1 Ball Bucket, 1 Bag, and 1 Catcher’s Set (shin guards, chest protector, mask, mitt). The catcher’s will not be included for the T-Ball division.

16. Collaboration: Grantee agrees to collaborate with LADF to market, implement and participate in all program elements including, but not limited to:

- PlayerFest
- Dodger Days
- Coaches Trainings
- College & Career Accelerator
- Skills Training Clinics
- Other Special Events and Activities

17. Meetings: Grantee will agree to attend the Dodgers Dreamteam Partners Meeting and any

additional onboarding or training meetings. Designated Partnership Executive Contact, Partnership Manager Contact, Dodgers Dreamteam Coordinator, and all designated points of contact per each Dodgers Dreamteam location are required to attend.

18. Measurement and Evaluation: Grantee is required to work with LADF in the collection of data to consistently improve the program. Such Data shall not include personal identifiable information.

- LADF will provide a partnership with Hello Insight to measure SEL for participants ages 9-18 in the program. This will include a pre survey that should be completed before the first game and post/check-in surveys should be completed within 1 week of the season ending. The Grantee is required to administer, promote, and monitor the collection of these surveys.
- Recruit parents, players, and coaches to participate in interviews and/or focus groups throughout the year.
- Support any event surveys that take place.

19. Safety Policy: Grantee acknowledges the MLB Youth Program Protection Policy and the LADF Safe Sport Policy. Grantee also acknowledges that it has a written policy that addresses its commitment to keep children safe from sexual abuse by preventing, recognizing, and responding to situations both on and off the playing field that in any way compromises their safety. Grantee must sign the MLB Youth Program Protection Policy and the LADF Safe Sport Policy. Grantee must also provide a copy of its written policy to LADF with signed grant agreement.

20. Incident Policy: Grantee acknowledges they have an incident policy in place and will notify LADF within a 24-hour period should any incidents take place. Grantee will keep LADF updated on the status of the incident and when the incident is closed.

Dodgers Dreamteam Rules

In addition to the playing rules (USA Softball, PONY, NFHS, etc.) determined by each Grantee, this document outlines the guidelines recommended in all Dodgers Dreamteam leagues. However, in the case of the Grantee playing rules conflicting with the Dodgers Dreamteam rules, please consult LADF staff. In this document you will also find pitching guidelines to follow.

Dodgers Dreamteam League Code of Ethics

Any adult or player who violates the Dodgers Dreamteam League Code of Ethics will be subject to removal from the Dodgers Dreamteam program.

The adults that participate in the Dodgers Dreamteam program are viewed as role models to the youth served. It is imperative that those connected with the league always engage in conduct that is a positive representation of the league.

- All Grantees must adhere to the LADF Safe Sport Policy.

- Under no conditions should anyone, lay a hand upon, push, shove, strike, or threaten to strike an official, player, coach, spectator, game monitor, scorekeeper, or staff.
- Do not consume alcoholic beverages or any illegal substance at any time in the presence of players or in any context involving the league.
- Under no conditions swear, commit, or imply a vulgar act or motion.
- Do not bait or ride umpires, opposing managers and coaches, scorekeepers, or staff. Appropriate conduct should prevail.
- The manager or coach may inquire as to the nature or interpretation of a rule, but after an explanation, no further questions, or actions.
- All teams should play every player in as much of every game as possible.
- Make certain that managers, coaches, and your team shake hands with opposing team before and/or after each game.
- A coach shall not use tactics to deceive or take unfair advantages over his/her opponents.
- Every league must provide background checks to all coaches and volunteers who will be working directly with the kids in your Dodgers Dreamteam program.
- Do everything possible to ensure that playing Dodgers Dreamteam is a rewarding experience for the players. Encourage all players to be good scholars and equally good citizens.

Playing Rules for Baseball Ages 5-12

- Age divisions consist of T-Ball (5-6), Coach Pitch (7-8), Minor (9-10) and Major (11-12).
- All teams must consist of no more than 15 players.
- T-Ball and Coach Pitch games will be 60 minutes.
 - Both divisions will utilize the safe soft baseballs.
 - T-Ball: All bats must be sizes 25” or 26”.
 - Coach Pitch: All bats must be sizes 26”, 27” or 28”.
 - Coaches or a pitching machine may be used to pitch to these divisions (see field dimensions for pitching distance).
 - Score and standings are not kept for the T-Ball division.
- Minor and Major games will be 6 innings. No new inning may start after 90 minutes have elapsed from the start of the game.
 - All bats must be certified by a USA Baseball stamp.
 - Minors: All bats must be sizes 28”, 29” or 30”.
 - Majors: All bats must be sizes 29”, 30” or 31”
- All players will bat in one continuous batting order.
- All batters and runners must always wear a batting helmet. The on-deck batter must also wear a helmet.
- A player may only play on one team per division
- Per inning there will be a 5 run max rule.

- Any fighting or inappropriate conduct will result in either the player’s ejection or, if necessary, a team’s disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.
- USA Baseball Pitch Count Recommendations

Division	DAILY MAX (PITCHES IN GAME)	REQUIRED REST (PITCHES)				
		0 Days	1 Days	2 Days	3 Days	4 Days
Coach Pitch (7-8)	50	1-20	21-35	36-50	N/A	N/A
Minors (9-10)	75	1-20	21-35	36-50	51-65	66+
Majors (11-12)	85	1-20	21-35	36-50	51-65	66+

- Field Dimensions:
 - T-Ball (5-6) and Coach Pitch (7-8): base path 50 ft., pitching distance 38 ft. and field distance 225-250 ft.
 - Minors (9-10): base path 60 ft., pitching distance 46 ft. and field distance 225–250 ft.
 - Majors (11-12): base path 70 ft., pitching distance 50 ft. and field distance 225-250 ft.

Playing Rules for Softball Ages 9-12

- Age divisions consist of Minor Softball (9-10), Major Softball (11-12) or Jr. Softball (9-12).
- All teams must consist of no more than 15 players.
- All games will be 6 innings. No new inning may start after 90 minutes have elapsed from the start of the game.
- All bats must be sizes 29”, 30” or 31”.
- All players will bat in one continuous batting order.
- All batters and runners must always wear a batting helmet. The on-deck batter must also wear a helmet.
- A player may only play on one team per division.
- Per inning there will be a 5 run max rule.
- Any fighting or inappropriate conduct will result in either the player’s ejection or, if necessary, a team’s disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.
- Field Dimensions:
 - Minor Softball (9-10): base path 60 ft., pitching distance 35 ft. and field distance 225-250 ft.
 - 11” softball
 - Major Softball (11-12): base path 60 ft, pitching distance 40 ft. distance and field distance 225-250 ft.

- 12" softball

Playing Rules for Baseball Ages 13-18

- Age divisions consist of Junior Baseball (13-15) and Senior Baseball (16-18)
- Every player on the team must be inserted into every game for at least 2 innings of play and must have a least one plate appearance. Exceptions to this rule are not allowed unless a game is not played a full 7 innings.
- All teams must consist of no more than 15 players.
- Games will be 7 innings. No new inning may start after 2 hours and 15 minutes have elapsed from the start of the game.
- A game is legally completed after 5 innings if the visiting team is ahead and after 4 ½ innings if the home team is ahead.
- The mercy rule is 10 runs after 5 innings, 12 runs after 4 innings and 15 runs after 3 innings.
- All batters and runners must always wear a batting helmet. The on-deck batter must also wear a helmet.
- Bats with composite materials in the barrel must be compliant with the National Federation of State High School Associations rulebook BBCOR standards, and must be labeled as such; Bats must meet the standards noted in National Federation of State High School Associations rules (2017 NFHS Baseball rulebook pgs. 9-11 Section 3, Articles 2-5) for length, diameter, etc. NOTE: An illegal bat must be removed. Any bat that has been altered shall be removed from play. Penalty – See Rule NFHS Baseball rulebook; Rule 7-4 Article 1 (a).
- A player may only play on one team per division
- Any fighting or inappropriate conduct will result in either the player’s ejection or, if necessary, a team’s disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.

- USA Baseball Pitch Count Recommendations

AGE	DAILY MAX (PITCHES IN GAME)	REQUIRED REST (PITCHES)				
		0 Days	1 Days	2 Days	3 Days	4 Days
13-14	95	1-20	21-35	36-50	51-65	66+
15-16	95	1-30	31-45	46-60	61-75	76+
17-18	105	1-30	31-45	46-60	61-80	81+

- Field Dimensions:
 - Junior Baseball (13-15) and Senior Baseball (16-18): base path 90 ft., pitching distance 60.5 ft. and field distance 300-350 ft.

Playing Rules for Softball Ages 13-18

- Age divisions consist of Sr. Softball (13-18)
- Every player on the team must be inserted into every game for at least 2 innings of play and must have a least one plate appearance. Exceptions to this rule are not allowed unless a game is not played a full 7 innings.
- All teams must consist of no more than 15 players.
- Games will be 7 innings. No new inning may start after 1 hour and 40 minutes have elapsed from the start of the game.
- A game is legally completed after 5 innings if the visiting team is ahead and after 4 ½ innings if the home team is ahead.
- The mercy rule is 15 runs after 3 innings, 12 runs after 4 innings, and 8 runs after 5 innings.
- Courtesy runner is allowed for the pitcher and catcher, but the courtesy runner may not be a player who is in or has been in the game.
- Designated player (DP) must be decided when line-ups are handed in. DP will be anywhere in the batting line-up with the FLEX (person playing the field) placed in the 10th spot of the line-up. FLEX player may bat but must bat in the position of the DP and DP is out of the game for that time; however, the DP can reenter one time. Indicate DP and FLEX on the line-up card.
- All batters and runners will always wear a batting helmet. The on-deck batter must also wear a helmet.
- Bats must meet all the USA Softball specification and requirements of Rule 3, section 1. Must be on the list of approved bat models published by USA Softball. Max length 34", weight 38oz with a diameter of 2 1/4". Bats must have the 2000 or 2004 ASA stamp, or the ASA 2013 certification mark (may also have ISF stamp in addition to ASA) and bats must not appear on ASA banned list.
- A pitcher remaining in the game, but moving to a different position, can return as a pitcher any time in the remainder of the game, but only once in the same inning as he/she was removed. Visit count does not reset.
- Any starter who has been removed for a substitute player may re-enter the game once, at any time in the same position in the batting order. Subs may reenter.
- A player may only play on one team per division
- Any fighting or inappropriate conduct will result in either the player's ejection or, if necessary, a team's disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.
- Field Dimensions:
 - Senior. Softball (13-18): base path 60 ft., pitching distance 43 ft. and field distance 225-250 ft.

ADDENDUM 3:

GRANTEE APPLICATION

See Attached

ADDENDUM 4:

LADF WAIVERS AND RELEASES OF LIABILITY

**2023 DODGERS DREAMTEAM
WAIVER AND RELEASE OF LIABILITY**

**PLEASE READ THIS WAIVER AND RELEASE OF LIABILITY (“RELEASE”)
CAREFULLY.**

BY AGREEING TO THIS RELEASE, YOU WILL BE WAIVING LEGAL RIGHTS.

In consideration for allowing any child(ren) under eighteen (18) years old or any legally incapacitated adult(s) for whom I am the parent/guardian and/or me (each, a “**Participant**”; and collectively the “**Participants**”) to participate in the “Dodgers Dreamteam” program from January 1, 2023 through December 31, 2023 (the “**Program**”), staged by The Los Angeles Dodgers Foundation (the “**Foundation**”), I, for myself and on behalf of all of the other Participants and our parents, heirs, executors, administrators, next of kin, successors, and assigns, all of whom shall be legally bound by this Release, hereby agree as follows:

1. I am eighteen (18) years of age or older. I, for myself and on behalf of all of the other Participants, acknowledge that we are not required to participate in the Program and that our participation is voluntary and solely for our enjoyment. We understand that we can withdraw from the Program at any time. Neither I nor any of the other Participants, nor anyone acting on our behalf, will be compensated by the Foundation for our participation in the Program. Neither I nor any of the other Participants, nor anyone acting on our behalf, has not been promised employment by the Foundation for participating in the Program.

2. We understand and acknowledge that baseball and softball are action sports and that natural and/or man-made conditions may exist on the surface of baseball and softball fields or in connection with the games of baseball and softball that may present a significant risk of personal injury to us and/or damage to our property. We also understand and acknowledge that our participation in the Program may require us to engage in strenuous and/or potentially dangerous activities. Neither I nor any of the other Participants are aware of any reason, medical or otherwise, why we should not participate in the Program, and **we are prepared to, and do, hereby accept any and all risks, whether known or unknown to us, of having us participate in the Program, including, without limitation, all risks and danger inherent in the sports of baseball and softball and all warm-ups, practices, and competitions associated with baseball and softball, including specifically (but not exclusively) the danger of being injured by thrown bats (or fragments thereof); thrown or batted balls; thrown, dropped, or launched items or projectiles; contact or collisions with other participants or staff; any other incidents or accidents associated with crowds of people or the negligence or misconduct of other participants or spectators; or use of or participation in any attractions, activities, or events in connection with the Program.**

3. In connection with any injury that I or any of the other Participants may sustain or any other medical condition that we may experience during our participation in or with the Program, I authorize any emergency first aid, medication, medical treatment, or surgery (collectively, “**Emergency Medical Services**”) deemed necessary by the attending medical, first aid, or emergency personnel (collectively, the “**Medical Staff**”) if I am not able to act on my own behalf or on the behalf of the other Participants. I further authorize (i) the Medical Staff to execute on our behalf any permission forms, consents, or other appropriate documents relating to medical attention for me and the other Participants and to act on our behalf if I am not able or immediately available to do so and (ii) the disclosure of any personal information relating to us by the Foundation or any of their representatives to any of the Medical Staff in connection with such Emergency

Medical Services. Additionally, I agree to assume responsibility for any costs, fees or other monetary charges associated with such Emergency Medical Services or any permission forms, consents, or other appropriate documents relating to medical attention executed by any of the Medical Staff.

4. I, for myself and on behalf of all of the other Participants, acknowledge and expressly assume all risk of us being exposed to or contracting a Communicable Disease (as defined below) during or in connection with our participation in the Program. By participating in the Program, I acknowledge and expressly assume the risk that we may be exposed to a Communicable Disease. I expressly understand that the risks of exposure to a Communicable Disease include contracting a Communicable Disease and the associated dangers, medical complications (including death), and physical and mental injuries, both foreseen and unforeseen, that may result from contracting a Communicable Disease. I further acknowledge and understand that our interaction with staff, other participants, and/or any other individuals present during the Program poses an elevated, inherent risk of being exposed to and contracting a Communicable Disease, that it cannot be guaranteed that we will not be exposed to a Communicable Disease, and that potential exposure to or contraction of a Communicable Disease while participating in the Program are risks that cannot be eliminated. If infected with a Communicable Disease, I acknowledge and understand that I and/or the other Participants may subsequently infect others, even if we do not experience or display any symptoms. A **“Communicable Disease”** as used herein is COVID-19, any strains, variants, or mutations thereof, the coronavirus that causes COVID-19, and/or any other airborne, aerosolized, or surface transmissible communicable and/or infectious diseases, viruses, bacteria, or illnesses, or the causes thereof.

5. In connection with the foregoing, I agree that neither I nor any of the other Participants will participate in the Program if, within ten (10) days preceding our participation in the Program, either I or any of the other Participants (i) tested positive or presumptively positive for a Communicable Disease or was identified as a potential carrier of a Communicable Disease; (ii) experienced any symptoms commonly associated with a Communicable Disease, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath; and/or (iii) was in direct contact with or in the immediate vicinity of any person who is either confirmed or suspected of being infected with a Communicable Disease within ten (10) days preceding the Participant’s encounter with such person. I further agree that I and the other Participants will submit to any health screening and/or Communicable Disease testing that may be required as a condition of our participation in the Program.

6. If I and/or any of the other Participants test positive for a Communicable Disease or have been identified as being exposed to an individual who has tested positive for a Communicable Disease, we agree to immediately inform the Foundation and acknowledge that the Foundation may be required to contact the Los Angeles County Department of Public Health (“**LACDPH**”) to provide information regarding the confirmed positive test, including our name(s) and contact information. We consent to the Foundation providing such information to LACDPH or any other administrative body as required by law. We agree to willingly cooperate with any contact tracing that is deemed necessary by the Foundation and/or LACDPH. We acknowledge the Foundation, the Governor, State Department of Health, LACDPH, or other administrative body with authority over the Foundation may decide to cancel a meeting, practice, competition, or the Program at any time. We also acknowledge that the Foundation must comply with any mandates issued by any entity with the authority over athletics and agree to comply with any such directives even if issued after our agreement to this Release. We are aware that practices, games, spectating, and/or transportation will look differently from prior years, including the need for physical distancing and the correct and consistent use of face masks. We agree to comply with the direction provided by the Foundation’s staff and coaching staff and acknowledge that the failure to do so may result in our being refused participation at meetings, practice, competitions, and/or the Program.

7. **TO THE FULLEST EXTENT PERMITTED BY LAW, I, FOR MYSELF AND ON BEHALF OF ALL OF THE OTHER PARTICIPANTS, AGREE TO INDEMNIFY, RELEASE,**

FOREVER DISCHARGE AND HOLD HARMLESS THE LOS ANGELES DODGERS FOUNDATION, LOS ANGELES DODGERS LLC (THE “DODGERS”), THE OTHER MLB ENTITIES, LA REAL ESTATE LLC, CHAVEZ RAVINE LAND COMPANY LLC, and their respective direct and indirect owners, stockholders, members, partners, directors, officers, employees, agents, representatives, contractors, vendors, principals, affiliated entities, mortgagees or ground lessors, servants, trustees, beneficiaries, heirs, successors, and assigns, and each and every person acting by, through, under, or in concert with them, or any of them (hereinafter, individually and collectively referred to as the “**Indemnified Parties**”), of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, damages, liability, lost cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter referred to as “**Claims**”), that we may have or hereafter have against the Indemnified Parties by reason of any injuries that we may sustain, whether to our person and/or property, as a result of or incident to (i) the Indemnified Parties’ negligence (whether active or passive, but not including gross negligence or willful misconduct), (ii) our participation in the Program, and/or (iii) any and all risks assumed by us hereunder, including, without limitation, exposure to or contraction of a Communicable Disease by me and/or any other individual infected by me. **I, FOR MYSELF AND ON BEHALF OF ALL OF THE OTHER PARTICIPANTS, FURTHER COVENANT NOT TO SUE OR OTHERWISE PURSUE ANY FORM OF RECOVERY OR LEGAL ACTION, INCLUDING ARBITRATION, AGAINST ANY OF THE INDEMNIFIED PARTIES ARISING FROM OR RELATING TO ANY CLAIM.** For purposes of this Release, the “**MLB Entities**” shall mean the Dodgers and the other Major League Baseball clubs, the Office of the Commissioner of Baseball, Major League Baseball Properties, Inc., MLB Advanced Media, L.P., The MLB Network, LLC, and such entities’ respective past, present and future affiliates, owners, general and limited partners, members, shareholders, directors, officers, employees, agents, representatives, contractors, vendors, licensees, sponsors, advertisers, and broadcast partners.

8. I, FOR MYSELF AND ON BEHALF OF ALL OF THE OTHER PARTICIPANTS, ACKNOWLEDGE AND UNDERSTAND THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

BEING AWARE OF SAID CODE SECTION, WE HEREBY EXPRESSLY WAIVE ANY RIGHTS THAT WE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT, WHETHER IN CALIFORNIA OR ANY OTHER STATE.

9. I, for myself and on behalf of all of the other Participants, agree that if I and/or any of the other Participants, or anyone acting on our behalf, commence, join in, or in any way seek relief through any action or proceeding arising out of, based upon, or relating to any of the Claims released hereunder, or in any way assert against the Indemnified Parties any of the Claims released hereunder, then we will pay to the Indemnified Parties, in addition to any other damages caused to the Indemnified Parties thereby, all attorneys’ fees incurred by the Indemnified Parties in defending or otherwise responding to said action, proceeding, and/or Claims.

10. I, for myself and on behalf of all of the other Participants, hereby authorize and grant the Foundation, the Dodgers, and/or anyone authorized by or acting on behalf of the Foundation and/or the Dodgers (hereinafter, individually and collectively referred to as the “**Authorized Users**”) the non-exclusive, transferable, sublicensable, and assignable right to use, reproduce, publish, and/or depict our name, voice, words, image, likeness, and/or biographical information (collectively, the “**Images**”) in any manner that the Authorized Users deem necessary or appropriate, in all media, worldwide, in perpetuity, without any

additional consideration, in and in connection with the production, distribution, marketing, promotion, advertisement, packaging, sale, publication, exhibition, display, and/or exploitation of the Program and/or the Authorized Users, including, without limitation, on the video display boards at Dodger Stadium and/or in any and all print and/or digital advertisements, websites, social media posts, broadcasts, telecasts, and/or other retransmissions of or regarding the Program and/or the Authorized Users. In addition, in connection with the use of the Images, I, for myself and on behalf of all of the other Participants, hereby release and waive any action or cause of action that we may assert in connection with the use of the Images, including, but not limited to, any claims that we have or may have for invasion of privacy, defamation, violation of any right of publicity, or any other cause of action arising out of the production, reproduction, distribution, transmission, publication, public performance, broadcast, or exhibition of advertisements, promotions, content, programs and/or materials in which the Images appear. **I, for myself and on behalf of all of the other Participants, acknowledge and agree that this authorization is intended to satisfy any and all of the consent requirements of California Civil Code sections 3344 and 3344.1, and we hereby waive and release any and all claims that we may have or hereafter have against the Authorized Users under those statutes or any other statutes or common law principles of similar effect, whether in California or any other state.**

11. I, FOR MYSELF AND ON BEHALF OF ALL OF THE OTHER PARTICIPANTS, UNDERSTAND THAT BY AGREEING TO THIS RELEASE, WE ARE GIVING UP OUR RIGHT TO SUE THE INDEMNIFIED PARTIES AND/OR TO SEEK COMPENSATION FROM THE INDEMNIFIED PARTIES FOR ANY INJURIES OR DAMAGES THAT WE MAY INCUR AS A RESULT OF THE ACTIVE OR PASSIVE NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF THE INDEMNIFIED PARTIES, OUR PARTICIPATION IN THE PROGRAM, AND/OR ANY AND ALL RISKS ASSUMED BY US HEREUNDER, INCLUDING, WITHOUT LIMITATION, EXPOSURE TO OR CONTRACTION OF A COMMUNICABLE DISEASE BY ME AND/OR ANY OTHER INDIVIDUAL INFECTED BY ME.

12. If any provision of this Release shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Release shall be construed as if such invalid or unenforceable provision were omitted.

13. This Release shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of California. I, for myself and on behalf of all of the other Participants, hereby (a) irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California, in connection with all matters and issues arising out of the Program and/or this Release, (b) agree not to bring any claim or action except in such courts, and (c) irrevocably waive all claims, defenses, and objections based on improper venue, inconvenient forum, and/or lack of personal jurisdiction with respect to such courts.

14. **DECLARATION.** If child(ren) under eighteen (18) years old or legally incapacitated adult(s) for whom I am the parent or legal guardian will be participating in the Program, I declare under penalty of perjury under the laws of the State of California that I am the parent or legal guardian of the child(ren) or legally incapacitated adult(s) participating in the Program, and that I am duly authorized to execute this Release on his/her/their behalf. I further declare that I shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims whatsoever, including, without limitation, attorneys' fees and costs, resulting from, incident to, or arising out of his/her/their participation in the Program, any and all risks assumed by him/her/them and me above, and/or the breach of any promises, covenants, and/or representations made by me herein and/or in the above Release.

I CERTIFY THAT I HAVE CAREFULLY READ THIS RELEASE AND THAT I AM COMPETENT TO ACCEPT THE TERMS HEREIN, ON BEHALF OF MYSELF AND THE

OTHER PARTICIPANTS, WITH FULL UNDERSTANDING OF THEIR CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE INDEMNIFIED PARTIES AND THE AUTHORIZED USERS, AND BY ACCEPTING AND SUBMITTING THIS RELEASE, I AGREE TO BE BOUND BY THE TERMS OF THIS RELEASE, INCLUDING, BUT NOT LIMITED TO, THE WAIVER OF LIABILITY IN PARAGRAPHS 7, 10, AND 14, ABOVE, AND DO SO OF MY OWN FREE WILL.

**I
Accept**