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(213) 202-2633 FAX (213) 202-2614

May 20, 2021

Honorable City Council  
City of Los Angeles  
c/o: Office of the City Clerk  
City Hall, Room 395

Honorable Members of the City Council:

Subject:

2021 Dodgers RBI 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 Reviving Baseball in Inner Cities Program Benefiting Youth Baseball and Girls Softball Leagues for the 2021 Season at Nineteen (19) Parks

Recommendation for Council Action:

The Board of Recreation and Park Commissioners (Board) respectfully requests City Council approval and authorize the Department of Recreation and Parks' (RAP) General Manager or designee to accept and receive the 2021 Dodgers RBI Program Grant (Grant) from the Los Angeles Dodgers Foundation (LADF) consisting of grant funds in the amount of One Hundred Forty Eight Thousand Six Hundred Eighty Dollars (\$148,680.00) and in-kind contributions of, uniforms, equipment, training and other items with an estimated value of Two Hundred Twelve Thousand, Five Hundred Eighty-Four Dollars (\$212,584.00), in support of RAP's operation of the Dodgers Reviving Baseball in Inner Cities Program (RBI) 2021 Season, for the benefit of youth ages 5-15 ,as further detailed in Report No. 21-085.

Background:

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 RBI Program (Program) is a part of an international Major League Baseball (MLB) initiative, which today encompasses more 200 cities and over 200,000 youth, helping them grow on and off the baseball field. Over the past seven years, the Program has been supported by MLB and LADF; one year by MLB for Spring League 2013, and by LADF for Spring Leagues 2014, 2015, 2016, 2017, 2018, and 2019. LADF has awarded the Grant to RAP for the 2021 Program. The 2021 Program began in April and will conclude in August 2021.



Honorable City Council

May 20, 2021

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Fiscal Impact Statement:

The Grant provides funding, uniforms, equipment, and in-kind contributions valued at an estimated amount of Three Hundred Sixty-One Thousand, Two Hundred Sixty-Four Dollars and Zero Cents (\$361,264.00) from LADF in connection with the 2021 RBI Program. 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 2021 RBI Program at the nineteen (19) Recreation Centers.

If you have any questions with regard to this matter, please contact Ms. Kimberly Simonet, Acting Principal Recreation Supervisor, at (310) 548-7675.

Very truly yours,

BOARD OF RECREATION AND  
PARK COMMISSIONERS

A handwritten signature in blue ink, appearing to read "H. Arrivillaga", is written over the printed name.

HAROLD ARRIVILLAGA  
Commission Executive Assistant II

Attachments: Board Report No. 21-085

cc: Kimberly Simonet, Acting Principal Recreation Supervisor, Recreation Services Branch

# APPROVED

FEB 06 2020

## BOARD OF RECREATION AND PARK COMMISSIONERS

### BOARD REPORT

NO. 20-027

DATE February 6, 2020

C.D. 1

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LINCOLN PARK RECREATION CENTER – SPORTS FIELD LIGHTING (PRJ21342) PROJECT – COMMITMENT OF PARK FEES; PROJECT APPROVAL AND AGREEMENT WITH THE LOS ANGELES DODGERS FOUNDATION FOR THE ACCEPTANCE OF DREAMFIELD IMPROVEMENTS TO EXISTING BASEBALL FIELDS; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1) [MINOR EXTERIOR ALTERATIONS OF EXISTING PUBLIC STRUCTURES], CLASS 1(12) [OUTDOOR LIGHTING FOR SECURITY AND OPERATIONS], CLASS 4(1) [GRADING ON LAND WITH LESS THAN 10% SLOPE], CLASS 11(1) [ON PREMISE SIGN] AND CLASS 11(6) [PLACEMENT OF ACCESSORY STRUCTURES] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTIONS 15301(a), 15304(a) AND 15311(a) OF CALIFORNIA CEQA GUIDELINES

AP Diaz \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
S. Pina-Cortez \_\_\_\_\_  
\* N. Williams NDW

*Paul Denise Williams*

General Manager

Approved X  
With Amendments

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

### RECOMMENDATIONS

1. Approve a proposed project consisting of the redevelopment of two baseball fields, upgrades to existing sports field lighting, and installation of new sports field lighting poles and fixtures at Lincoln Park Recreation Center, with the redevelopment of the two baseball fields to be funded through a donation from the Los Angeles Dodgers Foundation, Inc. (LADF);
2. Approve the proposed agreement included with this Report as Attachment 1 (Agreement), and accept the associated gift from LADF, consisting of various ball field improvements with an estimated value up to Eight Hundred Fifteen Thousand Dollars (\$815,000.00), provided through a charitable donation from Major League Baseball (MLB) to LADF, to redevelop the existing two baseball fields at Lincoln Park Recreation Center into "Dodgers Dreamfields" (LADF Project), subject to the approval of the City Attorney as to form;

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3. Approve the installation of recognition signage in appreciation of the gift contributions from the LADF and MLB for the LADF Project, in the form and manner as set forth in Exhibit C of the the proposed Agreement;
4. Take the following actions regarding the proposed Lincoln Park Recreation Center – Sports Field Lighting (PRJ21342) Project (RAP Project, and along with the LADF Project, collectively the “Project”);
  - A. Approve the scope of work for the proposed Project, as described in the Summary of this Report;
  - B. Authorize RAP staff to commit from the following fund and work order numbers, a maximum of Five Hundred and Fifty Thousand Dollars (\$550,000.00) in Park Fees, for the proposed RAP Project:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT. NO.</u>	<u>WORK ORDER NO.</u>
Park Fees	302/89/89716H	QT062781

- C. Determine that the proposed Project is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article III, Section 1, Class 1(1) [Minor exterior alterations of existing public structures], Class 1(12) [Outdoor lighting for security and operations], Class 4(1) [Grading on land with less than 10% slope], Class 11(1) [On premise sign] and Class 11(6) [Placement of accessory structures] of City CEQA Guidelines and Article 19, Sections 15301(a), 15304(a) and 15311(a) of California CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE);
  - D. Authorize RAP’s Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a NOE; and,
5. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement to the City Attorney for review and approval as to form;
6. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals; ~~and~~,
7. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report; **and**

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8. Authorize RAP staff to approve changes to Section 11 (Indemnification/Hold Harmless) of the Agreement, subject to approval by RAP's Risk Manager

### SUMMARY

The Los Angeles Dodgers Foundation (LADF) has been a long-time supporter of RAP for many years, and has been instrumental in garnering additional support from various funding sources through their business relationships and affiliations, such as with Major League Baseball (MLB), providing RAP with much needed capital funding for facility improvements and monetary contributions in support of RAP recreation programs.

LADF, with funding provided by MLB, has committed to fund ball field improvements valued at up to Eight Hundred Fifteen Thousand Dollars (\$815,000.00) for the LADF Project at Lincoln Park Recreation Center, located at 3501 Valley Boulevard, Los Angeles 90031.

Since 2003, with the very first Dreamfield being developed at Algin Sutton Recreation Center, LADF has created 26 Dreamfields at 22 RAP park sites. In total and including developments at Los Angeles County and neighboring city parks, LADF has successfully completed their goal of developing at least fifty (50) Dreamfields in the greater Los Angeles area. The creation of two (2) new Dreamfields at Lincoln Park will take the total to 28 Dreamfields at 23 RAP Parks.

The proposed Project and proposed gift agreement (Agreement) will provide the community with two enhanced ballfields which will not only improve the experience for players using the fields, but will also contribute to community's pride in itself and the park. The proposed Agreement memorializes the terms and conditions for the installation of the field improvements pursuant to plans and specifications approved by the Planning, Maintenance, and Construction Branch (PMC), and the Board's acceptance of the completed improvements as a Gift to the City of Los Angeles. A Site Map and the Scope of Work for the Project is included in the Agreement as Exhibits A and B, respectively. Also included in the Agreement as Exhibit C, are renderings of the proposed scoreboard design and recognition signage to be displayed at the fields, to recognize and acknowledge the monetary contributions provided by MLB, in accordance with the RAP Sponsorship Recognition Policy. RAP staff recommends that the Board approve the proposed recognition signage for the location. The proposed recognition signage also indicates possible placement of additional sponsor recognition in the future. This has been added for reference purposes only to indicate where additional sponsor recognition may be located on the signage in the future if additional sponsor recognition is requested by LADF. If LADF requests the addition of additional sponsors for recognition in the future, staff will return to the Board for approval of the additional recognition at that time with renderings of the additional sponsor recognition and the placement of the additional recognition on the existing signage. Any other

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proposed modifications to the recognition signage from what is set forth in Exhibit C of the Agreement shall also require prior approval by RAP staff and the Board before implementation.

The scope of work for the LADF Project consists of various field improvements such as, but not limited to, soil and turf treatment, grading, soil amendments and compaction, irrigation, sod installation, infield mix, batter's box and pitching area clay, infield fixtures and conditioner, backstop padding, dugouts, bleachers, drive gates, and drinking fountain, as more fully described for the project in the Agreement. RAP will perform field lighting enhancements as part of the RAP Project through available Park Fees funding at Lincoln Park Recreation Center, subject to the Board's approval under this Report. Two lighting poles will be added for the larger field, and the smaller field which is currently not lit will have a complete lighting system installed.

The LADF Project will be managed by Landmark Construction Solutions, Inc. (Landmark), LADF's selected contractor, and performed by their contractors under the authority of a right of entry permit (ROE) issued by PMC to Landmark. These LADF improvements will be performed in coordination with PMC staff. RAP will oversee the performance of the RAP Project, which will be performed by one or more existing, on-call contractors already under contract with RAP.

In order to have the Project completed in time for the MLB All-Star game on July 14, 2020, Project work must begin by mid-February 2020. Field dedications are tentatively scheduled for July 2020.

### Lincoln Park Recreation Center – Sports Field Lighting (PRJ21342) Project (RAP Project)

Lincoln Park is located at 3501 Valley Boulevard in the Lincoln Heights community of the City. This 42.81-acre park provides a lake, a recreation center, picnic areas, play areas, tennis courts, and a swimming pool for the surrounding community. Approximately Nine Thousand Four Hundred Twenty-Eight (9,428) City residents live within a one half (1/2) mile walking distance of Lincoln Park. Due to the facilities, features, programs, and services it provides, Lincoln Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

#### Project Scope

The RAP Project includes upgrades to existing sports field lighting and installation of new sports field lighting.

#### Project Funding

Upon approval of this Report, Five Hundred Fifty Thousand Dollars (\$550,000.00) in Park Fees can be committed to the RAP Project.

These Park Fees were collected within five (5) miles of Lincoln Park Recreation Center, which is the standard distance for the commitment of the Park Fees for community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

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### Funding Source Matrix

Source	Fund/Dept/Acct	Work Order	Amount	Percentage
Park Fees	302/89/89716H	QT062781	\$550,000.00	100%
<b>Total</b>			\$550,000.00	100%

### Project Construction

RAP Staff has determined that sufficient funding has been identified and construction of the RAP Project is anticipated to begin in February 2020.

### TREES AND SHADE

The approval of this proposed Project will include the removal of three (3) small Magnolia trees at Lincoln Park Recreation Center, one of which is dead. RAP shall replace the removed trees with six (6) new 24" box tree plantings, the type, size, quantity, and location to be determined by RAP's Forestry Division.

### ENVIRONMENTAL IMPACT

The proposed Project consists of the LADF Project and the RAP Project, which includes the refurbishment of two existing baseball fields, installation of new lighting, grading of the existing turf and field and placement of new signs as well as placement of accessory structures. As such, staff recommends the Board determines that the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1), Class 1(12), Class 4(1), Class 11(1) and Class 11(6) of City CEQA Guidelines, as well as Article 19, Section 15301(a), 15304(a) and 15311(a) of California CEQA Guidelines. An NOE will be filed with the Los Angeles County Clerk upon Board approval.

### FISCAL IMPACT STATEMENT

The LADF Project will be funded by Major League Baseball through LADF. The RAP Project is being funded through available Park Fees funding. Future maintenance costs for the fields will continue under the existing maintenance budget allocation for both facilities, as the improvements consist of enhancements and upgrades to existing ball field facilities. Should additional maintenance funding be deemed necessary in the future, it's anticipated that any requested increase through the City budget process would be nominal. If specified maintenance funds for the improved fields are not allocated through the budget process, the improvements will be included in the existing Metro Region maintenance route for the park.

The approval of the proposed Agreement and the commitment of Park Fees will have no fiscal impact on RAP's General Fund. The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Park Fees or

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funding sources other than RAP's General Fund. The maintenance of the proposed park improvements can be performed by current staff with minimal impact to existing maintenance service at this facility.

### STRATEGIC PLAN INITIATIVES AND GOALS

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

**Goal No. 1:** Provide Safe and Accessible Parks

**Outcome No. 2:** All parks are safe and welcoming

**Result:** The upgrade to existing lighting and installation of new sports field lighting will enhance the park users' experience.

This report was prepared by Joel Alvarez, Senior Management Analyst II, and Raymond Chang, Management Analyst, Partnership Section.

### LIST OF ATTACHMENTS

1. Proposed Agreement



**AGREEMENT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
THE LOS ANGELES DODGERS FOUNDATION  
FOR THE INSTALLATION OF BASEBALL FIELD IMPROVEMENTS  
AT LINCOLN PARK RECREATION CENTER**

THIS AGREEMENT ("AGREEMENT") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "EFFECTIVE DATE"), by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (collectively, "CITY"), and The Los Angeles Dodgers Foundation, a California nonprofit public benefit corporation ("LADF"), for the installation of softball and baseball field improvements at Lincoln Park Recreation Center, which will be funded by a contribution from Major League Baseball ("MLB") to LADF of certain proceeds related to the 2020 MLB All-Star Game. CITY and LADF may each be referred to individually as a "PARTY" and/or collectively as "PARTIES."

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP") owns, operates, and maintains real property commonly known as Lincoln Park Recreation Center, located at 3501 Valley Boulevard, Los Angeles, CA 90031 ("CENTER"); and,

WHEREAS, LADF supports key cornerstone programs in sports and recreation, education and literacy, health and wellness, and benefitting children and families throughout the greater Los Angeles area and is exempt from federal income taxation under Internal Revenue Code Section 501(c)(3), and is not a private foundation under Internal Revenue Code Section 509(a); and,

WHEREAS, LADF has successfully completed over fifty (50) Dodgers Dreamfield projects in the greater Los Angeles area, with twenty-six (26) of them currently on RAP property; and,

WHEREAS, the PARTIES desire to redevelop the existing two (2) baseball/softball fields ("FIELDS") at the CENTER into Dodgers Dreamfields ("DREAMFIELDS"), as further described herein ("FIELD IMPROVEMENTS"); and,

WHEREAS, LADF has partnered with MLB and the Los Angeles Dodgers baseball team to leave a lasting legacy of community projects that will impact the greater Los Angeles area beyond the MLB All-Star Game; and,

WHEREAS, as part of that strategic partnership, MLB has promised LADF that MLB will make a contribution from certain proceeds related to the 2020 MLB All-Star Game, of which Eight Hundred and Fifteen Thousand Dollars (\$815,000.00) will be used to fund the installation of the FIELD IMPROVEMENTS, pursuant to project plans and specifications ("PLANS") approved by the RAP Planning, Maintenance, and Construction Branch ("PMC"); and,

WHEREAS, LADF has contracted with LandMark Construction Solutions, Inc. ("LANDMARK"), to manage the completion of the FIELD IMPROVEMENTS, securing and utilizing the services of various licensed contractors, including subcontractors and vendors (collectively, "CONTRACTORS"), in coordination with PMC; and,

WHEREAS, RAP has agreed to contract directly with one or more licensed contractors selected by RAP (collectively, "RAP CONTRACTOR") to perform additional improvements at the FIELDS to augment and/or facilitate the FIELD IMPROVEMENTS, such as but not limited to field lighting enhancements and tree removal(s) ("RAP ENHANCEMENTS"), valued up to the approximate amount of Five Hundred and Fifty Thousand Dollars (\$550,000.00), in accordance with the approved PLANS; and

WHEREAS, LADF wishes to provide the FIELD IMPROVEMENTS, which will be paid for by LADF with the funds that will be contributed by MLB to LADF, to RAP as a gift to the City of Los Angeles and its residents ("GIFT") valued up to Eight Hundred and Fifteen Thousand Dollars (\$815,000.00), and CITY has agreed to accept the GIFT at the meeting of its Board of Recreation and Park Commissioners ("BOARD") held on date, 2020 (Report No. 20-???)

NOW, THEREFORE in consideration of the forgoing and the terms and conditions contained herein, and the performance thereof, the PARTIES to this AGREEMENT hereto mutually agree as follows:

Pursuant to this AGREEMENT, the PARTIES hereby agree to work cooperatively to have the FIELD IMPROVEMENTS and RAP ENHANCEMENTS installed at the FIELDS as described herein (collectively, "PROJECT"), and LADF hereby agrees to donate the GIFT to CITY, and CITY hereby agrees to accept the GIFT under the terms and conditions set forth below.

1. Parties.

CITY: City of Los Angeles  
Department of Recreation and Parks  
Partnership Division  
221 N. Figueroa Street, Suite 180  
Los Angeles, CA 90012

LADF: The Los Angeles Dodgers Foundation  
Dodger Stadium  
1000 Vin Scully Avenue  
Los Angeles, CA 90012  
Attn: Nichol Whiteman, Chief Executive Officer

2. The PROJECT. The total value of the PROJECT is One Million, Three Hundred and Sixty-Five Thousand Dollars (\$1,365,000.00), which includes the value of the FIELD IMPROVEMENTS and RAP ENHANCEMENTS. LADF shall contract with LANDMARK to manage and oversee the installation of the FIELD IMPROVEMENTS, including, without limitation, the coordination of work with any CONTRACTORS hired by LANDMARK and/or LADF. Pursuant to the approved PLANS, the FIELD IMPROVEMENTS will be installed at the FIELDS located within the CENTER, as illustrated by the Site Map attached hereto and incorporated herein by reference as Exhibit A, and in accordance with the Project Scope and Cost Estimate collectively attached hereto and incorporated herein by reference as Exhibit B.

RAP shall contract directly with the RAP CONTRACTOR and pay invoices directly for completion of the RAP ENHANCEMENTS.

In accordance with Sections 5(f) and 9 of this AGREEMENT, LADF shall be authorized to incorporate its name, logo, and/or other identifying marks into the design of the FIELD IMPROVEMENTS as set forth in the Signage Rendering attached hereto and incorporated herein by reference as Exhibit C.

For purposes of constructing the FIELD IMPROVEMENTS, LADF and LANDMARK shall be provided access to the CENTER and FIELDS, including, without limitation, for ingress-egress and use of certain areas for staging and storage, under the authority of a Right of Entry Permit ("ROE") issued by PMC.

3. The GIFT. LADF agrees to provide the GIFT to RAP for the primary benefit and enjoyment of City of Los Angeles resident youth. Excluding the RAP ENHANCEMENTS as this portion of the PROJECT is not part of the GIFT, the total value of the GIFT is approximately Eight Hundred and Fifteen Thousand Dollars (\$815,000.00).
4. Contributions. The PARTIES agree that the contributors included below shall be acknowledged in accordance with the RAP Sponsorship Recognition Policy as described by Sections 5(f) and 9 herein and as more fully set forth in this AGREEMENT, for their respective financial and/or in-kind contributions towards the FIELD IMPROVEMENTS, as described herein.

LADF	Major League Baseball	TOTAL
In-kind Management Services	\$815,000.00	\$815,000.00

5. CITY's Covenants: CITY hereby covenants the following, in order to induce LADF to enter into this AGREEMENT and to provide the GIFT:

- (a) CITY will contract with the RAP CONTRACTOR and shall be responsible for the completion of the RAP IMPROVEMENTS, and shall make related invoice payments directly to the RAP CONTRACTOR, up to the amount of Five Hundred and Fifty Thousand Dollars (\$550,000.00).
- (b) Following completion of the PROJECT, CITY will maintain the FIELD IMPROVEMENTS in a safe and attractive manner consistent with LADF's image and reputation, and in accordance with the terms and conditions of applicable product warranty(ies);
- (c) CITY, which owns the CENTER, shall ensure that the property upon which the FIELD IMPROVEMENTS are located, is free of any liens, encumbrances, or third-party claims that would be inconsistent with the intent of the FIELD IMPROVEMENTS being used for recreation and play activities;
- (d) RAP shall assist LANDMARK in obtaining, all necessary permits, authorizations and consents, as well as issue LANDMARK a Right of Entry Permit ("ROE") authorizing access to and through the CENTER to perform the FIELD IMPROVEMENTS;
- (e) In accordance with this AGREEMENT, LADF shall make payments in coordination with any applicable LADF payments, directly to LANDMARK for costs and expenses related to the FIELD IMPROVEMENTS, in accordance with the Project Scope and Cost Estimate attached hereto as Exhibit B, and/or as mutually agreed to by the PARTIES;
- (f) In accordance with the RAP Sponsorship Recognition Policy and Section 9 herein, CITY shall recognize LADF and MLB for their contributions to the PROJECT, respectively, through the placement of their name and logo on the scoreboard and signage at the FIELD IMPROVEMENTS only in the manner set forth in Exhibit C hereto (collectively, "RECOGNITION SIGNAGE"); which shall be kept in such place for so long as the FIELDS are operated by RAP and remain in presentable condition. Should the RECOGNITION SIGNAGE become worn and unattractive over time, LADF shall retain the opportunity to renovate or replace such RECOGNITION SIGNAGE at LADF's expense, subject to RAP concurrence and approval of design and content. In such case that LADF chooses to not refurbish or replace the RECOGNITION SIGNAGE, RAP shall retain the right to remove or replace the RECOGNITION SIGNAGE at its sole discretion.
- (g) CITY shall ensure that the FIELDS shall be used exclusively for recreation and play activities for so long as the FIELDS remain open to the public; and
- (h) CITY is authorized to enter into this AGREEMENT.

6. LADF Covenants: LADF hereby covenants the following, in order to induce CITY to enter into this AGREEMENT and to accept the GIFT:
- (a) In accordance with the GIFT and this AGREEMENT, LADF shall contract with LANDMARK and/or CONTRACTORS, and shall make payments directly to LANDMARK and/or CONTRACTORS, for costs and expenses related to the FIELD IMPROVEMENTS, in accordance with the Project Scope and Cost Estimate attached hereto as Exhibit B;
  - (b) In any contracts entered into hereunder by LADF with LANDMARK and/or any CONTRACTORS, LADF shall require LANDMARK and/or such CONTRACTORS, if applicable, to agree in writing to be in compliance with all applicable local, state, and federal regulations and requirements as related to the performance of the FIELD IMPROVEMENTS;
  - (c) In accordance with Section 12 herein, any contracts entered into hereunder by LADF with LANDMARK and/or any CONTRACTORS, LADF shall require LANDMARK and/or such CONTRACTORS performing FIELD IMPROVEMENTS at the CENTER, to possess appropriate insurance coverage(s) in compliance with the terms and conditions of the Right of Entry Permit issued by RAP, authorizing the installation of the FIELD IMPROVEMENTS;
  - (d) In any contracts entered into hereunder by LADF with LANDMARK and/or any CONTRACTORS, LADF shall require that LANDMARK and/or such CONTRACTORS adhere to the terms and conditions of this AGREEMENT;
  - (e) In any contracts entered into hereunder by LADF with LANDMARK and/or any CONTRACTORS, LADF shall require that the FIELD IMPROVEMENTS be performed in accordance with plans and specifications mutually approved by the PARTIES, referred to herein as PLANS, and pursuant to the terms and conditions of this AGREEMENT; and
  - (f) LADF is authorized to enter into this AGREEMENT.
7. Status: CITY affirms that it is a tax-exempt municipal corporation, and LADF affirms that it is a California nonprofit public benefit corporation.
8. Books and Records: Throughout the TERM, the PARTIES agree to maintain sufficient operating and financial books, records, and related documentation regarding the GIFT, the FIELD IMPROVEMENTS, and any related activities of the PARTIES related to this AGREEMENT, and further each agree to allow the other PARTY reasonable access to such books, records, and other documentation as related to the GIFT and implementation of this AGREEMENT.

9. Publicity and Recognition:

- (a) The PARTIES shall acknowledge one another as co-contributors in written material(s), news releases, and related marketing or publicity materials regarding the PROJECT, including, but not limited to, an initial press conference and/or dedication ceremonies for the FIELDS;
- (b) The PARTIES agree to assist and cooperate in a mutually acceptable grand-opening and/or dedication event at the FIELDS;
- (c) The PARTIES also shall have the right to publicize, show photographs of, use the name of, and otherwise promote their respective contributions to the FIELDS;
- (d) LADF shall be given usage of the FIELDS for sports and/or special events upon reasonable notice to RAP, subject to CITY's prior approval, which approval shall not be unreasonably denied, delayed, or withheld. CITY shall not charge LADF a fee for use of the FIELDS for these events, but may charge LADF for CITY's personnel expenses for staff supervision, security, maintenance, and/or traffic control during the event(s);
- (e) Pursuant to Sections 2, 4 and 5(f) of this AGREEMENT, and in accordance with the RAP Sponsorship Recognition Policy, the LADF shall have the right (but not the obligation) to incorporate the RECOGNITION SIGNAGE described herein, into the design of the FIELD IMPROVEMENTS and place such signage on or around the FIELD IMPROVEMENTS in areas involving the scoreboard, fencing, and backstop at the FIELDS, subject to prior review and written approval by RAP. The content, design, size, and placement of all RECOGNITION SIGNAGE shall be in the manner as set forth in Exhibit C hereto and shall be consistent with City of Los Angeles sign laws, RAP Sponsorship Recognition Policy, and any applicable RAP or City of Los Angeles procedures and/or guidelines. LADF acknowledges and agrees that any modifications to the RECOGNITION SIGNAGE from that set forth in Exhibit C of this AGREEMENT, including the addition of any sponsor graphics or texts other than those specifically identified in Exhibit C, shall require the approval of RAP and the BOARD prior to implementation, which shall be given in their sole discretion;
- (f) Any future proposed change to the name of the FIELDS shall be subject to prior approval by the BOARD, pursuant to the RAP Naming Policy;
- (g) LADF shall have the right, at LADF events at the FIELDS [e.g., events as described in 9(a), 9(b), or 9(d) above], to operate a booth or similar area for community benefit and promotional purposes. The size and location of the

booth or similar area shall be subject to RAP prior approval, not to be unreasonable withheld; and

- (h) The PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of the GIFT, the FIELD IMPROVEMENTS, and/or this AGREEMENT.
  - (i) Any press release, public announcement, marketing materials, or brochures prepared by any of the PARTIES regarding the GIFT and FIELD IMPROVEMENTS, shall appropriately acknowledge the contributions of the PARTIES and MLB.
  - (ii) To the extent stipulated in any grant agreement, partnership agreement, donation agreement, or other agreement with respect to the GIFT and the FIELD IMPROVEMENTS, the PARTIES shall duly notify any grantors, donor, partner or other applicable party, and each other, prior to any public or media event publicizing the accomplishments funded by any such grant agreement or other funding source, and shall provide the opportunity for attendance and participation by the grantor, donor, partner, or other respective representatives;
  - (iii) Regarding the GIFT and FIELD IMPROVEMENTS, the PARTIES shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of CITY and LADF; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or LADF, in whole or in part, pursuant to the acquisition of property and/or installation of improvements regarding the GIFT and FIELD IMPROVEMENTS, shall contain any acknowledgements required under any related grant agreement, partnership agreement, donation agreement or other agreement or funding source; and
  - (iv) LADF agree that any public release or distribution of information related to the FIELD IMPROVEMENTS, the FIELDS, or this AGREEMENT and/or any related project, program or services, shall include the following statement at the beginning or introduction of such release:

“In collaboration with the City of Los Angeles,  
Department of Recreation and Parks,”

- 10. Absence of LADF Warranties: LADF makes no representation(s) or warranties hereunder of any kind, expressed or implied, as to any matter, including implied warranties of fitness for a particular purpose, merchantability or otherwise relating to the

FIELD IMPROVEMENTS or any component thereof, or the performance by LANDMARK and/or any CONTRACTORS of any services. In no event, except as provided in Paragraph 11 of this AGREEMENT, will LADF be liable for any damages, including personal injury, lost profits, or other consequential, exemplary, incidental or punitive damages arising out of this AGREEMENT, the GIFT, and/or the FIELD IMPROVEMENTS.

11. Indemnification/Hold Harmless:

- (a) Except for the active negligence or willful misconduct of LADF, LANDMARK, and/or CONTRACTORS, or any of LADF's officers, directors, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, insurers and assigns, CITY agrees to indemnify, defend, and hold harmless LADF, their officers, directors, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, insurers and assigns from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal/attorneys' fees and expenses arising out of or related to any legal proceeding and any legal appeal) related to the GIFT, the FIELD IMPROVEMENTS, or this AGREEMENT, and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with the CITY's negligent acts, errors, omissions or willful misconduct, including the maintenance, location, or condition of the FIELDS, or any person's use of the FIELDS, whether authorized or unauthorized, proper or improper. Without limiting this obligation, CITY will maintain the insurance described in Section 12, below, for so long as the FIELDS remain in operation or open to the public.
- (b) Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors-in-interest, LADF, during LADF special events or during construction of the FIELD IMPROVEMENTS (including the operation of booths or similar area for promotional purposes) undertake(s) and agree(s) to defend, indemnify, and hold harmless CITY and any of its boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, legal/attorney's fees, expenses and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including LADF's employees and agents, or damage or destruction of any property of any of the PARTIES hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident during LADF's use of the FIELDS or construction of the FIELD IMPROVEMENTS or use or construction by LADF's contractors of any tier. Without limiting this obligation, LADF will maintain the insurance described in Section 12, below,



during the LADF special events occurring at the FIELDS during the TERM of this AGREEMENT.

- (c) This Paragraph 11 shall survive the expiration of the TERM or earlier termination of this AGREEMENT.

12. Insurance Requirements:

- (a) LADF shall cause its CONTRACTORS to obtain and keep in effect for the period of time the FIELD IMPROVEMENTS are under construction, at minimum the following insurance coverage at CONTRACTORS' expense:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Commercial General Liability (including bodily injury, property damage, products/completed operations, personal injury, participants' bodily injury liability and contractual liability coverages)	\$1,000,000.00

The coverage limits described above may be obtained through a self-insurance program or a combination of self-insurance and excess coverage from a commercial insurer. In the event that commercial insurance is purchased, coverage shall be written by insurance companies that are satisfactory to CITY and that are licensed to do business in the State of California. The policies, including self-insurance, shall be endorsed to name the City of Los Angeles and its respective directors, officers, employees, agents, and affiliates as additional insureds, and shall be written on an occurrence basis.

LADF shall cause its CONTRACTORS to maintain the level of insurance described above in this Section 12(a) and specified on the Form 146R which shall be attached to the ROE to be issued by PMC for the completion of the FIELD IMPROVEMENTS, and incorporated therein.

- (b) LADF shall maintain the level of insurance described above and/or stipulated in any Right of Entry Permit or other written authorization provided by RAP, for any special events that LADF may operate or perform at the FIELDS during the TERM of this AGREEMENT and/or after RAP has opened the FIELDS to the public.
- (c) CITY shall obtain and keep in effect for the period of time the FIELDS are in operation or open to the public, at CITY's expense, the following insurance coverage:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
--------------------------	----------------------------

Commercial General Liability (including bodily injury, property damage, products/completed operations, personal injury, participants' bodily injury liability and contractual liability coverages) \$1,000,000.00

The coverage limits described above may be obtained through a self-insurance program or a combination of self-insurance and excess coverage from a commercial insurer. In the event that commercial insurance is purchased, coverage shall be written by insurance companies that are satisfactory to LADF and that are licensed to do business in the state or country in which the FIELDS are located. The policies, including self-insurance, shall be endorsed to name LADF and its respective directors, officers, employees, agents, and affiliates as additional insureds, and shall be written on an occurrence basis.

13. 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 PARTY. Each MARK shall remain the sole and exclusive intellectual property of the pertinent PARTY.
14. Term: The "TERM" of this AGREEMENT shall commence upon execution of this AGREEMENT, and shall expire one (1) year from the EFFECTIVE DATE.
15. Disclaimer: It is expressly understood by CITY and LADF, that no director, member, officer, employee or other representative of CITY and/or LADF shall incur any financial responsibility or liability of any kind or nature whatsoever, in connection with this AGREEMENT, or any amendment and/or subsequent agreement regarding the subject matter hereof.
16. Relationship of the PARTIES: The PARTIES agree that no PARTY shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other PARTY, except as expressly provided herein. The PARTIES are independent contractors and this AGREEMENT is not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship.
17. Ratification: The PARTIES acknowledge and agree that, at the request of RAP, and because of the need therefore, LADF may have begun performance of its responsibilities herein prior to the execution hereof. By its execution hereof, RAP hereby accepts such service subject to all the terms, covenants, and conditions of this AGREEMENT, and ratifies its AGREEMENT with LADF for such services.

18. Post-Construction

- (a) Upon completion of construction, RAP shall conduct a post-development inspection to ensure that the FIELD IMPROVEMENTS have been developed in compliance with the terms and conditions of this AGREEMENT.
- (b) Following the RAP's acceptance of the completed FIELD IMPROVEMENTS, and subsequent to opening the FIELDS to the public, LADF shall have no involvement, whether financial or otherwise, with the use, operation, maintenance, landscaping, repair, insurance, programming or modifications of the FIELD IMPROVEMENTS except as set forth in this AGREEMENT.

19. Entire Agreement: This 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 Agreement may not be amended or modified, except in a writing signed by the PARTIES.

20. Governing Law: This Agreement has been negotiated, executed and delivered and will be performed in the State of California and shall be governed by and construed in accordance with its laws.

21. Captions: All captions and headings in this Agreement are for the purposes of reference and convenience only. They will not limit or expand the provisions of this Agreement.

22. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement shall not be effective as to any PARTY unless and until it has been executed by or on behalf of every PARTY.

23. Exhibits:

Exhibit A – Project Site Map  
Exhibit B – Project Scope and Cost Estimate  
Exhibit C – Recognition Signage Renderings

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, PARTIES have executed this AGREEMENT as of the date first written above.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

THE CITY OF LOS ANGELES, a municipal  
corporation, acting by and through its  
BOARD OF RECREATION AND PARK  
COMMISSIONERS

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

THE LOS ANGELES DODGERS  
FOUNDATION

By \_\_\_\_\_

Title: \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

Approved as to Form:

Date: \_\_\_\_\_

MICHAEL N. FEUER,  
City Attorney

By \_\_\_\_\_  
DEPUTY CITY ATTORNEY

Exhibit A  
Project Site Map  
Lincoln Park Recreation Center

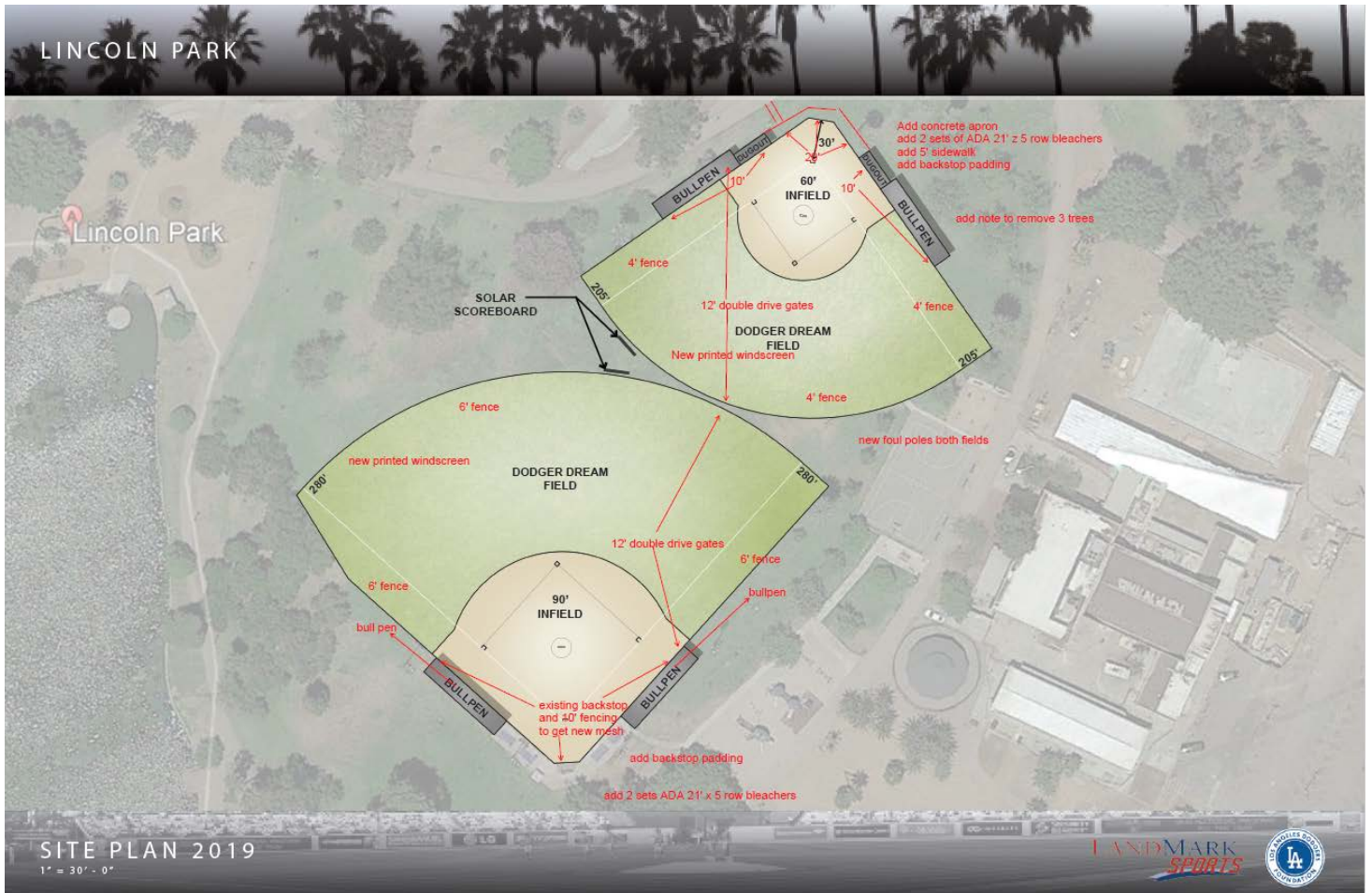


Exhibit B  
Project Scope and Cost Estimate for Baseball Field Improvements at  
Lincoln Park Recreation Center

- Add backstop padding.
- Spray of turf to start as soon as right of entry permit is issued.
- Temporary fence supplied by City to remain.
- ADA dugouts will be added by expanding the existing dugouts to 8' X 20' with roofs.
- 2 sets of ADA 21' long by 5' wide row bleachers to added around home plate.
- Replace drinking fountain. LADF to purchase and City to install.
- Double drive gates to be added on the side and outfield of each new field for access onto the field and between fields.
- Must have 10' minimum distance between outfield fences.
- City to investigate lighting enhancements.
- City to remove three (3) existing Magnolia trees, one of which is dead.
- City to install six (6) new 24" box tree plantings at the CENTER. The type and specific location to be determined by the RAP Forestry Division.
- City to do gopher control.
- Work to begin in February 2020 and completed by June 30, 2020.
- Dedication ceremony on July 11, 2020.

Dodgers DreamFields  
at Lincoln Park

Cost Estimate

1/15/2020

			TOTAL
<u>Lincoln Park Regulation Baseball Field</u>			
Fencing- outfield home run fencing, backstop, dugout roofs, foul poles, top cap			\$75,000
Chemical treatment/weed and grass killer			\$2,550
Remove and replace field fixtures			\$3,000
Pulverize and till project area			\$24,000
Soil prep			\$13,000
Sod	85,000	\$0.52	\$44,200
Laser Level Playing Surface			\$16,000
Laser Level Infield Surface			\$1,800
Install Infield Mix			\$5,300
Infield mix	400	\$54.00	\$21,600
Infield Conditioner			\$9,000
Batters Boxes			\$1,600
Mound clay			\$1,200
Bull Pens			\$13,200
Remove, Lower and Install New Sprinkler Heads			\$9,300
Install Quick Connect Valves for Manual Watering			\$4,000
Infield watering system			\$8,000
Relocate Sprinkler Heads			\$4,500
Twelve weeks of Maintenance			\$4,000
Solar scoreboard			\$8,442
Scoreboard install			\$28,333
Signage			\$12,375
Printed windscreen			\$12,284
Backstop Padding			\$3,000
ADA Bleachers			\$20,000
Scoreboard Engineering			\$540
ADA Drinking Fountain			\$4,000
Contingency			\$460
Management			\$35,068
Expenses			\$2,500
Total for Lincoln Park Regulation Field			\$388,252
<u>Lincoln Park Softball Field</u>			
Fencing- outfield home run fencing, backstop, dugout roofs, foul poles, top cap			\$65,000
Chemical treatment/weed and grass killer			\$1,950
Remove and replace field fixtures			\$1,250
Pulverize and till project area			\$13,000
Rough Grade			\$7,900
Soil Amendments			\$9,925
Finish Grade			\$3,950
Soil prep			\$5,800
Sod	38,100	\$0.52	\$19,812
Laser Level Infield Surface			\$1,200
Install Infield Mix			\$9,500
Infield mix	300	\$54.00	\$16,200
Infield Conditioner			\$6,000
Batters Boxes			\$1,600

Mound clay			\$1,200
Bull Pens			\$9,600
Remove, Lower and Install New Sprinkler Heads			\$6,300
Install Quick Connect Valves for Manual Watering			\$4,000
Infield watering system			\$5,500
Relocate Sprinkler Heads			\$13,500
Relocate existing irrigation controller outside of field			\$10,000
Twelve weeks of Maintenance			\$4,000
Bleacher Relocation			\$900
Demo of existing field			\$16,000
Concrete Spectator area and dugouts			\$19,800
Solar scoreboard			\$8,442
Scoreboard install			\$28,333
Signage			\$12,375
Printed windscreen			\$12,284
Backstop Padding			\$5,000
ADA Bleachers			\$20,000
Scoreboard Engineering			\$540
Contingency			\$4,460
Management			\$34,532
Expenses			\$2,500
<b>Total for Lincoln Park Softball Field</b>			<b>\$382,353</b>

Between Fields

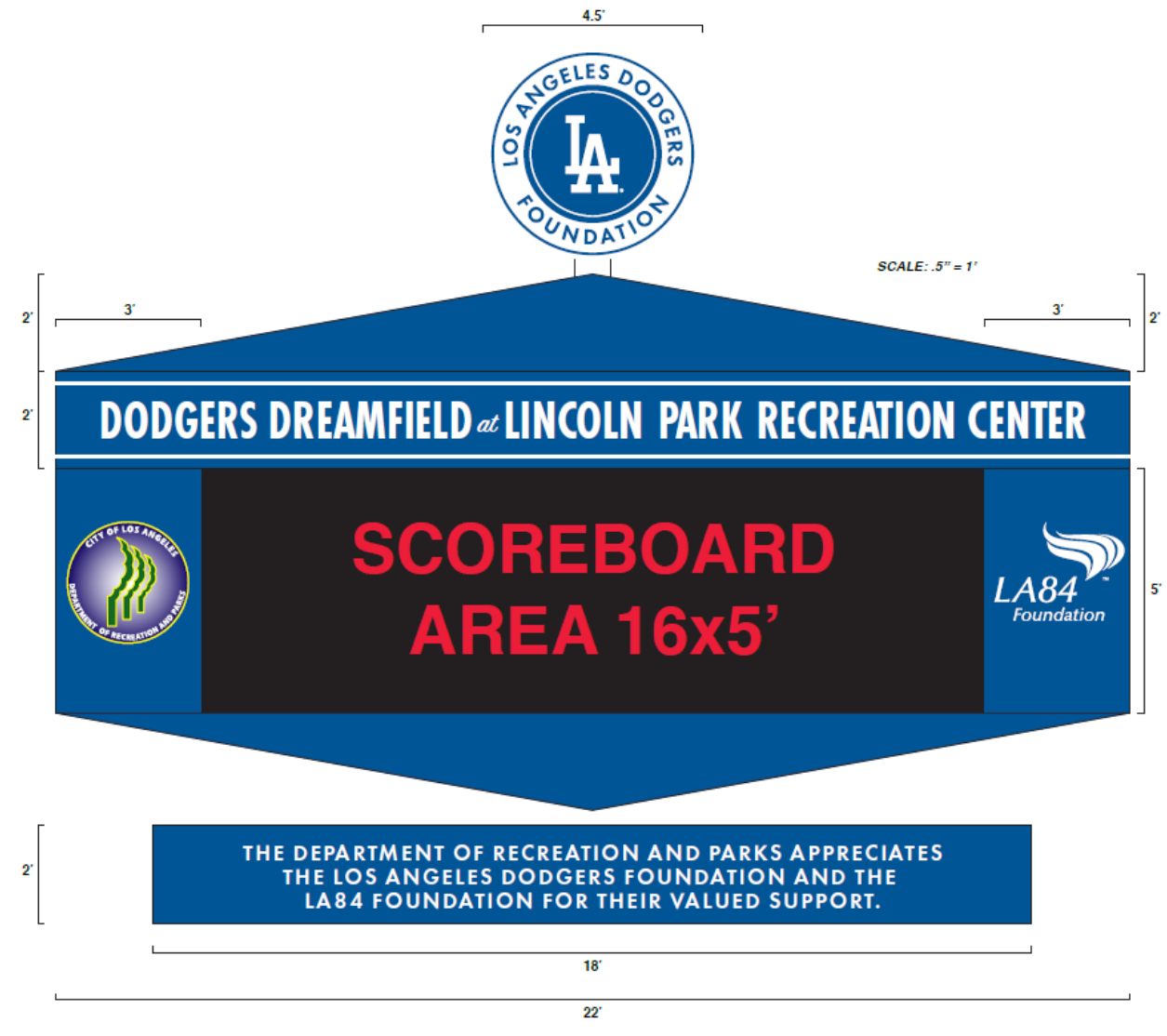
Chemical treatment/weed and grass killer			\$450
Pulverize and till project area			\$6,000
Laser level project area			\$3,000
Soil prep			\$4,000
Sod	20,000	\$0.52	\$10,400
Remove, Lower and Install New Sprinkler Heads			\$3,000
Contingency			\$10,781
Management			\$3,763
Event Cost			\$3,000
<b>Total for Between Fields</b>			<b>\$44,394</b>

**Grand Total \$ 815,000**



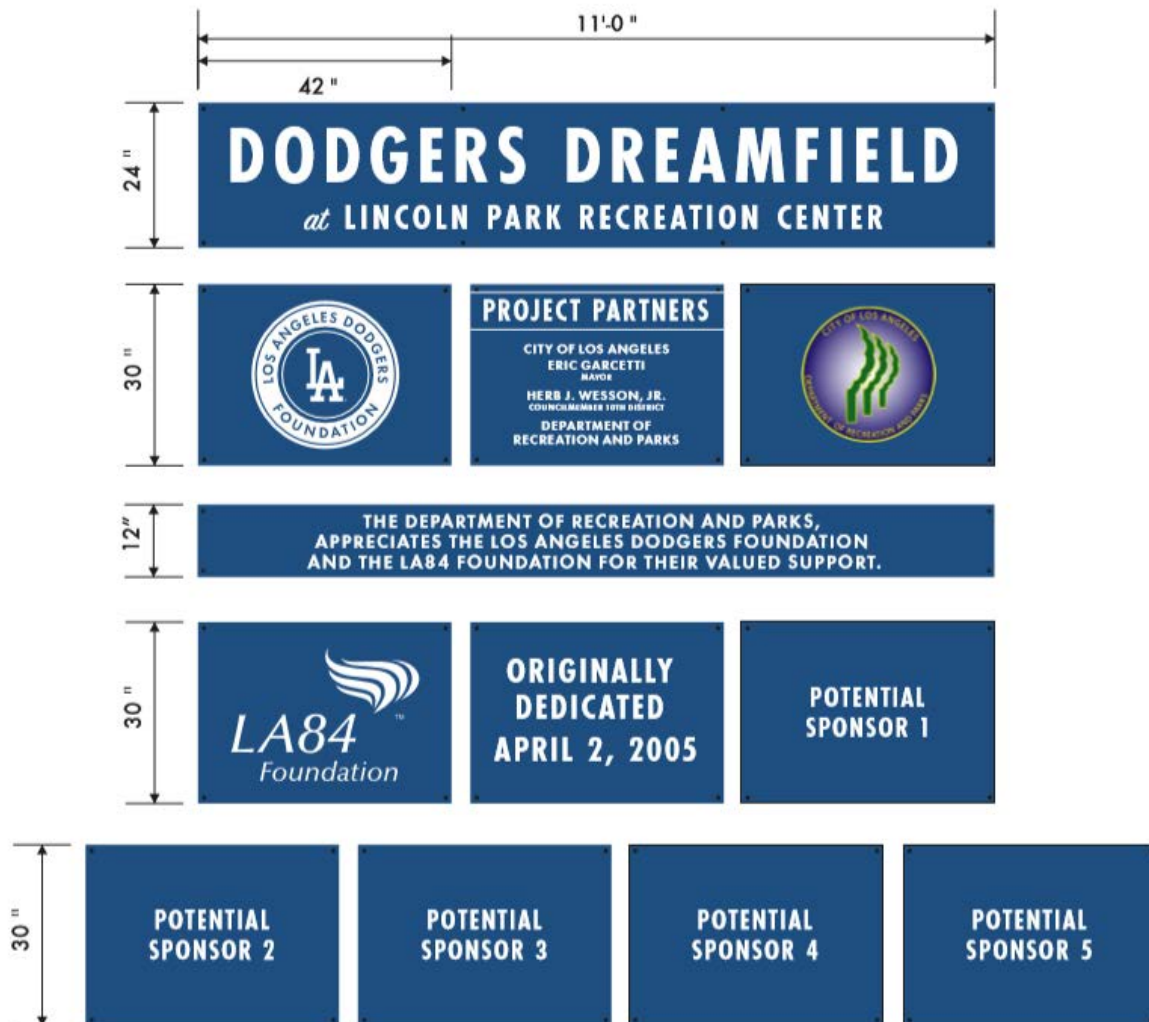
Exhibit C  
Recognition Signage Rendering

Conceptual Scoreboard Design



(Sample Recognition Signage - Page 1 of 2)

## Conceptual Backstop Signage



## Conceptual Outfield Fence Windscreen Design (contiguous ribbon on fence)



(Sample Recognition Signage - Page 2 of 2)

**APPROVED**  
MAY 20 2021  
BOARD OF RECREATION  
AND PARK COMMISSIONERS

**BOARD REPORT**

NO. 21-085

DATE May 20, 2021

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: 2021 DODGERS RBI 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 REVIVING BASEBALL IN INNER CITIES PROGRAM BENEFITING YOUTH BASEBALL AND GIRLS SOFTBALL LEAGUES FOR THE 2021 SEASON AT NINETEEN (19) PARKS

AP Diaz \_\_\_\_\_

M. Rudnick \_\_\_\_\_

H. Fujita \_\_\_\_\_

C. Santo Domingo \_\_\_\_\_

\*J. Kim *JK*

N. Williams \_\_\_\_\_

*M. Shue*  
General Manager

Approved X

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

If Approved: Board President *Sylvia Potanues* Board Secretary *F. A. ...*

**RECOMMENDATIONS**

1. Authorize the Department of Recreation and Parks' (RAP) General Manager or designee to accept and receive the 2021 Dodgers RBI Program Grant (Grant) from the Los Angeles Dodgers Foundation (LADF) consisting of grant funds in the amount of One Hundred Forty Eight Thousand Six Hundred Eighty Dollars (\$148,680.00) and in-kind contributions of, uniforms, equipment, training and other items as further set forth in this Report with an estimated value of Two Hundred Twelve Thousand, Five Hundred Eighty-Four Dollars and Zero Cents (\$212,584.00), in support of RAP's operation of the Dodgers Reviving Baseball in Inner Cities Program (RBI) 2021 Season, for the benefit of youth ages 5-15 as further detailed in this Report, subject to the approval of the Mayor and City Council;
2. Approve the Grant Agreement (Agreement) in substantially the form attached as Attachment 1 of this Report;
3. 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 Council Committee and 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;

## BOARD REPORT

PG. 2      NO. 21-085

4. Authorize RAP's General Manager or designee to execute the Agreement upon the receipt of all necessary approvals;
5. 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 2021 Dodgers RBI program; and
6. 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 RBI Program (Program) is a part of an international Major League Baseball (MLB) initiative, which today encompasses more 200 cities and over 200,000 youth, helping them grow on and off the baseball field. Over the past seven years, the Program has been supported by MLB and LADF; one year by MLB for Spring League 2013, and by LADF for Spring Leagues 2014, 2015, 2016, 2017, 2018, and 2019. LADF has awarded the Grant to RAP for the 2021 Program. The 2021 Program began in April and will conclude in August 2021.

The following is a list of the nineteen (19) recreation centers that are participating in the 2021 Program:

- Algin Sutton Recreation Center
- Baldwin Hills Recreation Center
- Central Recreation Center
- Cypress Recreation Center
- Denker Recreation Center
- Evergreen 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

## BOARD REPORT

PG. 3 NO. 21-085

The Grant provides support for the 2021 Program as follows:

- Funding in the amount of One Hundred Forty-Eight Thousand, Six Hundred Eighty Dollars and Zero cents (\$148,680.00), for staffing, umpire and field maintenance expense at nineteen (19) Program sites
- 4,236 sets of baseball and softball uniforms, consisting of a cap, two jerseys, pants, and socks for each participant; and 353 polo shirts for coaches. The value of the uniforms and sports apparel amount to approximately One Hundred Fifteen Thousand, Six Hundred Seven Dollars and Fifty Cents (\$115,607.50).
- Donated baseball and softball equipment is valued at approximately One Hundred Seven Thousand, Three Hundred Twelve Dollars and Zero Cents (\$107,312.00).
- LADF also provided RAP with the following in-kind contributions with an estimated value of Sixty-One Thousand, Six Hundred Sixty-Four Dollars and Fifty Cents (\$61,664.50), which includes:
  - Recruitment flyers and banners for each site
  - Virtual Coaches Trainings
  - 16 Virtual Fitness Clinics

### FISCAL IMPACT

The Grant provides funding, uniforms, equipment, and in-kind contributions valued at an estimated amount of Three Hundred Sixty-One Thousand, Two Hundred Sixty-Four Dollars and Zero Cents (\$361,264.00) from LADF in connection with the 2021 RBI Program. 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 2021 RBI Program at the nineteen (19) Recreation Centers.

### 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 RBI Leagues will train and develop approximately 4,000 girls and boys in baseball and softball.

This Report was prepared by Kimberly Simonet, Acting Principal Recreation Supervisor I, Pacific Region.

### ATTACHMENT:

1. Grant Agreement

DEPARTMENT OF RECREATION  
AND PARKS

BOARD OF COMMISSIONERS

SYLVIA PATSAOURAS  
PRESIDENT

LYNN ALVAREZ  
VICE PRESIDENT

TAFARAI BAYNE  
NICOLE CHASE  
JOSEPH HALPER

HAROLD ARRIVALLAGA  
BOARD SECRETARY (213) 202-2640

City of Los Angeles  
California



ERIC GARCETTI  
MAYOR

MICHAEL A. SHULL  
GENERAL MANAGER

ANTHONY-PAUL (AP) DIAZ, ESQ.  
EXECUTIVE OFFICER &  
CHIEF OF STAFF

JIMMY KIM  
ACTING ASSISTANT GENERAL MANAGER

MATTHEW RUDNICK  
ACTING ASSISTANT GENERAL MANAGER

CATHIE SANTO DOMINGO  
ASSISTANT GENERAL MANAGER  
(213) 202-2633 FAX (213) 202-2614

April 22, 2021

Nichol Whiteman, Chief Executive Officer  
Los Angeles Dodgers Foundation

Nicolas Sandler, President  
Los Angeles Dodgers Foundation

c/o Tiffany Rubin  
Director, Youth Programs  
Tiffanyr@dodgersfoundation.org

Letter of Intent to sign the 2021 Dodgers RBI Program Grant

Dear Ms. Whiteman and Mr. Sandler,

With gratitude we are excited to be working alongside the Los Angeles Dodgers Foundation to bring the youth in Los Angeles the opportunity to play Baseball and Softball this summer of 2021, free of charge.

We have received the grant award agreement attached and are working to obtain the necessary approvals from our Board of Commissioners and the City Council to execute the agreement as quickly as possible.

Once the Board and City Council have approved this grant agreement, we will be able to send you a signed copy of the attached grant agreement. This is intended to go to the Board of Commissioners on May 20 and then to the City Council in June. We estimate being able to have a signed document to you in July.

As always we look forward to working with your great organization providing the American past time to the youth of LA!! The Department began registration on Saturday, April 17, 2021.

Sincerely,

Jimmy Kim  
Acting Assistant General Manager  
Recreation and Parks Service Branch



Attachment



April 15, 2021

Kimberly Simonet  
Acting Principal Recreation Supervisor  
Pacific Region Headquarters  
1670 Palos Verdes Drive North  
Harbor City, CA 90710

Support Grant for 2021 Dodgers RBI Program with the City of Los Angeles

Dear Ms. Simonet,

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 (the "Grant Funds") to support the Dodgers RBI program with the City of Los Angeles, a government entity (the "Grantee"). In order to ensure that the Dodgers RBI program is free of charge for all families, this grant will offset staffing, field maintenance, and umpire fees, and accounts for historical participant fees. This **\$148,680.00** grant ("Grant Funds") for the approved **4,248** players at **19** locations will offset Grantee staffing, field maintenance and umpire fees for the 2021 Dodgers RBI program ("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 flyers, banners for each location, educational & health resources, coaches training, player development clinics and incentives/giveaways, and complimentary use of LeagueApps, the online registration system and access to special events throughout the season.

This grant is contingent upon the Grantee complying with the Dodgers RBI Program Requirements (Addendum 2) and the Dodgers RBI Rules (Addendum 3).

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

<b>Dodgers RBI Affiliate Partner Start Date</b>	<b>60% Disbursement Period</b>
June 1-June 30, 2021	July 15-July 31, 2021
July 1-July 31, 2021	August 15-August 31, 2021

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

In order to receive the remaining 40% of the Dodgers RBI grant funds, the following must be completed by the last day of games on any location's schedule:

- a. Ensure that registrations for players are input into LeagueApps. This must be completed within 15 days of the start date.
- b. Provide complete rosters and schedules for all divisions to LADF. This must be completed within 15 days of the start date.
- c. Ensure that all excess baseballs, softballs, uniform sets, and coach polos are returned to LADF. This must be completed within 15 days of the start date.
- d. All location directors must complete a midseason evaluation interview with LADF staff.
- e. To receive 100% of your Dodgers RBI grant amount, grantee must reach at least 90% of preseason player projections. For any variance greater than 10%, the grant will be reduced by the equivalent amount. 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 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 RBI Virtual Partners Meeting on Thursday May 13, 2021 from 10:30am-12:30pm on Zoom.**

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

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

## **TERMS AND CONDITIONS**

1. **Use of Funds.** The Grantee will use the Grant Funds solely for the Grantee's program purposes of staffing, field maintenance, and umpire fees for Dodgers RBI which brings baseball and softball programs to youth in underserved communities. The Grantee will repay to the Foundation any portion of the Grant Funds that is not spent in accordance with this Agreement.
  - a. **Financial Grant** - Through the Foundation grant, Grantee will use grant funds to offset staffing, field maintenance and umpire fees for the 2021 Dodgers RBI season.
  - b. **In-Kind Contributions** - Grant Funds complement the in-kind contribution of uniforms, equipment, recruitment flyers, banners, educational & health resources, coaches training, youth clinics, incentives/giveaways and complimentary use of



LeagueApps, the online registration system and access to special events throughout the season.

2. **Representation and Warranty Regarding Tax Status.** By entering into this Agreement, the Grantee represents and warrants that the Grantee is a tax exempt municipal corporation.
3. **Notice.** The Grantee will give the Foundation immediate written notice of any change in the Grantee's tax-exempt or public charity status described in Section 2 above.
4. **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 30 days after the last date of games. Once the Foundation makes the request for such report, any future payment under this Agreement or otherwise from the Foundation will be contingent upon the Grantee's provision of the report to the Foundation. Dodgers RBI Grantee Report Guidelines to be provided prior to end of season.
5. **Recordkeeping.** The Grantee will keep adequate records to substantiate the charitable purposes of its expenditures from the Grant Funds. 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. The Grantee will keep copies of all books and records related to the Grant Funds and all reports to the Foundation for at least four (4) years after the Grantee has expended the last of the Grant Funds.
6. **Insurance.** The Grantee represents and warrants that (a) it is, and will continue to be, adequately self-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 Program 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. The Grantee shall furnish the Foundation the policy or policies of insurance or a certificate of insurance or either written evidence of self-insurance satisfactory to the Foundation, evidencing the insurance or proof of self-insurance carried by or otherwise benefiting the Grantee.
7. **Prohibited Uses.** The Grantee will not use any portion of the Grant Funds for:
  - a. Influencing the outcome of any specific election for candidates to public office, or
  - b. Inducing or encouraging violations of law or public policy or causing any private inurement or improper private benefit to occur.

- 8. Funds Not Earmarked for Lobbying; Grantee Discretion.** The Foundation is making this grant to support the Grantee's charitable purposes as described in Section 1 of this 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.
- 9. No Pledge.** Neither this 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 this or any other project. The Grant contemplated by this Agreement will be a separate and independent transaction from any other transaction between the Foundation and the Grantee or any other entity.
- 10. Grant Announcements.** The Grantee will submit in advance to the Foundation, for review and revision, at the sole discretion of the Foundation, any announcements the Grantee intends to make regarding this grant, and any publications referring to this grant the Grantee intends to publish, other than in its annual reports or tax returns. The Foundation may include information on this grant in its periodic public reports.
- 11. Terrorist Activity.** The Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.
- 12. Indemnification.** 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, 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 any act or omission of the Grantee, its employees, or its agents, in applying for or accepting the Grant Funds, or in expending or applying the Grant Funds.
- 13. 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 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 Agreement. The Grantee agrees that if the Grantee has any doubts about its obligations under this Agreement, 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 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 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 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 Agreement are for the purposes of reference and convenience only. They will not limit or expand the provisions of this Agreement.
- f. Entire Agreement.** This 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 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 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. In addition to the award of any other remedy or relief, the prevailing party in any such arbitration proceeding will be entitled to his or its reasonable attorneys’ fees and costs (including, without limitation, arbitrators’ fees, Association fees and related fees) incurred in connection with such proceeding.
- h. Governing Law.** This 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. Survival.** Sections 1, 4, 5, 6, 7, 9 and 11, 12(a), 12(d) 12(g) and 12(h) of this Agreement shall survive the completion, or termination if sooner, of this Agreement. The representations and warranties in this Sections 2, 3 and 10 of this Agreement shall continue until the last installment payment of the Grant Funds, or termination of this Agreement if sooner.

Please direct all future communications concerning this grant to Tiffany Rubin, Director, Youth 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  
LOS ANGELES DODGERS FOUNDATION

Nicholas Sandler  
PRESIDENT  
LOS ANGELES DODGERS FOUNDATION

Accepted on behalf of City of Los Angeles by:

\_\_\_\_\_  
BY:

ITS:

APPROVED AS TO FORM:

Michael N. Feuer

City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
BY:

ITS:

Date: \_\_\_\_\_

## ***ADDENDUM 1***

### **APPROVED NUMBER OF PLAYERS, TEAMS, LOCATIONS AND VOLUNTEER COACHES**

<b>Locations</b>	<b>T-Ball (5-6)</b>	<b>Coach Pitch (7-8)</b>	<b>Minor (9-10)</b>	<b>Major (11-12)</b>
Algin Sutton Recreation Center	36	24	24	24
Baldwin Hills Recreation Center	48	72	72	72
Central Recreation Center	48	12	12	12
Denker Recreation Center	24	48	48	0
Evergreen Recreation Center	72	72	72	36
Harbor City Recreation Center	48	48	24	24
Highland Park Recreation Center	48	48	48	48
Jackie Tatum Harvard Recreation Center	48	48	48	24
Lincoln Park Recreation Center	48	48	36	48
Lou Costello Recreation Center	48	36	24	12
Montecito Heights Recreation Center	72	72	48	36
Normandie Recreation Center	48	48	48	48
Pecan Recreation Center	48	48	48	24
Ramon Garcia Recreation Center	48	48	24	24
Rosecrans Recreation Center	48	48	48	36
Ross Snyder Recreation Center	48	48	48	48
St. Andrews Recreation Center	48	48	48	48
Cypress Recreation Center	48	48	24	24
Wabash Recreation Center	48	48	24	12

<b>Locations</b>	<b>Junior (13-15)</b>	<b>Senior (16-18)</b>	<b>Minor Softball (9-10)</b>	<b>Major Softball (11-12)</b>	<b>Jr. Softball (9-12)</b>	<b>Sr. Softball (13-18)</b>
Algin Sutton Recreation Center	0	0	12	12	0	0
Baldwin Hills Recreation Center	48	0	24	48	0	48
Central Recreation Center	0	0	0	0	0	12
Denker Recreation Center	0	0	0	0	0	0
Evergreen Recreation Center	24	0	24	24	0	0

Harbor City Recreation Center	12	0	24	24	0	12
Highland Park Recreation Center	12	0	0	24	0	24
Jackie Tatum Harvard Recreation Center	12	0	0	0	0	0
Lincoln Park Recreation Center	24	0	0	24	0	24
Lou Costello Recreation Center	12	0	12	12	0	12
Montecito Heights Recreation Center	24	0	0	24	0	0
Normandie Recreation Center	12	0	0	0	0	0
Pecan Recreation Center	12	0	24	24	0	24
Ramon Garcia Recreation Center	24	0	24	24	0	12
Rosecrans Recreation Center	24	0	24	24	0	0
Ross Snyder Recreation Center	24	0	24	24	0	0
St. Andrews Recreation Center	12	0	12	12	0	0
Cypress Recreation Center	24	0	12	12	0	0
Wabash Recreation Center	0	0	12	12	0	12

Player Total	Team Total	Players Per Team
4,236	353	12

## ***ADDENDUM 2:***

### **Dodgers RBI Program Requirements**

1. **Insurance:** Requesting organization must provide Los Angeles Dodgers Foundation (LADF) with proof of insurance or evidence of self-insurance. If applicable, LADF must be indemnified or held harmless on the Grantee's Insurance policy with a minimum liability coverage of \$1 million. Policies must be in effect through the duration of the grant.
2. **Restricted Funds:** Dodgers RBI grant funds are restricted to only Field Maintenance, Umpiring, and Staffing Costs.
3. **Grant Report:** Grantee agrees to complete the Dodgers RBI grant report and send to LADF within 30 days after the last day of games in the 2021 season.
4. **Recap Meeting:** Grantee agrees to complete an Affiliate Partner Recap Meeting with LADF at the end of the grant term and after submitting the Dodgers RBI grant report.
5. **Best Effort:** Grantee agrees to put forth its best effort to serve the amount of youth projected for 2021.
  - a. 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.
6. **Payment Requirements:** 60% of the grant will be awarded based on the following schedule:

<b><i>Affiliate Partner Dodgers RBI Start Date</i></b>	<b><i>60% Disbursement Period</i></b>
<b>Dodgers RBI Affiliate Partner Start Date</b>	<b>60% Disbursement Period</b>
June 1-June 30, 2021	July 15-July 31, 2021
July 1-July 31, 2021	August 15-August 31, 2021

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

In order to receive the remaining 40% of the Dodgers RBI grant funds, the following must be completed by the last day of games on any location's schedule:

- a. Ensure that registrations for players are input into LeagueApps. This must be completed within 15 days of the start date.
- b. Provide complete rosters and schedules for all divisions to LADF. This must be completed within 15 days of the start date.

- c. Ensure that all excess baseballs, softballs, uniform sets, and coach polos are returned to LADF. This must be completed within 15 days of the start date.
- d. All location directors must complete a midseason evaluation interview with LADF staff.
- e. To receive 100% of your Dodgers RBI grant amount, grantee must reach at least 90% of preseason player projections. For any variance greater than 10%, the grant will be reduced by the equivalent amount. For example, if you project 1,000 players and only 850 players are registered on League Apps, the total grant amount will be reduced by 15% and deducted from 40% grant payment. If projections are increased after approval by LADF, the new number will be used to determine final season grant calculations.

A detailed payment schedule will be given to Grantee upon signing of the grant agreement.

- 7. **Communication and Staffing** Grantee must have one (1) designated overall partnership contact, one (1) “day to day” partnership contact, and one (1) designated point of contact per each Dodgers RBI location to serve as a liaison for LADF.
  - a. Any staffing changes relevant to the Dodgers RBI program must be communicated to LADF staff immediately.
  - b. All grantee staff members that are involved in programming Dodgers RBI must attend all required trainings
- 8. **Games and Practices:** The chart below describes the **minimum** number of weeks, games and practices required by LADF. Each time is required to facilitate at least **one** (1) team practice and **one** (1) game per week.

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

\* per team

- 9. **Locations:** Grantee must only coordinate and implement Dodgers RBI at locations agreed upon by LADF.



- a. Any adjustment of projected numbers or transferring of teams or resources across locations or divisions must be approved by LADF.
10. **Volunteers, Coaches, and Staff:** Grantee must *only* allow volunteers and coaches that have passed a background check and have committed to attend a Dodgers RBI Coaches Training to coach or serve in any capacity in Dodgers RBI.
- a. All Volunteers, coaches, and program staff **MUST** register on League Apps.
  - b. Grantee must monitor coaches in order to ensure player safety and ensure that coaches conduct themselves appropriately at all times.
11. **Umpires:** Grantee must ensure that all umpires are certified and have passed a background check.
- a. Grantee must monitor umpires in the program and ensure that players are safe and that umpires conduct themselves in a professional manner.
  - b. LADF has the right to audit any umpiring organization in order to ensure quality.
12. **Recruitment Marketing:** Grantee must collaborate with LADF to ensure that the local community is marketed to and engaged in Dodgers RBI:
- a. All Dodgers RBI 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.
  - b. LADF will provide flyers for registration and various events that the Grantee agrees to distribute and publicly display in highly visible areas.
13. **Fees:** Grantee agrees to not charge any amount when implementing Dodgers RBI. This is in place to ease additional financial burdens families are experiencing as a result of the global pandemic All additional program resources are provided for free.
14. **Uniforms:** Affiliate Partners must ensure that all Dodgers RBI teams receive a uniform kit which will be provided by LADF. Each Dodgers RBI team will receive uniforms. Affiliate Partner must abide by the following uniform policy:
- a. Each team will receive uniforms for either 12 or 15 players per team, depending on grant agreement.
  - b. 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.
  - c. Any transferring of uniforms between locations are prohibited unless approved by LADF staff.
  - d. LADF staff will conduct uniform inventories 15 days after the beginning of the league's first game.
  - e. 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 start of games and is a program requirement in order to receive the 2nd half of the grant award.

- f. Uniforms may not be worn outside of the Dodgers RBI season. This includes fall leagues or other non-Dodgers RBI events.
- g. 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 t-shirt
  - 1 coach polo (coaches only)

**15. Equipment:** Each Dodgers RBI Affiliate Partners must ensure that every Dodgers RBI Coach receives a full equipment kit which will be provided by the Los Angeles Dodgers Foundation (LADF). Equipment kits are designed to be available for all Dodgers RBI teams. Dodgers RBI Affiliate Partners must ensure that each team is equipped with an appropriate equipment kit that is available to them throughout their season.

Affiliate Partners must ensure that all Dodgers RBI teams receive an equipment kit which will be provided by LADF. Each Dodgers RBI team will receive equipment. Affiliate Partner must abide by the following equipment policy:

- a. “One Team, One Kit” rule: Equipment kits are designed to be available for all Dodgers RBI teams.
- b. Dodgers RBI partners 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.
- c. Each head coach is required to receive one equipment kit per team.
- d. Any transferring of equipment between locations is prohibited unless approved by LADF staff.
- e. Affiliate Partners will complete an equipment inventory sheet within 15 days of the league’s last game.
- f. 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.
- g. Equipment Kits are defined as:

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**12-player team**

**T-Ball:** 10 Gloves RH, 2 Gloves LH, 2 Bats, 5 Helmets, 1 Batting Tee, 1 Team Bag, and 1 Ball Bucket.

**Coach Pitch, Minors, Majors, Juniors, Seniors, Jr. Softball and Sr. Softball:** 10 Gloves RH, 2 Gloves LH, 2 Bats, 5 Helmets, 1 Batting Tee, 1 Team Bag, 1 Ball Bucket and 1 Set of Catchers Equipment (Helmet, Chest Protector, Catchers Glove and Shin Guards).

**15-player team**

**T-Ball:** 13 Gloves RH, 2 Gloves LH, 3 Bats, 6 Helmets, 1 Batting Tee, 1 Team Bag and 1 Ball Bucket.

**Coach Pitch, Minors, Majors, Juniors, Seniors, Jr. Softball and Sr. Softball:** 13 Gloves RH, 2 Gloves LH, 3 Bats, 6 Helmets, 1 Batting Tee, 1 Team Bag, 1 Ball Bucket and 1 Set of Catchers Equipment (Helmet, Chest Protector, Catchers Glove and Shin Guards)

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

- Dodger Day Drive-Thru Events
- Fitness Clinics
- Coaches Trainings
- Player Development Clinics
- College & Career Accelerator Program
- Parent, Player and Coach Focus Groups
- Survey Dissemination, Completion and Collection
- Other Special Events and Activities

17. **Meetings:** Grantee will agree to attend Dodgers RBI Virtual Partners Meeting on May 13, 2021 on Zoom. Designated overall partnership contact, “day to day” partnership contact, and all designated points of contact per each Dodgers RBI location are required to attend.

18. **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.

19. **COVID-19 Policy:** All Affiliate Partners must adhere to the rules of the COVID-19 pandemic set forth by the County of Los Angeles Department of Public Health and LADF (Please review the Dodgers RBI Rules). Please also submit a copy of your COVID-19 safety guidelines and rules.

20. **Divisions:** Grantee agrees to use Dodgers RBI Division names throughout implementation of Dodgers RBI at park locations:

- T-Ball (5-6)
- Coach Pitch (7-8)
- Minor (9-10)
- Major (11-12)
- Junior (13-15)
- Senior (16-18)
- Minor Softball (9-10)
- Major Softball (11-2)
- Jr. Softball (9-12)
- Sr. Softball (13-18)

21. **Rules:** Grantee agrees to abide by the Dodgers RBI Rules and Guidelines

### **DODGERS RBI RULES**

In addition to the playing rules (USA Softball, PONY, NFHS, etc.) determined by each Affiliate Partner, this document outlines the Dodgers RBI rules that are enforced in all Dodgers RBI leagues. However, in the case of the Affiliate Partners playing rules conflicting with the Dodgers RBI rules, the Dodgers RBI rules will take precedent (Ex: mercy rules, game length, etc.). In this document you will also find pitching guidelines to follow.

### **History**

Founded in 1995 as the official charity of the Los Angeles Dodgers, the Los Angeles Dodgers Foundation (LADF) is bigger than baseball, envisioning a city where every young Angeleno, regardless of neighborhood, has the opportunity to thrive. For young Angelenos with limited access to education, sports and healthcare, LADF is a champion that increases the quality of life and confidence of the people we serve by using our historic Dodger brand and the power of sport to run and fund proven programs — at a time when a quality education, youth sports and health care are increasingly reserved for the elite. With the support of partners, stakeholders and fans, LADF produces incredible results on fields, in classrooms and at recreation centers, creating Major League Communities. Visit LADF online at [www.dodgers.com/ladf](http://www.dodgers.com/ladf), follow them on Twitter, [@DodgersFdn](https://twitter.com/DodgersFdn), Instagram, [@dodgersfoundation](https://www.instagram.com/dodgersfoundation), and like them on Facebook at [www.facebook.com/LosAngelesDodgersFoundation](https://www.facebook.com/LosAngelesDodgersFoundation).

Dodgers RBI is a sports-based youth development program founded by the Los Angeles Dodgers Foundation for ages 5-18 that uses baseball and softball participation to provide kids life-changing social and emotional learning and access to health care and educational opportunities. As they develop self-confidence and empathy through sport, LADF unlocks access to health care and educational opportunities as well as provides a place where the kids can feel safe while they play and learn.

Dodgers RBI advances the mission of MLB RBI, birthed in 1989 in South Central Los Angeles by founder John Young. John Young, a former Major League Baseball player and scout, developed the concept of RBI to provide disadvantaged youth an opportunity to learn and enjoy the game of baseball. RBI has grown from a local program for boys and girls in South Central Los Angeles to an international campaign encompassing more than 200 cities and as many as 150,000 male and female participants a year.

### **Goals of Dodgers RBI**

1. To increase participation and interest in baseball and softball among under resourced youth with an emphasis on increasing participation amongst black youth, girls, and youth ages 13-18.
2. To use the sport as an engagement tool in order to increase access to educational resources and increase positive attitudes towards educational opportunities among program participants.
3. To use the sport as an engagement tool in order to increase access to health resources and increase positive attitudes towards exercise and healthy habits among program participants.
4. To provide a safe and fun atmosphere for play while promoting positive character development among program participants.

## **COVID-19 Policy - Return to Play Protocols**

The Los Angeles Dodgers Foundation (LADF) is carefully monitoring and evaluating the safety around a return to play for youth sports. LADF will comply with all COVID-19 guidelines provided by the County of Los Angeles Department of Public Health. This document is intended to provide an overall summary of safety protocols, guidance, and adaptations to rules in order to create a safe environment for all participants, coaches, staff, umpires, and spectators. These rules will apply to all Dodgers RBI practices, games, and clinics.

The information contained here may be updated as appropriate to reflect the County of Los Angeles Department of Public Health changes. LADF will communicate any adjustments to these policies. A copy of these policies and protocols will be required to be shared during any parent and/or coaches' meetings.

### **Participation Safety Measures**

- All activity must take place outdoors.
- Everyone on the fields is required at all times to maintain physical distancing of six (6) feet between one another and eight (8) feet distance during times of heavy physical exertion.
- Screenings must be conducted by the organization prior to participating in youth sports activities. No one will be allowed to enter onto the field until they have been screened. This includes all players, coaches, trainers, umpires, staff and volunteers.
- Checks must include a check-in concerning fever, cough, shortness of breath, difficulty breathing and fever or chills, and whether the person has had contact with a person known or suspected to be infected with COVID-19 within the last 14 days. These checks should be done prior to any group activity.
  - Prior to actual participation a pre-activity symptom assessment must be conducted for players, coaches, umpires, staff, trainers, and volunteers to ensure that they do not have a fever of 100.4°F or higher or are exhibiting symptoms of COVID-19.
  - If the person has no symptoms and no contact to a known or suspected COVID-19 case in the last 14 days, they can be cleared to participate for that day.
  - If the person has had contact to a known or suspected COVID-19 case in the last 14 days, they should be sent home immediately and asked to quarantine at home. Provide them with the quarantine instructions found at **[ph.lacounty.gov/covidquarantine](https://ph.lacounty.gov/covidquarantine)**.
  - If the person is showing any of the symptoms noted above, they should be sent home immediately and asked to isolate at home. Provide them with the isolation instructions found at **[ph.lacounty.gov/covidisolation](https://ph.lacounty.gov/covidisolation)**.
- All employees must not come to work if sick, or if they are exposed to a person who has COVID-19.
- Affiliate Partners are required to report all COVID-19 infections to the Los Angeles Dodgers Foundation and County of Los Angeles Department of Public Health.

- Signage and online outlets (website, social media, etc.) will be displayed reiterating physical distancing and use of face coverings.

### **Personal Protection Equipment**

- Face coverings must be worn at all times. This applies to all adults and to children 2 years of age and older.
- Everyone is required to wear an appropriate face covering that covers the nose and the mouth at all times, except while eating/drinking, or engaging in solo physical exertion.
- Players should take a break from exercise if any difficulty breathing is noted and should change their mask or face covering if it becomes wet and sticks to the player's face and obstructs breathing.

### **Equipment**

- Each player is encouraged to bring and use their own equipment.
- Any shared equipment must be cleaned and disinfected between use by different people to reduce the risk of COVID-19 spread and swapped out regularly.
- Some critical equipment may not be able to be obtained by every individual. When it is necessary to share critical or limited equipment, all surfaces of each piece of shared equipment must be cleaned first and then disinfected and allowed sufficient time to dry before used by a new player. Increased attention should be paid to detailed cleaning of all equipment directly contacting the head and face (catcher's mask and helmets).
- LADF will supply PPE supplies to support the safety of all teams.
- Players and coaches should use hand sanitizer when handwashing is not practicable. Hand sanitizer must be rubbed into hands until completely dry.
- No water or sports jugs allowed. Players need to bring their own pre-filled reusable or purchased water bottles. Water fountains are available to fill water bottles only. No drinking from fountains allowed.
- Consider limiting the continued use of baseball and softballs without cleaning. Balls should be cleaned throughout an activity or rotated out on a regular basis.

### **Field Regulations**

- All youth sporting events, including tournaments, events or competitions are not permitted at this time. Practice games among players of the same team (intra-squad games, scrimmages, and/or matches) are allowed for non-contact sports only.
- Avoid physical interactions (i.e., high-fives, fist bumps, hugs, handshakes, etc.) with teammates and personnel.
- Sunflower seeds, bubble gum, and spitting are prohibited in the dugout and on the playing surface.
- Do not touch your mouth, eyes, nose with unwashed hands.

- Consider eliminating plate meetings. If the plate meeting does occur, it should be limited to one coach from each team, plus an umpire, who should stand 6 feet apart from one another.
- The player to coach ratio is 12:1. For every 12 players you must have 1 coach.

### **Spectators**

- Parents/guardians, visitors and spectators will not be allowed on or around the perimeter of the fields. They are encouraged to remain in their vehicles until the end of the practice or workout sessions.
- Consider limiting or spacing seating in stands and around playing sites to promote physical distancing.
- Spectators are to utilize a face mask or face covering while on site.



## **Dodgers RBI League Rules**

As an Affiliate Partner of the Dodgers RBI program you agree to conduct your league according to the standards and rules set forth by the Los Angeles Dodgers Foundation and comply with the following:

1. All Dodgers RBI uniforms given to Dodgers RBI locations must be worn at all games.
2. All Dodgers RBI equipment must be available and used by each team.
3. Each division must have a game schedule that has a minimum of 3 teams.
  - A. Teams in the Junior Baseball, Senior Baseball and Senior Softball divisions must complete a minimum of 7 games per team, per season.
4. You must acknowledge the Los Angeles Dodgers Foundation Dodgers RBI program in any promotional materials, press releases, or literature publicizing/promoting your Dodgers RBI league.
5. All players and coaches must be registered on your LeagueApps website and agree to the Dodgers RBI waivers.
6. Throughout the Dodgers RBI season all Dodgers RBI banners must be displayed in a visible area.
7. All leagues must submit a hard copy or upload on LeagueApps a copy of your league's rosters and game schedules (LADF will provide a template).
8. League agrees to not discriminate on the basis of race, religion, color, national origin, or gender.
9. It is highly recommended that there is a tryout or draft/selection process in place when selecting teams. No coach can register a full team for the season unless approved by LADF.
  - A. If your league allows a coach to retain players from year to year you are allowed a 5-player max freeze.
10. Be prepared to promote all program elements that the Dodgers RBI program will host during the season. This includes the mandatory coaches training that will be provided.
11. In addition to the Dodgers RBI rules all other playing rules (USA Softball, PONY, CIF, etc.) are determined by the Affiliate Partners.
  - A. In the case of the Affiliate Partners' playing rules conflicting with the Dodgers RBI Rules, the Dodgers RBI Rules will take priority (Ex: mercy rule, game length, etc.)
12. Create a fun and exciting environment for the participants of your league.
13. The chart below describes the **minimum** number of weeks, games and practices required by LADF. Each team is required to facilitate at least one (1) team practice and one (1) game per week.

<b>Divisions</b>	<b>Weeks</b>	<b>Games</b>	<b>Practices</b>
T-Ball (5-6)	7	7	7
Coach Pitch (7-8)	7	7	7
Minor (9-10)	7	7	7
Major (11-12)	7	7	7
Junior (13-15)	7	7	7
Senior (16-18)	7	7	7
Minor Softball (9-10)	7	7	7
Major Softball (11-12)	7	7	7
Jr. Softball (9-12)	7	7	7
Sr. Softball (13-18)	7	7	7

### **Dodgers RBI League Code of Ethics**

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

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

- All Affiliate Partner's must adhere to the LADF Safe Sport Policy (to be included in final Dodgers RBI grant agreement).
- 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 RBI program.
- Do everything possible to ensure that playing Dodgers RBI is a rewarding experience for the players. Encourage all players to be good scholars and equally good citizens.

**Dodgers RBI 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, nor less than 12 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 wear a batting helmet at all times. 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.

**Dodgers RBI Playing Rules**  
**for Baseball Ages 5-12 (continued)**

- 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.

**Dodgers RBI 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, nor less than 12 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 wear a batting helmet at all times. 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

**Dodgers RBI Playing Rules**  
**for Baseball Ages 13-18**

- Age divisions consist of Juniors (13-15) and Seniors (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, nor less than 12 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 wear a batting helmet at all times. 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.

**Dodgers RBI Playing Rules**  
**for Baseball Ages 13-18 (continued)**

- 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:
  - Juniors (13-15) and Seniors (16-18): base path 90 ft., pitching distance 60.5 ft. and field distance 300-350 ft.



**Dodgers RBI 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, nor less than 12 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 10<sup>th</sup> 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 wear a batting helmet at all times. 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.



# IT'S TIME FOR DODGERS RBI!

REGISTRATION FOR DODGERS RBI IS **NOW OPEN** FOR YOUTH AGES 5-18 AND REGISTRATION IS **FREE!**

Visit [Dodgers.com/Dodgersrbi](https://Dodgers.com/Dodgersrbi) to find your nearest location and to register!  
Divisions offered will vary by location.

## REGISTRATION INCLUDES

Baseball and Softball Equipment  
Uniforms  
Personal Protective Equipment  
Community Resource Drive-Thru Events  
Mental Wellness and Nutrition Support

Racial Equity Curriculum  
Virtual Fitness Clinics  
Virtual Coaches Trainings  
Player Development Trainings

Virtual College & Career Accelerator Workshops  
Dodgers Reading Champions Challenge  
Virtual Parent Workshops  
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