

APPROVED

BOARD REPORT

BOARD OF RECREATION
AND PARK COMMISSIONERS

NO. 24-133

DATE June 20, 2024

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

June 20, 2024

SUBJECT: KAISER PERMANENTE OPERATION SPLASH 2024 AND 2025 GRANT PROGRAMS – RETROACTIVE APPROVAL OF SUBMISSION OF GRANT APPLICATION FOR AQUATICS PROGRAMMING AND SUBSEQUENT EXECUTED GRANT AGREEMENT; ACCEPTANCE OF GRANT FUNDS

*B. Aguirre _____
B. Jones _____
M. Rudnick _____

C. Santo Domingo _____
C. Stoneham _____
N. Williams NDW

[Signature]
General Manager

Approved X

Disapproved _____

Withdrawn _____

If Approved: Board President [Signature]

Board Secretary [Signature]

RECOMMENDATIONS

1. Retroactively approve the submission by the Department of Recreation and Parks (RAP) of a two-year grant application for the Kaiser Permanente Operation Splash Program for 2024 and 2025 (Grant), in the amount of \$408,000.00, which was submitted without prior Mayor or Council approval due to this being a competitive grant with no City General Funds or matching funds required as authorized under Los Angeles Administrative Code Section 14.6 et seq;
2. Retroactively approve the execution by RAP's General Manager of the Grant Agreement attached to this Report as Attachment 1;
3. Retroactively approve the acceptance of Grant funds in the amount of \$408,000.00 from Kaiser Permanente in support of aquatics programming, subject to the approval of the Mayor and City Council;
4. Direct RAP staff to transmit a copy of the Grant documents to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and to the City Clerk for Council Committee and City Council for approval of the Grant pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
5. Designate RAP's General Manager or designee as the agent to conduct all negotiations, execute and submit all Grant documents, including but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the acceptance and use of Grant funds;

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6. Authorize RAP's Chief Accounting Employee or designee to establish the necessary account and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the Grant funds in the amount of \$408,000.00 for aquatics programming; and
7. Authorize RAP's Chief Accounting Employee or designee to make any technical corrections as necessary to carry out the intent of this Report.

SUMMARY

For two decades, Kaiser Permanente (Kaiser) has provided RAP with annual grants to support aquatic services throughout the City. Previously, Kaiser awarded RAP a two-year grant totaling \$408,000.00 to support the Operation Splash Program during summer 2022 and 2023.

In anticipation of the 2024 and 2025 summer seasons, Kaiser invited RAP to apply for a new two-year grant for \$408,000.00. RAP staff applied in December 2023, and received notification of the grant award in late February 2024.

Similar to previous years, the 2024-2025 Kaiser Operation Splash grant will fund free swimming lessons for adults and youth, subsidize Junior Lifeguard program participation, and provide additional funding for RAP aquatic programs and related activities at RAP pool sites. Over the two-year grant period, RAP anticipates being able to serve approximately 6,400 youth and 3,200 adults through the Learn-to-Swim Program and 1,560 youth through the Junior Lifeguard Program. Objectives for the 2024 and 2025 programs include:

- 1) Increasing opportunities for safe physical activities for youth from low-income neighborhoods where health disparities are vast and opportunities for safe physical activity are often limited;
- 2) Teaching children and adults basic water safety and swimming skills to prevent drowning;
- 3) Promoting lifelong physical activity; and
- 4) Promoting healthy beverage choices.

Through this Report, RAP requests retroactive approval of the submission of the grant application and authorization of the execution of the Grant Agreement attached hereto as Attachment 1.

FISCAL IMPACT

Acceptance of this Grant from Kaiser Permanente does not require RAP to provide matching funds; therefore, it would not impact RAP's General Fund.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 2: Offer Affordable and Equitable Recreation Programming

Result: Improved health and social equity for young Angelenos

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This Report was prepared by Yumi Sangen, Senior Management Analyst I, and reviewed by Steven Tran, Senior Management Analyst II, Sondra Fu, Chief Management Analyst, Melanie Escamilla, Aquatic Director, and Brenda Aguirre, Assistant General Manager, RAP Special Operations Bureau.

LIST OF ATTACHMENTS

- 1) Executed Grant Agreement



GRANT AGREEMENT

PURPOSE OF GRANT

This grant is made to the City of Los Angeles Department of Recreation and Parks (“Grantee”) for the purpose and with the conditions outlined below. Kaiser Permanente and City of Los Angeles Department of Recreation and Parks are referred to in this Agreement as a “Party” or collectively as the “Parties”.

This grant is restricted to be used only to fund the stated purpose of the grant. In addition to the specific terms listed below for Grant #160272 (the “Grant”), the award of the Grant is contingent upon the Grantee’s compliance with the following terms and conditions and the conditions set forth in the attached appendices. Together, the specific items listed below, the following terms and conditions and all exhibits, appendices and other attachments hereto form “the Agreement.”

Grant Title:	Operation Splash
Grant Number:	160272
Project Contact Person:	Melanie Escamilla Aquatic Director melanie.escamilla@lacity.org 323-906-7953
Grantee Mailing Address:	221 N Figueroa St, Suite 350 Los Angeles, CA 90012
Kaiser Permanente Program Officer:	Edith Aristizabal Edith.B.Aristizabal@kp.org
Grant Period:	4/1/2024 - 4/1/2026
Payment Schedule:	Payment 1: \$204,000.00 to be disbursed on execution of the grant agreement. Payment 2: \$204,000.00 scheduled to be disbursed on 4/1/2025, upon review of progress report
Reporting Schedule:	Grantee should follow the below reporting schedule. Any questions on specific reporting requirements should be discussed and agreed upon with the grantee’s Program Officer. 3/1/2025, Progress Report submitted within KP’s online grants management system. Grantee to report on progress against outlined objectives. 5/1/2026, Final Report submitted within KP’s online grants management system. Grantee to report on progress against outlined objectives.



I. GRANT TERMS & CONDITIONS

- A. Use of Grant Funds.** Grantee agrees to use the grant funds solely for the specified purpose. Grant funds may not be expended, loaned, pledged or transferred for reasons other than carrying out the Project without Kaiser Permanente's prior written approval. Grantee may not expend any grant funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code.
- B. Grant Expenditures.** Grantee agrees that the grant fund expenditures will be allocated as specifically itemized in the budget (if any) and that any re-allocations within the budget in excess of 10% of the total grant amount will require prior written approval.
- C. Grantee Performance Standards.** An essential element of any project is to understand the factors contributing to its overall success, as well as challenges encountered throughout project planning and implementation. Grantee shall provide to Kaiser Permanente regular reports of progress, in a form mutually agreed by the parties, toward achieving the goals of the grant and the quality of work associated therewith and such other performance standards as may be provided for herein. Grantee shall adhere to the report requirements and due dates, if any, set forth on the "Payment Schedule" or in Exhibit A and shall keep Kaiser Permanente apprised of any changes that could adversely impact Grantee's performance and timeline of the Project. If Kaiser Permanente is not satisfied with the quality of Grantee's work or the progress toward achieving the goals of the grant, Kaiser Permanente may provide the Grantee with recommendations regarding ways to improve the quality of the work and progress toward achieving the goals of the grant.
- D. Public Access.** Grantee agrees to deliver to Kaiser Permanente copies of any and all work product, results, reports, publications, data and other materials created or developed through the Project (collectively, "Project Work Product"), in a format of Kaiser Permanente's preference. Grantee hereby grants to Kaiser Permanente a royalty free, non-exclusive, non-sublicensable license during and after the Term of this Agreement to use Project Work Product in furtherance of Kaiser Permanente's community health activities. Further, Grantee agrees to deliver to Kaiser Permanente a copy of any third-party reports, articles or other publications regarding the Project funded by this grant that are available to the public and, upon request, provide reasonable assistance to Kaiser Permanente to obtain rights to reproduce and distribute such publications.
- E. Non-discrimination.** Grantee agrees that, in carrying out the objectives supported by this grant, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, gender identity/expression, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.
- F. Nonprofit Status.** Grantee represents that it is currently and shall remain during the period funded, a nonprofit public benefit corporation exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code or a local, state or federal government



agency eligible to receive charitable contributions as described in the grant proposal submitted. Grantee agrees to notify Kaiser Permanente immediately of any changes in its tax status during the term of the grant.

G. Change in Grantee Operations. Grantee agrees to advise Kaiser Permanente, within three (3) business days of the occurrence, or actual knowledge of the imminent occurrence, of any of the following changes in Grantee's status.

1. A change to Grantee's financial or other condition sufficient, in Kaiser Permanente's sole discretion, to endanger Grantee's ability to continue to perform its obligations under this Agreement, including, without limitation, any revocation, modification or change otherwise to its exempt 501(c)(3) status;
2. A change to Grantee's organizational mission that, in Kaiser Permanente's sole discretion, substantially reduces the relevance of any grant objectives to that mission or, in the case of a general support grant, that support no longer furthers Kaiser Permanente's charitable purposes and priorities;
3. Grantee no longer retains the services of personnel adequate to enable Grantee to continue to perform its obligations under this Agreement;
4. Grantee's inability to expend grant funds in accordance with the terms of the grant agreement, or;
5. Any development that significantly and adversely affects the operation of the Project or Grantee, including, without limitation, changes to Project scope of grant or timeline.

H. Conflict of Interest. Grantee shall, in connection with the grant submission process, have disclosed to Kaiser Permanente a comprehensive list of Grantee's Directors, Officers and individuals on its governing body and an assessment of their affiliations, if any, to Kaiser Permanente or any of the Permanente Medical Groups and their subsidiaries, for the purpose of identifying and eliminating any possible conflicts of interest. Grantee and Kaiser Permanente agree to promptly disclose any changes to the list of Directors, Officers or individuals on its governing body and their affiliations that may generate a potential conflict of interest during the term of this Agreement to ensure compliance with policy.

I. Future Funding. Grantee acknowledges that Kaiser Permanente and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement.

II. PUBLICITY

A. Websites and Other Promotional Opportunities. Grantee will display Kaiser Permanente's logo and other promotional content, such as recognition of Kaiser Permanente's support of Grantee, both as mutually agreed and in accordance with Kaiser Permanente policy, on Grantee's website (which will include links to Kaiser Permanente's website), in possible future publications and in possible future events.

B. Grantee Communications with Media/Use of Logo. Kaiser Permanente requests an opportunity to review and comment on all press releases that are directly related to the Grant. In general, Kaiser Permanente does not allow the use of its logo without prior



approval. If Grantee plans to issue a press release announcing this grant, Grantee agrees to contact Kaiser Permanente at least 15 days before the desired announcement date. Kaiser Permanente must provide advance approval of the press release and the date of release.

C. Communications with Media and Published Materials. Kaiser Permanente may periodically publicize Project progress and/or results through public communications (including press releases), reports, website, and other materials. Grantee agrees that Kaiser Permanente may disclose information about the Project and Grantee's organization and use the logo of the Grantee in such communications, provided however, Kaiser Permanente's use of Grantee's name and logo shall be in accordance with any Grantee policy on those matters provided to Kaiser Permanente in writing. Upon request by Kaiser Permanente, Grantee agrees to provide reasonable assistance to Kaiser Permanente to obtain signed publicity waivers from employees, volunteers, and other persons associated with Grantee (for example, for use of photos or video taken by Kaiser Permanente in connection with the Grant or Project). The terms of this provision survive the expiration of the grant term.

III. GRANT TERMINATION: RIGHT TO MODIFY OR REVOKE PAYMENTS

A. Kaiser Permanente may terminate this Grant for convenience upon 30 days' written notice to Grantee and may terminate this Grant immediately for the reasons specified in this Agreement or for Grantee's engagement in willful misconduct or negligence.

IV. INDEMNIFICATION

A. Each party agrees to defend, indemnify and hold the other party and its officers, employees, directors, owners and authorized agents harmless from and against all third-party claims, suits, damages and liabilities, costs and expenses incurred therewith, including reasonable attorneys' fees, to the extent caused by the negligent or willful act or omission of the indemnifying party, its officers, employees, directors, owners or authorized agents.

V. COMPLIANCE

A. Grantee agrees to comply with all applicable laws in the use of the grant funds and Grantee's development and operation of the Project. Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, Kaiser Permanente and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.



VI. MISCELLANEOUS

A. This Agreement shall be construed under the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. Grantee may not assign any right, duty, or obligation under this Agreement without prior written approval from Kaiser Permanente. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other agreements, promises, negotiations or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party. With respect to administration of this grant, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.



SIGNATURE PAGE, Grant #160272

1. Grantee Signature. By signing this Agreement the grantee signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind the grantee thereto, and that the grantee hereby accepts and agrees to perform all the terms and conditions of this Agreement.

Grantee Organization Signatory

Name: Brenda Aguirre

Title: Assistant General Manager

Organization: City of Los Angeles Department of Recreation and Parks

Signature: 
DocuSigned by:
8D50F743BF774AD...

Date Signed:

2. Kaiser Permanente Signature. By signing this Agreement KP signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind KP thereto, and that KP hereby accepts and agrees to perform all the terms and conditions of this Agreement.

Kaiser Foundation Hospital/Health Plan Signatory

Name: John M Yamamoto

Title: Vice President, Community Health & Government Relations

Organization: Kaiser Foundation Hospital

Signature: 
DocuSigned by:
867BC544C514432...

Date Signed: 2/23/2024



KAISER PERMANENTE

APPENDICES, Grant #160272

EXHIBIT A

REPORT GUIDELINES

The national Community Health Grants Program supports Kaiser Permanente's mission to improve the health of the communities we serve. The results of your grant are important and will help shape the future of Kaiser Permanente's grantmaking. If your grant includes multiple payments, timely submission of completed reports are required for further payments for this grant, as well as eligibility for consideration of future funding.

Reports should be submitted using Kaiser Permanente's online grants management system, Mosaic. You will receive a notification from the system around one month prior to the due date of your report.