

APPROVED

Sept 05 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 24-196

DATE September 05, 2024

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AGREEMENT WITH THE LOS ANGELES PARKS FOUNDATION AND ANGEL CITY FC, INC. FOR THE ACCEPTANCE OF FUNDING AND IN-KIND SUPPORT FOR DEPARTMENT OF RECREATION AND PARKS GIRLS PLAY LOS ANGELES PROGRAM

B. Aguirre	_____	M. Rudnick	_____
B. Jones	_____	C. Santo Domingo	_____
*C. Stoneham	<u>CS</u>	N. Williams	_____

9/6

 General Manager

Approved X _____ Disapproved _____ Withdrawn _____

If Approved: Board President [Signature] Board Secretary [Signature]

RECOMMENDATIONS

1. Approve a proposed partnership agreement (Agreement) with the Los Angeles Parks Foundation (LAPF), a California nonprofit organization, and Angel City FC, LLC, (ACFC) a Delaware limited liability company, attached to this Report as Attachment No. 1, stipulating the terms and conditions for the continued implementation of the Department of Recreation and Parks (RAP) Girls Play Los Angeles program (GPLA Program);
2. Accept the charitable contributions provided by LAPF and ACFC pursuant to the Agreement for the GPLA Program, as further described in this Report, collectively valued up to \$1,322,137.00, all as set forth in the Agreement;
3. Authorize RAP's Chief Accounting Employee or designee to establish the necessary accounts and/or to appropriate funding received within "Recreation and Parks Grant" Fund TBD to accept charitable funds provided under the Agreement for the Project Coordinator or equivalent position for the FY 2025-2026 budget;
4. 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;
5. Authorize RAP's General Manager and Secretary to execute the Agreement subsequent to all necessary approvals; and

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6. Authorize RAP's Chief Accounting Employee or designee to make any technical corrections as necessary to execute the intent of this Report.

SUMMARY

In 2022, ACFC collaborated with RAP's Girls Play Los Angeles program to establish a Soccer Leadership Academy for girls and gender-expansive youth ages 14-17.

The ACFC x GPLA Soccer Leadership Academy (Academy) was established to foster the next generation of leaders through the instruction of fundamental soccer skills, provide an introduction to various career pathways within the sports industry, and enhance girls' and gender-expansive youth's soccer involvement at all levels. The Academy focused on enhancing players' soccer skills while promoting a foundational understanding of the sport. The Academy is committed to promoting equity, diversity, and inclusion in all aspects of its programming. Each season, the Academy incorporated four leadership modules designed to create a supportive network and provide valuable resources for participants, which included:

- College Admission
- Career Pathways
- Financial Literacy
- Motivational Speakers

In 2023, the Academy hosted five 8-week soccer programs that attracted more than 250 participants, with two programs in the Spring and three programs in the Fall.

ACFC and RAP will continue their partnership to ensure equitable play in soccer for girls and gender-expansive youth throughout City parks and recreation centers.

ACFC will:

- Provide a **\$798,912.00** cash donation to LAPF for RAP's expansion of girls' soccer.
- Provide an in-kind contribution up to **\$523,225.00**.
- Provide marketing support through the use of photography, videography, and promotional materials.
- Provide recruitment assistance to identify high-level coaches with experience working with underrepresented genders.
- Create targeted advertising and marketing material for sharing on RAP and ACFC platforms.
- Provide RAP staff with access to ACFC coaching network for sports training, professional development, mentorship, and opportunities for soccer licensing.
- Provide 3 one-week-long summer camps annually, which GPLA participants may attend for free or at a reduced cost.
- Provide tournament sponsorship, including:
 - Transportation Support
 - Lodging
 - Nutrition

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The program will establish a co-branded youth soccer league for girls and gender-expansive youth, ages 5-17 years old, as a means to promote and enhance soccer involvement at all levels. ACFC and GPLA will work collaboratively to develop three levels of girls soccer participation including recreational, developmental, and competitive. ACFC x GPLA will reestablish the Soccer Leadership Academy at the developmental level for ages 13-17. ACFC and RAP will offer annual camps and clinics, in which GPLA participants may attend for free or at a reduced cost.

FISCAL IMPACT

The Board's acceptance of the charitable contributions provided by AFCF and LAPF under the Agreement will have no negative fiscal impact to RAP's General Fund.

STRATEGIC PLAN INITIATIVES AND GOALS

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

- | | |
|----------------|---|
| Goal No. 1: | Offer Affordable and Equitable Recreational Programming |
| Outcome No. 2: | Girls and young women have equal access to recreational opportunities in LA |
| Goal No. 6: | Build Financial Strength and Innovative Partnerships |
| Outcome No. 3: | In coordination with the Los Angeles Parks Foundation (LAPF), expansion and development of new partnerships, sponsorships and donations support the Department's programs and park facilities |

This Report was prepared by Veronica Polanco, Chief Innovation Officer, PlayLA

LIST OF ATTACHMENTS/EXHIBITS

- 1) Partnership Agreement with ACFC and LAPF

AGREEMENT
BY AND AMONG THE CITY OF LOS ANGELES,
LOS ANGELES PARKS FOUNDATION AND
ANGEL CITY FC, LLC IN SUPPORT OF DEPARTMENT OF
RECREATION AND PARKS GIRLS PLAY LA PROGRAM

This Agreement (“AGREEMENT”) entered into as of September __, 2024 (“EXECUTION DATE”), is made by and among Angel City FC, LLC (“ACFC”), a Delaware limited liability company, the City of Los Angeles, a California municipal corporation (“CITY”) acting by and through its Board of Recreation and Park Commissioners (“BOARD”), and Los Angeles Parks Foundation, a California 501(c)(3) corporation (“LAPF”), in support of girls and gender expansive soccer programming operated by the Department of Recreation and Parks (“RAP”). CITY, ACFC, and LAPF may each be referred to individually as “PARTY” and/or collectively as “PARTIES.”

WHEREAS, RAP owns and operates various parks and recreational facilities (collectively, “CENTERS”) located throughout the City of Los Angeles, with certain CENTERS offering a variety of recreational programs and services, including but not limited to, the “Girls Play LA Program” (“GPLA”); and,

WHEREAS, ACFC desires to support RAP through monetary and in-kind contributions (collectively, the “DONATION”), to continue and expand the “ACFC x GPLA Soccer Leadership Academy” (“PROGRAM”) for girls and gender expansive youth, which shall be provided during the period beginning on the COMMENCEMENT DATE (defined below) and ending on December 31, 2025 (the “TERM”), as described herein; and,

WHEREAS, RAP and ACFC have successfully operated the PROGRAM under a pilot basis since 2022, providing soccer training and leadership development, and have committed herein to continue the PROGRAM while continuing to promote equity, diversity, and inclusion, as described further herein; and,

WHEREAS, LAPF has agreed to perform the function of fiscal recipient in support of the PROGRAM, by accepting the DONATION and managing PROGRAM-related expenditures, as further described herein; and,

WHEREAS, the PARTIES to this AGREEMENT have agreed and accepted their respective roles and responsibilities described herein; and,

WHEREAS, CITY agreed to accept this offer of PROGRAM support at the meeting of the Board of Recreation and Park Commissioners (“BOARD”) on _____, 2024 (Board Report No. XX-XX).

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein and the performance thereof, PARTIES hereby mutually agree as follows:

1. PARTIES

City of Los Angeles Department of Recreation and Parks (“RAP”)
221 North Figueroa Street, Suite 180
Los Angeles, CA 90012

Angel City FC, LLC (“ACFC”)
3211 Olympic Blvd.
Santa Monica, CA 90404

Los Angeles Parks Foundation (“LAPF”)
2650 N. Commonwealth Avenue
Los Angeles, CA 90027

2. SCOPE OF AGREEMENT

Pursuant to this AGREEMENT, ACFC has committed to the DONATION in support of the PROGRAM described above and herein in the form of monetary funding (“ACFC FUNDS”), as well as products, equipment, education, staffing and in-kind services to RAP (collectively, “ACFC CONTRIBUTIONS”), in accordance with the PROGRAM Description attached hereto as Exhibit A, and incorporated herein by this reference. The PROGRAM includes a leadership program component for girls and gender expansive youth ages 12-17, as well as three levels of soccer instruction for girls and gender expansive youth ages 5-17. CITY shall select a Project Coordinator to serve as liaison among PARTIES for the development and on-going support of all aspects of the PROGRAM.

3. TERM AND TERMINATION

A. Commencement and Expiration. This AGREEMENT shall take effect on the date upon which this AGREEMENT is fully executed by the PARTIES (“COMMENCEMENT DATE”), and shall end on December 31, 2025.

B. Termination. Any PARTY may terminate this AGREEMENT upon written notice of termination given to the other PARTIES no less than sixty days prior to the date of termination. Further, a PARTY may immediately terminate this AGREEMENT upon written notice to the other PARTIES in the event a PARTY ceases to operate as defined below in Section 3.B.iii. In the event of any termination of this AGREEMENT, Section 3.B.iv will apply.

- i. PARTIES reserve the right to terminate this AGREEMENT at their sole discretion for emergency or necessity.
- ii. Any PARTY may terminate this AGREEMENT with an advance sixty-day notice to the other PARTIES, in writing, and cancel the PROGRAM and/or any unpaid disbursements if the terminating PARTY determines, in its sole,

reasonable discretion, that another PARTY (i) is not making satisfactory progress toward the goals of the PROGRAM, or there has been a development that significantly affects the operation of the PROGRAM, or a PARTY determines that satisfactory progress toward the goals of the PROGRAM is unlikely; (ii) has changed the relevant PROGRAM in any material respect without the prior written consent of the other PARTY; or (iii) has violated the terms of this AGREEMENT in any material respect.

- iii. Notwithstanding the foregoing, this AGREEMENT shall terminate automatically with no additional obligations to any PARTY in the event that a PARTY (a) dissolves, (b) ceases to operate or do business on a regular basis as defined below in Section 3.C, (c) a PARTY disburses any portion of the ACFC FUNDS for purposes not included in the terms of this AGREEMENT or Exhibit A, or (d) becomes insolvent, bankrupt or generally fails to pay its debts as such debts become due.
- iv. Effect of Termination. Within sixty days following receipt of a notice of termination from a PARTY, or from the date of termination if such termination occurs automatically in accordance with Section 3.B.iii, RAP and/or LAPF shall, at ACFC's election, return any pre-paid, unused ACFC FUNDS to ACFC.

C. Cease to Operate. The phrase "ceases to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of a PARTY's corporate charter or grant of non-profit status, unless the same is reinstated within sixty calendar days after such termination; (ii) a material change in a PARTY's purposes or function as contained in such PARTY's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by either PARTY from that described in Exhibit A or herein; or (iv) the failure of any PARTY to use the ACFC FUNDS and/or ACFC CONTRIBUTIONS for any of the authorized uses described in Exhibit A or herein, or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of thirty calendar days after receipt of written notice of such default, unless such PARTY is prevented from doing so because of unforeseen, uncontrollable circumstances, or for reasons beyond a PARTY's reasonable control. Under such circumstances, PARTIES shall immediately cease and desist from all PROGRAM-related activities, and this AGREEMENT shall be deemed terminated upon both non-terminating PARTIES' receipt of such written notification of immediate termination from a terminating PARTY and Section 3.B.iv. shall apply.

4. PURPOSE AND USE OF ACFC FUNDS AND CONTRIBUTIONS

The PROGRAM Description states the specific purpose(s) of the ACFC FUNDS and ACFC CONTRIBUTIONS and describes the PROGRAM that such ACFC FUNDS and ACFC CONTRIBUTIONS will support. RAP represents and warrants to use the ACFC FUNDS exclusively for the PROGRAM. PARTIES agree that the ACFC FUNDS will be provided to LAPF, which will deposit and maintain such funds in a PROGRAM-dedicated account or sub-account, and use appropriate accounting practices in such manner that PROGRAM-related expenditures shall be tracked and

accounted for and shared with the other PARTIES in a manner mutually acceptable to the PARTIES, pursuant to Section 5.C. below. LAPF represents and warrants that no ACFC FUNDS shall be used for purposes other than those designated in this AGREEMENT.

LAPF represents and warrants to ACFC that:

- A. LAPF is a non-profit charitable organization that qualifies under Section 501(c)(3) of the Internal Revenue Code or, if it is not a U.S. organization, it is a foreign organization with classification and charitable purpose similar to an organization described under IRC §501(c)(3);
- B. LAPF will expend ACFC FUNDS solely for PROGRAM related expenditures, and qualified charitable or educational purposes as defined by the Internal Revenue Code or similar international requirements; and
- C. LAPF will not use ACFC FUNDS for administrative or overhead costs unless such use has been approved in advance in writing by ACFC. LAPF acknowledges that even if such approval is obtained, no more than 5% of direct PROGRAM related costs may be allocated by LAPF for overhead and administrative expenses.

5. PROGRAM DATA & EVALUATION

PARTIES agree that the PROGRAM will be monitored and evaluated in accordance with the following:

- A. While implementing the PROGRAM, RAP may gather or otherwise obtain information directly related to the PROGRAM, including, but not limited to, monitoring and evaluating data (collectively, the “PROGRAM-Related Data”). Upon ACFC’s request, RAP shall provide ACFC with all PROGRAM-Related Data in a form and frequency to be mutually agreed-upon by the PARTIES. RAP acknowledges and agrees that ACFC may use the PROGRAM-Related Data for monitoring and evaluating the effectiveness of the PROGRAM, and, alongside RAP, to share public impact reporting and the story of the PROGRAM in all media and social media channels, including, without limitation, sharing such PROGRAM-Related Data with third parties who may assist ACFC in such communications and assessments. For the avoidance of doubt and notwithstanding anything to the contrary herein, RAP shall obtain ACFC’s prior written consent in connection with any disclosure or dissemination of PROGRAM-Related Data and include ACFC in any disclosures concerning the PROGRAM and PROGRAM-Related Data, except where such disclosure or dissemination is required by applicable law or regulation.
- B. ACFC, by itself or through a third party, may evaluate and monitor the PROGRAM. Such evaluation and monitoring may include meeting with RAP staff and/or site visits to review the RAP and ACFC systems, operations, and accomplishments related to the PROGRAM. RAP and ACFC shall cooperate and assist with any such reasonable evaluations and monitoring (as applicable), and the PARTIES will work in good faith to modify the PROGRAM if ACFC

determines that changes are needed to achieve the stated objectives described in Exhibit A and herein.

- C. Accounting and Records. RAP and LAPF shall maintain accurate books and records of all receipts and expenditures directly related to use of ACFC FUNDS and shall provide such records to ACFC upon its request. ACFC shall maintain all receipts and records of expenditures, and other documentation necessary to determine the value of any in-kind services and items contributed to RAP in support of the PROGRAM, and provide such records and/or documentation upon request by RAP and/or LAPF.
- D. Reports. RAP will provide an annual report on PROGRAM-Related Data, as set forth in the PROGRAM Description, by January 31 of each year during the TERM of this AGREEMENT, in order to document PROGRAM related activities from the prior calendar year.
- E. Non-Use of ACFC FUNDS. LAPF shall notify ACFC by June 30 and December 31 of each year of the TERM of the amount of any ACFC FUNDS that RAP has not spent for the PROGRAM. Upon ACFC's written approval, RAP may receive an extension of time by which to spend the remaining ACFC FUNDS. If RAP does not receive such extension, LAPF and/or RAP shall return such funds to ACFC within thirty (30) days of written request by ACFC.

6. AMENDMENT

A PARTY shall promptly notify the other PARTIES in writing of any changes proposed by the notifying PARTY regarding its purposes, goals, population served, timing, activities, or expenditures described in this AGREEMENT or PROGRAM Description, and the other PARTIES may accept or reject such changes in their sole discretion. No change or amendment to this AGREEMENT or PROGRAM Description shall be effective unless made in writing and duly executed by the PARTIES.

7. NOTICE OF CHANGES

RAP shall promptly notify the other PARTIES in writing at least sixty (60) days prior to the occurrence of any of the following:

- Change in any key personnel including, but not limited to, the Project Coordinator;
- Change in address or contact information; or
- Any other development that significantly affects the operation of RAP or the use of the ACFC FUNDS.

8. USE OF NAMES

A. RAP and LAPF authorize ACFC to use the names of RAP and LAPF as part of press releases, brochures, newsletters, websites and other publications for the sole purpose of announcing and describing the PROGRAM and working relationship among PARTIES, subject to the prior written approval of RAP and

LAPF, not to be unreasonably withheld or delayed.

B. RAP is permitted to reference ACFC, LAPF, and the PROGRAM in annual reports and financial accounts regarding PROGRAM activities that occurred during the TERM of the PROGRAM and this AGREEMENT, subject to ACFC and the NWSL's prior written consent, unless RAP is required to provide this information in reports or other materials to comply with valid oversight activities by the City Council of Los Angeles, the City Controller of Los Angeles, the Board of Recreation and Park Commissioners of Los Angeles, or other government entities requiring such information, or to comply with legal obligations governing RAP's operations (collectively, "RAP Compliance Entities"). References to ACFC by RAP (including but not limited to use of ACFC's name, marks, logos and tagline) are permitted in publicly available documents (i.e. websites, fundraising brochures, flyers, banners, advertisements, marketing, etc.) for the purpose of the PROGRAM, subject to (i) ACFC's then-current trademark and logo usage guidelines and (ii) ACFC and the NWSL's prior written consent, unless required as set forth above regarding RAP Compliance Entities. All other public statements and media communications require prior approval from ACFC. ACFC encourages RAP to inquire about referencing ACFC prior to publication.

9. INTELLECTUAL PROPERTY

For any copyright, patent, trade name, trademark or service mark created by PARTIES in connection with, and as a result of the PROGRAM ("Intellectual Property"), ACFC, LAPF, and RAP is each hereby granted a royalty free, non-exclusive worldwide license to use any or all of the Intellectual Property for any purpose or purposes that furthers the PROGRAM during the term of this AGREEMENT, including republication or sublicensing of such Intellectual Property only with prior written approval by ACFC, RAP and/or LAPF as well as the NWSL league, if applicable. Notwithstanding the foregoing, any Intellectual Property that is created solely by RAP shall remain the exclusive property of RAP, and any Intellectual Property that is created solely by ACFC shall remain the exclusive property of ACFC.

10. COMMUNICATIONS

Each notice, consent, request, or other communication required or permitted under this AGREEMENT, will be in writing and delivered personally or sent by certified mail (postage prepaid, return receipt requested), or by email (with electronic confirmation of receipt and a confirmation hard copy sent by regular mail no later than the following business day), or by a recognized overnight courier, and addressed as follows:

If to ACFC: Angel City Football Club
 Attn: Chris Fajardo
 3211 Olympic Blvd.
 Santa Monica, CA 90404
 chris.fajardo@angelcity.com

If to LAPF: Tony Budrovich, Executive Director

Los Angeles Parks Foundation
2650 N. Commonwealth Avenue
Los Angeles, CA 90027
tony@laparksfoundation.org

If to RAP: City of Los Angeles
Department of Recreation and Parks
Attn: Austin Dumas,
Chief Operations Officer for Play LA
3916 S. Western Ave.
Los Angeles, CA 90062
austin.dumas@lacity.org

Each notice, consent, request, or other communication will be deemed to have been received by the PARTY to whom it was addressed (a) when delivered if delivered personally; (b) on the fifth business day after the date of mailing if mailed; (c) on the first business day after the email transmission if delivered by email; or (d) on the date officially recorded as delivered according to the record of delivery if delivered by overnight courier. Each PARTY may change its address for purposes of this AGREEMENT by giving written notice to the other PARTY in the manner set forth above.

11. INDEMNIFICATION

Each PARTY shall indemnify and hold the other PARTIES harmless from and against any third party claim, liability, loss, damages, fines, penalties, and expenses (including but not limited to reasonable legal fees and costs) (collectively, a "Claim") arising out any uncured material breach by the indemnifying PARTY of this AGREEMENT, or any act or omission of indemnifying PARTY in connection with such PARTY's activities and/or obligations. The indemnified PARTY will promptly notify the indemnifying PARTY of a Claim and cooperate with the indemnifying PARTY in defending the Claim.

12. REPRESENTATIONS AND WARRANTIES

Each PARTY represents and warrants to the other PARTIES that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of the PARTIES, enforceable in accordance with its terms and conditions.

13. INDEPENDENT PARTIES

Notwithstanding use of the term "partnership" or "partner" herein, nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. PARTIES shall have no power to obligate or bind the other PARTIES in any manner whatsoever. Further, under no circumstances will a PARTY represent itself to be an agent of another PARTY. Nothing in this AGREEMENT may be construed to have authorized or vested in a

PARTY the power to be an agent of another PARTY, or an actor under the color of law, be it civilly or criminally.

14. RELATIONSHIP OF PARTIES

PARTIES agree that no other 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.

15. ENTIRE AGREEMENT

This AGREEMENT represents the entire agreement among all the PARTIES with respect to the matters set forth herein. This AGREEMENT may be amended only as provided for in this AGREEMENT. All PARTIES have had the opportunity to have this AGREEMENT reviewed by their attorneys.

16. WAIVER

Each PARTY's delay or failure to enforce or insist on strict compliance with any provision of this AGREEMENT will not constitute a waiver or otherwise modify this AGREEMENT. Each PARTY's waiver of any right granted under this AGREEMENT on one occasion will not (a) waive any other right; (b) constitute a continuing waiver; or (c) waive that right on any other occasion.

17. APPLICABLE LAW; JURISDICTION

This AGREEMENT shall be governed by and construed in accordance with the laws of California, without regard to principles of conflict of laws. Any action or proceeding with respect to this AGREEMENT may only be brought in a federal or state court situated in County of Los Angeles, California, and by execution and delivery of this AGREEMENT, such PARTY irrevocably consents to jurisdiction and venue in each such court.

18. CONFIDENTIALITY

The PARTIES will not: (i) disclose Confidential Information of another PARTY to any third parties; or (ii) use Confidential Information of another PARTY for any purpose except as permitted under this AGREEMENT. The recipient PARTY may only disclose Confidential Information of the discloser PARTY to its employees, agents, and contractors who need to know such Confidential Information to fulfill obligations under this AGREEMENT, so long as each such employee, agent, or contractor has executed a written agreement that contains use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this AGREEMENT and the discloser PARTY remains liable for a breach of such terms by any such third party. The recipient PARTY is not restricted from disclosing Confidential Information to the extent required by any law or regulation, but must use reasonable efforts to give the other PARTY reasonable advance notice of such required disclosure. "Confidential Information" means (a) information disclosed by a PARTY to another PARTY under this AGREEMENT that is marked as confidential or

would normally be considered confidential under the circumstances and (b) excludes any information that (i) is now or hereafter becomes generally known or available to the public, through no act or omission on the part of recipient PARTY; (ii) was known by recipient prior to receiving such information from the discloser PARTY and without restriction as to use or disclosure, (iii) is rightfully acquired by recipient PARTY from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by recipient PARTY.

19.LIMITATION OF LIABILITY

SUBJECT TO THE LAST SENTENCE OF THIS SECTION 19, A PARTY WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. SUBJECT TO THE LAST SENTENCE OF THIS SECTION 19, A PARTY'S LIABILITY ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY ACFC UNDER THIS AGREEMENT. THESE LIMITATIONS OF LIABILITY WILL NOT APPLY TO: (I) INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS; (II) BREACHES OF CONFIDENTIALITY; (III) INDEMNIFICATION OBLIGATIONS; OR (IV) DAMAGES ARISING FROM WILLFUL MISCONDUCT, INCLUDING BUT NOT LIMITED TO SEXUAL MISCONDUCT.

20.NON-EXCLUSIVITY

During the TERM of this AGREEMENT, the PARTIES agree to consult with each other regarding RAP's potential engagement with other professional soccer teams to run girls soccer leagues; provided however, that RAP must obtain ACFC's prior written consent, not to be unreasonably withheld, before engaging with any such professional soccer teams. Nothing herein shall restrict ACFC from working with other organizations in connection with non-RAP soccer programs.

IN WITNESS THEREOF, PARTIES have executed this AGREEMENT as of the date first included above.

ACFC:

Angel City FC, LLC

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

LAPF:

Los Angeles Parks Foundation

By: _____

Name: Tony Budrovich

Title: Executive Director, LAPF

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

RAP:

**City of Los Angeles, acting
by and through its Board of
Recreation and Park
Commissioners**

*By signing below, the signatory attests
that they have no personal, financial,
beneficial, or familial interest in this
Agreement.*

By: _____

Renata Simril, President

Date: _____

By: _____

Takisha Sardin, Secretary

Date: _____

APPROVED AS TO FORM:

Hydee Feldstein Soto, City Attorney

By: _____

Brendan Kearns, Deputy City Attorney

Date: _____

EXHIBIT A

PROGRAM DESCRIPTION

This PROGRAM Description sets forth the relative obligations of the PARTIES. All capitalized terms that are not in this PROGRAM Description still have the meanings assigned to those terms in the AGREEMENT.

1. Commitment Summary

1.1. PROGRAM Name: ACFC X GPLA

1.2. Term: The AGREEMENT's Commencement Date through December 31, 2025.

1.3. Approximate Total Value: USD \$1,322,137 (the "DONATION", which is comprised of items 1.4 and 1.5 below)

1.4. Monetary: USD \$798,912.00 (the "ACFC FUNDS")

1.4.1. LA Parks Foundation Administrative Fees: USD \$41,350.00, which amounts will be drawn from the ACFC FUNDS above and do not represent a stand-alone separate fee to be contributed by ACFC.

1.5. Approximate Value of In-Kind Donation: USD \$523,225.00 (the "ACFC Contributions")

1.6. Payment Schedule: The payment schedule consists of 3 installments in 2024 and 4 installments in 2025, as outlined in Section 7 (Payment Schedule) of this Exhibit A.

2. Background

In 2022, ACFC collaborated with RAP's Girls Play LA (GPLA) program to establish a Soccer Leadership Academy for girls and gender expansive youth ages 13-17.

The ACFC x GPLA Soccer Leadership Academy ("Academy") was created to cultivate the next generation of leaders by teaching the fundamentals of soccer and providing an introduction to pathways in the sports industry. The Academy focused on developing players' soccer skills and establishing leadership modules that encourage professional career options on and off the field. The Academy also promoted equity, diversity, and inclusion. In each Academy season, the league included four leadership modules that instill a network of support and resources for the young girls including:

- College Admission
- Career Pathways

- Financial Literacy
- Motivational Speakers

In 2023, the Academy hosted five 8-week soccer programs that attracted more than 250 participants, with two programs in the Spring and three programs in the Fall.

The PARTIES intend to grow their partnership as further outlined in this PROGRAM Description and the AGREEMENT, with the goal of ensuring equitable play for youth girls and gender expansive youth in soccer throughout City parks and centers.

PROGRAM Goal:

The PARTIES will establish a co-branded youth soccer league for girls and gender expansive youth, ages 5-17 years old, as a means to promote and enhance girls' and gender expansive youth's soccer involvement at all levels. The PARTIES will work collaboratively to develop three levels of girls' and gender expansive youth's soccer participation, including recreational, developmental, and competitive. The PARTIES will incorporate the ACFC x GPLA Soccer Leadership Academy into the co-branded girls and gender expansive youth's soccer league at the developmental level for ages 12-17. Notwithstanding any other provision of this AGREEMENT, GPLA branding shall be replaced with LA City United Football Club branding for the competitive levels of any youth soccer activities supported by the PARTIES.

To ensure the training and professional development of RAP staff, the PARTIES will provide access to a coaching network for online tools, mentorship, and opportunities for soccer coach licensing.

The PARTIES will offer annual camps and clinics, which GPLA participants may attend for free or at a reduced cost.

3. Obligations

LAPF will fulfill the following obligations for the PROGRAM during the Term referenced in Section 1 above:

- Perform the function of fiscal recipient in support of the PROGRAM, by accepting the DONATION and managing PROGRAM-related expenditures;
- Deposit and maintain funds in a PROGRAM-dedicated account or sub-account, and use appropriate accounting practices in such a manner that PROGRAM-related expenditures shall be tracked and accounted for;
- Expend ACFC FUNDS solely for the PROGRAM related expenditures, and qualified charitable or educational purposes as defined by the Internal Revenue Code or similar international requirements; and
- Not use ACFC FUNDS for administrative or overhead costs unless such use has been approved in advance in writing by ACFC.

CITY will fulfill the following obligations for the PROGRAM during the Term referenced in Section 1 above:

- Standardize soccer uniforms across all recreation sites with the following co-branding: (i) ACFC and GPLA for all jerseys for all PROGRAM youth at

the recreational and developmental levels, and (ii) ACFC and LA City United Football Club for all jerseys for all PROGRAM youth at the competitive level.

- Offer an 8-week recreational level soccer program for 5-17 year old girls and gender expansive youth in the Fall seasons.
- Provide field space for all soccer clinics, leagues, summer camps and tournaments.
- Ensure registration of all PROGRAM participants using RAP's online activity registration system.
- Collaborate with ACFC to market, implement, and participate in all PROGRAM elements, including but not limited to:
 - Youth Soccer Clinics
 - Tournaments
 - Coach Trainings
 - Summer camps
 - Leadership, College and Career Readiness Workshops
 - Other Special Events and Activities
- Assist ACFC in the collection of data to consistently improve the PROGRAM. Such data shall not include personal identifiable information.
- Arrange and provide transportation for PROGRAM participants to all applicable clinics, tournaments, trainings, summer camps, workshops and activities
- Hire a Project Coordinator or equivalent position to support strategic planning and administration of the PROGRAM.
- Hire administrative support for the Project Coordinator and other staff in the expansion of girls' and gender expansive youth's soccer across Los Angeles.

ACFC will fulfill the following obligations for the PROGRAM during the Term referenced in Section 1 above:

- Provide monetary support and in-kind donations for the expansion of girls' and gender expansive youth's soccer within RAP. This support should only be used to cover the costs of items not covered under any other RAP agreement with any other company or individual.
- Provide marketing support through the use of photography, videography, and promotional materials.
- Provide recruitment assistance to identify high-level coaches with experience working with underrepresented genders.
- Create targeted advertising and marketing material for sharing on RAP and ACFC platforms.
- Provide RAP staff with reasonable access to ACFC coaching network for sports training, professional development, mentorship, and opportunities for soccer licensing.
- Tournament Sponsorship
- Provide 3 one-week-long summer camps annually, which GPLA PROGRAM participants may attend for free or at a reduced cost. The summer camp specifics will be set forth in a separate mutually agreeable Exhibit to the AGREEMENT and will include the PARTIES' obligations as well as details concerning provision of fields, coaches, equipment, schedule and waivers of liability.

4. Objectives and Outputs

OBJECTIVES	OUTPUTS
<p>In FY 2022/2023, RAP had approximately 41K youth enrolled in soccer. 32% of these participants were girls. Through this partnership, we aim to achieve gender equity by increasing girls' and gender expansive youth participation in soccer.</p>	<ul style="list-style-type: none"> ● Increase participation and opportunities for girls and gender expansive youth in soccer at all levels. ● Provide education and training on gender equity issues for players, coaches, and officials. ● Develop mentorship and networking opportunities for underrepresented genders in soccer.
<p>Increase female and gender expansive representation in coaching.</p>	<ul style="list-style-type: none"> ● Create mentorship programs for coaches of underrepresented genders to learn from experienced coaches and build their skills. ● Provide financial support or scholarships for coaches of underrepresented genders to pursue coaching certifications and professional development opportunities. ● Recruit and actively seek out qualified underrepresented gender candidates for coaching positions. ● Offer training programs and workshops specifically for coaches of underrepresented genders. ● Establish networking opportunities for coaches of underrepresented genders to connect with others in the field and build a support system. ● Encourage current players with underrepresented genders to consider transitioning into coaching roles after their playing careers. ● Develop partnerships with schools and community organizations to promote coaching opportunities for women and gender expansive individuals. ● Raise awareness about the benefits of having diverse coaching staff, including the positive impact on team performance and athlete development.

Provide additional resources to underserved communities, particularly within a 5-mile radius of BMO stadium.	<ul style="list-style-type: none"> Strategically market and recruit to stakeholders within a 5-mile radius of BMO stadium.
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5. Annual Goals

Year	Metric	Goal
Year 1 (Commencement Date - 12/31/24)	Number of Girls and Gender Expansive Youth Participants	10,000 Girls and Gender Expansive Youth Participants
Year 2 (1/1/2025 - 12/31/25)	Number of Girls and Gender Expansive Youth Participants	12,000 Girls and Gender Expansive Youth Participants

Note: Baseline established from 1/1/23 to 12/31/23 for participants was 7,000 youth.

Year	Metric	Goal
Year 1 (Commencement Date - 12/31/24)	Number of Female and Gender Expansive Coaches	20 Female and Gender Expansive Coaches
Year 2 (1/1/2025 - 12/31/25)	Number of Female and Gender Expansive Coaches	50 Female and Gender Expansive Coaches

Note: There is no established baseline from 1/1/23 to 12/31/23, as this was not tracked by RAP.

6. Funds

The total value of the DONATION, consisting of the ACFC FUNDS and ACFC CONTRIBUTIONS donated by ACFC for the PROGRAM shall be collectively valued at up to approximately \$1,322,137 over the TERM of this AGREEMENT. Notwithstanding the foregoing, from time to time, ACFC may contribute additional monetary funds to the PROGRAM in its sole discretion.

LAPF and/or RAP agrees to allocate the ACFC FUNDS disbursed above solely for the PROGRAM and to support LAPF and RAP's obligations as set forth in Section 3 of this Exhibit A.

For the avoidance of doubt, LAPF's Administrative Fees set forth below will be pulled from the ACFC FUNDS and will not be a separate, standalone fee that ACFC is responsible to provide.

Year	Total Budget	Monetary	In-Kind Donation	LA Parks Foundation Administrative Fees
Year 1: Commencement Date - 12/31/2024	\$280,112	\$120,612	\$159,500	\$5,650
Year 2: 1/1/25 - 12/31/2025	\$1,042,025	\$678,300	\$363,725	\$35,700

7. Payment Schedule

Year 1: Commencement Date – 12/31/2024

ACFC Funds Total: \$120,612, as paid in the following installments:

September 2024: \$113,718

October 2024: \$6,894

Year 2: 1/1/2025 – 12/31/2025

ACFC Funds Total: \$678,300, as paid in the following installments:

March 2025: \$169,575

June 2025: \$169,575

September 2025: \$169,575

December 2025: \$169,575

Below are the anticipated in-kind donations that ACFC may provide to RAP for the PROGRAM pursuant to the AGREEMENT:

In-Kind Donations	2024	2025
ACFC Match Tickets	\$15,000.00	\$34,000.00
Bus transportation Costs**	\$12,000.00	\$43,000.00
Game Day Food	\$8,000	\$8,000
Content/Promotional Materials	\$70,000	\$70,000
Camps & Clinics	\$4,000	\$84,000
Culmination Events	\$28,000	\$90,975
ACFC Coach Network	\$0	\$11,250
ACFC Events with Player	\$22,500	\$22,500
Total	\$159,500	\$363,725

**The PARTIES agree that ACFC will only be providing funds for transportation and will not be handling arrangements for transportation. Therefore, ACFC will not be liable for any issues or liabilities involved with such transportation, and Section 19 of the AGREEMENT shall apply.

8. Sponsorship Opportunities

It is ACFC's intention to seek sponsorship opportunities that align with the mission of the PROGRAM and RAP and ACFC's partnership in these efforts. Any PROGRAM sponsorship opportunities shall comply with RAP's "Sponsor Recognition Policy, Procedures and Guidelines for Recognizing Organizations and Individuals who Contribute to and/or Support City of Los Angeles Parks and Programs" approved on June 5, 2013, as may be amended from time to time.

