Feb 06 2025 BOARD OF RECREATION AND PARK COMMISSIONERS

#### **BOARD REPORT**

**NO**. 25-014

DATE February 06, 2025

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# **BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: APPROVAL OF THE DEPARTMENT OF RECREATION AND PARKS REVISED FY2023-24 PROJECT PLAN BETWEEN THE CITY OF LOS ANGELES AND THE LOS ANGELES 2028 ORGANIZING COMMITTEE FOR THE 2028 OLYMPIC AND PARALYMPIC GAMES FOR THE CITY'S YOUTH SPORTS PROGRAM PARTNERSHIP

B. Aguirre		M. Rudnick		
B. Jones		* C. Santo Domingo	. <u></u>	
C. Stoneham	C.S	N. Williams		
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			_	General Manager
Approved	Х	Dis	sapproved	Withdrawn

#### RECOMMENDATIONS

- 1. Approve the Department of Recreation and Parks (RAP) revised FY2023-24 Project Plan costs, as set forth in this Report's Attachment 1;
- Authorize RAP to accept and receive a funding allocation from the Los Angeles Organizing Committee for the 2028 Olympic and Paralympic Games (LA 2028) of an additional \$4,454,559, for a new total amount of \$23,252,799 for FY2023-24, subject to approval of the City Council;
- Direct RAP Staff to transmit the revised FY2023-24 Project Plan to the City Council for consideration in conformance with the Youth Sports Agreement (YSA), attached hereto as Attachment 2 and approved by the Board of Recreation and Park Commissioners (Board) on December 18, 2019, April 7, 2023, and October 5, 2023; and
- 4. Request the City Administrative Officer (CAO) to prepare Controller instructions, and/or make technical corrections or adjustments, that may be required and are consistent with any City Council and Mayoral action necessary for the appropriation and expenditure of funds from the Youth Sport Partnership Fund (Fund No. 63K), up to the amounts approved for the revised 2023-24 Project Plan, and previously approved annual project plans, in accordance with the Youth Sport Partnership Agreement;
- 5. Request the Controller to implement the instructions prepared by the CAO pursuant to Recommendation No. 4 of this Report; and

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6. Authorize RAP staff to make technical changes to the revised FY2023-24 Project Plan as needed to carry out the intent of this Report.

#### <u>SUMMARY</u>

On September 13, 2017, the International Olympic Committee (IOC) selected the City of Los Angeles to host the 2028 Olympic and Paralympic Games (2028 Games). Among the principles of the Host City Contract, entered into September 13, 2017, by and between the City, the IOC and the United States Olympic Committee (USOC), as well as the August 16, 2017 Memorandum of Understanding between the City, LA 2028 and the USOC regarding the organizing of the 2028 Games, LA 2028 committed to support youth sports programming, including funding up to \$160,000,000, to significantly enhance access to sport for the City's youth over the years leading up to the 2028 Games. The terms of this commitment were developed in collaboration with the City and ultimately memorialized in the Youth Sport Partnership Agreement (YSA) for the operation and development of the City's Youth Sports Program (YSP); such terms were subsequently amended in collaboration with RAP as the overseeing entity of the City's Youth & Adaptive Sports Program (PlayLA) to, among other things, clarify the operation and development of the PlayLA and update the number of pre-qualified RAP locations.

The revised FY2023-24 YSP Project Plan costs (Attachment 1) reflect the total actual enrollment of 228,312, with a total actual cost of \$23,252,799.

Through the amended YSA, the City will use the provided funding to directly support and increase citywide youth participation in quality sport and fitness programming by removing financial barriers now and up to the 2028 Games.

PlayLA is structured to overcome barriers to participation, including considerations to achieve gender equity and to increase access and opportunities for all young people, particularly the economically disadvantaged and physically impaired and to ensure enduring health and wellness benefits for all communities in the City of Los Angeles.

#### YSA Terms and Conditions

The YSA memorializes the following terms relating to PlayLA:

- 1. Grant funding received from LA 2028 will be used to subsidize and offset funding for youth sports and fitness classes or programs at designated recreation centers and or through signature programs or other non-profit or specialized sport and fitness partners, as well as for marketing and for the implementation of a safe sport program.
- 2. To access grant funds, RAP will develop an annual "YSP Project Plan," subject to the Board and City Council approval, and submit each plan to LA 2028 to draw down the available youth sports funding.

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- 3. RAP will submit annual YSP Project Plan requests to LA 2028, up to the cumulative amount of the total available grant funds available for such fiscal year, as follows:
  - a. <u>Participation Fees for Leagues and Classes</u>: A majority of available funds may be used each fiscal year to offset the Direct Costs for participation in RAP operated, quality youth sports leagues & classes.
  - b. <u>Signature Youth Programs</u>: RAP may also use a targeted amount of funds each year to offset the direct and start-up costs of quality youth sport or fitness programs, and/or including adaptive sport activities.
- 4. RAP will enact and maintain minimum standards for safety maintenance, training and reporting under a collaboration with the U.S. Center for Safe Sport, in an amount not to exceed \$2,000,000.00, and within one year from the YSA's execution.
- 5. Eligible participants for subsidies will be based on household income within ½ mile radius of that recreation center. Using current income data, 90 recreation centers and 37 pools are designated as pre-qualified. RAP also has 35 non-pre-qualified centers and 16 non pre-qualified pools. Participants at non-designated and pre-qualified sites will verify their eligibility by self-certifying household income. Two additional centers, Cabrillo Beach Bath House and Ramona Gardens, have been designated for the PlayLA program. RAP will retain the right to adjust or modify any pre-designated and qualified recreation center as needed to meet operational, maintenance or income needs.
- 6. RAP will commit to raising public awareness and engagement of the YSP by utilizing designated marketing funds to identify and create the YSP branding, marketing, and visual identity and to purchase multilingual advertising for each year of the YSP.
- 7. RAP will submit an annual Project Plan with an estimated amount to identify subsidies for upcoming year registration in existing or signature programming for reimbursement and to be reconciled each subsequent year, while committing to a preference for Olympic or Adaptive Sports and to track participation and growth resulting from RAP's baseline participation numbers now and through 2028.

## **REVISED FY2023-24 PROJECT PLAN**

The revised FY2023-24 Project Plan identifies accounts for the increased enrollment in PlayLA Youth and Adaptive Youth Sports recreational and aquatic programming, as well as requested allocations for: (i) supporting unique signature programming with a commitment to Olympic or Adaptive Sports, and (ii) tracking participation and growth resulting from RAP's baseline participation numbers starting in Summer 2021 through 2028.

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Approval of the proposed 2023-24 Project Plan provided a total of \$18,798,240 in funding for YSP programs, in conjunction with approximately \$3.6 million in baseline funding provided by RAP and charitable foundations. Under the proposed plan, it was projected that participation would total 164,116 participants. However, actual participation for the year totaled 228,312 participants (39% greater than originally projected). Due to increased participation, RAP incurred additional costs of \$4,454,559 for total expenditures of \$23,252,799.

The requested amount of \$23,252,799 will be used for RAP's 2024-2025 fiscal year.

Using FY2018-19 as our baseline, RAP had 148,274 youth participant enrollments in YSP programs at recreation and aquatic sites during that fiscal year. RAP's actual enrollment for FY2023-24 was 228,312 youth participant enrollments, an increase of 47% over the baseline.

# FISCAL IMPACT

Approval of the revised FY2023-24 Project Plan costs and acceptance of grant funding from LA 2028 will have a positive impact on RAP's General Fund, resulting in cost savings to RAP in its operation and offering of subsidized youth sports and fitness programs Citywide.

#### STRATEGIC PLAN INITIATIVES AND GOALS

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

**Goal No. 2:** Offer Affordable and Equitable Recreational Programming **Outcome No. 1:** Improved health and social equity for young Angelenos **Key Metric:** Number of youth participants in sports and fitness programs **Result:** Increase participation in youth sports, fitness and aquatics programs by removing barriers to enrollment, specifically in low-income communities of color

This Report was prepared by Veronica Polanco, Chief Innovation Officer, Department of Recreation and Parks.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Plan vs. Actual Report FY 2023-24
- 2) Youth Sports Agreement (YSA)

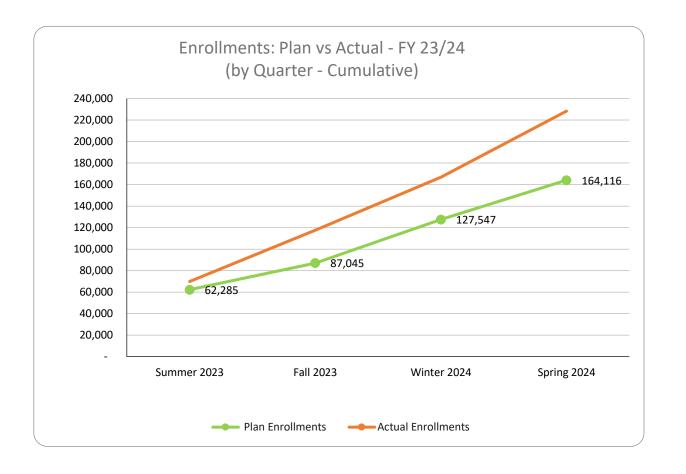


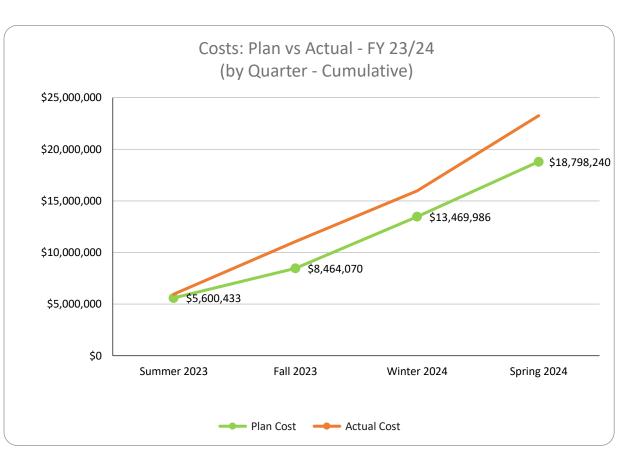
PLAN VS ACTUAL: FY 23/24

RecTrac Data as of 7/6/24 (Rec Centers): 7/1/23 - 6/30/24 RecTrac Data as of 7/6/24 (Aquatics): 6/1/23 - 5/31/24 CATS Labor Data: 6/18/23 - 6/29/24 (Pds 1 - 27) CATS Non Labor Data: 7/1/23 - 6/30/24

FY 23/24 : PLAN VS ACTUAL

		А	В	c	D	D E		
		Plavi & FY 23/2	4 PROJECT PLAN		FY 23/24	ΔΟΤΙΙΔΙ		
		Enrollments	Costs \$	Enrollments	1123/24	Costs \$		
		Emolinents	66515 \$	Total Actual		Total Actual		
		Total Estimated	Total Estimated	Enrollments	Total Actual	NON LABOR \$	Total Actual Costs \$	
Category	Туре	Enrollments	Costs \$	(RecTrac)	LABOR \$ (CATS)	(CATS) EXP	(CATS) Exp	
1_0 Recreation Centers								
	1_1_1 Rec Centers -Prequalified Sites	89,685	\$ 10,595,703	162,356	8,291,563	9,669,230	17,960,792	
	1_1_2 Rec Centers - Non Prequalified Sites	4,634		17,578	621,163	728,814	1,349,976	
	1_2_1 Pilot Program - Archery	1,360	\$ 215,034	538	5,124	39,070	44,194	
	1_2_2 Pilot Program - Karate	1,200	\$ 286,160	1,268	1,964	-	1,964	
	1_2_3 Pilot Program - Climbing 1_2_4 Pilot Program - Triathlon	-	\$ 20,000 \$ 20,000	133	4,161	13,960	18,121	
	1_2_4 Pilot Program - Fraction 1_2_5 Pilot Program - Fencing	-	\$ 20,000 \$ 20,000	- 33	1,393	- 63,827	- 65,220	
	1_2_6 Pilot Program - Soccer Dev Program	-	\$ -	-	-	7,650	7,650	
Total 1_0 Recreation Centers		96,879	\$ 11,751,464	181,906	\$ 8,925,367	\$ 10,522,550		
% = Actuals / PlayLA Plan				188%			165%	
2_0 Signature Programs								
	2_1_1 Aquatics - Prequalified Sites	38,414		29,015	800,953	276,698	1,077,651	
	2_1_1_1 Aquatics - Prequalified - Equipment	-	\$ 294,140	-	-	249,777	249,777	
	2_1_2 Aquatics - Non Prequalified Sites	11,249	\$ 310,566	5,709	106,768	8,192	114,960	
	3_1_1 Aquatics - USA Swim Team 3 1 1 1 Aquatics - USA Swim Team - Equipment	1,200	\$ 1,062,900 \$ 17,520	434	1,710	83,954 42,296	85,663 42,296	
	3_1_2 Aquatics - OSA Swift Feature Equipment	- 720	\$ 367,568	732	225,653	42,290	320,805	
	3_1_2 Aquatics - Surfing - 3_1_2_1 Aquatics - Surfing - Equipment	-	\$ 507,508 \$ 61,224		- 225,055	43,490	43,490	
	3_1_3 Aquatics - Kayak	570	\$ 169,930	196	42,169	837	43,006	
	3 1 3 1 Aquatics - Kayak - Equipment	-	\$ 44,775	-	-	33,497	33,497	
	3_1_4 Aquatics - Aquatics Pentathlon	-	\$ -	-	980	7,074	8,055	
	3_1_5 Aquatics - Stand-up Paddleboard	-	\$ -	-	5,367	-	5,367	
	3_2_1 Signature - Track & Field	1,600	\$ 256,320	1,090	12,080	-	12,080	
	3_2_1_1 Signature - Track & Field - Equipment	-	\$ -	-	-	284	284	
	3_2_2 Signature - Judo	2,400	\$ 432,600	1,990	66,999	66,618	133,617	
	3_2_2_1 Signature - Judo - Equipment	-	\$ -	-	-	82,318	82,318	
	3_2_3 Signature - Tennis	2,400	\$ 284,400	2,773	46,921	1,142	48,064	
	3_2_3_1 Signature - Tennis - Equipment 3_2_4 Signature - Golf	448	\$- \$74,432	- 283	- 6,924	705	705 6,924	
	3_2_4 Signature - Golf - Equipment	440	\$ 74,432 \$ -	205	- 0,924	4,441	4,441	
	3_2_4_1 Signature - Skateboarding	1,200	\$ 192,800	1,205	31,762	4,441	31,762	
	3_2_5_1 Signature - Skateboarding - Equipment	-	\$ 39,000	-	-	53,040	53,040	
	3_2_6 Signature - Equestrian	180	\$ 144,416	25	-	7,480	7,480	
	3_2_7 Signature - Marathon Training	3,800	\$ 47,802	1,561	-	33,366	33,366	
	3_2_8 Signature - Teqball	1,200	\$ 192,800	148	-	-	-	
	3_2_8_1 Signature - Teqball - Equipment	-	\$ 16,200	-	-	-	-	
	3_3_1 Adaptive Archery	40	\$ 66,465	67	492	57,795	58,287	
	3_3_2 Adaptive Athletics	20	\$ 61,025	-	-	-	-	
	3_3_3 Adaptive Skateboarding	40	\$ 63,177	-	-	3,303	3,303	
	3_3_4 Adaptive Swimming 3_3_5 Blind Soccer	1,350 40	\$ 59,371 \$ 74,004	662 85	14,271	471 73,151	14,742 73,151	
	3_3_6 Para Equestrian		\$ 74,004 \$ 191,572		4,090	231,492	235,582	
	3_3_7 Para Surfing		\$ 64,774	132	2,247	37,815	40,062	
	3_3_8 Sitting Volleyball	75	\$ 46,962	24	709	41,923	42,632	
	3_3_9 Wheelchair Basketball	50	\$ 76,831	32	382	66,808	67,190	
	3_3_10 Wheelchair Tennis	48	\$ 67,891	27	1,589	65,938	67,527	
	3_3_11 Adaptive Trainings	-	\$ 16,000		-	-	-	
	3_3_12 Adaptive Special Events	-	\$ 52,940	-	-	-	-	
Total 2_0 Signature Programs		67,237	\$ 6,015,276	46,406	\$ 1,372,067	\$ 1,669,056		
% = Actuals / PlayLA Plan				<u>69%</u>			51%	
3_0 Other Costs	<b>ر</b> ۱							
	4_1 Safe Sport	-	\$ 250,000	-	-	407,261	407,261	
	4_2 Marketing/Branding	-	\$ 516,500	-	19,075	284,002	303,078	
	4_3 Printing	-	\$ 100,000	-	-	53,420	53,420	
	4_4 Media Buy	-	\$ 165,000	-	-	-	-	
Total 3_0 Other Costs		-	\$ 1,031,500	-	\$ 19,075	\$ 744,684		
% = Actuals / PlayLA Plan				0%			74%	
Total	]	164,116	\$ 18,798,240	228,312	\$ 10,316,510	\$12,936,289	\$23,252,799	
% = Actuals / PlayLA Plan				139%			124%	
				[For De	tail Info, please refe	er to Attachmon	t 1 Detail]	
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# AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND THE LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028 REGARDING THE 2028 YOUTH SPORT PARTNERSHIP ("YSP")

This agreement regarding the 2028 Youth Sport Partnership ("<u>YSP Agreement</u>") is made and entered into as of the date of the last signature set forth below, and is by and between the City of Los Angeles ("<u>City</u>"), a municipal corporation, acting by and through its Department of Recreation and Parks ("<u>RAP</u>" or "<u>Department</u>"), and the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 ("<u>LA 2028</u>" or "<u>OCOG</u>"), a California nonprofit public benefit corporation, formerly known as the Los Angeles 2024 Exploratory Committee. Collectively, these entities shall be known herein as the "<u>Parties</u>" or individually as a "<u>Party</u>."

#### **WITNESSETH**

WHEREAS, on August 16, 2017, the City and LA 2028 entered into the Memorandum of Understanding regarding the organizing of the 2028 Olympic and Paralympic Games ("<u>2017 MOU</u>") by and among the City, LA 2028, and the United States Olympic and Paralympic Committee ("USOPC"), formerly known as the United States Olympic Committee ("<u>USOC</u>"), describing the cooperation of these parties to deliver the 2028 Games; and

WHEREAS, on September 13, 2017, the International Olympic Committee ("<u>IOC</u>") awarded the 2028 Games to LA 2028 and the City of Los Angeles, and accordingly, the IOC, USOPC, and the City entered into the Host City Contract 2028 ("<u>Host City Contract</u>", consisting of the Host City Contract – Principles and its annexes, in particular the Host City Contract – Operational Requirements); and

WHEREAS, among other things, the 2017 MOU provided that if the City and LA 2028 were awarded the opportunity to host the 2028 Olympic and Paralympic Games ("2028 Games"), matters pertaining to the relationship between the City and the OCOG would be memorialized in a definitive "Los Angeles 2028 Games Agreement" ("Games Agreement") between the City and LA 2028, which would include terms and provisions for LA 2028's support for a City youth sports partnership aimed at significantly enhancing the opportunities for the City's youth to access City sport programming; and

**WHEREAS**, selection of a Host City for the 2028 Games provides an additional four years of OCOG operations and revenue-generation capacity also provide the Parties - with the support of the IOC - a significant opportunity to enhance access to City youth sports programming in the years leading up to the 2028 Games; and

WHEREAS, LA 2028 was subsequently joined to the Host City Contract by execution of that certain Joinder Agreement dated September 12, 2018; and

WHEREAS, in 2018, in advance of the completion of the Games Agreement and this YSP Agreement, RAP and the Los Angeles Parks Foundation, a California nonprofit public benefit corporation ("<u>LAPF</u>"), collectively requested funding up to one million, three hundred ten thousand dollars (\$1,310,000) from LA 2028 in support of the City's 2018 SWIMLA youth aquatic program, with the express understanding that the expended amount would be credited toward the Youth Sport Commitment (defined below); and

WHEREAS, in 2018, RAP successfully doubled the enrollment in SWIMLA from 18,193 in 2017 to 36,073 in 2018; and

WHEREAS, in June 2019, RAP and LAPF collectively requested funding from LA 2028 in the amount of one million, four hundred and fifty-seven thousand, nine hundred fifty-five dollars (\$1,457,955) to support the City's 2019 SWIMLA youth aquatic program and its goal of further expanding enrollment in SWIMLA from 36,073 to 40,000; and

WHEREAS, substantially concurrently herewith, and subject to the approval of the IOC and all other necessary parties, the City and LA 2028 shall enter into the Games Agreement, which establishes that the terms and provisions pertaining to the Youth Sport Commitment shall be set forth in this YSP Agreement; and

WHEREAS, this YSP Agreement – consistent with Section 7.2 of the Host City Contract Principles, which provides for a cash portion of the IOC's contribution to be used by LA 2028 to support projects related to the development of youth and sport-oriented activities to be carried out in the Host City to increase youth sports participation prior to the 2028 Games – structures LA 2028's commitment to invest \$160 million in cash to increase youth sports participation according to terms that provide funding certainty and programmatic discretion for the City ("Youth Sport Commitment"); and

**WHEREAS**, LA 2028 desires to provide funding to directly support youth participation in quality City youth sport programming in satisfaction of the Youth Sport Commitment; and

WHEREAS, LA 2028 desires to partner with the City to significantly enhance access to sport for the City's youth up to and through the 2028 Games by removing barriers to participation, on the terms and conditions set forth in this YSP Agreement ("2028 Youth Sports Partnership"); and

WHEREAS, addressing barriers to participation include considerations to achieve gender equity, promote inclusive programming for all abilities, and increase access and opportunity for all young people to ensure enduring benefits for all communities in the City of Los Angeles; and

WHEREAS, a 2028 Youth Sports Partnership between the City and LA 2028 shall commence upon execution of this YSP Agreement and continue through the 2028 Games, and shall satisfy LA 2028's Youth Sport Commitment, provided that any prior grants provided by LA 2028 to RAP and/or LAPF through the 2018 SWIMLA Grant Agreement and the 2019 SWIMLA Grant Agreement shall be credited toward the Youth Sport Commitment; and

**WHEREAS**, the terms of the 2028 Youth Sport Partnership have been developed in collaboration with the City and with the approval of the IOC, and are ultimately memorialized in this YSP Agreement; and

WHEREAS, the City, through RAP, and LA 2028 are entering into this YSP Agreement to memorialize the terms relating to the implementation of the 2028 Youth Sport Partnership, including the material terms to which any grant funds provided hereunder would be subject (each a "<u>YSP Project Plan</u>").

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived by the Parties, and of the promises contained in this YSP Agreement, the Parties hereby agree as follows:

Section 1. <u>Recitals</u>. The recitals set forth above are fully incorporated into this YSP Agreement.

Section 2. <u>Purpose</u>. The purpose of this YSP Agreement is to set forth certain material terms of the relationship between RAP and LA 2028 that shall be memorialized, implemented, and maintained during the Agreement Term (defined below) with respect to the 2028 Youth Sports Partnership.

**Section 3.** <u>Cooperation</u>. Pursuant to the terms of the Games Agreement, the Parties shall cooperate with one another in good faith to negotiate, obtain all necessary approvals for, and enter into agreements related to the 2028 Youth Sports Partnership during the Term, including the YSP Project Plan as described herein.

**Section 4.** <u>Voluntary</u>. This YSP Agreement is voluntarily entered into for the purpose set forth in Section 2 above.

**Section 5.** <u>YSP Agreement Term</u>. Subject to IOC approval, this YSP Agreement shall become effective on the date of the last signature set forth below by the Parties, and shall remain in effect through September 1, 2028, unless terminated earlier in accordance with Section 14 of this YSP Agreement (the "Agreement Term"), or extended through Amendment as stated in Section 17(d) herein.

Section 6. <u>Definitions</u>. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them below.

- (a) "<u>Activities</u>" shall mean all Youth sports-related activities carried out according to the approved annual YSP Project Plan or subsequent amended plan for that year.
- (b) "<u>Adaptive Sport</u>" shall mean recreational, fitness, or sport Activities that are inclusive of persons with disabilities.
- (c) "<u>Applicable Law</u>" shall mean all applicable local, state and federal laws, regulations, Orders, and other governmental actions.
- (d) "<u>Departmental Standards</u>" or "<u>RAP Standards</u>" shall mean RAP's standards and criteria set forth in *Exhibit A*, including standards and criteria regarding site safety, maintenance, coach training, and Safe Sport.
- (e) "<u>Class</u>" shall mean any Youth fitness class provided by RAP or other RAP Partner Provider, at a Recreation Center or other such facilities where Activities occur, which shall each meet the Quality Youth Sports Criteria and be described in a YSP Project Plan.
- (f) "<u>Direct Costs</u>" shall mean those costs incurred by the Grantee of the type described in *Exhibit B*, and reimbursable at the rates set forth in *Exhibit B*, subject to the terms and conditions of this YSP Agreement. In no case shall Direct Costs include any cost where the payment of which would violate any Applicable Law or otherwise constitute a breach of this YSP Agreement. Upon mutual agreement by the Parties, Direct Costs may be adjusted over time based on actual costs to RAP or RAP Partner Provider, allowing for increased costs for activities to meet RAP Standards, consistent with meeting Quality Youth Sports Criteria defined herein.
- (g) "<u>Eligible Participant</u>" shall mean: (i) any Youth enrolled and participating in a League or Class offered at a Pre-Qualified Recreation Center; or (ii) any Youth enrolled and participating in a League or Class at any Recreation Center in Los Angeles, which is not a Pre-Qualified Recreation Center (or other such sports facility as set forth in a YSP

Project Plan approved by LA 2028 and by City Council), and whose family demonstrates financial need through submission of a Fee Waiver to RAP; or (iii) any Youth enrolled in and participating in a League or Class provided by RAP Partner Providers at either a Pre-Qualified Recreation Center or pursuant to a Fee Waiver.

- (h) "<u>Enrollment Practices</u>" shall mean the systems, procedures, language, and culturally appropriate practices adopted by RAP from time to time and as described in *Exhibit C*, which are designed to (i) facilitate public awareness of the Quality Youth Sports offered at Recreation Centers or other such facilities where Activities occur, (ii) facilitate or simplify in-person and online registration, and (iii) encourage feedback, provided that there is no additional resource impact or fee to RAP or the end-user.
- (i) "<u>Fee Waiver</u>" shall mean the self-certification form by which financial need shall be assessed, in substantially the same form as *Exhibit D* attached hereto. Each Fee Waiver shall include certification that the Youth participant is eligible to receive and/or receives a free or reduced lunch at the public or private school attended by such Youth (which school shall be identified on Fee Waiver).
- (j) "<u>Grantee</u>" shall mean the City acting through RAP pursuant to the terms and conditions of this YSP Agreement.
- (k) "<u>League</u>" shall mean any Youth sport league provided by RAP or other RAP Partner Provider, at a Recreation Center or other such facilities where Activities occur, which meet the Quality Youth Sports Criteria and is described in a YSP Project Plan approved by LA 2028.
- (1) "<u>Orders</u>" shall mean the provisions of the City's charter, ordinances, and rules; laws and regulations; and any orders, writs, judgments, decrees, determinations, or awards to which the City or RAP is a party.
- (m) "<u>Pre-Qualified Recreation Center</u>" shall mean those Recreation Centers located in neighborhoods where the median household income is under \$70,000 within a half-mile radius, in accordance with the California State Parks Community Fact Finder. Pre-Qualified Recreation Centers will be identified in the annual YSP Project Plan and selection will prioritize sites where increased investments promote equitable access to sports and fitness opportunities. Subject to mutual agreement by the Parties, the Parties may adjust or re-classify how Pre-Qualified Recreation Centers are pre-qualified in order to increase participant access or to adjust for capacity, provided that LA28 shall provide the IOC with notice prior to any such adjustments or reclassifications.
- (n) "<u>Program Year</u>" shall mean (i) the period commencing upon the Effective Date of the YSP Agreement through June 30, 2020 for the first Fiscal Year of the Agreement Term; (ii) any subsequent twelve-month period from July 1 through June 30 thereafter during the Agreement Term; or (iii) the period commencing July 1, 2028 and concluding September 1, 2028 for the final Fiscal Year of the Agreement Term.
- (o) "<u>Quality Youth Sports</u>" shall mean City approved Classes, Leagues, and Signature Youth Sport Programs, which meet or exceed the Quality Youth Sports Criteria, offered by RAP and RAP Partner Providers.

- (p) "<u>Quality Youth Sports Criteria</u>" shall mean the RAP Standards with respect to site safety, maintenance, coach training, and Safe Sport (as specified in *Exhibit A*); and Enrollment Practices for participants (on-line or in person and as specified in *Exhibit C*).
- (q) "<u>RAP Partner Provider</u>" shall mean third-party sport and fitness program providers that are selected by RAP to enhance, complement, or otherwise provide City Leagues, Classes, and Signature Youth Sport Programs. The Parties agree that RAP Partner Providers must comply with the requirements in this YSP Agreement unless otherwise specified.
- (r) "<u>Recreation Center</u>" shall mean any and all of the one hundred twenty-three (123) recreation centers currently managed by RAP in the City, as well as any new centers that may be developed or added to the Department during the Agreement Term.
- (s) "<u>Safe Sport</u>" shall mean RAP's implementation of the education and response recommendations developed with, and approved by, the U.S. Center for SafeSport to protect athletes from emotional, physical, and sexual misconduct by informing and training participants, parents and guardians of participants, coaches, officials, volunteers, and staff related to youth sports programs and establishing an effective response and resolution mechanism.
- (t) "<u>Seasonal Sports Schedule</u>" shall mean the combined schedule of Leagues and Classes provided at Recreation Centers by RAP or other RAP Partner Provider identified in a YSP Project Plan approved by LA 2028. The Seasonal Sports Schedule shall be divided into four program seasons consisting of fall, winter, spring, and summer seasons.
- (u) "<u>Special Fund</u>" shall mean the Youth Sports Program Fund that is created and established within the City's Treasury for the receipt, retention, and disbursement of funding received by the City pursuant to this YSP Agreement.
- (v) "<u>Signature Youth Sports Program</u>" shall mean any new or substantially reorganized RAP offering of sport or Adaptive Sport for Youth, including offerings delivered in conjunction with a RAP Partner Provider, which shall meet the Quality Youth Sports Criteria and be described in a YSP Project Plan.
- (w) "<u>Start-Up Costs</u>" shall mean the costs associated with creating or substantially reorganizing Youth and sport-oriented programs.
- (x) "<u>Trained Coaches</u>" shall mean each sports instructor or coach of Activities, whether paid or volunteer, who is certified in accordance with *Exhibit A*.
- (y) <u>"Youth</u>" shall mean an individual who is under the age of eighteen (18) on the first day of the League, Class, or other such Activity identified in an approved YSP Project Plan.
- (z) "<u>YSP Project Plan</u>" shall mean the annual written project plan which shall be submitted by the City to LA 2028 to approve or reject each year as set forth in Section 9(b) during the term of this YSP Agreement, and which shall meet the terms of this YSP Agreement, including specifications mutually agreed upon by the Parties for fund allocations by LA2028. Within 30 days of a YSP Project Plan's approval, LA 2028 shall provide notice to the IOC of such YSP Project Plan's approval and content.

### Section 7. <u>Roles and Responsibilities</u>.

(a) <u>LA 2028 Availability of Grant Funds</u>. During the term of this YSP Agreement, LA 2028 shall make available \$160,000,000 to the City, less the SWIMLA Grants expended in 2018 and 2019, as recited above, to be paid for YSP Project Plan Grants ("<u>Grant Funds</u>") on the terms and conditions set forth in Section 8 below.

- (b) <u>RAP Provision of Quality Youth Sports</u>. During the Agreement Term:
  - (i) RAP shall provide Leagues and Classes at all Recreation Centers within the City, subject to availability, capacity, maintenance needs, or infrastructure conditions at each Recreation Center;
  - (ii) RAP shall offer Leagues across all Recreation Centers within the City following the Citywide Seasonal Sports Schedule (subject to availability, capacity, maintenance needs, or infrastructure conditions at each Recreation Center);
  - (iii) RAP shall develop, implement and maintain Enrollment Practices designed to encourage and maximize broad-based youth participation in RAP offerings; and
  - (iv) RAP shall maintain each Recreation Center and YSP Sport offering in accordance with RAP Standards.

## Section 8. <u>Grant Funds</u>.

(a) <u>Available Funding</u>. Subject to adjustments set forth in this Section 8, for each Fiscal Year throughout the Agreement Term, LA 2028 shall make available \$19,200,000 (see *Exhibit E*) to fund the YSP in accordance with a disbursement request amount included in the annual YSP Project Plan for that Fiscal Year.

(b) <u>Funding Schedule</u>. LA 2028 shall provide funding on a quarterly basis, consistent with a disbursement request included in any annual YSP Project Plan that has been approved by LA 2028, and the City shall deposit such funding into the Special Fund dedicated to YSP. Notwithstanding anything herein to the contrary, if any funds from the prior fiscal year are unencumbered in the Special Fund account, LA 2028 may reduce the annual funding amount by the amount of unencumbered funds to offset the Special Fund balance.

(c) <u>Credit towards LA 2028 Youth Sports Commitment</u>. Each quarterly payment shall be credited towards the total LA 2028 Youth Sports Commitment.

(d) <u>Funding for Direct Costs</u>. Unless otherwise provided in this YSP Agreement, the City may use Grant Funds available for each Fiscal Year to offset the Direct Costs in accordance with the City's YSP Project Plan for a given Fiscal Year as specified in *Exhibit B*. Subject to the terms and conditions of this YSP Agreement, the City may also use Grant Funds for Direct Costs related to Signature Youth Sports Programs described in a LA 2028 approved YSP Project Plan for a given Fiscal Year. The Parties acknowledge and agree that the majority of any year's Grant Funds shall be reserved for use by RAP to offset Direct Costs of participation in Quality Youth Sport Leagues and Classes, and the City shall target 20% of the Grant Funds available for a given Fiscal Year for Direct Costs related to Signature Youth Sports Programs described in Section 6(v); provided that the Parties acknowledge that if

the proposed Signature Youth Sports Programs for a given year includes new or substantially reorganized RAP offering of Adaptive Sport for Youth then higher Direct Costs associated with such new offering(s) of Adaptive Sport for Youth may cause the City to exceed the 20% target.

(e) <u>Funding for Other Costs</u>. Notwithstanding anything herein to the contrary, the City may use up to 4% of total Grant Funds, six million four hundred thousand dollars (\$6,400,000) to recoup or otherwise cover expenses that are consistent with the Parties' shared goal to increase the number of City youth participating in sport and fitness programs but do not qualify as Direct Costs, including but not limited to community engagement and outreach, program Start-Up costs, Safe Sport, marketing, program branding, and reporting requirements ("<u>Other Costs</u>"). The City shall have broad discretion and unilateral control over how these funds are expended to support the above stated goals, as described in the YSP Project Plan for any given Fiscal Year. LA 2028 shall pay the City the Other Costs in quarterly payments as necessary to support each approved YSP Project Plan. Other Costs may vary from year to year, however the total amount available for Other Costs over the term of the YSP Agreement shall not exceed \$6,400,000. These Grant Funds for Other Costs shall be credited towards LA 2028's total commitment for YSP.

(f) <u>Identified Unrequested Funds</u>. For the avoidance of doubt, to the extent funds are identified and made available by LA 2028 pursuant to Section 8(a), but not requested by the City and funded by LA 2028 pursuant to an approved YSP Project Plan (the "<u>Identified Unrequested Funds</u>"), such Identified Unrequested Funds shall not be deemed credited towards the total LA 2028 Youth Sports Commitment in accordance with Section 8(c) until such time as the Identified Unrequested Funds are requested and funded in accordance with the terms of this YSP Agreement. Notwithstanding anything to the contrary contained herein, to the extent in any given year there are Identified Unrequested Funds, such funds shall remain available for request by the City in accordance with the terms of this YSP Agreement in any subsequent year until funded, provided, commencing with the fourth annual YSP Project Plan, such subsequent YSP Project Plan requests shall not exceed the greater of (x) \$30 million and (y) the sum of the annual available funding pursuant to Section 8(a) plus any remaining Identified Unrequested Funds for many subsequent the subject of a prior YSP Project Plan request.

(g) <u>Prior and Current Year Grants</u>. For Fiscal Year 2019-2020, the available Grant Funds will be reduced by the total sum of any prior and current year grants received from LA 2028, which is calculated as: (A) funding provided by LA 2028 under the terms of the 2018 SWIMLA Grant, plus (B) the actual amount to be funded by LA 2028 under the terms of the 2019 SWIMLA Grant. The sum of prior and current grant amounts received from LA 2028 shall be credited toward the total funding to be provided under the LA 2028 Youth Sports Commitment.

# Section 9. <u>YSP Project Plan</u>.

(a) <u>Requirements</u>. The City shall have broad programmatic discretion over youth sports programs and activities to be provided under a YSP Project Plan for any given Fiscal Year, provided that the youth sport programs and activities meet LA 2028's requirements as set forth below:

- (i) <u>Approval by the City Council</u>. Each YSP Project Plan shall specify the Seasonal Sports Schedule and Signature Youth Sports Programs for which Grant Funds are being requested. The City's YSP Project Plan for each Fiscal Year must obtain the City Council's approval.
- (ii) <u>Preference for Olympic and Adaptive Sports</u>. Subject to the terms and conditions of this YSP Agreement, the City may use Grant Funds available for a given Fiscal Year to establish, operate, and otherwise provide youth sport programs and

activities that are neither Olympic nor adaptive sports. Notwithstanding the foregoing, for proposed Signature Youth Sports Programs, the City shall (i) make best efforts to include Olympic and adaptive sports that are anticipated to be part of the 2020, 2024, or 2028 Olympic and Paralympic Games sports program and (ii) shall work in good faith on proposed Signature Youth Sports Programs with any National Governing Board NGB (NGB) that seeks to develop and promote with the City Olympic and Paralympic sports.

- (iii) <u>Tracking Participants</u>. The City shall track a yearly increase in the number of Eligible Participants resulting from the use of Grant Funds. The City shall use the 2018-2019 participation counts provided by RAP as a baseline figure to serve as a starting point for measurement purposes (provided in *Exhibit F*).
- (iv) <u>Safety</u>. The safety of the YSP participants is the Parties' highest priority. No later than one year from the date of this YSP Agreement's execution, the City shall provide the Safe Sport program in connection with all Activities by RAP and any RAP Partner Providers through the term of this agreement, provided, however, that the U.S. Center for SafeSport has worked with the City in good faith, and in a timely manner, on the development and approval of the program.

#### (b) <u>Submittal Process</u>.

- (i) <u>Timeline for Submission of Annual Requests for YSP Funds</u>. No later than January 31, 2020 with respect to Fiscal Years 2019-2020 and 2020-2021, and no later than October 1 of each subsequent calendar year during the Agreement Term through October 1, 2027, RAP may submit to LA 2028 YSP Project Plans which have all elements of the YSP Project Plan and satisfy all of the requirements of this YSP Agreement.
- (ii) <u>Timeline to Approve or Reject Annual YSP Project Plan Requests</u>. With respect to YSP Project Plans submitted in accordance with Section 9(b)(i) above, LA 2028 shall approve or reject YSP Project Plans for Fiscal Years 2019-2020 and 2020-2021 within 14 days of receipt, and thereafter by November 1st of each full calendar year during the Term (or within 30 days of receipt if RAP has submitted a YSP Project Plan prior to October 1). If rejected, the City shall have an opportunity to amend and resubmit the YSP Project Plans within four (4) weeks of receiving a rejection notice from LA 2028 pursuant to Section 17(a). LA 2028 shall approve or reject the amended YSP Project Plans within ten (10) calendar days of receipt.
- (iii) <u>Grant Request Requirements</u>. RAP shall submit all of the following items for approval by LA 2028 in connection with each annual YSP Project Plan:

The proposed annual YSP Project Plan, in a form mutually agreed upon by the Parties.

A proposed Seasonal Sports Schedule in substantially the form attached hereto as *Exhibit G*, provided that: (i) the Seasonal Sports Schedule shall reflect Leagues and Classes; and (ii) Leagues are offered at Recreation Centers throughout the City (subject to Section 7(b)(ii)).

A proposed request for disbursement of YSP Funds to cover the Direct Costs for

each season described in the Seasonal Sports Schedule ("<u>Seasonal Advance</u> <u>Funding</u>") associated with the reasonably anticipated enrollment of Eligible Participants for each season, which enrollment figures shall be reasonably determined by RAP acting in good faith and informed by past enrollment figures ("<u>Anticipated Enrollment</u>"). Each request for Seasonal Advance Funding shall include the payment schedule of requests for Seasonal Advance Funding in the annual YSP Project Plan.

The amount of Seasonal Advance Funding for each season shall be the sum of (x) the Anticipated Enrollment for such season at each Recreation Center multiplied by \$180 for Leagues, (y) the Anticipated Enrollment for such season at each Recreation Center multiplied by \$80 for Classes, and (z) the unit costs for aquatic classes and aquatic leagues (the "<u>Aquatic Costs</u>"). The Aquatic Costs have not yet been defined, but the Parties agree (i) to work together in good faith to define the Aquatic Costs and (ii) that the City may submit the Aquatic Costs as a part of the Signature Youth Sports Program, for a given Fiscal Year in the YSP Project Plan for that Fiscal Year.

A compliance certificate executed by the General Manager of RAP, or their designee, certifying the following matters have been met through reasonable efforts and substantially demonstrate compliance, including:

- 1. This YSP Project Plan does constitute a legal, valid and binding obligation of RAP;
- 2. The representations and warranties set forth in the compliance certificate are true and correct as of the date of certification and will be true and correct for the duration of the Program Year;
- 3. RAP has not, and shall not, collect more than \$10 from each Eligible Participant directly for participation in any of the Activities described in the Project Plan. By mutual approval of the parties, this fee may be adjusted over time based on actual costs to RAP or RAP Partner Providers, allowing for increased costs for activities to meet RAP Standards, consistent with meeting Quality Youth Sports Criteria;
- 4. The YSP Project Plan complies with all requirements of the YSP Agreement;
- 5. RAP has not entered into, and shall not enter into, any agreement, understanding or arrangement which would grant commercial sponsorship, affiliation or other identification rights of any kind or description with respect to the 2028 Games, LA 2028, the USOPC, the IOC, to any supplier of goods or services or to any other person or entity;
- 6. RAP does not and shall not discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry or political affiliation; and

- 7. No audit, investigation, proceeding or other inquiry known to RAP as of the even date herewith is pending by the Internal Revenue Service, the Franchise Tax Board or the Attorney General of any state with respect to RAP.
- (iv) <u>Quality Sport Program Certification</u>. No later than one month prior to the commencement of any Program Year, RAP shall submit a certificate of compliance ("<u>Quality Sport Program Certification</u>"), certifying that all sports programming for Youth described in the YSP Project Plan meets Quality Youth Sports Criteria as of the date of certification, and will continue to meet Quality Youth Sports Criteria during the Program Year.
- (v) <u>Third Parties</u>. Subject to the requirements set forth in this YSP Agreement, RAP may subcontract with RAP Partner Providers; provided that such RAP Partner Providers are referenced in the relevant YSP Project Plan.

## Section 10. <u>Requirements for the Expenditure of Grant Funds.</u>

(a) All Grant Funds are to be expended solely for the purposes, activities, items, contractors (if any), and estimated amounts outlined in the respective YSP Project Plan approved by LA 2028.

(b) All Grant Funds must be expended for public purposes.

(c) The Grantee shall act in accordance with the fiduciary duty attached to the receipt and expenditure of Grant Funds intended to benefit the public. Consistent with that fiduciary duty and the public trust from which it flows, the Grantee shall ensure the proper expenditure at all levels of all Grant Funds pursuant to this YSP Agreement. All expenditures shall be the result of arm's length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or LA 2028, or any employee or agent of the Grantee or LA 2028. The Grantee shall not offer or provide money, the promise of advantage, or other things of value directly or indirectly to anyone in order to unlawfully influence any decision or action relating to a YSP Project Plan, the Grantee, or LA 2028.

- (d) In addition to the limitations set forth above, Grant Funds may never be used:
  - (i) To support a political campaign, party, or candidate for public office, or to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive;
  - (ii) To support or attempt to influence any government legislation, or carry on propaganda, within the meaning of Section 4945(d)(1) of the Internal Revenue Code;
  - (iii) In violation of, or in support of activities violating, Applicable Law;
  - (iv) To make a sub-grant which does not comply with Section 4945(d)(3) or (4), or for purposes other than those specified in Section 170(c)(2), of the Internal Revenue Code (26 U.S.C. §§1 et seq.); and
  - To undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Internal Revenue Code.

# Section 11. <u>Insurance, Risk Management</u>.

(a) The City agrees that no later than the Effective Date and for the duration of this YSP Agreement, and for such period after during which claims may reasonably be expected and in accordance with the applicable statute of limitations, on behalf of itself and any RAP Partner Providers, contractors or subcontractors, the City shall self-insure against all risks and any potential errors or omissions with respect to the Quality Youth Sports, Activities, facilities (including Recreation Centers and any third party facilities where Activities may occur), or the activities of the City, its employees, or any RAP Partner Providers, contractors or subcontractors. This YSP Agreement will serve as evidence of such self-insurance.

(b) The City shall waive its right to recover damages against LA 2028 or any of its officers, directors or employees for any loss, damage or liability against which the City has agreed to self-insure under Section 11(a).

## Section 12. <u>Reconciliation</u>.

(a) <u>Reconciliation Requirements</u>. Commencing July 1, 2020 and at the end of each Fiscal Year thereafter, RAP shall certify actual expenditures in accordance with Section 12(b) below, actual participation rate calculated in accordance with Section 12(c) below, no supplantation in accordance with Section 12(d) below, qualification of participants, and compliance with this YSP Agreement, with respect to each YSP Activity, as compared to the YSP Project Plan. The City Administrative Officer ("<u>CAO</u>"), or their designated representative, shall validate such certification no later than September 1 (i.e., no later than sixty (60) days following the conclusion of the Fiscal Year) in accordance with a form or process mutually agreed upon by the Parties.

(b) <u>Actual Expenditures</u>. RAP shall calculate the actual amount expended or encumbered at each Recreation Center using Grant Funds for each category of Direct Costs specified in Exhibit B, as well as all other Direct Costs and Other Costs expended by RAP under the YSP Project Plan at each Recreation Center, and shall include the calculation of such actual expenditures or encumbrances in the certification provided for in Section 12(a). For Direct Costs and Other Costs expended or encumbered by RAP that are not included in any Recreation Center, RAP shall also include the calculation of such actual expenditures or encumbrances in the certification provided for in Section 12(a).

(c) <u>Actual Participation Rate</u>. The actual participation rate of Eligible Participants will be calculated by: (i) confirming the correct classification of Eligible Participants; and (ii) adding (x) the number of Eligible Participants enrolled in each League and Class at one of the Pre-Qualified Recreation Centers, and (y) the number of Eligible Participants enrolled in the Leagues and Classes set forth in a YSP Project Plan at the remaining Recreation Centers identified in the YSP Project Plan who completed and submitted an approved Fee Waiver.

(d) <u>No Supplantation</u>. RAP shall use best efforts to maintain existing funding that RAP and third-party grantors have provided to each Recreation Center to support access to youth sport throughout the entire period of this YSP Agreement and agrees that Grant Funds shall be used to supplement, not supplant, any existing baseline funding. RAP shall provide RAP's FY 2019-2020 approved budget and all subsequent annually approved RAP budgets during the Term. As part of the reconciliation process pursuant to Section 12(a) above, RAP shall annually provide the following calculations of baseline funding provided to support all of RAP's youth sport programs: 1) approximate budget allocation to support youth sport programs by recreation center (including budgeted positions); 2) all other third-party grantors; and 3) any other sources, included fees for service, in accordance with a form or process

mutually agreed upon by the Parties.

(e) <u>Excess Funds</u>. Should the amount of Grant Funds provided by LA 2028 to RAP under any YSP Project Plan exceed the actual expenditures provided for in Section 12(b) and incurred in the Grant Period, the excess funds ("<u>Excess Funds</u>") shall be retained in the Special Fund to be used by RAP during the Agreement Term in connection with the subsequent LA28 approved YSP Project Plan and/or Seasonal Advance Funding Requests.

(f) <u>Remaining Funds</u>. Notwithstanding Section 12(d), up to \$10 million of (i) funding provided by LA 2028 for the YSP which remains unspent in the final Fiscal Year of the Agreement Term and (ii) any Identified Unrequested Funds shall be available for a YSP Project Plan for Fiscal Year 2028-2029 and shall be credited towards LA 2028's total commitment for the YSP, provided that the City's use of any remaining Grant Funds as set forth in this Section is approved by LA 2028 pursuant to the terms of this YSP Agreement. Upon the expiration or termination of this YSP Agreement, any Identified Unrequested Funds and Excess Funds (the "<u>Remaining Funds</u>") shall be transferred to LA 2028's lawful successor entity that will distribute the Remaining Funds to the RAP programs that are designed to promote youth sports in the City.

# Section 13. <u>Transparency and Accountability</u>.

(a) <u>Annual Report</u>. By September 30 of each year of the Agreement Term (including any extension of the YSP for Fiscal Year 2028-2029 in accordance with Section 12(f) above), the City shall annually make a report of the prior Program Year available to the public (the "<u>Annual Report</u>"). The Annual Report shall include the following information: (1) The City's account for its use of Grant Funds in the prior Program Year as provided for in Section 12(b); and (2) a key-performance-indicators ("<u>KPIs</u>") section with a specific focus on determining whether the objective of increasing access to and participation in youth sport programming was successful under the annual YSP Project Plan as evidenced by providing data on the KPIs included in *Exhibit H*. If the Annual Report does not specify the methodology used by the City to measure achievement of KPIs, the City shall separately provide such information to LA 2028. The Parties agree that in no event shall the City rely on an auditor to prepare any Annual Report that is then also contracted to provide auditing or accounting services to LA 2028.

(b) <u>Quality Assurance</u>. RAP has identified certain internal mechanisms to ensure RAP compliance with its safety and maintenance practices, described in further detail in *Exhibit I* ("<u>Internal QA Function</u>"). During the Term, RAP shall maintain compliance with all RAP Standards and YSP Project Plan Requirements. The Internal QA Function shall regularly monitor RAP's compliance with all RAP Standards and YSP Project Plan Requirements.

(c) <u>Books and Records</u>. Grantee shall maintain complete, accurate, and current operating and financial books, records, and related documentation with respect to all Activities which are the subject of Grant Requests during the Term or the performance of this YSP Agreement. During the Term and for five (5) years thereafter, LA 2028 (and following its dissolution, the IOC) shall have the right to inspect, review, and copy Grantee's books, records, and other documents for purposes of verifying actual participation levels incurred in delivering Activities and general compliance with any other terms of this YSP Agreement or any YSP Project Plan at any time, at LA 2028's/the IOC's sole discretion. All costs of performing such inspection or audit shall be borne by LA 2028/the IOC, and exclude the use of any Grant Funds to do so.

(d) <u>LA 2028 Reports</u>. RAP acknowledges that LA 2028 is required to appear quarterly and/or upon request before the City Council to provide a briefing on, inter alia, LA 2028's support for youth sport programs increasing access to sport for City youth. LA 2028 may submit its annual report

articulating support for such programs, as part of its reporting requirement to the City as set forth in the 2017 MOU. Additionally, LA 2028 has reporting requirements to its Board of Directors and to the IOC regarding the same. RAP agrees to cooperate fully and timely with any reasonable LA 2028 requests for data and information reasonably necessary for LA 2028 to fulfill such requirements. RAP further acknowledges that LA 2028 may share any publicly available data or information provided under this YSP Agreement with its accountants, attorneys, advisors, representatives, agents, and affiliates and other third parties (including without limitation the IOC and International Paralympic Committee). Notwithstanding the foregoing, no data or information may be shared that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual, unless the data or information has been anonymized in a manner sufficient to ensure that the data or information is not capable of re-identification with the specific individual.

**Section 14.** <u>Termination</u>. This YSP Agreement shall automatically terminate upon the occurrence of any of the following events: (i) upon the expiration of the Agreement Term; (ii) the termination of the Host City Contract; or (iii) the express written agreement of each of the parties hereto to terminate this YSP Agreement.

Section 15. <u>Survival</u>. Section 12(e) and Sections 16 and 17 shall survive the Agreement Term or termination of this YSP Agreement.

**Section 16.** <u>Dispute Resolution</u>. Any dispute involving this YSP Agreement or any YSP Project Plan will be resolved in accordance with the procedures specified in *Exhibit J* attached hereto.

## Section 17. <u>General Provisions</u>.

(a) <u>Notices</u>. Any notices or reports relating to this YSP Agreement, and any request, demand, statement, or other communication required or permitted hereunder, shall be in writing and shall be delivered to the Parties at their respective addresses set forth in *Exhibit K*. Each Party shall promptly notify every other Party of any change of contact information, including personnel changes, provided in *Exhibit K*. Written notice shall include notice delivered via email or facsimile. A notice shall be deemed to have been received on: (i) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (ii) on the third (3rd) business day following mailing by registered or certified mail, return receipt requested, to the addresses set forth in *Exhibit K*.

(b) <u>Relationship of Parties</u>. The Parties are and shall remain at all times, as to each other, wholly independent entities. No Party shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this YSP Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.

(c) <u>Assignment</u>. No Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. This shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns, and nothing in this YSP Agreement, express or implied, is intended to or shall confer upon any other person any rights, benefits, or remedies of any nature whatsoever under or by reason of this YSP Agreement.

(d) <u>Amendment; Waiver</u>. Subject to written approval by the IOC, the terms and provisions of this YSP Agreement shall be binding upon the Parties and may not be amended, modified, or waived, except by an instrument in writing signed by each of the Parties and approved by the IOC. Waiver by any Party to this YSP Agreement of any term, condition, or covenant of this YSP Agreement shall not

constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach or violation of any of the provisions of this YSP Agreement shall not constitute a waiver of any breach or violation of any other provision of this YSP Agreement, nor a waiver of any subsequent breach or violation of any provision of this YSP Agreement.

(e) <u>Indemnification</u>. City shall defend, indemnify, and hold harmless LA 2028 and its board, officers, agents, affiliates, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, damages, or liability of any nature whatsoever, for death or injury to any person, or damages or destruction of any property of any third parties, or arising in any manner out of or incident to the preparation, arranging, performance, or sponsoring of this YSP Agreement, by reason of an act, error, or omission by RAP, and/or of its commission, officers, agents, employees, assigns, and successors in interest. The rights and remedies provided in this Section shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this YSP Agreement. This provision will survive expiration or termination of this YSP Agreement.

(f) <u>Entire Agreement</u>. This YSP Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto, provided that nothing in this YSP Agreement shall be deemed to supersede or otherwise modify all or any terms of the following: (i) the Games Agreement and any exhibits attached thereto; and (ii) the Host City Contract, any joinders to the Host City Contract, and any exhibits attached thereto.

(g) <u>Non-Recourse</u>. No obligation of LA 2028 or the City under this YSP Agreement constitutes an obligation of, and no recourse, claims, actions, rights to sue, or other remedies shall be had against, any trustee, director, officer, employee, volunteer, agent, consultant, member, attorney, representative, or independent contractor of LA 2028, or the City for any obligations arising out of this YSP Agreement. No trustee, director, officer, employee, volunteer, agent, consultant, member, attorney, representative, or independent contractor of LA 2028, or the City, shall have any personal liability or obligation for any act or omission of LA 2028 or the City, whether arising out of this YSP Agreement or otherwise in connection with any of the transactions contemplated hereby or thereby or any other matter related to the 2028 Games.

(h) <u>Disclaimer</u>. It is expressly understood by the Parties that no director, member, officer, employee, or other representative of any of the Parties shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this YSP Agreement, or any amendment and/or subsequent agreement regarding the subject matter hereof. LA 2028 shall have no liability for any debts, liabilities, deficits, or cost overruns of the Grantee. The Parties agree that the liability of LA 2028 hereunder shall be limited to the payment of this Grant pursuant to the terms and conditions of this YSP Agreement. Any contracts entered into or other obligations or liabilities incurred by the Grantee in connection with any Activities or otherwise relating to this YSP Agreement, or any YSP Project Plan provided pursuant to the terms of this YSP Agreement, shall be the sole responsibility of such Party, and LA 2028 shall have no obligation or liability whatsoever thereunder or with respect thereto. In no case shall LA 2028 be liable to the Grantee or any third party for consequential damages.

(i) <u>No Third-Party Beneficiary</u>. Except as expressly provided in Section 17(k), "IOC Approval," and Section 17(m), "Recovery Solely Against LA 2028," no third-party is intended to be, or shall be deemed to be a beneficiary of any provision of this YSP Agreement.

(j) <u>Information and Knowledge Management</u>. The Parties acknowledge Section 29.2 of the

Host City Contract - Principles, and RAP agrees to cooperate with LA 2028 and facilitate the implementation of appropriate policies and protocols which are compliant with Applicable Laws to facilitate the transfer of "Games Information Knowledge and Expertise" in accordance with LA 2028's information knowledge strategy and policies.

(k) <u>IOC Approval Required</u>. The Parties acknowledge that the understandings set forth in this YSP Agreement are subject to the written approval of the IOC and shall not be binding upon any Party unless and until such written approval is obtained. The Parties further acknowledge that any Section 17(c) written consent provided by a Party to allow the other Party to assign any of its rights or delegate any of its obligations hereunder is subject to the prior written approval of the IOC and shall not be binding upon any Party unless and until such written approval is obtained.

Marketing or Publicity Rights. The City will regularly consult and collaborate with LA (1)2028 on the brand identity and marketing of the YSP and will provide LA 2028 such information regarding the City's plans with respect thereto as may be reasonably required by LA 2028. The City may not affiliate itself, or their respective staff or partners, with the United States Olympic and Paralympic Properties, LLC ("USOPP") or any other official Olympic and/or Paralympic organization, including the IOC, International Paralympic Committee, USOPC, and any joint venture or similar entity with any such party (each a "Games Entity") or use any marks or brands associated with the commercial properties of any Games Entity without the prior, express, written consent of LA 2028, subject to the understanding that any such consent may be conditioned on the City providing LA 2028 such information as may be reasonably required by LA 2028 in order to evaluate the City's request. LA 2028, the USOPC, and the IOC may not affiliate itself or their respective staff or partners, with the City or use any marks or brands associated with the City without the prior, express, written consent of the City; provided, however, that approval for the IOC to publish promotional materials relating to the Activities, or any YSP Agreement provided hereunder, shall not to be unreasonably withheld, conditioned or delayed. Nothing in this YSP Agreement shall be construed as giving any Party the right to advertise or publicize its affiliation or relationship with the other Party, or represent or imply that any product or service provided has been endorsed or approved by them, including by publishing or issuing any statement (factual or otherwise) about LA 2028 or the City of LA, without prior written consent. Neither Party shall have a right to use any trademarks, logos, or other intellectual property of the other without their prior, express, written consent. LA 2028 shall obtain express written consent from City affirming parental consent or waiver prior to publishing photos of minors. Nothing herein is intended to prevent the IOC from promoting the importance of the YSP to the success of the 2028 Olympic and Paralympic Games or from providing general news coverage of the YSP through the IOC's media channels.

(m) <u>Recovery Solely Against LA 2028</u>. The Parties acknowledge and agree that RAP shall have no right of recovery of any kind against USOPP, the USOPC, or the IOC, or any affiliate, director, officer, employee, consultant, or independent contractor of any of USOPP, the USOPC, or the IOC under this YSP Agreement, and that its sole and exclusive recourse or remedy for any claims, demands, actions, suits, or other proceedings under this YSP Agreement shall be against the assets of LA 2028 only. Each of USOPP, the USOC, and IOC shall be a third-party beneficiary of this Section with full rights of enforcement thereof. This provision will survive expiration or termination of this YSP Agreement.

(n) <u>Governing Law</u>. This YSP 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.

(o) <u>Interpretation</u>. References in this YSP Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context

otherwise requires, the words "include," "includes," and "including" when used in this YSP Agreement shall be deemed to be followed by the phrase, "without limitation." Unless the context otherwise requires, references in this YSP Agreement to Sections, Annexes, Exhibits, and Schedules shall be deemed to be references to Sections of, and Annexes, Exhibits and Schedules to this YSP Agreement. Unless the context otherwise requires, the words "hereof," "hereby," and "herein," and words of similar meaning when used in this YSP Agreement, refer to this YSP Agreement in its entirety and not to any particular Section or provision of this YSP Agreement.

(p) <u>Counterparts</u>. This YSP Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument. This YSP Agreement is being executed in three (3) originals, each of which is deemed to be an original.

**IN WITNESS WHEREOF**, the Parties hereto have caused this YSP Agreement to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

Executed this <u>16th</u> day of <u>September</u>, 20<u>20</u>

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its DEPARTMENT OF RECREATION AND PARKS

m. Suce By

GENERAL MANAGER

Executed this  $16^{-1}$  day of  $528751050^{-1}$ ,  $20^{-25}$ 

LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028

Attest: HOLLY L. WOLCOTT, CITY CLERK

By Name: Title:

e: Casey Wasserman :: Chairperson

MICHAEL N. FEUER, City Attorney

Date: <u>9/23/2020</u> By: Jh III @

Deputy City Clerk

Date: 9 18 2020 m By: Daniel Kreinbring Name: Title: Deputy City Attorney

## Exhibit A

### Department Standards for Quality Youth Sports - Clean & Safe Parks

#### Site Safety

RAP is committed to providing safe, accessible, and well maintained parks. The rules and regulations for all City Parks are codified in the City's Municipal Code, governed by the RAP Board of Commissioners and the Los Angeles City Council. Primary enforcement of all safety rules are handled by RAP's Park Ranger Division who collaborates closely with the Los Angeles Police Department (LAPD), Los Angeles Fire Department (LAFD), and other appropriate government agencies to ensure parks remain safe. RAP's Ranger Division has developed working relationships with LAPD Senior Lead Officers and the City Attorney's Neighborhood Prosecutors at all 22 LAPD stations and in each of RAP's three regional divisions: Metro, Pacific and the Valley Shoreline.

Through this collaboration, park rangers attend a weekly crime briefing at LAPD stations to exchange information on potential developing crime patterns or other issues that may affect safety for our patrons. The data shared at these meetings informs the deployment of shared resources by LAPD detectives and officers at parks across the City.

Members of the public are routinely encouraged to report safety concerns directly to Park Rangers, LAPD or through the City's 311 or 911 emergency operation divisions.

#### Maintenance

Maintenance and infrastructure care, especially lighting, plays a significant role in keeping our parks safe. RAP continues to replace and add LED lighting at every park in the City to provide a brighter more focused reliable light source. LED lighting is also effective in reducing required maintenance.

All Parks and facilities shall be maintained at a level free of excessive litter, debris, and graffiti. Restrooms shall be kept clean, sanitary, and well-stocked during all park hours. All known maintenance issues shall be addressed in a timely manner to prevent disruption or impact of any recreational program.

All members of the public are able to report maintenance concerns directly to on site park recreation staff, maintenance crews, park ranges or through the City's 311 system or through the Department's on line-app

#### **Coaches Training and Standard**

#### Vetting for Volunteer Coaches:

All RAP volunteer coaches are currently vetted through a mandatory Volunteer Application process. A volunteer, who is not already registered in the system, receives a Volunteer Application form; fills out the application in person or on line at home or at the local recreation center.

RAP Human Services Division (HR) receives the on-line application and e-reminds the applicant to get fingerprinted. The applicant must then schedule a Live Scan appointment to get fingerprinted by a Department Live Scan technician at one of several Live Scan RAP locations. The applicant waits for Department of Justice (DOJ) report that is sent to HR. HR reviews the report to determine if the volunteer is cleared to volunteer. A volunteer is not authorized to coach until their fingerprint (DOJ) clearance is received by RAP's HR Division. DOJ actively continues to monitor volunteer's status and sends status changes to HR. If HR clears the volunteer, recreation staff is notified and the volunteer can

begin coaching at the recreation center. RAP uses Volgistics, a consolidated database to keep track of volunteer information including their clearance dates and estimated hours worked.

# Coaching Training:

RAP has training standards and procedures to certify its volunteer coaches and to ensure participating youth receive the appropriate educational, social, and physical benefits of playing sports. RAP seeks quality candidates that pledge to live up to the responsibilities of a coach, and who will: place the emotional and physical well-being of players ahead of a personal desire to win, ensure the sports environment is one of fun and enjoyment, lead by example in demonstrating fair play and sportsmanship, and instill the proper attitudes and values in all participants.

RAP staff periodically receive coaches training, at times in partnership with local coaching organizations. Training is designed to provide common-sense messages on coaching and training today's young athletes. Delivery methods include sessions and clinics that provide sport specific trainings, by organizations that teach best practices. RAP staff is provided mandatory "train the trainer" sessions by these organizations, i.e., Coaching Corps, Positive Coaches Alliance, for staff to prepare volunteer coaches with the tools they need to teach and demonstrate good sportsmanship and best practices in the following topics:

- Communicating with athletes and parents
- Motivating young athletes
- Dealing with "problem" athletes
- Importance of well-planned practices
- Developing your own coaching philosophy
- Why kids play sports and why many drop-out
- Coaches' Code of Conduct for all RAP sport programs
- Skills Clinics
- Specific Gender Equity Guidelines

RAP staff shall ensure all coaches are trained in best coaching practices, inclusive of the Coaching Training described herein and through the use of on-line resources such as the How to Coach Kids online courses. RAP will include its annual training plan in each YSP Project Plan.

#### Safe Sport

In accordance with Section 9(a)(iv) of this YSP Agreement, the City shall provide a Safe Sport program in connection with all Activities by RAP and any RAP Partner Providers upon the commencement of the Safe Sport program.

# Exhibit B

# **Direct Costs**

# League

Line Item	Cost	Description
Trophy	\$13	All youth receive an item to recognize their participation. Teams that win 1st and 2nd place typically receive large trophies. Some
Sports Equipment (shared cost)	\$30.00	Sports equipment is replaced for every sport seasonally. Items vary per sport and may include: balls, scoreboards, nets, gloves,
Uniform (City contract)	\$40.00	All participants receive team uniforms. One set may include: jersey, shorts, socks, etc.
Volunteer Coaches // <b>OR</b> //	\$17.00	All volunteer coaches complete coaches training and background checks. When pre-requisites are met, coaches are placed on a
Non-Volunteer Coaches (shared cost)	\$40.00	This consists of part-time staff that: coach teams, host pre-season meetings to place youth on teams, set-up materials for games,
Officials	\$37.00	The cost per official depends on the sport and background of the official (experience/certification). The cost can range between \$30
Pre & Post-Season Events	\$20.00	Every quarter, facilities host opening and closing day events for each sport to generate excitement and acknowledge all kids
Requested from LA28	\$180.00	

		Class
Line Item	Cost	Description
Fitness Equipment (shared cost)	\$20.00	In order to facilitate a successful program, RAP ensures appropriate supplies are available at all sites. Some supplies include: sports
Class instructor (shared cost)	\$40.00	This individual teaches the specialized fitness activity.
Pre & Post-Season Events	\$20.00	Every quarter, facilities host opening and closing day events for each sport to generate excitement and acknowledge all kids
Requested from LA28	\$80.00	

# Exhibit C

## **Enrollment Practices**

RAP's Enrollment Practices constitute the systems, procedures, language, and culturally appropriate practices adopted by RAP from time to time, which are designed to (i) facilitate public awareness of the Quality Youth Sports offered at Recreation Centers or other such facilities where Activities occur, (ii) facilitate or simplify in-person and online registration, and (iii) encourage feedback, provided that there is no additional resource impact or fee to RAP or the end-user.

RAP's Enrollment Practices include a citywide marketing outreach strategy to increase awareness of enrollment opportunities and enroll as many participants as possible. RAP also employs a variety of methods to ensure families are able to sign up for activities in advance. For example, to allow better planning and scheduling for patrons, RAP standardized start dates and end dates for all sports and fitness activities so they are uniform citywide.

RAP currently utilizes the tools below to increase awareness of programs.

# 1. Online Outreach & Registration

- LAPARKS.ORG, RAP's main website, displays RAP events and activities in rotation to promote whatever is currently front and center.
- All RAP activities are programmed into RecTrac, RAP's online activity registration system, for activity registration, online or offline.
- LAPARKS.ORG has a direct link for patrons to register online for RAP activities in RecTrac.
- RecTrac can send email campaigns, on demand, to encourage patrons to enroll in upcoming activities. RecTrac currently has over 100,000 patron emails.
- RecTrac email campaigns can be targeted to past participants of specific activities or a general email to all.
- RAP Public Relations uses social media to promote RAP events and activities.

# 2. In-Person Registration

- Recreation staff can register patrons in person at the recreation center.
- RAP strives to use multiple languages on class and league bulletins and paperwork.

# 3. Community Engagement

- Periodically, RAP will solicit feedback from patrons, using platforms such as SurveyMonkey or MailChimp.
- Recreation center staff members perform program outreach to their respective communities.

#### **Exhibit D**

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARK	YEAR:
SELF-CERTIFICATION FORM	
Participant Name	Age Gender M F
Parent/Guardian Signature	Date
The participant listed above receives a free or reduced lunch through the National School Lur school attended by participant: (Name of School)	nch Program at the public or private
<b><u>APPLICANT STATEMENT:</u></b> I certify that the information provided on this form is accurate and configure information shall be grounds for termination from the program. I therefore authorize such verdocuments if requested.	
<b>Parent Consent:</b> I give permission for my child, whose name is listed below, to participate in the Recreation and Parks Program. I authorize the City to make, procure or use photographs, film, tapes image and/or voice as may be needed for use with program's publicity material. I agree to hol Department of Recreation and Parks. I understand that the City of Los Angeles carries no insura Angeles Department of Recreation and Parks Program reserves the right to dismiss a child for any of the carries	or other likenesses or Minor's physical d harmless the City of Los Angeles, ance. I also understand the City of Los conduct detrimental to the program.
DEPARTAMENTO DE RECREACIÓN Y PARQU	~
CIUDAD DE LOS ÁNGELES	
FORMA DE AUTO-CERTIFICACION	

\_ . \_

Nombre del Participante:	Edad:
	Sexo: M F
Firma del Padre/Guardián	Fecha:

El participante mencionado en esta forma recibe un almuerzo gratis o reducido a través del Programa Nacional de Almuerzos Escolares en la escuela pública o privada a la que el participante atiende: : (Nombre de Escuela)

Declaración del Participante: Yo certifico que la información proveída en esta forma es correcta y completa. Yo reconozco que proveer información falsa podría ser causa de descalificación del programa. Yo, por lo tanto autorizo tal verificación y proveeré documentos adicionales si fuesen requeridos.

**Consentimiento de Padre:** Yo le doy permiso a mi hijo/a, cual está nombrado en esta forma, para participar en el programa del Departamento de Recreación y Parques de la Ciudad de Los Ángeles. Autorizo que la Ciudad de Los Ángeles haga, obtenga o utilize fotografías, videos, grabaciones u otras imágenes físicas y/o de voz cuales sean necesarios para uso con el material de publicidad de éste programa. Estoy de acuerdo a mantener indemne al Departamento de Recreación y Parques de la Ciudad de Los Ángeles. **Entiendo que la Ciudad de Los Ángeles no tiene aseguranza.** También entiendo que el programa del Departamento de Recreación y Parques de la Ciudad de Los Ángeles reserva el derecho a despedir a cualquier participante por cualquier conducta perjudicional al programa.

# Exhibit E

# **Project Plan Funding**

[See attached.]

YSP Year	Start	End	Available Funding	Net Available Funding	Funds Requested	Identified Unrequested Funds	Direct Costs	Other Costs Total not to exceed \$6.4M.	Actual Costs	Excess Funds	Cummulative PY Available Funding
			\$160M / 100 months	Available Funding + Cummulative PY Available Funding	Direct input	Available Funds per FY - Funds Requested	Direct input	Direct input	Direct Costs + Other Costs	Funds Requested - Actual Costs	Allocated Unrequested Funding + Excess Funds
0*	SwimLA 2018	SwimLA 2019					\$2,500,000		\$2,500,000	-\$2,500,000	-\$2,500,000
1**	03/01/20	06/30/20	\$6,400,000	\$3,900,000		\$3,900,000			\$0	\$0	\$3,900,000
2	07/01/20	06/30/21	\$19,200,000	\$23,100,000		\$23,100,000			\$0	\$0	\$23,100,000
3	07/01/21	06/30/22	\$19,200,000	\$42,300,000		\$42,300,000			\$0	\$0	\$42,300,000
4	07/01/22	06/30/23	\$19,200,000	\$61,500,000		\$61,500,000			\$0	\$0	\$61,500,000
5	07/01/23	06/30/24	\$19,200,000	\$80,700,000		\$80,700,000			\$0	\$0	\$80,700,000
6	07/01/24	06/30/25	\$19,200,000	\$99,900,000		\$99,900,000			\$0	\$0	\$99,900,000
7	07/01/25	06/30/26	\$19,200,000	\$119,100,000		\$119,100,000			\$0	\$0	\$119,100,000
8	07/01/26	06/30/27	\$19,200,000	\$138,300,000		\$138,300,000			\$0	\$0	\$138,300,000
9	07/01/27	06/30/28	\$19,200,000	\$157,500,000		\$157,500,000			\$0	\$0	\$157,500,000
10	07/01/28	08/31/28		\$157,500,000		\$157,500,000			\$0	\$0	\$157,500,000
			\$160,000,000				\$2,500,000	\$0	\$2,500,000		
				\$157,500,000	-						

\* This amount will be adjusted to reflect actual expenditures for SwimLA 2018 and 2019.
 \*\* The Actual Costs for SwimLA 2018 and SwimLA 2019 will reduce the Net Available Funding in YSP Year 1.

Net Available Funding amount in YSP Year 10 is the sum of remaining Excess Funds and Identified Unrequested Funds pursuant to YSP Agreement Section 12(f).

# Exhibit F

# **Tracking Participants**

[See attached.]

#### E X H I B I T F - Baseline FY 2018/2019



F	RECREATION CENTERS	Actual	Summer 2018 Enrollment (Baseline	e) Totals	Actual	Fall 2018 Enrollment (Baseline	e) Totals	Actual	Winter 2019 Enrollment (Baseline	e) Totals	Actual E	Spring 2019 Enrollment (Baseline	e) Totals	Actual	FY 2018/2019 Enrollment (Baseline	e) Totals	
Facility	Address Reg	ion CD GP	LA (Baseline) - Classes	(Baseline) Snorts		Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues		Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment		Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment
1 109th Street R.C.	1464 E. 109th St., Los Angeles, CA 90059 Paci	ific 15 y	36	41	77	36		36	74	48	122	32	114	146	178	203	381
2 Algin Sutton R.C.	8800 S. Hoover St., Los Angeles, CA 90044	ific 8 y	4	172	176	36		36	6	110	116	5	149	154	51	431	482
3 Alpine R.C.	817 Yale St., Los Angeles, CA 90012 Met	tro 1 y	178	184	362	147	37	184	131	167	298	186	90	276	642	478	1,120
4 Andres and Maria Cardenas R.C.	14740 Blythe St., Panorama City, CA 91402	ey 6 <b>y</b>	,		0	47		47	58		58	150		150	255	0	255
5 Balboa Sports Complex	17015 Burbank Blvd., Encino, CA 91316 Valle	ey 6	149	630	779	112		112	143	411	554	188	282	470	592	1323	1915
6 Baldwin Hills R.C.	5401 Highlight Pl., Los Angeles, CA 90016 Paci	ific 10 y	7	249	256	101	322	423	81	498	579	15	373	388	204	1,442	1,646
7 Banning R.C.	1331 Eubank Ave, Wilmington, CA 90744 Paci	ific 15 y	76	61	137	97		97	61	80	141	112	96	208	346	237	583
8 Barrington R.C.	333 S. Barrington Ave., Los Angeles, CA 90049	ey 11	78	249	327	9		9	42	357	399	25	248	273	154	854	1008
9 Bellevue R.C.	826 Lucile Ave., Los Angeles, CA 90026 Met	ro 13 y	51	149	200	65	1	66	41	204	245	65	223	288	222	577	799
10 Bogdanovich R.C.	1920 Cumbre Drive, San Pedro, CA 90732 Paci	ific 15			0	1	229	229		442	442		225	225	0	896	896
11 Boyle Heights Sports Center	933 South Mott St., Los Angeles, CA 90023 Met	ro 14 y	,	88	88			0	18	45	63		175	175	18	308	326
12 Branford R.C.	13306 Branford St., Arleta, CA 91331 Valle	ey 6		431	431	69		69	8	194	202	2	302	304	79	927	1006
13 Carlin G. Smith R.C.	511 West Ave 46, Los Angeles, CA 90065 Met	tro 1	19		19	35		35	42		42	24		24	120	0	120
14 Central R.C.	1357 East 22nd St., Los Angeles, CA 90011 Paci	ific 9 y	10	177	187	55	10	65	18	58	76	32	130	162	115	375	490
15 Chatsworth Park South	22360 Devonshire St., Chatsworth, CA 91311 Valle	ey 12	9		9	21		21	24	5	29	32	6	38	86	11	97
16 Cheviot Hills R.C.	2551 Motor Ave., Los Angeles, CA 90064 Valle	ey 5		1275	1275	150		150	104	1712	1816	213		213	467	2987	3454
17 Chevy Chase R.C.	4165 Chevy Chase Dr., Los Angeles, CA 90039 Met	ro 13 y	10	52	62	11		11	21	126	147	31	29	60	73	207	280
18 Costello R.C.	3141 E. Olympic Bl., Los Angeles, CA 90023 Met	tro 14 y	80	72	152	71		71	75	72	147	97	176	273	323	320	643
19 Crestwood Hills R.C.	1000 Hanley Ave., Los Angeles, CA 90049 Valle	ey 11			0			0			0			0	0	0	0
20 Culver Slauson R.C.	5072 S. Slauson Ave., Culver City, CA 90230	ific 11 y	,	20	20	7		7			0			0	7	20	27
21 Cypress Park R.C.	2630 Pepper Ave., Los Angeles, CA 90065 Met	tro 1 y	· 1	74	75	39		39	119	170	289	77	158	235	236	402	638
22 David M. Gonzales/Pacoima R.C.	10943 Herrick Ave., Pacoima, CA 91331 Valle	ey 7 y	165	37	202	178	158	336	167	131	298	163	307	470	673	633	1,306
23 Delano R.C.	15100 Erwin St., Van Nuys, CA 91411 Valle	ey 6 y		57	151	149	224	373	141	245	386	179	106	285	620	575	1,195
24 Denker R.C.	1550 West 35th Pl., Los Angeles, CA 90018 Paci	ific 8 y	48	87	135			0	41	140	181	43	132	175	132	359	491
25 Downey R.C.	1772 North Spring St, Los Angeles, CA 90031 Met		18	68	86	12		12	11	68	79	61	209	270	102	345	447
	Cer 918 North Sanford Ave., Wilmington, CA 90 Paci 1100 Eagle Vista Dr., Los Angeles, CA		<u>'</u>		0	-		0	8		8	8		8	16	0	16
27 Eagle Rock R.C.	90041 Met		43	341	384	5		5	50	155	205	93	243	336	191	739	930
28 Echo Park R.C.	1632 Bellevue Ave, Los Angeles, CA 90026 Met		383	334	717	359		359	329	294	623	414	287	701	1,485	915	2,400
29 El Sereno R.C.	4721 Klamath St., Los Angeles, CA 90032 Met		18	151	169	1	233	234	15	246	261	9	478	487	43	1,108	1,151
80   Elysian Valley R.C.     81   Engine Community Contor	1811 Ripple St., Los Angeles, CA 90039 Met		29	7	36		73	73	70	58	58	59	147	206	88	285	373
Bit         Encino Community Center           Bit         Evergreen R.C.	4935 Balboa Blvd, Encino, CA 91316 Valle 2844 E. 2nd St, Los Angeles, CA 90033 Met		90 7 9	457	90 466	11		0 11	72 62	202	72 264	132 38	297	132 335	294 120	0 956	294 1,076
33 Expo Center/Roy Anderson R.C.	3980 South Bill Robertson Lane, Los Angeles, CA 90037	ific 9 y	117	830	947	60	27	87	51	920	971	199	702	901	427	2,479	2,906
<b>34</b> Fernangeles R.C.	8851 Laurel Canyon Blvd, Sun Valley, CA 91352	ey 6 y	309	301	610	293	193	486	294	397	691	445	283	728	1,341	1,174	2,515
<b>35</b> Fred Roberts R.C.	4700 S. Honduras St., Los Angeles, CA 90011 Paci	ific 9 y	45	37	82	40		40	87	27	114	110	9	119	282	73	355
36 Gilbert Lindsay R.C.	429 E. 42nd Pl., Los Angeles, CA 90011 Paci	ific 9 y	,		0			0			0	1		1	1	0	1
<b>37</b> Glassell Park R.C.	3650 Verdugo Rd., Los Angeles, CA 90065 Met	tro 1 y	18	118	136	50	8	58	11	123	134	18	125	143	97	374	471
		1	10	110	130	50	0		1 11	123	134	10	125	145	37	5/4	7/1

# EXHIBIT F - Baseline FY 2018/2019



	RECREATION CENTERS		Summe Actual Enrollment		Actua	Fall 2018 al Enrollment (Baselin	e) Totals	Actual	Winter 2019 Enrollment (Baseline	e) Totals	Actual I	Spring 2019 Enrollment (Baselin	e) Totals	Actual	FY 2018/2019 Enrollment (Baseline	) Totals		
Facility	Address	Region	CD	GPLA	Actual Enrollment (Baseline) - Classes Leag	) Sports Total Enrol	eline) Actual Enrollme ment (Baseline) - Class	(Baseline) Snorts	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment		Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment
Granada Hills R.C.	16730 Chatsworth St., Granada Hills, CA 91344	Valley	12		251 60	4 855	47	105	152	68	353	421	170	548	718	536	1610	2146
Green Meadows R.C.	431 E. 89th St., Los Angeles, CA 90003	Pacific	9	у		8		21	21	1	44	44		46	46	0	119	119
Harbor City R.C.	24901 Frampton Ave, Harbor City, CA 90710	Pacific	15	у	- 58 2	86			0		72	72		182	182	58	282	340
Hazard Park R.C.	2230 Norfolk St, Los Angeles, CA 90033	Metro	14	у		0	4	105	109	-	123	123	-	189	189	4	417	421
Highland Park R.C.	6150 N. Piedmont Avenue, Los Angeles, CA 90042	Metro	1	у	21 15		31	100	31	17	165	182	39	290	329	108	613	721
Hollenbeck Park R.C.	415 S. St. Louis St, Los Angeles, CA 90033	Metro	14		57	57	76		76	138	100	138	185	200	185	456	0	456
Hollywood R.C.	1122 Cole Ave., Los Angeles, CA 90038	Metro	13	у	15 5		11		11	24	9	33	40	40	80	90	107	197
Hoover R.C.	1010 W. 25th St., Los Angeles, CA 90007	Metro	1	у	51 8		92		92	89	75	164	130	40	130	362	160	522
Hubert Humphrey R.C.	12560 Filmore St., Pacoima, CA 91331	Valley	7	У	56 44		170	3	173	97	143	240	130	603	749	469	1,194	1,663
Jackie Tatum Harvard R.C.	1535 W. 62nd St., Los Angeles, CA 90047	Pacific	8	У	33 24		88	1	89	39	143	240	140	172	276	264	590	854
Jim Gilliam R.C.	4000 S. La Brea Avenue, Los Angeles, CA 90008	Pacific	10	у			16	1	16		61	61	104	34	45	204	106	133
Lafayette MultiPurpose Community	Cent 625 South Lafayette Park Place, Los Angele	e Metro	10		78 2		53	23	76	64	22	86	58	22	80	253	95	348
Lake Street Park	227 North Lake St., Los Angeles, CA 90026	6 Metro	13	У	76 20	9 285	103	24	127	88	141	229	107	68	175	374	442	816
Lakeview Terrace R.C.	11075 Foothill Blvd, Lakeview Terrace, CA 91342	Valley	7		93 11	7 210	111	15	126	105	107	212	160	88	248	469	327	796
Lanark R.C.	21816 Lanark St, Canoga Park, CA 91305	Valley	3	У	205 36	1 566	8		8	170	260	430	191	404	595	574	1,025	1,599
Leland R.C.	863 S. Herbert Ave, San Pedro, CA 90731	Pacific	15	У		0			0	-		0	-	52	52	0	52	52
Lemon Grove R.C.	4959 Lemon Grove Ave, Los Angeles, CA 90029	Metro	13	У	133 4	180	88		88	121	34	155	112	84	196	454	165	619
Lincoln Heights R.C.	2303 Workman Street, Los Angeles, CA 90033	Metro	1	У	11	5 116		6	6		72	72	2	121	123	2	315	317
Lincoln Heights Youth Center	2911 Altura Street, Los Angeles, CA 90031 3501 Valley Blvd, Los Angeles, CA 90031	Metro Metro	1	y v	-	0	296	33	329	323	72	395			0	619	105	724
Loren Miller R.C.	2717 Halldale Ave, Los Angeles, CA 90018		8	y	48 2	75	92	29	121	71	61	132	73	183	256	284	300	584
	2230 W. 6th St., Los Angeles, CA 90057			y v	89 7	163			0	106		106	23	87	110	218	161	379
Macarthur Park R.C.	11430 Woodbine Ave., Los Angeles, CA 90057	Metro	1	У	-	0	82		82	26		26	18	7	25	126	7	133
Mar Vista R.C.	90066 3916 S. Western Avenue, Los Angeles, CA	Valley	11		58 50	9 567			0	107	399	506	53	665	718	218	1573	1791
Martin Luther King, Jr. R.C.	90062	Pacific	8	У	33	33	51	93	144	78	46	124	63	73	136	225	212	437
Mason Park R.C.	10500 Mason Ave, Chatsworth, CA 91311		12		125 23	3 358		25	25	137	668	805	228	8	236	490	934	1424
Montecito Heights R.C.	4545 Homer St., Los Angeles, CA 90031	Metro	1	У	71 11	0 181		101	101	93	115	208	124	289	413	288	615	903
Mount Carmel R.C.	830 West 70th St., Los Angeles, CA 90044 22400 S. Halldale Ave., Los Angeles, CA		8	У	106 3	140	43	3	46	108	38	146	107	19	126	364	94	458
Normandale R.C.	90501 1550 S. Normandie Avenue, Los Angeles,	Pacific	15	У	5	57		30	30	-	90	90	-	66	66	0	243	243
i Normandie R.C.	CA 90006 8756 N. Parthenia PI, North Hills, CA	Metro	1	У	1:	0 110			0	-	73	73	-	274	274	0	457	457
North Hills Community Park	91343 11430 Chandler Blvd, North Hollywood,	Valley	6		4	0			0	-		0	-		0	0	0	0
North Hollywood R.C.	CA 91601	Valley	2	У	92 15	0 242	109		109	83	162	245	92	123	215	376	435	811
North Weddington R.C.	10844 Acama St., Studio City, CA 91602	Valley	2		16	16	2	122	124	1	302	303	6	363	369	25	787	812
Northridge R.C.	18300 Lemarsh St., Northridge, CA 91324		12	l	154 33			1	1	47	450	497	74	807	881	275	1593	1868
Oakwood R.C. Palisades R.C.	767 California Ave, Venice, CA 90291 851 Alma Real Dr., Pacific Palisades, CA	Valley Valley	11	У				35	35	15	76	91	110	53	53	32	234	266
Palms R.C.	90272 2950 Overland Ave., Los Angeles, CA	Valley	5		37 49		18		18	43	1181	1224	118	181	299	216	1855	2071
	90064	. and y		I	14 6	78	5	I	5	10	196	206	8	I	8	37	260	297

# EXHIBIT F - Baseline FY 2018/2019



		Actual Er	Summer 2018 nrollment (Baseline	) Totals	Actual	Fall 2018 Enrollment (Baseline	e) Totals	Actual En	Winter 2019 rollment (Baseline	) Totals	Actual E	Spring 2019 Inrollment (Baseline	e) Totals	Actual E	FY 2018/2019 nrollment (Baseline	e) Totals			
Facility	Address	Region	CD	GPLA	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment		Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment
74 Pan Pacific Park R.C.	7600 Beverly Blvd., Los Angeles, CA 90036	6 Metro	4		45	290	335	92	57	149	109	399	508	122	287	409	368	1033	1401
75 Panorama City R.C.	8600 Hazeltine Ave., Panorama City, CA 91402	Valley	6	У	101	78	179	73	45	118	83	56	139	96	70	166	353	249	602
76 Pecan R.C.	127 South Pecan St., Los Angeles, CA 90033	Metro	14	У		217	217		60	60	2	149	151		380	380	2	806	808
77 Peck Park Community Center	560 North Western Ave., San Pedro, CA 90732	Pacific	15		4	153	157	22		22	14	150	164	15	186	201	55	489	544
78 Penmar R.C.	1341 Lake St, Los Angeles, CA 90291 7341 Willoughby Ave, Los Angeles, CA	Valley	11		10	363	373	43	24	67	43	209	252	14	229	243	110	825	935
79 Poinsettia R.C.	90046	Metro	5	У	79	33	112	89	18	107	84	56	140	69	61	130	321	168	489
80 Queen Anne R.C.	1240 West Blvd, Los Angeles, CA 90019	Metro	10	У	55	440	495	8		8	76	240	316	121	218	339	260	898	1,158
81 Ramon Garcia R.C.	1016 S. Fresno Street, Los Angeles, CA 90023	Metro	14	У		144	144			0	24	176	200	13	271	284	37	591	628
82 Rancho Cienega Sports Complex	5001 Rodeo Rd, Los Angeles, CA 90016	Pacific	10	У		84	84	6	3	9		44	44		60	60	6	191	197
83 Reseda R.C.	18411 Victory Blvd, Reseda, CA 91335	Valley	3	У	154	84	238	36	27	63	137		137	92	307	399	419	418	837
84 Rio de Los Angeles State Park	1900 N. San Fernando Rd, Los Angeles, CA 90065	Metro	1	v	131	91	222	136		136	137	2	139	162	133	295	566	226	792
85 Ritchie Valens R.C.	10736 Laurel Canyon Blvd, Pacoima, CA 91331	Valley	7	y	101	424	532	71	73	144	159	857	1,016	190	354	544	528	1,708	2,236
86 Robertson R.C.	1641 Preuss Rd., Los Angeles, CA 90035	Pacific	5		100	727	0	, , ,	,5	0	155		0	150	334	0	0	0	0
87 Rose Hill R.C.	4530 Mercury Ave., Los Angeles, CA	Metro	14	у	-	407						50	-		452		Ť	-	
88 Rosecrans R.C.	90032 840 W. 149th St., Gardena, CA 90247	Pacific	15	y	34 76	107 67	141 143	9 23	11 108	20 131	22 132	52 100	74 232	60 15	152 216	212 231	125 246	322 491	447 737
89 Ross Snyder R.C.	1501 East 41st St., Los Angeles, CA 90011	Pacific	9	У		61	61			0		120	120		162	162	0	343	343
90 Rustic Canyon R.C.	601 Latimer Rd., Santa Monica, CA 90402	Valley	11		5		5	9		9	9		9	16		16	39	0	39
91 Seoul International Park	3250 San Marino St., Los Angeles, CA 90006	Pacific	10	У	12	520	532	49		49	60	173	233	59	144	203	180	837	1,017
92 Sepulveda R.C.	8825 Kester Ave., Panorama City 91405	Valley	6	у	46	163	209	28	12	40	81	139	220	40	118	158	195	432	627
93 Shadow Ranch R.C.	22633 Vanowen St, West Hills, CA 91307	Valley	12		137		137	50		50	114		114	107		107	408	0	408
94 Shatto R.C.	3191 West 4th St, Los Angeles, CA 90020	Metro	13	У	560	70	630	255	179	434	136	161	297	175	165	340	1,126	575	1,701
95 Silver Lake R.C.	1850 West Silver Lake Dr., Los Angeles, CA 90026	Metro	13		103	193	296	32		32	43	647	690	77	102	179	255	942	1197
96 Slauson R.C.	5306 S. Compton Ave., Los Angeles, CA 90011	Pacific	9	у	100	118	118			0		53	53	32	53	85	32	224	256
97 South Park R.C.	345 East 51st St., Los Angeles, CA 90011	Pacific	9	у	85		85	1		1	209	55	209	251	18	269	546	18	564
98 South Seas House	2301 West 24th St., Los Angeles CA 90018		10		12		12	6		6	23		203	20	10	205	61	0	61
99 St. Andrews R.C.	8701 Saint Andrews Place, Los Angeles, CA 90047	Pacific	8	У	46	208	254	35		35	146	211	357	175	194	369	402	613	1,015
100 State Street R.C.	716 North State St., Los Angeles, CA 90033	Metro	14	У	171	103	274	113	102	215	85	266	351	134	195	329	503	666	1,169
101 Stonehurst R.C.	9901 Dronfield St., Sun Valley, CA 91352	Valley	7		63	34	97		1	1	158	3	161	84	6	90	305	44	349
102 Stoner R.C.	1835 Stoner Ave., Los Angeles, CA 90025	Valley	Detai	У	96	87	183	76		76	88	98	186	25	69	94	285	254	539
103 Studio City R.C.	12621 Rye St., Studio City, CA 91604	Valley	2		25	375	400	136	26	162	128	463	591	44	297	341	333	1161	1494
104 Sun Valley R.C.	8133 Vineland Ave., Sun Valley, CA 91352	Valley	6	У	331	277	608	369	43	412	346	382	728	402	493	895	1,448	1,195	2,643
105 Sunland R.C.	8651 Foothill Blvd, Sunland, CA 91040	Valley	7	У	211	87	298	44		44	175	35	210	266	116	382	696	238	934
106 Sylmar Park R.C.	13109 Borden Ave, Los Angeles, CA 91342	Valley	7	У	58	635	693	6	179	185	8	330	338	36	991	1,027	108	2,135	2,243
107 Tarzana R.C.	5655 Vanalden Ave., Tarzana, CA 91356	Valley	3		26	374	400	19		19	31	173	204	27	236	263	103	783	886
108 Toberman R.C.	1725 Toberman St., Los Angeles, CA 90015	Metro	1	У	20	8	28	30	8	38	23	88	111	73	59	132	146	163	309
109 Trinity R.C.	2415 Trinity St., Los Angeles, CA 90011	Pacific	9	У	43	65	108	10		10	14	32	46	36	13	49	103	110	213

# EXHIBIT F - Baseline FY 2018/2019



	RECREATION CENTERS		Actual E	Summer 2018 Inrollment (Baseline	e) Totals	Actual I	Fall 2018 Inrollment (Baseline	e) Totals	Actual	Winter 2019 Enrollment (Baseline	e) Totals	Actual I	Spring 2019 Inrollment (Baseline	e) Totals	FY 2018/2019 Actual Enrollment (Baseline) Totals				
Facility	Address	Region	CD	GPLA	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues		Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues		Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	• •	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment
110 Valley Plaza	12240 Archwood St., North Hollywood, CA 91606	Valley	2	У	22	26	48	77	156	233	28	123	151	55	205	260	182	510	692
111 Van Ness R.C.	5720 2nd Avenue, Los Angeles, CA 90043	8 Pacific	8	У	111		111	2	75	77	169	139	308	53	188	241	335	402	737
112 Van Nuys R.C.	14301 Vanowen St., Van Nuys, CA 91405	Valley	6	У	183	287	470	40	15	55	359	250	609	658	145	803	1,240	697	1,937
113 Van Nuys Sherman Oaks R.C.	14201 Huston St., Sherman Oaks, CA 91423	Valley	2		100	331	431	119	372	491	167	360	527	20	420	440	406	1483	1889
114 Victory-Vineland R.C.	11117 Victory Blvd., North Hollywood, CA 91606	Valley	2	У	74	211	285	80	290	370	34	225	259	31	318	349	219	1,044	1,263
115 Vineyard R.C.	2942 Vineyard Ave, Los Angeles, CA 90016	Pacific	10	У			0			0		30	30	2		2	2	30	32
116 Wabash R.C.	2765 Wabash Ave, Los Angeles, CA 90033	Metro	14	У		178	178			0	9	234	243		131	131	9	543	552
117 Westchester R.C.	7000 W. Manchester Ave., Los Angeles, CA 90045	Pacific	11			279	279		120	120		357	357		86	86	0	842	842
118 Westwood R.C.	1350 S. Sepulveda Blvd, Los Angeles, CA 90025	Valley	5		289	399	688	16		16	296	260	556	347	274	621	948	933	1,881
119 Wilmington R.C.	325 N. Neptune Ave., Wilmington, CA 90744	Pacific	15	У		32	32	18	21	39	16	115	131	5	167	172	39	335	374
120 Winnetka R.C.	8401 Winnetka Ave., Winnetka, CA 91306	Valley	3		217	371	588	16	35	51	125	250	375	86	241	327	444	897	1341
121 Woodland Hills R.C.	5858 Shoup Ave., Woodland Hills, CA 91367	Valley	3		374	468	842		7	7	190	1001	1191	202	358	560	766	1834	2600
122 Yosemite R.C.	1840 Yosemite Dr., Los Angeles, CA 90041	Metro	14	У	33	333	366	64	232	296	61	350	411	59	324	383	217	1239	1456
123 Yucca Park Community Center	6671 Yucca St., Los Angeles, CA 90028	Metro	13		155		155	135	27	162	157	11	168	155	24	179	602	62	664
Total Recreation Centers	Total Recreation Centers					20,349	28,892	6,305	4,616	10,921	9,183	23,053	32,236	10,421	21,478	31,899	34,452	69,496	103,948

# E X H I B I T F - Baseline FY 2018/2019



AQUATICS				Summer 2018 (6/1/18 - 8/31/18) Actual Enrollment (Baseline) Totals			Fall 2018 (9/1/18 - 12/31/18) Actual Enrollment (Baseline) Totals			Winter 2019 (1/1/19 - 3/31/19) Actual Enrollment (Baseline) Totals			Spring 2019 (4/1/19 - 5/31/19) Actual Enrollment (Baseline) Totals			FY 2018/2019 (6/1/18 - 5/31/19) Actual Enrollment (Baseline) Totals		
Facility	Address	Region	CD	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Teams	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Teams	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Teams	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Teams		Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Teams	Actual (Baseline Total Enrollmen
L 109th Pool	1500 E. 109th St., Los Angeles, CA 90059	Pacific	15	377	3	380			0			0			0	377	3	380
2 Algin Sutton Pool	8800 S. Hoover St., Los Angeles, CA 90044	Pacific	8	0		0			0			0			0	0	0	0
Banning Pool	1450 N. Avalon Blvd., Wilmington, CA 90744		15		102		75	F1		22	37		17					
Celes King III Pool		Pacific	15	605			75		126	22			17		17	719	191	910
Central Pool	5001 Rodeo Rd, Los Angeles, CA 90016	Pacific	10	707		707	29		29	96	43	139	74		74	906	43	949
	1357 East 22nd St., Los Angeles, CA 90011	Pacific	9	724	10	734			0			0			0	724	10	734
Cheviot Hills Pool	2693 Motor Ave., Los Angeles, CA 90064	Pacific	5	357	2	359			0			0			0	357	2	359
7 Cleveland Pool	8120 Vanalden Ave., Reseda, CA 91335	Valley	3	965	256	1221	357	142	499	85	86	171	206	i	206	1613	484	2097
3 Costello Pool	3121 E. Olympic Blvd., Los Angeles, CA 90023	Metro	14	597		597			0			0			0	597	0	597
Downey Pool	1775 N. Spring St., Los Angeles, CA 90031	Metro	1	723		723			0			0			0	723	0	723
0 Echo Deep Pool	1419 Colton St., Los Angeles, CA 90026	Metro	1	1079	128	1207	221	40	261	111	. 39	150	123		123	1534	207	1741
1 EG Roberts Pool	4526 W. Pico Blvd., Los Angeles, CA 90019	Pacific	10	1263	256	1519	182		182	200	39	239	145		145	1790	295	2085
2 Fernangeles Pool	8851 Laurel Canyon Blvd, Sun Valley, CA 91352	Valley	6	925		925			0			0			0	925	0	925
3 Fremont Pool			9				205			65								
4 Glassell Pool	7630 Towne Ave., Los Angeles, CA 90003	Pacific		640			205		208			73	85		85	995	74	1069
	3704 Verdugo Rd., Los Angeles, CA 90065 16730 Chatsworth St., Granada Hills, CA	Metro	1	563	93	656	62	33	95	13	12	25	39		39	677	138	815
Granada Hills Pool Green Meadows Pool	91344	Valley	12	733		733			0			0			0	733	0	733
	431 E. 89th St., Los Angeles, CA 90003	Pacific	9	410		410			0			0			0	410	0	410
7 Griffith Park Pool	3401 Riverside Dr., Los Angeles, CA 90027 11798 Foothill Blvd., Lake View Terrace,	Metro	4	896		896			0			0			0	896	0	896
8 Hansen Dam Aquatic Center	CA 901342	Valley	7			0			0			0			0	0	0	0
Harbor Pool	1221 N. Figueroa PI., Wilmington, CA 90744	Pacific	15	822		822			0			0			0	822	0	822
D Hey Rookie Pool	3601 S. Gaffey St., San Pedro, CA 90731	Pacific	15	653	55	708	61	29	90	24	40	64	25		25	763	124	887
1 Highland Pool	6150 N. Piedmont Avenue, Los Angeles, CA 90042	Metro	1	687		687			0			0			0	687	0	687
2 Hollywood Pool	1122 Cole Ave., Los Angeles, CA 90038	Pacific	13	812		812			0			0			0	812	0	812
Hubert Humphrey Pool	12560 Filmore St., Pacoima, CA 91331	Valley	7	767			120	56		- -	; 20		71		71	964	195	1159
Jackie Tatum/Harvard Pool	6120 Denker St., Los Angeles, CA 90047	Pacific	8	731		731	120		0			0	/1		0	731	0	731
John C. Argue Swim Stadium	3980 Bill Robertson Lane, Los Angeles, CA																	
LACES Pool	90037	Pacific	9	2122			311			167			144		144	2744	361	3105
7 Lanark Pool	5931 W. 18th St., Los Angeles, CA 90035 21817 Strathern St., Canoga Park, CA	Pacific	10	949	155	1104	151	80	231	83	54	137	116		116	1299	289	1588
	91304	Valley	3	826		826			0			0			0	826	0	826
B Lincoln Pool	3501 Valley Blvd, Los Angeles, CA 90031	Metro	1	0		0			0			0			0	0	0	0
Mar Vista Pool	11655 Palms Blvd., Los Angeles, CA 90066	Pacific	11	613		613			0			0			0	613	0	613
North Hollywood Pool	5301 Tujunga Ave., North Hollywood, CA 91601	Valley	2	590		590			0			0			0	590	0	590
Northridge Pool	10058 Reseda Blvd., Northridge, CA 91324	Valley	12	663		663			0			0			0	663	0	663

# E X H I B I T F - Baseline FY 2018/2019

YOUTH SPORT PARTNERSHIP



	Summer 2018 (6/1/18 - 8/31/18) Actual Enrollment (Baseline) Totals			Fall 2018 (9/1/18 - 12/31/18) Actual Enrollment (Baseline) Totals			Winter 2019 (1/1/19 - 3/31/19) Actual Enrollment (Baseline) Totals			Spring 2019 (4/1/19 - 5/31/19) Actual Enrollment (Baseline) Totals			FY 2018/2019 (6/1/18 - 5/31/19) Actual Enrollment (Baseline) Totals					
Facility	Address	Region	CD	Actual Enrollment (Baseline) - Classes	: Actual Enrollment (Baseline) Sports Teams	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Teams		Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Teams	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Teams	Actual (Baseline)	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Teams	Actual (Baseline) Total Enrollment
32 Pan Pacific Park Pool	141 S. Gardner St., Los Angeles, CA 90036	Pacific	4	416	5	416			0			0			0	416	0	416
33 Pecan Pool	120 S. Gless St., Los Angeles, CA 90033	Metro	14	331	L	331			0			0			0	331	0	331
34 Peck Park Pool	560 N. Western Ave., San Pedro, CA 90732	Pacific	15	C	)	0			0			0			0			0
35 Reseda Pool	18411 Victory Blvd, Reseda, CA 91335	Valley	3	962	2	962			0			0			0	962	0	962
86 Richard Alatorre Pool	4721 Klamath St., Los Angeles, CA 90032	Metro	14	928	3 152	1080	82	51	133	55	28	83	102		102	1167	231	1398
87 Ritchie Valens Pool	10731 Laurel Canyon Blvd., Pacoima, CA 91331	Valley	7	838		838			0			0			0	838	0	838
88 Roosevelt Pool	456 S. Mathews St., Los Angeles, CA 90033	Metro	14	602		634	33	11	44	7	6	13	10		10	652	49	701
39 Ross Snyder Pool	1501 East 41st St., Los Angeles, CA 90011		9	637		637			0	· · · ·	-	0			0	637	0	637
10 Rustic Canyon Pool	601 Latimer Rd., Pacific Palisades, CA 90402	Pacific		48		48			0			0			0	48	0	48
11 Sepulveda Pool	8737 Kester Ave., Panorama City, CA 91402	Valley	6	1024		1024			0			0			0	1024	0	1024
12 South Park Pool	345 East 51st St., Los Angeles, CA 90011	Pacific	9	414		414			0			0			0	414	0	414
13 Stoner Park Pool	1835 Stoner Ave., Los Angeles, CA 90025	Pacific	11	365		365			0			0			0	365	0	365
14 Sun Valley Pool	8123 Vineland Ave., Sun Valley, CA 91352		6	813		813			0			0			0	813	0	813
15 Sylmar Pool	13109 Borden Ave, Los Angeles, CA 91342		7	926		926			0			0			0	926	0	926
16 Valley Plaza Pool	6715 Laurelgrove Ave., North Hollywood, CA 91606	Valley	2	802		802			0			0			0	802	0	802
17 Van Ness Pool	5720 2nd Avenue, Los Angeles, CA 90043		2	802	-	0			0			0			0	0	0	0
18 Van Nuys Sherman Oaks Pool	14021 Huston St., Van Nuys, CA 91423	Valley	4	1136	5 158		108	147		59	91	150	147		147	1450	396	1846
19 Venice High School Indoor Pool	2490 Walgrove Ave., Los Angeles, CA 90066	Pacific	11	921			81			36	59	95	60		60	1450	284	1382
50 Verdugo Hills Pool	90000 10654 Irma Ave., Tujunga, CA 91042	Valley	7	381		381	81	90	0	30	59	0	60		0	381	0	381
51 Westchester Pool	9100 Lincoln Blvd., Los Angeles, CA 90045			775		775			0			0			0	775	0	775
52 Westwood Pool	1350 Sepulveda Blvd., Los Angeles, CA 90045 90025	Pacific		391		490	81	54			25		-		5	545	178	723
53 Woodland Hills Pool	5858 Shoup Ave., Woodland Hills, CA 91367	Valley	3	965		996	81	54	0	68	25	0	5		0	965	31	996
54 Yosemite Pool	1840 Yosemite Dr., Los Angeles, CA 90041		14	595		642			0			0			0	599	43	642
	,,,,,,	1		36,073	2,073	38,146	2,159	889	3,048	1,097	666	1,763	1,369	0	1,369	40,698	3,628	44,326
Total Aquatics (includes Swim LA)				50,075	2,075	50,140	2,139	003	5,048	1,097	000	1,705	1,309	U	1,309	40,098	3,028	44,320

# Exhibit G

Seasonal Sports Schedule

[See attached.]

# **RECREATION AND PARKS**

	Season	Sports Leagues	Registration Start Date	League Start Date	League End Date	Classes	Registration Start Date	Class Start Date	Class End Date	Citywide Championships
FALL 2019	Leagues/Classes TBD (Signature Sports Programs, Aquatics, etc.)									
WINTER 2020	Leagues/Classes									
SPRING 2020	Leagues/Classes TBD (Signature Sports Programs, Aquatics, etc.)									
SUMMER 2020	Leagues/Classes TBD (Signature Sports Programs, Aquatics, etc.)									

# Exhibit H

# Key Performance Indicators (KPIs) Template

- 1. Organizations
  - a. Number of enrolled organizations
  - b. Geographical breakdown (participating regions/municipalities)
  - c. New programs breakdown (include those that were already supported)
  - d. Cancelled programs: reasons and impact (e.g. financial, legal, reputation)
- 2. Sports promoted
- 3. Participants (children and youngsters directly benefiting from the YSP)
  - a. Number of participants
  - b. Number of participants with a disability as determined by Adaptive Sport participation
  - c. Gender breakdown
  - d. Age groups breakdown
  - e. Sport breakdown
- 4. Coaches/staff
  - a. Number of trained coaches/staff
  - b. Gender breakdown
- 5. Funding
  - a. Total value
  - b. Total monetary
- 6. Outcomes:
  - Overall participation increase over the 2018-2019 baseline
  - Percentage of parents that consider their children have a better lifestyle (physical and mental) because of the YSP
  - Percentage of children reporting increased interest in new sports

## Exhibit I

## **YSP Quality Assurance**

RAP will assign lead points of contacts from its Executive Office, Human Resources Division, and Financial Administrative Services Branch to monitor and ensure all material provisions and responsibilities of the YSP are adhered to and meet compliance with the contract; to track data metrics and to log outcome progress. RAP will propose annual or as needed meetings with LA 2028 to go over any status updates or concerns; will provide an annual reporting or as needed progress updates to the CAO, City Council, and/or RAP Commission.

## Exhibit J

## **Dispute Resolution**

The Parties shall seek amicably to resolve by negotiation all disputes arising out of or in connection with this YSP Agreement, any YSP Project Plan entered into pursuant to the terms of this YSP Agreement, or any agreements, schedules or exhibits ancillary hereto or thereto. If, in spite of such negotiations, no mutually agreeable resolution between the Parties is reached, then either Party may provide written notice to the other Party, pursuant to Section 16 of the existence of such dispute ("Dispute Notice"). Any Dispute Notice shall include a detailed description of the disputed matter, any relevant documentation and other materials, and a detailed explanation of the position taken by the Party providing such Dispute Notice.

Within thirty (30) days following the delivery of any Dispute Notice the chairperson or the president or the chief executive officer of LA 2028 ("<u>LA 2028 Executive</u>") (or the LA 2028 Executive's designee) on the one hand and the Mayor of the City (or the Mayor's designee), and the City Council President (or the City Council President's designee) (collectively, the "<u>City Representatives</u>") on the other shall meet in person, without others present, to resolve the subject of such Dispute Notice; provided, however, that if the LA 2028 Executive or the City Representatives notifies the other, pursuant to Section 17(a), that satisfactory resolution of the subject matter of the Dispute Notice is not practicable unless the LA 2028 Executive and City Representatives meet sooner than within a thirty (30) day period, then the LA 2028 Executive and City Representatives shall each use reasonable efforts to meet within a shorter period of time.

To the extent that any disputes that are the subject of a Dispute Notice delivered pursuant to Section 5 remain unresolved after a period of ninety (90) days following the meeting of the Executive and City Representatives as prescribed above, then unless the Executive and City Representatives mutually agree to an extension of the period in which to meet to resolve any dispute that is the subject of such Dispute Notice, either Party may make a request for arbitration and, in such event, such disputed matters shall be determined by final binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The place of arbitration shall be in Los Angeles, California. There shall be one (1) arbitrator.

If a request for arbitration is not made prior to the tenth (10th) day following the conclusion of the ninety (90) day period described above or within ten (10) days following such longer period as may be mutually agreed upon, all claims of the Party who initiated the dispute resolution procedure shall be deemed waived, notwithstanding any state or federal statute of limitations.

Each Party shall bear its own costs of arbitration, including legal fees, except that the fees for the arbitrator and costs associated with the arbitrator shall be shared equally by the Parties; provided, however, that any costs forming the substance of the dispute shall be borne as determined by the arbitral award.

## Exhibit K

## **Addresses for Notices**

## THE CITY OF LOS ANGELES

Eric Garcetti Los Angeles Mayor 200 N. Spring St. Los Angeles, CA 90012

Michael N. Feuer Los Angeles City Attorney 200 N. Main St., Suite 800 Los Angeles, CA 90012-4137

Richard H. Llewellyn, Jr. City Administrative Officer 200 N. Main St., Suite 1500 Los Angeles, CA 90012-4137

Michael A. Shull Department of Recreation and Parks 221 North Figueroa Street, Suite 350 Los Angeles, CA 90012

Sharon M. Tso Chief Legislative Analyst 200 N. Spring Street, Room 255 Los Angeles, CA 90012-4137

Holly L. Wolcott City Clerk 200 N. Spring Street, Room 360 Los Angeles, CA 90012

LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028 Brian E. Nelson Chief Legal Officer 10900 Wilshire Blvd. Suite 700 Los Angeles, CA 90024

#### First Amendment to Youth Sport Partnership Agreement

This First Amendment to Youth Sport Partnership Agreement C-136936 (this "<u>Amendment</u>") is made and entered into as of the date of the last signature set forth below, and is by and between the City of Los Angeles, a municipal corporation (the "<u>City</u>"), acting by and through its Department of Recreation and Parks ("<u>RAP</u>") and the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 ("<u>LA28</u>"). These entities shall be known herein collectively as the "<u>Parties</u>" or individually as a "<u>Party</u>." Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Youth Sport Partnership Agreement (as defined below).

WHEREAS, the Parties entered into that certain agreement regarding the 2028 Youth Sport Partnership dated as of September 23, 2020 (the "Youth Sport Partnership Agreement"); and

WHEREAS, the Parties now desire to amend the Youth Sport Partnership Agreement to the extent set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend and modify the Youth Sport Partnership Agreement as follows:

#### Section 1. <u>Amendments</u>.

1.1 <u>Funding for Other Costs</u>. Section 8(e) of the Youth Sport Partnership Agreement is hereby amended and restated in its entirety to read as follows:

"(e) Funding for Other Costs. Notwithstanding anything herein to the contrary, but subject to Section 8(e)(i), the City may use up to 4% of total Grant Funds (i.e., six million four hundred thousand dollars (\$6,400,000) (the "Other Costs Amount") to recoup or otherwise cover expenses that are consistent with the Parties' shared goal to increase the number of City youth participating in sport and fitness programs but that do not otherwise qualify as Direct Costs, including but not limited to community engagement and outreach expenses, program Start-Up Costs, Safe Sport expenses, and marketing, program branding, and reporting requirements expenses ("Other Costs"). The City shall have broad discretion and unilateral control over how these funds are expended to support the above stated goals, as described in the YSP Project Plan for any given Fiscal Year. LA 2028 shall pay the City the Other Costs in guarterly payments as necessary to support each approved YSP Project Plan. Other Costs may vary from year to year; provided, however, that, subject to Section 8(e)(i), the total amount available for Other Costs over the Agreement Term shall not exceed the Other Costs Amount (i.e., \$6,400,000). These Grant Funds for Other Costs shall be credited towards LA 2028's total commitment for YSP.

> Notwithstanding the applicable foregoing terms of Section 8(e), but solely in the event that the City fully exhausts the Other Costs Amount (i.e., \$6,400,000) prior to the expiration of the Agreement Term, the Parties shall, reasonably promptly following the later to occur of (1) such date by which the City has fully exhausted the Other Costs Amount (i.e., \$6,400,000) and (2) September 1, 2025, discuss in good faith (i) the existence of any continued (or additional) and reasonable Other Costs and

(ii) to the extent any such costs are mutually identified, a potential corresponding, reasonable, and appropriate increase to the Other Costs Amount. As it concerns the terms of this Section 8(e)(i), the Parties shall (x) mutually agree upon a date (to be no earlier than September 1, 2025) to mark the commencement of such good faith discussions (such date, the "Discussion Commencement Date") and (y) be obligated to so discuss in good faith for the thirty (30) consecutive day period immediately following the Discussion Commencement Date. For the avoidance of doubt, any amendment or modification to this YSP Agreement mutually agreed to by the Parties as a result of such good faith discussions shall be subject to the terms of Section 17(d) hereof (Amendment; Waiver)."

1.2 <u>Definition of Direct Costs</u>. The first sentence of Section 6(f) of the Youth Sport Partnership Agreement is hereby amended and restated in its entirety to read as follows:

"(f) "Direct Costs" shall mean those costs incurred by the Grantee of the type described in *Exhibit B*, and reimbursable at the rates set forth in, or otherwise defined pursuant to the terms of *Exhibit B*, subject to the terms and conditions of this YSP Agreement."

1.3 <u>Certain Transportation Expenses and NGB Membership Expenses as Direct Costs.</u> Exhibit B to the Youth Sport Partnership Agreement shall be amended by adding the following words directly beneath the standalone chart entitled "Class":

"<u>Transportation Costs</u>. Beginning with the YSP Project Plan corresponding with Fiscal Year 2022-23 (the "<u>FY 22-23 Project Plan</u>") and for each YSP Project Plan thereafter, Direct Costs may include reasonable and mutually agreed upon expenses directly and exclusively associated with the direct transporting of Eligible Participants to, or from, certain mutually-agreed upon Signature Youth Sport Program Activities ("<u>Transportation Costs</u>"). For each applicable YSP Project Plan, the Transportation Costs shall be exclusively reflected as the *product of*:

(1) with respect to each applicable Signature Youth Sport Program Activity, a reasonable and mutually agreed upon dollar rate per Eligible Participant that (x) takes into account solely (i) RAP coach or instructor wages applicable to time spent transporting Eligible Participants on the terms set forth above and (ii) applicable bus rental expenses (if any), (y) is determined via reference to, among other things, relevant RAP financial and staffing records (historical or otherwise), and (z) is established by the Parties in connection with the FY 22-23 Project Plan

multiplied by

(2) with respect to each applicable Signature Youth Sport Program Activity, the number of Eligible Participants participating in such Activity. For the avoidance of doubt, the Transportation Costs shall exclude any capital expenditure.

<u>NGB Membership Costs</u>. Beginning with the FY 22-23 Project Plan and for each YSP Project Plan thereafter, Direct Costs may include, solely as it concerns NGB-sanctioned Leagues and Classes that (i) exclusively offer NGB-certified programming; (ii) are offered on an, at minimum, multi-week basis; and (iii) charge NGB individual participant membership fees (the "<u>NGB Sanctioned Activities</u>"), NGB individual participant membership fees charged to Eligible Participants (in an amount not to exceed a reasonable dollar amount per each Eligible Participant that is participating in an NGB Sanctioned Activity) (the "<u>NGB Membership Costs</u>"). In connection with any Project Plan seeking funding for NGB Membership Costs, RAP shall submit to LA28 documentation evidencing the amount of membership fees being charged by NGBs to Eligible Participants (on a per participant and per NGB Sanctioned Activity basis)."

1.4 <u>Seasonal Advance Funding; Aquatic Costs</u>. The paragraph of Section 9(b)(iii) of the Youth Sport Partnership Agreement beginning with the words "The amount of Seasonal Advance Funding" is hereby amended and restated in its entirety as follows:

"For each season prior to the season(s) corresponding to the FY 22-23 Project Plan (as defined in *Exhibit B*), the amount of Seasonal Advance Funding for each season shall be the sum of (x) the Anticipated Enrollment for such season at each Recreation Center multiplied by \$180 for Leagues (the "Leagues Sum"), (y) the Anticipated Enrollment for such season at each Recreation Center multiplied by \$80 for Classes (the "<u>Classes Sum</u>"), and (z) the unit costs for aquatic classes and aquatic leagues (the "<u>Aquatic Costs</u>"). The Aquatic Costs have not yet been defined, but the Parties agree (i) to work together in good faith to define the Aquatic Costs and (ii) that the City may submit the Aquatic Costs as a part of the Signature Youth Sports Program, for a given Fiscal Year in the YSP Project Plan for that Fiscal Year.

Notwithstanding the foregoing, beginning with the season(s) corresponding to the FY 22-23 Project Plan (and for each season thereafter), the amount of Seasonal Advance Funding for each season shall be the sum of:

- (1) the Leagues Sum;
- (2) the Classes Sum;
- (3) the Transportation Costs (as defined in *Exhibit B*);
- (4) the NGB Membership Costs (as defined in *Exhibit B*); and

(5) the Aquatic Costs (it being expressly acknowledged and agreed that the Aquatic Costs may include, as and to extent mutually agreed to by the Parties, expenses associated with the operation of RAP pools outside of customary operating hours; provided that such expenses (x) bear a direct, proportionate and reasonable relationship to the aquatic leagues and classes being offered by RAP and (y) to the extent applicable, are of a comparable nature to expenses for extended pool operating hours previously funded by LA28 in connection with the City's SWIMLA youth aquatic program)."

## Section 2. <u>Miscellaneous</u>.

2.1 <u>Ratification</u>. Except as expressly amended hereby, the Youth Sport Partnership Agreement is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect, and are expressly incorporated herein.

2.2 <u>Order of Precedence</u>. In the event of any conflict or inconsistency between this Amendment and the Youth Sport Partnership Agreement and/or the attachments or exhibits thereto, such conflict or inconsistency shall be resolved in accordance with the following order of precedence:

- 1. This Amendment to Youth Sport Partnership Agreement.
- 2. The Youth Sport Partnership Agreement.
- 3. Attachments or exhibits to the Youth Sport Partnership Agreement.

2.3 <u>IOC Approval Required</u>. The Parties acknowledge and agree that, pursuant to Section 17(k) of the Youth Sport Partnership Agreement, the understandings set forth in this Amendment are subject to the written approval of the IOC and shall not be binding upon any Party unless and until such written approval is obtained.

[The remainder of this page has intentionally been left blank; signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its DEPARTMENT OF RECREATION AND PARKS

By:

ANTHONY-PAUL (AP) DIAZ, Esq. Executive Officer City of Los Angeles Department of Recreation and Parks

Date: 5/11/2022

**APPROVED AS TO FORM:** 

MICHAEL N. FEUER, City Attorney

5/10/2022 Date:

ATTEST:

HOLLY L. WOLCOTT, City Clerk By: Date: 5-12-22

LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028

Bv:

KATHY CARTER Chief Executive Officer

Date: 5/10/2022

[Signature Page to First Amendment to Youth Sport Partnership Agreement]

## Second Amendment to Youth Sport Partnership Agreement

This Second Amendment to Youth Sport Partnership Agreement C-136936 (this "<u>Amendment</u>") is made and entered into as of the date of the last signature set forth below, and is by and between the City of Los Angeles, a municipal corporation (the "<u>City</u>"), acting by and through its Department of Recreation and Parks ("<u>RAP</u>") and the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 ("<u>LA28</u>"). These entities shall be known herein collectively as the "<u>Parties</u>" or individually as a "<u>Party</u>." Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Youth Sport Partnership Agreement (as defined below).

WHEREAS, the Parties entered into that certain agreement regarding the 2028 Youth Sport Partnership dated as of September 23, 2020, as amended by that certain First Amendment to Youth Sport Partnership Agreement dated as of May 12, 2022 (the "Youth Sport Partnership Agreement"); and

WHEREAS, the Parties now desire to amend the Youth Sport Partnership Agreement to the extent set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend and modify the Youth Sport Partnership Agreement as follows:

## Section 1. <u>Amendments</u>.

1.1 <u>Definition of Fee Waiver</u>. Section 6(i) of the Youth Sport Partnership Agreement is hereby amended and restated in its entirety to read as follows:

(i) "<u>Fee Waiver</u>" shall mean the self-certification form by which financial need shall be assessed, in substantially the same form as *Exhibit D* attached hereto. Each Fee Waiver shall include certification that the Youth participant's combined family income is under the then existing Low Income Limit established by the United States Department of Housing and Urban Development ("HUD") for 3-member families in the Los Angeles-Long Beach-Glendale, California HUD Metro Fair Market Rent Area (the "Current Low Income Limit").

1.2 <u>Definition of Pre-Qualified Recreation Center</u>. Section 6(m) of the Youth Sport Partnership Agreement is hereby amended and restated in its entirety to read as follows:

(m) "<u>Pre-Qualified Recreation Center</u>" shall mean those Recreation Centers located in neighborhoods where the median household income is less than the Current Low Income Limit within a half-mile radius, in accordance with the California State Parks Community Fact Finder. Pre-Qualified Recreation Centers will be identified based on the Current Low Income Limit in the annual YSP Project Plan and selection will prioritize sites where increased investments promote equitable access to sports and fitness opportunities. Subject to mutual agreement by the Parties, the Parties may adjust or re-classify how Pre-Qualified Recreation Centers are pre-qualified in order to increase participant access or to adjust for capacity, provided that LA28 shall provide the IOC with notice prior to any such adjustments or reclassifications.

1.3 <u>Self-Certification Form</u>. Exhibit D to the Youth Sport Partnership Agreement is hereby amended and restated in its entirety to read as set forth in Exhibit D attached hereto.

## Section 2. Miscellaneous.

2.1 <u>Ratification</u>. Except as expressly amended hereby, the Youth Sport Partnership Agreement is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect, and are expressly incorporated herein.

2.2 <u>Order of Precedence.</u> In the event of any conflict or inconsistency between this Amendment and the Youth Sport Partnership Agreement and/or the attachments or exhibits thereto, such conflict of inconsistency shall be resolved in accordance with the following order of precedence:

- 1. This Second Amendment to the Youth Sport Partnership Agreement;
- 2. The Youth Sport Partnership Agreement;
- 3. Attachments or exhibits to the Youth Sport Partnership Agreement.

[The remainder of this page has intentionally been left blank; signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

# THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its DEPARTMENT OF RECREATION AND PARKS

By: Jimmy Kim General Manager ]

Date: \_\_\_\_\_12/8/2023\_\_\_\_\_

## **APPROVED AS TO FORM:**

ATTEST:

By: 12/12/2023 Date: \_\_\_

By: 12/12/23 Date:

# LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028

By: Katayn Canter KAIHKYN CAKIER Chief Executive Officer

Date: 06-Dec-2023

\_ ....

. . .

#### **Exhibit D**

YEAR:\_\_\_\_

## CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

#### **SELF-CERTIFICATION FORM**

Participant Name	Age Gender					
Nombre del Participante:	Edad:Sexo:					
MF						
Parent/Guardian Signature	Date					
Firma del Padre/Tutor	Fecha:					

The participant listed lives in a household with a combined family income of under \$[INSERT CURRENT HUD LOW INCOME LIMIT FOR 3-MEMBER FAMILIES IN LA METRO AREA].

**<u>APPLICANT STATEMENT:</u>** I certify that the information provided on this form is accurate and complete. I acknowledge that providing false information shall be grounds for termination from the program. I therefore authorize such verification, and will provide supporting documents if requested.

**Parent Consent:** I give permission for my child, whose name is listed below, to participate in the City of Los Angeles Department of Recreation and Parks Program. I authorize the City to make, procure or use photographs, film, tapes or other likenesses or Minor's physical image and/or voice as may be needed for use with program's publicity material. I agree to hold harmless the City of Los Angeles, Department of Recreation and Parks. I **understand that the City of Los Angeles carries no insurance.** I also understand the City of Los Angeles Department of Recreation and Parks Program reserves the right to dismiss a child for any conduct detrimental to the program.

#### FORMA DE AUTO-CERTIFICACION

\_\_\_\_\_

ANO: \_\_\_\_\_

El participante mencionado anteriormente vive en un hogar con un ingreso familiar combinado de \$[INSERT CURRENT HUD LOW INCOME LIMIT FOR 3-MEMBER FAMILIES IN LA METRO AREA] o menos.

**DECLARACIÓN DEL PARTICIPANTE:** Yo certifico que la información proveída en esta forma es precisa y complete. Yo reconozco que proveer información falsa podría ser causa de descalificación del programa. Yo, por lo tanto autorizo tal verificación y proveeré documentos adicionales si fuesen requeridos.

**CONSENTIMIENTO DE PADRE:** Yo le doy permisión a mi hijo/a, cual está nombrado, ha participar en la programa de City of Los Angeles Department of Recreation and Parks. Autorizo la Ciudad hacer, procurar o utilizar fotografías, películas, grabaciones u otros imágenes físicos y/o de voz cuales sean necesarios para uso con la materia de publicidad del programa. Estoy de acuerdo considerar la Ciudad de Los Ángeles, Departamento de Recreación y Parques, oficiales, agentes, empleados y co-patrocinadores inofensivos por cualquier herida a mi hijo/a cual resulte de la participación en la Academia de Deportes. **Entiendo que la Ciudad de Los Ángeles no carga aseguranza.** También entiendo que la programa de City of Los Angeles Department of Recreation and Parks reserve el derecho despedir a un participante por cualquier conducto perjudicional al programa.