

**CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE**

DATE: March 4, 2024

TO: Honorable Members of the Ad Hoc Committee on the 2028 Olympic and Paralympic Games

FROM: Jimmy Kim, General Manager, Department of Recreation and Parks 

SUBJECT: Clarification – Second Amendment to the Youth Sport Partnership (YSP) Agreement

REF: FY2024-25 YSP Project Plan (CF 15-0989-S23)

The Department of Recreation and Parks recently submitted the FY2024-25 YSP Project Plan for your approval (CF 15-0989-S23). Comprised in the attachments to the FY2024-25 YSP Project Plan was the original YSP Agreement (Contract C-136936). We should have included the Second Amendment to the YSP Agreement which was approved by the City Council in November 2023 (CF 15-0989-S22).

With the approval of the Second Amendment to the YSP, it effectively modified the eligibility criteria for youth participation fee waivers at non-pre-qualified City recreation centers. The eligibility changed from self-certifying that the youth participant qualifies for free or reduced lunches at school to a new self-certification that the youth participant's family income is under the Low-Income Limit established by HUD for three-member families (\$90,850 as of June 1, 2023), which is consistent with the proposed low-income limit for prequalified recreation centers.

With the Second Amendment to the YSP, effective January 1, 2024, the annual household income went from the previous amount of \$70,000 to \$91,000 city-wide to be eligible for youth participation fee waivers. The department has added the waiver eligibility level to the PlayLA website and is adding a section to each park page indicating if the center is a prequalified site or waivers are available for qualifying families. This revised eligibility went into effect with the start of the 3rd Quarter of the FY2023-24 YSP Project Plan, hence, the Second Amendment to the YSP Agreement should have been included within the attachments to the FY2024-25 YSP Project Plan.

cc:

Sharon M. Tso, Chief Legislative Analyst
Matthew W. Szabo, City Administrative Officer
Robert Roth, City Administrative Officer
Matthew Rudnick, Executive Officer, RAP
Noel Williams, Chief Financial Officer, RAP
Grace Duncan, Chief Management Analyst, RAP

Attachment:
Second Amendment to the YSP Agreement

Second Amendment to Youth Sport Partnership Agreement

This Second Amendment to Youth Sport Partnership Agreement C-136936 (this “Amendment”) 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 “City”), acting by and through its Department of Recreation and Parks (“RAP”) and the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (“LA28”). These entities shall be known herein collectively as the “Parties” or individually as a “Party.” 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. Amendments.

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

(i) “Fee Waiver” 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 Definition of Pre-Qualified Recreation Center. Section 6(m) of the Youth Sport Partnership Agreement is hereby amended and restated in its entirety to read as follows:

(m) “Pre-Qualified Recreation Center” 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 Self-Certification Form. 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 Ratification. 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 Order of Precedence. 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**

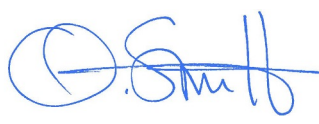
By: 
[Jimmy Kim]
[General Manager]

Date: 12/8/2023

APPROVED AS TO FORM:

By: 
Date: 12/12/2023

ATTEST:

By: 
Date: 12/12/23



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

By: 
KATHRYN CARTER
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
GenderNombre del Participante: _____ Edad: _____ Sexo: _____
M _____ F _____

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].

APPLICANT STATEMENT: 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 perjudicial al programa.