

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

C.F. No. 15-0989-S7

Date: February 6, 2020

To: The Office of the City Clerk

From: Richard H. Llewellyn, Jr., City Administrative Officer 

Sharon M. Tso, Chief Legislative Analyst 

Subject: **2028 YOUTH SPORT PARTNERSHIP AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND THE LOS ANGELES ORGANIZING COMMITTEE OF THE 2028 OLYMPIC AND PARALYMPIC GAMES**

SUMMARY

On January 31, 2020, the Ad Hoc Committee on the 2028 Olympics and Paralympic Games (Ad Hoc Committee) approved the 2028 Youth Sports Partnership (YSP) Agreement as part of the Board of Recreation and Parks (Board) transmittal 19-240. The version of the YSP Agreement included in the Board transmittal was pending review by the International Olympic Committee (IOC). Attached is a revised 2028 YSP Agreement which includes technical corrections and modifications requested by the IOC.

The City Attorney advises that the modifications serve to reiterate the IOC's role in approval of YSP-related activities, and that the revised YSP Agreement is still substantially in the form of the earlier draft approved by the RAP Board on December 18, 2019 and approved by the Ad Hoc Committee on January 31, 2020.

We request that the City Clerk attach this agreement to Council File 15-0989-S7 for the attention of the City Council.

FISCAL IMPACT STATEMENT

There is no fiscal impact to the General Fund.

Attachment: Youth Sport Partnership Agreement (revised)

RHL:SMT:jw:rr:aw

**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 (“YSP Agreement”) 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 (“City”), a municipal corporation, acting by and through its Department of Recreation and Parks (“RAP” or “Department”), and the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (“LA 2028” or “OCOG”), a California nonprofit public benefit corporation, formerly known as the Los Angeles 2024 Exploratory Committee. Collectively, these entities shall be known herein as the “Parties” or individually as a “Party.”

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 (“2017 MOU”) by and among the City, LA 2028, and the United States Olympic and Paralympic Committee (“USOPC”), formerly known as the United States Olympic Committee (“USOC”), describing the cooperation of these parties to deliver the 2028 Games; and

WHEREAS, on September 13, 2017, the International Olympic Committee (“IOC”) 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 – Principles (“Host City Contract”); 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 (“LAPF”), 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, which provides for a portion of the IOC’s cash 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 “YSP Project Plan”).

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. Recitals. The recitals set forth above are fully incorporated into this YSP Agreement.

Section 2. Purpose. 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. Cooperation. 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. Voluntary. This YSP Agreement is voluntarily entered into for the purpose set forth in Section 2 above.

Section 5. YSP Agreement Term. 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. Definitions. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them below.

- (a) "Activities" 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) "Adaptive Sport" shall mean recreational, fitness, or sport Activities that are inclusive of persons with disabilities.
- (c) "Applicable Law" shall mean all applicable local, state and federal laws, regulations, Orders, and other governmental actions.
- (d) "Departmental Standards" or "RAP Standards" 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) "Class" 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) "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 *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) "Eligible Participant" 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) “Enrollment Practices” 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) “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 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) “Grantee” shall mean the City acting through RAP pursuant to the terms and conditions of this YSP Agreement.
- (k) “League” 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.
- (l) “Orders” 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) “Pre-Qualified Recreation Center” 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 LA 2028 shall provide the IOC with notice prior to any such adjustments or reclassifications.
- (n) “Program Year” 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) “Quality Youth Sports” 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) “Quality Youth Sports Criteria” 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) “RAP Partner Provider” 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) “Recreation Center” 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) “Safe Sport” 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) “Seasonal Sports Schedule” 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) “Special Fund” shall mean the Youth Sport Participation 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) “Signature Youth Sports Program” 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) “Start-Up Costs” shall mean the costs associated with creating or substantially reorganizing Youth and sport-oriented programs.
- (x) “Trained Coaches” shall mean each sports instructor or coach of Activities, whether paid or volunteer, who is certified in accordance with *Exhibit A*.
- (y) “Youth” 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) “YSP Project Plan” 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.

Section 7. Roles and Responsibilities.

(a) LA 2028 Availability of Grant Funds. 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 (“Grant Funds”) on the terms and conditions set forth in Section 8 below.

(b) RAP Provision of Quality Youth Sports. 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. Grant Funds.

(a) Available Funding. 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) Funding Schedule. 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) Credit towards LA 2028 Youth Sports Commitment. Each quarterly payment shall be credited towards the total LA 2028 Youth Sports Commitment.

(d) Funding for Direct Costs. 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) Funding for Other Costs. 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 ("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 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) Identified Unrequested Funds. 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 "Identified Unrequested Funds"), 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 from prior years that have not been the subject of a prior YSP Project Plan request.

(g) Prior and Current Year Grants. 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. YSP Project Plan.

(a) Requirements. 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) Approval by the City Council. 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) Preference for Olympic and Adaptive Sports. 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) Tracking Participants. 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) Safety. 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) Submittal Process.

- (i) Timeline for Submission of Annual Requests for YSP Funds. 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) Timeline to Approve or Reject Annual YSP Project Plan Requests. 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) Grant Request Requirements. 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 ("Seasonal Advance Funding") 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 (“Anticipated Enrollment”). 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 “Aquatic Costs”). 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) Quality Sport Program Certification. No later than one month prior to the commencement of any Program Year, RAP shall submit a certificate of compliance (“Quality Sport Program Certification”), 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) Third Parties. 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. Requirements for the Expenditure of Grant Funds.

(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
- (v) To undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Internal Revenue Code.

Section 11. Insurance, Risk Management.

(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. Reconciliation.

(a) Reconciliation Requirements. 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 (“CAO”), 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) Actual Expenditures. 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) Actual Participation Rate. 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) No Supplantation. 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) Excess Funds. 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 (“Excess Funds”) 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) Remaining Funds. Notwithstanding Section 12(c), 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 “Remaining Funds”) 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. Transparency and Accountability.

(a) Annual Report. 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 “Annual Report”). 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 (“KPIs”) 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) Quality Assurance. RAP has identified certain internal mechanisms to ensure RAP compliance with its safety and maintenance practices, described in further detail in *Exhibit I* (“Internal QA Function”). 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) Books and Records. 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) LA 2028 Reports. 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. Termination. 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. Survival. Section 12(e) and Sections 16 and 17 shall survive the Agreement Term or termination of this YSP Agreement.

Section 16. Dispute Resolution. 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. General Provisions.

(a) **Notices.** 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) **Relationship of Parties.** 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) **Assignment.** 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) **Amendment; Waiver.** 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) Indemnification. 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) Entire Agreement. 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) Non-Recourse. 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) Disclaimer. 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) No Third-Party Beneficiary. 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) Information and Knowledge Management. The Parties acknowledge Section 29.2 of the Host City Contract, 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) IOC Approval Required. 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 a Party to allow the other Party to assign any of its rights or delegate any of its obligations hereunder is subject to the written approval of the IOC and shall not be binding upon any Party unless and until such written approval is obtained.

(l) Marketing or Publicity Rights. The City will regularly consult and collaborate with LA 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) Recovery Solely Against LA 2028. 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) Governing Law. 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) Interpretation. 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) Counterparts. 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 _____ day
of _____, 20__

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

By _____
GENERAL MANAGER

Executed this _____ day
of _____, 20__

LOS ANGELES ORGANIZING COMMITTEE
FOR THE OLYMPIC AND PARALYMPIC
GAMES 2028

By _____
Name: Casey Wasserman
Title: Chairperson

MICHAEL N. FEUER,
City Attorney

Attest: HOLLY L. WOLCOTT, CITY CLERK

Date: _____

Date: _____

By: _____
Deputy City Clerk

By: _____
Name: Daniel Kreinbring
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

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 //OR//	\$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 PARKS
SELF-CERTIFICATION FORM

YEAR: _____

Participant Name: _____ Age: _____

Gender: M _____ F _____

Parent/Guardian Signature: _____ Date: _____

The participant listed above receives a free or reduced lunch through the National School Lunch Program at the public or private school attended by participant: (Name of School) _____.

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.

DEPARTAMENTO DE RECREACIÓN Y PARQUES
CIUDAD DE LOS ÁNGELES
FORMA DE AUTO-CERTIFICACION

AÑO: _____

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 utilice 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 perjudicial al programa.

Exhibit E
Project Plan Funding

[See attached.]

Exhibit F
Tracking Participants
[See attached.]

Exhibit G
Seasonal Sports Schedule
[See attached.]

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 (“LA 2028 Executive”) (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 “City Representatives”) 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.
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