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(213) 202-2633 FAX (213) 202-2614

September 16, 2022

Honorable Eric Garcetti, Mayor
City of Los Angeles
Room 303, City Hall

Honorable City Council
City of Los Angeles
c/o: Office of the City Clerk
City Hall, Room 395

Honorable Mayor and Members of the City Council:

Subject:

The Play Equity Fund 2022 Grant – Retroactive Approval of Submission of Grant Application for Girls Play LA Soccer Programming at EXPO Center; Approval of Grant Agreement; Acceptance of Grant Funds, if Awarded

Recommendation for Mayor and Council Action:

The Board of Recreation and Park Commissioners (Board) respectfully requests Mayor, City Council retroactively approve the submission by the Department of Recreation and Parks (RAP) of a grant application for a 2022 grant from The Play Equity Fund, a California non-profit corporation (Grant), which was submitted without prior Mayor or Council approval due to this being a competitive grant with no City General Funds or matching funds required, as well as the notice of funding availability was published less than 61 days in advance of the application deadline.

Background:

In anticipation of the 2022 fall season, The Play Equity Fund invited RAP to submit an application for its Play Equity Fund Program Grant (Grant). The Play Equity Fund was established by the LA84 Foundation (LA84). The continued partnership between LA84 and RAP has provided aquatic and sports programs to economically disadvantaged youth throughout the City of Los Angeles for over twenty (20) years.

Through the Grant, RAP will expand the 2022 GPLA Fall Soccer program at EXPO Center with a pilot leadership component that will reach high school girls ages 15 to 18 years old. The GPLA Fall 2022 Soccer League at EXPO Center will run between October 3rd and December 16th, with



Honorable Mayor Garcetti and Honorable City Council

September 16, 2022

Page 2 of 2

the leadership component occurring simultaneously, twice a week for six weeks during the league. This additional component seeks to ensure gender equity by creating pathways to improve female representation in the sports industry. The Grant funds, in the amount of Thirty Thousand Dollars (\$30,000), would support coaching, leadership workshops, nutrition, game personnel, field trip fees, and transportation. The goal is to serve approximately thirty (30) high school girls, ages 15 to 18, through this Grant. Through this Report, RAP requests authorization to execute the Grant Agreement and accept the Grant funds, if awarded.

Fiscal Impact Statement:

Acceptance of this Grant does not require RAP to provide matching funds, and therefore would not impact RAP's, General Fund. The Grant provides essential funding that augments Girls Play LA programs for youth.

If you have any questions with regard to this matter, please contact Ms. Jennifer Sapone, Sr. Management Analyst, Recreation Services Branch, at (213) 978-7628.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

A handwritten signature in blue ink that reads "Takisha Sardin". The signature is fluid and cursive, with the first name "Takisha" and last name "Sardin" clearly legible.

TAKISHA SARDIN

Acting

Commission Executive Assistant II

Attachments: Board Report No. 22-250

cc: Jennifer Sapone, Superintendent, Sr. Management Analyst, Recreation Services Branch

APPROVED

Sept 15 2022

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-250

DATE September 15, 2022

C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: THE PLAY EQUITY FUND 2022 GRANT – RETROACTIVE APPROVAL OF SUBMISSION OF GRANT APPLICATION FOR GIRLS PLAY LA SOCCER PROGRAMMING AT EXPO CENTER; APPROVAL OF GRANT AGREEMENT; ACCEPTANCE OF GRANT FUNDS, IF AWARDED

AP Diaz

H. Fujita

* B. Jackson

M. Rudnick

C. Santo Domingo

N. Williams

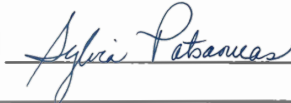

General Manager

Approved X


Disapproved _____

Withdrawn _____

If Approved: Board President



Board Secretary



RECOMMENDATIONS

1. Retroactively approve the submission by the Department of Recreation and Parks (RAP) of a grant application for a 2022 grant from The Play Equity Fund, a California non-profit corporation (Grant), which was submitted without prior Mayor or Council approval due to this being a competitive grant with no City General Funds or matching funds required, as well as the notice of funding availability was published less than 61 days in advance of the application deadline, pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
2. Approve the Grant Agreement, attached to this Report as Attachment 1, and authorize RAP's General Manager or designee to execute such agreement and accept Grant funds, if awarded, in the amount of Thirty Thousand Dollars (\$30,000), from The Play Equity Fund in support of play equity programming through RAP's Girls Play LA Soccer program at EXPO Center, subject to the approval of the Mayor and City Council;
3. Direct RAP staff to transmit a copy of the Grant documents to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and the City Clerk for Council Committee and City Council approval of the Grant pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
4. Designate RAP's General Manager or designee as the agent to conduct all negotiations, execute and submit all Grant documents, including but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the acceptance and use of Grant funds;

BOARD REPORT

PG. 2 NO. 22-250

5. Authorize RAP's Chief Accounting Employee or designee to establish the necessary account and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the Grant funds, if awarded, in the amount of Thirty Thousand Dollars (\$30,000) for Girls Play LA Soccer programming at EXPO Center; and
6. Authorize RAP's Chief Accounting Employee or designee to make any technical corrections as necessary to carry out the intent of this Board Report.

SUMMARY

In anticipation of the 2022 fall season, The Play Equity Fund invited RAP to submit an application for its Play Equity Fund Program Grant (Grant). The Play Equity Fund was established by the LA84 Foundation (LA84). The continued partnership between LA84 and RAP has provided aquatic and sports programs to economically disadvantaged youth throughout the City of Los Angeles for over twenty (20) years.

Girls Play LA (GPLA) was implemented in 2004, focusing on girls' sports throughout the City of Los Angeles' under-served communities. The GPLA program emphasizes an equitable distribution of resources with a focus on the most densely populated areas of the City that have a high percentage of youth and low household income. GPLA promotes equity for girls ages 8 to 15 by providing sports and fitness programs specifically for them. GPLA offers programs at more than 100 recreation facilities citywide providing a safe place where girls can play various sports under caring and supportive staff members. The program's mission is to get and keep girls involved in sports and healthy lifestyles while making friends, building self-esteem, and having fun. The GPLA program exists so that all girls can participate in sports and fitness activities, regardless of economic inequalities or cultural barriers.

Through the Grant, RAP will expand the 2022 GPLA Fall Soccer program at EXPO Center with a pilot leadership component that will reach high school girls ages 15 to 18 years old. The GPLA Fall 2022 Soccer League at EXPO Center will run between October 3rd and December 16th, with the leadership component occurring simultaneously, twice a week for six weeks during the league. This additional component seeks to ensure gender equity by creating pathways to improve female representation in the sports industry. The Grant funds, in the amount of Thirty Thousand Dollars (\$30,000), would support coaching, leadership workshops, nutrition, game personnel, field trip fees, and transportation. The goal is to serve approximately thirty (30) high school girls, ages 15 to 18, through this Grant. Through this Report, RAP requests authorization to execute the Grant Agreement and accept the Grant funds, if awarded.

BOARD REPORT

PG. 3 NO. 22-250

FISCAL IMPACT

Acceptance of this Grant does not require RAP to provide matching funds, and therefore would not impact RAP's, General Fund. The Grant provides essential funding that augments Girls Play LA programs for youth.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 2: Offer Affordable and Equitable Recreation Programming

Outcome No. 1: Improved health and social equity for young Angelenos

Outcome No. 2: Achieve and sustain gender parity in recreational program participation

This Report was prepared by Jennifer Sapone, Senior Management Analyst I, Program Grants Section.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Grant Agreement

The Play Equity Fund
2141 West Adams Boulevard
Los Angeles, CA 90018-2040

Project Name: ACI 2022 - GPLA Fall Soccer
Program at EXPO Center

GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the **PLAY EQUITY FUND** (the "Fund") and **City of Los Angeles Department of Recreation and Parks** (the "Grantee").

RECITALS

A. The Fund, a California nonprofit public benefit corporation, is organized for the purpose of aiding and assisting, through contributions and otherwise, the development and understanding of sport and promoting the role of sport in the human experience, and desires to make a grant to the Grantee in furtherance of that purpose.

B. The Grantee is willing to accept such grant on the terms and conditions of this Agreement.

TERMS & CONDITIONS

In consideration of the facts recited above and the mutual covenants, conditions and representations set forth herein, the parties agree and covenant as follows:

1. **Grant.** Subject to the provisions of this Agreement, the Fund hereby agrees to grant the sum of not more than **\$30,000** (the "Grant") to the Grantee for the purposes set forth on Schedule A attached hereto. If the Grant is payable over more than one year, notwithstanding any other statements in the Agreement or any Schedules thereto to the contrary, all funding for years subsequent to the initial year's funding are provisional awards to be awarded at the Fund's sole and absolute discretion and are also contingent upon (a) approval by the Fund's President and CEO; (b) availability of the funds; (c) receipt of satisfactory annual narrative and financial reports; and (d) receipt of satisfactory budgets and plans for the subsequent years' activities. The Fund shall have no obligation, to segregate or set aside any funds or assets for the payment of the Grant. Operational implementation of the Grant is the sole responsibility of the Grantee. Other than payment of the grant award, it is expressly understood that the Fund has no obligation to provide other or additional support for this or any other project or purposes. The Grantee shall use the Grant solely for the purposes, and for organizing, implementing and conducting the program (the "Program"), set forth on Schedule A attached hereto. Notwithstanding any other provision of this Agreement, the Grant shall be used only for a public purpose qualifying under Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), and neither the Grant nor the income therefrom may be used for purposes other than those so described. Subject to the provisions of Paragraphs 3 and 8 herein, the Grant shall be payable as set forth on Schedule B attached hereto. The Grantee covenants that it will hold all unexpended amounts of the Grant in interest-bearing bank accounts with the bank or banks set forth on Schedule B attached hereto. **The Grant will commence on date of approval July 18, 2022 and conclude on December 31, 2022.**

2. Program. As an inducement to the Fund to make the Grant, the Grantee has previously submitted a written proposal (the "Proposal") to the Fund, which Proposal includes a description of the Program. The Grantee acknowledges that the Grant is expressly made in reliance on the Proposal and a review of financial information and a final budget submitted by the Grantee. Accordingly, the Grantee shall notify the Fund immediately, in writing, of any material change in the facts set forth in the Proposal or in any other information or document submitted to the Fund. Without the advance written consent of the Fund, the Grantee shall not expend any part of the Grant or interest thereon whether for any purpose or item in excess of the amount budgeted for such purpose or item on the final budget for the Program submitted by the Grantee to the Fund.

3. Conditions to Grant. Except as such conditions may be waived in writing by the Fund, the Fund's obligations to make the Grant and, if the Grant is payable in installments, to pay each installment thereof shall be subject to each of the following conditions:

(a) All necessary approvals and consents to the payment of the Grant shall, to the satisfaction of the Fund, have been obtained and not revoked.

(b) No legal, administrative or other proceeding shall be pending that questions the legality of the Grant.

(c) The conditions set forth on Schedule C attached hereto shall have been fully satisfied.

4. Covenants of Grantee. The Grantee covenants with the Fund as follows:

(a) To repay any portion of the Grant which is not used for the purposes of the Grant.

(b) To submit to the Fund full and complete at least periodic reports, not less frequently than annual, on the manner in which the Grant is spent and the progress made in accomplishing the purposes of the Grant.

(c) To maintain records of receipts and expenditures and to make its books and records relating to the Grant available to the Fund at reasonable times.

(d) Not to use any of the Grant (i) to carry on propaganda, or otherwise to attempt, to influence legislation (within the meaning of Section 4945(d)(1) of the Code), (ii) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code), (iii) to make any grant which does not comply with the requirements of Section 4945(d)(3) or (4) of the Code or (iv) to undertake any activity for any purpose other than one specified in Section 170(c)(1) of the Code.

(e) In the performance of this Agreement, the expenditure of the Grant and the organization, implementation and conduct of the Program (i) to comply with all applicable laws, regulations and union agreements to which it is bound and (ii) not to discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry or political affiliation.

(f) Without the prior written approval of the Fund, and except for salaries specifically identified in the Proposal, not to transfer or pay, whether or not for value, any portion of the Grant to (i) any person or entity who directly or indirectly controls, is controlled by or is under common control with the Grantee, (ii) any person or entity who is an officer, employee, partner or trustee of, or serves in a similar capacity with respect to, the Grantee or (iii) any person or entity of which the Grantee or any of its officers, employees, partners or trustees is the beneficial owner of 5% or more of the equity interests therein.

(g) If the Grantee discovers that any of the Representations made by it in Section 5 below were not correct or should any facts change such that any of the representations made are no longer accurate, to provide the Fund immediate written notice of the same.

(h) If any significant losses, injuries or damages are sustained by or to any person or property, relating to the program being funded under this Agreement, to immediately notify the Fund in writing regarding the same.

5. Representations of Grantee. The Grantee represents and warrants to the Fund that:

(a) The Grantee is municipal corporation.

(b) This Agreement has been duly authorized, executed and delivered by the Grantee, and constitutes a legal, valid and binding obligation of the Grantee for the benefit of the Fund.

(c) All proceedings legally required to be taken by the Grantee in connection with the authorization of this Agreement and of the transactions related thereto, and all approvals, authorizations, consents and other orders of public boards or bodies as may be legally required to be obtained by the Grantee prior to the date hereof with respect to all or any of such matters, have been taken or obtained.

(d) The execution and delivery of this Agreement by the Grantee, and the performance by the Grantee of its obligations hereunder, do not (i) violate any provisions of the Articles of Incorporation, Bylaws or other governing instrument of the Grantee, (ii) violate any law, rule or regulation having applicability to the Grantee or any order, writ, judgment, decree, determination or award to which the Grantee is a party or (iii) result in the breach of or constitute a default under any agreement, lease or instrument to which the Grantee is a party or by which the Grantee is bound.

(e) No audit, investigation, proceeding or other inquiry is pending by the Internal Revenue Service, the Franchise Tax Board or the Attorney General of any state with respect to the Grantee or any affiliated organization in connection with this Grant, and no legal, administrative or other proceeding in connection with this Grant is pending that questions the legality of the Grant, except as is disclosed on Schedule C attached hereto.

(f) Grantee acknowledges that it has a written policy that addresses its commitment to keep children safe from sexual abuse by preventing, recognizing and

responding to situations both on and off the playing field that in any way compromises their safety.

6. Publicity. Grantee agrees to use its good faith efforts to promote its grantee/grantor relationship with the Fund through social media platforms including, but not limited to, Facebook, Twitter and YouTube in compliance with applicable policies, laws and regulations. Grantee agrees to provide name and email of organization's board members and key staff. The Fund will only use this information to communicate about its activities and will not share this information with others. All promotional and advertising materials, including announcements, brochures, publications, films, videotapes, exhibitions and visual materials, produced or authorized by the Grantee relating to the Program shall, to the extent directed by the Fund, give credit to the Fund at least as prominent as that given any other person, organization or entity which makes a grant or contribution of funds to the Grantee. The Fund shall have the right, but not the obligation, to review in advance and approve the contents of all press announcements issued by the Grantee, the planning of all press events, and the contents of all promotional and advertising materials relating to the Grant and the Program. The Fund may, in its discretion, also publish and distribute promotional materials relating to the Program and the Grant in coordination with the Grantee. The publication of such materials may include, but not be limited to, the Fund's website and social media (e.g. Facebook and Twitter). The Grantee and the Fund shall have no right to use any symbol, logo, trade name or trademark of each other without the other's advance written consent.

7. Reports and Records. The Grantee agrees to submit such reports, in addition to the reports required under Paragraph 4(b) hereof, as may be requested by the Fund, in such form as the Fund may prescribe at reasonable intervals, relating to the Grantee's performance of or ability to fulfill its obligations under this Agreement. Notwithstanding the foregoing, the Grantee shall timely submit such reports as are described on Schedule D attached hereto. The Grantee shall maintain complete, accurate and current records of all income and expenses relating to the Program and the Grant. During the term of this Agreement and at any time within five (5) years thereafter, the Grantee shall maintain and make such records available upon request to the Fund for review, copying and audit. In addition, the Grantee agrees to cooperate fully with the Fund, and to allow the Fund and any person designated by it full and complete access to the facilities, activities and operations of the Grantee, for the purpose of auditing, monitoring and evaluating the Program, the Grant and the compliance of the Grantee with the terms and conditions of this Agreement.

8. Termination. The Fund shall have the right to terminate this Agreement and the Grant at its sole and absolute discretion, with or without cause. Upon termination of this Agreement by the Fund, the Fund shall be relieved from making any further payments to the Grantee in regard to the Grant. In the event the termination is pursuant to a determination by the Fund that the Grantee (a) has misrepresented any material fact or supplied false or misleading material information to the Fund in the Proposal or otherwise in regard to this Agreement or the Grant, (b) has diverted any payments made under this Agreement to a purpose other than that permitted hereunder, (c) has failed to maintain or provide any material records or reports required to be maintained or provided hereunder or (d) has terminated, abandoned, cancelled or substantially altered, or is likely to terminate, abandon, cancel or substantially alter, the Program, the Fund may require the Grantee to refund any or all payments of the Grant heretofore made. The foregoing remedies of the Fund are in addition to any other remedies provided by law, and all such remedies shall be cumulative and not exclusive.

9. No Liability. The Grantee shall, to the fullest extent permitted by law, indemnify, defend and hold the Fund (along with its officers, directors, employees and agents) harmless from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the Grantee, its employees, or agents, in any manner arising out of or incident to the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Program or any other program or activity of Grantee which is funded by this Grant. IN NO CASE SHALL THE FUND BE LIABLE TO THE GRANTEE OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES. The Fund shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee. It is expressly understood by the parties that no director, member, officer, employee or other representative of the Fund shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement or any subsequent agreement between the parties regarding the subject matter hereof. The parties agree that the liability of the Fund hereunder shall be limited to the payment of the Grant pursuant to the terms and conditions of this Agreement. Any contracts entered into or other obligations or liabilities incurred by the Grantee in connection with the Program or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and the Fund shall have no obligation or liability whatsoever thereunder or with respect thereto.

10. Insurance. The Grantee represents and warrants that, as a self-insured entity, (a) it is, and will continue to be, adequately insured against all risks, including such risks as would be covered by fire and property damage, worker's compensation, automobile and comprehensive general liability insurance, and professional liability with respect to the conduct of the Program and all other programs and activities of the Grantee and (b) the premises and facilities of third parties where the Grantee conducts and will conduct its programs and activities also are and will be so adequately insured, except as expressly set forth on Schedule C attached hereto. Schedule C shall serve as applicable insurance and additional insurance provisions that the Grantee shall provide to the Fund. As constituted by this agreement, the Grantee shall furnish the Fund evidence of self-insurance satisfactory to the Fund.

11. Other Provisions. This Agreement and the Proposal together constitute the entire agreement of the parties with respect to the subject matter hereof, and the provisions hereof and thereof have superseded any and all prior and contemporaneous agreements or understandings relating to the matters specifically addressed herein or therein. Failure or inability of either party to enforce any right hereunder shall not waive any right with respect to any other or future rights or occurrences, nor shall waiver of any condition or right in any instance be deemed a waiver of any condition or right in any other instance. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding in addition to any other relief to which it may be entitled. This Agreement and the Grantee's rights, duties and obligations hereunder may not be assigned by the Grantee without the prior written consent of the Fund. Any attempt at assignment shall be void and a material breach of this Agreement by the Grantee. This 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. The Schedules attached hereto are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.

12. Amendments and Modifications. This Agreement may be amended or modified only by a written instrument executed by the Fund and by the Grantee.

Notwithstanding the foregoing, modifications to the scope of the Program, alterations in the funding schedule, revisions to the Proposal and other changes to the terms and conditions of this Agreement set forth on the Schedules attached hereto may be effectuated by the substitution of replacement Schedule(s), provided that such replacement Schedule(s) are executed by both the Fund and the Grantee.

13. Survival. The obligations set forth in Sections 7, 9, 11, 14, 15 and 16 shall survive the termination of this Agreement.

14. Notice. All notices, requests or consents required or permitted under this Agreement shall be in writing and shall be given to the other party by personal delivery, overnight delivery, e-mail delivery, or regular certified mail, sent to such party's address as is set forth below such party's signature hereto or to any other address as any party to whom notice is to be given may have previously furnished to the other as set forth in this provision. Each such notice, request or consent shall be deemed effective upon receipt.

15. Confidentiality. The parties acknowledge that the Grantee and the Fund, in connection with this Agreement, may acquire certain Confidential Information (as defined below) related to the other party. Grantee and the Fund shall not divulge or disclose, without the other party's prior written approval, nor use for the benefit of any person or entity other than the receiving party, any Confidential Information that may become known to the receiving party by reason of this Agreement or otherwise. Grantee and the Fund further agree to prevent its agents and employees from divulging or disclosing any such Confidential Information or from using such Confidential Information for the benefit of any person or entity other than the Grantee or the Fund. "Confidential Information" shall include, but not be limited to, the existing or future services, products, operations, management, business, financial information, goals, profits, billings, referral, research services, strategies, technology, trademarks, know-how, member lists and objectives of the Grantee or the Fund, except to the extent that such release of such information was authorized by the disclosing party, or such information is generally available or known to the public or becomes known to the public through means other than a breach of this Agreement or by any person or entity having an obligation to keep such information confidential, or such information is otherwise required to be disclosed or is not exempt from disclosure under applicable law, including the California Public Records Act. All information which the Grantee or the Fund acquires or becomes acquainted with during the term of this Agreement, whether developed by Grantee or the Fund or by others, which the receiving party has a reasonable basis to believe to be Confidential Information, or which is treated by the disclosing party as being Confidential Information, shall be presumed to be Confidential Information.

16. Independent Contractor. The Grantee is an independent contractor, and nothing herein shall be construed to create an employment, joint employment, partnership, joint venture, agency, or any other kind of relationship between Grantee and the Fund. In no event shall the Grantee or its employees, independent contractors, or agents, if any, be considered employees of the Fund. The Grantee shall not have, nor shall the Grantee claim or imply that the Grantee has, any authority to enter into any obligation on behalf of, or binding upon, the Fund. The Grantee is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, workers' compensation insurance. The Grantee and its employees are not eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, of the Fund.

17. Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” signature page were an original thereof.

18. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration before an experienced arbitrator licensed to practice law in California in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “Association”) in Los Angeles, California. The arbitration decision shall be final and binding upon the parties and may be entered as a judgement in any court of competent jurisdiction. In addition to the aware of any other remedy or relief, the prevailing party in any such arbitration proceeding shall be entitled to his or its reasonable attorneys’ fees and costs (including, without limitation, arbitrators’ fees, Association fees and related fees) incurred in connection with such proceeding.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement on _____, 2022.

GRANTEE:

**City of Los Angeles Department of
Recreation and Parks
221 N. Figueroa Street, Suite 200
Los Angeles, CA 90012**

FUND:

**PLAY EQUITY FUND
2141 West Adams Blvd.
Los Angeles, CA 90018**

BY:

Belinda Jackson
Acting Assistant General Manager

BY:

Renata Simril
President & CEO

SCHEDULE A

DESCRIPTION OF PROGRAM AND PURPOSES:

The purpose of this grant to **City of Los Angeles Department of Recreation and Parks** is to support a leadership component of a girls Fall Soccer league to ensure gender equity is achieved to improve female representation.

The program description and budget are attached hereto and incorporated herein by this reference.

PROPOSAL:	ACI 2022 - GPLA Fall Soccer Program at EXPO Center
NAME OF ORGANIZATION:	City of Los Angeles Department of Recreation and Parks
AMOUNT AWARDED:	\$30,000

PROGRAM DESCRIPTION:

The purpose of this Grant to the City of Los Angeles Department of Recreation & Parks – EXPO Center for the 2022 LA84 Foundation Play Equity Fund Funding Opportunity is to augment the City of Los Angeles Department of Recreation & Parks – EXPO Center’s existing GPLA Fall Soccer Program at the EXPO Center. EXPO Center’s GPLA Fall Soccer Program seeks to pilot a leadership component for its Fall Soccer League to prepare high school girls for college admission and encourage girls to explore career pathways in the sports industry. The leadership component will be added to the GPLA program to ensure gender equity is achieved by creating pathways to improve female representation and reach girls ages 15-18.

BUDGET SUMMARY

	PLAY EQUITY FUND
PROGRAM ADMINISTRATION:	\$30,000
TOTAL:	\$30,000

SCHEDULE B

The funding schedule set forth below constitutes an estimate of the Grantee's need for funds based upon the Proposal. The amounts and timing of the payment of installments of the Grant as set forth in such funding schedule are subject to change, in the discretion of the Fund, in the following circumstances:

1. Reports required by Paragraph 7 of the Grant Agreement and/or by Schedule D attached thereto are not submitted in a timely manner or with all required information.
2. The Program is modified, enhanced, reduced or otherwise altered in any substantive manner without the prior written approval of the Fund.
3. The Fund determines that cost savings may be achieved through utilization of other resources or the Fund's purchase requisition procedures for equipment and other items required by the Program.
4. The Grant is terminated pursuant to Paragraph 8 of the Grant Agreement.

FUNDING SCHEDULE:

AMOUNT	DUE DATE
\$30,000	Upon Executed Grant Agreement

* An initial advance payment can be made at the discretion of Fund Staff in consultation with grantee. Subsequent payments will be made after the grantee submission of Progress Reports to be reviewed and approved by Fund prior to payment authorizations. The total grant funds released based on Grantee submitted Progress Reports may be less than the approved grant, but in no case shall the total payment exceed \$30,000.

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BANK(S) IN WHICH GRANT FUNDS ARE TO BE HELD:

ACCOUNT #: (insert information here)

BANK NAME AND ADDRESS:

(insert information here)

MAIL CHECK TO:

City of Los Angeles Department of Recreation and Parks
c/o Belinda Jackson, Acting Assistant General Manager
221 N. Figueroa Street, Suite 200
Los Angeles, CA 90012

SCHEDULE C

ADDITIONAL CONDITIONS PRECEDENT TO GRANT:

INSURANCE REQUIREMENTS GRANT

Grantee shall furnish the foundation evidence of self-insurance:

SCHEDULE D

REPORTS TO BE FURNISHED:

Final Report*	2/3/2023
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- * Final Report forms are available on the Fund grantee portal (<https://www.grantinterface.com/Home/Logon?urlkey=LA84>) . Failure to submit a final report will impact the organization's ability to obtain a grant in the future.

SCHEDULE E

OTHER TERMS AND CONDITIONS:

The PLAY EQUITY Fund shall have the right to approve all publicity in connection with the Grant in advance of publication and Grantee shall submit to the Fund any such proposed materials for approval prior to their release.

The Fund may, in its discretion, also publish and distribute promotional materials relating to the Program and the Grant upon prior approval by the Grantee. The publication of such materials may include, but not be limited to, the Fund's website and social media tools (e.g., Facebook and Twitter).