

REPORT OF GENERAL MANAGER

APPROVED
JUN 06 2011

NO. 11-165

DATE June 6, 2011

**BOARD OF RECREATION
and PARK COMMISSIONERS**

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LA84 FOUNDATION – SUMMER SWIM 2011 – RETROACTIVE ACCEPTANCE OF GRANT FUNDS

R. Adams _____	K. Regan _____
H. Fujita _____	M. Shull _____
*V. Israel <u>(Signature)</u>	N. Williams _____

(Signature)
General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Authorize the General Manager to accept and receive the \$85,000 grant award from the LA84 Foundation, subject to the approval of the Mayor and the City Council;
2. Direct the Board Secretary to transmit forthwith a copy of the grant acceptance to the Mayor, and to the City Clerk for committee and City Council approval, pursuant to the Administrative Code Section 14.6 et seq. as may be amended;
3. Authorize the General Manager to negotiate and execute the resulting grant agreement and any subsequent amendments thereto, subject to approval as to form by the City Attorney; and,
4. Authorize the Department's Chief Accounting Employee to establish the necessary account within "Recreation and Parks Grant" Fund 205 to accept grant from the LA84 Foundation in the amount of \$85,000 for the Summer Swim Program 2011.

SUMMARY:

At its meeting of February 16, 2011, the Board approved the submission of a grant application to the LA84 Foundation in the amount of \$85,000 for the Summer Swim Program 2011 (Board Report No. 11-060). Subsequently, the LA84 Foundation notified the Department on April 19, 2011, that the Summer Swim Program received the \$85,000 grant.

REPORT OF GENERAL MANAGER

PG. 2 NO. 11-165

As a result, the Department is requesting authority to accept the \$85,000 grant award from the LA84 Foundation. Through the generosity of the LA84 Foundation, the Department has conducted enhanced summer swim programs for more than 20 years. The goal of the program is to serve the entire City of Los Angeles by offering a positive opportunity for the participants' social and physical well-being, while increasing their knowledge of aquatic safety.

This grant will provide two components: "scholarships" that provide free swim lessons; and "sponsorships" that provide participation on one of the aquatic competitive sports teams. Approximately, 1,200 youths, ages 7 to 17, are projected to be served by this grant program. As a competitive component for the Summer Swim Program, qualified participants will be able to compete in any one of the following competitions: Summer Swim Festival, Diving Festival, Synchronized Swim Festival and/or the Water Polo Tournament.

FISCAL IMPACT STATEMENT:

The acceptance of this grant does not require a match and provides needed funding for additional aquatic services to youth. There is no fiscal impact to the Department's General Fund.

This report was prepared by Alexa Esparza, Senior Management Analyst, Grants Administration.

5/25/2011

LA84 Foundation - Summer Swim

LA84 Foundation - Summer Swim

Agency Information

Please Enter Your Agency's Information Below

Name of Agency

City of Los Angeles, Department of Recreation and Parks

Address

3401 Riverside Drive

City

Los Angeles

Zip Code

90027

Agency Website

www.laparks.org

Primary Contact Information

Prefix

<None >

First Name

Patricia

Last Name

Delgado

Title

Aquatic Director

Office Phone

(323) 906-7953

Cell Number (Or Alternative Number)

5/25/2011

LA84 Foundation - Summer Swim

E-mail

trish.delgado@lacity.org

Names of Agency's Legal Signatory(ies) and Titles (if different from Contact Person)

Jon Kirk Mukri
General Manager

Background

Please indicate which aquatic sports programs are offered by your agency?

(check as many as apply)

Learn To Swim
Swimming
Diving
Synchronized Swimming
Water Polo

When will your pools open for 2011?

06/25/2011

When will your pools close for 2011?

08/28/2011

What is your current fiscal year budget for youth aquatics (ages 6-17 years old)?

6,500,000

How many aquatics coaches and administrators for the LA84 Summer Swim Program do you have?

600

How many unduplicated youth will you serve in your agency's summer programming in 2011?

Count each youth once regardless of their participation in multiple aquatic sports

12,000

in your agency, how many unduplicated youth will be served as a result of the LA84 Foundation's 2011 Summer Swim Program?

1,375

Youth Aquatics Program Description

How many pools in your municipality will be open to the public in 2011?

Of those pools, how many will participate in the LA84 Foundation Summer Swim 2011 program?

49

Please select the areas where your program serves

Select as many as apply

Los Angeles County

How many instructors and/or lifeguards do you have? What is the instructor and lifeguard to athlete ratio? Please indicate if there are any existing policies or regulations that impact the instructor/lifeguard staffing?

Approximately 700 - 800 lifesaving staff
Swim Lessons 1 instructor to 15 participants
Swim Team 1 coach to 30 participants
Water Polo 1 coach to 20 participants
Diving 1 coach to 15 participants
Synchronized swimming 1 coach to 15 participants

Who are the key staff members leading the program and what experience do they have working with youth and aquatics programs?

Water Polo - Walter Tobar, Richard Rincon
Diving - Michael Shanto
Swimming - Steve Steward
Synchronized Swimming - Ghenwa Haddad, Margaret Dyser - Ramirez

Full time Aquatic Facility Managers with previous coaching and coordinating experience.

If relevant, briefly list and describe the role of partner organizations.

Kaiser Permanente is a partner organization with Citywide Aquatics, providing grant funding for the "Operation Splash" swim program. Operation Splash funding provides swim lesson sponsorships at urban impacted facilities and partial sponsorship for the Junior Guard program.

What challenges do you anticipate in implementing the program this year? How will these be addressed?

Currently the City and the Department are facing unprecedented budgetary shortfalls which are expected to have a serious impact in the coming months. In anticipation, staffing and scheduling of classes and events have been meticulously planned in order to ensure program success. Additionally, since staying within budget is equally

5/25/2011

LA84 Foundation - Summer Swim

Imperative we are focusing on best practices to improve efficiency. It is our belief that having many years of experience in providing these services will allow us to effectively mitigate any challenges, thereby allowing us to provide the same level of service even in a difficult fiscal climate.

What else would you like to share with us about your program or the community that this request will serve? Feel free to use specific examples.

The City of Los Angeles has been a long standing partner with LA 84. The partnership has provided opportunities for youth to learn to swim and participate in team competitions. Due to the outstanding partnership in the past Citywide Aquatics is able to fulfill its mission in providing water safety education through swim lessons to the communities served. Past team sport participants have become part time lifesaving staff for Citywide Aquatics as well as full time staff.

Learn-to-Swim Program Request

Please complete this page in it's entirety if you are requesting support for a Learn-to-Swim program. If you are not requesting support for your Learn-to-Swim program, please go to the next page.

Approximately how many unduplicated youth will participate during the grant period?

275

How long is the program?

(weeks)

4-6

Do you charge a fee?

Yes

If you charge a fee, how much does it cost to participate?

40.00

What does the fee include?

Lesson Instruction. Ten 25 minutes of instruction.

Do you offer financial assistance?

<None >

What is the average amount of financial assistance provided?

Swim Team Program Request

Please complete this page in it's entirety if you are requesting support for a Swim Team. If you are not requesting support for your Swim Team, please go to the next page.

Approximately how many unduplicated youth will participate during the grant period?

625

How long is the program?

(weeks)

7-10

Do you charge a fee?

Yes

If you charge a fee, how much does it cost to participate?

40.00

What does the fee include?

Instruction, competition, awards, participation award, and team t shirt.

Do you offer financial assistance?

<None >

What is the average amount of financial assistance provided?

Water Polo Program Request

Please complete this page in its entirety if you are requesting support for Water Polo. If you are not requesting support for Water Polo, please go to the next page.

Approximately how many unduplicated youth will participate during the grant period?

125

How long is the program?

(weeks)

7-10

Do you charge a fee?

Yes

If you charge a fee, how much does it cost to participate?

40.00

What does the fee include?

Instruction, competition, awards, participation award, and team t shirt

Do you offer financial assistance?

<None>

What is the average amount of financial assistance provided?

Synchronized Swimming Program Request

Please complete this page in its entirety if you are requesting support for Synchronized Swimming. If you are not requesting support for Synchronized Swimming, please go to the next page.

Approximately how many unduplicated youth will participate during the grant period?

150

How long is the program?

(weeks)

7-10

Do you charge a fee?

Yes

If you charge a fee, how much does it cost to participate?

40.00

What does the fee include?

Instruction, competition, awards, participation award, and team t shirt

Do you offer financial assistance?

<None >

What is the average amount of financial assistance provided?

Dive Program Request

Please complete this page in it's entirety if you are requesting support for Dive. If you are not requesting support for Dive, please go to the next page to attach your pool listing and budget request.

Approximately how many unduplicated youth will participate during the grant period?

100

How long is the program?

(weeks)

7-10

Do you charge a fee?

Yes

If you charge a fee, how much does it cost to participate?

40.00

What does the fee include?

Competition, instruction, awards, participation award, and team t shirt.

Do you offer financial assistance?

<None>

What is the average amount of financial assistance provided?

Attachments

Title	File Name
Budget Forms	SS11 BudgetForms City of Los Angeles(1).xlsx
List of Participating Pools	SS11AppPoolListingFormClty of Los Angeles.xlsx
Equipment Bids	Lincoln sales quote SQ25914.pdf

Files attached to this form may be deleted 120 days after submission.



LA84 Foundation
 2011 Summer Swim Program
 Budget Request
 Staff Shirts and Hats

Fill out only the sections in yellow.

Number of Summer Swim Program Staff: 700 - 800

Staff Lifeguard Shirts	Qty	Price per Shirt	Total Cost (incl 9.75% tax)
Small	50.00	5.50	301.81
Medium	250.00	5.50	1,509.06
Large	350.00	5.50	2,112.69
XL	100.00	5.50	603.63
XXL		7.00	
TOTAL SHIRTS	750.00		4,527.19

Staff Lifeguard Hats	Qty	Price per Hat	Total Cost (incl 9.75% tax)
Small	300.00	3.45	1,135.91
Medium		3.45	
Large		3.45	
XL		3.45	
XXL		3.45	
TOTAL HATS	300.00		1,135.91

TOTAL Staff Shirts and Hats Request: 5,663.10

Please describe what your agency's policy is on shirt distribution, e.g. Quantity of shirts per person? Who receives shirts? In your narrative, please include a description of how your agency distributes shirts and what policies are in place for how your staff wear the shirts.

Lifesaving staff are issued two t shirts per season (summer, off season) for a total of 4 shirts per year. The City of Los Angeles employs approximately 700 - 800 lifesaving staff per summer and 500 in the off season. When a Lifeguard Recruit completes the academy they receive their initial issuance. Returning staff uniform pickup is at the central warehouse on an assigned date and time. Staff signs a roster of issuance. Full time Aquatic Facility Managers are issued four t shirts per year. Lifesaving staff must not wear their t shirts off site grounds and must wear their t shirt in the appropriate manner when working at the facility or in a coaching capacity.

Cap Ring	S & R	Coordinator	Water Polo	To secure the competition water polo caps.	4	17.96	7.0044	0	78.84
Mikasa Varsity Men's Ball	Lincoln	Coordinator	Water Polo	Each year round facility will receive two balls. The remainder	48	18.45	86.346		971.95
Water Polo Caps	Lincoln	Coordinator	Water Polo	Competition Caps (one set blue, one set white)	2	138.5	27.0075		304.01
Mikasa Varsity Junior Ball	Lincoln	Coordinator	Water Polo	Each year round facility will receive two balls. The remainder	48	18.45	86.346		971.95
Mikasa Varsity Women's Ball	Lincoln	Coordinator	Water Polo	Each year round facility will receive two balls. The remainder	48	18.45	86.346		971.95
Mikasa Travel ball bag	Lincoln	Coordinator	Water Polo	To store and carry game balls	2	21.5	4.1925		47.19
Latex Nose Clips (Black)	Lincoln	Coordinator	Synchro	To give to each participant enrolled in the synchro program	400	1.35	52.65		
Water Polo Score Books		Coordinator	Water Polo	Scorebooks to be used for the water polo matches	20	9.5	18.525		209.53
								SHIPPING	

*The LAB4 Foundation reserves the right to select a vendor other than the other recommended by the agency

Total Equipment Request:

3,554.41



LA84 Foundation
2011 Summer Swim Program
Budget Request
Scholarships

Organization Name: City of Los Angeles

<u>Type of Aquatic Sport Scholarship</u>	<u>Name(s) of Pool Scholarships Distributed</u>	<u>Number of Scholarships</u>	<u>Cost Per Scholarship</u>	<u>Total Cost</u>
Learn-to-Swim	See Attached List	275.00	40	11,000.00
Swim		625.00	35	21,875.00
Dive		100.00	35	3,500.00
Water Polo		125.00	35	4,375.00
Synchronized Swimming		150.00	35	5,250.00
				-
				-
Synchronized Swimming	Spring session year round facilities	75.00	35	2,625.00
Water Polo	Spring session year round facilities	75.00	35	2,625.00
				-
				-
Total Scholarship Request				51,250.00

**LA84 Foundation
2011 Summer Swim Program
Budget Request
Personnel**

Organization Name: City of Los Angeles

Position Title	Brief Description of Role	Name of Pool Staffed	% spent per Discipline/Event	# of Hours	Cost per Hour (include benefits)	Total Cost
AFM	Site Supervisor Clinic	JC Argue Swim Stadium	<input type="checkbox"/> Learn to Swim			-
			<input checked="" type="checkbox"/> Swim Team	6.00	35	210.00
			<input type="checkbox"/> Water Polo			-
			<input type="checkbox"/> Synchro Swimming			-
AFM	Site Supervisor Festival	JC Argue Swim Stadium	<input type="checkbox"/> Dive			-
			<input type="checkbox"/> Summer Swim Festival			-
			<input type="checkbox"/> Learn to Swim			-
			<input checked="" type="checkbox"/> Swim Team	8.00	20	160.00
Lifeguard	Lifesaving for Clinic	JC Argue Swim Stadium	<input type="checkbox"/> Water Polo			-
			<input type="checkbox"/> Synchro Swimming			-
			<input type="checkbox"/> Dive			-
			<input type="checkbox"/> Summer Swim Festival			-
AFM	Site Supervisor Festival	JC Argue Swim Stadium	<input type="checkbox"/> Learn to Swim			-
			<input checked="" type="checkbox"/> Swim Team	12.00	35	420.00
			<input type="checkbox"/> Water Polo			-
			<input type="checkbox"/> Synchro Swimming			-
AFM	Site Supervisor Festival	JC Argue Swim Stadium	<input type="checkbox"/> Dive			-
			<input type="checkbox"/> Summer Swim Festival			-
			<input type="checkbox"/> Learn to Swim			-
			<input checked="" type="checkbox"/> Swim Team	12.00	25	300.00
AFM	Site Supervisor Festival	JC Argue Swim Stadium	<input type="checkbox"/> Water Polo			-
			<input type="checkbox"/> Synchro Swimming			-

Pool Manager	Staff Supervisor Festival	JC Argue Swim Stadium	Dive						
			Summer Swim Festival						
Lifeguard	Lifesaving for Festival	JC Argue Swim Stadium	Learn to Swim						
			X Swim Team	120.00		20	2,400.00		
			Water Polo						
			Synchro Swimming						
			Dive						
			Summer Swim Festival						
			Learn to Swim						
			X Swim Team	48.00		18	864.00		
			Water Polo						
			Synchro Swimming						
Recreation Ass't.	Recreation and Aquatic	JC Argue Swim Stadium	Dive						
			Summer Swim Festival						
			Learn to Swim						
			X Swim Team	72.00		16	1,152.00		
			Water Polo						
			Synchro Swimming						
			Dive						
			Summer Swim Festival						
			Learn to Swim						
			X Swim Team						
Lockerroom Attenda	Facility Maintenance bef	JC Argue Swim Stadium	Dive						
			Summer Swim Festival						
			Learn to Swim						
			X Swim Team	40.00		20	800.00		
			Water Polo						
			Synchro Swimming						
			Dive						
			Summer Swim Festival						
			Learn to Swim						
			X Swim Team						
Lifeguard	Overnight watch of equip	JC Argue Swim Stadium	Summer Swim Festival						
			Learn to Swim						
			Swim Team						
			X Water Polo	150.00		25	3,750.00		

Pool Manager	Water Polo Coordination	JC Argue Swim Stadium	___ Synchro Swimming			-
			___ Dive			-
			___ Summer Swim Festival			-
			___ Learn to Swim			-
			___ Swim Team			-
Pool Manager	Provide supervision coa	JC Argue Swim Stadium	X ___ Water Polo	6.00	25	150.00
			___ Synchro Swimming			-
			___ Dive			-
			___ Summer Swim Festival			-
			___ Learn to Swim			-
Lifeguard	Lifesaving for Clinic	JC Argue Swim Stadium	___ Swim Team			-
			X ___ Water Polo	12.00	20	240.00
			___ Synchro Swimming			-
			___ Dive			-
			___ Summer Swim Festival			-
Clinicians	Provide Instruction Clini	JC Argue Swim Stadium	___ Learn to Swim			-
			___ Swim Team			-
			X ___ Water Polo	12.00	30	360.00
			___ Synchro Swimming			-
			___ Dive			-
AFM	Site Supervision Festiva	JC Argue Swim Stadium	___ Summer Swim Festival			-
			___ Learn to Swim			-
			___ Swim Team			-
			X ___ Water Polo	10.00	35	350.00
			___ Synchro Swimming			-
			___ Dive			-
			___ Summer Swim Festival			-
			___ Learn to Swim			-
			___ Swim Team			-
			X ___ Water Polo	32.00	20	640.00

Lifeguard	Lifeguarding for Festival	JC Argue Swim Stadium	Synchro Swimming				-
			Dive				-
Lockerroom Attenda	Maintenance before, dur	JC Argue Swim Stadium	Summer Swim Festival				-
			Learn to Swim				-
			Swim Team				-
			X Water Polo	32.00	16	512.00	
			Synchro Swimming			-	
			Dive			-	
			Summer Swim Festival			-	
			Learn to Swim			-	
			Swim Team			-	
			X Water Polo	24.00	18	432.00	
Pool Clerk	Work scoretable Festiva	JC Argue Swim Stadium	Synchro Swimming				-
			Dive				-
			Summer Swim Festival				-
			Learn to Swim				-
			Swim Team				-
			X Water Polo	16.00	18	288.00	
			Synchro Swimming			-	
			Dive			-	
			Summer Swim Festival			-	
			Learn to Swim			-	
Recreation Ass't.	Recreation and Aquatic	JC Argue Swim Stadium	Summer Swim Festival				-
			Learn to Swim				-
			Swim Team				-
			X Water Polo	450.00	25	11,250.00	
			Synchro Swimming			-	
			Dive			-	
			Summer Swim Festival			-	
			Learn to Swim			-	
			Swim Team			-	
			X Water Polo	16.00	18	288.00	
Referee	Referee all water polo ga	JC Argue Swim Stadium	Summer Swim Festival				-
			Swim Team				-

				Water Polo			-
				Synchro Swimming			-
				Dive			-
				Summer Swim Festival			-
				Learn to Swim			-
				Swim Team			-
				Water Polo			-
				Synchro Swimming			-
				Dive			-
				Summer Swim Festival			-
				Learn to Swim			-
				Swim Team			-
				Water Polo			-
				Synchro Swimming			-
				Dive			-
				Summer Swim Festival			-
				Learn to Swim			-
				Swim Team			-
				Water Polo			-
				Synchro Swimming			-
				Dive			-
				Summer Swim Festival			-
				Learn to Swim			-
				Swim Team			-
				Water Polo			-
				Synchro Swimming			-
				Dive			-
				Summer Swim Festival			-
				Learn to Swim			-

				Swim Team			-
				Water Polo			-
				Synchro Swimming			-
				Dive			-
				Summer Swim Festival			-
				Learn to Swim			-
				Swim Team			-
				Water Polo			-
				Synchro Swimming			-
				Dive			-
				Summer Swim Festival			-
				Learn to Swim			-
				Swim Team			-
				Water Polo			-
				Synchro Swimming			-
				Dive			-
				Summer Swim Festival			-

Total Personnel Request 1,062.00 24278

Discipline/Event Subtotals:

Learn to Swim	-
Swim Team	-
Water Polo	-
Synchro Swimming	-
Dive	-
Summer Swim Festival	-



SALES QUOTE

Sales Quote Number: SQ25914

Sales Quote Date: 01/31/11

Page: 1

Sell

To: LA84 Foundation
Jalal
2141 West Adams Blvd
Los Angeles, CA 90018

Ship

To: Los Angeles Citywide Aquatics
LA84 Foundation
Attn: Trish Delgado
3900 Chevy Chase Drive
Los Angeles, CA 90039

Ship Via FOB-Origin
Terms Net 30 Days
SalesPerson Larry Pfoutz

Customer ID AAF8
Cust Phone 323/730-4600
Cust Fax 323/730-9637

Item No.	Description	Unit	Quantity	Unit Price	Total Price
62-057	Mikasa Varsity men's ball	EACH	48	18.45	885.60
62-012	Finis Water Polo cap set, adult, navy	EACH	1	138.50	138.50
62-012	Finis Water Polo cap set, adult, white	EACH	1	138.50	138.50
62-105	Mikasa Varsity junior ball, red	EACH	48	18.46	885.60
62-058	Mikasa Varsity women's ball	EACH	48	18.45	885.60
62-140	Mikasa travel ball bag	EACH	2	21.15	42.30
58-125	Sportline 220 stopwatch	EACH	50	9.95	497.50
57-010	Please specify black or yellow when ordering. Laxto nose clip	EACH	400	1.35	540.00
	Please specify size when ordering. Small, Medium, or Large				
	Transferred to page 2.....				4,013.60



SALES QUOTE

Sales Quote Number: SQ25914
 Sales Quote Date: 01/31/11
 Page: 2

Sell
 To: LA84 Foundation
 Jajal
 2141 West Adams Blvd
 Los Angeles, CA 90018

Ship
 To: Los Angeles Citywide Aquatics
 LA84 Foundation
 Attn: Trish Delgado
 3900 Chevy Chase Drive
 Los Angeles, CA 90039

Ship Via FOB-Origin
 Terms Net 30 Days
 SalesPerson Larry Pfoutz

Customer ID AAF8
 Cust Phone 323/730-4600
 Cust Fax 323/730-9637

Item No.	Description	Unit	Quantity	Unit Price	Total Price
		Transferred from page 1.....			4,013.60
62-000	Waterpolo Scorebook	EACH	20	9.50	190.00
62-000	Water Polo Cap Ring	EACH	4	21.15	84.60
ESTIMATED	Freight	EACH	1	50.00	50.00

PLEASE NOTE: Although we strive to be as close as possible, the freight charges listed here are estimates only. Due to fluctuations in the fuel market freight estimates can't be guaranteed. You will be invoiced the actual freight that Lincoln is billed by the shipper once the shipment is made. This does not include additional charges such as liftgate / residential / school construction site / military delivery, or notification before delivery.

Visit us on-line at: www.lincolnaquatics.com
 Phone us at: 800-223-5450

To expedite orders, please include Quote Number with purchase order.
 Price quotes good for 30 Days. Orders placed after 30 days may be re-quoted. Freight is Estimated only and is subject to change.

Submitted by: _____ Accepted by: _____

Amount Subject to Sales Tax	4,288.20	Amount Exempt from Sales Tax	50.00	Subtotal:	4,338.20
				Invoice Discount:	0.00
				Total Sales Tax:	418.10
				Total:	4,756.30

2011 SUMMER SWIM PROGRAM POOL FACILITIES - Presented by LA84 Foundation

Pool Name	Address	City	Zip Code	Phone	Swim	WP	Synchro	Dive	Learn2Swim
Seasonal Facilities									
Patricia Delgado	3401 Riverside Dr.	Los Angeles	90027	(323) 906-7953	•	•			•
109th Street	1500 E. 109th Street	Los Angeles	90059	(323) 789-2731	•				
Algin Sutton	8800 S. Hoover Street	Los Angeles	90044	(323) 789-2826	•		•		
Central	1357 E. 22nd Street	Los Angeles	90011	(213) 765-0565	•		•		
Cheviot	2693 Motor Ave.	Los Angeles	90064	(310) 202-2844	•		•		•
Costello	3121 E. Olympic Blvd.	Los Angeles	90023	(323) 526-3073	•		•		
Downey	1775 N. Spring Street	Los Angeles	90031	(213) 304-0828	•				
Echo Shallow	1632 Bellevue Avenue	Los Angeles	90026	UNKWN					
Fernanges	8851 Laurel Canyon Blvd.	Sun Valley	91352	(818) 771-0986	•		•	•	
Granada Hills	16730 Chatsworth Street	Granada Hills	91344	(818) 360-7107	•		•	•	
Green Meadows	431 E. 89th Street	Los Angeles	90003	(323) 789-2726	•				
Griffith	3401 Riverside Dr.	Los Angeles	90027	(323) 644-6878	•		•		
Harbor	1221 N. Figueroa Place	Wilmington	90744	(310) 835-6590	•		•		
Highland	6150 Piedmont Ave.	Los Angeles	90042	(323) 226-1669	•		•		
Hollywood	1122 Cole Ave.	Los Angeles	90038	(323) 957-4501	•		•		
Lanark	21817 Strathern	Canoga Park	91304	(818) 887-1745	•		•	•	
Jackie Tatum Harvard	6120 Denker Ave.	Los Angeles	90047	(323) 753-2197	•		•	•	
Mar Vista	11655 Palms Blvd.	Los Angeles	90066	(310) 390-2016	•		•	•	•
North Hollywood	5301 Tujunga Ave.	North Hollywood	91601	(818) 755-7654	•		•		
Northridge	10058 Reseda Blvd.	Northridge	91324	(818) 709-7475	•		•	•	
Pan Pacific	141 S. Gardner Street	Los Angeles	90036	(323) 957-4524	•		•		•
Pecan	120 S. Glass Street	Los Angeles	90033	(323) 526-3042	•		•		
Ritchie Valens	10731 Laurel Cyn Blvd.	Pacoima	91331	(818) 834-5176	•		•	•	
Ross Snyder	1501 E. 41st Street	Los Angeles	90011	(213) 847-3430	•		•		



Grant No. 22238

**NON-CAPITAL
GRANT AGREEMENT**

THIS GRANT AGREEMENT is made and entered into by and between the **LA84 FOUNDATION** (the "Foundation") and **CITY OF LOS ANGELES** (the "Grantee").

RECITALS

A. The Foundation, a California nonprofit public benefit corporation, is organized for the purpose of aiding and assisting, through contributions and otherwise, amateur sports programs, primarily for youth, in the Southern California area 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 Foundation hereby agrees to grant the sum of not more than **\$85,000.00** (the "Grant") to the Grantee for the purposes set forth on Schedule A attached hereto. The Foundation shall have no obligation, however, to segregate or set aside any funds or assets for the payment of the Grant. 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 charitable and educational purposes qualifying under Section 170(c)(2)(B) 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 Exhibit B attached hereto. The Grant will commence at the signing of this agreement and conclude September 30, 2011.

2. Program. As an inducement to the Foundation to make the Grant, the Grantee has previously submitted a written proposal (the "Proposal") to the Foundation, 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 Foundation 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 Foundation. Without the advance written consent of the Foundation, 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 Foundation.

3. Conditions to Grant. Except as such conditions may be waived in writing by the Foundation, the Foundation'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 Foundation, 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 Foundation 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 Foundation 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 Foundation 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)(2)(B) 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 Foundation, 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.

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

(a) The Grantee is a municipal corporation acting through its Department of Recreation & Parks, located at **3401 Riverside Drive, Los Angeles, CA 90027**, duly formed, validly existing and in good standing under the laws of the State of California, and has the legal power and authority to conduct its business, to own its properties and to execute and deliver, and to perform its obligations under, this Agreement.

(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 Foundation.

(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, and no legal, administrative or other proceeding is pending that questions the legality of the Grant, except as is disclosed on Schedule C attached hereto.

6. Publicity. 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 Foundation, give credit to the Foundation 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 Foundation 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 Foundation may, in its discretion, also publish and distribute promotional

materials relating to the Program and the Grant. The Grantee shall have no right to use any symbol, logo, trade name or trademark of the Foundation without the Foundation'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 Foundation, in such form as the Foundation 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 make such records available upon request to the Foundation for review, copying and audit. In addition, the Grantee agrees to cooperate fully with the Foundation, and to allow the Foundation 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 Foundation 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 Foundation, the Foundation 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 Foundation that the Grantee (a) has misrepresented any material fact or supplied false or misleading material information to the Foundation 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 Foundation may require the Grantee to refund any or all payments of the Grant heretofore made. The foregoing remedies of the Foundation 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 indemnify, defend and hold the Foundation harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property 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 by the Grantee. IN NO CASE SHALL THE FOUNDATION BE LIABLE TO THE GRANTEE OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES. The Foundation 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 Foundation 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 Foundation 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 Foundation shall have no obligation or liability whatsoever thereunder or with respect thereto. The Grantee covenants that all contracts to which it shall become a party in regard to the Program and/or the Grant shall include the following clause:

"It is expressly agreed and understood that neither the LA84 Foundation (the "Foundation") nor any director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement, and that the foregoing provisions concerning financial responsibility or liability shall be expressly included in and made a part of any and all agreements between the parties subsequent to this Agreement."

10. Insurance. The Grantee represents and warrants that (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, 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. Upon demand of the Foundation, the Grantee shall furnish the Foundation the policy or policies of insurance or a certificate of insurance or either written evidence satisfactory to the Foundation, evidencing the insurance carried by or otherwise benefiting the Grantee. The Grantee covenants that it will cause the Foundation to be added as an additional insured on all policies of insurance carried by the Grantee.

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 Foundation. 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 Foundation 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 Foundation and the Grantee.

13. Termination of Grant. The Grantee covenants to execute and deliver to the Foundation a termination letter in the form attached hereto as Exhibit "1" upon completion of the program.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement on _____, 2011.

GRANTEE:

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION &
PARKS

BY:

Jon Kirk Mukri
General Manager

FOUNDATION:

LA84 FOUNDATION

BY:

Anita L. DeFrantz
President

SCHEDULE A

DESCRIPTION OF PROGRAM AND PURPOSES:

The purpose of this Grant to City of Los Angeles for SUMMER SWIM 2011 is to augment the City of Los Angeles' existing Learn-to-Swim program and beginning competitive swimming program at forty-nine (49) pools. In addition, the City will participate in the dive program; the synchronized swimming program and the novice water polo program. The grant will provide equipment and training necessary for the program. The goal of SUMMER SWIM 2011 is to reach 1,200 unduplicated youth, ages 7-17. As a competitive component for SUMMER SWIM 2011, qualified participants will be able to compete in any one of the following competitions: Summer Swim Festival, Synchronized Swimming Festival, Water Polo Festival and the Summer Diving Festival.

The proposal and budget attached hereto is incorporated herein by this reference. The term of this Grant will commence at the signing of this agreement and conclude September 30, 2011.

**LA84 Foundation
2011 Summer Swim Program
Budget**

Cost Categories		Requested Amount
(1) Personnel Cost	-	24,209.84
(2) Scholarships	-	51,250.00
(3) Equipment	-	3,877.06
(4) Staff Shirts & Hats	-	5,663.10
(5) Ribbons & Medals*	-	
	TOTAL	85,000.00

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 Foundation, 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 Foundation.
3. The Foundation determines that cost savings may be achieved through utilization of other resources or the Foundation'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:

<u>Amount</u>	<u>Date</u>
\$37,729.92	June 18, 2011
\$18,864.96	August 13, 2011
\$18,864.96	September 30, 2011

The additional \$9,540.16 are funds that benefit the City of Los Angeles and is a direct payment for T-shirts, lifeguard hats and equipment made to vendors by the Foundation, bringing the grant total to \$85,000.00.

MAIL CHECK TO:

Patricia Delgado
City of Los Angeles
3401 Riverside Drive
Los Angeles, CA 90027

SCHEDULE C

ADDITIONAL CONDITIONS PRECEDENT TO GRANT:

Pursuant to the provisions of Section 10, Terms and Conditions and Schedule C, Additional Conditions Precedent to Grant, of the Grant Agreement between the LA84 Foundation and the City of Los Angeles, the City of Los Angeles hereby agrees to:

1. Waive all claims and recourse against the Foundation including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of the Foundation, its officers, agents and employees.
2. Indemnify, hold harmless and defend the Foundation, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the performance of the Program except for liability arising out of the concurrent or sole negligence of the Foundation, its officers, agents or employees.
3. The Foundation shall be named as an additional insured on the Grantee's liability insurance policy and provide Foundation with a certificate of insurance.
4. At the option of the City, such insurance may be provided through self-insurance and the Foundation will accept the City's certificate of self-insurance as evidence of such coverage.

SCHEDULE D

REPORTS TO BE FURNISHED:

- I. PROGRESS REPORTS*
 - A. Interim Progress Reports due:
July 22, 2011
- II. FINAL REPORT**
 - A. Final Report due:
September 9, 2011

* Progress Reports must include, at a minimum, a written narrative addressing the progress of all phases of program development and a detailed accounting of expenditures to date and any available statistics or evaluative data on the program. Progress Report forms will be supplied.

** Final Report must be a complete review and report of the program including all statistical data, evaluation results expenditures.

SCHEDULE E

OTHER TERMS AND CONDITIONS:

The LA84 Foundation shall have the right to approve all publicity in advance of publication and Grantee shall submit to the Foundation any proposed materials for approval prior to their release.

All temporary or permanent signage shall be recommended and approved by Foundation. Foundation and Grantee shall mutually agree on proper name recognition for Foundation on equipment purchased with grant funds.

Grantee shall participate in the Foundation's Coaching Program by making arrangements with the Foundation for the Grantee's coaches to attend a coaching workshop.

EXHIBIT "1"
Termination Letter -- Non-Capital Grant Agreement

Jalal Hazzard
LA84 Foundation
2141 West Adams Blvd.
Los Angeles, CA 90018

Re: Grant #: 22238

Dear Sir or Madam:

This letter has reference to that certain Grant Agreement [the "Grant Agreement"] and any modifications or alterations thereto dated April 1, 2011 between the LA84 Foundation (the "Foundation") and the Organization Name (the "Grantee"). Capitalized terms used herein without further definition have the meanings specified in the Grant Agreement.

In consideration of the payment by the Foundation of the final installment of the Grant under the Grant Agreement:

1. The Grantee hereby reaffirms all of its executory obligations and duties under the Grant Agreement, including, but not limited to, its obligation to indemnify, defend and hold the Foundation harmless from liabilities and losses pursuant to Paragraph 9 of the Grant Agreement, without setoff or other defense.

2. The Grantee represents and warrants that, in the performance of the Grant Agreement and in the planning, arrangement, implementation, sponsoring and conduct of the program, no losses, injuries or damages were sustained by or to any person or property that have not been reported in writing to the Foundation.

3. The Grantee represents and warrants (a) that no audit, investigation, proceeding or other inquiry is pending by the internal Revenue Service, the Franchise Tax Board, the Attorney General of any state or any other governmental agency with respect to the Grantee or any affiliated organization and (b) that no legal, administrative or other proceeding is pending that concerns the Grant or the Program.

4. The Grantee acknowledges and confirms (a) that, upon payment of the final installment of the Grant, the Foundation has no further duty or obligation to the Grantee and (b) that no officer, director, employee or other representative of the Foundation had made any statement, representation or warranty that the Grant will be renewed or extended.

5. The Grantee represents and warrants that all promotional and advertising materials produced or authorized by the Grantee relating to the Program have given appropriate credit to the Foundation as required by the Grant Agreement. The Grantee confirms that all future promotional and advertising material produced or authorized by the Grantee relating to the Program will give appropriate credit to the Foundation as required by the Grant Agreement.

6. The Grantee represents and warrants that all contracts to which it has become a party in regard to the Program and/or the Grant are listed on Annex A attached hereto and include the language required by Paragraph 9 of the Grant Agreement.

7. The Grantee represents and warrants that the Grant has been expended solely for the purposes set forth in the Grant Agreement.

8. The Grantee agrees to repay any portion of the Grant which is not used for the purposes set forth in the Grant Agreement.

The Foundation shall be entitled to rely on the foregoing representations, warranties, confirmations, acknowledgments and agreements in disbursing the final installment of the Grant.

Sincerely yours,

City of Los Angeles

Executed by: _____

Title: _____

Date: _____