

APPROVED

OCT 03 2018

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 18-203

DATE October 3, 2018

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CITYWIDE AQUATICS FACILITIES – AGREEMENT WITH THE LOS ANGELES PARKS FOUNDATION AND LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028 FOR FUNDING IN SUPPORT OF SWIMLA; ACCEPTANCE OF GRANT

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	S. Pina-Cortez	_____
H. Fujita	_____	*N. Williams	<u>NDW</u>



 General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks (RAP) General Manager to accept and receive a grant from the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (LA 2028) in the amount of one million, two hundred thousand dollars (\$1,200,000.00), to be used in support of the SwimLA Program for operating expenses and subsidization of swim program scholarships for youth from eligible low-income households, as more fully set forth in the Three Party Agreement (Agreement) attached hereto as Attachment 1 ("Grant");
2. Approve the Agreement, substantially in the form set forth in Attachment 1 to this Report, between RAP, the Los Angeles Parks Foundation (LAPF), and LA 2028 for the acceptance of the Grant, subject to approval of the Mayor and City Council pursuant to Los Angeles Administrative Code Section 14.7 et seq., and approval of the City Attorney as to form;
3. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement to the City Attorney for review and approval as to form; and,
4. Authorize RAP's General Manager to execute the Agreement upon receipt of necessary approvals.

SUMMARY

LA 2028 is the officially recognized Los Angeles based committee organizing the Olympic and Paralympic Games to be held in Los Angeles in 2028. LA 2028 has expressed a strong commitment to support youth sports programming, including funding up to one hundred sixty

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the ten (10) years leading up to the 2028 Games. A portion of that funding in the amount of one million, three hundred ten thousand dollars (\$1,310,000.00) is being granted to RAP in an effort to expand youth participation in SwimLA aquatics classes. Specifically, LA 2028 will provide portions of such funding to RAP and the LAPF to financially support SwimLA during the 2018 summer swim season at various aquatics facilities operated by RAP through the Grant. LA 2028 will provide one million, two hundred thousand dollars (\$1,200,000.00) in Grant funds to RAP to pay SwimLA operating expenses and offer program scholarships on a first-come, first-served basis, to underprivileged youth from eligible low-income households. One hundred ten thousand dollars (\$110,000.00) has been allocated to the LAPF to pay for contracted marketing and promotional services aimed at increasing youth participation in SwimLA during the 2018 summer swim season.

To commence marketing and promotion efforts as soon as possible, the LAPF portion of the funds (\$110,000.00) was provided to the LAPF by LA 2028 on April 30, 2018. LAPF agreed to coordinate program promotion and marketing efforts with RAP and LA 2028, and use its share of the funding received exclusively for the promotion of SwimLA through various media. LAPF is working to maximize public outreach through direct contracts with marketing firms with the objective of increasing youth participation in SwimLA.

In accordance with the payment schedule included in the proposed Agreement's Section 3 (Funding Requirements; Timeline), the funding allocated to RAP will be disbursed through one (1) or two (2) specified payments, beginning with initial payments to RAP for 2018 Summer swim sessions 1 thru 5, for reimbursable operational costs up to six hundred thousand dollars (\$600,000.00), and Swim Scholarships up to six hundred thousand dollars (\$600,000.00) (collectively, "Payment Request 1"), to be provided upon execution of the proposed Three Party Agreement (Effective Date). A second or remaining Payment Request, shall be submitted by RAP if necessary, between October 1st and December 31st, 2018 ("Payment Request 2"). The subject Grant funds shall be applied to approved expenses incurred by RAP between April 30, 2018 and December 31, 2018.

RAP shall use its share of the LA2028 Grant to pay for SwimLA program expenses, including lifeguards, pool attendants, and maintenance staff; as well as to provide swim scholarships to eligible youth from low-income households on a first-come, first served basis. In anticipation of receiving RAP's portion of the LA 2028 Grant, Aquatics Division staff planned and worked to combine the LA2028 Grant with grant funds awarded to RAP by the LA84 Foundation (LA84) and Kaiser Foundation Hospitals Southern California (Kaiser), basically allowing RAP to optimize available resources to increase youth participation in the 2018 Summer and Fall swim seasons. The Aquatics Division has tracked expenditures and participation data through a monthly activity update report included in the proposed Agreement as Annex 4.

With the Board's approval of the proposed Agreement, the Aquatics Division will continue to coordinate with LAPF and LA 2028, with confidence that additional, necessary funding and resources will be provided to reimburse RAP for 2018 summer swim programming costs already and to be incurred, including that associated with the extension of the summer swim season at

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certain facilities into the Fall.

FISCAL IMPACT STATEMENT

Approval of the proposed Agreement and acceptance of Grant funding from LA 2028 will have no adverse impact on the RAP General Fund, likely resulting in a possible one-time cost savings to RAP in its operation of summer swim programs through SwimLA.

This report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Division, and Jimmy Kim, Superintendent, Aquatics Division.

LIST OF ATTACHMENTS

- 1) Proposed Agreement

**THREE PARTY AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES,
THE LOS ANGELES PARKS FOUNDATION,
AND LOS ANGELES ORGANIZING COMMITTEE
FOR THE OLYMPIC AND PARALYMPIC GAMES 2028
FOR GRANT FUNDING IN SUPPORT OF
SWIMLA**

THIS AGREEMENT (“AGREEMENT”) is entered into this ___ day of _____, 2018, by and between the City of Los Angeles (the “CITY”), a municipal corporation acting by and through its Department of Recreation and Parks (“RAP”), the Los Angeles Parks Foundation, a California nonprofit public benefit corporation (“LAPF”), and the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (“LA 2028”), to provide financial support to expand youth enrollment in RAP aquatics programs. RAP, LAPF and LA 2028 may each be referred to individually as “PARTY” and/or collectively as the “PARTIES.” RAP and LAPF are collectively referred to as “GRANTEE”. The later of the execution date of this AGREEMENT or the date upon which approval of this AGREEMENT by the International Olympic Committee (“IOC”) is received pursuant to Section 19 below shall be referred to herein as the “EFFECTIVE DATE”.

WHEREAS, on September 13, 2017, the IOC elected the CITY to host the Olympic and Paralympic Games 2028 (the “2028 GAMES”); and

WHEREAS, pursuant to the Host City Contract 2028 – Principles, entered into September 13, 2017, by and between the City, the IOC and the United States Olympic Committee (“USOC”), and the Memorandum of Understanding Between the City, LA 2028 and the USOC, regarding the organizing of the 2028 Olympic and Paralympic Games, dated August 16, 2017, LA 2028 expressed its strong commitment to support youth sports programming, including funding up to \$160,000,000 to significantly enhance access to sport for the CITY’s youth over the ten (10) years leading up to the 2028 Games (the “YOUTH SPORTS COMMITMENT”); and

WHEREAS, the terms of LA 2028’s YOUTH SPORT COMMITMENT will be developed in collaboration with the CITY and with the approval of the IOC, and ultimately memorialized in the “Los Angeles 2028 Games Agreement” between LA 2028 and the CITY, no later than September 14, 2019; and

WHEREAS, RAP operates certain year-round and summer season aquatics and will implement aquatics programs at various RAP pools, swim facilities, and open water areas; and

WHEREAS, RAP has launched the Mayor’s *SwimLA* youth, aquatic program to provide affordable swim lessons for kids throughout the City; and

WHEREAS, in 2017, RAP enrolled 18,000 youth in free or low-cost swim classes; and

WHEREAS, in 2018 RAP desires to double enrollment from 2017 in free or low-cost swim classes to approximately 36,000 through the expansion of youth participation in the summer 2018 aquatic classes and upcoming fall/winter 2018 aquatics classes operated by RAP (collectively, "SWIMLA") in Los Angeles; and

WHEREAS, LAPF supports the objectives of RAP through its mission to enhance, expand, preserve and promote public recreation, parks and open space for the people of Los Angeles; and

WHEREAS, in advance of the completion of the LA 2028 Games Agreement, GRANTEE have collectively requested funding from LA 2028 in the amount of one million, three hundred ten thousand dollars (\$1,310,000) to financially support SWIMLA, which amount shall be credited against LA 2028's YOUTH SPORTS COMMITMENT in the Los Angeles 2028 Games Agreement; and

WHEREAS, LA 2028 is prepared to make the grant to GRANTEE in accordance with the terms and conditions of this AGREEMENT; and

WHEREAS, a portion of the grant in the amount of up to one million, two hundred thousand dollars (\$1,200,000) ("RAP FUNDING") shall be used by RAP for SWIMLA direct program expenses related to expanding staff and facility hours and to subsidize swim scholarships for youth from eligible low-income households; and

WHEREAS, a portion of the grant in the amount of one hundred ten thousand dollars (\$110,000) ("LAPF FUNDING") shall be used by LAPF for the promotion of the SWIMLA through various media, to maximize public outreach through direct contracts with one or more marketing firms, with the objective of increasing youth participation in SWIMLA; and

NOW, THEREFORE in consideration of the foregoing and the terms and conditions contained herein, and the performance thereof, the PARTIES to this AGREEMENT hereto mutually agree as follows:

1. **GRANT**

- A. Pursuant to the terms and conditions of this AGREEMENT, LA 2028 shall grant to RAP and LAPF a sum of no more than one million, three hundred ten thousand dollars (\$1,310,000.00) (the "GRANT"), as set forth in Section 3 below.
- B. LA 2028 is awarding the GRANT in reliance on the written project plan submitted by GRANTEE to LA 2028, attached hereto as Annex 1 and incorporated by reference herein (the "PROJECT PLAN"). As of the EFFECTIVE DATE, the PROJECT PLAN includes activities of the type specified in Section 170(c)(2)(B) of the Internal Revenue Code. Accordingly, the GRANTEE shall notify LA 2028 immediately, in writing, of any material change in the facts set forth in the

PROJECT PLAN or any SUPPLEMENTAL PROJECT PLAN (defined in Section 3(B)(iii) below). Unless RAP and LAPF have obtained the prior written approval of LA 2028, GRANT funds (including any interest income derived from the deposit and/or investment of GRANT funds, "GRANT FUNDS") are to be expended solely for the purposes, activities, items, contractors (if any) and amounts outlined in the PROJECT PLAN or SUPPLEMENTAL PROJECT PLAN (if any). All GRANT FUNDS must be expended for charitable, educational, religious, and other exempt purposes specified in Section 501(c)(3) of the Internal Revenue Code.

- C. 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, GRANTEE shall ensure the proper expenditure at all levels of all GRANT FUNDS pursuant to this 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 a GRANTEE or LA 2028, or any employee or agent of a GRANTEE or LA 2028. 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 the PROJECT PLAN, any SUPPLEMENTAL PROJECT PLAN, 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 to 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) To reimburse expenses incurred prior to the GRANT PERIOD (defined in Section 6, below).
 - (iv) In violation of, or in support of activities violating, APPLICABLE LAW (defined in Section 2(xiv), below).
 - (v) 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.).
 - (vi) To undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Internal Revenue Code.

2. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

A. RAP hereby represents, warrants and covenants that:

- (i) RAP does and will maintain its swim and pool facilities in a safe and clean manner.
- (ii) RAP's swim facilities are and shall be used exclusively for recreation and play activities for so long as the swim facilities remain open to the public.
- (iii) RAP's swim sessions for Summer 2018 occurred as follows:
 - Session 1: 6/18/18 - 6/29/18 (Monday through Friday)
 - Session 2: 7/2/18 - 7/13/18 (Monday through Friday)
 - Session 3: 7/16/18 - 7/27/18 (Monday through Friday)
 - Session 4: 7/30/18 - 8/10/18 (Monday through Friday)
 - Session 5: 8/13/18 - 8/24/18 (Monday through Friday)
- (iv) All RAP aquatics staff shall have completed fingerprint submissions and cleared a background check prior to providing aquatics related services under the SWIMLA program. A copy of such clearances will be made available to LA 2028 upon request, to the extent permitted by law.
- (v) RAP aquatics life-saving staff (including lifeguards and instructors) involved in providing the aquatics related services under the SWIMLA program shall complete the following training classes:
 - First Aid and CPR;
 - Mandated Reporters - Reporting Suspected Child Abuse;
 - Sexual Harassment;
 - Discrimination Complaint Procedure;
 - California Code of Regulations, Title 22, Division 9, Chapter 1.5 - First aid standards for Public Safety Personnel
 - Patron and Facility Safety Training, Emergency Response (i.e. Active Shooter, Earthquake, Fire, Flood, and Civil Disturbance);
 - Workplace Violence Prevention and Response;
 - Acceptable and Unacceptable Employee Conduct; and
 - Customer Service.
- (vi) All RAP aquatics staff other than life-saving staff (including clerks and locker room attendants) involved in providing the aquatics related services under the SWIMLA program shall complete the following training classes:
 - Mandated Reporters - Reporting Suspected Child Abuse;
 - Sexual Harassment;

- Discrimination Complaint Procedure;
 - Patron and Facility Safety Training, Emergency Response (i.e. Active Shooter, Earthquake, Fire, Flood, and Civil Disturbance);
 - Workplace Violence Prevention and Response;
 - Acceptable and Unacceptable Employee Conduct; and
 - Customer Service,
- (vii) Prior to providing aquatics-related services under the SWIMLA program, all such RAP aquatics staff shall certify that they have completed the training classes specified in Subsections 2(A)(v) and 2(A)(vi). A copy of such certifications will be made available to LA 2028 upon request.
- (viii) To ensure a safe and a healthy environment, RAP will provide a ratio of 1:7 management staff per pool facility and a ratio of 1:10 swim instructors per swim students for all SWIMLA-related activities carried out according to the PROJECT PLAN or any SUPPLEMENTAL PROJECT PLAN (the "ACTIVITIES"). No volunteers shall be utilized to carry out the ACTIVITIES.
- (ix) RAP shall provide swim scholarships to eligible youth on a first come-first served basis, provided such candidate demonstrates a financial need. Financial need shall be assessed through a self-certification form requesting household family size and total annual income. A copy of such certifications will be made available to LA 2028 upon request, with such redactions as may be required by law and to the extent permitted by law.
- (x) RAP shall cancel any contemplated swim session during expanded hours of operation when such session has less than 5 participants enrolled and there shall be no expanded operations (nor any reimbursed operational expenses) for such pool during such canceled session. For the avoidance of doubt, no sessions during Summer 2018 had less than 5 participants.
- (xi) At all times relevant herein, the CITY is, has been and will be a tax-exempt municipal corporation.
- (xii) RAP has obtained all required approvals, consents and authorizations and RAP is authorized to enter into and perform under this AGREEMENT.
- (xiii) This AGREEMENT constitutes a legal, valid and binding obligation of RAP, and does not violate any provisions of RAP's charter, ordinances, or rules; nor any laws or regulations; nor any orders, writs, judgments, decrees, determinations or awards to which RAP is a party (collectively, "ORDERS").
- (xiv) RAP shall maintain, in full force and effect, all required governmental or professional licenses, approvals, consents, permits, authorizations and credentials for itself, its facilities, and for its employees and all other persons

engaged in work in conjunction with this AGREEMENT, the PROJECT PLAN, any SUPPLEMENTAL PROJECT PLAN and the ACTIVITIES.

- (xv) RAP has complied, and shall at all times during the GRANT PERIOD comply, in all material respects in the provision of the PROJECT PLAN, any SUPPLEMENTAL PROJECT PLAN and the ACTIVITIES, with all applicable local, state and federal laws, regulations, ORDERS and other governmental actions (“APPLICABLE LAW”).
- (xvi) 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.
- (xvii) 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 RAP.

B. LAPF hereby represents, warrants and covenants that:

- (i) Pursuant to the terms and conditions of this AGREEMENT, LAPF shall contract with marketing firms (“CONTRACTORS”), and shall make associated invoice payments directly to such CONTRACTORS for costs and expenses related to the outreach, advertising, and marketing of the SWIMLA, with the goal to expand youth enrollment, at no additional expense to RAP.
- (ii) At all times relevant herein, LAPF is, has been and will be a California nonprofit corporation.
- (iii) LAPF is authorized to enter into and perform under this AGREEMENT.
- (iv) This AGREEMENT constitutes a legal, valid and binding obligation of LAPF, and does not violate any provisions of LAPF’s articles of incorporation, bylaws, ordinances, or rules; nor any laws or regulations; nor any Orders to which LAPF is a party.
- (v) LAPF has complied, and shall at all times during the GRANT PERIOD comply, in all material respects with all APPLICABLE LAW.
- (vi) LAPF 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.
- (vii) 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 LAPF.

C. LA 2028 hereby represents, warrants and covenants that LA 2028 is authorized to enter into and perform under this AGREEMENT.

3. FUNDING REQUIREMENTS; TIMELINE

A. Subject to GRANTEE'S compliance with the terms and conditions of this Agreement, LA 2028 shall make payments of the GRANT to RAP and LAPF in the amounts and on the timeline specified below:

(i) Funding Allocation:

RAP FUNDING	LAPF FUNDING	GRANT TOTAL
Up to \$1,200,000.00	\$110,000.00	Up to \$1,310,000.00

(ii) Timeline for Disbursement of GRANT installments:

Funding Timeline		
Effective Date		
<i>To LAPF for Marketing expenses</i>		<i>\$110,000</i>
<i>To RAP for Summer 2018 sessions 1-5 ("Payment Request 1")</i>	<i>Reimbursable operational costs</i>	<i>Up to \$600,000</i>
	<i>Swim Scholarships</i>	<i>Up to \$600,000</i>
Date TBD		
<i>Remaining Installment (if any) between October 1, 2018 and December 31, 2018 ("Payment Request 2")</i>	<i>TBD based on mutually agreed plan for remaining GRANT FUNDS</i>	<i>TBD (based on unused GRANT FUNDS)</i>
Total Funding		Up to \$1,310,000

The funding schedule above constitutes an estimate of the GRANTEE's needs based upon the PROJECT PLAN and SUPPLEMENTAL PROJECT PLAN (if any), subject to the terms and conditions of this AGREEMENT, including the funding conditions below.

B. Funding Conditions:

- (i) LAMP FUNDING: One installment of \$110,000 shall be provided to LAMP on the EFFECTIVE DATE to be used for the purposes set forth in the PROJECT PLAN, provided no later than 15 days' prior to the EFFECTIVE DATE LAMP shall provide evidence to LA 2028 of the expenses incurred in accordance with the PROJECT PLAN, and to the extent such expenses do not equal or exceed the amount of the LAMP FUNDING, LA 2028 shall fund such lesser amount as evidenced. To the extent an amount less than the LAMP FUNDING is funded on the EFFECTIVE DATE, and thereafter a SUPPLEMENTAL PROJECT PLAN is mutually agreed, the SUPPLEMENTAL PROJECT PLAN may (if mutually agreed) include a request to fund such unused portion of the LAMP FUNDING in connection with ACTIVITIES to be conducted in connection with the SUPPLEMENTAL PROJECT PLAN.
- (ii) RAP FUNDING: One installment of up to \$1,200,000 shall be provided to RAP on the EFFECTIVE DATE to be used for the purposes set forth in the PROJECT PLAN, provided no later than 15 days' prior to the Effective Date RAP shall submit a PAYMENT REQUEST (defined below) providing evidence to LA 2028 of the expenses incurred and scholarships funded in accordance with the PROJECT PLAN, and to the extent such expenses and/or scholarships are less than the amount of the RAP FUNDING, LA 2028 shall fund such lesser amount as evidenced by the PAYMENT REQUEST. To the extent the first PAYMENT REQUEST is for an amount less than the RAP FUNDING, and the PARTIES subsequently agree to a SUPPLEMENTAL PROJECT PLAN prior to December 1, 2018, LA 2028 shall make an installment payment to RAP within fifteen (15) days of receipt of a PAYMENT REQUEST in accordance with any SUPPLEMENTAL PROJECT PLAN.
- (iii) Each written request by the GRANTEE for GRANT FUNDS (a "PAYMENT REQUEST") shall certify that the following conditions have been met:
- The amount requested (which shall not exceed the amount set forth in Section 3(A)(ii)) was determined in good faith in accordance with Section 3(B)(iv).
 - The excess class offerings or swim scholarship requests have not been subsidized by another source.
 - No legal, administrative or other proceeding involving GRANTEE (and for which GRANTEE has received service of process) shall be pending that questions the legality of the GRANT.
 - RAP is in compliance with all material terms of this AGREEMENT.
 - The ACTIVITIES have not been modified, enhanced, reduced or otherwise altered in any substantive manner without the prior written approval of LA 2028.
 - The GRANT has not been terminated pursuant to Section 8 of this AGREEMENT.

- With respect to the final installment requested (which, for the avoidance of doubt, may be the first PAYMENT REQUEST) RAP shall also certify to the matters on Annex 2.

(iv) Payment Requests:

- In addition to the foregoing certifications, each PAYMENT REQUEST shall reflect (i) a determination of the actual excess operational hours for each participating pool in the subject session as reflected in the monthly report, if available, or a reasonable estimate for the excess operational hours for each pool in the subject session if the session has not yet commenced (based on enrollment to date), in each case multiplied by the per hour reimbursable operational costs for each pool set forth on the spreadsheet attached to the PROJECT PLAN or SUPPLEMENTAL PROJECT PLAN, as applicable; and (ii) the projected “excess” scholarships to be funded for all participating pools in the subject sessions, which shall equal the actual amount funded for such “excess” scholarships for the sessions which have been completed according to the PROJECT PLAN or SUPPLEMENTAL PROJECT PLAN, as applicable, or, for sessions in the SUPPLEMENTAL PROJECT PLAN which have not yet commenced, computed by multiplying \$33.33 (which is the total scholarship allocation divided by the projected number of increased enrollments), with the number of increased subsidized enrollments reasonably expected for such session.
- For each PAYMENT REQUEST after the EFFECTIVE DATE, RAP shall calculate any difference between the amount of the payment requested based on the estimated reimbursable operational expenses and estimated scholarships reflected in the immediately prior PAYMENT REQUEST and the actual reimbursable operational expenses incurred and scholarships funded (as evidenced by the monthly report). To the extent of any difference in the estimated and actual amount of reimbursable expenses and/or scholarships funded, the amount of the difference shall be deducted from or added to the PAYMENT REQUEST being then submitted.
- Prior to October 1, 2018, to the extent of any remaining GRANT FUNDS, the PARTIES shall meet to mutually determine a supplemental PROJECT PLAN for the use of GRANT FUNDS at year-round pools through December 31, 2018 (the “SUPPLEMENTAL PROJECT PLAN”).
- On December 1, 2018, RAP shall submit a final reconciliation of the GRANT FUNDS, and to the extent such reconciliation provides that excess funds were received, RAP shall return the unused portion of the RAP FUNDING to LA 2028 prior to December 31, 2018.

4. **INSURANCE**

- A. No later than the EFFECTIVE DATE and for the duration of the GRANT PERIOD, and for such period after during which claims may reasonably be expected, GRANTEE shall maintain, and ensure that any third-party partners, contractors or subcontractors maintain, insurance coverage sufficient to cover the risks and any potential omissions with respect to the conduct of the SWIMLA program, ACTIVITIES, facilities (including any third party facilities where ACTIVITIES may occur), or the activities of the GRANTEE. Required coverage includes, at a minimum, comprehensive general liability, improper sexual conduct liability, and volunteer liability, each with a minimum limit of \$5 million per occurrence; and professional liability; worker's compensation; property; automobile; and crime and fidelity coverage in adequate amounts. GRANTEE may self-insure these risks.
- B. Upon request of LA 2028, GRANTEE shall provide to LA 2028 the respective policy or policies of insurance carried by or otherwise benefitting RAP and/or LAPF, or written evidence thereof, if applicable, satisfactory to LA 2028.
- C. Except in the circumstance where GRANTEE is self-insured, GRANTEE shall each name LA 2028 as an additional insured on all policies of insurance carried by such PARTY that provide coverage related to the RAP FUNDING, LAPF FUNDING, SWIMLA, facilities and ACTIVITIES, including those policies providing the coverage described in Section 4.A, and provide LA 2028 with certificates of insurance evidencing the same. All such insurance policies shall include a waiver of any right to subrogation against LA 2028 in accordance with clause D below. If RAP chooses to self-insure as and through the City of Los Angeles, RAP will provide LA 2028 with evidence of such self-insurance.
- D. Each of RAP and LAPF, respectively, waives its right to recover damages against LA 2028 for any loss, damage or liability against which each of RAP and LAPF is required to be insured under Section 4.A. The effect of such release and waiver is not limited by the amount of insurance carried or required, or by any applicable deductibles. Each of RAP and LAPF agrees to cause its insurance carriers to waive any right to subrogation on the part of the insurer against LA 2028.
- E. GRANTEE shall immediately notify LA 2028 in writing, to the extent permitted by law, of any accident or injury relating to SWIMLA or the ACTIVITIES that requires medical treatment of personnel, any program participant(s) or third party(s), or of any other circumstances, which accident, injury or circumstances may reasonably be anticipated to lead to a claim involving LA 2028.
- F. GRANTEE shall immediately notify LA 2028 in writing in the event that (i) it becomes aware that either RAP or LAPF has failed to comply with APPLICABLE LAW, or that a violation of APPLICABLE LAW has occurred, or (ii) GRANTEE has been notified that there is reasonable suspicion that GRANTEE has failed to comply with APPLICABLE LAW or a violation of APPLICABLE LAW has occurred, in each case which arises out of or relates to SWIMLA, ACTIVITIES or this AGREEMENT.

5. **NOTICES**

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, E-mail or certified mail (postage prepaid, return receipt requested) to the other PARTIES as follows:

RAP: City of Los Angeles Department of Recreation and Parks
Executive Office
221 North Figueroa Street, Suite 350
Los Angeles, CA 90012
Attn: Anthony-Paul Diaz, Executive Officer and Chief of Staff
E-mail: ap.diaz@lacity.org

LAPF: The Los Angeles Parks Foundation
2650 North Commonwealth Avenue
Los Angeles, CA 90027
Attn: Judith Keiffer, Executive Director
E-mail:

LA 2028: Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028
10900 Wilshire Blvd, Suite 700
Los Angeles, CA 90024
Attn: Gene Sykes, Chief Executive Officer
Email: legal@la28.org

or to such other address as the PARTY to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

6. **TERM**

The performance period under this AGREEMENT shall commence upon the EFFECTIVE DATE, and shall expire one (1) year from the EFFECTIVE DATE, except for those provisions of this AGREEMENT that by their terms require performance by a PARTY after termination of this AGREEMENT, including provisions related to termination, waiver of subrogation and indemnification, audit, evaluation, governing law and dispute resolution, which shall survive any termination of this AGREEMENT. Notwithstanding the foregoing, GRANT FUNDS may be applied only to expenses incurred between April 30, 2018 and December 31, 2018, unless otherwise agreed to in writing by LA 2028 and GRANTEE (the "GRANT PERIOD").

7. **RAP ACCOUNTING, AUDIT, REPORTS**

- A. Throughout the GRANT PERIOD, RAP and LAPF agree to maintain complete, accurate and current operating and financial books, records, and related documentation regarding ACTIVITIES relating to the GRANT and the performance under this AGREEMENT, and further agree to allow LA 2028 and its representatives, upon prior written notification to RAP, LAPF, and City Council, and at LA 2028's expense (which, for the avoidance of doubt, shall be credited against LA 2028's YOUTH SPORTS COMMITMENT in an amount not to exceed 5 percent of the GRANT), reasonable access to review, copy and audit such books, records, and other documentation as they relate to the GRANT and the implementation of this AGREEMENT throughout the GRANT PERIOD and for five (5) years following the GRANT PERIOD (such period, the "ACCESS PERIOD"). This documentation may be provided electronically (i.e. on a flash drive or via email).
- B. No later than 15 days' prior to the EFFECTIVE DATE with respect to the Summer 2018 sessions, and on the first of each month starting from the approval of any SUPPLEMENTAL PROJECT PLAN and through the end of the GRANT PERIOD for all subsequent SWIMLA sessions as reflected in a SUPPLEMENTAL PROJECT PLAN, RAP will provide an update on the progress of registered swimmers in the month prior and the ACTIVITIES hereunder. Each such written report (as well as a final cumulative written report due thirty (30) days after the conclusion of the GRANT PERIOD) shall be submitted to LA 2028 and shall describe in detail, for the period covered, the use of GRANT FUNDS (e.g., number of enrollees at each pool, number of staff hours at each pool, number of scholarships granted to each pool and the associated GRANT values attributable to each of the foregoing); progress made toward achieving GRANT purposes; and contain certifications as to Grantee's compliance with this Agreement. Reports shall be signed by the General Manager of the Department of Recreation and Parks.
- C. GRANTEE understands that LA 2028 is required to appear quarterly and 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 is further required to submit an annual report to the CITY similarly covering LA 2028's support for such programs. Additionally, LA 2028 has reporting requirements to its Board of Directors and to the IOC regarding the same. GRANTEE agrees to cooperate fully and timely with any reasonable LA 2028 requests for information reasonably necessary for LA 2028 to fulfill such requirements. GRANTEE further acknowledges that LA 2028 may share any information provided under this AGREEMENT with its accountants, attorneys, advisors, representatives, agents, affiliates and other third parties (including without limitation the IOC, International Paralympic Committee, USOC, any joint venture between the USOC and LA 2028, and any sponsors of the foregoing), provided to the extent any personally identifiable information is included it shall be redacted.

D. If GRANTEE is audited by its internal audit department or by a third party and such audit covers any transactions, expenditures or accounting relating to the ACTIVITIES, PROJECT PLAN, SUPPLEMENTAL PROJECT PLAN, GRANT or AGREEMENT, GRANTEE will notify LA 2028 and provide such audit report to LA 2028 upon request.

8. **TERMINATION, SUSPENSION AND RETURN OF FUNDS**

A. LA 2028 may, in its discretion and upon the provision of written notice as provided in Subsection (C) below, (x) discontinue, modify or withhold payments to be made pursuant to Section 3 of this Agreement; (y) require a total or partial return of GRANT FUNDS, expended or unexpended; and/or (z) terminate this AGREEMENT, in the event that:

- (i) GRANTEE violates or fails to carry out any material provision of this AGREEMENT;
- (ii) GRANTEE is unable to expend the GRANT FUNDS for approved purposes, or has terminated, concluded, abandoned or cancelled the ACTIVITIES;
- (iii) Any portion of the GRANT FUNDS is used for a purpose prohibited by Section 1, or is otherwise not used for the purposes, activities, items, contractors and amounts outlined in the PROJECT PLAN or any SUPPLEMENTAL PROJECT PLAN;
- (iv) There are any material changes to the facts set forth in the PROJECT PLAN or any SUPPLEMENTAL PROJECT PLAN or in any other information or documents submitted to LA 2028, which could potentially and materially impact the progress or outcome of the GRANT, including, by way of example and not limitation, changes in GRANTEE'S senior management, organization, control, budget or tax status;
- (v) A claim, suit, audit, proceeding, cause of action or investigation relating to the ACTIVITIES is filed or brought against GRANTEE, LA 2028, and/or their respective directors, officers, employees, contractors or third party representatives, relating to circumstances which, if known prior to the EFFECTIVE DATE would have caused a reasonable party not to enter into this AGREEMENT;
- (vi) Either PARTY knows or has been notified there is a reasonable suspicion of a violation of APPLICABLE LAW related to the ACTIVITIES, PROJECT PLAN, any SUPPLEMENTAL PROJECT PLAN or this AGREEMENT;
- (vii) GRANTEE misrepresents a material fact in regard to the ACTIVITIES, PROJECT PLAN, any SUPPLEMENTAL PROJECT PLAN or this AGREEMENT;
- (viii) GRANTEE fails to maintain or provide access to any material records as required to be maintained or provided under Section 7;
- (ix) Such action is necessary to comply with APPLICABLE LAW.

The foregoing remedies set forth in this Section 8 are in addition to any other remedies provided by APPLICABLE LAW. All such remedies shall be cumulative and not exclusive.

- B. GRANTEE shall immediately provide written notice to LA 2028 upon becoming aware of an event described above in Section 8(A).
- C. Any GRANT FUNDS received by GRANTEE that have not been used or committed prior to the earlier of the expiration of the GRANT PERIOD and the termination of this AGREEMENT, shall be returned promptly to LA 2028, and in no event later than December 31, 2018.
- D. Prior to discontinuing, modifying or withholding payments, or requiring a total or partial return of GRANT FUNDS, or terminating this AGREEMENT, LA 2028 shall give GRANTEE written notice of such event of default. If GRANTEE does not cure said default to LA 2028's reasonable satisfaction within thirty (30) days after notice, LA 2028 may, in its discretion, undertake any of the remedies listed in Subsection (A) above or any other remedies provided by APPLICABLE LAW, to the extent such remedy is reasonably related to the event of default.

9. **PUBLICITY & RECOGNITION**

The PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of the SWIMLA and/or this AGREEMENT. GRANTEE shall not represent, directly or indirectly, that SWIMLA or its ACTIVITIES are in any way associated with the 2028 GAMES or LA 2028, or that any product or service provided has been endorsed or approved by them, including by publishing or issuing any statement (factual or otherwise) about the GAMES or LA 2028, without LA 2028's prior written consent. The restrictions in this section shall not apply to any response, lawfully required and provided by RAP, in accordance with the California Public Records Act.

10. **USE OF MARKS**

Notwithstanding any provision herein, no PARTY shall use any other PARTY's trademarks, tradenames, and/or logos (each, a "MARK") without the prior written approval from such PARTY. Each MARK shall remain the sole and exclusive intellectual property of the pertinent PARTY.

11. **INJUNCTIVE RELIEF**

Each of RAP and LAPF acknowledge that Olympic- and Paralympic-related marks (including the logo(s) and any other LA 2028 intellectual property) possess special, unique and extraordinary characteristics that may make difficult the assessment of monetary damages that would be sustained as a result of a GRANTEE's unauthorized use or misappropriation thereof. Each of RAP and LAPF recognizes that irreparable injury would be suffered by LA 2028 in the event of a GRANTEE's unauthorized use or misappropriation of Olympic- or Paralympic-related marks, and therefore agrees that, notwithstanding LA 2028's right to exercise any available remedy, in such event LA 2028

shall have the right to obtain from any court of competent jurisdiction, injunctive and other equitable relief as appropriate. If LA 2028 seeks injunctive or other equitable relief in the event of a breach or threatened breach of this AGREEMENT by RAP or LAPF involving an unauthorized use of Olympic- or Paralympic-related marks (including the logo(s) and any other LA 2028 intellectual property), such GRANTEE shall not allege in any such proceeding that LA 2028's remedy at law is adequate. If LA 2028 seeks any equitable remedies (including injunctive relief), it shall not be precluded or prevented from seeking remedies at law, nor shall LA 2028 be deemed to have made an election of remedies. In no case shall RAP or LAPF be liable to LA 2028 for exemplary damages.

12. RELATIONSHIP OF PARTIES

The PARTIES agree that no PARTY shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other PARTY, except as expressly provided herein. The PARTIES are independent entities and this AGREEMENT is not intended to be, nor shall it be construed, as a joint venture, association, partnership, or other form of a business organization or agency relationship. 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. As between the LA 2028 and the other PARTIES, RAP is solely responsible for the design, implementation, oversight and management of the SWIMLA and all ACTIVITIES, as well as the content and dissemination of any products or material supported by the GRANT. Other than providing the GRANT, LA 2028 shall not have any programmatic, oversight, management, financial responsibility, or any other responsibility of any kind in connection with the AGREEMENT, SWIMLA and ACTIVITIES.

13. DISCLAIMER

It is expressly understood by 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 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 RAP and/or LAPF. The PARTIES agree that the liability of LA 2028 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 RAP and/or LAPF in connection with SWIMLA or ACTIVITIES or otherwise relating to this 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 RAP and/or LAPF or any third party for consequential damages.

14. ENTIRE AGREEMENT

This AGREEMENT supersedes any prior or contemporaneous oral or written understandings or communications between the PARTIES and constitutes the entire

agreement of the PARTIES with respect to its subject matter. This AGREEMENT may not be amended or modified, except in a writing signed by the PARTIES.

15. **GOVERNING LAW**

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.

16. **DISPUTE RESOLUTION.**

Any dispute involving this AGREEMENT will be resolved in accordance with the procedures specified in Annex 3 attached hereto.

17. **COUNTERPARTS:**

This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This AGREEMENT shall not be effective as to any PARTY unless and until it has been executed by or on behalf of every PARTY.

18. **MUTUAL INDEMNIFICATION**

Except for the gross negligence or willful misconduct of any PARTY, or any of its boards, officers, agents, employees, assigns and successors in interest, each PARTY shall defend, indemnify and hold harmless the PARTIES and any of their boards, officers, agents, 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, attorney's fees (both in house and outside counsel) and cost of litigation, damages or liability of any nature whatsoever, for death or injury to any person, or damages or destruction of any property of any PARTY hereto or of third parties, or arising in any manner out of or incident to the preparation, arranging, performance, or sponsoring of this AGREEMENT, by reason of an act, error, or omission by a PARTY, and/or of its board, officers, agents, employees, assigns, and successors in interest. No PARTY shall settle or compromise any claim or consent to the entry of any judgment, without written consent of the other PARTY, which will not be unreasonably withheld. Each indemnified PARTY will reasonably cooperate with the indemnifying PARTY in the defense of any such claims. The rights and remedies of the PARTIES provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

19. **IOC APPROVAL**

The PARTIES acknowledge that the terms, conditions and understandings set forth in this AGREEMENT are subject to the written approval of the IOC and shall not be binding upon the PARTIES unless and until such written approval is obtained.

20. USOC AND IOC REQUIREMENT

The PARTIES acknowledge and agree that RAP and LAPF shall have no right of recovery of any kind against the USOC or the IOC, or any affiliate, director, officer, employee, consultant or independent contractor of either the USOC or the IOC, under this agreement, and that its sole and exclusive recourse or remedy for any claims, demands, actions, suits or other proceedings under this agreement shall be against the assets of LA 2028 only. Each of 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 AGREEMENT.

21. RECITALS

The recitals of this AGREEMENT are fully incorporated into this AGREEMENT.

22. ASSIGNMENT

GRANTEE may not assign or otherwise transfer any rights, nor delegate any of its obligations, under this AGREEMENT without prior written approval from LA 2028.

23. NO THIRD PARTY RIGHTS

Except as expressly provided in Section 19 (IOC Approval) and 20 (USOC and IOC Requirement), no third party is intended to be, or shall be deemed to be, a beneficiary of any provision of this AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, PARTIES have executed this AGREEMENT as of the date first written above.

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

By _____
GENERAL MANAGER

Executed this _____ day
of _____, 20__

THE LOS ANGELES PARKS FOUNDATION

By _____

Title: _____

Executed this _____ day
of _____, 20__

LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028

By _____

Title: _____

Approved as to Form:

Date: _____

MICHAEL N. FEUER,
City Attorney

By _____

DEPUTY CITY ATTORNEY

By _____

Title: _____

Annex 1 PROJECT PLAN

LAPF Uses

To achieve program success through expanded enrollments, an aggressive advance marketing campaign is critical and that must take place prior to the program’s opening. The funds will support outreach events, promotional materials (e.g., banners and flyers), and branded equipment (e.g., swim caps and towels).

Description (Firm: Description)	Total
Allan Communications: To draft program messaging, conduct outreach to community organizations, and coordinate with earned media.	\$10,500.00
Allan Communications: To secure paid targeted Facebook advertisements	\$15,000.00
High Pressure Zone (HPZ): For creative development, including illustration and mechanicals, website design, and etc.	\$30,000.00
PVBLIC Foundation: For paid digital media	\$10,000.00
Production & printing of bus shelters and benches	\$10,000.00
Printing and production of Postcards, Flyers, Small Posters, Banners, and etc.	\$30,000.00
Swag	\$1,000.00
Miscellaneous Opportunities	\$3,500.00
Total	\$110,000.00

RAP Uses

Direct Program Expenses

RAP requires funding for SWIMLA direct program expenses related to expanding staff and facility hours. The attached spreadsheet sets forth a breakdown of project program expenses.

Scholarships

Swim scholarships are given on a first come-first served basis to those that demonstrate financial need. Financial need is assessed via a self-certification form that requests family size and total annual family income. This is similar to the free/reduced lunch program provided by LAUSD. All LA28 scholarships will be in addition to (and not duplicative of) the scholarships already provided by Kaiser and LA84, increasing the total number of scholarship opportunities available to participants this summer.

The attached spreadsheet sets forth a breakdown of scholarship fees per participating pool; enrollees for 2017 and projected enrollees for 2018.

Timing of Funds

Table 1 outlines the amount of funding needed per line item by date to expand swim classes and reach 36,000 enrollments this year:

Table 1: Funding Timeline

Funding Timeline		
Effective Date		
<i>To LAPF for Marketing expenses</i>		<i>\$110,000</i>
<i>To RAP for Summer 2018 sessions 1-5 ("Payment Request 1")</i>	<i>Reimbursable operational costs</i>	<i>Up to \$600,000</i>
	<i>Swim Scholarships</i>	<i>Up to \$600,000</i>
Date TBD		
<i>Remaining Installment (if any) between October 1, 2018 and December 31, 2018 ("Payment Request 2")</i>	<i>TBD based on mutually agreed plan for remaining GRANT FUNDS</i>	<i>TBD (based on unused GRANT FUNDS)</i>
Total Funding		Up to \$1,310,000

Transaction Process

RAP will provide budget/expense reports that will clearly show expenditures, and project progress as provided in the AGREEMENT.

Safe Sport

Every RAP aquatics staff member must clear a background check and complete fingerprint submissions. All staff are also required to complete the following trainings annually:

- First Aid and CPR (life-saving staff only)
- Mandated Reporters: Reporting Suspected Child Abuse
- Sexual Harassment
- Discrimination Complaint Procedure
- California Code of Regulations, Title 22, Division 9, Chapter 1.5 - First aid standards for Public Safety Personnel
- Patron and Facility Safety Training Emergency Response (e.g., Active Shooter, Earthquakes, Fire, Flood, Civil Disturbance)

- Workplace Violence Prevention and Response
- Acceptable and Unacceptable Employee Conduct
- Customer Services

[SPREADSHEET ATTACHED]

Annex 2

LA 2028
[10960 Wilshire Blvd., Suite 1050
Los Angeles, CA 90024
Attention: Gene Sykes, CEO]

Re: FINAL INSTALMENT

Dear Sir or Madam:

This letter has reference to that certain THREE PARTY AGREEMENT, dated [_____], BETWEEN THE CITY OF LOS ANGELES, THE LOS ANGELES PARKS FOUNDATION, AND ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028 FOR GRANT FUNDING IN SUPPORT OF SWIMLA (“Grant Agreement”), and any modifications or alterations thereto dated. Capitalized terms used herein without further definition have the meanings specified in the Grant Agreement.

In consideration of the payment by LA 2028 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 LA 2028 harmless from liabilities and losses pursuant to Section 17 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 SWIMLA program, no losses, injuries or damages were sustained by or to any person or property that have not been reported in writing to LA 2028.
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 Activities.
4. The Grantee acknowledges and confirms (a) that, upon payment of the final installment of the Grant, LA 2028 has no further duty or obligation to the Grantee and (b) that no officer, director, employee or other representative of LA 2028 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 complied with the requirements of the Grant Agreement.
6. The Grantee represents and warrants that the Grant has been expended solely for the purposes set forth in the Grant Agreement.

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

LA 2028 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:

Annex 3 Dispute Resolution

The PARTIES shall seek amicably to resolve by negotiation all disputes arising out of or in connection with this 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 5, 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 chief executive officer of LA 2028 and the Mayor of the City (or the Mayor’s designee) shall meet in person, without others present, to resolve the subject of such DISPUTE NOTICE; provided, however, that if the chief executive officer or the Mayor notifies the other, pursuant to Section 5, that satisfactory resolution of the subject matter of the DISPUTE NOTICE is not practicable unless the chief executive officer and Mayor meet sooner than within a thirty (30) day period, then the chief executive officer and Mayor 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 chief executive officer and Mayor as prescribed above, then unless the chief executive officer and Mayor 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 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.

Judgment upon any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. The PARTIES hereby waive all objection which it may have at any time to the laying of venue of any proceedings brought in such courts, waives any claim that such proceedings have been brought in an inconvenient forum and further waives the right to object with respect to such proceedings that any such court does not have jurisdiction over such PARTY.

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.

The award shall be rendered within six months of the commencement of the arbitration, unless the arbitral tribunal determines that the interest of justice requires that such limit be extended.

Any arbitration arising under this AGREEMENT shall be consolidated with any other arbitration under this AGREEMENT or any agreements, schedules or exhibits ancillary hereto or thereto. If two or more arbitrators under such agreements issue consolidation orders, the order issued first shall prevail.

Nothing in this AGREEMENT shall prevent the PARTIES hereto from seeking provisional measures from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

**City of Los Angeles
Department of Recreation and Parks
Citywide Aquatics
Annex 1 Project Plan**

Council District	Facility	Year-Round/Seasonal	Summer 2018: Expanded Hours of Operation	Summer 2018: Total Expanded Hours of Operation	Per Hour Operational Cost	Total Operational Cost	Site Classification: 1. Urban (U) 2. Non-Urban (NU)	Potential Number of Enrollments during expanded hours	Price of Swim Classes	Total Potential Scholarship Cost	2017 Session 1 Enrollment	2017 Session 2 Enrollment	2017 Session 3 Enrollment	2017 Session 4 Enrollment	2017 Session 5 Enrollment	TOTAL # YOUTH REG 2017
1	Downey	S	10-11am, 6-7pm	90	\$ 149.35	\$ 13,441.50	U	400	\$ 20.00	\$ 8,000.00	0	60	46	14	0	120
1	Echo Deep	Y	6-7pm	50	\$ 149.35	\$ 7,467.50	U	500	\$ 20.00	\$ 10,000.00	105	450	347	105	58	1065
1	Glassell	Y	6-7pm	50	\$ 149.35	\$ 7,467.50	U	500	\$ 20.00	\$ 10,000.00	101	308	80	61	6	556
1	Highland	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	U	500	\$ 20.00	\$ 10,000.00	130	100	35	11	0	276
1	Lincoln	S														
2	Valley Plaza	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	U	500	\$ 20.00	\$ 10,000.00	93	100	64	32	0	289
2	North Hollywood	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	U	500	\$ 20.00	\$ 10,000.00	155	100	79	29		363
3	Cleveland	Y	6-7pm	50	\$ 149.35	\$ 7,467.50	NU	500	\$ 40.00	\$ 20,000.00	314	199	95	71	137	816
3	Lanark	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	U	500	\$ 20.00	\$ 10,000.00	87	75	37	9	0	208
3	Reseda	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	U	500	\$ 20.00	\$ 10,000.00	107	160	34	23	0	324
3	Woodland Hills	S	10-11am, 6-7pm	90	\$ 149.35	\$ 13,441.50	NU	400	\$ 40.00	\$ 16,000.00	0	45	38	25	15	123
4	Griffith	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	U	500	\$ 20.00	\$ 10,000.00	126	100	57	41	0	324
4	Pan Pacific	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	NU	500	\$ 40.00	\$ 20,000.00	29	64	40	12	0	145

4	Van Nuys Sherman Oaks	Y	6-7pm	50	\$ 149.35	\$ 7,467.50	NU	500	\$ 40.00	\$ 20,000.00	277	301	213	90	0	881
5	Cheviot Hills	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	NU	500	\$ 40.00	\$ 20,000.00	50	80	21	12	0	163
5	Westwood	Y	6-7pm	50	\$ 149.35	\$ 7,467.50	NU	500	\$ 40.00	\$ 20,000.00	137	207	177	40	30	591
6	Fernangel es	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	U	500	\$ 20.00	\$ 10,000.00	220	95	19	21	0	355
6	Sepulveda	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	U	500	\$ 20.00	\$ 10,000.00	132	100	27	14	0	273
6	Sun Valley	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	U	500	\$ 20.00	\$ 10,000.00	158	106	74	29	0	367
7	Hubert Humphrey	Y	6-7pm	50	\$ 149.35	\$ 7,467.50	U	500	\$ 20.00	\$ 10,000.00	200	233	188	56	26	703
7	Ritchie Valens	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	U	500	\$ 20.00	\$ 10,000.00	115	100	40	9	0	264
7	Sylmar	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	U	500	\$ 20.00	\$ 10,000.00	171	179	52	40	0	442
7	Verdugo Hills	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	NU	500	\$ 40.00	\$ 20,000.00	49	65	4	3	0	121
8	Algin Sutton	S														0
8	Jackie Tatum/Harvard	S	10-11am, 6-7pm	90	\$ 149.35	\$ 13,441.50	U	400	\$ 20.00	\$ 8,000.00	0	91	50	46	0	187
8	Van Ness	S														0
9	Central	S	10-11am, 6-7pm	90	\$ 149.35	\$ 13,441.50	U	400	\$ 20.00	\$ 8,000.00	132	75	60	1	0	268
9	Fremont	Y	6-7pm	50	\$ 149.35	\$ 7,467.50	U	500	\$ 20.00	\$ 10,000.00	115	398	218	77	45	853
9	Green Meadows	S	10-11am, 6-7pm	90	\$ 149.35	\$ 13,441.50	U	400	\$ 20.00	\$ 8,000.00	74	100	39	5	0	218
9	John C. Argue/Expo	Y	6-7pm	50	\$ 149.35	\$ 7,467.50	U	500	\$ 20.00	\$ 10,000.00	281	648	367	122	20	1438

9	Ross Snyder	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	U	500	\$ 20.00	\$ 10,000.00	64	100	88	27	0	279
9	South Park	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	U	500	\$ 20.00	\$ 10,000.00	60	37	0	0	0	97
10	Celes King III	Y	6-7pm	50	\$ 149.35	\$ 7,467.50	U	500	\$ 20.00	\$ 10,000.00	19	378	260	74	59	790
10	EG Roberts	Y	6-7pm	50	\$ 149.35	\$ 7,467.50	U	500	\$ 20.00	\$ 10,000.00	141	311	287	3	88	830
10	LACES	Y	6-7pm	50	\$ 149.35	\$ 7,467.50	U	500	\$ 20.00	\$ 10,000.00	16	137	189	36	46	424
11	Mar Vista	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	NU	500	\$ 40.00	\$ 20,000.00	21	100	39	27	0	187
11	Rustic Canyon	S	10-11am, 6-7pm	90	\$ 149.35	\$ 13,441.50	NU	400	\$ 40.00	\$ 16,000.00	3	10	4	2	0	19
11	Stoner	S	10-11am, 6-7pm	90	\$ 149.35	\$ 13,441.50	U	400	\$ 20.00	\$ 8,000.00	24	20	12	7	0	63
11	Venice	Y	6-7pm	50	\$ 149.35	\$ 7,467.50	NU	500	\$ 40.00	\$ 20,000.00	225	165	84	4	33	511
11	Westchester	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	NU	500	\$ 40.00	\$ 20,000.00	42	49	30	8	0	129
12	Granada Hills	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	NU	500	\$ 40.00	\$ 20,000.00	0	0	0	0	0	0
12	Northridge	S	10-11am, 6-7pm	90	\$ 149.35	\$ 13,441.50	NU	400	\$ 40.00	\$ 16,000.00	201	100	58	26	0	385
13	Hollywood	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	U	500	\$ 20.00	\$ 10,000.00	51	183	45	39	0	318
14	Costello	S	10-11am, 6-7pm	90	\$ 149.35	\$ 13,441.50	U	400	\$ 20.00	\$ 8,000.00	9	45	22	4	0	80
14	Pecan	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	U	500	\$ 20.00	\$ 10,000.00	119	60	50	23	0	252
14	Richard Alatorre	Y	6-7pm	50	\$ 149.35	\$ 7,467.50	U	500	\$ 20.00	\$ 10,000.00	10	353	223	129	0	715
14	Roosevelt	Y	6-7pm	50	\$ 149.35	\$ 7,467.50	U	500	\$ 20.00	\$ 10,000.00	0	0	95	3	27	125

14	Yosemite	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	U	500	\$ 20.00	\$ 10,000.00	42	140	0	0	0	182
15	109th	S	10-11am, 6-7pm	90	\$ 149.35	\$ 13,441.50	U	400	\$ 20.00	\$ 8,000.00	49	37	38	3	0	127
15	Banning	Y	6-7pm	50	\$ 149.35	\$ 7,467.50	U	500	\$ 20.00	\$ 10,000.00	10	190	100	51	37	388
15	Harbor	S	10-11am, 6-7pm	90	\$ 167.57	\$ 15,081.30	U	500	\$ 20.00	\$ 10,000.00	127	100	93	27	0	347
15	Hey Rookie	Y	6-7pm	50	\$ 149.35	\$ 7,467.50	NU	500	\$ 40.00	\$ 20,000.00	0	139	37	28	8	212
15	Peck	Y														
	TOTAL:			3770	\$ 7,737.21	\$ 600,764.90		23500		\$ 604,000.00	4591	7193	4255	1519	635	18193

**City of Los Angeles
Department of Recreation and Parks
Citywide Aquatics**

SwimLA Scholarships

Facility	Council District	Year-Round/ Seasonal	SESSION 1	SESSION 2	SESSION 3
			2018	2018	2018
Downey	1	S			
Echo Deep	1	Y			
Glassell	1	Y			
Highland	1	S			
Lincoln	1	S			
North Hollywood	2	S			
Valley Plaza	2	S			
Cleveland	3	Y			
Lanark	3	S			
Reseda	3	S			
Woodland Hills	3	S			
Griffith	4	S			
Pan Pacific	4	S			
Van Nuys Sherman Oaks	4	Y			
Cheviot Hills	5	S			
Westwood	5	Y			
Fernangeles	6	S			
Sepulveda	6	S			
Sun Valley	6	S			
Hansen Dam	7	Y			
Hubert Humphrey	7	Y			
Ritchie Valens	7	S			
Sylmar	7	S			
Verdugo Hills	7	S			
Algin Sutton	8	S			
Jackie Tatum/Harvard	8	S			
Van Ness	8	S			
Central	9	S			
Fremont	9	Y			
Green Meadows	9	S			
John C. Argue/Expo	9	Y			
Ross Snyder	9	S			
South Park	9	S			
Celes King III	10	Y			
EG Roberts	10	Y			
LACES	10	Y			
Mar Vista	11	S			
Rustic Canyon	11	S			
Stoner	11	S			

Venice	11	Y			
Westchester	11	S			
Granada Hills	12	S			
Northridge	12	S			
Hollywood	13	S			
Costello	14	S			
Pecan	14	S			
Richard Alatorre	14	Y			
Roosevelt	14	Y			
Yosemite	14	S			
109th	15	S			
Banning	15	Y			
Harbor	15	S			
Hey Rookie	15	Y			
Peck	15	Y			
Total					

City of Los Angeles
 Department of Recreation and Parks
 Citywide Aquatics Division
 SwimLA - Annex 4

		MONTH:					Total		RUNNING TOTAL	
		Week 1 Total Hours	Week 2 Total Hours	Week 3 Total Hours	Week 4 Total Hours	Week 5 Total Hours	Total HW	\$ Total	Total HW	\$ Total
Summer 2018 Sponsor Tracking Hours										
Swim LA FACILITIES	Pool Manager II									
	Pool Manager I									
	Lifeguard									
	Pool Clerk									
	Locker Attendant									
OPERATIONAL COSTS	Administrative Support									
	IT Support									
	Clerical Support									
	Seasonal Aquatic Facility Manager III									
	Aquatic Directors									
	Principal Recreation Supervisor									