

APPROVED
NOV 04 2021
BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 21-193

DATE: November 04, 2021

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: WOMEN COACH LOS ANGELES PROGRAM - AGREEMENT WITH THE LOS ANGELES PARKS FOUNDATION AND NIKE, INC. (NIKE) FOR THE ACCEPTANCE OF FUNDING AND IN-KIND SUPPORT FOR THE CONTINUANCE OF THE VOLUNTEER FEMALE COACH DEVELOPMENT AND RECRUITMENT INITIATIVE AND ADOPTION OF A CITYWIDE COACH PLAN INITIATIVE.

AP Diaz	_____	M. Rudnick	_____
H. Fujita	_____	C. Santo Domingo	_____
* J. Kim		N. Williams	_____



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed partnership agreement (Agreement) with the Los Angeles Parks Foundation (LAPF), a California nonprofit organization, and Nike, Inc., an Oregon registered corporation, to (a) continue the planning and implementation of a recruitment and training program for female coaches and sports officials under the RAP's Women Coach Los Angeles program with the objective of increasing the number of available female coaches and sports officials to participate and serve girls sports programs operated by the Department of Recreation and Parks (RAP) as well as increase the number of girls participating in girls sports programs, and to (b) develop and execute a standardized Coach Plan Citywide Initiative (collectively, Program);

2. Accept the charitable contributions provided by LAPF and Nike as part of the Agreement, including but not limited to resources for Program planning, female participant recruitment and training, funding and items, for the specific purposes described in the proposed Agreement, collectively valued up to approximately Five Hundred Five Thousand Dollars (\$505,000.00), all as set forth in the Agreement;

3. Authorize RAP's Chief Accounting Employee or designee to establish the necessary accounts and/or to appropriate funding received within: Recreation and Parks Grant" Fund 205 to accept charitable funds from LAPF provided by Nike for the Project Coordinator position for a three year period.

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4. 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;
5. Authorize RAP's General Manager or Designee to make any necessary technical changes consistent with the Board's intent in approving this Report and proposed Agreement
6. Authorize the Board President and Secretary to execute the approved Agreement subsequent to all necessary approvals.

SUMMARY

In 2019, the Board approved a partnership with LAPF, Nike and RAP for the funding and implementation of Women Coach Los Angeles (WCLA) which was aimed to increase the pool of trained female coaches in youth sports leagues throughout the City (BOARD REPORT 19-025). The initiative was informed by studies that revealed that low-income minorities and girls were significantly more likely to be inactive in Los Angeles as well as the research that shows that girls respond best to female mentors. Consequently, the program focused on recruiting, training and placing female coaches to promote gender equity in youth sports by engaging female role models and mentors for girls.

RAP intends to expand these efforts by developing and executing a Coach Plan Citywide Initiative, which will include the development of a standardized playbook and the organization of train-the-trainer coach summit. The goal will be to equip all coaches with the training and engagement to deliver early positive sport and play experiences.

Under the proposed Agreement, Nike, LAPF and RAP will partner to expand the Women Coach Los Angeles program and develop a Coach Plan Citywide Initiative, with the goal of ensuring efficient and equitable play across all sports and genders throughout City parks and centers.

Nike will:

- Provide a \$30,000 Cash Donation to LAPF to be provided to RAP to support its training partner and to continue the Women Coach LA program for 2022
- Support the strategy building activities for the development of the Women Coach LA Work-Study Program
- Provide an in-kind contribution consisting of a product allowance (at retail) valued up to \$105,000
- Provide a \$300,000 Cash Donation to LAPF to be provided to RAP to hire a Project Coordinator for three years
- Provide a \$40,000 Cash Donation to LAPF to be provided to RAP to support indirect costs for both Women Coach LA and Coach Plan Initiative programs.

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- Provide \$30,000 to Support the Los Angeles Parks Foundation internal administration

The initial initiative successfully engaged close to 700 women and delivered training on how to coach girls in sport as well as across four different sports: soccer, volleyball, basketball and softball. In addition to the success of the initial partnership, WCLA provided various learnings and opportunities on how to engage all coaches across the department through a sustainable approach.

FISCAL IMPACT

The Board's acceptance of the charitable contributions provided by Nike through a monetary donation to LAPF and non-financial contributions received by RAP associated with the Program, will have no negative fiscal impact to RAP's General Fund.

STRATEGIC PLAN INITIATIVES AND GOALS

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

- | | |
|-----------------------|---|
| Goal No. 6: | Build Financial Strength and Innovative Partnerships |
| Outcome No. 3: | In coordination with the Los Angeles Parks Foundation (LAPF), expansion and development of new partnerships, sponsorships and donations support the Department's programs and park facilities |
| Goal No. 7: | Maintain a Diverse and Dynamic Workforce |
| Outcome No. 4: | Development and retention of a workforce that meets the park system's public service and internal management needs |

This report was prepared by Austin Dumas, Principal Recreation Supervisor I, GPLA (EXPO Center)

LIST OF ATTACHMENTS/EXHIBITS

- 1) Partnership Agreement

PARTNERSHIP AGREEMENT
by and among the City of Los Angeles,
Los Angeles Parks Foundation and NIKE, Inc.

Effective Date: November ____, 2021

This Partnership Agreement dated November ____, 2021 (“Agreement”), is made by and among NIKE, Inc., an Oregon registered NIKE entity corporation, located at One Bowerman Drive, Beaverton, Oregon 97005 (“NIKE”), the City of Los Angeles, a municipal corporation (“City”), acting through its Department of Recreation and Parks (“RAP”), and Los Angeles Parks Foundation, a California 501(c)(3) corporation, located at 2650 N. Commonwealth Avenue, Los Angeles, CA 90027 (“LAPF”). NIKE, LAPF and RAP may each be referred to as a “Party” and collectively as “Parties.” LAPF and RAP together may be referred to as “Partner”, which implies joint obligations of both LAPF and RAP.

Pursuant to this Agreement, NIKE, is donating funds (“Partnership Funds”), items and services to LAPF and RAP in accordance with the Program Scope attached hereto as Exhibit A and incorporated herein by this reference (“Program Scope”).

In consideration of the above, NIKE, the City and LAPF each agree as follows:

1. Purpose and Use of Partnership Funds. The Program Scope states the specific purpose(s) of the partnership and describes the program it will support (“Program”), and Partner agrees to use the Partnership Funds exclusively for such Program. Whether or not Partner maintains a separate bank account, the Partnership Funds should be treated as a “restricted fund,” and no part of it shall be used for purposes other than those designated in this Agreement and the Program Scope. In addition, LAPF represents and warrants to NIKE that:

(a) LAPF is a non-profit charitable organization that qualifies under Section 501(c)(3) of the Internal Revenue Code or, if it is not a U.S. organization, it is a foreign organization with classification and charitable purpose similar to an organization described under IRC §501(c)(3);

(b) LAPF will expend Partnership Funds solely for qualified charitable or educational purposes as defined by the Internal Revenue Code or similar international requirements; and

(c) LAPF will not use Partnership Funds for administrative or overhead costs unless such use has been approved in writing by NIKE. LAPF acknowledges that even if such approval is obtained, no more than 15% of direct project costs may be allocated by LAPF for overhead and administrative expenses. LAPF further

represents and warrants that any approved expenses for administrative or overhead costs will be solely for charitable or educational purposes under the Internal Revenue Code or similar international requirements.

2. Program Data & Evaluation; Data Security and Privacy

(a) While implementing the Program, Partner may gather or otherwise obtain information directly related to the Program including, but not limited to, monitoring and evaluation data (collectively, the "Program-Related Data"). Upon NIKE's request, Partner shall provide NIKE with all Program-Related Data in a form to be mutually agreed-upon by the parties. Partner acknowledges and agrees that NIKE may use the Program-Related Data solely for the purpose of monitoring and evaluating the effectiveness of the Program.

(b) NIKE, by itself or through a third party, may evaluate and monitor the Program. Such evaluation and monitoring may include meeting with Partner staff and/or site visits to review the Partner's systems, operations and accomplishments related to the Program. Partner shall cooperate and assist with any such reasonable evaluations and monitoring.

(c) Partner agrees and acknowledges that nothing in this Agreement requires Partner to access or process any information (a) related to an identified or identifiable individual, (b) data protected under privacy and security laws and regulations, or information that is linked or combined with (a) or (b) ("Personal Data") from or on behalf of NIKE or Confidential Information of NIKE (collectively, "NIKE Data"). Partner shall not handle NIKE Data. In the event Partner discovers it has inadvertently gained access to or processed NIKE Data, Partner shall (a) immediately notify NIKE; (b) enter good faith negotiations for any additional contract terms needed for compliance with applicable laws; (c) handle or process any such NIKE Data in accordance with NIKE's written instructions; and (d) handle or process any such Personal Data solely for the benefit of NIKE and not for the benefit of Partner or any third party. In the event Partner may require access to or processing of NIKE Data, it shall notify NIKE prior to such access or processing and enter good faith negotiations for additional contract terms needed under applicable law. A breach of this Section shall be deemed a material breach under the Agreement and entitle NIKE to terminate the Agreement without penalty

3. Accounting and Records. Partner shall maintain accurate books and records of all receipts and expenditures directly related to use of Partnership Funds. NIKE will maintain all receipts and expenditures and other documentation necessary to determine the value of any services and items contributed to the Partner as part of this Program and provide such documentation upon request by the Partner.

4. Reports. Partner will provide an Interim and Final Report as set forth in the Program Scope. Partner understands that failure to provide NIKE with these

reports will cause Partner to become ineligible for future funding for other programs.

5. Non-Use of Partnership Funds. Partner shall notify NIKE of the amount of any Partnership Funds Partner has not spent for the Program. Upon NIKE's written approval, Partner may receive an extension of time by which to spend the remaining Partnership Funds. If Partner does not receive such an extension, Partner shall, as directed by NIKE, expend the funds for another qualified educational or charitable purpose designated by NIKE, pay the funds over to a charitable organization designated by NIKE or return the funds to NIKE.

6. Termination. Any Party may terminate this Agreement with an advance thirty (30) day notice, in writing, and cancel the Program and/or any unpaid disbursements if:

(a) the Party determines, in its sole, reasonable discretion, that another Party (i) is not making satisfactory progress toward the goals of the Program, or there has been a development that significantly affects the operation of the Program or a Party (including but not limited to the changes referenced in Section 8) and the terminating Party determines that satisfactory progress toward the goals of that Program is unlikely; (ii) has changed the relevant Program in any material respect without the prior written consent of the other Party; or (iii) has violated the terms of this Agreement in any material respect; or

(b) a Party (i) disburses any portion of the Partnership Funds for purposes not included in the terms of this Agreement; or (ii) LAPF ceases to be a charitable organization under Section 501(c)(3) of the Internal Revenue Code or, if LAPF is not a U.S. organization, ceases to be a charitable organization under the relevant foreign regulation.

Notwithstanding the foregoing, this Agreement shall terminate automatically with no additional obligations to any Party in the event that a Party (i) dissolves, (ii) ceases to operate or do business on a regular basis, or (iii) becomes insolvent, bankrupt or generally fails to pay its debts as such debts become due.

If it is not already terminated under this Section 6, this Agreement shall automatically terminate June 30, 2024. For the avoidance of doubt, the term of this Agreement begins on the Effective Date and ends on June 30, 2024 (the "Term") pursuant to the terms herein.

Within 30 days after receiving notice from NIKE of termination, or from the date of termination if such termination occurs automatically, Partner shall, at NIKE's election, pay any unused funds to a charitable organization designated by NIKE or return the funds to NIKE.

7. Amendment. Any Party shall notify the other Parties in writing of any changes proposed by the notifying Party regarding its purposes, goals, population served,

timing, activities, or expenditures described in this Agreement or Program Scope, and the other Parties may accept or reject such changes in its sole discretion. No change or amendment to this Agreement or Program Scope shall be effective unless made in writing and duly executed by the Parties.

8. Notice of Changes. Partner shall promptly notify NIKE in writing within 30 days after the occurrence of any of the following:

- Change in the key personnel of a Project or the Partner;
- Change in address or phone number;
- Change in name of the Partner (and submit to NIKE a letter from the IRS noting the change);
- Change in the non-profit or tax status of the Partner; or
- Any other development that significantly affects the operation of the Partner or the use of the Partnership Funds.

9. Use of Name.

(a) Partner authorizes NIKE to use the name of Partner as part of press releases, brochures, newsletters, web sites and other publications for the sole purpose of announcing and describing the Partnership and subject to the prior written approval by each Partner.

(b) Partner is permitted to reference NIKE and the Partnership in annual reports and financial accounts covering the period of a Program. All other public statements, media communications or references to NIKE (including but not limited to use of the NIKE's name, marks, logos and tagline) in publicly available documents (i.e., websites, fundraising brochures, advertisements, marketing, publicity, etc.) require prior written approval from NIKE. NIKE encourages Partner to inquire about referencing NIKE prior to publication.

10. Intellectual Property. For any copyright, patent, trade name, trademark or service mark created solely in connection with and as a result of the Program ("Intellectual Property"), NIKE, City, and LAPF is each hereby granted a royalty free, non-exclusive worldwide license to use any or all of the Intellectual Property in perpetuity for any purpose or purposes that furthers the Program Scope during the term of this Agreement, including republication or sublicensing of such Intellectual Property with prior written approval. Notwithstanding the foregoing, any Intellectual Property that is created by a LAPF or RAP shall remain the exclusive property of those entities. Additionally, for any copyright, patent, trade name, trademark or service mark created solely in connection with and as a result of the Program by NIKE ("NIKE Intellectual Property") LAPF and RAP are hereby granted a royalty free, non-exclusive worldwide license to use any or all of the NIKE Intellectual Property for any purpose or purposes that furthers the Program Scope during the term of this Agreement, including republication or sublicensing of such Intellectual Property with prior written approval. Notwithstanding the

foregoing, any NIKE Intellectual Property shall remain NIKE's exclusive property including but not exclusive to Made to Play and training program and curriculum developed for this project and not yet named. The Parties agree that the terms "Women Coach Los Angeles", "Women Coach LA", "WCLA", "Girls Coach LA" and "Girls Coach Los Angeles" is owned by the City.

If Partner utilizes any non-Nike materials or, engages any third party for the Program Scope, then Partner shall be responsible for all aspects of the trademark, copyright and other clearance of third-party images, music, film clips and other materials. Partner shall also obtain individual waivers to use of name, image, likeness, voice, etc. from all third parties where required by applicable law.

11. Communications. Each notice, consent, request, or other communication required or permitted under this Agreement will be in writing, will be delivered personally or sent by certified mail (postage prepaid, return receipt requested), by email (with electronic confirmation of receipt and a confirmation hard copy sent by regular mail no later than the following business day) or by a recognized overnight courier, and will be addressed as follows:

If to NIKE: community.impact@nike.com

If to LAPF: Carolyn Ramsay, Executive Director
Los Angeles Parks Foundation
2650 N. Commonwealth Avenue
Los Angeles, CA 90027

carolyn@laparksfoundation.org

If to RAP City of Los Angeles
Department of Recreation and Parks
Attn: Partnership Section Head
221 N. Figueroa Street, Suite 180
Los Angeles, CA 90012

rap.partnerships@lacity.org

Each notice, consent, request, or other communication will be deemed to have been received by the party to whom it was addressed (a) when delivered if delivered personally; (b) on the fifth business day after the date of mailing if mailed; (c) on the first business day after the email transmission if delivered by email; or (d) on the date officially recorded as delivered according to the record of delivery if delivered by overnight courier. Each party may change its address for purposes of this Agreement by giving written notice to the other party in the manner set forth above.

12. Indemnification. Each Party shall indemnify and hold the other Parties harmless from and against any claim, liability, loss, damages, fines, penalties, and expenses (including but not limited to reasonable legal fees and costs) arising out of the Partnership, any breach by the indemnifying Party of this Agreement, or any act or omission of indemnifying Party in connection with such Party's activities.

13. Entire Agreement. This Agreement represents the entire agreement between all the Parties with respect to the matters set forth herein. This Agreement may be amended only as provided for in this Agreement. All parties have had the opportunity to have this Agreement reviewed by their attorneys.

14. Waiver. Each Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. Each Party's waiver of any right granted under this Agreement on one occasion will not (a) waive any other right; (b) constitute a continuing waiver; or (c) waive that right on any other occasion.

15. Applicable Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of California, without regard to principles of conflict of laws. Any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in County of Los Angeles, California, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.

16. Exclusivity.

During the term of this Agreement, Partner agrees to adhere to this clause of Exclusivity. For purposes of this Section the term "Customer Competitor" means a person or entity which, directly or through an Affiliate, designs, manufactures, markets or distributes: (a) sports, athleisure or casual apparel; (b) sports-related equipment or accessories, including but not limited to balls and inflatables, bags, headbands, wristbands and protective pads; (c) sunglasses and other eyewear; (d) sports timing and other electronic devices; (e) athletic or athletically-inspired or derived footwear; or (f) products that bear any of the brand names listed in Exhibit B; provided, however, that a bona fide retailer which derives less than twenty percent (20%) of its revenues from the sale of such products will not be deemed to be a "Customer Competitor". During the term of this Agreement, Partner will not, directly or through any of its Affiliates, accept any engagement or partner with any Customer Competitor in any way on any program that is substantially similar to the Program content governed in any Program Scope under this Agreement.

17. Independent Parties. Notwithstanding use of the term "partnership" or "partner" herein, nothing in this Agreement shall be construed to create a joint venture or partnership or establish a relationship of principal and agent or of employer and employee, or any other relationship other than that of independent parties. Neither Party will represent the other Party in any capacity, bind the other Party to any contract or create or assume any obligation on behalf of the other

Party for any purpose whatsoever, except as expressly authorized by this Agreement.

18. Compliance.

(a) Child Safeguarding. To the extent any Programs, activities, or any other work to be funded under the Partnership Funds involve children (any person under age 18 or such other age as established by local law to be a minor), or any personnel of Partner, its partners, contractors, or volunteers engaged in such Programs, activities, or work, may come into contact with children, each Partner, with respect to itself, represents and warrants to NIKE that:

- i. Partner complies with all applicable child safeguarding, protection, welfare, and online privacy laws and regulations applicable to the respective Partner and its activities;
- ii. Partner has and will maintain and implement during the Term of this Agreement, policies, procedures, and practices in place to prohibit and prevent its personnel, partners, contractors, volunteers, and participants (including other children), from engaging in child sexual abuse, physical abuse, emotional abuse, bullying, neglect, exploitation and inappropriate conduct when interacting with children under this Agreement; and
- iii. Partner shall notify NIKE immediately if any allegation or report is made of inappropriate conduct or physical, sexual or emotional abuse against a child in connection with the Program, including Program activities, or any other work funded under the Partnership Funds, and any investigation and corrective actions taken.

(b) Anti-Bribery and Anti-Corruption ("ABAC"). Partner and its representatives, including but not limited to its officers, directors, employees, agents, members, trustees, Affiliates, subcontractors, and any other person acting on its or their behalf (collectively, "Partner Resources", "they", or "them" for the purposes of this ABAC Section and the following Sanctions Compliance Section) have conducted and will continue at all times to conduct their business in an ethical manner and in compliance with all applicable anti-bribery and anti-corruption laws ("ABAC Laws") and trade laws. Without limiting the foregoing, they have not engaged and will not engage, directly and indirectly, in the offer, payment, promise, solicitation or acceptance of a bribe, kickback, or other improper benefits in connection with this Agreement. Upon becoming aware of any actual or alleged violation of the provisions set forth in this clause or of any ABAC Laws or trade laws in connection with this Agreement, Partner shall give immediate written notice to NIKE.

(c) Sanctions Compliance. By entering into this Agreement, Partner confirms that Partner, its subsidiaries, principals, officers, directors, employees, agents, Affiliates and representatives are not: (i) themselves subject to any applicable sanctions including those administered by the Office of Foreign Assets Control of the US Treasury Department (“OFAC”), the United Nations Security Council, the European Union, the United Kingdom or other relevant sanctions authority (collectively “Denied Parties”); (ii) owned or controlled by Denied Parties; or (iii) located, organized or resident in a country or territory that is the subject of OFAC comprehensive sanctions or other applicable sanctions or embargoes. Additionally, to the extent applicable, Partner confirms that it will not provide NIKE with any services or products that are directly or indirectly sourced, in whole or in part, from a country or territory that is the subject of OFAC comprehensive sanctions or other applicable sanctions or embargoes. For convenience, as of the Effective Date of this Agreement, OFAC has targeted the following countries and territories for comprehensive sanctions: Iran, Syria, North Korea, Cuba, and the territory of Crimea. In its dealings with governmental entities, Partner shall not represent NIKE or any of its Affiliates or purport to represent or otherwise act on behalf of NIKE or any of its Affiliates, unless expressly stated otherwise in this Agreement.

(d) Gifts or Payments to NIKE Employees. Partner acknowledges that NIKE and its Affiliates have a policy regarding gifts, gratuities and other payments given to their employees, more details of which can be found in NIKE’s Code of Conduct: [Inside the Lines](#). Partner shall not take any action that could reasonably be expected to induce an employee of NIKE or any of its Affiliates to violate the policy. In particular, but without limiting the foregoing, Partner shall not give a gift to an employee (i) in cash or cash equivalents, in any amount; (ii) that exceeds NIKE’s applicable gift threshold (certain territories, organizations or functions may be subject to more restrictive monetary limits on gifts, and the more restrictive monetary limit applies); or (c) give a gift of any kind to any relative, friend, associate or charitable organization favored by such employee if there is any implied expectation of a return favor.

(e) Non-Compliance. Partner’s failure to comply any provision in this Section 18 shall be a material breach of this Agreement.

IN WITNESS WHEREOF, NIKE and Partners have executed this Agreement as of the date first included above.

NIKE:

NIKE, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

LAPF:

Los Angeles Parks Foundation

By: _____

Printed Name: _____

Title: _____

Date: _____

RAP:

CITY OF LOS ANGELES

Department of Recreation and Parks

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: _____

Date: _____

EXHIBIT A

PROGRAM SCOPE

This Program Scope sets forth the relative obligations of the Parties. All capitalized terms that are not in this Program Scope still have the meanings assigned to those terms in the Partnership Agreement.

1. Commitment Summary

1.1. Name: LA RAP Coach Plan Program

1.2. Term: 11/21/2021 - 06/30/2024

1.3. Total Value: USD \$505,000.00

1.3.1. Cash: USD \$370,000.00

1.3.2. Product: USD \$105,000.00

1.3.3. LA Parks Foundation Administrative Fees: USD 30,000.00

2. Description:

Background

In 2019, Nike USA, Inc., Nike, Inc.'s affiliate, and Partner partnered to develop Women Coach Los Angeles program (WCLA), pursuant to a Partnership Agreement last dated April 4, 2019 by increasing the pool of trained female coaches in youth sports leagues throughout the City of Los Angeles. The initiative was informed by studies that revealed that low-income minorities and girls were significantly more likely to be inactive in Los Angeles as well as the research that shows that girls respond best to female mentors. Consequently, the program focused on recruiting, training and placing female coaches to promote gender equity in youth sports by engaging female role models and mentors for girls. The initiative successfully engaged close to 700 women and delivered a training on how to coach girls in sport as well as across four different sports: soccer, volleyball, basketball and softball.

In addition to the success of the initial partnership, WCLA provided various learnings and opportunities on how to engage all coaches across the department through a sustainable approach. The program will evolve to adopt a Coach Plan Citywide Initiative, which will include a standardized playbook and train-the-trainer coach summit. The goal will be to equip all coaches with the training and engagement to deliver early positive sport and play experiences.

In the program for this Program Scope, Nike and Partner will continue the implementation of the Women Coach Los Angeles program in 2022 and develop a Coach Plan Citywide Initiative during the Term of this Program Scope with the goal of ensuring efficient and equitable play across all sports and genders throughout City parks and centers.

Program Goal

Continue implementation of the Women Coach Los Angeles program during 2022 by evolving the initiative into a work-study program for high school and college women. The Program will focus on recruiting, training and placing female coaches who are available to coach gender inclusive teams to promote gender equity in sports. This will lead to increased participation of women in coaching and improved participation and retention of girls in target underserved communities. For the sake of clarity, Nike's obligations with respect to the Women Coach Los Angeles program as outlined herein, as opposed to the Coach Plan Citywide Initiative, is solely for the year 2022 and not for the entire Term of this Program Scope.

Partner and Nike will develop and execute a standardized department Coach Plan Citywide Initiative including, without limitation, a Playbook for coaches. The approach will set the standard of excellence for coaches to create early positive experience for youth in sport. This will be homegrown by Partner and informed by data, research and department-wide insights.

3. Obligations, Objectives and Outputs:

Partner will fulfill the following obligations, objectives and outputs for the Program during the Term referenced in Section 1 above:

- Continue to have The Center for Healing and Justice through Sport (CHJS) lead Coach Trainings during the Term
- Coordinate with youth work source center for work-study program
- Manage logistics for Women Coach LA Work-Study Program including site selection, set-up and virtual resources
- Deliver a sustainability plan to institutionalize Women Coach LA for full adoption and implementation by Partner in 2022
- Partner to inform the coach plan and approach
- Coordinate with Partner's staff and recreation leaders to collect data, attend Coach Training Summits and deliver Site-Specific Trainings
- Collect and Share Stories with Nike regarding Youth and/or Coaches, and secure waivers from all such individuals upon the request of Nike, all in accordance with Section 10 of the Agreement.
- Support with logistics and operations, as needed, to distribute product
- Hire Coach Coordinator/Director

- Coordinate with Partner staff and recreation leaders and manage department logistics
- Institutionalize and earmark internal funding for continuation of the Women Coach LA program after 2022 and the Coach Coordinator/Director position for 2024 and beyond (i.e., after the Term of this Program Scope).

Nike will do the following during the Term referenced in Section 1 above:

- Support the strategy building activities for continuation of the Women Coach LA Work-Study Program
- Support the Development of the Coach Playbook, Landscaping and Coach Training Summit by engaging The Center for Healing and Justice Through Sport to provide Consulting and Training Services
- Elevating the Program via Nike Brand

3. Objectives and Outputs:

OBJECTIVES	OUTPUTS
Girls participation and retention numbers increase by aligning a pipeline of Partner programs supporting girls in sports	<ul style="list-style-type: none"> • Continue the Women Coach LA Program including partnership with youth work source program, recruitment, training and placing coaches in City of Los Angeles Department of Recreation & Parks leagues • Recruit and train 100 new coaches in 2022. • Create and Execute Women Coach LA Work-Study Program for High School & College Women for the Spring 2022 Semester, including coordinating with youth work source and managing logistics like site selection, set-up, and provision of virtual resources. • Partner with the Center for Healing & Justice Through Sport (CHJS) to deliver trainings to train all coaches on strategies for coaching girls, sport-specific strategies and required City of

	Los Angeles Department of Recreation & Parks onboarding.
Partner has sustainable tools and resources to support coach recruitment, training, and growth to promote gender equity in sports through its Women Coach LA program.	<ul style="list-style-type: none"> • Develop a sustainability plan to institutionalize Women Coach LA for full adoption and implementation by the Department during 2022
Set the standard of excellence for coaches to create early positive experiences for youth in sport through a homegrown, insights-based approach informing a clear strategy and plan.	<ul style="list-style-type: none"> • Complete one Data & Insights Landscaping Report by May 2022 to identify opportunities to recruit, train, support, and celebrate coaches across the entire department. The report will include: 1) Engaging Partner's Leadership, Recreation Leaders and Volunteer Coaches in data gathering activities, 2) Gather insights on what is working well and identify opportunities for coach engagement, 3) Inform Partner's Coach Plan/Approach.
Set the standard of excellence for coaches to create early positive experiences for youth in sports via Parks/Recreation Centers.	<ul style="list-style-type: none"> • With consultation and support from CHJS and informed by the Data & Insights Landscaping Report, develop a Citywide Coach Plan and Playbook in 2022. This will include: 1) Mission, Vision and Objectives, 2) Identify roles and responsibilities for the department, 3) Train-the-Trainer Model, 4) Strategies for coach recruitment, 5) Key Pillars and Requirements for all Department Coach Trainings. • Deliver Coach Training Summit in 2022 informed by the Playbook for all recreation leaders. The training will focus on 1) Coaching Strategies to drive positive experiences through sport for youth, 2) Equip recreation leaders with the tools to provide a universal Train-the-Trainer Model to train volunteer coaches at their respective sites starting in 2022. • Contribute to storytelling activities and amplify the impact to get and keep kids active and engage coaches with 2 stories per quarter highlighting

	<p>impact of program on participants and coaches submitted to Nike Made to Play Story Feed.</p> <ul style="list-style-type: none"> • Incentivize and reward coaches with a focus on growing the number of female coaches through product distribution. Product may be used for coach recruitment activities, training, and recognition.
<p>Partner has sustainable resources to support coach recruitment, training, and growth</p>	<ul style="list-style-type: none"> • Build Partner’s internal capacity to support a sustainable coach plan and approach for the department through creation and hiring of Coach Coordinator/Director role who leads Women Coach LA during 2022 and beyond, the development and implementation of the Coach Plan and Playbook, and the collection of data and insights to inform the report and Department plans for ongoing data collection • Develop data collection and reporting plan to include tracking of coach demographics and year over year retention

4. Reporting, Measures & Evaluations

4.1. Reporting

4.1. Reporting

4.1.1. Interim Reports. The Interim Reports will be submitted to Nike on June 30, 2022, and June 30, 2023, using Nike’s template, which includes information on reach, outputs, additional impact and required attachments.

4.1.2. Final Report. The Final Report will be submitted to Nike on June 30, 2024 using Nike’s template, which includes information on reach, outputs, additional impact and required attachments, including the Final Financial Report.

4.2. Measurement & Evaluation

4.2.1. Metrics (estimated reach for the Program):

- i) Number of girls, age 7-12

- a. 2021: 19,368
- b. 2022: 32,280
- c. 2023: 35,508
- ii) Number of girls, age 13+
 - a. 2021: 4,497
 - b. 2022: 7,496
 - c. 2023: 8,245
- iii) Number of Boys, age 7-12
 - a. 2021: 22,885
 - b. 2022: 38,142
 - c. 2023: 41,956
- iv) Number of boys, age 13+
 - a. 2021: 4,031
 - b. 2022: 6,719
 - c. 2023: 7,390
- v) Number of non-binary children, age 7-12
 - a. 2021: 18
 - b. 2022: 30
 - c. 2023: 33
- vi) Number of non-binary children, age 13+
 - a. 2021: 2
 - b. 2022: 4
 - c. 2023: 5
- vii) Number of female coaches
 - a. 2021: TBC
 - b. 2022: TBC
 - c. 2023: TBC
- viii) Number of male coaches
 - a. 2021: TBC
 - b. 2022: TBC
 - c. 2023: TBC

5. Disbursement Schedule

Disbursement Date	Disbursement Type	Disbursement Value	
		Currency	Amount
11/1/2021	Cash	USD	370,000.00
11/1/2021	Administrative Fee	USD	30,000.00
3/15/2022	Product	USD	35,000.00
1/15/2023	Product	USD	35,000.00
1/15/2024	Product	USD	35,000.00

Partner agrees to allocate the Partnership Funds disbursed above solely for the following purposes.

- \$30,000 to Support Training Partner and Execution for continuation of the Women Coach LA program for 2022
- \$300,000 to Hire a Coach Coordinator/Director for the Term
- \$40,000 to support indirect costs for both programs, Women Coach LA and Coach Plan Initiative
- \$30,000 to Support the Los Angeles Parks Foundation internal administration

5. Additional Terms:

None.

EXHIBIT B

BRAND NAMES OF CUSTOMER COMPETITORS

- Adidas
- Anta
- Asics
- Billabong
- Brooks
- Champion
- Fila
- Keds
- LA Gear
- Li Ning
- Lululemon
- Mizuno
- New Balance
- O'Neill
- PF Flyers
- Pony
- Puma
- Quicksilver
- Reebok
- Rip Curl
- Russell
- RVCA
- Saucony
- Skechers
- Toms
- Under Armour
- Vans
- Volcom