



Office of the Los Angeles City Attorney  
Hydee Feldstein Soto

REPORT NO. R26-0161  
MAR 24 2026

**REPORT RE:**

**2028 LOS ANGELES OLYMPIC AND PARALYMPIC GAMES  
ENHANCED CITY RESOURCES MASTER AGREEMENT**

The Honorable City Council  
of the City of Los Angeles  
Room 395, City Hall  
200 North Spring Street  
Los Angeles, California 90012

Honorable Members:

On February 26, 2026, the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (LA28) issued its version of a draft Enhanced City Resources Master Agreement (ECRMA) and proposed term sheet to the City Administrative Officer (CAO), Chief Legislative Analyst (CLA), the Mayor's Office of Major Events (OME), and our Office. Our Office has prepared proposed changes to that draft and distributed those proposed changes to the same parties. We write this report to bring to your attention a critical issue – the need to ensure that the ECRMA is clear and unambiguous on the most important foundational point:

**No LA28 legacy for the 2028 Olympic and Paralympic Games (2028 Games) can be funded unless and until all City of Los Angeles (City) costs are reimbursed because taxpayer dollars cannot be the source of funding a private foundation accountable only to itself and not to the public.**

The changes proposed by our Office are predicated on the oft-repeated promises of LA28 and the public statements by LA28 and the City – namely, that the 2028 Games will be held at no cost to the taxpayers and that all costs of **both** LA28 and the City necessary or desirable to support the 2028 Games will be paid first before any additional



surplus or “profit” is available to fund a private legacy fund for LA28.<sup>1</sup>

The changes our Office proposed also:

1. Align the ECRMA’s terms with applicable federal, state, and local laws, and the Games Agreement<sup>2</sup> (attached as Exhibit A);
2. Uphold the zero-cost principle and promise to this Council and the public;
3. Provide transparent audit rights and procedures in response to the heightened risk exposure to the City and LA28 especially given the recent claims against LA28’s chairman, Casey Wasserman; and
4. Improve clarity and manage risk by reducing ambiguity.

The core tenet for the creation of LA28 and the 2028 Games is that the 2028 Games will be “at no cost to taxpayers”.<sup>3</sup> Thus, the ECRMA must be drafted with the clarity and precision necessary to ensure that both LA28’s costs **and** the City’s additional costs are all fully reimbursed before LA28 can retain any of the extra revenue for its own private account/legacy fund.

The City has no control over LA28’s expenses, which are paid first, including the salaries, bonuses, and vendor amounts LA28 may choose to expend. Neither party has any control over what the City’s extraordinary expenses ultimately will be even if there are no weather-related issues, security incidents, emergencies or other unanticipated contingencies. Nor does either party have any control over the timing or actualization of federal reimbursement to the City. The last LA28 budget was for \$7.15 billion, but LA28 acknowledges that the latest budget does not include the City’s estimated \$1 billion of security funding. Although the City’s security cost could potentially be reimbursed by federal funding set aside for law enforcement agencies dedicating services related to the 2028 Games, the City will be competing with multiple agencies for those funds, and, as a result, may not receive sufficient funding to fully reimburse the City for its own use of law enforcement resources. Thus, there are two remaining issues in the ECRMA that must be resolved in the City’s favor for LA28 to fulfill their promised “no cost to taxpayers” foundational principle – (1) what happens if the federal government does not pay the assumed \$1 billion and (2) what happens if the City’s actual extraordinary expenses

---

<sup>1</sup> Please see the September 9, 2025 confidential report from our Office (Report No. R25-0447).

<sup>2</sup> In 2021, the City Council approved an overarching agreement (Games Agreement) with LA28. Section 7.2 of the Games Agreement requires the City and LA 28 to negotiate and execute an ECRMA that specifies the terms and conditions for the City’s provision of public services in excess of normal and customary services, as that phrase is defined by the Games Agreement (“Enhanced City Resources”) to support the 2028 Games and all related events.

<sup>3</sup> See LA28’s website, <https://la28.org/en/newsroom/Games-Agreement.html>; preserved: <https://perma.cc/P9L3-6M56> (“LA28 and the City of Los Angeles have developed a proposed agreement to support hosting a fiscally responsible and sustainable world-class Olympic and Paralympic Games in 2028 at zero cost to the City.”)



exceed \$1 billion? In either situation, this Office believes that **all surplus funds must reimburse the City and its taxpayers first as promised before any surplus funds are available for a legacy or tribute fund.**

The risk that the City's taxpayers will be left with the responsibility for 2028 Games expenses while surplus funds in excess of LA28's (and a portion of the City's actual) costs are retained by LA28 to fund a private legacy foundation is a legal and financial risk that flies in the face of the Games Agreement and the promises made to the public.<sup>4</sup> Moreover, state law (California Government Code section 53069.8) requires that the City maintain the contractual right to receive **full** reimbursement of its actual costs in providing supplemental law enforcement services. Separately and independently, the Los Angeles Municipal Code and the Games Agreement already obligate LA28 to pay for City services provided by other City departments, such as Recreation and Parks, Sanitation, and Transportation, which will inevitably incur significant costs in direct support of the 2028 Games. The ECRMA as drafted by LA28 limits the obligation to reimburse City costs before LA28 is permitted to create its own legacy fund with the surplus.

The ECRMA is the primary mechanism that the parties previously agreed would serve as the vehicle ensuring all City services are paid for prior to transfer of any surplus funds to a legacy organization and ultimate dissolution of LA28. This agreement is the final stop on this road and no further deferral of this fundamental issue is possible. **The City requires unambiguous language in the ECRMA to foreclose any scenario in which funds might go back to the wealthy backers and investors of the LA28 organization without reimbursing taxpayer-funded extraordinary costs.** The failure to make this point crystal clear in the ECRMA diminishes the City's ability to recover these costs and could result in liabilities, legal action and future shortfalls.

This Office believes it is imperative that the ECRMA contain an overriding provision on this issue and also include, among other things, rate sheets and definitions for the services clearly covered, auditing standards, and dispute resolution provisions. We have forwarded those proposed additions to the CAO, CLA and OME. An example of a possible clarifying and overriding clause might be:

**"Notwithstanding any other term or provision of this or any other agreement, the Parties acknowledge and agree that all Surplus, as that term is used in the Games Agreement, will be used to pay or reimburse the City for all Enhanced City Resources and supplemental services as agreed upon in this Agreement **first** before any Surplus is**

---

<sup>4</sup> See City of Los Angeles 2025 Tax and Revenue Anticipation Notes Issuance at pg, A-65 of Appendix A - City of Los Angeles Information Statement (July 3, 2025) ("*In the event that federal funding for public safety and security is either not provided or the amount provided is less than the actual costs, the remaining public safety and security expenses will be an unbudgeted liability of LA28 estimated at up to \$1.0 billion. If not paid through federal funding or by LA28, such expenses would become a liability of the City.*") (Emphasis added) (Available at <https://emma.msrb.org/P11872049-P11432266-P11877178.pdf#page=93>).



available to fund any amounts to the Legacy Entity described in Section 8 of the Games Agreement. No Surplus will be used for, on behalf of, at the direction of, or for the benefit of the Legacy Entity unless and until (a) the OCOG has received the City's written consent acknowledging that the City has been fully reimbursed for the Enhanced City Resources and supplemental services or (b) all Dispute Resolution processes have been fully determined and concluded and all amounts due to the City as a result thereof have been fully and finally paid."

If you have any questions regarding this matter, please contact me, Chief Assistant City Attorney Michael Dundas, or Assistant City Attorney Daniel Kreinbring at (213) 978-8100.

Sincerely,



HYDEE FELDSTEIN SOTO, City Attorney

cc: Mitch Kamin, Chief of Staff to Mayor Karen Bass  
Paul Krekorian, Executive Director of Mayor's Office of Major Events  
Matthew W. Szabo, City Administrative Officer  
Sharon M. Tso, Chief Legislative Analyst



**EXHIBIT A**  
**GAMES AGREEMENT**

# CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,  
COUNCIL/PUBLIC SERVICES DIVISION  
ROOM 395, CITY HALL

DATE: 12/23/2021

**(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)**

**FORM MUST BE TYPEWRITTEN**

FROM (DEPARTMENT): Office of the Chief Legislative Analyst

CONTACT PERSON: Alex Whitehead PHONE: 213-473-5744

CONTRACT NO.: **C-139679**

COUNCIL FILE NO.: 15-0989

ADOPTED BY COUNCIL: 12/3/2021  
DATE

APPROVED BY BPW: \_\_\_\_\_  
DATE

NEW CONTRACT   
AMENDED AND RESTATED   
ADDENDUM NO.   
SUPPLEMENTAL NO.   
CHANGE ORDER NO.   
AMENDMENT

CONTRACTOR NAME: Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (LA28)

TERM OF CONTRACT: Date of Last Signature THROUGH: Dissolution of OCOG or Mutual Agreement

TOTAL AMOUNT: None at this time

PURPOSE OF CONTRACT:

Games Agreement between City and LA28 to set forth material terms of the relationship between the Parties, including roles and responsibilities, in relation to the City's hosting of the Olympic and Paralympic Games in 2028.

**NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET**

**GAMES AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
AND  
THE LOS ANGELES ORGANIZING COMMITTEE  
FOR OLYMPIC AND PARALYMPIC GAMES 2028**

This Los Angeles 2028 Games Agreement (the “Games Agreement”) is made and entered into as of the date of the last signature set forth below by and among the City of Los Angeles, a municipal corporation (the “City”) and the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028, a California nonprofit public benefit corporation (the “OCOG”). Collectively, these entities shall be known herein as the “Parties” or individually as a “Party.”

WITNESSETH

WHEREAS, on August 16, 2017, the OCOG, the City, and the United States Olympic and Paralympic Committee (the “USOPC”) entered into that certain Memorandum of Understanding (as amended from time to time, the “MOU”), which set forth certain governing principles regarding hosting the 2028 Olympic and Paralympic Games (the “2028 Games”) to ensure the 2028 Games positively impact the community;

WHEREAS, the MOU provided that, were the City selected to host the 2028 Games, the OCOG and the City would enter into a definitive “Los Angeles 2028 Games Agreement” that would incorporate the terms of the MOU (including with respect to Enhanced City Resources (as defined in Section 7.2) in support of the 2028 Games) and set forth other customary terms and conditions to provide a critical framework for how the OCOG and the City will work together, along with a framework for engaging other municipalities related to 2028 Games delivery;

WHEREAS, on September 13, 2017, the City was selected by the International Olympic Committee (the “IOC”) to host the 2028 Games;

WHEREAS, the Parties acknowledge and agree that this Games Agreement constitutes the “Los Angeles 2028 Games Agreement” referenced in the MOU;

WHEREAS, in connection with the selection of the City as the host of the 2028 Games, the City, the OCOG, the IOC, and the other parties thereto entered into that certain Host City Contract effective as of September 13, 2017 (as amended or otherwise modified from time to time, the “Host City Contract”), which, among other things, sets forth the primary obligations of the City and the OCOG in connection with the planning, organizing, financing, and staging of the 2028 Games;

WHEREAS, the Host City Contract is comprised of, among other things, the HCC – Principles, the HCC – Operational Requirements, and the Candidature Commitments (as each such term is defined in the Host City Contract);

WHEREAS, the Parties desire to work together in good faith to host a safe and fiscally-responsible 2028 Games that are consistent with the long-term interests and values of the City and the people of Los Angeles;

WHEREAS, the Parties are committed to developing and operating in accordance with an operating budget for the 2028 Games that is prudent, realistic, and designed to protect taxpayers by mitigating financial risk and, hence, shall conduct 2028 Games-related operations in accordance with the goal of delivering a fiscally responsible 2028 Games;

WHEREAS, the Parties' plan to host the 2028 Games mitigates taxpayer risk and carbon footprint by maximizing the use of existing and planned world-class facilities, operators, and venues;

WHEREAS, the Parties acknowledge that the risk-mitigation features of the OCOG Budget (as defined in Section 6.4) are enhanced by the inclusion of a substantial Contingency (as defined in Section 12.4) to protect the OCOG and the City against the financial risk of additional costs arising from unknown events and changed circumstances that may arise during the 2028 Games planning and delivery process;

WHEREAS, the Parties' risk-mitigation planning shall be further enhanced by an insurance package for the 2028 Games that shall be negotiated and purchased by the OCOG and shall be comprehensive, both in its coverage and scale;

WHEREAS, the Parties desire to build upon the Parties' careful risk mitigation planning that has been cooperatively undertaken to date by memorializing herein their intentions concerning certain material terms of their relationship in regard to hosting the 2028 Games;

WHEREAS, the Parties affirm through this Games Agreement a continued shared set of values of innovation and a community-centered focus by which the 2028 Games will be designed and executed, including a guiding principle of maximizing the public benefit with commitments on sustainability, resiliency, innovation, diversity, equity, and inclusion, while fully mitigating any negative impact to communities, in particular those located near 2028 Games venues;

WHEREAS, the Parties recognize the value of sport as a way to celebrate human achievement and connect local and global communities in unique and powerful ways, acknowledging the benefit of both elite competition and recreational sport;

WHEREAS, the Parties recognize the City's racial, gender, physical ability, sexual orientation, and socio-economic diversity as a strength and intend that the OCOG, its Board of Directors, and all of its committees reflect such strength;

WHEREAS, the Parties celebrate the IOC's leadership role in supporting the UN Women in the Sports for Generation Equality initiative, which aims to advance gender equality and the empowerment of women and girls in and through sport, and, as such, seek to ensure that the OCOG, its Board of Directors, and its committees maintain gender parity;

WHEREAS, the Parties desire to ensure the 2028 Games reflect a commitment to sustainability as a guiding principle and to seek opportunities to create a lasting, positive impact through fiscal, social, and environmentally responsible practices and a commitment to engagement with all communities, including historically disadvantaged communities, in Los Angeles;

WHEREAS, the Parties recognize that the 2028 Games provide a unique platform to empower meaningful shared economic opportunity across the Los Angeles community and to engage the community in creative, inclusive, innovative, and diverse education, arts, and culture opportunities and youth sports;

WHEREAS, the period of OCOG operations will necessitate that the City and the OCOG meet regularly;

WHEREAS, local governmental viewpoints are an essential constituent of the OCOG's operation of the 2028 Games;

- 6.2 City Funds. The OCOG shall not make any commitment related to any City funds or any City financial guarantee without the express approval of the City.
- 6.3 Power to Bind. Each of the Parties acknowledges and agrees that it shall not have any authority to bind the other to any legally binding obligation unless that authority has been granted to it by such other Party.
- 6.4 OCOG Budget. The Parties acknowledge and agree that the OCOG shall plan, organize, and deliver the 2028 Games within a total project budget for the 2028 Games (the “OCOG Budget”). The OCOG Budget shall include Revenue Line Items and Cost Line Items. As used herein, “Revenue Line Items,” individually or in the aggregate, is limited to the following IOC-identified revenue categories: (1) the IOC’s contribution; (2) the TOP Programme (gross); (3) domestic sponsorships (gross); (4) ticket sales; (5) licensing and merchandise; (6) government contributions; (7) lotteries; and (8) other revenues. As used herein, “Cost Line Items,” individually or in the aggregate, is limited to the following IOC-identified cost categories: (A) venue infrastructure; (B) sport, games services and operations; (C) technology; (D) people management; (E) ceremonies and culture; (F) communications; marketing and look; (G) corporate administration; (H) Legacy and Impact Programs; (I) other expenses; and (J) Contingency. Each of the foregoing Revenue Line Items and Cost Line Items shall be determined as represented in Table 121a of the IOC Candidature Questionnaire Olympic Games 2024. Beginning in 2024, in all reports to the City, the Contingency shall reflect the following sub-categories: Unallocated Contingency and Allocated Contingency (as such terms are defined in Section 12.4.1). Should the OCOG and the City desire to include additional Revenue Line Items or Cost Line Items, the OCOG and the City can do so at any time upon the written mutual consent of the OCOG and the City.
- 6.5 Games Delivery Plan. The OCOG will consult directly with the City regarding updates to the Games Delivery Plan (as defined in the Host City Contract), including collaborating on elements of 2028 Games delivery that materially impact venue plans and related transportation, accommodation, or City resources plans, or shared goals and commitments on legacy, sustainability, and risk.
- 6.5.1 City Integration Plan. The OCOG shall establish and maintain, in Close Coordination With The City (as defined in Section 16.11) and as an element of the Games Delivery Plan, a plan to detail the links between all 2028 Games-related operating plans and the City’s connections, dependencies, key stakeholders, and delivery partners (the “City Integration Plan”). The City Integration Plan shall include plans and public guidance for live sites and activations to be held within the City in conjunction with the 2028 Games. The City Integration Plan shall be completed by March 31, 2026 and updated thereafter not less than annually.
- 6.5.2 Dissolution Plan. The OCOG shall establish, in Close Coordination With The City, a dissolution plan to be included in the Games Delivery Plan not later than March 31, 2027. This plan should detail the roles and responsibilities of all applicable parties in (i) the full demobilization, disposal, transfer, closure, and settlement of assets, resources and data and (ii) the potential for the City to reuse certain 2028 Games materials and equipment (e.g., temporary venues) in a manner consistent with sustainability commitments and third party intellectual property rights.
- 6.6 Material Event Relocation. The Parties acknowledge, agree, and anticipate that, given the 2028 Games events are not scheduled to take place until 2028 and given that the Los Angeles region continues to add to its already expansive inventory of world class sports venues, relocating a

competition event may benefit the presentation of the 2028 Games. Prior to relocating certain Olympic events (a “Certain Event”), the OCOG shall inform the City and obtain its written consent (which shall not be unreasonably withheld, conditioned, or delayed) if such relocation both moves a Certain Event out of the City and constitutes an amendment to the venue plan submitted to the City on January 18, 2017. For purposes of this Section 6.6, the following are Certain Events: any competition event to be held at a venue located in the City, the Media Village, and the Athletes Village.

6.7 Open and Closing Ceremonies. The OCOG shall present and obtain Council’s written approval to any changes to the plan for the Official Opening and Closing Ceremonies of the 2028 Games approved by the City on January 25, 2017.

6.8 Host City Contract Plans and Programs. The HCC – Operational Requirements address a wide range of requirements that the OCOG will be obligated to address. Many of these requirements include the preparation of programs, plans, and studies. The OCOG shall work in coordination with the City Liaisons to determine the City’s role in the development of these programs, plans, and studies, as well as any related programs, plans, and studies needed to deliver the 2028 Games and the legacy thereof. The City has initially identified the following as subjects of significant impact, as well as those that may be identified elsewhere in this Games Agreement.

6.8.1 Mobility and Transport Plan. The OCOG shall lead, in Close Coordination With The City, the establishment of a mobility and transportation plan for the 2028 Games (the “Mobility and Transportation Plan”) via the convening of “2028 Games Mobility Executives” (“GMEs”) consisting of City, regional, and State transportation leaders. The GMEs shall develop the Mobility and Transportation Plan, which shall include, among other things, detail on the “Games Route Network”, state and federal coordination, mobility hubs and depots, demand management, community engagement, communications planning, collaboration opportunities with Olympic marketing partners, and other related matters.

6.8.1.1 Arrivals and Departures. The Parties agree to develop an “Airport Operations Plan” (in addition to any applicable Venue Service Agreement (VSA, as defined in Section 7.4) or venue agreement at areas otherwise impacted by such plan), to be led by Los Angeles World Airports in collaboration with regional stakeholders and other ports of entry. This plan shall outline how Los Angeles World Airports will operate at 2028 Games time as an element of the Games Delivery Plan and define, as it relates to such airports, the accessible services, flows, and amenities available for the 2028 Games.

6.8.2 Public Safety Planning. The Parties acknowledge and agree that they, along with the California Office of Emergency Services, have heretofore entered into that certain Memorandum of Understanding (as amended or otherwise modified from time to time, the “Cooperative MOU”) respecting the establishment of the California Olympic and Paralympic Public Safety Command (the “Cooperative”). The Cooperative shall (i) be governed in accordance with the terms set forth in the Cooperative MOU and (ii) facilitate the planning, resourcing, management, and delivery of safety and security at the 2028 Games in anticipation of the federal government’s designation of the 2028 Games as a National Special Security Event (an “NSSE”) (in accordance with the terms of the Cooperative MOU).

6.8.2.1 The terms governing any deployment by the City of public services related to, or originating from, the Cooperative (including any terms with respect to payment to the City therefor) shall be established and set forth in connection with the planning and strategy activities undertaken by the parties to the Cooperative MOU (and be subject to the terms thereof), or be determined

through the NSSE structure. Consistent with processes set forth in federal guarantees submitted to the IOC, the Parties agree to work together through the Cooperative (including as the Cooperative will be integrated into the NSSE structure pursuant to the terms of the Cooperative MOU) to have all costs recovered associated with public safety and security in support of the 2028 Games.

## **Section 7. Delivery of City Resources.**

- 7.1 Normal and Customary Services. The City shall provide within each Games Footprint (as defined in Section 7.4.2)— and at the City’s cost and expense—public services at the level and range that would be customarily provided by the City at the time a Games Footprint is deemed to be in effect were the 2028 Games not to then be occurring (the “Normal and Customary Services”), as determined in accordance with Section 7.1.1.
- 7.1.1 The City and OCOG agree to meet on at least an annual basis and, by October 1, 2024, mutually agree (in writing) on the Normal and Customary Services. The Parties will collaborate in good faith, exchange information relevant to the City’s provision of Normal and Customary Services, and use relevant data, including the costs of corresponding public services provided by the City for the City’s fiscal years 2022, 2023, and 2024 (which such data shall be utilized for purposes of establishing an underlying historical trend in furtherance of projecting the Normal and Customary Services).
- 7.2 Enhanced City Resources Master Agreement. The City shall provide within each Games Footprint—and at the OCOG’s cost and expense—public services in support of a successful 2028 Games at levels and/or ranges above those applicable to the Normal and Customary Services (the “Enhanced City Resources”). The OCOG shall negotiate with the City in good faith (by and through the City Liaisons) to, by October 1, 2025, enter into one agreement; the Enhanced City Resources Master Agreement (the “ECRMA”), pursuant to which the City shall provide the Enhanced City Resources. The ECRMA shall include, among other things, terms establishing services, service levels, unit costs, rates, a repayment timeline, audit rights (including as it relates to City labor agreements), and other schedule, process, and cost estimation considerations. The rates set forth in the ECRMA will be adjusted to reflect the actual rates included in existing City labor agreements effective during the delivery of any Enhanced City Resources.
- 7.2.1 The City designates the CAO and CLA as its administrator for the ECRMA and VSAs or any other agreement pertaining to the use of Enhanced City Resources between the City and OCOG. The CAO shall coordinate City-wide administrative oversight, budgetary control, receipt of payments for Enhanced City Resources from the OCOG, reconciliation of costs and services, and any requests which may require further approval by the City.
- 7.2.2 For the avoidance of doubt, (i) the ECRMA (and, in turn, and as described in Section 7.4, the VSAs) shall set forth the specific Enhanced City Resources to be provided by the City, and (ii) subject to the terms of (x) City contracts in effect as of the effective date hereof and (y) any applicable law, statute, ordinance, regulation, or other applicable rule or order of a governmental authority (including ethical and conflict of interest guidelines and policies) (“Applicable Law”), nothing in this Games Agreement shall be construed so as to obligate the OCOG to utilize the City for the provision of any given service in connection with the 2028 Games (other than the Normal and Customary Services), in each case of clauses (i) and (ii), for the further avoidance of doubt, without limiting Sections 7.1 and 7.1.1.

- 7.3 Supplemental Matters re: ECRMA. The ECRMA shall include terms and processes with respect to (i) determining, in real-time, reimbursement of costs incurred by the City in providing Enhanced City Resources required in response to mutually agreed upon categories of unplanned public health and safety incidents; (ii) Identified Venue (as defined in Section 7.4) access protocols; and (iii) other matters as may be mutually agreed to by the Parties (e.g., as and to the extent applicable, reimbursement to the City for certain mutually agreed upon, unavoidable, and mitigated City-incurred costs that are directly attributable to providing necessary public services to City residents via alternative mechanisms as a direct result of the occurrence of 2028 Games events in the Games Footprints).
- 7.4 Venue Services Agreements. The ECRMA shall include material terms and processes pursuant to which the City shall provide Enhanced City Resources at certain mutually identified venues or sites that will host 2028 Games and/or 2028 Games related events (the “Identified Venues”). The Parties shall, with respect to each Identified Venue, enter into an agreement that governs the specific provision of Enhanced City Resources and is consistent with the material terms and processes set forth in the ECRMA and elsewhere in this Section 7.4 (each, a “VSA”) by no later than October 1, 2026.
- 7.4.1 Identification of Enhanced City Resources at Identified Venues. The VSAs will be negotiated by the Parties and executed based on mutual consent for each Identified Venue. Each VSA will identify, among other things, (i) Enhanced City Resources to be provided by the City; (ii) to the extent not otherwise contained in the ECRMA, processes for estimating Enhanced City Resources expenses (e.g., rates and unit costs); (iii) access rights to the applicable Identified Venue; and (iv) the Games Footprint for the applicable Identified Venue. The OCOG shall coordinate the development of the VSAs with the CAO (by and through its City Liaison(s)), who shall, in turn, ensure coordination with any relevant City department or planning body in order to facilitate City-wide administrative oversight, budgetary control, and any requests which may require further approval by the Mayor and Council.
- 7.4.2 Games Footprint. The Parties acknowledge and agree that the Enhanced City Resources to be provided under a given VSA shall be estimated based on a geographical footprint that (i) is deemed to be in effect for the periods of time that 2028 Games and/or 2028 Games related events are to occur at an Identified Venue and (ii) determines the physical boundaries of such Identified Venue with view to its specific geographic location, the events to be held at the applicable Identified Venue, and relevant characteristics of the community in which the Identified Venue is located (each such footprint, a “Games Footprint”). The Games Footprint of an Identified Venue shall be specifically defined within its VSA and established by the OCOG.
- 7.4.3 Early Planning for Enhanced City Resources and Venues. The Parties acknowledge and agree that planning for Enhanced City Resources and Identified Venues has begun prior to the execution of this Games Agreement and will continue through the execution of the ECRMA and VSAs.
- 7.5 Non-Venue Services Agreement. In light of the City’s unique role among governmental entities participating in the delivery of the 2028 Games (and as it concerns the City’s provision of certain services that are not exclusive to the VSAs (e.g., with respect to governance, planning, City Liaison services, etc.), the Parties shall, by no later than January 31, 2024, enter into an agreement (the “Non-Venue Services Agreement”) setting forth the terms and conditions (including those of this Section 7.5 and other applicable provisions of this Games Agreement) by which the OCOG shall, at mutually agreed upon intervals and subject to Applicable Law, reimburse the City for certain mutually agreed

upon direct salary amounts of up to four (4) City Liaison staff members (on a full-time equivalent basis). The OCOG's obligation to reimburse the City pursuant to the Non-Venue Services Agreement shall be limited to and/or conditioned upon (as applicable) (i) time spent by applicable City Liaison staff working on City matters mutually deemed to be in direct support of the 2028 Games; (ii) receipt by the OCOG of reasonably detailed invoices evidencing such time; (iii) customary auditing procedures; and (iv) other customary terms and conditions to be included in the Non-Venue Services Agreement. For the avoidance of doubt, the Parties (x) shall mutually agree upon payment timing and structure within the Non-Venue Services Agreement and (y) subject to compliance with this Section 7.5, may include in the Non-Venue Services Agreement additional customary terms and conditions (e.g., the ability for the OCOG to request additional City staff support and, in connection therewith, reimburse the City for certain direct salary expenses in amounts above those referenced in the first sentence of this Section 7.5 (on terms and conditions mutually agreed to by the Parties)). The City services and support described in this Section 7.5 shall not be deemed Enhanced City Resources hereunder.

## 7.6 City Resources Agreements with Other Municipalities.

- 7.6.1 Substantially Identical. Except in cases of articulable differences between municipalities (e.g., if in certain municipalities, services above normal and customary levels are performed by private entities or other differentiating circumstances), the municipal services above normal and customary levels and related processes set forth in each agreement that the OCOG enters into with other municipalities for the provision of municipal services shall be substantially identical to the Enhanced City Resources, as well as the processes for identifying such services as described herein.
- 7.6.2 Notification. In the event the OCOG and a municipality other than the City agree to articulable differences with respect to the provision of municipal services above normal and customary levels (as compared to the provision of Enhanced City Resources as set forth herein), the OCOG shall notify the City in writing, specifying the articulable differences between municipalities, to the maximum extent practical, prior to the municipality rendering such municipal services.
- 7.6.3 IOC Requirements. The Parties further acknowledge that each municipality containing a venue is required to provide a guarantee for the 2028 Games to the IOC that the municipality shall cooperate with the OCOG and that the municipality shall charge no more than its ordinary and customary prices for goods and services, including but not limited to, police, fire, sanitation, traffic and parking control, associated with the 2028 Games. The OCOG will ensure that this IOC requirement is adhered to with respect to any municipality containing a venue for the 2028 Games.

## 7.7 Compensation.

- 7.7.1 Calculation of Compensation for Enhanced City Resources. The Parties agree that compensation for Enhanced City Resources will be calculated based on the unit and rate of a given Enhanced City Resource identified in the ECRMA and/or VSAs.
- 7.7.2 Recession Principle. The Parties acknowledge and agree that the OCOG's compensation to the City for Enhanced City Resources shall be used to supplement Normal and Customary Services. Accordingly, should the City, in its sole discretion, decide to decrease the level and/or range of Normal and Customary Services established pursuant to Section 7.1.1 due to a

financial recession or any other reason, the Parties acknowledge and agree that (i) the OCOG's obligation to compensate the City for the provision of public services hereunder shall remain limited to payment for public services provided at levels and/or ranges above those established pursuant to Section 7.1.1 and (ii) the City shall remain solely responsible for providing public services (x) at the levels and ranges established pursuant to Section 7.1.1 (at the City's cost and expense) and (y) at the levels and ranges above those established pursuant to Section 7.1.1 and as set forth in the ECRMA and/or VSAs (at the OCOG's cost and expense).

- 7.7.3 Capital Assets Rental Principle. If certain capital assets (i.e., those assets other than people) are needed to temporarily deliver Enhanced City Resources, the Parties acknowledge and agree that such capital assets should be rented (through existing mutual aid agreements, other rental mechanisms, etc.) and not purchased exclusively to meet 2028 Games requirements. The Parties further acknowledge and agree that if the City decides to purchase capital assets exclusively to meet 2028 Games requirements, the OCOG will solely be responsible for the market rental rate for the use of such purchased capital asset for the period of time it is utilized to provide an Enhanced City Resource.
- 7.7.4 Time-shifting of Public Services. The Parties acknowledge and agree that City public services that are time-shifted to support 2028 Games requirements but are not otherwise provided at levels above the Normal and Customary Services established pursuant to Section 7.1.1 (e.g., the timing of certain road repairs) will not be calculated as Enhanced City Resources, unless such time shift requires repayment of overtime in accordance with existing labor agreements.
- 7.7.5 City Permits and Other Mandatory Fees. As provided in Section 7.1, the OCOG shall not be required to compensate the City for any costs, fees, charges, or expenses incurred by the City in connection with Normal and Customary Services. Notwithstanding the foregoing, nothing herein shall relieve the OCOG from the obligation to pay permit fees and all other fees usually required for the issuance of any permit, plan check inspection, and the like which would be required absent this Games Agreement; provided, however, that if any such fee or cost has been included in calculating the costs of Enhanced City Resources in a VSA (and/or the ECRMA), then no additional charge to the OCOG shall apply.
- 7.7.6 Ordinary and Customary Prices. In accordance with Section 7.6.3 above, and notwithstanding anything to the contrary set forth in this Games Agreement, the Parties acknowledge and agree that, with respect to the provision of Enhanced City Resources and any other City service or support contemplated to be provided at a cost to (or otherwise paid by) the OCOG hereunder, the City shall charge the OCOG no more than the City's ordinary and customary prices (as such ordinary and customary prices are reasonably understood as of the date hereof, subject to commercially reasonable adjustments for inflation).
- 7.8 Payment Timing and Structure. The OCOG and the City shall mutually agree on payment timing and structure terms within the ECRMA (as such terms may be further clarified in the VSAs) for any Enhanced City Resources provided prior to the 2028 Games or in support of the 2028 Games (or any other mutually agreed upon matter requiring payment by the OCOG thereunder). Without otherwise limiting this Section 7.8, the Parties acknowledge and agree that such terms shall provide for a mutually agreed upon payment schedule that reflects a customary and reasonable relationship between pace of payment and the times at which Enhanced City Resources are delivered (or the times at which any other mutually agreed upon matter requiring payment by the OCOG thereunder is undertaken).

7.9 Reimbursement for Certain Services. The Parties acknowledge and agree that the City is unique among other governmental entities participating in the delivery of the 2028 Games, as the City is the primary municipal services provider and official Host City (as defined in the HCC – Principles) for the 2028 Games. The OCOG and the City further acknowledge and agree that the City is distinct in the City’s capability to provide certain services, and in the corresponding need for the City to be reimbursed for those services. Accordingly, the City shall be reimbursed prior to any other municipality for any municipal resources or services. For the avoidance of doubt, the terms of this Section 7.9 shall not be subject to Section 7.6.1.

## **Section 8. Legacy Entity; Community-Centered Commitments.**

### **8.1 Legacy Entity.**

8.1.1 Surplus Oversight; Governance. The Parties acknowledge that, pursuant to Section 10 of the HCC – Principles, any Surplus resulting from the planning, organizing, financing and staging of the 2028 Games shall be divided as follows: (i) twenty percent (20%) to the Host NOC (as defined in the HCC – Principles) and (ii) eighty percent (80%) to the OCOG to be used for the general benefit of sport and youth in the Host City and the Host Country (as defined in the HCC – Principles), as may be determined by the OCOG in consultation with the Host City and the Host NOC. Accordingly, the OCOG agrees that, upon the final determination of any Surplus, any Surplus that ultimately passes to the exclusive control of the OCOG (the “OCOG Surplus Share”) shall, in turn, ultimately be held, disbursed, and utilized via, and according to determinations made by, a new and private entity to be established by the OCOG (the “Legacy Entity”) as an aspect of the OCOG’s legacy planning and activities, on the terms set forth in this Section 8.1.1 (or elsewhere in this Games Agreement) and others as may be set forth in the Legacy Entity’s governance and/or formation documents. The OCOG shall work in good faith to establish the Legacy Entity by no later than January 31, 2028. The Legacy Entity shall be governed by a board (or other comparable governing body) to, at all times, and on each of its committees (including the executive committee or other comparable committees), be exclusively comprised of an equal number of individuals designated by each of (x) the OCOG (or its designee(s)) (such individuals, the “OCOG Designees”) and (y) the City (such individuals, the “City Designees”). The Parties further acknowledge and agree that such City Designees may include City employees and, at the City’s discretion, individuals not employed by the City. The officers of the Legacy Entity shall include a chairperson, who shall be mutually selected by the OCOG Designees and City Designees. For the avoidance of doubt, any OCOG Surplus Share held by the Legacy Entity will, at all times, be utilized in accordance with the terms of Section 10 of the HCC – Principles.

8.1.1.1 As used in this Games Agreement, the term “Surplus” means the cash surplus resulting from cash revenues minus cash expenses, in relation to the OCOG Budget and calculated at the determination of the OCOG’s final contingent liabilities.

8.1.2 Legacy Plan and Oversight. The OCOG shall, in Close Coordination With The City and in connection with the establishment of the Legacy Entity on the terms herein set forth, develop a legacy plan consistent with the objectives of the Host City Contract (the “Legacy Plan”). The Legacy Entity shall oversee the fulfilment of the Legacy Plan and the sustainability, equity, and other legacy requirements described in the Host City Contract (e.g., actions in furtherance of increasing access and opportunity for all people, including those from historically marginalized groups, in an equitable manner and expanding access to youth sport in an equitable manner). In so overseeing fulfillment of the overall 2028 Games legacy vision, the

Legacy Entity may, upon the conclusion of the 2028 Games (and to the extent not in contravention of Section 8.1.1), continue to execute and fulfill applicable activities and/or initiatives developed by (or in connection with) the (i) accessibility awareness program contemplated by Section 8.2.1; (ii) Human Rights Strategy (as defined in Section 8.2.2); (iii) community engagement strategies and programs contemplated by Sections 8.3 – 8.3.2; and (iv) the Working Groups (as defined in Section 10.1.2).

8.2 Community-Centered Commitments. The OCOG is committed to delivering a socially, economically, and environmentally responsible 2028 Games and, in so doing, leaving a lasting community-centered Olympic legacy in the City. In accordance with, and through, such commitment to responsibly execute the 2028 Games, the OCOG shall consistently seek opportunities to give back to the people of Los Angeles. Accordingly, the Parties agree as follows:

8.2.1 Accessibility. The OCOG shall ensure that the venues hosting 2028 Games and/or 2028 Games-related events are accessible to persons with physical disabilities. The OCOG agrees to cooperate with the City to provide an accessibility awareness program for specific cultural and entertainment attractions, as well as to visitor/tourist services for spectators, the media, and the wider Olympic and Paralympic family. The plan for such program and enhancements shall be included in the City Integration Plan.

8.2.2 Human Rights Strategy. The OCOG shall develop and implement, in Close Coordination With The City, a human rights strategy for the 2028 Games that demonstrates its commitment to human rights protections for the people of Los Angeles and other 2028 Games-involved communities (the “Human Rights Strategy”). The Human Rights Strategy shall include, among other things, detailed measures pursuant to which the OCOG shall seek to (i) identify potential human rights risks (including to social, economic, political, workers’, and civil rights) and potential adverse human rights impacts in the context of the 2028 Games; (ii) implement processes and measures to address and remedy any adverse impacts of the type contemplated by the foregoing clause (i), if and when they occur; (iii) prevent or mitigate adverse human rights impacts directly linked to the OCOG’s operations, products, services and business relationships with third parties; (iv) consult with groups potentially impacted by the matters described in this Section 8.2.2; and (v) assess its progress with respect to each of the foregoing. As part of the Human Rights Strategy, the OCOG shall work closely, collaboratively, and together with, and robustly engage, community advocacy organizations; service and local outreach providers; the City and other municipalities; and other key stakeholders to develop partnerships and plans to compassionately and responsibly protect the rights of local unhoused communities at sites hosting 2028 Games and 2028 Games-related events. The development of the Human Rights Strategy shall commence no later than January 1, 2024, be informed by the lessons learned by, and experience of, the OCOG in observing the 2024 Olympic and Paralympic Games, and be completed no later than December 31, 2025.

8.3 Community Engagement and Education. The OCOG shall develop community engagement and education strategies and programs to reasonably ensure that City residents are informed of opportunities and impacts associated with the 2028 Games. These strategies and programs will include a focus on residents and businesses located within, or immediately adjacent to, the Games Footprint of any Identified Venue to reduce the impact of 2028 Games implementation.

8.3.1 Community Access. The OCOG agrees to (i) develop solutions in furtherance of making tickets for 2028 Games, 2028 Games-related, and/or ceremony events (x) available for purchase by City residents and (y) available for purchase by the City at face value (subject to Applicable Law); and (ii) collaborate with the City in furtherance of making affordable tickets to 2028

Games or 2028 Games-related events available to City residents, including those belonging to historically underserved communities (e.g., as applicable, moderate and low-income individuals; individuals living near venues and live sites; students, military veterans, and youth; and caregivers of persons with high dependencies or disabilities (in cases where the individual with such dependency or disability would be unable to attend the relevant 2028 Games or 2028 Games-related event without the presence of such caregiver)).

- 8.3.2 Hosting for City Economic Development Programs. The OCOG agrees to reasonably share relevant information, and collaborate, with the City in support of a business attraction program that is (i) developed by the City and its designated non-profit partners and (ii) designed to promote the City and region to an international audience of decision-makers in key sectors, with the goal of producing job opportunities and other long-term economic benefits for area residents.

## **Section 9. Community Business and Workforce Development Commitments.**

- 9.1 Outreach to Small, Local, and Underrepresented Community Business. The OCOG shall develop and implement, in Close Coordination With The City, a comprehensive, robust program to endeavor to ensure that small, local, and underrepresented businesses have awareness of and access to applicable contract opportunities associated with the planning, production, and delivery of, and are able to participate in, such contracting opportunities provided by the OCOG in connection with the 2028 Games (the “Community Business and Procurement Program”).
- 9.1.1 The OCOG shall establish, in Close Coordination With The City, goals for the Community Business and Procurement Program that are reflective of the diversity and composition of the Los Angeles economy and population. These goals will include, but not be limited to, a commitment to ensure that local, small, and underrepresented businesses are meaningfully included in the OCOG’s sourcing and bidding processes. In establishing such goals, the OCOG shall, in Close Coordination With The City, seek to draw from the successes of relevant, sector-specific projects and inclusion and diversity initiatives.
- 9.1.2 As an aspect of its 2028 Games planning activities and operations, the OCOG shall, so as to support its development of the Community Business and Procurement Program (and in Close Coordination With The City), establish and lead a working group (the “Community Business and Procurement Working Group”), which shall include the City. The Community Business and Procurement Working Group may provide such support with view to, among other things, (i) the anticipated business opportunities associated with the 2028 Games; (ii) the ability of the local business community to meet those opportunities; (iii) solutions to barriers facing small, diverse, and underrepresented businesses; (iv) identifying and connecting with community-based organizations, stakeholders, and technical resources available to address those barriers; (v) resource management, sustainable sourcing, and inclusion initiatives (drawing from relevant and successful City initiatives if applicable); and (vi) outreach to community businesses and partnerships to provide technical assistance and greater awareness and participation as it concerns applicable OCOG contracting opportunities associated with the 2028 Games.
- 9.1.3 The OCOG agrees to work with the City to utilize the City’s regional solicitation system (currently LABAVN) as it concerns applicable OCOG contracting opportunities related to or supporting the 2028 Games.
- 9.2 Workforce Development and Local Hire. The OCOG shall develop and implement, in Close

Coordination With The City, a workforce development program in furtherance of ensuring that the 2028 Games workforce is fully representative of the multi-dimensional diversity of the people of Los Angeles (the “Local Hire Program”).

- 9.2.1 The OCOG shall establish, in Close Coordination With The City, goals for the Local Hire Program that further, as it concerns the 2028 Games workforce, the hiring of individuals belonging to communities that have been historically underrepresented in the workforce or have faced barriers to employment. In establishing such goals, the OCOG shall, in Close Coordination With The City, draw from the successes of relevant, sector-specific projects.
- 9.2.2 As an aspect of its 2028 Games planning activities and operations, the OCOG shall, so as to support the Local Hire Program (and in Close Coordination With The City), establish and lead a working group (the “Local Hire Working Group”), which shall include the City. The Local Hire Working Group may provide such support with view to, among other things, (i) anticipated staffing needs associated with the 2028 Games; (ii) the ability of relevant communities to meet those needs; (iii) pathways, internships, and training programs for youth and transitional workers; (iv) identifying and connecting with community-based organizations, stakeholders, and technical resources available to address any identified barriers facing communities referenced in the foregoing clause (ii); and (v) inclusive hiring initiatives (drawing from relevant and successful City initiatives if and where applicable).
- 9.2.3 The Local Hire Working Group shall, moreover, consistent with Section 9.2.2, (i) seek to draw from the work of the City’s Personnel Department and Economic and Workforce Development Department; (ii) consider leveraging the respective prospective hiring pools of Los Angeles regional and City local hire programs; (iii) seek opportunities to benefit from the Los Angeles region’s best workforce development practices; and (iv) consider drawing on local, established worksorce training, upskilling, and career preparation pathways and hiring programs.
- 9.2.4 As part of the Local Hire Program, the OCOG shall develop and establish, in Close Coordination With The City, a volunteer program and implementation plan for the 2028 Games (collectively, the “Volunteer Program”) in furtherance of the City and OCOG’s shared principles of maximizing public benefit in connection with the hosting of the 2028 Games and creating a positive shared experience for, and engendering 2028 Games-related pride in, members of local communities. The Volunteer Program shall strive to provide youth and transitional workers with pathways to gain skills for post-2028 Games employment.

### 9.3 Process Considerations.

- 9.3.1 Timeline. The Community Business and Procurement Working Group and Local Hire Working Group (each, a “Community/Local Working Group”) shall each be established by the OCOG (in Close Coordination With The City) by no later than March 31, 2023. The goals of each of the Community Business and Procurement Program and the Local Hire Program shall be established by the OCOG (in Close Coordination With The City) by, in each case, no later than March 31, 2025.
- 9.3.2 Reporting. Beginning, in each case, with the first Annual Report (as defined in Section 13.2) submitted by the OCOG after the establishment of a given Community/Local Working Group, the OCOG shall include in such report an update on the activities of any Community/Local Working Group theretofore established (as further described in Section 13.2.9).

## **Section 10. Sustainability Commitment.**

- 10.1 Sustainability Commitment. The Parties agree to collaborate, in the manner set forth in this Section

10, on hosting a sustainable 2028 Games.

- 10.1.1 The OCOG shall develop and implement, in Close Coordination With The City, a sustainability plan for the 2028 Games (the “Sustainability Plan”) that is consistent with ISO 20121 standards and supports advancement of the City’s applicable sustainability goals (e.g., the City’s goals for zero carbon transportation, zero carbon grid, zero carbon buildings, zero waste, and zero wasted water). The Sustainability Plan shall incorporate the City’s commitments to assist the OCOG in (i) delivering low waste, renewable energy, and decarbonized transportation solutions for the 2028 Games; (ii) establishing clear metrics and goals, along with steps to establish sustainability management and reporting systems (including the goal to contribute to the United Nation’s Sustainable Development Goals in accordance with the HCC – Principles); and (iii) developing guidelines for (a) responsible sourcing, (b) pathways for community engagement, (c) milestones to update goals and report on measures of impact, (d) engagement of key sustainability stakeholders, including the City and delivery partners, and (e) developing a carbon management plan, consistent with Host City Contract obligations, that explores options to achieve carbon neutral footprint over the duration of all 2028 Games-related activity.
- 10.1.2 As an aspect of its 2028 Games planning activities and operations, the OCOG shall, so as to support the Sustainability Plan (and in Close Coordination With The City), establish and lead a working group (the “Sustainability Working Group” and, together with the Community/Local Working Groups, the “Working Groups”), which shall include the City.
- 10.1.3 The OCOG shall ensure that the City sets up an energy council (the “Games Energy Council”) that brings together the OCOG, the City and all parties (e.g., relevant City agencies and utilities, non-City municipalities, non-City agencies and utilities) responsible for delivery of power infrastructure and service to 2028 Games-related infrastructure projects, venues, and events. The Games Energy Council shall (i) be set up not later than March 31, 2024; (ii) define readiness beyond business as usual; (iii) facilitate decision-making and cooperation necessary to optimize and meet required levels of service; and (iv) develop, as applicable, plans for the OCOG’s consideration in furtherance of the OCOG’s successful implementation of relevant elements of the Sustainability Plan. The Games Energy Council shall conduct its activities in accordance with (x) the principle that decisions made by it shall not result in increases to the OCOG Budget and (y) governance documents to be mutually agreed upon by the Parties.

10.2 Process Considerations.

- 10.2.1 Timeline. The Sustainability Working Group shall be established by the OCOG (on the terms set forth above in this Section 10) by March 31, 2023. The Sustainability Plan shall be established by the OCOG (on the terms set forth above in this Section 10) by no later than March 31, 2025.
- 10.2.2 Reporting. Beginning, in each case, with the first Annual Report submitted by the OCOG after the establishment of the Sustainability Working Group, the OCOG shall include in such report an update on the activities of the Sustainability Working Group (as further described in Section 13.2.9).

**Section 11. Arts and Culture.**

- 11.1 Cultural Olympiad. The OCOG shall, in Close Coordination With The City and in consultation with other stakeholders, develop a plan for an arts and culture program (the “Arts and Culture Plan”) that seeks to operationalize equity and inclusion through outreach to local artists, cultural producers, and vendors to ensure that they are invited to collaborate, exchange ideas, and leverage 2028 Games-times

experiences across culturally diverse neighborhoods, and have the opportunity and capacity to bid, propose, and receive contracts to produce local events, festivals, and cultural experiences in conjunction with the 2028 Games cultural program.

11.2 Arts and Culture Plan Integration. The Arts and Culture Plan shall (i) include ways by which the 2028 Games cultural program will be integrated with the delivery of the 2028 Games (e.g., by way of (x) offering athletes, spectators, partners, residents and fans a seamless opportunity to experience a multitude of artistic disciplines and/or (y) utilizing existing arts and cultural facilities to better connect the Games Footprints) and (ii) consider ways in which the 2028 Games can collaborate with neighborhood and local arts organizations.

11.3 Community Access. The OCOG shall, as part of the Arts and Culture Plan, (i) develop solutions in furtherance of making tickets for Cultural Olympiad-related events available for purchase by City residents and (ii) collaborate with the City in furtherance of making affordable tickets to Cultural Olympiad-related events available to City residents belonging to historically underserved communities (e.g., as applicable, moderate and low-income individuals; individuals living near 2028 Games venues and live sites; and students, military veterans, and youth).

## **Section 12. Risk Management**

12.1 Insurance. The OCOG shall obtain and maintain, at its own cost, insurance policies in accordance with prudent commercial best practices (and that of past Olympic Games) to include, but not be limited to, policies to protect against natural disasters, communicable diseases, terrorism, civil unrest, cyber-attacks, event cancellation, and coverage for reduced ticket sales and other revenue sources should the events become less appealing. Such insurance protection shall also include public liability and indemnity insurance to protect against the financial risk associated with death, bodily injury, or damage to property suffered by any third party, including members of the general public, as well as to protect the OCOG and City against the cost of defending any third-party claim in addition to covering any compensation or damages that are awarded. The OCOG shall at all times maintain an active Host City Contract 2028 insurance policy. The OCOG shall provide copies of all purchased insurance policies to the City.

12.2 Insurance Policies. The OCOG shall have the City designated as either an additional insured, interest, payee, or beneficiary on any insurance policy purchased in connection with the preparation for and conduct of the 2028 Games. The OCOG shall notify the City of all insurance claims brought against the OCOG.

12.2.1 Indemnification. The OCOG shall ensure that all agreements entered into between the OCOG and other municipalities hosting events, shall include language providing for indemnification by that municipality, for third party claims against the City.

12.2.2 Report on Insurance Program and Risk Management Strategy. The OCOG shall continue to (as part of the Annual Report) prepare and present to the City a report on its insurance program and risk management strategy on at least an annual basis for review by the City. These reports shall address pertinent information, including but not limited to, the various insurance products and coverage amounts contemplated, along with the proposed timing of their procurement. The OCOG shall obtain the City's approval for any proposed reduction of any insurance program. The City shall have the right to recommend changes to the insurance program and risk management strategy. The OCOG shall consider and provide a written response to the recommendations within thirty (30) days of receiving such recommendations.

- 12.3 Post-Games Financial Deficit. Following the conclusion of the 2028 Games, the OCOG shall not seek funds from the City to defray any financial deficit associated with the 2028 Games unless and until all of the following has occurred: (i) the OCOG's funds are fully expended and exhausted; (ii) the OCOG has made commercially reasonable efforts to obtain full coverage for covered claims from all valid and collectible liability insurance policies procured by the OCOG; and (iii) the OCOG has made commercially reasonable efforts to recover from all third parties who owe payments to the OCOG.
- 12.4 Contingency Report. The OCOG shall annually provide to the City, by means of presenting to Council, an updated OCOG Budget which shall include a contingency amount that equals actual or projected total revenue net of total actual or projected costs (the "Contingency"). This presentation shall occur within the first quarter of each OCOG Fiscal Year (the "Fiscal Year" January through December), as initiated in Fiscal Year 2018 and ending when the OCOG is dissolved.
- 12.4.1 Beginning with the OCOG's annual presentation of an updated OCOG Budget in Fiscal Year 2024, the OCOG shall each year show the Contingency as both an unallocated Contingency (the "Unallocated Contingency") and an allocated Contingency (the "Allocated Contingency"). Except for any amounts utilized pursuant to Section 12.4.5.1, no later than the first quarter of 2029, the OCOG shall have set aside funds for a total Allocated Contingency of two hundred and seventy million dollars (\$270,000,000).
- 12.4.2 In the first quarter of Fiscal Year 2024, the OCOG shall set aside five million dollars (\$5,000,000) for the Allocated Contingency, except that the funds set aside for the Allocated Contingency in 2024 shall not exceed ten percent of the unencumbered cash the OCOG possesses (the "Cash Reserves") at the close of the prior Fiscal Year (FY2023). In the first quarter of Fiscal Year 2025, the OCOG Budget shall set aside an additional ten million dollars (\$10,000,000) for the Allocated Contingency, except that the funds set aside for the Allocated Contingency in 2025 shall not exceed ten percent of (the "Cash Reserves") at the close of the prior Fiscal Year (FY2024). In the first quarter of Fiscal Year 2026, the OCOG shall set aside fifteen million dollars (\$15,000,000) for the Allocated Contingency, except that the funds set aside for the Allocated Contingency in 2026 shall not exceed ten percent of the unencumbered cash the OCOG possesses (the "Cash Reserves") at the close of the prior Fiscal Year (FY2025). In the first quarter of Fiscal Year 2027, the OCOG Budget shall set aside an additional twenty million dollars (\$20,000,000) for the Allocated Contingency, except that the funds set aside for the Allocated Contingency in 2027 shall not exceed ten percent of the Cash Reserves at the close of the prior Fiscal Year (FY2026). In the first quarter of Fiscal Year 2028, the OCOG shall set aside an additional twenty-five million dollars (\$25,000,000), except that the funds set aside for the Allocated Contingency in 2028 shall not exceed ten percent of the Cash Reserves at the close of the prior Fiscal Year (FY2027). Except for any amounts utilized pursuant to Section 12.4.5.1, in the first quarter of Fiscal Year 2029, the OCOG shall set aside such funds as necessary to achieve a total Allocated Contingency of two hundred and seventy million dollars (\$270,000,000) (or such lesser amount that reflects the deduction of funds utilized in prior Fiscal Years pursuant to Section 12.4.5.1).
- 12.4.3 The Allocated Contingency shall be reflected in dollars specific to each of the respective Fiscal Years referenced in Section 12.4.2.

- 12.4.4 For the avoidance of doubt, to the extent Cash Reserves prevent full allocation in Fiscal Years 2024, 2025, 2026 or 2027 of the Allocated Contingency to be set aside in such Fiscal Year on the schedule provided above, then the remainder of such year's allocation shall be set aside in Fiscal Year 2025, 2026, 2027 or 2028 so long as the total amount set aside in that Fiscal Year does not exceed ten percent (10%) of the Cash Reserves at the close of the prior Fiscal Year. As provided in Section 12.4.2, in the first quarter of Fiscal Year 2029, the OCOG shall set aside such funds as necessary to achieve a total Allocated Contingency of two hundred and seventy million dollars (\$270,000,000) (or such lesser amount that reflects the deduction of funds utilized in prior Fiscal Years pursuant to Section 12.4.5.1).
- 12.4.5 The Allocated Contingency may only be:
- 12.4.5.1 utilized to cover expenditures in the event that other actual or projected OCOG revenues (including the Unallocated Contingency) are not available to cover the expenditures; or
  - 12.4.5.2 disbursed as surplus 2028 Games profits in accordance with the Host City Contract.
- 12.4.6 Prior to the OCOG's use of the Allocated Contingency with respect to Section 12.4.5.1 only, the OCOG shall obtain the City's written consent (which shall not be unreasonably withheld, conditioned, or delayed).

**Section 13. Transparency.**

- 13.1 OCOG Council Appearances. The OCOG shall designate representatives to make periodic appearances at City meetings, including but not limited to those of the Council and its committees on the 2028 Olympic and Paralympic Games, as appropriate, and to participate in regularly-scheduled status update meetings and conference calls with appropriate City staff. In consideration of the OCOG's need to (1) prioritize finalizing agreements with key 2028 Games partners for venues and operations and (2) develop careful programming for the additional four years of OCOG operations, the OCOG representatives shall appear before the Council at least once during each Fiscal Year or as requested by Council.
- 13.2 Annual Report. The OCOG shall provide annual reports to the Council, which shall include, but not be limited to, the following (collectively, the "Annual Report"), which shall be submitted to Council no later than three (3) months after the end of the OCOG's Fiscal Year:
- 13.2.1 the OCOG's Budget and most recently completed audited financial statements, including, but not limited to its balance sheet, income statement, and statement of cash flows, as well as a forecast versus actual comparison against the OCOG Budget for the year, and bank statements of the Allocated Contingency;
  - 13.2.2 a management discussion and analysis that provides a written overview of the previous year's operations, how the OCOG performed financially, and a forecast versus actual comparison of Revenue Line Items and Cost Line Items;
  - 13.2.3 a financial forecast of the OCOG's revenues, expenses, and construction costs for each of the years thereafter;

- 13.2.4 an update on venue infrastructure and improvements, including, but not limited to, all related schedules and budgets;
  - 13.2.5 a list of all contracts (including the name, type, amount, term and purpose) of the OCOG pertaining to the 2028 Games that were entered into by the OCOG the prior Fiscal Year, valued in excess of \$1,000,000 (which includes contractors possessing contracts with a cumulative value in excess of \$1,000,000);
  - 13.2.6 an update on the insurance procured by the OCOG and the amount and types of coverage provided by such insurance;
  - 13.2.7 a report on the OCOG's support of the Youth Sport Partnership Agreement (as defined in Section 16.10) to increase access to City youth sports programs in the years leading up to the 2028 Games, including total funds transferred to the City, funds expended by the City, and available funds remaining;
  - 13.2.8 copies of any financial reports submitted by the OCOG to the State of California and any audited financial statements, OCOG Budget, and forecast versus actual comparison against the OCOG Budget submitted by the OCOG to the IOC; and
  - 13.2.9 beginning, in each case, with the first Annual Report submitted by the OCOG after the establishment of a given Working Group, an update with respect to any Working Group theretofore established.
- 13.3 Adverse Financial Information. Upon Council's request, the OCOG shall provide additional details regarding its plan to address any adverse financial information contained in the Annual Report.
- 13.4 OCOG Information. The OCOG shall provide the City with copies of (i) the OCOG's conflict of interest policy, (ii) the OCOG's annual audited financial statements within thirty (30) days of OCOG's receipt of such financial statements from its outside auditor, and (iii) the OCOG's annual IRS Form 990 within thirty (30) days of the filing of such form with the IRS.
- 13.5 NSSE. The OCOG shall periodically provide City Liaisons with updates related to an NSSE designation for the 2028 Games, and shall notify the City Liaisons of any potential fiscal impact to the City or OCOG resulting from the designation.
- 13.6 Surplus Audit. After the OCOG has calculated the Surplus, the City shall have the right to independently audit all information used by OCOG to calculate the Surplus.
- 13.7 Legal Compliance. The OCOG shall comply with all applicable City laws and ordinances.
- 13.8 Coordination with Local, State, and Federal Authorities. The OCOG shall provide the City Liaisons with updates on any engagement with local, state, or federal authorities that relates materially to the City, including but not limited to proposed legislation, executive or legislative actions, or guidance on the 2028 Games, permanent infrastructure within the City, or potential fiscal impact to the City or OCOG. The City shall provide the OCOG with updates on any engagement with local, state, or federal authorities that relates materially to the OCOG or the 2028 Games, including but not limited to proposed legislation, executive or legislative actions, or

guidance on the 2028 Games, permanent infrastructure within the City, or potential fiscal impact to the City or OCOG.

#### **Section 14. Venue Use Agreements.**

- 14.1 Venue Use Agreement Indemnifications. The OCOG shall require that any provision that provides general indemnification for the OCOG that is contained in any agreement relating to the rental of a facility to be used for a 2028 Games competition or ceremony event (a "Venue Use Agreement") shall also be provided for the City and the USOPC.
- 14.2 Venue Use Agreement Provisions. The OCOG shall require each Venue Use Agreement include the following provisions which shall be incorporated therein *mutatis mutandis*:
- 14.2.1 None of the City, the State of California, the IOC, the International Paralympic Committee, the USOPC or any of their respective representatives, nor any representative of the [OCOG] (all of the foregoing, collectively, "Unrelated Parties") shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of this [Venue Use Agreement] or any subsequent agreement between the parties relating to the subject matter hereof; and
- 14.2.2 Without limiting the foregoing, neither the [OCOG] nor [Venue Owner] shall be deemed to be an agency, instrumentality, joint venture, or agent of any Unrelated Party.
- 14.3 Venue Owner Releases. The Parties agree that if the OCOG benefits from the following provision, or anything similar to the following language, then the City shall receive the same benefit of such provision:
- [Venue Owner], for itself and its successors and assigns, hereby irrevocably waives and releases, and hereby agrees and covenants to refrain from bringing or causing to be brought, any claims, demands, action, suits or other proceedings, whether at law or in equity, or whether before a court, arbitration panel, agency board or other body, against any Unrelated Party on account of any and all rights, demands, damages, claims, actions, causes of action, duties or breaches of duty, known or unknown, existing, pending, accrued or unaccrued (each, a "Cause of Action"), that [Venue Owner] has, claims to have or may have against any Unrelated Party, to the extent any such Cause of Action arises from or relates to this [Venue Use Agreement].
- 14.4 Inclusion in ECRMA. Any Venue Use Agreement executed between the OCOG and the City shall be included as an attachment to the ECRMA.

#### **Section 15. Dispute Resolution.**

- 15.1 Dispute Resolution. Both Parties shall undertake to reach an amicable settlement in cases of any dispute arising out of this Games Agreement ("Dispute"). If an amicable settlement cannot be reached, the OCOG and the relevant City Department shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each Party's views on the issues and potential solutions to the Dispute. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute. If an amicable resolution cannot be obtained after the initial meeting, then the matter shall be escalated, with attempted resolution sought between the relevant City General Manager, and the equivalent OCOG Supervisor. If, after conferring, no resolution is obtained, then the matter shall

be resolved in a manner consistent with Section 11 of the MOU (which such Section is hereby incorporated herein in its entirety by the foregoing reference as applicable). Notwithstanding the foregoing, the Parties agree that for any Dispute arising between the Parties, the place of arbitration shall be the City of Los Angeles, State of California. Both Parties shall continue to perform any obligations under this Games Agreement during any Dispute. For the avoidance of doubt, any dispute concerning the validity, interpretation, or performance of the Host City Contract shall be subject to the terms of Section 51.2 of the HCC – Principles.

#### **Section 16. General Provisions.**

- 16.1 **Notices.** Any notices or reports relating to this Games Agreement, and any request, demand, statement or other communication required or permitted hereunder, shall be in writing and shall be delivered to the Parties at their respective addresses set forth in Exhibit B. Each Party shall promptly notify every other Party of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via email or facsimile. A notice shall be deemed to have been received on (i) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email, or (ii) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- 16.2 **Relationship of Parties.** The Parties are and shall remain at all times, as to each other, wholly independent entities. No Party shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this Games Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
- 16.3 **Assignment.** No Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. This Games Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns and nothing in this Games Agreement, express or implied, is intended to or shall confer upon any other person any rights, benefits, or remedies of any nature whatsoever under or by reason of this Games Agreement.
- 16.4 **Amendment; Waiver.** Subject to written approval by the IOC, the terms and provisions of this Games Agreement shall be binding upon the Parties and may not be amended, modified, or waived, except by an instrument in writing signed by each of the Parties. Waiver by any Party to this Games Agreement of any term, condition, or covenant of this Games Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach or violation of any of the provisions of this Games Agreement shall not constitute a waiver of any breach or violation of any other provision of this Games Agreement, nor a waiver of any subsequent breach or violation of any provision of this Games Agreement.
- 16.5 **Entire Agreement.** This Games Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto (including, for the avoidance of doubt, the MOU); provided that, nothing in this Games Agreement shall be deemed to supersede or otherwise modify any of the terms of (i) the Host City Contract (including, without limitation, that certain City guarantee, dated August 14, 2017, re: Olympic and Paralympic Games 2028 Guarantee 3.5 submitted as a Candidature Commitment) or any exhibits or joinders to the Host City Contract, (ii) the Youth Sport Partnership Agreement, or (iii) the Cooperative MOU.

- 16.6 Non-Recourse. No obligation of the OCOG or the City under this Games Agreement constitutes an obligation of, and no recourse, claims, actions, rights to sue, or other remedies shall be had against, any trustee, director, officer, employee, volunteer, agent, consultant, member, attorney, representative, or independent contractor of the OCOG or the City for any obligations arising out of this Games Agreement. No trustee, director, officer, employee, volunteer, agent, consultant, member, attorney, representative, or independent contractor of the OCOG or the City shall have any personal liability or obligation for any act or omission of the OCOG or the City, whether arising out of this Games Agreement or otherwise in connection with any of the transactions contemplated hereby or thereby or any other matter related to the 2028 Games.
- 16.7 IOC Approval Required. The Parties acknowledge that the understandings set forth in this Games Agreement are subject to the written approval of the IOC and shall not be binding upon any Party unless and until such written approval is obtained.
- 16.8 Counterparts. This Games Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument.
- 16.9 City Intellectual Property Rights. Consistent with Section 19.3 of the HCC – Principles, the Parties shall work together in good faith to enter into an agreement setting forth the terms and conditions of the City’s right to utilize certain Games-Related Properties (as defined in the HCC – Principles) by December 31, 2022 (such agreement, the “Games IP Agreement”). The Games IP Agreement shall be subject to the approval of the IOC. Notwithstanding anything to the contrary set forth in this Section 16.9, prior to the effectiveness of the Games IP Agreement, the Parties shall cooperate in good faith to enable the City to, on terms mutually agreed to by the Parties, utilize certain Games-Related Properties on a case-by-case basis (subject to receipt of any necessary IOC approval(s)).
- 16.10 Youth Sport Partnership Agreement. The Parties acknowledge and agree that they have entered into that certain agreement regarding the 2028 Youth Sport Partnership Agreement dated September 23, 2020 attached hereto as Exhibit A (as amended from time to time, the “Youth Sport Partnership Agreement”), in full satisfaction of the requirement that the Parties establish the terms of the OCOG’s support for a City youth sports partnership pursuant to, and in accordance with, Section 3 of the MOU.
- 16.11 Close Coordination With The City. As used in this Games Agreement, the term “Close Coordination With The City” means (i) routine engagement between the OCOG and the City on the development of the applicable plan, activity, or matter pertaining to the 2028 Games and (ii) prior to the OCOG finalizing any aspect of such applicable plan, activity, or matter that would impact the City, the City’s right to, at its discretion, provide material input to the OCOG with respect to any such aspect.
- 16.12 No Third Party Beneficiary. Except as expressly provided herein, no third party is intended to be, or shall be deemed to be, a beneficiary of any provision of this Games Agreement.
- 16.13 Governing Law. This Games 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.
- 16.14 Interpretation. References in this Games Agreement to any gender include references to all

genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words “include,” “includes,” and “including” when used in this Games Agreement shall be deemed to be followed by the phrase, “without limitation.” Unless the context otherwise requires, references in this Games Agreement to Sections, Annexes, Exhibits, and Schedules shall be deemed to be references to Sections of, and Annexes, Exhibits and Schedules to this Games Agreement. Unless the context otherwise requires, the words “hereof,” “hereby,” and “herein,” and words of similar meaning when used in this Games Agreement refer to this Games Agreement in its entirety and not to any particular Section or provision of this Games Agreement.

*[The remainder of this page has intentionally been left blank; signature pages and exhibits follow]*

IN WITNESS WHEREOF, the Parties hereto have caused this Games Agreement to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

**THE CITY OF LOS ANGELES**

By:   
ERIC GARCETTI  
Mayor, City of Los Angeles

Date: 12/22/2021

By:   
NURY MARTINEZ  
President, Los Angeles City Council

Date: 12/15/2021

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By:   
Date: 12/9/2021

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By:    
Date: 12/28/2021

**LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028**

By:   
CASEY WASSERMAN  
Chairperson

Date: \_\_\_\_\_

**Games Agreement Exhibit A**  
**Youth Sport Partnership Agreement**

*[attached]*

**AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND THE  
LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC  
GAMES 2028  
REGARDING  
THE 2028 YOUTH SPORT PARTNERSHIP (“YSP”)**

This agreement regarding the 2028 Youth Sport Partnership (“YSP Agreement”) is made and entered into as of the date of the last signature set forth below, and is by and between the City of Los Angeles (“City”), a municipal corporation, acting by and through its Department of Recreation and Parks (“RAP” or “Department”), and the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (“LA 2028” or “OCOG”), a California nonprofit public benefit corporation, formerly known as the Los Angeles 2024 Exploratory Committee. Collectively, these entities shall be known herein as the “Parties” or individually as a “Party.”

WITNESSETH

**WHEREAS**, on August 16, 2017, the City and LA 2028 entered into the Memorandum of Understanding regarding the organizing of the 2028 Olympic and Paralympic Games (“2017 MOU”) by and among the City, LA 2028, and the United States Olympic and Paralympic Committee (“USOPC”), formerly known as the United States Olympic Committee (“USOC”), describing the cooperation of these parties to deliver the 2028 Games; and

**WHEREAS**, on September 13, 2017, the International Olympic Committee (“IOC”) awarded the 2028 Games to LA 2028 and the City of Los Angeles, and accordingly, the IOC, USOPC, and the City entered into the Host City Contract 2028 (“Host City Contract”, consisting of the Host City Contract – Principles and its annexes, in particular the Host City Contract – Operational Requirements); and

**WHEREAS**, among other things, the 2017 MOU provided that if the City and LA 2028 were awarded the opportunity to host the 2028 Olympic and Paralympic Games (“2028 Games”), matters pertaining to the relationship between the City and the OCOG would be memorialized in a definitive “Los Angeles 2028 Games Agreement” (“Games Agreement”) between the City and LA 2028, which would include terms and provisions for LA 2028’s support for a City youth sports partnership aimed at significantly enhancing the opportunities for the City’s youth to access City sport programming; and

**WHEREAS**, selection of a Host City for the 2028 Games provides an additional four years of OCOG operations and revenue-generation capacity also provide the Parties - with the support of the IOC - a significant opportunity to enhance access to City youth sports programming in the years leading up to the 2028 Games; and

**WHEREAS**, LA 2028 was subsequently joined to the Host City Contract by execution of that certain Joinder Agreement dated September 12, 2018; and

**WHEREAS**, in 2018, in advance of the completion of the Games Agreement and this YSP Agreement, RAP and the Los Angeles Parks Foundation, a California nonprofit public benefit corporation (“LAPF”), collectively requested funding up to one million, three hundred ten thousand dollars (\$1,310,000) from LA 2028 in support of the City’s 2018 SWIMLA youth aquatic program, with the express understanding that the expended amount would be credited toward the Youth Sport Commitment (defined below); and

**WHEREAS**, in 2018, RAP successfully doubled the enrollment in SWIMLA from 18,193 in 2017 to 36,073 in 2018; and

**WHEREAS**, in June 2019, RAP and LAPF collectively requested funding from LA 2028 in the amount of one million, four hundred and fifty-seven thousand, nine hundred fifty-five dollars (\$1,457,955) to support the City's 2019 SWIMLA youth aquatic program and its goal of further expanding enrollment in SWIMLA from 36,073 to 40,000; and

**WHEREAS**, substantially concurrently herewith, and subject to the approval of the IOC and all other necessary parties, the City and LA 2028 shall enter into the Games Agreement, which establishes that the terms and provisions pertaining to the Youth Sport Commitment shall be set forth in this YSP Agreement; and

**WHEREAS**, this YSP Agreement – consistent with Section 7.2 of the Host City Contract Principles, which provides for a cash portion of the IOC's contribution to be used by LA 2028 to support projects related to the development of youth and sport-oriented activities to be carried out in the Host City to increase youth sports participation prior to the 2028 Games – structures LA 2028's commitment to invest \$160 million in cash to increase youth sports participation according to terms that provide funding certainty and programmatic discretion for the City ("Youth Sport Commitment"); and

**WHEREAS**, LA 2028 desires to provide funding to directly support youth participation in quality City youth sport programming in satisfaction of the Youth Sport Commitment; and

**WHEREAS**, LA 2028 desires to partner with the City to significantly enhance access to sport for the City's youth up to and through the 2028 Games by removing barriers to participation, on the terms and conditions set forth in this YSP Agreement ("2028 Youth Sports Partnership"); and

**WHEREAS**, addressing barriers to participation include considerations to achieve gender equity, promote inclusive programming for all abilities, and increase access and opportunity for all young people to ensure enduring benefits for all communities in the City of Los Angeles; and

**WHEREAS**, a 2028 Youth Sports Partnership between the City and LA 2028 shall commence upon execution of this YSP Agreement and continue through the 2028 Games, and shall satisfy LA 2028's Youth Sport Commitment, provided that any prior grants provided by LA 2028 to RAP and/or LAPF through the 2018 SWIMLA Grant Agreement and the 2019 SWIMLA Grant Agreement shall be credited toward the Youth Sport Commitment; and

**WHEREAS**, the terms of the 2028 Youth Sport Partnership have been developed in collaboration with the City and with the approval of the IOC, and are ultimately memorialized in this YSP Agreement; and

**WHEREAS**, the City, through RAP, and LA 2028 are entering into this YSP Agreement to memorialize the terms relating to the implementation of the 2028 Youth Sport Partnership, including the material terms to which any grant funds provided hereunder would be subject (each a "YSP Project Plan").

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived by the Parties, and of the promises contained in this YSP Agreement, the Parties hereby agree as follows:

**Section 1.     Recitals.** The recitals set forth above are fully incorporated into this YSP Agreement.

**Section 2. Purpose.** The purpose of this YSP Agreement is to set forth certain material terms of the relationship between RAP and LA 2028 that shall be memorialized, implemented, and maintained during the Agreement Term (defined below) with respect to the 2028 Youth Sports Partnership.

**Section 3. Cooperation.** Pursuant to the terms of the Games Agreement, the Parties shall cooperate with one another in good faith to negotiate, obtain all necessary approvals for, and enter into agreements related to the 2028 Youth Sports Partnership during the Term, including the YSP Project Plan as described herein.

**Section 4. Voluntary.** This YSP Agreement is voluntarily entered into for the purpose set forth in Section 2 above.

**Section 5. YSP Agreement Term.** Subject to IOC approval, this YSP Agreement shall become effective on the date of the last signature set forth below by the Parties, and shall remain in effect through September 1, 2028, unless terminated earlier in accordance with Section 14 of this YSP Agreement (the "Agreement Term"), or extended through Amendment as stated in Section 17(d) herein.

**Section 6. Definitions.** Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them below.

- (a) "Activities" shall mean all Youth sports-related activities carried out according to the approved annual YSP Project Plan or subsequent amended plan for that year.
- (b) "Adaptive Sport" shall mean recreational, fitness, or sport Activities that are inclusive of persons with disabilities.
- (c) "Applicable Law" shall mean all applicable local, state and federal laws, regulations, Orders, and other governmental actions.
- (d) "Departmental Standards" or "RAP Standards" shall mean RAP's standards and criteria set forth in *Exhibit A*, including standards and criteria regarding site safety, maintenance, coach training, and Safe Sport.
- (e) "Class" shall mean any Youth fitness class provided by RAP or other RAP Partner Provider, at a Recreation Center or other such facilities where Activities occur, which shall each meet the Quality Youth Sports Criteria and be described in a YSP Project Plan.
- (f) "Direct Costs" shall mean those costs incurred by the Grantee of the type described in *Exhibit B*, and reimbursable at the rates set forth in *Exhibit B*, subject to the terms and conditions of this YSP Agreement. In no case shall Direct Costs include any cost where the payment of which would violate any Applicable Law or otherwise constitute a breach of this YSP Agreement. Upon mutual agreement by the Parties, Direct Costs may be adjusted over time based on actual costs to RAP or RAP Partner Provider, allowing for increased costs for activities to meet RAP Standards, consistent with meeting Quality Youth Sports Criteria defined herein.
- (g) "Eligible Participant" shall mean: (i) any Youth enrolled and participating in a League or Class offered at a Pre-Qualified Recreation Center; or (ii) any Youth enrolled and participating in a League or Class at any Recreation Center in Los Angeles, which is not a Pre-Qualified Recreation Center (or other such sports facility as set forth in a YSP

Project Plan approved by LA 2028 and by City Council), and whose family demonstrates financial need through submission of a Fee Waiver to RAP; or (iii) any Youth enrolled in and participating in a League or Class provided by RAP Partner Providers at either a Pre-Qualified Recreation Center or pursuant to a Fee Waiver.

- (h) “Enrollment Practices” shall mean the systems, procedures, language, and culturally appropriate practices adopted by RAP from time to time and as described in *Exhibit C*, which are designed to (i) facilitate public awareness of the Quality Youth Sports offered at Recreation Centers or other such facilities where Activities occur, (ii) facilitate or simplify in-person and online registration, and (iii) encourage feedback, provided that there is no additional resource impact or fee to RAP or the end-user.
- (i) “Fee Waiver” shall mean the self-certification form by which financial need shall be assessed, in substantially the same form as *Exhibit D* attached hereto. Each Fee Waiver shall include certification that the Youth participant is eligible to receive and/or receives a free or reduced lunch at the public or private school attended by such Youth (which school shall be identified on Fee Waiver).
- (j) “Grantee” shall mean the City acting through RAP pursuant to the terms and conditions of this YSP Agreement.
- (k) “League” shall mean any Youth sport league provided by RAP or other RAP Partner Provider, at a Recreation Center or other such facilities where Activities occur, which meet the Quality Youth Sports Criteria and is described in a YSP Project Plan approved by LA 2028.
- (l) “Orders” shall mean the provisions of the City’s charter, ordinances, and rules; laws and regulations; and any orders, writs, judgments, decrees, determinations, or awards to which the City or RAP is a party.
- (m) “Pre-Qualified Recreation Center” shall mean those Recreation Centers located in neighborhoods where the median household income is under \$70,000 within a half-mile radius, in accordance with the California State Parks Community Fact Finder. Pre-Qualified Recreation Centers will be identified in the annual YSP Project Plan and selection will prioritize sites where increased investments promote equitable access to sports and fitness opportunities. Subject to mutual agreement by the Parties, the Parties may adjust or re-classify how Pre-Qualified Recreation Centers are pre-qualified in order to increase participant access or to adjust for capacity, provided that LA28 shall provide the IOC with notice prior to any such adjustments or reclassifications.
- (n) “Program Year” shall mean (i) the period commencing upon the Effective Date of the YSP Agreement through June 30, 2020 for the first Fiscal Year of the Agreement Term; (ii) any subsequent twelve-month period from July 1 through June 30 thereafter during the Agreement Term; or (iii) the period commencing July 1, 2028 and concluding September 1, 2028 for the final Fiscal Year of the Agreement Term.
- (o) “Quality Youth Sports” shall mean City approved Classes, Leagues, and Signature Youth Sport Programs, which meet or exceed the Quality Youth Sports Criteria, offered by RAP and RAP Partner Providers.

- (p) “Quality Youth Sports Criteria” shall mean the RAP Standards with respect to site safety, maintenance, coach training, and Safe Sport (as specified in *Exhibit A*); and Enrollment Practices for participants (on-line or in person and as specified in *Exhibit C*).
- (q) “RAP Partner Provider” shall mean third-party sport and fitness program providers that are selected by RAP to enhance, complement, or otherwise provide City Leagues, Classes, and Signature Youth Sport Programs. The Parties agree that RAP Partner Providers must comply with the requirements in this YSP Agreement unless otherwise specified.
- (r) “Recreation Center” shall mean any and all of the one hundred twenty-three (123) recreation centers currently managed by RAP in the City, as well as any new centers that may be developed or added to the Department during the Agreement Term.
- (s) “Safe Sport” shall mean RAP’s implementation of the education and response recommendations developed with, and approved by, the U.S. Center for SafeSport to protect athletes from emotional, physical, and sexual misconduct by informing and training participants, parents and guardians of participants, coaches, officials, volunteers, and staff related to youth sports programs and establishing an effective response and resolution mechanism.
- (t) “Seasonal Sports Schedule” shall mean the combined schedule of Leagues and Classes provided at Recreation Centers by RAP or other RAP Partner Provider identified in a YSP Project Plan approved by LA 2028. The Seasonal Sports Schedule shall be divided into four program seasons consisting of fall, winter, spring, and summer seasons.
- (u) “Special Fund” shall mean the Youth Sports Program Fund that is created and established within the City’s Treasury for the receipt, retention, and disbursement of funding received by the City pursuant to this YSP Agreement.
- (v) “Signature Youth Sports Program” shall mean any new or substantially reorganized RAP offering of sport or Adaptive Sport for Youth, including offerings delivered in conjunction with a RAP Partner Provider, which shall meet the Quality Youth Sports Criteria and be described in a YSP Project Plan.
- (w) “Start-Up Costs” shall mean the costs associated with creating or substantially reorganizing Youth and sport-oriented programs.
- (x) “Trained Coaches” shall mean each sports instructor or coach of Activities, whether paid or volunteer, who is certified in accordance with *Exhibit A*.
- (y) “Youth” shall mean an individual who is under the age of eighteen (18) on the first day of the League, Class, or other such Activity identified in an approved YSP Project Plan.
- (z) “YSP Project Plan” shall mean the annual written project plan which shall be submitted by the City to LA 2028 to approve or reject each year as set forth in Section 9(b) during the term of this YSP Agreement, and which shall meet the terms of this YSP Agreement, including specifications mutually agreed upon by the Parties for fund allocations by LA2028. Within 30 days of a YSP Project Plan’s approval, LA 2028 shall provide notice to the IOC of such YSP Project Plan’s approval and content.

**Section 7. Roles and Responsibilities.**

(a) LA 2028 Availability of Grant Funds. During the term of this YSP Agreement, LA 2028 shall make available \$160,000,000 to the City, less the SWIMLA Grants expended in 2018 and 2019, as recited above, to be paid for YSP Project Plan Grants ("Grant Funds") on the terms and conditions set forth in Section 8 below.

(b) RAP Provision of Quality Youth Sports. During the Agreement Term:

- (i) RAP shall provide Leagues and Classes at all Recreation Centers within the City, subject to availability, capacity, maintenance needs, or infrastructure conditions at each Recreation Center;
- (ii) RAP shall offer Leagues across all Recreation Centers within the City following the Citywide Seasonal Sports Schedule (subject to availability, capacity, maintenance needs, or infrastructure conditions at each Recreation Center);
- (iii) RAP shall develop, implement and maintain Enrollment Practices designed to encourage and maximize broad-based youth participation in RAP offerings; and
- (iv) RAP shall maintain each Recreation Center and YSP Sport offering in accordance with RAP Standards.

**Section 8. Grant Funds.**

(a) Available Funding. Subject to adjustments set forth in this Section 8, for each Fiscal Year throughout the Agreement Term, LA 2028 shall make available \$19,200,000 (see *Exhibit E*) to fund the YSP in accordance with a disbursement request amount included in the annual YSP Project Plan for that Fiscal Year.

(b) Funding Schedule. LA 2028 shall provide funding on a quarterly basis, consistent with a disbursement request included in any annual YSP Project Plan that has been approved by LA 2028, and the City shall deposit such funding into the Special Fund dedicated to YSP. Notwithstanding anything herein to the contrary, if any funds from the prior fiscal year are unencumbered in the Special Fund account, LA 2028 may reduce the annual funding amount by the amount of unencumbered funds to offset the Special Fund balance.

(c) Credit towards LA 2028 Youth Sports Commitment. Each quarterly payment shall be credited towards the total LA 2028 Youth Sports Commitment.

(d) Funding for Direct Costs. Unless otherwise provided in this YSP Agreement, the City may use Grant Funds available for each Fiscal Year to offset the Direct Costs in accordance with the City's YSP Project Plan for a given Fiscal Year as specified in *Exhibit B*. Subject to the terms and conditions of this YSP Agreement, the City may also use Grant Funds for Direct Costs related to Signature Youth Sports Programs described in a LA 2028 approved YSP Project Plan for a given Fiscal Year. The Parties acknowledge and agree that the majority of any year's Grant Funds shall be reserved for use by RAP to offset Direct Costs of participation in Quality Youth Sport Leagues and Classes, and the City shall target 20% of the Grant Funds available for a given Fiscal Year for Direct Costs related to Signature Youth Sports Programs described in Section 6(v); provided that the Parties acknowledge that if

the proposed Signature Youth Sports Programs for a given year includes new or substantially reorganized RAP offering of Adaptive Sport for Youth then higher Direct Costs associated with such new offering(s) of Adaptive Sport for Youth may cause the City to exceed the 20% target.

(e) Funding for Other Costs. Notwithstanding anything herein to the contrary, the City may use up to 4% of total Grant Funds, six million four hundred thousand dollars (\$6,400,000) to recoup or otherwise cover expenses that are consistent with the Parties' shared goal to increase the number of City youth participating in sport and fitness programs but do not qualify as Direct Costs, including but not limited to community engagement and outreach, program Start-Up costs, Safe Sport, marketing, program branding, and reporting requirements ("Other Costs"). The City shall have broad discretion and unilateral control over how these funds are expended to support the above stated goals, as described in the YSP Project Plan for any given Fiscal Year. LA 2028 shall pay the City the Other Costs in quarterly payments as necessary to support each approved YSP Project Plan. Other Costs may vary from year to year, however the total amount available for Other Costs over the term of the YSP Agreement shall not exceed \$6,400,000. These Grant Funds for Other Costs shall be credited towards LA 2028's total commitment for YSP.

(f) Identified Unrequested Funds. For the avoidance of doubt, to the extent funds are identified and made available by LA 2028 pursuant to Section 8(a), but not requested by the City and funded by LA 2028 pursuant to an approved YSP Project Plan (the "Identified Unrequested Funds"), such Identified Unrequested Funds shall not be deemed credited towards the total LA 2028 Youth Sports Commitment in accordance with Section 8(c) until such time as the Identified Unrequested Funds are requested and funded in accordance with the terms of this YSP Agreement. Notwithstanding anything to the contrary contained herein, to the extent in any given year there are Identified Unrequested Funds, such funds shall remain available for request by the City in accordance with the terms of this YSP Agreement in any subsequent year until funded, provided, commencing with the fourth annual YSP Project Plan, such subsequent YSP Project Plan requests shall not exceed the greater of (x) \$30 million and (y) the sum of the annual available funding pursuant to Section 8(a) plus any remaining Identified Unrequested Funds from prior years that have not been the subject of a prior YSP Project Plan request.

(g) Prior and Current Year Grants. For Fiscal Year 2019-2020, the available Grant Funds will be reduced by the total sum of any prior and current year grants received from LA 2028, which is calculated as: (A) funding provided by LA 2028 under the terms of the 2018 SWIMLA Grant, plus (B) the actual amount to be funded by LA 2028 under the terms of the 2019 SWIMI.A Grant. The sum of prior and current grant amounts received from LA 2028 shall be credited toward the total funding to be provided under the LA 2028 Youth Sports Commitment.

## **Section 9. YSP Project Plan.**

(a) Requirements. The City shall have broad programmatic discretion over youth sports programs and activities to be provided under a YSP Project Plan for any given Fiscal Year, provided that the youth sport programs and activities meet LA 2028's requirements as set forth below:

- (i) Approval by the City Council. Each YSP Project Plan shall specify the Seasonal Sports Schedule and Signature Youth Sports Programs for which Grant Funds are being requested. The City's YSP Project Plan for each Fiscal Year must obtain the City Council's approval.
- (ii) Preference for Olympic and Adaptive Sports. Subject to the terms and conditions of this YSP Agreement, the City may use Grant Funds available for a given Fiscal Year to establish, operate, and otherwise provide youth sport programs and

activities that are neither Olympic nor adaptive sports. Notwithstanding the foregoing, for proposed Signature Youth Sports Programs, the City shall (i) make best efforts to include Olympic and adaptive sports that are anticipated to be part of the 2020, 2024, or 2028 Olympic and Paralympic Games sports program and (ii) shall work in good faith on proposed Signature Youth Sports Programs with any National Governing Board NGB (NGB) that seeks to develop and promote with the City Olympic and Paralympic sports.

- (iii) Tracking Participants. The City shall track a yearly increase in the number of Eligible Participants resulting from the use of Grant Funds. The City shall use the 2018-2019 participation counts provided by RAP as a baseline figure to serve as a starting point for measurement purposes (provided in *Exhibit F*).
- (iv) Safety. The safety of the YSP participants is the Parties' highest priority. No later than one year from the date of this YSP Agreement's execution, the City shall provide the Safe Sport program in connection with all Activities by RAP and any RAP Partner Providers through the term of this agreement, provided, however, that the U.S. Center for SafeSport has worked with the City in good faith, and in a timely manner, on the development and approval of the program.

(b) Submittal Process.

- (i) Timeline for Submission of Annual Requests for YSP Funds. No later than January 31, 2020 with respect to Fiscal Years 2019-2020 and 2020-2021, and no later than October 1 of each subsequent calendar year during the Agreement Term through October 1, 2027, RAP may submit to LA 2028 YSP Project Plans which have all elements of the YSP Project Plan and satisfy all of the requirements of this YSP Agreement.
- (ii) Timeline to Approve or Reject Annual YSP Project Plan Requests. With respect to YSP Project Plans submitted in accordance with Section 9(b)(i) above, LA 2028 shall approve or reject YSP Project Plans for Fiscal Years 2019-2020 and 2020-2021 within 14 days of receipt, and thereafter by November 1st of each full calendar year during the Term (or within 30 days of receipt if RAP has submitted a YSP Project Plan prior to October 1). If rejected, the City shall have an opportunity to amend and resubmit the YSP Project Plans within four (4) weeks of receiving a rejection notice from LA 2028 pursuant to Section 17(a). LA 2028 shall approve or reject the amended YSP Project Plans within ten (10) calendar days of receipt.
- (iii) Grant Request Requirements. RAP shall submit all of the following items for approval by LA 2028 in connection with each annual YSP Project Plan:

The proposed annual YSP Project Plan, in a form mutually agreed upon by the Parties.

A proposed Seasonal Sports Schedule in substantially the form attached hereto as *Exhibit G*, provided that: (i) the Seasonal Sports Schedule shall reflect Leagues and Classes; and (ii) Leagues are offered at Recreation Centers throughout the City (subject to Section 7(b)(ii)).

A proposed request for disbursement of YSP Funds to cover the Direct Costs for

each season described in the Seasonal Sports Schedule (“Seasonal Advance Funding”) associated with the reasonably anticipated enrollment of Eligible Participants for each season, which enrollment figures shall be reasonably determined by RAP acting in good faith and informed by past enrollment figures (“Anticipated Enrollment”). Each request for Seasonal Advance Funding shall include the payment schedule of requests for Seasonal Advance Funding in the annual YSP Project Plan.

The amount of Seasonal Advance Funding for each season shall be the sum of (x) the Anticipated Enrollment for such season at each Recreation Center multiplied by \$180 for Leagues, (y) the Anticipated Enrollment for such season at each Recreation Center multiplied by \$80 for Classes, and (z) the unit costs for aquatic classes and aquatic leagues (the “Aquatic Costs”). The Aquatic Costs have not yet been defined, but the Parties agree (i) to work together in good faith to define the Aquatic Costs and (ii) that the City may submit the Aquatic Costs as a part of the Signature Youth Sports Program, for a given Fiscal Year in the YSP Project Plan for that Fiscal Year.

A compliance certificate executed by the General Manager of RAP, or their designee, certifying the following matters have been met through reasonable efforts and substantially demonstrate compliance, including:

1. This YSP Project Plan does constitute a legal, valid and binding obligation of RAP;
2. The representations and warranties set forth in the compliance certificate are true and correct as of the date of certification and will be true and correct for the duration of the Program Year;
3. RAP has not, and shall not, collect more than \$10 from each Eligible Participant directly for participation in any of the Activities described in the Project Plan. By mutual approval of the parties, this fee may be adjusted over time based on actual costs to RAP or RAP Partner Providers, allowing for increased costs for activities to meet RAP Standards, consistent with meeting Quality Youth Sports Criteria;
4. The YSP Project Plan complies with all requirements of the YSP Agreement;
5. RAP has not entered into, and shall not enter into, any agreement, understanding or arrangement which would grant commercial sponsorship, affiliation or other identification rights of any kind or description with respect to the 2028 Games, LA 2028, the USOPC, the IOC, to any supplier of goods or services or to any other person or entity;
6. RAP does not and shall not discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry or political affiliation; and

7. No audit, investigation, proceeding or other inquiry known to RAP as of the even date herewith is pending by the Internal Revenue Service, the Franchise Tax Board or the Attorney General of any state with respect to RAP.
- (iv) Quality Sport Program Certification. No later than one month prior to the commencement of any Program Year, RAP shall submit a certificate of compliance (“Quality Sport Program Certification”), certifying that all sports programming for Youth described in the YSP Project Plan meets Quality Youth Sports Criteria as of the date of certification, and will continue to meet Quality Youth Sports Criteria during the Program Year.
  - (v) Third Parties. Subject to the requirements set forth in this YSP Agreement, RAP may subcontract with RAP Partner Providers; provided that such RAP Partner Providers are referenced in the relevant YSP Project Plan.

**Section 10. Requirements for the Expenditure of Grant Funds.**

(a) All Grant Funds are to be expended solely for the purposes, activities, items, contractors (if any), and estimated amounts outlined in the respective YSP Project Plan approved by LA 2028.

(b) All Grant Funds must be expended for public purposes.

(c) The Grantee shall act in accordance with the fiduciary duty attached to the receipt and expenditure of Grant Funds intended to benefit the public. Consistent with that fiduciary duty and the public trust from which it flows, the Grantee shall ensure the proper expenditure at all levels of all Grant Funds pursuant to this YSP Agreement. All expenditures shall be the result of arm’s length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or LA 2028, or any employee or agent of the Grantee or LA 2028. The Grantee shall not offer or provide money, the promise of advantage, or other things of value directly or indirectly to anyone in order to unlawfully influence any decision or action relating to a YSP Project Plan, the Grantee, or LA 2028.

(d) In addition to the limitations set forth above, Grant Funds may never be used:

- (i) To support a political campaign, party, or candidate for public office, or to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive;
- (ii) To support or attempt to influence any government legislation, or carry on propaganda, within the meaning of Section 4945(d)(1) of the Internal Revenue Code;
- (iii) In violation of, or in support of activities violating, Applicable Law;
- (iv) To make a sub-grant which does not comply with Section 4945(d)(3) or (4), or for purposes other than those specified in Section 170(c)(2), of the Internal Revenue Code (26 U.S.C. §§1 et seq.); and
- (v) To undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Internal Revenue Code.

**Section 11. Insurance, Risk Management.**

(a) The City agrees that no later than the Effective Date and for the duration of this YSP Agreement, and for such period after during which claims may reasonably be expected and in accordance with the applicable statute of limitations, on behalf of itself and any RAP Partner Providers, contractors or subcontractors, the City shall self-insure against all risks and any potential errors or omissions with respect to the Quality Youth Sports, Activities, facilities (including Recreation Centers and any third party facilities where Activities may occur), or the activities of the City, its employees, or any RAP Partner Providers, contractors or subcontractors. This YSP Agreement will serve as evidence of such self-insurance.

(b) The City shall waive its right to recover damages against LA 2028 or any of its officers, directors or employees for any loss, damage or liability against which the City has agreed to self-insure under Section 11(a).

**Section 12. Reconciliation.**

(a) Reconciliation Requirements. Commencing July 1, 2020 and at the end of each Fiscal Year thereafter, RAP shall certify actual expenditures in accordance with Section 12(b) below, actual participation rate calculated in accordance with Section 12(c) below, no supplantation in accordance with Section 12(d) below, qualification of participants, and compliance with this YSP Agreement, with respect to each YSP Activity, as compared to the YSP Project Plan. The City Administrative Officer (“CAO”), or their designated representative, shall validate such certification no later than September 1 (i.e., no later than sixty (60) days following the conclusion of the Fiscal Year) in accordance with a form or process mutually agreed upon by the Parties.

(b) Actual Expenditures. RAP shall calculate the actual amount expended or encumbered at each Recreation Center using Grant Funds for each category of Direct Costs specified in Exhibit B, as well as all other Direct Costs and Other Costs expended by RAP under the YSP Project Plan at each Recreation Center, and shall include the calculation of such actual expenditures or encumbrances in the certification provided for in Section 12(a). For Direct Costs and Other Costs expended or encumbered by RAP that are not included in any Recreation Center, RAP shall also include the calculation of such actual expenditures or encumbrances in the certification provided for in Section 12(a).

(c) Actual Participation Rate. The actual participation rate of Eligible Participants will be calculated by: (i) confirming the correct classification of Eligible Participants; and (ii) adding (x) the number of Eligible Participants enrolled in each League and Class at one of the Pre-Qualified Recreation Centers, and (y) the number of Eligible Participants enrolled in the Leagues and Classes set forth in a YSP Project Plan at the remaining Recreation Centers identified in the YSP Project Plan who completed and submitted an approved Fee Waiver.

(d) No Supplantation. RAP shall use best efforts to maintain existing funding that RAP and third-party grantors have provided to each Recreation Center to support access to youth sport throughout the entire period of this YSP Agreement and agrees that Grant Funds shall be used to supplement, not supplant, any existing baseline funding. RAP shall provide RAP's FY 2019-2020 approved budget and all subsequent annually approved RAP budgets during the Term. As part of the reconciliation process pursuant to Section 12(a) above, RAP shall annually provide the following calculations of baseline funding provided to support all of RAP's youth sport programs: 1) approximate budget allocation to support youth sport programs by recreation center (including budgeted positions); 2) all other third-party grantors; and 3) any other sources, included fees for service, in accordance with a form or process

mutually agreed upon by the Parties.

(e) Excess Funds. Should the amount of Grant Funds provided by LA 2028 to RAP under any YSP Project Plan exceed the actual expenditures provided for in Section 12(b) and incurred in the Grant Period, the excess funds ("Excess Funds") shall be retained in the Special Fund to be used by RAP during the Agreement Term in connection with the subsequent LA28 approved YSP Project Plan and/or Seasonal Advance Funding Requests.

(f) Remaining Funds. Notwithstanding Section 12(d), up to \$10 million of (i) funding provided by LA 2028 for the YSP which remains unspent in the final Fiscal Year of the Agreement Term and (ii) any Identified Unrequested Funds shall be available for a YSP Project Plan for Fiscal Year 2028-2029 and shall be credited towards LA 2028's total commitment for the YSP, provided that the City's use of any remaining Grant Funds as set forth in this Section is approved by LA 2028 pursuant to the terms of this YSP Agreement. Upon the expiration or termination of this YSP Agreement, any Identified Unrequested Funds and Excess Funds (the "Remaining Funds") shall be transferred to LA 2028's lawful successor entity that will distribute the Remaining Funds to the RAP programs that are designed to promote youth sports in the City.

### **Section 13. Transparency and Accountability.**

(a) Annual Report. By September 30 of each year of the Agreement Term (including any extension of the YSP for Fiscal Year 2028-2029 in accordance with Section 12(f) above), the City shall annually make a report of the prior Program Year available to the public (the "Annual Report"). The Annual Report shall include the following information: (1) The City's account for its use of Grant Funds in the prior Program Year as provided for in Section 12(b); and (2) a key-performance-indicators ("KPIs") section with a specific focus on determining whether the objective of increasing access to and participation in youth sport programming was successful under the annual YSP Project Plan as evidenced by providing data on the KPIs included in *Exhibit H*. If the Annual Report does not specify the methodology used by the City to measure achievement of KPIs, the City shall separately provide such information to LA 2028. The Parties agree that in no event shall the City rely on an auditor to prepare any Annual Report that is then also contracted to provide auditing or accounting services to LA 2028.

(b) Quality Assurance. RAP has identified certain internal mechanisms to ensure RAP compliance with its safety and maintenance practices, described in further detail in *Exhibit I* ("Internal QA Function"). During the Term, RAP shall maintain compliance with all RAP Standards and YSP Project Plan Requirements. The Internal QA Function shall regularly monitor RAP's compliance with all RAP Standards and YSP Project Plan Requirements.

(c) Books and Records. Grantee shall maintain complete, accurate, and current operating and financial books, records, and related documentation with respect to all Activities which are the subject of Grant Requests during the Term or the performance of this YSP Agreement. During the Term and for five (5) years thereafter, LA 2028 (and following its dissolution, the IOC) shall have the right to inspect, review, and copy Grantee's books, records, and other documents for purposes of verifying actual participation levels incurred in delivering Activities and general compliance with any other terms of this YSP Agreement or any YSP Project Plan at any time, at LA 2028's/the IOC's sole discretion. All costs of performing such inspection or audit shall be borne by LA 2028/the IOC, and exclude the use of any Grant Funds to do so.

(d) LA 2028 Reports. RAP acknowledges that LA 2028 is required to appear quarterly and/or upon request before the City Council to provide a briefing on, inter alia, LA 2028's support for youth sport programs increasing access to sport for City youth. LA 2028 may submit its annual report

articulating support for such programs, as part of its reporting requirement to the City as set forth in the 2017 MOU. Additionally, LA 2028 has reporting requirements to its Board of Directors and to the IOC regarding the same. RAP agrees to cooperate fully and timely with any reasonable LA 2028 requests for data and information reasonably necessary for LA 2028 to fulfill such requirements. RAP further acknowledges that LA 2028 may share any publicly available data or information provided under this YSP Agreement with its accountants, attorneys, advisors, representatives, agents, and affiliates and other third parties (including without limitation the IOC and International Paralympic Committee). Notwithstanding the foregoing, no data or information may be shared that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual, unless the data or information has been anonymized in a manner sufficient to ensure that the data or information is not capable of re-identification with the specific individual.

**Section 14. Termination.** This YSP Agreement shall automatically terminate upon the occurrence of any of the following events: (i) upon the expiration of the Agreement Term; (ii) the termination of the Host City Contract; or (iii) the express written agreement of each of the parties hereto to terminate this YSP Agreement.

**Section 15. Survival.** Section 12(e) and Sections 16 and 17 shall survive the Agreement Term or termination of this YSP Agreement.

**Section 16. Dispute Resolution.** Any dispute involving this YSP Agreement or any YSP Project Plan will be resolved in accordance with the procedures specified in *Exhibit J* attached hereto.

**Section 17. General Provisions.**

(a) **Notices.** Any notices or reports relating to this YSP Agreement, and any request, demand, statement, or other communication required or permitted hereunder, shall be in writing and shall be delivered to the Parties at their respective addresses set forth in *Exhibit K*. Each Party shall promptly notify every other Party of any change of contact information, including personnel changes, provided in *Exhibit K*. Written notice shall include notice delivered via email or facsimile. A notice shall be deemed to have been received on: (i) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (ii) on the third (3rd) business day following mailing by registered or certified mail, return receipt requested, to the addresses set forth in *Exhibit K*.

(b) **Relationship of Parties.** The Parties are and shall remain at all times, as to each other, wholly independent entities. No Party shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this YSP Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.

(c) **Assignment.** No Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. This shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns, and nothing in this YSP Agreement, express or implied, is intended to or shall confer upon any other person any rights, benefits, or remedies of any nature whatsoever under or by reason of this YSP Agreement.

(d) **Amendment; Waiver.** Subject to written approval by the IOC, the terms and provisions of this YSP Agreement shall be binding upon the Parties and may not be amended, modified, or waived, except by an instrument in writing signed by each of the Parties and approved by the IOC. Waiver by any Party to this YSP Agreement of any term, condition, or covenant of this YSP Agreement shall not

constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach or violation of any of the provisions of this YSP Agreement shall not constitute a waiver of any breach or violation of any other provision of this YSP Agreement, nor a waiver of any subsequent breach or violation of any provision of this YSP Agreement.

(e) Indemnification. City shall defend, indemnify, and hold harmless LA 2028 and its board, officers, agents, affiliates, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, damages, or liability of any nature whatsoever, for death or injury to any person, or damages or destruction of any property of any third parties, or arising in any manner out of or incident to the preparation, arranging, performance, or sponsoring of this YSP Agreement, by reason of an act, error, or omission by RAP, and/or of its commission, officers, agents, employees, assigns, and successors in interest. The rights and remedies provided in this Section shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this YSP Agreement. This provision will survive expiration or termination of this YSP Agreement.

(f) Entire Agreement. This YSP Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto, provided that nothing in this YSP Agreement shall be deemed to supersede or otherwise modify all or any terms of the following: (i) the Games Agreement and any exhibits attached thereto; and (ii) the Host City Contract, any joinders to the Host City Contract, and any exhibits attached thereto.

(g) Non-Recourse. No obligation of LA 2028 or the City under this YSP Agreement constitutes an obligation of, and no recourse, claims, actions, rights to sue, or other remedies shall be had against, any trustee, director, officer, employee, volunteer, agent, consultant, member, attorney, representative, or independent contractor of LA 2028, or the City for any obligations arising out of this YSP Agreement. No trustee, director, officer, employee, volunteer, agent, consultant, member, attorney, representative, or independent contractor of LA 2028, or the City, shall have any personal liability or obligation for any act or omission of LA 2028 or the City, whether arising out of this YSP Agreement or otherwise in connection with any of the transactions contemplated hereby or thereby or any other matter related to the 2028 Games.

(h) Disclaimer. It is expressly understood by the Parties that no director, member, officer, employee, or other representative of any of the Parties shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this YSP Agreement, or any amendment and/or subsequent agreement regarding the subject matter hereof. LA 2028 shall have no liability for any debts, liabilities, deficits, or cost overruns of the Grantee. The Parties agree that the liability of LA 2028 hereunder shall be limited to the payment of this Grant pursuant to the terms and conditions of this YSP Agreement. Any contracts entered into or other obligations or liabilities incurred by the Grantee in connection with any Activities or otherwise relating to this YSP Agreement, or any YSP Project Plan provided pursuant to the terms of this YSP Agreement, shall be the sole responsibility of such Party, and LA 2028 shall have no obligation or liability whatsoever thereunder or with respect thereto. In no case shall LA 2028 be liable to the Grantee or any third party for consequential damages.

(i) No Third-Party Beneficiary. Except as expressly provided in Section 17(k), "IOC Approval," and Section 17(m), "Recovery Solely Against LA 2028," no third-party is intended to be, or shall be deemed to be a beneficiary of any provision of this YSP Agreement.

(j) Information and Knowledge Management. The Parties acknowledge Section 29.2 of the

Host City Contract - Principles, and RAP agrees to cooperate with LA 2028 and facilitate the implementation of appropriate policies and protocols which are compliant with Applicable Laws to facilitate the transfer of "Games Information Knowledge and Expertise" in accordance with LA 2028's information knowledge strategy and policies.

(k) IOC Approval Required. The Parties acknowledge that the understandings set forth in this YSP Agreement are subject to the written approval of the IOC and shall not be binding upon any Party unless and until such written approval is obtained. The Parties further acknowledge that any Section 17(c) written consent provided by a Party to allow the other Party to assign any of its rights or delegate any of its obligations hereunder is subject to the prior written approval of the IOC and shall not be binding upon any Party unless and until such written approval is obtained.

(l) Marketing or Publicity Rights. The City will regularly consult and collaborate with LA 2028 on the brand identity and marketing of the YSP and will provide LA 2028 such information regarding the City's plans with respect thereto as may be reasonably required by LA 2028. The City may not affiliate itself, or their respective staff or partners, with the United States Olympic and Paralympic Properties, LLC ("USOPP") or any other official Olympic and/or Paralympic organization, including the IOC, International Paralympic Committee, USOPC, and any joint venture or similar entity with any such party (each a "Games Entity") or use any marks or brands associated with the commercial properties of any Games Entity without the prior, express, written consent of LA 2028, subject to the understanding that any such consent may be conditioned on the City providing LA 2028 such information as may be reasonably required by LA 2028 in order to evaluate the City's request. LA 2028, the USOPC, and the IOC may not affiliate itself or their respective staff or partners, with the City or use any marks or brands associated with the City without the prior, express, written consent of the City; provided, however, that approval for the IOC to publish promotional materials relating to the Activities, or any YSP Agreement provided hereunder, shall not to be unreasonably withheld, conditioned or delayed. Nothing in this YSP Agreement shall be construed as giving any Party the right to advertise or publicize its affiliation or relationship with the other Party, or represent or imply that any product or service provided has been endorsed or approved by them, including by publishing or issuing any statement (factual or otherwise) about LA 2028 or the City of LA, without prior written consent. Neither Party shall have a right to use any trademarks, logos, or other intellectual property of the other without their prior, express, written consent. LA 2028 shall obtain express written consent from City affirming parental consent or waiver prior to publishing photos of minors. Nothing herein is intended to prevent the IOC from promoting the importance of the YSP to the success of the 2028 Olympic and Paralympic Games or from providing general news coverage of the YSP through the IOC's media channels.

(m) Recovery Solely Against LA 2028. The Parties acknowledge and agree that RAP shall have no right of recovery of any kind against USOPP, the USOPC, or the IOC, or any affiliate, director, officer, employee, consultant, or independent contractor of any of USOPP, the USOPC, or the IOC under this YSP Agreement, and that its sole and exclusive recourse or remedy for any claims, demands, actions, suits, or other proceedings under this YSP Agreement shall be against the assets of LA 2028 only. Each of USOPP, the USOC, and IOC shall be a third-party beneficiary of this Section with full rights of enforcement thereof. This provision will survive expiration or termination of this YSP Agreement.

(n) Governing Law. This YSP Agreement has been negotiated, executed, and delivered and will be performed in the State of California, and shall be governed by and construed in accordance with its laws.

(o) Interpretation. References in this YSP Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context

otherwise requires, the words “include,” “includes,” and “including” when used in this YSP Agreement shall be deemed to be followed by the phrase, “without limitation.” Unless the context otherwise requires, references in this YSP Agreement to Sections, Annexes, Exhibits, and Schedules shall be deemed to be references to Sections of, and Annexes, Exhibits and Schedules to this YSP Agreement. Unless the context otherwise requires, the words “hereof,” “hereby,” and “herein,” and words of similar meaning when used in this YSP Agreement, refer to this YSP Agreement in its entirety and not to any particular Section or provision of this YSP Agreement.

(p) Counterparts. This YSP Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument. This YSP Agreement is being executed in three (3) originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the Parties hereto have caused this YSP Agreement to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

Executed this 16th day  
of September, 2020

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

By M. Shue  
GENERAL MANAGER

Executed this 18<sup>th</sup> day  
of SEPTEMBER, 2020

LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028

By [Signature]  
Name: Casey Wasserman  
Title: Chairperson

MICHAEL N. FEUER,  
City Attorney

Attest: HOLLY L. WOLCOTT, CITY CLERK

Date: 9/23/2020

Date: 9/18/2020  
By: [Signature]  
Name: Daniel Kreinbring  
Title: Deputy City Attorney

By: [Signature]   
Deputy City Clerk

## **Exhibit A**

### **Department Standards for Quality Youth Sports - Clean & Safe Parks**

#### **Site Safety**

RAP is committed to providing safe, accessible, and well maintained parks. The rules and regulations for all City Parks are codified in the City's Municipal Code, governed by the RAP Board of Commissioners and the Los Angeles City Council. Primary enforcement of all safety rules are handled by RAP's Park Ranger Division who collaborates closely with the Los Angeles Police Department (LAPD), Los Angeles Fire Department (LAFD), and other appropriate government agencies to ensure parks remain safe. RAP's Ranger Division has developed working relationships with LAPD Senior Lead Officers and the City Attorney's Neighborhood Prosecutors at all 22 LAPD stations and in each of RAP's three regional divisions: Metro, Pacific and the Valley Shoreline.

Through this collaboration, park rangers attend a weekly crime briefing at LAPD stations to exchange information on potential developing crime patterns or other issues that may affect safety for our patrons. The data shared at these meetings informs the deployment of shared resources by LAPD detectives and officers at parks across the City.

Members of the public are routinely encouraged to report safety concerns directly to Park Rangers, LAPD or through the City's 311 or 911 emergency operation divisions.

#### **Maintenance**

Maintenance and infrastructure care, especially lighting, plays a significant role in keeping our parks safe. RAP continues to replace and add LED lighting at every park in the City to provide a brighter more focused reliable light source. LED lighting is also effective in reducing required maintenance.

All Parks and facilities shall be maintained at a level free of excessive litter, debris, and graffiti. Restrooms shall be kept clean, sanitary, and well-stocked during all park hours. All known maintenance issues shall be addressed in a timely manner to prevent disruption or impact of any recreational program.

All members of the public are able to report maintenance concerns directly to on site park recreation staff, maintenance crews, park rangers or through the City's 311 system or through the Department's on line-app

#### **Coaches Training and Standard**

##### *Vetting for Volunteer Coaches:*

All RAP volunteer coaches are currently vetted through a mandatory Volunteer Application process. A volunteer, who is not already registered in the system, receives a Volunteer Application form; fills out the application in person or on line at home or at the local recreation center.

RAP Human Services Division (HR) receives the on-line application and e-reminds the applicant to get fingerprinted. The applicant must then schedule a Live Scan appointment to get fingerprinted by a Department Live Scan technician at one of several Live Scan RAP locations. The applicant waits for Department of Justice (DOJ) report that is sent to HR. HR reviews the report to determine if the volunteer is cleared to volunteer. A volunteer is not authorized to coach until their fingerprint (DOJ) clearance is received by RAP's HR Division. DOJ actively continues to monitor volunteer's status and sends status changes to HR. If HR clears the volunteer, recreation staff is notified and the volunteer can

begin coaching at the recreation center. RAP uses Volgistics, a consolidated database to keep track of volunteer information including their clearance dates and estimated hours worked.

#### *Coaching Training:*

RAP has training standards and procedures to certify its volunteer coaches and to ensure participating youth receive the appropriate educational, social, and physical benefits of playing sports. RAP seeks quality candidates that pledge to live up to the responsibilities of a coach, and who will: place the emotional and physical well-being of players ahead of a personal desire to win, ensure the sports environment is one of fun and enjoyment, lead by example in demonstrating fair play and sportsmanship, and instill the proper attitudes and values in all participants.

RAP staff periodically receive coaches training, at times in partnership with local coaching organizations. Training is designed to provide common-sense messages on coaching and training today's young athletes. Delivery methods include sessions and clinics that provide sport specific trainings, by organizations that teach best practices. RAP staff is provided mandatory "train the trainer" sessions by these organizations, i.e., Coaching Corps, Positive Coaches Alliance, for staff to prepare volunteer coaches with the tools they need to teach and demonstrate good sportsmanship and best practices in the following topics:

- Communicating with athletes and parents
- Motivating young athletes
- Dealing with "problem" athletes
- Importance of well-planned practices
- Developing your own coaching philosophy
- Why kids play sports and why many drop-out
- Coaches' Code of Conduct for all RAP sport programs
- Skills Clinics
- Specific Gender Equity Guidelines

RAP staff shall ensure all coaches are trained in best coaching practices, inclusive of the Coaching Training described herein and through the use of on-line resources such as the How to Coach Kids online courses. RAP will include its annual training plan in each YSP Project Plan.

#### **Safe Sport**

In accordance with Section 9(a)(iv) of this YSP Agreement, the City shall provide a Safe Sport program in connection with all Activities by RAP and any RAP Partner Providers upon the commencement of the Safe Sport program.

**Exhibit B**

**Direct Costs**

<b>Direct Costs</b>		
<b>League</b>		
<b>Line Item</b>	<b>Cost</b>	<b>Description</b>
Trophy	\$13	All youth receive an item to recognize their participation. Teams that win 1st and 2nd place typically receive large trophies. Some
Sports Equipment (shared cost)	\$30.00	Sports equipment is replaced for every sport seasonally. Items vary per sport and may include: balls, scoreboards, nets, gloves,
Uniform (City contract)	\$40.00	All participants receive team uniforms. One set may include: jersey, shorts, socks, etc.
Volunteer Coaches //OR//	\$17.00	All volunteer coaches complete coaches training and background checks. When pre-requisites are met, coaches are placed on a
Non-Volunteer Coaches (shared cost)	\$40.00	This consists of part-time staff that: coach teams, host pre-season meetings to place youth on teams, set-up materials for games,
Officials	\$37.00	The cost per official depends on the sport and background of the official (experience/certification). The cost can range between \$30
Pre & Post-Season Events	\$20.00	Every quarter, facilities host opening and closing day events for each sport to generate excitement and acknowledge all kids
<b>Requested from LA28</b>	<b>\$180.00</b>	

<b>Class</b>		
<b>Line Item</b>	<b>Cost</b>	<b>Description</b>
Fitness Equipment (shared cost)	\$20.00	In order to facilitate a successful program, RAP ensures appropriate supplies are available at all sites. Some supplies include: sports
Class instructor (shared cost)	\$40.00	This individual teaches the specialized fitness activity.
Pre & Post-Season Events	\$20.00	Every quarter, facilities host opening and closing day events for each sport to generate excitement and acknowledge all kids
<b>Requested from LA28</b>	<b>\$80.00</b>	

## **Exhibit C**

### **Enrollment Practices**

RAP's Enrollment Practices constitute the systems, procedures, language, and culturally appropriate practices adopted by RAP from time to time, which are designed to (i) facilitate public awareness of the Quality Youth Sports offered at Recreation Centers or other such facilities where Activities occur, (ii) facilitate or simplify in-person and online registration, and (iii) encourage feedback, provided that there is no additional resource impact or fee to RAP or the end-user.

RAP's Enrollment Practices include a citywide marketing outreach strategy to increase awareness of enrollment opportunities and enroll as many participants as possible. RAP also employs a variety of methods to ensure families are able to sign up for activities in advance. For example, to allow better planning and scheduling for patrons, RAP standardized start dates and end dates for all sports and fitness activities so they are uniform citywide.

RAP currently utilizes the tools below to increase awareness of programs.

#### **1. Online Outreach & Registration**

- LAPARKS.ORG, RAP's main website, displays RAP events and activities in rotation to promote whatever is currently front and center.
- All RAP activities are programmed into RecTrac, RAP's online activity registration system, for activity registration, online or offline.
- LAPARKS.ORG has a direct link for patrons to register online for RAP activities in RecTrac.
- RecTrac can send email campaigns, on demand, to encourage patrons to enroll in upcoming activities. RecTrac currently has over 100,000 patron emails.
- RecTrac email campaigns can be targeted to past participants of specific activities or a general email to all.
- RAP Public Relations uses social media to promote RAP events and activities.

#### **2. In-Person Registration**

- Recreation staff can register patrons in person at the recreation center.
- RAP strives to use multiple languages on class and league bulletins and paperwork.

#### **3. Community Engagement**

- Periodically, RAP will solicit feedback from patrons, using platforms such as SurveyMonkey or MailChimp.
- Recreation center staff members perform program outreach to their respective communities.

**Exhibit D**

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

YEAR: \_\_\_\_\_

**SELF-CERTIFICATION FORM**

**Participant Name**

**Age  
Gender**

**Nombre del Participante:** \_\_\_\_\_

**Edad:** \_\_\_\_\_ **Sexo:**

M \_\_\_\_\_ F \_\_\_\_\_

**Parent/Guardian Signature**

**Date**

**Firma del Padre/Tutor** \_\_\_\_\_

**Fecha:** \_\_\_\_\_

The participant listed above receives a free or reduced lunch through the National School Lunch Program at the public or private school attended by participant: \_\_\_\_\_

**APPLICANT STATEMENT:** I certify that the information provided on this form is accurate and complete. I acknowledge that providing false information shall be grounds for termination from the program. I therefore authorize such verification, and will provide supporting documents if requested.

**Parent Consent:** I give permission for my child, whose name is listed below, to participate in the City of Los Angeles Department of Recreation and Parks Program. I authorize the City to make, procure or use photographs, film, tapes or other likenesses or Minor's physical image and/or voice as may be needed for use with program's publicity material. I agree to hold harmless the City of Los Angeles, Department of Recreation and Parks. **I understand that the City of Los Angeles carries no insurance.** I also understand the City of Los Angeles Department of Recreation and Parks Program reserves the right to dismiss a child for any conduct detrimental to the program.

**FORMA DE AUTO-CERTIFICACION**

**ANO:** \_\_\_\_\_

El participante mencionado anteriormente recibir un almuerzo gratis o reducido a través del Programa Nacional de Almuerzos Escolares en la escuela pública o privado a la que asiste el participante: : \_\_\_\_\_

**Declaración del Participante:** Yo certifico que la información proveída en esta forma es precisa y complete. Yo reconozco que proveer información falsa podría ser causa de descalificación del programa. Yo, por lo tanto autorizo tal verificación y proveeré documentos adicionales si fuesen requeridos.

**Consentimiento de Padre:** Yo le doy permisión a mi hijo/a, cual está nombrado, ha participar en la programa de City of Los Angeles Department of Recreation and Parks. Autorizo la Ciudad hacer, procurar o utilizar fotografías, películas, grabaciones u otros imágenes físicos y/o de voz cuales sean necesarios para uso con la materia de publicidad del programa. Estoy de acuerdo considerar la Ciudad de Los Ángeles, Departamento de Recreación y Parques, oficiales, agentes, empleados y co-patrocinadores inofensivos por cualquier herida a mi hijo/a cual resulte de la participación en la Academia de Deportes. **Entiendo que la Ciudad de Los Ángeles no carga aseguranza.** También entiendo que la programa de City of Los Angeles Department of Recreation and Parks reserve el derecho despedir a un participante por cualquier conducto perjudicial al programa.

**Exhibit E**  
**Project Plan Funding**

**[See attached.]**

Exhibit E\_YSP Project Plan - Available Funding

YSP Project Plan - Available Funding												
YSP Year	Start	End	Available Funding	Net Available Funding	Funds Requested	Identified Unrequested Funds	Direct Costs	Other Costs	Actual Costs	Excess Funds	Cummulative PY Available Funding	
			\$160M / 100 months	Available Funding + Cummulative PY Available Funding	Direct input	Available Funds per FY - Funds Requested	Direct input	Total cost to be used	Direct Costs + Other Costs	Funds Requested - Actual Costs	Allocated Unrequested Funding + Excess Funds	
0*	SwimLA 2018	SwimLA 2019										
1**	03/01/20	06/30/20	\$6,400,000	\$3,900,000		\$3,900,000	\$2,500,000		\$2,500,000	-\$2,500,000	-\$2,500,000	
2	07/01/20	06/30/21	\$19,200,000	\$23,100,000		\$23,100,000			\$0	\$0	\$3,900,000	
3	07/01/21	06/30/22	\$19,200,000	\$42,300,000		\$42,300,000			\$0	\$0	\$23,100,000	
4	07/01/22	06/30/23	\$19,200,000	\$61,500,000		\$61,500,000			\$0	\$0	\$42,300,000	
5	07/01/23	06/30/24	\$19,200,000	\$80,700,000		\$80,700,000			\$0	\$0	\$61,500,000	
6	07/01/24	06/30/25	\$19,200,000	\$99,900,000		\$99,900,000			\$0	\$0	\$80,700,000	
7	07/01/25	06/30/26	\$19,200,000	\$119,100,000		\$119,100,000			\$0	\$0	\$99,900,000	
8	07/01/26	06/30/27	\$19,200,000	\$138,300,000		\$138,300,000			\$0	\$0	\$119,100,000	
9	07/01/27	06/30/28	\$19,200,000	\$157,500,000		\$157,500,000			\$0	\$0	\$138,300,000	
10	07/01/28	06/31/28	\$160,000,000	\$157,500,000		\$157,500,000			\$0	\$0	\$157,500,000	
							\$2,500,000		\$2,500,000		\$157,500,000	
							Remaining Amount		\$157,500,000			

\* This amount will be adjusted to reflect actual expenditures for SwimLA 2018 and 2019.

\*\* The Actual Costs for SwimLA 2018 and SwimLA 2019 will reduce the Net Available Funding in YSP Year 1.

Net Available Funding amount in YSP Year 10 is the sum of remaining Excess Funds and Identified Unrequested Funds pursuant to YSP Agreement Section 12(f).

**Exhibit F**  
**Tracking Participants**  
**[See attached.]**

**EXHIBIT F - Baseline FY 2018/2019**  
**YOUTH SPORT PARTNERSHIP**



Facility	Address	Region	CD	GPA	Summer 2018			Autumn 2018			Winter 2018			Spring 2018			FY 2018/2019		
					Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	Actual Enrollment (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	Actual Enrollment (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	Actual Enrollment (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	Actual Enrollment (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	Actual Enrollment (Baseline) Total Enrollment
1. Lohan Street R.C.	1484 E. 104th St., Los Angeles, CA 90059	Pacific	15	Y	36	41	77	34	56	90	74	48	133	82	114	146	178	269	352
2. HPO Sports R.C.	8800 S. Hoover St., Los Angeles, CA	Pacific	8	Y	4	172	176	18	16	190	6	110	131	9	148	154	31	451	482
3. Corona R.C.	17100 S. Van Nuys, Los Angeles, CA 90045	Metro	1	Y	178	184	362	167	184	351	131	187	298	186	276	462	478	642	1,120
4. Alvarez and Marks Calderon R.C.	17450 Bryn Mawr St., Phoenicia City, CA 91402	Valley	6	Y	47	0	0	47	42	89	58	88	18	180	150	235	0	0	235
5. Balboa Sports Complex	17043 Burbank Blvd., Fresno, CA 91316	Valley	6	Y	148	630	778	112	112	224	143	411	554	328	382	470	382	1,329	1,815
6. Baldwin Hills R.C.	3400 Highland Pl., Los Angeles, CA 90008	Pacific	10	Y	7	248	256	263	429	692	83	498	579	15	878	893	204	1,442	1,748
7. Banning R.C.	1875 Ebbett Ave., Wilmington, CA 90744	Pacific	15	Y	97	61	157	97	97	194	61	80	141	112	94	208	346	297	588
8. Berrington R.C.	331 S. Berrington Ave., Los Angeles, CA 90009	Valley	11	Y	76	248	327	42	9	357	42	357	398	25	248	373	134	454	1,058
9. Bellevue R.C.	288 Lucile Ave., Los Angeles, CA 90028	Metro	13	Y	51	148	200	65	66	131	43	204	245	65	223	288	322	577	799
10. Magnavolich R.C.	1920 Curren Drive, San Marino, CA 90772	Pacific	15	Y	0	0	0	229	229	458	442	442	442	225	225	225	0	886	886
11. Boyle Heights Sports Center	931 South Main St., Los Angeles, CA 90002	Metro	14	Y	88	88	88	0	0	88	18	43	61	175	175	175	18	308	318
12. Brentford R.C.	13108 Brentford St., Los Angeles, CA 91331	Valley	5	Y	491	491	491	69	69	354	354	354	202	202	202	304	79	877	1,058
13. Carlin G. Smith R.C.	911 West Ave 46, Los Angeles, CA 90005	Metro	0	Y	19	19	19	35	35	54	42	42	42	34	34	34	130	0	130
14. Central R.C.	1377 East 27th St., Los Angeles, CA 90001	Pacific	0	Y	10	177	187	187	65	142	18	34	74	115	130	162	115	875	889
15. Chascomor Park South	22860 Sepulveda St., Chatsworth, CA 91311	Valley	12	Y	9	9	9	24	24	33	24	24	24	32	6	38	86	11	87
16. Chenoit Hill R.C.	2551 Moor Ave., Los Angeles, CA 90064	Valley	5	Y	1275	1275	1275	150	150	804	104	1712	1812	219	219	219	467	2667	3,034
17. Cherry Chase R.C.	4185 Cherry Chase Dr., Los Angeles, CA 90008	Metro	13	Y	10	82	62	11	11	126	21	126	140	21	29	60	73	207	305
18. Canabio R.C.	1141 E. Dymke B., Los Angeles, CA 90029	Metro	14	Y	80	72	152	71	71	149	75	72	149	97	176	278	328	530	618
19. Crowned Hill R.C.	1000 Havelly Ave., Los Angeles, CA 90008	Valley	11	Y	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20. Cuyler Station R.C.	5072 S. Season Ave., Cuyler City, CA 90004	Pacific	11	Y	39	39	39	7	7	46	119	170	289	77	136	235	238	401	618
21. Cypress Park R.C.	2810 Poplar Ave., Los Angeles, CA 90065	Metro	1	Y	3	74	71	38	38	108	38	108	108	108	108	108	238	401	618
22. David M. Gonzalez/Phoenix R.C.	10943 Hermite Ave., Inglewood, CA 91331	Valley	7	Y	165	37	202	178	178	338	167	181	268	183	307	470	673	833	1,209
23. Delano R.C.	13100 Emerald St., Van Nuys, CA 91411	Valley	6	Y	151	151	151	148	148	278	141	245	346	179	106	285	620	575	1,185
24. Denver R.C.	1350 West 35th St., Los Angeles, CA 90018	Pacific	6	Y	46	87	135	0	0	135	43	140	188	43	132	175	132	159	481
25. Downey R.C.	1722 North Spring St., Los Angeles, CA 90021	Metro	1	Y	18	68	86	12	12	108	11	81	77	8	29	270	102	345	447
26. E. Wilmington Greenbelt Community Center	1100 Eagle View Dr., Los Angeles, CA 90001	Pacific	15	Y	49	341	390	5	5	436	30	359	395	98	343	395	181	788	855
27. Eagle Rock R.C.	1812 Bebe Ave., Los Angeles, CA 90028	Metro	13	Y	309	304	717	139	139	339	329	294	429	414	287	701	1,485	915	2,400
28. Echo Park R.C.	6721 Gramercy St., Los Angeles, CA 90028	Metro	14	Y	14	151	169	1	234	394	13	346	381	9	478	487	43	1,308	1,311
29. El Sereno R.C.	3411 Pacific St., Los Angeles, CA 90028	Metro	13	Y	29	7	36	75	75	108	36	56	91	39	147	205	86	285	373
30. Elvert R.C.	1000 S. Elvert Ave., Los Angeles, CA 90001	Metro	14	Y	50	437	486	11	11	331	61	302	363	132	297	331	238	596	1,078
31. Elvert Community Center	1000 S. Elvert Ave., Los Angeles, CA 90001	Metro	14	Y	117	800	917	60	67	87	51	920	971	189	702	891	427	2,479	2,665
32. Elvert Community Center	1000 S. Elvert Ave., Los Angeles, CA 90001	Metro	14	Y	309	304	630	283	486	866	294	397	681	465	289	778	1,343	1,374	2,511
33. Elvert Community Center	1000 S. Elvert Ave., Los Angeles, CA 90001	Metro	14	Y	45	37	82	40	40	118	87	27	114	110	9	119	282	79	395
34. Fremont R.C.	4700 S. Normandie St., Los Angeles, CA 90011	Pacific	9	Y	0	0	0	0	0	0	0	0	0	1	1	1	1	0	1
35. Stuart Lindsay R.C.	109 E. 47th St., Los Angeles, CA 90011	Pacific	9	Y	18	118	136	50	58	108	11	128	134	18	123	140	97	974	871

**EXHIBIT F - Baseline FY 2018/2019**  
**YOUTH SPORT PARTNERSHIP**



Facility	Address	Region	CD	Summer 2018		Fall 2018		Winter 2018		Spring 2018		FY 2018/2019		
				Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	
38	Granada Hills R.C.	Valley	12	291	604	855	47	505	121	283	170	548	718	2146
39	Green Meadows R.C.	Pacific	9	18	8	8	21	21	44	44	0	46	46	119
40	Harbor City R.C.	Pacific	15	18	28	86	0	0	72	182	0	182	182	266
41	Hezard Park R.C.	Metro	14	4	0	0	4	105	125	125	0	148	148	425
42	Higland Park R.C.	Metro	1	21	148	179	31	31	145	182	39	290	829	725
43	Hollywood Park R.C.	Metro	14	17	57	76	78	78	138	138	185	185	185	466
44	Hollywood R.C.	Metro	13	15	56	73	11	11	31	31	40	40	40	107
45	Hoover R.C.	Metro	1	51	85	136	92	92	75	164	130	40	65	197
46	Hubert Humphrey R.C.	Valley	7	56	448	551	170	3	149	200	148	608	748	222
47	Hubert Turner Hayward R.C.	Pacific	8	18	248	281	88	1	149	200	104	372	271	854
48	Jim Gilliam R.C.	Pacific	10	78	11	11	15	15	61	61	13	34	45	189
49	Los Angeles Multi-Purpose Community Center	Metro	10	78	28	108	58	23	22	81	58	22	24	348
50	Julia Street Park	Metro	13	76	208	285	108	24	143	228	107	68	175	616
51	Shawnee Terrace R.C.	Valley	7	10	117	250	111	15	107	211	185	84	248	796
52	Lincoln R.C.	Valley	3	205	841	868	8	170	360	480	181	604	565	1,029
53	Lincoln R.C.	Pacific	15	153	47	180	68	138	34	131	113	84	106	619
54	Lynn Brown R.C.	Metro	13	118	118	118	72	6	72	72	2	121	123	317
55	Lincoln Heights R.C.	Metro	1	266	266	266	266	13	72	266	2	121	123	317
56	Lincoln Heights Youth Center	Metro	1	48	75	75	92	28	61	132	73	180	256	584
57	Lincoln Park R.C.	Metro	1	88	74	103	0	0	108	108	23	87	130	377
58	Loren Miller R.C.	Pacific	8	0	0	0	0	0	0	0	18	7	25	135
59	MacArthur Park R.C.	Metro	1	36	309	367	0	0	399	506	35	645	715	1795
60	Mar Vista R.C.	Valley	11	33	33	33	31	93	46	139	93	75	136	437
61	Martin Luther King Jr. R.C.	Pacific	8	125	183	285	25	25	137	185	228	8	256	884
62	Mason Park R.C.	Valley	12	71	110	181	48	100	115	208	124	208	413	808
63	Montecito Heights R.C.	Metro	1	71	24	141	0	3	58	146	107	19	128	458
64	Mount Carmel R.C.	Pacific	8	106	57	57	0	30	90	90	0	64	66	243
65	Normandie R.C.	Pacific	15	110	110	110	0	0	73	73	0	274	274	487
66	Normandie R.C.	Metro	1	0	0	0	0	0	0	0	0	0	0	0
67	North Hills Community Park	Valley	6	109	109	109	0	0	162	245	82	120	235	611
68	North Hollywood R.C.	Valley	2	82	180	242	0	0	162	245	82	120	235	611
69	North Washington R.C.	Valley	2	16	16	16	3	322	301	301	6	363	363	811
70	Northridge R.C.	Valley	12	154	383	489	47	47	490	487	74	607	607	1,816
71	Northridge R.C.	Metro	11	17	70	87	28	38	76	81	93	93	93	284
72	Palmdale R.C.	Valley	13	37	480	510	18	18	188	1234	118	181	200	3071
73	Palmdale R.C.	Valley	3	14	64	78	5	5	104	238	8	8	8	287

**EXHIBIT F - Baseline FY 2018/2019**  
**YOUTH SPORT PARTNERSHIP**



Facility	Address	Region	CD	Summer 2018			Aut 2018			Winter 2018			Spring 2018		
				Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	Actual Enrollment (Baseline) Totals	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	Actual Enrollment (Baseline) Totals	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	Actual Enrollment (Baseline) Totals	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	Actual Enrollment (Baseline) Totals
74	San Pacific Park R.C.	Metrolink	4	46	37	149	108	389	122	409	1083	1475			
75	Pico Park R.C.	Valley	6	101	45	118	83	36	96	195	349	612			
76	Pico Park R.C.	Metrolink	14	217	80	317	149	180	2	2	826	826			
77	Pico Park Community Center	Pacific	13	4	22	157	14	150	15	154	489	544			
78	Pico Park R.C.	Metrolink	11	30	48	373	48	209	34	243	625	781			
79	Pico Park R.C.	Metrolink	5	79	18	107	84	56	69	150	168	469			
80	Quinn Aiken R.C.	Metrolink	10	55	4	495	76	240	123	339	896	1,155			
81	Ramon Berda R.C.	Metrolink	14	144	176	280	24	280	13	284	361	638			
82	Rancho Conejo Sports Complex	Pacific	10	84	64	84	64	64	92	60	191	197			
83	Reade R.C.	Valley	3	184	27	328	137	307	92	309	419	837			
84	Rojo Los Angeles State Park	Metrolink	1	131	136	322	137	2	162	246	238	775			
85	Rodriguez Wilson R.C.	Valley	7	108	71	144	139	857	190	344	1,708	2,138			
86	Robertson R.C.	Pacific	3	0	0	0	0	0	0	0	0	0			
87	Rojo Hill R.C.	Metrolink	14	94	8	141	21	92	68	113	322	442			
88	Robertson R.C.	Pacific	15	76	108	117	102	100	13	216	246	737			
89	Rojo Snyder R.C.	Pacific	3	61	120	130	0	120	342	161	0	543			
90	Ruiz Canyon R.C.	Pacific	11	5	9	9	8	9	16	16	30	36			
91	Sacramento Park	Pacific	10	13	510	352	61	173	59	289	180	3,017			
92	Sepulveda R.C.	Valley	8	46	11	40	81	139	40	116	195	477			
93	Shedden Ranch R.C.	Valley	13	237	50	317	114	114	307	403	0	408			
94	Shelby R.C.	Metrolink	13	560	179	694	136	161	175	340	1,136	1,701			
95	Shelby Lake R.C.	Metrolink	13	103	49	201	49	647	77	179	253	1,397			
96	Shelby R.C.	Pacific	3	218	23	33	33	33	32	83	224	296			
97	South Park R.C.	Pacific	3	85	1	1	208	208	253	346	16	364			
98	South Seas Soccer	Metrolink	10	17	6	17	21	21	20	20	0	41			
99	St. Andrews R.C.	Pacific	8	46	208	254	146	211	175	389	402	1,055			
100	Staples Sports R.C.	Metrolink	14	171	113	274	85	266	114	329	503	1,103			
101	Staten Island R.C.	Valley	7	83	1	97	158	3	84	6	305	44			
102	Staten R.C.	Valley	7	96	87	78	88	38	25	84	285	354			
103	Staten R.C.	Valley	2	500	136	631	138	461	44	337	1,151	1,484			
104	Staten Valley R.C.	Valley	8	331	277	408	348	382	402	495	1,448	2,470			
105	Staten R.C.	Valley	7	211	46	244	175	35	266	116	381	594			
106	Staten Park R.C.	Valley	7	58	6	68	6	330	36	1,037	108	1,135			
107	Staten R.C.	Valley	3	24	13	37	11	173	27	296	103	384			
108	Staten R.C.	Metrolink	1	20	30	28	23	48	73	113	146	318			
109	Staten R.C.	Pacific	3	43	10	108	14	32	16	48	108	213			

**EXHIBIT F - Baseline FY 2018/2019**  
**YOUTH SPORT PARTNERSHIP**



Facility	Address	Region	CD	Summer 2018			Aut 2018			Winter 2018			Spring 2018			FY 2018/2019		
				Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	Actual Enrollment (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	Actual Enrollment (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	Actual Enrollment (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	Actual Enrollment (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports	Actual Enrollment (Baseline) Total Enrollment
110 Valley Plaza	11284 Arctwood St., North Hollywood, CA 91605	Valley	2	22	26	48	77	156	259	28	123	151	55	205	260	162	510	672
111 Van Ness R.C.	5720 2nd Avenue, Los Angeles, CA 90048	Pacific	8	111	77	188	2	75	77	149	158	308	53	148	261	315	402	717
112 Van Nuys R.C.	14301 Vanowen St., Van Nuys, CA 91405	Valley	6	183	287	470	40	15	55	539	750	1289	658	145	808	1,240	697	3,877
113 Van Nuys Sherman Oaks R.C.	81429 Vanowen St., Sherman Oaks, CA 91423	Valley	2	100	331	431	119	372	491	187	360	547	30	420	460	406	1,483	1,889
114 Victory-Pasadena R.C.	2942 Vineyard Ave., Los Angeles, CA 90028	Valley	2	74	211	285	10	290	370	34	275	309	31	318	349	219	1,044	1,393
115 Whittier R.C.	2785 Whittier Ave., Los Angeles, CA 90028	Pacific	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
116 Whittier R.C.	7000 W. Manchester Ave., Los Angeles, CA 90045	Pacific	16	178	178	356	9	354	363	240	254	504	131	131	262	9	543	553
117 Whittier R.C.	13025 S. Sepulveda Blvd., Los Angeles, CA 90045	Pacific	15	278	278	556	220	220	440	257	257	514	86	86	172	0	862	862
118 Whittier R.C.	533 N. Magnolia Ave., Whittier, CA 90604	Valley	5	289	189	478	15	294	309	154	240	394	347	714	821	848	872	1,823
119 Whittier R.C.	8601 Whittier Ave., Whittier, CA 90604	Pacific	15	217	217	434	18	21	39	115	115	230	5	167	172	39	335	374
120 Whittier R.C.	3408 Whittier Ave., Whittier, CA 90604	Valley	3	374	463	837	16	85	101	375	270	645	64	241	327	444	497	1,341
121 Woodland Hills R.C.	1640 Yosemite Dr., Los Angeles, CA 90041	Valley	8	37	348	385	64	292	356	85	380	465	39	374	413	277	1,258	1,676
122 Woodland Hills R.C.	1640 Yosemite Dr., Los Angeles, CA 90041	Valley	8	37	348	385	64	292	356	85	380	465	39	374	413	277	1,258	1,676
123 Yucca Park Community Center	4871 Yucca St., Los Angeles, CA 90028	Metro	13	155	27	182	135	27	162	147	147	147	135	24	179	602	62	664
<b>Total Recreation Centers</b>				<b>6,828</b>	<b>28,599</b>	<b>35,427</b>	<b>6,888</b>	<b>4,668</b>	<b>11,556</b>	<b>18,444</b>	<b>24,092</b>	<b>18,491</b>	<b>23,478</b>	<b>24,969</b>	<b>34,452</b>	<b>69,465</b>	<b>105,088</b>	<b>164,553</b>

**EXHIBIT F - Baseline FY 2018/2019**  
**YOUTH SPORT PARTNERSHIP**



Facility	Address	Program	CD	Summer 2018 (7/18 - 9/18)		Fall 2018 (10/18 - 12/18)		Winter 2018 (1/18 - 3/18)		Spring 2019 (4/19 - 6/19)		FY 2018/2019 (7/18 - 6/19)	
				Actual Enrollment (Enrollment) - Clients	Actual Enrollment (Enrollment) - Total Enrollment	Actual Enrollment (Enrollment) - Clients	Actual Enrollment (Enrollment) - Total Enrollment	Actual Enrollment (Enrollment) - Clients	Actual Enrollment (Enrollment) - Total Enrollment	Actual Enrollment (Enrollment) - Clients	Actual Enrollment (Enrollment) - Total Enrollment	Actual Enrollment (Enrollment) - Clients	Actual Enrollment (Enrollment) - Total Enrollment
1 Oth Pool	1505 E. 20th St., Los Angeles, CA 90008	People	15	377	3	280	0	0	0	0	0	0	0
2 Alton Scribner Pool	4815 S. Hoover St., Los Angeles, CA 90044	People	6	0	0	0	0	0	0	0	0	0	0
3 Banning Pool	1450 N. Banning Blvd., Wilmington, CA 90744	People	15	605	102	702	75	55	22	37	59	17	219
4 Crenshaw Pool	3021 Bessie Coleman Blvd., Los Angeles, CA 90008	People	10	707	307	307	20	45	97	45	129	74	908
5 Grand Pool	1317 East 21st St., Los Angeles, CA 90011	People	9	714	10	714	0	0	0	0	0	0	714
6 Grand Hills Pool	2863 Manor Ave., Los Angeles, CA 90064	People	5	357	2	359	0	0	0	0	0	0	357
7 Grandview Pool	1522 Westfield Ave., Northridge, CA 91323	Volunteers	3	861	126	1221	142	142	171	171	200	200	200
8 Grandview Pool	3311 E. Olympic Blvd., Los Angeles, CA 90023	Volunteers	14	897	897	897	0	0	0	0	0	0	897
9 Grandview Pool	1772 N. Spring St., Los Angeles, CA 90031	Volunteers	1	713	713	713	0	0	0	0	0	0	713
10 Grandview Pool	1419 Grand St., Los Angeles, CA 90015	Volunteers	1	1079	21	1079	46	46	111	111	111	111	1079
11 Grandview Pool	4236 W. 1st St., Los Angeles, CA 90008	People	10	1263	376	1810	140	140	206	206	246	246	1790
12 Grandview Pool	4811 Laurel Canyon Blvd., San Marino, CA 91108	Volunteers	6	813	813	813	0	0	0	0	0	0	813
13 Grandview Pool	7850 Towne Ave., Los Angeles, CA 90003	People	9	640	83	703	3	208	61	61	73	82	995
14 Grandview Pool	3704 Westfield Rd., Los Angeles, CA 90055	Volunteers	3	863	93	819	82	171	117	117	21	31	819
15 Grandview Pool	14720 Chatsworth St., Glendale, CA 91208	Volunteers	12	714	773	773	0	0	0	0	0	0	714
16 Grandview Pool	431 E. 18th St., Los Angeles, CA 90002	People	9	410	410	410	0	0	0	0	0	0	410
17 Grandview Pool	3401 Riverside Dr., Los Angeles, CA 90017	Volunteers	4	894	894	894	0	0	0	0	0	0	894
18 Grandview Pool	11796 Vermont Blvd., Van Nuys, CA 91411	Volunteers	7	821	821	821	0	0	0	0	0	0	821
19 Grandview Pool	3221 N. Riverside St., Wilmington, CA 90744	People	15	821	821	821	0	0	0	0	0	0	821
20 Grandview Pool	1601 S. G. Street, San Pedro, CA 90731	People	15	658	51	709	21	21	21	21	40	40	709
21 Grandview Pool	4128 N. Normandie Ave., Los Angeles, CA 90004	Volunteers	1	687	687	687	0	0	0	0	0	0	687
22 Grandview Pool	1122 Cole Ave., Los Angeles, CA 90018	People	13	812	812	812	0	0	0	0	0	0	812
23 Grandview Pool	12360 Hollywood St., Pacoima, CA 91331	Volunteers	7	767	118	885	100	56	6	20	28	71	964
24 Grandview Pool	8120 San Marino St., Los Angeles, CA 90047	People	8	731	731	731	0	0	0	0	0	0	731
25 Grandview Pool	4840 1st International Ave., Los Angeles, CA 90017	People	9	2121	146	2267	101	423	147	78	249	144	2744
26 Grandview Pool	1015 W. 18th St., Los Angeles, CA 90015	People	10	840	314	1154	131	141	63	54	127	138	1299
27 Grandview Pool	21817 Sherman St., Chagrin Falls, OH 44024	Volunteers	3	651	651	651	0	0	0	0	0	0	651
28 Grandview Pool	1501 Valley Blvd., Los Angeles, CA 90051	Volunteers	3	813	813	813	0	0	0	0	0	0	813
29 Grandview Pool	1801 Vermont Ave., North Hollywood, CA 91601	Volunteers	2	900	900	900	0	0	0	0	0	0	900
30 Grandview Pool	10058 Harvard St., Northridge, CA 91324	Volunteers	12	843	843	843	0	0	0	0	0	0	843

EXHIBIT F - Baseline FY 2018/2019  
YOUTH SPORT PARTNERSHIP



Facility	Address	Program	Summer 2018 (6/1/18 - 8/31/18)			Fall 2018 (9/1/18 - 12/31/18)			Winter 2018 (1/1/18 - 3/31/18)			Spring 2019 (4/1/19 - 6/30/19)			FY 2018/2019 (6/1/18 - 5/31/19)		
			Actual Enrollment (Boarding) - Classes	Actual Enrollment (Boarding) - Sports Teams	Actual Enrollment (Boarding) - Total Enrollment	Actual Enrollment (Boarding) - Classes	Actual Enrollment (Boarding) - Sports Teams	Actual Enrollment (Boarding) - Total Enrollment	Actual Enrollment (Boarding) - Classes	Actual Enrollment (Boarding) - Sports Teams	Actual Enrollment (Boarding) - Total Enrollment	Actual Enrollment (Boarding) - Classes	Actual Enrollment (Boarding) - Sports Teams	Actual Enrollment (Boarding) - Total Enrollment	Actual Enrollment (Boarding) - Classes	Actual Enrollment (Boarding) - Sports Teams	Actual Enrollment (Boarding) - Total Enrollment
32	Marine Park Pool	141 S. Granger St., Los Angeles, CA 90004	Pacific	4	418	422	0	0	0	0	0	0	0	0	0	422	
33	Marine Pool	120 S. Granger St., Los Angeles, CA 90003	Macro	14	351	365	0	0	0	0	0	0	0	0	0	365	
34	Park Park Pool	360 N. Western Ave., San Pedro, CA 90721	Pacific	15	0	15	0	0	0	0	0	0	0	0	0	15	
35	Reserve Pool	18411 Victory Blvd., Hawthorne, CA 91345	Valley	3	891	894	0	0	0	0	0	0	0	0	0	894	
36	Woodward Alta Pool	4721 Emerald St., Los Angeles, CA 90032	Macro	14	133	147	82	51	133	91	210	301	102	137	238	339	
37	Patricia Valencia Pool	10731 Central Expressway, Anaheim, CA 92701	Valley	7	1075	1082	0	0	0	0	0	0	0	0	0	1082	
38	Remond Pool	180 S. Normandie St., Los Angeles, CA 90012	Macro	14	101	115	11	11	22	7	6	13	0	0	13	200	
39	Marine Park Pool	1801 East 41st St., Los Angeles, CA 90011	Pacific	9	827	836	0	0	0	0	0	0	0	0	0	836	
40	North Canyon Pool	801 Leimert Park, Pacific Palisades, CA 90272	Pacific	15	48	63	0	0	0	0	0	0	0	0	0	63	
41	Springdale Pool	8777 Foster Ave., Paramount, CA 90661	Valley	6	1024	1030	0	0	0	0	0	0	0	0	0	1030	
42	North Park Pool	345 East 114th St., Los Angeles, CA 90011	Pacific	9	414	423	0	0	0	0	0	0	0	0	0	423	
43	Summer Park Pool	18718 Snow Ave., Los Angeles, CA 90023	Pacific	11	265	276	0	0	0	0	0	0	0	0	0	276	
44	Van Valley Pool	8123 Van Valley Ave., Van Valley, CA 91342	Valley	6	811	817	0	0	0	0	0	0	0	0	0	817	
45	Valley Pool	13120 Barton Ave., Los Angeles, CA 91342	Valley	7	825	832	0	0	0	0	0	0	0	0	0	832	
46	Valley Plaza Pool	1711 Laurel Avenue, North Hollywood, CA 91606	Valley	2	823	825	0	0	0	0	0	0	0	0	0	825	
47	Van Ness Pool	5762 Van Ness Ave., Los Angeles, CA 90028	Pacific	2	0	2	0	0	0	0	0	0	0	0	0	2	
48	Van Ness Sherman Oaks Pool	14021 Van Ness St., Van Nuys, CA 91411	Valley	4	1136	1140	208	147	355	58	91	149	147	1650	1698	1843	
49	Van Ness High School (Insect) Pool	1488 Wilshire Ave., Los Angeles, CA 90018	Pacific	31	921	952	81	80	161	36	59	95	85	1095	1190	1285	
50	Van Ness High School (Insect) Pool	10654 Van Ness Ave., Van Nuys, CA 91411	Valley	7	381	388	0	0	0	0	0	0	0	0	0	388	
51	Wentworth Pool	11020 Wilshire Blvd., Los Angeles, CA 90024	Pacific	31	773	804	0	0	0	0	0	0	0	0	0	804	
52	Wentworth Pool	1390 Wilshire Blvd., Los Angeles, CA 90017	Pacific	3	391	394	61	54	115	66	21	3	3	444	478	522	
53	Woodward Hill Pool	24000 Van Ness Ave., Woodland Hills, CA 91367	Valley	3	893	896	0	0	0	0	0	0	0	0	0	896	
54	Woodward Hill Pool	1460 Van Ness Dr., Los Angeles, CA 90011	Macro	14	398	412	0	0	0	0	0	0	0	0	0	412	
Total Aquatics (Includes Insect Pools)				38,873	3,873	42,746	3,118	888	4,006	1,877	681	1,952	1,388	3,340	4,689	48,535	

**Exhibit G**  
**Seasonal Sports Schedule**

**[See attached.]**

## RECREATION AND PARKS

Season	Sports Leagues	Registration Start Date	League Start Date	League End Date	Classes	Registration Start Date	Class Start Date	Class End Date	Citywide Championships
FALL 2019	Leagues/Classes TBD (Signature Sports Programs, Aquatics, etc.)								
WINTER 2020	Leagues/Classes								
SPRING 2020	Leagues/Classes TBD (Signature Sports Programs, Aquatics, etc.)								
SUMMER 2020	Leagues/Classes TBD (Signature Sports Programs, Aquatics, etc.)								

## **Exhibit H**

### **Key Performance Indicators (KPIs) Template**

#### 1. Organizations

- a. Number of enrolled organizations
- b. Geographical breakdown (participating regions/municipalities)
- c. New programs breakdown (include those that were already supported)
- d. Cancelled programs: reasons and impact (e.g. financial, legal, reputation)

#### 2. Sports promoted

#### 3. Participants (children and youngsters directly benefiting from the YSP)

- a. Number of participants
- b. Number of participants with a disability as determined by Adaptive Sport participation
- c. Gender breakdown
- d. Age groups breakdown
- e. Sport breakdown

#### 4. Coaches/staff

- a. Number of trained coaches/staff
- b. Gender breakdown

#### 5. Funding

- a. Total value
- b. Total monetary

#### 6. Outcomes:

- Overall participation increase over the 2018-2019 baseline
- Percentage of parents that consider their children have a better lifestyle (physical and mental) because of the YSP
- Percentage of children reporting increased interest in new sports

## **Exhibit I**

### **YSP Quality Assurance**

RAP will assign lead points of contacts from its Executive Office, Human Resources Division, and Financial Administrative Services Branch to monitor and ensure all material provisions and responsibilities of the YSP are adhered to and meet compliance with the contract; to track data metrics and to log outcome progress. RAP will propose annual or as needed meetings with LA 2028 to go over any status updates or concerns; will provide an annual reporting or as needed progress updates to the CAO, City Council, and/or RAP Commission.

## Exhibit J

### Dispute Resolution

The Parties shall seek amicably to resolve by negotiation all disputes arising out of or in connection with this YSP Agreement, any YSP Project Plan entered into pursuant to the terms of this YSP Agreement, or any agreements, schedules or exhibits ancillary hereto or thereto. If, in spite of such negotiations, no mutually agreeable resolution between the Parties is reached, then either Party may provide written notice to the other Party, pursuant to Section 16 of the existence of such dispute ("Dispute Notice"). Any Dispute Notice shall include a detailed description of the disputed matter, any relevant documentation and other materials, and a detailed explanation of the position taken by the Party providing such Dispute Notice.

Within thirty (30) days following the delivery of any Dispute Notice the chairperson or the president or the chief executive officer of LA 2028 ("LA 2028 Executive") (or the LA 2028 Executive's designee) on the one hand and the Mayor of the City (or the Mayor's designee), and the City Council President (or the City Council President's designee) (collectively, the "City Representatives") on the other shall meet in person, without others present, to resolve the subject of such Dispute Notice; provided, however, that if the LA 2028 Executive or the City Representatives notifies the other, pursuant to Section 17(a), that satisfactory resolution of the subject matter of the Dispute Notice is not practicable unless the LA 2028 Executive and City Representatives meet sooner than within a thirty (30) day period, then the LA 2028 Executive and City Representatives shall each use reasonable efforts to meet within a shorter period of time.

To the extent that any disputes that are the subject of a Dispute Notice delivered pursuant to Section 5 remain unresolved after a period of ninety (90) days following the meeting of the Executive and City Representatives as prescribed above, then unless the Executive and City Representatives mutually agree to an extension of the period in which to meet to resolve any dispute that is the subject of such Dispute Notice, either Party may make a request for arbitration and, in such event, such disputed matters shall be determined by final binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The place of arbitration shall be in Los Angeles, California. There shall be one (1) arbitrator.

If a request for arbitration is not made prior to the tenth (10th) day following the conclusion of the ninety (90) day period described above or within ten (10) days following such longer period as may be mutually agreed upon, all claims of the Party who initiated the dispute resolution procedure shall be deemed waived, notwithstanding any state or federal statute of limitations.

Each Party shall bear its own costs of arbitration, including legal fees, except that the fees for the arbitrator and costs associated with the arbitrator shall be shared equally by the Parties; provided, however, that any costs forming the substance of the dispute shall be borne as determined by the arbitral award.

**Exhibit K**

**Addresses for Notices**

**THE CITY OF LOS ANGELES**

Eric Garcetti  
Los Angeles Mayor  
200 N. Spring St.  
Los Angeles, CA 90012

Michael N. Feuer  
Los Angeles City Attorney  
200 N. Main St., Suite 800  
Los Angeles, CA 90012-4137

Richard H. Llewellyn, Jr.  
City Administrative Officer  
200 N. Main St., Suite 1500  
Los Angeles, CA 90012-4137

Michael A. Shull  
Department of Recreation and Parks  
221 North Figueroa Street, Suite 350  
Los Angeles, CA 90012

Sharon M. Tso  
Chief Legislative Analyst  
200 N. Spring Street, Room 255  
Los Angeles, CA 90012-4137

Holly L. Wolcott  
City Clerk  
200 N. Spring Street, Room 360  
Los Angeles, CA 90012

**LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028**

Brian E. Nelson  
Chief Legal Officer  
10900 Wilshire Blvd.  
Suite 700  
Los Angeles, CA 90024

**Games Agreement Exhibit B**  
**Addresses for Notices**

**THE CITY OF LOS ANGELES**

Eric Garcetti  
Los Angeles Mayor  
200 N. Spring St.  
Los Angeles, CA 90012

Michael N. Feuer  
Los Angeles City Attorney  
200 N. Main St., Suite 800  
Los Angeles, CA 90012-4137

Matthew W. Szabo  
City Administrative Officer  
200 N. Main St., Suite 1500  
Los Angeles, CA 90012-4137

Sharon M. Tso  
Chief Legislative Analyst  
200 N. Spring Street, Room 255  
Los Angeles, CA 90012-4137

Holly L. Wolcott  
City Clerk  
200 N. Spring Street, Room 360  
Los Angeles, CA 90012

**LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC  
GAMES 2028**

Kathy Carter  
Chief Executive Officer  
10900 Wilshire Blvd.  
Suite 700  
Los Angeles, CA 90024

John Harper  
Chief Operating Officer  
10900 Wilshire Blvd.  
Suite 700  
Los Angeles, CA 90024

Tanja Olano  
Chief Legal Officer  
10900 Wilshire Blvd.  
Suite 700  
Los Angeles, CA 90024