

**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL CORRESPONDENCE

C.F. No. 15-0989  
0220-05392-0013

Date: November 17, 2021

To: Honorable Members of the Ad Hoc Committee on the 2028 Olympics and Paralympic Games

From: Matthew W. Szabo, City Administrative Officer  
Sharon M. Tso, Chief Legislative Analyst



Subject: **GAMES AGREEMENT OF THE 2028 OLYMPIC AND PARALYMPIC GAMES**

**RECOMMENDATIONS**

That the City Council:

1. AUTHORIZE the Mayor and Council President to execute the Games Agreement of the 2028 Olympic and Paralympic Games (2028 Games) between the City of Los Angeles and the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028;
2. INSTRUCT City departments to identify a department liaison to serve as a point of contact to the City Administrative Officer and Chief Legislative Analyst for activities relating to the 2028 Games; and
3. AUTHORIZE the Mayor and Council President to execute the Fifth Amendment to the Memorandum of Understanding C-129859 between the parties including the City of Los Angeles, the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028, formerly referred to as the Los Angeles 2024 Exploratory Committee, and the United States Olympic and Paralympic Committee in order to extend the date for executing the Games Agreement from November 1, 2021 to December 8, 2021.

## SUMMARY

On August 11, 2017, the City Council approved actions to support efforts by the Los Angeles 2024 Exploratory Committee, subsequently reorganized as the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (LA28; OCOG), in order to bring the 2028 Olympic and Paralympic Games (2028 Games) to Los Angeles (C.F. 15-0989). This Council action included approval of the Memorandum of Understanding (MOU, C-129859) between the City of Los Angeles, United States Olympic Committee, subsequently reorganized as the United States Olympic and Paralympic Committee (USOPC), and LA28 (collectively, the Parties), as well as the Host City Contract (HCC) between the City, the USOPC, and the IOC. LA28 later became a party to the HCC through a Joinder Agreement executed in November 2018 (C-130124).

The MOU serves as the framework for the initial roles, responsibilities, commitments, and obligations between the Parties. In addition, the MOU currently requires the Parties to cooperate in good faith to negotiate and execute a Games Agreement by November 1, 2021 to incorporate the provisions of the MOU and to further identify the obligations and actions between the City and LA28 regarding the hosting of the 2028 Games.

The City and LA28 held numerous meetings and recently completed negotiations resulting in the attached proposed Games Agreement, presented for Council and Mayoral consideration. The proposed Games Agreement continues each existing MOU commitment and obligation with several minor revisions to reflect technical or administrative updates. The City Attorney advises that any changes in the Games Agreement compared to the MOU are not material in nature and continue the intent of the MOU. In addition, the Games Agreement expands upon the MOU to provide greater clarity regarding the responsibilities of the City and LA28 regarding the hosting of the 2028 Games. Specifically, the Games Agreement includes sections relating to:

- Delivery of City resources and reimbursement of City costs;
- Commitments by LA28 to advance City priorities through the 2028 Games including:
  - A Legacy Plan, including surplus funds, accessibility, human rights, and community access;
  - Community business and workforce development;
  - Sustainability;
  - Arts and culture;
  - Mobility and transportation;
  - Public safety; and
- Administrative and legal obligations such as risk management, transparency, and dispute resolution.

Highlights of the Games Agreement are provided in Exhibit A. The full Games Agreement is provided in Exhibit B.

A process for determining necessary City resources to support the 2028 Games and the reimbursement of costs is identified in the Games Agreement. The process involves the CAO and CLA leading coordination activities with City departments to identify and determine various service levels and costs for identified event locations in order to plan for enhanced City resource levels for the 2028 Games. To ensure each department is prepared for the process, a

recommendation is included in this report instructing City departments to identify a department liaison to serve as a point of contact to the CAO and CLA for activities relating to the 2028 Games. In collaboration with City departments, the CAO and CLA will then coordinate activities as part of a multi-year process to determine normal City resource levels and enhanced City resources necessary to support the 2028 Games.

As noted earlier in this report, the MOU currently requires the Parties to cooperate in good faith to execute a Games Agreement by November 1, 2021. To ensure adherence to the provisions in the MOU and to ensure time for the City's consideration of the attached Games Agreement, and consistent with advice from the Office of the City Attorney, a proposed Fifth Amendment to the MOU is necessary to extend the date for executing the Games Agreement from November 1, 2021 to December 8, 2021. A recommendation is included in this report authorizing the Mayor and Council President to execute the Fifth Amendment to the MOU (attached as Exhibit C).

### **FISCAL IMPACT STATEMENT**

There is no fiscal impact to the 2021-22 Budget resulting from the recommendations in this report. City work relating to planning activities for the 2028 Games is performed under current budget and staff resources. The Games Agreement identifies a reimbursement process for the costs of providing enhanced City resources including staff costs which exceed normal and customary service levels and for liaison staff.

The future fiscal impact of hosting the 2028 Games cannot be determined at this time. Positive financial implications resulting from the hosting of the 2028 Games include, but are not limited to, the Youth Sports Partnership Agreement, and the creation of a Legacy Entity to further advance commitments to youth sports with funding from the potential financial surplus at the conclusion of the 2028 Games. The Games Agreement includes robust measures, including reimbursement agreements for enhanced City resources, a financial contingency funded by LA28, regular reporting and coordination with LA28, the commitment to a fiscally responsible 2028 Games, risk management requirements, insurance, federal support for public safety, and commitments by the State of California in the event of a deficit, among other provisions, intended to offset and mitigate any potential cost impact on the City.

#### **Attachments:**

Exhibit A - Highlights of the Games Agreement

Exhibit B - Games Agreement of the 2028 Olympic and Paralympic Games

Exhibit C - Fifth Amendment to the Memorandum of Understanding C-129859

MWS:SMT:rr 11220042

## **EXHIBIT A**

### **HIGHLIGHTS OF THE GAMES AGREEMENT**

The significant highlights of the Games Agreement for the 2028 Olympic and Paralympic Games are summarized below:

#### **DELIVERY OF CITY RESOURCES AND REIMBURSEMENT**

The City agrees to provide and maintain, at its own cost, normal and customary City resource levels leading up to and during the hosting of the 2028 Games. LA28 may request that the City provide enhanced City resources that exceed normal and customary levels. Costs resulting from requested and agreed upon enhanced City resources will be reimbursable to the City by LA28. A process is established in the Games Agreement to determine normal and customary levels of City resources as well as enhanced City resources with a timeline as follows:

- October 1, 2024 - Normal and customary City resource levels and costs are determined by mutual consent between the City and LA28 based on a collaborative review of City service levels during the prior three fiscal years including 2021-22, 2022-23, and 2023-24.
- October 1, 2025 - Enhanced City Resources Master Agreement (ECRMA) is entered into between the City and LA28 to identify City resources, rates, repayment timelines, audit rights, and other processes for the Games. The ECRMA is to be developed based on mutual consent between LA28 and the City.
- October 1, 2026 - Venue Service Agreements (VSA) are entered into between the City and LA28 to identify specific tasks, enhanced City resources, and service levels for identified venues, zones, and events. The VSAs are to be developed based on mutual consent between LA28 and the City.

Furthermore, the City Administrative Officer (CAO) and Chief Legislative Analyst (CLA) are designated as the administrators for the ECRMA, VSAs, and any other agreements pertaining to the provision and use of enhanced City resources between the City and LA28.

#### **COMMITMENTS BY LA28**

The Games Agreement provides various commitments by LA28, in close coordination with the City, that cover a wide array of City priorities and include the formation of working groups, with the City and other stakeholders, to develop plans for the advancement of the priorities leading up to and during the 2028 Games. Specific commitments identified in the Games Agreement relate to:

- Legacy for the Games
  - Surplus - Pursuant to the HCC, the final Games budget surplus is to be allocated with 20 percent to the United States Olympic and Paralympic Committee and 80 percent to the OCOG to be used for the benefit of sport and youth in the City and host country. Accordingly, any surplus that ultimately passes to the OCOG shall be held, disbursed, and utilized through a new and private entity (Legacy Entity) to be established by the OCOG no later than January 31, 2028. Governance of the Legacy Entity is to be by a Board of Directors (or other similar governing body) exclusively comprised of an equal number of individuals designated by LA28 (or its designee(s)) and by the City. Furthermore, the officers of the Legacy



Entity will include a chairperson designated by mutual consent by the OCOG designees and City designees.

- Accessibility - LA28 will ensure venues and events are accessible to persons with physical disabilities.
- Human Rights Strategy - LA28 will develop and implement, in close coordination with the City, a human rights strategy committed to human rights protections in the City of Los Angeles. The strategy will seek to (i) identify potential human rights risks (including social, economic, political, workers', and civil rights) and impacts related to the 2028 Games and (ii) implement processes and measures to remedy identified adverse impacts. Development of the Human Rights Strategy will commence no later than January 1, 2024 and be completed by December 31, 2025.
- Community Access - LA28 will develop solutions in furtherance of making tickets and access available and affordable to City residents in an equitable manner. LA28 will collaborate with the City in furtherance of making affordable tickets available in historically underserved communities including:
  - Moderate to low income individuals;
  - Residents near the venues and events;
  - Students, veterans, and youth; and
  - Caregivers of persons with high dependencies or disabilities.
- **Community Business and Workforce Development**
  - Community Business and Procurement (CBP) Program - LA28 will develop and implement, in close coordination with the City, a program to ensure that small, local, and underrepresented businesses have access and can participate in contract opportunities associated with the 2028 Games. LA28 will work with the City to utilize the City's regional solicitation system for applicable OCOG contracting opportunities. The CBP Program will be supported by the CBP Working Group, to be established and led by LA28 and include the City. The CBP Working Group is to be developed by LA28 no later than March 31, 2023. The goals of the program are to be defined by LA28 no later than March 31, 2025.
  - Local Hire (LH) Program - LA28 will develop and implement, in close coordination with the City, a program in furtherance of ensuring that the 2028 Games workforce is fully representative of the diversity of Los Angeles. As part of the LH Program, LA28 will also develop a volunteer program, in close coordination with the City, to maximize public benefit in connection with the 2028 Games. The LH Program will be supported by the LH Working Group, to be established and led by LA28 and include the City. The LH Working Group is to be developed by LA28 no later than March 31, 2023. The goals of the program are to be defined by LA28 no later than March 31, 2025.
- **Sustainability**
  - Sustainability Plan - LA28 will establish a Sustainability Working Group (SWG), in close coordination with the City, by March 31, 2023. The SWG will develop and implement a Sustainability Plan for the 2028 Games by March 31, 2025, that is consistent with the International Organization for Standardization 20121 standards and supports advancement of the City's applicable sustainability goals

such as the City's goals for zero carbon transportation, zero carbon grid, zero carbon buildings, zero waste, and zero wasted water.

- Games Energy Council - LA28 is to ensure that the City sets up a Games Energy Council by March 31, 2024 that brings together the City, LA28, and all other parties (e.g. City agencies and utilities, other municipalities, and other utilities) responsible for the delivery of power infrastructure and service to Games-related projects, venues, and events. The Games Energy Council will facilitate decision-making and cooperation necessary to optimize and meet required levels of services, and develop plans to support the relevant elements of the Sustainability Plan, through the completion of the Games.
- Arts and Culture
  - Arts and Culture Plan - LA28 will develop a plan, in close coordination with the City and other stakeholders, for an arts and culture program that advances equity and inclusion through outreach to local artists, cultural producers, and vendors. The Arts and Culture Plan is to provide culturally diverse communities with opportunities and capacity to bid, propose, and receive contracts to produce local events, festivals, and cultural experiences in conjunction with the 2028 Games.
- Mobility and Transportation
  - Mobility Transport Plan - Pursuant to the HCC, LA28 will develop and lead, in close coordination with the City, a mobility and transportation plan through the convening of 2028 Games Mobility Executives consisting of City, regional, and State transportation officials. The plan will include details on the Games Route Network, State and Federal coordination, mobility hubs and depots, demand management, community engagement, communications planning, and other related matters.
  - Airport Operations Plan - LA28 and the City will develop a plan to be led by the Los Angeles World Airports (LAWA) in collaboration with regional stakeholders and other ports of entry. The plan will outline how LAWA will operate during the 2028 Games.
- Public Safety
  - California Olympic and Paralympic Public Safety Command (Cooperative) - On April 14, 2021, Council approved the memorandum of understanding between the City, LA28, and the California Office of Emergency Services to establish the Cooperative for public safety planning relating to the 2028 Games (C.F. 15-0809-S9; C-138282). The Games Agreement maintains that public safety planning, resourcing, management, and delivery will be performed through the Cooperative in anticipation of the federal government's designation of the 2028 Games as a National Special Security Event (NSSE). Consistent with processes set forth in Federal guarantees submitted to the IOC, LA28 and the City agree to work through the Cooperative, and as integrated into the NSSE structure, to have all costs recovered associated with public safety and security for the 2028 Games.

## **RISK MANAGEMENT, TRANSPARENCY, AND DISPUTE RESOLUTION**

- Risk Management - LA28 is required to maintain insurance policies in accordance with prudent commercial best practices 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 losses should the events become less appealing. LA28 is also required to ensure that all agreements entered between LA28 and other municipalities hosting events will provide indemnification by that municipality for third party claims against the City. Furthermore, LA28 is required to establish a budget contingency totaling \$270 million beginning in 2024 with escalating amounts set aside each year based on a schedule until the total amount is achieved. LA28 will begin to show the contingency amount as part of the updated LA28 Budget within its Annual Report in 2024.

- Transparency - LA28 is required to provide annual reports to the Council by March 31 each year relating to LA28's prior year operations. The annual report continues to include updated budget information; management discussion and analysis; financial forecasts of revenues, expenses, and construction costs; updates on venue infrastructure and improvements; a list of all contracts entered into during the prior year valued in excess of \$1,000,000; updates to insurance; a report on the Youth Sport Partnership Agreement; and copies of various financial reports and audited financial statements. After establishment of a given working group, an update with respect to that working group will also be included in the annual report.
- Dispute Resolution - A process for dispute resolution is provided in the Games Agreement, which includes several steps leading to arbitration consistent with Section 11 of the MOU. Any disputes concerning the validity, interpretation, or performance of the HCC are subject to Section 51.2 of HCC-Principles.

## **GENERAL PROVISIONS**

- Youth Sport Partnership (YSP) Agreement - The Games Agreement acknowledges the YSP Agreement (C-136936) was executed September 23, 2020, fulfilling the commitment between the City and LA28 for LA28 to provide \$160 million in support to increase access and participation to youth sports in the City. The YSP Agreement is provided as an attachment to the Games Agreement.
- City's Intellectual Property (IP) Rights - Consistent with the HCC, LA28 and the City will enter into a Games IP Agreement setting the terms and conditions for the City's right to utilize certain Games-related properties. The agreement shall be entered into by December 31, 2022, and shall be subject to the approval of the IOC.

**EXHIBIT B**  
**GAMES AGREEMENT OF THE 2028 OLYMPIC AND PARALYMPIC GAMES**

**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;



WHEREAS, the Parties acknowledge and agree that, pursuant to Section 3 of the HCC – Principles, all agreements relating to the incorporation and existence of the OCOG, including this Games Agreement, shall be submitted to the IOC for its approval; and

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

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

**Section 2. Purpose.** The purpose of this Games Agreement is to set forth certain material terms of the relationship between the City and the OCOG.

**Section 3. Voluntary.** This Games Agreement is voluntarily entered into for the purpose set forth in Section 2 above.

**Section 4. Term.** This Games Agreement shall become effective on the date of the last signature set forth below by the Parties and shall remain in effect until the earlier of (i) the date the OCOG ceases to exist and (ii) the date of the express written agreement of each of the Parties hereto to terminate this Games Agreement. On the date that this Games Agreement becomes effective, the MOU shall automatically terminate, pursuant to, and in accordance with, Section 5 thereof.

**Section 5. City Liaisons.** The City hereby designates the Mayor (or his, her or their designee), the City Administrative Officer (the “CAO”) (or his, her or their designee), the Chief Legislative Analyst (the “CLA”) (or his, her or their designee), and the City Attorney (or his, her or their designee) as the City’s liaisons to the OCOG (the “City Liaisons”).

**Section 6. OCOG Roles and Responsibilities; Certain Operational Plans.**

6.1 Board of Directors, City Representatives. The City shall have no less than 1/6 of the voting members (the “City Representative(s)”) of the OCOG Board of Directors and each of its committees, including the executive committee. The City’s representation on the OCOG Board of Directors and any committee shall be rounded up to the next whole number. No OCOG committee possessing the legal authority to act on behalf of the OCOG Board of Directors in respect of one or more matters, including, but not limited to, the executive committee, shall have fewer than two (2) City Representatives, except that any audit committee, conflicts committee or any committee created after the effective date of this Games Agreement shall have only one (1) City Representative if the audit, conflicts, or any such newly created committee is made up of six (6) or fewer voting members.

6.1.1 The Parties agree that the City will determine its City Representatives on the OCOG Board of Directors and the assignment of such City Representatives on any related OCOG committee, as described in Section 6.1. At the request of Los Angeles City Council (“Council” or “City Council”), City Representatives may be required to report back to Council on the progress of the OCOG as it relates to the impact on the City of Los Angeles.

6.1.2 A municipality other than the City shall not be entitled to a representative on the OCOG Board of Directors or any of its committees, including the executive committee, until the OCOG obtains City (defined as both Council and Mayoral) approval.

- 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

By: \_\_\_\_\_  
NURY MARTINEZ  
President, Los Angeles City Council

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

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**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 SWIMLA 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 Casey Wasserman  
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: Daniel Kreinbring  
Name: Daniel Kreinbring  
Title: Deputy City Attorney

By: Holly L. Wolcott  
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 ranges 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**

Direct Costs		
League		
Line Item	Cost	Description
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>	

Class		
Line Item	Cost	Description
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.]**

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	Direct input	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	08/31/28		\$157,500,000		\$157,500,000			\$0	\$0	\$157,500,000
			\$160,000,000				\$2,500,000	\$0	\$2,500,000		
					Remaining Amount		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



RECREATION CENTERS					Summer 2018			Fall 2018			Winter 2019			Spring 2019			FY 2018/2019		
Facility	Address	Region	CD	GPA	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment
109th Street R.C.	1464 E. 109th St., Los Angeles, CA 90059	Pacific	15	Y	36	41	77	36		36	74	48	122	32	114	146	178	203	381
Algin Sutton R.C.	3800 S. Hoover St., Los Angeles, CA 90044	Pacific	8	Y	4	172	176	36	36	36	6	110	116	5	149	154	51	431	482
Alpine R.C.	30044 Van Nuys St., Los Angeles, CA 90033	Metro	1	Y	178	184	362	147	37	134	131	167	298	186	90	276	642	478	1,120
Andrus and Maria Cardenas R.C.	14740 Brynair St., Panorama City, CA 91402	Valley	6	Y			0	47		47	58		58	150		150	255	0	255
Barbosa Sports Complex	17015 Burbank Blvd., Encino, CA 91516	Valley	6		149	630	779	112		112	143	411	554	188	282	470	592	1323	1915
Baldwin Hills R.C.	5402 Highland Pl., Los Angeles, CA 90016	Pacific	10	Y	7	249	256	101	322	423	81	498	579	15	373	388	204	1,442	1,646
Banning R.C.	1331 Elsbark Ave., Wilmington, CA 90744	Pacific	15	Y	76	61	137	97		97	61	80	141	112	96	208	346	237	583
Barrington R.C.	333 S. Barrington Ave., Los Angeles, CA 90049	Valley	11		78	249	327	9		327	42	357	399	25	248	273	154	854	1008
Bellevue R.C.	826 Lucile Ave., Los Angeles, CA 90026	Metro	13	Y	51	149	200	65	1	66	41	204	245	65	223	288	222	577	799
Bogdanovich R.C.	1920 Cumbre Drive, San Pedro, CA 90732	Pacific	15				0		229	229		442	442		225	225	0	896	896
Boyle Heights Sports Center	933 South Mott St., Los Angeles, CA 90023	Metro	14	Y		88	88			0	18	45	63		175	175	18	308	326
Branford R.C.	13306 Branford St., Alhambra, CA 91801	Valley	6			431	431	69		69	8	194	202	2	302	304	79	927	1006
Carlin G. Smith R.C.	911 West Ave 46, Los Angeles, CA 90065	Metro	1		19		19	35		35	42		42	24		24	120	0	120
Central R.C.	1357 East 22nd St., Los Angeles, CA 90011	Pacific	9	Y	10	177	187	55	10	65	18	58	76	32	130	162	115	375	480
Chatsworth Park South	23860 Devonshire St., Chatsworth, CA 91311	Valley	12		9		9	21		21	24	5	29	32	6	38	86	11	97
Cherid Hills R.C.	2651 Motor Ave., Los Angeles, CA 90064	Valley	5			1275	1275	150		150	104	1712	1816	213		213	467	2987	3454
Cherry Chase R.C.	4165 Cherry Chase Dr., Los Angeles, CA 90039	Metro	13	Y	10	52	62	11		11	21	126	147	31	29	60	73	207	280
Costello R.C.	3141 E. Olympic Bl., Los Angeles, CA 90023	Metro	14	Y	80	72	152	71		71	75	72	147	97	176	273	323	320	643
Crestwood Hills R.C.	1000 Henley Ave., Los Angeles, CA 90049	Valley	11				0			0			0			0	0	0	0
Culver Slauson R.C.	5072 S. Slauson Ave., Culver City, CA 90230	Pacific	11	Y		20	20	7		7			0			0	7	20	27
Cypress Park R.C.	2639 Pepper Ave., Los Angeles, CA 90065	Metro	1	Y	1	74	75	39		39	119	170	289	77	158	235	236	402	638
David M. Gonzalez/Pasadena R.C.	10943 Herrick Ave., Pasadena, CA 91331	Valley	7	Y	165	37	202	178	158	336	167	131	298	163	307	470	673	633	1306
Delano R.C.	13100 Ewing St., Van Nuys, CA 91411	Valley	6	Y	151		151	149	224	373	141	245	386	179	106	285	620	575	1195
Denker R.C.	1550 West 35th Pl., Los Angeles, CA 90018	Pacific	8	Y	48	87	135			0	41	140	181	43	132	175	132	359	491
Downey R.C.	1773 North Spring St., Los Angeles, CA 90031	Metro	1	Y	18	68	86	12		12	11	68	79	61	209	270	102	345	447
E. Wilmington Greenblatt Community Center	9318 North Sanford Ave., Wilmington, CA 90744	Pacific	15	Y			0			0	8		8			8	16	0	16
Eagle Rock R.C.	1100 Eagle Vista Dr., Los Angeles, CA 90041	Metro	14		43	341	384	5		5	50	155	205	93	243	336	191	739	930
Echo Park R.C.	1632 Bellevue Ave. Los Angeles, CA 90026	Metro	13	Y	388	334	717	359		359	329	294	623	414	287	701	1,485	915	2,400
El Sereno R.C.	4721 Klamath St., Los Angeles, CA 90032	Metro	14	Y	18	151	169	1	233	234	15	246	261	9	478	487	43	1,108	1,151
Elysian Valley R.C.	1811 Rippie St., Los Angeles, CA 90039	Metro	13	Y	29	7	36		73	73	58	58	58	59	147	206	88	285	373
Enrico Community Center	6935 Barbou Blvd, Encino, CA 91516	Valley	5		90	457	500			0	72	202	72	36	297	132	294	0	294
Evergreen R.C.	2844 E. 2nd St., Los Angeles, CA 90033	Metro	14	Y	9		466	11		11	62	302	264			335	120	956	1,076
Expo Center/Roy Anderson R.C.	3980 South Bill Robertson Lane, Los Angeles, CA 90037	Pacific	9	Y	117	830	947	60	27	87	51	920	971	199	702	901	427	2,479	2,906
Fernandales R.C.	9851 Laurel Canyon Blvd, Sun Valley, CA 91352	Valley	6	Y	309	301	610	293	193	486	294	397	691	445	283	728	1,341	1,174	2,515
Fred Roberts R.C.	4700 S. Houduras St., Los Angeles, CA 90011	Pacific	9	Y	45	37	82	40		40	87	27	114	110	9	119	282	73	355
Gilbert Lindsay R.C.	429 E. 42nd Pl., Los Angeles, CA 90011	Pacific	9	Y			0			0			0	1		1	1	0	1
Gissell Park R.C.	3650 Verdugo Rd., Los Angeles, CA 90065	Metro	1	Y	18	118	136	50	8	58	11	123	134	18	125	143	97	374	471

# EXHIBIT F - Baseline FY 2018/2019

YOUTH SPORT PARTNERSHIP



RECREATION CENTERS					Summer 2018			Fall 2018			Winter 2019			Spring 2019			FY 2018/2019		
Facility	Address	Region	CD	GPA	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment
Granada Hills R.C.	16730 Chatsworth St., Granada Hills, CA 91344	Valley	12		251	604	855	47	105	152	68	353	421	170	548	718	536	1610	2146
Green Meadows R.C.	431 E. 89th St., Los Angeles, CA 90003	Pacific	9	Y		8	8		21	21		44	44		46	46	0	119	119
Harbor City R.C.	24801 Frampton Ave, Harbor City, CA 90710	Pacific	15	Y	58	28	86			0		72	72		182	182	58	282	340
Hazard Park R.C.	2230 Norfolk St., Los Angeles, CA 90033	Metro	14	Y			0	4	105	109		123	123		188	189	4	417	421
Highland Park R.C.	6150 N. Piedmont Avenue, Los Angeles, CA 90042	Metro	1	Y	21	118	179	31		31	17	165	182	39	290	329	108	613	721
Hollenbeck Park R.C.	415 S. St. Louis St., Los Angeles, CA 90033	Metro	14		57		57	76		76	138		138	185		185	456	0	456
Hollywood R.C.	1122 Cole Ave., Los Angeles, CA 90038	Metro	13	Y	15	58	73	11		11	24	9	33	40	40	80	90	107	197
Hoover R.C.	1010 W. 25th St., Los Angeles, CA 90007	Metro	1	Y	51	85	136	92		92	89	75	164	130		130	362	160	522
Hubert Humphrey R.C.	12560 Filmore St., Pacoima, CA 91331	Valley	7	Y	56	445	501	170	3	173	97	143	240	146	603	749	469	1,194	1,663
Jackie Tatum Harvard R.C.	1435 W. 62nd St., Los Angeles, CA 90047	Pacific	8	Y	33	248	281	88	1	89	39	169	208	104	172	276	264	590	854
Jim Gilliam R.C.	4000 S. La Brea Avenue, Los Angeles, CA 90008	Pacific	10	Y	78	11	116	16		16	64	61	61	11	34	45	27	106	133
Lafayette Multipurpose Community Center	2625 South Lafayette Park Place, Los Angeles, CA 90007	Metro	10			28	106	53	23	76		22	86	58	22	80	253	95	348
Lake Street Park	227 North Lake St., Los Angeles, CA 90026	Metro	13	Y	76	209	285	108	24	127	88	141	229	107	68	175	374	442	816
Lakeview Terrace R.C.	11075 Foothill Blvd, Lakeview Terrace, CA 91342	Valley	7		93	117	210	111	15	126	105	107	212	160	88	248	469	327	796
Lenark R.C.	21816 Lenark St., Canoga Park, CA 91305	Valley	3	Y	205	361	566	8		8	170	260	430	191	404	595	574	1,025	1,599
Leland R.C.	863 S. Herbert Ave, San Pedro, CA 90731	Pacific	15	Y			0			0			0		52	52	0	52	52
Lemon Grove R.C.	4899 Lemon Grove Ave., Los Angeles, CA 90029	Metro	13	Y	133	47	180	88		88	121	34	155	112	84	196	454	165	619
Lincoln Heights R.C.	2303 Workman Street, Los Angeles, CA 90033	Metro	1	Y		116	116		6	6		72	72	2	121	123	2	315	317
Lincoln Heights Youth Center	2911 Altura Street, Los Angeles, CA 90031	Metro	1	Y			0	296	33	329	323	72	395		72	0	619	105	724
Lincoln Park R.C.	3501 Valley Blvd., Los Angeles, CA 90031	Metro	1	Y	48	27	75	92	29	121	71	61	132	73	183	256	284	300	584
Loren Miller R.C.	2717 Halidale Ave., Los Angeles, CA 90018	Pacific	8	Y	89	74	163			0	106		106	23	87	110	218	161	379
MacArthur Park R.C.	2230 W. 6th St., Los Angeles, CA 90057	Metro	1	Y			0	82		82	26		26	18	7	25	126	7	133
Mer Vista R.C.	11490 Woodbine Ave., Los Angeles, CA 90066	Valley	11		58	509	567			0	107	399	506	53	665	718	218	1573	1791
Martin Luther King Jr. R.C.	3916 S. Western Avenue, Los Angeles, CA 90062	Pacific	8	Y	33		33	51	93	144	78	46	124	63	73	136	225	212	437
Mason Park R.C.	10500 Macon Ave., Chatsworth, CA 91311	Valley	12		125	233	358		25	25	137	668	805	228	8	236	490	934	1424
Montecito Heights R.C.	4545 Homer St., Los Angeles, CA 90031	Metro	1	Y	71	110	181		101	101	93	115	208	124	289	413	288	615	903
Mount Carmel R.C.	830 West 70th St., Los Angeles, CA 90044	Pacific	8	Y	106	34	140	43	3	46	108	38	146	107	19	126	364	94	458
Normandie R.C.	23400 S. Halidale Ave., Los Angeles, CA 90050	Pacific	15	Y		57	57		30	30		90	90		66	66	0	243	243
Normandie R.C.	1595 S. Normandie Avenue, Los Angeles, CA 90006	Metro	1	Y	110		110			0		73	73		274	274	0	457	457
North Hills Community Park	8756 N. Parthenia Pl., North Hills, CA 91343	Valley	6				0			0			0		0	0	0	0	0
North Hollywood R.C.	11430 Chandler Blvd., North Hollywood, CA 91601	Valley	2	Y	92	150	242	109		109	83	162	245	92	123	215	376	435	811
North Weddington R.C.	10844 Acacia St., Studio City, CA 91602	Valley	2		16		16	2	122	124	1	302	303	6	363	369	25	787	812
Northridge R.C.	18300 Lemay St., Northridge, CA 91324	Valley	12		154	335	489		1	1	47	450	497	74	807	881	275	1593	1868
Oakwood R.C.	267 California Ave., Van Nuys, CA 91406	Valley	11	Y	17	70	87	35	35	35	15	76	91		53	53	32	284	266
Palisades R.C.	881 Alma Real Dr., Pacific Palisades, CA 90272	Valley	11		37	493	530	18		18	43	1181	1224	118	181	299	216	1855	2071
Palm R.C.	2950 Overland Ave., Los Angeles, CA 90064	Valley	5		14	64	78	5		5	10	196	296	8		8	37	260	297



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



RECREATION CENTERS										Summer 2018			Fall 2018			Winter 2019			Spring 2019			FY 2018/2019		
Facility	Address	Region	CD	GP/LA	Actual Enrollment (Baseline) Totals			Actual Enrollment (Baseline) Totals			Actual Enrollment (Baseline) Totals			Actual Enrollment (Baseline) Totals			Actual Enrollment (Baseline) Totals			Actual Enrollment (Baseline) Totals				
					Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment		
Pan Pacific Park R.C.	7620 Beverly Blvd., Los Angeles, CA 90036	Metro	4		45	290	335	92	57	149	109	399	508	122	287	409	368	1033						
Panorama City R.C.	3800 Hazeltine Ave., Panorama City, CA 91402	Valley	6	Y	101	78	179	73	45	118	83	56	139	96	70	166	353	249	602					
Pecan R.C.	127 South Peacan St., Los Angeles, CA 90008	Metro	14	Y		217	217		60	60	2	149	151		380	380	2	806	808					
Peck Park Community Center	560 North Western Ave., San Pedro, CA 90732	Pacific	15		4	153	157	22	22	22	14	150	164	15	186	201	55	489	544					
Pennmar R.C.	1341 Lake St., Los Angeles, CA 90291	Valley	11		10	363	373	43	24	67	43	209	252	14	229	243	110	825	935					
Poinsettia R.C.	7341 Wiloughby Ave., Los Angeles, CA 90046	Metro	5	Y	79	33	112	89	18	107	84	56	140	69	61	130	321	168	489					
Queen Anne R.C.	1240 West Blvd., Los Angeles, CA 90019	Metro	10	Y	55	440	495	8		8	76	240	316	121	218	339	260	898	1,158					
Ramon Garcia R.C.	1016 S. Fresno Street, Los Angeles, CA 90023	Metro	14	Y		144	144			0	24	176	200	13	271	284	37	591	628					
Rancho Cienega Sports Complex	5001 Rodio Rd., Los Angeles, CA 90016	Pacific	10	Y		84	84	6	3	9		44	44		60	60	6	191	197					
Reese R.C.	18411 Victory Blvd., Reseda, CA 91335	Valley	3	Y	154	84	238	36	27	63	137		137	92	307	399	419	418	837					
Rio de Los Angeles State Park	1900 N. San Fernando Rd., Los Angeles, CA 90065	Metro	1	Y	131	91	222	136		136	137	2	139	162	133	295	566	226	792					
Rizchie Valera R.C.	10736 Laurel Canyon Blvd., Pacoima, CA 91331	Valley	7	Y	108	424	532	71	73	144	159	857	1,016	190	354	544	528	1,708	2,296					
Robertson R.C.	1641 Preuss Rd., Los Angeles, CA 90033	Pacific	5				0			0			0			0	0	0	0					
Rose Hill R.C.	4330 Mercury Ave., Los Angeles, CA 90032	Metro	14	Y	34	107	141	9	11	20	22	52	74	60	152	212	125	322	447					
Rosecrans R.C.	840W. 148th St., Gardena, CA 90247	Pacific	15	Y	76	67	143	23	108	131	132	100	232	15	216	231	246	491	737					
Ross Snyder R.C.	1501 East 41st St., Los Angeles, CA 90011	Pacific	9	Y		61	61			0		120	120		162	162	0	343	343					
Rustic Canyon R.C.	601 Latimer Rd., Santa Monica, CA 90402	Valley	11		5		5	9		9	9		9			16	39	0	39					
Sacred International Park	3320 San Marino St., Los Angeles, CA 90006	Pacific	10	Y	12	520	532	49		49	60	173	233	233	59	144	203	180	837	1,017				
Sepulveda R.C.	8825 Kester Ave., Panorama City 91405	Valley	6	Y	46	163	209	28	12	40	81	139	220	40	118	158	195	432	677					
Shadow Ranch R.C.	28633 Vanowen St., West Hills, CA 91307	Metro	12		137		137	50		50	114		114	107		107	408	0	408					
Shatto R.C.	3121 West 4th St., Los Angeles, CA 90020	Valley	13	Y	560	70	630	255	179	434	136	161	297	175	165	340	1,126	575	1,701					
Silver Lake R.C.	11820 West Silver Lake Dr., Los Angeles, CA 90026	Metro	13		103	193	296	32		32	43	647	690	77	102	179	255	942	1,197					
Slauson R.C.	3306 S. Compton Ave., Los Angeles, CA 90011	Pacific	9	Y		118	118			0		53	53		53	85	32	224	256					
South Park R.C.	345 East 51st St., Los Angeles, CA 90011	Pacific	9	Y	85		85	1		1	209		209	251	18	269	546	18	564					
South San House	2301 West 24th St., Los Angeles, CA 90018	Metro	10		12		12	6		6	23		23	20		20	61	0	61					
St. Andrews R.C.	8701 Saint Andrews Place, Los Angeles, CA 90047	Pacific	8	Y	46	208	254	35		35	146	211	357	175	194	369	402	613	1,015					
State Street R.C.	716 North State St., Los Angeles, CA 90033	Metro	14	Y	171	103	274	113	102	215	85	266	351	134	195	329	503	666	1,169					
Stonhurst R.C.	9901 Dronfield St., Sun Valley, CA 91352	Valley	7		63	34	97		1	1	158	3	161	84	6	90	305	44	349					
Stoner R.C.	1835 Stoner Ave., Los Angeles, CA 90025	Valley	Detail	Y	96	375	183	76		76	88	98	186	25	69	94	285	254	539					
Studio City R.C.	12621 Ryer St., Studio City, CA 91604	Valley	2		25	87	112	136	26	162	128	463	591	44	297	341	333	1161	1494					
Sun Valley R.C.	8133 Vineland Ave., Sun Valley, CA 91352	Valley	6	Y	331	277	608	369	43	412	346	382	728	402	493	895	1,448	1,195	2,643					
Sunland R.C.	8651 Foothill Blvd., Sunland, CA 91040	Valley	7	Y	211	87	298	44		44	175	35	210	266	116	332	696	238	934					
Sylvan Park R.C.	13109 Borden Ave., Los Angeles, CA 91342	Valley	7	Y	58	635	693	6	179	185	8	330	338	36	991	1,027	108	2,135	2,248					
Tarzana R.C.	5655 Vinalden Ave., Tarzana, CA 91356	Valley	3		26	374	400	19		19	31	173	204	27	236	263	103	783	866					
Toberman R.C.	1725 Toberman St., Los Angeles, CA 90015	Metro	1	Y	20	8	28	30	8	38	23	88	111	73	59	132	146	163	309					
Trinity R.C.	2415 Trinity St., Los Angeles, CA 90011	Pacific	9	Y	43	65	108	10		10	14	32	46	36	13	49	103	110	213					



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



RECREATION CENTERS					Summer 2018			Fall 2018			Winter 2019			Spring 2019			FY 2018/2019		
Facility	Address	Region	CD	GP/PA	Actual Enrollment (Baseline) Totals			Actual Enrollment (Baseline) Totals			Actual Enrollment (Baseline) Totals			Actual Enrollment (Baseline) Totals			Actual Enrollment (Baseline) Totals		
					Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Leagues	Actual (Baseline) Total Enrollment
110	Valley Plaza 12440 Archedwood St., North Hollywood, CA 91606	Valley	2	Y	22	26	48	77	156	233	28	123	151	55	205	260	182	510	692
111	Van Ness R.C. 5720 2nd Avenue, Los Angeles, CA 90043	Pacific	8	Y	111		111	2	75	77	169	139	308	53	188	241	335	402	737
112	Van Nuys R.C. 14301 Vanowen St., Van Nuys, CA 91405	Valley	6	Y	183	287	470	40	15	55	359	250	609	658	145	803	1,240	697	1,937
113	Van Nuys Sherman Oaks R.C. 14020 Huston St., Sherman Oaks, CA 91423	Valley	2		100	331	431	119	372	491	167	360	527	20	420	440	406	1483	1889
114	Victory-Vineland R.C. 11117 Victory Blvd., North Hollywood, CA 91606	Valley	2	Y	74	211	285	80	290	370	34	225	259	31	318	349	219	1,044	1,263
115	Vineyard R.C. 2542 Vineyard Ave., Los Angeles, CA 90016	Pacific	10	Y			0			0		30	30	2		2	2	30	32
116	Wabash R.C. 2765 Wabash Ave., Los Angeles, CA 90033	Metro	14	Y		178	178			0	9	234	243		131	131	9	543	552
117	Westchester R.C. 7000 W. Manchester Ave., Los Angeles, CA 90045	Pacific	11			279	279		120	120		357	357		86	86	0	842	842
118	Westwood R.C. 1380 S. Sepulveda Blvd., Los Angeles, CA 90025	Valley	5		289	399	688	16		16	296	260	556	347	274	621	948	933	1,881
119	Wilmington R.C. 325 N. Neptune Ave., Wilmington, CA 90744	Pacific	15	Y		32	32	18	21	39	16	115	131	5	167	172	39	335	374
120	Winnetka R.C. 8401 Winnetka Ave., Winnetka, CA 91306	Valley	3		217	371	588	16	35	51	125	250	375	86	241	327	444	897	1341
121	Woodland Hills R.C. 5858 Shoup Ave., Woodland Hills, CA 91367	Valley	3		374	468	842		7	7	190	1001	1191	202	358	560	766	1834	2600
122	Yosemite R.C. 1840 Yosemite Dr., Los Angeles, CA 90041	Metro	14	Y	33	333	366	64	232	296	61	350	411	59	324	383	217	1239	1456
123	Yucca Park Community Center 6671 Yucca St., Los Angeles, CA 90028	Metro	13		155		155	135	27	162	157	11	168	155	24	179	602	62	664
Total Recreation Centers					8,543	20,349	28,892	6,305	4,616	10,921	9,183	23,053	32,236	10,421	21,478	31,899	34,452	69,496	103,948

# EXHIBIT F - Baseline FY 2018/2019

## YOUTH SPORT PARTNERSHIP



AQUATICS				Summer 2018 (6/1/18 - 5/31/19)			Fall 2018 (9/1/18 - 12/31/19)			Winter 2019 (1/1/19 - 3/31/19)			Spring 2019 (4/1/19 - 5/31/19)			FY 2018/2019 (6/1/18 - 5/31/19)		
Facility	Address	Region	CD	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) - Sports Teams	Actual Enrollment (Baseline) - Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) - Sports Teams	Actual Enrollment (Baseline) - Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) - Sports Teams	Actual Enrollment (Baseline) - Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) - Sports Teams	Actual Enrollment (Baseline) - Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) - Sports Teams	Actual Enrollment (Baseline) - Total Enrollment
1 North Pool	1500 E. 10th St., Los Angeles, CA 90009	Pacific	15	377	3	380			0			0	377	3	380			
2 Allyn Sutton Pool	8800 S. Hoover St., Los Angeles, CA 90044	Pacific	8	0		0			0			0	0	0	0			
3 Banning Pool	1450 N. Arden Blvd., Wilmington, CA 90744	Pacific	15	605	103	708	75	51	126	22	37	59	17	719	191	910		
4 Cokes King III Pool	5001 Redon Rd., Los Angeles, CA 90016	Pacific	10	707		707	29		29	96	43	139	74	906	43	949		
5 Central Pool	1357 East 22nd St., Los Angeles, CA 90011	Pacific	9	724	10	734			0			0	724	10	734			
6 Cleveland Hills Pool	2693 Motor Ave., Los Angeles, CA 90064	Pacific	5	357	2	359			0			0	357	2	359			
7 Cleveland Pool	8120 Vinland Ave., Reseda, CA 91335	Valley	3	865	256	1221	357	142	499	85	171	206	1613	484	2097			
8 Covello Pool	3121 E. Olympic Blvd., Los Angeles, CA 90023	Metro	14	997		997			0			0	997	0	997			
9 Downey Pool	1775 N. Spring St., Los Angeles, CA 90031	Metro	1	723		723			0			0	723	0	723			
10 Echo Deep Pool	1419 Colton St., Los Angeles, CA 90026	Metro	1	1079	128	1207	221	40	261	111	39	150	123	1584	207	1741		
11 EG Roberts Pool	4528 W. Pico Blvd., Los Angeles, CA 90019	Pacific	10	1263	256	1519	382		382	200	39	239	145	1790	295	2085		
12 Fernangelles Pool	8851 Laurel Canyon Blvd., San Valley, CA 91352	Valley	6	925		925			0			0	925	0	925			
13 Fremont Pool	7630 Towne Ave., Los Angeles, CA 90003	Pacific	9	640	63	703	205	3	208	65	8	73	85	995	74	1069		
14 Glusett Pool	3704 Verdugo Rd., Los Angeles, CA 90065	Metro	1	963	93	656	62	33	95	13	12	25	39	677	138	815		
15 Granada Hills Pool	16730 Chatsworth St., Granada Hills, CA 91344	Valley	12	733		733			0			0	733	0	733			
16 Green Meadows Pool	481 E. 8th St., Los Angeles, CA 90003	Pacific	9	410		410			0			0	410	0	410			
17 Griffith Park Pool	3401 Riverside Dr., Los Angeles, CA 90027	Metro	4	896		896			0			0	896	0	896			
18 Hansen Dam Aquatic Center	11798 Foothill Blvd., Lake View Terrace, CA 901342	Valley	7			0			0			0	0	0	0			
19 Harbor Pool	1221 N. Figueroa Pl., Wilmington, CA 90744	Pacific	15	822		822			0			0	822	0	822			
20 Hey Rookie Pool	3601 S. Gaffey St., San Pedro, CA 90731	Pacific	15	653	55	708	61	29	90	24	40	64	25	763	124	887		
21 Highland Pool	8150 N. Redmont Avenue, Los Angeles, CA 90042	Metro	1	687		687			0			0	687	0	687			
22 Hollywood Pool	1122 Cole Ave., Los Angeles, CA 90038	Pacific	13	812		812			0			0	812	0	812			
23 Hubert Humphrey Pool	12560 Filmore St., Pacoima, CA 91331	Valley	7	767	119	886	120	56	176	6	20	26	71	964	195	1159		
24 Jackie Taum Harward Pool	6120 Denker St., Los Angeles, CA 90047	Pacific	8	731		731			0			0	731	0	731			
25 John C. Arque Swim Stadium	3880 Bill Robertson Lane, Los Angeles, CA 90037	Pacific	9	2122	180	2302	311	102	413	167	79	246	144	2744	361	3105		
26 JACES Pool	5931 W. 18th St., Los Angeles, CA 90035	Pacific	10	949	155	1104	151	80	231	83	54	137	116	1299	289	1588		
27 Lankit Pool	21817 Strathern St., Cynoga Park, CA 91304	Valley	3	826		826			0			0	826	0	826			
28 Lincoln Pool	3501 Valley Blvd., Los Angeles, CA 90031	Metro	1	0		0			0			0	0	0	0			
29 Mar Vista Pool	11655 Palms Blvd., Los Angeles, CA 90066	Pacific	11	613		613			0			0	613	0	613			
30 North Hollywood Pool	5207 Turner Ave., North Hollywood, CA 91601	Valley	2	590		590			0			0	590	0	590			
31 Northridge Pool	10058 Reseda Blvd., Northridge, CA 91324	Valley	12	663		663			0			0	663	0	663			

# EXHIBIT F - Baseline FY 2018/2019

## YOUTH SPORT PARTNERSHIP



AQUATICS										Summer 2018 (6/1/18 - 5/31/19) Actual Enrollment (Baseline) Totals				Fall 2018 (9/1/18 - 12/31/19) Actual Enrollment (Baseline) Totals				Winter 2019 (1/1/19 - 3/31/19) Actual Enrollment (Baseline) Totals				Spring 2019 (4/1/19 - 5/31/19) Actual Enrollment (Baseline) Totals				FY 2018/2019 (6/1/18 - 5/31/19) Actual Enrollment (Baseline) Totals			
Facility	Address	Region	CD	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Teams	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Teams	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Teams	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Teams	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Teams	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Teams	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Teams	Actual (Baseline) Total Enrollment	Actual Enrollment (Baseline) - Classes	Actual Enrollment (Baseline) Sports Teams	Actual (Baseline) Total Enrollment		
Pan Pacific Park Pool	1411 S. Gardner St., Los Angeles, CA 90008	Pacific	4	416		416			0			0			0	416	0	416				0	416	0	416			0	416
Pecan Pool	120 S. Ghes St., Los Angeles, CA 90033	Metro	14	331		331			0			0			0	331	0	331				0	331	0	331			0	331
Peck Park Pool	560 N. Western Ave., San Pedro, CA 90732	Pacific	15	0		0			0			0			0	0		0				0	0		0			0	0
Reseda Pool	18411 Victory Blvd, Reseda, CA 91335	Valley	3	962		962			0			0			0	962	0	962				0	962	0	962			0	962
Richard Alatorre Pool	4721 Ramoth St., Los Angeles, CA 90032	Metro	14	928	152	1080	82	51	133	55	28	83	102	102	1167	231	0	1167				231	1167	0	1167			231	1398
Richie Valens Pool	10731 Laurel Canyon Blvd., Pacoima, CA 91331	Valley	7	838		838			0			0			0	838	0	838				0	838	0	838			0	838
Rosemead Pool	498 S. Matthews St., Los Angeles, CA 90033	Metro	14	602	32	634	33	11	44	7	6	13	10	10	652	49	0	652				49	652	0	652			49	701
Ross Snyder Pool	1501 East 41st St., Los Angeles, CA 90011	Pacific	9	637		637			0			0			0	637	0	637				0	637	0	637			0	637
Rustic Canyon Pool	900 Lethmer Rd., Pacific Palisades, CA 90272	Pacific	11	48		48			0			0			0	48	0	48				0	48	0	48			0	48
Sepulveda Pool	8737 Ketter Ave., Panorama City, CA 91402	Valley	6	1024		1024			0			0			0	1024	0	1024				0	1024	0	1024			0	1024
South Park Pool	345 East 51st St., Los Angeles, CA 90011	Pacific	9	414		414			0			0			0	414	0	414				0	414	0	414			0	414
Stoner Park Pool	1885 Stoner Ave., Los Angeles, CA 90025	Pacific	11	365		365			0			0			0	365	0	365				0	365	0	365			0	365
Sun Valley Pool	8123 Vreeland Ave., Sun Valley, CA 91352	Valley	6	813		813			0			0			0	813	0	813				0	813	0	813			0	813
Sylvan Pool	13109 Borden Ave., Los Angeles, CA 91342	Valley	7	926		926			0			0			0	926	0	926				0	926	0	926			0	926
Valley Plaza Pool	67115 Laurelgrove Ave., North Hollywood, CA 91606	Valley	2	802		802			0			0			0	802	0	802				0	802	0	802			0	802
Van Ness Pool	5720 2nd Avenue, Los Angeles, CA 90043	Pacific	2	0		0			0			0			0	0	0	0				0	0	0	0			0	0
Van Nuys Sherman Oaks Pool	14021 Huston St., Van Nuys, CA 91423	Valley	4	1136	158	1294	108	147	255	59	91	150	147	147	1450	396	0	1450				396	1450	0	1450			396	1846
Venice High School Indoor Pool	2480 Walgrove Ave., Los Angeles, CA 90006	Pacific	11	921	135	1056	81	90	171	36	59	95	60	60	1098	284	0	1098				284	1098	0	1098			284	1382
Verdugo Hills Pool	10854 Irma Ave., Tujunga, CA 91042	Valley	7	381		381			0			0			0	381	0	381				0	381	0	381			0	381
Westchester Pool	9100 Lincoln Blvd., Los Angeles, CA 90045	Pacific	11	775		775			0			0			0	775	0	775				0	775	0	775			0	775
Westwood Pool	1390 Sepulveda Blvd., Los Angeles, CA 90025	Pacific	5	391	99	490	81	54	135	68	25	93	5	5	545	178	0	545				178	545	0	545			178	723
Woodland Hills Pool	5868 Shoup Ave., Woodland Hills, CA 91367	Valley	3	965	31	996			0			0			0	965	0	965				0	965	0	965			0	996
Yosemite Pool	1840 Yosemite Dr., Los Angeles, CA 90041	Metro	14	599	43	642			0			0			0	599	43	599				43	599	43	599			43	642
Total Aquatics (includes Swim LA)				36,073	2,073	38,146	2,159	889	3,048	1,097	666	1,763	1,369	0	40,698	3,628	0	40,698				3,628	40,698	0	40,698			3,628	44,236

**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.  
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200 N. Main St., Suite 800  
Los Angeles, CA 90012-4137

Richard H. Llewellyn, Jr.  
City Administrative Officer  
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Michael A. Shull  
Department of Recreation and Parks  
221 North Figueroa Street, Suite 350  
Los Angeles, CA 90012

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Chief Legislative Analyst  
200 N. Spring Street, Room 255  
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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**

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**LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC  
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John Harper  
Chief Operating Officer  
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Los Angeles, CA 90024

Tanja Olano  
Chief Legal Officer  
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Los Angeles, CA 90024

**EXHIBIT C**  
**FIFTH AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING C-129859**

**FIFTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING NUMBER C-129859**

**BETWEEN  
THE CITY OF LOS ANGELES,  
LOS ANGELES 2024 EXPLORATORY COMMITTEE  
AND  
THE UNITED STATES OLYMPIC COMMITTEE  
REGARDING THE LOS ANGELES ORGANIZING COMMITTEE  
OF THE 2028 OLYMPIC AND PARALYMPIC GAMES**

This Fifth Amendment to the Memorandum of Understanding C-129859 between the City of Los Angeles, Los Angeles 2024 Exploratory Committee and the United States Olympic Committee Regarding the Los Angeles Organizing Committee of the 2028 Olympic and Paralympic Games (this “Fifth Amendment”) 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”), the United States Olympic and Paralympic Committee, formerly known as the United States Olympic Committee, a Congressionally chartered nonprofit corporation (the “USOPC”), and the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (the “OCOG”), a California nonprofit public benefit corporation, the successor in interest of the Los Angeles 2024 Exploratory Committee, a California nonprofit public benefit corporation which began doing business as the Los Angeles 2028 Candidature Committee on July 31, 2017 (“LA28”). Collectively, these entities shall be known herein as the “Parties” or individually as a “Party.”

**WITNESSETH**

WHEREAS, on August 16, 2017, the Parties entered into a certain Memorandum of Understanding Regarding the Los Angeles Organizing Committee of the 2028 Olympic and Paralympic Games (“MOU”) to memorialize the relationship, roles, and responsibilities between and among the Parties with respect to hosting the 2028 Olympic and Paralympic Games (“2028 Games”);

WHEREAS, the MOU provided that in the event the City was selected by the International Olympic Committee (the “IOC”) to host the 2028 Games, LA28 would be reconstituted into the OCOG, and that the OCOG would be the successor in interest of LA28 and be bound by all of LA28’s rights, responsibilities, duties, and obligations;

WHEREAS, on September 13, 2017, the IOC approved the City of Los Angeles as the host of the 2028 Games;

WHEREAS, once the City of Los Angeles was awarded the opportunity to host the 2028 Games, the Parties began cooperating with one another and the OCOG in good faith to negotiate



and obtain necessary approvals for entering into a definitive Los Angeles 2028 Games Agreement (“Games Agreement”);

WHEREAS, the Parties entered into a First Amendment to this MOU on or about September 14, 2019, for the purpose of extending the deadline to enter into a definitive Los Angeles 2028 Games Agreement to March 14, 2020;

WHEREAS, due to the outbreak of novel coronavirus 2019 (“COVID-19”) and resulting global pandemic, the Parties entered into a Second Amendment for the purpose of extending the deadline to enter into a definitive Los Angeles Games Agreement to March 14, 2021;

WHEREAS, due to the continued outbreak of COVID-19, and resulting global pandemic, the Parties executed a Third Amendment for the purpose of extending the deadline to enter into a definitive Los Angeles Games Agreement to October 1, 2021;

WHEREAS, due to the ongoing and continued outbreak of COVID-19, and ongoing and resulting global pandemic, the Parties executed a Fourth Amendment for the purpose of extending the deadline to enter into a definitive Los Angeles Games Agreement to November 1, 2021, in order to continue to negotiate in good faith in working toward finalizing the Games Agreement;

WHEREAS, the Parties are now desirous of entering into this Fifth Amendment for the purpose of extending the deadline to December 8, 2021 in order to permit Council to consider the Games Agreement;

NOW THEREFORE, the Parties hereby agree that the MOU be amended as follows:

1. Section 3, “Cooperation,” is hereby deleted in its entirety and replaced with the following:

Section 3. Cooperation. In the event that the City is awarded the opportunity to host the 2028 Games, the Parties shall cooperate with one another and the OCOG in good faith to negotiate, obtain all necessary approvals for and enter into the Los Angeles 2028 Games Agreement no later than December 8, 2021. This Los Angeles 2028 Games Agreement shall include the 2028 YOUTH SPORT PARTNERSHIP that was executed on March 18, 2020 (C-135291) which includes terms of the OCOG’s support for a youth sports program that aims to significantly enhance the opportunities for the City’s youth to access City sport programming.

2. Except as amended by this Fifth Amendment, all other terms and conditions of the MOU shall remain in full force and effect.

3. This Fifth Amendment consists of 6 pages. The MOU is hereby incorporated by reference, in its entirety, into this Fifth Amendment.
4. In the event of an inconsistency between any of the provisions of this Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and MOU, the inconsistency shall be resolved by giving precedence in the following order:
  1. This Fifth Amendment to Memorandum of Understanding Regarding the Los Angeles Organizing Committee of the 2028 Olympic and Paralympic Games.
  2. Fourth Amendment to Memorandum of Understanding Regarding the Los Angeles Organizing Committee of the 2028 Olympic and Paralympic Games.
  3. Third Amendment to Memorandum of Understanding Regarding the Los Angeles Organizing Committee of the 2028 Olympic and Paralympic Games.
  4. Second Amendment to Memorandum of Understanding Regarding the Los Angeles Organizing Committee of the 2028 Olympic and Paralympic Games.
  5. First Amendment to Memorandum of Understanding Regarding the Los Angeles Organizing Committee of the 2028 Olympic and Paralympic Games.
  6. Memorandum of Understanding Regarding the Los Angeles Organizing Committee of the 2028 Olympic and Paralympic Games.

**[Signature page follows.]**

*(Remainder of page intentionally left blank.)*

IN WITNESS WHEREOF, the Parties hereto have caused this Fifth Amendment 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

By: \_\_\_\_\_  
NURY MARTINEZ  
President, Los Angeles City Council

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

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND  
PARALYMPIC GAMES 2028, Successor in Interest of the LOS ANGELES 2024  
EXPLORATORY COMMITTEE**

By: \_\_\_\_\_  
CASEY WASSERMAN  
Chairperson

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

**UNITED STATES OLYMPIC AND PARALYMPIC COMMITTEE**

By: \_\_\_\_\_  
SARAH HIRSHLAND  
Chief Executive Officer

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

**Exhibit A**

**Addresses for Notices**

**THE CITY OF LOS ANGELES**

Eric Garcetti  
Los Angeles Mayor  
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Michael N. Feuer  
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**UNITED STATES OLYMPIC AND PARALYMPIC COMMITTEE**

Chris McCleary  
General Counsel  
1 Olympic Plaza  
Colorado Springs, CO 80909