

APPROVED
JUN 05 2019

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 19-101

DATE June 5, 2019

C.D. #

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CITYWIDE AQUATICS FACILITIES – AGREEMENT WITH THE LOS ANGELES PARKS FOUNDATION AND LOS ANGELES 2028 FOR FUNDING IN SUPPORT OF SWIMLA 2019; ACCEPTANCE OF GRANT

AP Diaz APD * S. Piña-Cortez _____
H. Fujita _____ C. Santo Domingo _____
V. Israel _____ N. Williams _____



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks (RAP) to accept and receive a grant from the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (LA 2028) in the amount of One Million, Three Hundred Sixty-Seven Thousand, Nine Hundred and Fifty-Five Dollars (\$1,367,955.00), to be used to support the SwimLA 2019 Program for direct operating expenses related to expanding staff and facility hours and for subsidization of swim program scholarships for youth from eligible low-income households, as more fully set forth in the Three Party Agreement (Agreement) attached hereto as Attachment 1 (“Grant”);
2. Approve the Agreement, substantially in the form set forth in Attachment 1 to this Report, between RAP, the Los Angeles Parks Foundation (LAPF), and LA 2028 for the acceptance of the Grant, subject to approval of the Mayor and City Council pursuant to Los Angeles Administrative Code Section 14.7 et seq., as may be amended, and approval of the City Attorney as to form;
3. Authorize RAP’s General Manager to execute the Agreement upon receipt of the necessary approvals.

SUMMARY

In 2018, LA 2028 provided funding to support SwimLA in the amount of One Million, Three Hundred Ten Thousand Dollars (\$1,310,000.00). RAP succeeded in nearly doubling swim class enrollment from 18,193 to 36,073. The success of SwimLA in 2018 has encouraged RAP to refine and expand its program in 2019 (“SwimLA 2019”), and LA 2028 has agreed to continue

BOARD REPORT

PG. 2 NO. 19-101

financial support at an increased level of One Million, Four Hundred Fifty-Seven Thousand, Nine Hundred and Fifty-Five Dollars (\$1,457,955.00)

In an effort to continue youth participation in SwimLA aquatics classes, LA 2028 will provide portions of such funding to RAP and the LAPF to financially support SwimLA during the 2019 summer swim season at various aquatics facilities operated by RAP through the Grant. LA 2028 will provide One Million, Three Hundred Sixty-Seven Thousand, Nine Hundred and Fifty-Five Dollars (\$1,367,955.00) in Grant funds to RAP to pay SwimLA 2019 direct program expenses related to expanding staff and facility hours and to subsidize swim scholarships for youth from eligible low-income households. Ninety Thousand Dollars (\$90,000.00) will be provided to LAPF to pay for contracted marketing and promotional services aimed at increasing youth participation in SwimLA during the 2019 summer swim season.

To commence marketing and promotion efforts as soon as possible, the LAPF portion of the funds (\$90,000.00) will be used to coordinate program promotion and marketing efforts with RAP and LA 2028, and use its share of the funding received exclusively for the promotion of SwimLA through various media. LAPF is working to maximize public outreach through direct contracts with marketing firms with the objective of increasing youth participation in SwimLA.

In accordance with the payment schedule included in the proposed Agreement's Section 3 (Funding Requirements), the funding allocated to RAP will be disbursed within fifteen (15) days of receipt of complete payment request.

RAP will use its share of LA2028 funding to pay for SwimLA program expenses, including pool managers, lifeguards, pool clerks, and locker room attendant staff; as well as to provide swim scholarships to eligible youth from low-income households. RAP's portion of the LA 2028 funding will be combined with grant funds awarded to RAP by the LA84 Foundation (LA84) and Kaiser Foundation Hospitals Southern California (Kaiser), basically allowing RAP to optimize available resources to increase youth participation in the 2019 Summer swim season. The Aquatics Division is tracking expenditures and participation data through a monthly activity update report included in the proposed Agreement as Annex 4.

With the Board of Recreation and Park Commissioners' (Board) approval of the proposed Agreement, the Aquatics Division will continue to coordinate with LAPF and LA 2028, with confidence that additional, necessary funding and resources will continue to be available to facilitate the continued expansion of summer swim programming.

FISCAL IMPACT

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

BOARD REPORT

PG. 3 NO. 19-101

This report was prepared by Jimmy Kim, Superintendent, Citywide Aquatics Division.

LIST OF ATTACHMENTS/EXHIBITS

Proposed Agreement

**THREE PARTY AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES,
THE LOS ANGELES PARKS FOUNDATION,
AND LOS ANGELES ORGANIZING COMMITTEE
FOR THE OLYMPIC AND PARALYMPIC GAMES 2028
FOR GRANT FUNDING IN SUPPORT OF
SWIMLA 2019**

THIS AGREEMENT (“AGREEMENT”) is entered into this ___ day of _____, 2019, by and between the City of Los Angeles (“CITY”), a municipal corporation acting by and through its Department of Recreation and Parks (“RAP”), the Los Angeles Parks Foundation, a California nonprofit public benefit corporation (“LAPF”), and the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (“LA 2028”), to provide financial support to expand youth enrollment in RAP aquatics programs. RAP, LAPF and LA 2028 may each be referred to individually as “PARTY” and/or collectively as the “PARTIES.” RAP and LAPF are collectively referred to as “GRANTEE”. The later of the execution date of this AGREEMENT or the date upon which approval of this AGREEMENT by the International Olympic Committee (“IOC”) is received pursuant to Section 19 below shall be referred to herein as the “EFFECTIVE DATE.”

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

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

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

WHEREAS, the PARTIES acknowledge that expenses funded in this AGREEMENT for SWIMLA 2019, as a signature program, may be different than expenses funded through any grant agreement reached with GRANTEE to fulfill LA 2028’s YOUTH SPORT COMMITMENT; and

WHEREAS, RAP operates certain year-round and summer seasonal aquatic programs and will implement such aquatics programs at various RAP pools, swim facilities, and open water areas in Summer 2019; and

WHEREAS, in 2018 RAP successfully launched SwimLA, an aquatic youth program to provide affordable swim lessons for kids throughout the City; and

WHEREAS, in 2018 RAP successfully doubled its enrollment from 18,193 in 2017 to 36,073 through the expansion of swim hours and instruction at various Citywide pools; and

WHEREAS, in 2018 LA 2028 provided funding to support SwimLA; and

WHEREAS, LA 2028 has agreed to provide financial support to support the City's 2019 SwimLA program to achieve 40,000 enrollments; and

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

WHEREAS, in advance of the completion of the LA 2028 Games Agreement, GRANTEE have collectively requested funding from LA 2028 in the amount of one million, four hundred and fifty seven thousand, nine hundred fifty-five dollars \$1,457,955, which amount shall be credited against LA 2028's YOUTH SPORTS COMMITMENT in the Los Angeles 2028 Games Agreement; and

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

WHEREAS, a portion of the grant in the amount of up to one million, three hundred and sixty seven thousand, nine hundred and fifty-five dollars (\$1,367,955) ("RAP FUNDING") shall be used by RAP for SwimLA 2019 direct program expenses related to expanding staff and facility hours and to subsidize swim scholarships for youth from eligible low-income households; and

WHEREAS, a portion of the grant in the amount of ninety thousand dollars (\$90,000) ("LAPF FUNDING") shall be used by LAPF for the promotion of SwimLA 2019 through various media and marketing outreach efforts to maximize public engagement through direct contracts with one or more marketing firms, to increase youth participation in the SwimLA 2019 program;

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

1. **GRANT**

- A. Pursuant to the terms and conditions of this AGREEMENT, LA 2028 shall grant to RAP and LAPF a sum of no more than one million, four hundred and fifty seven thousand, nine hundred and fifty-five dollars (\$1,457,955) (the "GRANT"), as set forth in Section 3 below.
- B. LA 2028 is awarding the GRANT in reliance on the written project plan submitted by GRANTEE to LA 2028, attached hereto as Annex 1 and incorporated by reference herein (the "PROJECT PLAN"). As of the EFFECTIVE DATE, the PROJECT PLAN includes activities of the type specified in Section 170(c)(2)(B) of the Internal Revenue Code. Accordingly, the GRANTEE shall notify LA 2028 immediately, in writing, of any material change in the facts set forth in the PROJECT PLAN. Unless RAP and LAPF have obtained the prior written approval of LA 2028, GRANT funds (including any interest income derived from the deposit and/or investment of GRANT funds, "GRANT FUNDS") are to be expended solely for the purposes, activities, items, contractors (if any) and amounts outlined in the PROJECT PLAN. All GRANT FUNDS must be expended for charitable, educational, religious, and other exempt purposes specified in Section 501(c)(3) of the Internal Revenue Code.
- C. GRANTEE shall act in accordance with the fiduciary duty attached to the receipt and expenditure of GRANT FUNDS intended to benefit the public. Consistent with that fiduciary duty and the public trust from which it flows, GRANTEE shall ensure the proper expenditure at all levels of all GRANT FUNDS pursuant to this AGREEMENT. All expenditures shall be the result of arm's length transactions and not the result of, or motivated by, self-dealing on the part of a GRANTEE or LA 2028, or any employee or agent of a GRANTEE or LA 2028. GRANTEE shall not offer or provide money, the promise of advantage or other things of value directly or indirectly to anyone in order to unlawfully influence any decision or action relating to the PROJECT PLAN, GRANTEE or LA 2028.
- D. In addition to the limitations set forth above, GRANT FUNDS may never be used:
- (i) To support a political campaign, party or to candidate for public office, or to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive;
 - (ii) To support or attempt to influence any government legislation, or carry on propaganda, within the meaning of Section 4945(d)(1) of the Internal Revenue Code;
 - (iii) To reimburse expenses incurred prior to the GRANT PERIOD (defined in Section 6, below).

- (iv) In violation of, or in support of activities violating, APPLICABLE LAW (defined in Section 2(xiv), below).
- (v) To make a sub-grant which does not comply with Section 4945(d)(3) or (4), or for purposes other than those specified in Section 170(c)(2), of the Internal Revenue Code (26 U.S.C. §§1 et seq.).
- (vi) To undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Internal Revenue Code.

2. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

A. RAP hereby represents, warrants and covenants that:

- (i) RAP does and will maintain its swim and pool facilities in a safe and clean manner.
- (ii) RAP's swim facilities are and shall be used exclusively for public recreation and play activities for so long as the swim facilities remain open to the public.
- (iii) RAP's swim sessions for Summer 2019 will occur as follows:
 - Session 1: June 17 - June 28(Monday through Friday)
 - Session 2: July 1 - July 12 (Monday through Friday)
 - Session 3: July 15 - July 26 (Monday through Friday)
 - Session 4: July 29 - August 09 (Monday through Friday)
 - Session 5: August 12 - August 23 (Monday through Friday)
- (iv) All RAP aquatics staff shall have completed fingerprint submissions and cleared a background check prior to providing aquatics related services under the SwimLA 2019 program. A certification of such clearances will be made available to LA 2028 prior to the commencement of the program, to the extent permitted by law, using the form provided in Annex 2.
- (v) RAP aquatics life-saving staff (including lifeguards and instructors) involved in providing the aquatics related services under the SwimLA 2019 program shall complete the following training classes:
 - First Aid and CPR;
 - Mandated Reporters - Reporting Suspected Child Abuse;
 - Sexual Harassment;
 - Discrimination Complaint Procedure;
 - California Code of Regulations, Title 22, Division 9, Chapter 1.5 - First aid standards for Public Safety Personnel
 - Patron and Facility Safety Training, Emergency Response (i.e. Active Shooter, Earthquake, Fire, Flood, and Civil Disturbance);

- Workplace Violence Prevention and Response;
 - Acceptable and Unacceptable Employee Conduct; and
 - Customer Service.
- (vi) All RAP aquatics staff other than life-saving staff (including clerks and locker room attendants) involved in providing the aquatics related services under the SwimLA 2019 program shall complete the following training classes:
- Mandated Reporters - Reporting Suspected Child Abuse;
 - Sexual Harassment;
 - Discrimination Complaint Procedure;
 - Patron and Facility Safety Training, Emergency Response (i.e. Active Shooter, Earthquake, Fire, Flood, and Civil Disturbance);
 - Workplace Violence Prevention and Response;
 - Acceptable and Unacceptable Employee Conduct; and
 - Customer Service.
- (vii) Prior to providing aquatics-related services under the SwimLA 2019 program, all such RAP aquatics staff shall be certified to have completed the training classes specified in Subsections 2(A)(v) and 2(A)(vi). A copy of such certifications will be made available to LA 2028 prior to the commencement of the program using the form provided in Annex 2.
- (viii) To ensure a safe and a healthy environment, RAP will provide a ratio of 1:7 management staff per pool facility and a ratio of 1:10 swim instructors per swim students for all SwimLA 2019-related activities carried out according to the PROJECT PLAN (the "ACTIVITIES"). No volunteers shall be utilized to carry out the ACTIVITIES.
- (ix) RAP shall provide swim scholarships to eligible youth who have a financial need on a first come-first served basis. All participants at pools in low income neighborhoods (identified in the PROJECT PLAN) will be deemed to qualify for financial need; at all other pools, financial need shall be recorded on a self-certification form that certifies the participant receives a free or reduced lunch from a public school or has a household income of less than \$62,000 dollars per year. ("QUALIFIED SWIM SCHOLARSHIPS"). A copy of such certification (an example of which is provided in Exhibit D(1)) to Annex 1 will be made available to LA 2028 for every scholarship invoiced to LA 2028, with such redactions as may be required by law and to the extent permitted by law.
- (x) RAP shall ensure that at least the same number of swim classes offered in 2017 will be offered in 2019, that additional swim classes will be offered during all extended hours funded by LA 2028 in 2019, and that RAP will not invoice any swim class scholarships during the extended hours of operation when such session has less than 5 participants enrolled and there shall be

no additional reimbursed operational expenses to LA2028 for any such pool operation where there is less than 5 participants.

- (xi) At all times relevant herein, the CITY is, has been and will be a tax-exempt municipal corporation.
- (xii) RAP has obtained all required approvals, consents and authorizations and RAP is authorized to enter into and perform under this AGREEMENT.
- (xiii) This AGREEMENT constitutes a legal, valid and binding obligation of RAP, and does not violate any provisions of RAP's charter, ordinances, or rules; nor any laws or regulations; nor any orders, writs, judgments, decrees, determinations or awards to which RAP is a party (collectively, "ORDERS").
- (xiv) RAP shall maintain, in full force and effect, all required governmental or professional licenses, approvals, consents, permits, authorizations and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this AGREEMENT, the PROJECT PLAN and the ACTIVITIES.
- (xv) RAP has complied, and shall at all times during the GRANT PERIOD comply, in all material respects in the provision of the PROJECT PLAN and the ACTIVITIES, with all applicable local, state and federal laws, regulations, ORDERS and other governmental actions ("APPLICABLE LAW").
- (xvi) RAP does not and shall not discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry or political affiliation.
- (xvii) No audit, investigation, proceeding or other inquiry is pending by the Internal Revenue Service, the Franchise Tax Board or the Attorney General of any state with respect to RAP.

B. LAPF hereby represents, warrants and covenants that:

- (i) Pursuant to the terms and conditions of this AGREEMENT, LAPF shall contract with marketing firms ("CONTRACTORS"), and shall make associated invoice payments directly to such CONTRACTORS for costs and expenses related to the outreach, advertising, and marketing of the SwimLA 2019, with the goal to expand youth enrollment, at no additional expense to RAP.
- (ii) At all times relevant herein, LAPF is, has been and will be a California nonprofit corporation.
- (iii) LAPF is authorized to enter into and perform under this AGREEMENT.

- (iv) This AGREEMENT constitutes a legal, valid and binding obligation of LAPF, and does not violate any provisions of LAPF’s articles of incorporation, bylaws, ordinances, or rules; nor any laws or regulations; nor any Orders to which LAPF is a party.
- (v) LAPF has complied, and shall at all times during the GRANT PERIOD comply, in all material respects with all APPLICABLE LAW.
- (vi) LAPF does not and shall not discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry or political affiliation.
- (vii) No audit, investigation, proceeding or other inquiry is pending by the Internal Revenue Service, the Franchise Tax Board or the Attorney General of any state with respect to LAPF.

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

3. FUNDING REQUIREMENTS

A. Funding Amount and Timing:

Subject to GRANTEE’S compliance with the terms and conditions of this Agreement, LA 2028 shall make payments of the GRANT to RAP and LAPF, within fifteen (15) days of receipt of a complete PAYMENT REQUEST, in the amounts specified below:

<i>To LAPF for Marketing Expenses</i>		<i>Up to \$90,000</i>
<i>To RAP for Summer 2019 sessions 1-5</i>	<i>Allowable Expenses for Additional Swim Classes</i>	<i>Up to \$613,955</i>
	<i>QUALIFIED SWIM SCHOLARSHIPS</i>	<i>Up to \$733,300</i>
	<i>Allowable Expenses for Water Safety Presentations</i>	<i>Up to \$20,700</i>
Total Funding		Up to \$1,457,955

The funding schedule above constitutes an estimate of the GRANTEE’s needs based upon the PROJECT PLAN, subject to the terms and conditions of this AGREEMENT, including the funding conditions below.

B. Funding Conditions:

- (i) LAPF FUNDING: Up to \$90,000 shall be provided to LAPF for the purposes set forth in the PROJECT PLAN, Exhibit A to Annex 1, provided LAPF provides evidence to LA 2028 of the expenses incurred in accordance with the PROJECT PLAN, Exhibit A to Annex 1, and to the extent such expenses do not equal or exceed the amount of the LAPF FUNDING, LA 2028 shall fund such lesser amount as evidenced.
- (ii) RAP FUNDING: Up to \$1,367,955 shall be provided to RAP for the purposes set forth in the PROJECT PLAN, Exhibits B, C and D to Annex 1, provided RAP submits a PAYMENT REQUEST (defined below) providing evidence to LA 2028 of the allowable expenses incurred for additional swim classes (Exhibit B) and water safety presentations (Exhibit C), and QUALIFIED SWIM SCHOLARSHIPS (Exhibit D) funded in accordance with the PROJECT PLAN, and to the extent such expenses and/or scholarships are less than the amount of the RAP FUNDING, LA 2028 shall fund such lesser amount as evidenced by the PAYMENT REQUEST.
- (iii) PAYMENT REQUEST: The written request by the GRANTEE for GRANT FUNDS (a "PAYMENT REQUEST") shall be made using the invoice form provided in Annex 3, which includes:
 - a. Certification that certain conditions of the Agreement have been met; and
 - b. Evidence of allowable expenses incurred. Per calculations provided in PROJECT PLAN, Exhibit D to Annex 1, each Qualified Swim Scholarship for increased participation (2019 enrollment in excess of 2017 enrollment) at each participating pool may be invoiced at a rate of \$33.33.

4. **INSURANCE**

- A. No later than the EFFECTIVE DATE and for the duration of the GRANT PERIOD, and for such period after during which claims may reasonably be expected, GRANTEE shall maintain, and ensure that any third-party partners, contractors or subcontractors maintain, insurance coverage sufficient to cover the risks and any potential omissions with respect to the conduct of the SwimLA 2019 program, ACTIVITIES, facilities (including any third party facilities where ACTIVITIES may occur), or the activities of the GRANTEE. Required coverage includes, at a minimum, comprehensive general liability, improper sexual conduct liability, and volunteer liability, each with a minimum limit of \$5 million per occurrence; and professional liability; worker's compensation; property; automobile; and crime and fidelity coverage in adequate amounts. GRANTEE may self-insure these risks.
- B. Upon request of LA 2028, GRANTEE shall provide to LA 2028 the respective policy or policies of insurance carried by or otherwise benefitting RAP and/or LAPF, or written evidence thereof, if applicable, satisfactory to LA 2028.

- C. Except in the circumstance where GRANTEE is self-insured, GRANTEE shall each name LA 2028 as an additional insured on all policies of insurance carried by such PARTY that provide coverage related to the RAP FUNDING, LAPF FUNDING, SwimLA 2019, facilities and ACTIVITIES, including those policies providing the coverage described in Section 4.A, and provide LA 2028 with certificates of insurance evidencing the same. All such insurance policies shall include a waiver of any right to subrogation against LA 2028 in accordance with clause D below. If RAP chooses to self-insure as and through the City of Los Angeles, RAP will provide LA 2028 with evidence of such self-insurance.
- D. Each of RAP and LAPF, respectively, waives its right to recover damages against LA 2028 for any loss, damage or liability against which each of RAP and LAPF is required to be insured under Section 4.A. The effect of such release and waiver is not limited by the amount of insurance carried or required, or by any applicable deductibles. Each of RAP and LAPF agrees to cause its insurance carriers to waive any right to subrogation on the part of the insurer against LA 2028.
- E. GRANTEE shall immediately notify LA 2028 in writing, to the extent permitted by law, of any accident or injury relating to SwimLA 2019 or the ACTIVITIES that requires medical treatment of personnel, any program participant(s) or third party(s), or of any other circumstances, which accident, injury or circumstances may reasonably be anticipated to lead to a claim involving LA 2028.
- F. GRANTEE shall immediately notify LA 2028 in writing in the event that (i) it becomes aware that either RAP or LAPF has failed to comply with APPLICABLE LAW, or that a violation of APPLICABLE LAW has occurred, or (ii) GRANTEE has been notified that there is reasonable suspicion that GRANTEE has failed to comply with APPLICABLE LAW or a violation of APPLICABLE LAW has occurred, in each case which arises out of or relates to SwimLA 2019, ACTIVITIES or this AGREEMENT.

5. **NOTICES**

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

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

LAPF: The Los Angeles Parks Foundation
2650 North Commonwealth Avenue
Los Angeles, CA 90027
Attn: Carolyn Ramsey, Executive Director
E-mail: Carolyn.ramsey@laparksfoundation.org

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

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

6. **TERM**

The performance period under this AGREEMENT shall commence upon the EFFECTIVE DATE, and shall expire one (1) year from the EFFECTIVE DATE, except for those provisions of this AGREEMENT that by their terms require performance by a PARTY after termination of this AGREEMENT, including provisions related to termination, waiver of subrogation and indemnification, audit, evaluation, governing law and dispute resolution, which shall survive any termination of this AGREEMENT. Notwithstanding the foregoing, GRANT FUNDS may be applied only to expenses incurred between April 30, 2019 and December 31, 2019, unless otherwise agreed to in writing by LA 2028 and GRANTEE (the "GRANT PERIOD").

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

- A. Throughout the GRANT PERIOD, RAP and LAPF agree to maintain complete, accurate and current operating and financial books, records, and related documentation regarding ACTIVITIES relating to the GRANT and the performance under this AGREEMENT, and further agree to allow LA 2028 and its representatives, upon prior written notification to RAP, LAPF, and City Council, and at LA 2028's expense (which, for the avoidance of doubt, shall be credited against LA 2028's YOUTH SPORTS COMMITMENT in an amount not to exceed 5 percent of the GRANT), reasonable access to review, copy and audit such books, records, and other documentation as they relate to the GRANT and the implementation of this AGREEMENT throughout the GRANT PERIOD and for five (5) years following the GRANT PERIOD (such period, the "ACCESS PERIOD"). This documentation may be provided electronically (i.e. on a flash drive or via email).

- B. GRANTEE understands that LA 2028 is required to appear quarterly and upon request before the City Council to provide a briefing on, inter alia, LA 2028's support for youth sport programs increasing access to sport for CITY youth. LA 2028 is further required to submit an annual report to the CITY similarly covering LA 2028's support for such programs. Additionally, LA 2028 has reporting requirements to its Board of Directors and to the IOC regarding the same. GRANTEE agrees to cooperate fully and timely with any reasonable LA 2028 requests for information reasonably necessary for LA 2028 to fulfill such requirements. GRANTEE further acknowledges that LA 2028 may share any information provided under this AGREEMENT with its accountants, attorneys, advisors, representatives, agents, affiliates and other third parties (including without limitation the IOC, International Paralympic Committee, USOC, any joint venture between the USOC and LA 2028, and any sponsors of the foregoing), provided to the extent any personally identifiable information is included it shall be redacted.
- C. If GRANTEE is audited by its internal audit department or by a third party and such audit covers any transactions, expenditures or accounting relating to the ACTIVITIES, PROJECT PLAN, GRANT or AGREEMENT, GRANTEE will notify LA 2028 and provide such audit report to LA 2028 upon request.

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

- A. LA 2028 may, in its discretion and upon the provision of written notice as provided in Subsection (C) below, (x) discontinue, modify or withhold payments to be made pursuant to Section 3 of this Agreement; (y) require a total or partial return of GRANT FUNDS, expended or unexpended; and/or (z) terminate this AGREEMENT, in the event that:
- (i) GRANTEE violates or fails to carry out any material provision of this AGREEMENT;
 - (ii) GRANTEE is unable to expend the GRANT FUNDS for approved purposes, or has terminated, concluded, abandoned or cancelled the ACTIVITIES;
 - (iii) Any portion of the GRANT FUNDS is used for a purpose prohibited by Section 1, or is otherwise not used for the purposes, activities, items, contractors and amounts outlined in the PROJECT PLAN;
 - (iv) There are any material changes to the facts set forth in the PROJECT PLAN or in any other information or documents submitted to LA 2028, which could potentially and materially impact the progress or outcome of the GRANT, including, by way of example and not limitation, changes in GRANTEE'S senior management, organization, control, budget or tax status;
 - (v) A claim, suit, audit, proceeding, cause of action or investigation relating to the ACTIVITIES is filed or brought against GRANTEE, LA 2028, and/or their respective directors, officers, employees, contractors or third party representatives, relating to circumstances which, if known prior to the

EFFECTIVE DATE would have caused a reasonable party not to enter into this AGREEMENT;

- (vi) Either PARTY knows or has been notified there is a reasonable suspicion of a violation of APPLICABLE LAW related to the ACTIVITIES, PROJECT PLAN, any SUPPLEMENTAL PROJECT PLAN or this AGREEMENT;
- (vii) GRANTEE misrepresents a material fact in regard to the ACTIVITIES, PROJECT PLAN, any SUPPLEMENTAL PROJECT PLAN or this AGREEMENT;
- (viii) GRANTEE fails to maintain or provide access to any material records as required to be maintained or provided under Section 7;
- (ix) Such action is necessary to comply with APPLICABLE LAW.

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

- B. GRANTEE shall immediately provide written notice to LA 2028 upon becoming aware of an event described above in Section 8(A).
- C. Any GRANT FUNDS received by GRANTEE that have not been used or committed prior to the earlier of the expiration of the GRANT PERIOD and the termination of this AGREEMENT, shall be returned promptly to LA 2028, and in no event later than December 31, 2019.
- D. Prior to discontinuing, modifying or withholding payments, or requiring a total or partial return of GRANT FUNDS, or terminating this AGREEMENT, LA 2028 shall give GRANTEE written notice of such event of default. If GRANTEE does not cure said default to LA 2028's reasonable satisfaction within thirty (30) days after notice, LA 2028 may, in its discretion, undertake any of the remedies listed in Subsection (A) above or any other remedies provided by APPLICABLE LAW, to the extent such remedy is reasonably related to the event of default.

9. PUBLICITY & RECOGNITION

The PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of the SWIMLA 2019 and/or this AGREEMENT. GRANTEE shall not represent, directly or indirectly, that SWIMLA 2019 or its ACTIVITIES are in any way associated with the 2028 GAMES or LA 2028, or that any product or service provided has been endorsed or approved by them, including by publishing or issuing any statement (factual or otherwise) about the GAMES or LA 2028, without LA 2028's prior written consent. The restrictions in this section shall not apply to any response, lawfully required and provided by RAP, in accordance with the California Public Records Act.

10. **USE OF MARKS**

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

11. **INJUNCTIVE RELIEF**

Each of RAP and LAPF acknowledge that Olympic- and Paralympic-related marks (including the logo(s) and any other LA 2028 intellectual property) possess special, unique and extraordinary characteristics that may make difficult the assessment of monetary damages that would be sustained as a result of a GRANTEE's unauthorized use or misappropriation thereof. Each of RAP and LAPF recognizes that irreparable injury would be suffered by LA 2028 in the event of a GRANTEE's unauthorized use or misappropriation of Olympic- or Paralympic-related marks, and therefore agrees that, notwithstanding LA 2028's right to exercise any available remedy, in such event LA 2028 shall have the right to obtain from any court of competent jurisdiction, injunctive and other equitable relief as appropriate. If LA 2028 seeks injunctive or other equitable relief in the event of a breach or threatened breach of this AGREEMENT by RAP or LAPF involving an unauthorized use of Olympic- or Paralympic-related marks (including the logo(s) and any other LA 2028 intellectual property), such GRANTEE shall not allege in any such proceeding that LA 2028's remedy at law is adequate. If LA 2028 seeks any equitable remedies (including injunctive relief), it shall not be precluded or prevented from seeking remedies at law, nor shall LA 2028 be deemed to have made an election of remedies. In no case shall RAP or LAPF be liable to LA 2028 for exemplary damages.

12. **RELATIONSHIP OF PARTIES**

The PARTIES agree that no PARTY shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other PARTY, except as expressly provided herein. The PARTIES are independent entities and this AGREEMENT is not intended to be, nor shall it be construed, as a joint venture, association, partnership, or other form of a business organization or agency relationship. No employee, agent or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee or officer of another PARTY. As between the LA 2028 and the other PARTIES, RAP is solely responsible for the design, implementation, oversight and management of the SwimLA 2019 and all ACTIVITIES, as well as the content and dissemination of any products or material supported by the GRANT. Other than providing the GRANT, LA 2028 shall not have any programmatic, oversight, management, financial responsibility, or any other responsibility of any kind in connection with the AGREEMENT, SwimLA 2019 and ACTIVITIES.

13. **DISCLAIMER**

It is expressly understood by PARTIES, that no director, member, officer, employee or other representative of any of the PARTIES shall incur any financial responsibility or liability of any kind or nature whatsoever, in connection with this AGREEMENT, or any amendment and/or subsequent agreement regarding the subject matter hereof. LA 2028 shall have no liability for any debts, liabilities, deficits or cost overruns of RAP and/or LAPF. The PARTIES agree that the liability of LA 2028 hereunder shall be limited to the payment of the GRANT pursuant to the terms and conditions of this AGREEMENT. Any contracts entered into or other obligations or liabilities incurred by RAP and/or LAPF in connection with SwimLA 2019 or ACTIVITIES or otherwise relating to this AGREEMENT shall be the sole responsibility of such PARTY, and LA 2028 shall have no obligation or liability whatsoever thereunder or with respect thereto. In no case shall LA 2028 be liable to the RAP and/or LAPF or any third party for consequential damages.

14. **ENTIRE AGREEMENT**

This AGREEMENT supersedes any prior or contemporaneous oral or written understandings or communications between the PARTIES and constitutes the entire agreement of the PARTIES with respect to its subject matter. This AGREEMENT may not be amended or modified, except in a writing signed by the PARTIES.

15. **GOVERNING LAW**

This AGREEMENT has been negotiated, executed and delivered and will be performed in the State of California and shall be governed by and construed in accordance with its laws.

16. **DISPUTE RESOLUTION**

Any dispute involving this AGREEMENT will be resolved in accordance with the procedures specified in Annex 4 attached hereto.

17. **COUNTERPARTS**

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

18. **MUTUAL INDEMNIFICATION**

Except for the gross negligence or willful misconduct of any PARTY, or any of its boards, officers, agents, employees, assigns and successors in interest, each PARTY shall defend, indemnify and hold harmless the PARTIES and any of their boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and

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

19. **IOC APPROVAL**

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

20. **USOC AND IOC REQUIREMENT**

The PARTIES acknowledge and agree that RAP and LAPF shall have no right of recovery of any kind against the USOC or the IOC, or any affiliate, director, officer, employee, consultant or independent contractor of either the USOC or the IOC, under this agreement, and that its sole and exclusive recourse or remedy for any claims, demands, actions, suits or other proceedings under this agreement shall be against the assets of LA 2028 only. Each of the USOC and IOC shall be a third party beneficiary of this section with full rights of enforcement thereof. This provision will survive expiration or termination of this AGREEMENT.

21. **RECITALS**

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

22. **ASSIGNMENT**

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

23. **NO THIRD PARTY RIGHTS**

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

[SIGNATURE PAGE FOLLOWS]

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

Executed this _____ day
of _____, 20__

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

By _____
GENERAL MANAGER

Executed this _____ day
of _____, 20__

THE LOS ANGELES PARKS
FOUNDATION

By _____

Title: _____

Executed this _____ day
of _____, 20__

LOS ANGELES ORGANIZING
COMMITTEE FOR THE OLYMPIC AND
PARALYMPIC GAMES 2028

By _____

Title: _____

Approved as to Form:

Date: _____

MICHAEL N. FEUER,
City Attorney

By _____

DEPUTY CITY ATTORNEY

By _____

Title: _____

Annex 1 Project Plan

LAPF Uses

To maintain last year's level of increased enrollment and further increase enrollment by another 4,000, an advance marketing campaign is recommended prior to the program's opening. Marketing funds will support outreach events, promotional materials (e.g., banners and flyers), and branded equipment (e.g., swim caps and towels). The attached list (Exhibit A – Marketing) specifies CONTRACTORS, uses, and amounts.

[RAP to provide Exhibit A specifying CONTRACTORS, uses, and amounts totaling no more than \$90K, similar to the form used last year]

RAP Uses

Allowable Expenses for Additional Swim Classes

RAP requires funding for additional personnel to provide extended facility hours for additional swim classes. The attached spreadsheet (Exhibit B – Extended Hours and Personnel) lists the proposed extended facility hours for each pool, and the classifications of personnel who are eligible for reimbursement during those hours (provided additional swim classes are offered by these personnel during these hours, in accordance with the Agreement).

[RAP to provide Exhibit B listing the extended facility hours for each pool, and the classification of personnel who are eligible for reimbursement]

Allowable Expenses for Water Safety Presentations

RAP would like to enhance this year's program by offering water safety presentations. The attached spreadsheet provides a list of pools and when these presentations will be provided, along with eligible expenses for RAP's water safety presentations (see Exhibit C – Water Safety Presentations).

[RAP to provide Exhibit C listing which pools will be providing these presentations, when, and eligible expenses]

Qualified Swim Scholarships

RAP shall provide swim scholarships to eligible youth on a first come-first served basis, provided such candidate demonstrates a financial need. All participants at pools in low income neighborhoods (identified on the attached spreadsheet) will be deemed to qualify for financial need. At all other pools, financial need shall be assessed through a self-certification form requesting acknowledgement that the participant receives a free or

reduced lunch at the public school attended by the participant and designated on the enrollment form or has a combined family income of less than \$62,000 per year (a copy of which is attached).

The attached spreadsheet sets forth 2017 enrollment at each participating pool, and the self-certification portion of the enrollment form that will be provided to LA 2028 for each qualified scholarship offered at pools that are not in low income neighborhoods (see Exhibit D – Qualified Swim Scholarships).

[RAP to provide Exhibit D which includes (a) the Self Certification Form and (b) the Enrollment Spreadsheet where column A is the pool, with low income pools designated; column B is the 2017 enrollment; column C is left blank for 2019 enrollment, column D is left blank to calculate the increase from 2017 to 2019, column E is left blank to designate the number of participants who qualify for scholarships (all participants at low income pools and qualifying participants at all other pools); column F calculates the total number of participants eligible for LA 2028 invoicing (= column D for low income pools; = column E-D for other pools); and column G multiples column F by \$33.33.]

[insert Exhibit A – Marketing]

[insert Exhibit B – Extended Hours and Personnel]

[insert Exhibit C – Water Safety Presentations]

[insert Exhibit D (1) – Qualified Swim Scholarship; Self Certification Form]

[Insert Exhibit D (2) – Qualified Swim Scholarship; Enrollment Spreadsheet]

**Annex 2
Pre-Qualifications**

LA 2028
[10960 Wilshire Blvd., Suite 1050
Los Angeles, CA 90024
Attention: John Harper, COO]

Re: SwimLA PRE-QUALIFICATIONS

Dear Sir or Madam:

This letter references that certain THREE PARTY AGREEMENT, dated [_____], BETWEEN THE CITY OF LOS ANGELES, THE LOS ANGELES PARKS FOUNDATION, AND ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028 FOR GRANT FUNDING IN SUPPORT OF SWIMLA 2019 (“Agreement”), as amended, supplemented or modified from time to time in accordance with its terms. Capitalized terms used herein without further definition have the meanings specified in the Agreement.

In accordance with Section 2(A)(vii) of the Agreement, please find enclosed:

- (1) Copies of clearances for all RAP aquatics staff in accordance with Section 2(A)(iv) of the Agreement, and
- (2) Certifications of completed training requirements specified in Section 2(A)(v) of the Agreement for all RAP aquatics life-saving staff and Section 2(A)(vi) of the Agreement for all RAP aquatics staff other than life-saving staff.

To the extent any additional staff are added to the program after its commencement, such clearances specified in (1) above, and such certifications specified in (2) above, must be provided to LA 2028 prior to any interaction with youth in RAP’s SWIMLA 2019 program.

LA 2028 shall be entitled to rely on the foregoing representations, warranties, confirmations, acknowledgments and agreements in disbursing Grant Funds.

Sincerely Yours,

City of Los Angeles

Executed by:
Title:
Date:

**Annex 3
Invoice Form**

[to be printed on RAP letterhead]

LA 2028
10900 Wilshire Blvd., Suite 700
Los Angeles, CA 90024
Attention: John Harper, COO]

Re: SwimLA 2019 INVOICE / AGREEMENT NO. [_____]

Dear Sir or Madam:

This letter references that certain THREE PARTY AGREEMENT, dated [_____], BETWEEN THE CITY OF LOS ANGELES, THE LOS ANGELES PARKS FOUNDATION, AND ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028 FOR GRANT FUNDING IN SUPPORT OF SwimLA 2019 (“Agreement”), as amended, supplemented or modified from time to time in accordance with its terms. Capitalized terms used herein without further definition have the meanings specified in the Agreement.

Grantee hereby submits a Payment Request for allowable Grant Funds in the following amount:

SwimLA 2019 Programs	Authorized Amount	Invoiced Amount
Additional Swim Classes	Up to \$613,955	
Water Safety Presentations	Up to \$20,700	
QUALIFIED SWIM SCHOLARSHIPS	Up to \$733,300	
Total	Up to \$1,367,955	

You may remit a check for [\$total invoiced amount] made payable to RAP for the invoiced amount to the attention of:

The City of Los Angeles
Dept. of Recreation and Parks
Revenue Accounting Section MS 625-8A
P O BOX 86328
Los Angeles, CA 90086-0328
Reference: Agreement No. [_____] & Invoice No. [_____]

LA 2028 will remit payment to RAP within 30 days.
In support of the above invoiced amount, Grantee provides the following evidence of qualifying expenditures:

- (1) Additional Swim Classes. Evidence of actual payments made to allowable personnel to provide additional swim classes during extended facility hours for each participating pool set forth on the spreadsheet attached as Exhibit B to the Project Plan;
- (2) Water Safety Presentations. Evidence of actual payments made to provide water safety presentations, and confirmation that presentations were offered and attended as set forth in Exhibit C to the Project Plan; and
- (3) QUALIFIED SWIM SCHOLARSHIPS. Actual 2019 enrollment in swim classes for each participating pool identified in Exhibit D (1) to the Project Plan– with calculations provided in such Exhibit D(1) -- and a copy of the certification of financial eligibility for each scholarship provided at pools that are not in low income neighborhoods in accordance with Section 2(A)(ix) of the Agreement.

In consideration of the payment of Grant Funds by LA 2028 under the Agreement:

1. The Grantee hereby reaffirms all of its executory obligations and duties under the Agreement, including, but not limited to, its obligation to indemnify, defend and hold LA 2028 harmless from liabilities and losses pursuant to Section 17 of the Agreement, without setoff or other defense.
2. The Grantee represents and warrants that, in the performance of the Agreement and in the planning, arrangement, implementation, sponsoring and conduct of the SwimLA 2019 program, no losses, injuries or damages were sustained by or to any person or property that have not been reported in writing to LA 2028.
3. The Grantee represents and warrants (a) that no audit, investigation, proceeding or other inquiry is pending by the internal Revenue Service, the Franchise Tax Board, the Attorney General of any state or any other governmental agency with respect to the Grantee or any affiliated organization and (b) that no legal, administrative or other proceeding is pending that concerns the Grant or the Activities.
4. The Grantee acknowledges and confirms (a) that, upon payment of the Grant, LA 2028 has no further duty or obligation to the Grantee and (b) that no officer, director, employee or other representative of LA 2028 had made any statement, representation or warranty that the Grant will be renewed or extended.
5. The Grantee represents and warrants that all promotional and advertising materials produced or authorized by the Grantee relating to the Program have complied with the requirements of the Agreement.
6. The Grantee represents and warrants that the Grant has been expended solely for the purposes set forth in the Agreement.
7. The Grantee agrees to repay any portion of the Grant which is not used for the purposes set forth in the Agreement.
8. The Grantee acknowledges and confirms that background clearances for all RAP aquatics staff were provided to LA 2028 prior to the commencement of the program in accordance with Section 2(A)(iv) of the Agreement.

9. The Grantee acknowledges and confirms that certifications of completed training requirements specified in Section 2(A)(v) of the Agreement for all RAP aquatics life-saving staff and in Section 2(A)(vi) of the Agreement for all RAP aquatics staff were provided to LA 2028 prior to the commencement of the program in accordance with Section 2(A)(vii) of the Agreement.
10. The Grantee represents and warrants that the amount requested above (which shall not exceed the amount set forth in Section 3(A) of the Agreement was determined in good faith in accordance with Section 3(B)(iv) of the Agreement.
11. The Grantee represents and warrants that additional swim classes, water safety presentations and swim scholarship requests have not been subsidized by another source.
12. The Grantee represents and warrants that no legal, administrative or other proceeding involving Grantee (and for which Grantee has received service of process) shall be pending that questions the legality of the Grant.
13. The Grantee represents and warrants that it is in compliance with all material terms of the Agreement.
14. The Grantee represents and warrants that the Activities have not been modified, enhanced, reduced or otherwise altered in any substantive manner without the prior written approval of LA 2028.
15. The Grantee acknowledges and confirms that the Grant has not been terminated pursuant to Section 8 of the Agreement.

LA 2028 shall be entitled to rely on the foregoing representations, warranties, confirmations, acknowledgments and agreements in disbursing Grant Funds.

Sincerely Yours,

City of Los Angeles

Executed by:

Title:

Date:

Annex 4 Dispute Resolution

The PARTIES shall seek amicably to resolve by negotiation all disputes arising out of or in connection with this AGREEMENT or any agreements, schedules or exhibits ancillary hereto or thereto. If, in spite of such negotiations, no mutually agreeable resolution between the PARTIES is reached, then either PARTY may provide written notice to the other PARTY, pursuant to Section 5, of the existence of such dispute (“DISPUTE NOTICE”). Any DISPUTE NOTICE shall include a detailed description of the disputed matter, any relevant documentation and other materials, and a detailed explanation of the position taken by the PARTY providing such DISPUTE NOTICE.

Within thirty (30) days following the delivery of any DISPUTE NOTICE the chief executive officer of LA 2028 and the Mayor of the City (or the Mayor’s designee) shall meet in person, without others present, to resolve the subject of such DISPUTE NOTICE; provided, however, that if the chief executive officer or the Mayor notifies the other, pursuant to Section 5, that satisfactory resolution of the subject matter of the DISPUTE NOTICE is not practicable unless the chief executive officer and Mayor meet sooner than within a thirty (30) day period, then the chief executive officer and Mayor shall each use reasonable efforts to meet within a shorter period of time.

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

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

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

Each PARTY shall bear its own costs of arbitration, including legal fees, except that the fees for the arbitrator and costs associated with the arbitrator shall be shared equally by

the PARTIES; provided, however, that any costs forming the substance of the dispute shall be borne as determined by the arbitral award.

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

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

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

SwimLA: Marketing Budget Request Summer 2019	
Firm	Total
Allan Communications (messaging/outreach/earned media)	\$15,000.00
HPZ (creative development, inc. illustration/mechanicals)	\$2,500.00
Total	\$17,500.00
Itemized Assets	Total
Outdoor Production/Printing (200 total shelters/benches)	\$10,000.00
Paid Targeted FB/Instagram Ads	\$12,500.00
Paid Ads in local Newspapers, Parent Magazine, Radio Live Reads (Spanish)	\$10,000.00
Chinese/Mandarin literature translation	\$1,000.00
Printing and Production of Postcards/Flyers/Small Posters/banners	\$28,000.00
Mailing labels (targeted zip codes areas w/low registration)	\$2,500.00
Swag (swim caps, t-shirts, water bottles, sunscreen)	\$6,000.00
Event Activations	\$2,500.00
Total	\$72,500.00
Grand Total	\$90,000.00

City of Los Angeles
Department of Recreation and Parks
Citywide Aquatics
SwimLA 2.0 - Expanded Hours

Council District	Facility	Year-Round/ Seasonal	Summer 2019: Expanded Hours of Operation - Session 1 thru 4	Summer 2019: Expanded Hours of Operation - Session 5	Summer 2019: Total Expanded Hours of Operation	Per Hour Operational Cost	Total Operational Cost	Site Classification: 1. Urban (U) 2. Non-Urban (NU)
1	Downey	S	10-12p	6-7p	90	\$ 149.35	\$ 13,441.50	U
1	Echo Deep	Y	10-11a		40	\$ 167.57	\$ 6,702.80	U
1	Glassell	Y	10-11a		40	\$ 167.57	\$ 6,702.80	U
1	Highland	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
1	Lincoln	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
2	Valley Plaza	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
2	North Hollywood	S	10-12p	6-7p	90	\$ 149.35	\$ 13,441.50	U
3	Cleveland	Y	10-11a		40	\$ 149.35	\$ 5,974.00	NU
3	Lanark	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
3	Reseda	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
3	Woodland Hills	S	10-12p	6-7p	90	\$ 149.35	\$ 13,441.50	NU
4	Griffith	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
4	Pan Pacific	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	NU
4	Van Nuys Sherman Oaks	Y	10-11a		40	\$ 167.57	\$ 6,702.80	NU
5	Cheviot Hills	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	NU

5	Westwood	Y	12-1p		40	\$ 149.35	\$ 5,974.00	NU
6	Fernangeles	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
6	Sepulveda	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
6	Sun Valley	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
7	Hubert Humphrey	Y	3-4p		40	\$ 149.35	\$ 5,974.00	U
7	Ritchie Valens	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
7	Sylmar	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
7	Verdugo Hills	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	NU
8	Algin Sutton	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
8	Jackie Tatum/Harvard	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
8	Van Ness	S						
9	Central	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
9	Fremont	Y	10-11a		40	\$ 149.35	\$ 5,974.00	U
9	Green Meadows	S	10-12p	6-7p	90	\$ 149.35	\$ 13,441.50	U
9	John C. Argue/Expo	Y	10-11a		40	\$ 167.57	\$ 6,702.80	U
9	Ross Snyder	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
9	South Park	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
10	Celes King III	Y	9-10a		40	\$ 149.35	\$ 5,974.00	U

10	EG Roberts	Y	10-11a		40	\$ 149.35	\$ 5,974.00	U
10	LACES	Y	7-8p		40	\$ 149.35	\$ 5,974.00	U
11	Mar Vista	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	NU
11	Rustic Canyon	S	10-12p	6-7p	90	\$ 149.35	\$ 13,441.50	NU
11	Stoner	S	10-12p	6-7p	90	\$ 149.35	\$ 13,441.50	U
11	Venice	Y	10-11a		40	\$ 149.35	\$ 5,974.00	NU
11	Westchester	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	NU
12	Granada Hills	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	NU
12	Northridge	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	NU
13	Hollywood	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
14	Costello	S	10-12p	6-7p	90	\$ 149.35	\$ 13,441.50	U
14	Pecan	S	10-12p	6-7p	90	\$ 149.35	\$ 13,441.50	U
14	Richard Alatorre	Y	10-11a		40	\$ 149.35	\$ 5,974.00	U
14	Roosevelt	Y	10-11a		40	\$ 167.57	\$ 6,702.80	U
14	Yosemite	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
15	109th	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U
15	Banning	Y	10-11a		40	\$ 149.35	\$ 5,974.00	U
15	Harbor	S	10-12p	6-7p	90	\$ 167.57	\$ 15,081.30	U

15	Hey Rookie	Y	11a-12p		40	\$ 149.35	\$ 5,974.00	NU
15	Peck	Y						
	TOTAL:						\$ 613,955	

City of Los Angeles
Department of Recreation and Parks
Citywide Aquatics
SwimLA 2.0 - Personnel

Shallow Deep Shallow

<u>Staffing Cost per Hour</u>	<u>Hourly Salary</u>	<u>Number of Employees</u>		
Pool Manager II	\$ 28.05	1	\$	28.05
Instructor	\$ 18.22	4	\$	72.88
Lifeguard (Tower)	\$ 18.22	1	\$	18.22
Pool Clerk	\$ 16.98	1	\$	16.98
Locker Room Attendant	\$ 15.72	2	\$	31.44
			Salaries cost per hour	\$ 167.57

Shallow Deep

<u>Staffing Cost per Hour</u>	<u>Hourly Salary</u>	<u>Number of Employees</u>		
Pool Manager II	\$ 28.05	1	\$	28.05
Instructor	\$ 18.22	3	\$	54.66
Lifeguard (Tower)	\$ 18.22	1	\$	18.22
Pool Clerk	\$ 16.98	1	\$	16.98
Locker Room Attendant	\$ 15.72	2	\$	31.44
			Salaries cost per hour	\$ 149.35

**City of Los Angeles
 Department of Recreation and Parks
 Citywide Aquatics
 SwimLA 2.0 - Water Safety Presentation**

Council District	Facility	Year-Round/ Seasonal	Number of Presentations	Presentation # 1	Presentation # 2	Equipment Cost	Operational Cost (117.91 x 2)	Total Operational Cost	Site Classification: 1. Urban (U) 2. Non-Urban (NU)
1	Downey	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
1	Echo Deep	Y	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
1	Glassell	Y	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
1	Highland	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
1	Lincoln	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
2	Valley Plaza	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
2	North Hollywood	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
3	Cleveland	Y	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	NU
3	Lanark	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
3	Reseda	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
3	Woodland Hills	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	NU
4	Griffith	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
4	Pan Pacific	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	NU
4	Van Nuys Sherman Oaks	Y	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	NU
5	Cheviot Hills	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	NU
5	Westwood	Y	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	NU
6	Fernangeles	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U

6	Sepulveda	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
6	Sun Valley	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
7	Hubert Humphrey	Y	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
7	Ritchie Valens	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
7	Sylmar	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
7	Verdugo Hills	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	NU
8	Algin Sutton	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
8	Jackie Tatum/Harvard	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
8	Van Ness	S							
9	Central	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
9	Fremont	Y	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
9	Green Meadows	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
9	John C. Argue/Expo	Y	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
9	Ross Snyder	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
9	South Park	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
10	Celes King III	Y	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
10	EG Roberts	Y	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
10	LACES	Y	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
11	Mar Vista	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	NU
11	Rustic Canyon	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	NU

11	Stoner	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
11	Venice	Y	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	NU
11	Westchester	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	NU
12	Granada Hills	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	NU
12	Northridge	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	NU
13	Hollywood	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
14	Costello	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
14	Pecan	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
14	Richard Alatorre	Y	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
14	Roosevelt	Y	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
14	Yosemite	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
15	109th	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
15	Banning	Y	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
15	Harbor	S	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	U
15	Hey Rookie	Y	2	Opening Day - June 8 12:00 PM - 1:00 PM	Sunday, June 30 12:00 PM - 1:00 PM	\$ 170.11	\$ 235.82	\$ 405.93	NU
15	Peck	Y							
	TOTAL:		102					\$ 20,702	

Shallow Deep Shallow (23)

<u>Staffing Cost per Hour</u>	<u>Hourly Salary</u>
Pool Manager II	\$ 28.05
Lifeguard	\$ 18.22
Pool Clerk	\$ 16.98
Locker Room Attendant	\$ 15.72

<u>102 water safety presentations</u>	1 PM	1 Hour	\$	28.05	
	4 LG	1 Hour	\$	72.88	
	1 PC	1 Hour	\$	16.98	
			\$	117.91	\$ 12,026.82
<u>Equip</u>	Ring Buoy		\$	73.36	
	Fisher's crook		\$	96.75	
			\$	170.11	\$ 8,675.61

Shallow Deep (10)

<u>Staffing Cost per Hour</u>	<u>Hourly Salary</u>
Pool Manager II	\$ 28.05
Lifeguard	\$ 18.22
Pool Clerk	\$ 16.98
Locker Room Attendant	\$ 15.72

Year-Round (16)

<u>Staffing Cost per Hour</u>	<u>Hourly Salary</u>
Pool Manager II	\$ 28.05
Lifeguard	\$ 18.22
Pool Clerk	\$ 16.98
Locker Room Attendant	\$ 15.72

DEPARTMENT OF RECREATION AND PARKS
CITYWIDE AQUATICS

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 participates in the Los Angeles Unified School District National School Lunch Program which provides low-cost or free lunch.
OR

The participant's family total combined income of all family members is less than \$62,000 per year.

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 Citywide Aquatics 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 Citywide Aquatics Program reserves the right to dismiss a child for any conduct detrimental to the program.

FORMA DE AUTO-CERTIFICACION

AÑO _____

El participante mencionado anteriormente participa en el Programa Nacional de Almuerzos Escolares del Distrito Escolar Unificado de Los Angeles, que ofrece almuerzos gratuitos o de bajo costo.

O
El ingreso total combinado de todos los miembros de la familia del participante es menos de \$ 62,000 por año.

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 Citywide Aquatics. Autorizo la Ciudad hacer, procurar o utilizar fotografias, 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 Angeles, 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 Angeles no carga aseguranza.** También entiendo que la programa de Citywide Aquatics reserve el derecho despedir a un participante por cualquier conducto perjudicial al programa.

**City of Los Angeles
Department of Recreation and Parks
Citywide Aquatics
SwimLA Scholarships - Swim Lesson Enrollment**

Pre-Qualified	Facility	Council District	Year-Round/Seasonal	Urban/Non-Urban	SESSION 1		SESSION 2		SESSION 3		SESSION 4		SESSION 5		TOTAL ALL SESSIONS				
					2017	2019	2017	2019	2017	2019	2017	2019	2017	2019	2017	2019 Enrollments	2019 Qualified	2019 Actuals	Difference
x	109th	15	S	U	49		37		38		3		0		127	0		0	-127
x	Algin Sutton	8	S	U	0		0		0		0		0		0	0		0	0
x	Banning	15	Y	U	10		190		100		51		37		388	0		0	-388
x	Celes King III	10	Y	U	19		378		260		74		59		790	0		0	-790
x	Central	9	S	U	132		75		60		1		0		268	0		0	-268
x	Cleveland	3	Y	NU	314		199		95		71		137		816	0		0	-816
x	Costello	14	S	U	9		45		22		4		0		80	0		0	-80
x	Downey	1	S	U	0		60		46		14		0		120	0		0	-120
x	Echo Deep	1	Y	U	105		450		347		105		58		1065	0		0	-1065
x	EG Roberts	10	Y	U	141		311		287		3		88		830	0		0	-830
x	Fernangeles	6	S	U	220		95		19		21		0		355	0		0	-355
x	Fremont	9	Y	U	115		398		218		77		45		853	0		0	-853
x	Glassell	1	Y	U	101		308		80		61		6		556	0		0	-556
x	Green Meadows	9	S	U	74		100		39		5		0		218	0		0	-218
x	Harbor	15	S	U	127		100		93		27		0		347	0		0	-347
x	Highland	1	S	U	130		100		35		11		0		276	0		0	-276
x	Hollywood	13	S	U	51		183		45		39		0		318	0		0	-318
x	Hubert Humphrey	7	Y	U	200		233		188		56		26		703	0		0	-703
x	Jackie Tatum/Harvard	8	S	U	0		91		50		46		0		187	0		0	-187
x	John C. Argue/Expo	9	Y	U	281		648		367		122		20		1438	0		0	-1438
x	Lanark	3	S	U	87		75		37		9		0		208	0		0	-208
x	Lincoln	1	S		0		0		0		0		0		0	0		0	0
x	North Hollywood	2	S	U	155		100		79		29				363	0		0	-363
x	Pecan	14	S	U	119		60		50		23		0		252	0		0	-252
x	Reseda	3	S	U	107		160		34		23		0		324	0		0	-324
x	Richard Alatorre	14	Y	U	10		353		223		129		0		715	0		0	-715
x	Ritchie Valens	7	S	U	115		100		40		9		0		264	0		0	-264
x	Roosevelt	14	Y	U	0		0		95		3		27		125	0		0	-125
x	Ross Snyder	9	S	U	64		100		88		27		0		279	0		0	-279
x	Sepulveda	6	S	U	132		100		27		14		0		273	0		0	-273
x	South Park	9	S	U	60		37		0		0		0		97	0		0	-97
x	Sun Valley	6	S	U	158		106		74		29		0		367	0		0	-367

**City of Los Angeles
Department of Recreation and Parks
Citywide Aquatics
SwimLA Scholarships - Swim Lesson Enrollment**

Pre-Qualified	Facility	Council District	Year-Round/ Seasonal	Urban/ Non-Urban	SESSION 1		SESSION 2		SESSION 3		SESSION 4		SESSION 5		TOTAL ALL SESSIONS				
					2017	2019	2017	2019	2017	2019	2017	2019	2017	2019	2017	2019 Enrollments	2019 Qualified	2019 Actuals	Difference
x	Sylmar	7	S	U	171		179		52		40		0		442	0		0	-442
x	Valley Plaza	2	S	U	93		100		64		32		0		289	0		0	-289
x	Westwood	5	Y	NU	137		207		177		40		30		591	0		0	-591
	Cheviot Hills	5	S	NU	50		80		21		12		0		163	0		0	-163
	Granada Hills	12	S	NU	0		0		0		0		0		0	0		0	0
	Griffith	4	S	U	126		100		57		41		0		324	0		0	-324
	Hey Rookie	15	Y	NU	0		139		37		28		8		212	0		0	-212
	LACES	10	Y	U	16		137		189		36		46		424	0		0	-424
	Mar Vista	11	S	NU	21		100		39		27		0		187	0		0	-187
	Northridge	12	S	NU	201		100		58		26		0		385	0		0	-385
	Pan Pacific	4	S	NU	29		64		40		12		0		145	0		0	-145
	Peck - CLOSED	15	Y																
	Rustic Canyon	11	S	NU	3		10		4		2		0		19	0		0	-19
	Stoner	11	S	U	24		20		12		7		0		63	0		0	-63
	Van Ness - CLOSED	8	S																
	Van Nuys Sherman Oaks	4	Y	NU	277		301		213		90		0		881	0		0	-881
	Venice	11	Y	NU	225		165		84		4		33		511	0		0	-511
	Verdugo Hills	7	S	NU	49		65		4		3		0		121	0		0	-121
	Westchester	11	S	NU	42		49		30		8		0		129	0		0	-129
	Woodland Hills	3	S	NU	0		45		38		25		15		123	0		0	-123
	Yosemite	14	S	U	42		140		0		0		0		182	0		0	-182
	Total				4591	7721	7193	8201	4255	8299	1519	7698	635	4313	18193	0	0	0	-18193