

BOARD REPORT

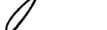
NO. 21-170

DATE October 21, 2021

C.D. 8, 9, 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: NATIONAL RECREATION AND PARKS ASSOCIATION / DISNEY 2021-2022 YOUTH SPORTS AND PLAY GRANT – APPROVAL OF SUBMISSION OF FUNDING APPLICATION; AUTHORIZATION TO EXECUTE GRANT AGREEMENT; ACCEPTANCE OF GRANT FUNDS IF AWARDED

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



 General Manager

Approved _____ Disapproved _____ Withdrawn X

If Approved: Board President _____ Board Secretary _____

RECOMMENDATIONS

1. Approve the submission by the Department of Recreation and Parks (RAP) of an application for the 2021/2022 National Recreation and Parks Association (NRPA) / Disney Youth Sports and Play grant (Grant), for which notice of funding availability was published less than 61 days in advance of the application deadline, and therefore is being submitted simultaneously for Mayor and City Council consideration pursuant to Los Angeles Administrative Code Section 14.6 et seq., as may be amended;
2. Authorize RAP's General Manager or designee to receive the awarded Grant, execute a grant agreement in the form substantially as attached to this Report as Attachment 1, and accept funds from NRPA in the amount of Forty Thousand Dollars (\$40,000) in support of RAP's Mobile Recreation Program, subject to Mayor and City Council approval;
3. Direct RAP staff to transmit a copy of the aforementioned grant agreement to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and to the City Clerk for Committee and City Council approval before accepting and receiving the grant awards, pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
4. Designate RAP's General Manager or designee, as the agent to conduct all negotiations, execute and submit all grant documents, including, but not limited to applications,

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agreements, amendments, and payment requests, which may be necessary for the acceptance and use of Grant funds;

5. Authorize RAP's Chief Accounting Employee or designee to establish the necessary accounts and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the Grant funds in the amount of Forty Thousand Dollars (\$40,000) for RAP's Mobile Recreation Program;
6. Authorize one (1) RAP staff involved with this grant and the Mobile Recreation Program to attend a mandatory in-person NRPA training at their headquarters in Ashburn, VA, date to be determined, utilizing Grant funds; and
7. Authorize RAP's Chief Accounting Employee, or designee, to make any technical changes, as may be necessary to effectuate the intent of this Report.

SUMMARY

NRPA and Disney teamed up to provide communities across the country with increased access to play through their 2021-2022 Youth Sports and Play grant. Their goal with this grant is to reverse the trend of low participation among specific groups of youth by breaking down barriers in access to play, particularly for black, indigenous, youth of color, girls, gender-diverse, youth with disabilities, and youth living in low-income households. NRPA and Disney want to help all kids have fair and equitable access to the benefits of physical activity, including playing sports.

RAP is committed to equity by focusing its investments to close disparities in park access and program participation. We know that disparities in opportunity disproportionately impact low-income communities, especially communities of color. RAP's goal is to utilize their Mobile Recreation Program to bring a park environment to the 36% of Angelenos who are not within a 10-minute walk of a park. The objective is to mobilize recreation programming and make sports and physical activities accessible to all youth.

For the purpose and duration of this Grant, which ends on May 1, 2022, one of RAP's Mobile Recreation vans will utilize Van Ness Recreation Center, located at 5720 2nd Avenue, Los Angeles, CA 90043, as a hub while visiting pocket parks within a 10-mile radius of Zip Code 90043. The Mobile Recreation staff will offer free sports clinics, aligned with upcoming sports seasons, for underserved youth at these pocket parks and encourage them to join leagues at their local recreation center. In addition, staff will offer free coaching clinics for volunteer coaches, and free strength training and skill clinics for young athletes.

RAP received notification from NRPA on September 10, 2021, of being awarded this Grant in the amount of Forty Thousand Dollars (\$40,000). As part of the Grant requirements, one (1) RAP staff member must attend an in-person training at NRPA headquarters in Ashburn, Virginia on a date to be determined, utilizing approximately One Thousand Two Hundred Dollars (\$1,200) from the Grant funds awarded. The remaining Grant funds must be utilized for capital expenditures, therefore funds will be used to enhance the two Mobile Recreation Program vans with equipment and supplies such as wi-fi capability, mobile sound systems, shade canopies, tables and chairs, tablets, sports equipment, etc.

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FISCAL IMPACT

Acceptance of this Grant will have no impact to RAP's General Fund and instead provide essential funding to further enhance the Mobile Recreation Program.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 2: Offer Affordable and Equitable Recreation Programming

Outcome No. 1: Improved health and social equity for young Angelenos

This Report was prepared by Jennifer Sapone, Senior Management Analyst I, Program Grants Section.

LIST OF ATTACHMENTS/EXHIBITS

- 1.) Grant Agreement



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated September 10, 2021 (Effective Date), is made between the **National Recreation and Park Association**, a New York not-for-profit corporation and Section 501(c)(3) organization located at 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (NRPA) and the **City of Los Angeles Department of Recreation and Parks**, a provider of park, recreation, or community services in Los Angeles, CA (Grantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of forty thousand dollars (\$40,000) (Grant Funds) made available to Grantee for the implementation of the project selected for grant funding (Project): Mobile Recreation Program out of the Van Ness Rec Center.

Made possible through the support of The Walt Disney Company (Disney), NRPA is managing the administration of the grant program (Program). Grants made through this Program are intended to support increased access to youth sports for children and families through both a park improvement project and Community Play Report.

Having been selected as a recipient of Grant Funds through this Program, Grantee is required to accept the terms contained within this MOU in order to receive the Grant Funds as a grant recipient.

2. Project Funding

- A. Within thirty (30) days upon execution of this MOU and delivery to NRPA, NRPA will send Grantee a check in the amount of forty thousand dollars (\$40,000).
- B. Grant Funds will be distributed by NRPA.
- C. No matching funds are required.

3. Grantee Requirements

Grantee will use the Grant Funds to:

- A. Implement a mobile recreation project in Los Angeles, CA 90043 in alignment with Grantee's proposal. Project must be complete by May 1, 2022.
- B. Attend virtual orientation plus all peer-to-peer workshops (three virtual calls and in-person meeting).
- C. Participate in a one-hour midterm interview in January 2022 (no reporting required from grantee).
- D. Submit Final Report (includes Community Play Report) to NRPA by June 30, 2022.
 - Over the course of the grant period, grantee is required to: Promote the project locally through their communication channels and on social media.
 - Provide volunteer opportunities related to the project for community members, also providing opportunities for Disney VoluntEARS as requested in cities where Disney has an employee base.
 - Develop communication schedule with mentor agency and attend mentor meetings.
 - If selected, participate in pre- and post-workshop focus groups.

4. Promotion

NRPA and Disney may use the Grantee and/or park names, photos, and/or information in connection with the Project for promotional or other purposes associated with the Project, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law. If the grantee's photo



release form does not cover promotional and other uses, NRPA can provide one upon request.

Grantee shall provide NRPA an opportunity to review and approve any statement, message or use of the Disney name and/or logo related to this grant or Project in advance of its release to the public. Grantees are not permitted to use the Disney name and/or logo in any way without written consent from Disney (secured through NRPA as aforementioned). **Any promotion, public announcement, or promotion relating to the Grant shall be subject to the prior review of Disney and NRPA.**

5. Limits of Liability

To the fullest extent permitted by applicable law, Grantee hereby releases Disney and NRPA, and each of their directors, officers, managers, members, employees, agents, attorneys, advisors, consultants, volunteers and other like parties (collectively the Support Parties), from any liability whatsoever relating to or arising out of the Project or the use of the Grant Funds. Grantee further waives any right to sue or bring any action of any kind against the Support Parties relating to or arising out of the Project or the use of the Grant Funds. This limitation of liability shall apply whether the Support Parties' liability arises due to breach of contract, breach of warranty, or as a result of tortious conduct, including, but not limited to, negligence (of any kind), strict liability, statutory liability, or any other causes of action.

NRPA's liability, if any, arising out of or in any way related to the relationship and/or dealings between NRPA and Grantee, shall be limited to the payment amounts paid pursuant to this MOU. NRPA shall not be liable for any damages caused by or arising out of the acts or omissions of a third party.

6. Indemnification

To the fullest extent permitted by applicable law, Grantee shall indemnify, defend and hold harmless the Support Parties from any and all causes of action, suits, settlements, judgments, liens, indebtedness, damages, losses, costs, expenses, fees (including attorney's fees and costs), penalties, claims, claims for relief, liabilities and demands of every kind, nature, and character (collectively, "Claims") relating to or arising out of: (i) Grantee's involvement in the development, planning, demolition, construction, installation, implementation, maintenance, repair and/or management of the Project; (ii) any failure by Grantee to comply with any applicable laws, rules and/or regulations (including, without limitation, building, safety and fire codes, etc.); (iii) Grantee's negligence, misconduct, or malfeasance of grantees or their agents or representatives; or (iv) any breach by Grantee of any agreement involving the Project or the use of the Grant Funds. In no event shall the Support Parties be liable for any punitive, exemplary, special, incidental, indirect or consequential damages of any kind (including, but not limited to loss of profits, loss of reputation and/or loss of current or prospective business advantage, even where such losses are characterized as direct damages) arising out of or in any way related to the relationship and/or dealings between the parties, regardless of whether the claim under which damages are sought is based upon contract, tort, negligence (of any kind), strict liability or otherwise, and regardless of whether the parties have been advised of the possibility of such damages at the time of contracting or otherwise.

7. Confidentiality

During the term of this MOU, the parties may learn certain confidential information of each other. For purposes of this MOU, confidential information means the confidential and proprietary information, not generally known by non-party personnel, used by the disclosing party and which is proprietary to the disclosing party, and



includes, without limitation, the disclosing party's trade secret or proprietary personnel, financial, marketing and business information, including strategic, operations and other business plans or forecasts, and confidential information provided by the disclosing party regarding its employees, customers, vendors, sponsors and other contractors. The receiving party shall: (i) protect and safeguard the confidentiality of the disclosing party's confidential information with at least the same degree of care as the receiving party would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; (ii) not use the disclosing party's confidential information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this MOU; and (iii) not disclose any such confidential information to any person, except to the receiving party's officers, employees, consultants, accountants, and legal advisors who are bound by written confidentiality obligations and have a need to know the confidential information to assist the receiving party, or act on its behalf, to exercise its rights or perform its obligations under this MOU.

8. Term

This MOU shall be effective as of the Effective Date hereof and shall continue until June 30, 2022 (the "Term") in accordance with Section 11.

9. Use of Grant Funds

The Grantee shall use the full amount of the Grant Funds exclusively for the purposes set forth in Section 1. Unless otherwise agreed in writing by the Grantor, the Grantee shall return any portion of the Grant Funds and the income earned thereon that is not expended for such purposes in accordance with Section 11.

All unspent or uncommitted Grant Funds shall be invested in highly liquid investments (such as an interest-bearing bank account) with the primary objective being preserving the Grant Funds availability for the Project. Any interest or other income generated by the Grant Funds must be applied to the purposes described in the Grant Project.

The Grantee agrees not to use any portion of the grant or any income derived from the grant for the following:

- A. To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the Code);
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code;
- C. To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code, without prior written approval of Grantor.
- D. Payments of salaries, other compensation, or expense reimbursement to employees of the Grantee within the scope of their employment do not constitute "grants" for these purposes and are not subject to these restrictions;
- E. Except as expressly may be authorized in the approved Project, to provide a grant to any other organization without prior written approval of the Grantor; or
- F. To promote or engage in the following, but not limited to, acts that would create civil liability, criminal acts, criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.



G. To travel to NRPA's Annual Conference or any other conference travel.

10. Audit

Grantee is expected to keep and maintain detailed books and records relating to the Grant, and the Grant Funds (including, without limitation, all uses thereof and expenditures therefrom) (collectively, the "Records") during the Term and for a period of seven (7) years thereafter (the "Audit Period"). NRPA and its assigns have the right to audit the Grantee's financial records relating to this MOU upon not less than ten (10) business days' advance written notice to Grantee by NRPA at any time during the Audit Period, at NRPA's sole expense, during Grantee's normal business hours. If as a result of an audit, NRPA determines that Grant Funds were not spent in accordance with the purposes of this Grant, the Grantee shall: (1) be required to return any Grant Funds not substantiated, and (2) reimburse NRPA for all costs and expenses incurred in connection with such audit. If NRPA determines that Grant Funds were used for fraudulent purposes, the Grantee shall be barred from participation in any further programs. Grantee shall further indemnify, defend, and hold the Support Parties harmless from any acts or omissions relating to its fraudulent use of the Grant Funds.

11. Termination and Repayment

Either party may terminate this MOU at any time for any reason upon providing the other party thirty (30) calendar days' written notice. Further, either party may terminate this MOU at any time effective upon receipt of written notice by the other party of failure to perform. In the event that this MOU is terminated for any reason, Grantee shall promptly repay to NRPA any portion of the Grant Funds not already spent (subject to and in accordance with all of the terms and conditions hereof) as of the effective date of such termination.

Neither party shall be liable to the other by reason of termination of this MOU for compensation, reimbursement or damages for any loss of prospective profits on anticipated sales or for expenditures, investments, leases or other commitments relating to the business or goodwill of any of the parties, notwithstanding any law to the contrary. No termination of this MOU shall release the obligation to pay any sums due to the terminating party which accrued prior to such termination.

12. Governing Law, Jurisdiction, Venue and Dispute Resolution

This MOU and the performance thereof shall be governed, interpreted, construed and regulated by the law of the Commonwealth of Virginia, without reference to or application of principles concerning conflicts of laws of any jurisdiction. Before commencing any litigation arising out of or relating to the relationship of the parties, this MOU, or the breach hereof, the parties agree to negotiate in good faith to resolve such dispute within fifteen (15) business days of notice by the other party of such dispute. Should the parties fail to mutually resolve their dispute and commence litigation, the parties hereby irrevocably consent to venue before the federal and state courts situated in the Commonwealth of Virginia and each party hereby irrevocably submits to the jurisdiction of such courts. The prevailing party in any action or litigation, including appeals, arising out of or related to this MOU shall be awarded its reasonable attorney's fees and costs. Grantee agrees that NRPA would not have an adequate remedy at law and would be irreparably injured if Grantee breaches its covenants hereunder and NRPA shall be entitled to injunctive relief as a remedy for any breach or threatened breach hereof without showing or proving any actual damages.

13. No Agency

Each party and its officers, employees, agents, contractors and/or consultants are independent contractors and are not, nor shall they hold themselves out to as or claim to be, employees or agents of the other party or any



department, agency or unit thereof; accordingly, neither party shall have any authority to enter into any agreement on behalf of the other party or otherwise cause the other party to incur any obligations whatsoever other than as set forth herein.

14. Notices

All notices, requests, demands and other communications required or permitted under this MOU must be in writing and will be deemed to have been duly given, made and received only (a) when personally delivered, or (b) on the date specified for delivery when deposited with an overnight courier service such as Federal Express for delivery to the intended addressee, or (c) when sent via facsimile, only so long as followed by a hard copy sent in a manner set forth in (a) or (b) above, or (d) when delivered via email, only so long as followed by a hard copy sent in a manner set forth in (a) or (b) above, each of the foregoing addressed as set forth below:

If to Grantee, to:

City of Los Angeles Department of Recreation and Parks
221 N. Figueroa Street, Suite 350
Los Angeles, CA 90012
Attn: Jennifer Sapone
Email: jennifer.sapone@lacity.org

If to NRPA, to:

National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148
Attn: Teresa Morrissey
Email: tmorrissey@nrpa.org

These parties have caused this MOU to be signed by their duly authorized representatives as of the last date set forth below.

National Recreation and Park Association

City of Los Angeles Department of Recreation and Parks

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____