

# CONTINUED TO A FUTURE MEETING

BOARD REPORT

NO. 19-221

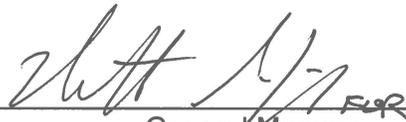
DATE November 6, 2019

C.D. 5

## BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: WESTWOOD PARK – CONCEPTUAL APPROVAL OF SYNTHETIC FIELD AND OUTDOOR PARK IMPROVEMENTS (PRJ21329) PROJECT – COMMITMENT OF PARK FEES – AGREEMENT WITH THE LOS ANGELES PARKS FOUNDATION AND THE TM23 FOUNDATION FOR THE DESIGN AND CONSTRUCTION OF A MULTIPURPOSE SYNTHETIC SURFACE FIELD AT WESTWOOD RECREATION CENTER AND THE DONATION OF SUCH IMPROVEMENTS AS A GIFT TO THE CITY – APPROVAL OF DONOR RECOGNITION SIGNAGE – NAMING OF THE NEW SYNTHETIC SURFACE FIELD AS "TOMMY'S FIELD"

|           |       |                   |           |
|-----------|-------|-------------------|-----------|
| AP Diaz   | _____ | S. Piña-Cortez    | _____     |
| H. Fujita | _____ | *C. Santo Domingo | <u>DP</u> |
| V. Israel | _____ | N. Williams       | _____     |

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

## RECOMMENDATIONS

- Conceptually approve the scope of work for the Westwood Park – Synthetic Field and Outdoor Park Improvements (PRJ21329) Project (Project), as described in the Summary of this Report, and as illustrated on Attachment No. 1;
- Authorize the Department of Recreation and Parks (RAP) staff to commit from the following fund and work order numbers, a maximum of Two Million, Seven Hundred Thousand Dollars (\$2,700,000.00) in Park Fees, for the proposed Project:

| <u>FUNDING SOURCE</u> | <u>FUND/DEPT./ACCT. NO.</u> | <u>WORK ORDER NO.</u> |
|-----------------------|-----------------------------|-----------------------|
| Park Fees             | 302/89/89716H               | QT061958              |

- Approve a proposed Gift Agreement (Agreement) with the Los Angeles Parks Foundation (LAPF), a 501(c)(3) public benefit nonprofit corporation, and the TM23 Foundation (TM23), a 501(c)(3) public benefit nonprofit corporation, attached hereto as Attachment No. 6, stipulating the terms and conditions for a donation to RAP of \$1,200,000.00 for the design and development of a multipurpose synthetic surface field at Westwood Park as a part of the proposed Project, subject to the approval of the Mayor and the City Council, and the City Attorney as to form;

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4. Authorize the RAP Chief Accounting Employee to establish the necessary account and appropriate funds within Recreation and Parks Fund 205 to accept the donation;
5. Approve the installation of proposed recognition signage as further detailed in the Agreement, and as more fully depicted in Exhibit D of the Agreement, and in accordance with RAP's Sponsorship Recognition Policy, to be placed at the designated location at the multipurpose synthetic surface field at Westwood Park as depicted in Exhibit D of the Agreement, in appreciation and recognition of contributions received by TM23 from various donors for the multipurpose synthetic surface field, such recognition signage to be maintained for a term of ten (10) years in accordance with the terms of the Agreement;
6. Approve the naming of the completed synthetic multi-purpose field as "Tommy's Field" in accordance with the terms of the Agreement, such name to be maintained for a term of ten (10) years in accordance with the terms of the Agreement;
7. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the approved Agreement to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), the City Council for approval, and concurrently to the City Attorney for review as to form;
8. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals; and,
9. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

### SUMMARY

Westwood Park is located at 1350 South Sepulveda Boulevard in the Westwood community of the City. This approximately 26.70-acre park features three baseball fields, two outdoor basketball courts, two children's play areas, outdoor fitness equipment, a dog park, eight tennis courts, a synthetic soccer field, an indoor gymnasium, and a swimming pool. Approximately 10,963 residents live within a one-half mile walking distance of Westwood Park. Due to the facilities, features, programs, and services it provides, Westwood Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

### PROJECT SCOPE

The proposed scope of work of the Project includes:

- Demolition and removal of 6 tennis courts, 15 trees, 2 basketball courts and maintenance storage sheds.
- Installation of a new 180-foot x 300-foot synthetic multi-purpose field with fencing and shaded bleachers. 4-foot high fencing would be placed along the sidelines of the field and 16-foot high fencing would be placed behind the goals.

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- Installation of 2 new tennis courts and refurbishment of 2 existing tennis courts. The tennis courts would have RAP's standard tennis court fencing, screening fabric, tennis nets, and shade covered benches.
- Installation of 2 new basketball courts. Bleachers with shade covers would also be placed at the basketball courts.
- Installation of new LED lighting for the proposed synthetic field, tennis courts and basketball courts.
- Installation of a new prefabricated restroom building with 4 stalls
- Installation of new hydration stations
- Related landscape and irrigation improvements

Additionally, the open space area located between the proposed new synthetic multi-purpose field and the gymnasium building will be refurbished as part of the Project. Furthermore, the fencing at the existing synthetic field will also be lowered to be 4-foot high along the sidelines of that field.

Finally, it should be noted that the existing maintenance yard (the Westwood District Service Yard) would need to be reconfigured and/or moved elsewhere in the park as a part of the proposed Project. It has not been determined at this time where the maintenance yard could potentially be relocated.

The conceptual plan for the proposed Project is attached hereto as Attachment No. 1.

The total Project cost is currently estimated at Three Million, Nine Hundred Thousand Dollars (\$3,900,000).

Upon approval of this report, RAP staff would begin to develop the final plans and specifications for the Project. Once the plans and specifications are complete, staff would return to the Board for final approval of the Project design.

### COMMUNITY OUTREACH

RAP staff conducted extensive community outreach for the proposed Project. In response to input received from the community during the community outreach and input process, RAP staff made various modifications and adjustments to the scope of work and layout of the proposed Project conceptual plan in order to minimize the impact on certain existing park features, such as the natural turf open space area at the center of Westwood Park that is often used by the public for passive recreation. Other modifications made to the Project scope in response to input received during the community outreach process include the reconfiguration and redevelopment of existing tennis courts, the relocation and development of existing basketball courts, the relocation of a proposed new restroom building, and the inclusion of additional landscaping and irrigation improvements.

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The concept for the proposed Project was first presented to the community on May 7, 2019. RAP staff organized and held three community meetings for the proposed Project and presented the proposed Project at four other community meetings. The names and dates of those seven community meetings are below:

- May 7, 2019: Westwood Park RAP Community Meeting
- May 21, 2019: Westwood Community Council Meeting
- May 23, 2019 Westwood Park RAP Community Meeting
- May 24, 2019: West LA Chamber of Commerce Meeting
- June 10, 2019: Westwood North Neighborhood Council Meeting
- June 12, 2019: Westwood Neighborhood Council Meeting
- July 27, 2019: Westwood Park RAP Community Meeting (Roundtable and Panel Discussion)

RAP also received a substantial number of written comments on the proposed Project, some in support of the Project and some opposed to the Project.

In addition to the above community meetings, the proposed Project was presented to the Department of Recreation and Park's Facility Repair and Maintenance Task Force on August 21, 2019 and on September 18, 2019.

### ALTERNATIVE SITE ANALYSIS

As a part of the development of the proposed Project, RAP analyzed several potential alternative locations for the proposed synthetic multi-purpose field, including sites at Stoner Recreation Center and Cheviot Hills Recreation Center. RAP staff investigated one potential alternative location for the Project at Stoner Recreation Center, and three potential alternative locations for the Project at Cheviot Hills Recreation Center.

However, due to the space requirements for a new 180 foot x 300 foot synthetic multi-purpose field, and the potential disruption to programs at those parks that are not compatible with soccer, RAP does not believe that either Stoner Recreation Center or Cheviot Hills Recreation Center would be viable alternative locations for the proposed synthetic multi-purpose field.

A summary of the analysis of the four alternative locations is below (and attached hereto as Attachment Nos. 2, 3, 4, and 5):

- Stoner Recreation Center: The only potential location for the synthetic multi-purpose field at Stoner Recreation Center is in the open space area where the park's baseball diamonds are currently located. Installation of the synthetic multi-purpose field at this location would result in the elimination of the baseball and softball facilities and programs at this site. The alternative analysis for Stoner Recreation Center is attached hereto as Attachment No. 2.
- Cheviot Hills Recreation Center (Location A): Location A at Cheviot Hills Recreation Center is west of the Recreation Center building and the Dodger Dream Field. Installation of the synthetic multi-purpose field at this location would require the removal of existing trees, overlap into the ravine located at the edge of the adjacent golf course, and likely

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require some grading to deal with the slopes in this area. The alternative analysis for Cheviot Hills Recreation Center (Location A) is attached hereto as Attachment No. 3.

- Cheviot Hills Recreation Center (Location B): Location B at Cheviot Hills Recreation Center is west of the baseball diamonds and north of the Easton-Rancho Park Archery Range. Installation of the synthetic multi-purpose field at this location would require the removal of existing trees, require reconfiguration of the park road and parking lot in this area, place the field immediately adjacent to the archery range, and displace user groups not compatible with soccer, such as dog agility classes that are held at this location. The alternative analysis for Cheviot Hills Recreation Center (Location B) is attached hereto as Attachment No. 4.
- Cheviot Hills Recreation Center (Location C): Location C at Cheviot Hills Recreation Center is also located west of the baseball diamonds and north of the Easton-Rancho Park Archery Range. Installation of the synthetic multi-purpose field at this location would require the removal of existing trees, place the field immediately adjacent to both the archery range and the parking lot, and displace user groups not compatible with soccer, such as dog agility classes that are held at this location. The alternative analysis for Cheviot Hills Recreation Center (Location C) is attached hereto as Attachment No. 5.

### PROPOSED GIFT AGREEMENT

Ms. Nikki Mark, a West Los Angeles community member whose son “Tommy” unfortunately passed away at a very young age, established the TM23 Foundation (TM23) and initiated a community-based fundraising campaign for purposes of generating sufficient funding for the design and development of a multipurpose synthetic surface field in Tommy’s honor. TM23 was successful in securing funding in the amount of \$1,200,000.00, through grants, donations, and/or firm commitments from the Mark Family Foundation, the Los Angeles Galaxy Foundation, the Los Angeles Football Club, and various community groups, organizations, and individuals. TM23 has agreed to donate these funds to RAP to be used for the design, planning, and construction of a new multipurpose synthetic surface field.

RAP and TM23 identified Westwood Recreation Center as a potential location for a new multipurpose synthetic surface field. RAP staff, through the community outreach and input process previously discussed in this report, identified certain additional modifications and adjustments to Westwood Recreation Center’s existing design that would be necessary and desired in order to accommodate the development of the new multipurpose synthetic surface field and minimize impact to existing park features, such as the natural turf open space area at the center of the park.

RAP and TM23 agreed that it would be most cost effective and in the best interest of park users and the community to combine RAP and TM23 resources to develop the respectively desired new multipurpose synthetic surface field and the various additional park improvements identified by RAP as one single Project.

As described in the proposed Gift Agreement (Agreement), RAP has agreed to manage the proposed Project to ensure its completion in accordance with RAP standards and pursuant to final plans and specifications that will be developed by RAP and mutually reviewed by RAP and

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TM23. TM23 has agreed to provide the Los Angeles Parks Foundation (LAPF) with a charitable contribution One Million, Two Hundred Thousand Dollars (\$1,200,000.00) for development of the new multipurpose synthetic surface field and that donation would then be provided to RAP and deposited into a RAP controlled special account specified for the construction of the new multipurpose synthetic surface field. TM23 agreed to fund the development of the multipurpose synthetic surface field portion of the proposed Project, which is estimated to cost One Million, Two Hundred Thousand Dollars (\$1,200,000.00). RAP has agreed to fund the remaining Project scope elements, which are estimated to cost Two Million, Seven Hundred Thousand Dollars (\$2,700,000.00).

The term of the proposed Agreement is 10 years.

RAP and TM23 have also agreed that any remaining donation funds that are not used for the development of the new multipurpose synthetic surface field will be held in the RAP controlled special account and shall be used by RAP in the future exclusively for timely upgrades and/or maintenance of the new multipurpose synthetic surface field.

As described in Section 9 of the proposed Agreement, and in accordance with RAP's Naming Policy, RAP has agreed, pursuant to the Board's approval, to name the new multipurpose synthetic surface field "Tommy's Field", to memorialize the loss of Ms. Mark's son Tommy.

Additionally, as described in Section 9 of the proposed Agreement and as illustrated by the recognition signage rendering(s) in Exhibit D of the proposed Agreement, and in accordance with RAP's Sponsorship Recognition Policy, RAP has agreed to recognize the LA Galaxy and Los Angeles Football Club for their contribution towards the development of the new multipurpose synthetic surface field with Board approved sponsorship recognition signage.

The Proposed Gift Agreement is attached hereto as Attachment No. 6.

### PROJECT FUNDING

Total Project cost is currently estimated at Three Million, Nine Hundred Thousand Dollars (\$3,900,000). As previously discussed, funding in the amount of One Million, Two Hundred Thousand Dollars (\$1,200,000) would be donated by TM23 Foundation, and specified for the proposed synthetic multi-purpose field portion of the proposed Project. RAP recommends that Park Fees be allocated to the proposed Project in order to fund the remaining Project scope of work.

Upon approval of this Report, Two Million, Seven Hundred Thousand Dollars (\$2,700,000.00) in Park Fees can be committed to the proposed Project. These Park Fees were collected within five miles of Westwood Park, which is the standard distance for the allocation of the Park Fees for community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

The total amount of funding available for the proposed Project is Three Million, Nine Hundred Thousand Dollars (\$3,900,000.00).

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FUNDING SOURCE MATRIX

| <b>Source</b> | <b>Fund/Dept/Acct</b> | <b>Amount</b>         | <b>Percentage</b> |
|---------------|-----------------------|-----------------------|-------------------|
| Park Fees     | 302/89/89716H         | \$2,700,000.00        | 70%               |
| Donation      | TBD                   | \$1,200,000.00        | 30%               |
| <b>Total</b>  |                       | <b>\$3,900,000.00</b> | <b>100%</b>       |

PROJECT CONSTRUCTION

RAP staff has determined that sufficient funding has been identified for the construction of the proposed Project. It is unknown at this time when construction of the proposed Project would begin as the final plans and specifications for the proposed Project have not yet been completed.

RAP staff anticipates that the proposed Project would be constructed utilizing existing contractors and/or vendors currently under contract with RAP, pursuant to the final plans and specifications approved by the Board.

TREES AND SHADE

At this time, it is anticipated that 15 trees will need to be removed from the park in order to accommodate the proposed Project layout. Mitigation trees will be planted as a part of the proposed Project. The quantity and species of the mitigation trees will be determined as a part of the development of the final plans and specifications for the proposed Project.

Additional shade will be added to Westwood Park as a part of the proposed Project as shaded bleachers will be installed adjacent to the synthetic multi-purpose field and the basketball courts, and shaded bleachers will be installed at the tennis courts.

ENVIRONMENTAL IMPACT

The scope of work of the proposed Project is not defined enough to allow for an evaluation of the project pursuant to the California Environmental Quality Act (CEQA) at this time. RAP staff will review the proposed Project when the scope of work is further refined and developed. The appropriate CEQA documentation will be presented, along with the Project's final plans and specifications, for the Board's consideration at a later time.

FISCAL IMPACT

The approval of this commitment of Park Fees will have no fiscal impact on RAP's General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Park Fees or funding sources other than the RAP's General Fund.

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The maintenance cost for the proposed improvements will be determined once the final plans and specifications for the Project are complete. At this time it is anticipated that funds for the maintenance of the proposed park improvements will be requested as part of the annual City budget process.

### STRATEGIC PLAN INITIATIVES AND GOALS

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

**Goal No. 1:** Provide Safe and Accessible Parks

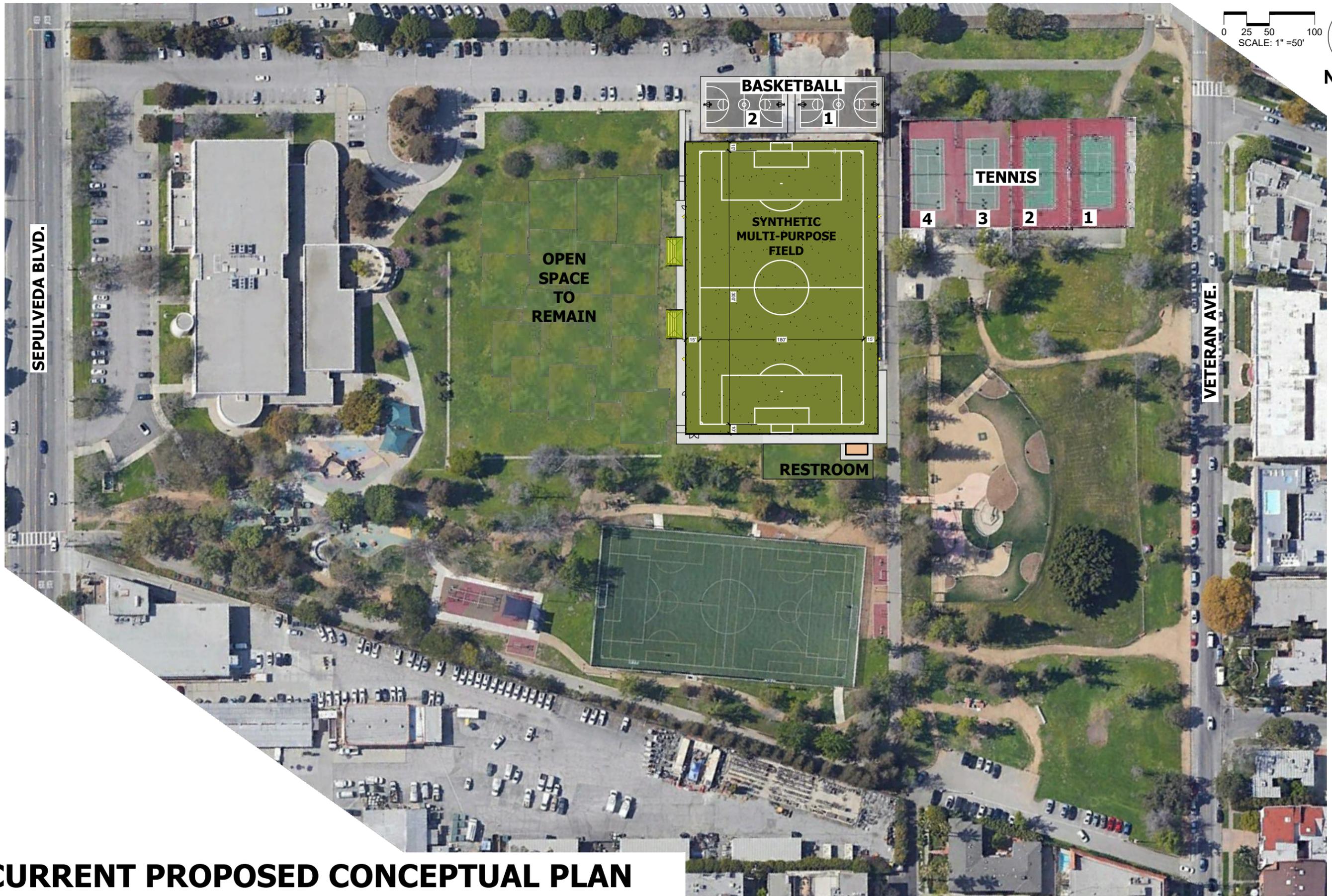
**Outcome No. 2:** Safe and welcoming environments at all parks

**Result:** The renovation of the existing park, and the addition of a new synthetic multi-purpose field, restroom building, and park lighting, will provide additional opportunities for recreational programming at the park and will enhance the safety of park visitors and staff.

This Report was prepared by Darryl Ford, Acting Superintendent, Planning, Construction and Maintenance Branch, Department of Recreation and Parks.

### LIST OF ATTACHMENTS:

1. Conceptual Project Plan
2. Stoner Recreation Center - Alternative Site Analysis
3. Cheviot Hills Recreation Center (Location A) - Alternative Site Analysis
4. Cheviot Hills Recreation Center (Location B) - Alternative Site Analysis
5. Cheviot Hills Recreation Center (Location C) - Alternative Site Analysis
6. Proposed Agreement



# CURRENT PROPOSED CONCEPTUAL PLAN

## WESTWOOD RECREATION CENTER - SYNTHETIC FIELD / TENNIS / BASKETBALL / RESTROOMS

# Stoner Recreation Center Alternative Site Analysis

## Project Description:

Installation of a 180' x 300' synthetic multipurpose fields, associated amenities, bleachers and path of travel

## Site Impacts:

- Existing trees at the westerly side will have to be removed.
- Existing sports field lighting (2) will be removed. New field lightings will be required for evening activities.
- Existing fencing on the westerly side will be removed and relocated.
- Current baseball and softball programs will be eliminated to accommodate the proposed field.
- Provide path of travel for ADA access from parking lot.



**STONER REC. CTR.**

**NOTE:**  
1. ELIMINATES BASEBALL AND SOFTBALL PROGRAM



# Cheviot Hills Recreation Center (Location A) Alternative Site Analysis

## Project Description:

Installation of a 180' x 300' synthetic multipurpose fields, associated amenities, bleachers and path of travel

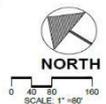
## Site Impact:

- Existing mature tree on the east side will have to be removed to accommodate the proposed field. Trunk diameter is estimated to be at least 30 inches or more.
- Existing trees on the west and southside will also have to be removed.
- Existing site will need to be re-graded to provide a leveled playfield and proper drainage.
- Ravine at the golf course must also be addressed, possibly regraded, due to proximity of the proposed layout



- NOTES:
1. IMPACTS TREES BOTH SIDES
  2. EXISTING GRADES FROM 3% TO 8%
  3. OVERLAPS INTO RAVINE AT EDGE OF GOLF COURSE

**CHEVIOT HILLS REC. CTR.**



# Cheviot Hills Recreation Center (Location B) Alternative Site Analysis

## Project Description:

Installation of a 180' x 300' synthetic multipurpose fields, associated amenities, bleachers and path of travel

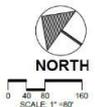
## Site Impact:

- Existing trees at northern, eastern, and southern area will have to be removed.
- Approximately 20 existing parking stalls will be removed.
- Current driveway will have to be realigned for park access.
- Extensive grading will be required for driveway alignment. Retaining wall may be required due to substantial grade difference.
- Existing parking lot will need to be modified to accommodate the proposed field.
- Existing picnic area will be removed and relocated to other area inside the park.
- Tall perimeter fencing surrounding the proposed field since it is adjacent to the parking lot.



NOTES:  
1. IMPACTS TREES  
2. IMPACTS ROAD AND PARKING LOT

**CHEVIOT HILLS REC. CTR.**



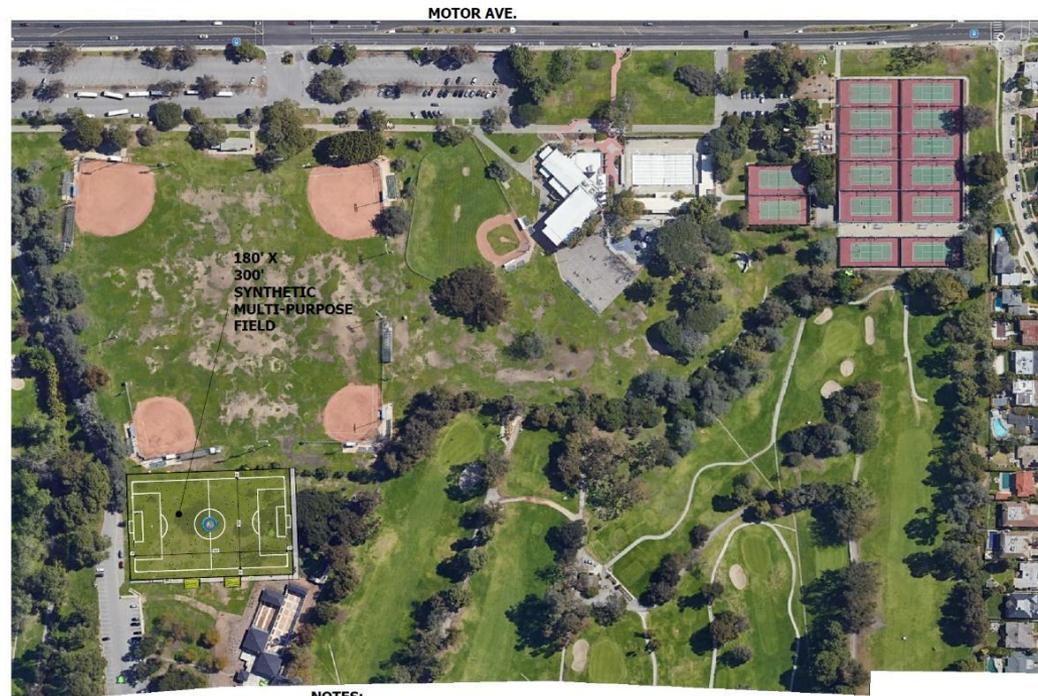
# Cheviot Hills Recreation Center (Location C) Alternative Site Analysis

## Project Description:

Installation of a 180' x 300' synthetic multipurpose fields, associated amenities, bleachers and path of travel

## Site Impact:

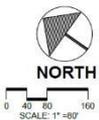
- Existing trees at eastern, southern area, and in the middle of the proposed field will have to be removed.
- Existing picnic area will be removed and relocated to other area inside the park.
- Proximity to archery area need to be taken into consideration for safety reason.
- Tall perimeter fencing surrounding the proposed field since it is adjacent to the parking lot.
- Extend path of travel from ADA parking stall to provide access to proposed field.



### NOTES:

1. IMPACTS TREES AND PICNIC AREA
2. IMPACTS ARCHERY AND BASEBALL

**CHEVIOT HILLS REC. CTR.**



**AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES,  
LOS ANGELES PARKS FOUNDATION  
AND  
THE TM23 FOUNDATION  
FOR THE DESIGN, CONSTRUCTION, AND OPERATION OF  
A MULTIPURPOSE SYNTHETIC SURFACE FIELD  
AT WESTWOOD RECREATION CENTER**

THIS AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (“EFFECTIVE DATE”) by and between the City of Los Angeles, a municipal corporation acting by and through its Department of Recreation and Parks (“RAP”) under the authority of the Board of Recreation and Park Commissioners (“BOARD”), the Los Angeles Parks Foundation (“LAPF”), a 501(c)(3) public benefit nonprofit corporation, and the TM23 Foundation (“TM23”), a 501(c)(3) public benefit nonprofit corporation, for the design and construction of a multipurpose, synthetic surface field at Westwood Recreation Center. CITY, LAPF, and TM23 may be individually referred to herein as “PARTY”, and/or collectively as “PARTIES”.

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns and operates real property commonly referred to as Westwood Recreation Center (“PARK”), located at 1350 South Sepulveda Boulevard, Los Angeles, CA 90025; and,

WHEREAS, TM23 manages the Tommy Mark Memorial Fund (“TMMF”) for purposes of collecting and fiscally managing donated funds received by TMMF in support of the development of a multipurpose, synthetic surface field; and,

WHEREAS, LAPF has a long-standing relationship with RAP as a fiscal recipient and manager of monetary and in-kind resources provided to LAPF as charitable contributions in support of RAP owned parks and operation of recreational programs; and,

WHEREAS, CITY has received input from the PARK’s surrounding community and interested stakeholders (collectively, “the Community”) through various forms of public outreach and participation with regards to the PROJECT (as hereinafter defined); and,

WHEREAS, the Friends of West Los Angeles (“FOWLA”), a California 501(c)3 nonprofit organization, has been a long-standing contributor and supporter of the PARK and its recreational programming, and assisted RAP and TM23 during the public outreach process and participated at public meetings through which the PROJECT was discussed with the Community, and FOWLA continues its commitment to the PARK and has pledged to continue assisting as necessary with regard to the PROJECT and PARK in general, including but not limited to providing constructive input and financial support for future improvements and recreational programming; and,

WHEREAS, Ms. Nikki Mark, a West Los Angeles community member whose son “Tommy” unfortunately passed away at a very young age, established TM23 and initiated a community based fundraising campaign for purposes of generating sufficient funding for the design and development of a multipurpose, synthetic surface field (“FIELD”) in Tommy’s honor at the PARK; and,

WHEREAS, TM23 was successful in securing funding in the amount of One Million, Two Hundred Thousand Dollars (\$1,200,000.00), through grants, donations, and/or firm commitments (collectively "CONTRIBUTIONS") from the Mark Family Foundation, the Los Angeles Galaxy Foundation, the Los Angeles Football Club, and various community groups, organizations, and individuals (collectively, "FUNDERS"), and TM23 has agreed to donate such funds towards the design, planning, and construction of the FIELD, in accordance with the terms and conditions of this AGREEMENT; and,

WHEREAS, through the community outreach and input process RAP proposed certain modifications and adjustments to the PARK's existing design in the development of the FIELD by considering the impact to certain PARK features such as the natural turf, open green space area at the center of the PARK typically used for public passive recreation, as more fully described herein, such modifications to include the reconfiguration and redevelopment of existing tennis courts, relocation and development of existing basketball courts, construction of a new restroom building, and installation of ancillary improvements (collectively, "RAP IMPROVEMENTS"), valued up to approximately Two Million, Seven Hundred Thousand Dollars (\$2,700,000.00); and,

WHEREAS, PARTIES have agreed that it would be most cost effective and in the best interest of the PARK and Community to combine RAP and TM23 resources to perform the respectively desired development of the FIELD and installation of RAP IMPROVEMENTS (collectively, "the PROJECT"), as depicted by the Site Plan attached hereto and incorporated herein by reference as Exhibit A, and further described by the Project Details attached hereto and incorporated herein by reference as Exhibit B,

WHEREAS, RAP has agreed to manage the PROJECT to ensure its completion in accordance with RAP standards pursuant to plans and specifications ("PLANS") prepared by the RAP Planning Maintenance and Construction Branch ("PMC"), and mutually reviewed by RAP, TM23, and the Community, at a total estimated cost up to approximately Three Million, Nine Hundred Thousand Dollars (\$3,900,000.00), as more fully described by the PROJECT Cost Estimate attached hereto and incorporated herein by reference as Exhibit C; and,

WHEREAS, TM23 has agreed to provide the LAPF with a charitable contribution ("DONATION") in the amount of One Million, Two Hundred Thousand Dollars (\$1,200,000.00) for development of the FIELD, and PARTIES agree that the DONATION to LAPF shall then be provided to RAP through one (1) transaction for deposit into a RAP controlled special account specified for the construction of the FIELD ("SPECIAL ACCOUNT"), which shall be performed in conjunction with the installation of the RAP IMPROVEMENTS, as described further herein; and,

WHEREAS, RAP agreed to fund the RAP IMPROVEMENTS through allocated Quimby Funding designated for the PARK, and other identified sources (collectively, "RAP FUNDS"), utilizing contractors and/or vendors under contract with RAP (collectively, "CONTRACTORS") for completion of the PROJECT valued up to approximately \$3,900,000.00, pursuant to PLANS approved by the BOARD; and,

WHEREAS, PARTIES agree that any remaining DONATION funds not used for the FIELD shall be held in the SPECIAL ACCOUNT, which such funds shall be used by RAP in the future, exclusively for timely upgrades and/or maintenance for the FIELD; and,

WHEREAS, TM23 has agreed to donate the completed FIELD through its DONATION to LAPF and this AGREEMENT, as a gift to the CITY ("GIFT"); and,

WHEREAS, in accordance with the RAP Naming Policy, RAP, pursuant to the BOARD's approval, has agreed to memorialize the loss of Ms. Mark's son Tommy, through the naming of the FIELD as, "Tommy's Field"; and,

WHEREAS, in accordance with the RAP Sponsorship Recognition Policy, CITY has agreed to recognize TM23, the Mark Family Trust, the LA Galaxy, and Los Angeles Football Club for their CONTRIBUTIONS towards the development of the FIELD, as illustrated by the Recognition Signage rendering(s) attached hereto and incorporated herein by reference as Exhibit D; and,

WHEREAS, CITY has agreed to accept the GIFT valued up to approximately \$1,200,000.00, upon completion of the FIELD's construction, and further agrees to operate and maintain the FIELD and RAP IMPROVEMENTS in accordance with normal RAP standards and practices.

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein and the performance thereof, PARTIES hereby agree as follows:

1. PARTIES:

CITY: City of Los Angeles Department of Recreation and Parks  
Executive Office  
221 North Figueroa Street, Suite 350  
Los Angeles, CA 90012

LAPF: Los Angeles Parks Foundation  
c/o: Carolyn Ramsey, Executive Director  
Griffith Park Nursery House  
2650 North Commonwealth Avenue  
Los Angeles, CA 90027

TM23: TM23 Foundation  
Attn: Sarah Garske, Foundation Administrator  
c/o: First Foundation Bank  
18101 Von Karmen Avenue, Suite 750  
Irvine, CA 92612

2. FUNDING:

It is understood and acknowledged by PARTIES that the estimated total cost of the PROJECT is approximately \$3,900,000.00, as described in further detail by the PROJECT Cost Estimate included herein as Exhibit C.

A. **DONATION.** TM23 raised funding and/or received firm funding commitments from various entities, amounting to One Million, Two Hundred Thousand Dollars (\$1,200,000.00), from the following FUNDERS:

|                                      |                      |
|--------------------------------------|----------------------|
| • Mark Family Charitable Foundation: | \$ 100,000.00        |
| • Los Angeles Galaxy Foundation:     | \$ 60,000.00         |
| • Los Angeles Football Club:         | \$ 60,000.00         |
| • Various Community Contributors:    | <u>\$ 980,000.00</u> |
| Total:                               | \$1,200,000.00       |

Prior to RAP's commencement of any construction activities, TM23 shall confirm to RAP in writing that all necessary funding for completion of the FIELD in the amount of \$1,200,000.00, has been donated to the LAPF, and LAPF shall then issue a check to RAP for deposit into the SPECIAL ACCOUNT in said amount, made payable to: City of Los Angeles, Department of Recreation and Parks.

Once deposited, and upon commencement of the PROJECT, RAP shall make periodic withdrawals from the SPECIAL ACCOUNT as necessary solely for FIELD related invoice payments to CONTRACTORS. All PROJECT related transactions shall be appropriately recorded, documented, and tracked by RAP. TM23 may request to periodically review the transaction records maintained by RAP, which shall not be unreasonably withheld.

Any remaining funds not used for the development of the FIELD shall be held in the SPECIAL ACCOUNT and used exclusively for future supplemental maintenance, upgrades, and/or additional improvements at the FIELD.

Subject to the terms and conditions of this AGREEMENT, it is understood by PARTIES that the DONATION is revocable and shall be returned to TM23 in the event the PROJECT is terminated by the CITY or unreasonably delayed by CITY prior to the PROJECT's commencement, with the exception of delays caused by circumstances beyond CITY's control. Should such circumstances arise that cannot be resolved through possible PROJECT change-orders, PARTIES agree to collectively review and discuss the situation in good faith, with the objective of identifying available solutions and/or revising the PROJECT, including amending this AGREEMENT as necessary, subject to City Attorney and Board approval.

B. **RAP FUNDING.** RAP has agreed to fund the RAP IMPROVEMENTS through allocated RAP FUNDS in the approximate amount up to \$2,700,000.00, as detailed in Exhibit C. RAP shall not commingle RAP FUNDING designated for the RAP IMPROVEMENTS with DONATION funding held in the SPECIAL ACCOUNT and designated for development of the FIELD. All RAP IMPROVEMENTS related transactions shall be appropriately recorded, documented, and tracked by RAP.

**C. Notice to Proceed.** Notwithstanding the above, PARTIES agree that once CONTRACTORS are issued a Notice to Proceed (“NTP”) by RAP, the DONATION becomes fully committed to the PROJECT and no longer refundable. However, should circumstances arise during the construction process causing the PROJECT to halt or be terminated, PARTIES agree to collectively review and discuss the situation to determine a mutually acceptable solution or alternative plan to complete or revise the PROJECT pursuant to the original intent of PARTIES under this AGREEMENT. It is understood by PARTIES that any plan to be implemented beyond the scope of this AGREEMENT shall be subject to a written amendment to this AGREEMENT and BOARD approval.

PARTIES understand and agree that should no solution to the above situation and/or circumstances be determined, any remaining unused portion of the DONATION shall be used by RAP to restore the PROJECT area within the PARK impacted by construction to its original or closely similar condition that the subject area was in prior to the commencement of construction activities. At such point in time, this AGREEMENT shall be terminated by PARTIES and any DONATION funds remaining in the SPECIAL ACCOUNT after PROJECT impacted area restorations have been completed, shall be returned to TM23.

LAPF and TM23 further understand and agree that barring any gross negligence or willful misconduct by CITY that directly and adversely impacts the PROJECT, CITY shall not be held liable if any of the above situations or circumstances arise and the PROJECT is terminated and not completed in whole or in part to the satisfaction of TM23.

3. PROJECT DEVELOPMENT:

Subject to the termination and other provisions set forth in this AGREEMENT, PARTIES agree that RAP shall ensure that contracts and related invoice payments are made directly with and to CONTRACTORS for all PROJECT related expenses for completion of the FIELD and RAP IMPROVEMENTS as described herein.

A. Design and Location:

- (i) The PROJECT shall be constructed within the designated area(s) of the PARK identified by the attached Site Plan (Exhibit A).
- (ii) The PROJECT shall be constructed pursuant to PLANS designed by PMC and approved by the BOARD, which include but are not limited to architectural drawings and specifications, in accordance with the attached Project Details (Exhibit B).
- (iii) RAP agrees to discuss with TM23, and document in writing, any subsequently proposed modifications, additions or changes to the FIELD design or its construction, prior to any such changes being implemented or related invoice payment(s) being made to CONTRACTORS. All FIELD related additions and/or changes shall be determined at the sole discretion of RAP.

B. Construction:

- (i) Prior to the commencement of any construction activities, RAP will inform TM23 regarding the implementation schedule for the FIELD improvements, including but not limited to logistics, timeline, and coordination with the full PROJECT.
- (ii) Pursuant to the terms and conditions of this AGREEMENT, RAP shall be responsible for payment of all PROJECT-related expenses for construction of the FIELD and RAP IMPROVEMENTS.
- (iii) RAP shall issue CONTRACTORS a Notice to Proceed (“NTP”) stipulating the terms and conditions for the implementation of the PROJECT, and authorizing access to the PARK, including ingress-egress and use of certain PARK areas for staging and storage.
- (iv) RAP shall be the lead agency with respect to PROJECT oversight, including assisting CONTRACTORS with the completion of environmental clearances and other permits required by law. All costs for filing of documents required for said clearances, approvals and/or authorizations shall be borne by RAP.
- (v) PARTIES shall collectively approve any and all change orders related to the construction of the FIELD.

4. POST CONSTRUCTION:

- A. Upon completion of the PROJECT, RAP shall conduct a Post-Development Inspection to ensure that the PROJECT was completed pursuant to approved PLANS and in compliance with the terms and conditions of this AGREEMENT.
- B. Following RAP’s acceptance of the completed PROJECT and subsequent to the opening of the FIELD and RAP IMPROVEMENTS to the public, LAPF and TM23 shall have no involvement, whether financial or otherwise, with the use, operation, maintenance, landscaping, repair, insurance, programming, or modification of the FIELD and/or RAP IMPROVEMENTS, with the exception of certain arrangements agreed to herein for the future operation, maintenance, and use of the FIELD.
- C. It is understood by PARTIES that the FIELD and RAP IMPROVEMENTS shall be generally open to members of the public free of charge. In accordance with the Schedule of FIELD Use, attached hereto and incorporated herein by reference as Exhibit E, there shall be specified days and times for Public Free Play, RAP Programming, and Annual Event activities, with the PARK’s Director in Charge (“DIC”) maintaining the sole discretion to deviate from the Schedule of Field Use in order to accommodate special or unforeseen circumstances, as further stipulated in Section 5 below (FIELD OPERATIONS). All use of the FIELD and RAP IMPROVEMENTS shall be subject to local rules, regulations, ordinances, and laws which may include provisions related to such hours of operation, reservation permit requirements, age limits, acknowledgements of risk by users, and the prohibition of alcohol and illegal drugs.

- D. Notwithstanding any arrangements included herein, or to be established in the future for the operation and maintenance of the FIELD, it is understood by PARTIES that there shall generally be no limit to the use of the FIELD to any select group of persons (exclusive use shall be prohibited); however RAP, as described in Sections 4.C. and 5 of this AGREEMENT, may issue permit(s) for the use of the FIELD, tennis courts, basketball courts, and other areas of the PARK by individuals or members of a group or organization, for limited periods of time in accordance with established RAP policies and protocols, and subject to the RAP schedule of Standard Rates and Fees.

5. FIELD OPERATIONS:

Upon completion of the PROJECT, the finished FIELD will be operated by RAP through the PARK's DIC. It is understood by PARTIES that RAP operated and/or sponsored programs, the RAP permitting process, and designated open public free-play hours shall take precedence over any non-RAP sponsored activities proposed or operated by the public under permit. Use of the FIELD shall be in accordance with the Schedule of FIELD Use (Exhibit E), which includes a percentage based allocation of approximate time that will be allocated for Public Free Play, RAP Programming, RAP Permitting, and three (3) TM23 annual events. Any deviations from Exhibit E shall be determined at the sole discretion of the DIC and RAP Management. Such schedule modifications may include but not be limited to, the permitting of the FIELD to the public in accordance with established RAP policies and protocols as described above in Section 4.D., as well as accommodating RAP operated and/or sponsored programs, leagues, clinics/camps, special events and other recreational activities offered to the general public.

- A. **RAP Programs and Public Use of FIELD.** The initial Schedule of FIELD Use (Exhibit E), subject to possible future modification by the DIC, is intended to maximize public use of the FIELD and satisfy the recreational needs of the community. In addition to the percentage of time that will be allocated for Public Free Play, as stipulated in Exhibit E, the general public shall also have access to the FIELD during specified time allocated for RAP Programming and RAP Permitting, should the FIELD not be in use for such activities.
- B. **TM23 Annual Events.** As described by Exhibit E, TM23 shall have access to the FIELD free of charge for three (3) annual events during specified days and hours as described therein, subject to coordination with and approval of event plans and logistics by the DIC, in accordance with RAP policies and protocols. Any additional TM23 special programming or permit requests for use of the FIELD shall be submitted in advance and in writing to the DIC, who will make reasonable efforts to accommodate such use.

6. FIELD MAINTENANCE, REPAIR, AND REPLACEMENT:

- A. **FIELD Maintenance.** RAP shall oversee and perform the maintenance of the FIELD pursuant to RAP standards and specifications, and in accordance with manufacturer warranty guidelines and requirements. However, TM23 shall reserve the right to provide supplemental FIELD maintenance funds through either additional funding received by TM23 from public donations, grants, or sponsorship, or through any DONATION funding remaining in the SPECIAL ACCOUNT maintained by RAP. Such assistance shall be subject to prior approval by RAP in writing.

- B. **Field Repair.** RAP shall keep the FIELD in a playable condition at all times, making timely repairs and taking necessary measures to ensure the playability of the FIELD and user safety. Should RAP not be able to perform such repair due to a lack of available resources or for reasons beyond RAP's control, TM23 shall maintain the right to provide supplemental repair funding for the FIELD, subject to RAP's advance written approval. Such repair may be funded either through additional funding provided by TM23 through public donations, grants, or sponsorship, or through any DONATION funding remaining in the SPECIAL ACCOUNT maintained by RAP.
- C. **Field Replacement.** The FIELD has an anticipated lifespan and manufacturer's warranty of ten (10) years. If the FIELD should fail prior to the expiration of the established Warranty period, RAP shall be granted by way of this AGREEMENT the right to exercise all rights and remedies stipulated in the Warranty to ensure its timely replacement in whole or in part, subject to Warranty provisions pertaining to wear and tear exemptions or depreciation. Should replacement of the FIELD be required in whole or portion thereof, and eligible Warranty coverage is not sufficient to cover all related FIELD replacement costs, PARTIES agree to discuss in good faith how to fund such replacement. Should the FIELD require replacement prior to the expiration of this AGREEMENT, there shall be no extension of this AGREEMENT or change to any provisions contained herein or understanding thereof as a result of any such replacement of the FIELD.

However, pursuant to this AGREEMENT and the provisions contained herein, should the FIELD require replacement upon expiration of this AGREEMENT or within six (6) months prior to such expiration, TM23 shall have first right of refusal ("FIRST RIGHT OF REFUSAL") to fund the replacement of the entire FIELD, subject to review and approval by RAP of the project scope, cost estimate and specifications, in exchange for the opportunity to support the FIELD for an additional ten (10) year period through the execution of a new agreement for a ten (10) year term with revised provisions to address and/or correct past or future issues requiring review and/or correction. Such FIRST RIGHT OF REFUSAL shall be given to TM23 upon the expiration of a prior ten (10) year term of this AGREEMENT and execution of a new agreement entered into by the exercise by TM23 of its FIRST RIGHT OF REFUSAL. TM23's exercise of its FIRST RIGHT OF REFUSAL and execution of a new agreement shall continue TM23's naming rights for the FIELD as described in this AGREEMENT and any additional terms established under the new agreement as may be agreed to by RAP, and shall remain in effect until such time PARTIES agree to no longer renew such terms through the termination of the new agreement or subsequent agreement(s).

7. TERM AND TERMINATION:

- A. The term of this AGREEMENT ("TERM") shall commence upon the date of execution stipulated on page one of this AGREEMENT ("EFFECTIVE DATE") and shall expire ten (10) years from the EFFECTIVE DATE, unless sooner terminated by a PARTY as set forth in this Section 7. Rights and obligations set forth in this AGREEMENT which by their terms are intended to survive the termination or expiration of this AGREEMENT shall so survive such termination or expiration; such rights and obligations include, without limitation, the rights and obligations to use any DONATION funds until fully spent, and the rights and obligations related to operations, maintenance, repair and replacement, FIELD naming, donor recognition, and RAP

providing TM23 with access to the FIELD for the Annual Events included in Exhibit E for a period of ten (10) years. Any amendment, extension, or modification to this AGREEMENT shall be executed pursuant to mutual agreement between PARTIES, subject to prior approval by the City Attorney, and final approval by the BOARD.

- B. Pursuant to Section 9 (DONOR RECOGNITION, FIELD NAMING, AND FUNDRAISING) of this AGREEMENT, BOARD approved recognition signage as set forth in Exhibit D of this AGREEMENT shall be authorized to remain displayed at the FIELD for a period of ten (10) years (“RECOGNITION PERIOD”) in accordance with this AGREEMENT following the BOARD’s acceptance of the PROJECT and opening of the FIELD to the public, which is understood to coincide with the FIELD Manufacturer’s Warranty Period of ten (10) years, subject to the terms and conditions of this AGREEMENT.
- C. In the event of a termination of this AGREEMENT by either of the PARTIES under this Section 7, any unused or uncommitted portion of the DONATION shall be immediately returned by RAP to LAPF, who in turn shall return said remaining portion of the DONATION funds to TM23. RAP and/or TM23 may terminate this AGREEMENT during the TERM or RECOGNITION PERIOD immediately upon written notice to the other PARTY, and shall not be liable to the other PARTY for any reason for such termination, upon the occurrence of any of the following conditions:
- (i) TM23, prior to the commencement of on-site FIELD implementation, has not provided the DONATION in full to LAPF for commencement and completion of the FIELD;
  - (ii) RAP, subsequent to the execution of this AGREEMENT and commencement of the PROJECT, uses or authorizes the use of the FIELD in any way not contemplated or authorized under this AGREEMENT;
  - (iii) The PROJECT has not begun within six (6) months from the EFFECTIVE DATE, due to delays caused solely by CITY;
  - (iv) The PARK ceases to be owned or becomes no longer under the jurisdiction of RAP;
  - (v) CITY materially breaches any term or condition of this AGREEMENT.
- D. This AGREEMENT shall be terminated if any PARTY ceases to conduct its business or shall make any involuntary assignment of either its assets or its business for the benefit of creditors; or if a trustee or receiver is appointed to administer or conduct the party’s business affairs; or, if any insolvency proceedings are conducted against a Party and are not terminated or dismissed within forty-five (45) days, then the other PARTIES may terminate this AGREEMENT with immediate effect upon written notice to such Party.

8. PUBLICITY:

- A. PARTIES shall acknowledge one another as co-contributors to the completion of the PROJECT, in written material(s), news releases, and related marketing or

publicity materials, including but not limited to, an initial press conference and/or dedication ceremony, if applicable;

- B. PARTIES agree to assist and cooperate in a mutually acceptable groundbreaking, grand-opening and/or dedication event at the PARK, as mutually deemed necessary and agreed to by PARTIES;
- C. PARTIES acknowledge that each of the RAP, LAPF, and TM23 names and other intellectual property of PARTIES have substantial goodwill. PARTIES further acknowledge and agree that all use of the RAP, LAPF, and/or TM23 name, pursuant to this AGREEMENT, shall inure to the sole and exclusive benefit of the subject PARTY or PARTIES, and PARTIES agree to use the name of another PARTY or PARTIES, solely in accordance with the terms and conditions set forth in this AGREEMENT.
- D. 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 GIFT, the RAP IMPROVEMENTS, the FIELD, and/or this AGREEMENT, except as may be legally required by applicable laws, regulations, or judicial order.
  - (i) To the extent stipulated in any grant agreement, partnership agreement, donation agreement, or other agreement, PARTIES shall duly notify any grantors, donors, partners or other party, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement or other funding source, and shall provide the opportunity for attendance and participation by grantor, donor, partner, or other respective representatives;
  - (ii) PARTIES shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of PARTIES; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either PARTY, in whole or in part, pursuant to the installation of additional improvements, shall contain any acknowledgements required under any related grant agreement, partnership agreement, donation agreement or other agreement or funding source; and
  - (iii) LAPF and TM23 agree that any public release or distribution of information related to the PROJECT, this AGREEMENT, and/or any related project, programs or services, shall include the following statement at the beginning or introduction of such release:

“In collaboration with the City of Los Angeles  
Department of Recreation and Parks”

9. DONOR RECOGNITION, FIELD NAMING, AND FUNDRAISING

- A. RAP shall maintain the right to use the name of the FIELD in conducting RAP operations, events, and activities. For purposes of clarification, CITY shall have no right to use the LAPF or TM23 name in any manner that suggests they are a sponsor or co-sponsor of any daily operations or events at the FIELD to which they are not affiliated or sponsoring. No other company, entity or individual's name shall be used in connection with the IMPROVEMENTS or FIELD during the TERM of this AGREEMENT, without RAP's prior written approval.
- B. RAP shall, upon the expiration or termination of this AGREEMENT, cease and desist from all use of the LAPF and/or TM23 name and other intellectual property of theirs, in any way, including without limitation, removal from all signage related to the PROJECT.
- C. **Field Naming.** In accordance with the RAP Naming Policy and the BOARD's approval, the FIELD shall be named: "Tommy's Field"
- D. **Donor Recognition.** In conformance with the RAP Sponsorship Recognition Policy, the PROJECT FUNDERS shall be recognized for their generosity through BOARD approved sponsorship recognition signage at the FIELD acknowledging the GIFT and demonstrating the CITY's appreciation to the public. In accordance with the BOARD's approval, the recognition signage to be displayed at the FIELD shall be in the form, size, and design illustrated by the Recognition Signage renderings included in Exhibit D of this AGREEMENT.
- E. As owner of the PARK and FIELD, RAP shall have the right to seek and secure donors and sponsors (but not the obligation) and place and/or remove any RAP generated sponsorship recognition signage, logo(s), and/or trademark(s) of future FIELD, PARK, and/or RAP facility and/or program sponsors, donors, and contributors on or around the FIELD, pursuant to RAP Policy and procedures and subject to the BOARD's prior approval.
- F. LAPF AND TM23 shall maintain the right to seek and secure future donations and sponsors through fundraising campaigns, social media outlets, and general donations, subject to prior review and approval by RAP to ensure compliance with RAP policies and practices. Nothing in this provision (10.F.) or AGREEMENT shall limit or restrict RAP's right or ability to seek, secure, and implement any sponsorship, donation, or other fundraising event at, or for the FIELD or PARK.

10. USE OF MARKS:

Notwithstanding any provision herein, no PARTY shall use the other's trademarks, trade-names or logos (each, a "Mark") without the prior written approval of the other. Each Mark shall remain the sole and exclusive intellectual property of the respective PARTY.

11. REPRESENTATIONS AND WARRANTIES:

- A. LAPF represents and warrants that it has the right and power to enter into and perform this AGREEMENT, and to grant the rights granted herein.
- B. TM23 represents and warrants that it has the right and power to enter into and perform this AGREEMENT, and to grant the rights granted herein.
- C. CITY represents and warrants that it has the right and power to enter into and perform this AGREEMENT, and that it will comply with all applicable rules, regulations, ordinances and laws related to the use and operation of the FIELD.

12. INDEMNIFICATION/HOLDHARMLESS:

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, LAPF and TM23 shall defend, indemnify and hold harmless CITY and any of its 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 (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including LAPF and TM23's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by LAPF and/or TM23, CONTRACTORS, **subcontractors**, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this Section 12 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.

In the event of third-party loss caused by the negligence, wrongful act or omission of more than one PARTY, each PARTY hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or may be judicially determined.

13. BOOKS AND RECORDS:

PARTIES shall maintain records, including records of financial transactions, pertaining to the performance of this AGREEMENT, in their original form, in accordance with requirements prescribed by CITY. These records shall be retained for a period of the lesser of three (3) years after termination of this AGREEMENT or ten (10) years from the date of the record. Said records shall be subject to examination and audit by authorized CITY, LAPF, TM23 personnel or by their representative(s) at any time during the TERM of this AGREEMENT, or within the three years following the termination date of this AGREEMENT.

14. GENERAL:

- A. This AGREEMENT sets forth the entire understanding of the PARTIES hereto, with respect to the subject matter hereof. There are no other representations, understandings, or agreements between the PARTIES relative to such subject matter. Any variation or amendment to this AGREEMENT shall be in writing and signed by all PARTIES.
- B. Nothing herein contained shall constitute a partnership or joint venture by the PARTIES of this AGREEMENT. This AGREEMENT is not intended for the benefit of any non-contributing entity.
- C. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflicts of law. PARTIES consent to the sole and exclusive jurisdiction and venue in the Federal or State courts in Los Angeles County, California, and agree that all disputes based on or arising out of this AGREEMENT shall only be submitted to and determined by said courts, which shall have sole and exclusive jurisdiction.
- D. Any notices permitted or required to be given under this AGREEMENT shall be sent by courier and addressed to the PARTIES as follows:

CITY: City of Los Angeles  
Department of Parks and Recreation  
Attn: Partnership Division  
221 North Figueroa Street, Suite 180  
Los Angeles, CA 90012

(213) 202-5600

LAPF: Los Angeles Parks Foundation  
c/o: Carolyn Ramsey, Executive Director  
Griffith Park Nursery House  
2650 North Commonwealth Avenue  
Los Angeles, CA 90027

(310) 472-1990

TM23: TM23 Foundation  
Attn: Nikki & Doug Mark  
10434 Wyton Drive  
Los Angeles, CA 90024

(323) 829-8300

- E. Notices shall be deemed received when delivered by courier. PARTIES may change the person and address to which notice shall be given by giving notice of such change pursuant to the provisions of this AGREEMENT.

- F. The provisions of this AGREEMENT that, by their nature, are intended to survive, shall survive the expiration or earlier termination of this AGREEMENT.
- G. No right, obligation, duty, benefit or promise of this AGREEMENT, or any portion thereof, may be assigned by either PARTY without the express written consent of the other PARTIES; provided that LAPF and TM23 may assign to an affiliate with prior written consent by RAP.
- H. RAP's use of the FIELD shall be primary to any other use by any other party, including LAPF and TM23.
- I. If any provision of this AGREEMENT is declared or determined to be unlawful, invalid or unconstitutional, that declaration shall not in any manner affect the legality of the remaining provisions, and each provision of this AGREEMENT shall be deemed to be separate and severable from every other provision.

15. RATIFICATION:

At the request of the PARTIES, and because of the need therefore, performance of the responsibilities stipulated herein may have been required prior to the execution of this AGREEMENT. By its execution hereof, PARTIES hereby accept such performance of responsibilities subject to all the terms, covenants, and conditions of this AGREEMENT, and ratify this AGREEMENT between the PARTIES for such actions.

16. INCORPORATION OF DOCUMENTS

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

- Exhibit A: Site Plan
- Exhibit B: Project Details
- Exhibit C: Project Cost Estimate
- Exhibit D: Recognition Signage Renderings
- Exhibit E: Schedule of Programs, Events, and Activities

**[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 BOARD OF  
RECREATION AND PARK COMMISSIONERS

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

LOS ANGELES PARKS FOUNDATION, a  
California public benefit corporation

By \_\_\_\_\_

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

TM23 Foundation,  
a California non-profit corporation

By \_\_\_\_\_

Approved as to Form:

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

Title: \_\_\_\_\_

MICHAEL N. FEUER,  
City Attorney

By \_\_\_\_\_

DEPUTY CITY ATTORNEY

# Exhibit A

## Site Plan and Scope of Work

Westwood Recreation Complex  
1350 South Sepulveda Boulevard, Los Angeles, CA 90025



### CURRENT PROPOSED CONCEPTUAL PLAN

WESTWOOD RECREATION CENTER - SYNTHETIC FIELD / TENNIS / BASKETBALL / RESTROOMS

CITY OF LOS ANGELES  
DEPT. OF RECREATION AND PARKS

## **Exhibit B**

### **Project Details**

#### **Scope of Work:**

- 1) Demolition and removal to include: 6 tennis courts, 15 trees, 2 basketball courts and maintenance storage sheds;
- 2) Install new 180'x300' synthetic multi-purpose field with fencing and shaded bleachers (16' high CL fence behind goal, 4' high CL fence along touch line sides);
- 3) Install 2 new tennis courts and refurbish 2 existing tennis courts;
- 4) Install 2 new basketball courts, including goals and backboards;
- 5) Install new lighting for synthetic field, tennis courts, and basketball courts;
- 6) Install new pre-fabricated restroom building;
- 7) Installation of new drinking fountains;
- 8) Landscape and irrigation improvements;

## Exhibit C

### Project Cost Estimate

| Westwood Park Synthetic Soccer Final Cost Estimate - 8/14/19 |   |          |      |              |                   |
|--|---|----------|------|--------------|-------------------|
|  | Description                                   | Quantity | Unit | Costs/Unit   | Total             |
| <b>General Overhead</b>                                      |   |          |      |              |                   |
|  | Project Admin                                 | 1        | ls   | \$ 26,000.00 | \$ 26,000         |
|  | Project Management, Design & Specs            | 1        | ls   | \$ 36,000.00 | \$ 36,000         |
|  | Temporary Measures                            | 1        | ls   | \$ 9,000.00  | \$ 9,000          |
|  | Construction Sign                             | 1        | ea   | \$ 2,500.00  | \$ 2,500          |
|  | <b>Subtotal</b>                               |          |      |              | <b>\$ 73,500</b>  |
| <b>Removals - Multipurpose field</b>                         |   |          |      |              |                   |
|  | Excavation                                    | 76,800   | sq   | \$ 0.43      | \$ 33,024         |
|  | Rough grading                                 | 76,800   | sq   | \$ 0.68      | \$ 52,224         |
|  | <b>Subtotal</b>                               |          |      |              | <b>\$ 85,248</b>  |
| <b>Sub-Grade Base and Drainage Synthetic Turf</b>            |   |          |      |              |                   |
|  | Geotextile fabric                             | 76,800   | sf   | \$ 0.30      | \$ 23,040         |
|  | Cement treat existing soil                    | 76,800   | sf   | \$ 1.00      | \$ 76,800         |
|  | 8" solid drain pipe                           | 1,060    | lf   | \$ 46.00     | \$ 48,760         |
|  | Construct catch basin                         | 1        | ea   | \$ 2,600.00  | \$ 2,600          |
|  | Construct Permavoid retention system          | 1        | ea   | \$100,000.00 | \$ 100,000        |
|  | Trexboard headers                             | 1,060    | lf   | \$ 7.60      | \$ 8,056          |
|  | Fine grading                                  | 76,800   | sf   | \$ 0.30      | \$ 23,040         |
|  | <b>Subtotal</b>                               |          |      |              | <b>\$ 282,296</b> |
| <b>Construction-Multipurpose Field</b>                       |   |          |      |              |                   |
|  | Concrete curb                                 | 1,052    | lf   | \$ 20.67     | \$ 21,745         |
|  | 16' high C.L. fencing - goal sides            | 210      | lf   | \$ 200.00    | \$ 42,000         |
|  | 4' high C.L. fencing - touch sides            | 842      | lf   | \$ 45.00     | \$ 37,890         |
|  | 4' wide and 12' wide C.L. gates               | 1        | ls   | \$ 2,600.00  | \$ 2,600          |
|  | Goal area backstops netting                   | 2        | ea   | \$ 7,000.00  | \$ 14,000         |
|  | <b>Subtotal</b>                               |          |      |              | <b>\$ 118,235</b> |
| <b>Synthetic Turf</b>  |   |          |      |              |                   |
|  | City of LA Turf with zeo-fill                 | 76,800   | sf   | \$ 6.21      | \$ 476,928        |
|  | <b>Subtotal</b>                               |          |      |              | <b>\$ 476,928</b> |
| <b>Removals, demo</b>  |   |          |      |              |                   |
|  | Tennis courts (6)                             | 46,080   | sf   | \$ 1.75      | \$ 80,640         |
|  | Sport lights (26)                             | 1        | ls   | \$ 23,400.00 | \$ 23,400         |
|  | Concrete paving                               | 25,200   | sf   | \$ 3.00      | \$ 75,600         |
|  | Asphalt paving (Basketball courts)            | 19,760   | sf   | \$ 2.25      | \$ 44,460         |
|  | Excavate and haul away                        | 800      | cy   | \$ 30.00     | \$ 24,000         |
|  | Trees (11)                                    | 1        | ls   | \$ 14,300.00 | \$ 14,300         |
|  | <b>Subtotal</b>                               |          |      |              | <b>\$ 262,400</b> |
| <b>Construction-Multipurpose Field</b>                       |   |          |      |              |                   |
|  | Concrete paving - walkway                     | 16,125   | sf   | \$ 12.00     | \$ 193,500        |
|  | New Tennis courts                             | 2        | ea   | \$100,000.00 | \$ 200,000        |
|  | New Basketball courts                         | 2        | ea   | \$ 75,000.00 | \$ 150,000        |
|  | Rough grading                                 | 32,403   | sf   | \$ 0.13      | \$ 4,212          |
|  | Finish grading                                | 32,403   | sf   | \$ 0.20      | \$ 6,481          |
|  | Existing Tennis courts - pump and drainage    | 1        | ls   | \$ 50,000.00 | \$ 50,000         |
|  | Existing tennis courts retaining wall repair  | 1        | ls   | \$ 20,000.00 | \$ 20,000         |
|  | Site Stormwater and drainage                  | 1        | ls   | \$ 50,000.00 | \$ 50,000         |
|  | <b>Subtotal</b>                               |          |      |              | <b>\$ 674,193</b> |
| <b>Restroom</b>  |   |          |      |              |                   |
|  | New Pre-fab Restroom                          | 1        | ls   | \$500,000.00 | \$ 500,000        |
|  | <b>Subtotal</b>                               |          |      |              | <b>\$ 500,000</b> |
| <b>Tennis</b>  |   |          |      |              |                   |
|  | Refurbish Existing Tennis Court               | 2        | ea   | \$ 25,000.00 | \$ 50,000         |
|  | <b>Subtotal</b>                               |          |      |              | <b>\$ 50,000</b>  |
| <b>Electrical and Lighting</b>                               |   |          |      |              |                   |
|  | Basketball - 3 poles with 12 lights -2 courts | 1        | ls   | \$ 80,000.00 | \$ 80,000         |
|  | Tennis - 10 poles with 32 lights - 4 courts   | 1        | ls   | \$200,000.00 | \$ 200,000        |

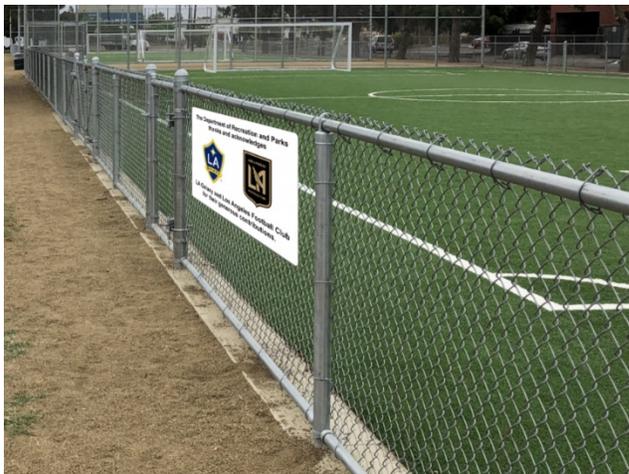
## Exhibit C (continued)

### Project Cost Estimate

|   |        |    |              |    |              |                |
|---|--------|----|--------------|----|--------------|----------------|
| Soccer - 4 x 60' high poles and fixtures  | 1      | ls | \$200,000.00 | \$ | 200,000      |                |
| Subtotal                                  |        |    |              |    |              | \$ 480,000     |
| <b>Irrigation</b>                         |        |    |              |    |              |                |
| Irrigation adjustment                     | 32,403 | sf | \$ 2.50      | \$ | 81,008       |                |
| Subtotal                                  |        |    |              |    |              | \$ 81,008      |
| <b>Site Furnishings</b>                   |        |    |              |    |              |                |
| 5 row x 27' bleachers with shade - soccer | 2      | ea | \$ 50,000.00 | \$ | 100,000      |                |
| 3 row x 21' bleachers with shade - BB     | 4      | ea | \$ 20,000.00 | \$ | 80,000       |                |
| Benches with shade - tennis               | 8      | ea | \$ 10,000.00 | \$ | 80,000       |                |
| Drinking fountains                        | 2      | ea | \$ 20,000.00 | \$ | 40,000       |                |
| Subtotal                                  |        |    |              |    |              | \$ 300,000     |
| Site Subtotal                             |        |    |              |    |              | \$3,383,807.33 |
| CONTINGENCY                               | 15%    |    |              |    | \$507,571.10 |                |
| Site Total                                |        |    |              |    |              | \$3,891,378.43 |
| Total Construction Cost:                  |        |    |              |    |              | \$3,891,378.43 |
| <b>Donation:</b>                          |        |    |              |    |              |                |
| CONTINGENCY                               | 15%    |    |              |    | \$155,431.03 | \$1,036,206.84 |
| Total Donation Construction Cost:         |        |    |              |    |              | \$1,191,637.87 |
| <b>RAP:</b>                               |        |    |              |    |              |                |
| CONTINGENCY                               | 15%    |    |              |    | \$352,140.07 | \$2,347,600.49 |
| Total RAP Quimby Construction Cost:       |        |    |              |    |              | \$2,699,740.56 |

**Exhibit D**

**Recognition Signage**



**Exhibit E**

**Schedule of Field Programming, Annual Events, and Activities**

## A. Department of Recreation and Parks Programs and Activities

The following, which is subject to change at the discretion of the DIC, is the initial allocation time for use of the Field by RAP, the general public, and Permits.

1. **Public Free Play:** 20%
2. **RAP Programming:** 45%
3. **RAP Permitting:** 35%

## B. TM23 Foundation Annual Events and Activities

1. **Tommy Mark Memorial Event:** An annual event on the day of Tommy Mark's passing (April 17<sup>th</sup>) to honor his memory.
  - Inaugural Event Day – Friday, April 17, 2020 (5:00 pm to 9:00 pm), subject to coordination with the Westwood Recreation Center Director in Charge (DIC).
  - Second Annual Event Day – Saturday, April 17, 2021 (4 hour period between 8 am and 6:00 pm, subject to coordination with the PARK's DIC.)
  - Third Annual Event Day – Sunday, April 17, 2022 (4 hour period between 8 am and 6:00 pm, subject to coordination with the PARK's DIC.)
  - Subsequent April 17<sup>th</sup> Annual Event Days shall be scheduled and coordinated between TM23 and the PARK's DIC.
2. **TM23 Foundation Annual Tommy Mark Soccer Tournament:** An annual tournament in honor of Tommy Mark on or near his birthday (May 14<sup>th</sup>).
  - Inaugural Annual Weekend Tournament – May 16<sup>th</sup> and 17<sup>th</sup>, 2020 (8:00 am to 8:00 pm)
  - Subsequent annual tournaments shall be scheduled on the weekend before or after May 14<sup>th</sup>, subject to scheduling and coordination with the DIC.
3. **TM23 Annual Special Soccer Event Weekend:** An annual weekend event held on the first or second weekend of December (8:00 am to 6:00 pm), which scope of activities may vary, such as but not limited to, a tournament, clinic, camp, or other planned activity.