

MEETING AGENDA
CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
FACILITY REPAIR AND MAINTENANCE COMMISSION TASK FORCE

Wednesday, September 18, 2019 at 8:30 a.m.

Algin Sutton Recreation Center
Classroom
8800 South Hoover Street
Los Angeles, CA 90044

LYNN ALVAREZ, CHAIR
JOSEPH HALPER, COMMISSIONER

Staff:
Michael A. Shull, General Manager
Cathie Santo Domingo, Acting Assistant General Manager
Darryl Ford, Acting Superintendent
City Attorney Representative

EVERY PERSON WISHING TO ADDRESS THE COMMISSION TASK FORCE MUST COMPLETE A SPEAKER REQUEST FORM AT THE MEETING AND SUBMIT IT TO THE TASK FORCE REPRESENTATIVE PRIOR TO CONSIDERATION OF THE ITEM.

PURSUANT TO COMMISSION POLICY, PUBLIC COMMENTS ON AGENDA ITEMS MAY BE HEARD ONLY AT THE TIME THE RESPECTIVE ITEM IS CONSIDERED. EACH SPEAKER WILL BE GRANTED TWO MINUTES FOR PUBLIC COMMENT, WITH FIFTEEN (15) MINUTES TOTAL ALLOWED FOR PUBLIC PRESENTATION. THE TIME LIMIT FOR PUBLIC COMMENT ON EACH RESPECTIVE ITEM SHALL BE SET AT THE DISCRETION OF THE COMMISSION TASK FORCE CHAIR. PUBLIC COMMENTS ON ALL OTHER MATTERS WITHIN THE COMMISSION TASK FORCE'S SUBJECT MATTER JURISDICTION WILL BE HEARD DURING THE PUBLIC COMMENT PERIOD OF THE MEETING.

1. CALL TO ORDER

2. CURRENT BUSINESS

A. Westwood Recreation Center – Synthetic Soccer Field Project
Discussion of Proposed Synthetic Soccer Field and Related Improvements

3. PUBLIC COMMENT

Comments by the Public on Matters within Task Force Jurisdiction.

4. NEXT MEETING

The next Facility Repair and Maintenance Commission Task Force Meeting is tentatively scheduled for Wednesday, October 2, 2019 at 8:30 a.m. at Glassell Park Recreation Center, 3650 Verdugo Rd., Los Angeles, CA 90065.

5. ADJOURNMENT

September 18, 2019

NOTICE OF POSSIBLE FUTURE AGENDA ITEMS

THE MATTERS LISTED BELOW ARE REQUESTS BY COMMISSIONERS TO SCHEDULE SPECIFIC FUTURE AGENDA ITEMS. THE ITEMS ARE NOT FOR DISCUSSION AT THIS MEETING AND NO ACTION WILL BE TAKEN BY THE COMMISSIONERS AT THIS TIME. THE INTENT OF THIS NOTICE IS TO ADVISE THE COMMISSIONERS AND THE PUBLIC THAT THESE ITEMS ARE LIKELY TO APPEAR OF FUTURE AGENDAS OF THIS TASKFORCE. THE LIST IS NOT EXHAUSTIVE AND THE AGENDA ITEMS ARE SUBJECT TO CHANGE.

- A. GRIFFITH PARK – AERIAL TRANSIT SYSTEM
DISCUSSION OF FEASIBILITY STUDY UPDATE
- B. WEST LOS ANGELES DOG PARKS
INFORMATIONAL DISCUSSION

Additional Information

Under the California State Ralph M. Brown Act, those wishing to make audio recordings of the Commission Task Force Meetings are allowed to bring tape recorders or camcorders in the Meeting.

Sign language interpreters, assistive listening devices, or any auxiliary aides and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact the Commission Office at (213) 202-2640.

Information on Agenda items may be obtained by calling the Commission Office at (213) 202-2640. Copies of the Commission Task Force Agenda may be downloaded from the Department's website at www.laparks.org.

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
FACILITY REPAIR AND MAINTENANCE COMMISSION TASK FORCE BRIEFING
(September 18, 2019)

Westwood Park Proposed Improvements

Discussion of proposed new multi-purpose field (a donation), and new tennis courts, basketball courts and field restroom.

Westwood Park is located south of Westwood Village in West Los Angeles at 1350 South Sepulveda Boulevard in Council District 5.

The proposed scope of work consists of construction of a new full size (180' x 300' feet) synthetic turf multi-purpose field with typical field accessories such as LED lighting, 2 bleachers with shade covers, drinking fountain and accessible pathway. Four-foot tall fencing would be placed along the sidelines and taller netting will be placed behind the goal ends. 2 new tennis courts would be constructed in the northwest area of the park adjacent to the 2 remaining tennis courts. The new tennis courts would have RAP's standard tennis court fencing, screening fabric, tennis nets and shade covered benches. Two new basketball courts with LED lighting and a drinking fountain would be constructed on the north side of the park, where the maintenance yard is currently located. The maintenance yard would be reconfigured and/or moved elsewhere (location TBD) in the park. A new pre-fabricated 4 stall field restroom would be placed in the park. All of the above improvements would be fully accessible. The fencing at the existing soccer field would be lowered to be 4' tall.

Overall, of the existing 8 tennis courts, 6 courts would be removed, 2 new courts would be added. The park would then have 4 tennis courts. Bleachers and benches with shade covers would be placed at the tennis courts. Bleachers with shade covers would be placed at the basketball courts.

It is anticipated that 15 trees will need to be removed. Mitigation trees will be planted. Quantity and species are to be determined.

Total Project cost is currently estimated at \$3,900,000. Funding in the amount of \$1,200,000 would be donated by TM23 Foundation; and specified for the proposed synthetic multi-purpose field. Quimby/Park Fees are proposed to be allocated to fund the remaining proposed park improvements.

Community Outreach:

- 5-7-2019: Westwood Park PAB Community meeting – RAP staff presentation
- 5-21-2019: Westwood Community Council – RAP staff presentation
- 5-23-2019 : Westwood Park - RAP Community meeting
- 5-24-2019: West LA Chamber of Commerce – RAP staff presentation
- 6-10-2019: Westwood North Neighborhood Council – RAP staff presentation
- 6-12-2019: Westwood Neighborhood Council- RAP staff presentation
- 7-27-2019: Westwood Park – RAP Roundtable Community Meeting – Panel Discussion, Q&A

The proposed project was presented to the Department of Recreation and Park's Facility Repair and Maintenance Task Force on August 21, 2019

**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 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 other interested stakeholders (collectively, “the Community”) through various forms of public outreach and participation, reflecting the Community’s support for RAP to implement various park improvements at the PARK; 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"), which TM23 has agreed to donate such funds shall be applied 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 identified certain modifications and adjustments to the PARK's existing design that would be necessary to accommodate the development of the FIELD and not impact certain PARK features such as the natural turf, open green space area at the center of the PARK typically used for public passive recreation, and therefore redesigned the PARK by reconfiguring, relocating, and redeveloping certain amenities as described herein. Such modifications 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 illustrated by the Design Renderings and Details attached hereto and incorporated herein by reference as Exhibit B; and,

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 Budget 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 existing contractors and/or vendors currently under contract with

Tommy's Field RAP Revised Draft (09-12-2019)

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 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 and the FUNDERS for their CONTRIBUTIONS to towards the development of FIELD, through the construction of a donor wall ("DONOR WALL") included as part of the FIELD's design, 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 N. 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 Budget 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 comingle 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 negligence or willful misconduct by CITY adversely impacting 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.

in accordance with the terms and conditions of this AGREEMENT, and pursuant to approved PLANS, including the design and specifications.

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 Design Renderings and Details (Exhibit-B).
- (iii) Included in the PLANS are design specifications for a donor recognition wall ("DONOR WALL") intended to recognize and acknowledge those individuals and entities who contributed to the development of the FIELD through donations to TM23, as described and illustrated by the PROJECT Site Plan and Design Renderings attached hereto as Exhibits A and B, respectively.
- (iv) RAP agrees to discuss and document in writing with TM23, 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.

B. Construction:

- (i) Prior to the commencement of any construction activities, RAP and TM23 will review the implementation of FIELD improvements, including but not limited to logistics, timeline, authorities, and its 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, LAFB 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 the days and hours 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 to accommodate 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 Public Free Play days and hours stipulated in Exhibit E, the general public shall also have access to the FIELD during such days and hours 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.

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, budget and specifications, in exchange for a renewal of this AGREEMENT for an additional ten (10) year period, or execution of a new agreement for a ten (10) year term with additional provisions to address and/or correct past or future scenarios requiring review and/or correction. Such FIRST RIGHT OF REFUSAL shall renew every ten (10) years in order to preserve TM23's naming rights and any additional terms established under any subsequent agreements, and shall remain in effect until such time PARTIES agree to no longer renew such terms, or this AGREEMENT, or subsequent agreement(s) are terminated by either PARTY as otherwise permitted herein.

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 upon completion of the PROJECT and its acceptance by the BOARD, 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 shall be authorized to remain displayed at the FIELD for a period of ten (10) years (“RECOGNITION PERIOD”) 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 returned by RAP to LAPF, who shall then return said portion of remaining 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, this AGREEMENT, and/or the construction of any additional improvements at the PARK, 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, FUNDERS shall be recognized for their generosity through BOARD approved sponsorship recognition signage at the FIELD in the form of*(language to be inserted upon final determination)* acknowledging the GIFT and demonstrating the CITY’s appreciation to the public. Pursuant to the mutual approval of PARTIES and BOARD approval, 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, neither 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, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this Section 13 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 N. 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, TM23, and FUNDERS.

- 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 were 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: Design Renderings and Details
- Exhibit C: Project Cost Estimate and Budget
- Exhibit D: Recognition Signage and Donor Wall Renderings
- Exhibit E: TM23 Schedule of 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 _____

Title: _____

Approved as to Form:

Date: _____

MICHAEL N. FEUER,
City Attorney

By _____

DEPUTY CITY ATTORNEY

Exhibit A

Site Plan

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

Note: *The Relocation of the Existing Basketball Courts is pending.*

Exhibit B

Design Renderings and Details

PENDING FINAL DETERMINATION

Exhibit C

Project Cost Estimate and Budget

PENDING FINAL DETERMINATION

Exhibit D

Recognition Signage and Donor Wall



Exhibit D (continued)

Recognition Signage and Donor Wall

SPACE SAVER FOR POSSIBLE DONOR WALL RENDERING

Exhibit-E

Schedule of Annual Events and Activities

A. Department of Recreation and Parks Annual Events and Activities

The following schedule is subject to change at the discretion of the DIC.

1. Public Free Play:

- September through May:
 - Monday through Friday 3:30 pm to 5:30 pm
 - Saturday 3:30 pm to 6:30 pm
 - Sunday Available 8:00 am to 5:00 pm, subject to RAP permitting
- June through August:
 - Monday through Friday 3:30 pm to 5:30 pm
 - Saturday 3:30 pm to 5:30 pm
 - Sunday Available 8:00 am to 5:30 pm, subject to RAP permitting

2. RAP Programming:

- September through May:
 - Monday through Friday 5:30 pm to 7:30 pm
 - Saturday 8:30 am to 3:30 pm
- June through August:
 - Monday through Friday 8:00 am to 3:30 pm
 - Saturday 8:30 am to 3:30 pm

3. RAP Permitting:

- September through May:
 - Monday through Friday Available 7:30 pm to Close
 - Saturday Available 6:30 pm to Close
 - Sunday Available 8:00 am to 5:30 pm
- June through August:
 - Monday through Friday Available 5:30 pm to Close
 - Saturday Available 5:30 pm to Close
 - Sunday Available 8:00 am to 5:30 pm

B. TM23 Foundation Annual Events and Activities

1. **Tommy Mark Memorial Event:** An annual event on the day of Tommy Mark's passing (April 17th) 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 17th 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 14th).
 - Inaugural Annual Weekend Tournament – May 16th and 17th, 2020 (8:00 am to 8:00 pm)
 - Subsequent annual tournaments shall be scheduled on the weekend before or after May 14th, subject to scheduling and coordination with the DIC.

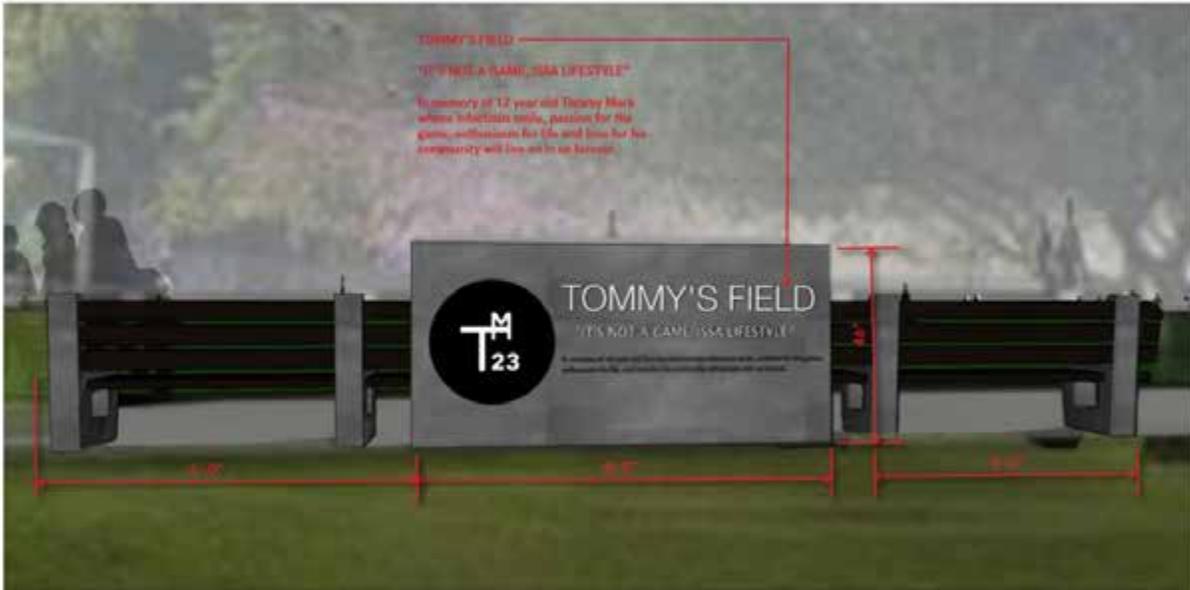
3. **TM23 Annual Special Soccer Event Weekend:** An annual weekend event held on the first or second weekend of December (8:00 am to 6:00 pm), which scope of activities may vary, such as but not limited to, a tournament, clinic, camp, or other planned activity.

Donor Wall Option #1

Exhibit D (continued)

Recognition Signage and Donor Wall

VIEW 3: DONOR WALL (BACK) ENLARGED DRAWING
OPTION 1



VIEW 2: DONOR WALL (CLOSE-UP)
OPTION 1



**Donor Wall Option #1
(continued)**

Exhibit D (continued)

Recognition Signage and Donor Wall

DONOR WALL (FRONT) ELEVATION



DONOR WALL (BACK) ELEVATION



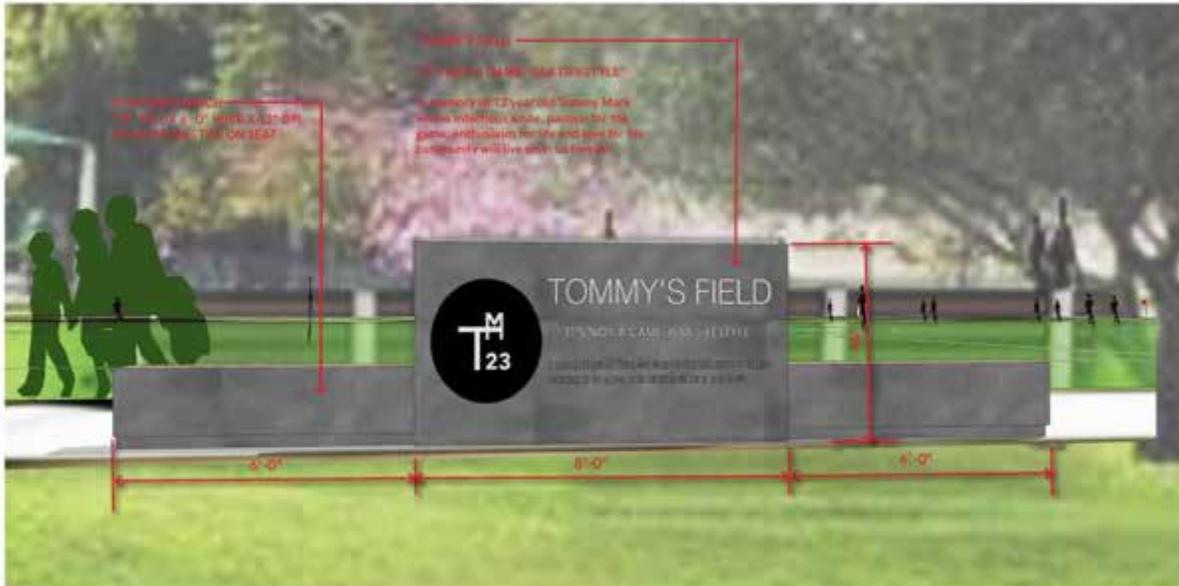
ENLARGED DONOR WALL DETAILING



Exhibit D (continued)

Recognition Signage and Donor Wall

VIEW 3: DONOR WALL (BACK) ENLARGED DRAWING
OPTION 2



DAKOTA

VIEW 2: DONOR WALL (CLOSE-UP)
OPTION 2



DAKOTA

**Donor Wall Option #2
(continued)**

Exhibit D (continued)

Recognition Signage and Donor Wall

DONOR WALL (FRONT) ELEVATION



ENLARGED DONOR WALL DETAILING



**Donor Seat Wall
Sample Option #3**

Exhibit D (continued)

Recognition Signage and Donor Wall



**Donor Seat Wall
Sample Option #3
(continued)**

Exhibit D (continued)

Recognition Signage and Donor Wall





WESTWOOD REC. CTR.

AERIAL
MWL 5-23-2019



LEGEND:

- ① NEW SYNTHETIC MULTI-PURPOSE ACCESSIBLE FIELD
- ② A.D.A. - NEW CONCRETE WALKWAY
- ③ NEW BLEACHERS WITH SHADES COVER (OPTIONAL)
- ④ NEW SPORTS LIGHT
- ⑤ NEW DRINKING FOUNTAIN.
- ⑥ NEW 4' HIGH FENCE
- ⑦ NEW 16' HIGH FENCE
- ⑧ NEW RESTROOM

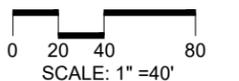


FIRST PROPOSED CONCEPTUAL PLAN

WESTWOOD REC. CTR. - SYNTHETIC MULTI-PURPOSE FIELD/ RESTROOMS / TENNIS



NORTH





CURRENT PROPOSED CONCEPTUAL PLAN

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

MOTOR AVE.

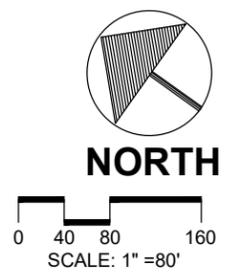


**180' X 300'
SYNTHETIC
MULTI-PURPOSE
FIELD**

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.



MOTOR AVE.

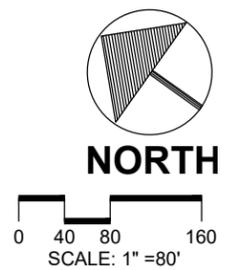


**180' X
300'
SYNTHETIC
MULTI-PURPOSE
FIELD**

NOTES:

- 1. IMPACTS TREES**
- 2. IMPACTS ROAD AND PARKING LOT**

CHEVIOT HILLS REC. CTR.



MOTOR AVE.

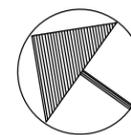


**180' X
300'
SYNTHETIC
MULTI-PURPOSE
FIELD**

NOTES:

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

CHEVIOT HILLS REC. CTR.



NORTH





STONER REC. CTR.

NOTE:

- 1. ELIMINATES BASEBALL AND SOFTBALL PROGRAM**

