

APPROVED
AUG 08 2018

**BOARD OF RECREATION
AND PARK COMMISSIONERS**

BOARD REPORT

NO. 18-164

DATE August 8, 2018

C.D. 8

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ALGIN SUTTON RECREATION CENTER – AGREEMENT WITH THE LOS ANGELES DODGERS FOUNDATION FOR THE ACCEPTANCE OF DREAMFIELD IMPROVEMENTS TO EXISTING SOFTBALL FIELD AND ENHANCEMENTS TO EXISTING BASEBALL DREAMFIELD; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1) [MINOR ALTERATIONS TO EXISTING FACILITIES WHERE THERE WILL BE NEGLIGIBLE OR NO EXPANSION OF USE], CLASS 3(6) [ACCESSORY STRUCTURES] AND CLASS 11(1) [ON-PREMISE SIGNS] OF THE CITY CEQA GUIDELINES

AP Diaz _____	V. Israel _____
R. Barajas _____	S. Pina-Cortez _____
H. Fujita _____	N. Williams <u>NDW</u>



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS:

1. Approve the proposed Agreement included with this Report as Attachment 1, and accept the associated gift from the Los Angeles Dodgers Foundation, Inc. (LADF), consisting of various ball field improvements with an estimated value of Two Hundred Forty-Seven Thousand, Six Hundred Sixty Dollars (\$247,660.00), as described herein, to convert the existing softball field at Algin Sutton Recreation Center into a "Dodgers Dreamfield" and perform minor field enhancements to the existing Dodgers Dreamfield baseball field (collectively, "Gift"), subject to the approval of the City Attorney as to form;
2. Approve the installation of recognition signage in appreciation of the Gift contributions from the LADF, LA84 Foundation, and other LADF Donors, as described in the proposed Agreement and under the oversight of Department of Recreation and Parks (RAP) Planning, Maintenance, and Construction staff (PCM);
3. Direct the Board of Recreation and Parks (Board) Secretary to transmit the proposed Agreement to the City Attorney for review and approval as to form;
4. Determine that the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA), and direct staff to file a Notice of Exemption;

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5. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to prepare a check for Seventy-Five Dollars (\$75.00) to the Los Angeles County Clerk for the filing of the Notice of Exemption; and
6. Authorize the Board of the Recreation and Parks Commission (Board) President and Secretary to execute the Agreement, upon receipt of the necessary approvals.

SUMMARY:

The Los Angeles Dodgers Foundation (LADF) and LA84 Foundation (LA84) have been long-time supporters of RAP for many years, and have been instrumental in garnering additional support from various funding through their business relationships and affiliations, providing RAP with much needed capital funding for facility improvements and monetary contributions in support of RAP recreation programs. In the current project at Algin Sutton Recreation Center, located at 8800 South Hoover Street, Los Angeles 90044, LADF, LA84 and other LADF Donors have committed to fund ball field improvements valued up to Two Hundred Forty-Seven Thousand, Six Hundred Sixty Dollars (\$247,660.00).

Since 2003, when the first Dreamfield opened at Algin Sutton Recreation Center (Algin), LADF has created twenty-five (25) Dodgers Dreamfields at RAP twenty-two (22) park sites. In total and including developments at Los Angeles County and neighboring city parks, the LADF has successfully completed forty-nine (49) Dreamfields in the greater Los Angeles area. With the completion of the Algin softball field conversion into a Dreamfield, the LADF will complete its long-term goal of completing fifty (50) Dodgers Dreamfields. It is very fitting that the culminating, final Dreamfield development be at the birthplace of the Dodgers Dreamfield initiative.

The current project and proposed gift agreement (Agreement) will provide the community with an enhanced softball field which will not only improve the softball experience for players using the field, but will also contribute to community's pride in itself and the park. The proposed Agreement memorializes the agreed-upon terms and conditions for the installation of the field improvements pursuant to plans and specifications approved by the Planning, Maintenance, and Construction Branch (PMC), and the Board's acceptance of the completed improvements as a Gift to the City of Los Angeles. The project scope of work and cost estimate are included in the Agreement as Exhibit-A (Attachment 1). Also included in the Agreement as Exhibit-B, are renderings of the proposed scoreboard design and recognition signage to be displayed at the field to recognize and acknowledge donor contributions in accordance with the RAP Sponsorship Recognition Policy.

The scope of the Algin ball field project consists of various field improvements such as, but not limited to, soil and turf treatment, grading, soil amendments and compaction, and sod installation; in addition to irrigation repair and improvements, infield mix, batter's box and pitching area clay, infield fixtures and conditioner, warning track mix, solar-powered scoreboard, windscreens, shade structures, and a double-tunnel batting cage. LA84 is contributing Twenty-five Thousand Dollars (\$25,000.00) while LADF and additional LADF Donors are providing Two Hundred Twenty-Two Thousand, Six Hundred Sixty Dollars (\$222,660.00), for a total funding contribution of up to Two Hundred Forty-Seven Thousand, Six Hundred Sixty Dollars (\$247,660.00), which shall be used to fund the majority of the project components (softball field

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and existing Dreamfield), including labor and a subsequent field maintenance period of six (6) weeks while the turf and soil improvements establish themselves. RAP has agreed to contribute Forty Thousand Dollars (\$40,000.00) towards fencing and dugout improvements at the softball field. Any project cost over-runs beyond the estimated project cost of Two Hundred Eight-Seven Thousand, Six Hundred and Sixty Dollars (\$287,660.00) will be funded by LADF.

LADF portions of the project will be performed by Landmark Construction Solutions, Inc. dba Landmark Sports (Landmark) in coordination with PMC staff, under the authority of a right of entry permit (ROE) issued by PMC to Landmark. RAP will oversee the performance of its portion of the project (dugout and fencing) through an existing, on-call contractor already under contract with RAP.

An informal project groundbreaking event was held on July 30, 2018, which was followed by the commencement of work on both fields. The project is estimated to take eight (8) weeks to complete. The date for the grand opening event is tentatively scheduled for September 22, 2018.

ENVIRONMENTAL IMPACT STATEMENT:

The proposed project consists of an Agreement between RAP and LADF to install ball field improvements, batting cages, shade structures and signs on existing ball fields and involves the removal of existing natural turf and soil, installation of new soil and turf material, and placement of on-site signs at an established public park. Staff recommends the Board determine that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1), Class 3(6) and Class 11(1) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

FISCAL IMPACT STATEMENT:

The majority of the project will be funded by LADF, LA84, and LADF Donors. RAP's portion of the project is being funded through RAP's Maintenance and Repair budget. Future maintenance costs for the fields will continue under the existing budget allocation for Algin Sutton Recreation Center, as the improvements consist of enhancements and upgrades to existing facilities. Should additional maintenance funding be deemed necessary in the future, it's anticipated that any requested increase through the City budget process would be nominal. If specified maintenance funds for the improved fields are not allocated through the budget process, the improvements will be included in the existing Pacific Region maintenance route for the park.

This report was prepared by Joel Alvarez, Senior Management Analyst, Partnership Division.

ATTACHMENT:

Proposed Agreement

**AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
THE LOS ANGELES DODGERS FOUNDATION
FOR THE INSTALLATION OF BASEBALL FIELD IMPROVEMENTS
AT ALGIN SUTTON RECREATION CENTER**

THIS AGREEMENT ("AGREEMENT") is entered into this ___ day of _____, 20____ (the "EFFECTIVE DATE"), by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (collectively, "CITY"), and The Los Angeles Dodgers Foundation, a California nonprofit public benefit corporation ("LADF"), for the installation of softball and baseball field improvements at Algin Sutton Recreation Center ("PROJECT"). CITY and LADF may each be referred to individually as a "PARTY" and/or collectively as "PARTIES."

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP") owns, operates, and maintains real property commonly known as Algin Sutton Recreation Center, located at 8800 South Hoover Street, Los Angeles, CA 90044 ("CENTER"); and,

WHEREAS, LADF supports key cornerstone programs in sports and recreation, education and literacy, health and wellness, and LADF benefits children and families throughout the greater Los Angeles area and is exempt from federal income taxation under Internal Revenue Code Section 501(c)(3), and is not a private foundation under Section 509(a) of the Internal Revenue Code; and,

WHEREAS, LADF has successfully completed numerous "Dodgers Dreamfields" in the greater Los Angeles area, with the long term goal of completing fifty (50) Dodgers Dreamfields, which LADF will accomplish upon completion of the PROJECT; and,

WHEREAS, the PARTIES desire to collaboratively redevelop the existing softball field (the "SB FIELD") at the CENTER into a Dodgers Dreamfield, and install various enhancements at the existing Dodgers Dreamfield baseball field ("DREAMFIELD"), as further described herein (collectively, the "FIELD IMPROVEMENTS"), such Field Improvements collectively valued at up to Two Hundred Eighty-Seven Thousand, Six Hundred and Sixty Dollars (\$287,660.00); and,

WHEREAS, LADF works to establish working relationships with a variety of companies and organizations who are willing to assist LADF in fulfilling its mission, and thus has established a working relationship with LA84 Foundation ("LA84") which has provided LADF with funding in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for the PROJECT; and,

WHEREAS, LADF has secured additional funding amounting up to approximately Two Hundred Twenty-Two Thousand, Six Hundred Sixty Dollars (\$222,660.00), through LADF resources and contributions from additional LADF partners ("LADF DONORS"), to be used collectively towards the PROJECT; and,

WHEREAS, RAP has agreed to contribute funding in the amount of up to Forty Thousand Dollars (\$40,000.00) and contract directly with a licensed contractor selected by RAP ("RAP CONTRACTOR") for those PROJECT components ("RAP CONTRIBUTION") identified on the Project Cost Estimate attached hereto and incorporated herein by reference as Exhibit A, pursuant to project plans and specifications ("PLANS") approved by the RAP Planning, Maintenance, and Construction Branch ("PMC"); and

WHEREAS, the LADF has agreed to contract directly with Landmark Construction Solutions, Inc. (dba LandMark Sports, referred to herein as "LANDMARK") to provide project management services, who has worked extensively on previous Dodgers Dreamfield projects on RAP property, and to pay invoices directly to LANDMARK for the LADF portions of the PROJECT, valued at up to Two Hundred Twenty-Five Thousand, Two Hundred Fourteen Dollars (\$225,214.00), as further described herein; and,

WHEREAS, LADF and the LADF DONORS wish to provide their portion of the FIELD IMPROVEMENTS to RAP as a gift to the City of Los Angeles and its residents (the "GIFT") valued at up to Two Hundred Forty-Seven Thousand, Six Hundred Sixty Dollars (\$247,660.00), and CITY has agreed to accept the GIFT at the meeting of its Board of Recreation and Park Commissioners ("BOARD") held on date , 2018 (Report No. 18-???)

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

Pursuant to this AGREEMENT, the PARTIES hereby agree to work cooperatively to have the FIELD IMPROVEMENTS installed at the SB FIELD and DREAMFIELD (collectively, the "FIELDS") as described herein, and LADF hereby agrees to donate the GIFT to CITY, and CITY hereby agrees to accept the GIFT under the terms and conditions set forth below.

1. Parties.

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

LADF: The Los Angeles Dodgers Foundation
 Dodger Stadium
 1000 Vin Scully Avenue
 Los Angeles, CA 90012
 Attn: David Brennan

2. The PROJECT. Through the monetary contributions described herein, and received by LADF from LA84 and LADF DONORS, LADF shall contract with LANDMARK to manage and oversee the installation of the FIELD IMPROVEMENTS, including, without limitation, the coordination of work with any contractors and/or subcontractors (collectively, "CONTRACTORS") hired by LANDMARK and/or LADF, and RAP CONTRACTORS. The FIELD IMPROVEMENTS will be installed in accordance with the Project Cost Estimate attached as Exhibit A and plans approved by PMC.

RAP shall contract directly with the RAP CONTRACTOR and pay invoices directly for the RAP CONTRIBUTION portion of the PROJECT, valued at up to Forty Thousand Dollars (\$40,000.00) and which are identified on Exhibit A of this AGREEMENT, in coordination with the LADF and LANDMARK. Should the total cost of the RAP CONTRIBUTION exceed Forty Thousand Dollars (\$40,000.00), LADF agrees to fund and pay such cost over the amount of the RAP CONTRIBUTION (\$40,000.00).

In accordance with Section 9 of this AGREEMENT, and in a similar form of previously approved LADF recognition signage installed at other RAP operated Dodgers Dreamfields, LADF shall be authorized to incorporate its name, logo, and/or other identifying mark into the design of the FIELD IMPROVEMENTS, as illustrated by the sample Signage Rendering attached hereto and incorporated herein by reference as Exhibit B. LADF is also authorized to place the same of LA84 and any LADF DONOR who contributed financially to the FIELD IMPROVEMENTS, on or around the respective dugout(s), scoreboard, fencing, or other SB FIELD or DREAMFIELD amenity, subject to prior review and written approval by RAP.

LADF and LANDMARK shall be provided access to the CENTER and the FIELDS, including, without limitation, for ingress-egress and use of certain areas for staging and storage, under the authority of a Right of Entry Permit ("ROE") to be issued by RAP's Planning, Maintenance and Construction Branch.

3. The GIFT. LADF agrees to provide the GIFT to RAP for the primary benefit and enjoyment of City of Los Angeles resident youth. Excluding the RAP CONTRIBUTION, the total value of the GIFT is Two Hundred Forty-Seven Thousand, Six Hundred Sixty Dollars (\$247,660.00).

4. Financial Contributions. The PARTIES agree that the contributors included below shall be acknowledged accordingly for their respective financial contributions towards the FIELD IMPROVEMENTS, as described herein.

CITY	LADF and LADF DONORS	LA84	TOTAL
\$40,000.00	\$222,660.00	\$25,000.00	\$287,660.00

The PARTIES acknowledge and agree that, in the event of project cost overruns and/or savings generated by or due to a change in the scope of the FIELD IMPROVEMENTS, the implementation of any such changes or reallocation of funding (“PROJECT CHANGES”) shall be subject to the mutual agreement of the PARTIES. Upon approval of the PROJECT CHANGES by the PARTIES, PARTIES shall coordinate with LANDMARK to implement the approved PROJECT CHANGES in accordance with the intent mutually agreed to by the PARTIES.

5. CITY’s Covenants: CITY hereby covenants that, in order to induce LADF to enter into this AGREEMENT and to provide the GIFT:
- (a) CITY will contract with the RAP CONTRACTOR and shall be responsible for the completion of such portions of the IMPROVEMENTS identified in Exhibit A, and shall make related invoice payments directly to the RAP CONTRACTOR, up to the amount of Forty Thousand Dollars (\$40,000.00).
 - (b) CITY will maintain the FIELD IMPROVEMENTS in a safe and attractive manner consistent with LADF’s image and reputation, and in accordance with the terms and conditions of applicable product warranty(ies);
 - (b) CITY, which owns the CENTER, shall ensure that the property upon which the FIELD IMPROVEMENTS are located, is free of any liens, encumbrances, or third-party claims that would be inconsistent with the intent of the FIELD IMPROVEMENTS being used for recreation and play activities;
 - (c) RAP shall assist LANDMARK in obtaining all necessary permits, authorizations and consents, as well as issue LANDMARK a Right of Entry Permit (“ROE”) authorizing access to and through the CENTER to perform the FIELD IMPROVEMENTS;
 - (d) In accordance with this AGREEMENT, RAP shall contract with an existing RAP contractor, and shall make payments directly to said RAP contractor for costs and expenses related to the RAP portion of the FIELD IMPROVEMENTS, in accordance with the Preliminary Cost Estimate attached hereto as Exhibit A, and/or as mutually agreed to by the PARTIES;

- (e) In accordance with the RAP Sponsorship Recognition Policy, CITY shall recognize LADF and LADF DONORS for their contributions to the PROJECT, respectively, through the placement of the applicable organization name and logo on the scoreboard and signage (collectively, "RECOGNITION SIGNAGE") at the FIELD IMPROVEMENTS; which shall be kept in such place for so long as the FIELDS are operated by RAP.
 - (f) CITY shall ensure that the FIELDS shall be used exclusively for recreation and play activities for so long as the FIELDS remain open to the public; and
 - (g) CITY is authorized to enter into this AGREEMENT.
6. LADF Covenants: LADF hereby covenants that, in order to induce CITY to enter into this AGREEMENT and to accept the GIFT:
- (a) In accordance with the GIFT and this AGREEMENT, LADF shall contract with LANDMARK and/or CONTRACTORS, and shall make payments in coordination with any applicable RAP payments, directly to LANDMARK and/or CONTRACTORS, for costs and expenses related to the FIELD IMPROVEMENTS, in accordance with the Preliminary Cost Estimate attached hereto as Exhibit A, and/or as mutually agreed to by the PARTIES;
 - (b) In any contracts entered into hereunder by LADF with LANDMARK and/or any CONTRACTORS, LADF shall require LANDMARK and/or such CONTRACTORS, if applicable, to agree in writing to be in compliance with all applicable local, state, and federal regulations and requirements as related to the FIELD IMPROVEMENTS;
 - (c) In any contracts entered into hereunder by LADF with LANDMARK and/or any CONTRACTORS, LADF shall require LANDMARK and/or such CONTRACTORS performing FIELD IMPROVEMENTS at the PROJECT LOCATION to possess appropriate insurance coverage(s) in compliance with the terms and conditions of the Right of Entry Permit issued by RAP or as otherwise directed by RAP, authorizing the installation of the FIELD IMPROVEMENTS;
 - (d) In any contracts entered into hereunder by LADF with LANDMARK and/or any CONTRACTORS, LADF shall require that LANDMARK and/or such CONTRACTORS adhere to the terms and conditions of this AGREEMENT;
 - (e) In any contracts entered into hereunder by LADF with LANDMARK and/or any CONTRACTORS, LADF shall require that the FIELD IMPROVEMENTS be performed in accordance with plans and specifications mutually approved by the PARTIES, and pursuant to the terms and conditions of this AGREEMENT; and

- (f) LADF is authorized to enter into this AGREEMENT.
7. Status: CITY affirms that it is a tax-exempt municipal corporation, and LADF affirms that it is a California nonprofit public benefit corporation.
8. CITY's Books and Records: Throughout the TERM, the PARTIES agree to maintain sufficient operating and financial books, records, and related documentation regarding the GIFT, the FIELD IMPROVEMENTS, and any related activities of the PARTIES related to this AGREEMENT, and further each agree to allow the other PARTY reasonable access to such books, records, and other documentation as related to the GIFT and implementation of this AGREEMENT.
9. Publicity and Recognition:
- (a) The PARTIES shall acknowledge one another as co-contributors in written material(s), news releases, and related marketing or publicity materials, regarding the FIELD IMPROVEMENTS, including, but not limited to, an initial press conference and/or dedication ceremonies for the FIELDS;
 - (b) The PARTIES agree to assist and cooperate in a mutually acceptable grand-opening and/or dedication event at the FIELDS;
 - (c) The PARTIES also shall have the right to publicize, show photographs of, use the name of, and otherwise promote their respective contributions to the FIELDS;
 - (d) LADF shall be given usage of the FIELDS for sports and/or special events upon reasonable notice to RAP, subject to CITY's prior approval, which approval shall not be unreasonably denied, delayed, or withheld. CITY shall not charge LADF a fee for use of the FIELDS for these events, but may charge LADF for CITY's personnel expenses for staff supervision, security, maintenance, and/or traffic control during the event(s);
 - (e) Pursuant to Sections 2 and 5 of this AGREEMENT, and in accordance with the RAP Sponsorship Recognition Policy, LADF shall have the right (but not the obligation) to incorporate the RECOGNITION SIGNAGE described herein, into the design of the FIELD IMPROVEMENTS and place such signage on or around the FIELD IMPROVEMENTS in areas including, but not limited to, the respective dugout(s), scoreboard, fencing, or other amenity at the FIELDS, subject to prior review and written approval by RAP. The content, design, size, and placement of all RECOGNITION SIGNAGE shall be determined by mutual agreement between PARTIES and shall be consistent with City of Los Angeles sign laws, RAP Sponsorship Recognition Policy, and any applicable RAP or City of Los Angeles procedures and/or guidelines;

- (f) Any future proposed change to the name of the FIELDS shall be subject to prior approval by the BOARD, pursuant to the RAP Naming Policy;
- (g) LADF shall have the right, at LADF events at the FIELDS [e.g., events as described in 9(a), 9(b), or 9(e) above], to operate a booth or similar area for community benefit and promotional purposes. The size and location of the booth or similar area shall be subject to RAP prior approval, not to be unreasonably withheld; and
- (h) The PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of the GIFT, the FIELD IMPROVEMENTS, and/or this AGREEMENT; the use or promotion of the FIELD IMPROVEMENTS and/or the construction of any additional improvements at the FIELDS, except as may be legally required by applicable laws, regulations, or judicial order.
 - (i) Any press release, public announcement, marketing materials, or brochures prepared by any of the PARTIES, shall appropriately acknowledge the contributions of the PARTIES, LA84, and LADF DONORS;
 - (ii) To the extent stipulated in any grant agreement, partnership agreement, donation agreement, or other agreement with respect to the GIFT and the FIELD IMPROVEMENTS, the PARTIES shall duly notify any grantors, donor, partner or other applicable party, and each other, prior to any public or media event publicizing the accomplishments funded by any such grant agreement or other funding source, and shall provide the opportunity for attendance and participation by the grantor, donor, partner, or other respective representatives;
 - (iii) The 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 CITY and LADF; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or LADF, in whole or in part, pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any related grant agreement, partnership agreement, donation agreement or other agreement or funding source; and
 - (iv) LADF agrees that any public release or distribution of information related to the FIELD IMPROVEMENTS, the FIELDS, or this AGREEMENT and/or any related project, program 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,”

10. Absence of LADF Warranties: LADF makes no representation(s) or warranties hereunder of any kind, expressed or implied, as to any matter, including implied warranties of fitness for a particular purpose, merchantability or otherwise relating to the FIELD IMPROVEMENTS or any component thereof, or the performance by LANDMARK and/or any CONTRACTORS of any services. In no event, except as provided in Paragraph 11 of this AGREEMENT, will LADF be liable for any damages, including personal injury, lost profits, or other consequential, exemplary, incidental or punitive damages arising out of this AGREEMENT, the GIFT, and/or the FIELD IMPROVEMENTS.

11. Indemnification/Hold Harmless:
 - (a) Except for the active negligence or willful misconduct of LADF, or any of LADF’s officers, directors, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, insurers and assigns, CITY agrees to indemnify, defend, and hold harmless LADF, their officers, directors, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, insurers and assigns from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal/attorneys' fees and expenses arising out of or related to any legal proceeding and any legal appeal) related to the GIFT, the FIELD IMPROVEMENTS, or this AGREEMENT, and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with the negligent acts, errors, omissions or willful misconduct, including the maintenance, location, or condition of the FIELDS, or any person's use of the FIELDS, whether authorized or unauthorized, proper or improper. Without limiting this obligation, CITY will maintain the insurance described in Section 12, below, for so long as the FIELDS remain in operation or open to the public.

 - (b) Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors-in-interest, LADF, during LADF special events (including the operation of booths or similar area for promotional purposes) undertake(s) and agree(s) to defend, indemnify, and hold harmless CITY and any of its boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, legal/attorney's fees, expenses and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including LADF's employees and agents, or damage or destruction of any property of any of the PARTIES hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident

during LADF's use of the FIELDS or use by LADF's contractors of any tier. Without limiting this obligation, LADF will maintain the insurance described in Section 12, below, during the LADF special events occurring at the FIELDS during the TERM of this AGREEMENT.

- (c) This Paragraph 11 shall survive the expiration of the TERM or earlier termination of this AGREEMENT.

12. Insurance Requirements:

- (a) CITY shall obtain and keep in effect for the period of time the FIELD is in operation or open to the public, at CITY's expense, the following insurance coverage:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Commercial General Liability (including bodily injury, property damage, products/completed operations, personal injury, participants' bodily injury liability and contractual liability coverages)	\$1,000,000.00

- (b) The coverage limits described above may be obtained through a self-insurance program or a combination of self-insurance and excess coverage from a commercial insurer. In the event that commercial insurance is purchased, coverage shall be written by insurance companies that are satisfactory to LADF and that are licensed to do business in the state or country in which the FIELD is located. The policies, including self-insurance, shall be endorsed to name LADF and its respective directors, officers, employees, agents, and affiliates as additional insureds, and shall be written on an occurrence basis.
- (c) LADF shall maintain the level of insurance described above in this Section 12 and specified on Form 146R which is attached hereto and incorporated herein by reference as Exhibit C, for any special events that LADF may operate or perform at the FIELD during the TERM of this AGREEMENT after opening the FIELD to the public.

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

- 14. Term: The "TERM" of this AGREEMENT shall commence upon execution of this AGREEMENT ("Effective Date"), and shall expire one (1) year from the Effective Date.

15. Disclaimer: It is expressly understood by CITY and LADF, that no director, member, officer, employee or other representative of CITY and/or LADF shall incur any financial responsibility or liability of any kind or nature whatsoever, in connection with this AGREEMENT, or any amendment and/or subsequent agreement regarding the subject matter hereof.
16. Relationship of the PARTIES: The PARTIES agree that no PARTY shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other PARTY, except as expressly provided herein. The PARTIES are independent contractors and this AGREEMENT is not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship.
17. Ratification: The PARTIES acknowledge and agree that, at the request of RAP, and because of the need therefore, LADF may have begun performance of its responsibilities herein prior to the execution hereof. By its execution hereof, RAP hereby accepts such service subject to all the terms, covenants, and condition of this AGREEMENT, and ratifies its AGREEMENT with LADF for such services.
18. Post-Construction
 - (a) Upon completion of construction, RAP shall conduct a post-development inspection to ensure that the FIELD IMPROVEMENTS have been developed in compliance with the terms and conditions of this AGREEMENT.
 - (b) Following the RAP's acceptance of the completed FIELD IMPROVEMENTS, and subsequent to opening the FIELDS to the public, LADF shall have no involvement, whether financial or otherwise, with the use, operation, maintenance, landscaping, repair, insurance, programming or modifications of the FIELD IMPROVEMENTS.
19. Entire Agreement: This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the PARTIES and constitutes the entire agreement of the PARTIES with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by the PARTIES.
20. Governing Law: This Agreement has been negotiated, executed and delivered and will be performed in the State of California and shall be governed by and construed in accordance with its laws.
21. Captions: All captions and headings in this Agreement are for the purposes of reference and convenience only. They will not limit or expand the provisions of this Agreement.

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

23. Exhibits:

Exhibit A – Project Preliminary Cost Estimate

Exhibit B – Recognition Signage and Scoreboard Rendering

Exhibit C – Insurance Requirements and Instructions

[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__

THE LOS ANGELES DODGERS FOUNDATION

By _____

Title: _____

By _____

Title: _____

Executed this _____ day
of _____, 20__

Approved as to Form:

Date: _____

MICHAEL N. FEUER,
City Attorney

By _____
DEPUTY CITY ATTORNEY

Exhibit A
Project Preliminary Cost Estimate

Preliminary Cost Estimate	Dodgers Dream Field at Algin Sutton	6/8/2018
		TOTAL
<u>60' Base Field</u>		
Fencing, Repair - Covered by City		\$17,100
Chemical treatment/weed and grass killer		\$1,950
Pulverize and till outfield and foul area soil		\$6,500
Remove and dispose of foul ground sod		\$7,550
Rough grade and compact project area		\$1,950
Soil amendments		\$7,925
Finish grade		\$2,900
Soil prep and compaction		\$2,300
Sod		\$21,648
Remove, lower and install new sprinkler heads		\$5,535
Relocate sprinkler heads		\$2,400
Install center sprinkler to infield water system		\$400
Add infield mix		\$6,225
Add batters box clay		\$800
Add pitching area clay		\$400
Install field fixtures		\$1,050
Add mix to warning track		\$6,225
Add infield conditioner		\$4,000
Six Weeks of Field Maintenance		\$2,500
Solar Scoreboard		\$7,878
Scoreboard Install		\$19,888
Signage		\$9,403
Printed Windscreen Small Field		\$13,000
Shade Structures		\$59,750
Double Tunnel Batting Cage - Covered by City		\$23,800
Dedication Day Expenses, Alumni etc.		\$2,200
Contingency		\$5,000
Management		\$21,183
Expenses		\$2,500
		\$263,960
<u>90' Base Field</u>		
Printed Windscreen Large Field		\$18,000
Contingency		\$3,000
Management		\$2,700
		\$23,700
Items in Red above to be funded primarily by RAP	TOTAL	\$287,660

Exhibit B
Recognition Signage Rendering

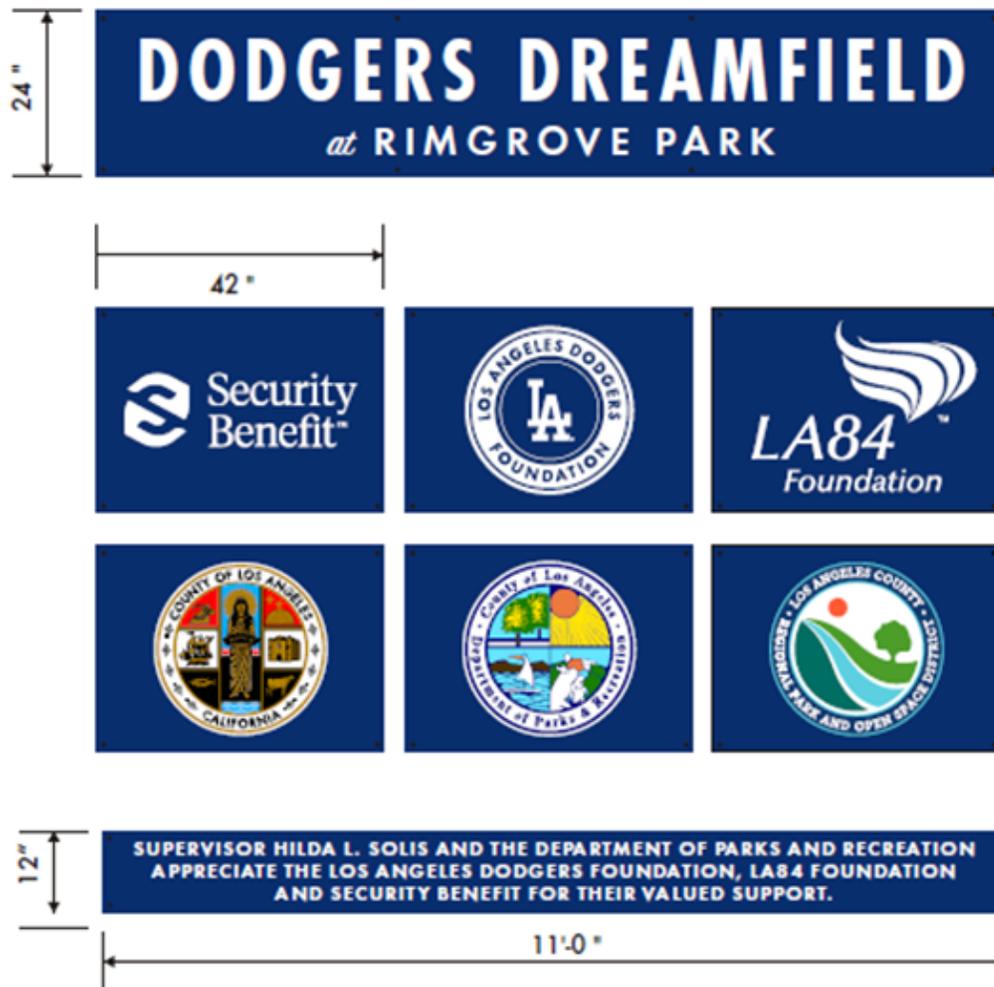
Sample Scoreboard Design:



Conceptual Scoreboard Rendering – Design from most recent Dreamfield Project completed at Los Angeles County Ringgrove Park.

(Sample Recognition Signage - Page 1 of 3)

Sample Backstop Signage



Sample Backstop Signage Rendering – Conceptual Design from most recent Dreamfield Project completed at Los Angeles County Ringgrove Park.

(Sample Recognition Signage - Page 2 of 3)

Sample Batting Cage Signage



PROJECT DONORS				
A PHIL ALEXANDER	TONY ECKER	CINDY LOPEZ	BO PETERSON	JASON SILLETTI
EMMA ANDESINI	STEPHANIE ELAM	DIREK MA CHIMES	SHIAN GUINTANAR	THERESA STARR
MARK BANULOS	NICOLE FITZGERALD	CHAKA MCALPIN	EDG RAVICH	DAN TOWRISS
TOM BARRY	NASEM FOREESTER	LYNN WISSE	EARL RIDD	MICHAEL TURIEL
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JONATHAN BOBB	MICHAEL GA RONES	JOE MENDOZA	ELLEN ROBBINS	MICHAEL & MARIA WINTREUB
MICKE BECKE	NATALIE GSBAT	CARL M STEE	NICK ROBERTS	MICHAEL WEISSBERG
DAVID SEAN BRENNAN	JOSH GORDON	A DAVIS MILLER	MARY ROSE COURTNEY	KIMBERLINA WHITMAN
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JOHN DESJARDIS	TONY KITCHENSE	KEEN PARESA	NICHOLAS SANDLER	
MIMI DO	MIRE & ADICIA KLING	JANICE PEELALA	TRACY SANDLER	
KATIE & EDMAN BRISCOLL	TOM LAZAR	DANIEL PRLAZA	ALLIE SAGGGS	
ADA M SUVENOSKE	JAMES LOPEZ	NATALIE PERSICHINA	SARA SEDLACEK	

Sample Windscreen Signage Rendering – Conceptual Design from most recent Dreamfield Project completed at Los Angeles County Ringrove Park.

Sample Windscreen Fence Signage



Sample Windscreen Signage Rendering – Conceptual Design from most recent Dreamfield Project completed at Los Angeles County Ringrove Park.

(Sample Recognition Signage - Page 3 of 3)

Exhibit C

Insurance Requirements and Instructions

Form Gen. 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: Los Angeles Dodgers Foundation Date: 04/12/2018

Agreement/Reference: Algin Sutton Recreation Center - Baseball Field Improvements

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<hr/>	
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u>
	EL <u>\$1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<hr/>	
<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as an additional insured</u>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____	
<hr/>	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
<hr/>	
<input type="checkbox"/> Professional Liability (Errors and Omissions)	_____
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<hr/>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood _____ <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake _____ <input type="checkbox"/> _____	
<hr/>	
<input type="checkbox"/> Pollution Liability	_____
<hr/>	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/> Crime Insurance	_____

Other: 1) If a contractor has no employees and decides not to cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirements" located at <http://cao.lacity.org/risk/Insuranceforms.htm>
 2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

CITY OF LOS ANGELES

**INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form

(<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability and Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the City employees' and/or City customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.