

APPROVED
FEB 06 2020

**BOARD OF RECREATION
AND PARK COMMISSIONERS**

BOARD REPORT

NO. 20-028

DATE February 6, 2020

C.D. _____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GILBERT LINDSAY RECREATION CENTER – PROJECT APPROVAL AND AGREEMENT WITH THE LOS ANGELES DODGERS FOUNDATION FOR THE ACCEPTANCE OF DREAMFIELD IMPROVEMENTS TO THE EXISTING BASEBALL DREAMFIELD; SPORTS FIELD LIGHTING; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1) [EXTERIOR ALTERATIONS OF AN EXISTING FACILITY WHERE THERE WILL BE NEGLIGIBLE OR NO EXPANSION OF USE], CLASS 1(12) [OUTDOOR LIGHTING], CLASS 11(1) [ON PREMISE SIGN] AND CLASS 11(6) [PLACEMENT OF MINOR STRUCTURES ACCESSORY TO EXISTING FACILITIES] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTIONS 15301(a) AND 15311 OF CALIFORNIA CEQA GUIDELINES

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

Paul Denise Williams
General Manager

Approved X Disapproved _____ Withdrawn _____
With Amendments

RECOMMENDATIONS

1. Approve a proposed project, consisting of improvements to the existing baseball Dreamfield at Gilbert Lindsay Recreation Center to be funded through a donation from the Los Angeles Dodgers Foundation, Inc. (LADF) as more fully set forth in this Report (LADF Project), and upgrades to existing sport field lighting to be funded by the Department of Recreation and Parks (RAP) as more fully set forth in this Report (RAP Project, and along with the LADF Project, collectively the "Project");
2. Approve the proposed agreement included with this Report as Attachment 1 (Agreement), and accept the associated gift from LADF consisting of various ball field improvements with an estimated value up to Three Hundred Fifty Thousand Dollars (\$350,000.00), provided through a charitable donation from Major League Baseball (MLB) to LADF, for the installation of the LADF Project, subject to the approval of the City Attorney as to form;

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3. Approve the installation of recognition signage in appreciation of the gift contributions from LADF and MLB for the LADF Project, in the form and manner as set forth in Exhibit C of the proposed Agreement;
4. Determine that the proposed Project is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article III, Section 1, Class 1(1) [exterior alterations of an existing facility where there will be negligible or no expansion of use], Class 1(12) [outdoor lighting], Class 11(1) [on premise sign] and Class 11(6) [placement of minor structures accessory to existing facilities] of City CEQA Guidelines and Article 19, Sections 15301(a) and 15311 of California CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE);
5. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a NOE;
6. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement to the City Attorney for review and approval as to form;
7. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals;
8. Authorize Department of Recreation and Parks (RAP) staff to make technical corrections as necessary to carry out the intent of this Report; **and**
9. **Authorize RAP staff to approve changes to Section 11 (Indemnification/Hold Harmless) of the Agreement, subject to approval by RAP's Risk Manager**

SUMMARY

The Los Angeles Dodgers Foundation (LADF) has been a long-time supporter of RAP for many years, and has been instrumental in garnering additional support from various funding sources through their business relationships and affiliations, such as with Major League Baseball (MLB), providing RAP with much needed capital funding for facility improvements and monetary contributions in support of RAP recreation programs.

LADF, with funding provided by MLB, has committed to fund ball field improvements valued up to Three Hundred Fifty Thousand Dollars (\$350,000.00) for the LADF Project at Gilbert Lindsay Recreation Center, located at 429 East 42nd Place, Los Angeles, CA 90011.

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Since 2003, with the very first Dreamfield being developed at Algin Sutton Recreation Center, the LADF has created 26 Dodgers Dreamfields at 22 RAP park sites. In total and including developments at Los Angeles County and neighboring city parks, LADF has successfully completed their goal of developing at least 50 Dreamfields in the greater Los Angeles area. The proposed LADF Project at Gilbert Lindsay Recreation Center is an upgrade to the existing Dreamfield at the park, which was first developed in 2005.

The proposed Project and gift agreement (Agreement) will provide the community with an enhanced field which will not only improve the experience for players using the field, but will also contribute to community's pride in itself and the park. The proposed Agreement memorializes the 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. A Site Map and the Scope of Work for the LADF Project are included in the Agreement as Exhibits A and B, respectively. Also included in the Agreement as Exhibit C, are renderings of the proposed scoreboard design and recognition signage to be displayed at the field, recognizing the in-kind and monetary contributions provided by LADF and MLB, in accordance with RAP's Sponsorship Recognition Policy. RAP staff recommends that the Board approve the proposed recognition signage for the location. The proposed recognition signage will replace any currently existing sponsor recognition signage at field. The proposed recognition signage also indicates possible placement of additional sponsor recognition in the future. This has been added for reference purposes only to indicate where additional sponsor recognition may be located on the signage in the future if additional sponsor recognition is requested by LADF. If LADF requests the addition of additional sponsors for recognition in the future, staff will return to the Board for approval of the additional recognition at that time with renderings of the additional sponsor recognition and the placement of the additional recognition on the existing signage. Any other proposed modifications to the recognition signage from what is set forth in Exhibit C of the Agreement shall also require prior approval by RAP staff and the Board before implementation.

The scope of work for the LADF Project consists of various field improvements such as, but not limited to, soil and turf treatment, grading, soil amendments and compaction, irrigation, sod installation, infield mix, batter's box and pitching area clay, infield fixtures and conditioner, backstop padding, dugouts, bleachers, drive gates, and drinking fountain, as more fully described in the Agreement.

To further enhance the field, as part of the Agreement, RAP staff will commit to installing the RAP Project at the field, the scope of which will be to replace the existing outdated light fixtures with the current standard for LED field lighting fixtures, through RAP funding to be determined in the future. RAP's replacement of field lighting fixtures will be valued up to One Hundred Seventy-five Thousand Dollars (\$175,000.00). Upon final determination of the source of funds for the RAP

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Project, staff will return to the Board for approval of the use of such identified funds for the RAP Project.

The LADF Project will be managed by Landmark Construction Solutions, Inc. (Landmark), LADF's selected contractor, and performed by their contractors under the authority of a right of entry permit (ROE) issued by PMC to Landmark. These LADF improvements will be performed in coordination with PMC staff. RAP will oversee the performance of the RAP Project, which will be performed by one or more existing, on-call contractors already under contract with RAP.

In order to have the Project completed in time for the MLB All-Star game on July 14, 2020, Project work must begin by mid-February 2020. The field dedication is tentatively scheduled for early July 2020.

TREES AND SHADE

No trees will be impacted by the proposed Project.

ENVIRONMENTAL IMPACT

The proposed Project consists of the LADF Project and the RAP Project, which includes the installation of ball field improvements, installation of new light fixtures, and the placement of on-site signs and accessory structures to an existing facility. As such, RAP 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 1(12), Class 11(1) and Class 11(6) of the City CEQA Guidelines and Article 19, Sections 15301(a) and 15311 of California CEQA Guidelines. An NOE will be filed with the Los Angeles County Clerk upon approval by the Board.

FISCAL IMPACT STATEMENT

The LADF Project will be funded by Major League Baseball through LADF. The RAP Project will be funded through RAP funding which have yet to be identified. Future maintenance costs for the upgraded field will continue under the existing maintenance budget allocation for both facilities, as the improvements consist of enhancements and upgrades to existing ball field 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 field is not allocated through the budget process, the improvements will be included in the existing Metro Region maintenance for the park.

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STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 1: Provide Safe and Accessible Parks

Outcome No. 2: All parks are safe and welcoming

Result: The upgrade to existing lighting and installation of new sports field lighting will enhance the park users' experience.

This report was prepared by Joel Alvarez, Senior Management Analyst II, and Raymond Chang, Management Analyst, Partnership Section.

LIST OF ATTACHMENTS

1. Proposed Agreement

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

THIS AGREEMENT (“AGREEMENT”) is entered into this ___ day of _____, 2020 (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 Gilbert Lindsay Recreation Center, which will be funded by a contribution from Major League Baseball (“MLB”) to LADF of certain proceeds related to the 2020 MLB All-Star Game. 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 Gilbert Lindsay Recreation Center, located at 429 East 42nd Place, Los Angeles, CA 90011 (“CENTER”); and,

WHEREAS, LADF supports key cornerstone programs in sports and recreation, education and literacy, health and wellness, and benefitting 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 Internal Revenue Code Section 509(a); and,

WHEREAS, LADF has successfully completed over fifty (50) Dodgers Dreamfield projects in the greater Los Angeles area, with twenty-six (26) of them currently on RAP property; and,

WHEREAS, the PARTIES desire to collaboratively upgrade the existing Dodgers Dreamfield (“DREAMFIELD”) at the CENTER, as further described herein (“FIELD IMPROVEMENTS”); and,

WHEREAS, LADF has partnered with MLB and the Los Angeles Dodgers baseball team to leave a lasting legacy of community projects that will impact the greater Los Angeles area beyond the MLB All-Star Game; and,

WHEREAS, as part of that strategic partnership, MLB has promised LADF that MLB will make a contribution from certain proceeds related to the 2020 MLB All-Star Game, of which Three Hundred and Fifty Thousand Dollars (\$350,000.00) will be used to fund the installation of the FIELD IMPROVEMENTS, pursuant to project plans and specifications (“PLANS”) approved by the RAP Planning, Maintenance, and Construction Branch (“PMC”); and,

WHEREAS, LADF has contracted with LandMark Construction Solutions, Inc. (“LANDMARK”), to manage the completion of the FIELD IMPROVEMENTS, securing and utilizing the services of various licensed contractors, including subcontractors and vendors (collectively, “CONTRACTORS”), in coordination with PMC; and,

WHEREAS, RAP has agreed to contract directly with one or more licensed contractors selected by RAP (collectively, “RAP CONTRACTOR”) to perform additional improvements at the DREAMFIELD to augment and/or facilitate the FIELD IMPROVEMENTS, such improvements being the installation of field lighting enhancements (“RAP ENHANCEMENTS”), valued up to the approximate amount of One Hundred Seventy-Five Thousand dollars (\$175,000.00), in accordance with the approved PLANS; and

WHEREAS, LADF wishes to provide the FIELD IMPROVEMENTS to RAP, which will be paid for by LADF with the funds that will be contributed by MLB to LADF, as a gift to the City of Los Angeles and its residents (“GIFT”) valued up to Three Hundred and Fifty Thousand Dollars (\$350,000.00), and CITY has agreed to accept the GIFT at the meeting of its Board of Recreation and Park Commissioners (“BOARD”) held on date, 2020 (Report No. 20-???)

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 and RAP ENHANCEMENTS installed at the DREAMFIELD as described herein (collectively, “PROJECT”), 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: Nichol Whiteman, Chief Executive Officer

2. The PROJECT. The total value of the PROJECT is Five Hundred Twenty Five Thousand Dollars (\$525,000.00), which includes the value of the FIELD IMPROVEMENTS and RAP ENHANCEMENTS. 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 hired by LANDMARK and/or LADF. Pursuant to the approved PLANS, the FIELD IMPROVEMENTS will be installed at the DREAMFIELD located within the CENTER, as illustrated by the Site Map attached hereto and incorporated herein by reference as Exhibit A, and in accordance with the Project Scope and Cost Estimate collectively attached hereto and incorporated herein by reference as Exhibit B.

RAP shall contract directly with the RAP CONTRACTOR and pay invoices directly for completion of the RAP ENHANCEMENTS.

In accordance with Sections 5(f) and 9 of this AGREEMENT, LADF shall be authorized to incorporate its name, logo, and/or other identifying marks into the design of the FIELD IMPROVEMENTS as set forth in the Signage Rendering attached hereto and incorporated herein by reference as Exhibit C.

For purposes of constructing the FIELD IMPROVEMENTS, LADF and LANDMARK shall be provided access to the CENTER and the DREAMFIELD, 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") issued by PMC.

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 ENHANCEMENTS as this portion of the PROJECT is not part of the GIFT, the total value of the GIFT is approximately Three Hundred Fifty and Thousand Dollars (\$350,000.00).
4. Contributions. The PARTIES agree that the contributors included below shall be acknowledged in accordance with the RAP Sponsorship Recognition Policy as described by Sections 5(f) and 9 herein and as more fully set forth in this AGREEMENT, for their respective financial and/or in-kind contributions towards the FIELD IMPROVEMENTS, as described herein.

LADF	Major League Baseball	TOTAL
In-kind Management Services	\$350,000.00	\$350,000.00

5. CITY's Covenants: CITY hereby covenants the following, 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 the RAP ENHANCEMENTS, and shall make related invoice payments directly to the RAP CONTRACTOR, up to the amount of \$175,000.00 Dollars.
- (b) Following completion of the PROJECT, 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, LADF shall make payments in coordination with any applicable LADF payments, directly to LANDMARK for costs and expenses related to the FIELD IMPROVEMENTS, in accordance with the Project Scope and Cost Estimate attached hereto as Exhibit B, and/or as mutually agreed to by the PARTIES;
- (e) In accordance with the RAP Sponsorship Recognition Policy and Section 9 herein, CITY shall recognize LADF and MLB for their contributions to the PROJECT, respectively, through the placement of their name and logo on the scoreboard and signage at the FIELD IMPROVEMENTS only in the manner set forth in Exhibit C hereto (collectively, "RECOGNITION SIGNAGE"); which shall be kept in such place for so long as the DREAMFIELD is operated by RAP and remains in presentable condition. Should the RECOGNITION SIGNAGE become worn and unattractive over time, LADF shall retain the opportunity to renovate or replace such RECOGNITION SIGNAGE at LADF's expense, subject to RAP concurrence and approval of design and content. In such case that LADF chooses to not refurbish or replace the RECOGNITION SIGNAGE, RAP shall retain the right to remove or replace the RECOGNITION SIGNAGE at its sole discretion.
- (f) CITY shall ensure that the DREAMFIELD shall be used exclusively for recreation and play activities for so long as the DREAMFIELD remains open to the public; and
- (g) CITY is authorized to enter into this AGREEMENT.

6. LADF Covenants: LADF hereby covenants the following, 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 Project Scope and Cost Estimate attached hereto as Exhibit B;
 - (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 performance of the FIELD IMPROVEMENTS;
 - (c) In accordance with Section 12 herein, 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 CENTER to possess appropriate insurance coverage(s) in compliance with the terms and conditions of the Right of Entry Permit issued 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, referred to herein as PLANS, 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. 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 PROJECT, including, but not limited to, an initial press conference and/or dedication ceremonies for the DREAMFIELD;
- (b) The PARTIES agree to assist and cooperate in a mutually acceptable grand-opening and/or dedication event at the DREAMFIELD;
- (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 DREAMFIELD;
- (d) LADF shall be given usage of the DREAMFIELD 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 DREAMFIELD 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, 4 and 5(f) of this AGREEMENT, and in accordance with the RAP Sponsorship Recognition Policy, the 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 involving the scoreboard, fencing, and backstop at the DREAMFIELD, subject to prior review and written approval by RAP. The content, design, size, and placement of all RECOGNITION SIGNAGE shall be in the manner as set forth in Exhibit C hereto 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. LADF agrees and acknowledges that all existing recognition signage at the DREAMFIELD shall be replaced by the RECOGNITION SIGNAGE and shall be responsible for the removal of all existing recognition signage in conjunction with the installation of RECOGNITION SIGNAGE. LADF acknowledges and agrees that any modifications to the RECOGNITION SIGNAGE from that set forth in Exhibit C of this AGREEMENT, including the addition of any sponsor graphics or texts other than those specifically identified in Exhibit C, shall require the approval of RAP and the BOARD prior to implementation, which shall be given in their sole discretion;
- (f) Any future proposed change to the name of the DREAMFIELD 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 DREAMFIELD [e.g., events as described in 9(a), 9(b), or 9(d) 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 unreasonable 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.
 - (i) Any press release, public announcement, marketing materials, or brochures prepared by any of the PARTIES regarding the GIFT and FIELD IMPROVEMENTS, shall appropriately acknowledge the contributions of the PARTIES and MLB;
 - (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) Regarding the GIFT and FIELD IMPROVEMENTS, 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 regarding the GIFT and FIELD IMPROVEMENTS, shall contain any acknowledgements required under any related grant agreement, partnership agreement, donation agreement or other agreement or funding source; and
 - (iv) LADF agree that any public release or distribution of information related to the FIELD IMPROVEMENTS, the DREAMFIELD, 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, LANDMARK, and/or CONTRACTORS, 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 CITY'S negligent acts, errors, omissions or willful misconduct, including the maintenance, location, or condition of the DREAMFIELD, or any person's use of the DREAMFIELD, 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 DREAMFIELD remains 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 or during construction of the FIELD IMPROVEMENTS (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 DREAMFIELD or construction of the FIELD

IMPROVEMENTS or use or construction 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 DREAMFIELD 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) LADF shall cause its CONTRACTORS to obtain and keep in effect for the period of time the FIELD IMPROVEMENTS are under construction, at minimum the following insurance coverage at CONTRACTORS' expense:

<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

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 CITY and that are licensed to do business in the State of California. The policies, including self-insurance, shall be endorsed to name the City of Los Angeles and its respective directors, officers, employees, agents, and affiliates as additional insureds, and shall be written on an occurrence basis.

LADF shall cause its CONTRACTORS to maintain the level of insurance described above in this Section 12(a) and specified on the Form 146R which shall be attached to the ROE to be issued by PMC for the completion of the FIELD IMPROVEMENTS, and incorporated therein.

- (b) LADF shall maintain the level of insurance described above and/or stipulated in any Right of Entry Permit or other written authorization provided by RAP, for any special events that LADF may operate or perform at the DREAMFIELD during the TERM of this AGREEMENT and/or after RAP has opened the DREAMFIELD to the public.
- (c) CITY shall obtain and keep in effect for the period of time the DREAMFIELD is in operation or open to the public, at CITY's expense, the following insurance coverage:

Type of Insurance

Limits of Liability

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

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 DREAMFIELD 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.

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, 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 conditions 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 DREAMFIELD 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 except as set forth in this AGREEMENT.
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 Site Map
 - Exhibit B – Project Scope and Cost Estimate
 - Exhibit C – Recognition Signage Renderings

[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:

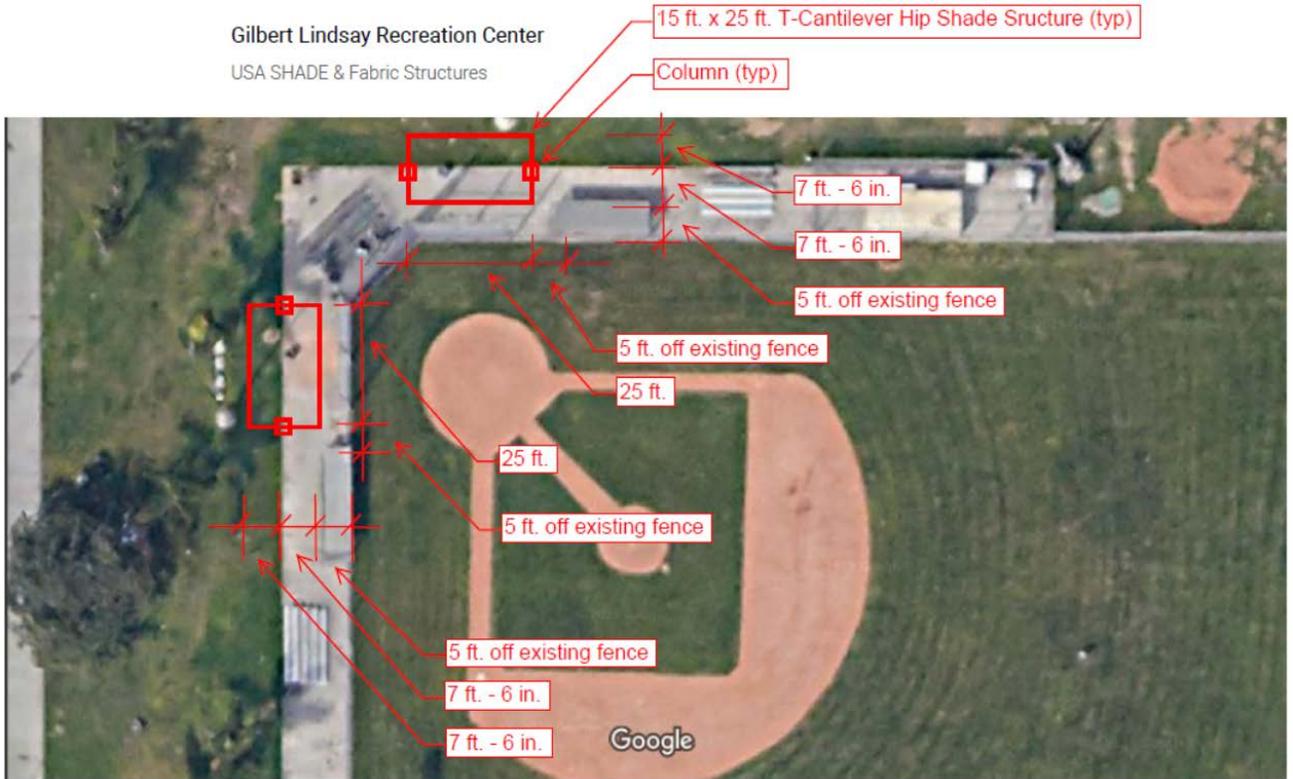
Date: _____

MICHAEL N. FEUER,
City Attorney

By _____
DEPUTY CITY ATTORNEY

Exhibit A
Project Site Map
Gilbert Lindsay Recreation Center

Gilbert Lindsay Recreation Center
USA SHADE & Fabric Structures



Map data ©2020, Map data ©2020 20 ft

NOT TO SCALE
NOT FOR CONSTRUCTION



Exhibit B
Project Scope and Cost Estimates for Baseball Field Improvements at
Gilbert Lindsay Recreation Center

- Add backstop padding.
- Spray of turf to start as soon as right of entry permit is issued.
- Remove warning track.
- ADA dugouts to be achieved by rearranging the benches within the existing structure.
- 5' wide sidewalk to be added for ADA access with City to identify location.
- 3 sets of ADA 21' long by 5' row bleachers to added around home plate.
- 2 bleacher covers to be added.
- Replace drinking fountain. LADF to purchase and City to install.
- Work to begin in February 2020 and completed by June 30, 2020.
- Dedication ceremony on July 9, 2020.



**Dodgers DreamField
at Gilbert Lindsay Recreation Center**

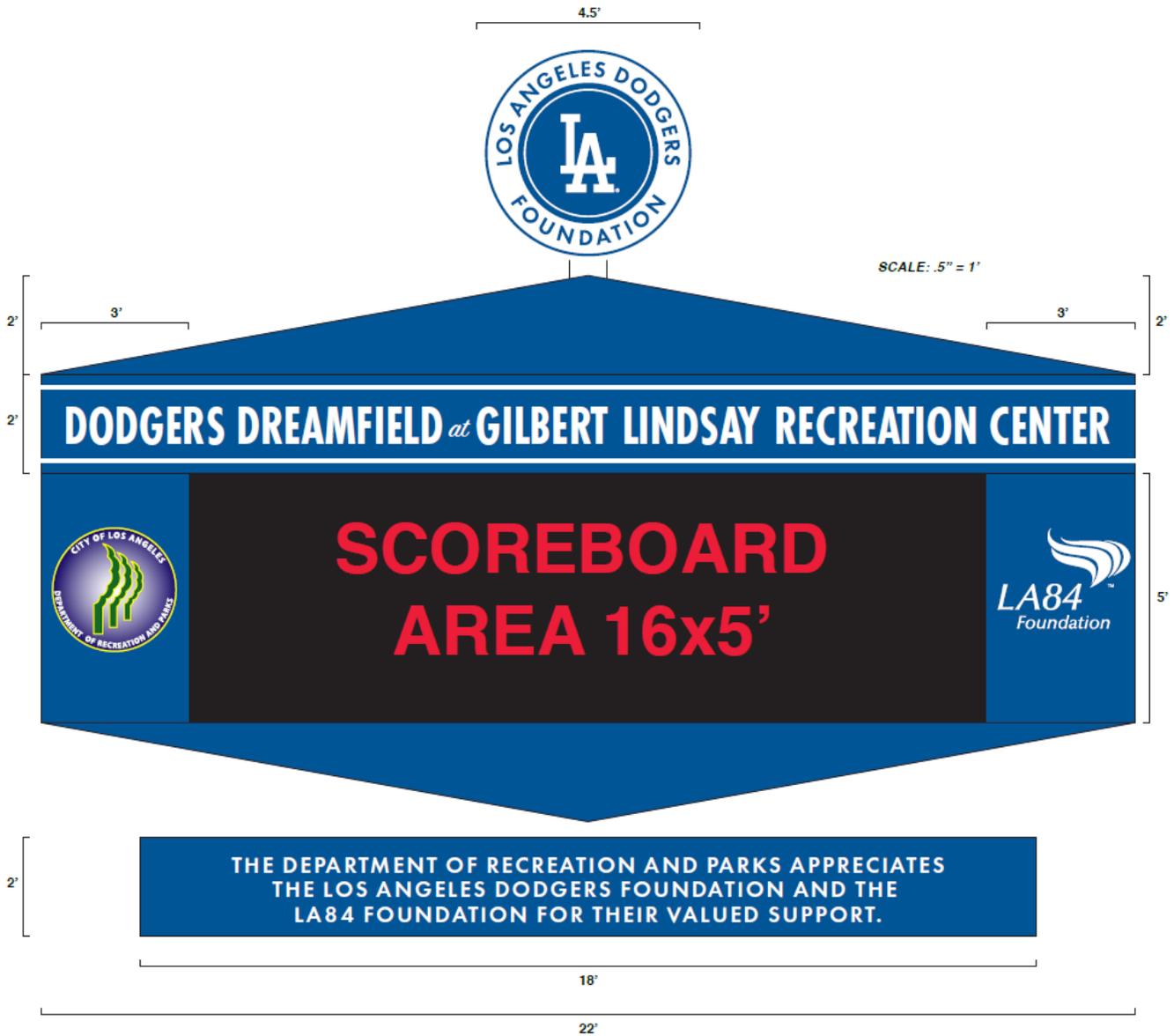
Cost Estimate

1/15/2020

			TOTAL
<u>Gilbert Lindsay</u>			
Shade Structures			\$58,596
Chemical treatment/weed and grass killer			\$1,950
Remove Infield Turf			\$9,500
Remove and replace field fixtures			\$1,050
Pulverize and till project area			\$13,000
Grade and Compact Project area			\$7,900
Install Soil Amendments			\$9,925
Finish Grade			\$3,950
Soil prep			\$5,800
Sod	38,100	\$0.49	\$18,669
Infield Mix install			\$1,800
Infield mix	300	\$54.00	\$16,200
Infield Conditioner			\$4,995
Batters Boxes			\$1,600
Mound clay			\$1,200
Warning Track Install			\$1,800
Warning Track	100	\$54.00	\$5,400
Bull Pens			\$9,000
Remove, Lower and Install New Sprinkler Heads			\$6,150
Relocate Sprinkler Heads			\$5,600
Infield watering system			\$5,500
Twelve weeks of Maintenance			\$4,000
Solar scoreboard			\$8,442
Scoreboard install			\$28,333
Foul Poles			\$6,000
Signage			\$12,375
Printed windscreen			\$12,284
Backstop Padding			\$5,000
Concrete for ADA			\$5,000
3 sets ADA Bleachers			\$30,000
ADA Drinking Fountain			\$4,000
Scoreboard Engineering			\$1,080
Contingency			\$7,083
Management			\$31,318
Expenses			\$2,500
Event Costs			\$3,000
Total for Gilbert Lindsay			\$350,000

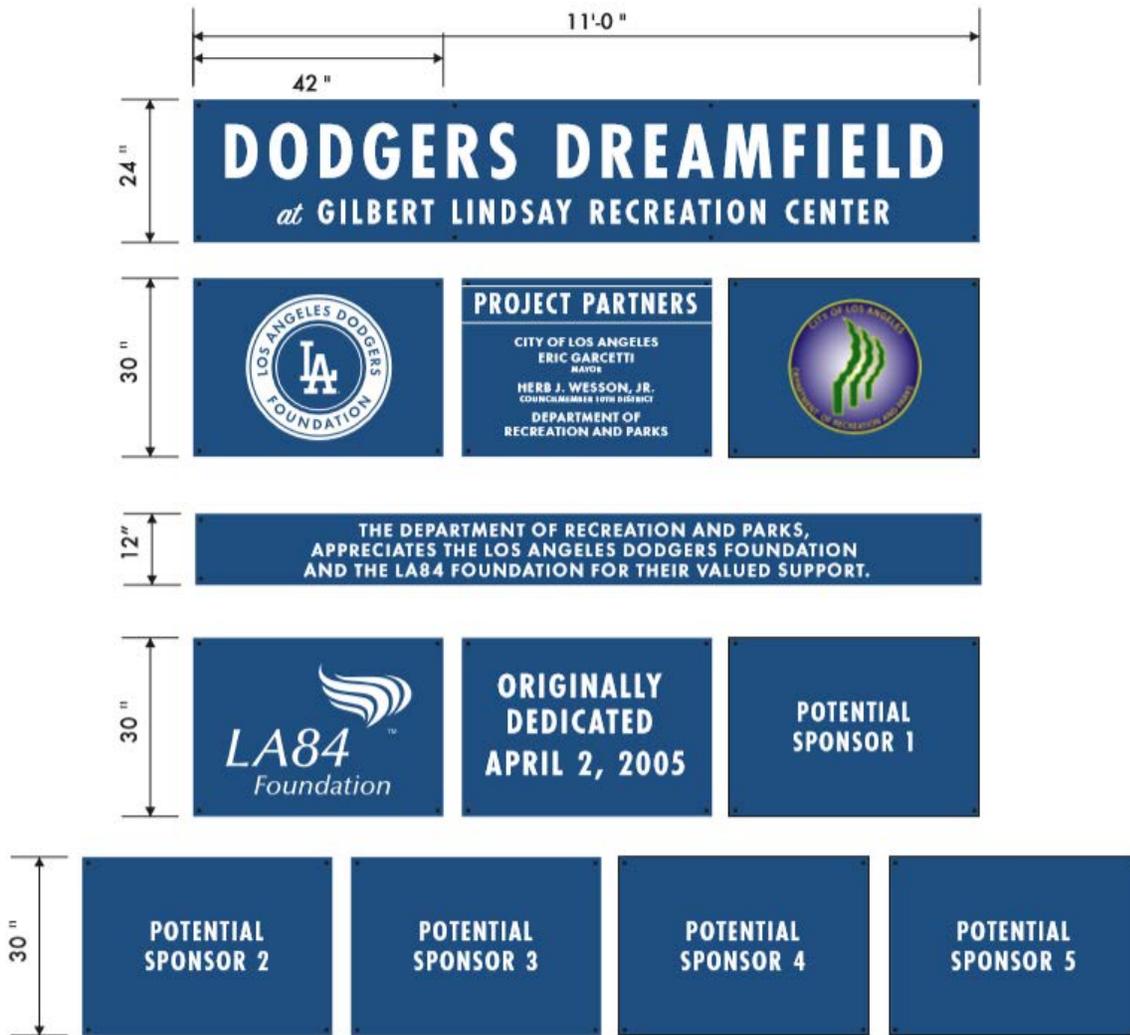
Exhibit C
Recognition Signage Rendering

Conceptual Scoreboard Design

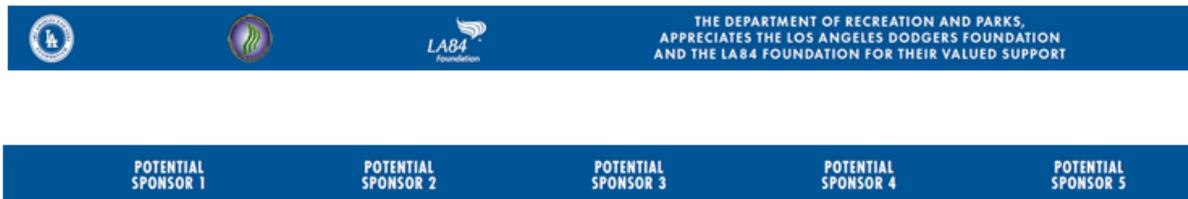


(Sample Recognition Signage - Page 1 of 2)

Conceptual Backstop Design



Conceptual Outfield Fence Windscreen Design (contiguous ribbon on fence)



(Sample Recognition Signage - Page 2 of 2)