

APPROVED

JAN 16 2020

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 20-001

DATE January 16, 2020

C.D. 5

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: WESTWOOD PARK – MULTIPURPOSE SYNTHETIC FIELD (PRJ21329) PROJECT – APPROVAL OF PROJECT SCOPE – COMMITMENT OF PARK FEES – APPROVAL OF AGREEMENT WITH THE LOS ANGELES PARKS FOUNDATION AND THE TM23 FOUNDATION FOR THE DESIGN AND CONSTRUCTION OF A MULTIPURPOSE SYNTHETIC SURFACE FIELD AT WESTWOOD RECREATION CENTER AND THE DONATION OF SUCH IMPROVEMENTS AS A GIFT TO THE CITY – APPROVAL OF DONOR RECOGNITION SIGNAGE – APPROVAL OF THE NAMING OF THE NEW MULTIPURPOSE SYNTHETIC SURFACE FIELD AS "TOMMY'S FIELD" - CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15303(c) [CONSTRUCTION OF ACCESSORY STRUCTURES], SECTION 15304(a) [GRADING ON LAND WITH A SLOPE OF LESS THAN 10 PERCENT], 15304(b) [NEW LANDSCAPING], SECTION 15304(f) [MINOR TRENCHING AND BACKFILLING] AND SECTION 15311(1) [ON PREMISE SIGNS] OF CALIFORNIA CEQA GUIDELINES

AP Diaz _____
H. Fujita _____
V. Israel _____
S. Piña-Cortez _____
*C. Santo Domingo DF
N. Williams _____



General Manager

Approved X _____ Disapproved _____ Withdrawn _____
With Amendment

RECOMMENDATIONS

1. Approve the scope of work for the Westwood Park – Multipurpose Synthetic Field (PRJ21329) Project (Project), as described in the Summary of this Report, and as illustrated on Attachment No. 1 of this Report;
2. Authorize the Department of Recreation and Parks (RAP) staff to commit from the following fund and work order numbers, a maximum of One Million, Two Hundred Thousand Dollars (\$1,200,000.00) in Park Fees, for the proposed Project:

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

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3. Approve a proposed Gift Agreement (Agreement) with the Los Angeles Parks Foundation (LAPF), a 501(c)(3) public benefit nonprofit corporation, and the TM23 Foundation (TM23), a 501(c)(3) public benefit nonprofit corporation, attached hereto as Attachment No. 6, stipulating the terms and conditions for a donation to RAP of \$1,200,000.00 for the design and development of a multipurpose synthetic surface field at Westwood Park as a part of the proposed Project;
4. Authorize the RAP's Chief Accounting employee to establish and appropriate funds within Recreation and Parks Grant Fund 205 to accept the charitable donation
5. Approve the installation of proposed recognition signage as further detailed in the proposed Agreement, and as more fully depicted in Exhibit D of the Agreement, and in accordance with RAP's Sponsorship Recognition Policy, to be placed at the multipurpose synthetic surface field at Westwood Park, in appreciation and recognition of contributions received by TM23 from various donors for the multipurpose synthetic surface field, such recognition signage to be maintained for a term of ten (10) years in accordance with the terms of the Agreement;
6. Approve the naming of the completed synthetic multi-purpose field as "Tommy's Field" in accordance with the terms of the proposed Agreement, such name to be maintained for a term of ten (10) years in accordance with the terms of the Agreement;
7. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the approved Agreement to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), the City Council for approval, and concurrently to the City Attorney for review as to form;
8. Determine that the proposed Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, section 15303(c) [Construction of accessory structures], Section 15304(a) [Grading on land with a slope of less than 10 percent], 15304(b) [New landscaping], Section 15304(f) [Minor trenching and backfilling] and Section 15311(1) [On premise signs] of California CEQA guidelines;
9. 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 Notice of Exemption (NOE); and,
10. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals; **and**,
11. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report; **and**
12. **Authorize RAP staff, acting through the Director in Charge of Westwood Park, to determine the proper allocation of time for use of the multi-purpose field, as currently set forth in Exhibit E of the Agreement, subject to annual review and approval by the Board; and Direct staff to submit to the Board a twelve-month time allocation plan for such review and approval at the first Board meeting of every calendar year.**

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SUMMARY

Westwood Park is located at 1350 South Sepulveda Boulevard in the Westwood community of the City. This approximately 26.70-acre park features three (3) baseball fields, two (2) outdoor basketball courts, two (2) children's play areas, outdoor fitness equipment, a dog park, eight (8) tennis courts, a synthetic soccer field, an indoor gymnasium, and a swimming pool. Approximately 10,963 residents live within a one-half mile walking distance of Westwood Park. Due to the facilities, features, programs, and services it provides, Westwood Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

In 2018, RAP was approached by Ms. Nikki Mark, a West Los Angeles community member whose son "Tommy" unfortunately passed away at a very young age, with a proposal to design and develop a new synthetic multi-purpose field in honor of her son. Ms. Mark established the TM23 Foundation (TM23) and initiated a community-based fundraising campaign for purposes of generating sufficient funding for the proposed new multi-purpose field. RAP, working with Ms. Mark, identified Westwood Recreation Center as a potential location for a new multipurpose synthetic surface field.

RAP staff considered a number of options and layouts for the proposed synthetic multi-purpose field at Westwood Recreation Center and prepared several concepts for the proposal.

The initial concept prepared by RAP located the proposed synthetic multi-purpose field in the natural turf multi-purpose field area between the tennis courts and the gymnasium building, with the field oriented in an east to west direction. This concept would have impacted two of the existing tennis courts, and there was opposition in the community to the loss of the natural turf area.

Based on community outreach and feedback to that concept, RAP developed a second concept that located the proposed synthetic multi-purpose field in the center of the park, where the tennis and basketball courts are located, and oriented in a north to south direction. The second concept would have preserved the entirety of the natural turf area but would have resulted in the net loss of four (4) tennis courts and the relocation of the basketball courts. Additionally the second concept would have required approximately Two Million, Seven Hundred Thousand Dollars (\$2,700,000.00) in RAP capital funds in order to be implemented.

Additionally, and at the request of the community, RAP also analyzed several alternative park locations near Westwood for the proposed synthetic multi-purpose field, including Stoner Recreation Center and Cheviot Hills Recreation Center. The details of the alternative site analysis that RAP conducted are discussed in greater detail later in this report.

On a separate, but related note, RAP staff are diligently working on a plan to increase park access through a larger partnership with the Los Angeles Unified School District (LAUSD) called the Community School Parks Program. RAP recognizes that joint use opportunities with LAUSD are undeniably going to need to be part of the solution but should be viewed as additive opportunities as the lack of outdoor athletic field space in this area is so extremely deficient. Staff are pursuing opportunities at schools near Westwood Recreation Center to further support the growing

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demands in this area of City. Additional details will be presented to the Board on this matter in the coming months.

After significant input and discussion of all options, RAP is recommending the proposed synthetic multi-purpose field be located at Westwood Recreation Center where the existing natural turf multi-purpose field is located, and be oriented in a north to south direction. The full scope of the proposed Project is discussed in greater detail below and illustrated on the attached conceptual plan (Attachment No. 1). Locating the proposed synthetic multi-purpose field in north to south direction will require a retaining wall along the north edge of the site, but avoids disturbing a large storm drain on the southern edge which will be beneficial to locating the field at this location.

In addition, this location provides the best opportunity to serve the growing RAP-run programs at Westwood Recreation Center as well as current permit groups. For example, Westwood Park has a new large flag football program that utilizes this turf area. This season, which was the first for the flag football program, had 13 flag football teams and 110 participants. Additionally, over the last few years the turf area has also been permitted out to groups and organizations such as LAPD Autobahn SC, West Side Wiffle League, Christian Chambers Soccer, The Archer School for Girls, Lighthouse Elementary School, Culver City Football Club, for various activities including soccer, football, and wiffleball.

RAP programs and the demand for outdoor athletic fields are increasing citywide. Leading up to the 2028 Olympic and Paralympic games, we are making extraordinary strides in increasing physical activity in our youth. Synthetic multi-purpose fields that have lighting will play an extremely important role in providing the opportunities needed for the City's youth and provide the best solution to meet the existing and growing demands.

Multipurpose synthetic fields offer various advantages over natural turf fields, including less maintenance, safer playing surface, greater durability, no required chemicals or fertilizers, and significant water savings. RAP has a total of fifty (50) rectangular multipurpose synthetic fields Citywide. These fields vary in size and include soccer fields, multipurpose fields, futsal fields, and a dedicated football field.

Currently RAP only has two (2) rectangular multipurpose synthetic fields located within a five mile driving distance of Westwood Park. One of those fields is located at Westwood Park, and the other is located at Mar Vista Recreation Center. Approximately 163,610 residents live within a five mile driving distance of Westwood Park.

In 2016 the County of Los Angeles completed the Countywide Parks and Recreation Needs Assessment. The purpose of the Countywide Parks and Recreation Needs Assessment was to document existing parks and recreation facilities in cities and unincorporated communities and to use these data to determine the scope, scale, and location of park need in Los Angeles County. The Countywide Parks and Recreation Needs Assessment quantified the need for parks and recreation resources in Los Angeles County (cities and unincorporated areas) and estimated the potential cost of meeting that need. The Countywide Parks and Recreation Needs Assessment identified a total of 510 Multipurpose Fields and 424 Soccer Fields in the County. Based on the County's population, this equated to 5 multipurpose fields per 100,000 residents and 4 soccer

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fields per 100,000 residents. Additionally, the Countywide Parks and Recreation Needs Assessment stated that the national average for multipurpose fields is 50 per 100,000 persons and the national average for soccer fields is 16.7 per 100,000 persons.

Based on the amount of recreational programming currently occurring in this area of the park, as well as the overall lack of multipurpose fields in the Westwood Area (and Citywide), RAP believes that a new synthetic multi-purpose field at Westwood Recreation Center would help meet some of the outstanding need for outdoor athletic fields in this area of the City and would be highly utilized by the local community.

PROJECT SCOPE

The Project proposes to install a new multipurpose synthetic field in the existing turf multi-purpose field located between the tennis courts and the gymnasium building, and related park amenities and improvements.

The proposed scope of work of the Project includes:

- Site grading and removal of eight (8) existing trees.
- Installation of a new 180-foot x 300-foot synthetic multi-purpose field for soccer and flag football. The field will be striped to accommodate both soccer and flag football. The field will be constructed with no chain link fencing but will include approximately 20 foot high netting behind each of the goals.
- Installation of new LED lighting for the proposed synthetic field.
- Related landscape and irrigation improvements, including the installation of new walkways, eighteen (18) trees with a greater shade canopy than what is existing, and a hydration station.

Additionally, the small concrete pad located in the northeast corner of the park, between the tennis courts and Veterans Avenue, will be demolished and replaced with turf, landscaping, and irrigation. Furthermore, the fencing at the existing multipurpose synthetic field will be removed along the sidelines of that field while leaving the fencing in place behind the goals.

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

The total Project cost is currently estimated at Two Million, Four Hundred Thousand Dollars (\$2,400,000).

ALTERNATIVE SITE ANALYSIS

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

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

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

- Stoner Recreation Center: The only potential location for the synthetic multi-purpose field at Stoner Recreation Center is in the open space area where the park's baseball diamonds are currently located. Installation of the synthetic multi-purpose field at this location would result in the elimination of the baseball and softball facilities and programs at this site. The alternative analysis for Stoner Recreation Center is attached hereto as Attachment No. 2.
- Cheviot Hills Recreation Center (Location A): Location A at Cheviot Hills Recreation Center is west of the Recreation Center building and the Dodger Dream Field. Installation of the synthetic multi-purpose field at this location would require the removal of existing trees, overlap into the ravine located at the edge of the adjacent golf course, and likely require some grading to deal with the slopes in this area. The alternative analysis for Cheviot Hills Recreation Center (Location A) is attached hereto as Attachment No. 3.
- Cheviot Hills Recreation Center (Location B): Location B at Cheviot Hills Recreation Center is west of the baseball diamonds and north of the Easton-Rancho Park Archery Range. Installation of the synthetic multi-purpose field at this location would require the removal of existing trees, require reconfiguration of the park road and parking lot in this area, place the field immediately adjacent to the archery range, and displace user groups not compatible with soccer, such as dog agility classes that are held at this location. The alternative analysis for Cheviot Hills Recreation Center (Location B) is attached hereto as Attachment No. 4.
- Cheviot Hills Recreation Center (Location C): Location C at Cheviot Hills Recreation Center is also located west of the baseball diamonds and north of the Easton-Rancho Park Archery Range. Installation of the synthetic multi-purpose field at this location would require the removal of existing trees, place the field immediately adjacent to both the archery range and the parking lot, and displace user groups not compatible with soccer, such as dog agility classes that are held at this location. The alternative analysis for Cheviot Hills Recreation Center (Location C) is attached hereto as Attachment No. 5.

COMMUNITY OUTREACH

RAP staff conducted extensive community outreach for the proposed Project. As previously discussed in this report, RAP staff, in response to input received from the community during the community outreach and input process, made various modifications and adjustments to the scope of work and layout of the proposed Project conceptual plan in order to minimize the impact on existing park features.

The concept for the proposed Project was first presented to the community on May 7, 2019. RAP staff organized and held three community meetings for the proposed Project and presented the

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proposed Project at four other community meetings. The names and dates of those seven community meetings are below:

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

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

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

PROPOSED GIFT AGREEMENT

TM23 has successfully secured funding in the amount of \$1,200,000.00, through grants, donations, and/or firm commitments from the Mark Family Foundation, the Los Angeles Galaxy Foundation, the Los Angeles Football Club, and various community groups, organizations, and individuals for the Project. TM23 has agreed to donate these funds to RAP to be used for the design, planning, and construction of a new multipurpose synthetic surface field.

As previously discussed, RAP and TM23 identified Westwood Recreation Center as an appropriate location for a new multipurpose synthetic surface field. RAP and TM23 agreed that it would be most cost effective and in the best interest of park users and the community to combine RAP and TM23 resources to develop the respectively desired new multipurpose synthetic field along with various other park improvements identified by RAP, and the community, as one single Project.

As described in the proposed Gift Agreement (Agreement), RAP has agreed to manage the proposed Project to ensure its completion in accordance with RAP standards and pursuant to final plans and specifications that will be developed by RAP and mutually reviewed by RAP and TM23. TM23 has agreed to provide the Los Angeles Parks Foundation (LAPF) with a charitable contribution of One Million, Two Hundred Thousand Dollars (\$1,200,000.00) for development of the new multipurpose synthetic surface field and that donation would then be provided to RAP and deposited into a RAP controlled special account specified for the construction of the new multipurpose synthetic surface field. TM23 agreed to fund the development of the multipurpose synthetic surface field portion of the proposed Project, which is estimated to cost One Million, Two Hundred Thousand Dollars (\$1,200,000.00). RAP has agreed to fund the remaining Project scope elements, which are estimated to cost One Million, Two Hundred Thousand Dollars (\$1,200,000.00).

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The term of the proposed Agreement is 10 years.

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

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

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

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

PROJECT FUNDING

Total Project cost is currently estimated at Two Million, Four Hundred Thousand Dollars (\$2,400,000). As previously discussed, funding in the amount of One Million, Two Hundred Thousand Dollars (\$1,200,000) would be donated by TM23 Foundation, and specified for the proposed synthetic multi-purpose field portion of the proposed Project. RAP staff recommends that Park Fees be allocated to the proposed Project in order to fund the remaining Project scope of work.

Upon approval of this Report, One Million, Two Hundred Thousand Dollars (\$1,200,000.00) in Park Fees can be committed to the proposed Project. These Park Fees were collected within five miles of Westwood Park, which is the standard distance for the allocation of the Park Fees for community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

The total amount of funding available for the proposed Project is Two Million, Four Hundred Thousand Dollars (\$2,400,000).

FUNDING SOURCE MATRIX

| Source | Fund/Dept/Acct | Amount | Percentage |
|---------------|-----------------------|-----------------------|-------------------|
| Park Fees | 302/89/89716H | \$1,200,000.00 | 50% |
| Donation | TBD | \$1,200,000.00 | 50% |
| Total | | \$2,400,000.00 | 100% |

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PROJECT CONSTRUCTION

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

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

TREES AND SHADE

At this time, it is anticipated that eight (8) trees will need to be removed from the park in order to accommodate the proposed Project layout. The proposed trees to be removed include Oak, Golden Rain, New Zealand Christmas, and Redwood trees. The canopy coverage area of these eight (8) existing trees is approximately 10,000 square feet.

The Project proposes to plant eighteen (18) new trees in the park. The proposed eighteen (18) new trees would be a mixture of Oak, Golden Rain, and Chinese Pistache Trees. The eighteen (18) new trees would be a minimum 24-inch box size. These trees would have a tree canopy coverage area of approximately 12,000 square feet, at thirty (30) years post construction. The final determination of the quantity, size, species, and location of the new trees will be made during the development of the final plans and specifications for the proposed Project.

Additionally, shaded bleachers will be installed adjacent to the multipurpose synthetic field shade as a part of the proposed Project, which would add additional shaded areas to Westwood Park.

ENVIRONMENTAL IMPACT

The proposed Project consists of the construction of a new multipurpose field, related 20 foot netting and walk paths and sport field lighting. It also includes grading on land with a slope of less than 10%, new landscaping, minor trenching and backfilling for irrigation lines and on premise signs. As such, RAP staff recommends that the Board determines that the Project is categorically exempt from the provisions of CEQA pursuant to Article 19, Section 15303(c), Section 15304(a), Section 15304(b), Section 15304(f) and Section 15311(1) of California CEQA Guidelines.

FISCAL IMPACT

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

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

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

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 1: Provide Safe and Accessible Parks

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

Goal No. 2: Offer Affordable & Equitable Recreation Programming

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

Result: The addition of a new multipurpose synthetic field, park lighting, and various other amenities will provide additional opportunities for recreational programming at the park and will enhance the safety of park visitors and staff.

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

LIST OF ATTACHMENTS:

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



WESTWOOD RECREATION CENTER - PROPOSED SYNTHETIC MULTI-PURPOSE FIELD





WESTWOOD RECREATION CENTER
PERSPECTIVE 1 (West corner)

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION & PARKS



PARK PROUDLA



WESTWOOD RECREATION CENTER
PERSPECTIVE 2 (East corner)

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION & PARKS



PARK PROUD LA



WESTWOOD RECREATION CENTER
PERSPECTIVE 3 (South corner)

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION & PARKS



PARK PROUD LA

Stoner Recreation Center Alternative Site Analysis

Project Description:

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

Site Impacts:

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



STONER REC. CTR.

NOTE:
1. ELIMINATES BASEBALL AND SOFTBALL PROGRAM



Cheviot Hills Recreation Center (Location A) Alternative Site Analysis

Project Description:

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

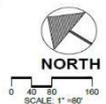
Site Impact:

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



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

CHEVIOT HILLS REC. CTR.



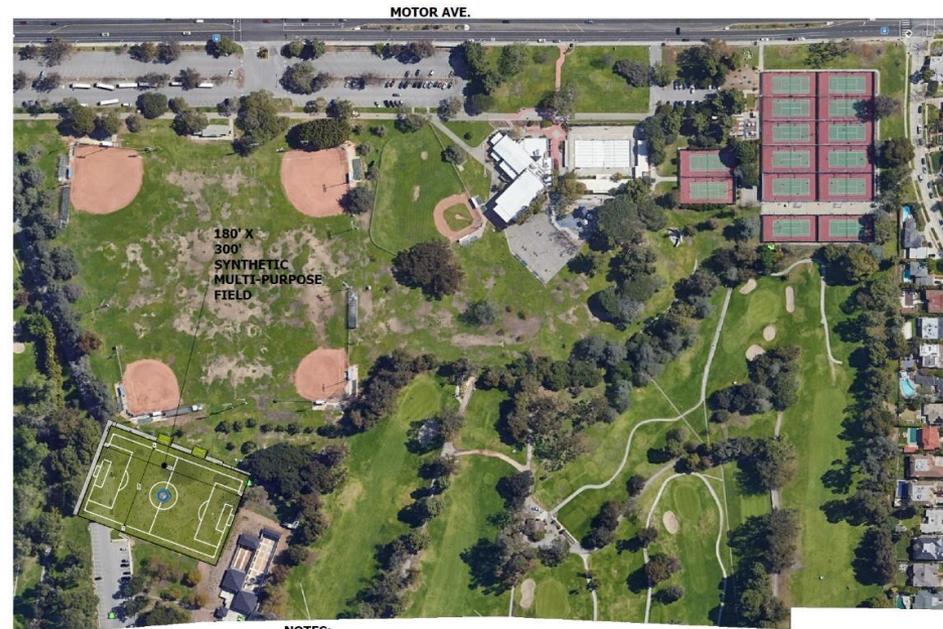
Cheviot Hills Recreation Center (Location B) Alternative Site Analysis

Project Description:

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

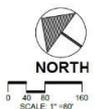
Site Impact:

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



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

CHEVIOT HILLS REC. CTR.



Cheviot Hills Recreation Center (Location C) Alternative Site Analysis

Project Description:

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

Site Impact:

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



- NOTES:
1. IMPACTS TREES AND PICNIC AREA
 2. IMPACTS ARCHERY AND BASEBALL

CHEVIOT HILLS REC. CTR.



**AGREEMENT BETWEEN
THE CITY OF LOS ANGELES,
LOS ANGELES PARKS FOUNDATION
AND
THE TM23 FOUNDATION**

**FOR THE DESIGN, CONSTRUCTION, AND OPERATION OF A MULTIPURPOSE
SYNTHETIC SURFACE FIELD AT WESTWOOD RECREATION CENTER**

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

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

WHEREAS, TM23 was established for purposes of collecting and managing donated funds received by TM23 in support of the development of a multipurpose, synthetic surface field, which TM23 has agreed to donate to LAPF with the intent of such funds being provided to RAP for the development a multipurpose, synthetic surface field at the PARK (“FIELD”); and,

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

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

WHEREAS, Nikki and Doug Mark, West Los Angeles community members 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 the FIELD in Tommy’s honor; and,

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

WHEREAS, through the community outreach and input process RAP proposed certain modifications and adjustments to the PARK's existing design in developing the FIELD by considering the impact to certain PARK features, as more fully described herein. Such modifications include site grading and removal of eight (8) existing trees, installation of new landscaping and irrigation improvements, new walkways, eighteen (18) new trees with a greater shade canopy, installation of a new hydration station, and installation of other ancillary improvements such as the demolition of the concrete pad located at the northeast corner of the PARK between the existing tennis courts and Veterans Avenue, and installation of natural turf to replace the concrete pad creating an additional area of open green space (collectively, "RAP IMPROVEMENTS"), valued up to approximately One Million, Two Hundred Thousand Dollars (\$1,200,000.00); and,

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

WHEREAS, RAP has agreed to manage the PROJECT to ensure its completion in accordance with RAP standards pursuant to plans and specifications ("PLANS") prepared by the RAP Planning Maintenance and Construction Branch ("PMC"), and mutually reviewed by RAP, TM23, and the Community, at a total estimated cost up to approximately Two Million, Four Hundred Thousand Dollars (\$2,400,000.00), as more fully described by the PROJECT Cost Estimate attached hereto and incorporated herein by reference as Exhibit C; and,

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

WHEREAS, RAP agreed to fund the RAP IMPROVEMENTS through allocated Park Fees Funding designated for the PARK, and other identified sources (collectively, "RAP FUNDS"), utilizing contractors and/or vendors under contract with RAP (collectively, "CONTRACTORS") for completion of the PROJECT valued up to approximately \$2,400,000.00, pursuant to PLANS approved by the BOARD; and,

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

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

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

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

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

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

1. PARTIES:

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

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

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

2. FUNDING:

It is understood and acknowledged by PARTIES that the estimated total cost of the PROJECT is approximately \$2,400,000.00, as described in further detail by the PROJECT Cost Estimate included herein as Exhibit C.

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

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

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

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

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

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

- B. RAP FUNDING.** RAP has agreed to fund the RAP IMPROVEMENTS through allocated RAP FUNDS in the approximate amount up to \$1,200,000.00, as detailed in Exhibit C. RAP shall not commingle RAP FUNDING designated for the RAP IMPROVEMENTS with DONATION funding held in the SPECIAL ACCOUNT and designated for development of the FIELD. All RAP IMPROVEMENTS related transactions shall be appropriately recorded, documented, and tracked by RAP.
- C. Notice to Proceed.** Notwithstanding the above, PARTIES agree that once CONTRACTORS are issued a Notice to Proceed ("NTP") by RAP, the DONATION becomes fully committed to the PROJECT and no longer refundable. However, should circumstances arise during the construction process causing the PROJECT to halt or be terminated, PARTIES agree to collectively review and discuss the situation to determine a mutually acceptable solution or alternative plan to complete or revise the PROJECT pursuant to the original intent of PARTIES under this AGREEMENT. It is understood by PARTIES that any plan to be implemented beyond the scope of this AGREEMENT shall be subject to a written amendment to this AGREEMENT and BOARD approval.

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

funds remaining in the SPECIAL ACCOUNT after PROJECT impacted area restorations have been completed, shall be returned to TM23.

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

3. PROJECT DEVELOPMENT:

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

A. Design and Location:

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

B. Construction:

- (i) Prior to the commencement of any construction activities, RAP will inform TM23 regarding the implementation schedule for the FIELD improvements, including but not limited to logistics, timeline, and coordination with the full PROJECT.
- (ii) Pursuant to the terms and conditions of this AGREEMENT, RAP shall be responsible for payment of all PROJECT-related expenses for construction of the FIELD and RAP IMPROVEMENTS.
- (iii) RAP shall issue CONTRACTORS a Notice to Proceed (“NTP”) stipulating the terms and conditions for the implementation of the PROJECT, and authorizing access to the PARK, including ingress-egress and use of certain PARK areas for staging and storage.

- (iv) RAP shall be the lead agency with respect to PROJECT oversight, including assisting CONTRACTORS with the completion of environmental clearances and other permits required by law. All costs for filing of documents required for said clearances, approvals and/or authorizations shall be borne by RAP.
- (v) PARTIES shall collectively approve any and all change orders related to the construction of the FIELD.

4. POST CONSTRUCTION:

- A. Upon completion of the PROJECT, RAP shall conduct a Post-Development Inspection to ensure that the PROJECT was completed pursuant to approved PLANS and in compliance with the terms and conditions of this AGREEMENT.
- B. Following RAP's acceptance of the completed PROJECT and subsequent to the opening of the FIELD and RAP IMPROVEMENTS to the public, LAPF and TM23 shall have no involvement, whether financial or otherwise, with the use, operation, maintenance, landscaping, repair, insurance, programming, or modification of the FIELD and/or RAP IMPROVEMENTS, with the exception of certain arrangements agreed to herein for the future operation, maintenance, and use of the FIELD.
- C. It is understood by PARTIES that the FIELD and RAP IMPROVEMENTS shall be generally open to members of the public free of charge. In accordance with the Schedule of FIELD Use, attached hereto and incorporated herein by reference as Exhibit E, there shall be specified days and times for Public Free Play, RAP Programming, and Annual Event activities, with the PARK's Director in Charge ("DIC") maintaining the sole discretion to deviate from the Schedule of Field Use in order to accommodate special or unforeseen circumstances, as further stipulated in Section 5 below (FIELD OPERATIONS). All use of the FIELD and RAP IMPROVEMENTS shall be subject to local rules, regulations, ordinances, and laws which may include provisions related to such hours of operation, reservation permit requirements, age limits, acknowledgements of risk by users, and the prohibition of alcohol and illegal drugs.
- D. Notwithstanding any arrangements included herein, or to be established in the future for the operation and maintenance of the FIELD, it is understood by PARTIES that there shall generally be no limit to the use of the FIELD to any select group of persons (exclusive use shall be prohibited); however RAP, as described in Sections 4.C. and 5 of this AGREEMENT, may issue permit(s) for the use of the FIELD, tennis courts, basketball courts, and other areas of the PARK by individuals or members of a group or organization, for limited periods of time in accordance with established RAP policies and protocols, and subject to the RAP schedule of Standard Rates and Fees.

5. FIELD OPERATIONS:

Upon completion of the PROJECT, the finished FIELD will be operated by RAP through the PARK's DIC. It is understood by PARTIES that RAP operated and/or sponsored programs, the RAP permitting process, and designated open public free-play hours shall take precedence over any non-RAP sponsored activities proposed or operated by the

public under permit. Use of the FIELD shall be in accordance with the Schedule of FIELD Use (Exhibit E), which includes a percentage based allocation of approximate time that will be allocated for Public Free Play, RAP Programming, RAP Permitting, and three (3) TM23 annual events. Any deviations from Exhibit E shall be determined at the sole discretion of the DIC and RAP Management. Such schedule modifications may include but not be limited to, the permitting of the FIELD to the public in accordance with established RAP policies and protocols as described above in Section 4.D., as well as accommodating RAP operated and/or sponsored programs, leagues, clinics/camps, special events and other recreational activities offered to the general public.

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

6. FIELD MAINTENANCE, REPAIR, AND REPLACEMENT:

- A. **FIELD Maintenance.** RAP shall oversee and perform the maintenance of the FIELD pursuant to RAP standards and specifications, and in accordance with manufacturer warranty guidelines and requirements. However, TM23 shall reserve the right to provide supplemental FIELD maintenance funds through either additional funding received by TM23 from public donations, grants, or sponsorship, or through any DONATION funding remaining in the SPECIAL ACCOUNT maintained by RAP. Such assistance shall be subject to prior approval by RAP in writing.
- B. **Field Repair.** RAP shall keep the FIELD in a playable condition at all times, making timely repairs and taking necessary measures to ensure the playability of the FIELD and user safety. Should RAP not be able to perform such repair due to a lack of available resources or for reasons beyond RAP's control, TM23 shall maintain the right to provide supplemental repair funding for the FIELD, subject to RAP's advance written approval. Such repair may be funded either through additional funding provided by TM23 through public donations, grants, or sponsorship, or through any DONATION funding remaining in the SPECIAL ACCOUNT maintained by RAP.

- C. **Field Replacement.** The FIELD has an anticipated lifespan and manufacturer's warranty of ten (10) years. If the FIELD should fail prior to the expiration of the established Warranty period, RAP shall be granted by way of this AGREEMENT the right to exercise all rights and remedies stipulated in the Warranty to ensure its timely replacement in whole or in part, subject to Warranty provisions pertaining to wear and tear exemptions or depreciation. Should replacement of the FIELD be required in whole or portion thereof, and eligible Warranty coverage is not sufficient to cover all related FIELD replacement costs, PARTIES agree to discuss in good faith how to fund such replacement. Should the FIELD require replacement prior to the expiration of this AGREEMENT, there shall be no extension of this AGREEMENT or change to any provisions contained herein or understanding thereof as a result of any such replacement of the FIELD.

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

7. TERM AND TERMINATION:

- A. The term of this AGREEMENT ("TERM") shall commence upon the date of execution stipulated on page one of this AGREEMENT ("EFFECTIVE DATE") and shall expire ten (10) years from the EFFECTIVE DATE, unless sooner terminated by a PARTY as set forth in this Section 7. Rights and obligations set forth in this AGREEMENT which by their terms are intended to survive the termination or expiration of this AGREEMENT shall so survive such termination or expiration; such rights and obligations include, without limitation, the rights and obligations to use any DONATION funds until fully spent, and the rights and obligations related to operations, maintenance, repair and replacement, FIELD naming, donor recognition, and RAP providing TM23 with access to the FIELD for the Annual Events included in Exhibit E for a period of ten (10) years. Any amendment, extension, or modification to this AGREEMENT shall be executed pursuant to mutual agreement between PARTIES, subject to prior approval by the City Attorney, and final approval by the BOARD.
- B. Pursuant to Section 9 (DONOR RECOGNITION, FIELD NAMING, AND FUNDRAISING) of this AGREEMENT, BOARD approved recognition signage as set forth in Exhibit D of this AGREEMENT shall be authorized to remain displayed at the FIELD for a period of ten (10) years ("RECOGNITION PERIOD") in accordance with this AGREEMENT following the BOARD's acceptance of the

PROJECT and opening of the FIELD to the public, which is understood to coincide with the FIELD Manufacturer's Warranty Period of ten (10) years, subject to the terms and conditions of this AGREEMENT.

- C. In the event of a termination of this AGREEMENT by either of the PARTIES under this Section 7, any unused or uncommitted portion of the DONATION shall be immediately returned by RAP to LAPF, who in turn shall return said remaining portion of the DONATION funds to TM23. RAP and/or TM23 may terminate this AGREEMENT during the TERM or RECOGNITION PERIOD immediately upon written notice to the other PARTY, and shall not be liable to the other PARTY for any reason for such termination, upon the occurrence of any of the following conditions:
- (i) TM23, prior to the commencement of on-site FIELD implementation, has not provided the DONATION in full to LAPF for commencement and completion of the FIELD;
 - (ii) RAP, subsequent to the execution of this AGREEMENT and commencement of the PROJECT, uses or authorizes the use of the FIELD in any way not contemplated or authorized under this AGREEMENT;
 - (iii) The PROJECT has not begun development within six (6) months from the EFFECTIVE DATE, due to delays caused solely by CITY;
 - (iv) The PARK ceases to be owned or becomes no longer under the jurisdiction of RAP;
 - (v) CITY materially breaches any term or condition of this AGREEMENT.
- D. This AGREEMENT shall be terminated if any PARTY ceases to conduct its business or shall make any involuntary assignment of either its assets or its business for the benefit of creditors; or if a trustee or receiver is appointed to administer or conduct the party's business affairs; or, if any insolvency proceedings are conducted against a Party and are not terminated or dismissed within forty-five (45) days, then the other PARTIES may terminate this AGREEMENT with immediate effect upon written notice to such Party.

8. PUBLICITY:

- A. PARTIES shall acknowledge one another as co-contributors to the completion of the PROJECT, in written material(s), news releases, and related marketing or publicity materials, including but not limited to, an initial press conference and/or dedication ceremony, if applicable;
- B. PARTIES agree to assist and cooperate in a mutually acceptable groundbreaking, grand-opening and/or dedication event at the PARK, as mutually deemed necessary and agreed to by PARTIES;
- C. PARTIES acknowledge that each of the RAP, LAPF, and TM23 names and other intellectual property of PARTIES have substantial goodwill. PARTIES further acknowledge and agree that all use of the RAP, LAPF, and/or TM23 name,

pursuant to this AGREEMENT, shall inure to the sole and exclusive benefit of the subject PARTY or PARTIES, and PARTIES agree to use the name of another PARTY or PARTIES, solely in accordance with the terms and conditions set forth in this AGREEMENT.

- D. PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of the GIFT, the RAP IMPROVEMENTS, the FIELD, and/or this AGREEMENT, except as may be legally required by applicable laws, regulations, or judicial order.
- (i) To the extent stipulated in any grant agreement, partnership agreement, donation agreement, or other agreement, PARTIES shall duly notify any grantors, donors, partners or other party, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement or other funding source, and shall provide the opportunity for attendance and participation by grantor, donor, partner, or other respective representatives;
 - (ii) PARTIES shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of PARTIES; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either PARTY, in whole or in part, pursuant to the installation of additional improvements, shall contain any acknowledgements required under any related grant agreement, partnership agreement, donation agreement or other agreement or funding source; and
 - (iii) LAPF and TM23 agree that any public release or distribution of information related to the PROJECT, this AGREEMENT, and/or any related project, programs or services, shall include the following statement at the beginning or introduction of such release:

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

9. DONOR RECOGNITION, FIELD NAMING, AND FUNDRAISING

- A. RAP shall maintain the right to use the name of the FIELD in conducting RAP operations, events, and activities. For purposes of clarification, CITY shall have no right to use the LAPF or TM23 name in any manner that suggests they are a sponsor or co-sponsor of any daily operations or events at the FIELD to which they are not affiliated or sponsoring. No other company, entity or individual's name shall be used in connection with the IMPROVEMENTS or FIELD during the TERM of this AGREEMENT, without RAP's prior written approval.
- B. RAP shall, upon the expiration or termination of this AGREEMENT, cease and desist from all use of the LAPF and/or TM23 name and other intellectual property of theirs, in any way, including without limitation, removal from all signage related to the PROJECT.

- C. **Field Naming.** In accordance with the RAP Naming Policy and the BOARD's approval, the FIELD shall be named: "Tommy's Field" for the duration of the Recognition Period.
- D. **Donor Recognition.** In conformance with the RAP Sponsorship Recognition Policy, the PROJECT FUNDERS shall be recognized for their generosity through BOARD approved sponsorship recognition signage at the FIELD acknowledging the GIFT and demonstrating the CITY's appreciation to the public. In accordance with the BOARD's approval, the recognition signage to be displayed at the FIELD shall be in the form, size, and design illustrated by the Recognition Signage renderings included in Exhibit D of this AGREEMENT.
- E. As owner of the PARK and FIELD, RAP shall have the right to seek and secure donors and sponsors (but not the obligation) and place and/or remove any RAP generated sponsorship recognition signage, logo(s), and/or trademark(s) of future FIELD, PARK, and/or RAP facility and/or program sponsors, donors, and contributors on or around the FIELD, pursuant to RAP Policy and procedures and subject to the BOARD's prior approval.
- F. LAPF AND TM23 shall maintain the right to seek and secure future donations and sponsors through fundraising campaigns, social media outlets, and general donations, subject to prior review and approval by RAP to ensure compliance with RAP policies and practices. Nothing in this provision (10.F.) or AGREEMENT shall limit or restrict RAP's right or ability to seek, secure, and implement any sponsorship, donation, or other fundraising event at, or for the FIELD or PARK.

10. USE OF MARKS:

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

11. REPRESENTATIONS AND WARRANTIES:

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

12. INDEMNIFICATION/HOLDHARMLESS:

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, LAPF and TM23 shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action,

claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including LAPF and TM23's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by LAPF and/or TM23, CONTRACTORS, subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this Section 12 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

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

13. BOOKS AND RECORDS:

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

14. GENERAL:

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

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

(213) 202-5600

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

(310) 472-1990

TM23: TM23 Foundation
Attn: Nikki & Doug Mark
315 Comstock Avenue
Los Angeles, CA 90024

(323) 829-8300

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

15. RATIFICATION:

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

16. INCORPORATION OF DOCUMENTS

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

- Exhibit A: Site Plan
- Exhibit B: Project Details (Scope of Work)
- Exhibit C: Project Cost Estimate
- Exhibit D: Recognition Signage Rendering
- Exhibit E: Schedule of Programs, Events, and Activities

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, PARTIES have executed this AGREEMENT as of the date first written above.

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal
corporation, acting by and through its BOARD OF
RECREATION AND PARK COMMISSIONERS

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

LOS ANGELES PARKS FOUNDATION, a
California public benefit corporation

By _____

Title: _____

Executed this _____ day
of _____, 20__

TM23 Foundation,
a California non-profit corporation

Approved as to Form:

By _____

Date: _____

Title: _____

MICHAEL N. FEUER,
City Attorney

By _____

DEPUTY CITY ATTORNEY

Exhibit A

Project Site Plan

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



WESTWOOD RECREATION CENTER - PROPOSED SYNTHETIC MULTI-PURPOSE FIELD



Exhibit B

Project Details

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Scope of Work:

- Site grading and removal of eight (8) existing trees.
- Installation of a new 180-foot x 300-foot synthetic multi-purpose field for soccer and flag football. The field will be striped to accommodate both soccer and flag football. The field will be constructed with no chain link fencing but will include approximately 20 foot high netting behind each of the goals.
- Installation of new LED lighting for the proposed synthetic field.
- Related landscape and irrigation improvements, including the installation of new walkways, eighteen (18) trees with a greater shade canopy than what is existing, and a hydration station.

Additionally, a small concrete pad located in the northeast corner of the PARK, between the tennis courts and Veterans Avenue, will be demolished and replaced with turf, landscaping, and irrigation. Furthermore, the fencing at the existing multipurpose synthetic field will be removed along the sidelines of that field while leaving the fencing in place behind the goals.

Exhibit C

Project Cost Estimate

| Westwood Park Synthetic Soccer Final Cost Estimate - 1/3/2020 | | | | | |
|---|---|----------|------|---------------|-------------------|
| | Description | Quantity | Unit | Costs/Unit | Total |
| General Overhead | | | | | |
| | Project Admin | 1 | ls | \$ 26,000.00 | \$ 26,000 |
| | Project Management, Design & Specs | 1 | ls | \$ 36,000.00 | \$ 36,000 |
| | Temporary Measures | 1 | ls | \$ 9,000.00 | \$ 9,000 |
| | Construction Sign | 1 | ea | \$ 2,500.00 | \$ 2,500 |
| | Subtotal | | | | \$ 73,500 |
| Removals - Multipurpose field | | | | | |
| | Rough grading | 76,800 | sf | \$ 0.68 | \$ 52,224 |
| | Subtotal | | | | \$ 52,224 |
| Sub-Grade Base and Drainage Synthetic Turf | | | | | |
| | Geotextile fabric | 76,800 | sf | \$ 0.30 | \$ 23,040 |
| | Cement treat existing soil | 76,800 | sf | \$ 1.00 | \$ 76,800 |
| | 8" solid drain pipe | 1,060 | lf | \$ 46.00 | \$ 48,760 |
| | Construct catch basin | 1 | ea | \$ 2,800.00 | \$ 2,800 |
| | Construct Permavoid retention system | 1 | ea | \$ 100,000.00 | \$ 100,000 |
| | Trexboard headers | 1,060 | lf | \$ 7.60 | \$ 8,056 |
| | Fine grading | 76,800 | sf | \$ 0.30 | \$ 23,040 |
| | Subtotal | | | | \$ 282,296 |
| Construction-Multipurpose Field | | | | | |
| | Concrete curb | 1,052 | lf | \$ 20.67 | \$ 21,745 |
| | 30' high Goal area backstops net | 16,320 | sf | \$ 1.00 | \$ 16,320 |
| | 30' high netting poles | 22 | ea | \$ 4,000.00 | \$ 88,000 |
| | Subtotal | | | | \$ 126,065 |
| Synthetic Turf | | | | | |
| | City of LA Turf with zeo-fill | 76,800 | sf | \$ 6.21 | \$ 476,928 |
| | Subtotal | | | | \$ 476,928 |
| Removals, demo | | | | | |
| | Trees | 8 | ea | \$ 3,000.00 | \$ 24,000 |
| | Asphalt paving - existing volleyball court | 11,581 | sf | \$ 2.00 | \$ 23,162 |
| | Concrete paving - existing volleyball court | 2,724 | sf | \$ 2.25 | \$ 6,129 |
| | 10' high chain link fence fabrics and posts | 583 | lf | \$ 8.00 | \$ 4,664 |
| | Subtotal | | | | \$ 57,955 |
| Construction-Multipurpose Field | | | | | |
| | Concrete paving - walkway | 8,000 | sf | \$ 12.00 | \$ 96,000 |
| | 4' high concrete retaining wall | 232 | lf | \$ 250.00 | \$ 58,000 |
| | Finish grading | 76,800 | sf | \$ 0.20 | \$ 15,360 |
| | Excavation and haul away | 2,800 | cy | \$ 40.00 | \$ 112,000 |
| | Site Stormwater and drainage | 1 | ls | \$ 80,000.00 | \$ 80,000 |
| | Subtotal | | | | \$ 361,360 |
| Electrical and Lighting | | | | | |
| | Soccer - 4 x 60' high poles and fixtures | 1 | ls | \$ 300,000.00 | \$ 300,000 |
| | Subtotal | | | | \$ 300,000 |
| Irrigation | | | | | |
| | Irrigation adjustment | 38,400 | sf | \$ 2.00 | \$ 76,800 |
| | Irrigation for new turf area | 14,305 | sf | \$ 2.00 | \$ 28,610 |
| | Subtotal | | | | \$ 105,410 |
| Planting | | | | | |
| | Trees | 18 | ea | \$ 3,000.00 | \$ 54,000 |
| | Soil Preparation | 14,305 | sf | \$ 1.00 | \$ 14,305 |
| | New Sod lawn area | 14,305 | sf | \$ 2.50 | \$ 35,763 |
| | Subtotal | | | | \$ 104,068 |
| Site Furnishings | | | | | |
| | 5 row x 27' bleachers with shade - soccer | 2 | ea | \$ 50,000.00 | \$ 100,000 |
| | Drinking fountains | 1 | ea | \$ 20,000.00 | \$ 20,000 |
| | Subtotal | | | | \$ 120,000 |

Exhibit C (continued)

Project Cost Estimate

| | | | | | |
|--|-------------------------------------|-----|--|----------------|----------------|
| | | | | | |
| | Site Subtotal | | | | \$2,059,805.34 |
| | CONTINGENCY | 15% | | \$308,970.80 | |
| | Site Total | | | | \$2,368,776.14 |
| | Total Construction Cost: | | | \$2,368,776.14 | |
| | | | | | |
| | | | | Donation: | \$1,011,012.84 |
| | CONTINGENCY | 15% | | \$151,651.93 | |
| | Total Donation Construction Cost: | | | \$1,162,664.77 | |
| | | | | | |
| | | | | RAP: | \$1,048,792.50 |
| | CONTINGENCY | 15% | | \$157,318.88 | |
| | Total RAP Quimby Construction Cost: | | | \$1,206,111.38 | |

Exhibit D

Project Recognition Signage

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**The Department of Recreation and Parks
thanks and acknowledges**



**LA Galaxy and Los Angeles Football Club
for their generous contributions.**

Size: 24" x 18"

Exhibit E

Schedule of Field Programming, Annual Events, and Activities

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A. Department of Recreation and Parks Programs and Activities

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

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

B. TM23 Foundation Annual Events and Activities

1. **Tommy Mark Memorial Event:** An annual event on the day of Tommy Mark's passing (April 17th) to honor his memory.
 - Inaugural Event Day – Date to be Determined, 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 – Date to be Determined (proposed hours 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.