

BOARD REPORT

NO. 26-111

DATE May 21, 2026

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: 6TH STREET PARK, ARTS, AND RIVER CONNECTIVITY (PARC) PROJECT – APPROVAL OF A PROPOSED RECOGNITION AND OPERATIONS AGREEMENT WITH THE TM23 FOUNDATION FOR THE PARC SOCCER FIELD – NAMING OF PARC SOCCER FIELD AS “TOMMY’S FIELD – BOYLE HEIGHTS” – CONSIDERATION OF THE ENVIRONMENTAL IMPACT REPORT FOR THE PARC PROJECT (SCH #2017041045) CERTIFIED ON APRIL 29, 2022 INCLUDING FINDINGS, AND ACCOMPANYING MITIGATION MEASURES AND MITIGATION MONITORING PROGRAM

* B. Aguirre	<u>BA</u>	M. Rudnick	_____
C. Stoneham	_____	C. Santo Domingo	_____
B. Jones	_____	N. Williams	_____

General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed recognition and operations agreement (Agreement) with the TM23 Foundation (TM23), in substantially the form attached hereto as Attachment 1, for the installation of certain donor recognition signage, naming, and operation of a soccer field (Field) at the 6th Street Park, Arts, and River Connectivity (PARC) Project, subject to the approval of the City Council and the City Attorney as to form;
2. Approve the naming of the Field as “Tommy’s Field – Boyle Heights” in accordance with the RAP Naming Policy, and the installation of a facility sign reflecting said name, as illustrated by the sample rendering attached hereto as Attachment 2, subject to coordination with RAP’s Planning, Construction, and Maintenance Staff and the Department of Public Works, Bureau of Engineering;
3. Approve the installation of the proposed recognition signage in accordance with the RAP Sponsorship Recognition Policy, in substantially the form attached hereto as Attachment 3, to recognize the donors who made substantial financial contributions towards the development of the Field;
4. Determine, under California Public Resources Code Section 21166 and the California Environmental Quality Act (CEQA) Guidelines Section 15162, on the basis of substantial evidence contained in the whole record, that: (i) the proposed signage installation and its maintenance does not constitute a substantial change to the PARC Project which requires

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major revisions of the previous Environmental Impact Report (EIR) or additional environmental analysis; (ii) since the City Council's prior certification of the EIR and approval of the Project (Council File No. 14-1510-S12, State Clearinghouse No. 2017041045, County Clerk Filing No. 2022103172), there are no changes with respect to the circumstances under which the Project is being undertaken; and (iii) no new information of substantial importance concerning the Project showing new significant environmental effects, substantial increases in severity of identified significant effects, or different mitigation measures or alternatives that would substantially reduce significant effects; and therefore no additional CEQA analysis is necessary;

5. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement to the City Council and City Attorney;
6. Authorize the Board President and Secretary to execute the Agreement subsequent to all necessary approvals; and
7. Authorize RAP staff to make technical corrections in order to carry out the intent of the Board in approving this Report.

SUMMARY

The 6th Street Viaduct Park, Arts, and River Connectivity Project (PARC Project) is a park development project currently underway in the City Council's 14th District (CD14), under the oversight and management of the Department of Public Works, Bureau of Engineering (BOE). On June 23, 2025, the Board conceptually approved the naming of the Field, along with preliminary renderings of proposed recognition signage, as further described in Report No. 25-108 (Attachment 4). The PARC Project encompasses three areas associated with the 6th Street Bridge (Bridge):

1. The "East Park" on the Boyle Heights side of the Bridge, which will include various active and passive recreational amenities and features;
2. The "Arts & River Gateway" located directly below the Viaduct at Santa Fe Avenue and Mesquit Street in the Arts District, which includes an arts plaza with performance areas with terrace seating, as well as a garden; and
3. The "West Park" located at 6th and Mateo Streets, which includes a rain garden, lay and performance lawns, a dog park, café and restrooms, and fitness equipment.

The Field, which is being constructed directly underneath the Bridge within the East Park portion of the PARC Project, is currently 68% complete and is on schedule to be completed by December 2026.

TM23 is a 501(c)(3) public benefit California non-profit corporation with a mission to develop and support initiatives that inspire children and young adults to play, pursue their dreams, be themselves, and have a positive impact on their community. TM23 was created by Doug and Nikki

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Mark in honor of their deceased son Tommy, who passed away in his sleep one month shy of his thirteenth birthday due to unknown causes. TM23 previously funded the development of “Tommy’s Field” at Westwood Recreation Center in 2020 through a \$1.2 million dollar donation to RAP through the Los Angeles Parks Foundation (Report Nos. 20-001 and 21-174). TM23 also funded a second “Tommy’s Field” in 2023 at Vista Del Mar School in West Los Angeles. In November of 2023, TM23, RAP, and the BOE began discussions regarding another TM23 donation in support of a third Tommy’s Field.

The proposed Agreement with TM23 specifies the terms and conditions for the naming of the Field, installation of the recognition signage on the Field, and the schedule of Field use between RAP and TM23. The proposed Agreement is generally consistent with Agreement No. 3759 with TM23 for the use of the original “Tommy’s Field” at Westwood Recreation Center, executed on May 29, 2020. Under the proposed Agreement, RAP will be responsible for the operation and maintenance of the Field, maintaining full control and oversight. Field use will be allocated as follows: Public Free Play (20%), RAP Programming (45%) and Permitting to the public and user groups (35%). TM23 will be allowed access to the Field under a no-charge permit to host three annual tournament events scheduled as follows:

1. Tommy Mark Memorial Event: Inaugural East Park Event (December 2026), followed by subsequent annual events held in April;
2. TM23 Foundation Annual Tommy Mark Soccer Tournament held each May; and,
3. TM23 Annual Special Soccer Event Weekend held each December.

With support from the Office of Council District 14, the naming of the Field is proposed as “Tommy’s Field – Boyle Heights”, in honor of Tommy Mark (Attachment 2). The Agreement recognizes the various donors who made substantial monetary contributions towards TM23’s Donation through the installation of a donor plaque embedded onto a boulder to be located adjacent to the Field, as illustrated by Attachment 3 to this Report.

Staff recommends that the Board approve the proposed Agreement, the naming of the Field as “Tommy’s Field – Boyle Heights”, the installation of the facility sign with the Field’s name, and the installation of a donor plaque on a boulder to be located in proximity to the Field.

ENVIRONMENTAL IMPACT

The City of Los Angeles prepared an Environmental Impact Report (EIR) for the PARC Project pursuant to the requirements of the California Environmental Quality Act (CEQA), Public Resources Code sections 21000 et. Seq. and the CEQA Guidelines.

On April 29, 2022, the City Council (i) certified that the Final EIR was completed in compliance with CEQA, (ii) approved the CEQA Findings, and (iii) found that on the basis of the whole record, including best management practices and mitigation measures, there is no substantial evidence that the PARC Project will have a significant effect on the environment. The City Council adopted the Project’s Mitigation Monitoring Program and approved the Project as described in the Final EIR.

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The Notice of Determination (NOD) was filed on May 3, 2022 with State Clearinghouse number SCH #2017041045. The Board approved the PARC Project on February 16, 2023 (BR 23-044), concurring with the City Council.

California Public Resources Code Section 21166 and State CEQA Guidelines Section 15162 provide that unless one or more of the following events occur, no subsequent or supplemental EIR is required by the lead agency or by any responsible agency:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR;
2. Substantial changes occur with respect to the circumstances under which the project is being undertaken that will require major revisions in the EIR;
3. Previously unknown new information at the time of the certification of the EIR as complete becomes available;
4. New mitigation measures substantially different from those analyzed in the previous EIR would substantially reduce significant effects of the proposed Project on the environment.

RAP staff found that:

1. Adding the proposed signage and its maintenance will not involve substantial changes in the Project scope requiring major revisions in the previous EIR due new-significant environmental effects, or an increase in the severity of previously identified significant effects;
2. The circumstances under which the Project is undertaken will not require revisions of the previous EIR due new significant environmental effects or an increase in the severity of previously identified significant effects;
3. There is no new information of substantial importance showing new significant environmental effects not discussed in the previous EIR, or an increase in the severity of previously examined significant effects; and
4. There are no mitigation measures or alternatives to the Project considerably different from those analyzed in the previous EIR that would substantially reduce one or more significant effects on the environment, but not adopted with the previous EIR.

Therefore, staff recommends that no additional CEQA analysis is necessary for the approval of the proposed action.

FISCAL IMPACT

There will be no fiscal impact to the RAP General Fund arising from the Board's approval of the naming of the Field, the installation of a facility sign reflecting said name, and the installation of the Recognition described herein, as all related costs will be paid through the Donation to BOE.

This Report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Section.

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LIST OF ATTACHMENTS/EXHIBITS

- 1) Proposed Agreement
- 2) Sample Facility Sign
- 3) Proposed Recognition Sign
- 4) Report No. 25-108 (June 23, 2025)

**RECOGNITION AND OPERATIONS AGREEMENT
BETWEEN THE CITY OF LOS ANGELES,
LOS ANGELES PARKS FOUNDATION
AND
THE TM23 FOUNDATION
FOR DONOR RECOGNITION, NAMING, AND OPERATION OF
A SYNTHETIC SURFACE FIELD AT THE
6TH STREET VIADUCT PARK, ARTS, AND RIVER CONNECTIVITY (PARC) PROJECT**

THIS RECOGNITION AND OPERATIONS AGREEMENT (“AGREEMENT”) is entered into this ____ day of _____, 2026, (“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”), and the TM23 Foundation (“TM23”), a 501(c)(3) public benefit nonprofit corporation, for the installation of certain donor recognition signage, naming, and operation of a synthetic surface field at the 6th Street Park, Arts, and River Connectivity (“PARC”) project. CITY and TM23 may be individually referred to herein as “PARTY”, and/or collectively as “PARTIES”.

WHEREAS, CITY, through its Department of Public Works (“DPW”), Bureau of Engineering (“BOE”), is constructing the PARC project (“PROJECT”) on real property designated as a public right-of-way and under the jurisdiction of the DPW’s Bureau of Street Services, located directly under the 6th Street Bridge between Mission Road and Anderson Avenue, Los Angeles 90023, as depicted by the site map attached hereto and incorporated by reference as Exhibit A, which shall include among various recreational park features, a synthetic-surface soccer field conceptually illustrated by the PROJECT rendering attached hereto and incorporated herein by reference as Exhibit B of this Agreement (“FIELD”); and,

WHEREAS, the PROJECT, once completed, will be transferred to RAP as directed by the City Council of Los Angeles; and,

WHEREAS, RAP has agreed to accept the PROJECT, subject to the final approval of a Memorandum of Understanding (“MOU”) among applicable City departments by the BOARD, transferring property jurisdiction to RAP for its future operation and maintenance of the PROJECT as a public park (“PARK”), which shall include the completed FIELD as part of RAP’s inventory of park assets; and,

WHEREAS, Nikki and Doug Mark – whose son “Tommy” unfortunately passed away at a very young age – established TM23 with a mission to develop and support initiatives that inspire children and young adults to play, pursue their dreams, be themselves, and have a positive impact on their community; and

WHEREAS, TM23 funded the development of the original Tommy’s Field at Westwood Recreation Center in September of 2021, followed by a second Tommy’s Field at Vista Del Mar School in August of 2023, and has initiated a fundraising campaign for purposes of generating sufficient funding for the development of the FIELD in Tommy’s honor at the PARK; and,

WHEREAS, TM23 has committed to campaigning for and managing donated funds received by TM23 from various community groups, organizations, and individuals (collectively, “DONORS”) in the amount up to \$1,000,000.00, for the development of the FIELD, and has agreed to donate such funds received by TM23 to the BOE with the intent of the funds being used for the development of the FIELD at the PARK; and,

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

WHEREAS, in accordance with the RAP Sponsorship Recognition Policy, CITY has agreed to authorize the installation of certain recognition signage to thank and acknowledge TM23 and DONORS for their contributions in support of the development of the FIELD, as illustrated by the Recognition Signage rendering(s) attached hereto and incorporated herein by reference as Exhibit C (collectively, "RECOGNITION"); and,

WHEREAS, CITY has agreed to the naming of the FIELD and installation of associated signage, and to recognize TM23 and DONORS through the installation of approved RECOGNITION at the FIELD upon completion of its construction valued up to approximately \$1,000,000.00, and further agrees to operate and maintain the FIELD in accordance with normal RAP standards and practices with the understanding that TM23 will be allowed access to the FIELD to host certain special events and soccer activities for the benefit of Los Angeles youth and the soccer community, in accordance with the terms and conditions of this AGREEMENT.

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

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

2. FIELD DEVELOPMENT:

- A. It is understood and acknowledged by PARTIES that the FIELD's construction will be completed by the BOE through a donation of funding provided by TM23 to BOE in the amount up to \$1,000,000.00 ("DONATION"), and that TM23 and the DONORS contributing to the FIELD's development will be recognized by RAP as described herein.
- B. TM23 raised the DONATION through monetary contributions received from the various DONORS listed on the Donor's List attached hereto and incorporated herein by reference as Exhibit D.
- C. Subject to the terms and conditions of this AGREEMENT, it is understood by PARTIES that the DONATION to the BOE is a separate but related PROJECT transaction that does not involve RAP directly, and that the installation of the RECOGNITION at the FIELD is contingent upon BOE's receipt of the DONATION and completion of the FIELD. Should there be any changes to the arrangements described in this

AGREEMENT, such changes shall not be implemented until this AGREEMENT is appropriately amended in writing, subject to City Attorney and Board approval.

3. POST FIELD CONSTRUCTION:

- A. Upon completion of the PROJECT, RAP shall conduct a Post-Development Inspection to ensure that the RECOGNITION has been installed pursuant to the terms and conditions of this AGREEMENT.
- B. Following RAP's acceptance of the completed PROJECT and PARK, and subsequent to the opening of the FIELD to the public, TM23 shall have no involvement, whether financial or otherwise, with the use, operation, maintenance, landscaping, repair, insurance, programming, or modification of the FIELD, 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 shall be generally open to members of the public free of charge. In accordance with the program description 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 scheduled FIELD usage outlined in Exhibit E in order to accommodate special or unforeseen circumstances, as further stipulated in Section 6 below. All use of the FIELD 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 paragraph 3.C. and Section 6 of this AGREEMENT, may issue permit(s) for the use of the FIELD 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.
- E. 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. All FIELD related additions and/or changes shall be determined at the sole discretion of RAP.

4. RECOGNITION:

- A. RAP shall maintain the right to use the name of the FIELD in conducting RAP operations, events, and activities. For purposes of clarification, RAP shall have no right to use the 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 FIELD during the TERM of this AGREEMENT, without RAP's prior written approval.

- B. RAP shall retain the right to, upon the expiration or termination of this AGREEMENT, cease and desist from all use of the TM23 name and other intellectual property of theirs, in any way, including without limitation, removal from all signage at the FIELD.
- C. **Field Naming.** In accordance with the RAP Naming Policy and the BOARD's approval, the FIELD shall be named "Tommy's Field – Boyle Heights".
- D. **Donor Recognition.** In conformance with the RAP Sponsorship Recognition Policy, the DONORS shall be recognized for their generosity through BOARD approved RECOGNITION at the FIELD acknowledging TM23, and demonstrating the CITY's appreciation to the public. In accordance with the BOARD's approval, such RECOGNITION to be displayed at the FIELD shall be in the form, size, and design illustrated by the renderings included in Exhibit C of this AGREEMENT.
- E. As the imminent future 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.

5. FUNDRAISING:

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 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.

6. 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 program description attached hereto as 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 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 3 above and this Section 6, 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.

- B. **TM23 Annual Events.** As described by Exhibit E, TM23 shall have access to the FIELD free of charge for three 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. Upon confirmation of availability, the DIC will issue a no fee, Facility Use Permit specific to the date and scope of the event, subject to RAP permitting policies and protocols, including insurance coverage determined by the RAP Risk Manager. 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.

7. 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, subject to prior written approval by RAP.
- 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.
- C. **Field Replacement.** The FIELD has an anticipated lifespan and manufacturer's warranty of ten 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 year period through the execution of a new agreement for a ten-year term with revised provisions to address and/or correct past or future issues requiring review and/or correction. Such FIRST RIGHT OF REFUSAL shall be given to TM23 upon the expiration of a prior ten-year term of this AGREEMENT and execution of a new agreement entered into by TM23 and exercise of its FIRST RIGHT OF REFUSAL. TM23's exercise of its FIRST RIGHT OF REFUSAL and execution of a new agreement shall continue TM23's naming rights for the FIELD as described in this AGREEMENT and any additional terms established under the new agreement as may be agreed to by RAP, and shall remain in effect 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).

8. 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 years from the EFFECTIVE DATE, unless sooner terminated by a PARTY as set forth in this Section 8. 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 related to operations, maintenance, repair and replacement, FIELD naming, donor recognition, and RAP providing TM23 with access to the FIELD for the Annual Events described in Exhibit E for a period of ten 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 4 of this AGREEMENT, the BOARD approved recognition signage as set forth in Exhibit C of this AGREEMENT shall be authorized to remain displayed at the FIELD for a period of ten years ("RECOGNITION PERIOD") in accordance with this AGREEMENT following the BOARD's acceptance of the PROJECT from BOE, and opening of the FIELD to the public, which is understood to coincide with the FIELD Manufacturer's Warranty Period of ten years, subject to the terms and conditions of this AGREEMENT.
- C. 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) RAP, subsequent to the execution of this AGREEMENT and opening of the FIELD to the public, uses or authorizes the use of the FIELD in any way not contemplated or authorized under this AGREEMENT;
 - (ii) The PARK ceases to be owned or becomes no longer under the jurisdiction of RAP; or
 - (iii) 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 days, then the other PARTIES may terminate this AGREEMENT with immediate effect upon written notice to such Party.

9. PUBLICITY:

A. 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.

B. PARTIES acknowledge that each of the RAP and TM23 names and other intellectual property of PARTIES have substantial goodwill. PARTIES further acknowledge and agree that all use of the RAP 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.

C. 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 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; and

(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.

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. 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.
- B. 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, 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 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 TM23, its 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 years after termination of this AGREEMENT or ten years from the date of the record. Said records shall be subject to examination and audit by authorized CITY or 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
- 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. 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 TM23 may assign to an affiliate with prior written consent by RAP.
- G. RAP's use of the FIELD shall be primary to any other use by any other party, including TM23.
- H. 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. 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 Map
Exhibit B: Field Conceptual Rendering
Exhibit C: Recognition Signage
Exhibit D: List of Donors
Exhibit E: Program Description

[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__

TM23 Foundation,
a California non-profit corporation

By: _____

Title: _____

By: _____

Title: _____

Executed this _____ day
of _____, 20__

Approved as to Form:

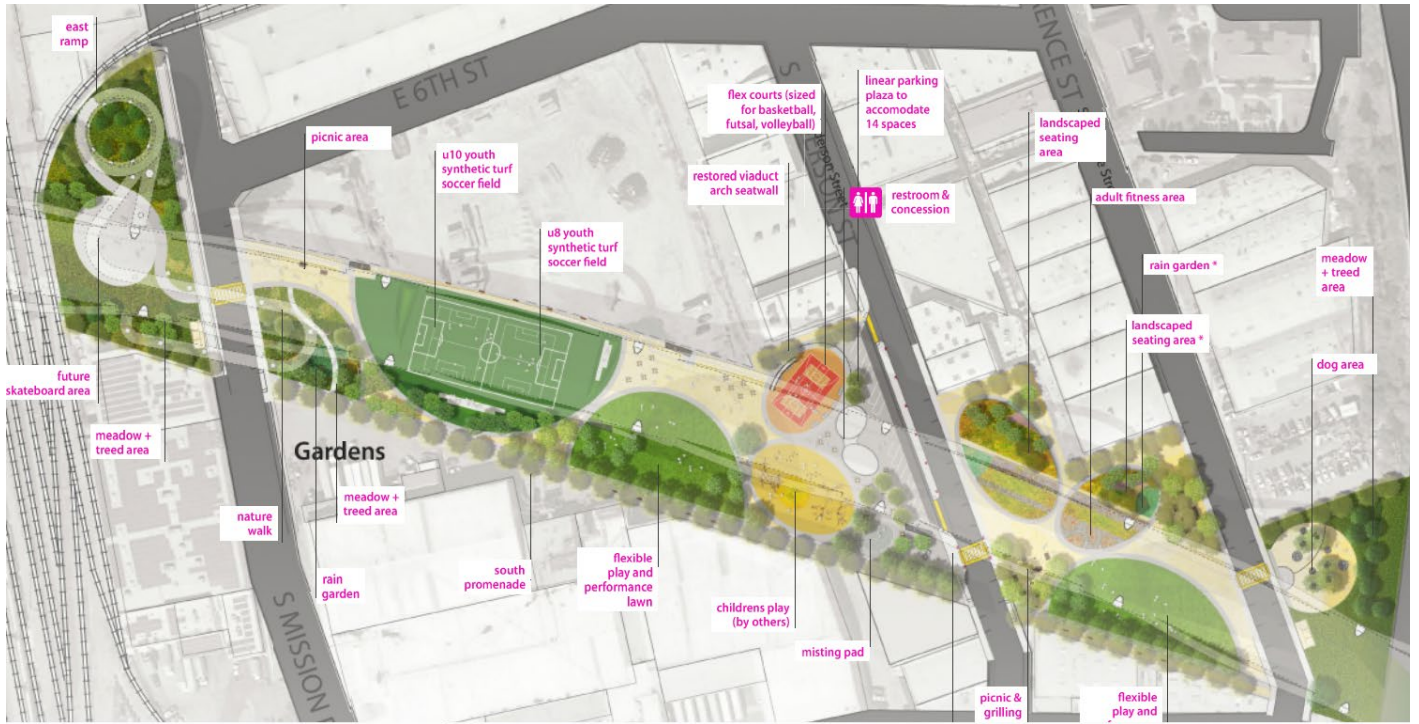
Date _____

HYDEE FELDSTEIN-SOTO,
City Attorney

By _____
BRENDAN KEARNS,
Deputy City Attorney

Exhibit A

East Park Project Conceptual Site Plan and Field Rendering



SYNTHETIC SOCCER FIELD

Exhibit C

Field Recognition

Sample Facility Sign: "Tommy's Field – Boyle Heights"

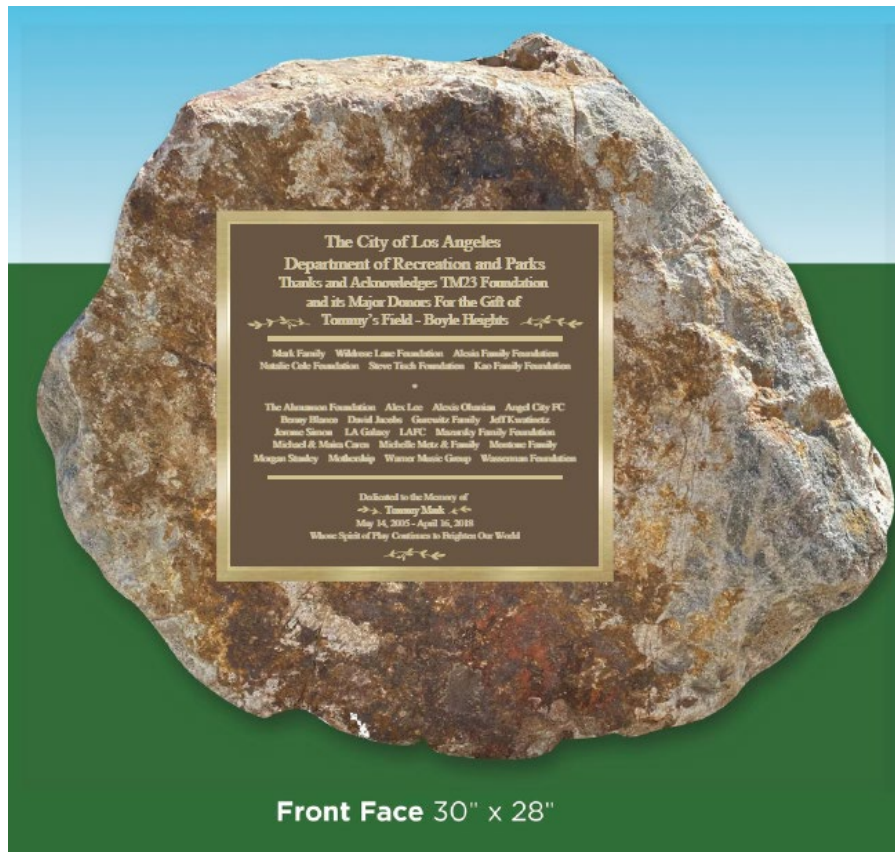


Exhibit D

TM23 Tommy's Field – Boyle Heights Donor's List

• Mark Family:	\$ 100,000.00
• Wildrose Lane Foundation:	\$ 100,000.00
• Alesia Family Foundation:	\$ 75,000.00
• Natalie Cole Foundation:	\$ 75,000.00
• Steve Tisch Foundation:	\$ 50,000.00
• Kao Family Foundation:	\$ 50,000.00
• Jerome Simon:	\$ 25,000.00
• The Ahmanson Foundation:	\$ 25,000.00
• Michael and Maira Caren:	\$ 20,000.00
• Beast Philanthropy	\$ 20,000.00
• Warner Music Group/BFF SJF:	\$ 15,000.00
• Alexis Ohanian:	\$ 10,000.00
• Jeff Kwatinetz:	\$ 10,000.00
• LAFC:	\$ 10,000.00
• Angel City FC :	\$ 10,000.00
• LA Galaxy:	\$ 10,000.00
• Wasserman Foundation:	\$ 10,000.00
• Mazursky Family Foundation:	\$ 10,000.00
• David Jacobs:	\$ 10,000.00
• Michelle Metz & Family:	\$ 10,000.00
• Montone Family:	\$ 10,000.00
• Morgan Stanley:	\$ 10,000.00
• Benny Blanco:	\$ 10,000.00
• Gurewitz Family:	\$ 10,000.00
• Alex Lee:	\$ 10,000.00
• Mothership:	\$ 10,000.00
• Community Contributions:	<u>\$ 295,000.00</u>
Total:	\$1,000,000.00

Exhibit E

Program Description

With the understanding that Tommy's Field – Boyle Heights ("Field") at East Park will be operated by the Department of Recreation and Parks ("RAP"), Metro Region Recreational Services Division, RAP and TM23 have agreed to the following Program Description.

A. Department of Recreation and Parks Programs and Activities

The following is the initial allocation of time for use of the Field by RAP, the general public, and permit groups, which is subject to change at the discretion of RAP's Director in Charge (DIC).

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

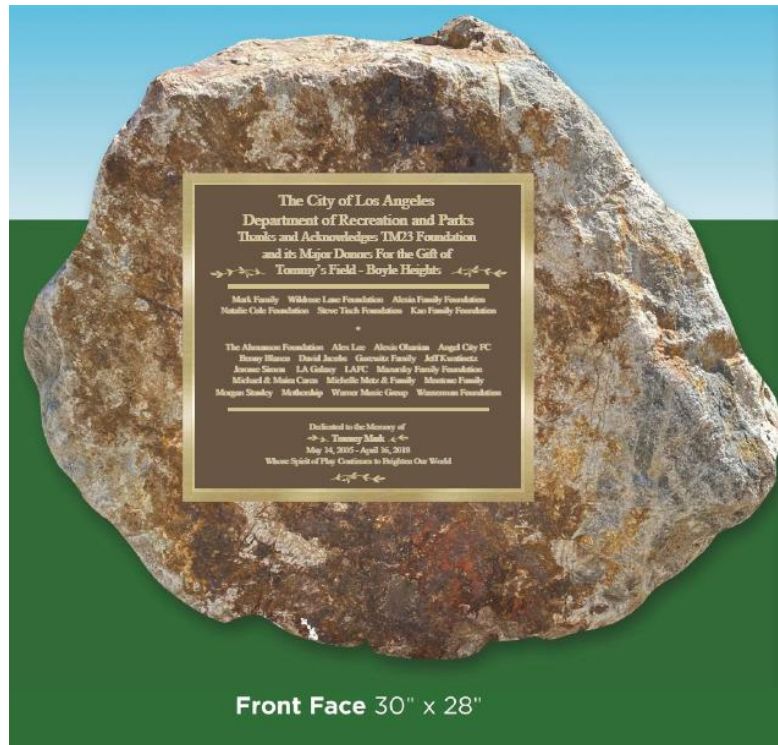
B. TM23 Foundation Annual Events and Activities, subject to a RAP-issued (at no charge to TM23) Facility Use Permit under an event-by-event basis.

- 1. Tommy Mark Memorial Event:** An annual event on the day of Tommy Mark's passing (April 17th) to honor his memory.
 - Inaugural East Park Field Event – Date to be Determined, 2026 (5:00 pm to 9:00 pm), subject to coordination with the East Park DIC.
 - Second Annual Event Day – Saturday, April 17, 2027 (4-hour period between 8 am and 6:00 pm, subject to coordination with the PARK's DIC).
 - Third Annual Event Day – Saturday, April 15, 2028 (4-hour period between 8 am and 6:00 pm, subject to coordination with the PARK's DIC.)
 - Subsequent April 17th related 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.

Sample Facility Sign: "Tommy's Field – Boyle Heights"



“Tommy’s Field – Boyle Heights” Donor Recognition Signage



Donors Listed:

- Mark Family
- Wildrose Lane Foundation
- Alesia Family Foundation
- Natalie Cole Foundation
- Steve Tisch Foundation
- Kao Family Foundation
- Jerome Simon
- The Ahmanson Foundation
- Beast Philanthropy
- Michael and Maira Caren
- Warner Music Group/BFF SJF
- Alexis Ohanian
- Jeff Kwatinetz
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- Angel City FC
- LA Galaxy
- Wasserman Foundation
- Mazursky Family Foundation
- David Jacobs
- Michelle Metz & Family
- Montone Family
- Morgan Stanley
- Benny Blanco
- Gurewitz Family
- Alex Lee
- Mothership

Message:

The City of Los Angeles Department of Recreation and Parks
Thanks and Acknowledges TM23 Foundation
and its Major Donors for the Gift of
Tommy’s Field – Boyle Heights.

Dedicated to the Memory of
Tommy Mark
May 14, 2005 – April 16, 2018
Whose Spirit of Play continues to Brighten Our World

APPROVED

Attachment 4

June 23, 2025

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 25-108

DATE June 23, 2025

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: 6TH STREET PARK, ARTS, AND RIVER CONNECTIVITY (PARC) PROJECT – CONCEPTUAL APPROVAL OF THE NAMING OF THE PARC SOCCER FIELD, INSTALLATION OF A FACILITY SIGN REFLECTING THE PROPOSED NAME, AND INSTALLATION OF PROPOSED DONOR RECOGNITION SIGNAGE AT THE FIELD

* B. Aguirre	<u>BA</u>	M. Rudnick	_____
C. Stoneham	_____	C. Santo Domingo	_____
B. Jones	_____	N. Williams	_____



 General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Conceptually approve the naming of the soccer field at the PARC Project (Field) as “Tommy’s Field – Boyle Heights” in accordance with the RAP Naming Policy and the installation of a facility sign reflecting said name, subject to the Board’s final approval at a later date;
2. Conceptually approve the installation of proposed recognition signage in accordance with the RAP Sponsorship Recognition Policy, as depicted by the sample signage renderings included in Attachment 1 of this Report (collectively, “Recognition”), subject to the Board’s final approval at a later date, of the proposed final signage renderings which will include the names of the actual donors who have and/or will contribute to the development of the Field as part of the PARC Project; and
3. Authorize RAP staff to make technical corrections in order to carry out the intent of the Board in approving this Report.

SUMMARY

The 6th Street Viaduct Park, Arts, and River Connectivity Project (PARC Project) is a park development project currently underway in the City Council’s 14th District (CD14), under the oversight and management of the Department of Public Works, Bureau of Engineering (BOE), which was previously considered and approved by the Board. As illustrated by the Conceptual Project Rendering included with this Report as Attachment 2, the PARC Project encompasses three areas: the “East Park” on the Boyle Heights side of the 6th Street Bridge (Bridge), which will

BOARD REPORT

PG. 2 NO. 25-108

include various active and passive recreational amenities and features; the “Arts & River Gateway” located directly below the Viaduct at Santa Fe Avenue and Mesquit Street in the Arts District, which will include an arts plaza with performance areas with terrace seating, as well as a garden; and the “West Park” located at 6th and Mateo Streets, which will include a rain garden, lay and performance lawns, a dog park, café and restrooms, and fitness equipment area.

The focus of this Report is the soccer field at the PARC Project (Field) being constructed directly underneath the Bridge within the East Park portion of the PARC Project. The Department of Recreation and Parks (RAP) does not currently have any jurisdiction over the PARC Project or the underlying properties. As discussed at previous Board meetings where various aspects of the PARC Project were considered, the BOE is currently responsible for the construction and delivery of the completed PARC Project. RAP will assume responsibility over the East Park portion through a comprehensive memorandum of understanding (MOU) stipulating the terms and conditions for the operation and maintenance of East Park by RAP; this MOU will be presented to the Board of Recreation and Park Commissioners (Board) for approval at a future meeting.

The TM23 Foundation (TM23) is a 501(c)(3) public benefit California non-profit corporation with a mission to develop and support initiatives that inspire children and young adults to play, pursue their dreams, be themselves, and have a positive impact on their community. TM23 was created by Doug and Nikki Mark in honor of their deceased son Tommy, who passed away in his sleep one month shy of his thirteenth birthday due to unknown causes. Previously, TM23 funded the development of “Tommy’s Field” at Westwood Recreation Center in 2020 through an agreement with RAP and the Los Angeles Parks Foundation (LAPF) stipulating the terms and conditions for the use of a \$1.2 million dollar donation from TM23 to RAP through the LAPF (Report Nos. 20-001 and 21-174). A second “Tommy’s Field” opened in 2023 at Vista Del Mar School in West Los Angeles. TM23 has again offered to support RAP, City of Los Angeles youth, and the Boyle Heights community, through a donation to the BOE in an amount up to \$1.5 million dollars (Donation) specified for use towards the completion of the East Park Field as the third “Tommy’s Field” in the City of Los Angeles.

Through a CD14-sponsored Council Motion (CF 24-0874), the BOE has been authorized to accept the donation from TM23 to fund the East Park Field in honor of Tommy Mark. The BOE, through its Board of Public Works, will accept the Donation through a gift agreement between the BOE and TM23, which will specify that the funds be used only towards the construction of the Field. In appreciation of TM23’s generous Donation, RAP has agreed to coordinate with the BOE regarding the naming of the Field as “Tommy’s Field – Boyle Heights”, the installation of a facility sign reflecting said name, and installation of the Recognition described herein once approved by the Board, in the form similar to that which is illustrated by the sample renderings included in Attachment 1 of this Report.

Staff will return to the Board at a later date for final approval of the naming of the Field, the installation of a facility sign reflecting said name, and the installation of Recognition including the names of the actual donors who have provided donations to TM23 in support of the Field’s completion. At such time, Staff will also request the following:

BOARD REPORT

PG. 3 NO. 25-108

- The Board's authorization to allow the BOE to install the approved Recognition at a designated location approved by RAP within the vicinity of the Field, in appreciation and recognition of the monetary contributions received by TM23 from various donors; and
- The Board's approval of an agreement with TM23 specifying the terms and conditions for the naming of the Field, installation of the Recognition, and schedule of Field use between RAP and TM23.

The immediate request – for the conceptual approvals described herein – will facilitate BOE staff's planning for the installation of related signage and further coordination with TM23 for the acceptance of the Donation, and also facilitate TM23's continuing fundraising efforts by demonstrating that such efforts are supported by the Board.

Staff recommends the conceptual approval of the naming of the Field as "Tommy's Field – Boyle Heights" and installation of the facility sign and sample Recognition included with this Report with the understanding that the such naming and installation are subject to the Board's final approval at a later date.

ENVIRONMENTAL IMPACT

The proposed Board action involves the conceptual approval of the naming of a City-owned soccer field and the installation of a facility sign and related sponsor recognition, which are all subject to the final approval of the Board at a later date; RAP staff will address the implications for the California Environmental Quality Act (CEQA) when the Board considers final approval of the such naming and installations.

FISCAL IMPACT

There is no fiscal impact to the RAP General Fund arising from the Board's conceptual approval of the naming of the Field, the installation of a facility sign reflecting said name, and the installation of the Recognition described herein, which are all subject to the final approval of the Board at a later date.

This Report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Section.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Proposed Recognition
- 2) Conceptual PARC Project Rendering

Field Recognition

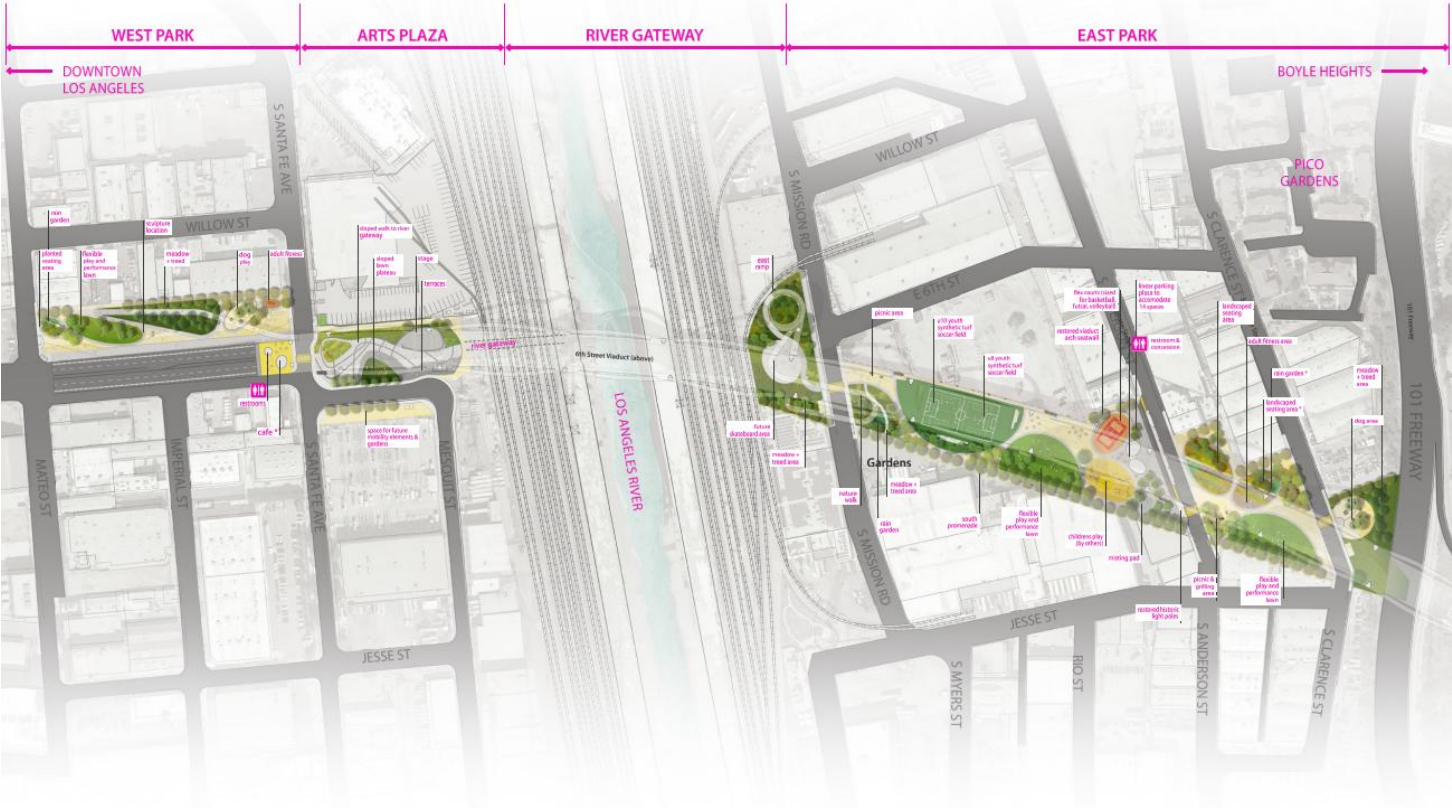
Sample Facility Sign: "Tommy's Field – Boyle Heights"



Donor Recognition Plaque Sample Mock-Up East Park Tommy's Field – Boyle Heights

 <p>SOUTHERN CALIFORNIA BRONZE COMPANY <i>Since 1927</i></p>	<p>Al Sterling, Nat. Projects Mngr. 949-305-0488 E: al@socalbronze.com C: 949-616-4617</p> <p>Corporate Offices - 337 W. Cerritos Ave., Glendale, CA 91204 P: 818-550-9132 Masters of Metal, Plastic, Glass & Wood for Dedication, Memorialization, Donor Recognition</p>																			
																				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Proc. & Mat.</td> <td>Cast Bronze</td> </tr> <tr> <td>Plaque Size</td> <td>10.5" x 18.5" x .125" THK</td> </tr> <tr> <td>Border Style</td> <td>Single Line per artwork</td> </tr> <tr> <td>Background</td> <td>Leatherlike</td> </tr> <tr> <td>Mount Color</td> <td>Painted Dark Gold</td> </tr> <tr> <td>Fastening Method</td> <td>Round satin screws, brass washers</td> </tr> <tr> <td>Mounting Type</td> <td>Base & Stud - Round Mt. (hardware supplied)</td> </tr> <tr> <td>Clearcoat</td> <td>Exterior High-Durability Clear coat</td> </tr> <tr> <td>Notes</td> <td></td> </tr> </table>	Proc. & Mat.	Cast Bronze	Plaque Size	10.5" x 18.5" x .125" THK	Border Style	Single Line per artwork	Background	Leatherlike	Mount Color	Painted Dark Gold	Fastening Method	Round satin screws, brass washers	Mounting Type	Base & Stud - Round Mt. (hardware supplied)	Clearcoat	Exterior High-Durability Clear coat	Notes		
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Clearcoat	Exterior High-Durability Clear coat																			
Notes																				
<p>CLIENT CONTACT INFORMATION</p> <p>Nikki Mark 323-829-8300 nikfreemark@gmail.com</p> <p>REFERENCE GRAPHICS</p> 	<p>Ver# Date Drawing L.A.fm3.ded.tmx.major.donors_v1_08.19.24</p> <p>v01 08.19.24 PRELIMINARY DRAWING only. Per client supplied information</p> <p>v02 08.22.24</p> <p>v03 08.22.24</p>	<p>THIS DRAWING NOT APPROVED FOR PRODUCTION</p> <p><input type="checkbox"/> IF BOX HAS "RED X"..... THIS ARTPROOF INCLUDES A SCULPTED ELEMENTS AND THERE WILL BE TWO PROOFS, 1ST PROOF FOR LAYOUT AND 2ND PROOF FOR SCULPTING.</p> <p>CLIENT APPROVAL BELOW. MUST BE READ, SIGNED & DATED FOR APPROVAL.</p> <p>I HAVE REVIEWED THIS ARTWORK AND THE DOCUMENT SPECIFICATIONS, INCLUDING ALL PROVIDED DOCUMENTS AND SAMPLE MATERIALS. PRIOR TO MY SIGNING AND DATING THE APPROVAL, I WILL REVIEW/EXECUTE ITEMS (1, 2, 3 and 4):</p> <p>1 REVIEW TEXT AND GRAPHICS FOR GRAMMAR 2 AGAIN REVIEW ALL SPECIFICATIONS, ASK DRILLING AND POSITIONING ATTENTION 3 SICAL BRONZE IF YOU DON'T UNDERSTAND. 4 APPROVING THIS ARTWORK FOR RELEASE TO PRODUCTION. 5 Email to: al@socalbronze.com</p>																		
	 <p>FRONT FACE 20" X 41.5"</p>																			

PARC Project and Field Conceptual Rendering



Site Plan ↑

6th Street PARC
Council District 14 - Council member Kevin de León
Project of the Bureau of Engineering for Recreation and Parks

Hargreaves Jones



SYNTHETIC SOCCER FIELD