

APPROVED

JUN 17 2021

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 21-114

DATE June 17, 2021

C.D. 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ROBERT F. KENNEDY INSPIRATION PARK – STANDBLILL USE AGREEMENT WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT FOR THE USE, OPERATION AND MAINTENANCE OF THE PARK; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) OF CITY CEQA GUIDELINES [RENEWAL OF A LICENSE TO USE AN EXISTING FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] AND ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

AP Diaz _____ * M. Rudnick MR
H. Fujita _____ C. Santo Domingo _____
J. Kim _____ N. Williams _____



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed twelve (12) month Standstill Use Agreement (Agreement) between the Department of Recreation and Parks (RAP) and the Los Angeles Unified School District (LAUSD) for the operation and maintenance of Robert F. Kennedy Inspiration Park located on a portion of LAUSD property commonly known as Robert F. Kennedy Community Schools, aka Central Area Los Angeles New Learning Area No. 1, at 3400 Wilshire Boulevard, attached hereto as Attachment 1 (Agreement), subject to appropriate approvals;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Agreement to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals;
4. Determine that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 14 [Renewal of a license to use an existing facility involving negligible or no expansion of use] of City CEQA Guidelines as well as to Article 19, Section 15301 of California CEQA Guidelines and direct staff to file a Notice of Exemption(NOE) with the Los Angeles County Clerk;

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5. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and,
6. Authorize RAP Staff to make technical corrections to carry out the intent of this Report.

SUMMARY

On October 6, 2010, the Board approved a ten (10) year use agreement between RAP and LAUSD for RAP's use, maintenance and operation of a new park, Robert F. Kennedy Inspiration Park, located at Robert F. Kennedy Community Schools (Report No. 10-266). Said agreement for the maintenance and operation of the Robert F. Kennedy Inspiration Park ("Park") was executed on December 8, 2010.

The Park is a one-third of an acre pocket park measuring 194 feet in length and 48 feet in depth. The Park area is 15,480 square feet with landscaping elements consisting of a small palm grove, and canopy shade trees. Additionally, the park contains concrete seating areas, walkways, bike racks, a decorative water fountain with a bronze sculpture, art features in honor and memory of Robert F. Kennedy, permeable surfaces, and a utility building which houses electrical systems, water fountain controls, and security systems which serve the adjacent school campus. There are no fields, courts, playgrounds or other active recreational amenities, and the Park is not fenced or gated.

Under the previous 10-year use agreement attached to this Report as Attachment 2, which expired on December 7, 2020 (Original Agreement), which was approved through Report No. 10-266 (Attachment 3), RAP was responsible for the operation of the Park, but the maintenance responsibilities were shared between RAP and LAUSD. RAP was obligated to maintain the majority of the Park including the hardscape areas, landscaping, and utility building at a cost of approximately \$36,000.00 annually. LAUSD was responsible for the maintenance and upkeep of the RFK related artwork, pylon water fountain with the bronze sculpture, the two audio benches, and the methane mitigation pole.

RAP has continued to operate and maintain the Park for the benefit of the community while discussing the Original Agreement and arrangements for the future of the Park with LAUSD. It is undetermined at this point whether RAP will have the necessary staff and funding resources available in the future to continue operating and maintaining the Park over a second long-term arrangement. LAUSD in turn is uncertain at this point of what it would do with the Park and property should RAP no longer be able to oversee the operation and maintenance of the Park.

The purpose and intent of the proposed 12-month Agreement is to allow for the continued use, operation and maintenance of the Park between RAP and LAUSD for a maximum term of one

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year, with a right by either party to terminate the Agreement upon ninety (90) days notice, while the parties either negotiate a new long-term agreement or make arrangements for the Park's closure and relinquishment of control of the property back to LAUSD. Under the proposed Agreement, RAP and LAUSD agree that the terms and conditions of the expired 10-year use agreement shall be deemed to be in effect as of December 8, 2020, and shall continue to be observed by the parties for the term of the Agreement.

ENVIRONMENTAL IMPACT

The proposed Project consists of the renewal of a license to use an existing facility involving negligible or no expansion of use. As such, staff recommends that the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 14, of City CEQA Guidelines as well as to Article 19, Section 15301 of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT

RAP will continue to use the existing maintenance budget for supplies and staff salaries for the continued maintenance of the Park during the term of the proposed Agreement.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 6: Build financial strength and innovative collaborations

to help expand and improve L.A. City parks and programs

Outcome No. 2: Improved management of facilities

Result: Continued public access and utilization of the Park

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

ATTACHMENTS

- 1) Proposed 12-month Agreement
- 2) Expired 10-year use agreement
- 3) Report No. 10-266

**STANDSTILL USE AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
LOS ANGELES UNIFIED SCHOOL DISTRICT
FOR THE USE OF THE PARK LOCATED AT ROBERT F. KENNEDY COMMUNITY
SCHOOLS**

This STANDSTILL USE AGREEMENT (“**Agreement**”) is made and entered into on _____, 2021 by and between the **CITY OF LOS ANGELES**, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“**CITY**”), and the **LOS ANGELES UNIFIED SCHOOL DISTRICT**, a school district duly formed and existing under the laws of the State of California (“**LAUSD**”). **CITY** and **LAUSD** may be referred to herein individually as “**PARTY**”, or collectively as “**PARTIES**.**”**

WITNESSETH:

WHEREAS, PARTIES entered into that certain Use Agreement between the **CITY** and **LAUSD** for the **CITY**’s use, maintenance and operation of the Robert F. Kennedy Inspiration Park (“**Park**”) fully executed on December 8, 2010 (“**Original Agreement**”) for a Term of ten (10) years;

WHEREAS, the Original Agreement expired as of December 7, 2020 and the PARTIES have indicated they need additional time to determine the future use of the Park and the respective responsibilities of the PARTIES in connection thereto;

WHEREAS, the PARTIES do not wish the operations and services of Park to be interrupted or disturbed and intend the **CITY** to continue to use the Park under this Standstill Use Agreement while the PARTIES continue the process of negotiating and completing a succeeding agreement to the Original Agreement.

NOW, therefore, in consideration of the foregoing premises and the promises and covenants contained herein, the adequacy of consideration of which is hereby acknowledged, the PARTIES agree as follows:

1. Terms of Standstill Agreement. The PARTIES agree that, with the execution of this Agreement, during the period beginning December 8, 2020 to December 7, 2021 (the “Standstill Period”), the **CITY** will not be considered in a holdover status, and that all provisions of the Original Agreement by operation of this Agreement will be applicable during the Standstill Period, except as otherwise indicated in this Agreement.

2. Termination of Agreement. PARTIES agree that this Agreement will terminate at the end of the Standstill Period, provided that either PARTY may terminate this Agreement prior to the expiration of the Standstill Period by providing the other Party ninety (90) day prior written notice of its intention to terminate this Agreement.

3. Conflict. In the event of a conflict between the Original Agreement and this Agreement, the terms and conditions of this Agreement shall supersede.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. To facilitate execution hereof, this Agreement may be executed by handwritten signing or by electronically transmitted facsimile or email of such signing, either of which shall create a validly executed document, in as many counterparts as may be required.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on the date set forth below.

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

By: _____

Name: Sylvia Patsaouras
Title: President

LOS ANGELES UNIFIED SCHOOL DISTRICT,
a school district duly organized and existing under the
laws of the State of California

By: _____

Name: Albert J. Grazioli, Jr.
Title: Asset Development Director

APPROVED AS TO FORM

By: _____

Name: Michael N. Feuer
Title: City Attorney
Date: _____

USE AGREEMENT BETWEEN
LOS ANGELES UNIFIED SCHOOL DISTRICT
AND
THE CITY OF LOS ANGELES
FOR THE USE OF THE PARK LOCATED AT
ROBERT F. KENNEDY COMMUNITY SCHOOLS
(CENTRAL LOS ANGELES LEARNING CENTER NO. 1)

FOR: Robert F. Kennedy Inspiration Park
3400 Wilshire Boulevard
Los Angeles, CA 90010

This USE AGREEMENT ("AGREEMENT") is made and entered into this 8th day of December, 2010, by and between The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners ("CITY") and the Los Angeles Unified School District, a school District, acting by and through its Board of Education ("LAUSD").

W I T N E S S E T H:

WHEREAS, LAUSD owns certain real property currently known as Robert F. Kennedy Community Schools (Central Los Angeles Learning Center No. 1) ("SCHOOL"), as depicted by the site plan attached hereto and incorporated herein as Exhibit A ("SCHOOL SITE PLAN"); and

WHEREAS, a one-third acre portion on the northwest corner of the SCHOOL property located at the Wilshire Boulevard frontage along the northern perimeter of the SCHOOL property has been designed and developed by LAUSD, in cooperation with the City, as a public park named "Robert F. Kennedy Inspiration Park" ("PARK"), as depicted by the site plan attached hereto and incorporated herein as Exhibit B ("PARK SITE PLAN"); and

WHEREAS, LAUSD's instructional activities at the SCHOOL will not require exclusive use of the PARK; and

WHEREAS, CITY and LAUSD agreed, upon completion of the PARK, to share the use of the PARK, subject to and on the terms and provisions set forth herein; and

WHEREAS, CITY has agreed to use certain funds and resources to operate and maintain the PARK, with the intention that PARK shall be available for use by the general public at specified times, as more particularly set forth herein; and

WHEREAS, LAUSD has matched the CITY's programming contribution with funding from Measures "K", "R" and "Y" Joint Use bond funds in the amount of \$1,000,000 to develop the PARK; and

WHEREAS, LAUSD has recently completed development of the PARK.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and the performance thereof, the parties hereto mutually agree as follows:

1. PURPOSE

The purpose of this AGREEMENT is to set forth the terms and conditions for the use and maintenance of the PARK at the SCHOOL. The community and CITY expressed a strong interest in having a park at the SCHOOL because the area surrounding the SCHOOL is a dense residential and commercial area with limited green space. CITY agreed to use its funding sources to provide operations and maintenance of the PARK as a match to the funds contributed by LAUSD to develop the PARK.

2. TERM

The term of this AGREEMENT ("TERM") shall commence on the date of the full execution of this Agreement ("COMMENCEMENT DATE") and shall expire ten (10) years after the COMMENCEMENT DATE. Upon expiration of the Term, CITY and LAUSD shall have no further rights or obligations under this Agreement and CITY shall have no further rights to use the PARK. However, CITY and LAUSD may in good faith negotiate the continued or shared use of the PARK, subject to an amendment to this AGREEMENT or execution of a subsequent agreement.

3. USE OF THE PARK

(a) Use of the PARK. LAUSD agrees that it shall make the PARK available to CITY and CITY agrees that it shall operate the PARK and make the PARK available to the general public for passive recreational enjoyment such as, but not limited to, sitting in the PARK to read, eat, or relax, or view the artwork. The PARK does not contain any features such as baseball field, play apparatus, wading pool, or grassed areas for soccer or other sport, for active recreational enjoyment by the general public.

(b) Prohibited Uses. CITY shall not conduct nor permit any activity or event other than normal park use to occur in the PARK when the SCHOOL is operating and providing educational instruction to students without prior written request to LAUSD. LAUSD shall have not less than ten (10) LAUSD working days prior to any such event or activity to approve or disapprove the request, which may be withheld or conditioned in LAUSD's sole discretion. CITY shall not otherwise allow the PARK to be used; (i) for any activity that would not qualify for the issuance of a Civic Center Permit by LAUSD. The foregoing sentence shall not be construed or interpreted as LAUSD's consent to the use of the PARK for those uses for which a

Civic Center Permit can be issued; (ii) except as required by law, for any commercial activity or other activity involving the sale, purchase or barter of goods or services; or (iii) in a manner that will increase the risk of injury or death to any person or damage or destruction of property. The PARK shall not be used for filming or other public service messages or photography without advance written permission of LAUSD. Any such use shall be in accordance with current LAUSD policies and procedures. LAUSD shall be the sole beneficiary of any funds generated. CITY shall not permit or allow the following activities to occur at the PARK without first obtaining appropriate permits and advance written permission from LAUSD: swap meets, farmer's markets, live performances, carnivals, festivals, fireworks shows and/or the discharge of explosives. CITY and LAUSD agree that CITY shall not collect any funds for PARK usage, tours, or other special events at the PARK.

(c) Use Periods.

(i) CITY's Use Period. On a year round basis, seven (7) days a week, CITY shall make the PARK available for use by the general public from 7:00 a.m. to 9:00 p.m. (PST or PDT). Notwithstanding the foregoing, CITY may temporarily close the PARK for cleaning, maintenance, or emergencies.

(ii) CITY's Closed Period. On a year round basis, seven (7) days a week, CITY shall close the PARK for use by the general public from 9:00 p.m. to 7:00 a.m. (PST or PDT). CITY shall be responsible for securing or undertaking those activities that it typically performs in closing a park operated by the CITY.

4. OPERATION AND MAINTENANCE

(a) LAUSD. LAUSD, at its sole cost and expense, shall be responsible for the maintenance of the art owned by LAUSD and located in the PARK ("Art Work") as identified in Exhibit C ("Identification of Art Work") and the Typical Methane mitigation vent pole as identified in item 10 of Exhibit B ("Park & Site Plan"). LAUSD shall maintain the Art Work and Methane mitigation vent pole in a good condition subject to reasonable wear and tear and weathering of the Art Work and Methane mitigation vent pole. Notwithstanding the foregoing, LAUSD shall have the right to remove (at LAUSD's cost and expense) any piece of the Art Work that LAUSD considers unsafe, harmful or hazardous to the general public. LAUSD shall insure the Art Work against theft and casualty.

(b) CITY. CITY, at its sole cost and expense, shall be responsible for the operation and maintenance of the PARK and all improvements, features, infrastructure and systems of the PARK, excluding the Art Work and Methane mitigation vent pole, in a clean, sanitary and safe condition in accordance with CITY's standards and policies for parks owned and/or operated by CITY. CITY shall regularly visually inspect the PARK and pick up trash and dispose of debris, and remediate graffiti so the PARK is an enhancement to the community and general public. CITY's operation and maintenance responsibility shall apply to the PARK in its entirety (excluding the Art Work and Methane mitigation vent pole), such as, but not limited to the following items in the PARK:

(i) Historic Items. The term "Historic Items" shall include the pylon, pylon walls, gate pylons, gate pylon light fixtures, historic signs, plaster reliefs, pylon mast, and pylon fountain, more accurately described or depicted in Exhibit B. CITY shall maintain and repair the Historic Items in a good and safe condition, and protect the Historic Items from damage and destruction whenever CITY is performing or causing to be performed operations and maintenance work near the Historic Items, or portions thereof. If the Historic Items, or portion thereof, are considered to be unsafe, harmful or hazardous to the general public or an Act of God occurs rendering the Historic Items unsafe, harmful or hazardous to the general public, CITY shall take those measures reasonable to secure the item for the safety of the general public; provided, that, CITY may remove and store (at CITY's cost and expense) said item until LAUSD agrees upon the disposition of the removed item; provided, further, that CITY shall replace the removed item with an item acceptable to LAUSD.

As an example, and not as a limitation, assume equipment in the pump room for the pylon water fountain requires replacement. CITY may temporarily stop the pylon water fountain while replacing the equipment.

(ii) Trees & Landscaping. CITY shall maintain the trees, landscaping and hard surfaces of the PARK in accordance with the recommendations of LAUSD's landscape architects and engineers. LAUSD discloses that there are portions of the PARK that is compacted dirt and gravel (D&G) surface areas for pedestrian access, and CITY agrees that the D&G shall be smoothed and compacted to provide a safe walking surface as reasonably possible. CITY shall regularly inspect the PARK for any diseased or damaged tree and any portion of the landscaping that has deteriorated or become unsafe. CITY shall secure any diseased or damaged tree or the area around said the tree, or portion of unsafe landscaping for the safety of the general public. CITY shall remove said diseased or damaged tree and shall replace the removed tree or landscaping with the same specie of tree or a tree acceptable to LAUSD. In regards to any unsafe portion of the landscaping, CITY shall remove the unsafe portion of landscaping and replace the removed portion of landscaping to its previous configuration and condition or if changes to the landscaping are reasonable to minimize the unsafe condition from repeating, CITY and LAUSD shall mutually agree upon the replacement landscaping.

As an example, and not as a limitation, assume there is a leak in underground water lines creating a soft, mushy portion of the landscaping. CITY shall secure the area from access by the general public. CITY shall repair the leaking water lines and restore the landscaping.

(iii) Utility Building. CITY shall operate and maintain the Utility Building located in the Park. The Utility Building contains many of the utility and power boxes for the PARK and houses the fire life safety alarm system for the SCHOOL. Notwithstanding the foregoing, CITY shall provide LAUSD with a key to the Utility Building in the PARK to access, operate and maintain the fire life safety alarm system for the SCHOOL. Notwithstanding Section 15 Indemnifications, the CITY shall be liable for any injuries, loss or damages (collectively, "Claims") arising from LAUSD's access, operation or maintenance of the fire life

safety alarm system for the SCHOOL in the Utility Building (a) only if such Claims arise from or are related to CITY's gross negligence, willful misconduct or breach of this Agreement; and (b) only in the proportion that CITY's gross negligence, willful misconduct or breach of this Agreement bears to the total Claims.

(iv) Access, Security. LAUSD discloses that the PARK does not have any fence or gates to restrict the general public's access to the PARK, and the PARK does not have any security camera or other system in place. CITY shall be responsible for all security for the PARK, if any. LAUSD discloses that there is a gate between the SCHOOL and the PARK ("School Gate"). The School Gate shall be used solely by LAUSD and LAUSD shall be responsible for the supervision, security and maintenance of the School Gate. CITY shall not receive keys to the School Gate.

(v) Lighting. LAUSD has installed the lighting for the PARK and the power source for the lighting. CITY shall be responsible to control and set the lighting for the PARK and repair and replace PARK lighting with the same or similar materials acceptable to LAUSD. LAUSD will be responsible and will maintain security lighting on SCHOOL site.

(vi) Street Parking. CITY, acting through its Office of the Mayor, shall cause the Department of Transportation to remove one parking meter for one (1) parking space on Wilshire Boulevard Street and such parking space shall be designated for service truck parking for CITY, LAUSD, or the utility provider on a first come first use basis.

(vii) Trash Receptacles. CITY shall place any trash receptacles in the PARK in locations that are not directly visible from Wilshire Boulevard. CITY shall use reasonable effort to use trash receptacles in size and color complimentary to the PARK and surrounding community.

(viii) Pest Management. CITY shall regularly perform pest management to minimize pests, vermin and other nuisances for the PARK in accordance with LAUSD's integrated pest management policy. CITY shall coordinate with LAUSD its pest management for the PARK to occur simultaneously or in close time proximity with LAUSD's pest management application at the SCHOOL to maximize the effectiveness of the pest management. CITY may request LAUSD to provide the pest management for the PARK and LAUSD may agree to provide pest management services for the PARK so long as CITY and LAUSD enter into an agreement for such service and the compensation for the provision of such service.

(c) Signage; Advertisement. LAUSD, at its cost and expense, shall provide all signage for the PARK including any accessory equipment to post such signage. CITY shall not post any advertisement in the PARK and shall not permit any party to post advertisement in the PARK.

(d) Annual Maintenance Report. No later than sixty (60) days after June 30th of each year of the Term of this Agreement, CITY shall prepare and deliver to LAUSD a proposed maintenance report, including budget, of all scheduled maintenance projects for and proposed

repairs to the PARK for the current fiscal year. LAUSD shall have a period of thirty (30) days after receipt of CITY's proposed maintenance report to review and approve.

(e) Name of PARK. CITY and LAUSD shall agree upon any change of the name of the PARK in a written instrument executed by the parties.

5. INTENTIONALLY OMITTED

6. HAZARDOUS MATERIALS

(a) Definitions. As used in this Agreement, the following definitions shall apply: "Environmental Laws" shall mean all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or environmental evaluations of potential school sites or educational facilities, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, the Clean Water Act, 33 U.S.C. § 1251, *et seq.*, the Hazardous Substance Account Act, California Health and Safety Code § 25300, *et seq.*, the Hazardous Waste Control Law, California Health and Safety Code § 25100, *et seq.*, the Medical Waste Management Act, California Health and Safety Code § 25015, *et seq.*, and the Porter-Cologne Water Quality Control Act, California Water Code § 13000, *et seq.*, California Education Code § 17210, *et seq.*, and California Code of Regulations, Title 5 § 14010, *et seq.* "Hazardous Materials" shall mean any substance or material that is described as a toxic or hazardous substance, explosive material, radioactive substance, waste or material or a pollutant or contaminant or infectious waste, or words of similar import, in any of the Environmental Laws, and includes, but is not limited to, asbestos, petroleum or petroleum products (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity. "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, including continuing migration, of Hazardous Materials into or through soil, air, surface water or groundwater.

(b) CITY Covenants. CITY covenants that it shall not (i) transport, use, store, maintain, generate, manufacture, or handle, nor permit to be transported, used, stored, maintained, generated, manufactured, or handled, any Hazardous Materials over, beneath, in or upon the PARK except in a manner consistent with the normal and customary maintenance and operation of typical CITY facilities and with all applicable Environmental Laws or (ii) cause, nor permit to be caused, the Release of any Hazardous Materials over, beneath, in or upon the PARK except in a manner consistent with the normal and customary maintenance and operation of typical CITY facilities and with all applicable Environmental Laws. CITY shall keep and maintain the PARK in compliance with, and not cause or permit the PARK to be in violation of,

any applicable Environmental Laws. In the event a Release of Hazardous Materials over, beneath, in or upon the PARK occurs, CITY shall immediately give written notice of such Release to LAUSD.

(c) Hazardous Materials Claims. Each party shall immediately advise the other party in writing of: (i) any notices received by such party (whether such notices are from the Environmental Protection Agency, or any other federal, state or local governmental agency or regional office thereof) of the violation or potential violation of any applicable Environmental Laws occurring on or about the PARK, (ii) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any Environmental Laws, (iii) all claims made or threatened by any third party against any party or the PARK relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i), (ii) and (iii) above are hereinafter referred to as "Hazardous Materials Claims") and (iv) any party's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the PARK that could have a reasonable likelihood to cause the PARK or any part thereof to be subject to any Hazardous Materials Claims. LAUSD shall have the right but not the obligation to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims.

(d) Indemnity by CITY. CITY shall be responsible for, and shall indemnify, protect, defend (with counsel reasonably acceptable to LAUSD) and hold harmless the LAUSD Parties (as hereinafter defined), together with all LAUSD officers, directors, board members, employees, and agents, from and against, any and all claims, demands, lawsuits, losses, damages, obligations, liabilities, fines, penalties, actions, causes of action, charges, judgments, costs and/or expenses (including all reasonable architects' and attorneys' fees and court costs) (collectively, "Losses") of any nature whatsoever, directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, transportation, maintenance, manufacturing, handling or presence of Hazardous Materials in, on, under or derived from the PARK in violation of applicable law including, without limitation: (i) claims of third parties (including governmental agencies) for injury or death to any person or for damage or destruction of any property, (ii) claims for response costs, clean-up costs, costs and expenses of removal and restoration, including fees of attorneys' and experts, and costs of determining the existence of Hazardous Materials and reporting same to any governmental agency, (iii) any and all other claims for expenses or obligations, including reasonable attorneys' fees, costs, and other expenses, (iv) any and all penalties threatened, sought or imposed on account of a violation of any Environmental Law, and (v) all reasonable fees of any consultants, attorneys and engineering firms retained in connection with monitoring the Hazardous Materials; provided, however, that the foregoing indemnity shall not cover any Losses to the extent arising from the active negligence or willful misconduct of LAUSD or arising from any Hazardous Materials existing at the PARK before the Commencement Date.

(e) Removal of Hazardous Materials. Subject to LAUSD's indemnification obligations as provided in Section 6(d), CITY, at its sole cost and expense, shall promptly, with due care, in a safe manner and in accordance with all applicable laws, detain the spread of,

ameliorate and remove from the PARK or migrating from the PARK any Hazardous Materials contamination located in, on or beneath the PARK in violation of applicable law and shall monitor or cause to be monitored the levels of Hazardous Materials in, on, under or derived from the PARK or in the ground water in accordance with the terms and procedures required by any federal, state or local governmental agency having jurisdiction including, without limitation, any Regional Water Quality Control Board, the DTSC and the Environmental Protection Agency. Such clean-up and removal work shall be subject to LAUSD's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by LAUSD. If CITY shall fail to comply with the provisions of this Section within thirty (30) days after written notice by LAUSD, or such shorter time as may be required by applicable law or in order to minimize any hazard to persons or property, LAUSD may (but shall not be obligated to) arrange for such compliance directly or as CITY's agent through contractors or other parties selected by LAUSD, at CITY's expense (without limiting LAUSD's other remedies under this Agreement or applicable law), and LAUSD shall have access to the Premises in connection therewith.

7. UTILITIES

(a) LAUSD has installed a separate meter to track electricity consumption for the PARK. CITY shall pay LAUSD in full for such all amounts and/or service allocated to such separate meter within sixty (60) days of CITY's receipt of LAUSD's invoice.

(b) LAUSD has installed a separate meter to track irrigation water consumption and a separate meter for potable water consumption. CITY shall pay in full for such amounts and/or service allocated to such separate meter within sixty (60) days of CITY's receipt of LAUSD's invoice.

(c) CITY acknowledges that there are no separate meters for utilities related to sewer usage and, therefore, CITY agrees to pay its proportionate share of the sewer utility for the PARK, which proration shall be based on the hours of 7:00 a.m. to 9:00 p.m. (PST or PDT). CITY shall pay its proportionate share of the sewer utility within sixty (60) days of its receipt of an invoice from LAUSD.

(d) CITY shall have the right to inspect the past invoices for each utility as sent by the provider to LAUSD during business hours upon three (3) business days written notice to LAUSD.

8. DAMAGE AND DESTRUCTION

(a) CITY's Obligation. Any damage or destruction to or of the PARK (excluding the Art Work and Methane mitigation vent pole) including, but not limited to the Historic Items, shall be repaired or replaced by CITY, at its sole cost and expense, consistent with LAUSD standards and the plans and specifications for the PARK.

(b) LAUSD's Obligation. Any damage or destruction to or of the Art Work and Methane mitigation vent pole shall be repaired or replaced by LAUSD, at its sole cost and expense, consistent with LAUSD standards and the plans and specifications for said Art Work.

9. WARRANTIES

(a) LAUSD's Warranties: As an inducement to CITY to enter into this Agreement, LAUSD represents, warrants, and covenants as follows:

(i) That it is a duly organized and existing school district under the laws of the State of California;

(ii) That it has the power and authority to carry on its function as a school district, to enter this Agreement (subject to LAUSD obtaining the approval of the Board of Education, if required, and any other required governmental approvals), and to consummate the transaction herein contemplated;

(iii) Subject to LAUSD obtaining the approval of the Board of Education, if required, and any other required governmental approvals, that all actions to be taken by or on behalf of LAUSD to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement; and

(iv) Subject to LAUSD obtaining the approval of the Board of Education, if required, and any other required governmental approvals, that this Agreement is a valid and binding obligation of LAUSD, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, in court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(b) CITY's Warranties: As an inducement to LAUSD to enter into this Agreement, the CITY represents, warrants, and covenants as follows:

(i) That it is a municipal corporation, duly organized and validly existing and in good standing under the laws of the State of California;

(ii) That it has the power and authority to carry on its function as a CITY, to enter into this Agreement, and to consummate the transaction herein contemplated;

(iii) That all actions to be taken by or on behalf of the CITY to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement; and

(iv) That this Agreement is a valid and binding obligation of the CITY, enforceable in accordance with its terms except as the same may be affected by subsequent

changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

10. MEETING

CITY and LAUSD shall meet annually during the fiscal year to confer and evaluate the operation and maintenance of the PARK by CITY, the maintenance of the Art Work and Methane mitigation vent pole by LAUSD, agree upon the adequacy of the operational and maintenance responsibilities, and make such adjustments as they mutually deem reasonably necessary.

11. NO RIGHTS TO SCHOOL

Notwithstanding any reference in this Agreement to the SCHOOL and/or the underlying real property for said SCHOOL, nothing in this Agreement is intended to give CITY any rights to use the facilities and real property of the SCHOOL, as depicted on Exhibit A, which are not identified as part of the PARK, as depicted on Exhibit B.

12. CONSIDERATION

CITY and LAUSD agree that the consideration provided for this Agreement are the terms, conditions, covenants and promises contained herein to be performed and observed by the respective parties. No rent for the use of any of the PARK described herein shall be payable by either party to the other party, except as expressly provided for herein.

13. NO TRANSFER

CITY shall not assign, sublease or otherwise transfer its interests in this Agreement to any third party without the prior written consent of LAUSD, in its sole and absolute discretion.

14. INSURANCE

(a) LAUSD's Insurance. LAUSD shall maintain insurance for the Art Work in the form attached hereto as Exhibit D (Art Work Insurance) or similar coverage at all times following the Commencement Date, and continuing thereafter throughout the Term.

(b) CITY's Insurance. CITY shall maintain the following coverages in the following amounts at all times following the Commencement Date, and continuing thereafter throughout the Term:

(i) Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage arising from or related to the PARK (regardless of whether the use of the PARK was by CITY or authorized by CITY), or from assumed liabilities or use of the PARK, including a Commercial General Liability endorsement covering the insuring provisions of this Agreement and the performance by CITY of the

indemnity agreements set forth in this Agreement, for limits of liability not less than: (i) Bodily Injury and Property Damage Liability - \$3,000,000 each occurrence and \$3,000,000 annual aggregate, and (ii) Personal Injury Liability - \$3,000,000 each occurrence and \$3,000,000 annual aggregate.

(ii) Physical Damage Insurance covering the PARK (but excluding the Art Work and Methane mitigation vent pole), the Historic Items, the improvements and additions in and thereto, and the personal property of CITY located on the PARK and/or the SCHOOL. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the guaranteed replacement cost value new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include a vandalism and malicious mischief endorsement.

(iii) The limits of policies of insurance required of CITY under this Agreement shall in no event limit the liability of CITY under this Agreement. Such insurance shall: (i) name LAUSD as an additional insured; (ii) specifically cover the liability assumed by CITY under this Agreement, including, but not limited to, CITY's obligations under this Agreement; (iii) if procured from an insurance provider, said insurance shall be issued by a company having a rating of not less than A.M. Best A-, VII or which is otherwise acceptable by LAUSD and said company is licensed to do business in the State of California; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by LAUSD is excess and is non-contributing with any insurance requirement of CITY; (v) provide that said insurance shall not be canceled or materially reduced unless thirty (30) days' prior written notice shall have been given to LAUSD; and (vi) contain a cross-liability endorsement or severability of interest clause acceptable to LAUSD. CITY shall deliver said policy or policies or certificates thereof to LAUSD before the Commencement Date.

(iv) CITY hereby waives any right that it may have against LAUSD on account of any loss or damage to the property required to be insured by CITY pursuant to this Section to the extent such loss or damage is insured under property damage insurance policies carried by CITY (or would have been covered had CITY maintained such insurance as so required under this Agreement).

(v) Notwithstanding the foregoing provisions of this paragraph to the contrary, CITY shall have the right to maintain the insurance required of this paragraph through a program composed of any combination of self insurance, risk retention, commercial insurance, risk transfer, and/or risk pooling authorized by California law. CITY shall provide a self-insurance letter to LAUSD documenting such program.

15. INDEMNIFICATIONS

CITY shall indemnify, defend, protect and hold harmless LAUSD and its board of education, officers, agents, employees and independent contractors (collectively, the "LAUSD Parties") from and against any and all loss, cost, damage, expense, claims and liability (including damage and destruction to the PARK), including, court costs and reasonable attorneys' fees

(collectively, "Claims"), to the extent incurred in connection with or arising from the use of the PARK. Notwithstanding the foregoing to the contrary, the terms of the foregoing indemnity shall not apply to any Claims resulting from the active negligence or willful misconduct of LAUSD or the LAUSD Parties.

Pursuant to California Government Code section 895.4, each party hereto indemnifies and holds harmless the other party, its respective board, as applicable, council, as applicable, officers, agents, employees and independent contractors from and against all Claims imposed by law upon such other party that result from, or are caused by, any negligent or wrongful act or omission occurring in the performance of this Agreement by the indemnifying party or its officers, directors, agents, employees, contractors, invitees, guests and licensees.

In the event that third-party loss is attributable to the negligence or wrongful act or omission of both parties, the ultimate financial responsibility of each party shall be proportionate to its percentage of fault as determined by mutual agreement between the parties or by a court of competent jurisdiction. The provisions of California Civil Code section 2778 regarding interpretation of indemnity agreements are made a part hereof as if fully set forth herein.

Notwithstanding anything herein to the contrary, in no event shall the parties be liable to each other for any consequential damages sustained by the other party.

The provisions of this Section 15 shall survive the expiration or sooner termination of this Agreement with respect to any Claims occurring prior to such expiration or termination.

16. DEFAULTS

Any failure by either party hereto to observe and perform any provision of this Agreement to be observed or performed by that party within sixty (60) days after notice thereof has been provided to the non-observing party by the other party, or if performance is not possible within said period, any failure of the non-observing party to commence performance within said period and to diligently prosecute such performance to completion, shall constitute a default and breach of this Agreement by the non-observing party. In the event of any default and breach by either party under this Agreement, the non-observing party shall be liable to the other party for monetary damages incurred by said party in connection with said breach and default.

Notwithstanding anything in the foregoing to the contrary, in the event of a failure by the CITY to perform a given obligation hereunder more than three (3) times in any calendar year or the failure to perform one or more given obligations hereunder and such failure to perform continues without cure by CITY in any calendar year, in addition to any other rights or remedies it may have at law, in equity, or otherwise, LAUSD shall thereafter have the right to (i) perform any covenant or condition constituting the default that the CITY has failed to perform, in which event all reasonable and actual costs incurred by LAUSD in so performing shall immediately be reimbursed to LAUSD by the CITY, (ii) terminate this Agreement, (iii) commence charging the CITY a fee for the use of the PARK; and/or (iv) suspend the availability of the PARK to the general public and CITY until CITY reimburses LAUSD for any costs or expenses incurred to perform any covenant or condition that was to be performed by CITY and CITY has provided

assurances acceptable to LAUSD that CITY will perform under the terms and conditions of this Agreement. Notwithstanding any suspension of the availability of the PARK to the general public, LAUSD shall have the right to terminate this Agreement at any time during the suspension upon delivery of written notice to CITY.

17. NOTICES

Any party delivering notice or requesting information from the other shall send such notice or request as indicated below:

LAUSD:

Asset Management Branch
Los Angeles Unified School District
333 S. Beaudry Ave, 23rd Floor
Los Angeles, California 90071
Attn: Director of Leasing and Space Utilization
Phone: (213) 241-6785 Fax: (213) 241-6784

With copy to: Office of General Counsel, Facilities Services
Los Angeles Unified School District
333 S. Beaudry Avenue, 23rd Floor
Los Angeles, California 90071
Attn: Michelle Meghrouni, Associate General Counsel
Fax: (213) 241-8386

CITY:

CITY of Los Angeles Department of Recreation and Parks
221 N. Figueroa Street, 1st Floor
Los Angeles, California 90012
Attn: Director of Real Estate and Asset Management
Phone: (213) 202-2608 Fax: (213) 202-2612

With copy to: Board of Recreation and Park Commissioners
221 N. Figueroa Street, 15th Floor
Los Angeles, California 90012
Phone: (213) 202-2640 Fax: (213) 202-2610

18. CALIFORNIA CODE

The provisions of this Agreement constitute an express agreement between LAUSD and CITY with respect to any and all damage to, or destruction of, all or any part of the PARK, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Agreement or any damage or destruction to all or any part of the PARK.

19. ENTIRE AGREEMENT

It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings between the parties hereto with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and the attached exhibits, shall contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the CITY's use and maintenance of the PARK, and shall be considered to be the only agreement between CITY and LAUSD, and their representatives and agents, with respect thereto. None of the terms, covenants, conditions or provisions of this Agreement can be modified, deleted or added to except in writing signed by CITY and LAUSD.

20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached there from without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.

21. DELAYS

Neither of the parties hereto shall be liable to the other party on account of any delay or inability to perform when such delay or inability is due in whole or in part to fire, strikes, labor disturbances, riots, civil disturbances, acts of nature, any present or future law or governmental regulation, or any cause beyond the control of the parties. If any delay is caused by such occurrences, the delayed party shall have the right to extend the time for performance of any act delayed thereby insofar as performance thereof is required.

22. SEVERABILITY

If any term, covenant or condition of this Agreement shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

23. AGREEMENT AMENDMENTS

Following the mutual execution of this Agreement, any amendment, modification or alteration of the parties' understanding as contained in this Agreement shall be made pursuant to a written instrument signed by the parties.

24. EXHIBITS

The parties hereto agree that the following exhibits shall be attached hereto and incorporated into this Agreement:

- EXHIBIT A School Site Plan
- EXHIBIT B Park & Site Plan
- EXHIBIT C Art Work
- EXHIBIT D Art Work Insurance

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth with their respective signatures and this Agreement shall be effective as of the last date set forth below.

Executed this 8th day
of December, 2010

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

By

Jay G. Saks
PRESIDENT

By

Carmen A. Trutanich
SECRETARY

Approved as to Form:

Date: 12-2-10

CARMEN A. TRUTANICH,
City Attorney

By Mark J. Row

Executed this _____ day
of _____, 2010

LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district duly formed and existing under the laws of the State of California

By

Neil Gruber

Name: NEIL GRUBER

Title: DEPUTY CHIEF FACILITIES EXECUTIVE

Date: 11/15/2010

EXHIBIT-A

SCHOOL SITE PLAN

Robert F. Kennedy Community Schools
Robert F. Kennedy Inspiration Park

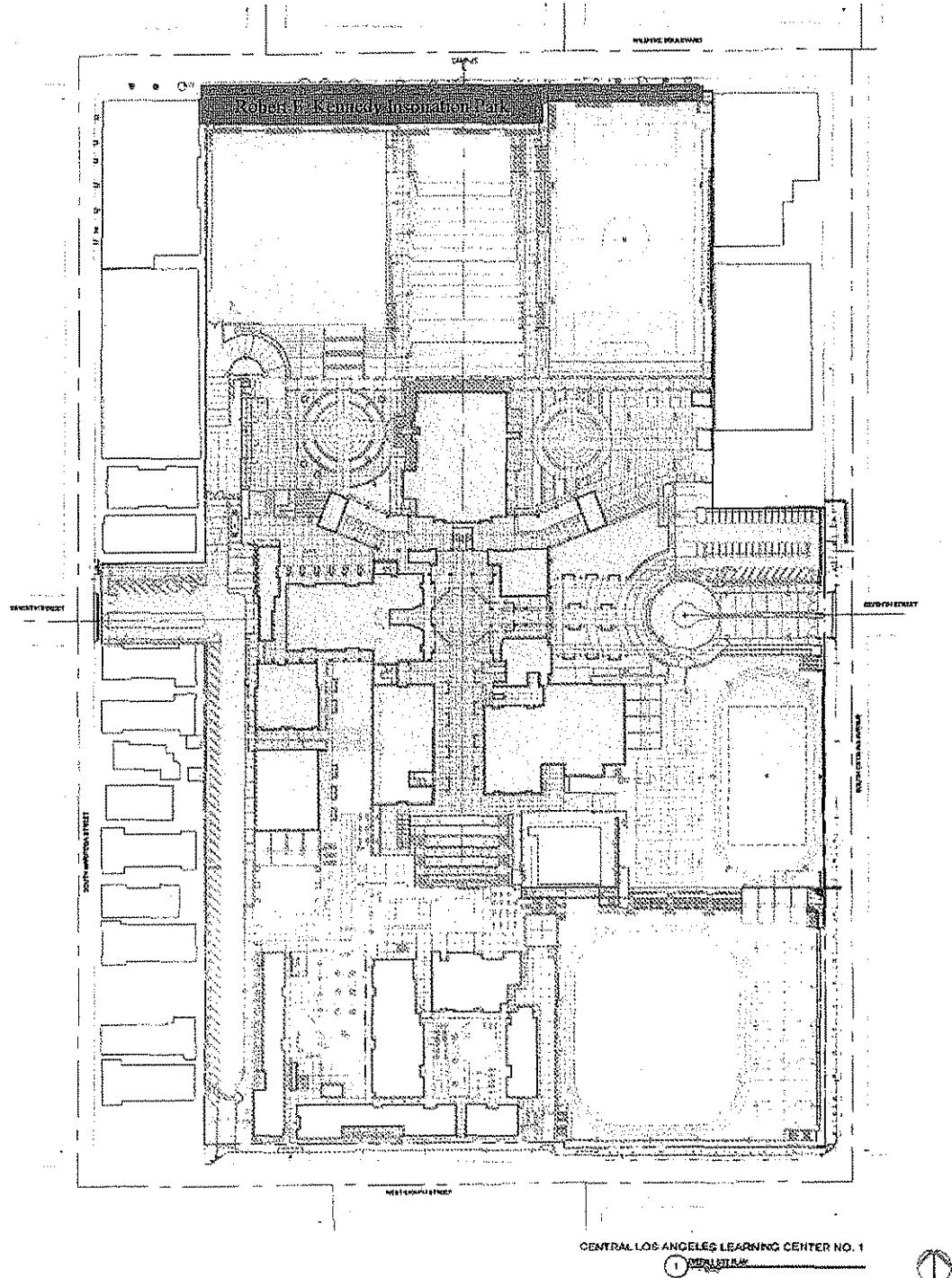


EXHIBIT-B

PARK & SITE PLAN

The PARK is that certain open space area known as the "Robert F. Kennedy Park" located along Wilshire Boulevard, Los Angeles, California, and as depicted on the attached site plan. All features, improvements, infrastructure and systems located in, under, and supporting or providing service for the PARK are considered to be part of the PARK. Some of the notable PARK features, improvements, infrastructure and systems are as follows:

Historic Items:

- 1a. Pylon
- 1b. Pylon wall (2 walls, east and west)
- 1c. Pylon gate (3 gateway piers)
- 1d. Historic light fixture on top of pier (2)
- 1e. Historic lighted sign on top of pier (2)
- 1f. Concrete relief (2 reliefs)
- 1g. Mast on top of Pylon
- 1h. Pylon fountain with bronze sculpture (excluded from Section 4b)

Other Items:

2. Grass Area (2 areas)
3. Metal Park benches (2 groupings)
4. Concrete sitting walls
5. Artist's audio bench (2 locations) (excluded from Section 4b)
6. Utility building including electrical panels
7. Lighting and electrical system: DWP transformer vault
- 7a. Electrical switchgear
- 7b. Typical pole mounted light fixture
- 7c. Typical light fixture bollard
8. Drinking fountain (2 locations)
9. Bike racks
10. Typical Methane mitigation vent poles (excluded from Section 4b)
11. Blue lithocrete floor and Ripple steel wall (excluded from Section 4b)
12. Gold marble/black granite back wall veneer (excluded from Section 4b)

EXHIBIT-B Continued

PARK & SITE PLAN

- 1a. Pylon
 - 1b. Pylon wall (2 walls, east and west)
 - 1c. Pylon gate (3 gateway piers)
 - 1d. Historic light fixture on top of pier (2)
 - 1e. Historic lighted sign on top of pier (2)
 - 1f. Concrete relief (2 reliefs)
 - 1g. Mast on top of Pylon
 - 1h. Pylon fountain with bronze sculpture--(excluded from Section 4b.)
 - 2. Grass Area (2 areas)
 - 3. Metal Park benches (2 groupings)
 - 4. Concrete sitting walls
 - 5. Artist's audio bench (2 locations)--(excluded from Section 4b)
 - 6. Utility building Including electrical panels
 - 7. Lighting and electrical system: DWP transformer vault
 - 7a. Electrical switchgear
 - 7b. Typical pole mounted light fixture
 - 7c. Typical light fixture bollard
 - 8. Drinking fountain (2 locations)
 - 9. Bike racks
 - 10. Typical Methane mitigation vent pole--(excluded from Section 4b.)
 - 11. Blue Lithocrite floor and Ripple steel wall (excluded from Section 4b.)
 - 12. Gold marble/black granite back wall veneer (excluded from Section 4b.)

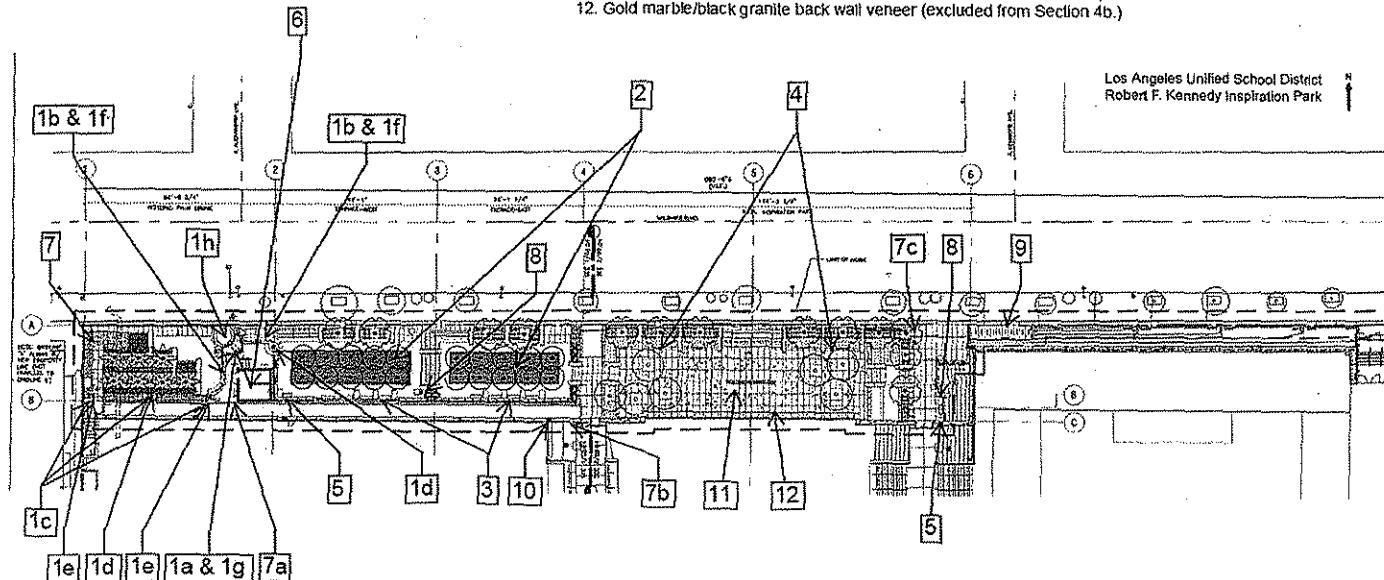
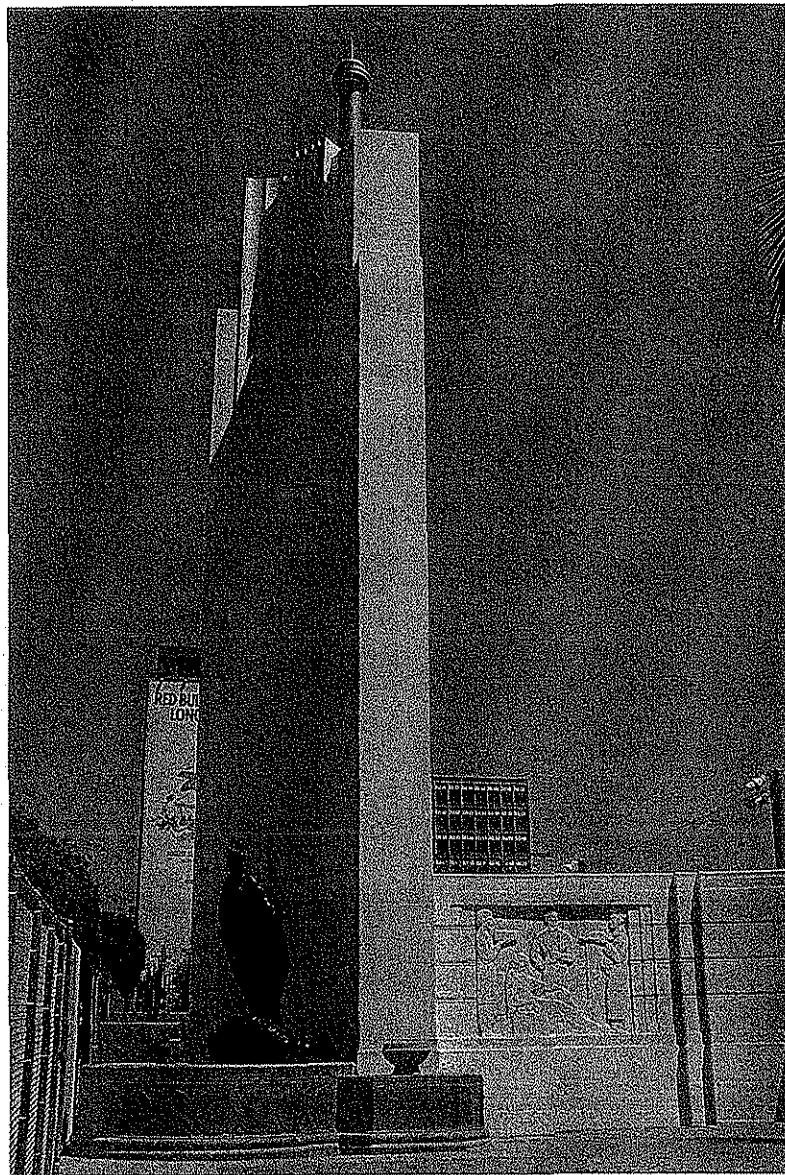


EXHIBIT-B Continued

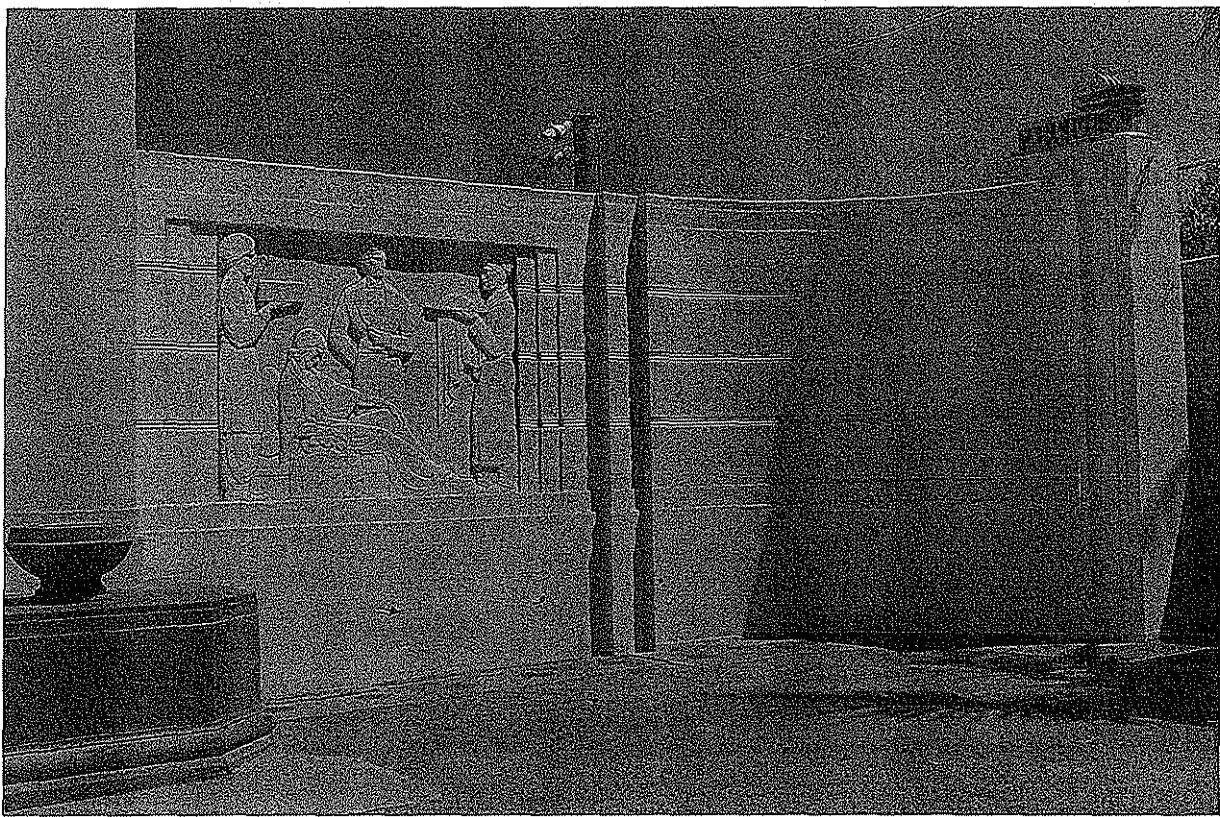
PARK & SITE PLAN supplemental photographs



1a; 1g; Pylon and Mast

EXHIBIT-B Continued

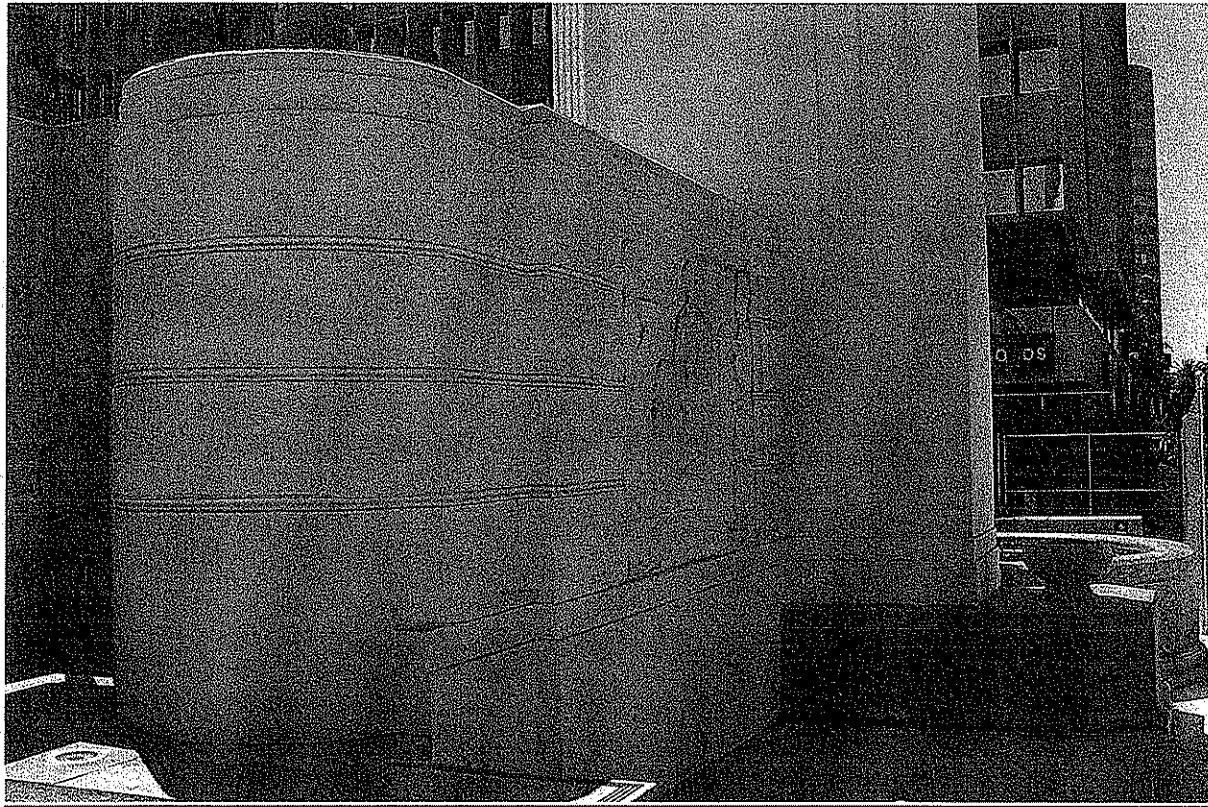
PARK & SITE PLAN supplemental photographs



1b; 1c; 1f; Pylon west wall with concrete relief and eastern gateway pier

EXHIBIT-B Continued

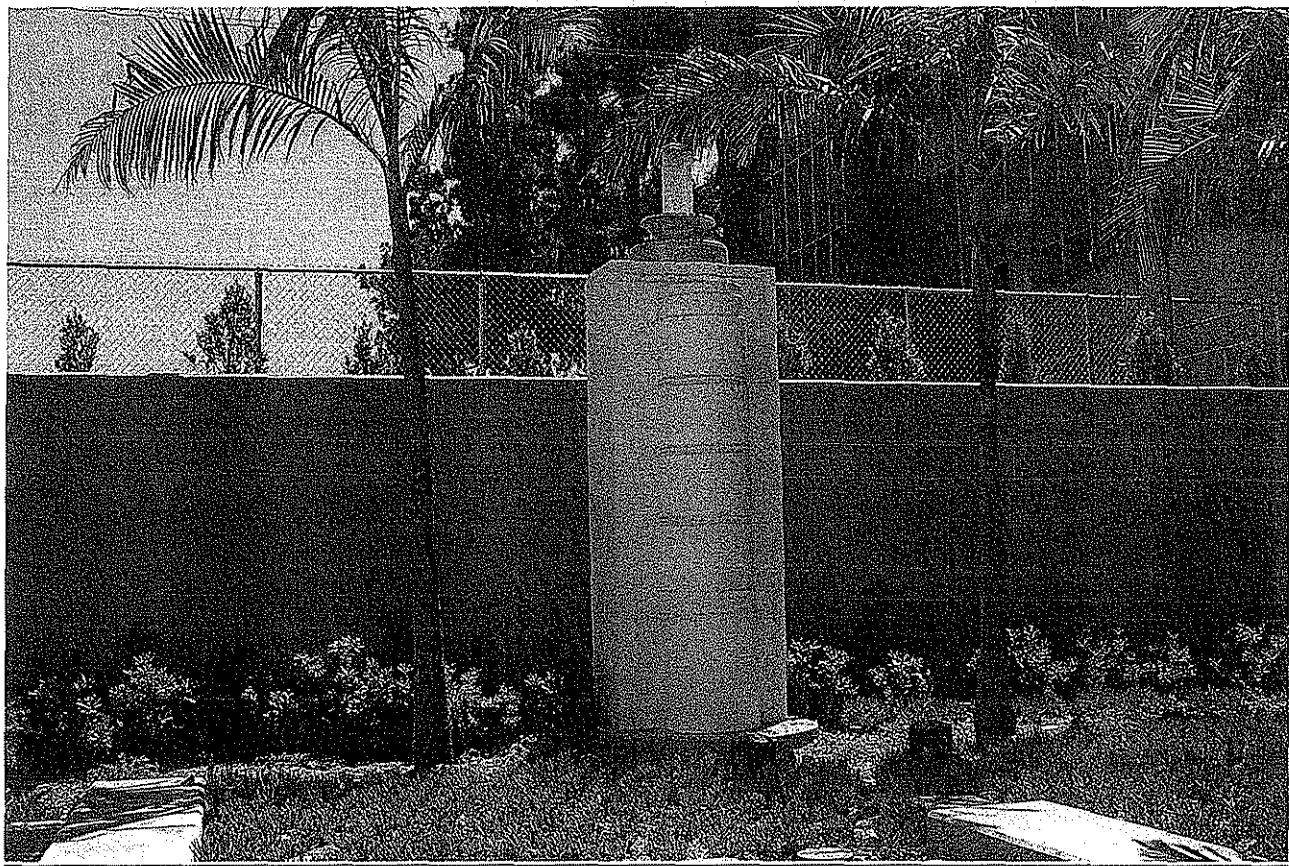
PARK & SITE PLAN supplemental photographs



1b; 1d; 1f; Pylon east wall with concrete relief and historic light fixture

EXHIBIT-B Continued

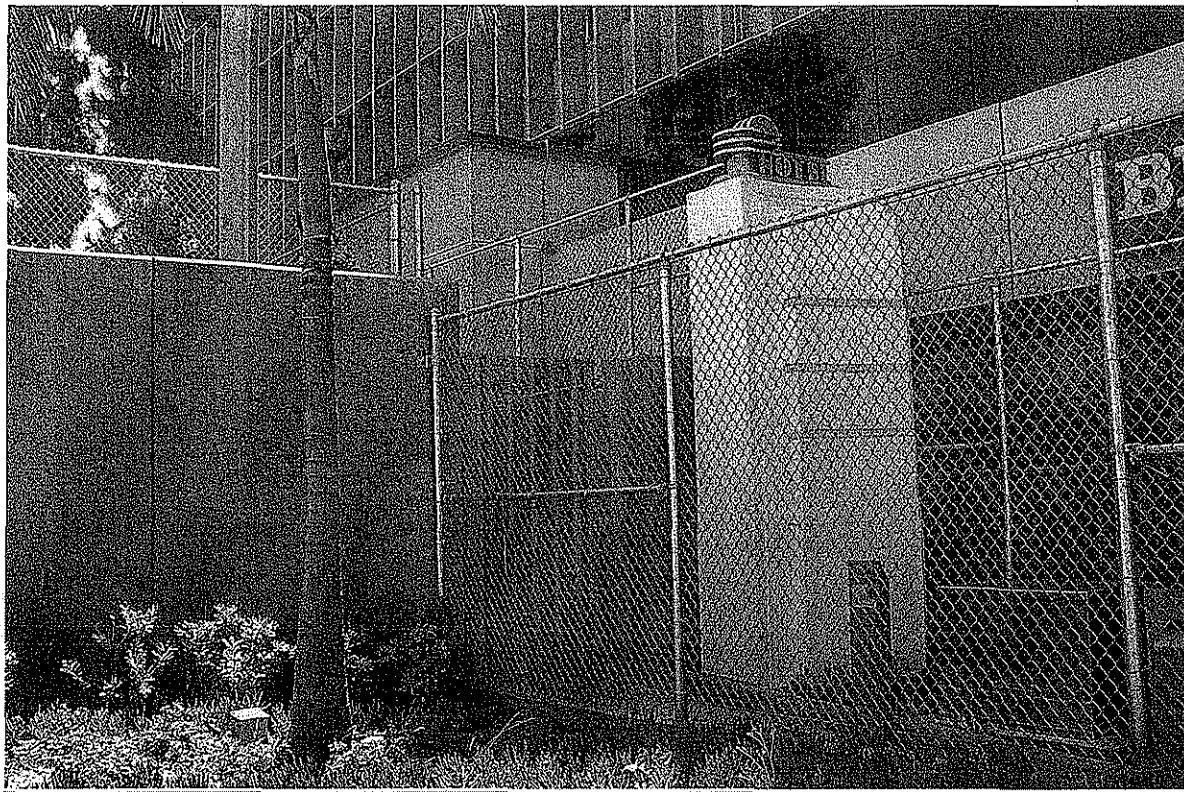
PARK & SITE PLAN supplemental photographs



1c; Center gateway pier

EXHIBIT-B Continued

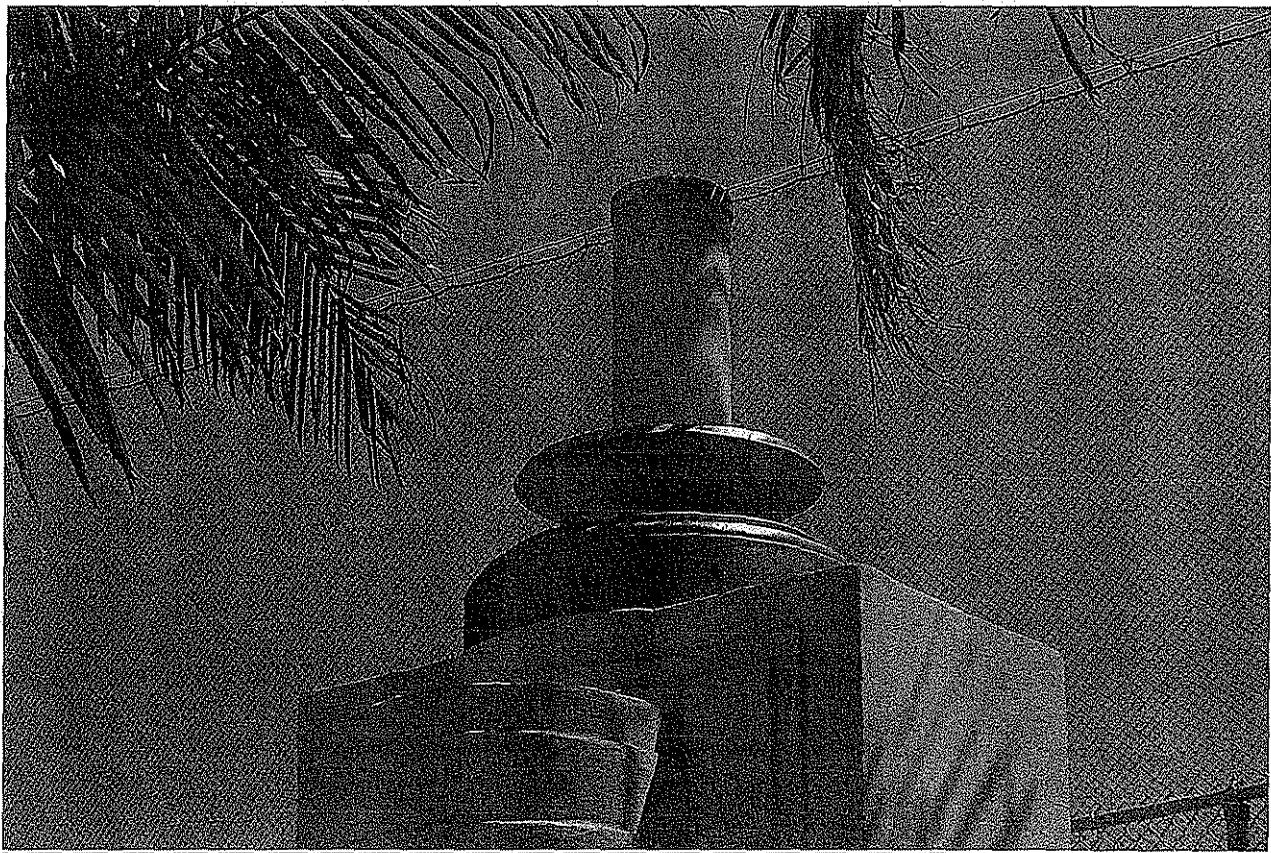
PARK & SITE PLAN supplemental photographs



1c; Western gateway pier

EXHIBIT-B Continued

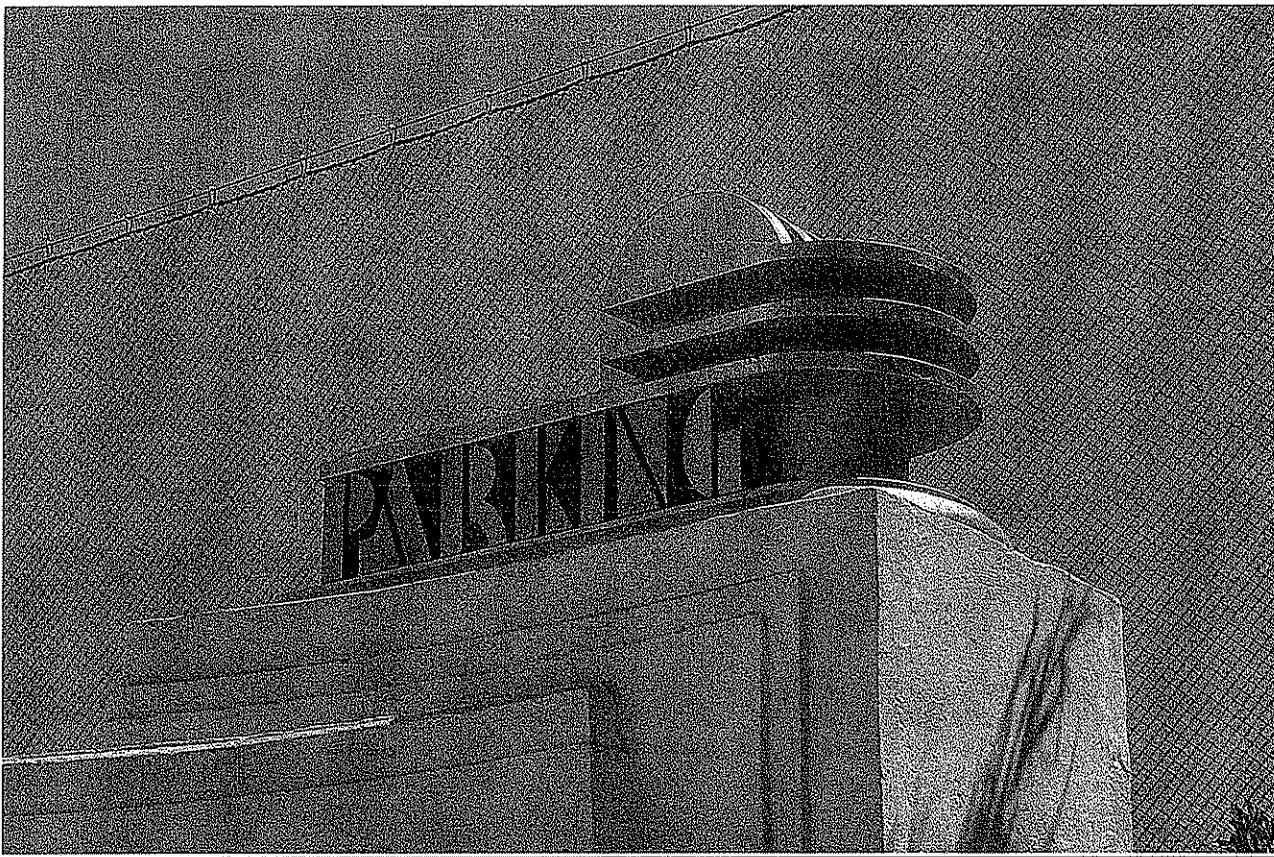
PARK & SITE PLAN supplemental photographs



1d; Historic light fixture on center gateway pier

EXHIBIT-B Continued

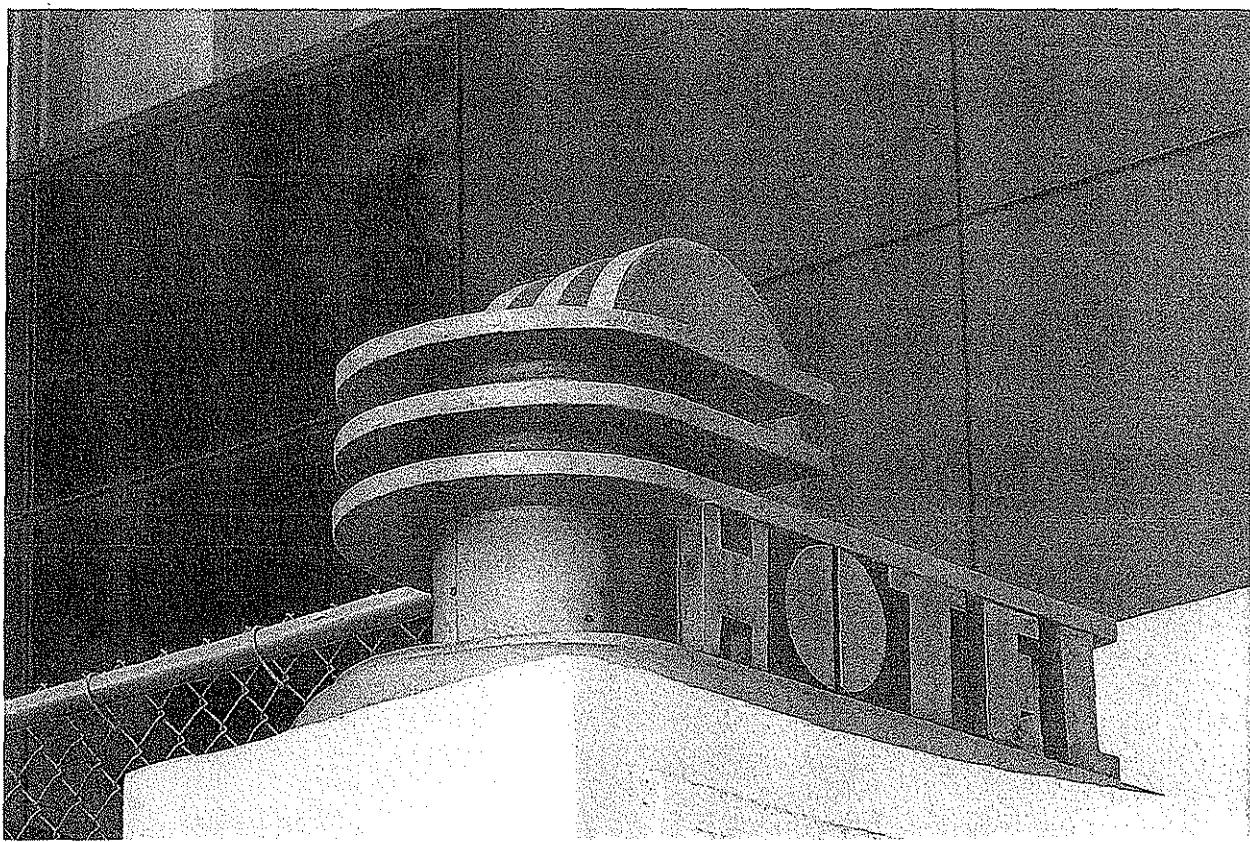
PARK & SITE PLAN supplemental photographs



1e; Historic lighted sign on eastern gateway pier

EXHIBIT-B Continued

PARK & SITE PLAN supplemental photographs



1e; Historic lighted sign on western gateway pier

EXHIBIT-B Continued

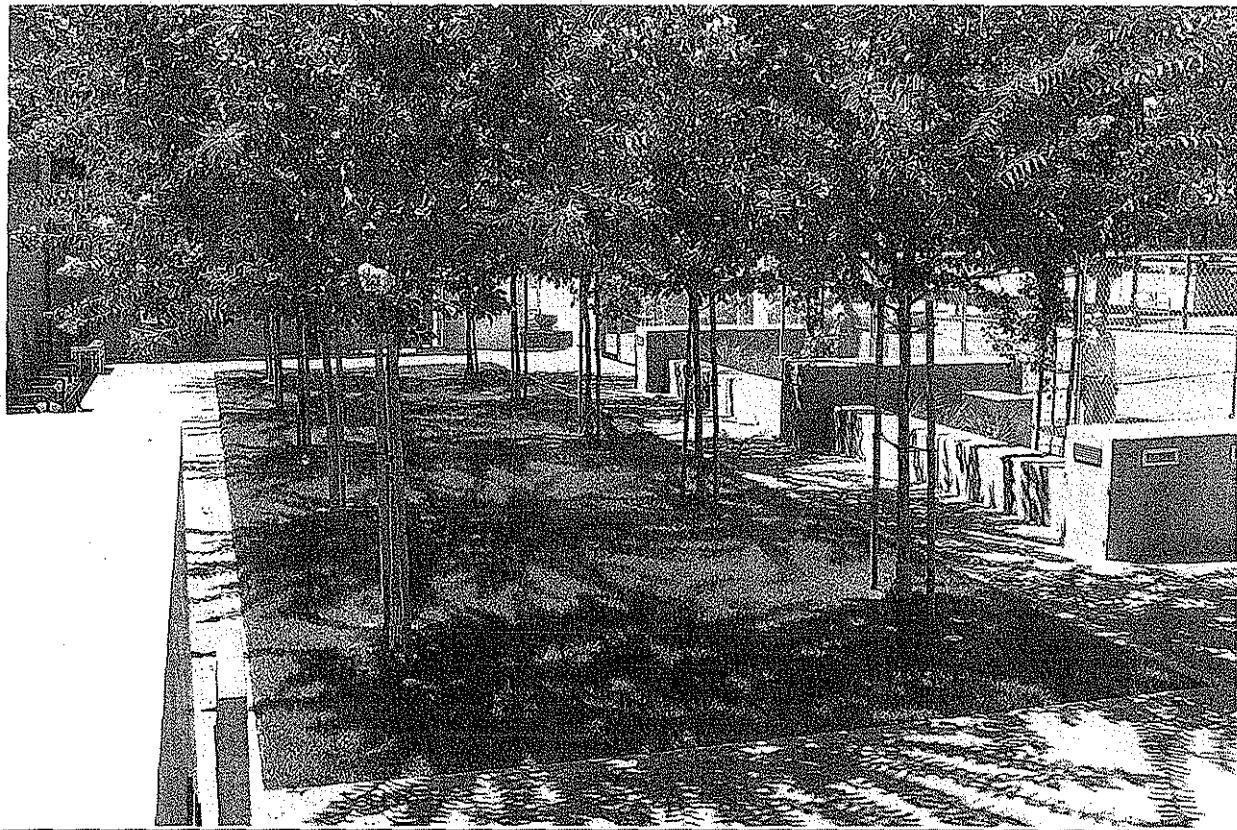
PARK & SITE PLAN supplemental photographs



1h; Pylon fountain with bronze sculpture and vases
(Excluded from Section 4b.)

EXHIBIT-B Continued

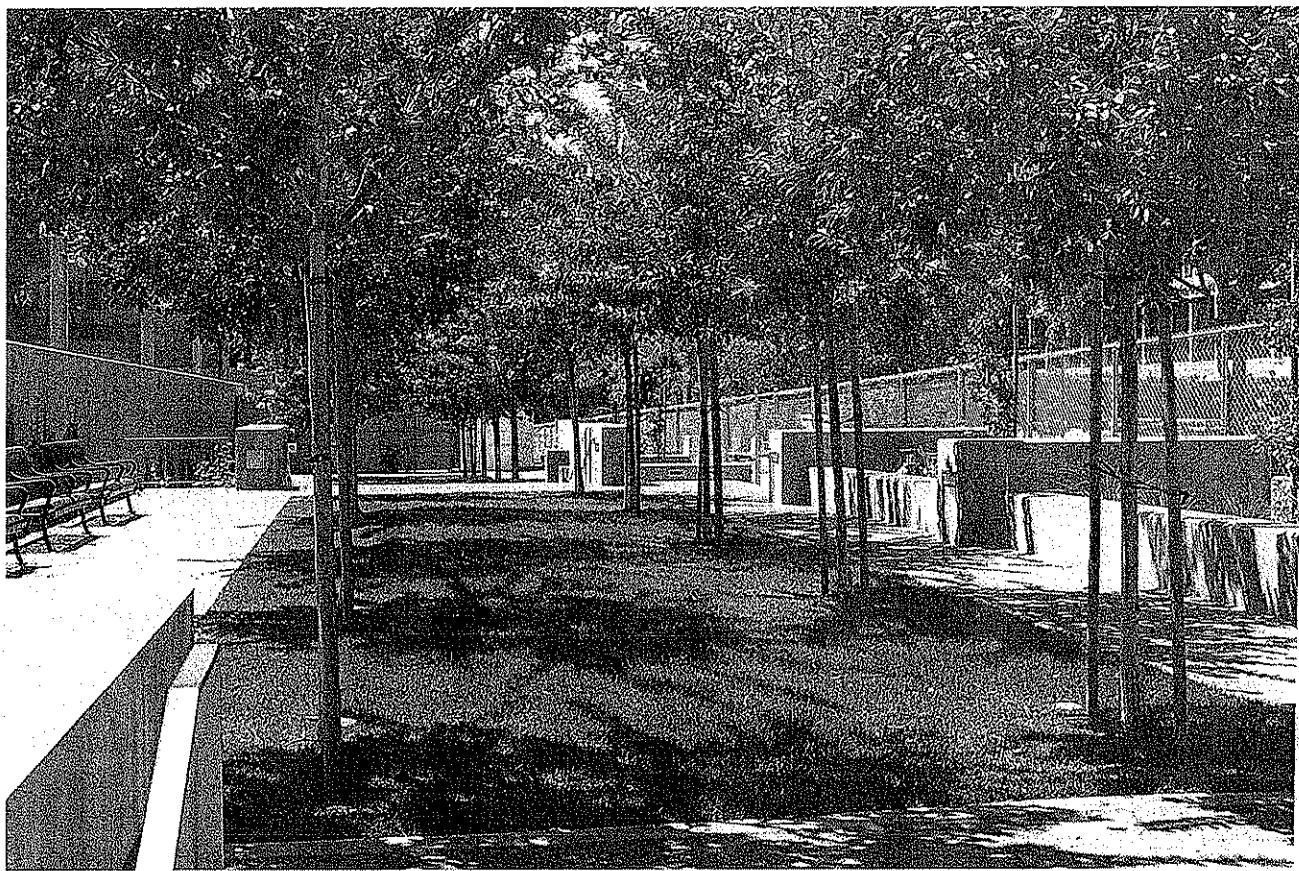
PARK & SITE PLAN supplemental photographs



2; Western grass area

EXHIBIT-B Continued

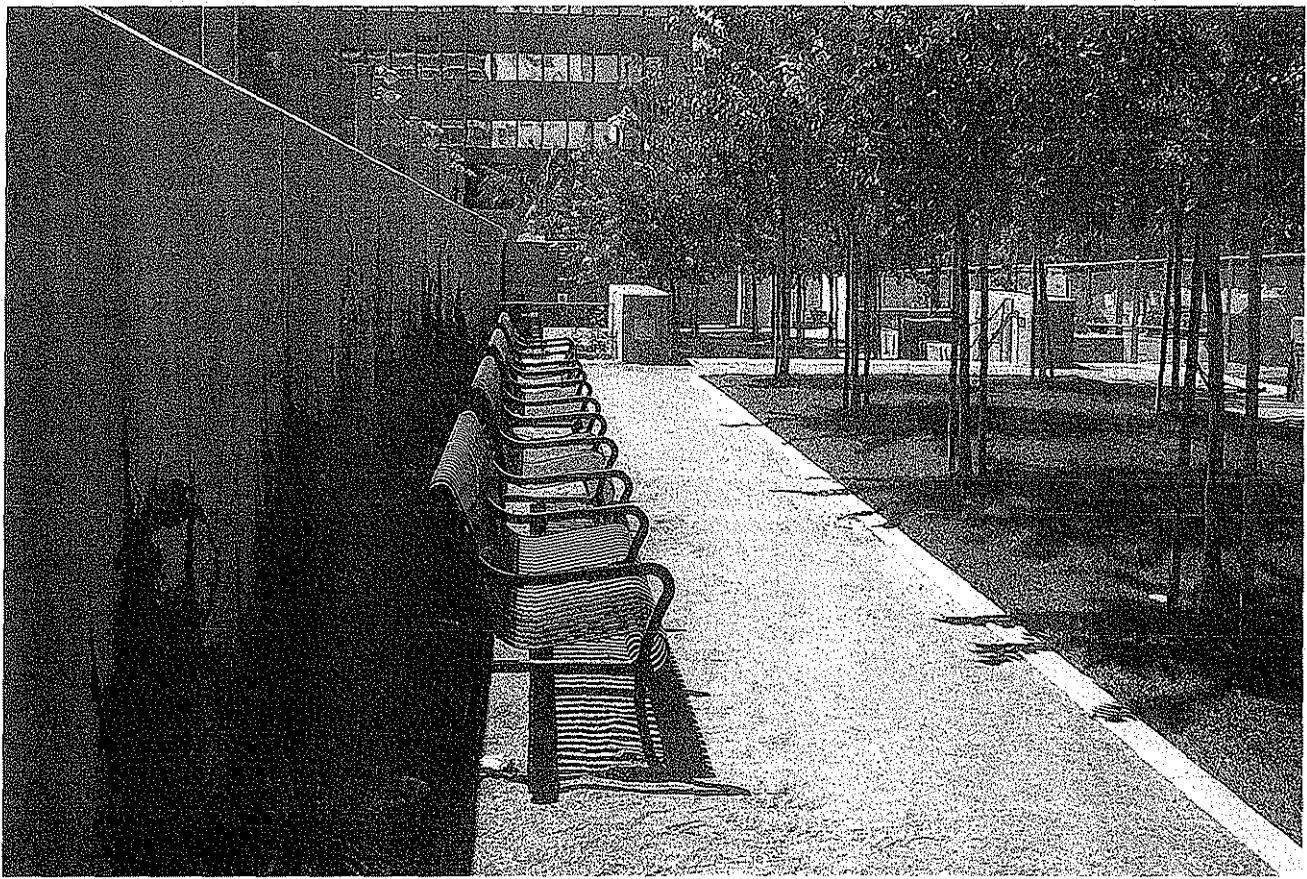
PARK & SITE PLAN supplemental photographs



2; Eastern grass area

EXHIBIT-B Continued

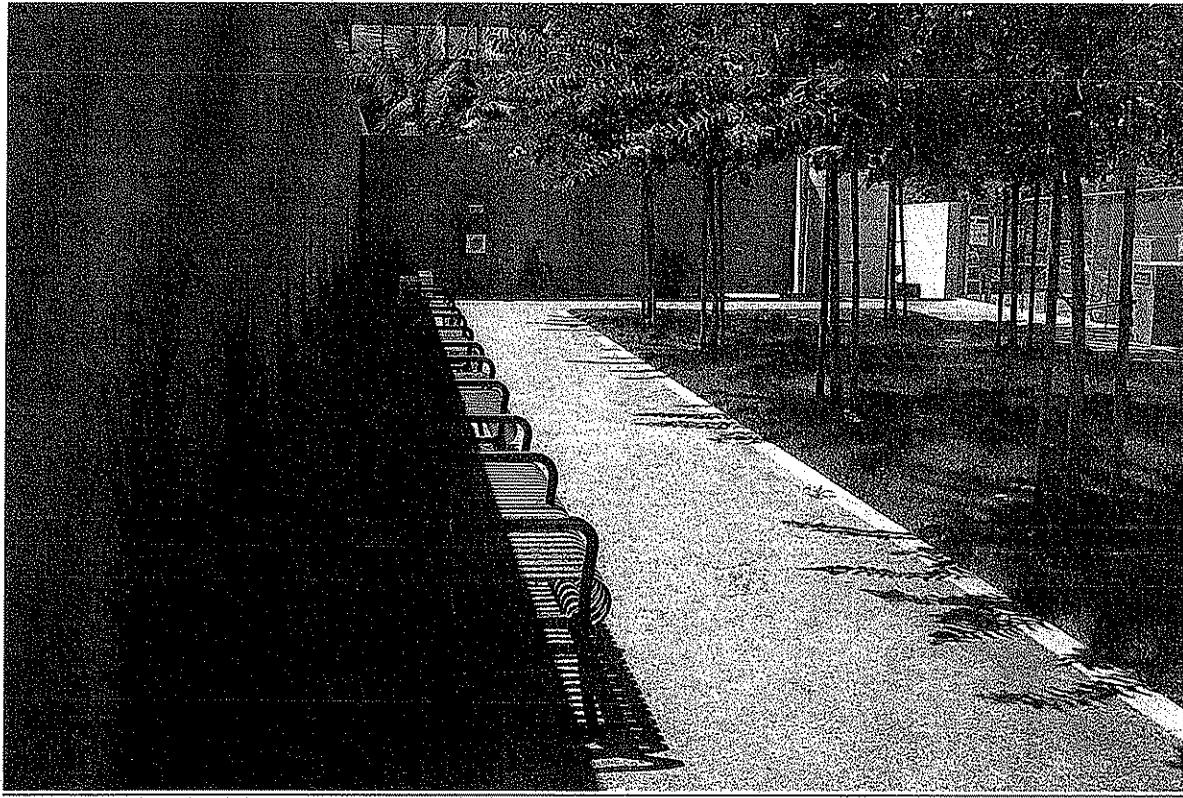
PARK & SITE PLAN supplemental photographs



3; Metal Park benches - eastern area

EXHIBIT-B Continued

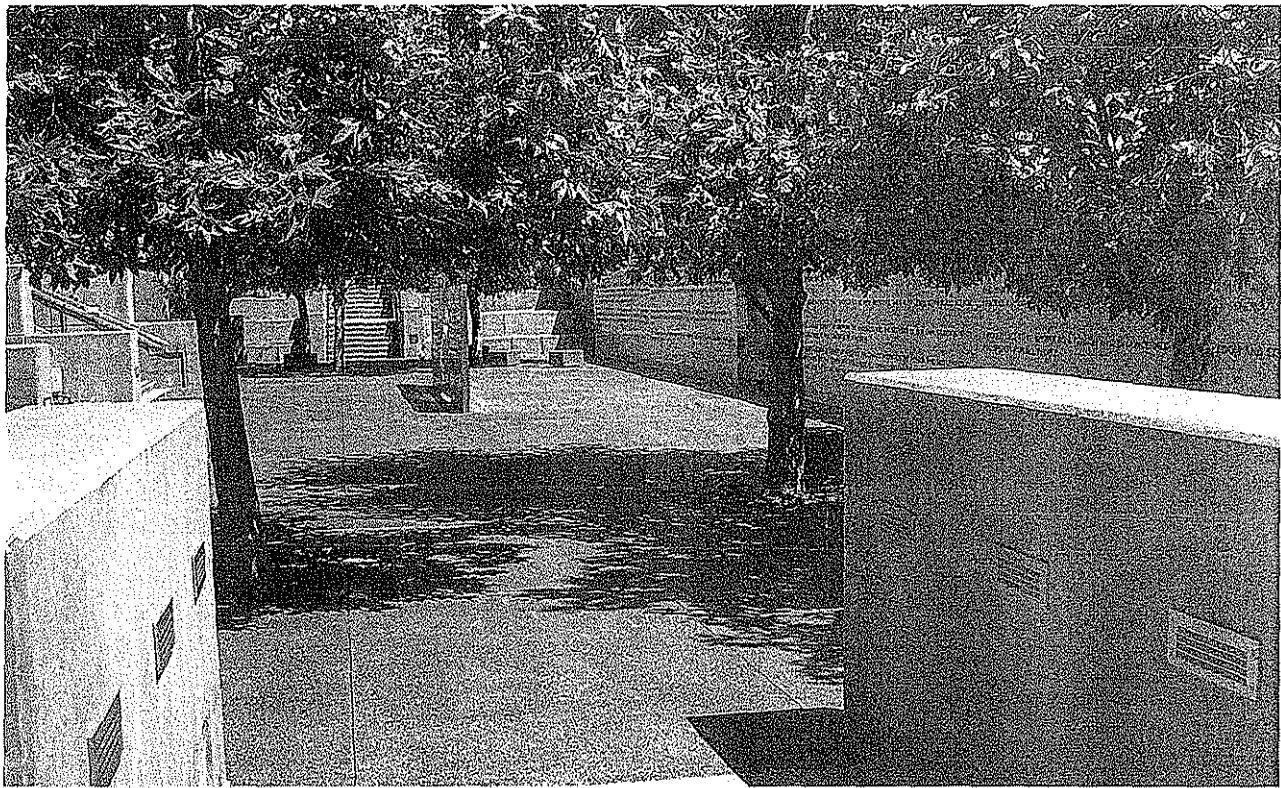
PARK & SITE PLAN supplemental photographs



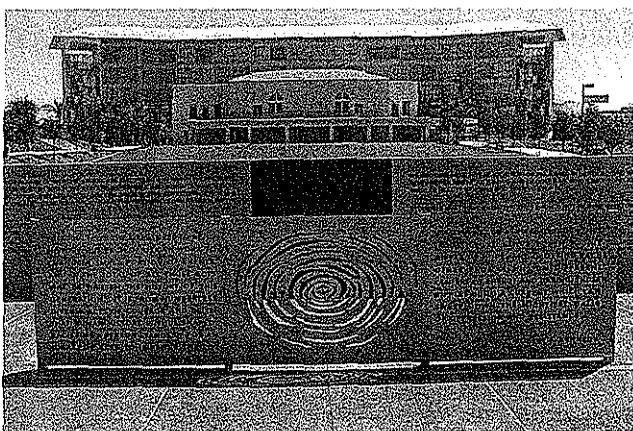
3; Metal Park benches - western area

EXHIBIT-B Continued

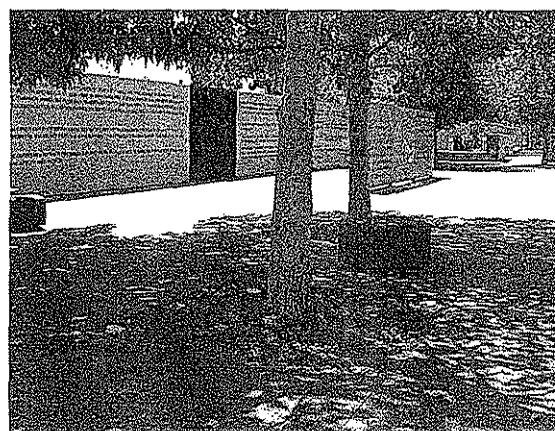
PARK & SITE PLAN supplemental photographs



4;Concrete sitting areas



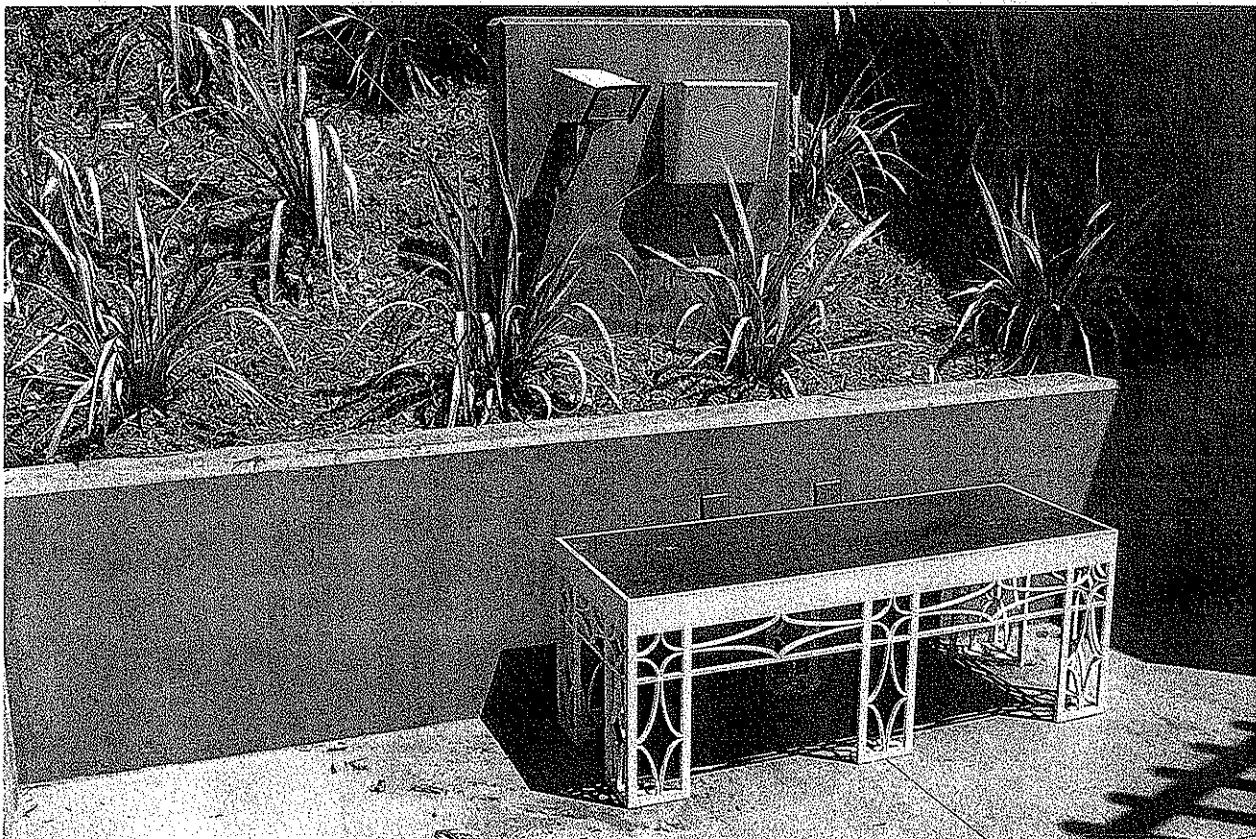
11: Blue lithocrete floor with Ripple steel wall



12; Gold marble/black granite back wall veneer

EXHIBIT-B Continued

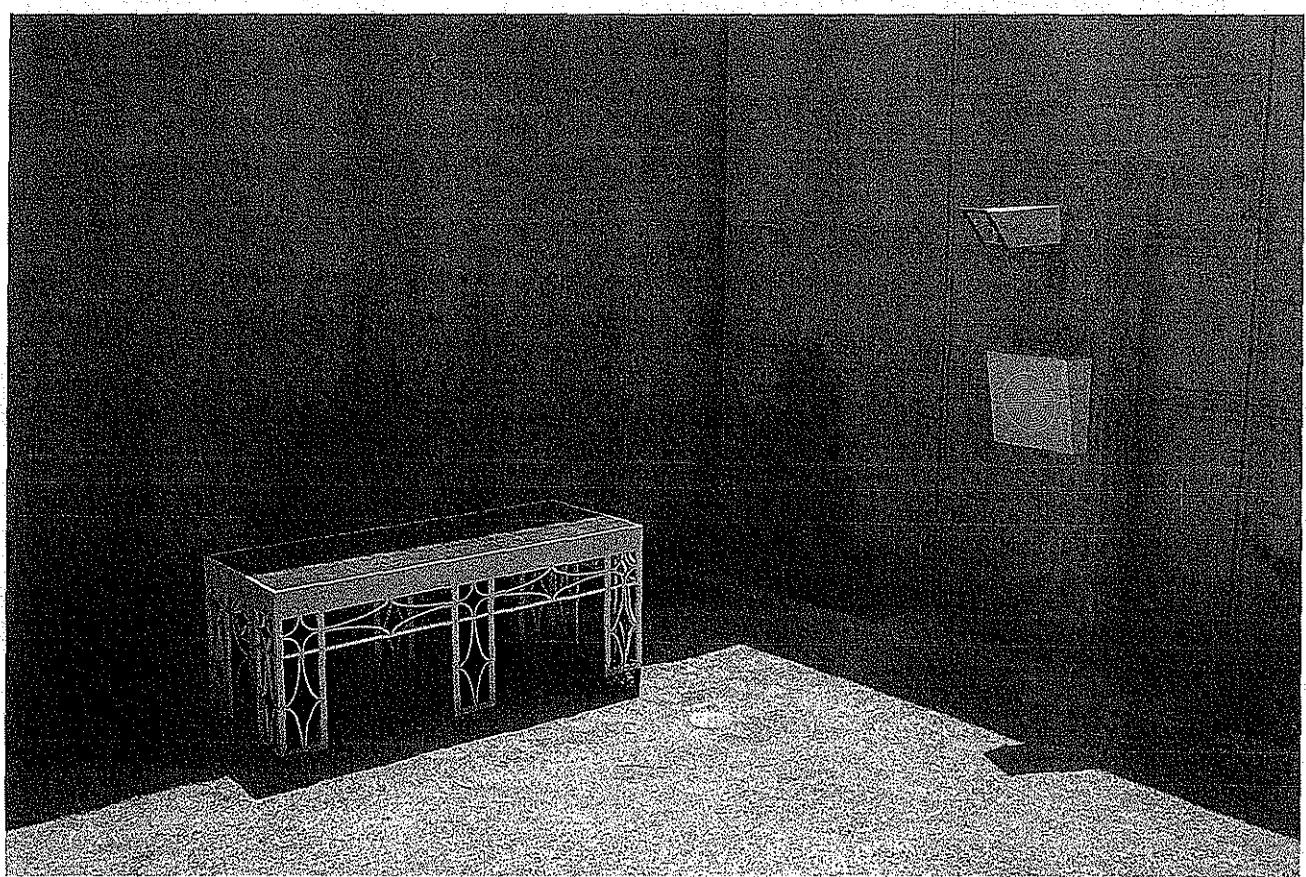
PARK & SITE PLAN supplemental photographs



5; Artist's Audio Bench east area
(Excluded from Section 4b.)

EXHIBIT-B Continued

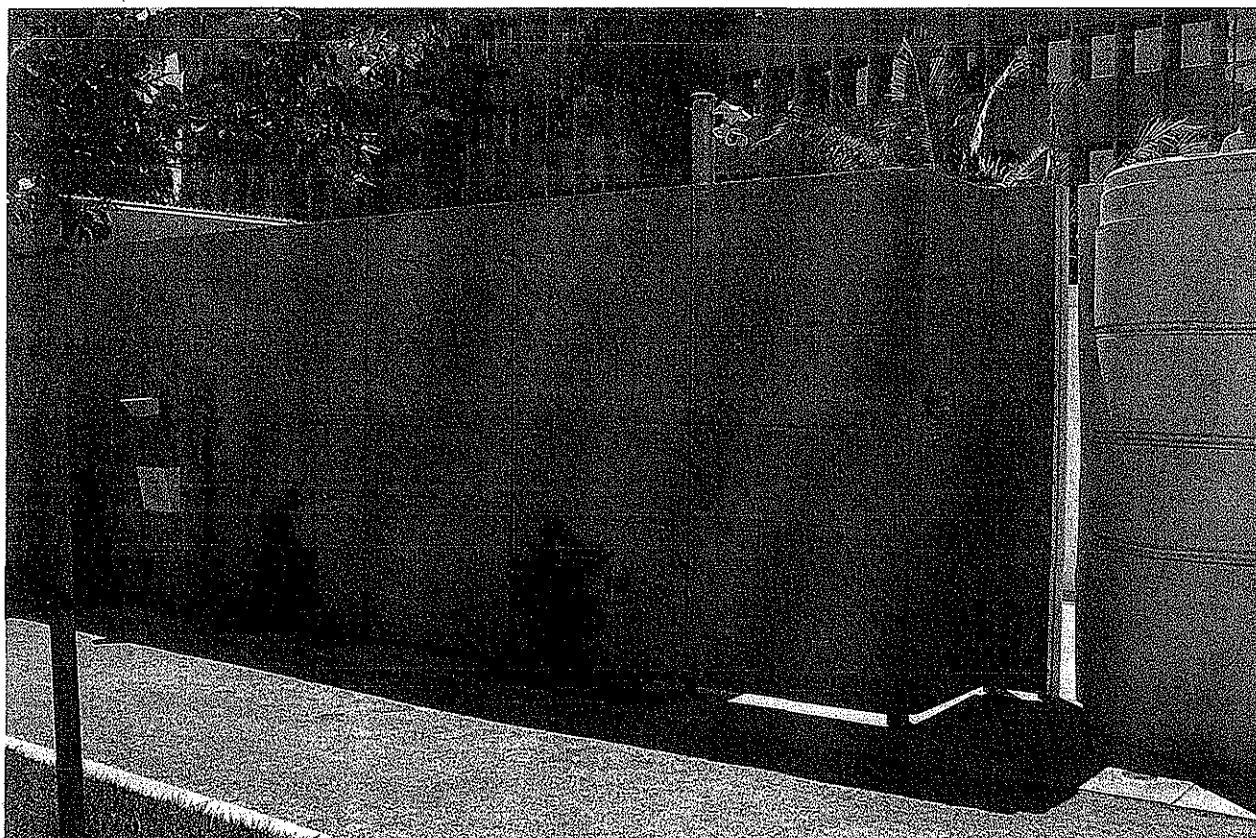
PARK & SITE PLAN supplemental photographs



5; Artist's Audio Bench west area
(Excluded from Section 4b.)

EXHIBIT-B Continued

PARK & SITE PLAN supplemental photographs



6; Utility building

EXHIBIT-B Continued

PARK & SITE PLAN supplemental photographs



7; Typical light fixture bollards

EXHIBIT-B Continued

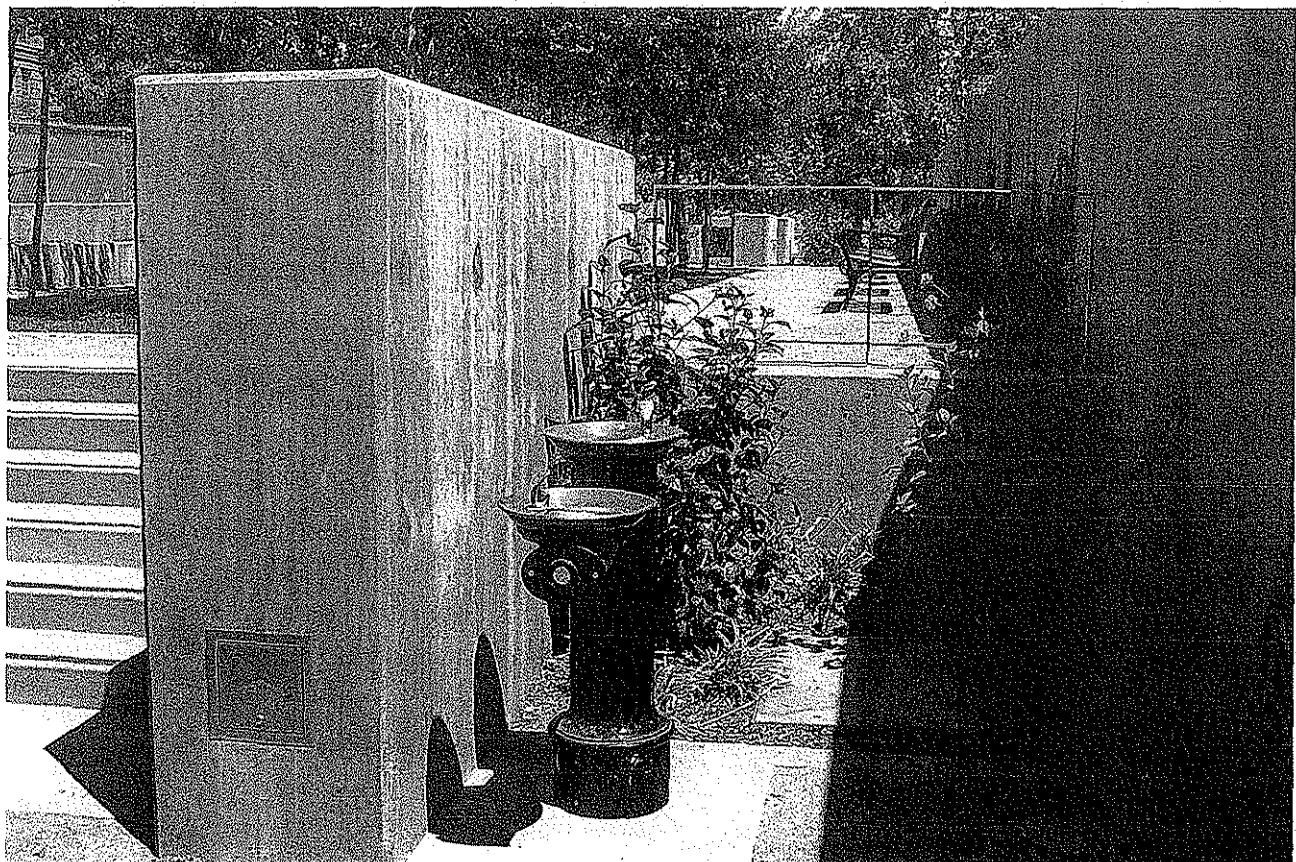
PARK & SITE PLAN supplemental photographs



8; Drinking fountain east area

EXHIBIT-B Continued

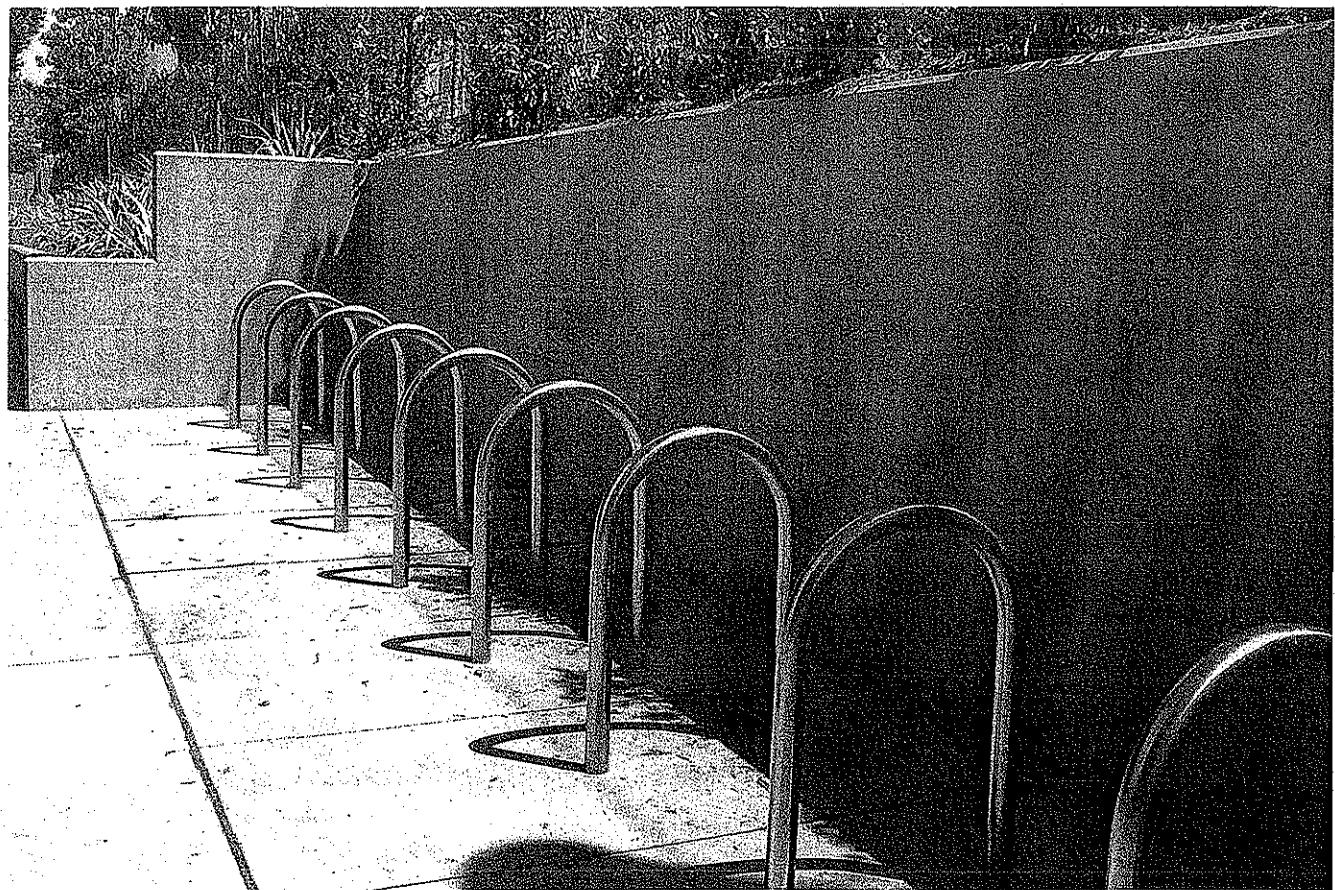
PARK & SITE PLAN supplemental photographs



8; Drinking fountain west area

EXHIBIT-B Continued

PARK & SITE PLAN supplemental photographs



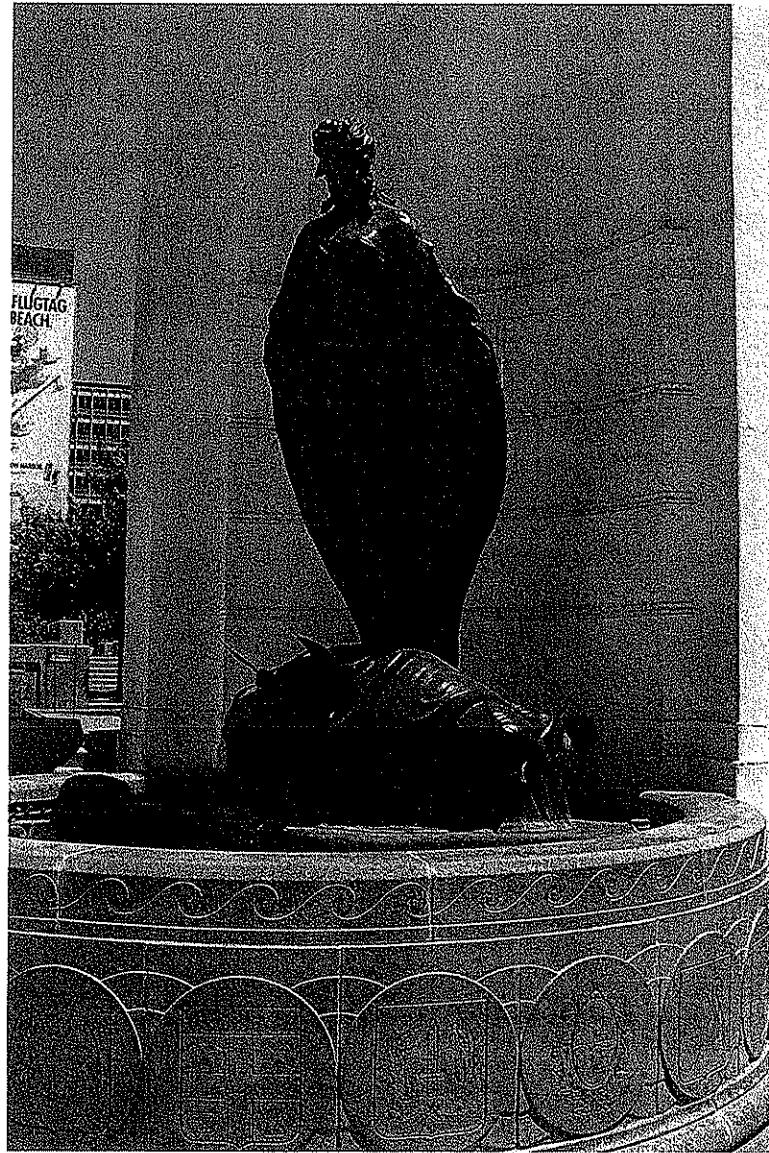
9; Bike racks

EXHIBIT C
ART WORK

1. That certain bronze sculpture at the Pylon currently known as the "Seaswept." Please see Attachment C-1, attached hereto and incorporated herein by reference.
2. That certain art piece including blue lithocrete floor with embedded LED lights and seating area, Ripple steel wall, and gold marble/black granite back wall veneer. Please see Attachment C-2, attached hereto and incorporated herein by reference.
3. Two (2) benches designed by an artist with audio capabilities. Please see Attachment C-3, attached hereto and incorporated herein by reference.

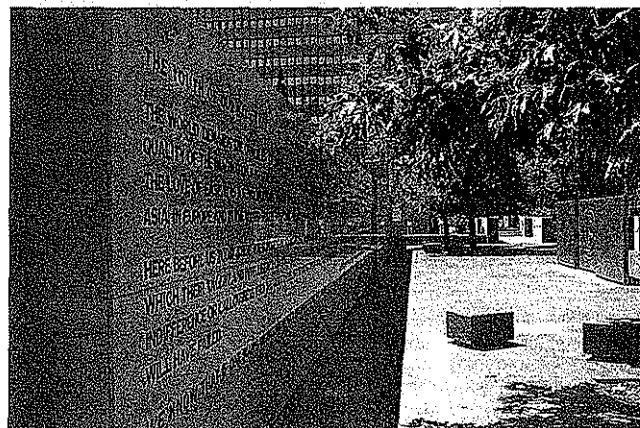
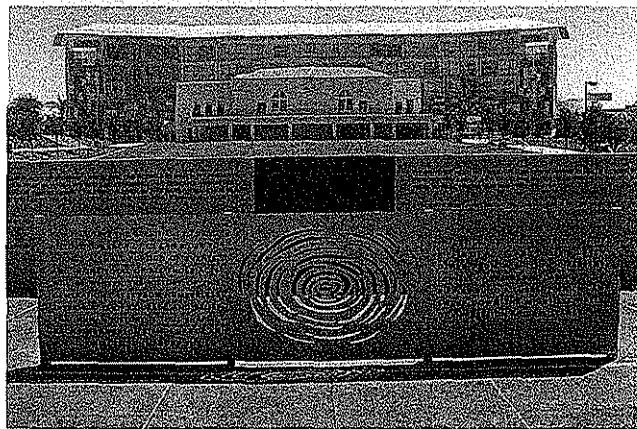
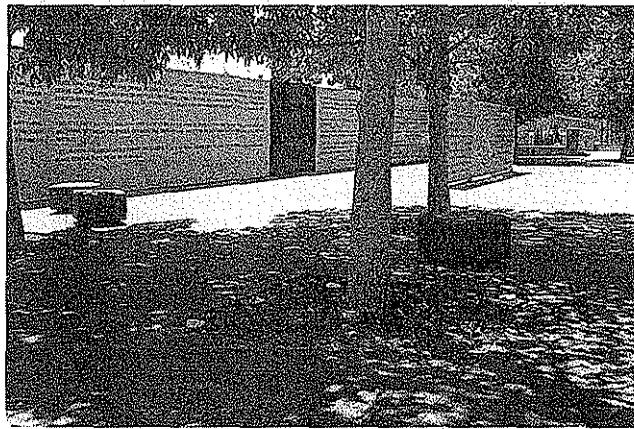
ATTACHMENT C-1
ART WORK

1. That certain bronze sculpture at the Pylon currently known as the "Seaswept." Please see Attachment C-1, attached hereto and incorporated herein by reference.



ATTACHMENT C-2
ART WORK

2. That certain art piece including blue lithocrete floor with embedded LED lights and seating area, Ripple steel wall, and gold marble/black granite back wall veneer. Please see Attachment C-2, attached hereto and incorporated herein by reference.



ATTACHMENT C-3
ART WORK

3. Two (2) benches designed by an artist with audio capabilities. Please see Attachment C-3, attached hereto and incorporated herein by reference.

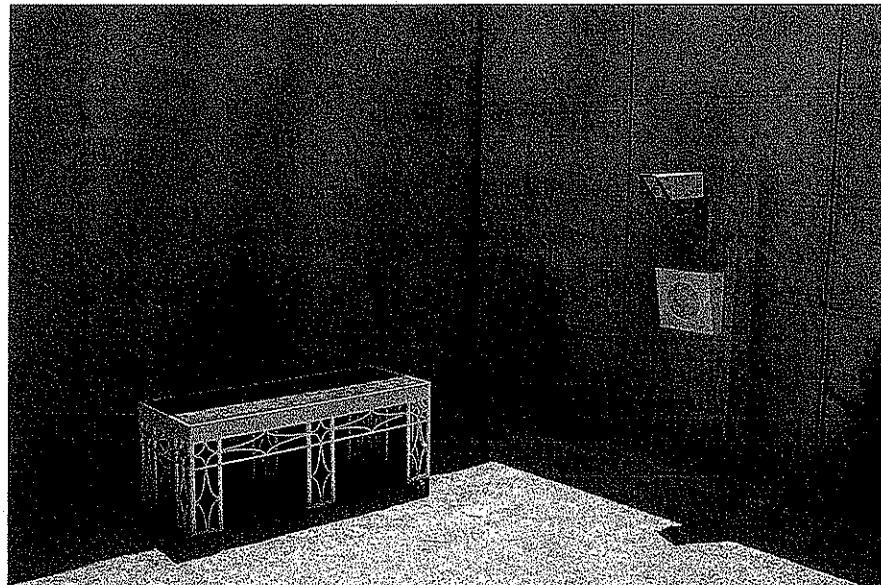


EXHIBIT D

ART WORK INSURANCE

(see attached)



LOS ANGELES UNIFIED SCHOOL DISTRICT
EXHIBITION FLOATER
INSURANCE SUMMARY

INSURANCE COMPANY:	Fireman's Fund Insurance Company
POLICY NUMBER:	MXI-983008724
POLICY TERM:	July 1, 2009 to July 1, 2010
A.M. BEST GUIDE RATING:	A; Superior / Financial Size Category XV, (\$2 billion or greater)
STANDARD & POOR'S:	AA-
CALIFORNIA STATUS:	Admitted
LIMIT:	\$53,500 Exhibition Floater
DEDUCTIBLE:	\$2,500 Exhibition, Each Loss
VALUATION:	Replacement Cost
COVERAGE:	Property owned by the Insured, or property of others in the Care, Custody, or Control of the Insured, while on exhibition at the specified locations and while in due course of transit to or from the specified locations
LOCATION:	Various elementary and middle schools
PREMIUM:	\$2,575.00 Annual Premium - <u>\$386.25</u> Commission Rebate \$2,188.75 Total Annual Premium (Includes TRIA)
MAJOR EXCLUSIONS (Including but not limited to):	<ul style="list-style-type: none">• Earthquake• Flood, surface water, tidal water or tidal wave, overflow of streams or other bodies of water or spray• Water which backs up through sewers or drains• Water below the surface of the ground• War Risk and Governmental Action• Nuclear Reaction or Radiation• Detrimental Code Exclusion• Fungi Limitation• Wear & Tear• Delay, loss of market, loss of use or interruption of business• Dishonesty

EXCLUSIONS CONT'D: • Unexplained loss, mysterious disappearance, or shortage disclosed upon taking inventory

CLAIMS REPORTING: Alliant Insurance Services, Inc.
Attn: Robert Frey
100 Pine St., 11th Floor
San Francisco, CA 94111-2711
Phone: 415-403-1400
Fax: 415-403-1466

BROKER: ALLIANT SERVICE TEAM
Newport Beach, California

Donald H. McLean, Senior Vice President
Julia Gordon, Assistant Vice President
Ryan Jacques, Account Manager
Eve Jellicoe, Account Representative

PLEASE REFER TO YOUR POLICY FOR SPECIFIC TERMS, CONDITIONS AND EXCLUSIONS.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliantinsurance.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: Chief Financial Officer, 1301 Dove Street, Suite 200, Newport Beach, CA 92660.

* Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations.

Insurance brokerages such as Alliant typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com. To learn more about companies doing business in California, visit the California Department of Insurance website at www.insurance.ca.gov.

Allianz Global Corporate & Specialty®

Marine Insurance Policy



Insurance Carrier: 1 FIREMANS FUND INSURANCE CO.

Issued to: LOS ANGELES UNIFIED SCHOOL DISTRICT
(SEE ENDORSEMENT 001)

Agent or Broker Name and Address: ALLIANT INS SERVICES, INC.
1301 DOVE STREET, SUITE 200
NEWPORT BEACH, CA 92660

Underwriting Office: 0Z - LOS ANGELES

Dear Valued Client,

Allianz Global Corporate & Specialty® and Fireman's Fund Insurance Company have combined their marine insurance businesses under the Allianz Global Corporate & Specialty (AGCS) brand. This singular approach enables us to offer you an expanded global reach and a greater range of products and services at a local point of contact. You can continue to rely on our expert underwriters, trusted loss control engineers and seasoned claims professionals.

We are energized by this united service approach for our customers and wish to thank you for choosing AGCS as your marine insurance carrier - a premier provider of Inland Marine, Ocean Cargo, Hull and Marine Liability insurance products.

Sincerely,

A handwritten signature in black ink, appearing to read "Arthur E. Moosmann".

Arthur E. Moosmann
Chief Underwriting Officer Marine
Allianz Global Corporate & Specialty

Allianz Global Corporate & Specialty®

Marine Insurance Policy



Inland Marine & Property Claims Reporting

Our highly skilled Marine Claims professionals are committed to providing our valued clients with the best service possible and they will respond quickly to any claim situation that you may have.

You can notify us of a new claim via any of the following reporting options:

Telephone: **888.347.3428**
Outside of the US: 314.513.1100

Email: **FPMarine@fflc.com**

Fax: **1-888-323-6450**
Outside of the US: 314-513-1232

Website: **www.fflc.com (Report a Claim)**

Mailing Address: **FNOL Marine Claims Unit
3301 Rider Trail South
Earth City, MO 63045**

If possible, please include the following information in your claim notice or have it available for our customer service representative:

Contact information

Policy #
Date of loss
Description of loss



"Original"

Table of Contents

POLICY NUMBER MXI-93008724

Named Insured

LOS ANGELES UNIFIED SCHOOL DISTRICT
(SEE ENDORSEMENT 001)

Producer

ALLIANT INS SERVICES, INC.
1301 DOVE STREET, SUITE 200
NEWPORT BEACH, CA 92660

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Policyholder Message – 385542 02 00

Important Information for California Policyholders

If you ever have question about your policy, or about any insurance matter, you can contact your independent agent or broker. If you have additional questions, you can contact the company issuing the policy at the following address:

Fireman's Fund Insurance Companies
P.O. Box 2519
Dallas, TX 75221

Phone: 1-800-527-5787

If you have been unable to obtain satisfaction from either the agent or the company, you may contact the California Department of Insurance at the Following address:

California Department of Insurance
Consumer Communications Bureau
300 South Spring St. South Tower
Los Angeles, CA 90013

Phone: 1-800-927-4357

The Department of Insurance should be contacted only after the contacts with agent and the company have failed to produce a satisfactory solution to your problem.



Fireman's
Fund®

Policyholder Message - 386295 01 02

Detrimental Code Exclusion - 145901 01 02

Computer viruses have exposed the insurance industry to a totally new catastrophe peril. A computer virus (such as the Love Bug or Nimda) unleashed on society, has the potential to create an accumulation of claims that is potentially more dangerous than the largest conceivable hurricane or earthquake. This is because a computer virus loss will not be confined to one geographical area but instead will be global in scope. Insurance carriers simply do not have enough capital to pay for this potential accumulation of losses.

In the aftermath of the recent Love Bug and Nimda scares, reinsurance companies (those insurance companies that provide insurance on other insurance companies) are excluding coverage for computer viruses, forcing Property insurance carriers to assume full responsibility for all such losses. The only way to maintain financial viability, absent reinsurance support, is to develop an additional exclusion for our policies due to the uninsurable catastrophic nature of the computer virus exposure.

Upon further analysis, however, the term **computer virus** is more complicated than is apparent on the surface. The term **computer virus** is often used as a generic reference to a number of malicious codes, which are in fact, not truly computer viruses. Direct physical loss or damage and resultant business down time can result from not just a Computer virus but also from a trojan horse, a worm or any number of other code strings that are intentionally or unintentionally released. Moreover, corruption of programs and resultant loss or damage may even result from faulty or defective programs.

In response to these various exposures to loss, we have developed the Detrimental Code Exclusion Endorsement (145901). This endorsement excludes any computer virus, program, routine, sub-routine, trojan horse, worm, script or other code string that destroys, alters, or corrupts Covered Property, Property Insured, or property of others for which you are liable, regardless of how the detrimental code was introduced or acquired.

As a result, an endorsement has been added to your policy that will exclude loss or damage caused by or resulting from any **detrimental code**. **Detrimental Code** means any computer virus, program, routine, sub-routine, Trojan horse, worm, script or other code string that destroys, alters, or corrupts Covered Property, Property Insured, or property of others for which you are liable, regardless of how the detrimental code was introduced or acquired.

For the complete text of the change, please read your policy carefully. If you have any questions about this change, please contact your Insurance Agent or Broker.

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER MESSAGE, NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.



**Fireman's
Fund®**

Policyholder Message - 386294 01 02

Fungi Limitation Endorsement 145900 01 02

Fungus (mold) claims have recently changed in size and character to the point where it has dramatically increased the average property claim. The alternatives available to treat this situation are to charge a higher premium or limit coverage under your policy. However, the alternative of charging premium for fungus (mold) claims is not viable because the total dollar value of claims coupled with the rapidly escalating rate of claims inflation will require a premium charge that is unacceptable to most customers.

As a result, an endorsement has been added to your policy that will limit coverage for fungus (mold). This endorsement is a cost containment measure that will help keep your premium levels stable and predictable.

For the complete text of the change, please read your policy carefully. If you have any questions about this change, please contact your Insurance Agent or Broker.

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER MESSAGE, NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY, INCLUDING ALL ITS FORMS AND ENDORSEMENTS, AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.



IMPORTANT NOTICE REGARDING TERRORISM COVERAGE – 386359 12 07

Insured: LOS ANGELES UNIFIED SCHOOL
DISTRICT
(SEE ENDORSEMENT 001)

Policy Number: MXI93008724

Producer: ALLIANT INS SERVICES, INC.

Effective Date: 07/01/2009

This notice applies to the type(s) of insurance provided under this policy that are subject to the Terrorism Risk Insurance Act, as amended ("The Act"). You are hereby notified that under The Act you have a right to purchase insurance coverage for losses arising out of certified act of terrorism, as defined in Section 102(1) of The Act: The term certified act of terrorism means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHEN COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Our records indicate that you previously accepted our offer of terrorism coverage, which was made at the time we issued our quote. Accordingly, the policy referenced above includes coverage for certified acts of terrorism, as defined in The Act. If your policy provides workers compensation coverage, you cannot reject that coverage because applicable workers compensation laws in your state mandate that this coverage be included. No additional action on your part is required at this time.

If you have any questions about this or any other insurance matter, please contact your agent or broker representing the Fireman's Fund Insurance Companies.



Fireman's
Fund®

POLICY NUMBER
MXI93008724

Previous Policy Numbers
NEW

Coverage for policies other than
WORKERS' COMPENSATION is
provided in the following company
**1 FIREMANS FUND
INSURANCE CO.
NOVATO, CA 94998
A STOCK INSURANCE CO. (01)**

GENERAL DECLARATIONS

Named Insured and Mailing Address

**LOS ANGELES UNIFIED SCHOOL DISTRICT
(SEE ENDORSEMENT 001)
333 S. BEAUDRY, 28TH FLOOR
LOS ANGELES, CA 90017**

The Named Insured is a(n) **PARTNERSHIP**

Business or Operations of the Named Insured: **SCHOOL DISTRICT**

The insurance provided by this policy consists of the following coverage form(s). The premium may be subject to adjustment. In return for payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in the policy.

INLAND MARINE COVERAGES

Policy Period is from **07/01/2009** to **07/01/2010 12:01 AM**, Standard Time
at Mailing address of the insured.

PREMIUM SUMMARY:

Estimated Annual Premium **\$ 2,575 (INCLUDES TRIA)**
Premium Due at Inception **\$ 2,575 (INCLUDES TRIA)**

- Terrorism Risk Insurance Act - Certified Acts Coverage - Covered \$ 75**
 Terrorism Risk Insurance Act - Certified Acts Coverage - Not Covered \$ 0

FORMS ATTACHED AT INCEPTION

140866 02 86R, 135302DEC 11 84S, 99 11 08, IL0017 11 98S, IL0003 07 02, 145901 01 02, 386295 01 02, 145900 01 02, 386294 01 02, IL0103 07 02R, 385542 02 00, IL0270 09 07, IL0104 09 07, 141731 06 84, 386359 12 07, 140559 12 86R, 145927 12 07, 135151 08 88, 135163 09 73, ENDORSEMENT 001, ENDORSEMENT 002

Countersignature of Authorized Agent:

Producer: **ALLIANT INS SERVICES, INC.
1301 DOVE STREET, SUITE 200
NEWPORT BEACH, CA 92660**

Date **07/20/2009 JWN**

Conditions - 140559 12 86

Commercial Inland Marine Coverage Form

A. General Conditions

1. Your name and address as the Named Insured shall be as specified in the General Declarations.
2. The Policy Period

This policy applies only to loss or damage that occurs during the policy period shown in the General Declarations. The policy period begins and ends at 12:01 a.m., Standard Time, at your address shown in the General Declarations. But if this policy replaces a policy which expires at noon Standard Time on the effective date of this policy, then this policy will not be effective until the policy being replaced expires. In those states which require policy periods to begin and end at noon Standard Time, this policy will begin and end at noon Standard Time.

3. The Declarations shows you which coverages you have purchased and the limits of insurance that apply. You have only those coverages and amounts of insurance. If this coverage applies only at specified locations, they are shown in the Declarations.

By accepting this policy, you agree that:

- a. the statements in the Declarations are your agreements and representations;
- b. that this policy is issued in reliance on the truth of such representations.

4. Territorial Limits

Unless a coverage form attached to this policy indicates otherwise, this policy covers only

within the 48 contiguous states of the United States, the District of Columbia and within the states of Alaska and Hawaii.

5. Concealment or Fraud

This policy is void if you have intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

6. Abandonment

You may not abandon any covered property to us without our written consent.

7. Civil Authority

We will pay you for your covered property, if covered for the peril of fire, if an order by a civil authority causes your property to be damaged or destroyed during a conflagration in order to retard such disaster.

8. Suit

You agree not to sue us or involve us in another action proceeding after 2 years have past since you discovered the occurrence giving rise to such action. If the state law applicable to this coverage requires a different time period within which suit may be brought, this provision is amended to conform to such law.

B. Loss Adjustment Provisions

1. Your Duties After Loss

If a loss occurs which this policy may cover, you must see that the following duties are performed:

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Judie S. Koenhoven
Secretary

Michael E. LaRocca
President

a. Notice of Loss

You must tell us in writing as soon as practical after loss or damage has occurred to your covered property, or after any occurrence that may develop into a claim. You must also file with us or our agent, a detailed sworn proof of loss within ninety (90) days following the occurrence.

b. Protect Property

You shall do what is reasonably necessary to minimize the loss or damage and to protect the covered property from any further loss or damage. Any expense in doing this shall be shared by you and us according to your and our interests. If you move the covered property to a safe place, that property will continue to be covered and we will reimburse you for the reasonable expenses for doing so. You must tell us as soon as practical that you have done this.

2. Examination Under Oath

Before recovering from us for any loss, you shall, if we request:

- a. Permit us to inspect and appraise the damaged property before it is repaired or disposed of;
- b. be examined under oath;
- c. produce others for examination under oath; and,
- d. comply with any other reasonable request we make.

These requests are for the purpose of examining the loss. They shall not mean that we admit liability for any loss or damage.

3. Valuation

If a loss occurs, we will determine the value of the lost or damaged property at its actual cash value, with proper deduction for depreciation, as of the time of loss or damage. We will not pay you more than it would cost to repair or replace the covered property with material of like kind and quality. We will not pay you for any part of the loss or damage that you have collected from any other source.

4. Settlement of Loss

We will settle substantiated claims within 30 days of our receipt of your statement of loss. We will supply you with the necessary forms.

5. No Benefit to Bailee

No person or organization, other than you, that has custody of the covered property, shall benefit from this insurance.

6. Subrogation

If any person or organization to whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to aid us in any recovery and to protect our rights. If that person or organization does anything to impair our rights after a loss, we will not have to pay the loss.

7. Loss Clause

If you have a loss other than a total loss, we will not reduce the amount of your coverage. However, if you have a total loss, the amount of your coverage shall be reduced by the amount of the item that was lost or destroyed. We will return to you the unearned premium from the date of loss to the end of the current policy period or rating period for which the premium was charged, whichever comes first. You may also request us to apply that unearned premium to the premium due on any item(s) replacing that which was lost or destroyed and for which we have paid a claim.

8. Pair, Set or Parts

If you have a loss to your covered property that is part of a pair or set, we will pay you only for a reasonable and fair proportion of the total value of the pair or set. We will not pay on the basis of a loss to the entire pair or set.

If you have a loss to covered property that is a piece or pieces which belong to something that when complete consists of several parts, we will pay only for the part(s) that are lost or damaged.

9. Appraisal

If you and we fail to agree on the amount of loss, either one can ask that the amount of loss be established by appraisal. To start the appraisal process either you or we must make the request

in writing to the other. Each must then choose a competent, independent appraiser and give the name and address of that appraiser to the other. This must be done within 30 days after the written request for appraisal is received.

The two appraisers must then choose a competent and impartial umpire. If they do not agree on an umpire within 15 days, either you or we may have an umpire selected by a court located in the same state as the covered property. The appraisers will then set the amount of the loss. A copy of their report will be given to you and to us. The amount they agree upon will be the amount of loss.

If the appraisers fail to agree within a reasonable period of time, they will give the umpire a statement of their differences. A written agreement signed by any two of the three will set the amount of the loss. You will pay your appraiser and we will pay ours. The umpire's fee and other appraisal expenses will be shared equally by you and us.

If we submit to an appraisal, we will still retain our right to deny the claim.

10. Labeled Goods

If covered property bearing labels, packaging or wrappers is lost or damaged, we will pay you an amount sufficient to replace those labels, packaging or wrappers.

11. Other Insurance

The coverage provided by this policy shall apply only as excess insurance over any other valid and collectible insurance or coverage that applies to the covered property.

12. Impairment of Recovery Rights

If you do anything after a loss that impairs or precludes your right to recover from any other party who may be liable for the loss or damage, we will not pay you. We may also refuse to pay if you make any settlement or agreement on a loss without our written consent.

13. Recovery

If we recover any part of a loss from another party, after we deduct the expenses of making the recovery we will share the recovery with you. Your share will be the proportion that your share of the loss bears to the total amount of the loss.

14. Loss Payee

If a loss payee is named in the Declarations, we will pay you and the loss payee, as the interest of each may appear.

C. Additional Losses We Do Not Cover

In addition to Causes of Loss We Do Not Cover under this policy, the Governmental Action and Nuclear Hazard Exclusions that follow will apply to coverage under this policy regardless of other governmental action or war risk exclusions or clauses, or nuclear hazard or nuclear exclusions or clauses may appear in this policy. If however, the other clauses, if any, specifically assume these risks, then such other governmental action or war risk exclusions or clauses, or nuclear hazard or nuclear exclusions or clauses shall apply and the following clauses will not apply.

1. Government Action.

We do not cover loss or damage caused by or resulting from seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire is covered under this policy.

2. Nuclear Hazard

We do not cover loss or damage caused by any weapon employing atomic fission or fusion or nuclear reaction or radiation, or radioactive contamination, however caused. But we will pay for direct loss or damage caused by resulting fire if the fire is covered under this policy.

3. War and Military Action

We do not cover loss or damage caused by or resulting from:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or,
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

4. Illegal Transport or Trade

We do not cover loss or damage caused by or resulting from illegal transportation or trade.

D. Definitions

Throughout this policy the terms **you** and **your** mean the person or organization shown in the General Declarations or coverage Declarations as the Named Insured. **You** and **your** includes partners acting as such when the Named Insured is a partnership and executive officers, directors and stockholders acting as such when the Named Insured is a corporation. **We**, **us** and **our** mean the Company issuing this policy. The term **policy** means this Property Floater

and the coverage forms and endorsements attached to it.

E. Special State Provisions

KANSAS. Suit. If this policy is issued in the State of Kansas, the words five (5) years are substituted for the words twelve (12) months in Condition A.8.

TEXAS. Notice of Loss and Suit. If this supplemental policy is issued in the State of Texas, the words ninety-one (91) are substituted for the word ninety (90) in Condition B.1.a. and the words two (2) years and one (1) day are substituted for the words twelve (12) months in Condition A.8.

In Witness Whereof, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Calculation of Premium – IL 00 03 07 02
Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

Boiler and Machinery Coverage Part
Capital Assets Program (Output Policy) Coverage Part
Commercial Automobile Coverage Part
Commercial General Liability Coverage Part
Commercial Inland Marine Coverage Part
Commercial Property Coverage Part
Crime and Fidelity Coverage Part
Employment-Related Practices Liability Coverage Part
Farm Coverage Part
Liquor Liability Coverage Part
Owners and Contractors Protective Liability Coverage Part
Pollution Liability Coverage Part
Products/Completed Operations Liability Coverage Part
Professional Liability Coverage Part
Railroad Protective Liability Coverage Part

The Following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective

date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Janet S. Koenen
Secretary

Michael E. LaRosa
President

Common Policy Conditions - IL 00 17 11 98

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections and Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Jane S. Koenhoven
Secretary

Michael E. LaRocco
President

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2 of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

- 1. Is responsible for the payment of all premiums; and
- 2. Will be the payee for any return premiums we pay.

F. Transfer of Your Rights and Duties Under This Policy.

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

California Changes - Actual Cash Value - IL 01 03 07 02R
Policy Amendment(s) General Provisions

This endorsement modifies insurance provided under the following:

Boiler and Machinery Coverage Part
Capital Assets Program (Output Policy) Coverage Part
Commercial Inland Marine Coverage Part
Commercial Property Coverage Part
Crime and Fidelity Coverage Part
Farm Coverage Part
Standard Property Policy

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

David S Kloehnemer
Secretary

Michael E LaRosa
President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 PROFESSIONAL LIABILITY COVERAGE PART

- A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:**

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium; or
 - (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
 - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
 - (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
 - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.



- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

B. The following provision is added to the Cancellation Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part
Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
- b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Capital Assets Program Coverage Form (Output Policy);
 - (2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

- C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Capital Assets Program (Output Policy)
Coverage Part

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below:

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Capital Assets Program Coverage Form (Output Policy);
- (2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
- (3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.

- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
 FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
 FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
 STANDARD PROPERTY POLICY

- A. When this endorsement is attached to the Standard Property Policy CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

- B. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following with respect to loss ("loss") or damage caused by fire:

We do not provide coverage to the insured ("insured") who, whether before or after a loss ("loss"), has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:

1. This Coverage Part;
2. The Covered Property;
3. That insured's ("insured's") interest in the Covered Property; or
4. A claim under this Coverage Part or Coverage Form.

- C. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following with respect to loss ("loss") or damage caused by a Covered Cause of Loss other than fire:

This Coverage Part is void if any insured ("insured"), whether before or after a loss ("loss"), has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:

1. This Coverage Part;
2. The Covered Property;
3. An insured's ("insured's") interest in the Covered Property; or

4. A claim under this Coverage Part or Coverage Form.

- D. Except as provided in E., the Appraisal Condition is replaced by the following:

If we and you disagree on the value of the property or the amount of loss ("loss"), either may make written request for an appraisal of the loss ("loss"). If the request is accepted, each party will select a competent and impartial appraiser. Each party shall notify the other of the appraiser selected within 20 days of the request. The two appraisers will select an umpire. If they cannot agree within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss ("loss"). If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

- E. The Appraisal Condition is:

1. Business Income (And Extra Expense) Coverage Form CP 00 30; and
2. Business Income (Without Extra Expense) Coverage Form CP 00 32;

is replaced by the following:

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written request for an appraisal of the loss. If the request is accepted, each party will select a competent and impartial appraiser. Each party shall notify the other of the appraiser selected within 20 days of the request. The two appraisers will select an umpire. If they cannot agree within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

Commercial Articles Floater – 135302DEC 11 84

Policy Amendment - Commercial Inland Marine

Insured	LOS ANGELES UNIFIED SCHOOL DISTRICT (SEE ENDORSEMENT 001)	Policy Number	MXI93008724
Producer	ALLIANT INS SERVICES, INC.	Effective Date	07/01/2009

Schedule

1. Fine Arts	<input type="checkbox"/> Per Schedule on File with the Company	<input type="checkbox"/> Per Schedule Attached	Deductibles \$ _____
Loc.	Amount of Insurance	Loc	Amount of Insurance
	\$		\$

2. Cameras, Projection Machines, Films and Related Equipment

<input type="checkbox"/> Per Schedule on File with the Company	<input type="checkbox"/> Per Schedule Attached	Deductibles \$ _____
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Amount of Insurance \$ _____

3. Musical Instruments and Related Equipment

<input type="checkbox"/> Per Schedule on File with the Company	<input type="checkbox"/> Per Schedule Attached	Deductibles \$ _____
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Amount of Insurance \$ _____

4. EXHIBITION FLOATER

<input checked="" type="checkbox"/> Per Schedule on File with the Company	<input type="checkbox"/> Per Schedule Attached	Deductibles \$ <u>2,500</u>
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Amount of Insurance \$53,500

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Janet S. Koenheimer
Secretary

Michael E. LaRocco
President

This policy covers only the classes of property for which an amount of insurance is shown in the Declarations applicable to this Amendment. The property must be owned by you or in your custody or control.

If Fine Arts are covered, the premium for the coverage has been computed based upon your statement that the property was at the locations shown in the Declarations applicable to this Amendment on the date this coverage became effective.

1. Causes of Loss We Cover

We cover all risks of direct physical loss to the covered property from any external cause. We do not cover those causes excluded under CAUSES OF LOSS WE DO NOT COVER or excluded elsewhere in this policy.

2. Causes of Loss We Do Not Cover

- a. We do not cover loss or damage caused by, or made worse by any of the following:
 - (1) wear and tear;
 - (2) deterioration, inherent vice or latent defect;
 - (3) vermin (birds, rodents, insects or animals);
 - (4) seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire is covered under this policy;
 - (5) from any weapon employing atomic fission or fusion or nuclear reaction or radiation, radioactive contamination, however caused. But we will pay for direct loss or damage caused by fire if the fire is covered under this policy;
 - (6) war, including undeclared or civil war; warlike action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or,
 - (7) insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these;

- (8) illegal transportation or trade.
- b. As to Fine Arts, we do not cover loss or damage caused by or made worse by:
 - (1) repairing, restoration or retouching;
 - (2) or from breakage of art glass windows, statuary, marbles, glassware, bric-a-brac, porcelains, and similar fragile articles, unless caused by fire, lightning, aircraft, theft or attempted theft, cyclone, tornado, windstorm, earthquake, flood, explosion, malicious damage or collision, derailment or overturn of conveyance, unless such cause is endorsed onto this policy;
 - (3) exhibition at fair grounds or on the premises of any national or international exposition unless such event is covered by endorsement to this policy.

3. Deductible (applies separately to each category of property covered).

All claims for loss arising out of one occurrence shall be adjusted as one claim and the amount specified in the Declarations shall be deducted from the adjusted loss.

4. Special Conditions

a. As to Fine Arts:

You agree that the covered property will be packed and unpacked by competent packers.

We will not pay for more than the amount set opposite the respective articles in the applicable schedules of covered property. The amounts so indicated are agreed to be the value of the articles.

If a total loss occurs to any covered article or articles which are a part of a set, we will pay you the full amount of the value of such set as specified in the applicable schedule, and you agree to surrender the remainder article or articles of the set to us.

b. As to Musical Instruments:

You agree that none of the covered instruments will be played for remuneration during the term of this policy, unless we endorse this policy and

you pay an additional premium to us.

5. Additionally Acquired Property

a. As to Fine Arts:

If during the term of this policy you acquire other objects of art, the provisions of this policy shall cover their actual cash value not exceeding 2.5% of the aggregate amount of the applicable schedule, PROVIDED you report such additional objects within 90 days from the date acquired and pay pro rata additional premium from the date acquired.

b. As to Cameras and Musical Instruments:

If you acquire additional such property, you must report the addition within thirty (30) days from

the date acquired and pay pro rata additional premium from the date acquired. We cover each separate class of such additionally acquired property but for not more than 2.5% of the amount of insurance on such class exclusive of this provision, or \$10,000, whichever is less. You understand that this policy ceases to cover such additionally acquired property if you do not report it to the Company within the stated thirty (30) day period.

6. Territorial Limits

This Insurance covers wherever the property may be located, except that Fine Arts are covered only within the Limits of the Continental United States, the State of Hawaii, Canada and the Commonwealth of Puerto Rico.

Exhibition Floater - Broad Form - 135163 09 73
Commercial Inland Marine Coverage Form

Insured	LOS ANGELES UNIFIED SCHOOL DISTRICT (SEE ENDORSEMENT 001)	Policy Number	MXI93008724
Producer	ALLIANT INS SERVICES, INC.	Effective Date	07/01/2009

Schedule

Description of Property Insured

As per schedule on file with us

Limits of Liability

\$53,500

Deductible \$ 2,500	Coincurrence Percentage 100 %	Minimum Earned Premium \$ 2,500
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Representations

The named insured represents that the property insured is in sound condition at the time of attachment of this insurance, and further represents that the following condition(s) will exist during the term of this policy:

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

1. **Property Insured.** This policy insures property owned by the Insured, or property of others in the care, custody, or control of the Insured, while on exhibition at the location(s) specified above and while in due course of transit to or from the specified location(s).
2. **Perils Insured.** This policy insures against all risks of direct physical loss or damage to the property insured from any external cause, except as otherwise provided herein.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Michael E LaRocco
President

3. **Perils Excluded.** This policy does not insure against:
- (a) Loss or damage which is due and confined to wear and tear, inherent vice, gradual deterioration, insects, vermin, freezing, dampness of atmosphere, extremes of temperature, mechanical or electrical breakdown or failure, unless such damage is the result of other loss covered by this policy;
 - (b) Loss or damage caused by or resulting from delay, loss of market, loss of use or interruption of business;
 - (c) Loss or damage caused by or resulting from infidelity and dishonesty, either or both, of the Insured or any person or persons in the employ or service of the Insured whether or not such act or acts occurred during the regular hours of employment or service, or any person or persons to whom the property may be entrusted (carriers for hire excepted);
 - (d) Unexplained loss, mysterious disappearance, or shortage disclosed upon taking inventory,
- (e) Marring, scratching, breakage of glass or other fragile articles, unless directly caused by fire, lightning, explosion, aircraft or objects falling therefrom, vehicles while the property insured is not being transported, windstorm or hail.
4. **Deductible.** In the event of loss, all claims arising out of each occurrence shall be adjusted separately, and from the total of all such adjusted claims arising out of each occurrence, or the applicable amount(s) of insurance, whichever is the lesser, the sum specified above shall be deducted. Such deductible shall not apply, however, to loss or damage by fire or lightning.
5. **Coinurance.** The Company shall be liable for no greater proportion of any loss than the above stated percentage bears to the actual cash value of the property insured hereunder at the time when such loss shall happen. If this policy covers two or more items, this clause shall apply to each item separately.
6. **Property of Others.** At the option of the Company, loss or damage to property of others may be adjusted with and paid directly to the owner of the property or adjusted with and paid to the named Insured for account of whom it may concern.

Debris and Pollutant Removal Policy Amendment - 140866 02 86
Policy Amendment

Your policy is amended as follows:

1. The following Extension of Coverage is added. If your policy does not provide coverage for debris removal, this Extension of Coverage adds debris removal coverage. If your policy does provide debris removal coverage, any other debris removal coverage provided by your policy is deleted and replaced by this Extension of Coverage.

Debris Removal. We will pay your reasonable cost to remove the debris of insured property caused by or resulting from an insured peril which occurs during the policy period.

This coverage only applies if no later than 180 days from the date of loss or the end of the policy period, whichever comes first, you:

- (1) discover the loss, and
- (2) report the cost to us in writing.

We will pay up to 25% of the sum of:

- (1) the direct physical loss otherwise payable under the policy, and
- (2) the deductible.

Payments under this Debris Removal coverage will not increase the Limit of Liability applicable to the insured property.

Debris Removal Additional Limit. If your cost for debris removal exceeds the amount we pay under the Limit of Liability applicable to the insured property, we will pay up to the lesser of:

(1) 10% of the applicable Limit of Liability; or

(2) \$100,000

as an Additional Limit of Liability for debris removal.

We will not pay:

- (1) the cost to extract POLLUTANTS from land or water (except as provided under Pollutant Removal below);
- (2) the cost to repair, replace or restore property damaged or destroyed by debris removal;
- (3) the cost to remove debris from any location used for handling, treatment, storage or disposal of waste unless the policy is extended to cover property at that specifically identified location.

2. The following Extension of Coverage is added:

Pollutant Removal. We will pay your reasonable cost to extract POLLUTANTS from land or water. The release, discharge or dispersal of the POLLUTANTS must result from an insured loss and must occur during the policy period.

This coverage only applies if no later than 180 days from the date of loss or from the end of the policy period, whichever comes first, you:

- (1) discover the loss, and
- (2) report the cost to us in writing.

The most we will pay in any one loss is the lesser of:

This Form must be attached to Change Endorsement when issued after the policy is written
One of the Fireman's Fund Insurance Companies as named insured in the policy

James S. Koenen
Secretary

Michael E. LaRocco
President

- (1) 10% of the applicable Limit of Liability; or
- (2) \$10,000.

Under this Extension of Coverage, the most we will pay for all claims for loss which occurs at any one location during the policy period is \$10,000. If this policy is written for a term of more than one year, we will apply this limit separately to each consecutive year of the policy period.

We will not pay:

- (1) the cost to repair, replace or restore property damaged or destroyed by extraction of **POLLUTANTS**;
- (2) the cost to extract **POLLUTANTS** from land or water:
 - (a) at any location used for the handling, treatment, storage or disposal of waste unless the policy has been specifically extended to cover property at that location;
 - (b) at any location if the **POLLUTANTS** are released, dispersed or discharged from a location which is used for the handling, treatment, storage or disposal of waste unless the policy has been specifically extended to cover property at that location;
 - (c) at any location if the **POLLUTANTS** arise out of or are a consequence of nuclear reaction or radiation, or radioactive contamination.

The Coinsurance provision, if any, in this policy does not apply to this Extension of Coverage.

3. The following exclusions are added:

Ordinance or Law.

We do not cover loss or damage caused by or resulting from the enforcement of any ordinance or law:

- (1) regulating the use or repair of any property; or
- (2) requiring the tearing down or removal of any property,

including the cost of removing its debris.

Pollutants.

We do not cover loss or damage caused by or resulting from the release, discharge or dispersal of **POLLUTANTS** unless the release, discharge or dispersal is caused by one of the perils listed below applying to the insured property. But we do cover loss caused by any of the following perils which results from the release, discharge or dispersal of **POLLUTANTS**.

Perils: Fire or Lightning;
Explosion;
Aircraft or Vehicles;
Windstorm or Hail;
Riot or Civil Commotion;
Leakage from Fire Extinguishing Equipment;
Volcanic Action;
Vandalism or Malicious Mischief;
Collision, upset or overturn of a transporting vehicle.

4. For the purpose of this Endorsement, **POLLUTANTS** means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Amendatory Endorsement - Concurrent Cause - 141731 06 84
Policy Amendment Commercial Inland Marine

1. Perils Insured

The Perils Insured section of the Commercial Inland Marine forms attached to this policy is deleted and replaced by the following:

This policy insures against risks of direct physical loss or damage to the insured property unless the loss or damage is excluded under the Perils Excluded section of this policy.

2. Perils Excluded

The following are added to the Perils Excluded section:

A. When any of the following Perils Excluded apply:

- 1) Earthquake;
- 2) Flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray;
- 3) Water which backs up through sewers or drains;
- 4) Water below the surface of the ground;
- 5) War risk and governmental action;
- 6) Nuclear reaction or radiation;

Such loss or damage is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss or damage.

B. This policy does not insure against loss or damage caused by any of the following. However, any ensuing loss or damage not excluded or excepted in this policy is covered.

1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with any of the following Perils Excluded in this policy relating to:
 - a. Earthquake;
 - b. Flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray;
 - c. Water which backs up through sewers or drains;
 - d. Water below the surface of the ground;
 - e. War risk and governmental action;
 - f. Nuclear reaction or radiation;
2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
3. Faulty, inadequate or defective:
 - a. Planning, zoning, development; surveying, siting;
 - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Michael E LaRocco
President

- c. Materials used in repair, construction, renovation or remodeling; or
- d. Maintenance;
of part or all of any property wherever located.
- 4. Collapse except as provided in the Additional Coverage - Collapse section of this endorsement.

3. The Following is Added

Additional Coverage - Collapse. This policy insures against risk of direct physical loss or damage involving collapse of a building or structure or other insured property or any part thereof caused by one or more of the following:

- a. Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion;

vandalism or malicious mischief; breakage of glass; falling objects; weight of snow, ice or sleet; water damage; all only as insured against in this policy;

- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of people or personal property;
- e. Weight of rain which collects on a roof;
- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the limits of liability provided in this policy.

All other terms and conditions remain unchanged.

Fungi Limitation Endorsement – 145900 01 02

Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Commercial Property Coverage Part

Property-Gard Select Real and Personal Property Coverage Section

Commercial Inland Marine Coverage Part

Standard Property Policy

All Other Property or Inland Marine Coverage Forms, Sections, or Endorsements attached to this policy

1. The terms fungus and mold are deleted wherever they may appear in the coverage parts, coverage sections, forms or endorsements described above and attached to this policy.
2. The following exclusion applies to any coverage part, coverage form, coverage section, coverage provision, extension of coverage, additional coverage, coverage enhancement, or amendatory endorsement attached to this policy:
 - a. This insurance does not apply to any loss, damage, expense, injury, economic loss, economic detriment, liability, or claim, directly or indirectly, arising out of, caused by, resulting from, happening through, or in consequence of fungi, notwithstanding any other provision of this policy to the contrary. This includes the cost to test for, monitor, abate, mitigate, remove, dispose of, or remediate fungi.
 - b. Such loss, damage, expense, injury, economic loss, economic detriment, liability, or claim is excluded regardless of any other cause, condition, event, material, product or building component, that contributes concurrently or in any sequence to the loss, damage, expense, injury, economic loss, economic detriment, liability or claim.
3. The following coverage extension is added:

Fungi

- a. If fungi is the result of a Covered Cause of Loss, we will pay, subject to the limitation in subsection 3.d. (below), for:
 - (1) Direct physical loss of or damage to Covered Property, or Property Insured; or
 - (2) Your liability for property of others;

At the premises shown in the Declarations, caused by or resulting from fungi. This includes the necessary and reasonable cost incurred to test for, monitor, abate, mitigate, remove, dispose of, or remediate fungi.
- b. Coverage provided by this extension applies only if the presence of fungi is reported to us within 30 days of the occurrence of the covered loss that is alleged to have caused this condition.
- c. Coverage provided by this extension includes:
 - (1) The actual loss of Business Income you sustain;
 - (2) The necessary Extra Expense you incur; or
 - (3) Ordinance or Law Coverage;

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

David S Kloehnner
Secretary

Michael E LaRosa
President

if the Coverage Section, policy Declarations, or an endorsement attached to this policy show that you have Business Income, Extra Expense, or Ordinance or Law Coverage.

- d. Regardless of any other limits or coverages stated in this policy, or the number of locations involved, the most we will pay

under this coverage extension in any one occurrence or in the annual aggregate during this policy period is \$25,000. The provisions of this extension do not increase any Limits of Insurance provided by this policy.

4. Additional Definitions

- a. **Annual Aggregate** means the most we will pay for all loss or damage arising from all occurrence(s) during any one Policy Period. **Annual Aggregate Limit(s) of Insurance** are reduced by the amount of any paid loss insured under this coverage extension.

If the policy is written for a term of more than one year, we will apply the annual aggregate limit of insurance separately to each consecutive year of the Policy Period. If the policy is extended for a period of time that is less than a year, the annual aggregate from the prior term applies to the extended period of time.

- b. **Fungi** means all types of fungus, such as mildew and mold, and all of their resulting spores and byproducts, including mycotoxins and allergens. **Fungi** does not mean fungi for human ingestion.

For purposes of this **Fungi Coverage Extension**, fungi is not considered a pollutant.

This endorsement is otherwise subject to all other terms, conditions, provisions and stipulations of the policy to which it is attached.

Detrimental Code Exclusion 145901 01 02
Policy Amendment (s)

This endorsement modifies insurance provided under the following:

Commercial Property Coverage Part

Property-Gard Select Real and Personal Property Coverage Section

Commercial Inland Marine Coverage Part

Commercial Crime Coverage Part

Standard Property Policy

All Other Property, Inland Marine, or Crime Coverage Forms or Endorsements attached to this policy

The following exclusion applies to any coverage part, coverage form, coverage section, coverage provision, extension of coverage, additional coverage, coverage enhancement, or amendatory endorsement attached to this policy:

1. This insurance does not apply to any loss, damage, expense, injury, economic loss, economic detriment, liability, or claim, directly or indirectly, arising out of, caused by, resulting from, happening through, or in consequence of detrimental code, notwithstanding any other provision of this policy to the contrary.
2. Such loss, damage, expense, injury, economic loss, economic detriment, liability or claim is excluded regardless of any other cause, condition, or event that contributes concurrently or in any sequence to the loss, damage, expense, injury, economic loss, economic detriment, liability, or claim.

3. This exclusion applies regardless of who introduced the detrimental code, even if the detrimental code was introduced by your employees.

Definition:

Detrimental Code means any computer virus, program, routine, sub-routine, trojan horse, worm, script or other code string that destroys, alters or corrupts Covered Property, Property Insured, or property of others for which you are liable, regardless of how the detrimental code was introduced or acquired.

This endorsement is otherwise subject to all terms, conditions, provisions and stipulations of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

James S. Koenigsen
Secretary

Michael E. LaRocco
President

**Disclosure Of Premium And Estimated Premium For Certified Acts Of Terrorism Coverage
(Pursuant To Terrorism Risk Insurance Act) – 145927 12 07**

This Endorsement is attached to and made part of your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act, as amended. The portion of your premium attributable to such coverage is shown in the policy Declarations. This premium is based on the rates in effect at the time of policy issuance or policy anniversary and was calculated for the full term of the current policy period.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceed \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, as amended, then we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Possibility Of Additional or Return Premium

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act, as amended. If the federal program terminates or if the level or terms of federal participation change, the premium charge for acts of terrorism as shown in the Declarations of this policy may also change. If this policy contains a Conditional Exclusion, continuation of coverage for certified acts of terrorism, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If this policy does not contain a Conditional Exclusion, coverage for certified acts of terrorism will continue. In either case, when disposition of the federal program is determined, we will recalculate the premium charge made for those acts of terrorism covered by The Terrorism Risk Insurance Act, as amended, that remain covered by this policy after the disposition of the federal program. We will calculate the premium charge as follows:

1. We will calculate the pro-rated premium shown in the Declarations for acts of terrorism from the effective date of your policy to the date of expiration or change of the federal program.
2. We will calculate the pro-rated premium charge for acts of terrorism that remain covered for the policy period that remains in effect from the expiration or change of the federal Program to the anniversary or expiration date of your policy.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy.

James S. Koenigsmann
Secretary

Michael E. LaRocco
President

3. We will add the amount determined in D.1. above to the amount determined in D.2. above. Such premium will be your revised annual premium for coverage for acts of terrorism.
 - a. If the revised annual premium determined above is an additional premium, this additional premium may be waived by us for the remainder of the policy term.
 - b. If the revised annual premium determined above is a return premium, we will refund this amount to you.

All other terms and conditions of the policy remain unchanged.

Locked Vehicle Endorsement - 135151 08 88

Policy Amendment Commercial Inland Marine

Insured	LOS ANGELES UNIFIED SCHOOL DISTRICT (SEE ENDORSEMENT 001)	Policy Number	MXI93008724
Producer	ALLIANT INS SERVICES, INC.	Effective Date	07/01/2009

Schedule

This endorsement shall apply only to the following coverages when an X is entered in the applicable box and when they are provided in this policy:

- | | |
|--|--|
| <input type="checkbox"/> Contractors Equipment | <input type="checkbox"/> Bailees' Customers' Property Form - Cleaners, Dyers and Laundries |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Miscellaneous Bailees' Customers' Property Form |
| <input type="checkbox"/> Scheduled Articles Form | <input type="checkbox"/> Motor Truck Cargo Form |
| <input checked="" type="checkbox"/> EXHIBITION FLOATER | <input type="checkbox"/> |

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

The following Endorsement shall apply to coverage Forms only when specifically incorporated by reference through appropriate entry in the Declarations applicable to the specific Coverage Part.

We will not pay for any loss caused by, resulting from, contributed to or aggravated by theft - (including attempts thereat) from any vehicle, occurring while such

vehicle is unattended, unless the property is contained in a fully enclosed and securely locked body or compartment and the theft result from forcible entry, evidenced by visible marks. This exclusion shall not apply to property in the custody of carriers for hire, except when attached to the Motor Truck Cargo Coverage Form.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Michael E LaRosa
President

ENDORSEMENT 001**NAMED INSURED**

Insured	LOS ANGELES UNIFIED SCHOOL DISTRICT (SEE ENDORSEMENT 001)	Policy Number	MXI93008724
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Producer	ALLIANT INS SERVICES, INC.	Effective Date	07/01/2009
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The Named Insured is:

Los Angeles Unified School District and the Board of Education the City of Los Angeles Including but not limited to their Past or Present Members, Officers, Employees, Volunteers, Associated Student Organizations, Students and all commissions, Boards, Agencies and Authorities as now or may herein after exist.

ENDORSEMENT 002

VALUATION

<u>Insured</u>	LOS ANGELES UNIFIED SCHOOL DISTRICT (SEE ENDORSEMENT 001)	<u>Policy Number</u>	MXI93008724
<u>Producer</u>	ALLIANT INS SERVICES, INC.	<u>Effective Date</u>	07/01/2009

This Endorsement Changes The Policy. Please Read It Carefully.

Valuation

This Endorsement Modifies Insurance Provided Under The Following:

Exhibition Floater

Loss Adjustment Provisions B.3. Valuation in the Commercial Inland Marine Conditions is deleted and replaced by the following:

B.3. Valuation

The Value of Property will be the least of the following amounts:

1. The amount shown in the schedule;
2. The cost of reasonably restoring that property to its condition immediately before loss; or
3. The cost of replacing that property with substantially identical property, if replaced.

In the event of loss, the value of property will be determined as of the time of loss.

All other terms and conditions remaining unchanged.

APPROVED

NOV 15 2010

REPORT OF GENERAL MANAGER

DATE October 6, 2010

BOARD OF RECREATION
and PARK COMMISSIONERS

NO. 10-266

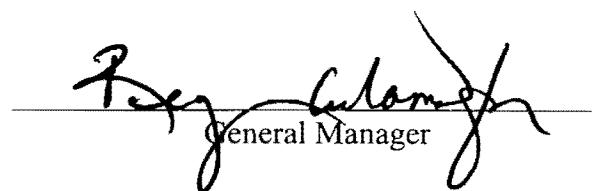
C.D. 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ROBERT F. KENNEDY INSPIRATION PARK - USE AGREEMENT BETWEEN THE DEPARTMENT OF RECREATION AND PARKS AND THE LOS ANGELES UNIFIED SCHOOL DISTRICT FOR THE OPERATION AND MAINTENANCE OF A NEW PARK ON A PORTION OF SCHOOL PROPERTY

R. Adams _____
H. Fujita _____
S. Huntley _____
V. Israel _____

F. Mok _____
K. Regan _____
*M. Shull _____
Car fr



General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve a proposed Use Agreement (Agreement), substantially in the form on file in the Board Office, between the Department of Recreation and Parks (Department) and the Los Angeles Unified School District (LAUSD), specifying the terms and conditions for the Department's operation and maintenance of a new park developed on a portion of school property at 3400 Wilshire Boulevard, subject to the approval of the Mayor per Executive Directive No. 3 and the City Attorney as to form;
2. Direct the Board Secretary to transmit forthwith the proposed Agreement to the City Attorney for review and approval as to form; and,
3. Authorize the President and Secretary to execute the Agreement upon obtaining the required approvals.

SUMMARY:

On November 15, 2006, through Report No. 06-338, the Board approved a Memorandum of Understanding ("MOU") between the Department of Recreation and Parks ("Department"), Los Angeles Unified School District ("LAUSD"), and Community Redevelopment Agency of Los Angeles ("CRA/LA"), executed on May 30, 2007, setting forth the mutual goals and intentions for

REPORT OF GENERAL MANAGER

PG. 2 NO. 10-266

the development of a new park on a portion of the school property at 3400 Wilshire Boulevard. Pursuant to the MOU, the LAUSD committed to building the park in conjunction with the school construction and agreed to eventually transfer operation and maintenance of the park to the Department for a period of ten (10) years. The Department agreed to such obligations and the CRA/LA committed to provide additional funding towards the park's development.

LAUSD has completed its construction of the new schools (elementary, middle, and high school) and park, currently known as the Robert F. Kennedy Community Schools (aka: Central Area Los Angeles New Learning Center No. 1 – "School") and Robert F. Kennedy Inspiration Park ("Park"), respectively. Attached here as Exhibit-A are site plans delineating the location of the Park on Wilshire Boulevard adjacent to the School and listing the location of each amenity located within the Park. The LAUSD opened the School to students and the Park to the public on September 13, 2010. Pending the execution of the agreement discussed in the previously executed MOU, the LAUSD agreed to operate and maintain the Park for the first thirty (30) days from its opening. Upon the City's approval and execution of the proposed Use Agreement ("Agreement"), the Department will take over the entire operation of the Park, but only a portion of the maintenance responsibilities, LAUSD has agreed to be responsible of certain art features described below.

The Park is a one-third acre pocket park, measuring approximately 194 feet in length and 48 feet in depth. The approximate total park area is 15,480 square feet with landscaping elements consisting of a small palm grove, canopy shade trees, sitting areas and permeable surfaces. The Park contains no fields, courts, playgrounds or other active recreational amenities. It is a passive park, with seating areas, walkways, a fountain, bike racks, and two shaded green areas and a utility building. The Park's art ("Artwork") and historical features are dedicated to Robert F. Kennedy, in memory of the Senator's assassination at the Ambassador Hotel in 1968. Such Artwork includes a certain bronze, sculpture known as the "Seaswept", a second art piece which includes a blue lithocrete floor with embedded LED lights and seating area, Ripple steel wall, and gold marble/black granite back wall veneer, and two (2) artist designed audio benches. Photos depicting the Artwork are attached hereto as Exhibit-B. The Park's historical components consist of certain remaining structural features from the original Ambassador Hotel, such as one of its pylons and two pylon walls, a gate pylon, historic light fixtures, two historic lighted signs, two concrete reliefs, a pylon mast and pylon fountain with a bronze sculpture, as depicted by the photos attached hereto as Exhibit-C.

The Kennedy family has officially supported development of the park and allowed the artists creating the park's Kennedy memorial access to the family archives to perform research. The memorial art component's theme is a tribute to Senator Kennedy's "ripple in the water" speech. Contemplated as an intimate, "inspirational" space for area residents, workers and visitors, the Park is meant to also be a visual buffer between the School complex and Wilshire Boulevard.

REPORT OF GENERAL MANAGER

PG. 3

NO. 10-266

For more than thirty years the Department and LAUSD have entered into joint-use, license, and other use agreements involving capital improvements, programming, and services at schools and park sites. To date there have been over forty such agreements executed between the two agencies, ranging in scope from the development and shared use of pools and gymnasiums to that of fields, courts, tracks and parks developed on LAUSD property. In this particular case, the scope of use relates only to the Park.

Pursuant to the terms and conditions of the proposed Agreement, the Department shall be primarily responsible for the Park for a period of ten (10) years, commencing on the date of the proposed Agreement's execution. The Park is not fenced or gated. The general public will have non-restricted access to the Park during the hours of 7:00 am to 9:00 pm, Monday thru Sunday, except when use of the Park is being made by LAUSD under the terms of Section 3 of the Use Agreement. Although the Department will be responsible for all operations at the Park, the maintenance responsibility will be shared in certain respects. LAUSD has agreed to be responsible for the maintenance and upkeep of the Artwork, with the Department being responsible for the remaining park features except for the pylon fountain with bronze sculpture, the two artist's audio benches and the typical methane mitigation vent pole. As the Artwork created by area artists and owned by the LAUSD is excluded from the Department's maintenance responsibilities, the LAUSD has agreed to provide insurance coverage at their sole expense, in addition to taking on the maintenance.

The park area, which is located within the boundary of the proposed new school, was determined to have a less than significant environmental impact in the EIR certified by LAUSD on October 26, 2004 for the Central Los Angeles Area New Learning Center No. 1 Project. The Department's operation of the Park under the terms of the proposed Agreement is consistent with the concept, plans and specifications for the Park and would not result in any additional environmental impacts. Therefore, Staff finds that the EIR is adequate for the proposed park and approval of the Agreement and no additional CEQA documentation is required.

The Assistant General Manager of Operations East, the Superintendent of Griffith/Metro Region and the Office of Council District Ten concur with staff's recommendations.

FISCAL IMPACT STATEMENT:

The Department has allocated baseline maintenance budget for fiscal year 2010-2011 of \$28,072, consisting of \$14,500 for materials and supplies and \$13,572 for as needed part-time salaries for maintenance staff.

This report was prepared by Joel Alvarez, Senior Management Analyst, Real Estate and Asset Management.

EXHIBIT-A

SCHOOL SITE PLAN

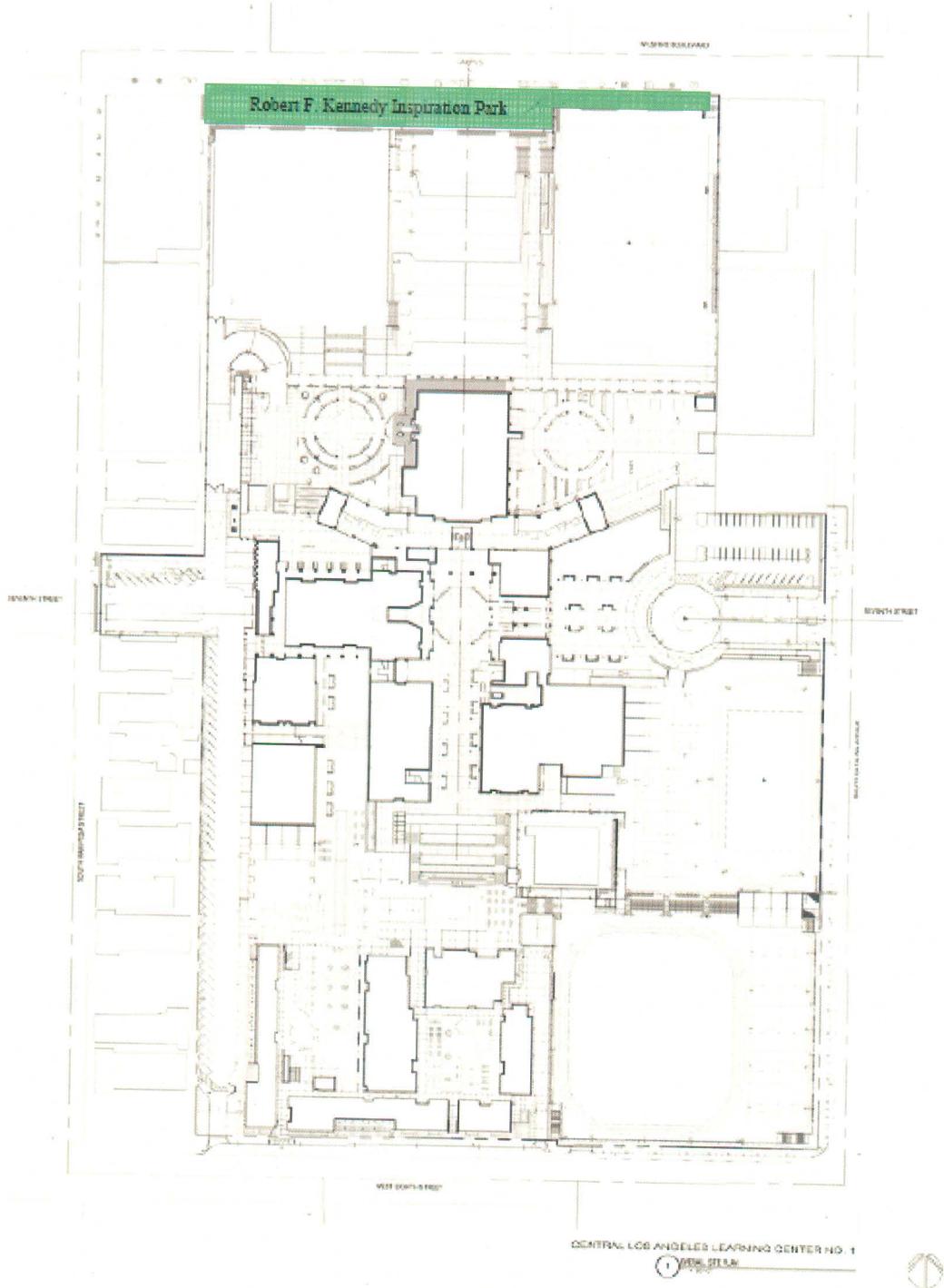


Exhibit-A (Continued)

PARK & SITE PLAN

The PARK is that certain open space area known as the "Robert F. Kennedy Park" located along Wilshire Boulevard, Los Angeles, California, and as depicted on the attached site plan. All features, improvements, infrastructure and systems located in, under, and supporting or providing service for the PARK are considered to be part of the PARK. Some of the notable PARK features, improvements, infrastructure and systems are as follows:

Historic Items:

- 1a. Pylon
- 1b. Pylon wall (2 walls, east and west)
- 1c. Pylon gate (3 gateway piers)
- 1d. Historic light fixture on top of pier (2)
- 1e. Historic lighted sign on top of pier (2)
- 1f. Concrete relief (2 reliefs)
- 1g. Mast on top of Pylon
- 1h. Pylon fountain with bronze sculpture (excluded from Section 4b.)

Other Items:

2. Grass Area (2 areas)
3. Metal Park benches (2 groupings)
4. Concrete sitting walls
5. Artist's audio bench (2 locations) (excluded from Section 4b)
6. Utility building including electrical panels
7. Lighting and electrical system: DWP transformer vault
- 7a. Electrical switchgear
- 7b. Typical pole mounted light fixture
- 7c. Typical light fixture bollard
8. Drinking fountain (2 locations)
9. Bike racks
10. Typical Methane mitigation vent pole

Exhibit-A (Continued)

PARK & SITE PLAN

- 1a. Pylon
- 1b. Pylon wall (2 walls, east and west)
- 1c. Pylon gate (3 gateway piers)
- 1d. Historic light fixture on top of pier (2)
- 1e. Historic lighted sign on top or pier (2)
- 1f. Concrete relief (2 reliefs)
- 1g. Mast on top of Pylon
- 1h. Pylon fountain with bronze sculpture--(excluded from Section 4b.)
- 2. Grass Area (2 areas)
- 3. Metal Park benches (2 groupings)
- 4. Concrete sitting walls
- 5. Artist's audio bench (2 locations)--(excluded from Section 4b)
- 6. Utility building including electrical panels
- 7. Lighting and electrical system: DWP transformer vault
- 7a. Electrical switchgear
- 7b. Typical pole mounted light fixture
- 7c. Typical light fixture bollard
- 8. Drinking fountain (2 locations)
- 9. Bike racks
- 10. Typical Methane mitigation vent pole--(excluded from Section 4b.)

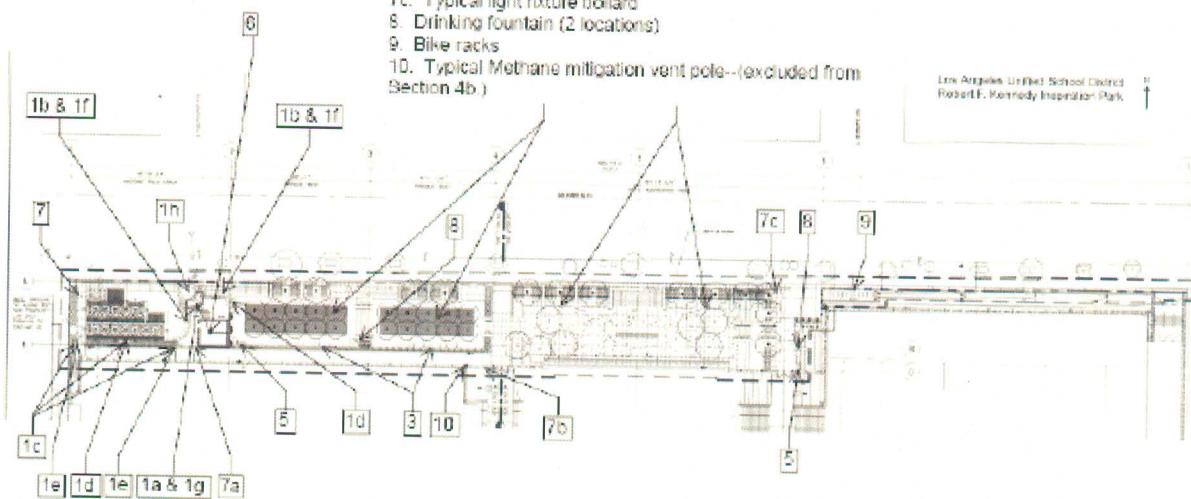
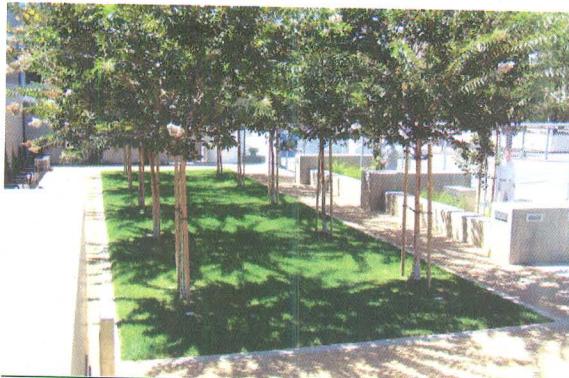


Exhibit-B

Robert F. Kennedy Inspiration Park Site Photos

Park Areas



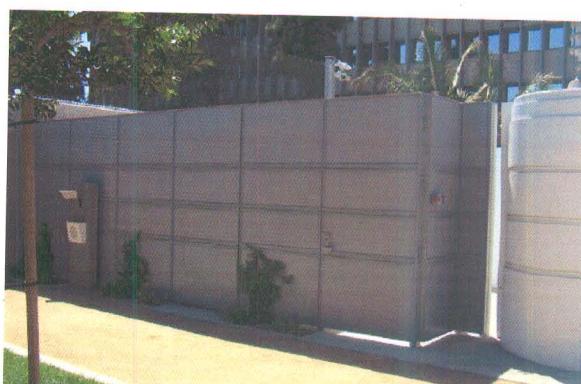
2; Western grass area



2; Eastern grass area



4; Concrete sitting areas



6; Utility building



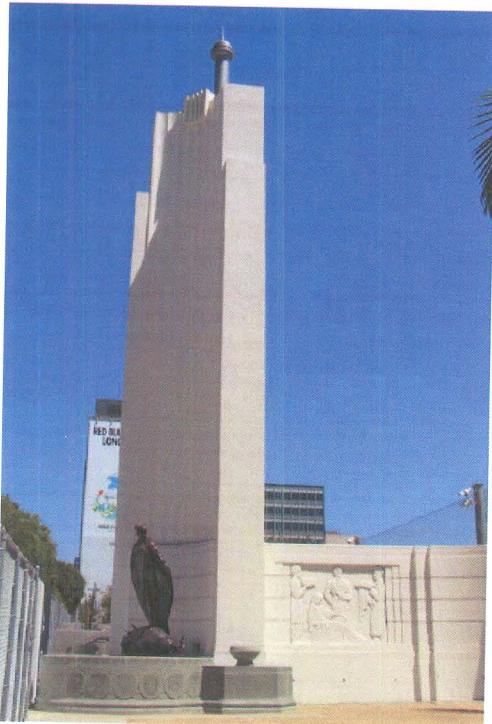
8; Drinking fountain east area



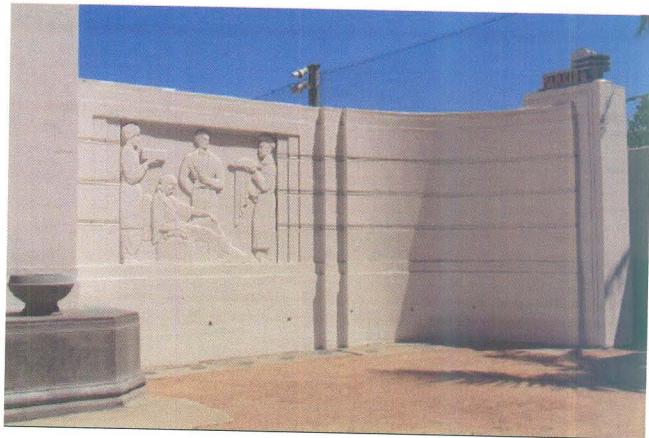
7; Typical light fixture bollards

Exhibit-B (Continued)

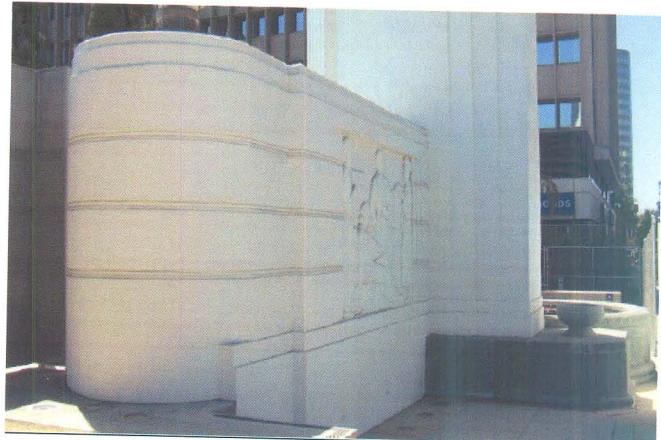
Park Historical Features



1a; 1g; Pylon and Mast



1b; 1c; 1f; Pylon west wall with concrete relief and eastern gateway pier



1b; 1d; 1f; Pylon east wall with concrete relief and historic light fixture



1c; Center gateway pier

Exhibit-B (Continued)

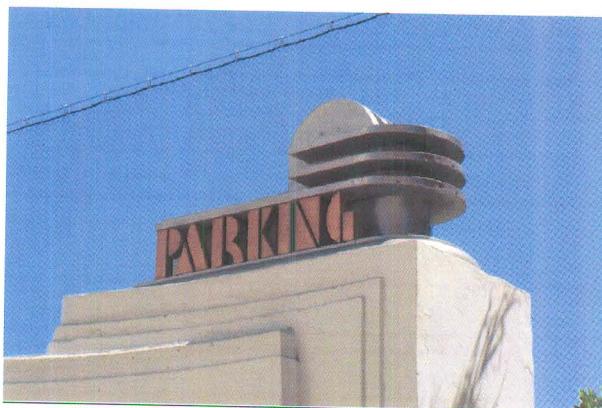
Park Historical Features(Continued)



1c: Western gateway pier



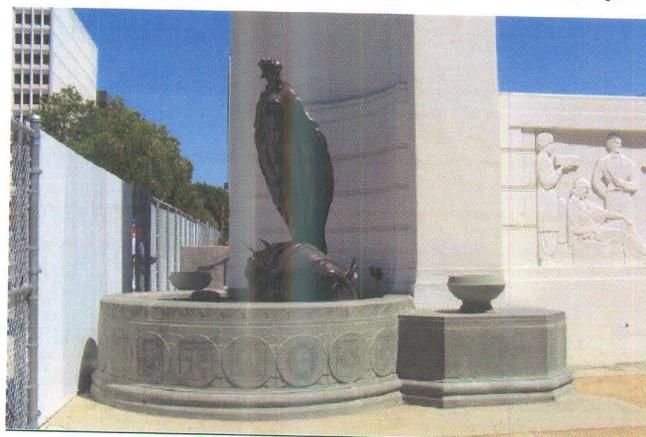
1d: Historic light fixture on center gateway pier



1e: Historic lighted sign on eastern gateway pier



1f: Historic lighted sign on western gateway pier

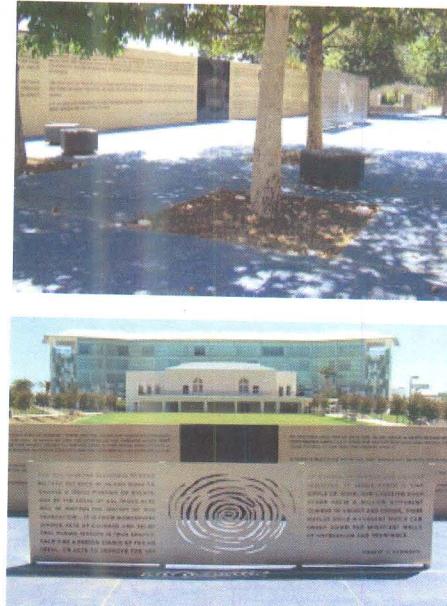
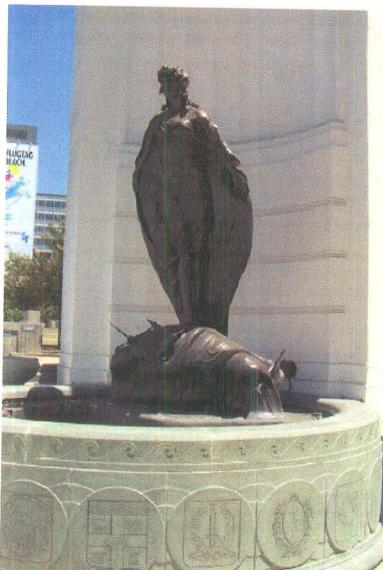


1g: Pylon fountain with bronze sculpture and vases
(Excluded from Section 4b.)

Exhibit-B (Continued)

Park Artwork

1. Bronze sculpture at the Pylon currently known as the “Seaswept.”
2. Art piece including blue lithocrete floor with embedded LED lights and seating area, Ripple steel wall, and gold marble/black granite back wall veneer.
3. Two (2) artist designed benches with audio capabilities.



2. Art piece with seating area.



1. “Seaswept Bronze Sculpture



3. Artist Designed Audio Benches

