The City Council, with certain statutory exceptions, can only take action upon properly posted and listed agenda items.

Unless otherwise noted in the Agenda, the Public can only comment on City-related businesses that are within the jurisdiction of the City Council and/or items listed on the Agenda during the Public Communications portion of this Meeting. The time limit for comments is five (5) minutes per person.

Before speaking to the City Council, please come to the podium and state: Your name, residence, and the organization you represent, if desired. Please respect the time limits.

In compliance with the Americans and Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk, 524-2305. Please notify 48 hours prior to the meeting, which will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
&
EL SEGUNDO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
TUESDAY, OCTOBER 10TH, 2017
EL SEGUNDO SCHOOL DISTRICT ADMINISTRATIVE OFFICES
BOARD ROOM
641 Sheldon Street, El Segundo, CA 90245
6:00 p.m.

6:00 P.M. SESSION

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL
PUBLIC COMMUNICATIONS – (Related to City Business Only) – 5 minute limit per person, 30 minute limit total) Pursuant to Government Code § 54954.3(a), the only public comment that will be permitted during this Special Meeting is that pertaining to the agenda item listed below. Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on their behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

SPECIAL ORDERS OF BUSINESS:

1. Consideration and possible action regarding those items set forth on Attachment A (some of which relate to City aquatic facilities and some of which relate to the relationship and financial issues that affect both the City and School District).

   Recommendation – 1) Take action on or provide direction regarding those matters identified on Attachment A.

2. Discussion and possible action to review options and terms of a potential agreement or revise the existing Joint Use Agreement (regarding the shared use of City and School District facilities) between the City and El Segundo Unified School District regarding the new El Segundo Aquatics Center at Wiseburn High School at 201 N. Douglas Street and Urho Saari Swim Stadium (also known as the plunge located at 219 West Mariposa Ave.

   Recommendation – 1) Discuss the potential financial and use terms of the agreement with the El Segundo Unified School District Board; and, 2) Provide direction to the City Manager on the terms and format of an agreement between the City and ESUSD for future use of the new El Segundo Aquatics Center.

ADJOURNMENT

POSTED: DATE: Oct. 5, 2017
TIME: 06:23 PM
NAME: [Signature]
### Attachment A

**Draft List of Interests Relevant to October 10, 2017 Meeting Agenda**

<table>
<thead>
<tr>
<th>City of El Segundo’s Interests</th>
<th>El Segundo Unified School District’s Interests</th>
</tr>
</thead>
<tbody>
<tr>
<td>An ongoing collegial and constructive working relationship between and among the leadership and staff of the City of El Segundo, ESUSD, and Wiseburn USD.</td>
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</tr>
<tr>
<td>Timely resolution of the current question regarding ESUSD’s dollar contribution to the funding of aquatics facilities used by ESUSD’s students.</td>
<td>Timely resolution of the current unresolved issue regarding ESUSD’s dollar contribution to the funding of aquatics facilities used by ESUSD’s students within ESUSD boundaries.</td>
</tr>
<tr>
<td>Timely resolution of any outstanding issues regarding ESUSD’s future use of the El Segundo Aquatics Center.</td>
<td></td>
</tr>
<tr>
<td>Providing quality recreation services to all members of the El Segundo community, especially the children.</td>
<td>Ensuring a quality and predictable aquatics program for ESUSD students, to include formalizing ESUSD’s future use of the El Segundo Aquatics Center and SAARI Plunge.</td>
</tr>
<tr>
<td>Exercising fiscal responsibility.</td>
<td>Maintaining appropriate resources and services for ESUSD, to include exercising fiscal responsibility.</td>
</tr>
<tr>
<td>Following through on any previously made commitments, e.g., the January 2016 settlement agreement.</td>
<td>Ensuring that there is a legal nexus to tie any financial contribution ESUSD would make to the City compliant with the laws regarding the expenditure of school district funds in the State of California.</td>
</tr>
</tbody>
</table>
Joint Meeting

El Segundo Unified School District
Board of Education
and
El Segundo City Council

October 10, 2017
6:00 pm

El Segundo Unified School District
Board Room
641 Sheldon Street
El Segundo, CA 90245
Tuesday, October 10, 2017
Joint Meeting of the El Segundo Unified School District Board of Education and El Segundo City Council at 6 p.m. District Administrative Offices Board Room, 641 Sheldon Street, El Segundo, CA 90245

To provide the City Manager and Superintendent with direction on resolving issues related to: ESUSD’s dollar contribution to the City of El Segundo toward the renovation of the Plunge; and Formalizing the terms of ESUSD’s use of the El Segundo Aquatics Center.

1. Opening Items

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. Welcome and Call to Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Oct 10, 2017 - Joint Meeting of the El Segundo Unified School District Board of Education and El Segundo City Council at 6 p.m. District Administrative Offices Board Room, 641 Sheldon Street, El Segundo, CA 90245</td>
</tr>
<tr>
<td>Category</td>
<td>1. Opening Items</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Procedural</td>
</tr>
</tbody>
</table>

The Board President and Mayor will welcome the participants and call the meeting to order.

<table>
<thead>
<tr>
<th>Subject</th>
<th>B. Pledge of Allegiance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Oct 10, 2017 - Joint Meeting of the El Segundo Unified School District Board of Education and El Segundo City Council at 6 p.m. District Administrative Offices Board Room, 641 Sheldon Street, El Segundo, CA 90245</td>
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<td>Access</td>
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</tr>
<tr>
<td>Type</td>
<td>Procedural</td>
</tr>
</tbody>
</table>

I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.

<table>
<thead>
<tr>
<th>Subject</th>
<th>C. Agenda Hearing Period - Public Communication</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
The Board President or Mayor will invite citizens to speak concerning any item on the agenda or other matter within the subject matter jurisdiction of the school district or city. This is not meant to be a debating period. Complaints and problems related to policy matters will be referred to the Superintendent or City Manager. Persons who have complaints against elected officials or the staff are encouraged to seek resolution of those complaints by utilization of the district written complaint procedure rather than orally addressing them at a meeting. Speakers are cautioned that under California law no person is immune from liability for making intentionally false or defamatory comments regarding any person simply because those comments are made at a public meeting.

**Items on the Agenda**

Board Bylaw 9323 states that the individual may be granted five (5) minutes to make a presentation to the Board and City for items on the agenda, with the total time devoted to presentations to the Board and City regarding items on the agenda not exceeding one-half hour (30 minutes). Person wishing to speak regarding items on the agenda will be invited to speak after the staff presentation on the agenda items and before Board and City discussion or action on the item.

**Items Not on the Agenda**

The person or organization spokesperson who wishes to make suggestions or identify concerns about matters affecting the schools or city which are not on the agenda may, at the discretion of the Board President or City Manager, be granted three (3) minutes to make a presentation to the Board and City, with the total time devoted to presentations to the Board and City regarding matters not on the agenda not exceeding fifteen (15) minutes.

<table>
<thead>
<tr>
<th>Subject</th>
<th>D. Approval of the Agenda</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Oct 10, 2017 - Joint Meeting of the El Segundo Unified School District Board of Education and El Segundo City Council at 6 p.m. District Administrative Offices Board Room, 641 Sheldon Street, El Segundo, CA 90245</td>
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<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Action</td>
</tr>
<tr>
<td>Recommended Action</td>
<td>The Superintendent and City Manager recommend Board of Education and City Council approval of the Joint Meeting Agenda.</td>
</tr>
</tbody>
</table>

**2. Discussion and Possible Action**

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. Introduction of the Issues</th>
</tr>
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<tbody>
<tr>
<td>Meeting</td>
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<tr>
<td>Category</td>
<td>2. Discussion and Possible Action</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Procedural</td>
</tr>
</tbody>
</table>

The joint meeting will be facilitated by Karen Orlandsky, Management Partners.

Introduction of the issues and interests of the City and ESUSD (City Manager, Superintendent)
- Comments/discussion on Attachment A, Draft List of Interests
- Identification of common interests

File Attachments
Attachment A.pdf (204 KB)
https://www.boarddocs.com/ca/esusd/Board.nsf/Private?open&login#
Subject: B. Review of the Options

Meeting: Oct 10, 2017 - Joint Meeting of the El Segundo Unified School District Board of Education and El Segundo City Council at 6 p.m. District Administrative Offices Board Room, 641 Sheldon Street, El Segundo, CA 90245

Category: 2. Discussion and Possible Action

Access: Public

Type: Presentation

Review of the options (City Manager, Superintendent)
- Comments/discussion/possible action on Attachment B, Resolution Options
- Recommendations on next steps

File Attachments
Attachment B.pdf (235 KB)

Subject: C. Discussion and Clarification

Meeting: Oct 10, 2017 - Joint Meeting of the El Segundo Unified School District Board of Education and El Segundo City Council at 6 p.m. District Administrative Offices Board Room, 641 Sheldon Street, El Segundo, CA 90245

Category: 2. Discussion and Possible Action

Access: Public

Type: Action, Discussion

El Segundo Unified Board of Education and El Segundo City Council Members participate in a discussion and ask questions regarding any remaining points of clarification.

Subject: D. Review of Agreed-Upon Next Steps

Meeting: Oct 10, 2017 - Joint Meeting of the El Segundo Unified School District Board of Education and El Segundo City Council at 6 p.m. District Administrative Offices Board Room, 641 Sheldon Street, El Segundo, CA 90245

Category: 2. Discussion and Possible Action

Access: Public

Type: Action, Discussion

Review of agreed-upon next steps by City and ESUSD (City Manager, Superintendent)

3. Closing Items

Subject: A. Brief Remarks - Oral Communication from the Audience
Meeting
Oct 10, 2017 - Joint Meeting of the El Segundo Unified School District Board of Education and El Segundo City Council at 6 p.m. District Administrative Offices Board Room, 641 Sheldon Street, El Segundo, CA 90245

Category
3. Closing Items

Access
Public

Type

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Subject
B. Adjournment

Meeting
Oct 10, 2017 - Joint Meeting of the El Segundo Unified School District Board of Education and El Segundo City Council at 6 p.m. District Administrative Offices Board Room, 641 Sheldon Street, El Segundo, CA 90245

Category
3. Closing Items

Access
Public

Type
Attachment A
Draft List of Interests
### Attachment A

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Attachment B

Resolution Options for Discussion
Attachment B
Resolution Options for Discussion

Option #1: Superintendent’s Proposal
In sum, an August 16, 2017 letter from the Superintendent to the City Manager proposes the following package of terms for a resolution:

a. A payment from ESUSD to the City of El Segundo that is calculated based on the percentage of SAARI Plunge use by ESUSD. An estimated total payment of $576,362 is based on a preliminary renovation cost estimate of $2,396,020 and an estimated ESUSD use rate of 24%.

b. Negotiation of a three-way agreement with the City of El Segundo, Wiseburn School District, and ESUSD regarding use of the El Segundo Aquatics Center.

Option #2: Developed by the City Manager
One set of alternative terms of resolution to consider is:

a. Agree to the payment amount from ESUSD toward the renovation of the SAARI Plunge as proposed in the Superintendent’s August 16, 2017 letter, but add a second provision regarding ongoing operating costs as outlined in (b) below.

b. An agreement that ESUSD will also pay the City of El Segundo an annual amount (to be determined) to support the ongoing costs of the City’s aquatics operations. This annual payment would be formalized in a joint agreement between the City of El Segundo and ESUSD that also outlines the terms of ESUSD’s use of the El Segundo Aquatics Center for X (to be determined) years.

Option #3: Developed by the City Manager
Another set of alternative terms for resolution to consider is:

a. A one-time payment of $X (to be determined at an amount higher than that proposed by the Superintendent in her August 16, 2017 letter) from ESUSD to the City of El Segundo that would be allocated toward the costs of renovating the SAARI Plunge.

b. A guarantee for ESUSD’s use of the El Segundo Aquatics Center for X (to be determined) years with the terms of that use formalized in a joint agreement between the City of El Segundo and ESUSD.
Background Information

Letter (and attachments) from Superintendent to City Manager
August 16, 2017

Dear Greg,

Attached please find a copy of the documents shared by El Segundo Unified School District (ESUSD) with City of El Segundo representatives at the August 9, 2017 City/School Subcommittee meeting. Present at the meeting for ESUSD were Dr. Bill Watkins, Mrs. Emilee Layne, and I. Mayor Suzanne Fuentes, Mayor Pro Tem Drew Boyles and Director of Parks and Recreation Meredith Petit were present on behalf of the City. Mayor Fuentes shared that you were unable to attend the meeting as you were kicking off a major event for the El Segundo Chamber of Commerce.

Since you were unable to attend, I would like to provide an explanation regarding the attachments. The first document provides a comparison of key finances between ESUSD and Wiseburn USD & DaVinci. This information was prepared by the District’s Chief Business Official, as a question regarding school funding had been raised by council members during the Strategic Planning meeting on August 8, 2017. This document is informational in nature. The second document is a chart by School Services of California. ESUSD is one of the 80 school districts who receive the least amount of funding under the current funding model by the state, whereas Wiseburn USD falls in the middle bar of 40% to 60% range. The third document is from Ed-Data website to show per-student revenue trends. Lastly, the final document was the ESUSD formula used to calculate percentage of usage of Urho Saari Swim Stadium, also known as the Plunge. The school district is a public agency and must be able to demonstrate a clear nexus to award funding to the City. I believe the offer the school district has made clearly meets that parameter. I believe I previously spoke informally to you about this offer on or about May 3, 2017.

The purpose of this letter is to request a three way agreement with the City of El Segundo, Wiseburn School District and El Segundo Unified School District regarding use of the El Segundo Aquatics Center. As I shared at the City/School Sub-Committee meeting, I have yet to receive response from the City regarding our request. With the ground-breaking on the Aquatics Center and impending construction, I believe it behooves both City Council and the Board of
Education to reach an agreement on this matter no later than December of 2017 in order to ensure the youth of El Segundo has access to the new aquatics facility.

Since the Aquatics Center is a shared project between the City of El Segundo and Wiseburn Unified School District, our legal counsel has advised that a three way agreement would be necessary regarding usage to ensure all parties’ needs are addressed. Based upon our productive discussions at the meeting, we agreed that in regards to the agreement our attorney Andreas Chialtas of Atkinson, Andelson, Loya, Ruud and Romo will contact your attorney. I have provided Mr. Chialtas the contact information for Mark Hensley from the City’s website.

In addition, I also request that the attached documents, including this letter be provided to all City Council Members. I would also like to schedule a follow-up meeting with you and Meredith Petit to review our calculation and also review the City’s calculation in order for further discussion, investigation and consideration. It is essential we agree on the numbers first in order to proceed further.

I also requested a joint meeting of the City Council and Board of Education. The meeting would be an opportunity to build bridges and discuss items of shared interest. This practice could take place on an annual basis in the fall after the school year has started and before the onset of the holiday season.

I look forward to hearing from you –

Melissa Moore, Ed.D.
Superintendent

Cc. Mayor Suzanne Fuentes
    Mayor Pro Tem Drew Boyles
    Council Member Mike Dugan
    Council Member Carol Pirszuk
    Council Member Don Brann

    Dr. Bill Watkins, ESUSD Board President
    Emilee Layne, ESUSD Vice President
    Nancy Cobb, ESUSD Board Clerk
    Dr. Jeanie Nishime, ESUSD Board Member
    Dr. Jim Garza, ESUSD Board Member
<table>
<thead>
<tr>
<th>Description</th>
<th>Wiseburn USD &amp; Davinci</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Total Students</td>
<td>4,301</td>
</tr>
<tr>
<td>B. Unduplicated Pupil Count Percentage</td>
<td>48.80%</td>
</tr>
<tr>
<td>C. State Funding Level</td>
<td>Middle</td>
</tr>
<tr>
<td>D. Budget – Unrestricted</td>
<td>$33.6 M</td>
</tr>
<tr>
<td>E. School Bond Measures Outstanding</td>
<td>$176.8 M</td>
</tr>
<tr>
<td>F. Parcel Tax – Annual and On Going</td>
<td>$1.8 M</td>
</tr>
<tr>
<td>G. Taxpayers Cost per $100,000 of Assessed Valuation</td>
<td>$184.62</td>
</tr>
<tr>
<td>H. Revenue per Student (Source Ed-Data)</td>
<td>$11,747</td>
</tr>
<tr>
<td>I. Developer Fees – 3 Years</td>
<td>$1,125,971</td>
</tr>
</tbody>
</table>
El Segundo USD and Wiseburn USD

### Per-Student Revenue Trends

#### El Segundo Unified

CDS Code 1964535-000000

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Avg All Districts</td>
<td>8,552</td>
<td>8,612</td>
<td>9,268</td>
<td>9,258</td>
<td>10,611</td>
</tr>
<tr>
<td>Avg Unified Districts</td>
<td>8,785</td>
<td>8,734</td>
<td>9,263</td>
<td>10,226</td>
<td>11,061</td>
</tr>
<tr>
<td>This District</td>
<td>8,532</td>
<td>8,764</td>
<td>9,348</td>
<td>10,288</td>
<td>12,050</td>
</tr>
</tbody>
</table>

#### Source

This chart shows per-student General Fund revenues over the past five years for this district. The graph also provides a comparison to average revenues for districts of the same type (i.e., all unified districts) and for all districts in California. The General Fund is the chief operating fund for school districts and most financial transactions flow through this fund. For more information, see our help article.

Data provided by Ed-Data/CDE/Ed Source/ FCMAT
Transitioning to Full Funding of LCFF Entitlements

Number of School Districts by Unduplicated Pupil Percent

- 0% - 20%: 80
- 20% - 40%: 151
- 40% - 60%: 219
- 60% - 80%: 229
- 80% - 100%: 264
## El Segundo USD
### SAARI Plunge Usage Calculation

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>SAARI Plunge—Preliminary Cost Estimate:</td>
<td>$2,396,020</td>
</tr>
<tr>
<td>B</td>
<td>SAARI Plunge—Operational Hours:</td>
<td>73</td>
</tr>
<tr>
<td>C</td>
<td>ESUSD Total Use of SAARI Plunge Hours:</td>
<td>18</td>
</tr>
<tr>
<td>D</td>
<td>Percentage of SAARI Plunge Use by ESUSD [18 hours (C) divided by 73 hours (B) = 24%]</td>
<td>24%</td>
</tr>
<tr>
<td>E</td>
<td>ESUSD Enrollment</td>
<td>3,486</td>
</tr>
</tbody>
</table>

**CALCULATION:**

SAARI Plunge—Preliminary Cost Estimate (A) of $2,396,020 Multiply by Percentage of ESUSD Usage (D), 24%

| F | Estimated Cost based on Usage | $576,362 |
Background Information

Scope and Estimated Costs for the Plunge Renovation
City of El Segundo
Uhro Saari Swim Stadium

Mechanical, Renovation, and Financial Analysis

FINAL REPORT and SUMMARY

April 10, 2015

Submitted by the Isaac Sports Group, LLC

Engineering Analysis by Arch Pac Aquatics
<table>
<thead>
<tr>
<th>#</th>
<th>Project elements</th>
<th>Priority</th>
<th>Code</th>
<th>Program Best Practice</th>
<th>Cost Saving</th>
<th>Mechanical</th>
<th>Locker Rooms</th>
<th>Pool &amp; Deck</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Demolish existing pool filters, recirculation systems and pool piping.</td>
<td>A</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Demolish existing concrete curb and scum gutters around pool perimeter.</td>
<td>B</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Provide new rain-flow style gutter with safety hand hold.</td>
<td>B</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Build chemical storage areas for the acid and chlorine which contain each of the</td>
<td>A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>seismically restrained dual containment tanks, where the off-gassing cannot have a</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>deleterious effect on the remainder of the equipment in the pool mechanical room.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Locate away from pool heaters and electrical cabinets. Mechanicaly exhaust each</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>containment area.</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Remove existing electrical service entrance and sub-panels, replace with new.</td>
<td>A</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Replace pool recirculation system piping - separate each by pool and construct surge</td>
<td>A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>tank for each pool at proper and required turnover rate.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Provide new pump and strainer for each pool with new filters. Pump to be flooded</td>
<td>A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>Consider creating pump pit</td>
</tr>
<tr>
<td></td>
<td>suction vertical style with VFD for energy efficiency locate in lower portion of pool</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>mechanical room.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Remove existing wall inlets and replace with new - adjust and balance as required.</td>
<td>B</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Remove existing main drain sumps and replace with VGB compliant sumps of proper</td>
<td>A</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>size and depth.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Provide tile depth markers and warning markers.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Patch tile.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>12</td>
<td>Provide pool safety signage.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>13</td>
<td>Provide chemical safety signage, equipment and data sheets.</td>
<td>A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Provide emergency eye wash and chemical safety equipment in chemical storage</td>
<td>A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>rooms.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Make-up water RPBBP for pool water makeup - automate same.</td>
<td>A</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>New pool heaters with external heat exchangers.</td>
<td>A</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Provide electrical bonding grid, grounding, gasketed electrical service panels and non-metallic conduits and GFCI breakers. Include pump shut-off and VFD</td>
<td>A</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Move chemical metering pumps to containment areas - dual contain feed lines and metering pumps.</td>
<td>A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19A</td>
<td>Provide underwater LED lights.</td>
<td>Option</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>19B</td>
<td>Provide LED Deck/Building lighting.</td>
<td>B</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>20</td>
<td>Make bathroom accessible with correct fixture count.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>21</td>
<td>Provide ADA access, possible family changing area in lieu of complete restroom</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>remodel.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Provide ADA lift for access to pools.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>23</td>
<td>Provide separate reduced pressure backflow prevention device for each pool and</td>
<td>A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>domestic water-surge tanks.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Project elements</td>
<td>Priority</td>
<td>Code Req?</td>
<td>Program Best Practice</td>
<td>Cost Saving</td>
<td>Mechanical</td>
<td>Locker Rooms</td>
<td>Pool &amp; Deck</td>
<td>Comments</td>
</tr>
<tr>
<td>----</td>
<td>---------------------------------------------------------------------------------</td>
<td>----------</td>
<td>-----------</td>
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<td>-------------</td>
<td>------------</td>
<td>--------------</td>
<td>------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>24</td>
<td>Provide new automated controller to minimize need for maintenance and operation.</td>
<td>A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Ensure backwash reception system (sanitary sewer) is of adequate size – based on filter selection.</td>
<td>A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Domestic hot water system – dedicated to each side, men’s &amp; women’s. Delete storage tank.</td>
<td>A</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>New pool deck equipment, backstroke poles, flags, starting blocks, stanchions, ladders, rope anchors, lane lines with tensioners, safety hooks and life buoys, and life guard stands, etc.</td>
<td>A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Not sure what would be needed if deck and gutters are redone</td>
</tr>
<tr>
<td>28</td>
<td>New emergency equipment, haz-mat station, spine board, etc.</td>
<td>A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>New chemical handling and safety equipment, including test kit and logs</td>
<td>A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>New maintenance equipment, vacuum, brushes, etc.</td>
<td>A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Add UV system to both pools</td>
<td>A</td>
<td>X*</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>*Recommended in new Model Aquatic Health Code</td>
</tr>
<tr>
<td>31A</td>
<td>Add dehumidification or exhaust system to natatorium</td>
<td>A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Fire extinguisher</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Stair to bleacher on west side similar to stair on east side.</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Pool Covers</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Train Maintenance and Operations Staff, provide manual of emergency procedures.</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>New exits with illuminated EXIT signs that are accessible. Separate from front entry – with proper hardware.</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Place hose bibs in proper locations as required by code.</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PROJECT COSTS

These estimated project costs were developed by ISG and Ken Moeller of Arch Pac Aquatics. The costs are based on current pricing in the California market with input from manufacturers and pool builders factored in. All of the recommendations are factored into the pricing in one of the three main project categories. These categories and costs are the following (rounded to nearest $1,000):

- Mechanical and Water Handling Systems  Priority #1  $1,643,000
- Locker Room and user amenities  Priority #2  $423,000
- Pool features, equipment, and miscellaneous  Priority #3  $330,000

TOTAL  $2,396,000

If all code related updates are required to be addressed during the first phase, the costing spreadsheet would need to be updated. The actual excel spreadsheet is included with this report to assist the City in moving project elements around as necessary within the costing structure.

Several assumptions and the overall approach to the pricing need to be mentioned.

- The pricing is on the high range in each project reflecting the unknowns that often come up in renovating old buildings
- Contingencies
  - A higher than normal contingency of 12% is used in the Mechanical and Water Handling project since there is still so much unknown about the piping under the deck and additional problems that may surface when work is started
  - A 10% contingency is used in the other two project areas
- Soft Costs
  - Contractor overhead and profit are both calculated at 10% of hard costs. This can be reduced if any work is done at the same time as the Aquatic Center or the same GC and pool contractor are used creating lower “package deal” pricing.
  - A & E fee is 8%
  - Overall soft costs are at the high end of most similar projects to be on the safe side
- Where there are questions of current equipment might be reused we have assumed that none of the existing equipment to be reused. Again, this pricing errs on the side of the higher cost projection.
- The specific equipment identified and priced are the most energy efficient and state of the art technology that provide the lowest annual operating costs, lowest long term maintenance costs, and the best return on investment.
- We have highlighted in green line items that we need to review with the City Public Works Department and the Recreation and Parks Department to assess the current equipment or determine specific needs.
- Explanations are included in the comment column as appropriate

The Costing Detail follows:
<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Area</th>
<th>Unit</th>
<th>Cost</th>
<th>Extension</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Demolish existing pool filters, pumps, recirc pipes</td>
<td>1.00</td>
<td>LS</td>
<td>$60,000.00</td>
<td>$60,000.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Demolish existing pool curb &amp; gutter</td>
<td>405.00</td>
<td>LF</td>
<td>$25.00</td>
<td>$10,150.00</td>
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</tr>
<tr>
<td>2</td>
<td>Demolish existing pool deck</td>
<td>4,820.00</td>
<td>SF</td>
<td>$9.00</td>
<td>$43,380.00</td>
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<tr>
<td>3</td>
<td>Backfill after bedding pipe for pool deck - 6'-0'' ave</td>
<td>715.00</td>
<td>CY</td>
<td>$60.00</td>
<td>$42,900.00</td>
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</tr>
<tr>
<td>4</td>
<td>New Pool Deck</td>
<td>4,820.00</td>
<td>SF</td>
<td>$16.00</td>
<td>$77,120.00</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>New Deck Drains with P-trap and san sew conn</td>
<td>425.00</td>
<td>LF</td>
<td>$70.00</td>
<td>$20,750.00</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>New rim-flow gutter with safety grip / Stn. Stl.</td>
<td>406.00</td>
<td>LF</td>
<td>$305.00</td>
<td>$123,830.00</td>
<td>May explore ways to reduce this cost with other butter option, but this is recommended option.</td>
</tr>
<tr>
<td>7</td>
<td>New Chemical Storage Rooms containment &amp; exhaust</td>
<td>150.00</td>
<td>SF</td>
<td>$500.00</td>
<td>$80,000.00</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Remove &amp; Replace electrical service &amp; subpanels NEMA 3R</td>
<td>1.00</td>
<td>LS</td>
<td>$100,000.00</td>
<td>$100,000.00</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Bonding &amp; Grounding &amp; GFCI's &amp; Shut-offs</td>
<td>500.00</td>
<td>LF</td>
<td>$8.00</td>
<td>$4,000.00</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Emergency Eye-wash - re-use existing</td>
<td>1.00</td>
<td>EA</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>RPBFP - with automated water makeup on two</td>
<td>3.00</td>
<td>EA</td>
<td>$6,000.00</td>
<td>$18,000.00</td>
<td>Reduced Pressure Back Flow Preventor</td>
</tr>
<tr>
<td>12</td>
<td>Surge Tank</td>
<td>2.00</td>
<td>EA</td>
<td>$24,000.00</td>
<td>$48,000.00</td>
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</tr>
<tr>
<td>13</td>
<td>Pump and Strainer with VFD for Senior Pool</td>
<td>20.00</td>
<td>HP</td>
<td>$1,700.00</td>
<td>$34,000.00</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Pump and Strainer with VFD for Junior Pool</td>
<td>10.00</td>
<td>EA</td>
<td>$1,700.00</td>
<td>$17,000.00</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Move chemical metering pumps to chemical containment</td>
<td>2.00</td>
<td>LS</td>
<td>$5,000.00</td>
<td>$10,000.00</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Pool Chemical Safety Equipment</td>
<td>1.00</td>
<td>LS</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Automated Controllers</td>
<td>1.00</td>
<td>EA</td>
<td>$13,000.00</td>
<td>$26,000.00</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Backwash receptor, sight glass &amp; piping</td>
<td>1.00</td>
<td>LS</td>
<td>$16,000.00</td>
<td>$16,000.00</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Haz-mat station</td>
<td>1.00</td>
<td>EA</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Filters-Main Pool Regenerative Media</td>
<td>1.00</td>
<td>EA</td>
<td>$90,000.00</td>
<td>$90,000.00</td>
<td>Includes labor and Installation</td>
</tr>
<tr>
<td>21</td>
<td>Filters-Teaching Pool Regenerative Media</td>
<td>1.00</td>
<td>EA</td>
<td>$40,000.00</td>
<td>$40,000.00</td>
<td>Includes labor and Installation</td>
</tr>
<tr>
<td>22</td>
<td>UV System-Main Pool</td>
<td>1.00</td>
<td>EA</td>
<td>$40,000.00</td>
<td>$40,000.00</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>UV System-Small Pool</td>
<td>1.00</td>
<td>EA</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Pool Heaters with external heat exchangers-Main Pool</td>
<td>1.00</td>
<td>EA</td>
<td>$80,000.00</td>
<td>$80,000.00</td>
<td>Cost may be saved by using the current pool heater for the main pool and only adding a small new heater for the teaching pool</td>
</tr>
<tr>
<td>25</td>
<td>Pool Heaters with external heat exchangers-Small Pool</td>
<td>1.00</td>
<td>EA</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Recirculation Piping for Senior Pool</td>
<td>1,000.00</td>
<td>LF</td>
<td>$30.00</td>
<td>$30,000.00</td>
<td>Assumes that all under deck and under pool piping needs to be replaced</td>
</tr>
<tr>
<td>27</td>
<td>Recirculation Piping for Junior Pool</td>
<td>500.00</td>
<td>LF</td>
<td>$28.00</td>
<td>$14,000.00</td>
<td>Assumes that all under deck and under pool piping needs to be replaced</td>
</tr>
<tr>
<td>#</td>
<td>Locker Room Renovation</td>
<td>AREA</td>
<td>UNIT</td>
<td>COST</td>
<td>EXTENSION</td>
<td>COMMENTS</td>
</tr>
<tr>
<td>----</td>
<td>--------------------------------------------</td>
<td>-------</td>
<td>------</td>
<td>-------</td>
<td>-----------</td>
<td>---------------------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Remaining demolition of current filter room</td>
<td>1.00</td>
<td>LS</td>
<td>$40,000.00</td>
<td>$40,000.00</td>
<td>Additional demolition to do changing rooms</td>
</tr>
<tr>
<td>21</td>
<td>Family Changing Area with ADA restroom</td>
<td>240.00</td>
<td>EA</td>
<td>$425.00</td>
<td>$102,000.00</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Domestic on-demand hot water heaters</td>
<td>5.00</td>
<td>EA</td>
<td>$3,000.00</td>
<td>$15,000.00</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Renovate Existing Restrooms</td>
<td>2,000.00</td>
<td>SF</td>
<td>$75.00</td>
<td>$150,000.00</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Toilet Partitions - plastic</td>
<td>2.00</td>
<td>SIDE</td>
<td>$10,000.00</td>
<td>$20,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**HARD COSTS SUBTOTAL - Mechanical Room and System Renovation**  
$1,085,130.00

**CONTINGENCY**  
12.00%  
$131,415.60

**CONTRACTOR OVERHEAD**  
10.00%  
$122,654.56

**CONTRACTOR PROFIT**  
10.00%  
$134,520.02

**BONDS & INSURANCE**  
2.50%  
$37,103.00

**TOTAL**  
$1,521,223.18

**A&E Fees for Renovation**  
8.00%  
$121,657.85

**GRAND TOTAL - Mechanical Room & Systems Renovation**  
$1,642,881.03

---

**HARD COSTS SUBTOTAL - Mechanical Room and System Renovation**  
$287,000.00

**CONTINGENCY**  
10.00%  
$28,700.00

**CONTRACTOR OVERHEAD**  
10.00%  
$31,570.00

**CONTRACTOR PROFIT**  
10.00%  
$34,727.00

**BONDS & INSURANCE**  
2.50%  
$9,549.93

**TOTAL**  
$391,546.93

**A&E Fee for Locker Room Renovation**  
8.00%  
$31,323.75

**GRAND TOTAL - Locker Room Renovation**  
$422,870.68

---

**Pool Renovation and Equipment**

<table>
<thead>
<tr>
<th>#</th>
<th>Area Description</th>
<th>AREA</th>
<th>UNIT</th>
<th>COST</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>New PVC bottom membrane with EPDM</td>
<td>900.00</td>
<td>SF</td>
<td>$16.00</td>
<td>$14,400.00</td>
</tr>
<tr>
<td>Item</td>
<td>Qty</td>
<td>Unit</td>
<td>Price</td>
<td>Amount</td>
<td>Description</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-----</td>
<td>------</td>
<td>-------</td>
<td>-------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Remove and Replace Wall Inlets</td>
<td>28</td>
<td>EA</td>
<td>$225</td>
<td>$6,000.00</td>
<td>May have to do during the system and deck renovation</td>
</tr>
<tr>
<td>VGB Compliant Main Drains &amp; Grates</td>
<td>4</td>
<td>EA</td>
<td>$3,000</td>
<td>$12,000.00</td>
<td>May have to do during the system and deck renovation</td>
</tr>
<tr>
<td>Tile Depth and Warning Markers</td>
<td>10</td>
<td>EA</td>
<td>$100</td>
<td>$1,000.00</td>
<td>May have to do during the system and deck renovation</td>
</tr>
<tr>
<td>Waterline tile &amp; 4'-6&quot; line</td>
<td>407</td>
<td>LF</td>
<td>$40</td>
<td>$16,280.00</td>
<td>May have to do during the system and deck renovation</td>
</tr>
<tr>
<td>Stair to bleachers on west side - from pool deck</td>
<td>1</td>
<td>EA</td>
<td>$5,000</td>
<td>$5,000.00</td>
<td>May need to discuss what to do with bleachers-this can also be a code issue</td>
</tr>
<tr>
<td>Ladders</td>
<td>6</td>
<td>EA</td>
<td>$2,000</td>
<td>$12,000.00</td>
<td>If a full pool wall replacement is done</td>
</tr>
<tr>
<td>Backstroke Stanchions &amp; Poles &amp; Flags</td>
<td>4</td>
<td>EA</td>
<td>$1,000</td>
<td>$4,000.00</td>
<td>Will need new anchors and budgeting for new poles-may be able to re-use existing poles</td>
</tr>
<tr>
<td>Reuse Diving Apparatus - replace after refurbish</td>
<td>1</td>
<td>LS</td>
<td>$4,000</td>
<td>$4,000.00</td>
<td>Review if new ones are needed</td>
</tr>
<tr>
<td>Line Lines</td>
<td>11</td>
<td>EA</td>
<td>$600</td>
<td>$6,600.00</td>
<td>Will need new ones with new gutter system</td>
</tr>
<tr>
<td>Lane Line anchors</td>
<td>24</td>
<td>EA</td>
<td>$200</td>
<td>$4,800.00</td>
<td>check status of current guard stands</td>
</tr>
<tr>
<td>Life Guard Stands</td>
<td>2</td>
<td>EA</td>
<td>$3,000</td>
<td>$6,000.00</td>
<td>check status of current equipment</td>
</tr>
<tr>
<td>Safety Hooks &amp; Ring Buoyys</td>
<td>3</td>
<td>EA</td>
<td>$4,000</td>
<td>$12,000.00</td>
<td>check status of current equipment</td>
</tr>
<tr>
<td>Pool Covers</td>
<td>5,511</td>
<td>SF</td>
<td>$4.00</td>
<td>$22,044.00</td>
<td>Divider for shallow/Deep area</td>
</tr>
<tr>
<td>New Floating Lane Lines &amp; 4'-6&quot; line</td>
<td>1</td>
<td>EA</td>
<td>$2,000</td>
<td>$2,000.00</td>
<td></td>
</tr>
<tr>
<td>Signage</td>
<td>1</td>
<td>LS</td>
<td>$4,000</td>
<td>$4,000.00</td>
<td></td>
</tr>
<tr>
<td>Hose bibs</td>
<td>8</td>
<td>EA</td>
<td>$750</td>
<td>$6,000.00</td>
<td></td>
</tr>
<tr>
<td>Natatorium Lights - LED</td>
<td>16</td>
<td>EA</td>
<td>$5,000</td>
<td>$80,000.00</td>
<td>New lighting-current lighting is over pool. Can reduce electric costs significantly</td>
</tr>
<tr>
<td>Exit Signage</td>
<td>5</td>
<td>LS</td>
<td>$1,000</td>
<td>$5,000.00</td>
<td></td>
</tr>
<tr>
<td>Fire Extinguishers</td>
<td>2</td>
<td>EA</td>
<td>$1,200</td>
<td>$2,400.00</td>
<td></td>
</tr>
<tr>
<td>Pool Maintenance Equipment</td>
<td>1</td>
<td>LS</td>
<td>$16,000</td>
<td>$16,000.00</td>
<td>Auto Vacuum and other cleaning and maintenance equipment. Need to review what is there now. May want to consider when you re-do deck as option. Is ther one currently present? New deck and gutter system would require new starting blocks. Would need to decide if you even want blocks in this pool with the new aquatic center.</td>
</tr>
<tr>
<td>LED Underwater lights with J-boxes</td>
<td>12</td>
<td>EA</td>
<td>$2,500</td>
<td>$2,500.00</td>
<td></td>
</tr>
<tr>
<td>Pool Lift</td>
<td>1</td>
<td>EA</td>
<td>$13,000</td>
<td>$13,000.00</td>
<td></td>
</tr>
<tr>
<td>Starting Blocks</td>
<td>10</td>
<td>EA</td>
<td>$2,800</td>
<td>$28,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**HARD COST SUBTOTAL - Pool Renovation**

$224,124.00

**CONTINGENCY**

10.00%  $22,412.40

**CONTRACTOR OVERHEAD**

10.00%  $24,653.64

**CONTRACTOR PROFIT**

10.00%  $27,119.00

**BONDS & INSURANCE**

2.50%  $7,457.73

**TOTAL**

$365,766.77
### Attachment #3

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>A&amp;E Fee for Pool Renovation</td>
<td>8.00%</td>
</tr>
<tr>
<td>GRAND TOTAL - Pool Renovation</td>
<td>$24,461.34</td>
</tr>
</tbody>
</table>

#### SUMMARY OF COSTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hard Costs</strong></td>
<td></td>
</tr>
<tr>
<td>Mechanical Room &amp; System Renovation</td>
<td>$1,095,130.00</td>
</tr>
<tr>
<td>Locker Room Renovation</td>
<td>$287,000.00</td>
</tr>
<tr>
<td>Pool &amp; Pool Deck Renovation</td>
<td>$224,124.00</td>
</tr>
<tr>
<td><strong>TOTAL HARD COSTS</strong></td>
<td>$1,606,254.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>H and S Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Soft Costs</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical Room &amp; System Renovation</td>
<td>39%</td>
<td>$426,093.18</td>
</tr>
<tr>
<td>Locker Room Renovation</td>
<td>36%</td>
<td>$104,546.93</td>
</tr>
<tr>
<td>Pool &amp; Pool Deck Renovation</td>
<td>36%</td>
<td>$81,642.77</td>
</tr>
<tr>
<td><strong>TOTAL SOFT COSTS</strong></td>
<td>$612,282.88</td>
<td>$2,218,536.88</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Costs</td>
<td></td>
</tr>
<tr>
<td>Mechanical Room &amp; System Renovation</td>
<td></td>
</tr>
<tr>
<td>Locker Room Renovation</td>
<td>$1,642,921.03</td>
</tr>
<tr>
<td>Pool &amp; Pool Deck Renovation</td>
<td>$422,870.68</td>
</tr>
<tr>
<td><strong>GRAND TOTAL ALL PROJECT ELEMENTS</strong></td>
<td>$2,396,019.83</td>
</tr>
</tbody>
</table>

## ADDITIONAL ADD-ON OPTIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>LED Underwater lights with J-boxes</td>
<td>12.00 EA</td>
<td>$2,500.00 $30,000.00 May want to consider when you re-do deck as option.</td>
</tr>
<tr>
<td>Pool Lift</td>
<td>1.00 EA</td>
<td>$13,000.00 $13,000.00 Is there one currently present?</td>
</tr>
<tr>
<td>Starting Blocks</td>
<td>10.00 EA</td>
<td>$2,800.00 $28,000.00 New deck and gutter system would require new starting blocks. Would need to decide if you even want blocks in this pool with the new aquatic center.</td>
</tr>
<tr>
<td>Ramp for Pool Access</td>
<td>1.00 EA</td>
<td>$70,000.00 $70,000.00 If pool deck is redone this would be a good add-on option based on updated programming needs. Challenged with Deck space but could be accommodated.</td>
</tr>
<tr>
<td>Lane Lines</td>
<td>11.00 EA</td>
<td>$600.00 $6,500.00 Review if new ones are needed</td>
</tr>
</tbody>
</table>

**HARD COST SUBTOTAL - OPTIONS And ADD ALTERNATES**

$147,600.00
FINANCIAL OPERATING COSTS and IMPACT

The recommended mechanical renovations and replacement all include new technology which will reduce annual operating costs in the following areas:

- Electricity use
- Natural Gas used for water heating
- Natural Gas used for shower and facility hot water
- Pool chemical usage
- Water and sewer usage

The annual operational savings for key elements are as follows:

Regenerative Media Filters with VFD (Variable Frequency Drives) and UV Purification System
- Water/Sewer savings of 75% per year = $5,250
- Electricity savings of 25% per year
- Chemical savings of approximately 20% per year = $2,600
- Natural Gas (pool water heating) 15%/year

New high efficiency pool heaters
- Natural Gas savings of 15%
- NOTE: Offset by 5% for warmer small pool

Currently utilities are lumped together in the budget, so the above savings would generate an overall annual savings of approximately 25% in current utility costs, equaling $17,500.

Total annual savings in operating costs per year (1st year) add up as follows:

- Water/Sewer $5,250
- Utilities (gas, electric) $17,500
- Pool Chemical $2,600

**TOTAL ANNUAL OPERATIONAL SAVINGS** $25,350

The use of indoor pool blanket covers could further reduce these savings by approximately $3,500 to $5,000/year.

These annual savings do not take into account the reduced or virtually eliminated routine maintenance on the current aging systems. Current Plunge operational actuals were used in these estimates. The savings will likely be greater in several years based on rising cost of water and utilities.

CONCLUSIONS

The Uhro Saari Swim Stadium will continue to be a very valuable resource for the residents of El Segundo. With the opening of the new El Segundo/Wiseburn High School Aquatic Center and the restructuring of the programming at the Swim Stadium this pool will actually provide aquatic programs and access to a wider range and number of El Segundo residents.
The Plunge has a sound pool tank and building structure that can last for many more years. The mechanical systems are badly out of date and do not meet current codes and require replacement in the very near future. It is hoped that this replacement can be executed after the Aquatic Center is opened and not required due to an overall system failure prior to the opening of the new pool. The mechanical systems updates will also generate approximately $25,000 or more in operational savings each year.

Once the mechanical systems are updated, space will be created in the current mechanical rooms to provide the much needed family and handicap accessible changing areas.

Additional code required updates are needed in many areas, including access, safety, signage, etc. The additional renovation recommendations are based on improving the experience for users, making the pool more user friendly for the full range of resident needs, and providing design support to meet the changing programming to be conducted at The Plunge.
Background Information

Joint Use Agreement for Public Recreation Facilities (2012)

First Amended and Restated Settlement Agreement between Wiseburn USD and the City of El Segundo (2016)
Agenda Item Details

Meeting  Aug 28, 2012 - El Segundo Unified School District Regular Board of Education Meeting at 6 p.m. District Administrative Office Board Room - 641 Sheldon Street, El Segundo, CA 90245

Category  7. Action Items

Subject  A. Approval of Joint Use Agreement for Public Recreation Facilities between the City of El Segundo and the El Segundo Unified School District

Access  Public

Type  Action

Recommended Action  The Superintendent requests Board of Education approval of the Joint Use Agreement for Public Recreation Facilities between the City of El Segundo and the El Segundo Unified School District.

Public Content

The City of El Segundo and the El Segundo Unified School District previously entered into an agreement governing the joint use of facilities which expires in September 2012. The agreement has improved the quality of education, recreation and extracurricular activities for residents, in particular the community's youth. The City and District intend to continue its long term partnership. The Amended and Restated Joint Use Agreement for Public Recreation Facilities Between the City of El Segundo and the El Segundo Unified School District is for a 10 year term due to expire in September 2022.

Your approval to execute the Amended and Restated Joint Use Agreement for Public Recreation Facilities Between the City of El Segundo and the El Segundo Unified School District equipment is requested.

Audio File 7A.MP3 (554 KB)

Executive Content

Motion & Voting

The Superintendent requests Board of Education approval of the Joint Use Agreement for Public Recreation Facilities between the City of El Segundo and the El Segundo Unified School District.

Motion by Jeanie M Nishime, second by Robin K Funk.

Final Resolution: Motion Carries

Yea: Jeanie M Nishime, Laura S Gabel, Ann M Coles, Robin K Funk, William J Watkins

Last Modified by Allison Anderson on August 30, 2012
AMENDED AND RESTATED JOINT USE AGREEMENT FOR PUBLIC RECREATION
FACILITIES BETWEEN THE CITY OF EL SEGUNDO AND EL SEGUNDO UNIFIED
SCHOOL DISTRICT OF LOS ANGELES COUNTY

This AGREEMENT is made and executed this 19th day of Sept., 2012, between the
CITY OF EL SEGUNDO, a municipal corporation ("City"), and the EL SEGUNDO UNIFIED
SCHOOL DISTRICT OF LOS ANGELES COUNTY, a California public school district
("District").

RECITALS

This Agreement is made with reference to the following facts and objectives:

A. Chapter 10, Part 7 of Division 1 (Section 10900, et seq.) of the Education Code of
the State of California authorizes and empowers school districts and cities to
organize, promote and conduct programs of community recreation to establish
systems of playgrounds and recreation, and acquire, improve, maintain and
operate centers within, or without the territorial limits of the city.

B. City owns, operates and maintains certain public recreation facilities known as El
Segundo Recreation Park (401 Sheldon Street); El Segundo Library Park (600
Block Main Street); El Segundo Hilltop Park (Maryland Street and Grand
Avenue); Urbio Saari Swim Stadium (219 West Mariposa); Acacia Park (623-25
West Acacia Avenue); Washington Park (Washington Street at Palm Avenue);
Constitution Park (Washington Street between Palm and Maple Avenue);
Sycamore Park (Sycamore Avenue and California Street); Kansas Park (Holly
Avenue and Kansas Street); Candy Cane Parkette (100 Block Whiting Street);
Campus El Segundo Athletic Fields (2201 East Mariposa Avenue); Freedom Park
(Illinois Street between Mariposa Avenue and Holly Avenue); Independence Park
(Washington Street between Walnut Avenue and Sycamore Avenue; Camp
Eucalyptus (641 California Street); El Segundo Teen Center and Skatepark (405
East Grand Avenue); The Lakes at El Segundo Golf Course (400 South Sepulveda
Boulevard); and certain improvements, including landscaping, lighting, utilities
and other fixtures on the property adjacent to the Richmond Street School (the
"City Owned Facilities"). The City also operates and maintains certain
improvements, including a ball field, turf areas, landscaping, lighting, utilities and
other fixtures on the property adjacent to the Richmond Street School located at
615 Richmond Street (the "615 Richmond Street Improvements"). The 615
Richmond Street Improvements and City Owned Facilities shall be collectively
defined as the "City Facilities."

C. District owns, operates and maintains certain school facilities known as El
Segundo High School (640 Main Street); Center Street School (700 Center
Street); El Segundo Middle School (332 Center Street); School District Offices
(641 Sheldon Street); Richmond Street School (615 Richmond Street); and
Eagles' Nest Preschool (641 Sheldon Street). The foregoing properties shall be
defined as the "District Facilities."
D. The aforementioned facilities are available for such uses as described in Recital A, when such use will not interfere with the owning party’s use of the facilities.

E. City and District have found that it will be to the public interest, economically and practically, to cooperate with each other in regard to the recreational use of the aforementioned facilities and therefore desire to enter into an agreement pursuant to the provisions of said Chapter 10 of the Education Code.

F. City and District previously entered into that certain agreement governing the joint use of their facilities dated September 12, 1990, which was subsequently amended on August 21, 1991 and amended and restated pursuant to that certain agreement dated December 8, 1992. City and District also entered into that certain Funding Agreement dated September 21, 1999, which was amended on September 19, 2000, wherein City generally agreed to pay District $250,000 annually to provide student services and maintain its facilities (the “Funding Agreement”). The Funding Agreement was subsequently superseded by that certain funding agreement between City and District dated June 19, 2001, as subsequently amended pursuant to that certain First Amendment to Agreement No. 2893, dated July 17, 2007; that certain Second Amendment to Agreement No. 2893, dated September 16, 2008; and that certain Third Amendment to Agreement No. 2893, dated March 23, 2011. These agreements are collectively referred to as the “Prior Agreements.”

G. City is concerned with the continued quality of education, recreation and extracurricular activities that its residents, particularly its minor residents, receive and desires to provide financial and staff support to District for purposes of maintaining and enhancing the availability of these services.

H. Such services benefit the youth of El Segundo by providing such youth with vital services that will lessen the need for City services such as police and park and recreation services and will result in better educated and healthier youth in the City.

I. City believes that District’s educational services play a critical role in providing the City with future citizens that will dedicate their time and knowledge to the community and thereby increase the quality of life in the City of El Segundo.

J. The benefits provided to the District herein shall be in addition to in-kind and other contributions provided to the District by the City, which are anticipated to total approximately $800,000 for fiscal year 2012-13. These in-kind services include but are not limited to the services approximately described on Exhibit A.

K. City and District hereby seek to amend and restate the Prior Agreements and add additional properties subject to the terms provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:
1. **Term.** This Agreement is for the term of ten (10) years, commencing on Sept. 19, 2012, and terminating Sept. 20, 2022. This Agreement may be renewed or extended upon mutual written agreement of the parties.

2. **District’s Use of City Facilities.** City agrees to allow District to utilize the City Facilities for educational programs, events or uses, under the direction and supervision of District in accordance with a schedule acceptable to City and District; provided, however, that such scheduled use cannot at any time interfere with the use of the City Facilities or equipment for the regular conduct of City-authorized recreation programs, events or uses. District will have priority over non-City authorized recreation programs, events or uses in the scheduling of City Facilities.

3. **City Use of District Facilities.** District agrees to allow City to utilize the District Facilities for programs, events or uses, under the direction and supervision of City in accordance with a schedule acceptable to City and District; provided, however, that such scheduled use cannot at any time interfere with the use of the District Facilities or equipment for the regular conduct of school programs, events or uses. City will have priority over non-school programs, events or uses in the scheduling of District Facilities during periods when they are not used for school purposes.

4. **Equipment and Personnel.** Each party hereto agrees to conduct and supervise their respective programs, events and uses on the other party’s facilities in conformance with their respective policies and budget limitations. It is agreed further in this regard, that the parties must provide all expendable supplies and materials and must furnish and compensate all personnel necessary to conduct their respective programs and activities, except as may be mutually agreed upon by City and District from time to time during the terms of this Agreement and as provided by law.

5. **Rules and Regulations.** During the conduct of such programs and activities, each party may formulate and enforce such rules and regulations as are acceptable to the other party, and are necessary to maintain proper standards of conduct and safety on said facilities for all age groups.

6. **Duty to Repair.** Each party agrees to comply with all existing rules regulating their respective properties including, without limitation, cleanup after using the property. Each party must repair, cause to be repaired, or reimburse the other for the cost of repairing damage to said facilities occurring during the period of use by that party, except where such damage may be attributed to ordinary or reasonable use of such facility. Except as otherwise provided for in this Agreement, each party will be responsible for normal operation, maintenance and repair of its own buildings and facilities. It is understood that both parties have the right in their respective sole and absolute discretion to make one or more of their facilities unavailable for use by the other party for purposes of repairing or making alterations to the facilities or because the facility is unfit for public use.

7. **Alterations.** Neither party may make, or cause to be made, any alterations to the other’s property, or any part thereof, without the other’s prior written consent. This section shall not apply to the 615 Richmond Street Improvements.
8. Indemnification.

A. District’s Indemnification. District must defend and hold City, its city council, officials, officers, agents and employees, free and harmless from any liability for loss, damage, injury or death to persons, or damage to or loss of property, including City property, arising out of District’s use of the City Facilities or any building, facility or equipment located thereon.

B. City’s Indemnification. City must defend and hold District, its Board of Education, officials, officers, agents and employees free and harmless from any liability for loss, damage, injury or death to persons, or damage to or loss of property, including District property, arising out of City’s use of the District Facilities or any building, facility or equipment located thereon.

9. Hazardous/Toxic Waste. Neither party has nor, to their knowledge, has any third party used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the District Facilities or City Facilities in violation of any law or regulation. The parties agree that they will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within their properties in violation of any law or regulation. As used in this section, “Hazardous Material” means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

10. Signs. Neither party may place any sign upon the other’s property without the owner’s prior written consent. The requesting party must pay for all costs of any approved signage and comply with all applicable sign codes and ordinances.

11. Insurance.

A. District’s Duty to Insure. District must keep in full force and effect during the term of this Agreement public liability insurance, insuring and protecting City and District from and against any and all liability of City for damages arising out of or connected with use by District, its agents, employees, permittees, and students of the City Facilities or any building, facility or equipment located thereon. All public liability insurance required hereunder must be in the minimum amount of Ten Million Dollars ($10,000,000) and a certificate of such insurance showing City as additional insured must be provided to City. Said certificate must provide that City will receive thirty (30) days notice of cancellation of said policy.

B. City’s Duty to Insure. City must keep in full force and effect during the term of this Agreement public liability insurance, insuring and protecting City and District from and against any and all liability of District for damages arising out of or connected with use by City, its agents, employees, and permittees of the District Facilities or any building, facility or equipment located thereon. All public liability insurance required hereunder must be in the minimum amount of Ten Million Dollars ($10,000,000) and a certificate of such insurance showing District as additional insured must be provided to District. Said certificate must provide that District will receive thirty (30) days notice of cancellation of said policy.
12. **Limitations on Use.** Neither party may permit any person or organization to use any of the facilities, buildings or accessories thereto where such use is inconsistent with the provisions of federal, state or local laws, including without limitation, Section 10900 through 10916 of the Education Code of the State of California, the El Segundo Municipal Code, or adopted City or District policies.

13. **Use Schedules.** District Superintendent of the School District and the City Manager of the City, or their designees, are hereby authorized and directed by their respective parties to develop necessary schedules and/or details in connection with the operation of the facilities pursuant to this Agreement which are consistent with the above-stated purposes.

14. **Funding of District Services.** In addition to any in-kind or other contributions the City elects to provide in its sole, absolute and unfettered discretion, City must, on or before October 1, 2012 and for each of the next three (3) years thereafter by October 1, pay District Two Hundred Fifty Thousand Dollars ($250,000) annually, for a potential total of One Million Dollars ($1,000,000). District must use such funds for providing student services and maintenance of facilities that serve the needs of District students and are not being funded by other sources. In the event that City determines that it is not in City's best interest to make any one or more of the payments required pursuant to this section (except for the first payment), City can terminate its obligation to make such payments by giving District thirty (30) days advance written notice of its intent to cancel its payment obligation hereunder for the fiscal year. In the event that City determines that it will not make a payment for a particular fiscal year, this Section will only require payment of costs for the current fiscal year and not any prior fiscal year in which the City decided not to make a payment.

15. **Termination.** Either party may terminate this Agreement at any time with or without cause upon written notification. However, if District terminates this Agreement during the first four (4) years of this Agreement, and City has made a payment to District pursuant to Section 14 of this Agreement, then District shall be obligated to refund a pro-rata amount of the annual payment made to District, if any, in the year the Agreement is terminated. Termination will be effective thirty (30) days after receiving notification. By executing this Agreement, the parties waive any and all claims for damages that may otherwise arise from early termination under this section.

16. **Successors and Assigns.** This Agreement is binding on the assigns, transferees and successors in interest of City and District whether said successor in interest is a unified school district or other political entity.

17. **Employees.** For purposes of this Agreement, all persons employed in the performance of services and functions for the City shall be deemed City employees and no City employee shall be considered as an employee of the District under the jurisdiction of the District, nor shall such City employees have any District pension, civil service, or other status while an employee of the City. For purposes of this Agreement, all persons employed in the performance of services and functions for the District shall be deemed District employees and no District employee shall be considered as an employee of the City under jurisdiction of the City, nor shall such District employees have any City pension, civil service, or other status while an employee of the District.
18. Entire Agreement. This Agreement represents the entire understanding of City and District with respect to the subject matter herein and all prior written and oral agreements regarding the subject matter herein are superseded by this Agreement.

19. Assignment. Neither party may assign this Agreement or any interest herein. Any such attempted assignment will be void.

20. Notices. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

District
El Segundo Unified School District
641 Sheidow Avenue
El Segundo, CA 90245

City
City Clerk
350 Main Street
El Segundo, CA 90245

Either party may change its address for the purpose of this section by giving written notice of the change to the other party.

21. Acceptance of Facsimile Signatures. The parties agree that agreements ancillary to this Agreement and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

22. Governing Law. This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.

23. Partial Invalidity. Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions will remain in effect, unimpaired by the holding.

24. Construction. The language of each party of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

25. Authority/Modification. The parties represent and warrant that all necessary action has been taken by the parties to authorize the undersigned to execute this Agreement and
to engage in the actions described herein. This Agreement may be modified by written agreement. City's City Manager, or designee, may execute such amendment on behalf of City.

26. **Counterparts.** This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which taken together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their officers duly authorized.

**EL SEGUNDO UNIFIED SCHOOL DISTRICT**

By

Superintendent

Approved As To Form:

District Counsel

By

**CITY OF EL SEGUNDO**

By

Carl Jacobson, Mayor

Attest:

Tracey Sherrill Weaver, City Clerk

Approved As To Form:

Mark Hensley, City Attorney


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Exhibit A

City of El Segundo
In-kind & Other Contributions to School District

*Projected* Fiscal Year 2012-2013

Budget 12-13 City-Wide Costs/In-kind School District FY 12-13/02/28/2013 23:28 AM
AGENDA DESCRIPTION:

Consideration and possible action to amend the Settlement Agreement between the City of El Segundo and Wiseburn School District related to the design and construction of a joint use aquatics facility located on school district property at 201 N. Douglas Street and authorize payment of $300,000 from the Aquatics Trust Account to cover costs associated with the architectural design phase. (Fiscal Impact: $300,000)

RECOMMENDED COUNCIL ACTION:

1. Authorize the Mayor to execute the amended settlement agreement in a form approved by the City Attorney;
2. Authorize the City Manager to pay $300,000 to Wiseburn Unified School District for architectural design services in accordance with the amended settlement agreement; and
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS: None

1. Amended Settlement Agreement

FISCAL IMPACT: $300,000

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<td>Account Number(s):</td>
<td>From 702-267-0000-1267 (Designation – Aquatics) 702-400-5202-8476 (Trust – Aquatics Facility)</td>
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PREPARED BY: Meredith Petit, Director of Recreation & Parks
REVIEWED BY: Greg Carpenter, City Manager
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

On May 21, 2013, the City of El Segundo and Wiseburn School District entered into a Settlement Agreement for the purposes of resolving a dispute regarding the proposed site of Wiseburn High School, 201 N. Douglas Street. A summary of each party’s obligations of the agreement are outlined below:

Wiseburn Obligations

- **Aquatics Facility** – Wiseburn agreed to improve 2 acres of its property with an aquatics facility consisting of a 50-meter competition pool, restrooms and locker facilities and aquatics facility parking lot and, if the budget allows, a smaller therapy pool.
- **Facility Financial Commitment** – Wiseburn agreed to commit $6,000,000 to the construction of the aquatics facility.
- **Joint Use Agreement** – Wiseburn and the City would negotiate a joint use agreement for the use of the Aquatics Center to accommodate Wiseburn, ESUSD, and the general public. The City and Wiseburn also agreed to explore joint use of the other athletic facilities at the proposed high
school and the Campus El Segundo athletic fields.

- **Term of the Agreement** – the term of the agreement would be after 25 years with the City having the ability to extend the agreement for an additional 25 years.

- **Timing** – Wiseburn agreed to prepare a modification to its EIR and prepare plans for the aquatics facility in a timely manner. The intent is to have the facility complete in late 2015. If the pool is not complete by June of 2017, a liquidated damages payment of $1.5 million would be paid to the City of El Segundo.

**City of El Segundo Obligations**

- **Dispute Resolution** – The City agreed to not dispute the EIR and not pursue a legal challenge related to the EIR or the purchase of the property.

- **Operations and Maintenance** – The City agreed to staff, operate and maintain the aquatics facility. While the intent would be to operate the facility throughout the term of the agreement, the city must, at a minimum, fully operate the facility for one year and operate it at a level that supports the school district’s use for at least 5 years.

- **Grand Avenue Extension** – The City’s General Plan anticipates Grand Avenue to be extended through this site at some future date. The City agreed to not extend the street through the property for as long as the property is used for a high school.

Since the execution of the original Settlement Agreement, the City and Wiseburn have worked cooperatively to explore facility design options, collect community feedback, and utilize the services of a consultant to conduct a financial analysis. On March 3, 2015, the City Council voted to select an upgraded pool design estimated to cost $10,600,000, and designated $1,800,000 from the City’s Aquatics Trust Account to the project, with the ultimate desire to seek donations to cover the funding gap beyond the $6,000,000 contribution from Wiseburn.

Due to developments that have occurred over the past two years it is necessary to update the original Settlement Agreement to ensure that the terms remain accurate as the project continues. The major revisions of the proposed amended agreement are outlined below:

- **Removal of Outdated Language** – much of Section 1 of the original agreement is no longer applicable as it is pertaining to the land use planning stages including purchase, zoning, EIR and CEQA requirements.

- **Project Description** – Section 2B has been updated to reflect the desired “Upgrade Option” for the facility, including the pool dimensions and auxiliary amenities.

- **Funding** – Sections 2C, 7C and 7D reflect an agreement that both parties will cooperate in efforts to seek outside funding to complete the project, and furthermore, should funding not be adequate that both parties will cooperate to reduce the cost of the facility through value engineering, reduction in scope, and/or elimination of equipment.

- **El Segundo Unified School District Usage** – Section 4A was revised to clarify that usage of the aquatics facility by ESUSD will be arranged through a separate Joint Use Agreement between the City and ESUSD.

- **Term of Operation** – Section 4B added a subsequent 25-year option to the term of the Joint Use Agreement, totaling 75 years.

- **Updated Reserve Fund Amounts** – Section 4C adjusted the annual amount each party is required to contribute to the replacement reserve fund, based on the updated construction costs and facility/equipment value. Additionally, Wiseburn Unified School District and Da Vinci Schools will contribute the City’s portion.
- **School Enrollment** – Section 6C increases the high school enrollment cap from 1,200 to 1,600 students

- **Design Phase Funding** – Section 7E states that the City of El Segundo agrees to provide $300,000 (non-refundable) to the District within 30 days of District receiving approved plans from the Division of the State Architect to share the costs of the architectural design phase.

- **Completion Date** – Section 9A provides an updated completion date of not later than July 31, 2018.

After the amended settlement and design payment is approved by the City Council, the architectural design phase will commence for the aquatics center, including detailed drawings and specifications, as well as equipment and material selections for the facility’s amenities.
FIRST AMENDED AND RESTATED SETTLEMENT AGREEMENT BETWEEN
THE WISEBURN UNIFIED SCHOOL DISTRICT AND
THE CITY OF EL SEGUNDO

This Agreement ("Agreement") is made and entered into this 19th day of January 2016 by and between the Wiseburn Unified School District, a school district organized in accordance with the California Education Code ("District") and the City of El Segundo, a general law city and municipal corporation ("City"). These parties may also be referred to in this Agreement individually as a "Party" and collectively as "Parties."

1. RECITALS. This Agreement is entered into with reference to the following facts and objectives:

A. On May 22, 2013, the Parties entered into a Settlement Agreement that resolved a dispute regarding District’s High School and the Property (the "Original Agreement"). To the extent they are applicable, the definitions set forth in the Original Agreement are incorporated into this Agreement by reference.

B. To the extent they continue to be relevant for purposes of this Agreement, the recitals set forth in Section 1 of the Original Agreement are incorporated by reference.

C. Since the Original Agreement was executed, representatives from each Party met to implement the terms and conditions of the Original Agreement.

D. Following a revision to the Project and an Addendum to the FEIR approved on November 20, 2014, the Parties identified additional mutual interests for helping to resolve the Dispute. Among other things, the Parties seek to construct a larger Aquatics Center than anticipated in the Original Agreement.

E. The District Board and City’s City Council believe that the public interest is served by settling the Dispute on the terms provided in this Agreement. This Agreement is intended by the Parties to resolve the Dispute in all respects.
FOR AND IN CONSIDERATION of the above-referenced recitals and the promises and covenants contained in this Agreement, the Parties agree as follows:

2. AQUATICS CENTER.

A. As described below, District agrees to design, and, if approved by the District Board, District agrees to cause construction of an “Aquatics Center” on the Property.

B. At a minimum, the Aquatics Center must encompass approximately two (2) acres at the northwest corner of the Property and include the following:

i. An outdoor 54 x 25 meter pool for swimming, water polo, physical education/recreational use. In addition, based on the El Segundo “Upgrade Option,” the Aquatics Center should include a snack or small kitchen facility and a four lane shallow warm up pool with separate changing facilities for men and women. If the Aquatics Center budget allows (as reasonably determined by each Party), the Aquatics Center should include spring board diving board.

ii. Two moveable bulkheads for short course swim.

iii. Associated support structures/facilities to include at a minimum locker rooms and restrooms with an additional family restroom.

iv. Separate meters for electricity, water, and gas to be installed to differentiate the Aquatics Center from the rest of the High School. If the Aquatics Center budget allows (as reasonably determined by each Party), the Aquatics Center should include a Cogeneration system.

v. The Aquatics Center may include solar panels to reduce the cost of utilities.

vi. The original conceptual design for the Aquatics Center is attached as Exhibit “A,” and incorporated by reference (the “Conceptual Design”) and
the New El Segundo Upgrade Option is attached in Exhibit “B” and incorporated by reference “New El Segundo Upgraded Option.”

C. If, before construction commences on the Aquatics Center, the final budget for the Aquatics Center provides inadequate funding for all of the options identified in Section 2(B), then the Parties agree to cooperate to reduce the cost of the Aquatic Center through value engineering; eliminating or reducing elements; and otherwise redesigning the Aquatics Center to make it more cost effective.

D. The Final Design.

i. The Final Design for the Aquatics Center must be consistent with all requirements of applicable law including, without limitation, the Education Code and California State high school facility requirements.

ii. The Final Design for the Aquatics Center will be consistent with, not be materially different from, and not be smaller than the Conceptual Design.

iii. District will form a Design Committee for the Aquatics Center and City will be entitled to representation on this Committee. District will accommodate, to the extent reasonable and feasible, the comments of City. Except as set forth in clause (iv) with respect to equipment choices for the Aquatics Center, the determination of the ultimate Final Design for the Aquatics Center rests with the District Board.

iv. With respect to decisions about equipment choices relating to operation efficiencies of the Aquatics Center and the quality of the equipment, District must implement the recommendations of City provided that such recommendations do not cause District’s total costs for the Aquatics Center to exceed project funding/budget of $6,000,000 as specified in Section 6(A) below, or City pays for any costs in excess of this amount.

v. Should City and District have a dispute regarding matters under clause (iv), District and City agree to submit such a dispute to nonbinding
mediation as quickly as is practicable. The mediator must be a person specializing in construction matters related to public agencies. If agreement can be reached, the Parties agree to enter into a written mediation settlement agreement setting forth the terms and conditions of the issues upon which the parties have come to an agreement. If the Parties enter into a mediation settlement agreement, it may be enforced in any court of competent jurisdiction. Both Parties agree to share the fees and costs of the mediation equally except that legal, witness, and expert costs are the direct responsibility of each individual Party.

E. None of the Parties may take any action in using, operating, or running the Aquatics Center that would jeopardize the tax exempt status of the bonds used to construct the Project and the Aquatics Center.

F. The Aquatics Center will be named “City of El Segundo – Wiseburn Unified School District Aquatics Center”, or such other name as mutually agreed to by District and City.

3. PROCESSING AQUATICS CENTER PROJECT.

A. Timing Milestones/Requirements:
   i. If the amended settlement agreement is approved by District Board, District must immediately modify its Project plans to include the Aquatics Center and submit such plans to the Division of State Architect (“DSA”) as soon as reasonably practical.
   ii. Once DSA approves the Aquatics Center plans, District must undertake construction pursuant to its normal procedures in a timely fashion. District must inform City on an ongoing basis regarding District’s progress and be provided the Notice Inviting Bids, as well as construction schedules submitted by the successful bidder.
iii. For any future change to the Aquatics Center, District will remain lead agency for CEQA purposes. Designation as lead agency does not require District to bear any or all costs of any future modification.

4. AQUATICS CENTER JOINT USE AGREEMENT.

A. The Parties agree to separately enter into a Joint Use Agreement ("JUA") for use of the Aquatics Center in accordance with the requirements of this Agreement. The JUA will be executed by the Parties to this Agreement only; no other person including, without limitation, the ESUSD, will be a party to the JUA or a third-party beneficiary. City may, in its sole discretion, determine how (or if) ESUSD may access or use the Aquatics Center other than as provided in this Agreement.

B. The JUA for the Aquatics Center must, at a minimum, provide as follows:

i. The term must be at least 25 years with a 25 year renewal option, and a subsequent 25 year renewal option that may only be exercised at City’s request.

ii. The form of the JUA must be substantially similar to existing joint facility use agreements between school districts and cities in California.

iii. Unless otherwise provided in the JUA, District and ESUSD will have exclusive (i.e., public use is prohibited during these times) and equal use of the Aquatics Center, including the therapy pool, Monday through Friday, for a maximum of six hours per day for the period commencing one week before the start of the District’s School Year through the end of the District’s School Year, and on select pre-agreed upon, non-school days which days cannot exceed twelve days per year. All other hours will be governed in accordance with Section 4(B)(vi) of this Agreement. The JUA may utilize a method for making changes to this schedule without amending this Agreement. For any such schedule, however, District and ESUSD uses must have priority over other recreational uses. Before the
academic year commences, District, ESUSD and City will develop a master calendar for Aquatics Center use. The District and the City agree to cooperate and entertain flexibility concerning scheduling of the uses of the Aquatic Center.

iv. District’s and ESUSD’s use of the Aquatics Center must be equitably determined by the JUA to accommodate, among other things, the El Segundo High School swim teams or water polo teams during times identified by the JUA to which the ESUSD may be a party.

v. City will have exclusive use of the Aquatics Center, including the therapy pool, during all days and times that District and/or ESUSD do not have such exclusive use. If District and ESUSD have different exclusive use periods and ESUSD has no objection, City may use the therapy pool during ESUSD’s sole exclusive use period. At all times during which City has use of the Aquatics Center, City may utilize its park permitting regulations as set forth in El Segundo Municipal Code (“ESMC”) §§ 9-8-1, et seq. for purposes of scheduling events at the Aquatics Center with the understanding that all persons residing in the District’s boundaries are considered City residents for purposes of the Aquatics Center only and entitled to use the Aquatics Center on the same terms and conditions as residents of the City. If it is determined that the park permitting regulations violate the bond restrictions, appropriate adjustments will be made by the City.

vi. Except as otherwise provided, City will operate the Aquatics Center for the term of the JUA. After the Aquatics Center receives its certificate of occupancy, however, City may cease operations after providing District with a two-year written notice. Notwithstanding City’s ability to cease operations, City will nevertheless, at a minimum, maintain and repair the
pool and therapy pool for use by District students for at least five years after the Aquatics Center receives its certificate of occupancy.

vii. City will provide as much notice as practicable before terminating the JUA.

viii. The JUA must contain a mutual defense, indemnification and hold harmless provision.

ix. The JUA must contain a requirement that each Party maintain appropriate levels of insurance to cover their respective use of the Aquatics Center in an amount to be agreed upon in the JUA.

x. The cost of utilities will be allocated between District and City based on their respective exclusive use periods for the Aquatics Center.

xi. During the term of the JUA, District’s share of revenue from the operation of the Aquatics Facility must be allocated to City to offset City’s share of operation and maintenance costs.

xii. ESUSD’s use of the Aquatics Center will be conditioned, at minimum, upon ESUSD agreeing to the mutual defense, indemnification and hold harmless, and providing necessary insurance.

C. Replacement Reserve Fund.

i. District and City will establish a replacement reserve fund ("Replacement Reserves") to be maintained by District. The timing of the payments will be governed by the JUA. The Replacement Reserves must be used by District to make necessary capital improvements. City is not entitled to reimbursement of any Replacement Reserves if it terminates the JUA, or the JUA expires, before the expenditure of such funds.

ii. For the initial 25 year term of the JUA, District must contribute the sum of $40,000 annually to the Replacement Reserves.
iii. If the second 25-year term of the JUA is exercised, District will annually contribute $40,000 to the Replacement Reserves.

iv. In any subsequent terms of the JUA beyond a total of 50 years, if they are exercised, District and City must each annually contribute $20,000 to the Replacement Reserves.

D. The terms of the JUA for the Aquatics Center must incorporate the deal points set forth above as well as other provisions of this Agreement and neither Party may object to the JUA if it substantially conforms to such terms. Failure of the Parties to agree in the JUA on minor, non-substantive issues and immaterial deviations are not grounds for invalidating this Agreement.

E. The JUA must include a provision requiring the Parties to submit any dispute involving the JUA to arbitration before any party can file a petition with the Los Angeles Superior Court.

i. Any dispute must be resolved by arbitration before a retired judge of the Superior Court of the State of California (the “Arbitrator”) under the auspices of Judicial Arbitration & Mediation Services, Inc. (“JAMS”).

ii. The arbitration must be conducted in Los Angeles County, California. Any party may be represented by counsel or other authorized representative.

iii. The decision rendered by the arbitrator will become binding upon the parties unless appealed to the Los Angeles County Superior Court within thirty (30) days of the decision. If subsequent litigation results in an award to the party appealing the arbitration that is less than or equal to that of the arbitration decision, or if the litigation results in a decision in favor of the nonappealing party, then the party appealing the arbitration will pay the nonappealing party’s attorney’s fees and court costs.

iv. Should a party timely object to the arbitration decision, it may file a petition with the Los Angeles County Superior Court in accordance with
California Code of Civil Procedure ("CCP") §§ 1285, et seq.
Notwithstanding the limitations set forth in CCP § 1286.2, the court may
vacate, correct, or adjust an arbitration award, and enter judgment in
accordance with CCP § 1287.4, for any legal or equitable basis including,
without limitation, error of law. The court will apply the substantial
evidence standard of review when considering the appeal of an objecting
party.

5. ATHLETIC FACILITIES JOINT USE AGREEMENT. The Parties agree to enter into an
agreement for use of the fields at the Project and at City-owned athletic fields at the northeast
corner of Mariposa Avenue and Nash Street (the "Athletic Field Agreement" or "AFA").
Further, the Parties agree to cooperate in identifying other athletic facilities where joint and
reciprocal use of athletic facilities may be possible. The AFA may be part of the JUA or a
separate agreement.

6. DISTRICT RESPONSIBILITIES. Without admitting that the FEIR is deficient, District
must undertake the following obligations in response to City’s concerns regarding the FEIR and
the Project:

A. District must pay up to $6,000,000 for the design, development, planning and
   construction of the Aquatics Center.

B. District will hold title to the Property and all improvements including, without
   limitation, the Aquatics Center.

C. District will cap daytime high school enrollment at the Property at 1600 students
to ensure Small Learning Communities.

D. District will devote appropriate and sufficient resources to maintain a safe and
   secure environment on the Property during school hours, including having a full
time Security Coordinator on the campus.

E. District will implement the mitigation measures set forth in the FEIR to ensure
   safe student drop-off areas which do not pose either a pedestrian or a vehicular
hazard on the surrounding public streets. If issues develop relating to drop-off and pick-up, District will work with City to resolve such matters.

F. District will make the Property available as an Emergency Shelter for the American Red Cross.

7. CITY RESPONSIBILITIES.

A. Operation and Maintenance. Once the Aquatics Center receives its final certificate of occupancy and is open to the public, City will operate and maintain it in accordance with the JUA.

B. Grand Extension. Unless required by law, City will not undertake a public works project to implement an east-west extension of Grand Avenue during the term of the JUA and so long as the Property is operated as a school.

C. Both Parties agree to cooperate in efforts to seek outside funding – whether through grants, donations, or corporate sponsorship – to help fund the Aquatics Center budget.

D. Should the budget be inadequate to construct the Aquatic Center as anticipated by this Agreement, and as otherwise modified in accordance with Section 2 of this Agreement, City may (in the City Council’s sole discretion) provide up to $1,800,000 in funding.

E. Notwithstanding any other provision, City agrees to provide $300,000 to the Aquatics Center budget for design costs, payable within 30 days of District receiving approved (stamped) plans from the Division of the State Architect (DSA). Should City opt to provide additional funds to the Aquatics Center budget, i.e., up to an additional $1,500,000, those funds will be provided to the Aquatics Center budget before bidding commences, in addition to all necessary funds to complete the Aquatic Center Project. City understands and agrees that the $300,000 provided for design costs will not be refunded to City even if this Agreement terminates or if District fails to build the Aquatics Center.
8. NO LIMITATION OF POWERS.

A. Nothing in this Agreement is intended to, nor can it, act as a limitation on City’s present or future exercise of municipal powers in accordance with the California Constitution and applicable law.

B. Nothing in this Agreement is intended to, nor can it, require the District Board to exercise its discretion in any way when considering whether to approve the Final Design.

9. REMEDIES/GUARANTEES OF PERFORMANCE.

A. District must build the Aquatics Center in accordance with this Agreement. The Parties agree that failure of District to meet this standard constitutes a default of this Agreement. The Parties agree that this default will result in damage and injury to City. The Parties further agree, however, that actual damages incurred by City as result of such default is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the parties have negotiated and have agreed that District is liable to, and must pay, City for liquidated damages, and not as a penalty, $1.5 million for District’s failure to construct the Aquatics Center. If for any reason District does not approve or construct the Aquatics Center, City is entitled to the sum of $1.5 million in liquidated damages to fully compensate the City for the loss of the ability to use the pool and the impacts on the City’s ability to provide adequate recreational facilities to its citizens. Recovering liquidated damages is the sole and exclusive remedy of City if the District does not approve or does not construct the Aquatics Center.

i. District must give at least 10 business days notice to City of the date and time of the meeting at which the District Board will consider the Aquatics Center. If District does not approve the Aquatics Center within two hundred ten (210) days after this Agreement becomes effective, City is immediately
entitled to such funds. The Parties may extend this date for good cause shown and by mutual written agreement.

ii. If, after any approval of the Aquatics Center, District decides not to construct the Aquatics Center, District will give City written notice of this decision and City is immediately entitled to liquidated damages.

iii. Absent third party litigation which delays the construction of the Aquatics Center, if no formal action is taken by District but the Aquatics Center is not under construction by the time the High School opens, City is entitled to liquidated damages.

iv. A notice of completion for the Aquatics Center must be recorded not later than July 31, 2018. If a notice of completion is not recorded by that date, City is entitled to liquidated damages. City’s entitlement to liquidated damages will be extinguished upon a notice of completion being recorded for the Aquatics Center.

10. COMPROMISE, SETTLEMENT, AND RELEASE. Except to the extent that City may exercise its police powers to enforce applicable law after the Aquatics Center is approved, in consideration of the mutual terms and conditions set forth in this Agreement, the Parties compromise and settle any and all past, present, or future claims, demands, obligations, or causes of action for compensatory or punitive damages, costs, losses, expenses, and compensation, whether based on tort, contract, or other theories of recovery, that the Parties have or might accrue arising from the Dispute or the Additional Review. Further, the Parties, on their respective behalves and those of their heirs, executors, administrators, and assigns fully release the other Party, its elected and appointed officials, employees, agents, and all other persons and associations, known or unknown, from any obligation or liability arising from the Dispute or the Additional Review. The Parties agree that this compromise, settlement, and release constitutes a bar to any claim involving the Dispute or the Additional Review.

11. GENERAL RELEASE OF ALL KNOWN OR UNKNOWN CLAIMS. The Parties acknowledge and agree that this Agreement applies to all claims that the Parties may have against
each other arising out of the Dispute for injuries, damages, or losses to person and property, real or personal, whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, or patent or latent, including those that may arise from the Additional Review.

12. CIVIL CODE § 1542. The Parties, or their representatives, certify that he or she read Civil Code § 1542, set forth below, and indicates that fact by initialing here: ____[CITY] ____[DISTRICT].

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

13. WAIVER OF § 1542 PROTECTIONS. After reading and understanding Civil Code § 1542, City and District voluntarily waive their application to this Agreement. City and District understand and acknowledge that the significance and consequence of this waiver is that even if City or District should eventually suffer additional damages arising out of the Dispute or the Additional Review, City and District will not be permitted to make any claim against the other Party for those damages. Furthermore, City and District acknowledge that City and District intend these consequences even as to claims for damages that may exist, and which, if known, would materially affect City’s and District’s decision to execute this Agreement, regardless of whether City’s or District’s lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

14. NO ASSISTANCE TO THIRD PARTY LITIGATION. City agrees that it will not directly or indirectly assist in any challenge brought by a third party against the District with respect to the Project, the Dispute or the Additional Review.

15. THIRD PARTY LITIGATION. If litigation is brought by a third party to challenge the construction, development or funding of the Project, District may act to void this Agreement. If District seeks to void this Agreement, it must provide written notice to City and City then has a new 30-day statute of limitations period in which to challenge the original approval of the Project based on any timely claims that could have been made at such time. The 30-day period commences upon
receipt of written notice by District. In the event, the District elects to void this Agreement pursuant
to this Section 15, any remedy for non-performance set forth in Section 9 will unavailable to City.
This Section will survive any voiding of the remaining Agreement.

16. LEGAL ADVICE. Each Party warrants and represents that in executing this Agreement, each
Party sought legal advice from the attorney of their choice, that the terms of this Agreement and its
consequences were completely read and explained to each Party by that attorney, and that each Party
fully understands the terms of this Agreement.

17. FULL DISCLOSURE. Each Party acknowledges and represents that each Party was apprised
of all relevant information and data relevant to the Dispute and this Agreement, including, without
limitation, future risks, complications, and costs. Each Party further acknowledges and represents
that, in executing this Agreement, the Party has not relied on any inducements, promises, or
representations made by the other Party or any representative of the other Party.

18. WAIVER. A waiver by either Party of any breach of any term, covenant, or condition
contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the
same or any other term, covenant, or condition contained in this Agreement, whether of the same
or different character.

19. NOTICES. All communications to either Party by the other Party will be deemed made
when received by such Party at its respective name and address as follows:

CITY
City of El Segundo
350 Main Street
El Segundo, California 90245
Attention: City Manager

DISTRICT
Wiseburn Unified School District
13530 Aviation Boulevard
Hawthorne, California 90250
Attention: Superintendent

Any such written communications by mail will be conclusively deemed to have been received by
the addressee upon deposit thereof in the United States Mail, postage prepaid and properly
addressed as noted above. In all other instances, notices will be deemed given at the time of
actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

20. ATTORNEYS' FEES AND COSTS. The Parties each agree to waive any entitlement of attorneys' fees and costs incurred with respect to the Dispute and the negotiation of this Agreement.

21. NO ADMISSION OF LIABILITY. It is understood and agreed that this settlement is a compromise of the Dispute, and that entry into this Agreement cannot be construed as an admission of liability on District's behalf.

22. INTERPRETATION. This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Agreement will be in Los Angeles County.

23. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the Parties. Except as otherwise provided, there are no other understandings, terms or other agreements, expressed or implied, oral or written.

24. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party. This Agreement is intended to, and does, amend and restate the Original Agreement. While specific provisions of the Original Agreement were incorporated by reference, the text of this Agreement takes precedence over any conflicting provision of the Original Agreement and accurately reflects the Parties' understandings.

25. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

26. CAPTIONS. The captions of the Sections of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.
27. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

28. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, earthquake, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the time periods within this Agreement will be automatically extended for the time period during which it is impracticable for the Parties to perform.

29. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. City's city manager may execute any such amendment on behalf of City.

30. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

Wiseburn Unified School District

City of El Segundo
Israel Mora
President, Board of Trustees

Suzanne Fuentes
Mayor

Tom Johnstone, Ed.D.
Superintendent

Greg Carpenter
City Manager

Approved as to Form:

John Dietrich,
Atkinson, Andelson, Loya, Ruud & Romo,
Attorneys for Wiseburn Unfied School District

Approved as to Form:

Mark D. Hensley,
City Attorney

SETTLEMENT AGREEMENT