



SMMUSD Financial Oversight Committee Minutes

Date: Thursday, June 13, 2019

Time: 7:00 pm to 9:00 pm

Location: Testing Room, SMMUSD Admin Offices
1651 16th Street, Santa Monica, CA 90404

I. Call to Order

7:02 pm

Committee Members: Seth Jacobson
Shawn Landres
Payal Maniar

Michael Kremer
Gordon Lee
Debbie Mulvaney

Staff: Melody Canady
Carey Upton departed @ 8:47 p.m.
Kim Nguyen

Gerardo Cruz
Jerry Gibson departed @ 8:46 p.m.
Richard Marchini departed @ 7:25 p.m.

Board Liaison: Craig Foster

Jon Kean

Absent: Alex Farivar
Tom Larmore
Shelly Slaugh Nahass
Laurie Lieberman

Joan Krenik
Marc Levis-Fitzgerald
~~Jon Kean~~

II. Approval of Agenda

7:04 pm

A motion was made by Ms. Maniar and seconded by Mr. Landres to approve the meeting agenda as amended.

Under Item IV. E. Election of ~~2018-19~~ **2019-20** FOC Chair and Vice Chair.

Under Item IV. F. FOC annual report to Board of Education ~~July 19, 2018~~ **July 18, 2019** joint meeting.

AYES: Six (6) (Mr. Jacobson, Mr. Kremer, Mr. Landres, Mr. Lee, Ms. Maniar, Ms. Mulvaney)

STUDENT ADVISORY VOTE: None (0)

NOES: None (0)

ABSENT: Five (5) (Mr. Farivar, Ms. Krenik, Mr. Larmore, Mr. Levis-Fitzgerald, Ms. Slaugh Nahass)

ABSTAIN: None (0)

III. Approval of FOC Meeting Minutes

7:05 pm

A motion was made by Mr. Lee and seconded by Ms. Maniar to approve the May 7, 2019 meeting minutes as amended:

Under Item I. Call to Order, reflected Mr. Landres' absence and the spelling of names Deeonn Ozaki and Ann Thanawalla.

Under Item II. Approval of FOC Meeting Minutes, reflected Mr. Landres' absence.

Under Item IV. A. Nominating Subcommittee Recommendation for Committee membership effective July 1, 2019, reflected Mr. Landres' absence.

Under Item VI. Public/Committee Comments, the spelling of names Nikki and Ann.

Ann Thanawalla addressed the committee regarding this item.

AYES: Five (5) (Mr. Jacobson, Mr. Kremer, Mr. Lee, Ms. Maniar, Ms. Mulvaney)

STUDENT ADVISORY VOTE: None (0)

NOES: None (0)

ABSENT: Five (5) (Mr. Farivar, Ms. Krenik, Mr. Larmore, Mr. Levis-Fitzgerald, Ms. Slauch Nahass)

ABSTAIN: One (1) (Mr. Landres)

IV. Discussion/Action Items

A. Food Services Pilot Program End of Year Update

7:11 pm

Mr. Marchini provided the committee with **an** end of year update of the Food Services Pilot program and participation rates. The handout may be found at the end of these minutes. Ann Thanawalla addressed the committee regarding this item.

B. Facility Use Department Direct Rate Fee Analysis

7:25 pm

Mr. Upton and Mr. Gibson provided the committee with a direct rate fee analysis. Mr. Gibson's report dated May 17, 2019 may be found at the end of these minutes. Ann Thanawalla addressed the committee regarding this item.

C. FOC Statement of Purpose

7:50 pm

The committee was provided a copy of the FOC statement of purpose, dated August 1, 2012 for review. The statement may be found at the end of these minutes. Ann Thanawalla addressed the committee regarding this item.

7:53 pm

D. Administrative Process

1. FOC Nomination Process

The committee discussed the nomination process **which will going-forward**, include **that all** applications and resumes **will** be submitted to the full committee membership **for review**. The nomination subcommittee will interview applicants and recommend all qualified candidates ~~to~~ **which shall** include the number of **total** openings ~~and alternates~~ **including returning members plus one alternate**.

A motion was introduced by Mr. Landres that FOC applications and resumes be posted publicly. Motion was not seconded; motion failed.

A motion was made by Mr. Lee and seconded by Mr. Jacobson that all members will see all applications; nomination subcommittee will conduct interviews and recommend to the full FOC the number of open seats and alternates.

AYES: Five (5) (Mr. Jacobson, Mr. Kremer, Mr. Lee, Ms. Maniar, Ms. Mulvaney)

STUDENT ADVISORY VOTE: None (0)

NOES: One (1) (Mr. Landres)

ABSENT: Five (5) (Mr. Farivar, Ms. Krenik, Mr. Larmore, Mr. Levis-Fitzgerald, Ms. Slaugh Nahass)

8:07 pm

2. Resumes of FOC members on District website

A motion was introduced by Mr. Landres to publicly post FOC applications. Motion was not seconded; motion failed.

Ann Thanawalla addressed the committee regarding this item.

AYES: Five (5) (Mr. Jacobson, Mr. Kremer, Mr. Lee, Ms. Maniar, Ms. Mulvaney)

STUDENT ADVISORY VOTE: None (0)

NOES: One (1) (Mr. Landres)

ABSENT: Five (5) (Mr. Farivar, Ms. Krenik, Mr. Larmore, Mr. Levis-Fitzgerald, Ms. Slaugh Nahass)

8:21 pm

E. Election of 2019-20 FOC Chair and Vice Chair

A motion was made by Mr. Landres and seconded by Ms. Maniar to recommend Mr. Jacobson as Chair and Mr. Kremer as Vice Chair of the Financial Oversight Committee.

AYES: Six (6) (Mr. Jacobson, Mr. Kremer, Mr. Landres, Mr. Lee, Ms. Maniar, Ms. Mulvaney)

STUDENT ADVISORY VOTE: None (0)

NOES: None (0)

ABSENT: Five (5) (Mr. Farivar, Ms. Krenik, Mr. Larmore, Mr. Levis-Fitzgerald, Ms. Slaugh Nahass)

ABSTAIN: None (0)

8:22 pm

F. FOC annual report to Board of Education on July 18, 2019

The committee discussed each of the respective subcommittee reports to be finalized into one complete FOC annual report. The 2018-19 FOC annual report may be found at: <http://www.smmusd.org/fiscal/BudgetDocs/FOCReporttoBOE071819.pdf>.

Ann Thanawalla addressed the committee regarding the Special Education Local Plan Area (SELPA) portion of the annual report.

8:36 pm

G. Malibu Joint Use Agreement

Mr. Upton reported that the joint use agreement with the City of Malibu is renewed every three (3) years. The **fee for the** horse equestrian park is \$1.00/year but a separate agreement. Mr. Upton's handouts may be found at the end of these minutes.

V. Staff Report: Assistant Superintendent, Business and Fiscal Services Melody Canady

8:46 pm

A. Update on ERAF status and negotiations with LACOE and/or the Auditor/Controller

Ms. Canady reported that the County Auditor knew in April 2018 that the District was basic aid but the District was not ~~notified~~ **notified** until seven (7) months later, in November 2018. The formula/calculation used to determine the ERAF amount has not yet been provided to the District.

Ms. Mulvaney reported that Paul Silvern, a charter member of the FOC, came across Summary of Distributions to Affected Taxing Entities Report since Inception through June 3, 2019 prepared by Los Angeles County Auditor-Controller and CRA/LA. The report shows how funds are generated through the redevelopment **agency** wind-down process each year and distributed to relevant taxing entities associated with that Agency. This chart may be found at the end of these minutes.

8:54 pm

B. Update on TRANs status

The committee was provided a TRANs cost comparison of standalone versus pooled sale. The TRANs standalone financing appears to have lower all-in cost (1.51%) compared to a pooled financing sale (1.56%) or approximately \$11,500 in total costs savings given the assumptions in the handout. A copy of the TRANs discussion presentation may be found at the end of these minutes.

C. Budget Update

8:58 pm

Ms. Canady provided the committee with preliminary budget presentation from the June 6, 2019 Board of Education meeting along with a multi-year projections/unrestricted general fund worksheet. The committee suggested the following budget clarifications:

- Breakdown of **the** 336 student decrease by site
- Confirm **the** County Interest Rate on Assumptions Page of presentation.
- Remove line 39 (Malibu Ed Foundation (tbd) Expenses) from 5-year MYP
- Remove line 41 (Malibu Realignment (Cabrillo)) from 5-year MYP
- ~~Shawn confirmed to use~~ **Mr. Landres wanted to confirm the District was using** figures from last city projection as presented in line 14 (Meas Y & GSH/City of SM) of 5-year MYP.
- Add TRANs cost to budget
- Confirm SSC Fiscal Report published CalSTRS Rates

The preliminary budget presentation may be found at:

<http://www.smmusd.org/fiscal/BudgetDocs/PrelimBudgetPresent060619.pdf>.

The multi-year projections/unrestricted general fund worksheet may be found at the end of these minutes.

VI. Receive and File (Limited Discussion)

9:44 pm

- A. School Services of California Fiscal Report “*2018-19 First Interim Report Negative and Qualified Certifications*” for publication date: March 22, 2019 Volume 39 No. 6
- B. “*Big California School District woes may be tip of the iceberg*” by Keeley Webster Published March 14, 2019
- C. April 1, 2019 email re: *Board of Education Adopts Sustainability Plan to Guide District Conservation Efforts*

VII. Public / Committee Comments None

VIII. Next Meeting: Thursday, July 18, 2019

IX. Adjournment: The meeting adjourned at 9:44 p.m.

Pilot Program Update

■ POS computer and programs \$72,742

- Install on December 3, 2019

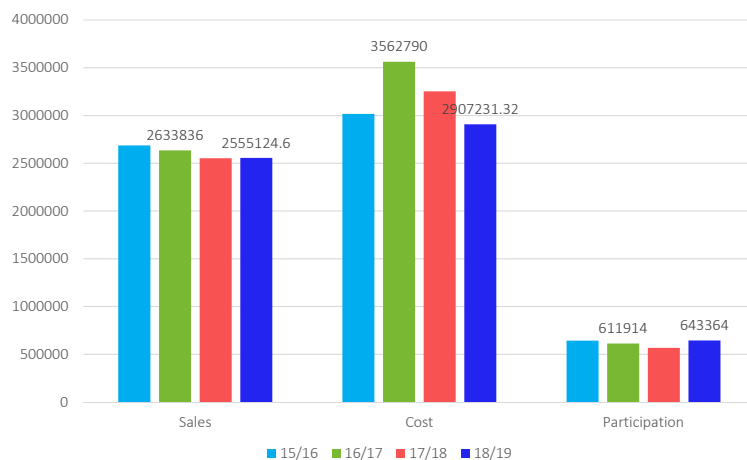
■ Uniforms/Polo shirt \$ 6,760

- Distributed to staff January 7, 2018

■ Equipment: \$132,884

- 4 Convection ovens at SAMO
- 1 Grill and 1 Griddle at SAMO
- 2 Combi Ovens at SAMO
- 2 Convection ovens at Malibu High
- 1 Grill and 1 griddle at Malibu High

Participation Rates





SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

Facility Use Department Direct Rate Fee Analysis

May 17, 2019

Prepared by Jerry Gibson
JGibson@SMMUSD.org
Facility Use Manager
SMMUSD

Direct Cost Fee Analysis

At the Board's request, this study has been completed to determine the correct "direct" rate for a sample of locations throughout the District. This study was completed using the template provided by the State of California in conjunction with the Civic Center Act and includes, among other items, determining the use of specific locations by category, staffing costs to maintain the facility, cost of utilities, the useful life of a facility, the cost to replace the facility, the cost of supplies to clean and maintain and prorated salaries and benefits paid to employees for administering the Civic Center Act. These calculations were based on 6 locations and used to determine the "direct cost" of each facility. The chart below identifies each facility, its current direct rate and the correct direct rate.

The study finds that we are, on average, 24% under the correct "direct rate", which in fact, requires the District to subsidize all facility rentals from the general fund.


For example, Adams Gym is currently listed at \$82.80 at the direct rate. After completing the study, it is determined that the correct direct rate for Adams Gym is \$94.69 per hour (13% under current rate). This provides a loss of \$11.89 per hour that is subsidized by the General Fund. As we move into Basic, Community/Afterschool, and Affiliate rates, the subsidies are increased.

The chart below provides a summary of the study. A complete analysis provided in the following pages.

Location	CURRENT DIRECT RATE	CORRECT DIRECT RATE	SUBSIDY PER HOUR	% UNDER CORRECT DIRECT RATE	Current Commercial Rate
Adams Gym	\$ 82.80	\$ 94.69	\$ 11.89	13%	\$ 138.00
Lincoln Theatre	\$ 129.33	\$ 175.27	\$ 45.94	26%	\$ 172.00
Lincoln Cafeteria	\$ 62.10	\$ 85.74	\$ 23.64	28%	\$ 103.50
Lincoln Field (meet)	\$ 51.60	\$ 203.63	\$ 152.03	75%	\$ 86.00
Lincoln Field (event)	\$ 72.00	\$ 203.63	\$ 131.63	65%	\$ 120.00
Samohi Classroom	\$ 20.70	\$ 13.35	\$ (7.35)	-55%	\$ 57.50
Samohi Pool (practice)	\$ 112.80	\$ 137.97	\$ 25.17	18%	\$ 188.00

A fee study was completed of comparable districts in our area, and of the six districts, SMMUSD represents the second lowest fees in our area. The chart below is a sample of other districts and their "fair market" rates or commercial rates.


The chart below represents districts in our area from highest rental rates to lowest.

	HIGHEST 					LOWEST
	El Segundo	Culver City	Bev Hills	Long Beach	SMMUSD	LVUSD
Classroom	\$ 254.00	\$ 120.00	\$ 50.00	\$ 49.00	\$ 34.50	\$ 24.00
Field	\$ 525.00	\$ 300.00	\$ 200.00	\$ 194.00	\$ 172.50	\$ 34.00
Gym	\$ 825.00	\$ 300.00	\$ 150.00	\$ 148.00	\$ 230.00	\$ 74.00
Cafeteria	\$ 300.00	\$ 150.00	\$ 100.00	\$ 86.00	\$ 115.00	\$ 91.00
Auditorium	\$ 330.00	\$ 500.00	\$ 350.00	\$ 247.00	\$ 172.00	\$ 107.00
Average	\$ 446.80	\$ 274.00	\$ 170.00	\$ 144.80	\$ 144.80	\$ 66.00

The Board recently approved a 15% increase to all facility fees and updated our personnel charges based on a recent salary study. Other than classrooms, an additional 24% increase would be necessary to bring our fees up to the correct direct rate. While we understand that we are charging groups less than the correct direct rate, maintaining middle to low end of fees encourages groups to book with SMMUSD and increases community use of our facilities.

SMMUSD's current fee schedule is provided at the end of this report on page (22-24). If adjustments were made to our current fee schedule based on the findings of this study, the facility fee schedule would need to be increased, an example of our fee schedule with a 24% increase can be found on pages (25-27). If the Board so feels, the Board may adjust the AR, BP & Exhibits of BP 1330 and adjust the percentage of discount per category. This would provide the correct direct rate but would not subsidize other user groups quite as much.

If facility fees were increased to the correct rate (increase of 24%) we would then be on the middle-to-high end of the market.

	HIGHEST 					LOWEST
	El Segundo	Culver City	SMMUSD	Bev Hills	Long Beach	LVUSD
Classroom	\$ 254.00	\$ 120.00	\$ 42.78	\$ 50.00	\$ 49.00	\$ 24.00
Field	\$ 525.00	\$ 300.00	\$ 213.00	\$ 200.00	\$ 194.00	\$ 34.00
Gym	\$ 825.00	\$ 300.00	\$ 285.20	\$ 150.00	\$ 148.00	\$ 74.00
Cafeteria	\$ 300.00	\$ 150.00	\$ 142.60	\$ 100.00	\$ 86.00	\$ 91.00
Auditorium	\$ 330.00	\$ 500.00	\$ 213.00	\$ 350.00	\$ 247.00	\$ 107.00
Average	\$ 446.80	\$ 274.00	\$ 179.32	\$ 170.00	\$ 144.80	\$ 66.00

The following pages of this report contain the analysis worksheets for each location followed by the current and updated BP 1330 Fee Schedules.

JOHN ADAMS MS GYMNASIUM

Step 1: Determine Proportionate Share

Line #	Regulation Section	Description of Input	Unit
1	14038(a)(1)	In a one-year cycle, the number of hours a specific facility or grounds or type of facility or grounds is expected to be used by direct cost fee payers pursuant to the Civic Center Act (i.e., does not include fair rental value).	2904 hrs/yr
2	14038(a)(2)	In the same one-year cycle, the number of hours a specific facility or grounds or type of facility or grounds is expected to be used by anyone, inclusive of the hours in Line 1 and the hours dedicated to school use.	4164 hrs/yr
3	14038(a)(3)	Direct cost fee payers' proportionate share = Line 1/Line 2	70%

DIRECT RATE ANALYSIS



Step 2: Determine Capital Direct Costs

Line #	Regulation Section	Description of Input	Unit
4	14039(a)	The useful life of a specific facility or grounds or type of facility or grounds, in years, from the initial date of occupancy or use.	50 years
5	14039(b)	The estimated cost to repair, restore, or refurbish a specific facility or grounds, at the end of its useful life. Or, the cost to replace a facility or grounds as specified.	\$11,926,057.98
6	14039(c)	Annual Capital Direct Costs = Line 5/Line 4	\$238,521.16 \$/yr

Step 3: Determine Operational Direct Costs

Line #	Regulation Section	Description of Input	Unit
7	14040(a)	The estimated annual cost of salaries and benefits for personnel required to operate, clean, and maintain a specific facility or grounds, or type of facility or grounds	\$33,551.37 \$/yr
8	14040(b)	The estimated annual cost of supplies required to operate and maintain a specific facility or grounds or type of facility or grounds	\$28,066.13 \$/yr
9	14040(c)	The estimated annual cost of utilities required to operate a specific facility or grounds or type of facility or grounds	\$14,708.35 \$/yr
10	14040(d)	The estimated prorated salaries and benefits paid to school district employees, for administering the Civic Center Act	\$34,739.84 \$/yr

Step 4: Establish Fee Schedule and Calculate Fee

Line #	Regulation Section	Description of Input	Unit
Option A: Capital Direct Costs Only			
11	14041(a)(1)	Hourly rate = (Line 6 * Line 3) / Line 2	$\frac{\$238,521.16 \text{ $/yr (Responsibility of All)} \times 70\% \text{ (Applicant Share)}}{2904 \text{ hrs/yr (Applicant Use)}} = \$57.28 \text{ $/hr}$
Option B: Operational Direct Costs Only			
12	14041(a)(2)	(Line 7 + Line 8 + Line 9) * Line 3 / Line 1	$\frac{(\$33,551.37 + \$28,066.13 + \$14,708.35) \text{ $/yr} \times 70\% \text{ (Applicant Share)}}{2904 \text{ hrs/yr (Applicant Use)}} = \$25.44 \text{ $/hr}$
13	14041(a)(2)	Line 10 / Line 1	$\frac{\$34,739.84 \text{ $/yr (Applicant Share)}}{2904 \text{ hrs/yr (Applicant Use)}} = \$11.96 \text{ $/hr}$
14	14041(a)(2)	Hourly rate = Line 12 + Line 13	$\$25.44 \text{ $/hr} + \$11.96 \text{ $/hr} = \$37.40 \text{ $/hr}$
Option C: Capital and Operational Direct Costs			
15	14041(a)(3)	Hourly rate = Line 11 + Line 14	$\$57.28 \text{ $/hr} + \$37.40 \text{ $/hr} = \$94.69 \text{ $/hr}$

JAMS GYM STATS

	Room square ft	Total site square ft	% of room to site
SQUARE FOOTAGE	21,955	246207	8.92%

USAGE PER YEAR	Hours a day	School days	Number of days	Total Hours
School Day	7	180		1260
After school	7		180	1260
Weekend	14		76	1064
Summer (weekday)	6		50	300
Summer (weekend)	14		20	280

TOTAL DIRECT	2904
TOTAL EVERYTHING	4164

OPERATIONAL COSTS

Maintenance	Total	Total Square Footage	Cost per Square Foot	Division by 12 hours	Division by 342 days
Staff Salaries & Ben	\$ 2,740,912.00	1,816,895.00	1.51	0.1258	0.000367
Supplies + Def Maint.	\$ 2,296,875.00	1,816,895.00	1.56	0.105	0.000307

Facilities	Total	Total Square Footage	Cost per Square Foot	Division by 12 hours	Division by 342 days
Staff Salaries & Ben	\$ 2,836,361.00	1,816,895.00	1.56	0.13	0.00038

	Squre ft of Gym	Total per Category
Total Supplies per Sq ft	0.00031	21,955
Total M&O Sal + Ben	0.00037	21,955
Total FUD Staff + Ben	0.00038	21,955

UTILITIES

	Cost per Sq Ft.	Sq Ft of Gym
Electric	0.482	21955
Gas	\$ 9,092.60	8.94%
Water	\$ 37,060.00	8.94%

TOTAL UTILITIES FOR ADAMS GYM \$ 14,708.35

PROJECT: SMMUSD - ROM REPLACEMENT COSTS				YTI #:	P2679A00
LOCATION: SANTA MONICA, CA				DATE:	05/10/19
CLIENT: SIMPSON & SIMPSON				REVISION:	00
				GFA: (GSF)	21,955
DESCRIPTION: ROM COST ESTIMATE - JOHN ADAMS MS - GYM					
ITEM NO.	DETAIL OF ESTIMATE	EST QTY	UNIT	UNIT COST	TOTAL COST

SUMMARY OF CONSTRUCTION COST ESTIMATE

			\$	\$
1.0	GENERAL CONDITIONS			INCL'D BELOW
2.0	EXISTING CONDITIONS			
3.0	CONCRETE		31.55	692,587
4.0	MASONRY			
5.0	METALS		85.97	1,887,455
6.0	WOOD, PLASTICS & COMPOSITES		1.81	39,739
7.0	THERMAL & MOISTURE PROTECTION		17.36	381,050
8.0	DOORS AND WINDOWS		16.66	365,836
9.0	FINISHES		103.21	2,265,891
10.0	SPECIALTIES		14.19	311,623
11.0	EQUIPMENT		11.41	250,486
12.0	FURNISHINGS		0.47	10,330
13.0	SPECIAL CONSTRUCTION			
14.0	CONVEYING EQUIPMENT		2.65	58,200
15.0-20.0	NOT USED			
21.0	FIRE SUPPRESSION		5.96	130,794
22.0	PLUMBING		19.10	419,390
23.0	HVAC		36.93	810,761
24.0-25.0	NOT USED			
26.0-28.0	ELECTRICAL, COMMUNICATION, SECURITY		46.95	1,030,834
29.0-30.0	NOT USED			
31.0	EARTHWORK		3.10	68,044
32.0	EXTERIOR IMPROVEMENTS		2.88	63,170
33.0	UTILITIES			
34.0-48.0	NOT USED			
SUBCONTRACTOR'S COST			400.19	8,786,189
PRORATES:				
LEED REQUIREMENTS				
MARKET FACTOR				
PREMIUM TIME FACTOR				
GENERAL CONDITIONS, BONDS, O/H &P		25.00%	100.05	2,196,547
LAUSD CONSTRUCTION BUDGET (EXC. DESIGN CONTINGENCY AND ESCALATION)				10,982,736
DESIGN CONTINGENCY				
ESCALATION - N.I.C.				
TOTAL OF ESTIMATED CONSTRUCTION PRICE			500.24	\$10,982,736
TOTAL OF CONSTRUCTION PRICE			500.24	\$10,982,736

LINCOLN AUDITORIUM STATS

	Room square ft	Total site square ft	% of room to site
SQUARE FOOTAGE	12,752	246207	5.18%

USAGE PER YEAR	Hours a day	School days	Number of days	Total Hours
School Day	2	90		180
After school	4	25		100
Summer (weekday)	12		50	600
Summer (weekend)	12		10	332

TOTAL DIRECT	1032
TOTAL EVERYTHING	1212

OPERATIONAL COSTS

Maintenance	Total	Total Square Footage	Cost per Square Foot	Division by 12 hours	Division by 342 days
Staff Salaries & Ben	\$ 2,740,912.00	1,816,895.00	1.51	0.1258	0.000367
Supplies + Def Maint.	\$ 2,296,875.00	1,816,895.00	1.56	0.1175	0.00034356

Facilities	Total	Total Square Footage	Cost per Square Foot	Division by 12 hours	Division by 342 days
Staff Salaries & Ben	\$ 2,836,361.00	1,816,895.00	1.56	0.13	0.0003801

		Squre ft of Aud.	Total per Category	
Total Supplies per Sq ft	0.00034	12,752	\$ 4.38	\$ 5,309.87
Total M&O Sal + Ben	0.000367	12,752	\$ 4.68	\$ 5,672.14
Total FUD Staff + Ben	0.000380	12,752	\$ 4.85	\$ 5,874.61

UTILITIES	Cost per Sq Ft.	Sq Ft of Gym	
Electric	0.599	21955	\$ 13,151.05
Gas	\$ 9,092.60	5.18%	\$ 471.00
Water	\$ 37,060.00	5.18%	\$ 1,919.71

TOTAL UTILITIES FOR LINCOLN AUDITORIUM \$ 15,541.75

LINCOLN AUDITORIUM

Step 1: Determine Proportionate Share

Line #	Regulation Section	Description of Input	Unit
1	14038(a)(1)	In a one-year cycle, the number of hours a specific facility or grounds or type of facility or grounds is expected to be used by direct cost fee payers pursuant to the Civic Center Act (i.e., does not include fair rental value).	1032 hrs/yr
2	14038(a)(2)	In the same one-year cycle, the number of hours a specific facility or grounds or type of facility or grounds is expected to be used by anyone, inclusive of the hours in Line 1 and the hours dedicated to school use.	1212 hrs/yr
3	14038(a)(3)	Direct cost fee payers' proportionate share = Line 1/Line 2	85%

DIRECT RATE ANALYSIS



Step 2: Determine Capital Direct Costs

Line #	Regulation Section	Description of Input	Unit
4	14039(a)	The useful life of a specific facility or grounds or type of facility or grounds, in years, from the initial date of occupancy or use.	50 years
5	14039(b)	The estimated cost to repair, restore, or refurbish a specific facility or grounds, at the end of its useful life. Or, the cost to replace a facility or grounds as specified.	\$9,740,325.16
6	14039(c)	Annual Capital Direct Costs = Line 5/Line 4	\$194,806.50 \$/yr

Step 3: Determine Operational Direct Costs

Line #	Regulation Section	Description of Input	Unit
7	14040(a)	The estimated annual cost of salaries and benefits for personnel required to operate, clean, and maintain a specific facility or grounds, or type of facility or grounds	\$5,672.14 \$/yr
8	14040(b)	The estimated annual cost of supplies required to operate and maintain a specific facility or grounds or type of facility or grounds	\$5,309.87 \$/yr
9	14040(c)	The estimated annual cost of utilities required to operate a specific facility or grounds or type of facility or grounds	\$15,541.75 \$/yr
10	14040(d)	The estimated prorated salaries and benefits paid to school district employees, for administering the Civic Center Act	\$5,874.61 \$/yr

Step 4: Establish Fee Schedule and Calculate Fee

Line #	Regulation Section	Description of Input	Unit
Option A: Capital Direct Costs Only			
11	14041(a)(1)	Hourly rate = (Line 6 * Line 3) / Line 2 (Responsibility of All) * (Applicant Share) = (Applicant Share) ÷ (Applicant Use) =	\$194,806.50 \$/yr * 85% = \$165,874.84 \$/yr ÷ 1032 hrs/yr = \$160.73 \$/hr
Option B: Operational Direct Costs Only			
12	14041(a)(2)	(Line 7 + Line 8 + Line 9) * Line 3 / Line 1 (Responsibility of All) * (Applicant Share) = (Applicant Share) ÷ (Applicant Use) =	\$26,523.76 \$/yr * 85% = \$6,630.94 \$/yr ÷ 1032 hrs/yr = \$8.84 \$/hr
13	14041(a)(2)	Line 10 / Line 1 (Applicant Share) ÷ (Applicant Use) =	\$5,874.61 \$/yr ÷ 1032 hrs/yr = \$5.69 \$/hr
14	14041(a)(2)	Hourly rate = Line 12 + Line 13	\$8.84 \$/hr + \$5.69 \$/hr = \$14.53 \$/hr
Option C: Capital and Operational Direct Costs			
15	14041(a)(3)	Hourly rate = Line 11 + Line 14	\$160.73 \$/hr + \$14.53 \$/hr = \$175.27 \$/hr

PROJECT: SMMUSD - ROM REPLACEMENT COSTS				YTI #:	P2679A00
LOCATION: SANTA MONICA, CA				DATE:	05/10/19
CLIENT: SIMPSON & SIMPSON				REVISION:	00
				GFA: (GSF)	12,752
DESCRIPTION: ROM COST ESTIMATE - LINCOLN MS - THEATER					
ITEM NO.	DETAIL OF ESTIMATE	EST QTY	UNIT	UNIT COST	TOTAL COST

SUMMARY OF CONSTRUCTION COST ESTIMATE

			\$	\$
1.0	GENERAL CONDITIONS			INCL'D BELOW
2.0	EXISTING CONDITIONS			
3.0	CONCRETE		52.30	666,905
4.0	MASONRY		0.86	10,983
5.0	METALS		121.06	1,543,744
6.0	WOOD, PLASTICS & COMPOSITES		1.60	20,371
7.0	THERMAL & MOISTURE PROTECTION		25.71	327,860
8.0	DOORS AND WINDOWS		24.81	316,432
9.0	FINISHES		135.29	1,725,237
10.0	SPECIALTIES		7.21	91,952
11.0	EQUIPMENT		25.58	326,184
12.0	FURNISHINGS		11.78	150,263
13.0	SPECIAL CONSTRUCTION			
14.0	CONVEYING EQUIPMENT		3.70	47,142
15.0-20.0	NOT USED			
21.0	FIRE SUPPRESSION		6.14	78,282
22.0	PLUMBING		16.17	206,184
23.0	HVAC		56.13	715,732
24.0-25.0	NOT USED			
26.0-28.0	ELECTRICAL, COMMUNICATION, SECURITY		70.86	903,555
29.0-30.0	NOT USED			
31.0	EARTHWORK		4.47	57,018
32.0	EXTERIOR IMPROVEMENTS		1.31	16,699
33.0	UTILITIES			
34.0-48.0	NOT USED			
SUBCONTRACTOR'S COST			564.97	7,204,541
PRORATES:				
LEED REQUIREMENTS				
MARKET FACTOR				
PREMIUM TIME FACTOR				
GENERAL CONDITIONS, BONDS, O/H & P			25.00%	
			141.24	1,801,135
LAUSD CONSTRUCTION BUDGET (EXC. DESIGN CONTINGENCY AND ESCALATION)				9,005,676
DESIGN CONTINGENCY				
ESCALATION - N.I.C.				
TOTAL OF ESTIMATED CONSTRUCTION PRICE			706.22	\$9,005,676
TOTAL OF CONSTRUCTION PRICE			706.22	\$9,005,676

LINCOLN CAFETERIA STATS

	Room square ft	Total site square ft	% of room to site
SQUARE FOOTAGE	8,947	246207	3.63%

USAGE PER YEAR	Hours a day	School days	Number of days	Total Hours
School Day	5	180		900
Afterschool	2	90		92
Summer (weekday)	12		50	600
Summer (weekend)	12		20	240

TOTAL DIRECT 932
TOTAL EVERYTHING 1832

OPERATIONAL COSTS

Maintenance	Total	Total Square Footgace	Cost per Square Foot	Division by 12 hours	Divison by 342 days
Staff Salaries & Ben	\$ 2,740,912.00	1,816,895.00	1.51	0.1258	0.000367
Supplies + Def Maint.	\$ 2,570,633.00	1,816,895.00	1.41	0.105	0.000307

Facilities	Total	Total Square Footgace	Cost per Square Foot	Division by 12 hours	Divison by 342 days
Staff Salaries & Ben	\$ 2,836,361.00	1,816,895.00	1.56	0.13	0.00038

	Squre ft of Cafeteria	Total per Category
Total Supplies per Sq ft	0.0003070	8,947 \$ 2.75 \$ 5,032.01
Total M&O Sal + Ben	0.0003670	8,947 \$ 3.28 \$ 6,015.46
Total FUD Staff + Ben	0.0003800	8,947 \$ 3.40 \$ 6,228.54

UTILITIES	% or Total	Sq Ft of Cafeteria
Electric	0.599	8947 \$ 5,359.25
Gas	\$ 9,092.60	3.63% \$ 330.06
Water	\$ 37,060.00	3.63% \$ 1,345.28

TOTAL UTILITIES FOR LINCOLN AUDITORIUM \$ 7,034.59

LINCOLN CAFETERIA

Step 1: Determine Proportionate Share				
Line #	Regulation Section	Description of Input		Unit
1	14038(a)(1)	In a one-year cycle, the number of hours a specific facility or grounds or type of facility or grounds is expected to be used by direct cost fee payers pursuant to the Civic Center Act (i.e., does not include fair rental value).	932	hrs/yr
2	14038(a)(2)	In the same one-year cycle, the number of hours a specific facility or grounds or type of facility or grounds is expected to be used by anyone, inclusive of the hours in Line 1 and the hours dedicated to school use.	1832	hrs/yr
3	14038(a)(3)	Direct cost fee payers' proportionate share = Line 1/Line 2	51%	

DIRECT RATE ANALYSIS



Step 2: Determine Capital Direct Costs				
Line #	Regulation Section	Description of Input		Unit
4	14039(a)	The useful life of a specific facility or grounds or type of facility or grounds, in years, from the initial date of occupancy or use.	50	years
5	14039(b)	The estimated cost to repair, restore, or refurbish a specific facility or grounds, at the end of its useful life. Or, the cost to replace a facility or grounds as specified.	\$6,689,281.00	
6	14039(c)	Annual Capital Direct Costs = Line 5/Line 4	\$133,785.62	\$/yr

Step 3: Determine Operational Direct Costs				
Line #	Regulation Section	Description of Input		Unit
7	14040(a)	The estimated annual cost of salaries and benefits for personnel required to operate, clean, and maintain a specific facility or grounds, or type of facility or grounds	\$6,015.46	\$/yr
8	14040(b)	The estimated annual cost of supplies required to operate and maintain a specific facility or grounds or type of facility or grounds	\$5,032.01	\$/yr
9	14040(c)	The estimated annual cost of utilities required to operate a specific facility or grounds or type of facility or grounds	\$7,034.59	\$/yr
10	14040(d)	The estimated prorated salaries and benefits paid to school district employees, for administering the Civic Center Act	\$6,228.54	\$/yr

Step 4: Establish Fee Schedule and Calculate Fee									
Line #	Regulation Section	Description of Input							
Option A: Capital Direct Costs Only									
11	14041(a)(1)	Hourly rate = (Line 6 * Line 3) / Line 2	\$133,785.62 (Responsibility of All)	\$/yr	*	51% (Applicant Share)	=	\$68,061.24 (Applicant Share)	\$/yr ÷ 932 hrs/yr (Applicant Use) = \$73.03 \$/hr
Option B: Operational Direct Costs Only									
12	14041(a)(2)	(Line 7 + Line 8 + Line 9) * Line 3 / Line 1	\$18,082.06 (Responsibility of All)	\$/yr	*	51% (Applicant Share)	=	\$4,520.52 (Applicant Share)	\$/yr ÷ 932 hrs/yr (Applicant Use) = \$6.03 \$/hr
13	14041(a)(2)	Line 10 / Line 1						\$6,228.54 (Applicant Share)	\$/yr ÷ 932 hrs/yr (Applicant Use) = \$6.68 \$/hr
14	14041(a)(2)	Hourly rate = Line 12 + Line 13						\$6.03 \$/hr + \$6.68 \$/hr	= \$12.71 \$/hr
Option C: Capital and Operational Direct Costs									
15	14041(a)(3)	Hourly rate = Line 11 + Line 14						\$73.03 \$/hr + \$12.71 \$/hr	= \$85.74 \$/hr

PROJECT: SMMUSD - ROM REPLACEMENT COSTS				YTI #:	P2679A00
LOCATION: SANTA MONICA, CA				DATE:	05/10/19
CLIENT: SIMPSON & SIMPSON				REVISION:	00
				GFA: (GSF)	8,947
DESCRIPTION: ROM COST ESTIMATE - LINCOLN MS - CAFETERIA					
ITEM NO.	DETAIL OF ESTIMATE	EST QTY	UNIT	UNIT COST	TOTAL COST

SUMMARY OF CONSTRUCTION COST ESTIMATE

			\$	\$
1.0	GENERAL CONDITIONS			INCL'D BELOW
2.0	EXISTING CONDITIONS			
3.0	CONCRETE		63.07	564,309
4.0	MASONRY		40.90	365,968
5.0	METALS		82.00	733,616
6.0	WOOD, PLASTICS & COMPOSITES		10.85	97,087
7.0	THERMAL & MOISTURE PROTECTION		24.87	222,510
8.0	DOORS AND WINDOWS		25.49	228,053
9.0	FINISHES		74.20	663,860
10.0	SPECIALTIES		6.41	57,373
11.0	EQUIPMENT		83.79	749,701
12.0	FURNISHINGS		1.06	9,527
13.0	SPECIAL CONSTRUCTION			
14.0	CONVEYING EQUIPMENT			
15.0-20.0	NOT USED			
21.0	FIRE SUPPRESSION		7.33	65,543
22.0	PLUMBING		41.15	368,213
23.0	HVAC		59.05	528,307
24.0-25.0	NOT USED			
26.0-28.0	ELECTRICAL, COMMUNICATION, SECURITY		62.94	563,154
29.0-30.0	NOT USED			
31.0	EARTHWORK			
32.0	EXTERIOR IMPROVEMENTS			
33.0	UTILITIES			
34.0-48.0	NOT USED			
SUBCONTRACTOR'S COST			583.13	5,217,219
PRORATES:				
LEED REQUIREMENTS				
MARKET FACTOR				
PREMIUM TIME FACTOR				
GENERAL CONDITIONS, BONDS, O/H & P			25.00%	145.78
				1,304,305
LAUSD CONSTRUCTION BUDGET (EXC. DESIGN CONTINGENCY AND ESCALATION)				6,521,524
DESIGN CONTINGENCY				
ESCALATION - N.I.C.				
TOTAL OF ESTIMATED CONSTRUCTION PRICE			728.91	\$6,521,524
TOTAL OF CONSTRUCTION PRICE			728.91	\$6,521,524

LINCOLN FIELD STATS

	Room square ft	Total site square ft	% of room to site
SQUARE FOOTAGE	142,500	294000	48.47%

USAGE PER YEAR	Hours a day	School days	Number of days	Total Hours
School Day	7	180		1260
After school	7		180	`
Weekend	14		76	1064
Summer (weekday)	6		50	300
Summer (weekend)	14		20	280

TOTAL DIRECT 1644
TOTAL EVERYTHING 2904

OPERATIONAL COSTS

Maintenance	Total	Total Square Footage	Cost per Square Foot	Division by 12 hours	Division by 342 days
Staff Salaries & Ben	\$ 2,740,912.00	1,816,895.00	1.51	0.1258	0.000367
Supplies + Def Maint.	\$ 2,296,875.00	1,816,895.00	1.56	0.105	0.000307

Facilities	Total	Total Square Footage	Cost per Square Foot	Division by 12 hours	Division by 342 days
Staff Salaries & Ben	\$ 2,836,361.00	1,816,895.00	1.56	0.13	0.00038

	Squre ft of Field	Total per Category		
Total Supplies per Sq ft	0.000307	142,500	\$ 43.75	\$ 127,042.74
Total M&O Sal + Ben	0.000367	142,500	\$ 52.30	\$ 151,871.94
Total FUD Staff + Ben	0.000380	142,500	\$ 54.15	\$ 157,251.60

UTILITIES	Cost per Sq Ft.	Sq Ft of Field	
Electric	0.599	142500	\$ 85,357.50
Gas	\$ 9,092.60	48.47%	\$ 4,407.18
Water	\$ 37,060.00	48.47%	\$ 17,962.98

TOTAL UTILITIES \$ 107,727.67

LINCOLN FIELD

Step 1: Determine Proportionate Share				
Line #	Regulation Section	Description of Input		Unit
1	14038(a)(1)	In a one-year cycle, the number of hours LINCOLN FIELD is expected to be used by direct cost fee payers pursuant to the Civic Center Act (i.e., does not include fair rental value).	2904	hrs/yr
2	14038(a)(2)	In the same one-year cycle, the number of hours a specific facility or grounds or type of facility or grounds is expected to be used by anyone, inclusive of the hours in Line 1 and the hours dedicated to school use.	4164	hrs/yr
3	14038(a)(3)	Direct cost fee payers' proportionate share = Line 1/Line 2	70%	

DIRECT RATE ANALYSIS



Step 2: Determine Capital Direct Costs				
Line #	Regulation Section	Description of Input		Unit
4	14039(a)	The useful life of a specific facility or grounds or type of facility or grounds, in years, from the initial date of occupancy or use.		50 years
5	14039(b)	The estimated cost to repair, restore, or refurbish a specific facility or grounds, at the end of its useful life. Or, the cost to replace a facility or grounds as specified.	\$4,289,406.60	
6	14039(c)	Annual Capital Direct Costs = Line 5/Line 4	\$85,788.13	\$/yr

Step 3: Determine Operational Direct Costs				
Line #	Regulation Section	Description of Input		Unit
7	14040(a)	The estimated annual cost of salaries and benefits for personnel required to operate, clean, and maintain a specific facility or grounds, or type of facility or grounds	\$151,871.94	\$/yr
8	14040(b)	The estimated annual cost of supplies required to operate and maintain a specific facility or grounds or type of facility or grounds	\$127,042.74	\$/yr
9	14040(c)	The estimated annual cost of utilities required to operate a specific facility or grounds or type of facility or grounds	\$107,727.67	\$/yr
10	14040(d)	The estimated prorated salaries and benefits paid to school district employees, for administering the Civic Center Act	\$157,251.60	\$/yr

Step 4: Establish Fee Schedule and Calculate Fee									
Line #	Regulation Section	Description of Input		Unit					
Option A: Capital Direct Costs Only									
11	14041(a)(1)	Hourly rate = (Line 6 * Line 3) / Line 2	\$85,788.13 (Responsibility of All)	\$/yr	*	70% (Applicant Share)	=	\$59,829.19 \$/yr (Applicant Share)	÷ 2904 hrs/yr (Applicant Use) = \$20.60 \$/hr
Option B: Operational Direct Costs Only									
12	14041(a)(2)	(Line 7 + Line 8 + Line 9) * Line 3 / Line 1	\$386,642.35 (Responsibility of All)	\$/yr	*	70% (Applicant Share)	=	\$96,660.59 \$/yr (Applicant Share)	÷ 2904 hrs/yr (Applicant Use) = \$128.88 \$/hr
13	14041(a)(2)	Line 10 / Line 1						\$157,251.60 \$/yr (Applicant Share)	÷ 2904 hrs/yr (Applicant Use) = \$54.15 \$/hr
14	14041(a)(2)	Hourly rate = Line 12 + Line 13						\$128.88 \$/hr + \$54.15 \$/hr	= \$183.03 \$/hr
Option C: Capital and Operational Direct Costs									
15	14041(a)(3)	Hourly rate = Line 11 + Line 14						\$20.60 \$/hr + \$183.03 \$/hr	= \$203.63 \$/hr

PROJECT: SMMUSD - ROM REPLACEMENT COSTS				YTI #:	P2679A00
LOCATION: SANTA MONICA, CA				DATE:	05/10/19
CLIENT: SIMPSON & SIMPSON				REVISION:	00
				GFA: (GSF)	142,500
DESCRIPTION: ROM COST ESTIMATE - LINCOLN MS - FIELD					
ITEM NO.	DETAIL OF ESTIMATE	EST QTY	UNIT	UNIT COST	TOTAL COST

SUMMARY OF CONSTRUCTION COST ESTIMATE

				\$	\$
1.0	GENERAL CONDITIONS				INCL'D BELOW
2.0	EXISTING CONDITIONS				
3.0	CONCRETE				
4.0	MASONRY				
5.0	METALS				
6.0	WOOD, PLASTICS & COMPOSITES				
7.0	THERMAL & MOISTURE PROTECTION				
8.0	DOORS AND WINDOWS				
9.0	FINISHES				
10.0	SPECIALTIES				
11.0	EQUIPMENT				
12.0	FURNISHINGS				
13.0	SPECIAL CONSTRUCTION				
14.0	CONVEYING EQUIPMENT				
15.0-20.0	NOT USED				
21.0	FIRE SUPPRESSION				
22.0	PLUMBING				
23.0	HVAC				
24.0-25.0	NOT USED				
26.0-28.0	ELECTRICAL, COMMUNICATION, SECURITY				
29.0-30.0	NOT USED				
31.0	EARTHWORK			0.35	49,875
32.0	EXTERIOR IMPROVEMENTS			17.65	2,515,023
33.0	UTILITIES			1.76	250,135
34.0-48.0	NOT USED				
SUBCONTRACTOR'S COST				19.75	2,815,033
PRORATES:					
LEED REQUIREMENTS					
MARKET FACTOR					
PREMIUM TIME FACTOR					
GENERAL CONDITIONS, BONDS, O/H & P				25.00%	4.94
					703,758
LAUSD CONSTRUCTION BUDGET (EXC. DESIGN CONTINGENCY AND ESCALATION)					3,518,791
DESIGN CONTINGENCY					
ESCALATION - N.I.C.					
TOTAL OF ESTIMATED CONSTRUCTION PRICE				24.69	\$3,518,791
TOTAL OF CONSTRUCTION PRICE				24.69	\$3,518,791

SAMOH B10 CLASSROOM

	Room square ft	Total site square ft	% of room to site
SQUARE FOOTAGE	1,500	393290	0.38%

USAGE PER YEAR

	Hours a day	School days	Number of days	Total Hours
School Day	7	180		1260
Afterschool	2	45		90
Weekend	12		104	1248
Summer Weekday	12		40	480

TOTAL DIRECT 1818
TOTAL EVERYTHING 3078

OPERATIONAL COSTS

Maintenance	Total	Total Square Footage	Cost per Square Foot	Division by 12 hours	Division by 342 days
Staff Salaries & Ben	\$ 2,740,912.00	1,816,895.00	1.51	0.1258	0.000367
Supplies + Def Maint.	\$ 2,296,875.00	1,816,895.00	1.56	0.105	0.000307

Facilities	Total	Total Square Footage	Cost per Square Foot	Division by 12 hours	Division by 342 days
Staff Salaries & Ben	\$ 2,836,361.00	1,816,895.00	1.56	0.13	0.00038

	Squre ft of room	Total per Category
Total Supplies per Sq ft.	0.000307	\$ 1,417.42
Total M&O Sal + Ben	0.000367	\$ 1,694.44
Total FUD Staff + Ben	0.000380	\$ 1,754.46

UTILITIES	Cost per Sq Ft.	Sq Ft of B100
Electric	0.823	\$ 1,234.50
Gas	\$ 9,092.60	\$ 34.55
Water	\$ 37,060.00	\$ 140.83

TOTAL UTILITIES FOR SAMOHI B10 \$ 1,409.88

SAMOHI B10 CLASSROOM

Step 1: Determine Regulation Section			
Line #	Regulation Section	Description of Input	Unit
1	14038(a)(1)	In a one-year cycle, the number of hours a specific facility or grounds or type of facility or grounds is expected to be used by direct cost fee payers pursuant to the Civic Center Act (i.e., does not include fair rental value).	1818 hrs/yr
2	14038(a)(2)	In the same one-year cycle, the number of hours a specific facility or grounds or type of facility or grounds is expected to be used by anyone, inclusive of the hours in Line 1 and the hours dedicated to school use.	3078 hrs/yr
3	14038(a)(3)	Direct cost fee payers' proportionate share = Line 1/Line 2	59%

DIRECT RATE ANALYSIS



Step 2: Determine Capital Direct Costs			
Line #	Regulation Section	Description of Input	Unit
4	14039(a)	The useful life of a specific facility or grounds or type of facility or grounds, in years, from the initial date of occupancy or use.	30 years
5	14039(b)	The estimated cost to repair, restore, or refurbish a specific facility or grounds, at the end of its useful life. Or, the cost to replace a facility or grounds as specified.	\$1,005,000.00
6	14039(c)	Annual Capital Direct Costs = Line 5/Line 4	\$33,500.00 \$/yr

Step 3: Determine Operational Direct Costs			
Line #	Regulation Section	Description of Input	Unit
7	14040(a)	The estimated annual cost of salaries and benefits for personnel required to operate, clean, and maintain a specific facility or grounds, or type of facility or grounds	\$1,694.44 \$/yr
8	14040(b)	The estimated annual cost of supplies required to operate and maintain a specific facility or grounds or type of facility or grounds	\$1,417.42 \$/yr
9	14040(c)	The estimated annual cost of utilities required to operate a specific facility or grounds or type of facility or grounds	\$1,409.88 \$/yr
10	14040(d)	The estimated prorated salaries and benefits paid to school district employees, for administering the Civic Center Act	\$1,745.46 \$/yr

Step 4: Establish Fee Schedule and Calculate Fee															
Line #	Regulation Section	Description of Input	Unit												
Option A: Capital Direct Costs Only															
11	14041(a)(1)	Hourly rate = (Line 6 * Line 3) / Line 2	\$33,500.00 (Responsibility of All)	\$/yr	*	59% (Applicant Share)	=	\$19,786.55 (Applicant Share)	\$/yr	÷	1818 (Applicant Use)	hrs/yr	=	\$10.88 (Applicant Use)	\$/hr
Option B: Operational Direct Costs Only															
12	14041(a)(2)	(Line 7 + Line 8 + Line 9) * Line 3 / Line 1	\$4,521.74 (Responsibility of All)	\$/yr	*	59% (Applicant Share)	=	\$1,130.44 (Applicant Share)	\$/yr	÷	1818 (Applicant Use)	hrs/yr	=	\$1.51 (Applicant Use)	\$/hr
13	14041(a)(2)	Line 10 / Line 1						\$1,745.46 (Applicant Share)	\$/yr	÷	1818 (Applicant Use)	hrs/yr	=	\$0.96 (Applicant Use)	\$/hr
14	14041(a)(2)	Hourly rate = Line 12 + Line 13						\$1.51 (Applicant Share)	\$/hr	+	\$0.96 (Applicant Use)	\$/hr	=	\$2.47 (Applicant Use)	\$/hr
Option C: Capital and Operational Direct Costs															
15	14041(a)(3)	Hourly rate = Line 11 + Line 14						\$10.88 (Applicant Share)	\$/hr	+	\$2.47 (Applicant Use)	\$/hr	=	\$13.35 (Applicant Use)	\$/hr

PROJECT: SMMUSD - ROM REPLACEMENT COSTS			YTI #:	P2679A00
LOCATION: SANTA MONICA, CA			DATE:	05/10/19
CLIENT: SIMPSON & SIMPSON			REVISION:	00
			GFA: (GSF)	1,500
DESCRIPTION: ROM COST ESTIMATE - B100 CLASSROOM IN THE BUSINESS BUILDING AT SAMOHI				
ITEM NO.	DETAIL OF ESTIMATE	EST QTY	UNIT	UNIT COST

SUMMARY OF CONSTRUCTION COST ESTIMATE

			\$	\$
1.0	GENERAL CONDITIONS			INCL'D BELOW
2.0	EXISTING CONDITIONS		18.47	27,708
3.0	CONCRETE			
4.0	MASONRY			
5.0	METALS		3.94	5,913
6.0	WOOD, PLASTICS & COMPOSITES		7.48	11,222
7.0	THERMAL & MOISTURE PROTECTION			
8.0	DOORS AND WINDOWS		14.09	21,132
9.0	FINISHES		44.07	66,098
10.0	SPECIALTIES		4.59	6,888
11.0	EQUIPMENT		1.15	1,719
12.0	FURNISHINGS		1.65	2,471
13.0	SPECIAL CONSTRUCTION			
14.0	CONVEYING EQUIPMENT			
15.0-20.0	NOT USED			
21.0	FIRE SUPPRESSION		6.65	9,981
22.0	PLUMBING		2.48	3,722
23.0	HVAC		69.23	103,847
24.0-25.0	NOT USED			
26.0-28.0	ELECTRICAL, COMMUNICATION, SECURITY		69.88	104,818
29.0-30.0	NOT USED			
31.0	EARTHWORK			
32.0	EXTERIOR IMPROVEMENTS			
33.0	UTILITIES			
34.0-48.0	NOT USED			
SUBCONTRACTOR'S COST			243.68	365,518
PRORATES:				
LEED REQUIREMENTS				
MARKET FACTOR				
PREMIUM TIME FACTOR				
GENERAL CONDITIONS, BONDS, O/H &P		25.00%	60.92	91,380
LAUSD CONSTRUCTION BUDGET (EXC. DESIGN CONTINGENCY AND ESCALATION)				456,898
DESIGN CONTINGENCY				
ESCALATION - N.I.C.				
TOTAL OF ESTIMATED CONSTRUCTION PRICE			304.60	\$456,898
TOTAL OF CONSTRUCTION PRICE			304.60	\$456,898

SAMOH POOL

Room square ft Total site square ft % of room to site

SQUARE FOOTAGE	18,978	417577	4.54%
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USAGE PER YEAR	Hours a day	School days	Number of days	Total Hours
School Day	7	180		1260
After school	7		180	1260
Weekend	14		76	1064
Summer (weekday)	14		50	700
Summer (weekend)	14		20	280

TOTAL DIRECT 3304
TOTAL EVERYTHING 4564

OPERATIONAL COSTS

Maintenance	Total	Total Square Footgag	Cost per Square Foot	Division by 12 hours	Division by 342 days
Staff Salaries & Ben	\$ 2,740,912.00	1,816,895.00	1.51	0.1258	0.000367
Supplies + Def Maint.	\$ 2,296,875.00	1,816,895.00	1.56	0.105	0.000307

Facilities	Total	Total Square Footgag	Cost per Square Foot	Division by 12 hours	Division by 342 days
Staff Salaries & Ben	\$ 2,836,361.00	1,816,895.00	1.56	0.13	0.00038

	Squre ft of POOL	Total per Category	X Total Hours
Total Supplies per Sq Foot	0.0003070	18,978	\$ 5.83
Total M&O Sal + Ben	0.0003670	18,978	\$ 6.96
Total FUD Staff + Ben	0.0003800	18,978	\$ 7.21

UTILITIES	Cost per Sq Ft.	Sq Ft of POOL	
Electric	0.823	18978	\$ 15,618.89
Gas	\$ 9,092.60	4.54%	\$ 412.80
Water	\$ 37,060.00	4.54%	\$ 1,682.52

TOTAL UTILITIES FOR SAMOHI POOL \$ 17,714.22

SAMOHI POOL

Step 1: Determine Proportionate Share				
Line #	Regulation Section	Description of Input		Unit
1	14038(a)(1)	In a one-year cycle, the number of hours a specific facility or grounds or type of facility or grounds is expected to be used by direct cost fee payers pursuant to the Civic Center Act (i.e., does not include fair rental value). For example, use of the gym (3 hours per day * 180 school days) + (7 hours per day * 30-day summer program).	3304	hrs/yr
2	14038(a)(2)	In the same one-year cycle, the number of hours a specific facility or grounds or type of facility or grounds is expected to be used by anyone, inclusive of the hours in Line 1 and the hours dedicated to school use.	4564	hrs/yr
3	14038(a)(3)	Direct cost fee payers' proportionate share = Line 1/Line 2	72%	

DIRECT RATE ANALYSIS



Step 2: Determine Capital Direct Costs				
Line #	Regulation Section	Description of Input		Unit
4	14039(a)	The useful life of a specific facility or grounds or type of facility or grounds, in years, from the initial date of occupancy or use.	50	years
5	14039(b)	The estimated cost to repair, restore, or refurbish a specific facility or grounds, at the end of its useful life. Or, the cost to replace a facility or grounds as specified.	\$12,240,809.00	
6	14039(c)	Annual Capital Direct Costs = Line 5/Line 4	\$244,816.18	\$/yr

Step 3: Determine Operational Direct Costs				
Line #	Regulation Section	Description of Input		Unit
7	14040(a)	The estimated annual cost of salaries and benefits for personnel required to operate, clean, and maintain a specific facility or grounds, or type of facility or grounds	\$31,787.92	\$/yr
8	14040(b)	The estimated annual cost of supplies required to operate and maintain a specific facility or grounds or type of facility or grounds	\$173,590.99	\$/yr
9	14040(c)	The estimated annual cost of utilities required to operate a specific facility or grounds or type of facility or grounds	\$17,714.22	\$/yr
10	14040(d)	The estimated prorated salaries and benefits paid to school district employees, for administering the Civic Center Act	\$32,913.92	\$/yr

Step 4: Establish Fee Schedule and Calculate Fee									
Line #	Regulation Section	Description of Input							
Option A: Capital Direct Costs Only									
11	14041(a)(1)	Hourly rate = (Line 6 * Line 3) / Line 2	\$244,816.18	\$/yr	*	72%	=	\$177,228.89	\$/yr
			(Responsibility of All)			(Applicant Share)		(Applicant Share)	÷
								3304	hrs/yr
									=
									\$53.64 \$/hr
									(Applicant Use)
Option B: Operational Direct Costs Only									
12	14041(a)(2)	(Line 7 + Line 8 + Line 9) * Line 3 / Line 1	\$223,093.13	\$/yr	*	72%	=	\$55,773.28	\$/yr
			(Responsibility of All)			(Applicant Share)		(Applicant Share)	÷
								3304	hrs/yr
									=
									\$74.36 \$/hr
									(Applicant Use)
13	14041(a)(2)	Line 10 / Line 1	\$32,913.92	\$/yr			÷	3304	hrs/yr
			(Applicant Share)					(Applicant Use)	=
									\$9.96 \$/hr
14	14041(a)(2)	Hourly rate = Line 12 + Line 13					+	\$74.36 \$/hr	+
								\$9.96 \$/hr	=
									\$84.33 \$/hr
Option C: Capital and Operational Direct Costs									
15	14041(a)(3)	Hourly rate = Line 11 + Line 14					+	\$53.64 \$/hr	+
								\$84.33 \$/hr	=
									\$137.97 \$/hr

PROJECT: SMMUSD - ROM REPLACEMENT COSTS				YTI #:	P2679A00
LOCATION: SANTA MONICA, CA				DATE:	05/10/19
CLIENT: SIMPSON & SIMPSON				REVISION:	00
				GFA: (GSF)	18,987
DESCRIPTION: ROM COST ESTIMATE - SANTA MONICA HIGH - POOL					
ITEM NO.	DETAIL OF ESTIMATE	EST QTY	UNIT	UNIT COST	TOTAL COST

SUMMARY OF CONSTRUCTION COST ESTIMATE

			\$	\$
1.0	GENERAL CONDITIONS			INCL'D BELOW
2.0	EXISTING CONDITIONS			
3.0	CONCRETE		30.72	583,312
4.0	MASONRY		22.21	421,766
5.0	METALS		92.00	1,746,826
6.0	WOOD, PLASTICS & COMPOSITES		0.55	10,443
7.0	THERMAL & MOISTURE PROTECTION		33.21	630,588
8.0	DOORS AND WINDOWS		9.81	186,329
9.0	FINISHES		8.85	168,128
10.0	SPECIALTIES		0.55	10,443
11.0	EQUIPMENT			
12.0	FURNISHINGS			
13.0	SPECIAL CONSTRUCTION		116.10	2,204,382
14.0	CONVEYING EQUIPMENT			
15.0-20.0	NOT USED			
21.0	FIRE SUPPRESSION		6.36	120,705
22.0	PLUMBING		2.86	54,303
23.0	HVAC		71.50	1,357,571
24.0-25.0	NOT USED			
26.0-28.0	ELECTRICAL, COMMUNICATION, SECURITY		28.05	532,585
29.0-30.0	NOT USED			
31.0	EARTHWORK		4.52	85,750
32.0	EXTERIOR IMPROVEMENTS			
33.0	UTILITIES		26.61	505,158
34.0-48.0	NOT USED			
SUBCONTRACTOR'S COST			453.90	8,618,288
PRORATES:				
LEED REQUIREMENTS				
MARKET FACTOR				
PREMIUM TIME FACTOR				
GENERAL CONDITIONS, BONDS, O/H &P			25.00%	113.48
				2,154,572
LAUSD CONSTRUCTION BUDGET (EXC. DESIGN CONTINGENCY AND ESCALATION)				10,772,860
DESIGN CONTINGENCY				
ESCALATION - N.I.C.				
TOTAL OF ESTIMATED CONSTRUCTION PRICE			567.38	\$10,772,860
TOTAL OF CONSTRUCTION PRICE			567.38	\$10,772,860



Meetings must be open to the public, nonexclusive, limited to 4 hours & in approved spaces

Meetings & events primarily for SMMUSD students, but NOT approved Afterschool

Community Meeting for SMMUSD students or APPROVED After School

Nonprofit & approved by SMMUSD as Affiliated group

	RATE A	RATE B	RATE C	RATE D	RATE E	RATE F
Facility Fee Schedule E 1330	Commercial	Direct	Community Meeting 1	Basic	Community Meeting II & After School	Affiliate

SCHOOL ROOMS						
Classroom, Conference Room	\$34.50	\$20.70	\$13.80	\$6.90	\$3.45	\$0.00
Library, Computer Lab	\$57.50	\$34.50	\$23.00	\$11.50	\$5.75	\$0.00
Music, Choral, Band, Art, Wood/ Auto Shop Rooms	\$63.25	\$37.95	\$25.30	\$12.65	\$6.33	\$0.00

CAFETERIAS (excluding cafeteriums)						
Elementary (cafeteria only, not cafetorium)	\$85.25	\$51.15	\$34.10	\$17.05	\$8.52	\$0.00
Middle	\$103.50	\$62.10	\$41.40	\$20.70	\$10.35	\$0.00
High School	\$115.00	\$69.00	\$46.00	\$23.00	\$11.50	\$0.00

KITCHENS						
Elementary	\$41.40	\$24.84	NA	\$8.28	NA	\$0.00
Middle	\$46.00	\$27.60	NA	\$9.20	NA	\$0.00
High Schools	\$80.50	\$48.30	NA	\$16.10	NA	\$0.00

GYMS & INDOOR ATHLETIC FACILITIES						
Indoor Weight Room	\$115.00	\$69.00	NA	\$23.00	NA	\$0.00
Outdoor Weight Room	\$92.00	\$55.20	NA	\$18.40	NA	\$0.00
Indoor Fitness Room	\$115.00	\$69.00	NA	\$23.00	NA	\$0.00
Lincoln MS Gym, practice	\$92.00	\$55.20	\$36.80	\$18.40	\$9.20	\$0.00
Lincoln MS Gym, game	\$138.00	\$82.80	NA	\$27.60	NA	\$0.00
Lincoln MS Gym, event	\$184.00	\$110.40	NA	\$36.80	NA	\$0.00
Adams MS Gym, practice	\$92.00	\$55.20	\$36.80	\$18.40	\$9.20	\$0.00
Adams MS Gym, game	\$138.00	\$82.80	NA	\$27.60	NA	\$0.00
Adams MS Gym, event	\$184.00	\$110.40	NA	\$36.80	NA	\$0.00
Malibu Old Gym, practice	\$92.00	\$55.20	\$36.80	\$18.40	\$9.20	\$0.00
Malibu Old Gym, game	\$138.00	\$82.80	NA	\$27.60	NA	\$0.00
Malibu Old Gym, event	\$184.00	\$110.40	NA	\$36.80	NA	\$0.00
Malibu New Gym, practice	\$115.00	\$69.00	NA	NA	NA	\$0.00
Malibu New Gym, game	\$230.00	\$138.00	NA	NA	NA	\$0.00
Malibu New Gym, event	\$340.00	\$204.00	NA	NA	NA	\$0.00
Samohi, North Gym, practice	\$115.00	\$69.00	NA	NA	NA	\$0.00
Samohi, North Gym, game	\$230.00	\$138.00	NA	NA	NA	\$0.00
Samohi, North Gym, event	\$340.00	\$204.00	NA	NA	NA	\$0.00
Samohi, South Gym, practice	\$92.00	\$55.20	\$36.80	\$18.40	\$9.20	\$0.00
Samohi, South Gym, game	\$138.00	\$82.80	NA	\$27.60	NA	\$0.00
Samohi, South Gym, event	\$184.00	\$110.40	NA	\$36.80	NA	\$0.00
Samohi, North Gym Wrestling Room	\$80.00	\$48.00	NA	\$16.00	NA	\$0.00
Samohi, South Gym Dance Room	\$80.00	\$48.00	NA	\$16.00	NA	\$0.00

SPORTS FIELD (practice, game & event rates)						
Samohi, West Field, practice	\$115.00	\$69.00	NA	\$23.00	NA	\$0.00
Samohi West Field, game	\$172.50	\$103.50	NA	\$34.50	NA	\$0.00
Samohi, West Field, event	\$230.00	\$138.00	NA	\$46.00	NA	\$0.00
Samohi Baseball/Softball Fields, practice	\$115.00	\$69.00	NA	\$23.00	NA	\$0.00
Samohi Baseball/Softball Fields, game	\$172.50	\$103.50	NA	\$34.50	NA	\$0.00
Samohi Baseball/Softball Fields, event	\$230.00	\$138.00	NA	\$46.00	NA	\$0.00
Malibu HS, Main Field, practice	\$115.00	\$69.00	NA	\$23.00	NA	\$0.00

Elementary Play Yard (no field), event	\$148.80	\$89.28	NA	\$29.76	\$14.88	\$0.00
Elementary Play Yard (including Field)	\$106.95	\$64.17	NA	\$21.39	\$10.70	\$0.00
Elementary Play Yard (including Field), event	\$186.00	\$111.60	NA	\$37.20	\$18.60	\$0.00
Outdoor Basketball Courts (all Schools - per court)	\$22.32	\$13.39	NA	\$4.46	\$2.23	\$0.00
Outdoor Basketball Courts (all Schools - per court), event	\$44.64	\$26.78	NA	\$8.93	\$4.46	\$0.00
Blacktop (all Schools), event	\$161.20	\$96.72	NA	\$32.24	\$16.12	\$0.00
*FIELD LIGHTS AS NEEDED, per hour	\$62.00	\$37.20	NA	\$12.40	\$6.20	\$0.00
Track and Field						
Lincoln MS, practice	\$71.92	\$43.15	NA	\$14.38	\$7.19	\$0.00
Lincoln MS, meet	\$106.64	\$63.98	NA	\$21.33	\$10.66	\$0.00
Lincoln MS, event	\$148.80	\$89.28	NA	\$29.76	\$14.88	\$0.00
Malibu HS, practice	\$85.56	\$51.34	NA	\$17.11	\$8.56	\$0.00
Malibu HS, meet	\$142.60	\$85.56	NA	\$28.52	\$14.26	\$0.00
Malibu HS, event	\$179.80	\$107.88	NA	\$35.96	\$17.98	\$0.00
Santa Monica HS, practice	\$85.56	\$51.34	NA	\$17.11	\$8.56	\$0.00
Santa Monica HS, meet	\$142.60	\$85.56	NA	\$28.52	\$14.26	\$0.00
Santa Monica HS, event	\$179.80	\$107.88	NA	\$35.96	\$17.98	\$0.00
Tennis Courts						
Samohi, Practice and Recreational Play, per court	\$14.26	\$8.56	NA	\$2.85	\$1.43	\$0.00
Samohi, Tournament or Private Instruction, per court	\$35.65	\$21.39	NA	\$7.13	\$3.57	\$0.00
Malibu HS, Practice and Recreational Play, per court	\$14.26	\$8.56	NA	\$2.85	\$1.43	\$0.00
Malibu HS, Tournament or Private Instruction, per court	\$35.65	\$21.39	NA	\$7.13	\$3.57	\$0.00
Lincoln MS, Practice and Recreational Play, per court	\$14.26	\$8.56	NA	\$2.85	\$1.43	\$0.00
Lincoln MS, Tournament or Private Instruction, per court	\$28.52	\$17.11	NA	\$5.70	\$2.85	\$0.00
Adams MS, Practice and Recreational Play, per court	\$14.26	\$8.56	NA	\$2.85	\$1.43	\$0.00
Swimming Pools, w/access to locker rooms and						
Samohi (10 lanes), for Practice and Recreational Swim, per hour	\$233.12	\$139.87	NA	\$46.62	\$23.31	\$0.00
Samohi (5 lanes), for Practice and Recreational Swim, per hour	\$136.40	\$81.84	NA	\$27.28	\$13.64	\$0.00
Samohi (2 lanes), for Practice and Recreational Swim, per hour	\$81.84	\$49.10	NA	\$16.37	\$8.18	\$0.00
Samohi (10 lanes), for Swim Meets and WP Games per hour	\$310.00	\$186.00	NA	\$62.00	\$31.00	\$0.00
Lincoln MS (7 lanes), for Practice and Recreational Swim, per hour	\$186.00	\$111.60	NA	\$37.20	\$18.60	\$0.00
Lincoln MS (2 lanes), for Practice and Recreational Swim, per hour	\$81.84	\$49.10	NA	\$16.37	\$8.18	\$0.00
Lincoln MS (7 lanes), for Swim Meets and WP Games, per hour	\$248.00	\$148.80	NA	\$49.60	\$24.80	\$0.00
Malibu HS (8 lanes), for Practice and Recreational Swim, per hour	\$186.00	\$111.60	NA	\$37.20	\$18.60	\$0.00
Malibu HS (4 lanes), for Practice and Recreational Swim, per hour	\$121.52	\$72.91	NA	\$24.30	\$12.15	\$0.00
Malibu HS (2 lanes), for Practice and Recreational Swim, per hour	\$81.84	\$49.10	NA	\$16.37	\$8.18	\$0.00
Malibu HS (8 lanes), for Swim Meets and WP Games, per hour	\$248.00	\$148.80	NA	\$49.60	\$24.80	\$0.00
Bullpen & Batting Cages						
Per Batting Cage	\$49.60	\$29.76	NA	\$9.92	\$4.96	\$0.00
Per bullpen	\$74.40	\$44.64	NA	\$14.88	\$7.44	\$0.00
Quad Rental (events)						
	\$310.00	\$150.00	NA	\$50.00	NA	\$0.00
Parking Lots						
Event Parking, per space (12 hour full day)	Filming \$25.00	Filming \$25.00	\$25.00	\$25.00	\$25.00	\$0.00
Campus event rentals						
HS Full campus rental	\$30,000.00					
HS Half campus rental	\$18,600.00					
Middle & Elementary Full Campus rental	\$18,600.00					
Discounts Per Category						
	40% Disc.	60% Disc.	80% Disc.	90% Disc.	100% Disc.	

Non profit

Open to public,
nonexclusive,
limited 4 hoursPrimarily for
SMMUSD
students, but
NOT approved
AfterschoolCommunity
Meeting for
SMMUSD
students or
APPROVED
After SchoolNonprofit &
approved by
SMMUSD as
Affiliated group

AUDITORIUMS / CAFETERIUMS	RATE A		RATE B		RATE D		RATE C & E		RATE F	
	Commercial		Direct		Basic		Community Meeting 1 & 2 Afterschool		Affiliate	
	Performance	Rehearsal	Performance	Rehearsal	Performance	Rehearsal		4 Hour MAX	Performance	Rehearsal
Elementary, Full Day	\$1,380.00	\$483.00	\$1,035.00	\$362.25	\$690.00	\$241.50	NA	NA	\$0.00	\$0.00
Elementary, 1/2 Day	\$897.00	\$313.95	\$672.75	\$235.46	\$448.50	\$156.98	NA	\$15.00	\$0.00	\$0.00
Lincoln MS, Full Day	\$2,070.00	\$724.50	\$1,552.50	\$543.38	\$1,035.00	\$362.25	NA	NA	\$0.00	\$0.00
Lincoln MS, 1/2 Day	\$1,345.50	\$470.93	\$1,009.13	\$353.19	\$672.75	\$235.46	NA	\$22.00	\$0.00	\$0.00
John Adams MS, Full Day	\$4,200.00	\$1,470.00	\$3,150.00	\$1,102.50	\$2,100.00	\$735.00	NA	NA	\$0.00	\$0.00
John Adams MS, 1/2 Day	\$2,730.00	\$955.50	\$2,047.50	\$716.63	\$1,365.00	\$477.75	NA	\$17.00	\$0.00	\$0.00
Malibu HS, Full Day	\$2,075.00	\$726.25	\$1,556.25	\$544.69	\$1,037.50	\$363.13	NA	NA	\$0.00	\$0.00
Malibu HS, 1/2 Day	\$1,348.75	\$472.06	\$1,011.56	\$354.05	\$674.38	\$236.03	NA	NA	\$0.00	\$0.00
SM HS, Full Day (Barnum Hall)	\$3,910.00	\$1,368.50	\$2,932.50	\$1,026.38	\$1,955.00	\$684.25	NA	NA	\$0.00	\$0.00
Samohi HS, 1/2 Day (Barnum Hall)	\$2,541.50	\$889.53	\$1,906.13	\$667.14	\$1,270.75	\$444.76	NA	NA	\$0.00	\$0.00

AMPHITHEATRES	Performance	Rehearsal	Performance	Rehearsal	Performance	Rehearsal	Performance	Rehearsal	Performance	Rehearsal
Samohi (Greek), Full Day	\$4,600.00	\$1,840.00	\$3,680.00	\$1,472.00	\$2,300.00	\$920.00	NA	NA	\$0.00	\$0.00
Samohi (Greek), 1/2 Day	\$2,990.00	\$1,196.00	\$2,392.00	\$956.80	\$1,495.00	\$598.00	NA	NA	\$0.00	\$0.00
Malibu HS, Full Day	\$1,610.00	\$644.00	\$1,288.00	\$515.20	\$805.00	\$322.00	NA	NA	\$0.00	\$0.00
Malibu HS, 1/2 Day	\$1,046.50	\$418.60	\$837.20	\$334.88	\$523.25	\$209.30	NA	NA	\$0.00	\$0.00

FILMING	Commercial Rate		Still Photo/Small Crew (<20 ppl / <6 hours)		Mini Film/Photo
	Filming	Prep	Filming	Prep	< 3 hrs , < 6 ppl
Full Day (school NOT in session)	\$4,600.00	\$2,300.00	NA	NA	NA
Full Day (school IN session)	\$5,175.00	\$2,587.50	NA	NA	NA
Half Day (school NOT in session)	\$2,875.00	\$1,437.50	\$2,000.00	\$875.00	\$850.00
Half Day (school IN session)	\$3,162.50	\$1,581.25	\$2,300.00	N/A	NA
Additional Location Bump	\$500.00	\$250.00	\$250.00	\$125.00	NA
Parking per space / 12 hours	\$20.00	\$20.00	\$20.00	\$20.00	NO PARKING <6 ppl total Cast & Crew
FULL DAY = up to 12 hours; HALF DAY = up to 6 hours; inclusive (walk in to walk out) Overtime Rate for over 12 hours is 15% of rental rate per hour and all staff fees are doubled					



	RATE A	RATE B	RATE C	RATE D	RATE E	RATE F
Fees with 24% Increase	Commercial	Direct	Community Meeting 1	Basic	Community Meeting II & After School	Affiliate

School Rooms						
Classroom, Conference Room	\$34.50	\$20.70	\$13.80	\$6.90	\$3.45	\$0.00
Library, Computer Lab	\$57.50	\$34.50	\$23.00	\$11.50	\$5.75	\$0.00
Music, Choral, Band, Art, Wood/ Auto Shop Rooms	\$63.25	\$37.95	\$25.30	\$12.65	\$6.33	\$0.00

Cafeterias (Excludes Cafeteriums)						
Elementary (cafeteria only, not cafetorium)	\$85.25	\$51.15	\$34.10	\$17.05	\$8.52	\$0.00
Middle	\$103.50	\$62.10	\$41.40	\$20.70	\$10.35	\$0.00
High School	\$115.00	\$69.00	\$46.00	\$23.00	\$11.50	\$0.00

Kitchens						
Elementary	\$41.40	\$24.84	NA	\$8.28	NA	\$0.00
Middle	\$46.00	\$27.60	NA	\$9.20	NA	\$0.00
High Schools	\$80.50	\$48.30	NA	\$16.10	NA	\$0.00

Gyms/Indoor Athletic Facilities						
Indoor Weight Room	\$115.00	\$69.00	NA	\$23.00	NA	\$0.00
Outdoor Weight Room	\$92.00	\$55.20	NA	\$18.40	NA	\$0.00
Indoor Fitness Room	\$115.00	\$69.00	NA	\$23.00	NA	\$0.00
Lincoln MS Gym, practice	\$92.00	\$55.20	\$36.80	\$18.40	\$9.20	\$0.00
Lincoln MS Gym, game	\$138.00	\$82.80	NA	\$27.60	NA	\$0.00
Lincoln MS Gym, event	\$184.00	\$110.40	NA	\$36.80	NA	\$0.00
Adams MS Gym, practice	\$92.00	\$55.20	\$36.80	\$18.40	\$9.20	\$0.00
Adams MS Gym, game	\$138.00	\$82.80	NA	\$27.60	NA	\$0.00
Adams MS Gym, event	\$184.00	\$110.40	NA	\$36.80	NA	\$0.00
Malibu Old Gym, practice	\$92.00	\$55.20	\$36.80	\$18.40	\$9.20	\$0.00
Malibu Old Gym, game	\$138.00	\$82.80	NA	\$27.60	NA	\$0.00
Malibu Old Gym, event	\$184.00	\$110.40	NA	\$36.80	NA	\$0.00
Malibu New Gym, practice	\$115.00	\$69.00	NA	NA	NA	\$0.00
Malibu New Gym, game	\$230.00	\$138.00	NA	NA	NA	\$0.00
Malibu New Gym, event	\$340.00	\$204.00	NA	NA	NA	\$0.00
Samohi, North Gym, practice	\$115.00	\$69.00	NA	NA	NA	\$0.00
Samohi, North Gym, game	\$230.00	\$138.00	NA	NA	NA	\$0.00
Samohi, North Gym, event	\$340.00	\$204.00	NA	NA	NA	\$0.00
Samohi, South Gym, practice	\$92.00	\$55.20	\$36.80	\$18.40	\$9.20	\$0.00
Samohi, South Gym, game	\$138.00	\$82.80	NA	\$27.60	NA	\$0.00
Samohi, South Gym, event	\$184.00	\$110.40	NA	\$36.80	NA	\$0.00
Samohi, North Gym Wrestling Room	\$80.00	\$48.00	NA	\$16.00	NA	\$0.00
Samohi, South Gym Dance Room	\$80.00	\$48.00	NA	\$16.00	NA	\$0.00

Sports Fields (Practice, Game, or Event)						
Samohi, West Field, practice	\$115.00	\$69.00	NA	\$23.00	NA	\$0.00
Samohi West Field, game	\$172.50	\$103.50	NA	\$34.50	NA	\$0.00
Samohi, West Field, event	\$230.00	\$138.00	NA	\$46.00	NA	\$0.00
Samohi Baseball/Softball Fields, practice	\$115.00	\$69.00	NA	\$23.00	NA	\$0.00
Samohi Baseball/Softball Fields, game	\$172.50	\$103.50	NA	\$34.50	NA	\$0.00
Samohi Baseball/Softball Fields, event	\$230.00	\$138.00	NA	\$46.00	NA	\$0.00
Malibu HS, Main Field, practice	\$115.00	\$69.00	NA	\$23.00	NA	\$0.00
Malibu HS, Main Field, game	\$172.50	\$103.50	NA	\$34.50	NA	\$0.00
Malibu HS, Main Field, event	\$230.00	\$138.00	NA	\$46.00	NA	\$0.00
Malibu HS, Baseball/Softball Fields, practice	\$115.00	\$69.00	NA	\$23.00	NA	\$0.00
Malibu HS, Baseball/Softball Fields, game	\$172.50	\$103.50	NA	\$34.50	NA	\$0.00
Malibu HS, Baseball/Softball Fields, event	\$230.00	\$138.00	NA	\$46.00	NA	\$0.00
Malibu HS, Upper/Lower Auxiliary Fields, practice	\$92.00	\$55.20	NA	\$18.40	NA	\$0.00
Malibu HS, Upper/Lower Auxiliary Fields, game	\$138.00	\$82.80	NA	\$27.60	NA	\$0.00
Malibu HS, Upper/Lower Auxiliary Fields, event	\$184.00	\$110.40	NA	\$36.80	NA	\$0.00
Adams MS, North Field, Soccer, practice	\$92.00	\$55.20	NA	\$18.40	NA	\$0.00
Adams MS, North Field, Soccer, game	\$138.00	\$82.80	NA	\$27.60	NA	\$0.00
Adams MS, North Field, Soccer, event	\$184.00	\$110.40	NA	\$36.80	NA	\$0.00
Adams MS, South Field, Football/Soccer, practice	\$115.00	\$69.00	NA	\$23.00	NA	\$0.00
Adams MS, South Field, Football/Soccer, game	\$172.50	\$103.50	NA	\$34.50	NA	\$0.00
Adams MS, South Field, Football/Soccer, event	\$230.00	\$138.00	NA	\$46.00	NA	\$0.00

Lincoln MS, Field, Football/Soccer, practice	\$92.00	\$55.20	NA	\$18.40	NA	\$0.00
Lincoln MS, Field, Football/Soccer, game	\$138.00	\$82.80	NA	\$27.60	NA	\$0.00
Lincoln MS, Field, Football/Soccer, event	\$184.00	\$110.40	NA	\$36.80	NA	\$0.00
Elementary Sports Field	\$86.25	\$51.75	NA	\$17.25	\$8.63	\$0.00
Elementary Sports Field, event	\$150.00	\$90.00	NA	\$30.00	\$15.00	\$0.00
Elementary Play Yard (no field)	\$60.00	\$36.00	NA	\$12.00	\$6.00	\$0.00
Elementary Play Yard (no field), event	\$120.00	\$72.00	NA	\$24.00	\$12.00	\$0.00
Elementary Play Yard (including Field)	\$86.25	\$51.75	NA	\$17.25	\$8.63	\$0.00
Elementary Play Yard (including Field), event	\$150.00	\$90.00	NA	\$30.00	\$15.00	\$0.00
Outdoor Basketball Courts (all Schools - per court)	\$18.00	\$10.80	NA	\$3.60	\$1.80	\$0.00
Outdoor Basketball Courts (all Schools - per court), event	\$36.00	\$21.60	NA	\$7.20	\$3.60	\$0.00
Blacktop (all Schools), event	\$130.00	\$78.00	NA	\$26.00	\$13.00	\$0.00
*FIELD LIGHTS AS NEEDED, per hour	\$50.00	\$35.00	NA	\$35.00	NA	\$0.00

Discounts Per Category	40%	60%	80%	90%	100%
	Discount	Discount	Discount	Discount	Discount

Track and Field						
Lincoln MS, practice	\$58.00	\$34.80	NA	\$11.60	NA	\$0.00
Lincoln MS, meet	\$86.00	\$51.60	NA	\$17.20	NA	\$0.00
Lincoln MS, event	\$120.00	\$72.00	NA	\$24.00	NA	\$0.00
Malibu HS, practice	\$69.00	\$41.40	NA	\$13.80	NA	\$0.00
Malibu HS, meet	\$115.00	\$69.00	NA	\$23.00	NA	\$0.00
Malibu HS, event	\$145.00	\$87.00	NA	\$29.00	NA	\$0.00
Santa Monica HS, practice	\$69.00	\$41.40	NA	\$13.80	NA	\$0.00
Santa Monica HS, meet	\$115.00	\$69.00	NA	\$23.00	NA	\$0.00
Santa Monica HS, event	\$145.00	\$87.00	NA	\$29.00	NA	\$0.00

Tennis Courts						
Samohi, Practice and Recreational Play, per court	\$11.50	\$6.90	NA	\$2.30	NA	\$0.00
Samohi, Tournament or Private Instruction, per court	\$28.75	\$17.25	NA	\$5.75	NA	\$0.00
Malibu HS, Practice and Recreational Play, per court	\$11.50	\$6.90	NA	\$2.30	NA	\$0.00
Malibu HS, Tournament or Private Instruction, per court	\$28.75	\$17.25	NA	\$5.75	NA	\$0.00
Lincoln MS, Practice and Recreational Play, per court	\$11.50	\$6.90	NA	\$2.30	NA	\$0.00
Lincoln MS, Tournament or Private Instruction, per court	\$23.00	\$13.80	NA	\$4.60	NA	\$0.00
Adams MS, Practice and Recreational Play, per court	\$11.50	\$6.90	NA	\$2.30	NA	\$0.00

Swimming Pools, w/access to locker rooms and restrooms						
<i>MUST HAVE DISTRICT LIFEGUARD, NOT INCLUDED IN RATE.</i>						
Samohi (10 lanes), for Practice and Recreational Swim, per hour	\$188.00	\$112.80	NA	\$37.60	NA	\$0.00
Samohi (5 lanes), for Practice and Recreational Swim, per hour	\$110.00	\$66.00	NA	\$22.00	NA	\$0.00
Samohi (2 lanes), for Practice and Recreational Swim, per hour	\$66.00	\$39.60	NA	\$13.20	NA	\$0.00
Samohi (10 lanes), for Swim Meets and WP Games per hour	\$250.00	\$150.00	NA	\$50.00	NA	\$0.00
Lincoln MS (7 lanes), for Practice and Recreational Swim, per hour	\$150.00	\$90.00	NA	\$30.00	\$15.00	\$0.00
Lincoln MS (2 lanes), for Practice and Recreational Swim, per hour	\$66.00	\$39.60	NA	\$13.20	\$6.60	\$0.00
Lincoln MS (7 lanes), for Swim Meets and WP Games, per hour	\$200.00	\$120.00	NA	\$40.00	\$20.00	\$0.00
Malibu HS (8 lanes), for Practice and Recreational Swim, per hour	\$150.00	\$90.00	NA	\$30.00	NA	\$0.00
Malibu HS (4 lanes), for Practice and Recreational Swim, per hour	\$98.00	\$58.80	NA	\$19.60	NA	\$0.00
Malibu HS (2 lanes), for Practice and Recreational Swim, per hour	\$66.00	\$39.60	NA	\$13.20	NA	\$0.00
Malibu HS (8 lanes), for Swim Meets and WP Games, per hour	\$200.00	\$120.00	NA	\$40.00	NA	\$0.00

Bullpen & Batting Cages						
Per Batting Cage	\$40.00	\$24.00	NA	\$8.00	NA	\$0.00
Per bullpen	\$60.00	\$36.00	NA	\$12.00	NA	\$0.00

Quad Rental (events)						
	\$250.00	\$150.00	NA	\$50.00	NA	\$0.00

Parking Lots						
Event Parking, per space (12 hour full day)	Filming \$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$0.00

Campus event rentals						
HS Full campus rental	\$25,000.00					
HS Half campus rental	\$15,000.00					
Middle & Elementary Full Campus rental	\$15,000.00					

Discounts Per Category						
	40% Disc.	60% Disc.	80% Disc.	90% Disc.	100% Disc.	

Fees with 24% Increase	RATE A		RATE B		RATE D		RATE C & E		RATE F	
AUDITORIUMS / CAFETERIUMS	Commercial		Direct		Basic		Community Meeting 1 & 2 Afterschool		Affiliate	
	Performance	Rehearsal	Performance	Rehearsal	Performance	Rehearsal		4 Hour MAX	Performance	Rehearsal
Elementary, Full Day	\$1,711.20	\$598.92	\$1,283.40	\$449.19	\$855.60	\$299.46	NA	NA	\$0.00	\$0.00
Elementary, 1/2 Day	\$1,112.28	\$389.30	\$834.21	\$291.97	\$556.14	\$194.65	NA	\$15.00	\$0.00	\$0.00
Lincoln MS, Full Day	\$2,566.80	\$898.38	\$1,925.10	\$673.79	\$1,283.40	\$449.19	NA	NA	\$0.00	\$0.00
Lincoln MS, 1/2 Day	\$1,668.42	\$583.95	\$1,251.32	\$437.96	\$834.21	\$291.97	NA	\$22.00	\$0.00	\$0.00
John Adams MS, Full Day	\$5,208.00	\$1,822.80	\$3,906.00	\$1,367.10	\$2,604.00	\$911.40	NA	NA	\$0.00	\$0.00
John Adams MS, 1/2 Day	\$3,385.20	\$1,184.82	\$2,538.90	\$888.62	\$1,692.60	\$592.41	NA	\$17.00	\$0.00	\$0.00
Malibu HS, Full Day	\$2,573.00	\$900.55	\$1,929.75	\$675.41	\$1,286.50	\$450.28	NA	NA	\$0.00	\$0.00
Malibu HS, 1/2 Day	\$1,672.45	\$585.36	\$1,254.34	\$439.02	\$836.23	\$292.68	NA	NA	\$0.00	\$0.00
SM HS, Full Day (Barnum Hall)	\$4,848.40	\$1,696.94	\$3,636.30	\$1,272.71	\$2,424.20	\$848.47	NA	NA	\$0.00	\$0.00
Samohi HS, 1/2 Day (Barnum Hall)	\$3,151.46	\$1,103.01	\$2,363.60	\$827.26	\$1,575.73	\$551.51	NA	NA	\$0.00	\$0.00

AMPHITHEATRES	Performance	Rehearsal	Performance	Rehearsal	Performance	Rehearsal	Performance	Rehearsal	Performance	Rehearsal
Samohi (Greek), Full Day	\$5,704.00	\$2,281.60	\$4,563.20	\$1,825.28	\$2,852.00	\$1,140.80	NA	NA	\$0.00	\$0.00
Samohi (Greek), 1/2 Day	\$3,707.60	\$1,483.04	\$2,966.08	\$1,186.43	\$1,853.80	\$741.52	NA	NA	\$0.00	\$0.00
Malibu HS, Full Day	\$1,996.40	\$798.56	\$1,597.12	\$638.85	\$998.20	\$399.28	NA	NA	\$0.00	\$0.00
Malibu HS, 1/2 Day	\$1,297.66	\$519.06	\$1,038.13	\$415.25	\$648.83	\$259.53	NA	NA	\$0.00	\$0.00

FILMING	Commercial Rate		Still Photo/Small Crew (<20 ppl / <6 hours)		Mini Film/Photo
	Filming	Prep	Filming	Prep	< 3 hrs , < 6 ppl
Full Day (school NOT in session)	\$5,704.00	\$2,852.00	NA	NA	NA
Full Day (school IN session)	\$6,417.00	\$3,208.50	NA	NA	NA
Half Day (school NOT in session)	\$3,565.00	\$1,782.50	\$2,000.00	\$875.00	\$850.00
Half Day (school IN session)	\$3,921.50	\$1,960.75	\$2,300.00	N/A	NA
Additional Location Bump	\$500.00	\$250.00	\$250.00	\$125.00	NA
Parking per space / 12 hours	\$20.00	\$20.00	\$20.00	\$20.00	NO PARKING <6 ppl total Cast & Crew
FULL DAY = up to 12 hours; HALF DAY = up to 6 hours; inclusive (walk in to walk out)					
Overtime Rate for over 12 hours is 15% of rental rate per hour and all staff fees are doubled					
SMMUSD does not have nonprofit or student film rates					



TO: BOARD OF EDUCATION

ACTION/MAJOR

08/01/12

FROM: SANDRA LYON

RE: AMEND FINANCIAL OVERSIGHT COMMITTEE (FOC) STATEMENT OF PURPOSE

RECOMMENDATION NO. A.16

It is recommended that the Board of Education consider amending the Financial Oversight Committee (FOC) Statement of Purpose as proposed by the FOC.

COMMENT: At its meeting on February 21, 2012, the Financial Oversight Committee voted to recommend clarification and amend the FOC's Statement of Purpose. The Board must take action to amend the Statement of Purpose. The proposed language amendments are attached.

Ms. Maez explained the proposed language changes, explaining that they are consistent with procedures in the DAC policy. Ms. Lieberman noted that this Statement of Purpose was the only place where FOC procedures are mentioned. The FOC does not fall under the guidelines of the DAC policy because it is an oversight, not advisory, committee. Mr. Mechur stated that the Statement of Purpose was not an appropriate place to dictate the board's committee appointment procedures. Dr. Escarce supported keeping the sentence that was crossed out in Section III, but change "will" to "may." Mr. Patel concurred.

MOTION MADE BY: Ms. Lieberman
SECONDED BY: Ms. Leon-Vazquez
STUDENT ADVISORY VOTE: N/A
AYES: All (7)
NOES: None (0)

**SMMUSD FINANCIAL OVERSIGHT COMMITTEE
STATEMENT OF PURPOSE**

Revised/Board approved ~~February 17, 2011~~ August 1, 2012

I. Committee Composition

The Financial Oversight Committee (FOC) of the Santa Monica-Malibu Unified School District shall consist of 11 members, appointed by the Board of Education. Appointments will be for up to three-year terms, with term expiration dates to be staggered in a 3-4-4 pattern.

The Committee will select a chair and vice-chair, which will each serve for a one-year term.

The District's Assistant Superintendent for Fiscal & Business Services will serve as the staff liaison to the FOC, and will be assisted by other District staff as needed. District consultants may be needed to assist in the work of the FOC, depending on data and/or issues being analyzed.

Prior members of the FOC may serve at the request of the Committee as emeritus members of the FOC at the expiration of their term. Such emeritus members are advisory, non-voting members.

1. Student Representation

In order to seek out and consider students' ideas and viewpoints, the FOC will extend an invitation to the District's three high schools' student governments to select a representative to serve as Student Committee Members on the FOC. The Student Committee Members, no more than one from each high school, shall be a junior or a senior selected by an annual process to be determined by the respective student government bodies, to serve for a period of one year. The Student Committee Members shall have an advisory vote on all agenda items, which shall be recorded on the official minutes.

II. Criteria for Selection of Committee Members

1. Broad perspective of the District
2. Financial and/or management and/or legal expertise/experience/ability to understand school district finances
3. Residing, employed or working within the geographic boundaries of the Santa Monica-Malibu Unified School District
4. Strive for varied background and perspective to complement existing members
5. Communicates clearly the information resulting from the FOC's work
6. Not currently serving as a Santa Monica-Malibu elected official
7. Minimum 75% attendance at FOC monthly meetings
8. Willing to work productively with other FOC members and District staff

In appointing members, the Board will attempt to have the composition of the FOC reflect the composition of the student population.

III. Application Process

The Board will seek applications to fill vacancies on the Committee on an annual basis. Current members whose terms are set to expire may, if in good standing, be recommended for reappointment by the Committee for Board approval after an open interview process has been completed and all applicants considered. All applications received will be reviewed by the FOC, and recommendations regarding FOC members will be forwarded from the Committee to the Board. The FOC is encouraged to recommend more qualified applicants than meet the current demand of the Committee's directives. The FOC may rank the applications, if it so chooses. A subcommittee of the Board will may review the applicants listed in the recommendation and make a final recommend to the entire Board. The Board appoints members to the Committee.

Applications will be considered valid for a period of one year from the date of receipt, unless withdrawn by the applicant.

All applicants will be asked to provide their professional resume, together with the application form and any other information they may deem relevant. Application forms will be available at the switchboard of the District's administrative offices, 1651 16th Street in Santa Monica, upon request from the Superintendent's Office, and on the district's website.

IV. FOC Roles and Responsibilities

1. Review any matters potentially having a significant impact on District finances before the Board of Education takes action.
2. Assist the District in educating the general public concerning school finance issues, including creating reader friendly budget information.
3. Serve as the Measure R Independent Citizens Oversight Committee charged with reviewing the District's administration of and compliance with the terms of the Measure.
4. Provide monitoring and review of the City of Santa Monica joint-use agreement with the District, as per the terms of that contractual agreement.
5. Provide monitoring and review of the City of Malibu joint-use agreement with the District, as per the terms of that contractual agreement.
6. Review the District's annual audit and accompanying management letters, and submit any comments or recommendations to the Board of Education.
7. Review the annual budget, enrollment projections, revenue and expenditure forecasts, and the District's capital program, and submit any recommendations to the Board of Education.
8. Serve as liaison to other District committees regarding financial implications of proposed program or policy changes at the direction of the Board.

V. Conflict of Interest

Financial Oversight Committee members shall sign the Conflict of Interest pledge.

VI. FOC Meetings and Procedures

The FOC will meet regularly during the school year. The annual schedule of meetings will be determined at the first meeting of each year. At least one meeting per year will be held in Malibu. Additional meetings will be scheduled as needed. FOC meetings are subject to State open meeting laws, including timely agenda posting and participation by the public.

The FOC will annually report to the Board on Measure R and other oversight activities.

At the beginning of each fiscal year the FOC will consider and select several objectives related to its purpose, which will serve as the FOC's focus during that year, subject to concurrence by the Board of Education.

The FOC may, as needed, form subcommittees to provide an opportunity for in-depth review.

If a voting FOC member fails to attend at least 75% of the meetings in a fiscal year or does not participate materially in at least one subcommittee, this can be grounds for removal from the Committee. The FOC may recommend that the Board remove the FOC member from the Committee.

The FOC may adopt other rules and procedures to govern its operations, including by-laws, subject to review and approval by the Board of Education.

SMMUSD and City of Malibu Joint-Use Agreement- 2019-2022

***Data from Academic Year 2017-2018**

Facility	Primary User	2017-2018 Hours	Basic Rate	Payment Amount
Juan Cabrillo Field	AYSO / City Programs	461	\$ 24.00	\$ 11,064.00
Juan Cabrillo Classroom	After School Programs	60	\$ 9.00	\$ 540.00
Juan Cabrillo Outdoor Courts	City Programs	80	\$ 9.00	\$ 720.00
Point Dume Field	AYSO / Community Use	735	\$ 24.00	\$ 17,640.00
Point Dume Classroom	After School Programs	94	\$ 9.00	\$ 846.00
Point Dume Outdoor Courts	City Programs	80	\$ 9.00	\$ 720.00
Webster Field	AYSO / City Programs	144	\$ 24.00	\$ 3,456.00
Webster Classroom	After School Programs	60	\$ 9.00	\$ 540.00
Webster Outdoor Courts	City Programs	80	\$ 9.00	\$ 720.00
Malibu Community Pool	City Programs / Community Swim	1558	\$ 36.00	\$ 56,088.00
Malibu High Small Gym	After School Programs / City Programs	440	\$ 24.00	\$ 10,560.00
Malibu High Baseball Field	AYSO	96	\$ 30.00	\$ 2,880.00
Malibu High Softball Field	Little League	104	\$ 30.00	\$ 3,120.00
Malibu High Upper Field	AYSO	570	\$ 24.00	\$ 13,680.00
Malibu High Auxiliary Field	AYSO	190	\$ 24.00	\$ 4,560.00
Malibu High Tennis Courts	After School Programs / City Programs	251	\$ 6.00	\$ 1,506.00
2017-2018 Basic Rate				\$ 128,640.00

\$ 128,640.00 Facilities
 \$81,550 Sports Facility Attendant
 *SFA Amount from 17-18 FY

SMMUSD and City of Malibu Joint-Use Agreement- 2019-2022

***Direct Rate Applied for Non-SMMUSD Student Programming**

\$ 210,190.00

Facility	Primary User	2017-2018 Hours	Basic and Direct Rate	Payment Amount
Juan Cabrillo Field	AYSO / City Programs	461	\$ 24.00	\$ 11,064.00
Juan Cabrillo Classroom	After School Programs	60	\$ 9.00	\$ 540.00
Juan Cabrillo Outdoor Courts	City Programs	80	\$ 9.00	\$ 720.00
Point Dume Field (1)	Community Weekend Use	721	\$ 48.00	\$ 34,608.00
Point Dume Field (2)	AYSO / City Programs	14	\$ 24.00	\$ 336.00
Point Dume Classroom	After School Programs	94	\$ 9.00	\$ 846.00
Point Dume Outdoor Courts	City Programs	80	\$ 9.00	\$ 720.00
Webster Field	AYSO / City Programs	144	\$ 24.00	\$ 3,456.00
Webster Classroom	After School Programs	60	\$ 9.00	\$ 540.00
Webster Outdoor Courts	City Programs	80	\$ 9.00	\$ 720.00
Malibu Community Pool (1)	Community Weekend Use	434.5	\$ 72.00	\$ 31,284.00
Malibu Community Pool (2)	City Programs	1124	\$ 36.00	\$ 40,464.00
Malibu High Small Gym (1)	Adult Open Gym	102	\$ 48.00	\$ 4,896.00
Malibu High Small Gym (2)	After School / City Programs	338	\$ 24.00	\$ 8,112.00
Malibu High Baseball Field	AYSO	96	\$ 30.00	\$ 2,880.00
Malibu High Softball Field	Little League	104	\$ 30.00	\$ 3,120.00
Malibu High Upper Field	AYSO	570	\$ 24.00	\$ 13,680.00
Malibu High Auxiliary Field	AYSO	190	\$ 24.00	\$ 4,560.00
Malibu High Tennis Courts	After School Programs / City Programs	251	\$ 6.00	\$ 1,506.00
Basic and Direct Rate				\$ 164,052.00

Direct Rate

Basic Rate

\$ 164,052.00 Facilities
 \$86,443 Sports Facility Attendant
 *SFA Amount from 17-18 FY with 6% COLA
 0.06 COLA (2018-2019 and 2019-2020)
 \$250,495

**AMENDMENT NO. 2 TO MASTER USE AGREEMENT
BETWEEN THE CITY OF MALIBU AND SANTA MONICA-MALIBU UNIFIED SCHOOL
DISTRICT REGARDING JOINT USE OF SCHOOL DISTRICT FACILITIES**

THIS AMENDMENT NO. 2 TO AGREEMENT is made and entered in the City of Malibu on June 24, 2019 by and between the CITY OF MALIBU, herein after referred to as City, and Santa Monica-Malibu Unified School District, hereinafter referred to as District.

The City and the District agree as follows:

RECITALS

- A. On July 13, 2013, the City entered into an Agreement with the District to use school facilities for recreational programs and community use during non-school hours ("the Agreement").
- B. On July 12, 2016, the City entered into Amendment No. 1 to the Agreement with the District to increase facility fees and extend the end date to June 30, 2019.
- C. The City and the District desire to amend the Agreement to extend the end date to June 30, 2020.
- D. The City and the District desire to amend the Agreement related to facility use fees applied to City-sponsored programs and local youth sports organizations.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- 1. Section 1.1 is hereby amended to read as follows:
The "Basic Costs" of District's operation of said facilities, building or portions thereof for the uses outlined in this Agreement, shall be the basis upon which an annual contribution shall be made by the City to the District for actual use of said facilities, buildings or portions thereof for the 2019-20 fiscal year; and that "Basic Rate" and "Direct Rate" indicated in Exhibit A (Facility Fee Schedule) shall be the basis for the term of the Amendment. The "Basic Rate" will be applied for City youth and middle programs and Malibu youth sports organizations, and the "Direct Rate" will be applied for City-sponsored community use and adult programs. Any cost incurred related to City use of District facilities outside those costs identified in Exhibits A shall be subject to negotiation by the two agencies.
- 2. Section 1.3 is hereby amended to include Malibu High School, Malibu Elementary School, and Webster Elementary School.
- 3. Section 1.13 is hereby amended to expire on June 30, 2020.
- 4. Section 2.2 is hereby amended to include Malibu High School, Malibu Elementary School, and Webster Elementary School.
- 5. All terms and conditions of the Agreement and prior Amendment No. 1 not amended by this Amendment No. 2 remain in full force and effect.

This Agreement is executed on _____, 2019 at Malibu, California, and effective as of July 1, 2019.

CITY OF MALIBU:

REVA FELDMAN, City Manager

ATTEST:

HEATHER GLASER, City Clerk
(seal)

APPROVED AS TO FORM:

CHRISTI HOGIN, City Attorney

SCHOOL DISTRICT REPRESENTATIVE:

By: DR. BEN DRATI
Title: Santa Monica-Malibu Unified School
District Superintendent

**MASTER AGREEMENT BETWEEN SANTA MONICA-MALIBU UNIFIED SCHOOL
DISTRICT AND THE CITY OF MALIBU REGARDING JOINT USE OF SCHOOL
DISTRICT FACILITIES**

This Agreement is made and entered into as of this 29 day of August, 2013, by and between the City of Malibu, a municipal corporation, hereinafter referred to as the "City" and Santa Monica-Malibu Unified School District, a unified school district, hereafter known as the "District," each duly organized and existing under the constitution and laws of the State of California (collectively, the "Parties"); and

WITNESSETH

WHEREAS, the District desires to promote the health and welfare of the students and staff of the District and the City desires to promote the health and welfare of the residents of the City and enhance recreational opportunities. The Parties also desire to cultivate and develop community education, health, fitness and good citizenship by providing for a program of City and District education, recreation, and athletics and to conduct such programs of community education, recreation and athletics as will contribute to the attainment of objectives of said District and City; and

WHEREAS, the District and City have previously maintained a cooperative working arrangement, which has shown that the joint use of the grounds and facilities can afford the community increased educational, recreational, and athletic opportunities at a cost that would otherwise be required of our comparable programs; and

WHEREAS, the development of an educational, recreational and athletic programs to meet the needs of the District and City and community requires optimum use of all publicly owned facilities which are adaptable to use for educational, recreational, physical education and athletic purposes; and

WHEREAS, this agreement is entered into under authority granted under the Government Code (Section 6500 et seq.) and by one or more of Education Code Sections 17051 (re joint use of parks and recreation), 17060 (re joint ventures) and 10900 et seq. (re joint use of property and facilities) of the State of California, which authorize and empower school districts and municipalities to enter into agreements with each other for the purpose of organizing, promoting and conducting joint use programs for the provision of school facilities and community recreational and educational opportunities for the citizens and residents of City and District; and

WHEREAS, City and District desire to enter into this Agreement pursuant to said statutory authorization; and

WHEREAS, this Agreement governs joint use of facilities at Malibu High School, Juan Cabrillo Elementary School, Point Dume Marine Science School and Webster Elementary School; and

WHEREAS, the Parties desire to establish general guidelines for joint use of existing facilities

NOW, THEREFORE, City and District hereby mutually covenant and agree with each other as follows:

1.0 GENERAL PROVISIONS OF JOINT USE OF FACILITIES

That the District shall make available to the City the use of certain outdoor facilities, buildings or portions thereof as specifically requested and for the time requested, subject to the following conditions:

- 1.1 That the “Basic Costs” of District’s operation of said facilities, buildings or portions thereof, as indicated on Exhibit A (Facility Use Schedule), shall be the basis upon which a annual contribution shall be made by the City to the District for use of said facilities, buildings or portions thereof for the 2013-14 fiscal year; and that “Basic – Rate D” indicated in Exhibit D shall be the basis for each year thereafter for the term of his agreement. Any costs incurred related to City use of District facilities outside those costs identified in Exhibits A and D shall be subject to negotiation by the two agencies.
- 1.2 The party having responsibility for supervision of a class, athletic program or recreational activity may charge a permit fee no greater than the “Basic Cost” as listed on the District fee schedule or an amount equal to 100% of the recovery of City’s direct costs of supervision, instruction, or materials used (so called “program costs”) whichever is greater. Such fees may be retained by the supervising authority as part of its budget for providing leadership and supervision of the education, recreation or athletic program. Such fee schedule must be reviewed by the appropriate District and City governing agency, board or commission, whichever is applicable. No fee shall be charged in violation of Education Code Sections 10902 or 10912.
- 1.3 The City shall provide, pay for and supervise the City sponsored or permitted educational, recreational or athletic programs at District facilities at Malibu High School, Juan Cabrillo Elementary School, Point Dume Marine Science School, and Webster Elementary School. District and City will agree to a Facility Use Schedule (Exhibit A) prior to the issuance of any permit to use certain facilities. Once the District has allocated certain dates and hours to City use of facilities the City shall be responsible for programming or permitting of those facilities.
 - 1.3.1 Any City or community person or group desiring use of District facilities on those dates and during those times allocated to the City under this Agreement, must make application, subject to the policies and regulations set forth by the District and City, through the central Permit Office of the City. This Office will coordinate such use through the City Park and Recreation Department, the District Facility Permit Office and the school site administrator.
 - 1.3.2 City shall provide District permit office and school site administrators in advance with quarterly or seasonal calendars identifying all permits issued to use District facilities. District facilities must not be used until such time as notification of the

granting of a permit is received and the District Facility Permit Office and school site administrator have been notified of said permit schedule.

- 1.3.3 The District will charge an additional fee for staffing Sports Facility Attendants during City use, including City permits issued for community recreational and athletic groups.
- 1.4 Facility use outside the scope of this Agreement shall be subject to a separate agreement between the parties.
- 1.5 No use of the buildings, grounds, or equipment of the District for community educational, recreational or athletic purposes pursuant to this agreement shall interfere with the use of the buildings, grounds and equipment for its primary day to day educational mission, extracurricular programs primarily supported or sponsored by the District or special or emergency maintenance or custodial services, District sponsored activities, programs and events shall always have first priority. Therefore, if a need arises after the establishment of any schedule, the City shall relinquish its permit to use District facilities for such educational need. The District shall make every effort to provide two weeks written notice to the City should such cancellation become necessary.
- 1.6 The advance schedule may be altered at the request of the either of the parties with concurrence of the other party.
- 1.7 The Administrative authority for any City recreational or educational programming shall be vested in the City Manager and /or his/her assignee(s).
- 1.8 The City educational, recreational or athletic program shall provide the materials, supplies and equipment necessary to conduct its educational, recreational or athletic programs. Use of that equipment shall not be denied to District if approved by the City for use for educational, athletic and recreational programs made available by the District.
- 1.9 The District's educational, recreational or athletic program shall provide the materials, supplies and equipment necessary to conduct its educational, recreational or athletic programs. Use of that equipment shall not be denied to the City if approved by the District for use for educational, athletic and recreational programs made available by the City to the community.
- 1.10 As set forth in section 1.14 below, City agrees to accept facilities AS-IS. The District shall maintain all facilities which are a part of this agreement in a safe and clean condition, normal wear and tear excepted, and furnish them to the City in such condition at the time it is permitted to use them. City shall return the building, facilities and grounds used in as good condition as they were received, normal wear and tear excepted, and shall repair and/or replace or pay for repair and/or replacement of buildings, facilities, equipment which are proven to be damaged by the City sponsored users within 10 working days of filing and receipt of a site damage report by the City Park and Recreation Supervisor.

- 1.11 The City shall provide certain funding for the District to employ, hire or assign District employees, agents or other representatives to (i) prepare or otherwise setup said facilities, buildings or portions thereof for City's use, (ii) serve as security at said facilities, buildings or portions thereof or the District property in general, or (iii) provide other services in connection with City's use of said facilities, buildings or portions thereof, as shown on the Facilities Use Agreement (Exhibit A). The City shall provide certain funding for certain custodial, security, permit monitoring and /or maintenance/grounds services upon request of the District if any special educational, recreational or athletic event(s) should cause need for additional custodial, security, permit monitoring and /or maintenance/grounds services.
- 1.12 The City agrees to make an annual total contribution in an amount at least equal to the District's Basic Costs for management, supervision, operation, and maintenance and renovation associated with specific community educational, recreational, sports programs operating in District facilities, as shown on the Facilities Use Agreement (Exhibit A).
- 1.13 This agreement shall become effective on July 1, 2013. This agreement shall be in full force and effect for three (3) years. This agreement shall expire on June 30, 2016 unless duly terminated in accordance with section 6.3 of this agreement.
- 1.14 As-Is: City hereby represents, covenants and warrants that neither the District nor anyone acting on the District's behalf has made any representation, warranty or other guarantee regarding the fitness of the facilities, buildings, or portions thereof to be used under this Agreement for the particular use desired by City. Furthermore, City hereby represents, covenants and warrants that, as a material inducement to the execution and delivery of this Agreement by the District, City acknowledges and agrees that it accepts such facilities, buildings, or portions thereof in their "AS-IS", "WHERE-IS", "WITH ALL FAULTS" physical condition and in an "AS-IS", "WHERE-IS", "WITH ALL FAULTS" state of repair, and District has no obligation to repair or improve such facilities, buildings or portions thereof in anticipation of or in connection with City's exercise of its rights under this Agreement, nor shall City or anyone claiming by, through or under City have any right or remedy against District as a result of any physical condition of such facilities, buildings, or portions thereof (including, without limitation, any defect in or to the facilities, buildings or portions thereof). CITY HEREBY GENERALLY, FULLY AND IRREVOCABLY RELEASES DISTRICT, ITS EMPLOYEES, AGENTS OR OTHER REPRESENTATIVE FROM ANY AND ALL CLAIMS THAT CITY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST DISTRICT, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTACTORS OR OTHER REPRESENTATIVES FOR AND FROM ANY COST, LOSS, LIABILITY, UNFORSEEN, KNOWN OR UNKNOWN, ARISING OUT OF OR RELATED TO THE FACILITIES, BUILDINGS, OR PORTIONS THEREOF TO BE USED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY PATENT, LATENT OR OTHER DEFECTS IN THE PROPERTY OR THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY. WITH RESPECT TO THE RELEASES AND WAIVERS SET FORTH IN THIS SECTION 1.14, CITY EXPRESSLY WAIVES THE

BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR”.

CITY HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND UNDERSTANDS THE SIGNIFIGANCE OF THIS WAIVER OF SECTION 1542 RELATING TO UNKNOWN, UNSUSPECTED AND CONCEALED CLAIMS. BY ITS INITIALS BELOW, CITY ACKNOWLEDGES THAT IT FULLY UNDERSTANDS, APPRECIATES AND ACCEPTS ALL OF THE TERMS OF THIS SECTION 1.14.

THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS THAT HAVE ACCRUED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT OR TO ANY CLAIMS OCCASIONED BY THE DISTRICT'S FAILURE TO MEET ITS OBLIGATIONS SET FORTH IN PARAGRAPH 1.11.

2.0 GENERAL OPERATING PRINCIPLES

- 2.1 Facilities to be jointly used under this Agreement shall be identified and defined in Exhibit A, attached and made part of this Agreement. Whenever a facility is proposed for joint use within a larger site or project, the joint-use and non-joint use facilities (if any) shall be clearly separated, identified and defined.
- 2.2 The term “facilities” may include school and recreation buildings (including restrooms, storage facilities and offices), multipurpose rooms, shade facilities (including both natural trees and artificial structures), drainage systems, auditoriums, gymnasiums, art rooms, kitchens, meeting rooms, computer rooms, athletic areas, playgrounds, parks, exercise paths, playfields, school grounds, parking and utility facilities incidental to the foregoing, and other recreational areas presently operated or that may hereafter be operated by either Party, and any ancillary facilities, at Malibu High School, Juan Cabrillo Elementary School, Point Dume Marine Science School and Webster Elementary School.
- 2.3 This Agreement shall be a Master Agreement that covers general requirements needed to effectively implement an overall cooperative program between City and District. In addition, the Parties may desire to expand such cooperative program to include one or more sites, facilities and/or projects under a separate agreement.
- 2.4 From time to time, the Parties to this Agreement may adopt and/or execute additional or supplemental agreements and/or policies governing the use of each joint use facility, and attach each such agreement or policy (each, an “Use, Operation, Maintenance, Repair and Renovation of Joint Use Facilities Policy”, or as referred to in this Agreement, a “Policy”) as part of Exhibit A, attached to this Agreement. Each such Use, Operation, Maintenance, Repair and Renovation of Joint Use Facilities Policy shall cover the matters set forth in Article 5 hereof, shall become a part of this Agreement and shall be consistent with the general requirements specified herein. Any and all additions or modifications to

this Agreement require the written consent of both Parties as set forth in Section 6.11 of this Agreement.

- 2.5 Proposals for specific facilities to be covered by this Agreement shall be reviewed annually by appropriate District and City staff as outlined in Section 2.7 below. The appropriate forums shall include a jointly convened meeting of appropriate District advisory committee, department, and school site management – site governance council and/or program representatives and a designated City agency or department.
- 2.6 A joint meeting of the District and City staffs shall be held as necessary (but no less than annually) during the term of this agreement to consider matters of mutual concern and to develop or amend a “Joint Use Schedule” identifying the type of uses and times available for a particular facility. Each such schedule shall become a part of this Agreement (as Exhibit A hereto) and shall be subject to the general requirements specified herein. The Joint Use Schedule shall identify the responsible party for maintenance and supervision, whether by incorporation of the applicable Policy or otherwise. Any and all additions or modifications to the Joint Use Schedule require the written consent of both Parties as set forth in Section 6.11 of this Agreement.
- 2.7 Per District Policy, the Board of Education shall review, update and establish a “Facility Fee Schedule” that sets out the Basic, Direct and Fair Market costs, if any, of operating facilities covered under this Agreement and which will serve as the basis for calculating facility rental charges for each Party and the general public. For the purpose of this agreement and any contribution calculated based upon the District Facility Fee Schedule, the Facility Fee Schedule annual increases will not exceed the percent change in the local Consumer Price Index (CPI) through the term of this Agreement. Such costs include wear and tear attributable to additional use, custodial and clean-up costs, supervision and extraordinary costs of any kind, including all costs associated with the respective Party’s use of the other Party’s facility that are above those costs normal to the operation and maintenance of a specific building or facility in the absence of the specific use. Each such schedule shall become a part of this Agreement and shall be consistent with the general requirements specified herein. If a Facility Fee Schedule is not established, any facility rent charged to a Party shall not exceed the cost as defined herein.

3.0 GOVERNANCE

- 3.1 The City and the District shall routinely advise and consult the other regarding significant changes in land use planning and facility development plans to assess impacts and opportunities for joint use. Each Party, however, shall maintain the primary planning and decision-making role on each facility or property that it owns.
- 3.2 Facilities subject to this Agreement shall be designed to enhance the surrounding environment, with a strong awareness for efficiency of operation, maintenance and aesthetics.

4.0 JOINT USE: SCHEDULING AND OPERATION

- 4.1 The Facility Use Schedule shall be publicly disseminated for each facility to be covered by this Agreement. The Parties shall, as resources become available implement a computerized uniform data-sharing system accessible by the appropriate staff of each Party to schedule activities and the use of the shared-use facilities. Specific attention shall be paid to identifying supervision, security and maintenance responsibilities for each and every facility use. Parties shall jointly set appropriate hours of operation for each such facility while maintaining a sense of flexibility and cooperation for each organization's changing or special program needs. Appropriate fees will be agreed upon prior to approval of use and shall reflect the "Basic Cost" of the accommodation and operation of the facility for the educational, recreational and athletic programming and permit use of the community and City as set forth in Section 1.1 of this Agreement.
- 4.2 Parties shall continuously review and examine their current practices and provision of services and shall work both independently and together to make all necessary changes in such practices in order to reduce costs, avoid duplication, achieve economy of scale, increase efficiency, and enhance provision of services.
- 4.3 Subject to specific agreement otherwise in a Facility Use Schedule (Exhibit A), District shall have the right to the exclusive use of the shared-use facilities during all "school days" during "school hours" and "school use" as hereinafter defined. Use of the shared-use facilities by the City at times during the District's exclusive use period shall be permitted only by mutual agreement of the Parties or pursuant to the applicable Joint Use Schedule.
- 4.4 "School days" are defined collectively as (i) those days on which school is held in regular session as established in the school calendar from time to time and adopted by the Board of Education for each school year, and (ii) those other days on which District-sponsored programs are scheduled. The "school hours" and "school use" of such school days shall be collectively (i) those regular school hours as established by the administration of each school in accordance with rules and regulations of the Board of Education, and (ii) those additional hours during which District-sponsored activities are scheduled to occur.
- 4.5 All joint use facilities and equipment shall be used for their intended purposes. The Facilities Use Schedule shall be subject to an annual review and modification by the Parties, in order to ensure that all normal facility and equipment uses are accommodated if reasonably possible and to avoid potential conflicts between facility uses and users. Any and all additions or modifications to the Facilities Use Schedule require the written consent of both Parties as set forth in Section 6.11 of this Agreement. With respect to District-owned facilities, each Facility Use Schedule shall assign a priority of use for covered facilities and equipment during nonexclusive use hours in the following order:

- 4.5.1 Activities and programs of the District that are directly related to the District's school programs;
 - 4.5.2 Events or activities that are designed to serve organizations directly sponsored by or associated with the District, such as Parent Teacher Associations, Education Foundation, etc;
 - 4.5.3 Events or activities connected with the City's or District's general programs in the order of priority reasonably established between the Parties;
 - 4.5.4 All other organizations and individuals.
- 4.6 Each Party shall be responsible for the proper conduct, supervision and security of any activity or use conducted or sponsored by or through such Party at any joint use facility as required in the Rules of Use for Facilities (Exhibit C).
- 5.0 OPERATION, MAINTENANCE, REPAIR, AND RENOVATION OF JOINT USE FACILITIES**
- 5.1 The Parties shall work together to insure that all joint use facilities are adequately maintained to allow proper and safe use, appearance and longevity. Each Facility Use Schedule shall be covered by District Policy, Rules and Regulations and the terms thereof shall be enforced in a fair and non-discriminatory manner.
 - 5.2 The cost of operation, maintenance and repair of joint use facilities shall be identified in the Facility Fee Schedule, as appropriate. Factors for allocation of such costs between District and City shall include proportionate use, type and intensity of use, value of joint use benefit received, and other pertinent factors. Payment from the City to the District for operations, maintenance, repairs and renovation are part and parcel to the fees paid in accordance with the fee schedule attached as Exhibits A and C respectively.
 - 5.3 District Policy (Exhibit B) shall include rules and regulations governing operational issues (such as determination of costs, hours, scheduling, staffing, maintenance and repair), utilities, security supervision, materials, equipment, and supplies. Each Policy shall be designed and implemented with due regard for benefits to the community, operational efficiencies, and cost effectiveness.
 - 5.4 General Security issues regarding facilities shall be addressed in regular meetings with District staff. City staff will be provided with phones during City use or when City permits facilities for use, so that its staff can communicate immediately with City and/or District supervisory staff or, if necessary, the Los Angeles County Sheriff's Department. City staff will immediately report and/or document an event, incident or activity on District property that violates the District Rules of Use for Facilities (see Exhibit B), this agreement or is prohibited by local Board rules or State Education Code. City and District shall share the costs of manufacture and installation of a new signage displaying the District Rules of Use for Facilities at the entrance to each school site covered under this agreement.

6.0 MISCELLANEOUS PROVISIONS

6.1 Indemnification and Hold Harmless

6.1.1 District Hold Harmless: District shall indemnify, defend and hold harmless, to the maximum extent permitted by law, City and its officers, council members, agents, employees and representatives ("related parties"), from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, costs (including attorneys fees), liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless of whether the allegations are false, fraudulent or groundless), relating to District's or its representatives' or invitees' use of a facility (including, without limitation, any personal injury or property damage resulting from or occurring during the District's use of a facility and whether or not such an injury or damage resulted from any existing conditions at the facility) or breach of this Agreement, with the exception of those injuries, losses damages occasioned by the negligence or willful misconduct of City or its related parties.

6.1.2 City Hold Harmless: The City shall indemnify, defend and hold harmless, to the maximum extent permitted by law, District and its officers, Board members, agents, employees and representatives ("related parties"), from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, costs (including attorneys fees), liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless of whether the allegations are false, fraudulent or groundless), relating to City's or its representatives' or invitees' use of a facility (including without limitation, any personal injury or property damage resulting or occurring during the City's use of a facility and whether or not such an injury or damage resulted from any existing conditions at the facility) or breach of this Agreement, with the exception of those injuries, losses or damages occasioned by the negligence or willful misconduct of District or its related parties.

6.2 Insurance. District and City are currently self-insured for property and liability insurance. Notwithstanding the foregoing, the Parties may elect to insure one or more facilities separately, or to require non-party users to obtain appropriate insurance for the use of a facility. Such special insurance requirements shall be specified where appropriate or applicable in a Facility Fee Schedule.

6.3 Termination. The term of this agreement is (3) three years. Except as otherwise provided herein, or as required by law, either Party may terminate this Agreement in whole or in part (with respect to a specific joint use facility) upon sixty (60) days written notification. Termination of all or a portion of this Agreement shall effectively terminate each applicable implementing agreement attached in each Exhibit, subject to any specific requirements of cost allocations, reimbursements and/or supplemental termination procedures set forth therein.

- 6.4 Attorneys Fees and Costs. Each party shall bear its own attorneys fees and cost in connection with this agreement, except as provided herein or otherwise provided by law. If either party commences an action against the other party to enforce any of the terms of this Agreement or otherwise with respect to the facilities, the prevailing party, in addition to any other relief to which such party may be entitled, shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. The term "attorneys' fees" and "attorneys' fees, costs and expenses" shall mean the fees, costs and expenses of counsel to the parties hereto, which may include printing, photostatting, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding, and shall include, specifically, all fees, costs and expenses of expert witnesses. For purposes of this Agreement, the term "prevailing party" shall include a "prevailing party" as defined in California Code of Civil Procedure Section 998.
- 6.5 Entire Agreement. This Agreement, together with Exhibits A, B, C and D attached hereto, represents the entire and integrated Agreement between District and City for the facilities at Malibu High School, Juan Cabrillo Elementary School, Point Dume Marine Science School and Webster Elementary School. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written including all prior joint use agreements between the City and District pertaining to these school sites. Any modifications to the terms and conditions of this Agreement shall be effective only when agreed to in writing by both the District and City.
- 6.6 Relationship of the Parties. The Parties hereby agree that their relationship shall be that of joint users of the property identified for such use, and in no event shall this Agreement be construed as creating a legal partnership, employment or agency/principal relationship.
- 6.7 Notices. Notices hereunder shall be sufficient if delivered to:
- | | |
|----------------|--|
| If to City: | City of Malibu City Manager
23825 Stuart Ranch Road
Malibu, CA 90265 |
| If to District | Santa Monica-Malibu Unified School District
Superintendent of Schools
1651 Sixteenth Street
Santa Monica, CA 90404-3891 |
- 6.8 Section Heading. All section headings in this Agreement are for convenience of reference only and are not construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

- 6.9 Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld or delayed. Where circumstances or applicable law requires, consent may be subject to School Board and City Council approval.
- 6.10 Governing Law. This Agreement is made under the Constitution and laws of the State of California and is to be so construed.
- 6.11 Amendment. This Agreement may be amended at any time, or from time to time, by one or more supplemental written agreements executed by all of the Parties to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties (including any legal entities or taxing entities heretofore or hereafter created) in pursuance of the purposes of this Agreement.
- 6.12 Disputes. In the event of disputes related to this agreement, the Parties shall first attempt to resolve the matter informally by mutual agreement of the Superintendent and the City Manager.
- 6.13 Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.
- 6.14 Successors and Assignment of Interests. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties. Neither Party may assign any right or obligation hereunder without the written consent of the other Party, which may be denied in such Party's non-arbitrary but otherwise sole discretion.
- Nothing under this Agreement shall be construed to give any rights or benefits to any party other than City and District. All duties and responsibilities under this Agreement shall be the sole and exclusive benefit and burden of City and District, and not for the benefit of any other party unless agreed to by both Parties in a Policy or other applicable written agreement entered into under the authority of this Agreement.
- 6.15 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 6.16 Employees and Public Benefit. This Agreement is intended to promote a public benefit. Persons employed at a facility shall be public employees of either City or District as the case may be. This Agreement shall not be construed as a private contract for a public service. Notwithstanding the foregoing, this Agreement shall not limit either Party's legal right to contract for services, goods or construction of facilities pursuant to applicable law and regulation.

7.0 AUTHORITY

- 7.1 This Agreement may be subject to approval and/or ratification of the governing board of each party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers there unto duly authorized, on the day and year first set forth above.


CITY OF MALIBU

Approved as to form by legal counsel:

By: 

Date: 9.5.13

CITY OF MALIBU

Executed this day:  9/5/13

By: 

City Manager

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

Executed this day: 8/28/2013

By: 

Superintendent

00174-00005/479026.4

CRA/LA, A DESIGNATED LOCAL AUTHORITY
SUMMARY OF DISTRIBUTIONS TO AFFECTED TAXING ENTITIES
SINCE INCEPTION THROUGH JUNE 3, 2019

DISTRIBUTION DATE	COUNTY OF LOS ANGELES		CITY OF LOS ANGELES		LOS ANGELES UNIFIED SCHOOL DISTRICT		ERAF		LOS ANGELES COMMUNITY COLLEGES DISTRICT		COUNTY OFFICE OF EDUCATION		SPECIAL DISTRICTS		TOTAL	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
ROPS 2 - 6/1/12	\$ 33,474,100	47.7%	\$ 23,214,091	33.1%	\$ 11,644,239	16.6%	\$ -	0.0%	\$ 1,612,716	2.3%	\$ 248,242	0.4%	\$ 36,629	0.1%	\$ 70,230,018	
ROPS 1 True-Up - 7/12/12	23,254,552	44.9%	16,950,967	32.7%	10,066,024	19.4%	-	0.0%	1,348,413	2.6%	186,652	0.4%	27,575	0.1%	\$ 51,834,182	
ROPS 3 - 1/2/13	12,540,595	18.4%	16,840,391	24.7%	33,667,222	49.3%	-	0.0%	1,655,508	2.4%	3,556,083	5.2%	18,647	0.0%	\$ 68,278,446	
DDR LMIHF - 1/3/13	9,252,994	25.9%	9,394,773	26.3%	6,921,305	19.4%	9,034,954	25.3%	929,253	2.6%	128,631	0.4%	11,673	0.0%	\$ 35,673,583	
ROPS 13-14A - 6/3/13	15,799,353	23.1%	15,270,960	22.4%	10,196,507	14.9%	25,664,264	37.6%	1,183,460	1.7%	203,199	0.3%	17,238	0.0%	\$ 68,334,981	
DDR OF&A - 9/6/13	19,622,342	25.9%	19,923,005	26.3%	14,677,652	19.4%	19,159,955	25.3%	1,970,619	2.6%	272,780	0.4%	24,754	0.0%	\$ 75,651,107	
ROPS 13-14B - 1/2/14	13,567,637	22.9%	20,279,338	34.3%	2,804,389	4.7%	20,817,975	35.2%	1,503,257	2.5%	148,421	0.3%	21,601	0.0%	\$ 59,142,618	
ROPS 14-15A - 6/2/14	29,628,429	26.5%	29,994,890	26.9%	20,753,654	18.6%	28,241,889	25.3%	2,592,253	2.3%	400,287	0.4%	33,796	0.0%	\$ 111,645,199	
ROPS 14-15B - 1/2/15	6,439,262	19.5%	11,011,101	33.4%	4,952,875	15.0%	9,796,330	29.7%	665,755	2.0%	96,756	0.3%	10,785	0.0%	\$ 32,972,864	
ROPS 15-16A - 6/1/15	40,983,065	26.5%	41,351,816	26.7%	29,114,112	18.8%	39,190,472	25.3%	3,696,553	2.4%	555,602	0.4%	47,290	0.0%	\$ 154,938,909	
ROPS 15-16B - 1/4/16	5,433,122	19.9%	9,240,499	33.8%	4,518,021	16.5%	7,410,352	27.1%	611,955	2.2%	85,943	0.3%	8,133	0.0%	\$ 27,308,025	
ROPS 16-17 - 6/1/16	44,668,891	26.3%	46,455,400	27.3%	31,682,883	18.6%	42,721,416	25.1%	4,015,936	2.4%	604,145	0.4%	50,190	0.0%	\$ 170,198,860	
Land Sale Proceeds - 10/28/16	7,778,664	25.9%	7,885,791	26.3%	5,820,887	19.4%	7,617,768	25.4%	781,520	2.6%	108,181	0.4%	7,189	0.0%	\$ 30,000,000	
ROPS 16-17 - 1/3/17	12,395,998	20.2%	20,309,022	33.0%	10,774,337	17.5%	16,364,322	26.6%	1,442,338	2.4%	201,181	0.3%	19,252	0.0%	\$ 61,506,448	
Land Sale Proceeds - 1/19/17	20,744,176	25.9%	21,028,039	26.3%	15,525,172	19.4%	20,313,030	25.4%	2,084,430	2.6%	288,534	0.4%	16,619	0.0%	\$ 80,000,000	
ROPS 17-18 - 6/1/17	51,367,510	26.0%	54,039,192	27.4%	36,220,461	18.4%	50,493,499	25.6%	4,565,431	2.3%	694,601	0.4%	58,068	0.0%	\$ 197,438,761	
Land Sale Proceeds - 7/25/17	5,244,208	25.9%	5,315,962	26.3%	3,924,827	19.4%	5,135,238	25.4%	526,952	2.6%	72,943	0.4%	4,207	0.0%	\$ 20,224,337	
ROPS 17-18 - 1/2/18	15,432,152	19.8%	25,165,143	32.3%	13,673,599	17.5%	21,644,643	27.8%	1,808,255	2.3%	253,810	0.3%	23,707	0.0%	\$ 78,001,310	
Land Sale Proceeds - 1/30/18	787,244	25.9%	798,021	26.3%	589,191	19.4%	770,925	25.4%	79,106	2.6%	10,950	0.4%	669	0.0%	\$ 3,036,106	
ROPS 18-19 - 6/1/18	50,492,588	25.9%	54,145,457	27.7%	35,684,498	18.3%	49,609,917	25.4%	4,509,763	2.3%	676,924	0.4%	56,345	0.0%	\$ 195,175,493	
Land Sale Proceeds - 6/28/18	3,041,110	25.9%	3,082,736	26.3%	2,276,055	19.4%	2,978,079	25.4%	305,586	2.6%	42,300	0.4%	2,597	0.0%	\$ 11,728,463	
Partial settlement of ERAF matter - 7/25/18	-	0.0%	-	0.0%	8,595,278	86.8%	-	0.0%	1,151,172	11.6%	159,693	1.6%	-	0.0%	\$ 9,906,143	
Land Sale Proceeds - 12/31/18	2,953,423	25.7%	3,000,462	26.1%	2,217,325	19.3%	2,929,798	25.5%	297,701	2.6%	41,209	0.4%	37,738	0.3%	\$ 11,477,658	
ROPS 18-19 - 1/2/19	19,926,547	19.8%	32,568,449	32.3%	17,803,004	17.7%	27,892,209	27.7%	2,327,935	2.3%	331,339	0.3%	29,670	0.0%	\$ 100,879,153	
ROPS 19-20 - 6/3/19	54,051,284	25.9%	37,739,279	18.1%	58,129,056	27.9%	53,134,929	25.5%	4,716,001	2.3%	718,257	0.3%	62,728	0.0%	\$ 208,551,535	
Total	\$ 498,879,248		\$ 525,004,784		\$ 392,232,572		\$ 460,921,965		\$ 46,381,868		\$ 10,086,663		\$ 627,100		\$ 1,934,134,199	
Percent of Total Above	25.8%		27.1%		20.3%		23.8%		2.4%		0.5%		0.0%		100.0%	

Note: The percentage amounts shown are of the total remittance for a given period; final percentage is of total remittances to date.

Sources: Los Angeles County Auditor-Controller and CRA/LA.



PRESENTATION TO SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

2019-20 Tax and Revenue Anticipation Notes Discussion

June 13, 2019

RAYMOND JAMES

TRANS COST COMPARISON OF STANDALONE VS. POOLED SALE

PUBLIC FINANCE

- TRANs Standalone financing appears to have lower all-in cost (1.51%) compared to a pooled financing sale (1.56%) or approximately \$11,500 in total costs savings given the assumptions listed to the right
- Rates and COI assumptions are preliminary estimates as of June 12, 2019

	Standalone Financing	Pooled Financing (LACOE)*
Par:	25,000,000.00	25,000,000.00
Coupon:	2.00%	2.00%
Yield:	1.20%	1.23%
Cost of Issuance (COI):	60,000.00	45,000.00*
Underwriter's Discount (per \$1,000):	\$0.62 per \$1,000	\$1.40 per \$1,000
Underwriter's Discount (\$)	15,500.00	35,000.00
All-in TIC:	1.51%	1.56%
Breakdown of COI:		
Bond & Disclosure Counsel:	25,000.00	0.00
Municipal Advisor:	20,000.00	0.00
Rating Fee:	11,000.00	0.00
Trustee:	2,500.00	0.00
Other/Contingency:	1,500.00	0.00
Total	60,000.00	45,000.00*

**Estimates provided by Montague DeRose on 6/13/19*

Other Assumptions:

Closing Date of	7/15/2019
Maturity Date of	6/30/2020

DISCLAIMER

The information contained herein is solely intended to facilitate discussion of potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. While we believe that the outlined financial structure or marketing strategy is the best approach under the current market conditions, the market conditions at the time any proposed transaction is structured or sold may be different, which may require a different approach.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive.

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Raymond James does not provide accounting, tax or legal advice; however, you should be aware that any proposed transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and/or legal counsel.

Raymond James and affiliates, and officers, directors and employees thereof, including individuals who may be involved in the preparation or presentation of this material, may from time to time have positions in, and buy or sell, the securities, derivatives (including options) or other financial products of entities mentioned herein. In addition, Raymond James or affiliates thereof may have served as an underwriter or placement agent with respect to a public or private offering of securities by one or more of the entities referenced herein.

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MULTI-YEAR PROJECTIONS / UNRESTRICTED GENERAL FUND

SCENARIO A - 0%

	A	B	C	D	E	F
		2018-19	2019-20	2020-21	2021-22	2022-23
Description		ESTIMATED ACTUALS	PRELIMINARY BUDGET	PROJECTED BUDGET	PROJECTED BUDGET	PROJECTED BUDGET
Revenue:						
1 Property Tax		87,473,113	89,789,181	93,528,640	97,455,072	101,577,826
2 Education Protection Account (EPA)		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
3 LCFF Transfer to Fund Fund 14		-	-	-	-	-
4 LCFF Transfer to Charter School		(19,101)	(20,000)	(38,000)	(38,000)	(38,000)
5 Pr. Year LCFF Adjustment		-	-	-	-	-
6 Minimum State Aid		8,585,843	8,585,843	8,585,843	8,585,843	8,585,843
7 Subtotal LCFF Funding		98,039,855	100,355,024	104,076,483	108,002,915	112,125,669
8 Other Federal		411,650	13,000	13,000	13,000	13,000
9 Lottery		1,629,086	1,600,000	1,600,000	1,600,000	1,600,000
10 Mandated Reimbursement Block Grant		416,289	417,495	380,000	380,000	380,000
11 One-time Discretionary Funds		1,895,510	-	-	-	-
12 Other State Revenue		5,460	5,000	5,000	5,000	5,000
13 Meas. "R"		12,205,124	12,449,227	12,698,211	12,952,175	13,211,219
14 Meas. Y & GSH/ City of SM		15,248,204	15,553,168	15,864,231	16,181,516	16,505,146
15 Joint Use Agreement		9,366,941	9,554,280	9,745,365	9,940,273	10,139,078
16 SMM Ed Foundation Donation		-	-	-	-	-
17 SM Ed Foundation Donation		2,046,015	2,000,000	2,000,000	2,000,000	2,000,000
18 Malibu Ed Foundation (tbd) Donation		-	500,000	500,000	500,000	500,000
19 Lease & Rental		2,450,000	2,450,000	2,450,000	2,450,000	2,450,000
20 All Other Local Income		1,352,085	984,430	1,180,000	1,140,000	1,140,000
21 Local General Fund Contribution		(29,529,869)	(30,602,201)	(31,214,245)	(31,838,530)	(32,475,301)
22 TOTAL REVENUE		115,536,350	115,279,422	119,298,046	123,326,349	127,593,811
23 Expenditure:						
24 Certificated Salary		53,767,138	53,921,221	54,730,039	55,550,990	56,384,255
25 Classified		19,121,803	18,725,883	19,006,771	19,291,873	19,581,251
26 Benefits		29,472,694	30,672,971	33,507,843	34,531,791	35,673,005
27 STRS		8,548,590	8,542,347	9,906,137	9,888,076	10,036,397
28 PERS		3,214,029	3,610,798	4,171,606	4,467,419	4,680,115
29 SOCIAL SECURITY & MEDICARE		2,357,712	2,251,261	2,247,604	2,281,318	2,315,537
30 HEALTH AND WELFARE		11,384,407	12,412,367	13,032,985	13,684,635	14,368,866
31 SUI		39,559	39,128	41,868	42,421	42,983
32 WORKERS COMP		2,920,294	2,834,082	3,096,946	3,143,400	3,190,551
33 OPEB		907,276	894,692	921,710	935,536	949,569
34 CASH IN -LIEU		100,827	88,296	88,986	88,986	88,986
35 Supplies/Books		3,971,555	3,719,326	3,000,000	3,000,000	4,000,000
36 Other Operational Costs		11,973,362	12,268,571	9,500,000	9,500,000	9,500,000
37 Capital Outlay		383,322	130,000	100,000	100,000	100,000
38 Transfer to County Specialized Schools		40,000	75,000	75,000	75,000	75,000
39 Malibu Ed Foundation (tbd) Expenses		-	-	-	-	-
40 Debt Services / SERP Saving		28,799	-	-	-	-
41 Malibu Realignment (Cabrillo)		-	-	-	-	-
42 Indirect		(1,074,146)	(1,162,959)	(1,000,000)	(1,000,000)	(1,000,000)
43 GSH Technology Plan/Replacement		2,000,000	1,000,000	1,000,000	1,000,000	1,000,000
44 Interfund Transfer Out to Fund 12 CDS		-	1,000,000	1,000,000	1,000,000	1,000,000
44 LCAP Transfer Out to Fund 12 CDS		-	200,000	-	-	-
45 Interfund Transfer Out to Fund 13 FNS		900,000	900,000	900,000	900,000	900,000
46 Interfund Transfer Out to Fund 14 DefM		1,500,000	750,000	1,000,000	1,000,000	1,000,000
47 TOTAL EXPENDITURE		122,084,527	122,200,013	122,819,653	124,949,654	128,213,510
48 Increase (Decrease) Fund Balance		(6,548,177)	(6,920,591)	(3,521,607)	(1,623,304)	(619,699)
49 Beginning Fund Balance		34,886,030	19,476,722	12,556,131	9,034,524	7,411,219
50 Reserve - 17-18 ERAF REPAYMENT		(8,861,132)	-	-	-	-
51 Ending Fund Balance (net of lines 48-50)		19,476,722	12,556,131	9,034,524	7,411,219	6,791,520
52 Reserve - Revolving Cash, Prep-pays		162,762	162,762	162,762	162,762	162,762
53 Reserve - Deficiting Spending in 19-20		6,920,591	-	-	-	-
54 Reserve - Deficiting Spending in 20-21		3,521,607	3,521,607	-	-	-
55 Reserve - Deficiting Spending in 21-22		1,623,304	1,623,304	1,623,304	-	-
56 Reserve - Deficiting Spending in 22-23		619,699	619,699	619,699	619,699	-
57 3% Contingency Reserve		5,017,611	5,048,033	5,096,294	5,200,000	5,300,000
58 Reserve Up to 2-months of Expenses		1,611,148	1,580,726	1,532,464	1,428,759	1,328,759
59 Unappropriated Balance		0	0	0	0	0

The FISCAL REPORT *an informational update*

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Volume 39 For Publication Date: March 22, 2019 No. 6
2018-19 First Interim Report Negative and Qualified Certifications

The California Department of Education (CDE) recently released the results of the 2018-19 First Interim reporting by local educational agencies (LEAs). The number of negative and qualified certifications slightly increased at First Interim—up to 47 LEAs certified as qualified or negative from 46 LEAs a year ago at the 2017-18 First Interim reporting period. Five LEAs are on the negative certification list, one more than last year, and 42 LEAs are certified as qualified, the same number as in 2017-18.

The number of LEAs with a negative certification is most likely due to a slowdown of revenues due to full implementation of the Local Control Funding Formula in 2018-19 and low cost-of-living adjustment estimates by the state in future years.

The CDE does not have information to determine whether a school district has self-certified as qualified or negative or if the applicable oversight agency required the LEA to lower its certification. LEAs that have self-certified as qualified or negative should be taking the necessary steps to provide public notice acknowledging the pending fiscal challenges and the measures they will take to resolve projected financial problems. The classifications come from the LEAs' certified budgets in December 2018, which cover the period ending October 31. As a result of the time lag, some LEAs may have already made budget adjustments to change their financial condition of negative or qualified status.

Negative Certification

A negative certification is assigned to a school district or county office of education when it is determined that, based upon current projections, the LEA will not meet its financial obligations for fiscal year 2018-19 or 2019-20.

Number	County	LEA	Total Budget (in Millions)
1	Amador	Amador County Office of Education	\$13.1
2	Butte	Feather Falls Union Elementary	0.5
3	Kern	Southern Kern Unified	40.9
4	Sacramento	Sacramento City Unified	561.1
5	San Diego	Sweetwater Union High	485.1

Qualified Certification

A qualified certification is assigned to an LEA when it is determined that, based upon current projections, the LEA may not meet its financial obligations for fiscal year 2018-19, 2019-20, or 2020-21.

Number	County	LEA	Total Budget (in Millions)
1	Alameda	Newark Unified	\$67.1

Number	County	LEA	Total Budget (in Millions)
2	Alameda	Oakland Unified	609.8
3	Alameda	Piedmont City Unified	41.3
4	Amador	Amador County Unified	42.1
5	Calaveras	Calaveras Unified	33.1
6	Contra Costa	Pittsburg Unified	86.6
7	El Dorado	Camino Union Elementary	5.7
8	El Dorado	Gold Trail Union Elementary	7.1
9	Humboldt	Klamath-Trinity Joint Unified	23.7
10	Kern	Lost Hills Union Elementary	8.0
11	Kern	North Kern Vocational Training Center	1.5
12	Los Angeles	Burbank Unified	167.6
13	Los Angeles	Duarte Unified	48.0
14	Los Angeles	Glendale Unified	301.5
15	Los Angeles	Inglewood Unified	123.4
16	Los Angeles	Los Angeles Unified	7,389.0
17	Los Angeles	Monrovia Unified	67.9
18	Marin	Larkspur Corte-Madera Elementary	20.9
19	Napa	Pope Valley Union Elementary	1.7
20	Placer	Placer Hills Union Elementary	8.1
21	Riverside	Alvord Unified	242.9
22	Riverside	Coachella Valley Unified	254.9
23	Riverside	Riverside Unified	527.3
24	Sacramento	Robla Elementary	26.4
25	San Bernardino	Yucaipa-Calimesa Joint Unified	99.9
26	San Diego	Bonsall Unified	26.5
27	San Diego	Mountain Empire Unified	23.3
28	San Diego	Oceanside Unified	223.5
29	San Diego	San Ysidro Elementary	62.0
30	San Luis Obispo	Paso Robles Joint Unified	78.5
31	San Mateo	Cabrillo Unified	38.1
32	San Mateo	San Carlos Elementary	39.7
33	Santa Clara	Alum Rock Union Elementary	149.4
34	Santa Clara	Berryessa Union Elementary	83.7
35	Santa Clara	Franklin-McKinley Elementary	101.4
36	Shasta	Cascade Union Elementary	14.7
37	Shasta	Gateway Unified	21.8
38	Solano	Vallejo City Unified	167.2
39	Sonoma	Cotati-Rohnert Park Unified	67.8
40	Sonoma	West Sonoma County Union High	26.1
41	Tulare	Terra Bella Union Elementary	14.6
42	Tuolumne	Curtis Creek Elementary	7.3

Source: CDE

—*Jamie Metcalf*

Big California school district woes may be tip of the iceberg

By **Keeley Webster**

Published March 14 2019, 3:45pm EDT

More in [School bonds](#), [Public school funding](#), [Los Angeles Unified School District](#), [City of Sacramento, CA](#), [Oakland Unified School District](#), [California](#)

Enrollment pressures and financial stresses aren't limited to California's big school districts.

Recent teachers' strikes in Los Angeles and Oakland underscored the fiscal pressures on those big city districts.

But all of the state's school districts face large scheduled teacher pension contribution increases, limited control over revenues, and relatively low reserves in the face of elevated revenue volatility due to reliance on volatile state funding, said Karen Ribble, a Fitch Ratings senior director. That combines to create a challenging budget environment now, but could cause increasing strain during a recession, Ribble said.



Teachers picket at a Los Angeles school in January. Enrollment and funding pressures are seen in Los Angeles and around California.

Bloomberg News

Teachers also have been demanding salary increases to deal with the surging cost of living in California's urban centers, said Andrew Ward, a Fitch director.

Of the 124 Fitch-rated California school districts, roughly 40% have only adequate gap closing capacity, placing them at a lower-tier investment grade BBB rating level in that credit criteria, analysts wrote in a Jan. 18 report. Fitch analysts wrote that they believe these schools could become stressed in a downturn with a number requiring intervention from the state or their county office of education to balance budgets.

Ward noted that state government and county offices of education can provide assistance using a number of tools, including providing financial expertise, before a district reaches the level of needing a state takeover.

The state has taken over only nine school districts since the state's current structure of aiding financially failing school districts was created through Assembly Bill 1200 in 1991, Ribble said.

Districts with exceptional distress can get a loan from the state, but they have to pay it back and temporarily cede control to a fiscal advisor appointed by the county.

Enrollment declines have occurred at 65% of the state's 1,200 school districts, said Michael Fine, chief executive officer of the state's Fiscal Crisis & Management Assistance Team, an agency that monitors the fiscal health of school districts, investigates fraud, and works with county offices of education to manage troubled school districts.

Oakland's enrollment has dropped to roughly 30,000 from 50,000 over the past two decades and the district has been discussing closing 24 schools, Fine said. Inglewood Unified School District, which has been under state control for several years, saw enrollment drop to 8,000 from 19,000 in 15 years, he said.

S&P downgraded Oakland USD to A from AA-minus in October, placing the ratings on credit watch with negative implications, citing projections of large deficits in coming years. The district has a BBB-plus rating from Fitch and A1 from Moody's. Its teachers struck for seven school days in February.

In the state capital, the teachers' union at Sacramento City Unified School District is in a war of words with administrators as the district faces warnings about insolvency.

The district is projected to run out of cash by November unless steep cuts are made. The state's 10th largest school district has 43,000 students on 76 campuses. Its enrollment has remained steady, but it shares LAUSD's issue of having steep other post-employment benefit liabilities through a generous retiree healthcare program.

Sacramento City "entered into a collective bargaining agreement in December 2017 that they could not afford," Fine said. "I am not critical of the labor agreement. It might be the

right the thing for their labor partners, but they knew they could not afford it and needed to make changes to make room for the cost of the agreement, and they did not."

FCMAT's report released in December concluded that SCUSD needed to make \$35 million in cuts by the time it adopted its 2019-20 budget or it would only have three to four months of cash remaining for day-to-day operations.

The Joint Legislative Audit Committee approved a request Wednesday by Assemblymember Kevin McCarty, D-Sacramento for an audit by the California State Auditor to evaluate what landed the district in its current position. According to McCarty's letter, the district not only has to cut \$35 million from the 2019-20 budget, but another \$35 million in 2020-21.

An audit "would help stakeholders better understand the depth and cause of these troubles, as well as what the district can do to improve its financial condition and prevent this from reoccurring in future years," McCarty wrote in his Jan. 18 letter to the committee.

Fitch downgraded some of SCUSD's bonds, but not others, on Feb. 14, depending on whether or not the ratings agency has a legal opinion designating them "pledged special revenues" in a bankruptcy. It downgraded Series 2007 and 2011 general obligation bonds and 2012 GO refunding bonds to BBB-plus from A-plus and Series 2014A lease revenue bonds to BBB from A and gave them a negative outlook but maintained a triple-A rating on the district's series 2017E and Series 2017C GOs with a stable outlook, based solely on the property tax pledge behind them, which is separated from the district's budget..

Moody's Investors Service and S&P rate the district's GOs A2 and BBB, respectively; both have negative outlooks. The district's lease revenue bonds have a BB-plus junk rating from S&P.

SCUSD announced last week it is cutting 33 administrators to help close a \$30 million deficit. The announcement came as it made its second interim financial report to the county office of education, which is monitoring the district.

The county agreed to give the district extra time to submit a cash flow report. District finance officials failed to respond to questions they asked be submitted in writing about how much savings the proposed cuts would bring, what other cuts it might be anticipating and when it planned to provide the county with the overdue financial report.

From 2012 to 2019, LAUSD's K-12 enrollment declined by roughly 100,000 students, continuing a 16-year-long trend in which the district lost about 260,000 students, according to an S&P ratings downgrade report published Monday by analysts Dan Kaplan and Jennifer Hansen. S&P downgraded LAUSD to A-plus from AA-minus citing its structural imbalance, long term trend of declining enrollment and sizeable unfunded other post-employment benefits liability. The district expects to lose another 15,000 students in 2020 and 12,000 students in 2021, according to the report.

LAUSD's board has approved a special election on June 4 asking for a parcel tax that would raise about \$500 million a year. Voters must approve it with a two-thirds supermajority. The district's fiscal advisory team, led by a special financial advisor appointed by the county, has until March 18 to submit a second interim fiscal stabilization plan.

"I would not describe Los Angeles Unified as being on the threshold for state takeover at all," Fine said. "They had a strong budget going into collective bargaining. They have issues as a result of that collective bargaining, but it's not an immediate problem."

He said LAUSD's problems are two years out, but if it doesn't take action now, the school district will have a more serious problem at that point.

Kroll Bond Rating Agency maintained LAUSD's AA-plus rating with a stable outlook following the teachers' January strike, which lasted six school days, though it estimated the union agreement would increase a projected \$350 million deficit in fiscal year 2021 to \$1.08 billion. The district holds an Aa2 rating from Moody's and A issuer default rating from Fitch.

As the second largest school district in the nation, LAUSD has issues that are unique, because it is facing such a significant decline in enrollment and significant legacy costs,

said Alan Gibson, a Fitch director.

The school district faces competition from charter schools on a level not experienced by other districts, said Gibson, in the form of "one of the most competitive charter systems any school district across the country has to deal with."

Some of LAUSD's problems are shared more widely.

"It is facing the same demographic shift we are seeing throughout the California western seaboard resulting from aging populations and affordability issues that are making the area less attractive to younger families," Gibson said.

The Fitch analysts said legislation that has been proposed to cap charter school growth isn't far enough along to be a credit consideration. The legislation doesn't tackle the calls for a moratorium on charter school growth called for by LAUSD and OUSD teachers, both of whom went on strike this fall.

"The main risk to school district budgets and ratings flow from ongoing pension cost pressures, which are likely to continue into the next recession, and the risk that some school district policymakers may fail to cut classroom resources deeply enough to align spending with revenues," Fitch analysts wrote. "Such failures have been relatively rare in California."

Both the California Public Employees' Retirement System and the California State Teachers' Retirement System are in the midst of multiyear efforts to increase their funded ratios and to adapt to reductions in investment return assumptions and longer life spans, Ward said. CalSTRS has more than doubled rates since 2014 to move statutory contribution requirements into better alignment with actuarial needs of the plan. Contributions are scheduled to increase through 2021.

"We are seeing an increased degree of fiscal stress, which is unusual in the tax-supported sector outside of recessions," Ward said. "The stress has yielded some high-profile labor strife and is forcing policymakers to make some very difficult trade-offs. These stresses are

largely confined at this point to districts with declining enrollment and rapidly rising costs of living."

Keeley Webster



From: Nguyen, Kim
To: ["Craig Foster"](#); ["Debbie Mulvaney"](#); ["Gordon Lee"](#); ["Joan Krenik"](#); [Lieberman \(Ext\), Laurie](#); [Lieberman, Laurie](#); ["Marc Levis-Fitzgerald"](#); ["Seth Jacobson"](#); ["Shelly Slaugh Nahass"](#); ["Tom Larmore"](#); ["Alex Farivar"](#); [Jon Kean](#); ["Shawn Landres"](#); ["mikedkremer@icloud.com"](#); ["Payal S M"](#)
Cc: [Canady, Melody](#); [Upton, Carey](#); [Coster, Caroline](#)
Subject: FW: SMMUSD adopts Sustainability Plan
Date: Monday, April 01, 2019 4:38:00 PM

Dear Members of the FOC and Board Liaisons:

FYI – Below is an email on behalf of the Facility Improvement Projects department.

Kim Nguyen

Santa Monica-Malibu Unified School District
Business Services
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From: Pinsker, Gail
Sent: Monday, April 01, 2019 3:56 PM
To: Pinsker, Gail <gpinsker@smmusd.org>
Subject: SMMUSD adopts Sustainability Plan

*****Email on behalf of Facility Improvement Projects department*****

Dear all SMMUSD staff,

Board of Education Adopts Sustainability Plan to Guide District Conservation Efforts

The Santa Monica-Malibu Unified School District Board of Education has approved the [District Sustainability Plan](#), which provides a strategic roadmap for formalizing and uniting the District's many existing sustainability initiatives and integrates sustainability into student learning and District operations. The plan is organized into eight focus areas:

- Climate: Reduce greenhouse gas emissions and protect the local environment.
- Education and Engagement: Integrate sustainability education into the curriculum and improve environmental literacy.
- Energy Efficiency and Renewables: Install energy efficient systems and use clean, renewable energy.

Water: Conserve water and eliminate water waste in buildings and on landscaping.

- Solid Waste: Reduce, reuse and recycle in classrooms and all school operations.
- Transportation: Convert to environmentally friendly fuels, carpool and walk / bike to schools.
- Food, Nutrition and Wellness: Serve healthy, nutritious and locally grown foods.
- Green Buildings & Operations: Set standards for nontoxic, energy efficient and local building materials.

The plan, approved at a regular school board meeting on March 21, 2019, had been in development for more than a year, and aligns multiple sustainable efforts that date back to 2010.

The new plan included input from students, faculty, staff, parents and the larger Santa Monica and Malibu communities. It is in line with efforts also being undertaken by the cities of Malibu and Santa Monica.

Board of Education President Dr. Richard Tahvildaran-Jesswein lauded the extensive work that went into what he called a comprehensive plan. "This plan is the right thing to do for our communities locally and the environment globally. It's a plan so thorough that other districts will use it as a benchmark," he said.

The district is working with fiscal staff to come up with specific budgets for the major programs that require funding. Most of the projects outlined are cost neutral, including those that are paid for with grants, cost savings, or involve staff time.

Cause for celebration: On April 30, the district will be presented with an Excellence Award in Stewardship of the Environment as part of the Sustainable Quality Awards, an annual program that is a joint project of the City of Santa Monica, the Santa Monica Chamber of Commerce, and Sustainability Works.

- The District Sustainability Plan can be found here: [SMMUSD Sustainability Plan](#)
- Stay informed regarding the district's sustainability actions: Follow @BeGreenSMMUSD on Twitter and the [Sustainability](#) webpage.

Please contact Caroline Coster, sustainability coordinator, ccoster@smmusd.org, if you have any questions.

Thank you,
~gail

Gail Pinsker
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June 13, 2019

Financial Oversight Committee:

The Financial Oversight Committee is the group that residents expect will be monitoring the fiscal wellbeing of the District. It is formally charged with, among other things, reviewing the Joint Use Agreements and analyzing the fiscal impact of projects prior to the School Board voting on them. In order for this oversight to be meaningful, the FOC must be comprised of qualified candidates who are free from conflicts of interest and provide a comprehensive set of skills and perspectives as a group, while protecting the interests of the residents whose funds are at stake. We are writing about our concerns with the process for selecting the applicants this year, and additional changes that need to be made to the FOC membership process.

MAY 7, 2019 PROCESS WAS INEFFECTIVE.

The process did not comply with FOC Standard Operating Procedures ("FOC SOP") or public meeting standards, so the recommendation made on May 7, 2019 was ineffective.

Here is a list of procedural issues leading up to the May 7, 2019 meeting:

1. The subcommittee that conducted the review of applicants had only two members. For a subcommittee to be able to make a recommendation, it needs to have three members. Furthermore, we don't find any appointment of this subcommittee in the minutes of the FOC.
2. The member recommendation item was moved to the beginning of the May 7, 2019 meeting without a vote, in violation of Robert's Rules.
3. The FOC SOP require "All applications received will be reviewed by the FOC," yet only the names of the two applicants being recommended - not even their qualifications - were presented to the FOC.
4. No qualifications were presented for either the two being presented or the remaining seven candidates.
5. The public asked that resumes and qualifications be circulated to the FOC members. One of the subcommittee members asked the Chair if she should pass the resumes around. The FOC Chair denied the request to circulate the resumes and said they would be posted "later per procedure." This is insufficient since it is impossible for the FOC to review the applications without having such applications before it.
6. When the Chair moved for a voice vote, the public asked for comment and the Chair denied the request and stated comments would be at the end of the meeting. The public reminded the chair that the item was agendaized so the appropriate time for comments was at the time of the item and prior to a vote. The Chair said that was not the process of the FOC.
7. Public asked the Chair for rules of the FOC supporting her decisions and nobody present could provide such rules.

8. The Chair conducted voice vote only for the two new members and no action was taken with respect to the two members staying on. However, the FOC SOP state, "Current members whose terms are set to expire may, if in good standing, be recommended for reappointment by the Committee for Board approval after an open interview process has been completed and all applicants considered." Instead, the two members who wanted to stay on were treated as a given, and the interviews and recommendations were held for only the two remaining spots.

9. The FOC SOP require that "recommendations regarding FOC members will be forwarded from the Committee to the Board. The FOC is encouraged to recommend more qualified applicants than meet the current demand of the Committee's directives. The FOC may rank the applications, if it so chooses."

At the June 6, 2019 School Board meeting, the item was tabled to review procedure. As stated above, and as evidenced by the recording of the meeting by a member of the public, proper procedures were not followed on May 7, 2019. Therefore, the recommendation of the FOC is void and a new recommendation must be made.

A RECOMMENDATION ON JUNE 13, 2019 IS OUT OF ORDER.

However, that recommendation cannot take place at the June 13, 2019 for several reasons. First, the item was not properly agendaized. The agenda lists two potential items:

"IV. Discussion/Action Items

D. Administrative Process

1. FOC Nomination Process

2. Resumes of FOC members on District website

E. Election of 2018-19 FOC Chair and Vice Chair"

Based on this description, there is nothing to indicate that a nomination is taking place. Instead this is merely a discussion of process. This is in contrast with the prior month's item where the nomination occurred that was described "Nominating Subcommittee Recommendation for Committee membership effective July 1, 2019."

FOC QUALIFICATIONS MUST BE UPDATED.

Second, School Board member de la Torre asked that the entire pool of applicants be reviewed in combination with the remaining members of the FOC to ensure that the new FOC, taking into account new members, is meeting the stated goals of the FOC. There are several goals that are not being met.

1. **Committee Expertise.** One criteria for the selection of members is "Financial and/or management and/or legal expertise/experience/ability to understand school district finances." If the current recommendations of May 7, 2019 are enacted, there will be no practicing lawyer on the FOC.

2. **Committee Demographics.** Per the FOC SOP, "In appointing members, the Board will attempt to have the composition of the FOC reflect the composition of the student population." There is no evidence that the subcommittee made any effort to analyze the demographics of the committee and

applicants relative to the student population or even the resident population. For example, by selecting two males, only three of the eleven members would now be women.

3. **Institutional Conflicts of Interest.** The only express prohibition currently in the FOC SOP is a member "Not currently serv[e] as a Santa Monica-Malibu elected official." However, we believe that additional express limitations on membership need to be added in order to ensure adequate independence in oversight. There are enough residents in Santa Monica and qualified applicants for these positions, that we can be more restrictive in membership to meet our goals. Here are the additional restrictions we propose:

a. ***Not currently serving as a Santa Monica elected official, Planning Commissioner or any other Santa Monica appointed commissioner or city staff.*** Given that SMMUSD is now Basic Aid, its revenue is derived from land use and city revenue streams and no person who makes decisions relating to such land use or revenue streams can independently sit on the FOC.

b. ***Not currently serving as a member of a Santa Monica-Malibu DAC or Commission.*** The FOC is charged with "Review[ing] any matters potentially having a significant impact on District finances before the Board of Education takes action." Therefore, if a member of the FOC has already made a recommendation as a member of a DAC or Commission based on its charge on that DAC or Commission, it may not have incentive to scrutinize the financial impact of such recommendation. Furthermore, the FOC SOP says the FOC shall "Serve as liaison to other District committees regarding financial implications of proposed program or policy changes at the direction of the Board." The FOC cannot liaise with itself and we lose the benefit of oversight if members are wearing both hats. For example, there is a current FOC member who is on the Special Needs Local Area Plan Subcommittee of the FOC and is tasked there with looking at "efficiencies" on SEDAC. That same member serves as Co-Chair of SEDAC and is charged there with improving the services provided to our special needs community. Clearly, these two roles are in direct conflict here. Although S.B. policy 1220 and A.R. policy 1220 fail to prohibit the same people from serving on more than one committee, the application for the DAC's states: "*Applicants should not serve on more than one District Advisory Committee (DAC).*" Finally, we have enough qualified applicants for these positions that we do not need to concentrate the decisions and power across multiple committees in fewer people.

4. **Personal Conflicts of Interest.** Financial Oversight Committee members must sign the Conflict of Interest pledge. The pledge covers both actual conflicts and says that it is meant to avoid the appearance of impropriety. This is an essential policy for the FOC, but we wonder what review is undertaken behind the pledge. For example, is it a conflict of interest for a member of the FOC to work on the campaigns of the school board members for whom they serve and for the taxes and bonds the committee reviews? Is it a conflict for a member to work for a company that offers an ongoing financial product proposed for use by the District that could result in future income to their firm? Is it a conflict for a member whose child is receiving special education services through the District to be tasked with looking at efficiencies and identifying certain areas of special education for potential cost cuts? We view all of the foregoing as direct conflicts of interest.

Thank you,
Ann Thanawalla
Nikki Kolhoff

6/13/19

Ann Maggio Thanawalla - comments made at the May 7, 2019 FOC meeting

Repeated @ June 13, 2019 FOC Meeting

Request made at during her comment time that public comments be made a part of the public record

Hello,

I am a District parent and have concerns about the following:

No information is made available to the public to inform when the public can speak and for how long they can speak at the FOC meetings. Furthermore, it is a violation of public process when the public is denied the opportunity to speak to items on the agenda prior to taking action on an item.

Does the Financial Oversight committee operate by following Roberts Rules of Order? The Brown Act? The Committee Chair changed the order of the agenda without a vote of the committee. This is a violation of the law.

There was zero public disclosure of FOC candidate qualifications prior to recommendations made by the sub committee nor any disclosure to the full FOC membership prior to a vote. Only two members (the subcommittee of the eleven member body) made the decision prior to action (vote). We believe the rules require a subcommittee have a minimum of three members and this one only had two members. Furthermore, there was zero discussion about the pairing of the qualifications stated are necessary by the outline approved by the school board and how these qualifications paired with the recommendations being made by the subcommittee. In addition, there was no discussion about what qualifications were being met by the two applicants selected by the subcommittee. Finally, there is zero transparency for the public to know what qualifications each current member of the FOC possesses and how your qualifications pair with those stated as requirements defined by the School Board.

We are concerned about the integrity of the FOC process and to that end we have the following questions.

1. Why do we have an FOC member who also serves on the board of a Charter School Chain?
2. We'd like to know why we have an FOC member who does not reside in the District who is entrusted with making recommendations of locally derived District Funds?
3. We'd like to know why two members of this committee signed their names to a so-called neighborhood group that does not exist and has never existed in order to confuse neighbors and sway votes during a local election campaign?

Thank you for your time.