



Magnolia Public Schools

Audit/Facilities Committee Meeting

Date and Time

Thursday May 5, 2022 at 5:30 PM PDT

Location

<https://zoom.us/j/92205640153?pwd=cHNIWjlnY0dsQmxDTjZFa0pydzR0Zz09>

Meeting ID: 922 0564 0153 **Passcode:** 013089

One tap mobile: +16699009128,,92205640153# US (San Jose)

All members of the public can participate by calling in using the numbers provided above.

In compliance with the Americans with Disabilities Act (ADA) and upon request, Magnolia Public Schools may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Members of the public who need special accommodations or translation are strongly encouraged to contact Magnolia Public Schools at least 24 hours in advance of the Board meeting so assistance can be assured.

Any public records relating to an agenda item for an open session which are distributed to all, or a majority of all, of the Board Members shall be available for public inspection. Magnolia Public Schools values public comment during Board meetings. Pursuant to AB 361 members of the public may address the Board during the Public Comment period on the day of the board meeting without the need to complete a public speaker form. We limit individual speakers to three (3) minutes and speakers with interpreters to six (6) minutes. For any questions regarding this meeting email board@magnoliapublicschools.org or call 213-628-3634 Ext. 100.

Audit/Facilities Committee Members

Mr. Mekan Muhammedov, Chair

Ms. Diane Gonzalez

Dr. Umit Yapanel (alternate)

CEO and Superintendent

Mr. Alfredo Rubalcava

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
Opening Items			
A. Call the Meeting to Order			1 m
B. Record Attendance and Guests			1 m
C. Approval of Agenda	Vote		1 m
D. Public Comments			3 m
E. Announcements from CEO & Superintendent and Committee Members			3 m
F. Approval of Minutes for MPS Audit/Facilities Committee - February 3, 2022	Approve Minutes		1 m
G. Approval of Minutes for MPS Audit/Facilities Committee - March 8, 2022	Approve Minutes		1 m
II. Recommended Action Items			5:41 PM
A. Approval of the Authorization to Purchase Six Classroom Bungalows for MSA-1	Vote	M.Sahin	10 m
B. Approval of the Authorization of Sale of Strip of Land to the City of Los Angeles	Vote	P.Ontiveros	15 m
C. Approval of Exercise of Second Option to Extend Due Diligence Contingency Period for Purchase of 7111 Winnetka Avenue	Vote	P.Ontiveros	15 m
III. Closing Items			6:21 PM
A. Adjourn Meeting			1 m

Coversheet

Approval of Minutes for MPS Audit/Facilities Committee - February 3, 2022

Section: I. Opening Items
Item: F. Approval of Minutes for MPS Audit/Facilities Committee - February 3, 2022
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Audit/Facilities Committee Meeting on February 3, 2022

APPROVED



Magnolia Public Schools

Minutes

Audit/Facilities Committee Meeting

Date and Time

Thu Feb 3, 2022 at 5:30 PM

Location

<https://zoom.us/j/92205640153?pwd=cHNIWjlnY0dsQmxDTjZFa0pydzR0Zz09>

Meeting ID: 922 0564 0153 **Passcode:** 013089

One tap mobile: +16699009128,,92205640153# US (San Jose)

Audit/Facilities Committee Members

Mr. Mekan Muhammedov, Chair

Ms. Diane Gonzalez

Dr. Umit Yapanel (alternate)

CEO and Superintendent

Mr. Alfredo Rubalcava

Committee Members Present

D. Gonzalez (remote), M. Muhammedov (remote)

Committee Members Absent

None

I. Opening Items**A. Call the Meeting to Order**

M. Muhammedov called a meeting of the Audit/Facilities Committee Committee of Magnolia Public Schools to order on Thursday Feb 3, 2022 at 5:34 PM.

B. Record Attendance and Guests

Refer to attendance information stated above.

C.

Approval of Agenda

D. Gonzalez made a motion to approve the agenda as presented.
M. Muhammedov seconded the motion.
The committee **VOTED** unanimously to approve the motion.

Roll Call

D. Gonzalez Aye
M. Muhammedov Aye

D. Public Comments

No public comments were made at this time.

E. Announcements from CEO & Superintendent and Committee Members

There were no announcements made from the CEO & Superintendent and Committee Members.

F. Approval of Minutes from MPS Audit/Facilities Committee Meeting- March 11, 2021

D. Gonzalez made a motion to approve the minutes from Facility/Audit Committee Meeting on 03-11-21.
M. Muhammedov seconded the motion.
The committee **VOTED** unanimously to approve the motion.

Roll Call

M. Muhammedov Aye
D. Gonzalez Aye

G. Approval of Minutes from MPS Audit/Facilities Committee Meeting- January 13, 2022

D. Gonzalez made a motion to approve the minutes from Audit/Facilities Committee Meeting on 01-13-22.
M. Muhammedov seconded the motion.
The committee **VOTED** unanimously to approve the motion.

Roll Call

M. Muhammedov Aye
D. Gonzalez Aye

II. Recommended Action Items

A. Committee Approval of Findings to Conduct Virtual Meetings Pursuant to AB 361/Government Code Section 54953

The Committee discussed and reconsidered the circumstances of the State of Emergency related to COVID-19 in which meeting in person can directly impact the ability of the Board and public to meet safely. As such, local officials are still continuing to recommend measures to promote social distancing.

M. Muhammedov made a motion to adopt the findings relating to the ability of the Magnolia Public Schools Audit/Facilitates Committee to conduct meetings due to teleconference during the State of Emergency, in reference to AB 361/Government Code Section 54953.

D. Gonzalez seconded the motion.

The committee **VOTED** unanimously to approve the motion.

Roll Call

D. Gonzalez Aye
M. Muhammedov Aye

B.

Approval of Modular-Tech and Zingo Construction for Facility Maintenance and Improvement

M.Sahin, MPS Project Manager, provided analysis for Modular-Tech and Zingo Construction to be added to the master vendor list to provide services over \$50,000. The Committee and Board had previously voted to add both vendors to the preferred vendor list. Due to the needs of the schools - private sites - the services would likely exceed the \$50,000 threshold. He explained that an RFP process was conducted. Committee Members questions were addressed by staff.

D. Gonzalez made a motion to approve Modular-Tech and Zingo Construction as vendors for facility maintenance and improvement projects for all MPS campuses and that the MPS Audit/Facilities Committee recommends and moves that the MPS Board of Directors approve the same.

M. Muhammedov seconded the motion.

The committee **VOTED** unanimously to approve the motion.

Roll Call

M. Muhammedov Aye

D. Gonzalez Aye

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:44 PM.

Respectfully Submitted,
M. Muhammedov

Coversheet

Approval of Minutes for MPS Audit/Facilities Committee - March 8, 2022

Section: I. Opening Items
Item: G. Approval of Minutes for MPS Audit/Facilities Committee - March 8, 2022
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Audit/Facilities Committee Meeting on March 8, 2022

APPROVED



Magnolia Public Schools

Minutes

Audit/Facilities Committee Meeting

Date and Time

Tue Mar 8, 2022 at 5:30 PM

Location

<https://zoom.us/j/92205640153?pwd=cHNIWjlnY0dsQmxDTjZFa0pydzR0Zz09>

Meeting ID: 922 0564 0153 **Passcode:** 013089

One tap mobile: +16699009128,,92205640153# US (San Jose)

Audit/Facilities Committee Members

Mr. Mekan Muhammedov, Chair

Ms. Diane Gonzalez

Dr. Umit Yapanel (alternate)

CEO and Superintendent

Mr. Alfredo Rubalcava

Committee Members Present

D. Gonzalez (remote), M. Muhammedov (remote)

Committee Members Absent

None

I. Opening Items**A. Call the Meeting to Order**

M. Muhammedov called a meeting of the Audit/Facilities Committee Committee of Magnolia Public Schools to order on Tuesday Mar 8, 2022 at 5:34 PM.

B. Record Attendance and Guests

Refer to attendance information stated above.

C.

Approval of Agenda

D. Gonzalez made a motion to approve the agenda as presented.

M. Muhammedov seconded the motion.

The committee **VOTED** unanimously to approve the motion.

Roll Call

D. Gonzalez Aye

M. Muhammedov Aye

D. Public Comments

No public comments were made at this time.

E. Announcements from CEO & Superintendent and Committee Members

There were no announcements made from the CEO & Superintendent and Committee Members.

II. Recommended Action Items

A. Approval of Purchase and Installation of a Sound System and LED Video Wall Display for MSA-Santa Ana

M.Sahin, MPS Project Manager, explained that the purchase of the sound system and LED video wall display for MSA-Santa Ana would be for their gym for purposes of using that space to the maximum capacity and for CIF related sports. He explained the RFP process that was conducted and posted on the MPS website. S.Keskinturk, Principal at MSA-Santa Ana, added that these tools would increase student participation in Physical Education activities and establish the school as a CIF school. S.Solomon, Athletics Director and Physical Education Teacher at MSA-Santa Ana, added this would be a great addition to the sports program at the school and would be used in many capacities as there is a lot of options for use. ESSER funds will be utilized for the purchase. Committee Members questions were addressed by staff.

M. Muhammedov made a motion to approve and move that the full MPS Board of Directors grants approval to the CEO and Superintendent of MPS to sign the agreement with AVI-SPL LLC to purchase and install a sound system and LED Video Wall for MSA-Santa Ana's gym.

D. Gonzalez seconded the motion.

The committee **VOTED** unanimously to approve the motion.

Roll Call

M. Muhammedov Aye

D. Gonzalez Aye

B. Approval of Purchase and Installation of Three Shade Structures for MSA-Santa Ana

M.Sahin, MPS Project Manager, presented the placements of the three shade structures to be placed at MSA-Santa Ana. Currently, the school has a tent between the gym and the school site which is not in good condition any longer. School administrative team addressed this issue. One would be placed where elementary students line-up outdoors; second would be placed at the lunch eating area; third would be placed behind the gym. He explained the RFP process for this project. ESSER funds will be utilized for this project. This projects budgetary impact was incorporated in the 2020-21 second interim report which would be presented to the full Board. S.Keskinturk, Principal at MSA-Santa Ana, emphasized the need of the new shade structure to replace the current one. Committee Members questions were addressed by staff. Committee Members requested a timeline for the completion of the project and for future projects.

M. Muhammedov made a motion to approve (1) the selection of Universal Awning as the vendor for the installation of three (3) shade structures at the Magnolia Science Academy Santa Ana (“MSA SA”) campus and to spend up to \$150,000 (that is, \$120,000 on the contract with Universal and \$30,000 for contingency and permitting related costs) on said project and (2) the execution of a contract that Staff may negotiate with such vendor. Staff further recommends that the Committee recommend and move that the MPS Board of Directors adopt the same.

D. Gonzalez seconded the motion.

The committee **VOTED** unanimously to approve the motion.

Roll Call

D. Gonzalez Aye

M. Muhammedov Aye

C. Approval to Exercise Option to Extend Due Diligence Contingency Period for Purchase of 7111 Winnetka Avenue

P.Ontiveros, General Counsel & Director of Facilities, explained the need for the extension of the due diligence period for the property at 7111 Winnetka Ave. MPS has been in escrow since December 2021. During that time, due diligence procedures have been conducted and the Facilities Department has been working with Pacific Charter School Development (PCSD) and Rafael Franco & Associates Architects to look at various concepts for developing the property for MSA-5. Concurrently working with financial advisor John Buck to secure financing for this project, and working with a Financial person at PCSD and the MPS Finance Department. Progress has been made but more time is needed. MPS has informed the Los Angeles County Office of Education and are awaiting for approval and further feedback. Committee Members questions were addressed by staff. S.Budhraj, Chief Financial Officer, added that Finance Department would continue with their due diligence in looking at this in multiple ways to ensure it is feasible in a financial and practical standpoint. M. Muhammedov made a motion to approve (1) the exercise by MPS of its option under that certain purchase and sale agreement signed by MPS dated as of December 15, 2021 for the purchase of the property located at 7111 Winnetka Ave. (the “Property”) to extend its contingency/due diligence period for one (1) thirty (30) day period from March 22, 2022 to April 21, 2022, and in conjunction therewith, (2) the release by MPS of Fifteen Thousand Dollars (\$15,000.00) from the escrow established for the aforementioned transaction as consideration for the exercise of the extension option, and (3) the execution by the MPS CEO and Superintendent, or his designees, of such documents and instruments as may be necessary to undertake and complete the foregoing actions. Staff further recommends that the Committee recommend and move that the MPS Board of Directors (the “MPS Board”) adopt the same.

D. Gonzalez seconded the motion.

The committee **VOTED** unanimously to approve the motion.

Roll Call

D. Gonzalez Aye

M. Muhammedov Aye

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:08 PM.

Respectfully Submitted,

M. Muhammedov

Coversheet

Approval of the Authorization to Purchase Six Classroom Bungalows for MSA-1

Section:	II. Recommended Action Items
Item: for MSA-1	A. Approval of the Authorization to Purchase Six Classroom Bungalows
Purpose:	Vote
Submitted by:	
Related Material:	MSA-1 Bungalows.pdf



Facilities
Committee / Board II A: Recommended Action Items
Agenda Item:
Date: May 5, 2022
To: Magnolia Public Schools (“**MPS**”) Board of Directors (the “**Board**”) Facilities
 Committee (the “**Committee**”)
From: Alfredo Rubalcava, Chief Executive Officer and Superintendent
 Patrick Ontiveros, General Counsel & Director of Facilities
 Mustafa Sahin, Project Manager
RE: Approval of the Authorization to Purchase Six Classroom Bungalows

I. Proposed Motion/Recommendation(s)

Staff recommends and moves that the Committee

(1) approves the selection of Mobile Modular to provide six (6) bungalows for installation at the Magnolia Science Academy—1 (“**MSA-1**”) middle school parking lot site (Exhibit A- Site Plan) (the “**Project**”) in order to provide more space until Magnolia Science Academy-5 (“**MSA-5**”) moves from MSA-1 to their own campus and to spend up to \$400,000 on the Project and

(2) approves the execution of a contract that Staff may negotiate with such vendor for the Project, and

(3) recommends and moves that the Board of Directors of MPS approve the same.

II. Background

MSA-1 opened their door to MSA-5 after LAUSD did not give space at Reseda High School in June 2021, that eliminated all of the available spaces for MSA-1 to function, that move was planned to be only for a year, but MSA-5 needs to stay there at least 2 more year until the campus at 7111 Winnetka is ready for them to occupy.

In order to address the space issue that MSA-1 and MSA-5 are having, staff recommended to place bungalows at on the middle school parking lot, and published an RFP (Exhibit B- RFP). Three (3) quotes were received (Exhibit C-Proposals). Staff decided to recommend that MPS select Mobile modular because of 2 reasons—one, the price tag and two, prior experience working with them.



Initially we were planning to rent them, but when we compared the price difference between purchasing and renting, \$280K to rent for 2 years, \$360 to purchase them, and we can resell them or use them at other Magnolia sites after MSA-1 does not need them anymore.

Staff also started working with an architect to submit plans for permit from the City of Los Angeles and the Los Angeles Department of Water and Power to energize those bungalows. Our goal is to have the bungalows ready by August 1, 2022.

III. Budget & Conclusion

Based on the most recent 2021-22 Second Interim Report, MSA-1's projected ending fund balance was approximately \$9.1 million. The estimated costs of the bungalows of approximately \$400,000 would reduce the projected ending fund balance to \$8.7 million. MSA-1 would still be able maintain sufficient reserves and a healthy cash position for the remainder of the 2021/22 fiscal year.



Exhibit B

RFP



MAGNOLIA PUBLIC SCHOOLS

Request for Proposals
to Lease Modular Classroom Bungalows for
Magnolia Science Academy 1 | Reseda

Due Date:
April 25, 2022

1.0 INTRODUCTION

Magnolia Education & Research Foundation doing-business as Magnolia Public Schools ("**MPS**"), a charter school management organization, operates Magnolia Science Academy 1 ("**MSA-1**") located at 18220 Sherman Way and 18238 Sherman Way in the Reseda neighborhood of Los Angeles. The former houses MSA-1's high school and the latter houses MSA-1's middle school. The purpose of this RFP is to solicit bids to lease five (5) Modular Classroom Bungalows to be placed at Middle School Parking lot which was zoned to C-2 to provide more classroom space for MSA-1 for 2 years. The location of the Project Site is shown on Exhibit A.

MPS is working with the design team at Franco & Associates, Inc. to prepare plans and pull permits for this Project.

Should there be a similar need for any other Magnolia Public Schools (MPS), the approved vendor, the need, and the price will be used.

Site Tour

A site tour will be facilitated if requested.

Proposals Due

Responses to the RFP are due no later than **5:00 PM (PST), Friday, April 25, 2022**, to the following individual:

Mustafa Sahin
Project Manager
Magnolia Public Schools
250 East 1st Street
Suite 1500
Los Angeles, CA 90012
msahin@magnoliapublicschools.org
[760-587-6031](tel:760-587-6031)

Questions regarding this RFP may be directed to the individual identified above via email.

Proposal Format:

One (1) electronic PDF copy (by email) of your proposal must be delivered to the person indicated by the deadline stated above. Please endeavor to keep any emailed material to a single manageable file size (at or about 10 MBs) so that it may be easily distributed to the Selection Committee.

Respondents are encouraged to only include information pertinent to the Project and the Selection Committee's ability to select the vendor best suited to successfully complete this job.

Interviews:

Interviews will be held at the discretion of MPS and MSA-1. Interviews, if any, are expected to be held on Tuesday April 26th. Location and time are to be determined.

If interviews are held, respondents will meet with the Selection Committee for approximately ½ hour to 1 hour. The interview will be an open, unscripted format. Respondents will have 20 minutes to present any information they feel is pertinent followed by questions and answers and general discussion.

Selection Committee:

The Selection Committee will be composed of representatives from MPS and MSA-1.

1.1 Timeline

RFP Distributed:	April 19, 2022
Proposals Due:	April 25, 2022
Interviews, if any (exact time TBD):	April 26, 2022
Selection Announced:	April 27, 2022
Contract Execution:	ASAP following Selection

2.0 PROJECT DESCRIPTION

The Project is to lease five (5) modular classrooms between 800 sq. ft. to 1000 sq. ft. with AC unit and ramp at 18238 Sherman Way Reseda CA 91335 for up to two (2) years.

3.0 PROPOSAL FORMAT

Respondent shall format its response as set forth below to facilitate timely review and selection. Please be specific to the RFP, and do not include materials not explicitly requested, such as generic marketing materials.

Your response should include the following:

- Letter of interest
- Name of your company and the individual responsible for the account
- Restate all the requirements of Section 4.0 and provide responses to each

See Section 1.0 for additional proposal format clarifications.

4.0 PROPOSAL REQUIREMENTS

4.1 Vendor Qualifications and Experience

4.1.1 Vendor Description.

Provide a description of your company and why it is qualified to undertake the Project.

Provide the following:

- A minimum of three (3) references, including
 - (a) name and scope of the project
 - (b) client name and contact information

(c) contract amount

4.1.2 Qualifications and Experience of Key Personnel.

Identify the person(s) that will be principally responsible for working with the MPS and leading this engagement and their qualifications and experience

4.1.3 Insurance.

Provide a description of vendor's insurance coverage.

4.2 Cost

Respondent's proposal should include an overall not to exceed cost and should be broken down in detail. The proposal should also provide a break-down of any and all other costs and fees including, but not limited to, labor, delivery fees, installation fees, applicable taxes, etc.

4.3 Product Information

Respondent will confirm its ability to provide the Project as described above in Section 2. Where a respondent believes there are multiple options for the Project, the respondent may provide such alternatives explaining the difference in each alternative and describing the cost differences.

4.4 Warranty Information

Provide a description of the warranty provided for the Project.

4.5 Schedule

Please provide a timeline to complete the project

4.6 Contract

The successful respondent will be required to sign an agreement with Owner in a form mutually agreeable to both parties.

5.0 CONTACT

Questions to Owner will be accepted via email by the Facilities Project Manager identified above. Answers to questions will be provided to all participants as available.

6.0 RFP/Q EXHIBITS

Exhibit A: Project Site Location

7.0 BID ACCEPTANCE/REJECTION

The Owner reserves the right to reject any or all proposals or cancel the solicitation process at its sole discretion.

8.0 PROPOSAL VALIDITY

RFP responses shall be valid until execution of a contract, which is expected to occur on or about April 28, 2022. No changes to information received within the Respondent's proposal shall be changed or altered without approval by the Owner.

Exhibit A

Project Site

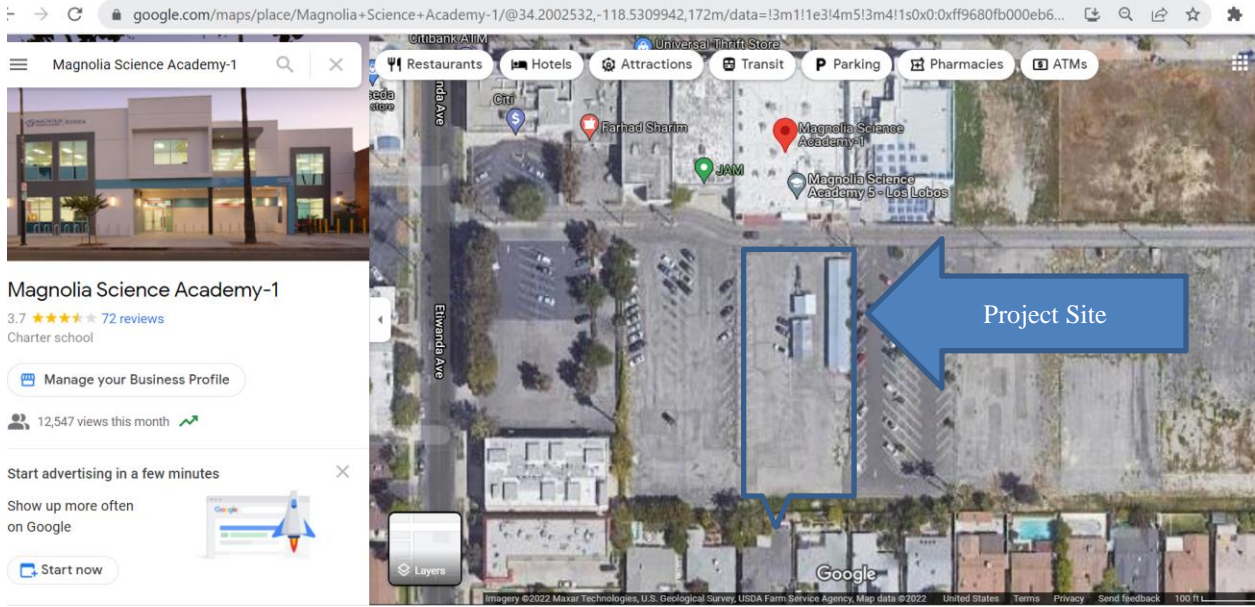




Exhibit C - Proposals Mobile Modular-
Purchase Mobile Modular-Lease



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600
 Fax: (951) 360-6622
 www.mobilemodular.com

Lease Quotation and Agreement

Quotation Number: 456544
 Customer PO/Ref:
 Date of Quote: 05/03/2022
Term: 12 Months

Sign up for the Easy Lease Option (see end of document for details)

Customer Information	Site Information	Mobile Modular Contact
Magnolia Public Schools 250 East 1st Street Suite 1500 Los Angeles, CA 90012 Mustafa Sahin msahin@magnoliapublicschools.org Phone: (760) 587-6031	Magnolia Public Schools Magnolia Public Schools 18238 Sherman Way Los Angeles, CA 91335	Questions? Contact: Oscar Silva oscar.silva@mobilemodular.com Direct Phone: (951) 360-5148 Fax:

Product Information	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Classroom, 24x40 DSA (Item1001) (RH) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i>	5	\$1,308.00	\$6,540.00	Y
Filter Replacement Program	5	\$27.00	\$135.00	Y
Classroom, 24x40 DSA (Item1015W) (RH) <i>Right Hand Door. Open plan with restroom. Tackboard interior.</i>	1	\$1,334.00	\$1,334.00	Y
Filter Replacement Program	1	\$27.00	\$27.00	Y
Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Classroom, 24x40 DSA (Item1001) (RH)				
Block and Level Building (B5)	5	\$3,678.00	\$18,390.00	N
Delivery Haulage Lowboy 12 wide	10	\$879.00	\$8,790.00	N
Delivery Haulage Permit 12 wide Lowboy	10	\$132.00	\$1,320.00	N
Delivery Haulage Pilot 12 wide Lowboy	10	\$438.00	\$4,380.00	N
Dual Tag HCD Insignia	5	\$650.00	\$3,250.00	Y
Installation, Closure Panel	5	\$176.00	\$880.00	Y
			<u>\$37,010.00</u>	
Classroom, 24x40 DSA (Item1015W) (RH)				
ADA Ramp	1	\$4,850.00	\$4,850.00	Y
Block and Level Building (B5)	1	\$3,678.00	\$3,678.00	N
Delivery Haulage Lowboy 12 wide	2	\$879.00	\$1,758.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$132.00	\$264.00	N
Delivery Haulage Pilot 12 wide Lowboy	2	\$438.00	\$876.00	N
Dual Tag HCD Insignia	1	\$650.00	\$650.00	Y
Installation, Closure Panel	1	\$176.00	\$176.00	Y
Installation, Ramp Custom Plan	1	\$1,500.00	\$1,500.00	N
Modifications	1	\$10,231.72	\$10,231.72	Y
			<u>\$23,983.72</u>	
Security Deposit	1	\$42,400.00	\$42,400.00	N
			Total	
			\$ 103,393.72	
Charges Upon Return	Qty	Charge Each	Total One Time	Taxable
Classroom, 24x40 DSA (Item1001) (RH)				
Cleaning Fee	10	\$450.00	\$4,500.00	N

Thank you for contacting Mobile Modular.
 Mobile Modular is a division of McGrath RentCorp.
 456544, 05-03-2022 09:54 PM prod

Lease Quotation and Agreement

Quotation Number: 456544

Customer PO/Ref:

Date of Quote: 05/03/2022

Term: 12 Months

Prepare Equipment For Removal (B5)	5	\$1,927.00	\$9,635.00	N
Return Haulage Lowboy 12 wide	10	\$879.00	\$8,790.00	N
Return Haulage Permit 12 wide Lowboy	10	\$132.00	\$1,320.00	N
Return Haulage Pilot 12 wide Lowboy	10	\$438.00	\$4,380.00	N
			<u>\$28,625.00</u>	
Classroom, 24x40 DSA (Item1015W) (RH)				
Cleaning Fee	2	\$450.00	\$900.00	N
Prepare Equipment For Removal (B5)	1	\$1,927.00	\$1,927.00	N
Return Haulage Lowboy 12 wide	2	\$879.00	\$1,758.00	N
Return Haulage Permit 12 wide Lowboy	2	\$132.00	\$264.00	N
Return Haulage Pilot 12 wide Lowboy	2	\$438.00	\$876.00	N
			<u>\$5,725.00</u>	
		Total	\$34,350.00	

Total Estimated Charges

Subtotal of Monthly Rent	\$8,036.00
Taxes on Monthly Charges	\$763.43
Total Monthly Charges (including tax)	\$8,799.43
Charges Upon Delivery (including tax)	\$105,297.29
Charges Upon Return (including tax)	\$34,350.00
Total One Time Charges (including tax)	\$139,647.29

Special Notes

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

Flooring (Carpet): This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a carpet bar will be utilized at modline seams. New carpet is available for an additional charge. If provided, new carpeting should receive a minimum of 72 hours of airing-out time, under well-ventilated conditions, prior to occupancy.

Delivery Date:

Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

Delivery of Equipment:

Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.

Product Availability: Product availability and delivery date are subject to product availability upon receipt of signed Agreement and/or credit approval.

DSA Classrooms include: (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, and wood sill foundation for level site.

Fire Related Items: Unless noted, fire related items (alarms, sprinklers, smoke & heat detectors, and fire-rated walls, etc.) are not included.

No - Prevailing Wage: Pricing does NOT include prevailing wage, certified payroll, Davis-Bacon wages, or any other labor adjustments.

Pilot Cars & Haul Permits: Pricing does not include transportation pilot cars & haul permits. Occasionally additional charges occur due to city re-routing or city/county requirements. If such requirements are applicable, Customer will be notified prior to delivery.

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Mobile Modular provides used/refurbished ramps - new ramps are available for purchase only.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the classroom on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body

Thank you for contacting Mobile Modular.

Mobile Modular is a division of McGrath RentCorp.
456544, 05-03-2022 09:54 PM prod

www.mobilemodular.com
Page 2 of 4

Lease Quotation and Agreement

Quotation Number: 456544

Customer PO/Ref:

Date of Quote: 05/03/2022

Term: 12 Months

approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Used building rental: Quotation is for a used or refurbished modular building. There may be variations in wall paneling, flooring, or other exterior and interior finishes. Dimensions are nominal unless otherwise stated.

HVAC Filter Replacement Program: Customer has selected the HVAC Filter Replacement Program. This service is incidental to the Lease of the Equipment and not included with any limited warranties. The additional charge for this service is included in the monthly rental rate reflected above. For this additional monthly charge, MMMC will mail three (3) HVAC filters on a quarterly basis. Customer shall be solely responsible for installation of the filters each month. Customer shall be responsible for charges that may result if Customer fails to properly replace HVAC filters on a monthly basis.

Floor Plans

Classroom, 24x40 DSA (Item1001) (RH)



All drawings and specifications are nominal.

Additional Information

- Quote is valid for 30 days.
- A minimum cleaning charge per floor will apply for modular buildings.
- Customer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by customer. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request. For lease transactions, Mobile Modular reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval and all terms, conditions, and attachments of MMMC's standard contract.
- Security deposit and payment in advance may be required.
- Rent will be billed in advance every 30 calendar days.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Thank you for contacting Mobile Modular.

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456544, 05-03-2022 09:54 PM prod

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Page 3 of 4

Lease Quotation and Agreement

Quotation Number: 456544
 Customer PO/Ref:
 Date of Quote: 05/03/2022
Term: 12 Months



Mobile Modular Easy Lease. Sign Me Up!

Getting your modular building on its way has never been easier... and faster. With Mobile Modular Easy Lease you can convert your Lease Quotation directly into a Lease Agreement by signing below. **It's as easy as 1, 2, 3, 4.** Once we receive your signed Easy Lease option, we'll finalize your building details and get your project on its way.

1. Review and acknowledge agreement.

This Quotation is subject to Mobile Modular Management Corporation, a California corporation, herein known as lessor (the "Lessor") credit approval of Customer, herein known as lessee (the "Lessee"). Lessor does not warrant that the equipment meets any local or state code not specifically listed herein. Equipment is subject to availability. By signing below, customer accepts the terms of this quotation including prices and specifications, and instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the Lessor's Lease. Such lease, and customer's agreement thereto, is subject to Lessor's standard terms and conditions located on the Lessor's web site at (www.mobilemodular.com/contractterms) which are incorporated by reference herein. Customer may request a copy of the terms and conditions from Lessor. If customer has previously executed a master agreement with Lessor, those terms and conditions shall govern the transaction. Such terms and conditions are incorporated as if fully set forth herein. No alterations, additions, exceptions, or changes to any Quotation or Agreement made by Lessee shall be effective against Lessor, whether made hereon, contained in any printed form of Lease or elsewhere, unless accepted in writing by Lessor. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the Lessor's Lease shall carry no force or effect except as an instrument of billing.

Lessor:
 Mobile Modular Management Corporation

Lessee:
 Magnolia Public Schools

By: _____
 Name: _____
 Title: _____
 Date: _____

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

2. Request your delivery date.

Requested delivery date: _____

Please note: For modular buildings, as a "rule of thumb" allow one day per module to accommodate for set up after delivery. We will attempt to meet your desired date. However, the date is subject to change based on equipment availability and readiness and must be confirmed by a Mobile Modular representative.

3. Insurance value.

Prior to the scheduled delivery, please send, or have your insurance company send, a certificate of insurance referencing the Quotation number shown above. We require General Liability coverage in the amount of 1,000,000.00 per occurrence listing Mobile Modular Management Corporation as an additional insured and Property coverage for the value of the leased unit(s) listing Mobile Modular Management Corporation as loss payee.

Item & Description	Qty	Item Code	Insurance Value
Classroom, 24x40 DSA (Item1001) (RH)	5	1001	\$213,750.00
Classroom, 24x40 DSA (Item1015W) (RH)	1	1015	\$46,950.00

4. Tell us how you would like to pay.

- Bill me on approved credit (you will be sent an invoice for payment as charges are incurred)
- Credit card payment (a representative will contact you to obtain the credit card information for billing)



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600
 Fax: (951) 360-6622
 www.mobilemodular.com

Sale Quotation and Agreement

Quotation Number: 462657
 Customer PO/Ref:
 Date of Quote: 05/04/2022

Sign up for the Easy Sale Option (see end of document for details)

Customer Information	Site Information	Mobile Modular Contact
Magnolia Public Schools 250 East 1st Street Suite 1500 Los Angeles, CA 90012 Mustafa Sahin msahin@magnoliapublicschools.org Phone: (760) 587-6031	Magnolia Public Schools 18238 Sherman Way Los Angeles, CA 91335	Questions? Contact: Oscar Silva oscar.silva@mobilemodular.com Direct Phone: (951) 360-5148 Fax:

Product Information	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 24x40 DSA (Item1001) (RH) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i>	5	\$45,270.00	\$226,350.00	Y
Classroom, 24x40 DSA (Item1015W) (RH) <i>Right Hand Door. Open plan with restroom. Tackboard interior.</i>	1	\$45,270.00	\$45,270.00	Y
Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Classroom, 24x40 DSA (Item1001) (RH)				
Block and Level Building (B5)	5	\$3,678.00	\$18,390.00	N
Delivery Haulage Lowboy 12 wide	10	\$879.00	\$8,790.00	N
Delivery Haulage Permit 12 wide Lowboy	10	\$132.00	\$1,320.00	N
Delivery Haulage Pilot 12 wide Lowboy	10	\$438.00	\$4,380.00	N
Dual Tag HCD Insignia	5	\$650.00	\$3,250.00	Y
Foundation Material	5	\$2,560.00	\$12,800.00	Y
Installation, Closure Panel	5	\$176.00	\$880.00	Y
			<u>\$49,810.00</u>	
Classroom, 24x40 DSA (Item1015W) (RH)				
ADA Ramp	1	\$4,850.00	\$4,850.00	Y
Block and Level Building (B5)	1	\$3,642.00	\$3,642.00	N
Delivery Haulage Lowboy 12 wide	2	\$879.00	\$1,758.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$132.00	\$264.00	N
Delivery Haulage Pilot 12 wide Lowboy	2	\$438.00	\$876.00	N
Dual Tag HCD Insignia	1	\$650.00	\$650.00	Y
Foundation Material	1	\$2,560.00	\$2,560.00	Y
Installation, Closure Panel	2	\$176.00	\$352.00	Y
Installation, Ramp Custom Plan	1	\$1,500.00	\$1,500.00	N
Modifications	1	\$10,231.72	\$10,231.72	Y
			<u>\$26,683.72</u>	
Total Estimated Charges				
		Subtotal	\$348,113.72	
		Taxes	\$11,673.36	
		Total Charges (including tax)	\$359,787.08	

Special Notes

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the

Thank you for contacting Mobile Modular.

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 462657, 05-04-2022 08:12 AM prod

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 Page 1 of 5

Sale Quotation and Agreement

Quotation Number: 462657
 Customer PO/Ref:
 Date of Quote: 05/04/2022



minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

Flooring (Carpet): This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a carpet bar will be utilized at modline seams. New carpet is available for an additional charge. If provided, new carpeting should receive a minimum of 72 hours of airing-out time, under well-ventilated conditions, prior to occupancy.

Delivery Date:

Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

Delivery of Equipment:

Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.

Product Availability: Product availability and delivery date are subject to product availability upon receipt of signed Agreement and/or credit approval.

DSA Classrooms include: (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, and wood sill foundation for level site.

Fire Related Items: Unless noted, fire related items (alarms, sprinklers, smoke & heat detectors, and fire-rated walls, etc.) are not included.

Keyed Alike Door Hardware: All door and cabinet hardware comes standard with an independent/different key for each lockset. Hardware/locksets with a master Key, Keyed alike, construction core, primus core, etc. is not included.

No - Prevailing Wage: Pricing does NOT include prevailing wage, certified payroll, Davis-Bacon wages, or any other labor adjustments.

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Mobile Modular provides used/refurbished ramps - new ramps are available for purchase only.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the classroom on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Used building sale:

Quotation is for a used modular building sold in "as is" condition. Unless stated otherwise, MMMC will only perform a general cleaning & repair, reseal the roof, doors & windows, and test the electrical, mechanical & plumbing systems to ensure working condition at the time of delivery. For warranty information, please refer to the Supplemental Sale Terms and Conditions located on Seller's website at:

<https://www.mobilemodular.com/Content/Documents/ContractTerms/Supplemental-Sale-T-and-C.pdf>

Quote Based on Mobile Modular Standard Unit: Does not include permits, utility hook ups, site work, office equipment, furniture, coffee/water service, cleaning service, phone/internet service. Quote only includes items specifically listed on quote. If additional equipment is needed to set building, there will be an additional cost.

Floor Plans

Thank you for contacting Mobile Modular.

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 462657, 05-04-2022 08:12 AM prod

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 Page 2 of 5

Sale Quotation and Agreement

Quotation Number: 462657

Customer PO/Ref:

Date of Quote: 05/04/2022

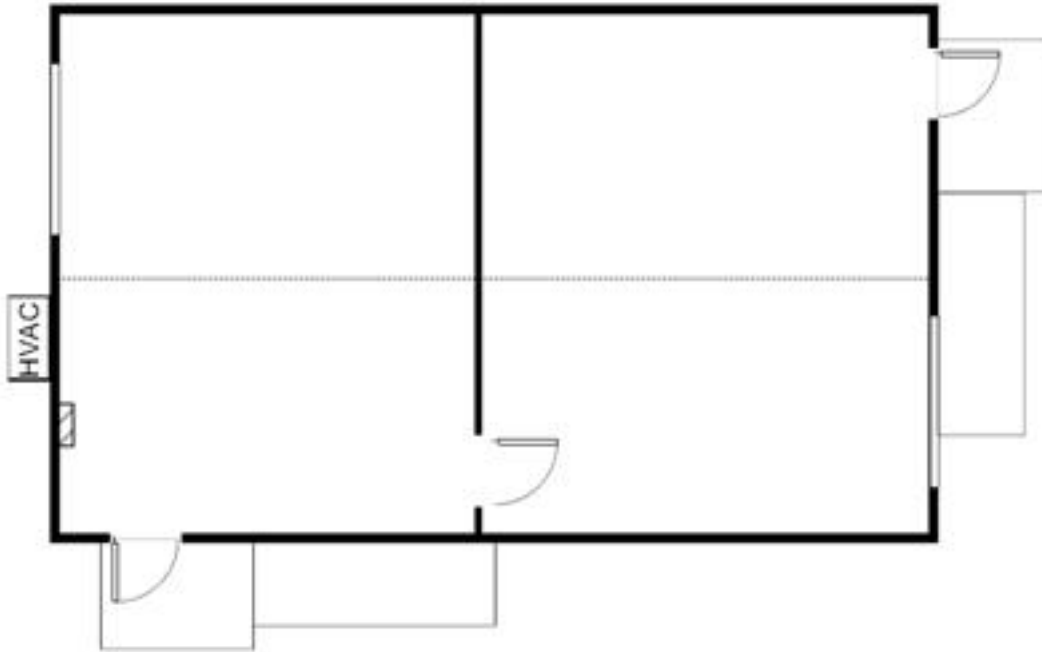


Classroom, 24x40 DSA (Item1001) (RH)



All drawings and specifications are nominal.

Classroom, 24x40 DSA (Item1015W) (RH)



All drawings and specifications are nominal.

Thank you for contacting Mobile Modular.

Mobile Modular is a division of McGrath RentCorp.

462657, 05-04-2022 08:12 AM prod

Sale Quotation and Agreement

Quotation Number: 462657

Customer PO/Ref:

Date of Quote: 05/04/2022



Additional Information

- Quote is valid for 30 days.
- Customer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by customer. Unless noted, prices do not include permits, stairs, foundation systems, temporary power, skirting, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- This transaction is subject to prior credit approval and all terms, conditions, and attachments of MMMC's standard contract.
- Down Payment required on execution.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Thank you for contacting Mobile Modular.

Mobile Modular is a division of McGrath RentCorp.
462657, 05-04-2022 08:12 AM prod

Sale Quotation and Agreement

Quotation Number: 462657
Customer PO/Ref:
Date of Quote: 05/04/2022



Mobile Modular Easy Sale. Sign Me Up!

Getting your modular building on its way has never been easier... and faster. With Mobile Modular Easy Sale you can convert your Sale Quotation directly into a Sale Agreement by signing below. Once we receive your signed Easy Sale option, we'll finalize your building details and get your project on its way.

Review and acknowledge agreement.

This Quotation is subject to Mobile Modular Management Corporation, a California corporation, herein known as seller (the "Seller"), credit approval of Customer, herein known as buyer (the "Buyer"). Seller does not warrant that the equipment meets any local or state code not specifically listed herein. Equipment is subject to availability. By signing below, customer accepts the terms of this quotation including prices and specifications, and instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the Seller's Sale Agreement. Such sale, and customer's agreement thereto, is subject to Seller's standard terms and conditions located on the Seller's web site at (www.mobilemodular.com/contractterms) which are incorporated by reference herein. Customer may request a copy of the terms and conditions from Seller. No alterations, additions, exceptions, or changes to any Quotation or Agreement made by Buyer shall be effective against Seller, whether made hereon, contained in any printed form of Sale or elsewhere, unless accepted in writing by Seller. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the Seller's Sale Agreement shall carry no force or effect except as an instrument of billing.

Seller:
Mobile Modular Management Corporation

By: _____
Name: _____
Title: _____
Date: _____

Buyer:
Magnolia Public Schools

Signature: _____
Print Name: _____
Title: _____
Date: _____



Williams Scotsman, Inc.
11811 Greenstone Avenue
Santa Fe
Springs CA 90670-4734

Your WillScot Representative
Arna Bontemps, Territory Sales Manager
Phone: +1 5622017894
Email: arna.bontemps@willscot.com
Toll Free: 800-782-1500

Contract Number: 1616810

Revision: 2
Date: March 15, 2022

Lease Agreement

Lessee:
Magnolia Public School
250 E. 1st. Street, Suite 1500
Los angeles, California 90012

Contact:
Mustafa Sahin
250 E. 1st. Street, Suite 1500
Los angeles, CA 90012
Phone: (760) 587-6031
Email: msahin@magnoliapublicschools.org

Ship To Address:
18238 Sherman Way
RESEDA, CA 91335 US
Delivery Date (on or about): 08/01/2022

Rental Pricing Per Billing Cycle	Quantity	Price	Extended
44x24 Modular (40x24 Box)	Open Floor Plan Request	1	\$1,196.00
Folding Table 6 ft		1	\$15.00
White Board 48x72		2	\$21.00
Prof. Entrance-Canopy T2	OSHA Compliant Steps	1	\$105.00
Property Damage Waiver (11/12)		2	\$89.00
ADA/IBC Ramp -w/ switchback		1	\$460.00
General Liability - Allen Insurance		1	\$22.00
Data Hub Rental T2		1	\$168.00
Prof. Workstation Package T2	Teachers Package	1	\$107.00
Minimum Lease Billing Period: 12			Total Recurring Building Charges:
Billing Cycle: 28 Days			Subtotal of Other Recurring Charges:
			Total Recurring Charges Per Billing Cycle:

Delivery & Installation

Fuel Surcharge Delivery		1	\$250.20	\$250.20
Modification to Unit L	Modification Cost	1	\$9,971.43	\$9,971.43
CA Transport Delivery Fee		2	\$100.00	\$200.00
Essentials Material Handling		1	\$470.75	\$470.75
State Approved Building Plans		1	\$3,750.00	\$3,750.00
Foundation / Tiedown Plans		1	\$875.00	\$875.00
Ramp - Delivery & Installation		1	\$1,714.29	\$1,714.29
Delivery Freight		2	\$695.00	\$1,390.00
Block and Level		1	\$3,571.43	\$3,571.43
Tiedowns into dirt		12	\$93.76	\$1,125.12
Vinyl skirting		128	\$15.71	\$2,010.88
			Total Delivery & Installation Charges:	\$25,329.10

Final Return Charges*

Fuel Surcharge Return		1	\$250.20	\$250.20
CA Transport Return Fee		2	\$100.00	\$200.00
Tiedown-Dirt Removal		12	\$36.24	\$434.88
Skirting Removal - Vinyl LF		128	\$4.29	\$549.12
Ramp - Knockdown & Return		1	\$1,571.43	\$1,571.43
Teardown		1	\$2,285.71	\$2,285.71
Return Freight		2	\$695.00	\$1,390.00
			Due On Final Invoice*:	\$6,681.34

Total Including Recurring Billing Charges, Delivery, Installation & Return:** \$59,526.44

Summary of Charges

Model: SM4424	Quantity: 1	Total Charges for(1) Building(s): \$59,526.44
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Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, BUYER/LESSEE/CUSTOMER HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended
	Modification to Unit M	Initial	1	\$1.43	\$1.43



Williams Scotsman, Inc.
11811 Greenstone Avenue
Santa Fe
Springs CA 90670-4734

Your WillScot Representative
Arna Bontemps, Territory Sales Manager
Phone: +1 5622017894
Email: arna.bontemps@willscot.com
Toll Free: 800-782-1500

Contract Number: 1616810

Revision: 2

Date: March 15, 2022

Lease Agreement

Lessee:

Magnolia Public School
250 E. 1st. Street, Suite 1500
Los angeles, California 90012

Contact:

Mustafa Sahin
250 E. 1st. Street, Suite 1500
Los angeles, CA 90012
Phone: (760) 587-6031
Email: msahin@magnoliapublicschools.org

Ship To Address:

18238 Sherman Way
RESEDA, CA 91335 US

Delivery Date (on or about): 08/01/2022

Rental Pricing Per Billing Cycle	Quantity	Price	Extended
44x24 Modular (40x24 Box)	Open Floor Plan Request	1	\$1,196.00
Folding Table 6 ft		1	\$15.00
White Board 48x72		2	\$21.00
Prof. Entrance-Canopy T2	OSHA Compliant Steps	1	\$105.00
Property Damage Waiver (11/12)		2	\$89.00
ADA/IBC Ramp -w/ switchback		1	\$460.00
General Liability - Allen Insurance		1	\$22.00
Data Hub Rental T2		1	\$168.00
Prof. Workstation Package T2	Teacher Package	1	\$107.00
Minimum Lease Billing Period: 12			Total Recurring Building Charges:
Billing Cycle: 28 Days			Subtotal of Other Recurring Charges:
			Total Recurring Charges Per Billing Cycle:

Delivery & Installation

Fuel Surcharge Delivery		1	\$250.20	\$250.20
Modification to Unit L	Modification Cost	1	\$9,971.43	\$9,971.43
CA Transport Delivery Fee		2	\$100.00	\$200.00
Essentials Material Handling		1	\$470.75	\$470.75
State Approved Building Plans		1	\$3,750.00	\$3,750.00
Foundation / Tiedown Plans		1	\$875.00	\$875.00
Ramp - Delivery & Installation		1	\$1,714.29	\$1,714.29
Delivery Freight		2	\$695.00	\$1,390.00
Block and Level		1	\$3,571.43	\$3,571.43
Tiedowns into dirt		12	\$93.76	\$1,125.12
Vinyl skirting		128	\$15.71	\$2,010.88
			Total Delivery & Installation Charges:	\$25,329.10

Final Return Charges*

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Skirting Removal - Vinyl LF		128	\$4.29	\$549.12
Ramp - Knockdown & Return		1	\$1,571.43	\$1,571.43
Teardown		1	\$2,285.71	\$2,285.71
Return Freight		2	\$695.00	\$1,390.00
			Due On Final Invoice*:	\$6,681.34

Total Including Recurring Billing Charges, Delivery, Installation & Return:** \$59,526.44

Summary of Charges

Model: SM4424	Quantity: 1	Total Charges for(1) Building(s): \$59,526.44
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Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, BUYER/LESSEE/CUSTOMER HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended
	Modification to Unit M	Initial	1	\$1.43	\$1.43



Williams Scotsman, Inc.
11811 Greenstone Avenue
Santa Fe
Springs CA 90670-4734

Your WillScot Representative
Arna Bontemps, Territory Sales Manager
Phone: +1 5622017894
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Rental Pricing Per Billing Cycle	Quantity	Price	Extended
44x24 Modular (40x24 Box)	Open Floor Plan Request	1	\$1,196.00
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General Liability - Allen Insurance		1	\$22.00
Data Hub Rental T2		1	\$168.00
Prof. Workstation Package T2	Teacher Package	1	\$107.00
Minimum Lease Billing Period: 12			Total Recurring Building Charges:
Billing Cycle: 28 Days			Subtotal of Other Recurring Charges:
			Total Recurring Charges Per Billing Cycle:

Delivery & Installation

Fuel Surcharge Delivery		1	\$250.20	\$250.20
Modification to Unit L	Modification Cost	1	\$9,971.43	\$9,971.43
CA Transport Delivery Fee		2	\$100.00	\$200.00
Essentials Material Handling		1	\$470.75	\$470.75
State Approved Building Plans		1	\$3,750.00	\$3,750.00
Foundation / Tiedown Plans		1	\$875.00	\$875.00
Ramp - Delivery & Installation		1	\$1,714.29	\$1,714.29
Delivery Freight		2	\$695.00	\$1,390.00
Block and Level		1	\$3,571.43	\$3,571.43
Tiedowns into dirt		12	\$93.76	\$1,125.12
Vinyl skirting		128	\$15.71	\$2,010.88
			Total Delivery & Installation Charges:	\$25,329.10

Final Return Charges*

Fuel Surcharge Return		1	\$250.20	\$250.20
CA Transport Return Fee		2	\$100.00	\$200.00
Tiedown-Dirt Removal		12	\$36.24	\$434.88
Skirting Removal - Vinyl LF		128	\$4.29	\$549.12
Ramp - Knockdown & Return		1	\$1,571.43	\$1,571.43
Teardown		1	\$2,285.71	\$2,285.71
Return Freight		2	\$695.00	\$1,390.00
			Due On Final Invoice*:	\$6,681.34

Total Including Recurring Billing Charges, Delivery, Installation & Return:** \$59,526.44

Summary of Charges

Model: SM4424	Quantity: 1	Total Charges for(1) Building(s): \$59,526.44
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Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, BUYER/LESSEE/CUSTOMER HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended
	Modification to Unit M	Initial	1	\$1.43	\$1.43



Williams Scotsman, Inc.
11811 Greenstone Avenue
Santa Fe
Springs CA 90670-4734

Your WillScot Representative
Arna Bontemps, Territory Sales Manager
Phone: +1 5622017894
Email: arna.bontemps@willscot.com
Toll Free: 800-782-1500

Contract Number: 1616810

Revision: 2
Date: March 15, 2022

Lease Agreement

Lessee:
Magnolia Public School
250 E. 1st. Street, Suite 1500
Los angeles, California 90012

Contact:
Mustafa Sahin
250 E. 1st. Street, Suite 1500
Los angeles, CA 90012
Phone: (760) 587-6031
Email: msahin@magnoliapublicschools.org

Ship To Address:
18238 Sherman Way
RESEDA, CA 91335 US
Delivery Date (on or about): 08/01/2022

Rental Pricing Per Billing Cycle	Quantity	Price	Extended
44x24 Modular (40x24 Box)	Open Floor Plan Request	1	\$1,196.00
Folding Table 6 ft		1	\$15.00
White Board 48x72		2	\$21.00
Prof. Entrance-Canopy T2	OSHA Compliant Steps	1	\$105.00
Property Damage Waiver (11/12)		2	\$89.00
ADA/IBC Ramp -w/ switchback		1	\$460.00
General Liability - Allen Insurance		1	\$22.00
Data Hub Rental T2		1	\$168.00
Prof. Workstation Package T2	Teacher Package	1	\$107.00
Minimum Lease Billing Period: 12			Total Recurring Building Charges:
Billing Cycle: 28 Days			Subtotal of Other Recurring Charges:
			Total Recurring Charges Per Billing Cycle:

Delivery & Installation

Fuel Surcharge Delivery		1	\$250.20	\$250.20
Modification to Unit L	Modification Cost	1	\$9,971.43	\$9,971.43
CA Transport Delivery Fee		2	\$100.00	\$200.00
Essentials Material Handling		1	\$470.75	\$470.75
State Approved Building Plans		1	\$3,750.00	\$3,750.00
Foundation / Tiedown Plans		1	\$875.00	\$875.00
Ramp - Delivery & Installation		1	\$1,714.29	\$1,714.29
Delivery Freight		2	\$695.00	\$1,390.00
Block and Level		1	\$3,571.43	\$3,571.43
Tiedowns into dirt		12	\$93.76	\$1,125.12
Vinyl skirting		128	\$15.71	\$2,010.88
			Total Delivery & Installation Charges:	\$25,329.10

Final Return Charges*

Fuel Surcharge Return		1	\$250.20	\$250.20
CA Transport Return Fee		2	\$100.00	\$200.00
Tiedown-Dirt Removal		12	\$36.24	\$434.88
Skirting Removal - Vinyl LF		128	\$4.29	\$549.12
Ramp - Knockdown & Return		1	\$1,571.43	\$1,571.43
Teardown		1	\$2,285.71	\$2,285.71
Return Freight		2	\$695.00	\$1,390.00
			Due On Final Invoice*:	\$6,681.34

Total Including Recurring Billing Charges, Delivery, Installation & Return:** \$59,526.44

Summary of Charges

Model: SM4424	Quantity: 1	Total Charges for(1) Building(s): \$59,526.44
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Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, BUYER/LESSEE/CUSTOMER HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

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	Modification to Unit M	Initial	1	\$1.43	\$1.43



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Prof. Entrance-Canopy T2	OSHA Compliant Steps	1	\$105.00
Property Damage Waiver (11/12)		2	\$89.00
ADA/IBC Ramp -w/ switchback		1	\$460.00
General Liability - Allen Insurance		1	\$22.00
Data Hub Rental T2		1	\$168.00
Prof. Workstation Package T2	Teacher Package	1	\$107.00
Minimum Lease Billing Period: 12			Total Recurring Building Charges:
Billing Cycle: 28 Days			Subtotal of Other Recurring Charges:
			Total Recurring Charges Per Billing Cycle:

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Modification to Unit L	Modification Cost	1	\$9,971.43	\$9,971.43
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Essentials Material Handling		1	\$470.75	\$470.75
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Ramp - Delivery & Installation		1	\$1,714.29	\$1,714.29
Delivery Freight		2	\$695.00	\$1,390.00
Block and Level		1	\$3,571.43	\$3,571.43
Tiedowns into dirt		12	\$93.76	\$1,125.12
Vinyl skirting		128	\$15.71	\$2,010.88
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Model: SM4424	Quantity: 1	Total Charges for(1) Building(s): \$59,526.44
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Toll Free: 800-782-1500

Contract Number: 1616810
Revision: 2
Date: March 15, 2022

Insurance Requirements Addendum

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
5	SM4424	\$62176.00	\$4000.00

Lessee: Magnolia Public Schools

Pursuant to the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

- Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
- Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

Commercial General Liability Insurance

Lessee elects to participate in the Commercial General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily insurance and property damage arising from the proper use and occupancy of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, Lessee understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

Signature of Lessee: _____ Print Name: _____ Date: _____

Damage Waiver Program

Lessee elects to participate in the Lessor's Damage Waiver Program. Lessee understands and agrees that under this program, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability to Lessor for repair or replacement of the modular units leased from Williams Scotsman resulting from loss or damage as specified in the Lease Agreement. Lessee remains liable to Williams Scotsman for the amount of the damage deductible per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

Signature of Lessee: _____ Print Name: _____ Date: _____

Please return this signed document with the signed lease agreement.



PROPOSAL DATE: April 22, 2022

**Mustafa Sahin
Magnolia Public Schools
250 E. 1st Street
Los Angeles, CA 90012**

Via E-Mail: msahin@magnoliapublicschools.org

Tele: (760) 587-6031

PUCHASE AND LEASE PROPOSAL – (5) 24x40 DSA Approved Modular Classroom Buildings and (1) 12x40 HCD Approved Modular Office Preowned Fully Refurbished

Dear Mr. Sahin,

Thank you for your interest in Global Modular, Inc. (“GMI”), and the opportunity to provide this Proposal. This Proposal is based upon the information described below.

PROJECT DESCRIPTION

- Provide (5) 24x40 DSA Classrooms and (1) 12x40 HCD Approved Modular Office Building as described herein;

BASIS OF PROPOSAL

Documents which form apart of this Proposal as listed:

- Industry standard features and finishes as outlined below
- Contract and Project Supervision
- Progress Payments for Purchase
- Annual in Advance Lease Payments
- Floor Plans
- Sample Photos
- DIR# 1000003715 License# 837357
- (1) Year Warranty

1860 Chicago Ave. Suite: I-7, Riverside, CA 92507
Tele: (209) 676-8029 Cell: (951) 634-9590 e-mail dperez@gdvi.net



PURCHASE (5) 24'x40' CLASSROOMS PRE-OWNED FULLY REFURBISHED :

24 X 40 DSA Approved Classrooms Includes Delivery/Installation/Decks/Ramps	\$ 82,500.00 Each
Total Lump Sum	\$ 412,500.00

LEASE PRICING for (5) 24'X40' DSA CLASSROOMS:

CLASSROOMS – (5) 24X40 MODULAR CLASSROOMS

Base Lease Per Month Per Building:	\$ 1,300.00
Total Per Month for (5) Buildings:	\$ 6,500.00
Total Lease for 24 Months:	\$156,000.00

ONE TIME CHARGES

Delivery and Installation Charge for Per Building :	\$ 15,000.00
Total Delivery and Installation Charge for (5) 24x40 Buildings:	\$ 75,000.00

Dismantle/Return Charge Per Building:	\$ 5,000.00
Total Dismantle/Return for (5) 24x40 Buildings:	\$ 25,000.00

TOTAL COMMITMENT FOR (5) 24x40 CLASSROOMS **\$256,000.00**

PURCHASE (1) 12'x40' MODULAR OFFICE PRE-OWNED FULLY REFURBISHED :

12 X 40 HCD Approved Office Includes Delivery/Installation/Decks/Ramp/Stair	\$ 65,800.00
Total Lump Sum	\$ 65,800.00

LEASE PRICING for (1) 12'X40' HCD OFFICE:

MODULAR OFFICE – (1) 12X40 with (2) Interior Offices

Base Lease Per Month Per Building:	\$ 950.00
Total Lease for 24 Months:	\$ 22,800.00

ONE TIME CHARGES

Delivery/Installation/Tenant Improvements/Ramp/Deck/Stair Charge:	\$ 15,000.00
Dismantle/Return Charge Per Building:	\$ 3,500.00
TOTAL LEASE COMMITMENT	\$ 41,300.00



INCLUSIONS

Typical 24' x 40' Pre Owned Modular Classrooms with Industry Standard Specifications Includes;

- Type V non-rated; E Occupancy DSA approved Pre-Owned Building – Fully Refurbished
- Architectural, Structural, Mechanical, Electrical and Plumbing plans for building by GMI
- Foundation: DSA Approved Built up wood foundation
- Structural system is a steel moment frame design
- Floor: Steel floor joists with 1-1/8" plywood subfloor
- Exterior Walls: 2x4 @ 16" o/c with 5/8" T-111 wood siding painted to standard colors
- 1/4" : 12 Pitch Clear Span Roof with Standing Seam metal roofing , 5' 0" overhang cantilevered Front & 2'6" in rear, w/gutters and downspouts
- Interior Wall Finish: 1/2" Vinyl Covered Tackboard over 1/2" gypsum board
- Insulation: Floors – R-11, Walls R-13, Roof – R-19
- Flooring: 26 oz. carpet with 4" rubber base cove
- 2' x 4' T-bar ceiling and fluorescent lighting
- (2) 8/0' x 4/0 xox' windows per classroom
- (1) 3/0' x 7/0 exterior steel doors with Frame and Hardware per classroom
- HVAC: Wall mounted heat pump unit sized per code, ducted supply and direct return
- Electrical sub-panels – 100 or 125 AMP Single Phase Sub Panels
- Light switches, duplex outlets, porch lights per drawings
- Empty conduit and empty boxes for low voltage
- Fire extinguishers per classroom
- (2) Marker Boards by GMI per classroom
- Transport Includes Trucking and Hauling Permits
- (1) 11' Ramp and Deck per classroom
- CA state sales tax



INCLUSIONS

Typical 12' x 40' Modular Office with Industry Standard Specifications Includes;

- Type V non-rated; B Occupancy HCD approved Pre-Owned Building – Fully Refurbished
- Architectural, Mechanical, Electrical plans for building by GMI
- State approved foundation, Blocked and Leveled/Piers/Pads, Raised with Anchor Tie downs with earthquake tie-down system.
- Plywood Floor over steel joists
- Exterior Walls: 2x4 @ 16" o/c with 5/8" T-111 wood siding painted to Owners colors
- 1/4" : 12 Pitch Clear Span Roof with Standing Seam metal roofing or single ply TPO, w/gutters and downspouts
- Interior Wall Finish: 1/2" Vinyl Covered gypsum board
- Insulation: Floors – R-11, Walls R-13, Roof – R-19
- Flooring: New VCT 12x12 Tile or 26 oz Carpet
- 2' x 4' T-bar ceiling with new panels, and fluorescent lighting
- (2) 3/0' x 4/0 xox' windows
- (2) 3/0' x 7/0 exterior steel doors, frame & hardware
- (2) Interior Offices
- HVAC: Wall mounted heat pump unit sized per code, ducted supply and direct return
- Electrical sub-panel – 100 or 125 AMP Single Phase
- Light switches, duplex outlets, porch lights per drawings
- Empty conduit and empty boxes for low voltage
- Fire extinguisher
- Transport; includes trucking/hauling permits
- Install buildings on site approved pad
- (1) 11' ramp & deck and (1) stair



EXCLUSIONS

The following is expressly excluded from this project scope;

- APPROVALS: All local, city, health dept., DSA fees, licensing submittal, approval and permitting
- SITE INSPECTIONS FOR STATE OR LOCAL AUTHORITIES:
- ARCHITECT: Architectural services, civil, reports, processes/document management, DSA processing
- SITE PREPARATION: Site prep, demo of existing, work necessary to ready project area
- LEVEL SITE / GRADING / EXCAVATION FOR PIT: Engineered pad by Owner
- UTILITIES: All utilities and their final connections to the building; any service upgrades
- FIRE SPRINKLER SYSTEM: Not included
- FURNISHINGS: Casework, furniture
- FIRE ALARM / LOW VOLTAGE: Fire alarm and low voltage with ancillary equipment are excluded with the exception of empty boxes and conduits
- WARRANTY: Unless otherwise provided, ICSI includes a one-year (1-year) warranty on material and workmanship; also passes along all other new product warranties
- MAINTENANCE: Maintenance is excluded
- Forklift or Crane due to unforeseen site conditions
- DIG ALERT: To prevent damage to underground utilities and avoid service interruptions by calling 811 two (2) working days NOT including the date of notification (4216.2(b)) prior to starting your excavation.



DELIVERY

This Proposal is for modular units delivered to: Reseda, CA

Thank you once again for the opportunity to present this Proposal on behalf of this important project.

Please feel free to call with any questions or need further clarification.

Sincerely,

Dora Perez

GLOBAL MODULAR, INC.

RE: Acceptance

PURCHASE OR LEASE PROPOSAL – (5) 24’ x 40’ Modular DSA Approved Classrooms and (1) 12’ x 40’ HCD Modular Office Building Preowned Fully Refurbished

OWNER: MAGNOLIA PUBLIC SCHOOLS

PROPOSAL DATE: April 22, 2022 The undersigned hereby accepts, accepts with comment, or does not accept the GMI proposal (please the applicable box).

Comments (if any): _____

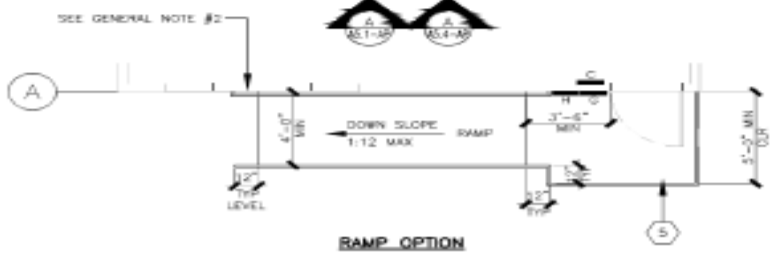
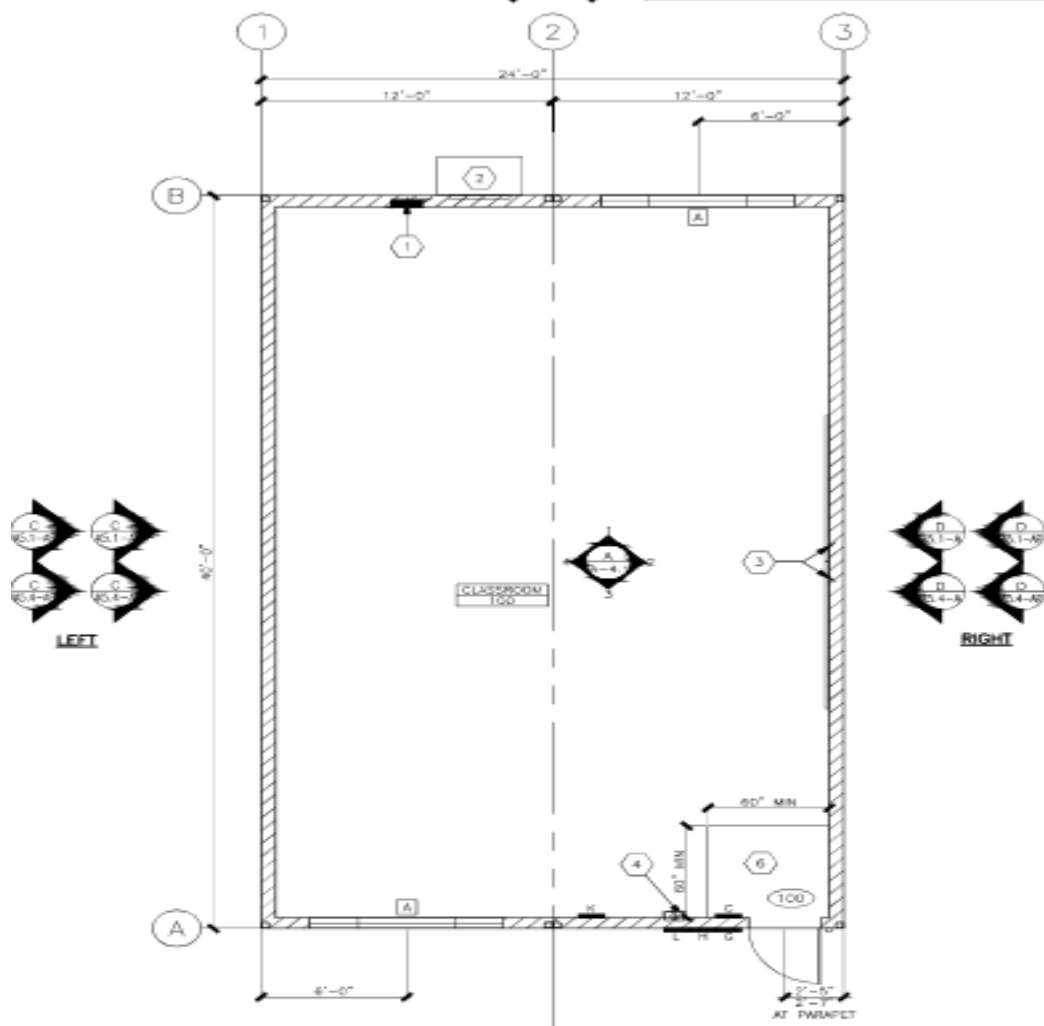
By:

Signature

Printed Name

Title

Date



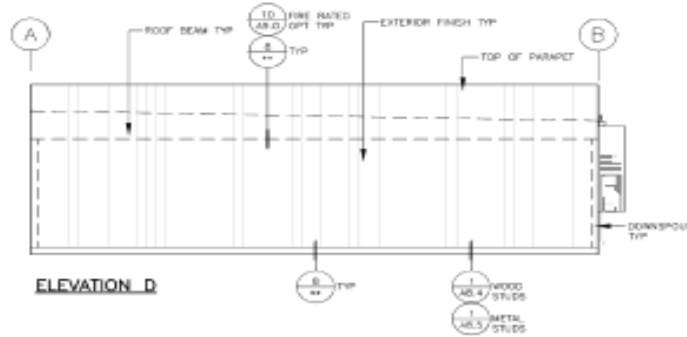
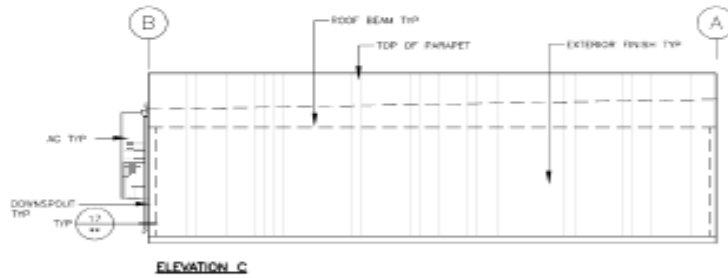
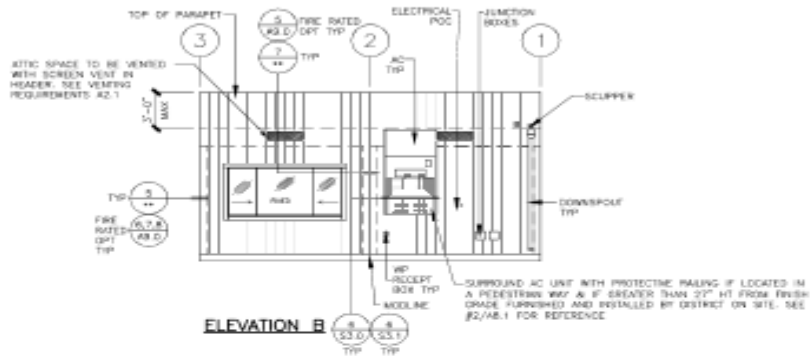
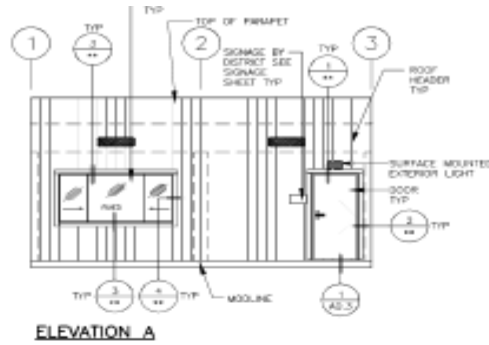
RAMP OPTION
OPTION A (RIGHT HAND)

1860 Chicago Ave. Suite: I-7, Riverside, CA 92507
 Tele: (209) 676-8029 Cell: (951) 634-9590 e-mail dperez@gdvi.net



BUILDING IDENTIFICATION SIGN

- PER CPC SECTION 505.1, A BUILDING IDENTIFICATION SIGN SHALL BE PLACED ON A NEW OR EXISTING BUILDING SIGN SHALL BE PLACED AND DESIGNED PER SECTION 505.1 SIGN SHALL BE PROVIDED BY OWNER OR DISTRICT.
- FOR MODULAR BUILDING IDENTIFICATION TAG, REFER TO SHEET AD.1 UNDER GENERAL DESIGN REQUIREMENTS & #2/AD.4



EXTERIOR ELEVATIONS (MONO SLOPE)

- SCALE: 3/16" = 1'-0"
- PARAPET AND LANDING NOT SHOWN FOR CLARITY (SEE ELEVATIONS ON RAMP SHEETS)
 - SEE SHEET 50.1P FOR PARAPET FORMING AND DETAILS
 - SEE SHEET ** FOR ARCHITECTURAL DETAILS

- ** = OPTIONS: (CHECK ONE)
- WOOD STUDS AB.0
 - METAL STUDS AB.2

GLOBAL MODULAR
Incorporated



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Coversheet

Approval of the Authorization of Sale of Strip of Land to the City of Los Angeles

Section: II. Recommended Action Items
Item: B. Approval of the Authorization of Sale of Strip of Land to the City of Los Angeles
Purpose: Vote
Submitted by:
Related Material: Sale of Land to City of Los Angeles.pdf
10_Floor Plans.pdf



Committee / Board Agenda Item: II B: Recommended Action Item
Date: May 5, 2022
To: Magnolia Public Schools (“**MPS**”) Board of Directors (“**Board**”) Facilities Committee (the “**Committee**”)
From: Alfredo Rubalcava, Chief Executive Officer and Superintendent
Patrick Ontiveros, General Counsel & Director of Facilities
Mustafa Sahin, Project Manager
RE: Authorization of Sale of Strip of Land to City of Los Angeles Recreation and Parks Department

I. Proposed Motion/Recommendation(s)

Staff recommends and moves that the Committee

- (1) subject to Staff obtaining all approvals needed to consummate such sale, approve the sale of a 25 foot wide strip of land on the east side of Magnolia Science Academy—1’s high school parking lot parcels (see Exhibit A) to the City of Los Angeles for the price of \$1,265,000 and the amendment of MSA—1’s lease for the premises with MPM Sherman Way LLC to reflect the sale of the strip of land
- (2) approve the negotiation by the MPS CEO, or his designee, with the City of Los Angeles of such terms and conditions as he shall deem in the best interests of MPS and MSA—1 in order to consummate such transaction
- (3) approve the execution by the MPS CEO and Superintendent, or his designees, of such documents and instruments as may be necessary to undertake and complete the foregoing actions, and
- (4) recommend approval of the same to the Board.

II. Background

The City of Los Angeles through its Recreation and Parks Department (“**RAP**”) owns the parcels immediately adjacent to the Magnolia Science Academy—1 (“**MSA—1**”) high school building and parking lot. As has previously been reported to the MPS Board, RAP intends to build a skating rink on the parcel that fronts Sherman Way and an enclosed ice hockey rink on the parcel accessible via the alleyway. Further down the block RAP also owns property that will be used as parking for the skating facilities. Exhibit B illustrates the locations of the skating rinks, parking, MSA—1 properties and the strip of land.



In order to build the ice hockey rink, which RAP expects that the Los Angeles Kings will operate, RAP needs to add an additional strip of land approximately 25' in width. See Exhibit A. MPM Sherman Way LLC, owner in fee simple of the land on which MPS operates MSA-1, with the concurrence of MPS has expressed a willingness to sell a strip of land from its high school parking lot. In December 2020, MPM Sherman Way LLC signed a non-binding letter of intent.

With the sale of the strip of land, the MSA—1 campus will lose 33 parking spaces. MSA—1 will be granted temporary use of the RAP parking lots to satisfy its parking needs. MPS is in escrow to purchase the property located 18242-44 Sherman Way which is immediately adjacent to the MSA—1 middle school building. Upon the close of escrow for 18242-44 Sherman Way which is expected to happen before the end of the calendar year, MSA—1 will make up for the parking lost in sale of the strip of land to RAP. In addition, MPS is in talks to acquire 26 parking spaces at the Citibank parking lot a couple parcels down from the existing MSA—1 campus. Finally, MPS has a license to use the land formerly owned by CIM. The new owner has said he will allow MSA—1 to continue to use the land until his development plans come to fruition. Specifically, the owner has agreed to allow MSA—1 to occupy the parcels fronting both Sherman Way and the alley which are to the east of the City of Los Angeles owned parcels. For the parcel fronting Sherman Way the owner will have the option to terminate the lease for any reason with thirty (30) days notice. However, for the parcel fronting the alleyway, the lease shall be for a term of two years with no option to terminate. After the two year period, the lease for the premises will continue on a month to month basis. During that time, MPS will continue to use the land for parking and recreation among other uses.

In 2020, MPS obtained an appraisal valuing the land at \$1,000,000. In March 2022, MPS obtained an updated appraisal that values the land at \$1,360,000. RAP also obtained an appraisal valuing the strip of land at \$1,170,000. MPS Staff has agreed to a sales price of \$1,265,000 as being fair and reasonable.

MPS Staff believes that such transaction is in the best interests of MSA—1 and MPS as MPS Staff, as part of the transaction, will negotiate use of the new ice hockey rink by MSA—1 allowing MSA—1 to host an ice hockey team. MSA—1, as lessee under that certain lease agreement with MPM Sherman Way LLC, will need to follow the requirements in its 2014 and 2017 bond documents that govern the sale of land that is encumbered by the lien in favor of the bonds. Magnolia Properties Management, Inc., the sole member and manager of MPM Sherman Way LLC, will need to follow the requirements in its 2014 and 2017 bond documents that govern the sale of land that is encumbered by the lien in favor of the bonds.

III. Conclusion / Budget Impact

Under the bond documents upon a sale of land that is encumbered by the lien of the bonds, all proceeds must be paid over to the trustee of the bonds for the benefit of the bondholders. MPS Staff will request that a portion of the proceeds be shared with MPM Sherman Way LLC or MPS, as appropriate, to facilitate further capital improvement projects at MSA—1. MPS estimates the costs to be approximately \$1.26 million.



EXHIBIT A

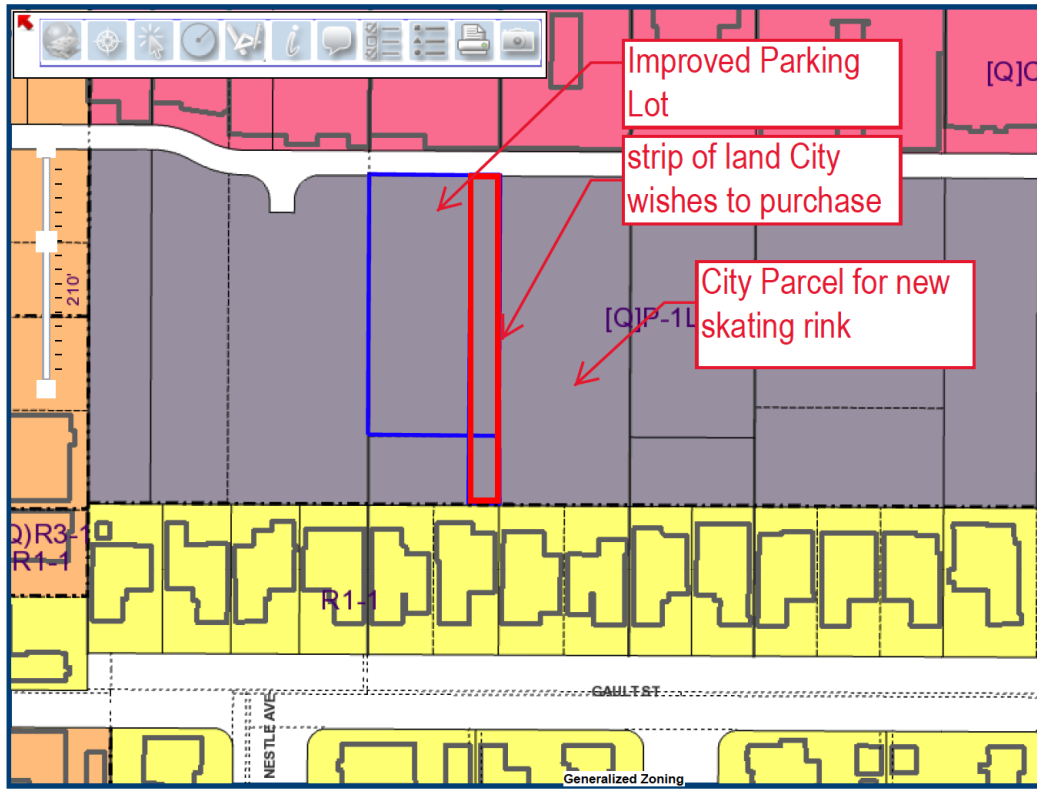




Exhibit B

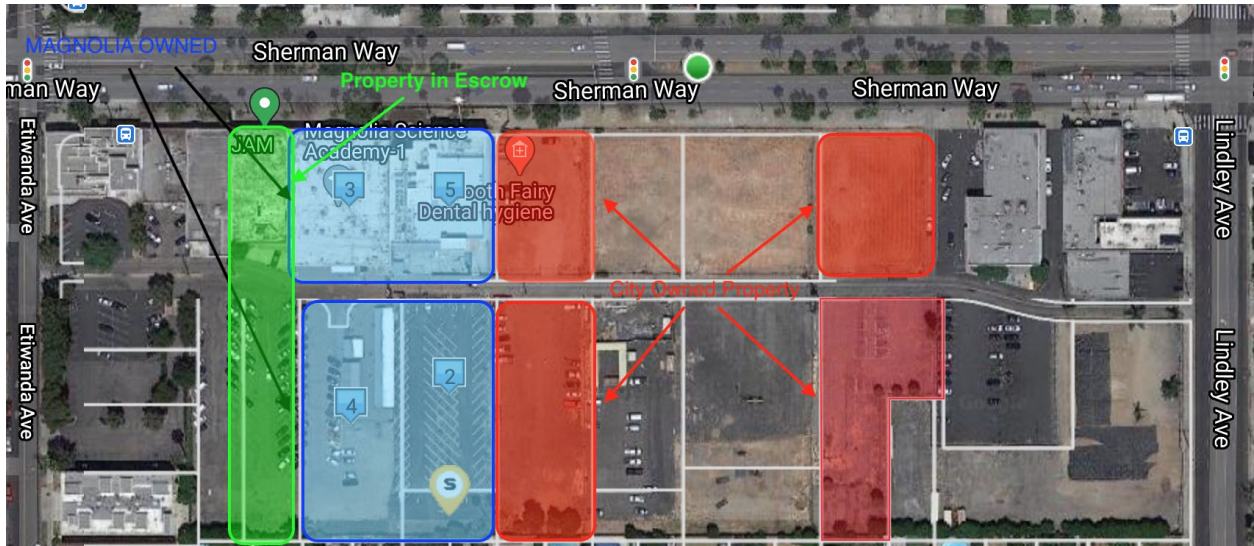




Exhibit C



**BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY OF LOS ANGELES**

RESEDA SKATING FACILITY



VIEW FROM SHERMAN WAY

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

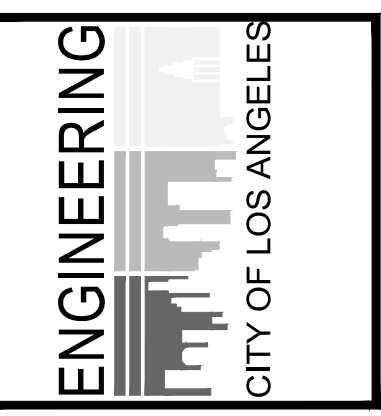
REVISION DATES (DESIGN STAGE ONLY)



VICINITY MAP

NOT TO SCALE

BUREAU OF ENGINEERING



DATE: BY:	
NO. REVISIONS:	
WORK ACCEPTED	SERIAL NO.
INDEX NO.	STRUCTURE NO.

DEPARTMENT OF PUBLIC WORKS

GARY LEE MORE, P.E. ENV. SP.	CITY ENGINEER	DATE
ACCEPTED BY:	DEPUTY CITY ENGINEER / PROGRAM MANAGER	DATE
	CITY ENGINEER	DATE

CITY OF LOS ANGELES

VERTICAL CONTROL: (SAMPLE) 24-03875, 18-05830, NGS/028, 1885 AD	COVER SHEET
HORIZONTAL CONTROL: (SAMPLE) NAD83, EPOCH 1991.5	
SHEET TITLE:	PROJECT: RESEDA SKATE FACILITY
	ADDRESS: 18210 SHERMAN WAY RESEDA, CA 91335
WORK ORDER NO.	E170121B
DRAWING NO.	A0.00
SHEET 01 OF 230 SHEETS	

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

K
J
I
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G
F
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C
B
A



06



03



05



02



04



01

NOTE: SEE SHT. A1.00 FOR ALL LOCATIONS OF THESE 3D MODEL IMAGES. THESE IMAGES ARE FOR CLARIFYING PURPOSES ONLY, CONTRACTOR SHALL REFER TO A2.00 & A2.01 AND OTHER SHEETS FOR TECHNICAL INFORMATION.

ENGINEERING
CITY OF LOS ANGELES
Environmental Engineering Division

LICENSED ARCHITECT
LAWRENCE SORRA
C 21812
REN 10/31/2023
STATE OF CALIFORNIA

BUREAU OF ENGINEERING

VERTICAL CONTROL:
HORIZONTAL CONTROL:

SHEET TITLE: 3D VIEWS
PROJECT: REVEDA SKATE FACILITY
ADDRESS: 18210 SHERMAN WAY, REVEDA CA 91335

DEPARTMENT OF PUBLIC WORKS

DATE: BY:
NO. REVISIONS:

CIP NO.
INDEX NO.

CITY OF LOS ANGELES

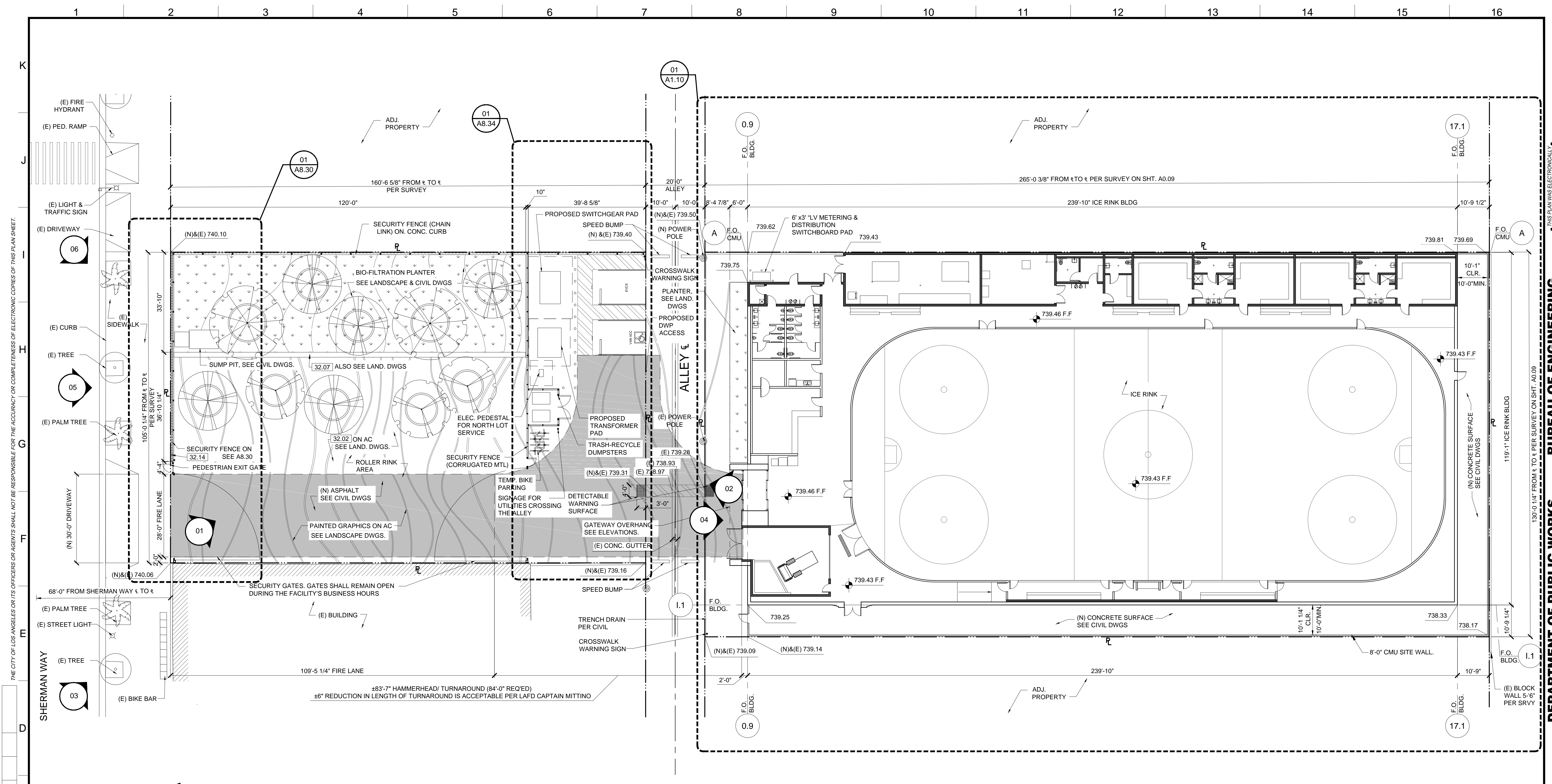
ENGINEER: GARY LEE MOORE, P.E., ENV SP
DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:

CITY ENGINEER
DATE:
DESIGN GROUP

WORK ORDER NO.
E170121B

SHEET NAME
A0.02
SHEET 04 OF 230 SHEETS

REVISION DATES (DESIGN STAGE ONLY)



NOTES:
 1. ALL ELEVATION BUBBLES ON THIS SHEET REFER TO SHEET A0.02 3D MODEL IMAGES. SEE A2.00 & A2.01 FOR TECHNICAL ELEVATIONS THAT ARE CROSS-REFERENCED ON PLANS.
 2. ELEVATIONS @ CORNER OF PROPERTY AND DIMENSIONS NOT SHOWN ON SURVEY ARE EXTRAPOLATED FROM SURVEY. CONTRACTOR SHALL VERIFY ALL PROPERTY DIMENSIONS, CORNERS AND ELEVATIONS W/ SURVEYING EQUIPMENT PRIOR TO BEGINNING CONSTRUCTION AND NOTIFY ARCHITECT OF ANY DISCREPANCY OF (E) ELEVATIONS OR (E) PROPERTY DIMENSIONS. ARCHITECT SHALL BE COMPENSATED BY OWNER FOR ANY CHANGES DUE TO INCOMPLETE SURVEY.

REF: SURVEY, A0.09, A0.30, A0.41, A0.50
 SCALE: 1/16" = 1'-0"

KEYNOTES NOTE: ITEMS IDENTIFIED ARE TYPICAL TO ALL LIKE ITEMS UNLESS NOTED OTHERWISE. 01 - GENERAL REQUIREMENTS 02 - NOT USED 03 - CONCRETE 3.01 CONC. SLAB ON GRADE PER STRUCTL. 3.02 CONC. O/MTL. DECK PER STRUCTL. 3.03 CONC. CURB 3.04 CONC. FOOTING PER STRUCTL. 3.05 CONC. PAVING PER CIVIL DWGS. 3.06 CONC. SIDEWALK PER CIVIL DWGS. 3.07 CONC. PAD 04 - MASONRY 4.01 CMU BLDG. WALL 4.02 CMU SITE WALL W/ 2" CMU CAP.	05 - METALS 5.01 STL. COLUMN PER STRUCTL. PTD. 5.02 STL. BEAM PER STRUCTL. PTD. 5.03 HSS POST PER STRUCTL. PTD. 5.04 HSS BEAM PER STRUCTL. PTD. 5.05 MEMBRANE STRUCTURE I BEAM. 5.06 MTL. DECK. 5.07 MTL. GUARD RAILING. 5.08 MTL. STUD WALL. 06 - WOOD AND PLASTICS 07 - THERMAL & MOISTURE PROTECTION 7.01 W.P. MEMBRANE PER DETL. & SPECS. 7.02 SINGLE PLY PVC ROOFING PER SPECS. 7.03 R-21 RIGID INSULATION @ WALLS. 7.04 UNDERSLAB MOISTURE VAPOR BARRIER. 7.05 ROOF DRAIN AND OVERFLOW.	7.06 CLEAR WATER-REPELLENT GRAFITTI COATING AT CMU WALL. (ALL EXPOSED SURFACES). 7.07 BATT INSULATION. 08 - OPENINGS (SEE DOOR/WINDOW SCHED) 8.01 STL. DOOR & FRAME, PAINTED. 8.02 CLR. ANODIZED ALUM. STOREFRONT DOOR. 8.03 CLR. ANODIZED ALUM. STOREFRONT WINDOW. 8.04 DOOR HARDWARE SET PER SCHED. 8.05 EXTERIOR WALL LOUVER. 8.06 EXTERIOR WALL VENT WITH CAP. 8.07 ROLLING STL. DOOR & FRAME. 8.08 ICE RINK GATES. 8.09 OVERHEAD GLASS DOOR. 8.10 ACCESS PANEL, COLOR TO MATCH ADJACENT MATERIAL. 8.11 ROOF ACCESS HATCH.	09 - FINISHES (SEE FIN. SCHED) 9.01 5/8" TYPE 'X' GYP. BD., PROVIDE 'WET RATED' AT BATHROOMS, PAINT, CONC. FLR. SEAL PER FIN. SCHED. 9.02 RUBBER FLR. PER SPECS. 9.03 PAINT PER SPECS. 9.04 REVEAL PER DETAILS. 9.05 GRAFITTI COATING, TYP. @ ALL EXTERIOR SOLID WALLS. 9.06 GLAZED FINISH ON CMU. 9.07 CERAMIC TILE. 10 - SPECIALTIES 10.01 MIRROR PER SPECS. 10.02 SIGNAGE. 10.03 TOILET PAPER ROLL HOLDER PER ACCESSORY SCHED. 10.04 GRAB BAR. 10.05 COAT HOOK.	10.06 WASTE RECEPTACLE. 10.07 FOLDING SHOWER SEAT. 10.08 SHOWER ROD. 10.09 SHELF. 10.10 NETTING, NIC 10.11 FIRE EXTINGUISHER, RECESSED CABINET. 10.12 TOILET SEAT COVER DISPENSER. 10.13 PAPER TOWEL DISPENSER. 10.14 BATHROOM PARTITION W/ ROBE HOOK @ EA. DOOR 11 - EQUIPMENT/APPLIANCES (SEE EQMT. SCHED) 12 - FURNISHINGS 12.01 BICYCLE RACKS FOR SHORT-TERM BIKE PARKING. 12.02 DASHBOARD, NIC 12.03 BENCH, NIC	12.04 BLEACHERS, NIC 12.05 SCOREBOARD, NIC 12.06 SKATE RACKS, NIC 13 - SPECIAL CONSTRUCTION 13.01 MEMBRANE STRUCTURE. 14 - CONVEYING EQUIPMENT (NOT USED) 21 - FIRE SUPPRESSION 21.01 FIRE EXTINGUISHER. 21.02 FIRE SPRINKLER HORIZ. MAIN (SEE DIAGRAM) 21.03 FIRE SPRINKLER VALVE ASSEMBLY 21.04 FIRE DEPT. MAIN CONNECTION @ FRONT OF PROJECT. LAFD SHALL APPROVE FINAL LOCATION. 21.05 FIRE SPRINKLER HEAD. 22 - PLUMBING 22.01 WATER CLOSET PER PLUMBING LEGEND 22.02 LAV. SINK & FAUCET, PER PLUMBING LEGEND 22.03 JANITOR MOP SINK. 22.04 PLUMBING VENT PIPE. 22.05 DRINKING FOUNTAIN. 22.06 ULTRA LOW-FLOW TOILET. 22.07 SHOWER HEAD/ CONTROLS. 22.08 SHOWER DRAIN. 22.09 AREA DRAIN. 22.10 HOSE BIB.	23.05 BATHRM EXHAUST FAN PER SPECS. 23.06 BATHRM EXHAUST DUCT. 23.07 MECH. DUCT. 23.08 MECH. EQUIPMENT. 26 - ELECTRICAL 26.01 ELEC. PANEL PER PLANS & SCHED. 26.02 EXTERIOR LIGHT PER SCHED. 26.03 INTERIOR LIGHT PER SCHED. 27 - COMMUNICATION 28 - ELECTRONIC SAFETY AND SECURITY 28.01 SMOKE ALARM. 28.02 SECURITY CAMERA. 28.03 FIRE ALARM MAIN PANEL. 31 - EARTHWORK 31.01 APPROVED COMPACT FILL PER GEO & SOIL ENGINEER REPORT.	32 - EXTERIOR IMPROVEMENTS 32.01 ASPHALT PAVING PER CIVIL DWGS. 32.02 GRAPHICS/PAINT, SEE LAND. DWGS. 32.03 STORMWATER MANAGEMENT PER CIVIL DWGS. 32.04 STL. SECURITY GATE, PTD. 32.05 STL. SECURITY FENCE, PTD. 32.06 EXTERIOR AREA DRAINS. 32.07 BENCH. 32.08 TRENCH DRAIN. 32.09 TREE, SEE LANDSCAPE DWGS. 32.10 PLANTING, SEE LANDSCAPE DWGS. 32.11 (N) CONCRETE SIDEWALK, CURB, GUTTER PER CITY OF LA STANDARDS. 32.12 (N) CONC. APRON & DRIVEWAY CURB CUT PER CITY OF LA STANDARDS. 32.13 EQUIPMENT SCREEN. 32.14 CONC. WALL @ SITE FENCE.	33 - UTILITIES 33.01 WATER METER. 33.02 ELECTRICAL TRANSFORMER W/ BOLLARDS AS REQ'D. 33.03 ELECTRICAL METER. 33.04 POWER POLE.
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ENGINEERING
 CITY OF LOS ANGELES
 Environmental Engineering Division

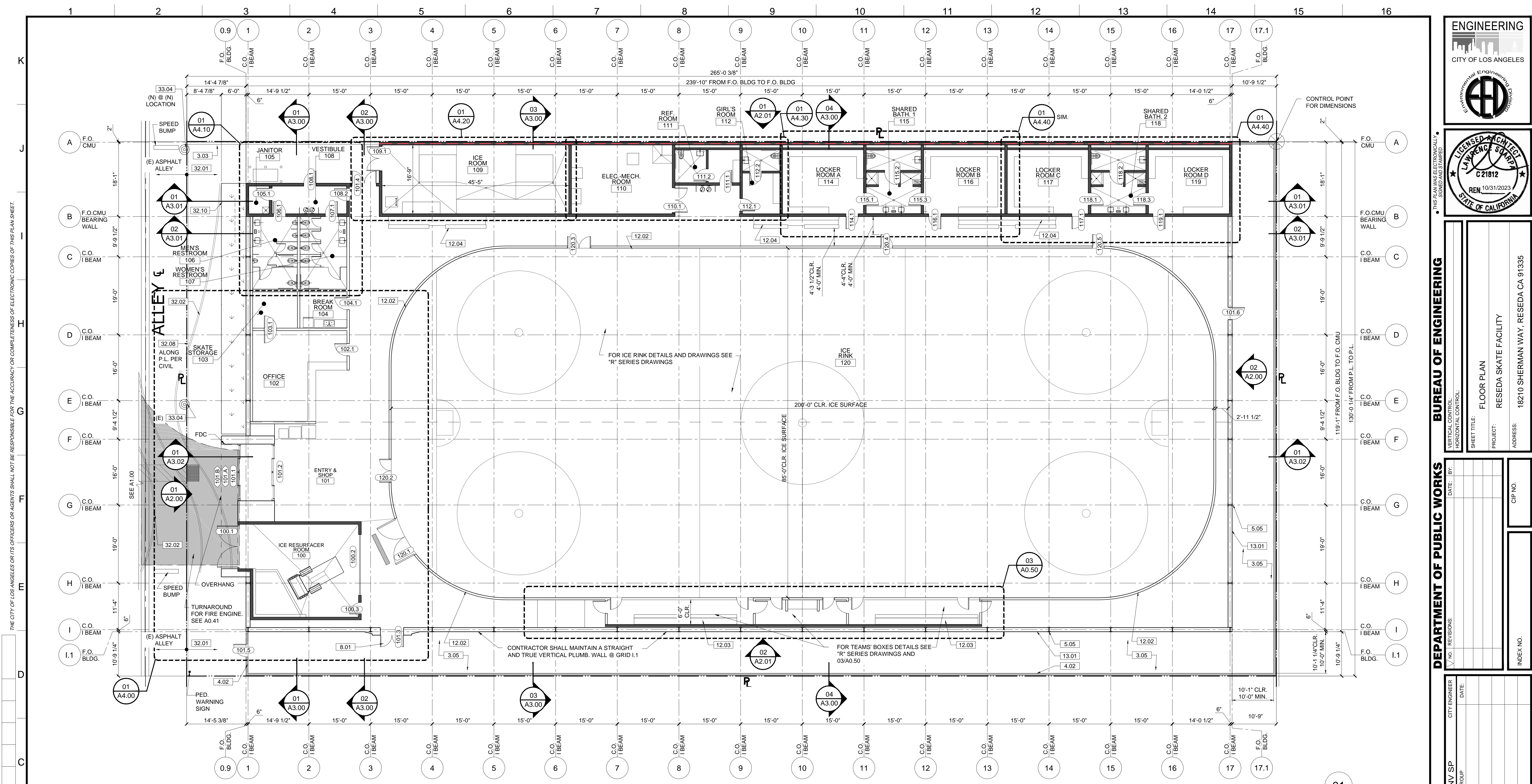
LICENSED ARCHITECT
 LAWRENCE SOMPA
 C21812
 REN 10/31/2023
 STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING

VERTICAL CONTROL: _____
 HORIZONTAL CONTROL: _____
 SHEET TITLE: SITE PLAN
 PROJECT: RESEDA SKATE FACILITY
 ADDRESS: 18210 SHERMAN WAY, RESEDA CA 91335

CITY ENGINEER: _____ DATE: _____
 ENGINEER: GARY LEE MOORE, P.E., ENV SP
 DESIGN GROUP: _____
 DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____

WORK ORDER NO. E170121B
 SHEET NAME: A1.00
 SHEET 38 OF 230 SHEETS



ICE RINK FLOOR PLAN

REF: A0.30, A0.50, A1.00, A1.10A, A1.11, A1.12 SCALE: 3/32" = 1'-0"

- KEYNOTES**
NOTE: ITEMS IDENTIFIED ARE TYPICAL TO ALL LIKE ITEMS UNLESS NOTED OTHERWISE.
- 01 - GENERAL REQUIREMENTS**
02 - NOT USED
 - 03 - CONCRETE**
3.01 CONC. SLAB ON GRADE PER STRUCT'L.
3.02 CONC. O/MTL. DECK PER STRUCT'L.
3.03 CONC. CURB
3.04 CONC. FOOTING PER STRUCT'L.
3.05 CONC. PAVING PER CIVIL DWGS.
3.06 CONC. SIDEWALK PER CIVIL DWGS.
3.07 CONC. PAD
 - 04 - MASONRY**
4.01 CMU BLDG. WALL
4.02 CMU SITE WALL W/ 2" CMU CAP.
 - 05 - METALS**
5.01 STL. COLUMN PER STRUCT'L. PTD.
5.02 STL. BEAM PER STRUCT'L. PTD.
5.03 HSS POST PER STRUCT'L. PTD.
5.04 HSS BEAM PER STRUCT'L. PTD.
5.05 MEMBRANE STRUCTURE I BEAM.
5.06 MTL. DECK.
5.07 MTL. GUARD RAILING.
5.08 MTL. STUD WALL.
 - 06 - WOOD AND PLASTICS**
6.01 W.P. MEMBRANE PER DETL. & SPECS.
6.02 SINGLE PLY PVC ROOFING PER SPECS.
6.03 R-21 RIGID INSULATION @ WALLS.
6.04 UNDERSLAB MOISTURE VAPOR BARRIER.
6.05 ROOF DRAIN AND OVERFLOW.
 - 07 - THERMAL & MOISTURE PROTECTION**
7.01 W.P. MEMBRANE PER DETL. & SPECS.
7.02 SINGLE PLY PVC ROOFING PER SPECS.
7.03 R-21 RIGID INSULATION @ WALLS.
7.04 UNDERSLAB MOISTURE VAPOR BARRIER.
7.05 ROOF DRAIN AND OVERFLOW.
 - 08 - OPENINGS (SEE DOOR/WINDOW SCHED)**
8.01 STL. DOOR & FRAME, PAINTED.
8.02 CLR. ANODIZED ALUM. STOREFRONT DOOR.
8.03 CLR. ANODIZED ALUM. STOREFRONT WINDOW.
8.04 DOOR HARDWARE SET PER SCHED.
8.05 EXTERIOR WALL LOUVER.
8.06 EXTERIOR WALL VENT WITH CAP.
8.07 ROLLING STL. DOOR & FRAME.
8.08 ICE RINK GATES
8.09 OVERHEAD GLASS DOOR.
8.10 ACCESS PANEL, COLOR TO MATCH ADJACENT MATERIAL.
8.11 ROOF ACCESS HATCH.
 - 09 - FINISHES (SEE FIN. SCHED)**
9.01 5/8" TYPE 'X' GYP. BD., PROVIDE 'WET RATED' AT BATHROOMS, PAINT, CONC. FLR. SEAL PER FIN. SCHED.
9.02 RUBBER FLR. PER SPECS.
9.03 PAINT PER SPECS.
9.04 REVEAL PER DETAILS.
9.05 GRAFFITI COATING, TYP. @ ALL EXTERIOR SOLID WALLS.
9.06 GLAZED FINISH ON CMU.
9.07 CERAMIC TILE.
 - 10 - SPECIALTIES**
10.01 MIRROR PER SPECS.
10.02 SIGNAGE.
10.03 TOILET PAPER ROLL HOLDER PER ACCESSORY SCHED.
10.04 GRAB BAR.
10.05 COAT HOOK.
 - 11 - EQUIPMENT/APPLIANCES (SEE EQMT. SCHED)**
11.01 BICYCLE RACKS FOR SHORT-TERM BIKE PARKING.
11.02 DASHBOARD, NIC
11.03 BENCH, NIC
 - 12 - FURNISHINGS**
12.01 BICYCLE RACKS FOR SHORT-TERM BIKE PARKING.
12.02 DASHBOARD, NIC
12.03 BENCH, NIC
 - 13 - SPECIAL CONSTRUCTION**
13.01 MEMBRANE STRUCTURE.
 - 14 - CONVEYING EQUIPMENT (NOT USED)**
 - 21 - FIRE SUPPRESSION**
21.01 FIRE EXTINGUISHER.
21.02 FIRE SPRINKLER HORIZ. MAIN (SEE DIAGRAM)
21.03 FIRE SPRINKLER VALVE ASSEMBLY
21.04 FIRE DEPT. MAIN CONNECTION @ FRONT OF PROJECT. LAFD SHALL APPROVE FINAL LOCATION.
21.05 FIRE SPRINKLER HEAD.
 - 22 - PLUMBING**
 - 23 - HEATING, VENTILATING, AND AIR-CONDITIONING**
23.01 HVAC UNIT PER MECH.
23.02 AIR REGISTER WALL MOUNTED.
23.03 CEILING AIR REGISTER.
23.04 MAKE UP AIR LOUVER PER MECH. DWGS
 - 25 - ELECTRICAL**
25.01 ELEC. PANEL PER PLANS & SCHED.
25.02 EXTERIOR LIGHT PER SCHED.
25.03 INTERIOR LIGHT PER SCHED.
 - 26 - ELECTRICAL**
26.01 ELEC. PANEL PER PLANS & SCHED.
26.02 EXTERIOR LIGHT PER SCHED.
26.03 INTERIOR LIGHT PER SCHED.
 - 27 - COMMUNICATION**
 - 28 - ELECTRONIC SAFETY AND SECURITY**
28.01 SMOKE ALARM.
28.02 SECURITY CAMERA.
28.03 FIRE ALARM MAIN PANEL.
 - 31 - EARTHWORK**
31.01 APPROVED COMPACT FILL PER GEO & SOIL ENGINEER REPORT.
 - 32 - EXTERIOR IMPROVEMENTS**
32.01 ASPHALT PAVING PER CIVIL DWGS.
32.02 GRAPHICS/PAINT.SEE LAND. DWGS.
32.03 STORMWATER MANAGEMENT PER CIVIL DWGS.
32.04 STL. SECURITY GATE, PTD.
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32.07 BENCH.
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32.10 PLANTING, SEE LANDSCAPE DWGS.
32.11 (N) CONCRETE SIDEWALK, CURB, GUTTER PER CITY OF LA STANDARDS.
32.12 (N) CONC. APRON & DRIVEWAY CURB CUT PER CITY OF LA STANDARDS.
32.13 EQUIPMENT SCREEN.
32.14 CONC. WALL @ SITE FENCE.
 - 33 - UTILITIES**
33.01 WATER METER.
33.02 ELECTRICAL TRANSFORMER W/ BOLLARDS AS REQD.
33.03 ELECTRICAL METER.
33.04 POWER POLE.

ENGINEERING
CITY OF LOS ANGELES

BUREAU OF ENGINEERING

DEPARTMENT OF PUBLIC WORKS

CITY OF LOS ANGELES

ENGINEER: GARY LEE MOORE, P.E., ENV SP
DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:

DATE:
DATE:
DATE:
DATE:

REVISIONS:
NO. BY: DATE:

SHEET TITLE: FLOOR PLAN
PROJECT: RESEDA SKATE FACILITY
ADDRESS: 18210 SHERMAN WAY, RESEDA CA 91335

INDEX NO.
CIP NO.

WORK ORDER NO. E170121B

SHEET NAME: A1.10
SHEET 40 OF 230 SHEETS

THIS PLAN WAS ELECTRONICALLY SIGNED AND STAMPED

Coversheet

Approval of Exercise of Second Option to Extend Due Diligence Contingency Period for Purchase of 7111 Winnetka Avenue

Section: II. Recommended Action Items
Item: C. Approval of Exercise of Second Option to Extend Due Diligence
Contingency Period for Purchase of 7111 Winnetka Avenue
Purpose: Vote
Submitted by:
Related Material:
Updated - II C Exercising of Third Option to Extend Due Diligence Period 7111 Winnetka Avenue.
pdf



Facilities Committee / Board Agenda Item: II C: Recommended Action Item
Date: May 5, 2022
To: Magnolia Public Schools (“**MPS**”) Board of Directors (the “**Board**”) Facilities Committee (“**Committee**”)
From: Alfredo Rubalcava, Chief Executive Officer and Superintendent
Patrick Ontiveros, General Counsel & Director of Facilities
Mustafa Sahin, Project Manager
RE: Approval of Exercise of Third Option to Extend Due Diligence Contingency Period for Purchase of 7111 Winnetka Avenue

I. Proposed Motion/Recommendation(s)

Staff recommends and moves that the Committee approve

(1) the exercise by MPS of its option under that certain purchase and sale agreement signed by MPS dated as of December 15, 2021 for the purchase of the property located at 7111 Winnetka Ave. (the “**Property**”) to extend its contingency/due diligence period for one (1) additional thirty (30) day period from May 23, 2022 to June 22, 2022, and in conjunction therewith,

(2) the release by MPS of Twenty Five Thousand Dollars (\$25,000.00) from the escrow established for the aforementioned transaction as consideration for the exercise of the extension option, and

(3) the execution by the MPS CEO and Superintendent, or his designees, of such documents and instruments as may be necessary to undertake and complete the foregoing actions.

Staff further recommends that the Committee recommend and move that the Board adopt the same.

II. Background

At its December 19, 2021 meeting, the MPS Board approved MPS signing a purchase and sale agreement for the purchase of the Property and making a good faith, refundable, escrow deposit of Two Hundred Thousand Dollars (\$200,000). Portions of the “Background” section of the December 19th report is excerpted below.

*For the 2021-22 school year, Magnolia Science Academy—5 (“**MSA—5**”) is co-located with Magnolia Science Academy—1 (“**MSA-1**”) at the property located at 18220 and 18238 Sherman Way in Reseda. MPS elected to co-locate MSA—5 with MSA—1 when the Los Angeles Unified School District (“**LAUSD**”) made MSA—5 an offer of space at Chatsworth High School in lieu of Reseda*



High School, where it has been located for several years. MSA—5 subleases space from MSA—1. MSA—1 leases such property from MPM Sherman Way LLC, a California limited liability company and wholly owned subsidiary of Magnolia Properties Management, Inc., a California non-profit public benefit corporation and 501(c)(3) tax exempt organization. MSA-1 operates a middle school and high school on the leased premises.... MPS desires to re-locate MSA—5 to its own private campus at the Property which is within close proximity to MSA—5's original location at Reseda High School....

The Property at 7111 Winnetka Ave ... consists of a 21,849 square foot building on land that is approximately 75,794 square feet. The Property is presently leased to multiple tenants and must delivered free of all tenancies by the close of escrow.

MPS's real estate broker, InSite EFS, Inc., negotiated an offer for the purchase of the Property. The Owner has tentatively agreed to sell the Property to MPS or its assignee subject to the signing of a formal purchase and sale agreement, which is the subject of this report and the recommendation stated herein. The terms agreed upon by the parties include the following:

Price	\$9,450,000,000
Free Look/Due Diligence Period	90 Days with option to extend for three 30 day periods for the following consideration: First 30 day Extension = \$15,000 Second 30 day Extension = \$20,000 Third 30 day Extension = \$25,000
Good Faith Deposit	\$200,000, increased to \$350,000 by the end of the Due Diligence Period as such may be extended by Buyer.
Closing Period	30 days. Owner has the option to extend the closing for up to six (6) consecutive 30 day periods for the purpose of removing any tenants.

During the due diligence period, MPS or its assignee, will review the condition of the existing building and land to determine whether there are any hurdles to the development of the property for MSA-5's use and whether it is affordable. In addition, MPS will seek the approval of its authorizer, the Los Angeles County Office of Education, for the proposed transaction. Before the end of the due diligence period, MPS has the option to cancel the transaction and will receive a full refund of its good faith deposit.

To date MPS, has exercised its first and second options to extend the contingency period. At its March 8, 2022 meeting the Board approved the exercise of the first option and the release of \$15,000 from escrow. At its April 7, 2022 meeting the Board approved the exercise of the second option and the release of \$20,000 from escrow.

Escrow for the purchase and sale of the Property was opened on December 22, 2021. Since such time, MPS Staff has been engaged in due diligence activities including commissioning multiple studies: a phase I environmental site assessment, an ALTA and topographic survey, an appraisal, and a zoning/entitlements survey. A soils study and asbestos and lead based paint study are in process. MPS



Staff has worked with Pacific Charter School Development (“**PCSD**”), an architect, and a general contractor to evaluate and price out various design concepts that could be adapted for the Property. MPS Staff has determined that it only will proceed with the project if it will be a new construction project. MPS Staff does not believe that a tenant improvement project would yield the best facilities for MPS and MSA—5.

MPS Staff has advised MSA-5’s charter authorizer, the Los Angeles County Office of Education (“**LACOE**”), of its desire to purchase and develop the Property and is seeking its authorization to do so.

MPS received a term sheet from CLI Capital on April 8, 2022. MPS, with its legal counsel at Musick Peeler & Garrett LLP and its financial adviser John Buck, reviewed and commented on the term sheet. MPS received a revised term sheet on April 28, 2022. MPS Staff is preparing revised projections for review by LACOE and expects to deliver such projections by no later than Friday, May 6th. Accordingly, MPS requires additional time to acquire LACOE’s approval. By exercising its option to extend the due diligence period, MPS will be putting an additional \$25,000 at risk (it already released \$15,000 by exercising its first option and \$20,000 by exercising its second option) and not its entire \$200,000 good faith deposit. In other words, if MPS spends the \$25,000 and decides that it will proceed with the acquisition then the \$25,000 will be applied to the purchase price. In the event that within the extension period MPS determines that it will not proceed with the Project it will be refunded One Hundred Forty Thousand Dollars (\$140,000), that is \$200,000 less \$15,000 (first option exercise), less \$20,000 (second option exercise) and less \$25,000 (third option exercise).

III. Conclusion / Budget Impact

MPS would like to acquire or lease the Property for the benefit of MSA-5 to allow MSA-5 to relocate from the MSA-1 campus to its own private facility. MPS is currently working with its financial advisor to secure financing for the Project. It has received a term sheet from CLI Capital. MPS was working with PCSD to see if they are able to either acquire, develop and lease the Property or provide subordinate debt that will allow a subsidiary of Magnolia Properties Management Inc. to acquire the Property. On April 22, 2022, PCSD informed MPS that it would not be able to provide subordinate financing. CLI Capital subsequently agreed to fill the gap and provide 100% financing.

The budget impact to MSA-5 of the purchase transaction is unknown and depends on a multitude of factors including how much equity (i.e., cash) MSA—5 can invest in the Project, and financing terms. Staff will keep the Facilities Committee and the Board apprised of the status of the Project, including the status of financing and approval from LACOE. It will seek Committee and Board approval prior to the end of the third extended due diligence period in order either to move forward with the transaction and allow its good faith deposit to become non-refundable or to spend additional funds to exercise another option to extend the due diligence period. The budgetary impact of \$25,000 will be incorporated into the MSA 5 operating budget.