

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF DEL MAR
AND THE WINSTON SCHOOL FOR COLLABORATIVE MASTER PLANNING
EFFORT FOR SHORES PARK**

This Memorandum of Understanding (“MOU”) is entered into effective January ____, 2017 (“Effective Date”), between the City of Del Mar (“City”) and THE WINSTON SCHOOL (“School”), (collectively the “Parties”) in furtherance of the proposed Shores Park Master Plan project (the “Park”). By this MOU, the Parties agree to the following points described in this MOU.

RECITALS

A. The City of Del Mar purchased the former Shores Elementary School property from the Del Mar Union School District in 2008, largely by way of financial contributions from the community, including the Winston School community

B. The vision for purchasing the property was for the future development of a park and recreational amenities, as well as a continued long-term lease with the School.

C. Founded in 1988, the Winston School is a California non-profit, public benefit corporation and has been granted 501(c)(3) status by the Internal Revenue Service.

D. The City’s current lease with the School acknowledges some aspects of the Park for which there has been non-exclusive “shared use” with the School, such as the turf open space field area and parking.

E. The City’s current Lease with the School extends through June 30, 2063, and includes terms for the School to submit a complete development application for the proposed redevelopment of the School by December 31, 2019; acquisition of all necessary permits and approvals and commencement of construction of the redevelopment by December 31, 2025; and issuance of a Certificate of Occupancy with respect to structures comprising not less than 40 percent of the redevelopment by December 31, 2027.

F. The City embarked on a master planning effort for Shores Park in 2014, and through extensive community outreach, a preferred list of the recreational amenities desired by the community to include as part of the Park has been developed.

G. It is recognized that there is value to the community, the City, and the School to look holistically at the overall site and to work collaboratively in the master planning effort to determine the best arrangement of the preferred amenities and the School’s need to complete a redevelopment master plan and to explore opportunities for shared use of amenities that may be within the current Park and the School’s lease area boundary

H. The purpose of this MOU is to clarify roles, expectations for what will be learned through the first phase of a collaborative master planning effort, timing, and cost sharing.

NOW, THEREFORE, the Parties agree as follows:

1. The City Council of the City of Del Mar finds that exploring development of the Park jointly with the Winston School would provide a benefit to the public by potentially offering recreational facilities and other community facilities that would not otherwise be available to the residents of Del Mar or to the students of the Winston School.

2. To work together on this next phase of the park master planning effort to explore options for a collaborative redevelopment plan for the entire site that provides the best benefit to the public, which would include placement of the school, or portions thereof, within the Park, as well as opportunities for shared-used amenities and/or facilities, such as parking, the activity building, and/or areas of the Park, such as turf space and a sport court.

3. That the community outreach efforts completed to date as part of the Shores Park Master Planning effort, including the stakeholder interviews, two community workshops, and a registered voter survey, which were used to identify a list of preferred amenities for the Park, remain relevant and provide the basis for exploring the shared-use approach effort.

4. The Winston School will provide specific information to the architect team (Schmidt Design Group under contract with the City and OBR Architecture under contract with the School) on parameters for the School's future master plan needs, such as building square footage, to feed into the collaborative master planning process, including parking needs for the School.

5. The City of Del Mar's landscape architect under contract, Schmidt Design Group, will work with the Winston School's architect, OBR Architecture, at each respective party's expense, to develop three shared-use master plan concept plans (e.g. "bubble diagrams") that show how all of the amenities could be situated on the Park site.

6. The architect team will identify common goals and complete a strengths/weaknesses/opportunities/threats ("SWOT") analysis for different elements to consider in looking at the overall site and the preferred amenities for how they might best fit to serve the needs of the Park, the City, the School, the neighbors, and the greater public good.

7. Winston School has indicated openness to the idea of potentially moving the School to a different location on the site and/or possibly a smaller or differently shaped footprint area for the School. These options will be explored in this next phase.

8. This MOU is not a final commitment by either party for moving forward with the collaborative approach to redeveloping the Park and School, although this MOU indicates each party is committed to, in good faith, exploring options with the goal of a better overall end product for the community and the School.

9. The end-product goal of this phase is three concept diagrams (e.g. bubble diagrams) depicting how the site could be developed from more of a shared-use perspective. After preliminary review with the staff project managers, the Shores Advisory Committee, the Winston School Board, and the Del Mar City Council, the bubble diagrams would then be reviewed with the public through a community workshop and possibly other methods to be determined.

10. Rough order of magnitude construction cost estimates for each of the three concepts will need to be developed. The City will pay for the preparation of the rough order of magnitude construction cost estimates for the Park amenities, shared-use elements, and site work (with the exception of the costs for the School-only portions of the project).

11. At the conclusion of this next phase, if there is interest in moving forward with a collaborative approach to redevelopment of the Park, the cost sharing arrangement for the next steps would be determined at that time. The mechanics for how the shared-use operations would function would also be determined in the future.

12. If after this initial phase there is interest in moving forward with a shared-use master plan design for the Park and construction of shared-use facilities, the City agrees to consider a long-term restructuring of the City's lease with the Winston School in exchange for a commitment by Winston School to participate in a capital fundraising effort for the shared use facilities. The City and the School agree that the details for how the lease would be restructured would be determined at a future point, once there is mutual agreement to move forward with a shared-use master plan.

13. The amount of the capital fundraising commitment for the School would be determined in the future based on the scope of the project. The timing for this commitment would also be determined. However, the City's expectation is to move forward with the project more quickly than the current lease requires the School to proceed with implementation of its master plan.

14. The School will remain financially responsible for development and construction of the School-only facilities.

15. It is the intent of the Parties that the Park be developed as a public project and that all of the amenities constructed on the Park site will have a significant public benefit.

16. All provisions of the existing lease between the City and the School remain in full force and effect.

17. The objective is to complete the exploration process for the shared-use concept, including the community outreach process, by June 30, 2017.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed the Memorandum of Understanding.

FOR THE CITY OF DEL MAR:

Date

Scott W. Huth
City Manager

FOR THE WINSTON SCHOOL

Date

By: _____
Name: _____
Its: _____