

LONG BEACH PUBLIC SCHOOLS
Long Beach, NY

July 26, 2016

Ladies and Gentlemen:

The Long Beach Board of Education is the authorized state agency responsible for setting educational policy in the district. It consists of five trustees, each serving a three-year term. Board members pay school taxes at the regular rate and receive no salary or other financial compensation.

All meetings, except executive sessions, are held before the public. Members of the public may address the Board of Education on any specific agenda item during special time reserved for that purpose prior to Board discussion and action. The public may also address the Board of Education on any matter of concern at a second public session after the Board of Education completes agenda action items. Visitors should not address the Board in public relative to questions or comments regarding specific staff members or specific students. Such concerns should be brought to the attention of appropriate staff or to board members by telephone, in writing, or by scheduling a personal meeting, as appropriate to the circumstances.

Visitors' comments will be limited to three (3) minutes for each agenda item upon which comment is made. Visitors are precluded from speaking on any agenda item more than once during each meeting.

Sincerely,

Your Board of Education

**BOARD OF EDUCATION
LONG BEACH PUBLIC SCHOOLS
LONG BEACH MIDDLE SCHOOL AUDITORIUM
July 26, 2016 – 5:15 PM**

AGENDA

SPECIAL BOARD MEETING

5:15 PM

- I. Pledge of Allegiance/Call to Order/Opening Remarks – Board President
- II. Report of Superintendent of Schools
- III. Board of Education Comments
- IV. Questions and Comments from the Public on Agenda Item
- V. Presentations of the Superintendent:
 1. APPROVAL OF MOA – Memorandum of Agreement

BE IT RESOLVED that the Board of Education of the Long Beach City School District herewith approves the terms of the Memorandum of Agreement between the Long Beach City School District and Long Beach Wayfarer LLC in the form attached hereto;

BE IT FURTHER RESOLVED that the Board of Education herewith authorizes the Board President to execute all necessary documents to effectuate said Memorandum of Agreement on behalf of the Board of Education;

BE IT FURTHER RESOLVED that the Board of Education herewith authorizes the President of the Board of Education and/or the Superintendent of Schools to submit a letter to the Nassau County IDA in connection with the Long Beach Wayfarer Project on behalf of the School District.

- VI. Board of Education – Additional New/Old Business if any
- VII. Questions and Comments from the Public
- VIII. Announcements:
 1. Long Beach Classroom Teachers' Association
 2. Administrative, Supervisory and PPS Group
 3. LBSEA -Long Beach Schools Employees' Association – Group C
 4. Parent/Teacher Association
- IX. Adjournment

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement with an effective date of July __, 2016 (the "Agreement ") is hereby entered into by and between the Board of Education of the Long Beach City School District, an educational institution organized and existing under the laws of the State of New York, with its offices located at 239 Lido Boulevard, Lido Beach, New York 11561 (the "District") and Long Beach Wayfarer LLC, a limited liability company with offices for the transaction of business located at 1114 Avenue of the Americas, 39th Floor, New York, New York 10036 ("Wayfarer"). The District and Wayfarer are sometimes collectively referred to herein as "Parties" and individually as a "Party."

RECITALS

WHEREAS, Wayfarer is the owner of a 6.04 acre parcel of real property otherwise known as the Superblock Property in the City of Long Beach (Section 59; Block 116; Lot 38) (the "Property");

WHEREAS, in connection with an application by Wayfarer to the Nassau County Industrial Development Agency ("NCIDA") seeking financial assistance to undertake a project, including the construction of a 522 unit multi-family residence with approximately 11,500 square feet of retail space (the "Project") within the jurisdiction of the District, Wayfarer is seeking to enter into a certain payment-in-lieu-of-taxes Agreement with the NCIDA for a twenty (20) year period commencing with the 2017-2018 school year (the "PILOT Agreement");

WHEREAS, in connection with the construction of said Project, Wayfarer has offered to provide the District with certain assistance and funding for the District's educational programs and initiatives for the purpose of enhancing said educational programs and initiatives and providing experiences for students of the District, as well as educational and pre-apprenticeship opportunities for both students and graduates of the District as set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the District and Wayfarer hereby agree as follows:

1. Incorporation of Whereas Clauses. The above-referenced "Whereas" clauses are incorporated herein by reference.

2. The agreements set forth herein will be further documented into a more formal written agreement or agreements between the Parties; however, the agreements set forth herein shall be binding on the Parties, their heirs, successors and assigns upon the execution and delivery of this Agreement.

3. In addition to the payments required to be made for the benefit of the District under the PILOT Agreement with the NCIDA as set forth in Exhibit 1 attached hereto and made a part hereof, and contingent upon closing the PILOT Agreement transaction with the NCIDA, Wayfarer shall collaborate with the District and provide the following assistance to the District for its educational programs and initiatives:

- a. Establishment and Assistance in an Internship Program. In accordance with the District's Work-Based Learning policies and initiatives, Wayfarer shall cause its building management agent to operate a twelve-week real estate internship program for eight (8) High School students per year, commencing in the first school year following completion of construction of the Project and continuing for the duration of the term of the 20-year PILOT Agreement (the "Internship Program"). To defray certain District costs in supervising the Internship Program, Wayfarer shall pay the District the sum of Thirty-Five Thousand & 00/100 Dollars (\$35,000.00) on July 1st of each year.

- b. Assistance in Adult Education. Upon completion of construction of the Project and continuing for so long as the premises exists, Wayfarer shall provide 8,000 square feet of space at the Project at no cost to the District and for use by the District for educational purposes, including but not limited to the operation of the District's Adult Learning Center for adult education programs administered by the District (the "Education Premises"). It is understood and agreed that 2-3,000 square feet of the Education Premises shall be located on the boardwalk of the Property. Said Education Premises shall be fully functional, equipped with water, lighting, plumbing, lavatories, electric, heat and air conditioning and constructed in accordance with all applicable laws, codes, regulations, including any requirements of the New York State Education Department. Wayfarer agrees to cooperate and coordinate with the District during the construction period of the Education Premises to achieve compliance with said requirements. Wayfarer shall maintain the utility systems, and be responsible for the structural integrity of the Education Premises.

The District will also have the use of twenty (20) parking spaces reasonably contiguous to the Educational Premises for the use by staff members, students and participants in District-operated programs at the Project site. The District shall be responsible for the operation of its educational programs at the Project site in accordance with all applicable laws, rules and regulations governing its educational programs.

Prior to the completion of the Project, Wayfarer shall pay the District Fifty Thousand & 00/100 Dollars (\$50,000.00) per year to defray a portion of the District expenses associated with its Adult Learning Center, which payment shall cease upon the delivery of the Education Premises to the District.

- c. Establishment of a Pre-Apprenticeship Program. During the period of construction of the Project, Wayfarer shall cause its general contractor to establish a pre-apprenticeship program for ten (10) eligible students per year over the age of eighteen years and adults located within the District to train in construction techniques and skills such that the participants may have the opportunity to qualify for apprenticeship programs in the constructions trades.

4. Letter to NCIDA. The District agrees to provide a letter addressed to the NCIDA concerning the Project and Wayfarer's pending application before the NCIDA for economic incentives. Said letter will cite Wayfarer's willingness to cooperate with the District in advancing its educational goals.

5. Wayfarer further represents and warrants that it will enter into a formal written agreement with the District by no later than August 31, 2016. Any failure to execute a formal written agreement shall in no way affect or diminish Wayfarer's obligations as set forth herein.

6. RECORDING. This Agreement and any subsequent Agreement shall be recorded by Wayfarer with the Nassau County Clerk's Office. A copy of said recording shall be provided to the District within ten (10) days of said recording. It is understood and agreed that this Agreement and the obligations contained herein shall run with the land and shall be binding upon Wayfarer's heirs, successors and assigns.

7. ENFORCEMENT. This Agreement shall be enforceable by the District, in any action or proceeding in law or in equity for injunctive relief, damages or any other relief against the present or future owners of the Property and their heirs, successors and assigns in perpetuity. In the event enforcement proceedings are brought by the District and the District is successful in prosecuting same, the District shall be reimbursed for all reasonable costs and expenses, including attorney's fees, incurred in connection therewith.

8. WAIVER OR MODIFICATION. None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by both parties. There are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement, which represent the entire understanding of the parties. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed a waiver or a modification thereof and either party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all of such rights.

9. BINDING PROVISIONS/NO THIRD PARTY RIGHTS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to the successors and assigns of the parties and no third-party rights shall be created hereunder.

10. REPRESENTATIONS AND WARRANTIES. Wayfarer represents and warrants: 1) that Wayfarer has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the covenants and performance of the services to be provided in this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that Wayfarer has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

11. GOVERNING LAW. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the Parties hereto consents to the jurisdiction of any state court located within the County of

Nassau, State of New York, or federal court in Federal District Court for the Eastern District for New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

12. AUTHORIZATION TO ENTER AGREEMENT. The undersigned representative of Wayfarer hereby represents and warrants that the undersigned is an officer, director, or agent of Wayfarer with full legal rights, power and authority to enter into this Agreement on behalf of Wayfarer and bind Wayfarer with respect to the obligations enforceable against Wayfarer in accordance with the terms of this Agreement.

13. COUNTERPARTS/ELECTRONIC SIGNATURES. This Agreement may be executed in several counterparts and all such executed counterparts shall constitute a single agreement, binding on all of the parties hereto, their successors and assigns, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart. Further, a copy of an electronic or facsimile signature shall have the same force and effect as if it were an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the respective parties as of this ____ day of July, 2016.

**Board of Education of the
Long Beach City School District**

Long Beach Wayfarer LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date: