

State of California
County of Los Angeles

I, the undersigned, do hereby swear, certify, and affirm that:

I am over the age of 18 and am a resident of the State of California. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto.

1. I watched a video-taped Informational Meeting from May 25, 2016, regarding a \$59 million dollar facilities bond Measure S that was sponsored by the Hermosa Beach City School District on the June 7, 2016 ballot.

http://hermosabeach.granicus.com/MediaPlayer.php?view_id=6&clip_id=4167

2. In the meeting HBCSD Superintendent Patricia Escalante repeatedly gave false information regarding North School in Hermosa Beach, CA.
 - a. Superintendent Escalante incorrectly states that North School campus is not ADA accessible. (01:04:37 time mark on video) (Please see photos showing the ADA accessibility of North School.)
 - b. Superintendent Escalante incorrectly states that North School campus is unsafe for use by public school students. (01:05:30 mark) (North School conforms to CA Department of Education Code #17280.5 (e) which states that any school that is built to Field Act standards is deemed safe for public school students. According to CDE code North School is Grandfathered-in for use for public school students. The Office of Public School Construction sent a letter to HBCSD Superintendent Pat Escalante dated March 26, 2014 in which it states that North School is eligible to be used as a school.)
 - c. Superintendent Escalante incorrectly states that North School campus was not set up as a functioning school. (01:05:21 mark)
 - d. Superintendent Escalante incorrectly states that there is no kitchen or cafeteria at North School.
 - e. Superintendent Escalante incorrectly states that HBCSD has put in \$15,000/year to maintain the North School campus. (01:05:21 mark)

- f. Superintendent Escalante incorrectly states that North School's building have been structurally modified which would trigger a Department of State Architects inspection of the buildings. (01:04:50 time mark)
 - g. Superintendent Escalante incorrectly states that it would only take 43 additional students for operating costs to become "cost neutral" in order for HBCSD to afford the operating expenses to open a third district school at North School.
 - h. Superintendent Escalante incorrectly states that the renowned architect Samuel Lunden was not responsible for reconstructing the main four-room school building at North School in 1934. (Superintendent Escalante was trying to minimize the contributions of the renowned architect in order to bolster the district's desire to completely demolish and reconstruct North School.)
3. HBCSD did not give equal time to the opponents of Measure S either during or after the Informational meeting held at the Hermosa Beach City Council chambers.
4. HBCSD imbedded the videotape of the May 25, 2016 Measure S Informational Meeting with the incorrect information on the HBCSD website under information about the \$59 Million Dollar Bond, Measure S.
5. I also watched a video-taped Joint HB City and HBCSD meeting presented May 31, 2016.
http://hermosabeach.granicus.com/MediaPlayer.php?view_id=6&clip_id=4169
6. The joint meeting was sponsored by the Hermosa Beach City School District and advertised to the public for the purpose of "Clearing up misunderstandings and questions about Pier Avenue School".
7. Superintendent Pat Escalante, brought in an attorney from Atkinson, Andelson, Loya, Ruud and Romo, Mr. Terry Tao, to make a presentation to the City Council members and the public regarding the availability of the Pier Avenue School in Hermosa Beach, CA for use by HBCSD students. HBCSD wished to discredit the use of Pier Avenue School for District students in order to bolster their case for the community to pass Measure S to completely demolish and rebuild North School.
8. At the 02:01:46 mark Mr. Terry Tao states that Superintendent Pat Escalante called him up and asked him to help dispel "misunderstandings" regarding Pier Avenue School. In addition, the billing invoice from AALRR to HBCSD for the month of May 2016 shows that the **District**

personnel had six hours of meetings with Mr. Terry Tao to review issues with Pier Avenue School prior to his presentation at the May 31, 2016 Joint City/District meeting.

9. Terry Tao, Senior Partner of AALRR charged HBCSD \$10,901.25 to prepare and give an approximately one-hour presentation at the May 31, 2016 Joint Meeting.
10. HBCSD identified Mr. Terry Tao as a “Seismic Expert” in the agenda and in the minutes for the meeting although Mr. Tao does not hold an Engineering degree.
11. I believe that the reason Superintendent Escalante hired an attorney to present the information instead of presenting it herself was to add legitimacy to incorrect statements made concerning the use by HBCSD of North School and Pier Avenue School.
12. I believe that the reason Superintendent Escalante choose the forum for the meeting to be a Joint City and District meeting was to also lend more legitimacy to the meeting by having the City Council members in attendance.
13. The opponents to the district’s facilities bond Measure S were not allowed equal time to give the opposing argument to the bond in the Joint meeting.
14. The public was not allowed to ask questions of the speaker during the meeting.
15. The HB City Chamber Offices in which the Joint meeting was held were not available for use by the Measure S Opposition.
16. Mr. Tao repeatedly makes incorrect and misleading statement regarding the:
 - a. Cost of historical renovations (02:00:55 & 02:34:00 marks) (To bolster’s the district argument that North School should be demolished and rebuilt).
 - b. Earthquake safety of Pier Avenue School and North School.
 - i. Mr. Tao ignores the fact that both schools were built to Field Act earthquake safe specifications in 1934 and 1935 and implies that both schools are unsafe.
 - ii. Mr. Tao repeatedly ignores the fact that both Pier Avenue School and North School were deemed safe and eligible for use by the Office of Public School Construction and a Title 5 California Code Regulation assessment.
 - iii. Mr. Tao mischaracterizes the purpose of Assembly Bill AB300 to list and assess the number California public schools that may have structures in need of earthquake retrofit. (By mischaracterizing AB300, Mr. Tao attempts to imply that North School and Pier Avenue School are unsafe structures for school children as is.)

- iv. Mr. Tao incorrectly identified the structural classification of Pier Avenue School as one that is unsafe. (02:19:00 mark) (Mr. Tao attempts to discourage the use of Pier Avenue School by HBCSD students in order to bolster the district case to demolish and rebuild North School.)
- v. Mr. Tao incorrectly associates the damage done to the Olive View Hospital and to the freeway bridges in the 1972 and 1994 earthquakes to the structural integrity of Pier Avenue School and North School. (02:18:24 through 02:23:00)
- c. That the Memorandum of Understanding (MOU), Exhibit B to HBCSD Resolution of Intention to Sell and Authorize the Sale of Real Property to The City of Hermosa Beach and Prescribing the Terms Thereof – Exhibit G, included in the HBCSD and City of Hermosa Beach Agreement for the Sale and Purchase of Pier Avenue School is not binding (02:08:47 through 02:10:28).
 - i. The MOU as an Exhibit to the Resolution named above (See attached stamped and recorded Exhibit B, Article 4) specifies the district use of classrooms, office space and storage space at Pier Avenue School when District enrollment exceeds 1,266 students. The Resolution specifies *“That, the terms and conditions of the sale of the Pier Avenue School by the District to the City are more particularly set forth in a Memorandum of Understanding marked as Exhibit “B” as amended hereto are approved.”* (Mr. Tao attempts to bolster’s the district’s desire to completely demolish and rebuild North School for \$34 million dollars by stating that the Sale and Purchase Agreement for Pier Avenue School does not provide for HBCSD students use of classrooms.)
 - ii. Mr. Tao incorrectly states that the HBCSD sold Pier Avenue School at below market rate because of the provisions of the Quimby Act (02:06:33 – 02:09:38). The Quimby Act is California Government Code 66477 and had nothing to do with the Purchase and Sale Agreement. Nor does the Naylor Act apply here since the Naylor Act was enacted after the sale of Pier Avenue School to the City in February 1987. HBCSD specifically stated in the Purchase and Sale Agreement for Pier Avenue School that the reason that the district was to have future use of classrooms, office space, etc. when District enrollment exceeded 1,266 students (Exhibit ‘B’ Article 4) and to the gymnasium, auditorium etc. (Exhibit

'K') was because HBCSD was selling the campus for less than fair market value to the city.

iii. Mr. Tao incorrectly states that the City did not agree to the provisions of the Memorandum of Understanding (02:09:38 – 02:10:31). The MOU is accepted by HB City Council members in the minutes to the June 14, 1977 City Council meeting. After which were held eight workshop meetings from October 1977 to January 1978 in which the City and the District hashed out the final terms of the agreement. The MOU was left as is as Exhibit 'B' and became binding when the city executed Article 3 the Escrow instruction for the purchase of Pier Avenue School.

iv. Mr. Tao incorrectly states that the Memorandum of Understanding got reduced into the Sales Agreement and the Sales Agreement is the final document with regard to the sale (02:50:54). In multiple areas of the main Sale and Purchase Agreement and according to letters from the City and District Attorney's (Exhibits 'I' and 'J') at the time of sale ALL Exhibits were to be integral and binding parts of the Agreement. The MOU is a part of Exhibit 'G' which is binding.

d. Mr. Tao incorrectly states that there was a **remodel** of North School in 1934. (02:28:10 mark) According to Department of State Architect documents North School was **reconstructed** in 1934. (Mr. Tao is trying to minimize the contributions of renowned architect Samuel Lunden to North School main building.)

e. Mr. Tao incorrectly states that Samuel Lunden did not actually design the North School main building because he only submitted 6 pages of blueprints in 1934. (02:29:00) (Mr. Tao attempts to discredit the contributions of renowned architect Samuel Lunden in order to bolster the district's case to pass a \$59 million bond that would completely demolish and rebuilt North School.)

17. HBCSD imbedded the videotape of the May 31, 2016, Joint District and City Meeting with the incorrect information on the HBCSD website under information about the \$59 Million Dollar Bond, Measure S.

18. HBCSD Pat Escalante hired third-party vendor Daly & Associates using public money to write a Historical Assessment of North School. The resulting report was released on May 16, 2016, and embedded in the HBCSD website under Measure S information.
 - a. Daly & Associates Historical Assessment of North School contained five significant errors regarding the contributions of renowned architect Samuel Lunden to North School. (Pam Daly of Daly & Associates purposely wrote an incorrect historical assessment of North School in order to bolster's HBCSD desire to completely demolish and rebuild the campus for \$34 million.)
19. HBCSD hired demographic Consultants, Decision Insite, purposely provided false enrollment projections 11 months (May 2015) before the Measure S vote on June 7, 2016, so that HBCSD could make the case to pass a \$59M bond to the public. The district's resolution calling for an election repeatedly uses the specter of rising enrollment as it's reason for asking for a \$59M bond.
 - a. On Decision Insite's report of rising enrollment were written the words "Conservative Estimate", alluding to the possibility of a larger increase in enrollment than what was stated in the report.
 - b. One year before their May 2015 prediction of rapidly rising enrollment, Decision's Insite's March 2014 demographic report predicted flat enrollment over the next ten years.
 - c. Starting from about 2010, the California Department of Finance was predicting lower K-12 enrollment and birthrates through 2060 on their website for Los Angeles County, Ventura County, Orange County and San Diego County, etc.
20. Five months AFTER Measure S passed, Decision Insite retracted their projection of rising enrollment and instead changed their prediction to substantially fewer students in future years than their pre-election enrollment reports indicated.

I declare under penalty of perjury, under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 2017 in Hermosa Beach,
California.

Name: Miyo Prassas

Signature: _____