

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF CARSON  
AND  
COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION  
FOR  
CAROL KIMMELMAN ATHLETIC AND ACADEMIC CAMPUS**

This Memorandum of Agreement (the “Agreement”) is made and entered into as of July \_\_\_, 2019, between the City of Carson (“City”) and the County of Los Angeles Department of Parks and Recreation (“County”) regarding the design, construction and operation of the Carol Kimmelman Athletic and Academic Campus (the “Development” or “CKAAC”). The County and the City shall also sometimes be referred to herein as the “Parties”.

**WITNESSETH**

**WHEREAS**, the County is the owner of the property located on 340 East Martin Luther King Jr. Street (“MLK”), City of Carson known as the Victoria Golf Course, consisting of approximately one hundred eighty seven (187) acres (the “Site”); and

**WHEREAS**, the Site is located within the City of Carson, and the City is committed to providing its residents with recreational opportunities and services; and

**WHEREAS**, the Site is in the process of undergoing a comprehensive redevelopment, whereby the Carol Kimmelman Athletic and Academic Campus, Inc., a non-profit entity, (the “Foundation”) will be developing approximately eighty (80) acres of the Site (“Kimmelman Project Site”), which will include a tennis center, sports fields, and a youth-focused learning center. The tennis center, which will be operated by the United States Tennis Association Foundation or a related entity, will include, at full build-out, 62 tennis courts, as well as a tennis exhibition court, player development building, tournament building, and administration building. The sport fields component will be operated by LA Galaxy Foundation or a related entity, and include, at full-build out, up to eight soccer fields, two multi-use fields, and associated maintenance, storage, and restroom facilities. The up to 25,000 square feet youth-focused learning center, which also includes 2 basketball courts, will be operated by the Tiger Woods Foundation (collectively, the “Development”); and

**WHEREAS**, the City supports the Development in concept and is committed to joining the County and the Foundation in making this Development a reality but has raised concerns regarding its assertion of a lack of certain critical analysis in the Draft Environmental Impact Report released on May 15, 2019 (“DEIR”), and the City has enumerated its concerns in its comment letters to the Initial Study and DEIR for the Development, dated August 31, 2018 and June 26, 2019; and

**WHEREAS**, the City, has further continually asserted its right to be the proper permitting and approval authority over the Development, given the fact that the Development site is located in the City and that the City asserts that the Development will have direct impacts on the City’s public infrastructure, public services, and residents, and that the City asserts that it

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is in the best position to understand the full scope and scale of the environmental impacts posed by the Development; and

**WHEREAS**, the County disagrees with the City's assertions, including regarding the DEIR, the alleged effects on City infrastructure and services and that the City is the proper permitting and approval authority over the Development; and

**WHEREAS**, because the Parties have the common goal of success for the Development and mitigation of impacts of the Development on the surrounding community (including public safety and sustainable infrastructure), the Parties have engaged in discussions and although the County disputes the City's assertions, the Parties have reached agreement on the terms and conditions contained within this Agreement to address the City's concerns; and

**WHEREAS**, the City agrees to support the Development and not challenge the Development and the Final Environmental Impact Report; and

**WHEREAS**, the City reserves the right to enforce violations of the Agreement and violations of applicable law and City's code provisions and regulations except as expressly set forth herein; and

**WHEREAS**, nothing in this agreement limits or waives the City's legal arguments and/or right to comment on and challenge the Draft and Final Environmental Reports for the Creek at Dominguez Hills Project (State Clearinghouse # 2018081078); and

**WHEREAS**, the terms and conditions set forth in this Agreement shall be included in the Ground Lease to be entered into between the County and the Foundation (the "Lease Agreement" or "Ground Lease"), and the County shall perform its obligations pursuant to this Agreement regardless of the Foundation's performance under the Ground Lease; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties hereby agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to set out the terms and conditions under which the City and County agree to cooperatively work together to address the Development matters for the mutual benefit of the County and City. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that the County shall be fully responsible and liable to the City for performance of all of its own obligations under this Agreement and the monetary obligations of the Foundation enumerated in this Agreement. Further, the County agrees to include in the Ground Lease the non-monetary obligations of the Foundation enumerated in this Agreement and use its best efforts to enforce such provisions of the Ground Lease.

**II. DEVELOPMENT**

The Development will include and provide the following:

**A. Recreational and Community Programming**

1. State-of-the-Art Recreational Facilities that prioritize public access, including:

(a) Access for City and County for special events and tournaments for up to 18 days per year, with City having an allocation of 9 of such days. The reservation of such days for City and County events shall not conflict with CKAAC scheduled events; City and County will provide not less than 90 days prior notice for requested use of CKAAC facilities for events; not more than 6 days of the City’s or County’s respective 9 day annual allocation may be used on Friday, Saturday and Sunday; not more than 6 days of the 18 day allocation may be used in any quarter period in a year; City and County shall be responsible for costs (including damage to facilities (normal wear and tear excepted)) associated with such events but shall not be charged any fee for use of the CKAAC facilities.

(b) Designated availability for free and low cost public access to tennis courts, soccer fields, multi-purpose fields, sprint track and training turf.

(c) Health and Fitness Programming for all ages.

(d) Health and Fitness Programs with local schools.

(e) High quality tennis training for all skills levels and ages.

(f) Net generation free tennis equipment/curriculum to local schools.

(g) Free parking on the Kimmelman Project Site, except for “major events” as defined in the Lease Agreement, which parking fees will be used to control traffic, crowd control, etc.

(h) Outdoor space for community events provided that such community events do not conflict with scheduled CKAAC events.

(i) Recruitment from the surrounding community for enrollment in programs provided by the 25,000 square foot Tiger Woods Foundation learning center (which may include, for example, theater, collaborative learning space, classrooms, student lounge, video production/animation room, workshop rooms, conference room and ancillary spaces), which will include after school programs, field trips to the learning center, college access programming, educator professional development, and basketball courts.

(j) The County will request that the Foundation provide a percentage discount to City residents for all fee-based programs. The amount of the percentage discount to be determined at a later time but prior to the completion of the Development.

**B. Branding and Wayfinding Programs**

1. The County shall ensure that the Foundation works collaboratively with the City and County to develop and implement a branding program along MLK, focused on civil

rights leaders, and along Avalon Boulevard (“Avalon Blvd”), focused on exemplary athletes, which shall highlight the City as a “partner” for the Development. The Foundation shall contribute \$100,000 to fund the finalized improvements and programs, which may include street banners, utility wraps, and civic art. The focus of the program will be around the perimeter of the Kimmelman Project Site, however, within reason, it may include off-site wayfinding approaches.

2. The City will also be acknowledged on all construction signage, along with the County.

**C. Infrastructure Investments/Improvements**

In addition to the improvements to traffic circulation required by the Final Environmental Impact Report for the Development (“EIR”), the County shall complete or cause to complete the following road improvements at the sole cost and expense of the County:

1. Reconstruction of MLK from Avalon Blvd to Main Street (“Main St”) with funds made available through the Second Supervisorial District (the County estimates the improvements to be \$4.5M) as follows:

(a) “Base Road Reconstruction” of MLK shall include all plans, studies, permitting, mitigation, monitoring and construction work for the reconstruction and repavement of MLK from Avalon Blvd to Main St and the installation of a sidewalk on both sides of the street where not present currently or as City reasonably deems not in good condition, together with curbs and gutters (collectively, the “Base Road Reconstruction” or “Base Road Reconstruction Improvements”). Existing improvements to the extent recommended by a geotechnical study approved by the City may be preserved and repaired if reasonably necessary.

(b) In addition to the Base Road Reconstruction set forth in Section II.C.1.a above, the City seeks the following additional improvements in connection with the reconstruction of MLK:

- (1) Incorporation of bike lanes consistent with City bike plan
- (2) Removal of unnecessary utility lines (subject to utilities approval)
- (3) Installation of streetlights on both sides of the street

(c) Existing improvements to the extent recommended by the geotechnical study approved by the City may be preserved and repaired if reasonably necessary, and the Parties and the Foundation shall endeavor to reduce the construction costs for the Base Road Reconstruction Improvements as much as reasonably possible to construct the improvements enumerated in Section II.c.1.b of this Agreement.

(d) In the event that the Base Road Reconstruction exceeds \$4.5M, the County shall solely fund all additional costs to complete the Base Road Reconstruction regardless of the costs.

(e) Should the costs of the Base Road Reconstruction be below the County's estimated \$4.5M, then the City can request additional road or sidewalk related improvements on MLK or Avalon Blvd (including the improvements enumerated in section II.C.1.b. of this Agreement or improvements to the landscaping or the wall on the east side of Avalon Blvd) but limited to the \$4.5M cap.

(f) Notwithstanding anything to the contrary under this Agreement, the County and Foundation shall each provide funding in the amount of \$250,000 (i.e., \$500,000 collectively) for the installation of streetlights on both sides of MLK subject to approval of the City's public works department.

(g) The City shall have the right to prioritize areas of additional road related improvements to ensure that the most critical infrastructure investments are made, as determined by the City. In addition, the City shall have the right to review, require changes to, and reasonably approve, all improvement plans for MLK prior to commencement of the Base Road Reconstruction Improvements, including a geotechnical study with recommendations for the reconstruction and re-pavement of MLK. City shall have inspection rights over all improvements to ensure conformance with the City's generally applicable street plans/standards.

2. Improvements to Avalon Blvd adjacent to the Kimmelman Project Site shall include:

(a) Bike lane improvements consistent with the City's Master Plan of Bikeways, including a buffer between the bike lane and roadway, provided that they are limited to painting and do not require road construction/reconstruction.

(b) Gutter and sidewalk repairs (including repairs to all trees causing lifting of sidewalks being replaced along the boundary of the Kimmelman Project Site) at a cost not to exceed \$42,000 (consistent with the City's estimate), which improvements shall be made in the manner prioritized by the City.

(c) The Foundation will not be required to install underground high voltage power lines on Avalon Blvd.

(d) The Foundation shall contribute \$160,000 to the City to assist the City in upgrading 16 light poles on the portion of Avalon Blvd adjacent to the Kimmelman Project Site.

(e) The Foundation will install landscaping on the west side of Avalon Blvd along the entirety of the Kimmelman Project Site. The County and the Foundation will meet and consult with the City regarding the proposed landscaping plan prior to installation. Landscaping plans on the west side of Avalon which are in the City's right of way are subject to approval by the City prior to implementation.

(f) The County and the Foundation understand that the City is studying landscaping and beautification options along the east side of Avalon Blvd. The County and the Foundation will meet with the City prior to the commencement of construction of the Development and will work in good faith with the City to collaborate on opportunities and to

possibly contribute towards reasonable plans on beautification of the exterior fencing on the east side of Avalon Blvd which could possibly then be implemented during construction of the Development.

3. Development of a private access road from MLK within the Development, which would include a bike lane, and which will be maintained by Developer at no cost to City or County.

4. The County shall cause the Foundation to prepare improvement plans for all work to be performed in the Avalon Blvd public right of way consistent with the City's generally applicable street standards and all applicable State and Federal requirements for such improvements. The plans shall be submitted to the City, reviewed, and approved by the City consistent with its general street improvement standards prior to start of construction of improvements in the public right of way. City shall inspect all improvements within the Avalon Blvd right of way to ensure they are built per the City's general street plans and standards prior to accepting the improvements. The City will commit to review and process all permits in a timely fashion. The City also understands and commits to in good faith and in reasonable time frames to review and approve matters on which the City has the right to prioritize under this Agreement.

5. The County shall use commercially reasonable efforts to substantially complete the Base Road Reconstruction prior to the opening of the Development, but regardless, MLK shall be capable of being used for transportation purposes at the time of the opening of the Development to the public. The City will commit to review and process all permits, plans, inspections and approvals in a timely fashion. The City also understands and commits to in good faith and in reasonable time frames to review and approve matters on which the City has the right to prioritize per Section II.C.1 above.

#### **D. Municipal Services**

1. **Fire Services:** The County, City and the Foundation understand and acknowledge that the Fire Department has worked with the City to propose a \$0.87 cent per square foot "mitigation fee" per square foot of building area that would apply to construction of new building structures throughout the service area. While the County maintains that this is not a legal requirement for the Development, the Foundation will contribute the commensurate amount of funding based upon the actual square footage of the occupiable building structure constructed within the Development.

2. **Sheriff/Public Safety:** The Sheriff/Public Safety plan shall be as follows:

a. During construction, the Foundation shall institute commercially reasonable security measures to provide for the safety and security of the Development area. Following the opening of the Development for public patronage, the Foundation shall provide (either directly or through contracting with a reputable third-party security company) commercially reasonable security for the Development in a manner comparable to such security services as are provided for comparable facilities in Los Angeles County. The Foundation shall prepare and present to the County a security operation plan and an evacuation plan for the

Development, which shall take into consideration any potential “spill over impacts from the Development” into the City (“Security Plan”). The Foundation shall meet with the Los Angeles County Sheriff’s Department, including the Captain for the City (LASD), the Los Angeles County Fire Department (Fire Department), and City representatives to obtain input on the draft Security Plan. Ninety (90) days prior to the opening of the Development for public patronage, the Foundation shall submit to County the Security Plan, which shall be subject to review and reasonable approval by the LASD (including input from the Sheriff’s Captain for the City), and the Fire Department, respectively. Ninety (90) days prior to the opening of the Development for public patronage, the Foundation shall also provide to the City a copy of the Security Plan.

All reasonable changes, amendments or recommendations to the Security Plan that are requested or required by LASD (including the Captain for the City) and the Fire Department shall be implemented by the Foundation prior to the opening of the Development for public patronage. The Foundation shall, in good faith also consider any recommendations by the City to the Security Plan. The final Security Plan shall address any potential “spill-over impacts from the Development” into the City.

c. For Special Events (as defined in the Ground Lease) requiring additional coverage from LASD for security, traffic control, or additional coverage from the Fire Department for emergency response as set forth in the Security Plan, the Foundation shall notify the LASD (including the Captain for the City) and the Fire Department thirty (30) days prior to the commencement of each Special Event. If additional law enforcement officers or Fire Department personnel are required by LASD or the Fire Department pursuant to the Security Plan, the Foundation shall reimburse the LASD and the Fire Department within thirty (30) days following receipt of request for payment for services. The Foundation shall pay the cost for extraordinary services incurred due to any major disorders requiring support from LASD and the Fire Department.

d. The County, the Foundation, the LASD (including the Captain for the City), the Fire Department and City representatives shall meet annually to discuss the Security Plan. Based on these meetings, if there is a necessity to revise the Security Plan, the Foundation shall prepare a revised Security Plan, which shall be subject to reasonable approval by the LASD, including the Captain for the City, and the Fire Department. Further, if the Foundation or the County propose any material changes to the Security Plan after its adoption, the LASD, including the Captain for the City, the Fire Department, and City representatives shall be immediately notified by the Foundation and the County. The Foundation and the County shall discuss in good faith with the City representatives any new terms to the Security Plan and consider the City’s comments. Any proposed amendments after adoption of the Security Plan shall continue addressing any potential “spill-over impacts from the Development” into the City, which shall be subject to review and reasonable approval of LASD (including the Captain for the City) and the Fire Department.

3. All maintenance for the Development will be the Foundation’s responsibility, which the County shall ensure is performed in accordance with the Lease Agreement. The County shall pay annually the sum of \$80,000 (with reasonable increases based on CPI) to the City commencing with the start of operations of the Development to cover parking and traffic enforcement, street maintenance, street sweeping, landscape maintenance, code

enforcement, maintenance of sidewalks, traffic signals, and other public facilities that serve the Kimmelman Project Site. The County will separately, through the Ground Lease, pass through all associated costs for this payment from the Foundation, and the Foundation, through the Ground Lease, will agree to reimburse the County for this payment from the Foundation. The County shall be liable to the City for the performance of this provision regardless of the Foundation's performance under the Ground Lease.

**E. City Contributions**

1. The City acknowledges the non-profit nature of the Development and the wide range of benefits that the Development brings to the City, including creation of world-class recreational amenities that will be available to the surrounding community. City further acknowledges the commitment of the County and the Developer to partner with the City to brand the Development and surrounding roadways creating a unique character that does not currently exist. Accordingly, in an effort to positively contribute toward the Development and making it more financially feasible, the City hereby agrees to waive any right to seek any type of development or impact fees for this Development.

**F. Development Permitting**

1. The Development shall be permitted directly by the County (except with respect to improvements within the City's public right-of-way, which shall be subject to the City's municipal code requirements). The County will only require reimbursement by the Foundation for actual permitting costs, and the County will absorb other related costs. City waives any rights the City may have, if any, to act as the permitting or lead agency for the Development.

2. The County will work with the City to provide that the City can advertise the Development as part of the City's economic development growth.

3. The Development will be authorized under Government Code Sections 25907 and 26227 that allow for leasing County real property to a non-profit entity for recreational and athletic, purposes. Any change to the use of the Kimmelman Project Site or the corporate structure of the Foundation as required in the Ground Lease shall require Board of Supervisors' prior approval. Pursuant to the terms of the Ground Lease, the Development shall not be a profit-generating enterprise, and all revenue generated at the Development must be utilized to cover the operations and maintenance of the Development. The County understands that the Agreement does not alter any obligations the County may have under the California Environmental Quality Act (CEQA) with respect to future changes in use beyond the Development that may require future discretionary actions and additional environmental review pursuant to CEQA.

**III. CITY APPROVAL**

In consideration for the Foundation's and County's commitments, covenants and obligations set forth in this Agreement, the City hereby agrees to: (i) support the Development in all respects; (ii) withdraw in writing its prior comments and questions on the environmental review and approvals for the Development, including those certain letters dated August 31, 2018

and June 26, 2019, respectively, submitted by the City to the County with respect to certain objections to the Development; and (iii) not oppose or challenge in any way the EIR, or the County's approval of the Development; (iv) not oppose or challenge in any way any other agencies' approvals needed for the implementation of the development of the Development.

#### **IV. THE CREEK AT DOMINGUEZ HILLS**

The Parties acknowledge that Plenitude Holdings, LLC ("Plenitude"), the current Lessee and operator of the Site, is developing the adjacent 80 acres of the Site, called "The Creek of at Dominguez Hills" (the "Plenitude Project"). The Plenitude Project includes an enhanced driving range experience, a "pitch and put" public golf amenity, an in-door multi-purpose sports facility, a youth learning center, an indoor sky diving experience, a sports wellness center, and various outdoor recreational and community area, along with auxiliary and retail uses. The Plenitude Project is still in the pre-development stages and the County is continuing to work with Plenitude to negotiate the lease terms and proposed uses. The Parties hereby acknowledge and confirm that nothing in this Agreement shall be deemed to waive or diminish either the County's or the City's rights and remedies with respect to the Plenitude Project or the terms set forth in the ground lease between the County and Plenitude.

#### **V. CONFORMANCE WITH THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE DEVELOPMENT**

The County will fully implement, comply with, and enforce all of the mitigation measures set forth in the Final Environmental Impact Report for the Development to the extent required by law. The requirements of this Agreement should be considered additive to and not in place of such mitigation measures. In the event of a conflict in the requirements of the two documents, the more stringent requirement will apply.

#### **VI. QUARTERLY COMMUNITY MEETINGS**

The County shall meet quarterly with City representatives to insure ongoing compliance with the terms set forth in this Agreement. The County will request that the Foundation participate as needed. These meetings shall continue until they are jointly determined to no longer be necessary by the County, City, and the Foundation.

As the implementation of the Development or project occurs, if the County or City finds that the terms of this Agreement need any adjustment or revision, the County commits to meet and confer in good faith with the City on any proposed changes.

#### **VII. AMENDMENTS**

This Agreement may only be amended by mutual consent of the City and County. Neither verbal agreements nor conversation by any officers, employees and/or representatives of either party shall affect or modify any of the terms and conditions of the Agreement.

## **VIII. GENERAL PROVISIONS**

### **A. Applicable Law**

The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises with respect to this Agreement, the venue shall be in the Superior Court of Los Angeles County. The Parties hereto shall be bound by all federal, state and local laws, ordinances, regulations, and directives pertaining to the services to be performed hereunder.

### **B. Rights and Remedies Are Cumulative**

Except as otherwise expressly stated herein, the rights and remedies of the Parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party. Except as otherwise expressly stated herein, neither party is waiving any rights or remedies it may have under applicable law, and no such waiver will be implied or inferred in the absence of express language of any such waiver.

### **C. Attorneys' Fees**

Each party shall bear its own attorneys' fees and other costs in any legal action or other proceeding or an action for declaratory relief brought between the Parties to enforce this Agreement or because of a dispute, breach, default, or misrepresentation in connection with this Agreement.

### **D. Further Acts**

Each party hereto shall execute such further documents and do such further acts as may be reasonably required to effectuate the Parties' intent and carry out the terms of this Agreement.

### **E. Severability**

If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions.

### **F. Authority**

Contingent upon approval of the respective governing bodies, each person executing this Agreement on behalf of a party hereby represents and warrants that (i) the signatory hereto has authority to sign on behalf of the stated party, (ii) such authority has been duly and validly conferred by that party's governing body, and (iii) said entity has full authority to enter into this Agreement.

**G. Term**

This Agreement shall be effective upon execution by both Parties. It shall remain in full force and effect for the life of the Development, unless terminated sooner by: (i) the mutual written agreement by the Parties, or (ii) the decision by the Foundation not to proceed with the Development, or (iii) the County disapproving the Development.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the City of Carson and the County of Los Angeles Department of Parks and Recreation hereto have executed this Agreement effective as of the day, month, and year first written above.

**CITY OF CARSON**

By: \_\_\_\_\_  
Name/Title: Albert C. Robles, Mayor

Date: \_\_\_\_\_

**COUNTY OF LOS ANGELES DEPARTMENT OF  
PARKS AND RECREATION**

By: \_\_\_\_\_  
Name/Title:

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

County Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_

City of Carson, City Attorney

By: \_\_\_\_\_ Date: \_\_\_\_\_

