

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BOARD OF TRUSTEES OF THE
CALIFORNIA STATE UNIVERSITY
AND
THE CITY OF CARSON
FOR
CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS
CAMPUS MASTER PLAN
(Off-Site Local Improvements)

THIS Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the Board of Trustees of the California State University, on behalf of California State University, Dominguez Hills ("CSUDH") and the City of Carson ("CITY"). CITY and CSUDH may be referred to herein as a "PARTY" and collectively "PARTIES".

I. RECITALS:

- A. WHEREAS, a Draft Environmental Impact Report for "Campus Master Plan" dated February 2019 ("DEIR"), has been prepared by CSUDH in accordance with the California Environmental Quality Act of 1970 (CEQA) (Public Resources Code, Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Section 15000 et seq.) to analyze the potential significant impacts associated with the Campus Master Plan project at the California State University, Dominguez Hills campus ("CSU Dominguez Hills" or "University");
- B. WHEREAS, the Draft CSUDH Transportation Impact Study, Campus Master Plan, California State University, Dominguez Hills (February 2019) ("CSUDH Campus Master Plan TIS"), which is contained within the DEIR as Appendix F, Traffic and Circulation, presents the analyses of potential transportation-related impacts, including off-site road impacts and recommended improvements, associated with implementation of the Campus Master Plan;
- C. WHEREAS, the CITY and CSUDH desire to enter into a memorandum of understanding that defines the commitments and responsibilities of the PARTIES relative to the funding and construction of the off-site improvements identified in the CSUDH Campus Master Plan TIS;
- D. WHEREAS, the CITY has expressed its position that private developers who become involved with the University Village portion of the Campus Master Plan must comply with City permitting and development requirements, including payment of development impact fees and participation in the City's Community Facilities District, and CSUDH disagrees with the City's stated position.

NOW, THEREFORE, the PARTIES agree to the following:

II. AGREEMENT:

- A. The PARTIES agree to the apportionment of the fair share costs of the off-site improvements as presented in Exhibit "A," attached hereto, based on the recommended intersection mitigation measures identified in Chapter 13 of the CSUDH Campus Master Plan TIS.
- B. CSUDH agrees to make its fair share contributions to the CITY toward the costs of construction and/or implementation of the off-site improvements presented in Exhibit "A" at such time as identified in CSUDH Campus Master Plan TIS, Exhibit 150, Triggers for Mitigation. The CSUDH contribution for each improvement identified in attached Exhibit "A" will follow the City's payment of the balance of all funds necessary to construct and/or implement the identified off-site improvements.
- C. CITY agrees to construct or otherwise implement the off-site improvements presented in Exhibit "A" at such time as identified in the CSUDH Campus Master Plan TIS, Exhibit 150.
- D. The total amount of CSUDH's contributions for its share of the recommended improvements shall not exceed the total amount set forth in attached Exhibit "A," under the column entitled "CSUDH Contribution".
- E. In exchange for CSUDH's agreement to provide contributions in the total amount listed in Exhibit "A", CITY agrees to waive any/all rights it may have to challenge on any legal grounds whatsoever CSU's certification of the CEQA adequacy of the CSUDH Campus Master Plan EIR and all related project approvals.
- F. Notwithstanding City's agreement to waive any/all rights it may have to challenge on any legal grounds whatsoever CSU's certification of the CEQA adequacy of the CSUDH Campus Master Plan EIR and all related project approvals as stated above, City does not waive its right to assert a subsequent claim that private developers who become involved with the University Village portion of the Campus Master Plan must comply with City permitting and development requirements, including payment of development impact fees and participation in the City's Community Facilities District.

III. TERM:

- A. The term of this MOU will commence as of the date fully executed by all PARTIES hereto and shall terminate upon completion of all the improvements described in Exhibit "A".
- B. The CITY shall be the responsible "Project Manager" and shall be responsible for the delivery of the improvements identified in Exhibit "A".

IV. MISCELLANEOUS:

- A. This MOU shall not be amended, nor any provision or breach hereof waived except in writing signed by the PARTIES. This MOU constitutes the entire understanding between the PARTIES with respect to the subject matter herein.

IN WITNESS THEREOF, the parties hereto have caused this MOU to be executed by and through their respective authorized officers, as of the date first written.

CITY OF CARSON,
A Municipal Corporation

TRUSTEES OF THE CALIFORNIA STATE
UNIVERSITY, A State Agency

By: _____
Ms. Sharon Landers, City Manager

By: _____
Ms. Elvyra F. San Juan, Assistant Vice
Chancellor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

_____,
City Attorney

_____,
Office of General Counsel

By: _____

By: _____