

CSUDH CITY MANAGER
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DIVISION OF
ADMINISTRATION & FINANCE

OFFICE OF THE VICE PRESIDENT
JAMES L. WELCH HALL (WH) B-470

PHONE: (310) 243-3750
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September 5, 2019

Sharon Landers
City Manager, City of Carson
701 E. Carson Street
Carson, CA 90745
SLLanders@carson.ca.us

Re: California State University, Dominguez Hills Campus Master Plan
Proposed Off-Site Mitigation Memorandum of Understanding

Dear Ms. Landers:

I wanted to thank you very much for the very constructive meeting we had recently. We are encouraged by the support you and others at the City have expressed for the Master Plan proposal, and I am personally looking forward to continuing what I feel will be a productive working relationship between the City and the University. To that end, I have placed an asterisk next to our scheduled luncheon on September 26.

As a follow-up to our meeting and subsequent email correspondence, I am writing in an effort to further our progress toward achieving a mutually acceptable Memorandum of Understanding (MOU) regarding CSU's offer to make fair share contributions toward the costs of certain off-site transportation mitigations related to CSUDH's Campus Master Plan project.

We understand the City is generally supportive of the project, which I believe we all agree will provide many lasting benefits to the Carson community. We also understand that the City is generally receptive to CSU's offer to provide monetary contributions toward the costs of certain improvements related to the Master Plan, but that the City is concerned the MOU does not address the City's position regarding its Community Facilities District (CFD) and its Interim Development Impact Fee (DIF) program.

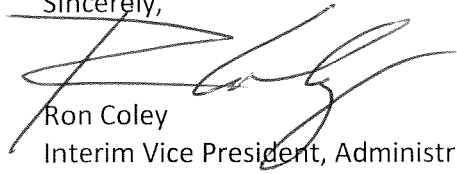
In our view, the City's concerns relating to application of its CFD and DIF are not germane to the Project's Final EIR, and may therefore be addressed at a later date. To that end, we have revised the proposed MOU to reflect the City's concerns and to reserve the City's ability to raise these issues outside of the CEQA context at a later date, if needed.

As I have previously noted, I am writing to let you know we are prepared to complete our discussions at the earliest possible opportunity. Please let us know if you have any questions or comments regarding the revised proposed MOU.

Sharon Landers
September 5, 2019
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I am hopeful we can finalize the MOU in the immediate future.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ron Coley', is written over the word 'Sincerely,'.

Ron Coley
Interim Vice President, Administration and Finance

cc: Dr. Thomas Parham, President
Carrie Stewart, Vice President, University Advancement
David Gamboa, Assistant Vice President, External Relations
Dawn Theodora, Assistant Vice Chancellor and Chief Counsel, Business and Finance
John Walsh, University Counsel
Elvyra F. San Juan, Assistant Vice Chancellor, Capital Planning, Design and Construction,
CSU Chancellor's Office
Jay Bond, University Planning Consultant

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: _____

Exhibit “A”

CSUDH 2018 Campus Master Plan Memorandum of Understanding (Off-Site Local Improvements)

Study ID	Intersection	Recommended Improvements	Total Cost	CSUDH Fair Share Percentage	CSUDH Contribution
1	Victoria St./Drive D	Signalize	\$553,875	100%	\$553,875
		Add 2nd WB left turn lane	\$519,854	66%	\$343,104
3	Victoria St./Birchknoll Dr.	Add 2d WB Left-Turn Lane	\$13,802	100%	\$13,802
5	Central Ave./Charles Willard St.	Signalize	\$553,875	100%	\$553,875
6	Central Ave./Beachey Pl.	Signalize	\$553,875	100%	\$553,875
9	University Dr./Toro Center Dr.	Signalize	\$553,875	100%	\$553,875
12	Avalon Blvd./Albertoni St.	Add 2nd Exclusive EB Right-Turn Lane	\$12,203	46%	\$5,614
13	Avalon Blvd./Victoria St.	Add 2nd NB Left-Turn Lane, Convert EB Exclusive Right-Turn Lane to a Through/Right-Shared Lane	\$709,946	100%	\$709,946
		Add 3rd WB Through Lane	\$728,501	70%	\$509,951
22	Figueroa St./190th St./Victoria St.	Add 3rd WB Through Lane, Add 3rd EB Through Lane	\$5,472	100%	\$5,472
23	Broadway/Victoria St.	Add 3rd WB Through Lane, Add EB Right-Turn Lane	\$9,859	73%	\$7,197
24	Main St./Victoria St.	Add 3rd EB Through Lane, Add WB Exclusive Right-Turn Lane	\$7,270	100%	\$7,270
		Add 3rd WB Through Lane (instead of the WB Exclusive Right-Turn Lane)	\$8,792	71%	\$6,242
26	Avalon Blvd./Del Amo Blvd.	Add SB Exclusive Right-Turn Lane Convert WB Exclusive Right-Turn Lane into an WB Through/Right-Shared Lane	\$2,324	100%	\$2,324
Total of These Improvements			\$4,233,521	90%	\$3,826,419