

7-19-1994

1994 - Memorandum of Understanding (MOU)

City of Palm Desert

Follow this and additional works at: <http://scholarworks.lib.csusb.edu/pdc-history>

Recommended Citation

City of Palm Desert, "1994 - Memorandum of Understanding (MOU)" (1994). *Palm Desert Campus History Collection*. Book 1.
<http://scholarworks.lib.csusb.edu/pdc-history/1>

This Book is brought to you for free and open access by the John M. Pfau Library at CSUSB ScholarWorks. It has been accepted for inclusion in Palm Desert Campus History Collection by an authorized administrator of CSUSB ScholarWorks. For more information, please contact scholarworks@csusb.edu.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of _____, 1994, by and among the PALM DESERT REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Agency"), the CITY OF PALM DESERT, a municipal corporation (the "City"), and the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY (the "CSU"), and is executed with reference to the following circumstances as described herein:

RECITALS

A. It is the objective of all parties to this MOU that the development of the campus described below and the related infrastructure shall be accomplished in a coordinated, cooperative, and mutually agreeable and timely manner.

B. The primary mission of the California State University is to offer undergraduate and graduate instruction through the master's degree in the liberal arts and sciences and professional education, including teacher education (Education Code Section 66608). Regional access for students to this instruction is an integral part of the CSU mission.

C. The Agency is the owner of certain real property (the "Site") at the northeast corner of Frank Sinatra Drive and the Cook Street Extension, located within the City of Palm Desert, California, within one mile of Interstate 10 and four miles from State Route 111. The Site is legally described in Exhibit A, attached hereto and incorporated by reference herein. For purposes of this MOU, the Site consists of two parcels, namely, Property A, composed of approximately 40 acres, and Property B, composed of approximately 160 acres. The Site is close to the center of the Coachella Valley. The completion of the Cook Street Extension and interchange on Interstate 10 will provide excellent access to the Site for students residing in the region. The City, the Agency, and the CSU intend to encourage and provide for other means of transportation to the Site including bus, car-pooling and bicycle.

D. Consistent with its mission, after satisfaction of all the conditions of this MOU, the CSU intends to accept Property A and provide permanent facilities thereon for the Coachella Valley Center of California State University, San Bernardino ("the Center").

E. The CSU intends to construct and equip facilities for the Center on Property A with funds raised through a capital campaign sponsored by California State University, San Bernardino. Such a facility will yield significant educational, cultural, and economic benefits to the Coachella Valley region.

F. The Agency intends to hold Property B for a period of twenty years. Property B will be made available to the CSU in the event that the State of California (the "State") authorizes the CSU to convert the Coachella Valley Center to a fully independent campus within the twenty year holding period.

G. If a separate California State University campus is established at the Site, "Palm Desert" will be included in its title unless the City and the CSU negotiate a mutually agreeable alternative.

H. The City does not exercise zoning authority over the CSU, a state agency. However, the City can act cooperatively to support the CSU's mission and other local community objectives by assisting the CSU in the acquisition of the Site and development of a higher education facility by the CSU thereon.

I. The CSU intends to work cooperatively with the City to obtain advice on its plans for development of both Property A and Property B to ensure that the plans are consistent with other developments in the area and acceptable to the City.

J. The City and the Agency intend to work with the CSU to determine mutually acceptable temporary land uses for Property B until such time as construction begins on the independent university, should that occur. The City envisions this planning process as a cooperative one which could result in joint use facilities, as well as the possibility of temporary income producing activities.

K. The City and the CSU intend to work cooperatively to ensure that uses in the areas surrounding the Site are consistent with the development of the Site as a university campus.

L. The parties desire to enter into this MOU in order to establish commitments for the development and provision of public services, public uses, and public infrastructure related to the development of the Site by the CSU. The City recognizes the benefit to the region and its citizens of having the CSU acquire and develop the Site. The CSU recognizes that it is in the best interests of the state and its citizens to develop the Site for purposes of its higher education mission.

M. Because of the complexities of financing the public infrastructure associated with development of the Site by the CSU, both the City and the CSU desire clarification regarding their responsibilities. The implementation and financing of the public infrastructure necessitates a significant coordination of resources by the CSU and the City for such improvements to be successfully completed in a timely manner. Accordingly, this MOU has been developed to delineate the responsibilities of the various parties regarding financing and timing of the necessary improvements, and both parties agree that such development shall, to the extent addressed in this MOU, be defined by the terms of this MOU and mutually acceptable amendments.

N. A mutually acceptable master plan (the "Master Plan") shall be developed for the Site herein identified in Section 1.1. All future development shall be consistent with said Master Plan.

O. Transportation improvements deemed necessary to facilitate traffic flow in the area of the Site will be completed in a timely manner. These include street improvements, freeway interchanges, various provisions for public transit, bicycles, ride sharing, and alternative vehicles.

P. The City, the Agency, and the CSU will be co-lead agencies for the Environmental Impact Report ("the EIR") on the proposed uses of the Site and the proposed Master Plan.

1. GENERAL PROVISIONS

1.1 Property Subject to MOU:

The Site is comprised of approximately 200 acres located at the northeast corner of Frank Sinatra Drive and the Cook Street Extension, legally described in Exhibit A. Two separate parcels of the Site are depicted in Exhibit B for purposes of this MOU: "Property A" comprised of approximately 40 acres of land located immediately at the intersection of Frank Sinatra Drive and the Cook Street Extension, and "Property B" contiguous to Property A and comprising the remaining approximately 160 acres.

1.2 Disposition and Development Agreement.

1.2.1

(a) From the date hereof through _____, 19___, the CSU, the City, and the Agency, shall negotiate and prepare a disposition and development agreement (the "DDA"), which shall be prepared by the Agency's staff and attorneys. The DDA shall set forth the terms and conditions under which the Agency shall pay for the value of the land comprising the Site by means of donating same to the CSU. The DDA shall refer to the Master Plan to be developed by the CSU and the City, and shall provide that the land uses shall be consistent with the Master Plan. Neither the Agency nor the City shall consider adoption of the DDA until after (i) certification of the EIR described below, (ii) completion of the report required by Health and Safety Code Section 33433, (iii) the Agency's and the CSU's determination the Agency must pay for the land comprising the Site on account of the reasons described by Health and Safety Code Section 33445(a)(1) through 33445(a)(3), and (iv) the holding of a public hearing as required by Health and Safety Code Sections 33433 and 33679. Neither the Agency, the City nor CSU shall be bound by any provisions hereof or the proposed DDA until after the adoption of such DDA following the holding of such public hearing. The provisions of the DDA, as adopted by the parties hereto, shall supersede any provisions hereof.

(b) Following the Agency's due consideration and certification of (i) an EIR for the project approved by the Agency and any other governmental entity having jurisdiction over the project, (ii) the CSU's execution of the DDA in the form prepared by the Agency's staff and attorneys and negotiated by the parties hereto, the Agency shall hold a public hearing as required by Health and Safety Code 33433 for consideration of the DDA, and

thereafter consider approval of the DDA. The Agency may approve or disapprove the DDA, or any other matters brought for consideration by the Agency relating to the project, in the Agency's sole and absolute discretion. Neither the submission of this MOU by the Agency to the CSU, nor the execution of this MOU by any party, shall constitute and option or offer to convey any real property by any party or a commitment by the Agency to expend any financial resources, it being intended hereby that obligations to convey the Site or any portion thereof shall become effective only following a public hearing as required by Health and Safety Code Section 33433, and the approval and execution of the DDA by the Agency, and the Agency shall be obligated to pay for the Site only upon satisfaction of the requirements of Health and Safety Code Section 33445.

1.2.2 The DDA shall contain, among other things, the following terms and conditions:

- (a) The Agency shall pay for the Site in accordance with Health and Safety Code Section 33445(a) by means of donating same to the CSU.
- (b) The Agency shall donate Property A to the CSU only after a decision is made by the CSU to relocate the Coachella Valley Center operated by California State University, San Bernardino from its current location in leased quarters at the College of the Desert in the Property A site.
- (c) The CSU decision on the relocation of the Coachella Valley Center to Property A will be made within two years of the effective date of this MOU, unless the CSU negotiates an extension of the time period. If the CSU does not decide to relocate the Coachella Valley Center to Property A within such two year period, then the DDA shall terminate and be of no further force or effect, and the Agency will be free to use or dispose of the Site, including Property A, in any manner permitted by law to any other person or entity.
- (d) The CSU, the City, and the Agency will enter a planning process with the CSU to determine mutually acceptable temporary land uses to occur on Property B until such time as construction begins on the university. The City and the Agency envision this planning process as a cooperative one which could result in joint use facilities as well as the possibility of temporary income producing activities (which income shall be retained by the Agency).
- (e) The construction of facilities for the Coachella Valley Center on Property A will be funded by a capital campaign and a private/public partnership sponsored by California State

University, San Bernardino. Within five years of the decision to relocate the Coachella Valley Center to Property A, the CSU shall begin construction of the facility, unless such time period is extended by the mutual agreement of the Agency, the City, and the CSU. If the CSU does not commence construction within such 5 year period, then Property A shall revert to the Agency and the DDA shall terminate and be of no further force or effect, and the Agency will be free to use or dispose of the Site, including Property A, in any manner permitted by law to any other person or entity.

1.2.3 The DDA shall provide that the CSU shall have an option to acquire Property B under the following conditions:

- (a) The Agency will hold Property B for a period of two years from the effective date of this MOU. During this two year period the CSU and the state will determine whether Property B will be the site for a CSU campus, *if one is to be developed in the Coachella Valley*. The CSU may negotiate an extension of this time period with the City.
- (b) If during such two year period the CSU determines that Property B shall be the site of a CSU campus (*if one is to be developed in the Coachella Valley*), then, for a period of twenty years from the date of such determination, the CSU shall have the option to acquire Property B from the Agency pursuant to the terms of the DDA (which shall include the obligation of the Agency to pay for the value of Property B pursuant to Health and Safety Code Section 33445).
- (c) The Agency will transfer Property B or a portion thereof to the CSU at such time that the CSU determines to commence development of a CSU campus at Property B. The transfer may be phased in a manner and program mutually acceptable to both the CSU and the Agency as the campus develops and is built out.
- (d) If a separate California State University campus is established at the Site, "Palm Desert" will be included in its title unless the City and the CSU negotiate a mutually agreeable alternative.
- (e) If development of a campus does not begin within the 20 year time period and the CSU has not negotiated an extension with the Agency, then the DDA shall terminate and be of no further force or effect, and the Agency will be free to use or dispose of the

Property B in any manner permitted by law to any other person or entity.

- 1.3 **Effective Date:** This MOU shall become effective when the City, the Agency, and the CSU have formally executed it. Such execution by the last entity shall be no later than six months after execution by the first entity.
- 1.4 **Assignment:** The rights and obligations of the CSU under this MOU and the DDA may be transferred or assigned to another agency of the state responsible for construction of a public university or college, provided such transfer or assignment is made as part of a transfer, assignment, sale or lease of all or a portion of the Site. Any such transfer or assignment shall be subject to the provisions of this MOU and the DDA, and the control and limitations contained herein. During the term of this MOU and the DDA, any such assignee or transferee shall observe and perform all of the duties and obligations of the CSU contained in this MOU and the DDA as such duties and obligations pertain to the portion of the Site so transferred or assigned. The CSU shall give the City and the Agency thirty (30) days prior written notice of consummation of any such sale, lease, assignment or transfer.
- 1.5 **Reversion of Unnecessary Property:** The DDA shall provide that if any portion of the Site transferred by the Agency to the CSU is determined at a later date to be unnecessary or is not used as a part of a public institution of higher education, then such portion shall revert to the Agency.
- 1.6 **Amendment:** This MOU may be amended from time to time by the mutual consent of the parties hereto in writing and only in the manner required by law or regulation.
- 1.7 **Notices:** All notices required or provided for under this MOU shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the City and the CSU. Notice shall be effective on the date delivered in person, or the date when postal authorities indicate that the mailing was delivered to the address of the receiving party indicated below:

Notice to the Agency, one copy, to:

Executive Director
Palm Desert Redevelopment Agency
73-510 Fred Waring Drive
Palm Desert, California 92260

Notice to the City, three copies, one each to:

Mayor
City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, California 92260

City Manager
City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, California 92260

Director of Planning
City of Palm Desert
73 510 Fred Waring Drive
Palm Desert, California 92260

Notice to the CSU, three copies; one each to:

Senior Director, Physical Planning and Development
California State University
P.O. Box 92229
Long Beach, California 90809-2299

Office of General Counsel
California State University
400 Golden Shore
Long Beach, California 90802-4275

Office of the President
California State University, San Bernardino
5500 University Parkway
San Bernardino, California 92407-2397
(Upon establishment of a new campus, the notice would be sent directly to the Office of the President at the new campus.)

Such written notices, demands, correspondence, and communications may be sent by mail in the same manner to such other persons and addresses as any of the parties may designate as provided in this section. A party may change its address by giving notice in writing to the other parties and thereafter notices shall be delivered or sent to such new address.

- 1.8 **Incorporation of Recitals/Intent of Parties:** The Recitals are specifically incorporated in this MOU.

1.9 **Interest of the CSU:** The CSU represents that it is endeavoring to acquire a legal or equitable interest in the Site in a timely manner.

2. DEVELOPMENT OF THE SITE

2.1 Permitted Uses:

The DDA shall provide that as the owner, the CSU shall develop the Site consistent with its mission as a system of higher education as described in Recital A, above.

2.2 Rules, Regulations, and Official Policies:

Neither the Agency nor the City shall impose any regulation upon the Site so long as the CSU owns the Site and uses the Site or develops the Site for public postsecondary education purposes and related support or ancillary facilities. The DDA shall provide that the City shall neither charge nor impose any fee to the CSU for any such work or development on the Site, except those that are now or may be required in the future by statute such as for water and wastewater pursuant to Government Code Section 54999 *et seq.*

2.3 Timing of Campus Development and Infrastructure:

Following the CSU's acquisition of Property A, the CSU agrees to conduct a feasibility study that shall include a timetable for the growth and development of the facility including the transition from the off-campus center to a full-service independent CSU campus with an ultimate size of 15,000 full time equivalent students (FTE). Based upon the experience of other CSU campuses, the growth to 15,000 FTE would be expected to take approximately twenty-five years after the separate campus is started.

The City will exert its efforts, contingent upon available funding and specific agreement among the parties, to ensure that infrastructure improvements are available consistent with the CSU's development plans. The parties acknowledge that infrastructure improvement and the CSU's development plans are contingent upon specific appropriations for this purpose. It is the objective of all parties to this MOU that the development of the campus and the related infrastructure be accomplished in a coordinated, cooperative, and timely manner. However, the City shall not be obligated to pay the cost of any infrastructure improvements.

3. DEVELOPMENT PROGRAM

The DDA shall include the a description of the development of the Site that shall include, among other things, the following items:

3.1 Schedule:

The DDA shall include a written schedule of the intended planning, construction and development activity for the Site. Scheduling of improvements or dates or times of performance may be subject in revision from time to time by the CSU with the consent of the Agency and the City. The CSU will provide timely notice informing the City of the necessity or public reason for any such revision. Such revisions are within the framework of this MOU as presently drafted and executed and do not constitute amendments requiring new notice and hearing.

3.2 Utilities:

The CSU will purchase electrical power, natural gas, and communications service from the various public utility companies as described in Exhibit C attached hereto and incorporated herein in full by this reference.

The CSU will require water, wastewater, and drainage and floor control services from appropriate agencies in the Coachella Valley.

3.3 Air Emissions:

The CSU understands it is subject to the applicable jurisdiction of the South Coast Air Quality Management District (SCAQMD) and will work with same to minimize its impact upon the air quality of the Coachella Valley region. The CSU intends to maintain its leadership position in reducing air emissions of noxious gases and other air pollutants.

The CSU is committed to mitigation measures related to regional and project impacts upon air quality.

4. SPECIFIC CITY AND CSU AGREEMENTS

4.1 The City of Palm Desert agrees to:

4.1.1 Environmental Impact Report

Be the co-lead agency with the CSU for the EIR on the proposed short-run and long run uses of the Site. The City agrees to work with the CSU on the development of the EIR.

4.1.2 General Plan

Upon acquisition of Property A by the CSU, the City will commence a process to redesignate the Site to state/federal facility use in the City's General Plan at no cost to the CSU.

4.1.3 Utilities

Assist and support the CSU to obtain the utilities necessary to make its facilities operable, and facilitate the permit process for public and private utility providers to construct the necessary utility infrastructure within the City's right-of-way (ROW).

4.1.4 City Services

Provide normal City services to the Site. The CSU will negotiate mutual aid agreements with the City and other agencies as appropriate.

4.2 The California State University agrees to:

4.2.1 Advisory Committee:

Establish an Advisory Committee (the "Committee") to provide advice and support on the development of the Center on Property A and a university campus on Property B. Membership on the Committee shall be determined on a mutually agreeable basis by the City and the CSU.

The Committee may establish sub-committees and request technical support from the City and the CSU as appropriate. The Advisory Committee shall serve as a local forum for discussion of the several issues that will arise during the development of the Center and campus including the development of the campus academic master plan and physical Master Plan.

4.2.2 Environmental Impact Report

Serve as co-lead agency and work and cooperate with the City on the EIR related to the proposed uses of the Site.

4.2.3 General Plan

Coordinate with local jurisdictions in the planning of land uses in the local area, consistent with prevailing general plan provisions. The CSU further agrees to resist establishment of inconsistent urban land uses on the lands adjacent to the Site. In support of this objective, and to the extent necessary, the CSU will provide related normal campus services on-site for students, faculty, and staff.

4.2.4 Utilities

Coordinate infrastructure/utilities planning and development with the City and the respective utility providers. Coordinate water supply planning and development and negotiate water capacity fees with relevant agencies. Coordinate wastewater

facilities planning and development and negotiate wastewater capacity fees with relevant agencies. Implement water conservation measures, at a minimum, per applicable state laws and consistent with practices prevailing in the area.

4.2.5 Campus Master Planning

- (a) Review the Master Plan for campus development and landscaping with the City as the plans are developed.
- (b) As part of Master Plan development, consult with the City to assure that adverse visual and other impacts of proposed university facilities upon the area are mitigated.
- (c) As part of the Master Plan development, establish appropriate buffers between the campus' facilities and adjacent land uses.
- (d) As part of the Master Plan development, establish a system of pedestrian walkways, bicycle and neighborhood electric vehicle paths which will provide for safe circulation on the Site and minimize adverse impacts of pedestrian and bicycle traffic upon the local streets.
- (e) As part of the Master Plan development, provide for public transport access on the site.

4.2.6 Facilities Planning and Construction

- (a) Provide copies of schematic plans for initial campus buildings and structures to the City thirty days prior to action by the Board of Trustees.
- (b) Require contractors to take appropriate measures necessary to reduce construction related impacts upon local traffic, air quality and noise.
- (c) Implement erosion control measures to protect against the impacts of construction and project generated urban runoff.

4.2.7 Public Safety

- (a) Coordinate campus development with local law enforcement and fire protection agencies.
- (b) Establish a campus office of public safety as the campus develops. Once established, the office would enter into mutual aid agreements with appropriate local agencies.

4.2.8 Community

- (a) Work with the City and other agencies to develop programs for reducing impacts of campus development with respect to housing, air quality, traffic, public services and noise.
- (b) Coordinate initial campus development with local school districts, community colleges, and other public independent colleges and universities in the region.
- (c) Develop emergency preparedness plans.
- (d) Coordinate emergency medical needs with the Cove Communities Public Safety Commission.
- (e) Coordinate solid waste disposal plans with appropriate agencies.
- (f) Coordinate toxics material disposal plans and procedures with appropriate agencies.
- (g) Coordinate campus efforts with the community concerning alternative powered vehicle use and ride sharing programs.

4.3 As appropriate, the foregoing provisions of this Section 4 shall be included in the DDA.

5. EXECUTION

5.1 The signatures of the officers of the parties to this MOU shall be notarized. This MOU is made in the County of Riverside in the State of California and is being executed for the parties by their authorized officers on the dates and at the places stated:

5.2 The City of Palm Desert

By _____

Name:

Title:

Executed at Palm Desert in the County of Riverside

on _____, 19__.

5.3 The Palm Desert Redevelopment Agency

By _____

Name:

Title:

Executed at Palm Desert in the County of Riverside

on _____, 19__.

5.4 The Trustees of the California State University

By _____

Name:

Title:

Executed at Long Beach, in the County of Los Angeles

on _____, 19__.

[attach notary acknowledgments]

Exhibit A

Legal Description

(to be attached)

Exhibit B

Map of the Site showing Property A and Property B

(to be attached)

Exhibit C

List of Public Utility Companies

(to be attached)