

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RIVERSIDE, AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
ON BEHALF OF ITS RIVERSIDE CAMPUS**

Long Range Development Plan

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 15th day of April, 2022 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“Regents”), on behalf of its Riverside Campus, a public educational institution (“UCR”) (together, the “Parties”).

RECITALS

A. On November 18, 2021 the Regents approved the 2021 Long Range Development Plan for the UCR campus (“2021 LRDP”) and certified the 2021 LRDP Environmental Impact Report (“2021 LRDP EIR”); and

B. The 2021 LRDP proposes a net increase in development of approximately 5.5 million gross square feet of additional academic buildings and support facilities; and student housing of approximately 7,489 new on-campus beds to accommodate the anticipated increase of approximately 11,000 students and 2,845 faculty and staff by academic year 2035/2036; and

C. The City believes that the Regents did not adequately comply with the California Environmental Quality Act (“CEQA”), for reasons including that the 2021 LRDP EIR did not adequately analyze the LRDP project impacts; and

D. The Regents believe that they fully complied with CEQA regarding the 2021 LRDP EIR and in all other respects; and

E. Notwithstanding their respective differences, the City and the Regents have entered into a tolling agreement to allow the parties to work cooperatively towards a solution, and to avoid the need for litigation.

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

1. The Parties agree that economic analysis will provide both parties with information helpful in guiding their relationship going forward, including characterizing the benefits and the impacts of the 2021 LRDP.

2. The Parties have been in discussions regarding the 2021 LRDP, and the City has chosen to hire a consultant team to obtain objective analysis and data on the economic benefits versus City costs of the UCR campus.

3. The Parties will each independently conduct an “economic and fiscal impact

analysis,” on parallel tracks, which they shall endeavor to complete no later than 12 months from the date of this MOU.

4. The Parties will endeavor to meet on a monthly basis (or more frequently as needed) to share milestones on the progress of each study.

5. The Parties agree to cooperatively share, as they deem appropriate, data, staff time, access to facilities, systems and infrastructure to allow testing, measurements, verify service addresses, sampling or mapping, as reasonable to fully complete both studies.

6. At the conclusion of both studies, the Parties agree to enter into discussions to facilitate cooperatively working towards a solution, which may include one or more Agreements between the Parties.

7. The Parties may mutually elect to bring in an independent, mutually acceptable mediator or facilitator to address any impasse, and if so, both parties will equally share costs thereof.

8. Each Party agrees to meet at the request of the other as needed, or regularly, to coordinate on topics of importance that may or may not pertain directly to the “economic and fiscal impact analysis” studies.

9. Any notices provided for, or required, to be given hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

City

City of Riverside

Attn: City Manager
3900 Main Street
Riverside, CA 92522

UCR

The Regents of the University of California,
on behalf of its Riverside Campus

Attn:
900 University Avenue
Riverside, CA 92521-0217

10. This MOU may only be amended in writing by mutual agreement between the City and UCR.

11. Either Party may terminate this Memorandum upon 30 days’ prior written notice to the other.

12. This MOU may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and UCR have caused this MOU to be executed on the day and year first above written.

CITY OF RIVERSIDE, a
California charter city and
municipal corporation

By: *Kris Martinez*
Kris Martinez (Apr 15, 2022 16:47 PDT)
City Manager

Attest:

By: *Eva Arceo*
City Clerk

APPROVED AS TO FORM:

By: *Rosemary Koo for*
Rosemary Koo for (Apr 15, 2022 14:59 PDT)
City Attorney

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, on behalf of its
Riverside Campus, a public educational
institution

By: *Kim A. Wilcox*
Kim A. Wilcox (Apr 15, 2022 14:08 PDT)
Name: Kim Wilcox, Ph.D.
Its: Chancellor












CMO_UCR_2021 LRDP MOU_CAO 22-0152


Final Audit Report

2022-04-15


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 Agreement completed.

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