

## EXHIBIT A

### MEMORANDUM OF UNDERSTANDING FOR TRAFFIC IMPACT MITIGATION MEASURES ASSOCIATED WITH ROCKKLIN ROAD AND SIERRA COLLEGE BOULEVARD FOR ROCKKLIN CAMPUS FACILITIES MASTER PLAN PROJECT ENVIRONMENTAL IMPACT REPORT

#### City of Rocklin and Sierra Joint Community College District

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and among the **City of Rocklin (“Rocklin”)** and the **Sierra Joint Community College District (“Sierra College”)** (collectively the Parties).

#### Recitals

A. Recognizing that the Sierra College – Rocklin Campus Facilities Master Plan (the “Project”), is a comprehensive plan intended to support 22,500 students through extensive modernization and some new construction, with the implementation of new construction only as needed and as funds are available;

B. Recognizing the benefits Sierra College brings to local residents, businesses, and the region by providing access to high-quality, affordable higher education. Students who earn certificates and degrees at Sierra College emerge ready to succeed in careers and/or transfer to four-year institutions, thereby improving their ability to contribute to society and the economy;

C. Recognizing that Sierra College and Rocklin have a shared responsibility to insure adequate circulation improvements are constructed to accommodate the growth of the student population on the Rocklin Campus;

D. Recognizing the local economic benefits that Sierra College brings to Rocklin as its largest employer and a major purchaser of local goods and services;

E. Recognizing the traffic re-direction value of locating the new Parking Garage and Instruction Building on the north side of campus with direct access to/from Sierra College Blvd;

F. Recognizing the new parking garage may significantly reduce Rocklin Road traffic congestion;

G. Recognizing the permanent closure of the 500-space overflow parking area across Rocklin Road and the subsequent reduction of related student pedestrian crossings at that location;

H. Recognizing the planned addition of student housing units for 230 students on the Rocklin Campus to alleviate some of the traffic trips that those students would otherwise make;

I. Recognizing that in 2003, Rocklin independently widened Rocklin Road from two to four lanes between Aguilar Road and Havenhurst Circle at an approximate cost of \$1.5

million to accommodate increased traffic as a result of local and regional growth and benefitting Sierra College;

J. Recognizing that Sierra College continues to have a steady increase in student enrollment from approximately 4,000 by the end of the 1960s to nearly 15,000 in 2016, and that the current Facilities Master Plan has been developed to accommodate up to 22,500 students;

K. Recognizing the need to address on-going traffic operational issues because both Rocklin and Sierra College have a mutual interest in circulation improvements and the maintenance of the Rocklin Road and Sierra College Boulevard corridors;

L. Recognizing the Rocklin City Council established a traffic impact mitigation fee program as a way to equitably collect funds from new development to finance a portion of the roadway improvements that are needed as a result of the traffic generated by the new development;

M. Recognizing that the cost to widen Rocklin Road from Sierra College Boulevard to I-80 EB ramps is estimated to be over \$6 million;

N. Recognizing that the value of approximately two acres of Rocklin Campus land that will be needed to widen Rocklin Road to six lanes is estimated to be over \$600,000, and the cost of campus repairs and improvements that will be needed as a result of the widening of Rocklin Road is estimated to be over \$750,000; and

O. Recognizing that the cost to improve the Rocklin Road/I-80 interchange is estimated to be \$59 million.

### **Agreements**

Now, therefore, in consideration of the foregoing recitals, the Parties hereby agree as follows:

1. Mitigation.

The following mitigation measures to address traffic impacts on Rocklin Road and Sierra College Boulevard from the Project are reasonable and feasible, and Sierra College will include the mitigation measures in its Environmental Impact Report for the Project (“Project EIR”):

A. Sierra College shall provide a 25-year revocable offer of dedication (ROD) to Rocklin for the additional right-of-way that is necessary to widen Rocklin Road to six lanes and to accommodate the long-term circulation improvements identified for inclusion in the Facilities Master Plan Update by the May 2017 Final Sierra College – Rocklin Campus Parking and Circulation Study by Fehr and Peers and specified in this agreement.

B. Sierra College shall pay into the Rocklin traffic impact fee program based upon calculations taking into account the cumulative total square footage of new development (defined as new and expanded buildings less deductions for building

demolition), not to exceed \$1,380,913.80. The payments shall be in three installments, as follows:

- i. 50% shall be payable within 60 days from the time that the Sierra College Board of Trustees takes final action to approve the Facilities Master Plan and certify the Facilities Master Plan EIR, and
  - ii. 25% payable within 60 days from the date the Division of the State Architect certifies the New Instructional Building, and
  - iii. The final 25% payable within 60 days from the date the Division of the State Architect certifies Phase 1 of the New Science Building.
- C. Sierra College will implement a traffic monitoring program to determine when widening of Campus Drive and improvements to the El Don and Havenhurst intersections need to be made. All monitoring data will be shared with Rocklin as soon as available. The monitoring program will consist of:
- i. Traffic and parking counts in the Fall semester of 2019 (Aug/Sept) to establish a baseline before the addition of the parking garage.
  - ii. Traffic and parking counts during the Fall semester following the opening of the parking garage and for two (2) additional years; this data will be used to correlate enrollment with traffic/parking counts and Levels of Service (LOS) on Rocklin Road.
- D. Following the opening of the new parking garage, when the LOS monitoring identifies LOS that falls below Rocklin standards at El Don and/or Havenhurst intersections as determined by Sierra College's monitoring program, or as determined by Rocklin's future monitoring, Sierra College will construct and fully fund traffic improvement projects at these intersections and on Campus Drive, to include roadway improvements and signalization, as follows:
- i. Two (2) eastbound turn lane entrances on Rocklin Road at El Don (approx. \$800,000).
  - ii. Two (2) eastbound turn lane entrances on Rocklin Road at Havenhurst (approx. \$700,000).
  - iii. Campus drive improvements as depicted and described in the May 2017 Final Sierra College – Rocklin Campus Parking and Circulation Study by Fehr and Peers for receiving capacity (approx. \$3.5 million)
  - iv. A third entrance, if demonstrated to provide at least a 5-second delay improvement at either the Rocklin Road and El Don or Rocklin Road and Havenhurst intersections, and considered desirable by Rocklin (approx. \$500,000).

Additional improvements funded through the Rocklin traffic impact fee program should directly address traffic flow in the vicinity of the college and should benefit Sierra College's operation. The timing of construction of traffic improvements shall

be coordinated between Rocklin and Sierra College in advance of implementation with a goal of mutual notification occurring 180 days in advance of the installation of facilities or improvements.

2. Spending Mitigation Funds.

Rocklin shall include Sierra College representatives in the planning and vetting of traffic mitigation projects funded fully or in part by Sierra College's contribution to the Rocklin impact fee program, including opportunities for regular meetings from time to time as necessary to discuss operational traffic issues and potential solutions.

3. Additional Alternative Traffic Relief.

Sierra College and Rocklin will collaborate on identifying other creative methods of providing additional traffic relief on Rocklin Road and Sierra College Boulevard, such as modifications to parking rates and class schedules.

4. Agency Discretion.

Rocklin agrees and understands that Sierra College's agreement to include the mitigation measures identified in Section 1 in the Project EIR is not a commitment to approve the Project. Rocklin further agrees and understands that Sierra College retains sole and complete discretion to approve, modify or deny the Project to ensure compliance with all applicable city, college district, state and federal requirements and procedures.

5. Amendments

This MOU may be amended at any time by a written instrument executed by all of the Parties hereto.

6. Term of MOU; Termination.

This MOU shall remain in full force and effect so long as the Projects remain the responsibility of Sierra College. The Parties agree termination of the MOU may only occur in writing and according to terms found mutually agreeable to all Parties.

7. Entire Agreement.

This MOU is intended as the complete integration of all understandings between the Parties, constitutes the entire agreement between the Parties pertaining to the subject matter contained in it, and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the Parties. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect unless embodied in writing.

8. Notices.

All notices and other communications under this MOU shall be in writing and shall be

deemed to have been duly given (i) on the date of delivery, if delivered personally to the Party to whom notice is given, or if made by telecopy directed to the Party to whom notice is to be given at the telecopy number listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications shall be directed to the Parties at the addresses shown below:

Rocklin: City Manager  
City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677

Copy to: City Attorney  
City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677

Sierra College: College President  
Sierra Joint Community College District  
5100 Sierra College Blvd.  
Rocklin, CA 95677

9. Waiver.

No waiver of any of the provisions of this MOU shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

10. Effect of Captions and Headings.

The captions and headings of this MOU are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

11. Counterparts.

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

12. Severability.

Any provision of this MOU which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other

provision of this Agreement, except as necessary to carry out the intent of the Parties in entering into this MOU.

13. Authority.

Each of the persons signing this MOU on behalf of a Party hereto represents that he or she is authorized to sign the MOU on behalf of such Party and that all approvals, resolutions and consents which must be obtained to bind such Party have been obtained that no further approvals, acts or consents are required to bind such Party to this Agreement.

14. Choice of Law.

This agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each Party waives any Federal court removal and/or original jurisdiction rights it may have.

IN WITNESS WHEREOF, the Parties hereto have entered into this MOU effective as of the date first above written.

ATTEST:

SIERRA JOINT COMMUNITY COLLEGE  
DISTRICT

By \_\_\_\_\_  
William Duncan, Superintendent/President

[NAME, TITLE]

Approved as to Form:

\_\_\_\_\_  
[NAME, TITLE]

ATTEST:

CITY OF ROCKLIN  
A Municipal Corporation

By \_\_\_\_\_  
Steven Rudolph, City Manager

\_\_\_\_\_  
Mona Forster, City Clerk

Approved as to Form:

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Sheri Chapman, City Attorney

DRAFT