

Appendix RTC2-F
**Amended Memorandum of
Understanding**
(January 19 and July 19, 2011)

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THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("Amendment") is executed as of January 19 2011 by and between the City of Diamond Bar, California, a municipal corporation ("City") and the Walnut Valley Unified School District, a unified school district organized under the California Education Code ("District"), hereinafter together occasionally referred to as "the parties."

RECITALS

A. In July 2007 City and District entered into a Memorandum of Understanding ("MOU") pertaining to District's undeveloped parcel of real property within the territorial limits of City ("School Property"), and legally described in Exhibit A-1 and depicted in Exhibit A-2 to the MOU and City's undeveloped parcel of real property immediately adjacent to the School Property ("City Property"), legally described in Exhibit A-3 and depicted in Exhibit A-4 to the MOU, both parcels together referred to as "Site D." The legal description of Site D is described in Exhibit A-5 and depicted in Exhibit A-6 to the MOU.

B. The MOU set forth a collaborative process for the preparation of a specific plan and associated environmental documents in compliance with the California Environmental Quality Act ("CEQA") for consideration by City's Planning Commission and City Council, in anticipation of District marketing Site D for sale.

C. The MOU was amended on November 4, 2008 ("First Amendment") to reflect an increase in price for the consultant's services and to set forth the division of proceeds from the ultimate sale of Site D and was further amended on September 16, 2010 (Second Amendment") to reflect a further increase in price for the consultant's services, to establish a reimbursement schedule and to extend the term of the MOU.

D. The parties have revised the project description as originally described in the MOU and now desire to amend the MOU to reflect this changed circumstance.

NOW THEREFORE, in consideration of the foregoing, City and District hereby agree to amend the MOU as follows:

1. Paragraph 1.3 is amended to read as follows:

The specific plan will entitle a project to consist of not more than 200 residential dwelling units and dedicated parkland. The parkland shall consist of at least 2.0 acres of usable area, dedicated to the City and constructed to City standards. The tentative and final tract maps shall show the parkland as a separate parcel (delineating the park boundaries) and offer the parcel for dedication to the City. The purchaser of Site D shall be responsible for designing the parkland improvements, producing all related construction documents (subject to Community Development Director and Community Services Director approval) and constructing the parkland improvements. No offer of

dedication shall be accepted until construction of the parkland improvements is completed in a manner acceptable to the Community Services Director.

2. Paragraph 3.3 is amended to read as follows:

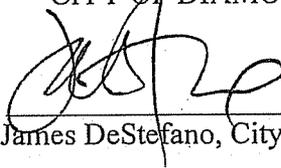
Site D (consisting of the School Parcel and the City Parcel) shall be sold in whole in one transaction for the development of the project described in Section 1.3. The proceeds of the sale shall be allocated to the parties based on the following formula: District shall receive 95.4% of the sales proceeds, less the reimbursement to be paid to the City as provided in Section 1.2, and City shall receive 4.6% of the sale proceeds.

3. Except as amended above, the MOU, as amended by the First Amendment and the Second Amendment, is in all other respects affirmed and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Memorandum of Understanding as of the date and year first written above.

Dated: 1.25., 2011

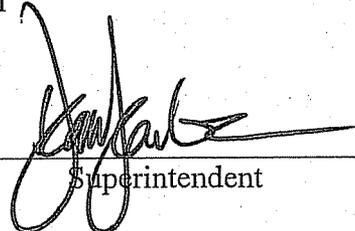
CITY OF DIAMOND BAR

By: 

James DeStefano, City Manager

Dated: 1/19/, 2011

WALNUT VALLEY UNIFIED SCHOOL DISTRICT

By: 

Superintendent



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

VIA: James DeStefano, City Manager

TITLE: APPROVAL OF THE FOURTH AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE WALNUT VALLEY UNIFIED SCHOOL DISTRICT RELATED TO THE SITE D SPECIFIC PLAN

RECOMMENDATION:

Approve.

FISCAL IMPACT:

None.

BACKGROUND / DISCUSSION:

The City and Walnut Valley Unified School District have entered into a Memorandum of Understanding (MOU) related to the completion of the Site D Specific Plan. As the project has progressed and evolved, additional work has become necessary. To ensure all aspects of the project's preparation are completed properly, the deadline for taking action on the specific plan must be extended. Accordingly, Staff recommends that the Council adopt the attached Fourth Amendment to the MOU, which extends this deadline from July 31, 2011 to June 30, 2012.

Prepared by:

Ryan McLean, Assistant to the City Manager

Attachments: Fourth Amendment to the Memorandum of Understanding with the Walnut Valley Unified School District Related to the Site D Specific Plan

FOURTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS FOURTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING (“Amendment”) is executed as of July __, 2011 by and between the City of Diamond Bar, California, a municipal corporation (“City”) and the Walnut Valley Unified School District, a unified school district organized under the California Education Code (“District”), hereinafter together occasionally referred to as “the parties”.

RECITALS

A. In July 2007, City and District entered into a Memorandum of Understanding (“MOU”) pertaining to District’s undeveloped parcel of real property within the territorial limits of City (“School Property”), and legally described in Exhibit A-1 and depicted in exhibit A-2 to the MOU and City’s undeveloped parcel of real property immediately adjacent to the School Property (“City Property”), legally described in Exhibit A-3 and depicted in Exhibit A-4 to the MOU, both parcels together referred to as “Site D”. The legal description of Site D is described in Exhibit A-5 and depicted in Exhibit A-6 to the MOU.

B. The MOU set forth a collaborative process for the preparation of a specific plan and associated environmental documents in compliance with the California Environmental Quality Act (“CEQA”) for consideration by City’s Planning Commission and City Council, in anticipation of marketing Site D for sale.

C. The MOU was amended on November 4, 2008 (“First Amendment”) to reflect an increase in price for the consultant’s services and to set forth the division of proceeds from the ultimate sale of Site D. The MOU was further amended on September 15, 2010 (“Second Amendment”) to reflect a further increase in price for the consultant’s services, to establish a reimbursement schedule and to extend the term of the MOU. The MOU was again amended on January 19, 2011 (“Third Amendment”) to reflect changes to the project entitlements to accommodate not more than 200 residential units, to dedicate parkland to the City, and amend the division of the proceeds of Site D between the District and the City.

D. The process described in the amended MOU has taken longer than originally contemplated by the parties, and the parties now desire to amend the MOU in certain respects to reflect this circumstance.

NOW THEREFORE, in consideration of the foregoing, City and District hereby agree to amend the MOU as follows:

1. Paragraph 4 is amended to read as follows:

4. Term.

This Memorandum shall commence on July 1, 2007 and remain in effect until the actions contemplated herein have been fully consummated. City agrees that its City Council will make best efforts to expedite and take final action relative to a specific plan for Site D not later than June 30, 2012, subject to complying with all applicable

State and City laws and procedures. In the event that applicable procedural requirements or other considerations or events beyond the City's control prevent the City Council from taking some final action by this date, the Council will act on a specific plan as soon thereafter as is reasonably feasible.

3. Except as amended above, the MOU, as amended by the First, Second, & Third Amendments, is in all other respects affirmed and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Memorandum of Understanding as of the date and year first written above.

Dated: _____, 2011

CITY OF DIAMOND BAR

By: _____

James DeStefano
City Manager

WALNUT VALLEY UNIFIED SCHOOL
DISTRICT

Dated: _____, 2011

By: _____

Dr. Dean Conklin
Superintendent