

FINAL 2010 LRDP COOPERATIVE AGREEMENT BETWEEN THE UNIVERSITY OF CALIFORNIA SANTA BARBARA AND SUSTAINABLE UNIVERSITY NOW

This 2010 University of California, Santa Barbara Long Range Development Plan Cooperative Agreement (“Agreement”) is entered into and effective as of the date of the last signature below, by and between The Regents of the University of California and the University of California, Santa Barbara campus (“UCSB” or collectively with The Regents, the “University”) and Sustainable University Now (“SUN”), a coalition of community groups (listed in Appendix A) dedicated to ensuring that the University demonstrate leadership in sustainability in the implementation of its Long Range Development Plan (LRDP).

RECITALS

WHEREAS, University is a state entity with property located within the boundaries of Santa Barbara County, California; and

WHEREAS, University has approved the 2010 LRDP and in conjunction therewith certified the 2010 LRDP EIR, thereby superseding and replacing UCSB’s LRDP approved by University in 1990, as amended; and

WHEREAS, SUN disagrees and disputes with the University regarding the adequacy of the 2010 LRDP EIR, including but not limited to the adequacy of the mitigation measures set forth therein to offset the impacts of implementation of the 2010 LRDP on the environment, as required by CEQA; and

WHEREAS, SUN also disagrees with and disputes the adequacy of commitments included in the 2010 Long Range Development Plan Mitigation Implementation and Settlement Agreement between the University, City of Goleta and County of Santa Barbara to ensure that 2010 LRDP mitigation measures are implemented in a manner that offsets the impacts of the

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2010 LRDP to traffic, transit, and housing in the County of Santa Barbara and the City of Goleta; and

WHEREAS, UCSB is a leader among local businesses and institutions as well as universities worldwide in terms of sustainable actions, having taken such actions as committing to proposing and developing LEED-Gold certified new buildings, achieving high levels of alternative transportation usage, accomplishing low water duty factors per capita, ensuring high levels of renewable energy production and use, and providing for high levels of reclaimed and recycled water use; and the 2010 LRDP will further advance these goals by creating opportunities to house new faculty, staff and students on campus and pursuing sustainable goals by further reducing vehicular use, greenhouse gas emissions and water consumption, by retrofitting certain existing buildings to LEED standards, and increasing on-site generation of renewable energy; and

WHEREAS, SUN and its member organizations are leaders in progressive environmental policy, such as is reflected in the Community Environmental Council's "Fossil Free by '33" campaign for the south coast of Santa Barbara, and in high levels of public engagement in the environmental review processes by encouraging lead agencies to conduct rigorous environmental analysis and to consider less-impactful alternatives and the imposition of mitigation measures well above and beyond those imposed by some other jurisdictions; and

WHEREAS, SUN represents that it is authorized and presently able to file a Petition for Writ of Mandate and other judicial relief against University, challenging the approval of the 2010 LRDP and certification of the 2010 LRDP EIR, and SUN intends to file such a Petition in the absence of mutually agreeable resolution of the abovementioned disagreement and dispute; and

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WHEREAS, SUN and University desire to avoid such litigation, end all disputes and resolve all disagreement with respect to those matters addressed in this Agreement, and the implementation of the obligations of all parties signatory hereto as set forth herein; and

WHEREAS, SUN and University intend that this Agreement be binding on all signatory parties as a resolution of disagreements and disputes as to the matters addressed herein, arising out of University's adoption and certification of the 2010 LRDP EIR and approval of the 2010 LRDP, without the need for litigation; and

WHEREAS, as consideration of University's commitments in this Agreement, SUN and any SUN members signatory hereto as identified in Appendix A agree to forebear from judicial proceedings challenging the validity of the 2010 LRDP and the adequacy of the 2010 LRDP EIR; and

WHEREAS, upon execution of this Agreement, SUN and any SUN members signatory hereto as identified in Appendix A agree not to oppose the 2010 LRDP or the adequacy of the LRDP EIR in proceedings before the California Coastal Commission with respect to the specific matters addressed herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, SUN, any SUN members signatory hereto as identified in Appendix A and University agree as follows:

Article 1 DEFINITION OF TERMS

1.1 As used in this Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section:

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- a. “2010 LRDP” shall mean the 2010 Long Range Development Plan for UCSB;
- b. “2010 LRDP EIR” shall mean Long Range Development Plan March 2008 Draft Environmental Impact Report (“EIR”) (Vol. I), January 2009 Recirculated Draft EIR (Vo. II), July 2010 Final EIR Executive Summary, Changes to the EIR, and Mitigation Monitoring and Reporting Program (Vol. III) and Final EIR Comments and Responses (Vol. IV), adopted findings as required by CEQA, and the Regents Item prepared in support of the 2010 LRDP and EIR, which describes the 2010 LRDP, summarizes the LRDP EIR conclusions, and incorporates as part of the administrative record all communications regarding the LRDP EIR received after the close of the CEQA public comment period and the University’s responses thereto;
- c. “Alternative Fuel Vehicles” shall mean vehicles running on electricity, biodiesel, hydrogen, alcohols, or other renewable fuel sources;
- d. “TAP” shall mean UCSB’s Transportation Alternative Program;
- e. “TAB” shall mean UCSB’s Transportation Alternative Board;
- f. “CA AB 32” shall mean the California Global Warming Solutions Act of 2006. In March 2007, the UC Office of the President approved a Policy effectively designating the UC System and each UC campus as voluntary signatories to adhering to the prescribed GHG reduction targets presented in CA AB 32;
- g. “Campus” shall mean the UCSB campus as described in the 2010 LRDP, including the North Campus, West Campus, Storke Campus and Main Campus;
- h. “Campus Fleet Vehicles” shall mean vehicles owned, leased, or long term rentals as defined as rented for longer than one month by UCSB;
- i. “Campus Consultation” shall mean the internal Campus administrative process for review of significant new policies, programs or changes to existing policies and programs with potentially affected and/or interested campus constituencies.

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Appendix B hereto is a narrative description of this process and identifies the sorts of campus representational, advisory or policy bodies contemplated to be involved in Campus Consultation. Campus Consultation is advisory in nature and does not constitute an approval, but applies to all UCSB actions set forth in this Agreement, whether or not specifically identified as such;

- j. “Campus Sustainability Plan (CSP)” (Appendix C) shall mean the 2008 document intended to provide a roadmap for major steps toward achieving sustainability. Functional areas have been identified (currently identified areas include, but are not limited to, Academics and Research, Built Environment, Communications, Energy, Food, Labs, Shops and Studios, Landscape/Biotic Environment, Procurement, Transportation, Waste, and Water) and campus groups have developed a series of recommendations, goals, objectives and benchmarks over a one, five, and twenty year timeframe. The CSP is a living document initially prepared in 2008 with the data that was available at the time of preparation and includes plans for refinement and periodic updates;
- k. “CEC” shall mean the Community Environmental Council;
- l. “CEQA” shall mean the California Environmental Quality Act, California Public Resources Code Sections 21000, *et seq.*, and the CEQA Guidelines, Title 14, California Code of Regulations Sections 15000, *et seq.*;
- m. “City” shall mean the City of Goleta;
- n. “Climate Action Plan (CAP)” (Appendix C, http://sustainability.ucsb.edu/plan/climate_plan.php) shall mean the UCSB document which provides a guideline to achieve campuswide greenhouse gas emissions reductions as outlined by AB 32, the University of California, and the American College & University Presidents Climate Commitment. The CAP is a

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living document initially prepared in 2009 with the data that was available at the time of preparation and includes plans for refinement and periodic updates;

- o. “Commission” shall mean the California Coastal Commission;
- p. “County” shall mean the County of Santa Barbara;
- q. “Day Time Parking Permits” shall mean permits for UCSB Lots currently designated as “A”, “C”, “S”, and “R”.
- r. “Enrollment” shall mean the average number of students attending classes at the UCSB campus and registered as of the 15th class day for each Fall, Winter and Spring quarter and does not include students exclusively taking classes at off-campus locations including, but not limited to, participants in the Education Abroad Program (EAP), Ventura Center, or students taking courses at another UC location;
- s. “Faculty” shall mean Professors, Associate Professors, Assistant Professors, and Lecturers;
- t. “Freshmen” shall mean students attending the first-year of classes in a UCSB four-year undergraduate program and shall not include students transferring in to UCSB at the second-year or higher level;
- u. “FTE” shall mean “full time equivalent”;
- v. “Initiate Planning of a New Campus Residential Facility” shall mean the submittal of a Preliminary Project Proposal to the Campus Planning Committee, which in turn considers whether to recommend that the Chancellor formally approve moving the project forward through the University approval process that must occur prior to project construction, which includes, but is not limited to budget, design development and environmental review;
- w. “MTD” shall mean the Santa Barbara Metropolitan Transit District;

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- x. “SBCAG” shall mean the Santa Barbara County Association of Governments;
- y. “Staff” shall include all employees of UCSB with the exception of Faculty and employees that are also students;
- z. “Student” or “Students” shall mean and include undergraduate students and graduate students attending classes at UCSB;
- aa. “The Regents” shall mean The Regents of the University of California;
- bb. “UCSB” shall mean the University of California, Santa Barbara Campus;
- cc. “University” shall mean The Regents and UCSB collectively.

Article 2 TRANSPORTATION

2.1 In order to reduce automobile trips to campus, UCSB shall continue and expand opportunities for students, staff, faculty and visitors to use alternative transportation means to access and circulate on campus and shall reduce the total number of parking spaces commensurate with improvements to the campus alternative transportation system and programs – including expanded and enhanced transit services, bike facilities, teleconferencing, telecommuting and enhanced programs promoting carpooling, car-sharing and other alternative transportation programs.

2.2 Parking. UCSB shall reduce the amount of automobile use by faculty, staff and students to and from campus by reducing the number of total trips, herein referred to in this Article as “vehicle trips”.

UCSB shall implement the following measures as a means of accomplishing the above vehicle trip reduction commitment:

- a. Reduce total proposed future parking availability on campus by 650 parking spaces (from 14,230 to 13,580 spaces) exclusive of parking associated with Coastal

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Access mandated by the Coastal Commission, on the condition that the reduction is authorized by the California Coastal Commission and a residential parking permit program is implemented by the County of Santa Barbara for Isla Vista.

b. Strive to meet the “stretch goal” of reducing overall future parking by an additional 1,000 spaces below the number set forth in Section 2.2.a of this Agreement from 13,580 to 12,580 spaces or, in the event an Isla Vista residential parking permit program is not implemented or the Commission does not support or otherwise approve a 650 space reduction in future parking availability proposed in the 2010 LRDP, from 14,230 to 13,230 spaces.

c. Subject to Campus Consultation, limit issuance of Main Campus Day Time Parking Permits for residents of UCSB housing (excluding residents of the West Campus Faculty Housing and North Campus Faculty Housing developments) to only individuals demonstrating the need for such permits by virtue of temporary or permanent physical disability, or other extraordinary circumstance, as determined on a case-by-case basis.

d. Assist the County, and materially support the development, adoption and implementation of a residential permit parking program in Isla Vista.

e. Continue efforts to reduce parking demand, consistent with the stretch goal identified above, through efforts such as, but not limited to:

- i. a phased increase in parking rates and/or instituting a tiered rate structure;
- ii. continue to assess and refine the adequacy of bike parking policies and practices associated with new construction and renovation projects;
- iii. exploring and actively consider unbundling the cost of parking from the rental cost of University developed faculty/staff housing; and
- iv. considering adoption of best practices identified at other campuses, including but not limited to parking cash-out strategies.

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f. Assess transportation patterns of campus commuters and strive to increase average vehicle ridership (AVR) by 2%/year.

2.3 Alternative Transportation. UCSB will strengthen its leadership role in advancing alternative transportation policies and programs in the region and in academia nationally, striving to be one of the leading universities with respect to best practices for achieving alternative transportation utilization and reducing single occupancy vehicle use, and working to meet Air Pollution Control District clean air transportation goals through the development, study and, where appropriate, implementation of innovative transportation control measures (TCMs) and in striving to achieve "fossil free by '33" goals, by taking the following actions and all other actions reasonably available to it to advance transportation sustainability. In this regard UCSB shall take the following actions:

a. monitor and report periodically, but no less frequently than on a triennial basis on best practices in the UC system and on campuses nationally that promote transportation alternatives and other sustainability policies at college campuses;

b. strive through the campus shared governance process to develop and implement stable finance mechanisms for alternative transportation programs and facilities from a wide range of sources that will provide adequate and reliable funding for TAP;

c. expand upon existing campus efforts through shared governance process to structure transportation decision-making to encourage and support sustainable transportation policies;

d. collaborate with SBCAG and MTD on transit planning to maximize transit access and use and increase transit services and ridership from current levels;

e. continue, expand, and enhance campus community access to campus teleconferencing/videoconferencing facilities and telecommuting programs.

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- f. increase the ease of student transit use, such as and including, but not necessarily limited to removing the need to manually obtain a MTD sticker each quarter or pursuing the use of “smart card” readers on all buses; subject to the support of transit providers.
 - g. work with transit providers to expand transit service to all UC personnel.
 - h. continue car-sharing programs to reduce the need for vehicle ownership by persons residing on campus, including but not limited to providing dedicated parking spaces and any necessary administrative facilities for Zip Cars or other car-sharing programs, as available, in each housing parking structure,
- 2.4 SUN, any SUN members signatory hereto as identified in Appendix A and UCSB will jointly make good faith efforts to collaborate with the County to develop an appropriate permit parking program for County adoption and possible submittal to the Commission, including campus permit parking reductions and Isla Vista parking restrictions, and support such a program before relevant agencies and constituencies;
- 2.5 Other Transportation-Related Initiatives. To help offset the air quality, climate change, and energy use associated with automobile use, (in addition to other actions to address these impact areas detailed elsewhere herein), UCSB shall:
- a. replace campus fleet vehicles as prescribed by the Climate Action Plan and the UCSB Alternative/Advanced Fuel Policy, including 75% of campus fleet purchases being alternative fuel or ultra-efficient vehicles by 2011; 95% of the campus light-duty fleet purchases being alternative fuel by 2016; and work with others to promote alternative fuel sources;
 - b. include questions in campus surveys to help determine alternative transportation system adequacy, ascertain residential location distribution and transportation mode choice for campus personnel, solicit comments on unmet alternative transportation needs and obtain suggestions for alternative transportation facility and program improvements and identify potential new alternative transportation services, identify barriers to

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alternative transportation use for campus personnel (faculty, staff and students) living within 5 miles of campus, and report annually to the community the results and conclusions of this process;

c. report annually upon the Effective Date of this Agreement to the community on their efforts and progress at addressing each of the above listed goals.

Article 3 HOUSING

3.1 UCSB shall continue and expand its role in improving the 'jobs/housing balance' in the region, by adopting, implementing, reviewing and refining policies that will enable increasing proportions of its workforce over time to live within walking/biking distance of campus or proximity to a direct bus line, and promote policies that will improve the affordability of housing in the region.

3.2 UCSB shall provide planned new units for faculty and staff at those locations identified in the 2010 LRDP upon approval by the Commission, which shall be phased to meet anticipated demand.

3.3 UCSB shall adopt the following policies to improve the 'jobs/housing balance' in the region, and take all other actions reasonably available to it to improve the 'jobs/housing balance':

a. University developed for-sale and rental housing will be available for faculty and staff who are newly recruited, currently employed, or retired from University employment. Eligibility of such groups will be categorized within a tiered priority system for the allocations of available housing; and

b. University developed for-sale housing will include permanent resale restrictions which will be designed to preserve affordability. An example of such restrictions

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would be to escalate property value consistent with increase in Consumer Price Index (CPI) or other appropriate indexes.

3.4 Generally, UCSB's process for planning and constructing new campus housing requires approximately five (5) years, beginning when UCSB acts to Initiate Planning of a New Campus Residential Facility. UCSB shall initiate planning of new student housing units in advance of student growth with the goal of not more than 500 rooms experiencing triple occupancy.

a. UCSB will initiate the planning for the first increment of new student housing concurrent with the Effective Date of this Agreement.

b. UCSB will initiate planning for each subsequent student housing project such that, on the date of the Official Count, no more than 200 rooms will be tripled prior to submission of a Preliminary Project Proposal to the Campus Planning Committee. This Official Count of students will occur on the 15th day of instruction in Fall Quarter of each year.

Article 4 WATER

4.1 UCSB agrees not to tier from the LRDP EIR water supply analysis for any new UCSB building proposed pursuant to the 2010 LRDP if a final approved or adopted GWD report or study concludes that GWD total water supply has significantly decreased from the projections or assumptions presented in the 2010 LRDP EIR. For purposes of this obligation, a significant decrease in GWD total water supply triggering reanalysis of water supply adequacy is a 5% reduction in GWD's total projected normal year potable supply compared to the supply identified and considered in the 2010 LRDP FEIR [total projected normal year potable water supply in FEIR is 16,572 AFY, [page 4.14-7 RDEIR], and thus a 5% reduction is equal to 828.5 AFY]; does not include additional demand on GWD water supply from sources other than UCSB (e.g., growth in other

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areas of GWD's service area); and is not based exclusively on any CEQA threshold or definition of a significant impact.

- 4.2 In the event any of the triggering factors in ¶ 4.1 occur, UCSB shall conduct a revised water supply analysis as part of the environmental review document for the next proposed new UCSB building, which shall also include a revised water supply analysis for all remaining development under the 2010 LRDP and shall give due consideration to any final approved or adopted GWD report or study as described in ¶ 4.1. Unless or until any of the triggering factors in ¶ 4.1 again occur, UCSB shall have the discretion to tier from the revised water supply analysis for the remaining development under the 2010 LRDP.
- 4.3 If the revised water supply analysis in ¶ 4.2 concludes that UCSB's demand on GWD's supply is greater than the amount assumed in the 2010 LRDP FEIR UCSB shall develop and implement strategies that will overcome any additional shortfall in water supply over that identified in the LRDP EIR. UCSB shall follow the following hierarchy of water strategies to the maximum extent practicable: first use campus water conservation; second increased campus reclaimed water use to reduce campus potable consumption; third increased offsite reclaimed water use to reduce potable consumption; and lastly enhancement of existing water supplies and/or acquisition of new water supplies. UCSB shall not consider or seek development of a desalinated water system to increase supplies available to the Campus, unless new technologies are developed that substantially reduce or eliminate the high energy requirements and the adverse direct and indirect impacts of desalination.
- 4.4 UCSB shall adopt, as a condition of the approval of each new building, sufficient water supply strategies in accordance with the hierarchy in ¶4.3 to demonstrate adequate current supplies for the building and sufficient strategies to factually support a projection of adequate future supplies for the remainder of the LRDP development envelope. In the event that sufficient water supply strategies cannot overcome the water supply shortfall identified through the process described in ¶ 4.2 over the projections presented in the

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2010 LRDP EIR, UCSB shall consider alternatives that conform LRDP development to available water supplies.

- 4.5 UCSB will strive to reach a “stretch goal” of reducing the campus’ overall potable water demand at buildout (currently projected to be 856 new + 814 existing = 1670 AFY) by 20% for a reduction of 334 AFY and total potable demand of 1336 AFY.
- 4.6 UCSB will support the inclusion of the commitments in § 4.1 to 4.4 as LRDP policies or conditions of LRDP approval if required by the California Coastal Commission. SUN and its member groups may request the California Coastal Commission to include the commitments in § 4.1 to 4.4 as conditions of LRDP approval.

Article 5 BIOLOGY

- 5.1 UCSB will continue to implement a general buffer of 100’ from all Environmentally Sensitive Habitat Areas (ESHA) including wetlands, excluding all development entitled or otherwise agreed to prior to the effective date of this Agreement for which a lesser setback is allowed.
- 5.2 The buffer identified in 5.1 of this Agreement may be reduced if conditions occur where structures, developments, or roadways currently exist within the 100’ setback boundary as noted in Attachment A: Wetland Boundary Map. Should UCSB redevelop within areas identified in Attachment A, the following conditions will be met:
- a. the proposed buffer will be reduced to the edge boundary of the existing developed area, unless the new development may be feasibly sited to expand the buffer, in which case the buffer shall be as close to 100’ as is feasible;
 - b. Whenever the buffer is less than 100’, UCSB shall create, enhance and/or restore native habitat in permanently protected areas at a 3-to-1 ratio. For example, if an existing structure is 50’ from a wetland and may only be feasibly redeveloped in this location, UCSB will calculate the square foot area which would have constituted a 100’ buffer and

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create, enhance and/or restore native habitat 3 times that area in another location deemed appropriate for such habitat;

c. In no instance will any redevelopment further encroach upon the existing setback distance and in no instance will areas that are currently undeveloped within the buffer be developed;

d. All buffers shall be managed and maintained as a riparian and/or wetland habitat buffer zone to provide adequate and continuing buffer functions throughout the life of the development, including specific conditions achieving these standards and ensuring no significant disruption of habitat values; and

e. Pedestrian and bicycle trails may be allowed within the buffers, provided that adequate protection for natural resource values can be provided and implemented.

5.3 As a priority action, UCSB shall take all feasible measures to:

a. avoid construction of new or replacement structures within the setback identified in Section 5.1 of this Agreement; and

b. avoid new construction, including roads in new alignments, within undisturbed habitat in ESHA or in currently undisturbed or undeveloped buffer areas.

5.4 Wetland restoration, including re-establishment of tidal circulation, on the UCSB campus will be investigated as a possible carbon sequestration project providing carbon offsets for campus development.

5.5 UCSB shall consider and seek to integrate enhancement of biologic and hydrologic connectivity within and between Goleta and Devereux sloughs where feasible for all LRDP projects that either impact either Slough or which involves lands that could be used for such enhancements. UCSB shall attempt to fund such enhancement efforts within project budgets, and where Project budgets cannot include such enhancements, UCSB shall seek external funding for their implementation.

5.6 SUN recognizes that UCSB has adopted the following mitigation measure, and UCSB agrees to amend it as noted in italics: **BIO-1E** The University shall work with the City of Santa Barbara, and Goleta West Sanitary District, to reintroduce tidal influx to the Storke

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Wetlands. *UCSB further agrees to work with the Department of Fish and Game and the City of Goleta in the event operation of the GWSD is assumed by the City of Goleta*

- 5.7 UCSB will develop and maintain a roster of all properties on campus or within their control for wetland and natural area restoration and habitat enhancement projects, and apply project-related funding, where feasible and available, to achieve restoration and enhancement of habitat on these lands. UCSB shall seek external funding to achieve restoration and enhancement on these lands, and shall, where appropriate, partner with other agencies to restore and enhance these lands, including making such lands available for restoration and enhancement projects without a land cost.
- 5.8 UCSB will continue to comply with all state and federal discharge standards by developing a comprehensive water quality monitoring program for all discharges from campus. Properties and/or discharges with the highest levels of water pollution will be evaluated and water quality problems addressed, beginning with discharges deemed unhealthful or unsafe for human contact.

Article 6 ENERGY

- 6.1 UCSB shall continue to be a leader in identifying and implementing energy reduction strategies and technologies with the guidance of campus consultation and the policies developed by the Chancellor's Sustainability Advisory Committee and the Office of the President, and shall continue to reduce energy use intensity over the life of the 2010 LRDP.
- 6.2 The campus shall continue to monitor energy usage and make available for public review an Annual Energy Report detailing purchased electricity and natural gas consumption, as well as onsite and offsite renewable energy generation.
- 6.3 The campus shall continue to reduce greenhouse gas emissions in accordance with the campus Climate Action Plan and AB 32, and shall continue to inventory and publicly

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report all greenhouse gas emissions annually in accordance with the protocol set forth by The Climate Registry.

- 6.4 UCSB shall strive to achieve the renewable energy milestones contained in its Campus Renewable Energy Sustainability Policies, attached as Appendix C.
- 6.5 Interim Progress Demonstration and Correction. As part of the analysis in each public environmental review document prepared pursuant to CEQA for a Project implementing the 2010 LRDP, as may be amended, the University shall evaluate, quantify and document progress towards each emissions reductions goal of the UCSB Climate Action Plan, the Sustainability Plan, the City of Goleta-County of Santa Barbara-UCSB Mitigation/Settlement Agreement and any per capita greenhouse gas reduction guidelines or regulations applicable to the University promulgated by the California Air Resources Board, Santa Barbara County Air Pollution Control District or other regulatory agency addressing emissions affecting climate change. If the analysis reveals that the University's progress fails to meet interim milestones or identified periodic trajectories for attainment or is otherwise falling behind the target for that date, a corrections strategy shall be developed by the University through the Campus Consultation Process to be implemented within a specified time.

Article 7 REPRESENTATIVE FORMS OF COMMUNITY PARTICIPATION

- 7.1 SUN and any signatory member organizations will actively participate in monitoring and evaluating UCSB's progress in implementing the requirements of this agreement, as set forth in Article 8.
- 7.2 SUN and any signatory organizations will actively participate in formulating policy relevant to this Agreement, through the participation of representatives of designated community organizations, and UCSB will, as necessary, authorize and facilitate this participation.

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However, the Chancellor will retain final authority over all appointments to campus advisory committees that report to him.

7.3 UCSB's forms of support for SUN's participation as described in section 7.2 shall include but not be limited to:

- a. The appointment of a SUN-designated community organization (ex officio) representative to the Campus Sustainability Committee;
- b. The appointment of SUN-designated community organization (ex officio) representatives to Campus-Wide Sustainability Change Agent committees;
- c. The appointment of a SUN-designated community organization representative to serve as an ex-officio member of TAB; and
- d. The appointment of a SUN-designated community organization representative to serve as an ex-officio member of the Parking Ratepayers Board

7.4 For purposes of implementing Sections 7.2 and 7.3, SUN designated organizations may include but are not limited to CPA, COAST, SB Audubon Society, LWVSB and SBCAN.

7.5 SUN will support UCSB's participation in advisory boards for MTD, SBCAG, and other transit providers or transit planning agencies.

Article 8 COOPERATION OF THE PARTIES, MONITORING, AND IMPLEMENTATION OF THE 2010 LRDP AND THIS AGREEMENT

8.1 University's obligations under this Agreement shall become effective upon final certification of the 2010 LRDP by the Commission. Upon execution of this Agreement, UCSB shall not take actions that are materially inconsistent with or compromise its ability to meet all obligations and goals in this Agreement.

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- 8.2 If the growth projected in the 2010 LRDP, or any of the obligations identified herein are substantially modified as a result of Commission review and approval the parties shall meet within ninety (90) days of the Commission certification in good faith to review, and as necessary renegotiate the obligations of University hereunder to address the change in environmental impacts resulting from the 2010 LRDP modification.
- 8.3 UCSB shall monitor compliance with each provision in Articles 2 through 7 of this Agreement by collecting quantitative and qualitative data, and produce and maintain monitoring reports incorporating the collected data.
- 8.4 UCSB shall make the monitoring reports available to SUN and SUN designated representatives annually. Raw data will be made available upon request.
- 8.5 University and SUN shall act in good faith to schedule and participate in an annual meeting to review overall progress on and any problems or obstacles to implementing the measures and policies set forth in this agreement. The first such meeting shall occur within six (6) months after approval of the 2010 LRDP by the Commission, at which time the approximate date of future annual meetings shall be mutually agreed upon by the parties.

Article 9 SUN/UNIVERSITY PARTNERSHIP

- 9.1 By entering into this agreement, University and SUN agree to take all necessary actions to ensure that this Agreement shall be fully enforceable. Article 20 (Default) and Article 21 (Remedies) ensure the enforceability of the agreement, in the event the parties fail to perform.
- 9.2 SUN and any signatory SUN member groups and UCSB and its representatives acknowledge that members engaged in the negotiation of this Agreement and their counsel have obtained confidential information in the context of negotiations that resulted

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in this Agreement and therefore agree that SUN, its signatory SUN members, UCSB staff and counsel for all parties will not disclose confidential information obtained through the course of negotiations.

- 9.3 SUN and any signatory SUN member groups and any non-attorney representing these groups agree to forebear from judicial proceedings challenging the validity of The Regent's approval of the 2010 LRDP and certification of the 2010 LRDP EIR upon execution of this Agreement.
- 9.4 Provided that University abides by the provisions hereof, SUN and any signatory SUN member groups and any non-attorney representing these groups agree to support UCSB's 2010 LRDP by submitting a letter to the Commission and not to file, fund or otherwise support by providing research, fact-finding, or advising any third party in filing any court action opposing or challenging the validity of any approvals, entitlements, or licenses for approval by the Commission of the 2010 LRDP, including CEQA compliance for the 2010 LRDP. SUN and any Signatory SUN member groups and any non-attorney representing these groups shall not oppose LRPD approval and final certification by the Commission, but may raise concerns and comments associated with issues not included or addressed in this Agreement. Nothing in this paragraph shall be deemed to prohibit any party from acting under or complying with the California Public Records Act (Government Code Sections 6250, *et seq.*) or other applicable law.
- 9.5 Provided that SUN and any signatory SUN member groups at the time this Agreement is executed abide by the provisions set forth in Sections 9.2, 9.3 and 9.4 of this Agreement, UCSB agrees to implement its commitments identified in Articles 2 through 7 of this Agreement.
- 9.6 SUN and any Signatory SUN member groups and any non-attorney representing these groups shall consult with University prior to any announcement concerning this Agreement in an effort for the parties to mutually agree upon and prepare a joint press release and hold a joint press conference, if any, announcing this Agreement. If the

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parties cannot mutually agree on either a joint press release or joint press conference, each is free in its discretion to make any announcement.

- 9.7 Up to the date of final Commission certification of the LRDP, SUN may identify other SUN member groups that desire to join in this Agreement, be bound by its terms and enjoy its benefits. The decision to allow such additional SUN member group(s) to be added to this Agreement shall be in the sole discretion of UCSB. Upon execution of this Agreement by any proposed additional SUN member group(s) and acceptance and co-execution by the Regents, the newly added SUN member group(s) shall be thereafter considered a SUN Signatory member group and subject to all of the benefits and burdens of this Agreement.

Article 10 GOOD-FAITH OBLIGATIONS

SUN and University agree to cooperate fully, expeditiously, reasonably, and in good faith in the implementation of this Agreement; to execute any and all supplemental documents, gather and publish data, and to take all additional lawful and reasonable actions which may be necessary or appropriate to give full force and effect to the terms and to fully implement the goals and intent of this Agreement. SUN and University also agree to exercise good faith, individually and through counsel, in an effort to identify and to amicably resolve any issues, misunderstandings or disagreements that may arise with respect to the terms of this Agreement, including consideration of any proposed amendments necessitated by changed circumstances, changes to applicable law, substantial technological advances or other, similar factors or developments.

Article 11 COMPREHENSION OF AGREEMENT

SUN and University represent that in entering into this Agreement they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, and that the terms

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of the Agreement are fully understood and voluntarily accepted. This Agreement has been jointly drafted by the parties, and its provisions shall not be construed against either party on the basis of authorship.

Article 12 GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Venue for any dispute arising hereunder shall be in Santa Barbara County Superior Court.

Article 13 NO ADMISSION OF LIABILITY

This Agreement is not an admission of liability by any party to this Agreement to the any other party or to any third party. It is the intent of the parties that this Agreement is a compromise of disputed claims.

Article 14 AUTHORIZATION

SUN and University hereby represent and warrant that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary actions, and that the individuals who execute this Agreement on each party's behalf are duly authorized to do so.

Article 15 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between SUN and University with respect to the settlement of disputes arising or expected to arise out of the aspects of the 2010 LRDP approval addressed herein. Any other terms, promises, provisions, obligations or agreements by or between the parties shall be enforceable only as set forth in any other

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applicable written agreement. If any provision of this Agreement is held to be illegal, invalid or unenforceable, each party agrees that such remaining provisions shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. Further, if a future enacted state or federal law or regulation applicable to the University conflicts with any term or condition of this Agreement, the state or federal law or regulation shall take precedence.

Article 16 EFFECTIVE DATE

This Agreement shall become effective upon full execution by SUN and University which may occur in counterparts such that one or more signatures may appear on separate pages. The signatures of counsel may be provided through facsimile transmission.

Article 17 AMENDMENT

Neither this Agreement nor any term, provision or condition hereof may be amended and no obligation duty or liability of any party hereto may be released, discharged or waived except in a writing signed by each party hereto. Either Party may propose an amendment to any Article, in whole or in part, of this Agreement, which shall be considered in good faith by the non-proposing party. Proposed amendments shall be made in writing by submitting proposed alternative or revised language or an alternative concept for any terms, rights and obligations contained in any Article herein. Any party may decline any request for amendment after having given it good faith consideration. In the event an amendment request is rejected, either party may engage a mediator or other form of alternative dispute resolution at their own expense. The other party shall participate in such processes in good faith.

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Article 18 NO ASSIGNMENT

No party to this Agreement shall assign any of its respective rights or delegate any of its respective obligations under this Agreement without the prior written consent of all parties hereto.

Article 19 TIME IS OF THE ESSENCE

Time shall be of the essence in the performance and/or satisfaction of this Agreement and/or each individual term, promise, provision, obligation, sentence, clause, section or paragraph hereof.

Article 20 DEFAULT

The failure of any party to timely satisfy any obligation, promise, agreement, provision, term, sentence, clause, section or paragraph of this Agreement shall constitute a substantial breach of this Agreement and a default hereunder.

Article 21 REMEDIES

In the event of the breach and/or default by any party to this Agreement of any obligation specified in this Agreement, the other parties shall be entitled, in accordance with applicable law, to sue for and obtain injunctive, mandate and any other equitable relief to ensure that the breaching or defaulting party satisfies and complies with this Agreement, and/or each and every individual term, provision, obligation, clause, sentence, section and/or paragraph thereof. Money damages are not available to any Party as a remedy for breach of any obligation in this Agreement. In the event of breach and/or default by SUN or any SUN members signatory hereto

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as identified in Appendix A with regard to the commitments identified in Section 9.3, UCSB is relieved of all commitments or obligations as set forth in this Agreement.

Article 22 WAIVER

The waiver by any party of any breach or violation of any term, covenant, provision or condition of this Agreement shall not be deemed a waiver of such term, covenant, provision or condition, or of any subsequent breach or violation of the same, or of any other term, covenant, provision or condition.

Article 23 TERM

This Agreement shall remain in full force and effect until such time, if any, as the 2010 UCSB LRDP is superseded by a subsequently adopted LRDP.

Article 24 SURVIVAL OF PROVISIONS

Those obligations of the parties which by their nature are intended to survive the termination of this Agreement shall survive the termination hereof.

Article 25 NOTICE TO PARTIES

Any and all notices or data or other documents required or permitted to be served by one party upon the other(s) shall be directed to the following representatives of the parties:

Sustainable University Now:

Marc Chytilo
Law Office of Marc Chytilo
P.O. Box 92233
Santa Barbara, CA 93190

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Richard Flacks
1603 Garden Street
Santa Barbara, CA 93101

University of California, Santa Barbara:

Executive Vice Chancellor
Office of the Executive Vice Chancellor
University of California, Santa Barbara
5105 Cheadle Hall
Santa Barbara, CA 93106
Mail Code 2035

IN WITNESS WHEREOF, SUN and University have caused this Agreement to be executed as of the date last written below.

[signatures on next page]

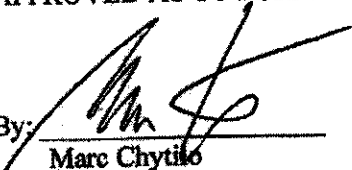
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SUSTAINABLE UNIVERSITY NOW

By: 
Richard Flacks, Chair

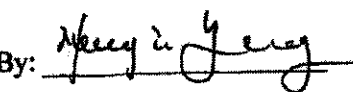
Date: 3/14/2011

APPROVED AS TO FORM:

By: 
Marc Chytilo
Counsel for SUN

Date: 3/14/2011

THE BOARD OF REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: 

Date: 3/15/2011

APPROVED AS TO FORM:
COUNSEL TO THE REGENTS

By: 

Date: 3/15/11

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**APPENDIX A
LIST OF S.U.N. COALITION GROUPS**

- Citizen’s Planning Association of Santa Barbara County (CPA);
- Coalition for Sustainable Transportation (COAST);
- League of Women Voters, Santa Barbara Chapter;
- Santa Barbara County Action Network (SBCAN);
- SBCAN Action Fund (SBCANAF);
- Santa Barbara Audubon Society.

APPENDIX B– CAMPUS CONSULTATION PROCESSES

Under shared governance, the University engages in robust and meaningful campus consultation processes whenever significant new policies, programs, or changes to existing policies are considered. Typically the campus consultation process will be targeted to those segments of campus population affected directly, or indirectly, by whatever matter is under consideration. In an effort to increase effectiveness of this consultation process, a number of representative committees are in existence, or are formed for the purpose of such consultation. The recommendation of any committee engaged in campus consultation is considered advisory and is presented to the University decision-maker with approval authority to adopt the proposed new or revised policy or program. These committees include, but are not limited to the following:

Academic Senate
Academic Senate Council on Planning and Budget
Academic Senate Committee on Committees
Academic Senate Graduate Council
Academic Senate Undergraduate Council
Advisory Council on Campus Climate, Culture, and Inclusion
Chancellor’s Advisory Committees – Ad Hoc
Chancellor’s Advisory Committee on Student Housing
Chancellor’s Advisory Committee on Faculty and Staff Housing
Chancellor’s Advisory Committee on the Status of Women
Chancellor’s Staff Advisory Council
Chancellor’s Outreach Advisory Board
Campus Planning Committee
Coordinating Committee on Budget Strategy
Design Review Committee
Associated Students
Graduate Student Association
Residence Halls Association
Student Fee Advisory Committee
Campus Sustainability Committee

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UCSB Community Housing Authority
Isla Vista Commission
Transportation Alternatives Board
Parking Ratepayers Board

Appendix C

UCSB Sustainability Implementing Guidelines for the UC Policy & Guidelines on Sustainable
Practices - Renewable Energy

UCSB Climate Action Plan

Attachment A – Wetland Boundary Map