

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CULVER CITY
AND
COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION
FOR
THE STONEVIEW NATURE CENTER OPERATION**

This Memorandum of Understanding (MOU) is made and entered into on June 4, 2014, between the City of Culver City (City) and the County of Los Angeles Department of Parks and Recreation (County) regarding the design, construction and operation of the Stoneview Nature Center site (Center).

WITNESSETH

WHEREAS, the County is the owner of the property located on 5950 Stoneview Drive, Culver City CA 90232 (Property), adjacent to the Kenneth Hahn State Recreation Area (Hahn Park), and is committed to providing recreational opportunities and services to residents of Los Angeles County; and

WHEREAS, the 5-acre Property is located within the City of Culver City, and the City is also committed to providing its residents with recreational opportunities and services; and

WHEREAS, the construction of the Center will include a community building, gardens, landscaping, walking paths, parking lot, and other site amenities.

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

I. PURPOSE

The purpose of this MOU is to set out terms and conditions under which the City and County agree to cooperatively work together addressing Center-related matters for mutual benefit of the community.

II. DESIGN

City shall be provided an opportunity to review and comment on scoping documents during the design process of the Center. The City shall provide comments to the County of Los Angeles Department of Public Works (DPW) within two (2) weeks of receipt in order to ensure prompt consideration.

III. CONSTRUCTION

Construction of the Center shall only take place between 8:00 a.m. and 5:00 p.m. Monday through Friday; no construction shall take place on weekends/holidays. Debris shall only be removed from the site between 9:00 a.m. and 4:00 p.m.

Monday through Friday. All construction related vehicles will be parked on the Center site. There will be no parking of construction related vehicles (including construction workers) in the adjoining neighborhood. DPW will designate Alioune Dioum, Project Manager, with the County Public Works Department as the ombudsmen who will address any questions or concerns during the construction process. A sign will be posted with the project manager's contact information.

IV. TRAFFIC ALLEVIATION

Since January 2013, DPW has operated a community shuttle, known as The Link: Baldwin Hills Parklands (Shuttle), which runs on a loop from the Exposition Line Light Rail Station at La Cienega Boulevard to the Baldwin Hills Scenic Overlook and Hahn Park. Once the Center is completed, the route of the Shuttle will be modified to also stop at the Center on weekends and holidays from 8:00 a.m. to 5:00 p.m. The shuttle loop runs approximately every 20-25 minutes. The modified route will be maintained as long as there is a demonstrated demand for the service (an average of five passengers per hour during the highest two hours of usage during the day). However, if demand is consistently low, the County will work with the City to promote the Shuttle before modifying or halting the route.

There shall be no directional signage to the Center from nearby thoroughfares and intersections including but not limited to Jefferson Boulevard and La Cienega Boulevard.

County shall allocate \$100,000 for potential future traffic and parking analysis and potential traffic-calming and parking mitigation measures, should the City, in collaboration with the County, determine such measures are needed after the Center opens. If mitigation measures prove to be inadequate and if, in particular, parking demand exceeds supply at the site or an increase in daily traffic of 120 vehicles or more attributable to the Center is measured on any of the surrounding City streets, County, in consultation with City, shall consider additional mitigation measures (funded by County), including restrictions on the number or size of park activities or closing/restricting trail access from the park.

A traffic monitoring program should be established that includes taking "before-project" traffic counts and parking surveys on Stoneview Drive and Lenawee Avenue between Stoneview Drive and Wrightcrest Drive (at both ends of Stoneview to capture vehicles entering the Center from both directions) and the School site prior to construction, and "after-project" traffic counts and parking surveys once the Stoneview Nature Center is open and operating. The before and after data will be compared to determine the actual increase in daily traffic and parking utilization associated with the project and be used in determining the need for further mitigation as previously stated.

The County will meet and confer with the City on any proposed changes.

V. PARKING

It is anticipated that the Center and associated parking lot shall be open daily for public access from 8:00 a.m. to 5:00 p.m. (unless otherwise noted for night community meetings, voting, and special programs). Parking shall be provided to the public free of charge and vehicular access shall be controlled.

County shall designate a specific parking area at Hahn Park for users of the planned Park to Playa trail. Approximately 20-30 parking spaces shall be located at the entrance to the Olympic Forest and shall be free of charge for trail users. The parking spaces shall be constructed in coordination with the Park to Playa improvements planned for Hahn Park; construction is scheduled to begin in 2014.

The Center shall consist of low-impact design features consistent with the schematic plan presented to the community, which was designed to limit parking demands.

The County will meet and confer with the City on any proposed changes.

VI. PARK ACTIVITIES AND OPERATIONS PLAN

Consistent with the plans envisioned during the community planning process, park activities shall generally consist of passive uses including, but not limited to, small organized tours through the facility and gardens, planting in the community gardens, yoga classes, walking, and cooking demonstration classes.

It is anticipated that the building at the Center site shall be staffed daily by County employees from 8:00 a.m. until 5:00 pm. (unless otherwise noted for night community meetings, voting, and special programs). The building shall also be made available on a scheduled basis to the Blair Hills Neighborhood Association and other local homeowner and community organizations for meetings and events including, but not limited to, voting, disaster preparedness, and other educational workshops, subject to County policies.

No amplified music or alcoholic beverages will be allowed; however, this policy will be reviewed and reevaluated as necessary at quarterly community meetings.

For all events at the Center attracting a large number of people (over 50 and up to 100), parking utilization shall be monitored and reported by County park staff to see if the on-site parking is adequate to accommodate the combined parking demand from the event and other park visitors. The County shall notify the City in advance of all such events during the first year of operation so that the City will be able to independently verify that on-site parking demand is being met. If the County and City jointly determine that the parking demand cannot be accommodated on-site, the maximum size of future events will be reduced accordingly.

In addition to the above, if noise complaints or other nuisance issues related to events become a problem, the County and City will work cooperatively to alleviate the problem, either through additional controls on the type of events allowed, the time of day that these events are scheduled, a reduction in the number of such events at the facility, and/or by reducing the size of future events. County will restrict the number of events over 50 and up to 100 attendees, to no more than twelve per year.

The County will meet and confer with the City on any proposed changes.

A formal operations plan shall be drafted by the County.

VII. CONFORMANCE WITH THE REVISED INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION FOR THE STONEVIEW NATURE CENTER

The County will fully implement, comply with, and enforce all of the mitigation measures set forth in the Revised Initial Study/Mitigated Negative Declaration for the Stoneview Nature Center to the extent required by law. The requirements of this MOU should be considered additive to and not in place of such mitigation measures. In the event of a conflict in the requirements of the two documents, the more stringent requirement will apply.

VIII. QUARTERLY COMMUNITY MEETINGS

County shall meet quarterly with community stakeholders and City representatives to review and address traffic, parking and other concerns associated with the Center site. This shall be coordinated through the Blair Hills Homeowners Association. These meetings shall continue until they are jointly determined to no longer be necessary by the County, City, and Blair Hills Homeowners Association.

The County will meet and confer with the City on any proposed changes.

IX. AMENDMENTS

This MOU may only be amended by mutual consent of both parties. Neither verbal agreements nor conversation by any officers, employees and/or representatives of either party shall affect or modify any of the terms and conditions of this MOU.

Any change to the terms of this MOU, including those affecting the responsibilities of the parties shall be incorporated into this MOU by a written amendment that is properly executed.

X. GENERAL PROVISIONS

A. Applicable Law

The terms of this MOU shall be interpreted according to the laws of the State of California. If litigation arises out of this MOU, the venue shall be

in the Superior Court of Los Angeles County. The parties hereto shall be bound by all federal, state and local laws, ordinances, regulations, and directives pertaining to the services to be performed hereunder.

B. Rights and Remedies Are Cumulative

Except as otherwise expressly stated herein, the rights and remedies of the parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party. Except as otherwise expressly stated herein, neither party is waiving any rights or remedies it may have under applicable law, and no such waiver will be implied or inferred in the absence of express language of any such waiver.

C. Attorney Fees

Each party shall bear its own attorney's fees and other costs in any legal action or other proceeding including arbitration or an action for declaratory relief brought between the parties to enforce this MOU or because of a dispute, breach, default, or misrepresentation in connection with this MOU.

D. Further Acts

Each party hereto shall execute such further documents and do such further acts as may be reasonably required to effectuate the parties' intent and carry out the terms of this MOU.

E. Severability

If any clause, provision or section of this MOU shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions.

F. Authority

Contingent upon approval of the respective governing boards, each person executing this MOU on behalf of a party hereby represents and warrants that (i) the signatory hereto has authority to sign on behalf of the stated party, (ii) such authority has been duly and validly conferred by that party's governing body, and (iii) said entity has full right and authority to enter into this MOU.

G. Term

This MOU shall be effective upon execution by all parties. It shall remain in full force and effect, unless terminated sooner, for ten (10) years from the date of execution. Thereafter, the MOU may be extended for two (2) optional five (5) year terms, for a maximum term of twenty (20) years, upon mutual written agreement by both parties. Notwithstanding the above, at any time during the term of this MOU, either party may terminate the MOU upon 365 day written notice to the other party.

IN WITNESS WHEREOF, the City of Culver City and the County of Los Angeles Department of Parks and Recreation hereto have executed this MOU on the day, month, and year first written above.

THE CITY OF CULVER CITY

By Martin R. Col

20 FEB 2014
Date

Title: ASST. CITY MANAGER

**COUNTY OF LOS ANGELES DEPARTMENT OF
PARKS AND RECREATION**

By John C. Wicks

6/4/14
Date

Title: Chief Deputy Director

APPROVED AS TO FORM:

County Counsel

By: Chitra A. Salsode Date: 3/26/2014

Culver City, City Attorney

By: Heather Baker Date: 2/20/14
Heather Baker
ASSISTANT CITY ATTORNEY