

APPENDIX C  
MEMORANDUM OF UNDERSTANDING

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of ~~December 21, 2004~~ Jan 12, 2005, by and between the LOS ANGELES COMMUNITY COLLEGE DISTRICT, a community college district (“District”) comprised of nine community colleges, including the West Los Angeles College (College), and the following associations: RAINTREE TOWNHOUSE ASSOCIATION, RAINTREE CONDOMINIUMS ASSOCIATION, TARA HILLS, CULVER CREST NEIGHBORHOOD ASSOCIATION, LAKESIDE VILLAS HOMEOWNERS’ ASSOCIATION, INC., LAKESIDE VILLAGE HOMEOWNERS ASSOCIATION, INC., CULVER CITY CREEKSIDE RESIDENTS’ ALLIANCE, and BLAIR HILLS ASSOCIATION (collectively referred to herein as “HOAs”) with the intention that it shall be a binding agreement between the parties (subject to the provisions of Sections E1 and F below). This MOU is entered into with reference to the following facts and objectives:

I. Pursuant to the California Environmental Quality Act (“CEQA”), the District, as the lead agency, caused to be prepared and circulated for public review a Draft Environmental Impact Report dated September 2004 (“DEIR”) relating to certain projects contemplated by the District on the campus of the College (the “Projects”), and described in the DEIR and the College’s Facilities Master Plan dated April 2003 (the “Master Plan”).

II. During the public review and comment period following publication of the DEIR, the HOAs raised a number of concerns they had with respect to the DEIR and the Projects.

III. The District recognizes that participation by the HOAs and other community members in the process contemplated by CEQA is important.

IV. The District and the HOAs are entering into this MOU to memorialize their agreements regarding the Projects.

NOW, THEREFORE, the parties agree as follows:

**A. Scope of EIR.** The final Environmental Impact Report adopted by the District for the Projects shall specifically state that it has not analyzed any of the improvements listed in this Section A (even though some of them are alluded to in the DEIR) and that such Environmental Impact Report does not constitute a Project Environmental Impact Report for any of said improvements, and that none of said improvements shall be undertaken unless and until a new, subsequent or supplemental Environmental Impact Report analyzing the same shall have been prepared and adopted by the District. The improvements to which the foregoing provisions apply are: (i) ice skating rink, (ii) community center, (iii) theater, (iv) media arts center, (v) plant operations and storage facilities (which the DEIR indicates is to be located to the west of the existing Plant Facilities complex), and (vi) the unidentified improvements, if any, shown on Figure S-4 of the Master Plan as “Proposed Buildings.”

**B. Existing Mitigation Measures.** The final Environmental Impact Report and the conditions of approval adopted by the District for the Projects shall include each of the mitigation measures discussed in the DEIR, with the following modifications:

1. Mitigation Measure V-3 shall be expanded to include all streets on or around the College campus, rather than only Freshman and Stocker Streets.

2. The following shall be added to Mitigation Measure V-3: Landforms and landscapes shall be promptly installed on the south side of Stocker Street as mitigation and aesthetic

measures. The foregoing shall be designed in conformity with the College's Campus Aesthetic and Landscaping Guidelines, Final Submittal, dated August 10, 2004 (the "Aesthetic and Landscape Campus Guidelines"), and based on input from the HOAs representing homeowners located in the vicinity of Stocker Street.

3. Mitigation Measure V-2 shall make it clear that tennis courts are included in the phrase "sports fields."

**C. Additional Mitigation Measures.** The final Environmental Impact Report adopted by the District for the Projects shall include the following mitigation measures, in addition to those already included in the DEIR:

**1. Construction Activities:**

The District shall ensure that construction activities undertaken by the District or at its direction on or in the vicinity of the College campus will not cause undue or unnecessary disruption to, or interference with, the residents of the surrounding community. (As used herein, the term "construction activities" shall be interpreted in the broadest possible sense, and shall include, without limitation, construction, grading or landscaping work, maintenance activities, the delivery of materials to the College campus, and the hauling of soil or debris away from the campus.) Without limiting the generality of the foregoing, the District agrees to the following:

a. All construction activities shall be undertaken in total and complete conformity with all laws, rules and regulations imposed by the City of Culver City on construction activities taking place within its borders (even though the College campus is not located within the borders of the City of Culver City).

b. No construction activities shall be permitted to take place at or in the vicinity of the College other than during the following days and times: Monday through Friday: 8:00 a.m. – 6 p.m., and Saturday: 9 a.m. – 4 p.m. No construction activities shall be permitted to take place on Sundays. Notwithstanding the foregoing, the College may engage in reasonable construction activities at other times to the extent the same are necessary to address unexpected emergencies that threaten life or property.

c. Construction vehicles (as defined in Section C1d below) shall not be permitted in the City of Culver City limits until 8 a.m. Monday thru Friday and 9 a.m. on Saturday.

d. Parking for construction vehicles will be restricted to the designated construction staging and parking sites shown on Exhibit B. No construction vehicles shall be permitted to stand, park, or stage at any location other than the construction staging and parking areas shown on said Exhibit B. Without limiting the generality of the foregoing, no construction vehicles shall be permitted to stand, park or stage on the streets surrounding the College campus or on any Culver City street. As used in this Agreement, the term "construction vehicles" shall include all vehicles participating in any construction work on the College campus and all vehicles hauling materials, debris or other items relating to the construction projects to or from the College campus. All vehicles carrying workers or other people involved in the Projects to the College campus must park in ~~campus parking lots (or in~~ designated construction staging and parking sites, and shall be absolutely prohibited from parking IN CAMPUS PARKING LOTS OR STRUCTURES, on Freshman Drive, Sophomore Drive, or Stocker Street, or on neighborhood streets.

e. In the event and to the extent that Lot 8A is utilized as a construction staging and parking area, it shall be so used as a staging and parking area only in connection with the

construction of Parking Structure 8. Lot 8A shall not be used as a construction staging and parking area in connection with any other construction activity.

f. The District shall take (and shall cause all persons involved in the Projects to take) appropriate reasonable steps within its (or their) control to minimize the amount of any noise and air pollution generated by construction activities and shall implement all feasible mitigation measures to protect the community against any potentially harmful effects of such pollution. Without limiting the generality of the foregoing, for all construction activity taking place on or in the immediate vicinity of the temporary access road and the permanent second access road, the District shall insure that no construction or other vehicle utilizes a system that sounds warning beeps when the vehicle backs up; rather, the District shall require the use of additional personnel or other means to assure backup safety. In addition, the District shall install a decibel monitoring system at construction locations in order to monitor noise impacts from construction.

g. During construction of the Projects, the District shall ensure that there is sufficient on-campus parking for enrolled students (as well as for staff, construction workers, and other invitees), so as to minimize and dissuade student parking on the residential streets of the surrounding community. To that end, the District has prepared, and attached hereto as Exhibit C, a schedule of parking which estimates the number of on-site parking spaces for each quarter during the project period, and a construction schedule showing the order in which each of the proposed Projects will be constructed, and demonstrating that at all times there will be an adequate supply of parking spaces on campus to handle all projected students, employees, construction personnel and invitees of the College. The College will not deviate from the order shown in the construction schedule in any way that could delay the commencement or completion of construction of any parking lot or structure or that would accelerate the commencement or completion of construction of any other improvement, unless the College notifies the HOAs and the City of Culver City of any intended deviation from the order shown in the schedules, and demonstrates that there will at all times be an adequate supply of parking on campus to handle the needs of the College's students, staff, construction personnel and guests.

h. The District shall keep the HOAs fully and timely informed regarding all upcoming construction activities. At a minimum, this shall include quarterly written communications concerning all activities contemplated for the next three months, and updates whenever changes are made that will be implemented prior to the next quarterly report.

i. The District shall construct a temporary access road connecting the north side of the College campus to Jefferson Boulevard, and shall construct said temporary access road at a location in close proximity to the designated permanent second access road. Said road shall be designed to minimize the noise and air pollution that will be heard and experienced by residential neighbors, and shall remain in service until the District constructs the permanent second access road. The temporary access road shall be used only for construction purposes, and the College shall prohibit it from being used for other purposes, including student access to the campus, or as a shortcut from Jefferson Boulevard to Overland Avenue.

j. No construction activities of any kind or nature shall be permitted on the College campus unless and until either the temporary access road or the permanent second access road has been completed and is fully operational. No construction vehicles (as defined in Section C1d above) having a gross vehicle weight in excess of 6,000 pounds shall be permitted to use the Overland/Freshman entrance to the College. All such vehicles shall enter campus via the new access road and shall enter said access road by traveling west on Jefferson Boulevard and making left turns onto the new road

[1st Amendment Addition] The monitors shall begin operation a reasonable period of time prior to commencement of construction so that their initial measurements can establish pre-construction noise levels. The data from the monitors will be made available to the HOAs on a weekly basis through internet access and will be monitored by the Ombudsman for excessive noise events.

k. Concurrently with the commencement of construction activities relating to (i) the Lot 8 parking structure, and (ii) the temporary access road, the District shall construct:

(i) an appropriate earth berm between Stocker Street and the properties to the south of the College, which berm shall be fully landscaped and include a watering system, and

(ii) an appropriate earth berm between the site of temporary and permanent second access road and the neighboring residences, which berm shall be fully landscaped and include a watering system.

All berms shall be designed in accordance with the best accepted noise and other mitigation standards to minimize the intrusion of construction, road and campus noise and light into the surrounding community, and shall be landscaped so as to be aesthetically pleasant from both surrounding community and campus perspectives.

l. All modifications to roads within and surrounding the College that are located near residential areas (such as the proposed connection of Stocker Street to C Street) shall be designed so as to minimize the impact of noise and lights on the College's neighbors.

m. Within thirty (30) days after certification of the EIR, the District shall prepare a written construction mitigation plan for the Projects containing legally binding construction mitigation requirements that the College will follow at all times during the implementation of the Master Plan. Copies of the construction mitigation plan shall promptly, and at no charge, be distributed to the Presidents of the HOAs and the Director of Public Works for the City of Culver City. Copies of the construction mitigation plan shall also be available at the College President's office to any member of the public who so requests a copy. The District shall make such reasonable modifications to the plan as any of the foregoing shall request, and shall insure that the construction mitigation plan shall be regularly updated so that all information contained therein is current. At a minimum, the construction mitigation plan shall address each and all of the matters set forth on Exhibit A attached hereto.

n. Appropriate noise and light mitigation measures shall be employed by the District such that during both construction and campus operation, the noise and light levels experienced by the surrounding communities due to said construction and operational activities shall comply with (i) then applicable California standards and (ii) Culver City standards existing as of the date of this Agreement.

o. Prior to the commencement of construction, noise monitors shall be installed at two locations along the southern extent of the Raintree town houses facing Freshman Drive, one location on the Raintree border facing the new access road, one location along Ballona Creek, and one location facing Stocker. Said monitors shall be operated continuously throughout the construction and subsequent campus operation phases. The data from these monitors shall be made available to the HOAs. Should such data indicate that campus noise creates a noise environment at the stations in excess of applicable California or existing Culver City noise standards, noise mitigation measures shall be increased until such standards are met.

## 2. Community Outreach:

The District recognizes that community outreach is important for purposes of communicating with the community regarding the progress of the Projects, as well as providing information regarding College facilities and events taking place on campus. To ensure that the community is well-informed concerning these and other significant campus-related matters, the District agrees:

[1st Amendment Addition of a New Section] After completion of the modification of Albert Vera Drive, bus traffic along Freshman Drive is scheduled to cease. If such traffic is reintroduced by the College at a later date, the HOAs will be given as much advance notice as possible.

a. The District shall take reasonable steps to keep the community informed about public access to College facilities, campus activities, and other events taking place on campus, by sending flyers or other notices to the HOA's, and advertising in HOA newsletters, local newspapers, the campus website and the Internet.

b. The District shall identify an employee or authorized agent to serve as an Ombudsperson during the period of construction of the Projects to respond to questions and concerns from the surrounding community concerning the construction of the Projects, ensure that the mitigation measures adopted by the District are implemented and the agreements contained within this MOU are observed, and facilitate, to the extent feasible, the prompt resolution of any issues that may arise relating to such matters. The name, title and telephone number of the Ombudsperson shall be distributed twice per year to the presidents of the HOAs and any other persons designated by the presidents of the HOAs to receive it. The Ombudsperson shall be available on a 24 hour a day basis, 365 days a year, to respond to HOA presidents or designated representatives within 30 minutes of an initial call. The Ombudsperson shall have authority to initiate a response on behalf of the College and the District in all foreseeable matters.

c. The HOAs are invited to contact the College President directly with any questions or concerns that may arise during the construction of the Projects and implementation of the Master Plan. The College President will make all reasonable efforts to address any such questions or concerns in a timely manner, and to the extent feasible, facilitate the prompt resolution of any problems that may arise.

d. During the implementation of the Master Plan, the District agrees to schedule guided campus tours of the College campus for the presidents of the HOAs and other members of the community that request such tours for the purposes of responding to questions and concerns regarding the construction of the Projects under the Master Plan. The dates, times and scope of such tours shall be within the discretion of the College President.

e. The recreational facilities at the College, including the football field, track, tennis courts, basketball courts, baseball field, softball field, soccer fields, etc, shall remain open and available for public use whenever the campus is open so long as such use does not directly interfere with a specific College event, class or activity, then being held on such facilities.

f. Meeting rooms and other comparable facilities on the College campus shall be made available to nonprofit organizations, clubs and associations in accordance with State law.

### **3. Aesthetic Elements of the Campus:**

a. The District (in consultation with the City of Culver City and the HOAs) shall develop and abide by, a formal landscaping plan that will include provisions mandating the replacement (when necessary), retention and maintenance of all existing trees along all portions of the College's perimeter. The District further agrees to implement all aspects of the landscaping designs set forth in the DEIR and the College's Master Plan, including the planting of indigenous and drought-resistant trees, shrubs and plants.

b. The District (in consultation with the City of Culver City and the HOAs) shall develop a lighting plan for the College campus prior to the installation or replacement of any light fixtures on or around the campus (including but not limited to the new and existing parking areas and the streets surrounding the campus). The lighting plan shall specify that nighttime lighting must be located and designed (including, wherever appropriate, the incorporation of full-cutoff shielded fixtures or three-sided fixtures pointed at least 45 degrees below horizontal) to contain

the light within the campus and avoid spillover lighting impacts on off-campus properties, including the adjacent residential areas to the south and northwest of the campus and the Baldwin Hills to the north and east. All new lighting shall comply with the lighting standards set forth in the approved lighting plan, which lighting standards shall meet all requirements of California lighting standards.

c. Except for safety and/or emergency reasons, any future athletic field lighting must be shut off no later than 11:00 p.m. each night.

d. Any new lighting installed on the roads surrounding the College campus, and any replacements for the existing lighting on said streets, shall comply with the lighting standards set forth in the approved lighting plan, which lighting standards shall meet all requirements of California lighting standards.

e. Signage on the campus shall be consistent with the standards set forth in the Aesthetic and Landscape Campus Guidelines.

f. The District shall not install reflective, mirrored, or dark glass on the exteriors of the new buildings on the campus.

g. Prior to relocating the recycling center, the District will invite HOA members to review the design, inspect existing operations, and comment about the recycling center. The design for the relocated recycling center shall utilize the same equipment and otherwise be comparable to that for the recycling center on the Santa Monica Pier which the District has shown to certain HOA representatives.

#### **4. Campus Activities:**

a. No more than 15 organized American football games (of any level – college, high school, or other) shall be played on campus during any calendar year.

b. The use of all College facilities shall continue to be governed by the applicable District and College policies and procedures, including but not limited to the rules for conduct on campus, Civic Center Permits and Permits for Use.

c. The District shall prohibit organized sporting, entertainment, public service, religious and similar events on or about the College campus before 8:00 a.m., and after 10:00 p.m. Sunday through Thursday, and after 11:00 p.m. Fridays and Saturdays.

d. The District shall take reasonable steps to minimize, to the maximum extent feasible, the noise impacts of campus sporting, entertainment, public service, religious and similar events on adjacent residential neighborhoods. To that end, the District agrees that bleachers shall be constructed with noise attenuating attributes to the extent feasible.

e. The District shall prepare a parking plan and take reasonable steps to encourage students to park on the Campus rather than on surrounding residential neighborhood streets. The District shall conduct periodic parking surveys during each semester (and specifically including at least the first two weeks of every semester) and if it is determined that students are parking on neighborhood streets, the District shall make such modifications to its parking plan as are necessary to discourage such parking.

f. The District shall identify an employee or authorized agent to serve as an Ombudsperson who will serve as a liaison between the HOAs and the College, and will be available to respond to questions or concerns from the surrounding community concerning campus activities and other matters relating to the College campus and the roads surrounding the campus, and to facilitate, to the extent feasible, the prompt resolution of any issues that may arise relating to such matters. The name, title, and telephone number of the Ombudsperson shall be

4.j Prior to relocating the Recycling Center, the College will have a comprehensive CEQA-like environmental analysis prepared. Mitigation measures will be identified for any item noted as needing mitigation. The results of the analysis and list of planned mitigation measures will be shared with the HOA's. An opportunity for consultation with the HOA's will be provided prior to initiating the relocation of the Recycling Center to allow for alternate suggestions or improvements on the proposed mitigation measures.

distributed twice per year to the presidents of the HOAs and any other persons designated by the presidents of the HOAs to receive it. The Ombudsperson shall be available on a 24 hour a day basis, 365 days a year, to respond to HOA presidents or designated representatives within 30 minutes of an initial call. The Ombudsperson shall have authority to initiate a response on behalf of the College and the District in foreseeable matters, and without limiting the generality of the foregoing, shall have the authority to terminate the event in accordance with District rules and regulations.

g. No special event shall be permitted on the College campus or the surrounding roads unless the organization sponsoring the event has designated a special event coordinator who will be on site during the event and who will have authority to deal with all complaints concerning the event.

h. At least two weeks before each outdoor special event, written notice shall be sent to all HOAs, apprising them of the date, time, size and nature of the event. Such notice shall also inform the neighborhood representatives of any construction/assembling/removal activities that will occur in connection with holding the special event and the times permitted for such construction/assembling/removal. The name and telephone number of the special event coordinator shall also be provided.

i. Each special event coordinator holding outdoor activities shall be provided with a written notice prior to commencement of their event reminding the special event coordinator that residents live close to the College campus. The special event coordinator shall be provided with a list of rules and regulations for their event. Such rules and regulations shall be developed in concert with input from the HOAs. Violation of such rules and regulations shall be grounds for immediate termination of the event.

##### **5. Second Access Road:**

Presently, the campus is served by only one access road at the intersection of Freshman Drive and Overland Avenue. In order to accommodate a growing student population, improve public and emergency vehicle access, and enhance safe circulation for the students, faculty and administration, it is desirable to construct a second access road to the campus. Under the Master Plan, the road is to be constructed at the northwestern-most end of the campus, connecting Sophomore Drive to Jefferson Boulevard. In order to construct the road at the location proposed by the District, and as shown in the EIR as alignment 1-D, the District must first acquire certain necessary property interests from at least four third-party property owners. One of these property interests is owned by the City of Los Angeles, which has indicated that it will not permit access to this parcel prior to mid-2007, when it anticipates completion of an air filtration plant that is currently under construction.

a. Although the City of Los Angeles will not permit access to its property until its proposed air filtration plant is completed, the District shall pursue efforts to acquire the other necessary property interests and commence construction of the road shortly after the City of Los Angeles has made its property available.

b. The District shall not occupy or otherwise use any of the classroom or other buildings to be constructed as part of the Projects unless and until the second access road is fully completed and open to traffic.

c. The second access road shall be designed and maintained in such a manner (possibly including the installation of physical barriers such as gates or bollards on said road or on other roads surrounding the College) that it is impracticable at all times (except in the case of an

5.e The actual alignment for the second access road, will, at no point, be located substantially closer to the existing townhomes and condominiums in the Raintree complex than Alignment 1d, and the intersection of said second access road with Jefferson Boulevard will be at a location that is currently controlled by a traffic signal.

emergency, when the gates could be opened or the bollards lowered) to use the second access road as a shortcut from Jefferson Boulevard to Overland Avenue.

d. If a road is built from La Cienega to an area in close proximity with the College, the District will use due diligence to implement a connection to this road for purposes of campus access. The District shall insure that no such additional access road can be used as a thruway from La Cienega Boulevard to Jefferson Boulevard or Overland Avenue.

## 6. Compliance with other Laws:

a. The District shall comply with all applicable City, County, State and Federal regulations, with respect to the storage, handling, transportation and disposal of hazardous waste. In addition to the foregoing:

i. The District shall obtain a satisfactory closure letter from all appropriate public agencies for the proper storage and disposal of hazardous chemicals and hazardous waste prior to construction of the new plant.

ii. All hazardous waste shall be stored and ultimately disposed of in a lawful manner and through appropriate procedures that do not create a hazard to the public or the environment.

b. The District shall comply with all applicable City, County, State and Federal regulations with respect to water quality and run-off. In addition to the foregoing:

i. To reduce potential water quality impacts to surface waters, the District shall implement Best Management Practices (BMP's) to comply with Standard Urban Stormwater Mitigation Plan (SUSMP) requirements that may be imposed on the District of the College by the relevant permittees under the Los Angeles Large MS4 Permit. Accordingly, proposed facilities and improvements shall comply with the following SUSMP design guidelines to reduce polluted runoff from new parking lots and impervious surfaces:

- Reduce impervious land coverage of parking area.
- Filter runoff before it reaches the storm drain system.
- Treat runoff before it reaches the storm drain system.
- Ensure adequate operation and maintenance of treatment systems, particularly sludge and oil removal.

ii. In compliance with the foregoing guidelines, the District shall implement BMPs outlined in California Storm Water Best Management Practices Handbooks (1993) produced by the Los Angeles County Department of Public Works. All redevelopment shall also be subject to BMPs as required by the SUSMP. Examples of BMPs are use of oil/water separators, infiltration basins, catch basins, and vegetated swales and strips.

## 7. Parking:

a. Total student enrollment of the College shall be capped at 15,000 students (based on a count of actual students, not "full-time equivalent" students) unless and until adequate parking is supplied to meet demand.

b. The District wishes to install parking meters on Freshman Drive, Sophomore Drive and Stocker Streets, but shall not do so if such installation will result in students of the College parking on neighborhood streets. To that end, the meters shall be installed in phases, as follows:

Phase 1	Sophomore Drive	No more than 60 meters
Phase 2	Sophomore Drive	No more than 60 additional meters
Phase 3	Freshman Drive	No more than 60 meters
Phase 4	Stocker Street	Entire street

[1st Amendment Addition of a lengthy New Section which begins as follows]  
Certain HOA representatives have expressed concern that there may be a shortage of parking on campus before completion of the new parking structure on Lot 8. If campus-related vehicle parking on neighborhood streets becomes a significant problem, the College will take adequate steps to address the problem ....

Phase 5	Sophomore Drive	No more than 60 additional meters
Phase 6	Sophomore Drive	Balance of the street
Phase 7	Freshman Drive	Balance of the street

The District shall proceed in the order shown in the above phasing schedule, so that work shall not begin on a particular phase until after the completion of the meter installations permitted by all of the lower numbered phases. Additionally, the District shall not commence work on any phase after Phase 1 until an appropriate time after the installation of the meters permitted by the immediately prior phase. After the completion of each phase, the District shall conduct a parking survey and solicit comments from residents of the adjoining residential neighborhoods. If it is determined that student parking on neighborhood streets is a significant problem, the District shall not proceed with any further parking meter installation phases until such parking has been stopped.

**D. Property Issues:**

The parties acknowledge that the District will only be able to implement the mitigation measures described in Sections C1i, C1j, C1k and C5c hereof if the District acquires ownership of the land affected thereby or receives express permission from the property owners to implement the measures on said property. It is therefore agreed that the District's obligation to implement each of the above-referenced mitigation measures is subject to its obtaining the requisite property rights, which the District agrees to use reasonable efforts to obtain. Notwithstanding the foregoing, the District (i) shall not engage in any further construction of the Projects after completion of the parking structure on Lot 8, and (ii) shall not occupy or otherwise use any of the classroom or other buildings to be constructed as part of the Projects, unless and until the District has either (a) acquired all of the needed property rights and fully implemented all of the above-referenced mitigation measures, or (b) prepared, circulated for public comment, and certified a subsequent environmental impact report for the Projects that assesses the impacts of proceeding without some or all of the above referenced mitigation measures and studies whether it would be appropriate to implement alternative mitigation measures.

**E. Enforcement of the MOU:**

1. The College's President is executing this MOU to indicate that it sets forth his recommendation for action. This MOU shall not be binding upon the District or other parties hereto unless and until it has been adopted by the District's Board of Trustees, in conformity with CEQA and in conjunction with the process for the approval and certification of a final environmental impact report for the Projects. In the event said Board of Trustees have not, by January 15, 2005, so adopted this MOU in its entirety, without modification of any kind, then this instrument shall be of no force and effect. The parties to this MOU understand and agree that the District will not be obligated to proceed with implementing the mitigation measures required hereby unless and until the District proceeds with the Projects. All parties hereto hereby waive any rights they may have to challenge the validity of the District's compliance with CEQA in connection with its adoption of the Master Plan; provided that this MOU is adopted by the District's Board of Trustees, as contemplated above, and that the District performs its obligations hereunder. This waiver shall not extend to any Addendum, Subsequent or Supplemental EIR.

2. By each HOA's execution of this MOU, each HOA signator represents that he/she has authority under the rules, regulations, bylaws, and CC&Rs of each HOA to execute this MOU on behalf of his/her HOA.

3. This MOU is being entered into for the benefit of, and only for the benefit of, the parties to this MOU. In the event that any party to this MOU brings a legal action to enforce compliance with the MOU, that party may seek “specific performance” of the MOU as a remedy.

**F. Parties:**

The initial paragraph and the signature blocks for this MOU identify a number of associations. It is acknowledged that not all of the named associations may elect to sign this MOU, and it is agreed that as soon as this MOU is signed by the College’s President and a representative of one HOA, this MOU shall thereafter be a binding agreement (subject to the provisions of Section E1 above) between the District and those HOAs that elect to sign this document, and the term “HOA,” as used in this MOU, shall mean and include only those associations that have signed this document.

IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the day and year first above written.

\_\_\_\_\_  
FRANK QUIAMBAO, President  
West Los Angeles College

\_\_\_\_\_, individually and as  
President of Raintree Townhouse Association

\_\_\_\_\_, individually and as  
President of Raintree Condominiums Association

\_\_\_\_\_, individually and as  
President of Tara Hills

\_\_\_\_\_, individually and as  
President of Culver Crest Neighborhood Association

\_\_\_\_\_, individually and as  
President of Blair Hills Association

\_\_\_\_\_, individually and as  
President of Lakeside Village Homeowners’ Association, Inc.

\_\_\_\_\_, individually and as

President of Lakeside Villas Homeowners' Association, Inc.

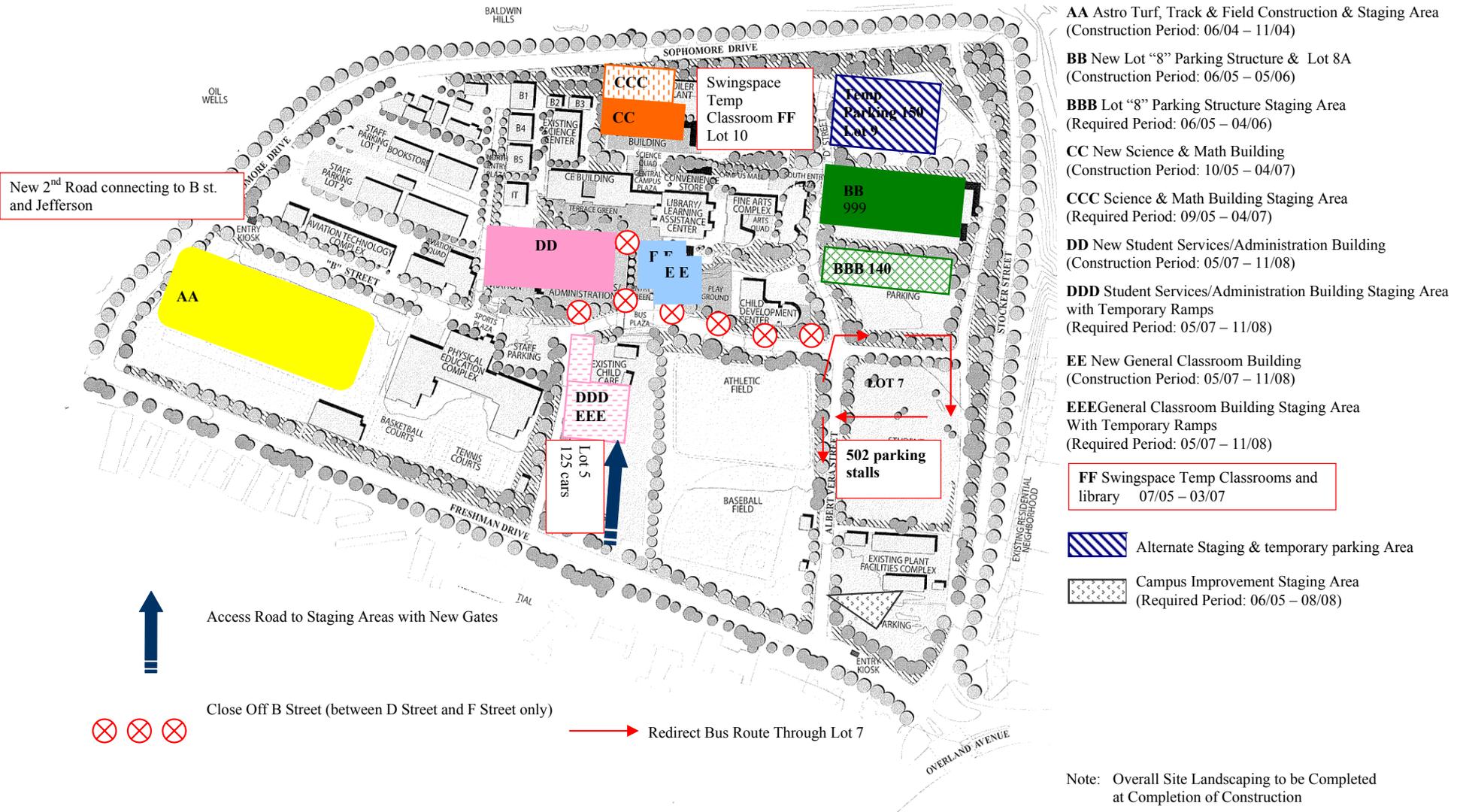
\_\_\_\_\_, individually and as  
President of Culver City Creekside Residents' Alliance

Exhibit A  
Guidelines for Construction Mitigation Plan

To the extent practicable, the Construction Mitigation Plan shall: (1) Specify the names, addresses, telephone numbers and license numbers of all contractors and subcontractors, as well as the name of the College President and the project architect; (2) Describe how demolition of any existing structures within the following six months is to be accomplished; (3) Indicate where any cranes are to be located for erection/construction within the following six months; (4) Set forth the extent and nature of any pile-driving operations within the following six months; (5) Establish construction and demolition delivery and haul routes so that such haul routes do not use the Overland/Freshman entrance and minimize use of Overland Avenue; (6) No deliveries or hauling or construction shall occur before 8:00 a.m. or after 6:00 p.m. Monday through Friday, nor before 9:00 a.m. or after 5:00 p.m. on Saturday, and no deliveries or hauling or construction shall be conducted on Sundays, nor shall idling delivery or hauling trucks be permitted to park on or near the campus or any adjacent residential neighborhoods outside these hours without turning off their engines; (7) Describe the number of anticipated truck trips, and anticipated hours of hauling and delivery (in compliance with the foregoing hours) anticipated to occur within the following six months, (8) Identify the name and cellular telephone number of the foreman responsible for ensuring compliance with the hauling and delivery trucks; (9) Specify the nature and extent of any helicopter hauling or deliveries of the next six months; (10) Identify the location on the campus where construction and demolition workers shall be required to park their vehicles; (11) Prohibit radios on the construction sites; (12) State all proposed construction noise mitigation measures to be implemented during the following six months; (13) Describe all construction security measures -- including fencing, lighting and security personnel -- to be utilized within the following six months; (14) List the name, work telephone number, work address and cellular telephone number of a person or persons who will be reachable 24 hours per day/seven days per week to receive reports of any violations of the construction mitigation measures and provide immediate on-site responses to such complaints and who shall be vested with authority to take corrective measures in the event of violations of the construction mitigation measures; (15) Ensure prompt removal of all graffiti on the construction site within less than 24 hours; (16) Ensure that all vehicles hauling dirt or other construction debris shall cover any open load with a tarpaulin or other secure covering to minimize dust emissions; (17) Water all construction sites no less frequently than daily during excavation, grading and other times of site preparation; (18) Arrange for distribution of a newsletter at least twice per year to no less than the 500 nearest residents to the College informing them of the construction progress and the upcoming construction and demolition activity; (19) Disclose the use of any jack hammers or other equally loud machinery during construction over the upcoming six months.

Exhibit B  
Construction Staging and Parking Sites

[1st Amendment made several changes, and added an Exhibit B2 showing the location of the 2nd Access Road and the adjoining berm.]



## West Los Angeles College Proposition ‘A’ Construction Staging Plan

Exhibit C  
Schedule of Parking  
Construction Schedule

[1st Amendment made numerous changes, including the change to the initial number of available parking spaces, as shown below]

**EXHIBIT C**

**WEST LOS ANGELES COLLEGE CAMPUS  
SCHEDULE OF PARKING**

Year	Quarter	Construction Event(s)	Parking Impact	Available Parking	Projected Parking Need
2004			0	<del>2128</del> 2106	1531
2005	1	Construction - no parking impact	0	2128	
	2	Lot 8 construction; Lot 8A used for staging	- 188 - 134	1802	
	3	Throwing Field temporary parking	+ 100	1902	1631
	4	Temporary Classroom use of Lot 10; Science and Math Building construction; C Street off-line	-150 - 40 - 30	1672	
2006	1	Cease using Lot 8A for staging	+ 134	1796	
	2	Lot 8 construction completed	+ 1000	2796	
	3	Construction - no parking impact	0	2796	1731
	4	Expansion of Lot 6 completed	+ 6	2802	
2007	1	Construction - no parking impact	0	2802	
	2	Close off portion of B Street during Student Services/Admin construction; Completion of Science & Math Building	- 66 + 13	2749	
	3	Construction - no parking impact	0	2749	1831
	4	Construction - no parking impact	0	2749	

**EXHIBIT C**

**WEST LOS ANGELES COLLEGE CAMPUS  
SCHEDULE OF PARKING**

2008	1	Construction - no parking impact	0	2749	
	2	F Street off-line; New F Street construction on portion of Lot 5	- 15 - 157	2577	
	3	Construction - no parking impact	0	2577	1931
	4	New Community Walking Path & Field construction on Lot 5; Cease B Street closure; Lot 10 re-opens	-158 + 66 + 150	2635	
2009	1	Construction - no parking impact	0	2635	
	2	Lots 1 and 2 expansion; Lot 4 expansion	+ 195 + 39	2869	
	3	Construction - no parking impact	None	2869	2031
	4	Construction - no parking impact	None	2869	
2010	1	Construction - no parking impact	None	2869	
	2	Construction - no parking impact	None	2869	
	3	Construction - no parking impact	None	2869	2131
	4	Construction - no parking impact	None	2869	