

MEETING DATE: 9/27/2010

AGENDA ITEM: **JOINT CITY COUNCIL/AGENCY BOARD AGENDA ITEM:
Approval of Amendment Number One to the Settlement
Agreement Between the City of Culver City, the Culver
City Redevelopment Agency, and the Los Angeles
Community College District Regarding the 2010 Final
Supplemental Environmental Impact Report (FSEIR) for
the 2009 West Los Angeles College Facilities Master
Plan.**

ATTACHMENTS

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AMENDMENT NO. 1 TO SETTLEMENT AGREEMENT

between

LOS ANGELES COMMUNITY COLLEGE DISTRICT

and

CITY OF CULVER CITY

[Draft Amendment No. 1 to Settlement Agreement – 09/22/10]

Attachment No. 1

AMENDMENT NO. 1 TO SETTLEMENT AGREEMENT

This Amendment No. 1 to Settlement Agreement ("Amendment") is dated as of September __, 2010, and entered into by and between the Los Angeles Community College District, a California community college district (the "District") comprised of nine community colleges, including the West Los Angeles Community College (the "College"), the City of Culver City (the "City") and the Culver City Redevelopment Agency, a public body, corporate and politic (the "Agency") (the District, City and Agency are collectively the "Parties").

RECITALS

WHEREAS, in 2005 the District certified a Final Environmental Impact Report on the West Los Angeles College Facilities Master Plan ("2005 FEIR");

WHEREAS, in connection with the 2005 FEIR, the District and the City entered into a Settlement Agreement dated August 8, 2005 ("Settlement Agreement");

WHEREAS, in connection with the 2005 FEIR, the District and Raintree Townhouse Association, Raintree Condominiums Association and Culver Crest Neighborhood Association (collectively, the "HOAs") entered into a Memorandum of Understanding dated January 12, 2005, and amended on January 19, 2005 and February 25, 2005 (collectively, the "MOU");

WHEREAS, the HOAs and the College have engaged in a continuing dialogue since the signing of the MOU to the present day that has included, at times, monthly meetings, as well as four recent meetings with former College President Dr. Mark Rocha and City representatives within the past six months;

WHEREAS, the District disagrees with the HOAs as to the status and enforceability of the MOU and the City, having no intent to undermine the HOAs position, does not adopt or endorse the District's position.

WHEREAS, on August 11, 2010, the District approved the 2009 Facilities Master Plan and certified the West Los Angeles College 2010 Final Supplemental Environmental Impact Report ("FSEIR");

WHEREAS, certain terms of the FSEIR were modified by an Errata to the 2010 Final SEIR which was also certified by the District on August 11, 2010 (the "Errata");

WHEREAS, the West Los Angeles College 2009 Facilities Master Plan calls for, inter alia, the construction of new facilities, renovation of and additions to existing facilities, demolition of several existing facilities, parking structures, landscaping and open space (collectively the "Project"); and,

WHEREAS, the City and the Agency have expressed the view that the FSEIR does not comply with the California Environmental Quality Act ("CEQA");

WHEREAS, on September 10, 2010, the City and the Agency filed a Petition for Writ of Mandamus challenging the District's approval of the Project and certification of the FSEIR; and

WHEREAS, the Parties representatives have met to address these concerns and desire to amend the Settlement Agreement to set forth the agreements reached as to certain key issues for the benefit of the Parties and the HOAs; and

WHEREAS, the City and the District desire to add the Agency as a party to the 2005 Settlement Agreement and this Amendment.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained herein, the District and the City agree as follows:

1. **FSEIR.** The District and the College agree that they will fully implement, comply with and enforce all of the mitigation measures set forth in the FSEIR, including the Errata as certified by the District on August 11, 2010, to the extent required by law. In the event the City notifies the District or the College of any concerns of the City or its residents, the District will work with the City and City staff to address such concerns in an appropriate and timely manner.

2. **College Boulevard Sound Wall.** The District will install STC -32 (as feasible) sound insulating material on the chain link gate located in the sound wall on the west side of College Boulevard. If such sound insulating material is too heavy for the chain link gate to support, alternate sound insulating material will be considered. Following the installation of the sound insulating material mentioned above, the District will conduct a sound analysis within 30 days, which will include: 1) actual sound measurements of noise from trucks as may be occurring within this 30-day period, 2) modeling of peak (30 trucks per hour) construction traffic to ensure that construction traffic on College Boulevard will not result in an increase of more than 3 dBA (Leq one hour) over ambient noise levels in the nearby residential communities. The sound analysis, as in the past, will predict the sound levels at virtual sound receivers R1A-R7A and R1B-R7B, a total of 14 locations, representing the sound received at upper and lower levels of Raintree homes along College Boulevard, for a construction truck traffic flow of 30 vehicles per hour, and normal associated non-truck traffic. Readings from the four sound monitors installed at Raintree should be conducted during a period when there is significant use of College Boulevard for construction traffic; the number and types of all vehicles that use College Boulevard during the measurement shall be recorded. These sound levels will be measured at all four sound monitors located in the adjoining residential community and all four measurements must not exceed the 3 dBA sound threshold indicated above. The City will receive a copy of the above mentioned sound analysis within 30 days of its completion for the purpose of providing it to interested HOAs for independent review and verification. The District agrees to make its sound consultant available to the independent review consultant for discussing the sound study and if any errors are discovered, will correct said errors. Also, if the sound analysis determines that the 3 dBA sound threshold indicated above is exceeded, the District will work with the City in a reasonably prompt manner to devise additional mitigation measures, such as the installation

of additional sound blanket walls, as required to reduce sound levels to the 3 dBA (Leq one hour) threshold or below.

3. **Stocker Street.** The District and the City will request that the County maintain the red curbing on Stocker Street from the Overland entrance to a line perpendicular with the large electric pole at the end of Galvin Street, thereby barring all parking below Galvin Street. After receiving Los Angeles County's authorization, if required, the District will install and maintain signs alerting all who use Stocker Street and Freshman Drive to be quiet and courteous to the College's neighbors while traveling on Stocker Street and Freshman Drive. The District will request that the Los Angeles County Sheriff, and the City will request the Culver City Police ticket drivers violating applicable noise ordinances and speed limits in their respective jurisdictions in the vicinity of Stocker Street and at the College. The City and the District also agree that the Culver City Bus service onto the College campus will not be rerouted onto Stocker Street.

4. **Overflow Parking.** Student parking on residential streets in the neighborhoods surrounding the College continues to be an issue of concern to residents due, at least in part, to the elimination of free parking spaces on public streets surrounding the campus. The District and the College agree, as a mitigation measure, that the College will provide free parking for all vehicles, in all campus parking lots, during the first two weeks of Fall and Spring semester, and that it will prominently publicize such free parking at the entrances to the campus, on the College's web site, and on materials sent to students before the start of each Fall and Spring semester. The District and the College also agree to reestablish and maintain free on-street parking on sections of the Los Angeles County roadways (Stocker, Freshman and Sophomore) surrounding the campus at the earliest feasible opportunity, taking into account safety and operational concerns relating to College construction. The free parking spaces at the base of College Boulevard shall be opened simultaneously with the public opening of College Boulevard. The District and the College will consult with the City on how to best accomplish the foregoing. As contemplated by the 2005 Settlement Agreement, the City has given the District a formal written request to conduct a parking study during the third, fourth and fifth weeks of the 2010 Fall Semester. The District agrees to undertake this study in September 2010, on dates and at times approved by the City. The District will work with the City to address student parking on residential streets.

5. **Development of 10100 Jefferson; Plant Facilities Complex.** The District will work with the City (and the HOAs through the City) to ensure that the City (and the HOAs through the City) is provided the opportunity to review and comment on any Request for Proposals (RFP) or Request for Qualifications (RFQ) released by the District for development of all or any portion of the property known as 10100 Jefferson Boulevard. Should the District decide to seek an external developer or other party to construct and operate a use unrelated to operations of the College on Lot 7/Plant Facilities site, the District will ensure that the City (and HOAs through the City) are provided an opportunity to review and comment on any RFP/RFQ. Comments from the HOAs (on any RFP/RFQ) should come through the City prior to being forwarded to the District. The District will provide a reasonable amount of time for the City (and HOAs through the City) to review and submit comments on the draft RFP/RFQ before the

document is finalized and released. The District will consider the comments of the City and the HOAs before finalizing and releasing any such documents.

6. **Community Liaison.** The District will continue to provide a designated Community Liaison (who shall be the Facilities Director or equivalent level person) that will be available to respond to community concerns relating to either construction activity or operational issues on the campus. The current contact information for the Community Liaison will be provided on the College's website. When the Community Liaison is on vacation or out for any extended period of time a back-up Community Liaison will be designated. The Community Liaison will be available by phone between the hours of 6 am to 8 pm Monday through Friday when the College is open. After hours and on weekends, and when the Community Liaison is briefly unavailable or on vacation, the District may utilize a call forwarding, pager or email system to transmit a transcript of calls to the Community Liaison (and all back-up designees), the College President and the College Project Manager. In general, after hours callers will be directed to the sheriff. In the event of a serious condition between 8 pm and 6 am that cannot wait until normal business hours, the sheriff shall call a representative of College administration (Facility Director or equivalent level person and/or the College Project Manager). The District shall provide the sheriff with copies of both this Amendment and the Mitigation Monitoring Program for the FSEIR as part of the District's policies and procedures for purposes of the District's Law Enforcement and Security Services Agreement with the County sheriff dated June 16, 2009. Furthermore, the District shall inform the sheriff that these documents are enforceable by the sheriff as part of the College President's enforcement style for the College campus and that citizen complaints concerning alleged violations of this Amendment of the Mitigation Monitoring Program will be dealt with in a manner consistent with this Agreement. The Community Liaison (and all back-up designees) shall have authority to initiate a response on behalf of the College and the District in all construction activity or operational matters on the campus, and shall use reasonable efforts to promptly answer questions and resolve concerns in a manner acceptable to the City. No later than November 1, 2010, the District shall develop, in consultation with the City (and the HOAs though the City) a Community Liaison Procedures Manual which shall be designed to facilitate and ensure the Community Liaison's compliance with the provisions contained herein.

7. **Special Events Liaison.** The District will continue to provide a designated Special Events Liaison that will be available to respond to community concerns relating to on campus special events. The current contact information for the Special Events Liaison will be provided on the College's website. The Special Events Liaison will be available by phone between the hours of 8 am to 5 pm Monday through Friday when the College is open. In general, after hours and weekend callers will be directed to the sheriff. In the event of a serious condition related to special events between 5 pm and 8 am or on weekends that cannot wait until normal business hours, the sheriff shall promptly call the Special Events Liaison. As noted in Paragraph 6 above, the sheriff will be provided copies of both this Amendment and the Mitigation Monitoring Program for the FSEIR as part of the District's policies and procedures and the College President's enforcement style preference. The Special Events Liaison shall have authority to initiate a response, including the authority to terminate an event, on behalf of the College and the District in all foreseeable matters, and shall use reasonable efforts to promptly answer questions and resolve concerns.

8. **Meetings.** The City and the District will jointly facilitate two scheduled meetings per year during construction, which meetings shall include one HOA board designated representative from each of the contiguous HOAs. The scheduled meetings will occur on or about September and February of each year, or at other such times as agreed between the City and the District, to review the effectiveness of the 2010 Final SEIR Mitigation Measures, this Amendment and any issues relating to College construction activities or operations. In addition, the City may request up to two additional meetings per year and the District will agree to jointly conduct said additional meetings using the same format as the scheduled meetings. The District will ensure that the Community Liaison, College President, and College Project Manager attend the meetings. Prior to these meetings, the City and the District will agree to an agenda that will be made available to all meeting participants two weeks in advance of the meeting date. In addition, for each meeting, meeting minutes will be produced and distributed to all parties attending the meeting for review and approval. All minutes must be agreed to and approved by all parties before they are deemed official meeting minutes. All such meetings conducted per the terms of this Section shall be planned for a minimum of two hours.

9. **Residential Use of College Campus Outdoor Recreational Facilities.** Commencing within 30 days of the execution of this Amendment, Culver City adult residents (18 years of age or older), as well as minors under 18 years of age and accompanied by an adult parent or guardian who is a resident of Culver City, shall be permitted to utilize (for personal, noncommercial purposes) any outdoor recreational facilities located on the College campus, including, but not limited to, the track and ball fields (the "Outdoor Facilities"). Use of the Outdoor Facilities by Culver City residents is subject to the District's and College's rules of use of the facilities (including but not limited to appropriate attire and footwear) and Identification Card system described in subsection (a) below. Abuse of District/College rules shall be grounds for the individual to be banned from use of the Outdoor Facilities for a period of up to 14 days.

a. **Identification Card.** The District may require a one-time registration process through the College campus Sheriff's Office for the issuance of a College identification card. The District shall not charge any fee for issuance of a College identification card to Culver City residents. Alternatively, and in lieu of a College identification card, the District shall honor a valid Culver City Resident Recreation Card. Except as otherwise provided, all Culver City residents must possess a valid College identification card or Culver City Resident Recreation Card in order to use the Outdoor Facilities. An identification card shall not be required for children five years of age or younger, provided they are accompanied by a parent or guardian bearing a College identification card or Culver City Resident Recreation Card. A College identification card or Culver City Resident Recreation Card shall be required for minors above the age of five. All minors must be accompanied by a parent or guardian bearing a College identification card or Culver City Resident Recreation Card.

b. **Hours of Use and Temporary Closures.** The Outdoor Facilities shall be open and available from dawn to dusk for public use whenever the College campus is open, so long as such use does not directly interfere with a specific College event, class or activity occurring in the Outdoor Facilities. As described in the District's 2004 Facilities Master

Plan and the 2009 Facilities Master Plan, the District is in the process of redeveloping and improving portions of the College campus. Prior to the District's commencement of construction of each new physical improvement on the College campus, the District shall meet with the City to discuss the construction schedule for that improvement and agree upon any anticipated temporary closures of the Outdoor Facilities necessitated by such construction. The District and the College shall take reasonable steps so that the Outdoor Facilities can be safely used during construction with minimum closures.

10. **Use of Indoor Recreational Facilities.** Within 90 days of the District's receipt of a final certification of occupancy for the Indoor Recreational Facilities from the Division of State Architect, the District and the City will begin negotiations to develop an Indoor Recreational Facilities joint use agreement that will address the use of College Indoor Recreational Facilities by Culver City residents.

11. **Haul Road and Secondary Access Road.** The District has already discontinued use of the temporary haul road that was previously used to connect the north side of the College campus to Jefferson Boulevard and the Secondary Access Road ("College Boulevard") is now complete. This haul road will no longer be used for any vehicular traffic controlled by the College including all motorized and non-motorized vehicles, except for emergency use. Hereafter, all construction vehicles having a gross vehicle weight in excess of 6,000 pounds (i.e., all vehicles participating in any construction work on the College campus and all vehicles hauling materials, debris, or other items relating to the Project to or from the College campus) shall enter the College campus via College Boulevard, and all large construction vehicles with more than two axles shall enter College Boulevard by traveling west on Jefferson Boulevard and making a left turn into the College campus. No construction vehicles having a gross vehicle weight in excess of 6,000 pounds shall be permitted to use the Overland/Freshman entrance to the College.

12. **No Cut-Through Vehicular Travel Via College Campus Streets.** The Parties agree that College Boulevard shall be closed from 11:00 p.m. to 6:00 a.m. The District shall attempt to maintain College Boulevard in such a manner that (except in the case of an emergency) it is impracticable at all times to use College Boulevard as a cut-through between Jefferson Boulevard and Overland Avenue. If the District and the City determine College Boulevard is being used as a cut-through from Jefferson Boulevard to Overland Avenue, then the Parties will work with Los Angeles County to install appropriate traffic control mechanisms to further discourage cut-through traffic. In the event that the District and the City do not agree that a material cut-through problem exists, the City may request that the District perform a traffic study to determine if a material cut-through problem through the campus between Jefferson Boulevard and Overland Avenue does exist. If so requested, the College will perform the study within 30 days using a professional traffic engineering firm agreeable to both parties and these study results will be provided to the City within 30 days of completion. If the results of the study indicate that a material cut-through problem exists, then the District and the City will cooperatively work with Los Angeles County to put into place appropriate traffic control measures to discourage cut-through traffic. For purposes of this Section, a "material cut-through problem" exists where the amount of cut-through traffic during either the two-hour morning peak period or two-hour evening peak period exceeds 100 vehicles and also exceeds 7% of the total

number of vehicles using Freshman Boulevard. The City and the District will work cooperatively together with the selected professional traffic engineer to agree upon the two-hour intervals of the morning and evening peak periods and to determine the specific vehicle counting methods to conduct this study.

13. **Student Population Traffic Impact Studies and Impacts Exceeding Threshold.** The Parties agree to the following contingency regarding student population traffic impact report requirements, even though current projections do not anticipate that the total student enrollment will reach 18,000 by 2022. ("Total student enrollment" is defined as follows: a count of actual students *including on-campus, on-line and other off-campus students*, but not full time equivalent students). The District shall initiate new traffic impact studies once total student enrollment exceeds 18,000 students. Studies shall be planned and undertaken to ensure that impacts are identified and mitigated well in advance of the actual *on-campus* student population reaching 18,000. The District will study and mitigate any residual traffic impacts that exceed the projected impacts and associated mitigation identified in the 2005 FEIR (based on the *on-campus* student population of 18,904 students utilized in the 2004 traffic impact report for the 2005 FEIR).

14. **On-Campus Student Parking Threshold.** Total on-campus student population at the College shall not exceed 10,998 students (based on a count of actual on-campus students, not "full-time equivalent" students) unless and until it is demonstrated that adequate parking spaces are supplied to meet student parking demand. (Using the most recent parking use ratio of one space per seven students, 2,143 spaces should be sufficient to meet the demand from 15,000 on-campus students. It is anticipated there will be 2,650 spaces on-site not including on-street spaces. Current projections indicate that no more than 10,998 on-campus students are anticipated through 2022).

15. **Construction Hours.** It was previously agreed in the 2005 FEIR mitigation measures that Culver City Municipal Code Section § 9.07.035(A) would control for the start time of construction activities on the College's 2005 Master Plan. Therefore, construction activity on the West Los Angeles College 2009 Facilities Master Plan shall be limited to the hours of 8:00 a.m. to 6:00 p.m. weekdays and 9:00 am to 4:00 pm Saturdays with construction prohibited Sundays and national holidays. Except, limited construction activity shall be permitted between 7:00 a.m. and 8:00 a.m. only if all such construction noise generating activity occurs within the interiors of fully completed building shells (i.e., all exterior walls must already have been completed and roof, windows and doors already have been installed), and provided further that the noise audible outside of the building within which such internal construction is being performed does not exceed Culver City noise standards, and the noise levels do not exceed 55 dBA in multi-family residential areas and 53 dBA in single-family residential areas. On weekdays between 7:00 a.m. and 8:00 a.m., should noise monitors show an increase in noise levels above that described in this Section, and the increase is due to construction activities caused by the College, then construction activities shall be changed to reduce the noise to a level consistent with the requirements of this Section or construction shall be postponed until 8 a.m.

16. **Emergency and Limited Construction Activity Hours.** The District may engage in (1) construction activity at all other times to the extent the construction activity is

necessary to address unexpected emergencies that threaten life or property, or (2) limited construction activity (to be confined to concrete pours, oversized delivery / removal and associated work) between 6:00 a.m. and 8:00 a.m., provided that a variance is obtained from the LA County Health Officer for any work between 7:00 p.m. and 7:00 a.m., and further provided that at least two weeks advance notice of such limited construction activity is given by the College Project Manager to the City. The District will also post notice of such limited activity on the College web site. The City will distribute this notice, or provide a link to the information on the College website, to the College web group to be established by the City. Noise impacts from such activity shall be mitigated to the extent feasible through the use of sound blankets; and, either disabling back-up beepers to the extent permitted by law and if considered not to decrease safety to the workers and public, or minimizing the use of back-up beepers by taking measures such as routing truck traffic in such a manner as to minimize the need for backing.

17. **Changed Conditions.** For any new buildings or structures for which construction has not been commenced by December 31, 2013, the West Los Angeles College Facilities Master Plan ("Master Plan") will be reviewed and updated, and in connection with such update, the District shall be required to reassess whether:

- a. The portions of the Master Plan not yet built will have one or more significant effects that were not identified in the FSEIR;
- b. Significant effects of the Master Plan previously examined will be substantially more severe than shown in the FSEIR;
- c. Mitigation measures or alternatives to the Master Plan previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project;
- d. Mitigation measures or alternatives to the Master Plan which are considerably different from those analyzed in the FSEIR would substantially reduce one or more significant effects on the environment; or
- e. Substantial changes have occurred with respect to the circumstances under which the Master Plan was studied in the FSEIR having the potential to trigger a new significant environmental effect or a substantial increase in the severity of previously identified significant effects.

18. **Waiver of Right to Sue.** The City and the Agency understand and agree the District will not be obligated to proceed with implementing any of the provisions of this Amendment unless and until all challenges to the Project's compliance with CEQA have been exhausted, including but not limited to the dismissal of any petition filed by the City challenging the Project's compliance with CEQA. With these understandings, the City waives any and all rights it may have to challenge the District's compliance with CEQA in connection with the approval of the 2009 Facilities Master Plan and certification of the 2010 FSEIR. Such waiver does not apply to any legal rights the City or the Agency may have to enforce the District's legal

obligation to implement, comply with and enforce the mitigation measures set forth in the 2010 FSEIR.

19. **Institution of Legal Actions: Judicial Reference.** Except for an action for injunctive relief commenced by a party hereto in order to protect against irreparable injury, all action under this Amendment or relating to its interpretation will be heard by the Los Angeles County Superior Court referee pursuant to California Code of Civil Procedure (CCP) sections 638, et seq., which referee will be a retired or former Superior Court judge. The Parties shall have all of the discovery rights they would have in an action filed in a California Superior Court of unlimited jurisdiction and all rights of appeal provided by CCP section 645. With respect to all judicial reference proceedings hereunder, the Parties will select a single referee to try all issues, whether of fact or law, and report a finding and judgment thereon and issue all legal and equitable relief appropriate under the circumstances of the controversy. If the Parties do not select a referee within ten days after service of a written demand to do so by a party, either party may seek to have one retired or former Superior Court judge appointed pursuant to CCP section 640. Any referee selected pursuant to this Provision shall be considered a temporary judge appointed pursuant to Article 6, Section 21 of the California Constitution.

THE PARTIES VOLUNTARILY AGREE TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED WITHIN THE SCOPE OF THE JUDICIAL REFERENCE PROVISION ABOVE DECIDED BY A NEUTRAL REFEREE AS PROVIDED BY CALIFORNIA LAW AND ARE GIVING UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. THEY ARE FURTHER GIVING UP ANY JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY REFERENCED HEREIN OR IN ANY OF THE STATUTES SPECIFICALLY REFERENCED HEREIN. IF A PARTY REFUSES TO SUBMIT TO JUDICIAL REFERENCE, IT MAY BE COMPELLED TO SUBMIT PER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE.

a. **Applicable Law.** The terms of this Amendment shall be interpreted according to the laws of the State of California. If litigation arises out of this Amendment, then 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 attorneys 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 Amendment or because of a dispute, breach, default, or misrepresentation in connection with this Amendment.

20. **General Provisions.**

a. **Notices, Demands and Communications between the Parties.** All notices given or required to be given pursuant to this Amendment shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To City: Carol Schwab
City Attorney
City of Culver City
9770 Culver Boulevard
Culver City, California 92614

To Agency: Murray O. Kane
Kane, Ballmer & Berkman
515 South Figueroa Street, Suite 1850
Los Angeles, California 90071

To District: Camille Goulet
General Counsel
Los Angeles Community College District
770 Wilshire Boulevard, 9th Floor
Los Angeles, California 90017

With a copy to:

Gavin Hachiya Wasserman
Wasserman & Wasserman LLP
1370 Crenshaw Boulevard, Suite #103
Torrance, California 90501

b. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one single instrument. Signatures may be transmitted by facsimile, which are binding on the Parties, and the Parties shall later transmit original signatures.

c. **Amendments in Writing.** This Amendment, and the provisions contained herein, shall not be altered, changed, modified or amended, except by mutual consent and written agreement of the Parties.

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 herein.

e. **Severability.** If any clause, provision or section of this Amendment 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 Amendment 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 Amendment.

g. **Headings.** The headings used in this Amendment are inserted for reference purposes only and do not affect the interpretation of the terms and conditions hereof.

21. Except as expressly set forth in this Amendment, all terms and conditions of the Settlement Agreement shall remain in full force and effect.

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

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: Larry Eisenberg
Executive Director, Facilities Planning and
Development

Approved as to Form:

Thomas F. Quilling, District Counsel

CITY OF CULVER CITY

By: John Nachbar,
City Manager

(Signatures Continued on Page 13)

(Signatures Continued from Page 12)

Approved as to Form:

Carol Schwab, City Attorney

CULVER CITY REDEVELOPMENT AGENCY

By: John Nachbar,
Executive Director

Approved as to Form:

Murray Kane, Agency General Counsel



Raintree Townhouse Association
2000 Raintree Circle, Culver City, California 90230
Tel: 310.836.5570 Fax: 310.838.2520

September 23, 2010

Honorable Mayor and City Council Members
City of Culver City
9770 Culver Boulevard
Culver City, 90232

Subject: West Los Angeles College/Los Angeles Community College District

Dear Mayor Armenta and Council Members:

The Board of Directors of the Raintree Townhouse Association has reviewed the Settlement Agreement with the College and the District [Version 9B, dated September 22, 2010] and has voted to recommend that the City accept the Agreement.

We request that the following paragraph, or something accommodating its intent, be added, if it has not already been incorporated into the Agreement:

"The District will install and maintain signs alerting all who use Freshman Drive to be quiet and courteous to the College's neighbors while traveling on Freshman Drive. The District will request the Los Angeles County Sheriff and the City will request the Culver City Police to ticket drivers violating applicable noise ordinances and speed limits in their respective jurisdictions in the vicinity of Freshman Drive and at the College."

This request has been forwarded by Mr. Herbertson and Ms. Baker who agree with it and have forwarded it to the District and the College for their acceptance.

If the Agreement is accepted by the City, it will be necessary for City officials and staff to maintain oversight of the College construction process and the College's normal operations to assure that the agreed-upon measures are being followed and that the College responds, as necessary, to lapses in its operations. In this monitoring function, our Association will cooperate with the City by reporting problems to both the College and the City, as we have been doing.

The members of the Board express their gratitude for the diligent efforts made on behalf of the residents of Raintree by the many Culver City staff members who participated in the latest series of negotiations – City Manager John Nachbar, Mr. Charles Herbertson, Ms. Susan Yun, Mr. Martin Cole, and Mrs. Heather Baker. And, of course, we appreciate the continuing strong support from our City Council.

Very truly yours,

Original signed by Arthur L. Kassan

Arthur L. Kassan
President, Raintree Townhouse Association

Attachment No. 2



Condominiums Association
2000 Raintree Circle, Culver City, California 90230
Tel: 310.836.5570
Fax: 310.838.2520
Email: gm4raintree@comcast.net

September 23, 2010

Dear Mayor Armenta and members of Culver City City Council,

On behalf of the Board of Directors of the Raintree Condominiums Association, I send our support to move ahead with the provisions outlined in the *Amendment No 1 To Settlement Agreement* dated September 13, 2010.

We appreciate the hard work and long hours Culver City staff and representatives of the Los Angeles City Community College District have spent to arrive at the document. We appreciate the efforts of our representative, as well.

The homeowners are pleased that there has been an effort to address our concerns. We look forward to continuing discussions on issues that affect the College, the City and Culver City residents.

Sincerely,

Carole Gustin, President
Raintree Condominiums Association

From: Ken Kutcher
Date: September 23, 2010 10:55:45 AM PDT
To: "Herbertson, Charles", Elliot Axelband, Kate Barlow
Subject: RE: Final Amendment to the Settlement Agreement

Charles,

Thank you once again for your successful work on this. The official letter from CCNA will be coming. I have not heard back from Mike Bauer about his timing for sending that in. But the CCNA Board's vote to endorse the settlement remains unchanged, and I am comfortable for you to report it based on my email to you if you wish to do so. The CCNA has a general membership meeting tonight. You are welcome to come, although I would imagine you have other things to do.

Ken

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Attachment 4