

AMENDMENT NO. 1 TO
SETTLEMENT AGREEMENT

between

LOS ANGELES COMMUNITY COLLEGE DISTRICT

and

CITY OF CULVER CITY

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