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**As modified and approved by the
Planning and Land Use Committee on June 27, 2017**

Pursuant to Entitlement Condition A-43 of the Conditional Use Permit issued under Case No. **CPC-2006-7806-CU-SPE-SPR** for the Buckley School, and pursuant to Section of 12.24 M of the Los Angeles Municipal Code (LAMC), I hereby:

Find That the use and operating requirements of the Conditional Use Permit with regard to the expansion of the existing school have been substantially complied with;

Update Condition A-52 and F-8 to update the amount in the Neighborhood Protection Fund currently after previous expenditures and to update the indemnification condition;

and,

Correct Condition A-29, to accurately reflect the dates of the previously approved plans and current legal language.

MODIFIED CONDITIONAL USE CONDITIONS OF APPROVAL

The project continues to be subject to all conditions of approval as required by CPC-2006-7806-CU-SPE-SPR-PA4, except as modified below (shown as ~~strike-out~~ and underline). During the review of the subject Case, it was determined that the conditions noted in previous Plan Approvals referenced Plans with inaccurate dates for the Project Plans. As a result, previous conditions A-29, A-43. f, A-52. d, and F-8 have been modified and superceded to read as follows:

A-29 **Construction Hours.** Exterior: In order to ensure timely completion of the project, construction hours for exterior construction and hauling activities shall be allowed from 7:00 a.m. to 5:00 p.m. Monday through Friday; and from 8:00 a.m. to 5:00 p.m. on Saturday (as further limited below), except for:

- (i) management, supervisory, administrative, and inspection activities which may occur at other times;

- (ii) from May 1 to September 1 during construction of the Main Academic Center (Phase 2 and Phase 3), when exterior construction hours shall be allowed from 7:00 a.m. to 7:00 p.m. Monday through Friday; and
 - (iii) when extended hours are required and specifically permitted by the City. Interior: Once a building is fully enclosed, interior construction activities may continue until 9:00 p.m. on weekdays and 6:00 p.m. on Saturday.
- a. Preconstruction: Exterior Preconstruction work shall be prohibited on Saturdays, except for the delivery of modular units, Los Angeles Department of Water Power (DWP) activities undertaken directly by DWP, utility companies and other instances when City or State agencies such as Caltrans expressly require Saturday delivery or removal of materials;
 - b. Phase 1: For the new Triangle Building: Exterior construction activities shall be prohibited on Saturdays except for instances when City or State agencies such as Caltrans expressly require Saturday the delivery or removal of materials.
 - c. Phase 2: For a portion of the new Middle and Upper Main Academic Center Building (Building No. 9 up to 35,000 square feet) ~~and the New Basketball Court~~: Exterior construction shall be prohibited on 50% of the Saturdays from November 1 to April 30, except for utility companies and instances when City or State agencies such as Caltrans expressly require Saturday delivery or removal of materials.
 - d. Phase 3: For the remaining portions of the Main Academic Center and the Basketball Court: Exterior construction shall be prohibited on 50% of the Saturdays from November 1 to April 30, except for utility companies and instances when City or State agencies such as Caltrans expressly require Saturday delivery or removal of materials.

For the Replacement Guard House, the addition to Academic South, the new Aquatic Center, the renovation to Disney Pavilion and the Lower school: Exterior construction activities shall be prohibited on Saturdays except for instances when City or State agencies such as Caltrans expressly require Saturday delivery or removal of materials.

A.43. Review of Compliance and Project Impact (Compliance Report).

- f. The Plan Approval shall be determined by the Director of Planning or the City ~~Planning Commission~~ Council on appeal. Should the Director require a public hearing, public notice shall be made to owners and occupants of property within a radius of 500 feet.

A-52. **Neighborhood Protection Plan.** Prior to the issuance of any building permit for the subject property, the applicant shall submit to the Planning Department a proposed Neighborhood Protection Plan (the "Plan") designed to create a formal mechanism for addressing issues of community concern that may arise during the construction and operation of the School.

- a. The Plan shall be developed in consultation with the Planning Department, LADOT and the applicable Council District Office(s). The Plan shall be submitted to the Planning Department prior to issuance of any building permit for any project building to allow

ample opportunity for community and City review. Implementation of the Plan shall proceed immediately upon the acceptance of the Plan by the City.

- b. The Plan shall be developed in consultation with the Planning Department, LADOT and the applicable Council District Office(s). The Plan shall be submitted to the Planning Department prior to issuance of any building permit for any project building to allow ample opportunity for community and City review. Implementation of the Plan shall proceed immediately upon the acceptance of the Plan by the City.
- c. Prior to the issuance of the first construction permit for the first new building to be developed with this grant (Phase 1), not including the temporary modular units or other Preconstruction Activities, the applicant shall guarantee the necessary funding of the Neighborhood Protection Plan ("Neighborhood Protection Plan Fund") up to a maximum of ~~\$50,000~~ \$27,500, if deemed warranted by LADOT, through cash, bond or irrevocable letter of credit, payable to LADOT. In the event the Plan is guaranteed by cash, LADOT shall deposit the monies in an interest bearing account and shall provide the applicant with an annual statement reflecting interest earned and payments made. All expenditures from the Neighborhood Protection Plan Fund shall be made at the discretion of the Director of Planning and with the concurrence of the applicable Council District Office(s). All monies contained in such fund and unused upon the expiration of a five-year period from the issuance of the last certificate of occupancy for the project shall be refunded to the applicant, including all interest thereon.
- d. Prior to the submittal of the Fall 2017 Traffic Monitoring Compliance Report, the applicant shall contribute to the City the amount of \$15,000 to be deposited for the purpose of addressing traffic issues in the vicinity of the Buckley School. The funds shall be deposited into a special account in the Council District Four Real Property Trust.

~~F-8 Indemnification. The applicant shall defend, indemnify and hold harmless the City, its agents, officers, or employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul this approval which action is brought within the applicable limitation period. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim action or proceeding, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City.~~

Indemnification and Reimbursement of Litigation Costs.

Applicant shall do all of the following:

- (i) Defend, indemnify and hold harmless the City from any and all actions against the City relating to or arising out of the City's processing and approval of this entitlement, including but not limited to, an action to attack, challenge, set aside, void, or otherwise modify or annul the approval of the entitlement, the environmental review of the entitlement, or the approval of subsequent permit decisions, or to claim personal property damage, including from inverse condemnation or any other constitutional claim.
- (ii) Reimburse the City for any and all costs incurred in defense of an action related to or arising out of the City's processing and approval of the entitlement, including but not limited to

payment of all court costs and attorney's fees, costs of any judgments or awards against the City (including an award of attorney's fees), damages, and/or settlement costs.

(iii) Submit an initial deposit for the City's litigation costs to the City within 10 days' notice of the City tendering defense to the Applicant and requesting a deposit. The initial deposit shall be in an amount set by the City Attorney's Office, in its sole discretion, based on the nature and scope of action, but in no event shall the initial deposit be less than \$25,000. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (ii).

(iv) Submit supplemental deposits upon notice by the City. Supplemental deposits may be required in an increased amount from the initial deposit if found necessary by the City to protect the City's interests. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (ii).

(v) If the City determines it necessary to protect the City's interest, execute an indemnity and reimbursement agreement with the City under terms consistent with the requirements of this condition.

The applicant shall defend, indemnify and hold harmless the City, its agents, officers, or employees from any claim, action, or proceeding against the City or its agents, officers, or employees relating to or to attack, set aside, void or annul this approval which action is brought within the applicable limitation period. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim action or proceeding, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City.

The City shall have the sole right to choose its counsel, including the City Attorney's office or outside counsel. At its sole discretion, the City may participate at its own expense in the defense of any action, but such participation shall not relieve the applicant of any obligation imposed by this condition. In the event the Applicant fails to comply with this condition, in whole or in part, the City may withdraw its defense of the action, void its approval of the entitlement, or take any other action. The City retains the right to make all decisions with respect to its representations in any legal proceeding, including its inherent right to abandon or settle litigation.

For purposes of this condition, the following definitions apply:

"City" shall be defined to include the City, its agents, officers, boards, commissions, committees, employees, and volunteers.

"Action" shall be defined to include suits, proceedings (including those held under alternative dispute resolution procedures), claims, or lawsuits. Actions includes actions, as defined herein, alleging failure to comply with any federal, state or local law.

Nothing in the definitions included in this paragraph are intended to limit the rights of the City or the obligations of the Applicant otherwise created by this condition.