

THE SILVERSTEIN LAW FIRM

A Professional Corporation

215 NORTH MARENGO AVENUE, 3RD FLOOR
PASADENA, CALIFORNIA 91101-1504

PHONE: (626) 449-4200 FAX: (626) 449-4205

ROBERT@ROBERTSILVERSTEINLAW.COM
WWW.ROBERTSILVERSTEINLAW.COM

June 11, 2020

VIA EMAIL yhorton@cityofinglewood.org;
aphillips@cityofinglewood.org

Yvonne Horton, City Clerk
City Clerk's Office
1 Manchester Boulevard
Inglewood, CA 90301

Re: California Public Records Act Requests re IBEC Project,
State Clearinghouse No. 2018021056.

Dear Ms. Horton:

This request is made under the California Public Records Act pursuant to Government Code § 6250, et seq. Please provide copies of the following from the City (as "City" is defined below).

Please also include this correspondence in the running administrative record for the IBEC Project.

For ease of reference in this document, please refer to the following **defined terms**:

The "City" shall refer to the City of Inglewood, its City Council, the Mayor and all members of the City Council, all members, officials, employees, consultants, and agents of the City commissions, boards, offices, departments, divisions, the City Attorney's office and any and all outside counsel retained by the City, for your respective office, division, or Department.

"Project" shall refer to State Clearinghouse No. 2018021056, "IBEC Project," "Inglewood Basketball and Entertainment Center Project," "Murphy's Bowl," or "Clippers Arena," or APNs or Project Addresses, as listed below:

APN 4032-001-005: 10022 S. Prairie Ave., Inglewood, CA 90303

APN 4032-001-035: 3900 W. Century Blvd., Inglewood, CA 90303
APN 4032-001-039: 10004 S. Prairie Ave., Inglewood, CA 90303
APN 4032-001-048: 3915 W. 102nd St., Inglewood, CA 90303
APN 4032-001-049: 3940 W. Century Blvd., Inglewood, CA 90303
APN 4032-001-902: 3901 W. 102nd St., Inglewood, CA 90303
APN 4032-001-903: 3939 W. 102nd St., Inglewood, CA 90303
APN 4032-001-904: 10116 S. Prairie Ave., Inglewood, CA 90303
APN 4032-001-905: 3947 W. 102nd St., Inglewood, CA 90303
APN 4032-001-906: 10020 S. Prairie Ave., Inglewood, CA 90303
APN 4032-001-907: 10112 S. Prairie Ave., Inglewood, CA 90303
APN 4032-001-908: 10108 S. Prairie Ave., Inglewood, CA 90303
APN 4032-001-909: 3941 W. 102nd St., Inglewood, CA 90303
APN 4032-001-910: 10104 S. Prairie Ave., Inglewood, CA 90303
APN 4032-001-911: 3921 W. 102nd St., Inglewood, CA 90303
APN 4032-001-912: 3922 W. Century Blvd., Inglewood, CA 90303
APN 4032-001-913: 3930 W. Century Blvd., Inglewood, CA 90303
APN 4032-002-913: 3822 W. Century Blvd., Inglewood, CA 90303
APN 4032-002-914: 3831 W. 102nd St., Inglewood, CA 90303
APN 4032-002-915: 3843 W. 102nd St., Inglewood, CA 90303
APN 4032-002-916: 3851 W. 102nd St., Inglewood, CA 90303
APN 4032-002-917: 3821 W. 102nd St., Inglewood, CA 90303
APN 4032-003-914: 3700 W. Century Blvd., Inglewood, CA 90303

APN 4032-003-915: 3703 W. 102nd St., Inglewood, CA 90303
APN 4032-007-035: 3838 W. 102nd St., Inglewood, CA 90303
APN 4032-007-900: 3818 W. 102nd St., Inglewood, CA 90303
APN 4032-007-901: 3836 W. 102nd St., Inglewood, CA 90303
APN 4032-007-902: 3844 W. 102nd St., Inglewood, CA 90303
APN 4032-007-903: 3832 W. 102nd St., Inglewood, CA 90303
APN 4032-007-904: 3812 W. 102nd St., Los Angeles, CA 90303
APN 4032-007-905: 3850 W. 102nd St., Inglewood, CA 90303
APN 4032-008-001: 10200 S. Prairie Ave., Inglewood, CA 90303
APN 4032-008-002: 10204 S. Prairie Ave., Inglewood, CA 90303
APN 4032-008-006: 10226 S. Prairie Ave., Inglewood, CA 90303
APN 4032-008-035: 10212 S. Prairie Ave., Inglewood, CA 90303
APN 4032-008-900: 3910 W. 102nd St., Inglewood, CA 90303
APN 4032-008-901: 3926 W. 102nd St., Inglewood, CA 90303
APN 4032-008-902: 3900 W. 102nd St., Inglewood, CA 90303
APN 4032-008-903: 10220 S. Prairie Ave., Inglewood, CA 90303
APN 4032-008-904: 3930 W. 102nd St., Inglewood, CA 90303
APN 4032-008-905: 3920 W. 102nd St., Inglewood, CA 90303
APN 4032-008-907: 3940 W. 102nd St., Inglewood, CA 90303
APN 4032-008-908: 3936 W. 102nd St., Inglewood, CA 90303
APN 4034-004-027: 4000 W. Century Blvd., Inglewood, CA 90304
APN 4034-004-900: 4045 W. 101st St., Inglewood, CA 90304

APN 4034-004-901: 4037 W. 101st St., Inglewood, CA 90304
APN 4034-004-902: 4019 W. 101st St., Inglewood, CA 90304
APN 4034-004-903: 4039 W. 101st St., Inglewood, CA 90304
APN 4034-004-904: 4015 W. 101st St., Inglewood, CA 90304
APN 4034-004-905: 4040 W. Century Blvd., Inglewood, CA 90304
APN 4034-004-906: 4043 W. 101st St., Inglewood, CA 90304
APN 4034-004-907: 4046 W. Century Blvd., Inglewood, CA 90304
APN 4034-004-908: 4042 W. Century Blvd., Inglewood, CA 90304
APN 4034-004-909: 4032 W. Century Blvd., Inglewood, CA 90304
APN 4034-004-910: 4036 W. Century Blvd., Inglewood, CA 90304
APN 4034-004-911: 4033 W. 101st St., Inglewood, CA 90304
APN 4034-004-912: 4020 W. Century Blvd., Inglewood, CA 90304
APN 4034-004-913: 4026 W. Century Blvd., Inglewood, CA 90304
APN 4034-005-900: 10117 S. Prairie Ave., Inglewood, CA 90303
APN 4034-005-901: 4030 W. 101st St., Inglewood, CA 90304
APN 4034-005-902: 4043 W. 102nd St., Inglewood, CA 90304
APN 4034-005-903: 4037 W. 102nd St., Inglewood, CA 90304
APN 4034-005-904: 4031 W. 102nd St., Inglewood, CA 90304
APN 4034-005-905: 4018 W. 101st St., Inglewood, CA 90304
APN 4034-005-906: 4023 W. 102nd St., Inglewood, CA 90304
APN 4034-005-907: 4025 W. 102nd St., Inglewood, CA 90304
APN 4034-005-908: 4019 W. 102nd St., Inglewood, CA 90304

APN 4034-005-909: 4036 W. 101st St., Inglewood, CA 90304

APN 4034-005-910: 4044 W. 101st St., Inglewood, CA 90304

APN 4034-005-911: 4026 W. 101st St., Inglewood, CA 90304

APN 4034-005-912: 4022 W. 101st St., Inglewood, CA 90304

APN 4032-001-006: address n/a (vacant land)

APN 4032-001-033: address n/a (vacant land)

APN 4032-001-900: address n/a (vacant land)

APN 4032-001-901: address n/a (vacant land)

APN 4032-003-912: address n/a (vacant land)

APN 4032-004-913: address n/a (multi-family residential)

APN 4032-004-914: address n/a (multi-family residential)

APN 4032-008-034: address n/a (vacant land).

“Project Applicant” shall refer to Murphy’s Bowl, LLC or Steve Ballmer, and their officers, principles, employees, representatives, agents, attorneys, experts and consultants.

“Email” includes, but is not limited to, correspondence to or from any email account through which any City business is being conducted, including but not limited to email accounts assigned by the City’s Information Technology Agency to City officials, employees or consultants, and consistent with City of San Jose v. Superior Court of Santa Clara County, each and every personal email account outside the City’s email system upon which any City business has been conducted.

“Text messages” includes, but is not limited to, correspondence to or from any communications device of the City or a City official, employee or consultant’s personal communications device over which text messages may have been sent or received and stored which are City business.

“Meeting Notes” includes, but is not limited to any personal handwritten or electronic notes maintained by any City employee, contractor, or agent, regardless of the ownership of the media.

“Exchanged between” shall mean the passing of a document from one person to another by any means of transmission or delivery.

“Document,” as defined in Govt. Code § 6252(g), shall mean any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail, message texting or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

Please note that Documents and Emails includes, but is not limited to, correspondence to or from any email account through which any public business is conducted, including but not limited to **personal or otherwise private email accounts belonging to government officials, employees or consultants**, pursuant to the California Supreme Court’s recent decision in City of San Jose v. Superior Court (2017) 2 Cal.5th 608. This also includes text messages on any public or private device on which discussions about the Project and other public matters was discussed. **Please ensure that you have secured and produced all such personal or otherwise private emails and texts.** Therefore, we are also requesting that all relevant officials, employees and agents **preserve intact under a litigation hold** all such “personal” and official emails and text messages, and not to destroy, delete, allow to be automatically purged, or otherwise to engage in or permit spoliation of such evidence. To the extent that such emails or texts have been deleted, purged or otherwise spoliated, we demand that the holders of these devices immediately be informed that they must take all efforts to retrieve any deleted or otherwise purged emails and texts, and make all efforts to retrieve and preserve them. **Please confirm that you will do so.**

The public records requests include:

- (1) All documents that refer or relate to historic oil well operations on any portion of the Project site (defined above), including but not limited to contamination issues, properly or improperly capped or abandoned oil wells, and any and all communications that refer or relate thereto, including

but not limited to with Division of Oil, Gas, and Geothermal Resources (“DOGGR”) and California Geological Energy Management (“CalGEM”).

- (2) All documents that refer or relate to hazardous wastes generation, hauling, disposal, recognized environmental conditions (REC), remedial actions, cleanups, contamination, No Further Action letters, Underground Storage Tanks and/or leaks at the Project site and within ½-mile radius of any point of the Project site, including but not limited to communications with the Department of Toxic Substances Control (“DTSC”).
- (3) All documents from January 1, 2016 through the date of your response to this request that refer or relate to or are communications with the Inglewood Unified School District concerning the Project, including but not limited to communications with the City, Project Applicant, ESA (preparer of the Project EIR) and other environmental consultants, their agents, attorneys, experts, and representatives.
- (4) All documents that refer or relate to methane zone or methane buffer zone, methane testing or methane leaks at the Project site and within a 1000-foot radius thereof.
- (5) All documents that are, refer, or relate to Phase I, Phase II, or any supplemental Environmental Site Assessment or soil testing of any and all lots within the Project site.
- (6) All daily calendars of meetings of the Mayor and Councilmembers, and City Manager, from January 1, 2016 through the date of your response to this request.
- (7) All documents that are, refer or relate to communications about the potential use of eminent domain for or in furtherance of the Project, including but not limited to all such documents between, among and/or including the City on the one hand, and the Project Applicant [as defined above] on the other hand, from January 1, 2016 through the date of your response to this request. Please note that Citizens for Ceres holds that communications between the City and the Applicant, and/or their respective counsel, are not privileged and must be produced. Citizens for Ceres v. Superior Court (2013) 217 Cal.App.4th 889, 922. Accordingly, you may

not withhold any documents exchanged between, to/from or including the City and the Project Applicant.¹

- (8) All documents that are, refer or relate to communications about vacant and or cleared land within the Project site and their acquisition by the City, from January 1, 2015 through the date of your response to this request.
- (9) All documents that are, refer or relate to communications about Federal Aviation Administration (FAA) noise mitigation grant, conditions and requirements for the grant, and any of the Project sites that the City purchased with the FAA grant funds.
- (10) All documents that are, refer or relate to communications about noise reduction projects and funding therefor within a ½-mile radius of the Project site, from January 1, 2016 through the date of your response to this request.
- (11) All documents, from January 1, 2020 through the date of your response to this request, that are, refer, or relate to communications with Metro, CalDOT, Caltrans, and LA Public Works, including but not limited to issues related to the Crenshaw Line operation, metro stations, timelines and delays in their construction, grade separation activities, and shuttle services and/or bus/shuttle schedules to/from the Project site.
- (12) All documents, from January 1, 2017 through the date of your response to this request that are, refer, or relate to CA Public Records Act requests and/or FOIA requests, and responses and document productions in response thereto, related to the IBEC Project and/or Murphy's Bowl, filed or requested by or on behalf of MSG (and all affiliated persons and entities), IRATE, or any other person or entity, as well as all records responsive to any outstanding CPRA requests to the City that were otherwise

¹ This principle and admonition applies to ALL documents and communications between the City, as broadly defined above, and the Applicant, as broadly defined above. No pre-Project-approval documents to, from, between, among, or including them may be withheld. This applies to all of the requests contained in this letter.

Please confirm that you are not withholding or redacting any such documents and/or communications, or parts of such documents and/or communications.

resolved/ended pursuant to the Settlement Agreement authorized by the City Council on March 24, 2020 during the closed-door session.

- (13) All documents, contracts, communications about or with or including Overland, Pacific and Cutler related to the IBEC project.
- (14) All documents (and communications) from January 1, 2019 through the date of your response to this request, that are, refer, or relate to documents or records that were flagged or requested to be removed from the administrative record by any person or entity. Confidential information
Confidential information
Confidential information and further all documents that were actually removed from the draft/running administrative record.
- (15) All documents and communications that refer or relate to the City's practices and procedures regarding the editing of the recordings, including audio and video, of City Council and other City government hearings or meetings.
- (16) All documents and communications that refer or relate to the editing of video- and/or audio-recordings of the City Council and other administrative hearings related to the IBEC Project, including but not limited to the recording of the March 24, 2020 City Council hearing.
- (17) All documents – in their unredacted form – that were ordered sealed in MSG Forum, LLC v. City of Inglewood, et al., Case No. YC072715, as well as all other documents that were sealed, including the discovery referee's reports.
- (18) All documents from January 1, 2016 through the date of your compliance with this request which refer, relate to, or are any communications exchanged between or including any member of the City Planning Department, including but not limited to the planner(s) assigned to this Project, and any principal, owner, employee, agent, consultant or attorney representing Murphy's Bowl, LLC or ESA (or any entity linked to the IBEC Project), including but not limited to any and all staff reports, including drafts and documents in Planner "working files," "screen check EIR documents and drafts, studies, photographs, memoranda and internal

memoranda, agenda items, agenda statements, correspondence, emails, attachments to emails, notes, photos, and audio and/or video recordings.

- (19) All documents from January 1, 2016 through the date of your compliance with this request, that are not currently posted online in the draft/running administrative record, which refer or relate to the Project, including but not limited to any and all staff reports, including drafts and documents in Planner “working files,” studies, photographs, memoranda and internal memoranda, agenda items, agenda statements, correspondence, emails, attachments to emails, notes, photos, and audio and/or video recordings.
- (20) All objection and/or comment letters, emails and other communications through the date of your compliance with this request, that are not currently posted online in the draft/running administrative record, regarding the Draft Environmental Impact Report for the Inglewood Basketball and Entertainment Center (IBEC) project at any time, including but not limited to all objection and/or comment letters, emails or other communications related to or in response to any and all Notices of Preparation and any other preliminary CEQA documents for the Inglewood Basketball and Entertainment Center (IBEC) project.
- (21) All documents from January 1, 2016 through the date of your compliance with this request that (i) are, refer or relate to, and/or that (ii) are communications with, between, among and/or including the City on the one hand, and the Project Applicant [as defined above], including ESA (the IBEC EIR preparer) on the other hand, which refer or relate to:
 - (a) The Project;
 - (b) The Project Draft EIR and Final EIR;
 - (c) The Project’s land use applications and review;
 - (d) The Forum, Madison Square Garden, MSG Forum, LLC, and any of their officers, owners, members, principals, attorneys, agents, or representatives;
 - (e) Kenneth or Dawn Baines, and/or Let’s Have a Cart Party, and/or

- (f) 10212 S. Prairie Ave., Inglewood;
- (g) APN No. 4032-008-035;
- (h) Robert Silverstein or The Silverstein Law Firm;
- (i) Latham & Watkins, including but not limited to Benjamin Hanelin and Maria Pilar Hoyer;
- (j) Chatten, Brown & Carstens, including but not limited to Douglas Carstens;
- (k) Nielsen, Merksamer, Parrinello, Gross & Leoni, including but not limited to Arthur G. Scotland, Sean P. Welch, Kurt R. Oneto, Hilary J. Gibson;
- (l) Document(s) the Mayor signed on March 24, 2020,, including but not limited to the tri-party and/or settlement agreements (signed versions), as well as staff reports, communications, internal and external memo, correspondence and other documents that refer or relate to said settlement agreement;
- (m) Federal Aviation Administration noise mitigation grant, conditions and requirements for the grant, and documents related to the City's purchase of any lots included in the Project with that grant;
- (n) Capitol building annex project, annex project related work, or the state office building project, environmental leadership development project, or leadership project;
- (o) Requests for extension of public comment period due to the COVID 19 situation; communications re publishing of the notice of extension or its circulation;
- (p) All unredacted versions of letters or text messages, which are redacted in the public record, including but not limited to those dated March 24, 2020 and thereafter;

- (q) Leases or any types of agreements between the Project Applicant and the City, including exclusive negotiating agreements and their amendments;
 - (r) Amendments to the General Plan, including but not limited to amendments to the Land Use, Circulation, Safety Elements and adoption of the Environmental Justice Element, as well as the Project's inconsistency with the General Plan;
 - (s) Amendments to the Inglewood International Business Park Specific Plan, including but not limited to the exclusion of Project parcels from the Specific Plan, the Project's inconsistency with the Specific Plan, and the Specific Plan itself.
- (22) All documents that are, refer or relate to communications about the Billboard Project, Case No. EA-MND-2019 or its MND, its Applicant WOW Media, Inc., PlaceWorks environmental document preparer, their representatives, IBEC Project Applicant, their agents, officers, attorneys, from January 1, 2016 through the date of your compliance with this request. The requested records include records about any and all approvals, notices of approvals or determination, as well as records about the lots on which the billboard signs are proposed to be installed and communications about vacating any of those lots or City/public right of way and including those in or part of the IBEC Project.
- (23) The administrative record (AR) certified by the City and lodged in the Case of Inglewood Residents Against Takings and Evictions v. Successor Agency To The Inglewood Redevelopment Agency, et al., LASC Case No. BS174709.

Please produce all responsive documents to each item in the same organization as listed above.

I draw your attention to Government Code § 6253.1, which requires a public agency to assist the public in making a focused and effective request by: (1) identifying records and information responsive to the request; (2) describing the information technology and physical location of the records; and (3) providing suggestions for overcoming any practical basis for denying access to the records or information sought.

If you determine that any information is exempt from disclosure, I ask that you reconsider that determination in view of Proposition 59 which amended the State Constitution to require that all exemptions be “narrowly construed.” Proposition 59 may modify or overturn authorities on which the City has relied in the past.

If you determine that any requested records are subject to a still-valid exemption, I request that you exercise its discretion to disclose some or all of the records notwithstanding the exemption and with respect to records containing both exempt and non-exempt content, you redact the exempt content and disclose the rest. Should you deny any part of this request, you are required to provide a written response describing the legal authority on which you rely.

Please be advised that Government Code § 6253(c) states in pertinent part that the agency “shall promptly notify the person making the request of the determination **and the reasons therefore.**” (Emphasis added.) Section 6253(d) further states that nothing in this chapter “shall be construed to permit an agency to delay or obstruct the inspection or copying of public records. The **notification of denial** of any request for records required by Section 6255 shall set forth the names and titles or positions of each person responsible for the denial.”

Additionally, Government Code § 6255(a) states that the “agency shall justify withholding **any record by demonstrating that the record in question** is exempt under expressed provisions of this chapter or that on the facts of the particular case the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record.” (Emphasis added.) This provision makes clear that the agency is required to justify withholding any record **with particularity as to “the record in question.”** (Emphasis added.)

Please clearly state in writing pursuant to Section 6255(b): (1) if the City is withholding any documents; (2) if the City is redacting any documents; (3) what documents the City is so withholding and/or redacting; and (4) the alleged legal bases for withholding and/or redacting as to the particular documents. It should also be noted that to the extent documents are being withheld, should those documents also contain material that is not subject to any applicable exemption to disclosure, then the disclosable portions of the documents must be segregated and produced.

Govt. Code § 6253.9(a) requires that the agency provide documents in their native format, when requested. Pursuant to that code section, please also provide the requested documents, including all applications, in their electronic format (i.e., pdf soft copies).

I further request that no IBEC Project approvals or EIR certification occur until we have been provided all records responsive to our CPRA requests herein, as well as to our prior CPRA requests on April 22 (to Public Works) and April 23, 2020 (re minutes and notes of the closed session), June 4, 2020 (March 24, 2020 hearing video/audio recordings and all signed documents) and on June 8, 2020 (re redevelopment plan issues) **with sufficient advance time to review the produced records.**

If the documents exist in electronic form, we ask that you provide copies on a disk or flashdrive at cost. For any non-electronic documents, if the copy costs for those documents do not exceed \$500, please make the copies and bill this office. If the copy costs exceed \$500, please promptly contact us in advance to arrange a time and place where we can inspect the records.

As required by Government Code § 6253, please respond to this request within ten days. Because we are emailing this request on June 11, 2020, please ensure that your response is provided to us by no later than **June 21, 2020**. Thank you.

Very truly yours,

/s/ Robert Silverstein

ROBERT P. SILVERSTEIN

FOR

THE SILVERSTEIN LAW FIRM, APC

RPS:vl
Encls.

EXHIBIT 1



CITY OF INGLEWOOD
OFFICE OF THE CITY ATTORNEY



DATE: May 19, 2020

TO: Mayor and Council Members

FROM: Office of the City Attorney

SUBJECT: Fourth Amendment to CEQA Funding Agreement No. 18-055 with Murphy's Bowl LLC, to Fund the Costs of certain Legal Activities and Services Required or Contemplated by that certain Amended and Restated Exclusive Negotiating Agreement (ENA) Performed by Remy Moose Manley, LLP at the Request and on the Behalf of the City with Regard to the Proposed Development of a National Basketball Association Arena and Associated Facilities (Project) Near the Intersection of Prairie Avenue and Century Boulevard

RECOMMENDATION:

It is recommended that the Mayor and Council Members take the following actions:

1. Approve the Fourth Amendment to CEQA Funding Agreement No. 18-055 with Murphy's Bowl, LLC to include an additional \$96,133.59 to cover costs of certain Legal activities and services (Phase II) provided by third party consultant at the request and on behalf of the City with regard to the proposed development of a National Basketball Association Arena and associated facilities (Project) near the intersection of Prairie Avenue and Century Boulevard; necessary to provide certain environmental and legal services on behalf of the City as required and/or contemplated by the Exclusive Negotiating Agreement;
2. Approve the Fourth Amendment to Agreement No. 18-058 with Remy Moose Manley, LLP (RMM) to include an additional \$96,133.59 for Phase II scope of services performed outside of the agreement; and
3. Adopt a resolution amending the Fiscal Year 2019-2020 Budget.

BACKGROUND:

On August 15, 2017, the City Council, the City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, and the Inglewood Parking Authority approved an Amended and Restated Exclusive Negotiating Agreement (ENA) with Murphy's Bowl LLC.

On December 19, 2017, the City Council approved CEQA Funding Agreement No. 18-055 (Murphy's Bowl LLC), Professional Services Agreement No. 18-058 (Remy Moose Manley, "RMM") and other third party consultants agreements, which were necessary to fund certain costs of environmental implementation activities and environmental legal services with regard to the proposed development of a National Basketball Association arena and associated facilities (the "Project").

On April 10, 2018, the City Council approved a First Amendment to CEQA Funding Agreement No. 18-055 with Murphy's Bowl LLC, and other third party consultants for certain environmental work being done on the City's behalf and requested by the City.

DR-1

On July 23, 2019, the City Council approved a Second Amendment to CEQA Funding Agreement No. 18-055 and other third party consultants for certain environmental work being done on the City's behalf and requested by the City.

On November 19, 2019, the City Council approved an Amended and Restated Second Amendment to CEQA Funding Agreement No. 18-055, along with a Second Amendment to Agreement No. 18-058 (RMM), and other third party consultants for certain environmental work being done on the City's behalf and requested by the City.

On December 17, 2019, the City Council approved a Third Amendment to CEQA Funding Agreement No. 18-055 with Murphy's Bowl LLC to include an additional \$1,616,958.60 to cover certain City costs and activities associated with the Phase III Scope of Services provided by third party consultants necessary to provide certain environmental and legal services on behalf of the City as required and/or contemplated by the ENA.

DISCUSSION:

Pursuant to the terms of the ENA, the City is charged with performing certain implementation activities with respect to the negotiation and preparation of a disposition and development agreement for the proposed development of the Project. When the City does not have the specific expertise to carry out all of its ENA obligations, it hires certain third party consultants to perform or provide such implementing obligations.

Pursuant to such third party hiring and assistance, City staff and the consultant team began preparation of the environmental documentation in December 2017. On February 20, 2018, the City released the Notice of Preparation of an Environmental Impact Report for the Project.

As indicated above, on November 19, 2019, City Council approved an Amended and Restated Second Amendment to the CEQA Funding Agreement to cover certain additional consultant costs associated with the Phase II work. This fourth amendment is needed to cover work authorized by the City for certain environment services, requested by the City, and provided by Remy Moose Manley but exceeded the allotted compensation of Agreement No. 18-058, in the amount of \$96,133.59.

FINANCIAL/FUNDING ISSUES AND SOURCES:

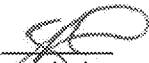
Based upon approval of this Fourth Amendment to CEQA Funding Agreement and adoption of the resolution amending the Fiscal Year 2019-2020 budget for \$96,133.59; Murphy's Bowl LLC will deliver funds in the amount of \$96,133.59 to be deposited into Fund Account Code No. 300.100.A002. Consultant invoices will continue to be paid from Account No. 300.100.A002.44860 (Contract Services).

LEGAL REVIEW VERIFICATION:

Administrative staff has verified that the legal documents accompanying this report have been reviewed and approved by the Office of the City Attorney.

BUDGET REVIEW VERIFICATION:

Administrative staff has verified that this report in its entirety, has been submitted to, reviewed and approved by the Budget Division.

FINANCE REVIEW VERIFICATION: 

Administrative staff has verified that this report in its entirety, has been submitted to, reviewed and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS:

- Attachment No. 1 - Fourth Amended Agreement with Murphy's Bowl
- Attachment No. 2 - Fourth Amended Agreement with Remy Moose Manley, LLP
- Attachment No. 3 - Resolution

APPROVAL VERIFICATION SHEET

PREPARED BY:

Kenneth R. Campos, City Attorney

COUNCIL PRESENTER:

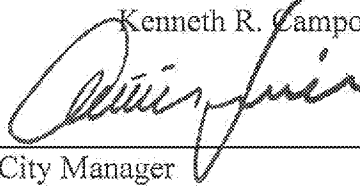
Kenneth R. Campos, City Attorney

DEPARTMENT HEAD APPROVAL:



Kenneth R. Campos, City Attorney

CITY MANAGER APPROVAL:



Artie Fields, City Manager

1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date
2 and year first above written.

3 **CITY OF INGLEWOOD**

REMY MOOSE MANLEY, LLP

4

5

6 James T. Butts, Jr.,
7 Mayor

Whitman F. Manley, Esq.
Special Counsel

7

8 **ATTEST:**

APPROVED AS TO FORM:

9

10

11 Yvonne Horton,
12 City Clerk

Kenneth R. Campos,
City Attorney

12

13

N:\VALEWIS\Contract\Amendments\Legal - Remy Moose Manley - Amendment Four - 4.28.doc

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential
Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential
Information

Confidential Information

Confidential
Information

1 acknowledged and agreed that certain of the funds would be used by the City to hire and pay
2 certain third party consultants (the "CEQA Consultants") required to assist the City in
3 performing its duties and obligations relative to the CEQA Requirements (the "CEQA Work");
4 and

5 **WHEREAS**, the Developer has previously advanced funds pursuant to the CEQA Funding
6 Agreement to specifically pay for the Phase I and Phase II Scope of Services to be performed by
7 the CEQA Consultants which are specifically delineated and described in the CEQA Funding
8 Agreement; and

9 **WHEREAS**, the need for additional Phase II Scope of Services arose and the parties now
10 desire to enter into this Fourth Amendment to amend the CEQA Funding Agreement to
11 provide for additional funds by the Developer to the City in the amount of Ninety-Six
12 Thousand, One Hundred Thirty-Three Dollars and Fifty-Nine Cents (\$96,133.59) to pay the
13 costs of the additional Phase II Scope of Services provided at the request of the City by the
14 City's CEQA Consultant Remy Moose Manley in accordance with the Additional Phase 2 Scope
15 of Work. The Additional Phase 2 Scope of Work is more specifically detailed and described in
16 the attached Exhibit "A," (invoices) to this Fourth Amendment. Reference to the
17 aforementioned Exhibit is fully incorporated into this Fourth Amendment.

18 **NOW, THEREFORE**, the City and Developer (hereinafter referred to individually as
19 "Party" and collectively as the "Parties") hereto mutually agree as follows:

20 **SECTION: 1.**

21 **ARTICLE 1 – MODIFICATION OF THE CEQA FUNDING AGREEMENT**

22 As contemplated in the ENA and the CEQA Funding Agreement, the Parties hereby
23 agree that the CEQA Funding Agreement is hereby amended to provide for the reimbursement
24 by the Developer to the City in accordance with the terms and conditions of this Fourth
25 Amendment.

26 **SECTION: 2.**

27 **ARTICLE 2 – DEVELOPER REIMBURSEMENT OF FUNDS**

28 1. The Developer agrees to fully reimburse funds in the amount of Ninety-Six

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECTION: 5.

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment as of the date and year first above written.

CITY OF INGLEWOOD
a municipal corporation

MURPHY'S BOWL LLC,
a Delaware limited liability company

James T. Butts, Jr.,
Mayor

Brandt A. Vaughan,
Manager

ATTEST:

APPROVED AS TO FORM:

Yvonne Horton,
City Clerk

Kenneth R. Campos,
City Attorney

APPROVED:

By: _____
Royce K. Jones,
Kane Ballmer & Berkman
City Special Counsel

N:\ALEWIS\Contracts\Amendments\Legal - Murphy's Bowl Reimbursement for Henry Misze Mailby - Amend Four 4.20.doc

Confidential Information

Confidential Information

Confidential
Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential
Information

Confidential information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential
Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential
Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

Confidential Information

1 RESOLUTION NO.: _____

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
3 INGLEWOOD AMENDING THE 2019-2020 ANNUAL
4 BUDGET TO PAY CERTAIN INVOICES ASSOCIATED
5 WITH ADDITIONAL PHASE II ENVIRONMENTAL WORK
6 REQUIRED FOR THE PREPARATION AND REVIEW OF
7 THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
8 REPORT AND OTHER RELATED SERVICES.

9 WHEREAS, on August 15, 2017, the City Council, the City of Inglewood as Successor
10 Agency to the Former Redevelopment Agency, and the Inglewood Parking Authority approved
11 an Exclusive Negotiating Agreement with Murphy's Bowl, LLC; and

12 WHEREAS, on December 19, 2017, the City Council approved a funding agreement with
13 Murphy's Bowl, LLC to provide certain funding for the phased preparation of a California
14 Environmental Quality Act report ("Environmental Impact Report") with regard to the
15 proposed development of a National Basketball Association arena and associated facilities; and

16 WHEREAS, Phase I environmental work has concluded and Phase II environmental work
17 has commenced but required additional Phase II environmental work ("Phase II Augment
18 Work") necessary for the timely completion of the Environmental Impact Report and associated
19 documents related to a professional basketball arena; and

20
21 WHEREAS, Phase II Augment Work has been completed; pursuant to which, the costs of
22 which exceeded the available contract funding amount for the Phase II environmental work;
23 and

24 WHEREAS, this budget amendment will ensure that the additional funds are available
25 to pay the invoices for the City-requested and approved Phase II Augment Work; and

26 WHEREAS, sufficient funds are available and identified in Exhibit "A."

27 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Inglewood,
28 California, does hereby:

Exhibit A

Fund: 300 Advanced Funds
 Agency: 100 Capital Projects
 Orgn: A002 Murphy's Bowl-CEQA

OBJECT CODE		FY2019-20 Budget	Amendment Request	Increase/ (Decrease)
4000.00	Revenue	\$ 3,191,770	\$ 3,287,904	\$ 96,134
Total		<u>\$ 3,191,770</u>	<u>\$ 3,287,904</u>	<u>\$ 96,134</u>

Fund: 300 Advanced Funds
 Agency: 100 Capital Projects
 Orgn: A002 Murphy's Bowl-CEQA

OBJECT CODE		FY2019-20 Budget	Amendment Request	Increase/ (Decrease)
44860.00	Contract Services	\$ 3,792,858	\$ 3,888,991	\$ 96,134
Total		<u>\$ 3,792,858</u>	<u>\$ 3,888,991</u>	<u>\$ 96,134</u>