

# CITY OF INGLEWOOD

## OFFICE OF THE CITY MANAGER



**DATE:** July 21, 2020

**TO:** Mayor and Council Members

**FROM:** Economic and Community Development Department

**SUBJECT:** Amendments to Agreements with ESA (Environmental Science Associates), Trifiletti Consulting Inc., and RMM (Remy Moose Manley LLP), for certain third party Environmental, Legal, and other Consulting Services Regarding the Proposed Development of a National Basketball Association Arena and Associated Facilities (Project) near the Intersection of Prairie Avenue and Century Boulevard

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### RECOMMENDATION:

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

- 1) Approve the Fifth Amendment to Agreement No. 18-056, with ESA (Environmental Science Associates) to include additional Phase II augmentation scope and cost in the amount of \$175,430.00, and additional Phase III augmentation scope and cost in the amount of \$421,011.00, for a total of \$596,441.00, to be performed 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;
- 2) Approve Third Amendment to Agreement No. 18-057, with Trifiletti Consulting Inc. to include additional Phase III scope and cost in the amount of \$75,000.00, to be performed 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; and,
- 3) Approve Fifth Amendment to Agreement No. 18-058, with RMM (Remy Moose Manley LLP) to include Phase III scope and cost in an additional amount of \$389,160.00..

### BACKGROUND:

On August 15, 2017, the City Council, the City of Inglewood as Successor Agency to the 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. 18-056 (Environmental Science Associates, "ESA"), Professional Services Agreement No. 18-057 (Trifiletti Consulting Inc., "Trifiletti"), and Professional Services Agreement No. 18-058 (Remy Moose Manley, "RMM") 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 an amendment to Agreement No. 18-056 with ESA and Agreement No. 18-057 with Trifiletti Consulting to modify the scope and services, and increase the cost of their respective consultant agreements in order to fund Phase II of the environmental implementation consultant work.

On April 9, 2019, the City Council approved a First Amendment to Agreement No. 18-058 (RMM) to increase the total compensation of the agreement for additional costs related to the environmental implementation.

On July 23, 2019, the City Council approved Second Amendment to Agreement No. 18-056 with ESA to increase the total compensation for additional costs related to Phase II of the environmental implementation consultant work.

On November 19, 2019, the City Council approved a Third Amendment to Agreement No. 18-056 with ESA and a Second Amendment to Agreement No. 18-058 (RMM), to increase the total compensation of their respective consultant agreements related to the additional costs of the Phase II environmental implementation work.

On December 17, 2019, the City Council approved a Fourth Amendment to Agreement No. 18-056 (ESA), Second Amendment to Agreement No. 18-057 (Trifiletti Consulting), and Third Amendment to Agreement No. 18-058 (RMM), to increase the total compensation of their respective consultant agreements related to the additional costs of the Phase II and Phase III environmental implementation work.

On May 26, 2020, the City Council approved a Fourth Amendment to Agreement No. 18-058 (RMM) to cover costs of certain additional Legal activities and services for Phase II environmental implementation work.

SUMMARY OF PRIOR AMENDMENTS			
	<u>ESA</u>	<u>RMM</u>	<u>Trifiletti</u>
Initial Agreement	December 19, 2017	December 19, 2017	December 19, 2017
First Amendment	April 10, 2018	April 9, 2019	April 10, 2018
Second Amendment	July 23, 2019	November 19, 2019	December 17, 2019
Third Amendment	November 19, 2019	December 17, 2019	
Fourth Amendment	December 17, 2019	May 26, 2020	

#### **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 its ENA obligations, it hires certain third-party consultants to perform or provide such implementing obligations.

Since December 2017, there have been several City Council approved amendments to certain third-party professional services agreements, which have been necessary for environmental implementation activities and environmental legal services for the proposed Project (See Table Summary of Prior Amendments, above). The Final Project EIR has been completed. These proposed amendments are for additional Phase II and/or Phase III work that has been or to be performed by the following consultants: ESA and its subconsultants (\$596,441); Trifiletti Consulting Inc. (\$75,000); Remy Moose Manley and its subconsultants (\$389,160).

Note, the costs associated with these amendments are included in a proposed Fifth Amendment to CEQA Funding Agreement No. 18-055 which shall provide for a total additional increase to the CEQA Funding Agreement (18-055) of \$1,378,601.00.

**FINANCIAL/FUNDING ISSUES AND SOURCES:**

Upon approval of a proposed Fifth Amendment to CEQA Funding Agreement No.18-055 (Murphy's Bowl LLC), and adoption of a resolution amending the Fiscal Year 2019-2020 budget, Murphy's Bowl LLC will deliver funds in the amount of \$1,378,601.00 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:** Yp

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

**BUDGET REVIEW VERIFICATION:** Yp

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

**FINANCE REVIEW VERIFICATION:** Yp

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 1: Fifth Amendment to Agreement No. 18-056, ESA
- Attachment 2: Third Amendment to Agreement No. 18-057, Trifiletti Consulting Inc.
- Attachment 3: Fifth Amendment to Agreement No. 18-058, RMM

**PREPARED BY:**

Christopher E. Jackson, Sr., Economic and Community Development Director  
Mindy Wilcox, AICP, Planning Manager

**COUNCIL PRESENTER:**

Mindy Wilcox, AICP, Planning Manager

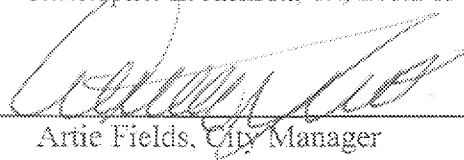
## APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:



Christopher E. Jackson, Sr., Econ. & Comm. Dev. Director

CITY MANAGER APPROVAL:



Artie Fields, City Manager

# **ATTACHMENT NO. 1**

THIS FIFTH AMENDMENT TO AGREEMENT NO.: 18-056 ("Fifth Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF INGLEWOOD (hereinafter referred to as the "City"), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and ENVIRONMENTAL SCIENCE ASSOCIATES (hereinafter referred to as the "Consultant") a California corporation with an office located at 626 Wilshire Boulevard, Suite 1100, Los Angeles, California 90017.

## RECITALS

WHEREAS, on December 19, 2017, the City entered into Agreement No.: 18-056 with the Consultant to assist the City in the preparation of an Environmental Impact Report and associated documentation related to a professional basketball arena; and

WHEREAS, the Consultant submitted a proposal dated April 5, 2018, related to the preparation of an Environmental Impact Report and associated documentation related to specified services for Phase II of the proposed development of a professional basketball arena; and

WHEREAS, on April 10, 2018, the City and the Consultant entered into that certain First Amendment to Agreement No.: 18-056 to expand the Scope of Services to include Phase II work and increase the Consultant's Compensation with respect thereto; and

WHEREAS, on July 23, 2019, the City approved that certain Second Amendment to Agreement No.: 18-056 to expand the Scope of Services to include additional Phase II work and increase the Consultant's Compensation with respect thereto; and

WHEREAS, on November 19, 2019, the City and the Consultant entered into Amendment Three to Agreement No.: 18-056 to expand the Scope of Services to include Phase II Augment work and to increase the Consultant's Compensation with respect thereto; and

WHEREAS, On December 17, 2019, the City and Consultant entered into Amendment Four to Agreement No.: 18-056 for the Consultant to perform Phase III work and to increase the Consultant's Compensation; and

WHEREAS, the City and the Consultant now wish to enter into this Fifth Amendment to Agreement No.: 18-056 for Additional Phase II Augmentation Scope and Phase III Augmented

1 work and to increase the Consultant's Compensation with respect thereto; and

2       **WHEREAS**, the Consultant desires to provide the City with such additional  
3 environmental services as the City desires, and it is ready, willing, able, qualified and  
4 experienced to provide such additional services and makes such representation pursuant to  
5 this proposed Fifth Amendment.

6       **NOW THEREFORE**, the City, and the Consultant (hereinafter referred to collectively as  
7 the "Parties") hereto mutually agree as follows:

8       **SECTION: 1.**

9       Delete in its entirety, Paragraph 1.1 of Article 1, Scope of Consultant's Services, and  
10 replace it with the following:

11                       **ARTICLE 1 – SCOPE OF CONSULTANT'S SERVICES**

12       1.1    Scope of Services.   Consultant shall provide all labor, tools, materials,  
13 equipment, supplies and transportation necessary to perform the required services as  
14 specified in the following Consultant's proposals:

15               1.1.1   Phase I – December 4, 2017, Project Management, Meetings, Scoping  
16 and Notice of Preparation marked as Exhibit "A;" and

17               1.1.2   Phase II – April 5, 2018, Draft EIR marked as Exhibit "B;" and

18               1.1.3   Phase II Expanded – A three-page letter dated June 19, 2019, marked as  
19 Exhibit "C."

20               1.1.4   Phase II Augment – A three-page letter dated October 15, 2019, marked  
21 as Exhibit "D."

22               1.1.5   Phase III – A five-page letter, dated October 16, 2019, marked as Exhibit  
23 "E."

24               1.1.6   Additional Phase III Augmentation – A four-page letter dated June 3,  
25 2020, marked as Exhibit "F."

26       Exhibits "A," "B," "C," "D," "E," and "F" are incorporated herein by this reference as if  
27 set forth in full.

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1        **SECTION: 2.**

2        Delete in its entirety, Paragraph 3.1 of Article 3, Compensation, and replace it with the  
3 following:

4                                **ARTICLE 3 - COMPENSATION**

5        The Consultant, pursuant to Agreement No.: 18-056, as amended, shall be paid a not-  
6 to-exceed amount of six million seventy-nine thousand three hundred and nine dollars  
7 (\$6,079,309). The total not-to-exceed amount to date for Agreement No.: 18-056 , as  
8 amended, is:

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AGREEMENT	AMOUNT
Agreement No.: <u>18-056</u>	\$188,418
Amendment One	\$2,228,032
Amendment Two	\$1,229,430
Amendment Three	\$832,036
Amendment Four	1,004,952
Amendment Five	596,441
Grand Total	\$6,079,309

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17        **SECTION: 3.**

18        Except as changed by this Fifth Amendment and all previously approved amendments  
19 (the "Amendments"), all terms and provisions of Agreement No.: 18-056, and all  
20 corresponding exhibits and attachments, shall remain unchanged and in full force and effect.

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

3 CITY OF INGLEWOOD

ENVIRONMENTAL SCIENCE

ASSOCIATES

4  
5  
6 \_\_\_\_\_  
7 James T. Butts, Jr.,  
8 Mayor

  
9 \_\_\_\_\_  
10 Brian D. Boxer  
11 Senior Vice President

12  
13 ATTEST:

APPROVED AS TO FORM:

14 \_\_\_\_\_  
15 Yvonne Horton,  
16 City Clerk

\_\_\_\_\_

Kenneth R. Campos,  
City Attorney

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## Exhibit A ESA Scope of Work

### Phase 1: Project Initiation, Definition, and Scoping

#### Task 1: Project Management

ESA has assembled a project management team and approach that will maximize our ability to meet the deadlines established for this project, which includes certification of an environmental document within approximately 14 to 18 months from issuance of a notice to proceed.

We have assigned a uniquely experienced core project leadership and management team that will work interactively on strategy, development, and review of the document. ESA's Project Director (Brian Boxer) will be actively involved in developing the analytical approach to individual technical analysis sections, providing strategic CEQA guidance and internal quality control for the environmental document, and ensuring the commitment of ESA resources to meet the project schedule. ESA's Project Manager (Terri Ayala) will oversee preparation of each component of the environmental analysis and, as the day-to-day project lead, will coordinate interaction between the City team, Project Proponent team, and ESA staff. Our Deputy Project Managers, Christina Erwin and Addie Farrell, will support Brian and Terri. This provides a well-rounded leadership team that can facilitate the delivery of high quality products on an expeditious schedule.

This scope and budget assumes a high level of involvement by this team to address project management issues, including coordination and meetings with the City team, internal coordination of the technical members of the ESA team, guidance of the technical team, preparation of public presentations, review and revision based on City comments, QA/QC, and other related tasks.

#### Task 1 Deliverables:

Monthly progress reports, invoices, quality assurance, budget management, and project communications.

Refined and expanded scopes of work for Phases 2 and 3.

#### Task 2: Meetings with Project Proponent and City Teams

This task includes a project kickoff meeting with the City team, and another including the proponent team, as well as ongoing project coordination meetings/conference calls with the City team. It is anticipated that these meetings will be attended by ESA's Project Manager, and, as needed, by Project Director, and/or Deputy Project Managers, as well as other technical team members as needed and as supported by the budget, to address issues as they arise.

##### 2.1: Kickoff Meeting

ESA's Project Manager and Project Director, along with selected key team members (e.g., subconsulting team members and/or technical specialists), will attend up to two kickoff meetings with City staff. Subjects for review and discussion at the kickoff meeting will include, but are not necessarily limited to:

- Confirmation of the project components, phasing, and appropriate analytical baseline;
- Confirmation of appropriate reliance on or references to the Inglewood General Plan, Hollywood Park Specific Plan and EIR, and other relevant documents;
- Confirmation of the scope of work, budget, schedule, and communication protocols;

- Confirmation of steps necessary to comply with any applicable requirements of PRC §§21180-21189.3 or equivalent special legislation;
- Identification of project data, information sources, and key contacts; and
- Discussion of key issues known to be of concern to agencies, interest groups, and the public.

ESA will provide a detailed schedule including identification of incremental dates for all required project description and other technical information necessary to achieve the desired schedule.

It is assumed that the City will provide any project-specific studies prepared to-date, exhibits, project description details including project and on- and off-site infrastructure plans, and materials for development of the environmental document prior to the kickoff meetings. If additional data are required, we will submit a memorandum identifying outstanding data requirements and the dates when such requirements are needed in order to maintain schedule compliance.

## 2.2: Ongoing Project Coordination Meetings

Our understanding and experience with similar projects of this magnitude suggests that the CEQA process will be benefited by regular communication. Therefore, we propose that meetings or conference calls be held, on average, weekly through the process, depending on need. These meetings/conference calls should be scheduled at a standard time and place on a weekly basis. In the event that meetings/conference calls are determined to be unnecessary, they can be readily cancelled or reduced to biweekly; in our experience it is much easier to cancel a standing meeting than to call an ad-hoc meeting on short notice.

During Phase 1, key issues to be discussed and worked out will include:

- Project Description, including any ancillary development and/or off-site improvements. Because of the unique characteristics of sports and entertainment venues, detailed assumptions need to be made about numerous operational characteristics such as start/end times for events, arrival/drop off locations for a wide variety of types of transportation, interaction of events with transit availability, truck loading and storage/parking during events, media truck staging, and pedestrian access points;
- CEQA process, including identification of any steps necessary to comply with requirements of PRC §§21180-21189.3, or equivalent special legislation;
- Scope of EIR technical issues, including the transportation and circulation analysis. This will include determination of such issues as: proper baseline conditions; characterization of the existing travel demand characteristics of Clippers games, including the distribution of trips throughout the region, and vehicle miles traveled; potential for simultaneous events at Clippers Arena, Rams/Chargers Stadium, and The Forum; consideration of social and economic effects, including gentrification and urban decay; and other issues raised by local community groups;
- Cumulative context, especially related to the Hollywood Park Specific Plan and NFL Stadium construction, transportation and transit improvements, and other development in the City and area;
- Alternatives definition, including alternatives for full consideration in the EIR, as well as those that were considered but eliminated from further consideration.

## Task 2 Deliverables:

Project meeting agendas follow-up

Detailed schedule including project description and related information requirements

## Task 3: Scoping and Notice of Preparation

### 3.1: Initial Consultation

ESA will support the City's efforts to undertake early consultation with interested local, regional and State agencies. Such agencies could include Caltrans, LA Metro, South Coast Air Quality Management District, SCAG, Los Angeles World Airports, and others. The recently enacted Assembly Bill (AB) 52 will necessitate tribal consultation as part of the evaluation of cultural resources. It is expected that AB 52 consultation will be undertaken by the City, and that the City will provide information to ESA regarding the status of that outreach and any ongoing communication/consultation with the tribes.

### 3.2: Notice of Preparation

ESA will initiate the CEQA process by preparing a NOP for the EIR. Because of the size and scale of the project, we do not currently anticipate preparation of an Initial Study. The NOP will include a project description that describes the proposed project land uses, densities and intensities, and anticipated design features. Based on past experience, we expect that the project description will be refined based on further design during the EIR process, but it is anticipated that the final project description will not be altered materially following publication of the NOP. The NOP will include a listing of environmental topical issues and analyses to be provided in the EIR and the reasons for determining that certain environmental effects, if any, would not be significant. If the City determines to prepare an Initial Study, ESA will provide an estimate cost and schedule for such a document.

The NOP will indicate that an EIR is in preparation and request guidance from agencies and the public regarding the scope and content of the information to be included in the EIR. The NOP will include a brief description of the project, information regarding the scoping meeting, and the process for completing the EIR.

The Draft NOP will be submitted to the City staff for review and comment. Based on one set of consolidated City comments, the ESA team will prepare the Final NOP and Notice of Completion (NOC) for distribution by the City. ESA will be responsible for circulation of the NOP to the applicable responsible and trustee agencies and interested parties, as directed by the City, and submittal of the NOP to the Office of Planning and Research (OPR) State Clearinghouse. The City would be responsible for mailing the Notice of Availability (NOA) to adjacent property owners or other interested parties and for publication of the NOA in a newspaper of general circulation.

### 3.3: Public Scoping Meeting

Pursuant to State CEQA Guidelines §15082(c)(1), during the 30-day review period of the NOP, ESA will assist the City in conducting a scoping meeting. The purpose of the scoping meeting will be to provide responsible agencies and the public the opportunity to provide input into the proposed scope and content of the EIR. The scoping meeting will also provide a preview of any environmental concerns the public may have. ESA will assist the City in developing the format for this meeting, as well as preparing sign-in sheets, comment cards, and a handout related to the environmental review process; it is assumed that the Project Proponent and/or the City will prepare oversized exhibits illustrating key

features of the Project. The City will post the required noticing for the meeting, schedule the date, time and location for the meeting, and secure the meeting room. The scoping meeting will be attended by ESA's Project Director, Project Manager, and Deputy Project Manager. If requested, ESA will retain a court reporter to provide a transcript of the meeting.

#### 3.4: Scoping Comment Review and Phase 2 Scope of Work

Following the 30-day review period, ESA will collect and review any comment letters received and summarize the content of the comment letters in the EIR. ESA will review all written comments, and will provide the City with a summary memorandum identifying areas that need to be considered in the Draft EIR. Based on the summary memorandum, ESA will develop a detailed scope of work and budget for the Administrative Draft EIR (Phase 2), including technical analyses to be undertaken. As noted above, based on the scope of work for the Administrative Draft EIR, ESA may augment our technical team with additional expertise in response to issues raised in the scoping process.

#### Task 3 Deliverables:

- Early consultation meeting agendas
- Draft and Final NOP (up to 100 copies)
- Public scoping meeting PowerPoint presentation and up to 100 hard copies
- Provide a court reporter for the scoping meeting
- Summary memorandum of NOP comments and environmental issues
- Scope of Work and Budget for Phase 2 tasks

#### Phase 2: Draft EIR

The following scope of work for Phase 2 is conceptual and based on a fuller understanding of the project as defined in Phase 1 will be refined, expanded, and budgeted as part of the conclusion of the Phase 1 tasks.

#### Task 4: Peer Review Proponent Prepared Technical Studies

Pursuant to the Exclusive Negotiating Agreement it is expected that a number of environmental and other technical documents related to the project (civil engineering-related studies, geology, and hazards/hazardous materials) will be made available to the City and ESA to inform the preparation of the EIR. It is common practice to use such 3rd party studies to assist in describing the project setting, particular project effects, and/or mitigation, and such studies can ultimately be useful in supporting the City's analysis and conclusions in the EIR. However, to establish objective credibility and independent judgment of the EIR document, it is important that such 3rd party-prepared studies are independently peer reviewed by technical experts under the employ of the City and/or ESA prior to inclusion in the EIR. ESA will use its in-house senior experts to conduct a thorough technical peer review of any 3rd party-prepared studies provided to the City, such as those related to water supply, wastewater, storm drainage, geology and soils, and hazardous materials and hazards. The peer review will document and establish the technical accuracy of the information, and identify any apparent deficiencies, errors and/or omissions affecting the completeness, methodologies, findings and adequacies of the technical reports.

The peer review will advise the City of any revisions or additions to the technical studies that may be necessary to provide an adequate analysis of the potential environmental impacts of the proposed Clippers Arena Project.

The product of the peer review will be in the form of summary memoranda with attached document mark-ups that will be submitted to the City for its review. It is expected that issues raised in the draft memoranda will be discussed with the City and that any issues identified will be addressed in revised versions of the technical studies prepared by the 3rd party experts. The final memoranda will reflect ESA's conclusions as to the veracity of 3rd party-provided information for use in the EIR. These peer review memoranda will become part of the administrative record for the EIR.

#### Task 4 Deliverables:

Draft and final peer review memoranda (electronic)

#### Task 5: Prepare Administrative Draft Environmental Impact Report

ESA will prepare an Administrative Draft EIR that addresses the full range of environmental impacts of the proposed Los Angeles Clippers Arena Project. To the extent appropriate, the analysis will utilize relevant information contained in the Hollywood Park Specific Plan EIR, and any other relevant studies or CEQA documents identified by the City. Incorporation by reference or other similar techniques will be used to maximize the use of the previously-prepared analyses and information. As appropriate, the EIR will document City codes, prior adopted measures, or relevant plan policies that would avoid or reduce the magnitude of project impacts, and will also identify potential project-specific mitigation measures that could further reduce the impacts of the proposed project.

Our analysis will be structured in a way that is consistent with CEQA, the State CEQA Guidelines, and relevant case law. Our analyses will be informed by the City of Inglewood General Plan, the Hollywood Park Specific Plan and EIR, the Inglewood Energy and Climate Action Plan (2013), the SCAG 2016 Regional Transportation Plan/Sustainable Communities Strategy (Envisioning Our Region in 2040), and any additional relevant technical studies, as appropriate. We assume that City staff will review the Administrative Draft EIR and provide comments that represent the independent judgment of the City. We will participate in meetings to discuss, clarify, and determine the proper direction for revising the document based on City staff comments.

The preparation of the Administrative Draft EIR will be undertaken as specified below:

##### Introduction

The Introduction to the EIR will present the project background, and will describe the organization of the EIR, type and use of the EIR, the environmental review process, the focus of the EIR analysis, other documents used in preparation of the EIR, lead and responsible agencies, and opportunities for public comment.

##### Summary

The Summary will clearly present the proposed Los Angeles Clippers Arena Project and the relationship of the proposed project to the City of Inglewood General Plan, and the Hollywood Park Specific Plan. The Summary will also summarize the main findings of the EIR. We will include a summary table that summarizes the impacts, the significance of each impact before and after prior adopted mitigation measures, any additional recommended project-specific mitigation measures, and the significance of each impact after implementation of project-specific mitigation measures. The summary table will also present the impacts that were considered to be fully evaluated in prior program-level EIRs and the

mitigation measures that were identified in those documents and that will be adopted for the proposed project. The Summary will also summarize areas of controversy, the comparative effects of alternatives analyzed, and significant and unavoidable impacts, if any.

The Summary will be presented and formatted with the intent that it may be separately printed and distributed for use by interested parties.

#### Project Description

The project description section of the Administrative Draft EIR will be based on project design and construction information developed and provided to ESA by the Project Proponent and reflected in the Environmental Information and Checklist Form. ESA will coordinate with the project design and construction team to identify any supplemental information requirements necessary for the EIR. It is anticipated that the project description will include the following items:

- Clippers Arena building size and footprint;
- Team office, practice facility, sports medicine clinic, and complimentary food and drink, and associated retail use size and footprint;
- Circulation and access;
- Parking;
- Signage and lighting, including digital billboards and/or rooftop signage;
- Creation of common space, landscaping, and pedestrian areas around the arena;
- Anticipated events, including number, type, and size;
- Anticipated hours of operation;
- Number of employees;
- Any uses in addition to the Arena (e.g., vendors);
- Construction methods and timeframes;
- On- and off-site infrastructure, including any infrastructure that may serve existing on- or off-site uses, or other uses that could be disrupted by construction;
- Phasing (if there are pieces of the project that will be brought on after the Arena construction);
- Relationship to/consistency with the City of Inglewood General Plan;
- City approvals; and
- Other agency approvals.

if such information is not going to be made available, and if necessary to maintain the project schedule, we will identify assumptions that can be made regarding the Los Angeles Clippers Arena Project. We are expecting that the architects, engineers, and designers under contract to the Project Proponent will confirm these assumptions. From the information provided by the City and Project Proponent team, ESA will further refine, as necessary, the project description which describes the project objectives, proposed infrastructure, and demand-related infrastructure and services.

#### Issues Previously Determined to be Less Than Significant

Based on initial review undertaken as part of the preparation of the ROP, any issues eliminated from consideration in the EIR will be addressed in a separate chapter of the Administrative Draft EIR, entitled "Issues Previously Determined to be Less Than Significant." This list may be altered as comments are received during scoping or as information becomes available during Administrative Draft EIR preparation.

#### Environmental Setting, Impacts and Mitigation Measures

At the conclusion of Phase 1, and based on further coordination with the City, ESA will develop a detailed scope of work for the technical analyses to be included in the Administrative Draft EIR. Based on initial evaluation of the project, we anticipate that the proposed project has the potential to affect or potentially affect the following environmental resource issue areas:

- Land Use
- Population and Housing
- Aesthetics, Light, and Glare
- Air Quality
  - Criteria Pollutants*
  - Health Risks*
  - Air Quality Mitigation Plan*
- Biological Resources
- Cultural Resources
  - Archaeology*
  - Historic*
- Geology and Soils
- Global Climate Change/Greenhouse Gas Emissions
- Hazards/Hazardous Materials
- Hydrology and Water Quality
- Mineral Resources
- Noise and Vibration
- Public Services
  - Fire Protection*
  - Police Protection*
  - Schools*
  - Parks and Recreation Services*
- Paleontological Resources
- Transportation and Circulation
- Utilities and Service Systems
  - Wastewater and Drainage*
  - Water Supply*
  - Solid Waste*



- \* Growth Inducement and Urban Decay
  - Growth Inducement
  - Urban Decay
- \* Alternatives
- \* Other CEQA-Mandated Sections
  - Cumulative Impacts
  - Unavoidable Significant Impacts

#### Task 5 Deliverables:

Draft EIR Section Template (electronic)

Complete Administrative Draft EIR (10 hard copies + electronic)

#### Task 6: Prepare Draft Environmental Impact Report

##### 6.1: Screencheck Draft Environmental Impact Report

ESA anticipates that all comments on the Administrative Draft EIR will be directed through the City's Economic and Community Development Department, which will convey a single set of consolidated comments to ESA. ESA will incorporate City staff comments on the Administrative Draft EIR and submit one electronic version of the Screencheck Draft EIR to the City for review. We expect that the comments will direct revisions to the ADEIR. For budgeting purposes, we have assumed that no new technical studies will be prepared and that ADEIR technical studies will not need to be substantially revised based on changes to the project or pre-approved assumptions. We will allocate a level of effort to this task based on our understanding of the schedule and our past experience. Once the comments are received and review meetings have been conducted, we will consider the adequacy of the level of effort and confirm this with the City.

##### 6.2: Public Draft Environmental Impact Report

ESA will incorporate City staff comments on the Screencheck Draft EIR based on a single set of consolidated comments, and submit a final Public Draft EIR to the City for distribution for a 45-day public comment period. We expect that the comments will direct revisions to the Screencheck DEIR, and we have assumed that the comments will be primarily editorial in nature. We expect that one review meeting will be conducted to make final decisions about revisions to the Screencheck Draft EIR. We will allocate a level of effort to this task based on our understanding of the compressed schedule and our past experience. Once the comments are received, we will consider the adequacy of the level of effort and confirm this with the City.

ESA will file 15 copies of the Summary and 15 CDs of the entire document (as preferred by the State Clearinghouse) and an NOC with the State Clearinghouse.

We assume that City staff will prepare a Notice of Availability (NOA) to accompany the Draft EIR. We also assume the City will distribute the EIR to interested stakeholders, contiguous property owners, and/or publish the Notice of Availability in a newspaper of general circulation in the area affected by the proposed project.

In the event that the project has qualified under the requirements of PRC §21180-21189.3, or equivalent special legislation, ESA will submit to the City all Administrative Record materials in support of the Draft EIR in a form suitable for uploading to the City's website.

#### Task 6 Deliverables:

Screencheck Draft EIR (electronic)

Draft EIR and NOC (10 bound copies of Draft EIR + 3 copy-ready of Draft EIR and Appendices + electronic + web-ready electronic for City to distribute) (35 Summaries (hard copies) + 15 CDs for ESA to deliver to the State Clearinghouse)

Administrative Record for Draft EIR (electronic)

#### Task 7: Draft EIR Public Comment Period and DEIR Hearing

##### 7.1 Public Comment Period

If the project has been certified pursuant to the requirements of PRC 521180-21189.3, or equivalent special legislation, ESA will work with the City to implement a system of posting of public comments within 72 hours of receipt by the City. This could be accomplished in coordination with the City's web master, or through the development of a separate website hosted by ESA.

##### 7.2: Public Hearing on Draft EIR

During the 45-day review period, ESA will support the City's hosting of a public meeting to receive comments on the Draft EIR. The purpose of the meeting will be to provide responsible agencies and the public the opportunity to provide input on the adequacy of the Draft EIR. ESA will assist the City in preparing the format and exhibits for this hearing, and will provide a PowerPoint presentation that summarizes the Project Description and conclusions of the Draft EIR. The City will post the required notice for the hearing; schedule the date, time, and location for the hearing; and secure the meeting room. If requested, ESA will provide a court reporter to prepare a transcript of the hearing.

#### Task 7 Deliverables:

Host project-specific website, if requested

Provide a court reporter for the public hearing, if requested

#### Phase 3: Final EIR and Project Approvals

The following scope of work for Phase 3 is conceptual and will be refined and budgeted as part of the conclusion of the Phase 2 tasks.

#### Task 8: Prepare Administrative and Final EIR Documents

##### 8.1: Administrative Final EIR

ESA will review the comments received during the public review period on the Draft EIR. We will prepare written responses to comments and make necessary changes to the Draft EIR to create the Administrative Final EIR document. The Administrative Final EIR document will include:

- A brief introduction

- \* enumerated comment letters on the Draft EIR;
- \* responses to all comments on substantive environmental issues presented in the Draft EIR; and
- \* a listing of revisions to the Draft EIR.

Based on our understanding of this high-profile project, we expect that the level of comment received during public review of the Draft EIR will be robust. We further expect to receive numerous letters from agencies addressing concerns relevant to their agency, and many letters from the public expressing support or opposition to the project.

In order to expedite preparation and review of responses to comments, we expect at least one day-long meeting to review comments and discuss direction for responses.

ESA will provide an estimate of the level of effort required to prepare responses to comments based on our experience with other similar projects, our current understanding of the relative support and opposition to the project, and our understanding of the desired schedule. ESA will respond to comments related to the potential physical impacts of the proposed project as they relate to the environmental and/or economic analyses presented in the EIR within the estimated level of effort. We expect that responses will involve explanation, clarification, or amplification of the contents of the Draft EIR. We have assumed for budgeting purposes that no new technical analyses will be required nor that completed technical studies will need to be substantially revised based on changes to the project or pre-approved assumptions as part of the response to comments. Once the comments are received, we will consider the adequacy of the level of effort and confirm this with the City. ESA will continue to build the Administrative record, as applicable.

### **8.2: Screencheck and Final EIRs**

Following review of the Administrative Final EIR, ESA will make revisions to the responses and prepare Screencheck Final EIR and Final EIR documents.

We assume that the City will prepare the Notice of Availability, Findings of Fact, and Statement of Overriding Considerations, if necessary. In the event that the City requests support on one or more of these approval documents, we have included these items as an optional task.

#### **Task 8 Deliverables:**

Administrative Final EIR (5 bound hard copies + electronic)

Screencheck Final EIR (electronic)

Final EIR for publication (5 bound hard copies + 1 copy-ready + electronic + electronic web-ready)

Administrative Record for Final EIR (electronic)

#### **Task 9: Mitigation Monitoring and Reporting Program**

ESA will prepare a draft MMRP for review and comment. The MMRP will be prepared in an agreed-upon format and will consist of:

- An project-specific mitigation measures or mitigating project features, including relevant measures and mitigating policies from the General Plan EIR, if relevant;

- Timing/frequency of action;

- Responsibility for implementation;

- Responsibility for monitoring;

- Verification of compliance.

To the extent possible, monitoring and implementation will be tied to existing City processes and mechanisms.

The draft MMRP will be submitted with the Administrative Final document for review. Following receipt of comments, ESA will revise the MMRP for publication. If requested, the MMRP will be bound with the Final EIR document.

Task 9 Deliverables:

Draft and Final MMRP (electronic)

#### Task 10: Environmental Impact Report Hearings

##### 10.1: Planning Commission Hearings

The ESA Project Director and Project Manager will participate in one (1) study session/workshop and one (1) public hearing before the City Planning Commission related to consideration of certification of the EIR and approval of the project. We assume that City staff would prepare any necessary presentations, and that the ESA team would support that process by assisting with a PowerPoint presentation, for example, or answering questions during the hearing related to EIR certification and the project's merits.

##### 10.2: City Council Hearings

The ESA Project Director and Project Manager will participate in two (2) public hearings before the City Council for consideration of certification of the EIR and approval of the project. We assume that City staff would prepare any necessary presentations, and that the ESA team would support that process by assisting with a PowerPoint presentation, for example, or answering questions during the hearing on the project's merits.

We assume that City staff will prepare and file the Notice of Determination (NOD) with the State Clearinghouse and the Los Angeles County Clerk and would pay Department of Fish and Wildlife (DFW) fees associated with filing of the NOD.

Task 10 Deliverables:

Attend two (2) City Planning Commission hearings, including preparing relevant materials

Attend two (2) City Council hearings, including preparing relevant materials

#### Task 11: Assemble Administrative Record Materials

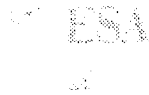
ESA will prepare the project EIR binder, which will include the following:

- Draft EIR, as modified by the Final EIR;
- Final EIR, which includes the comments received, responses to comments, changes to the Draft EIR and information added to the Draft EIR by the City as Lead Agency;
- City Council Resolution Certifying the EIR and adopting the Mitigation Monitoring Program for the project;
- CEQA Findings of Fact and Statement of Overriding Considerations for the project;
- Mitigation Monitoring and Reporting Program (MMRP) for the project, and
- Any additional materials, such as Errata, as requested by the City.

It is assumed that preparation of the project EIR binder can be completed within the proposed level of effort for this task (see attached cost estimate).

#### Task 11 Deliverables:

Project binder (two (2) hard copies, and one electronic version)



335 Wilshire Boulevard  
Suite 1100  
Los Angeles, CA 90010  
213.899.4300 ext. 200  
213.899.4301 fax

[www.esaassoc.com](http://www.esaassoc.com)

April 5, 2018

Mindy Wilcox, AICP, Planning Manager  
City of Inglewood, Planning Division  
One West Manchester Boulevard, 4th Floor  
Inglewood, CA 90301

Subject: Phase 2 Scope of Work for the Proposed Inglewood Basketball and Entertainment Center EIR  
(ESA D171236.00)

Dear Ms. Wilcox:

This scope of work is designed to provide the City of Inglewood (City) a Draft EIR that is consistent with the Notice of Preparation (NOP) that was published on February 20, 2018, reflects the City's independent judgment, and achieves the proposed schedule. For purposes of this scope of work and related budget estimate, we assume that the project would be as described in the NOP, and would include the following components:

- Demolition of existing warehouses, commercial, and other buildings that currently occupy the project site, including relocation of the existing City water well;
- Construction of an approximately 19,500-seat multi-purpose arena that meets NBA standards, with capacity of 19,500 in non-NBA event configuration;
- Construction of supportive ancillary uses related to and compatible with the operation and promotion of the arena, such as a practice and training facility, team office space, sports medicine clinic, complimentary food and drink and associated retail uses, and hotel;
- Signage and lighting, including digital billboards and/or rooftop signage;
- Development of parking sufficient to meet the needs of the arena;
- Relocation of a City-owned water supply well to an alternate location on the Project Site; and
- Creation of common space, landscaping, and pedestrian areas around the arena, including possible pedestrian bridges.

The location of the Inglewood Basketball and Entertainment Center and supporting ancillary uses would occupy approximately 23 acres on property identified in the NOP.

The Exclusive Negotiating Agreement anticipates preparation of hazardous materials, geotechnical, and civil engineering-related (wet and dry utilities) studies to be provided by the Project Proponent. We further anticipate that the project applicant team will provide visual simulations, based on project specific architectural design, for use in the EIR. Where information is provided by the project applicant team, our experts will peer review the information and incorporate relevant and appropriate information into the EIR. We currently anticipate that ESA's in-house technical experts will prepare all of the analyses to support the EIR, with the exception of traffic, lighting, and water supply. We



Ms. Wilcox-Wilcox  
April 2, 2018  
Page 2

Have augmented our team with Fehr & Peers, transportation consultants, with whom we have partnered on several other NBA arena studies. We may also bring on Raju Associates, Inc., if requested by the City, to coordinate with Fehr & Peers to assist with local transportation issues. In addition, we have included Lighting Design Alliance on our team to provide technical analyses of spillover lighting and related effects. ES&S has also included Todd Groundwater to prepare a comprehensive Water Supply Analysis in support of the EIR, as required pursuant to the California Water Code.

### Scope of Work

The work scope and cost estimate reflect our expectations of the environmental issues that could arise from the project and its high profile nature.

As stated in the project approach, achievement of a high quality EIR on the desired schedule will require a high degree of coordination among the City, the Project Proponent (including its consulting designers and engineers), and the ES&S team. The assumptions articulated in this proposal are understood to be preliminary in nature based on our prior experience with similar facilities, and are not intended to limit the City's independent review and actions related to the project. The underlying assumptions regarding operational characteristics, project definition, alternatives, and other factors must be agreed upon on a schedule to support the EIR analyses, and the need to remain largely consistent throughout the process. Our approach to project management and coordination, presented below, is based on this understanding.

The overall EIR work plan has been structured in three (3) major phases:

- **Phase 1: Project Initiation, Definition, and Scoping.** Includes meetings to determine the appropriate form and structure of the CEQA document, potential qualification of the project as an Environmental Leadership Development Project (pursuant to Public Resources Code §§ 21150-21159.3) or equivalent, development of the Project Description, development and circulation of a Notice of Preparation (NOP), attendance at the required Public Scoping Meeting, review of public comments on the NOP, and preparation of a refined scope of work for Phase 2. Phase 1 tasks were authorized in a contract approved by the City Council on December 13, 2017.
- **Phase 2: Draft EIR.** Includes peer review of technical studies prepared by the Project Proponent pursuant to the Exclusive Negotiating Agreement, preparation of additional EIR technical studies, preparation of a Water Supply Assessment, preparation of an Administrative Draft EIR, Screencheck Draft EIR, and Draft EIR for public release, preparation of a Notice of Completion, and attendance at a Draft EIR Public Hearing. This scope of work covers all required components to publish the Draft EIR and activities during the public comment period, including development of the necessary administrative record throughout the Draft EIR development process.
- **Phase 3: Final EIR and Project Approvals.** Includes review and bracketing of comments received; preparation of Responses to Comments, Administrative Final EIR, Screencheck Final EIR, Final EIR, Mitigation Monitoring and Reporting Plan; preparation of an analysis of the Project's consistency with City General Plan policies, zoning standards, and any other City standards applicable to the Project; in collaboration with City's CEQA counsel,

Ms. Wanda Wilson  
April 5, 2018  
Page 3

preparation of draft findings under Public Resources Code § 21051, along with draft findings that may be required under other State law or local requirements; and attendance at Planning Commission and City Council hearings. The Phase 3 scope will be developed at the end of the Draft EIR public comment period.

The scope of work below covers Phase 2: Draft EIR.

#### Phase 2: Draft EIR

*Task 1: Project Management (ongoing from Phase 1)*

*Task 2: Meetings with City (ongoing from Phase 1)*

*Task 3: Scoping and Notice of Preparation (completed under Phase 1)*

*Task 4: Peer Review: Proponent Prepared Technical Studies*

Pursuant to the Exclusive Negotiating Agreement it is expected that a number of environmental and other technical documents related to the project (civil engineering-related studies, geology, and hazards/hazardous materials) will be made available to the City and ESA to inform the preparation of the EIR. It is common practice to use such 3<sup>rd</sup> party studies to assist in describing the project setting, particular project effects, and/or mitigation, and such studies can ultimately be useful in supporting the City's analysis and conclusions in the EIR. However, to establish objective credibility and independent judgment of the EIR document, it is important that such 3<sup>rd</sup> party-prepared studies are independently peer reviewed by technical experts under the employ of the City and/or ESA prior to inclusion in the EIR.

ESA will use its in-house senior experts to conduct a thorough technical peer review of any 3<sup>rd</sup> party-prepared studies provided to the City, such as those related to water supply, wastewater, storm drainage, geology and soils, and hazardous materials. The peer review will document and establish the technical accuracy of the information, and identify any apparent deficiencies, errors and/or omissions affecting the completeness, methodologies, findings and adequacies of the technical reports. The peer review will advise the City of any revisions or additions to the technical studies that may be necessary to provide an adequate analysis of the potential environmental impacts of the proposed Inglewood Basketball and Entertainment Center project.

The product of the peer review will be in the form of summary memoranda with attached document mark-ups that will be submitted to the City for its review. It is expected that issues raised in the draft memoranda will be discussed with the City and that any issues identified will be addressed in revised versions of the technical studies prepared by the 3<sup>rd</sup> party experts. The final memoranda will reflect ESA's conclusions as to the validity of 3<sup>rd</sup> party-provided information for use in the EIR. These peer review memoranda will become part of the administrative record for the EIR.

*Task 5: Prepare Administrative Draft Environmental Impact Report*

ESA will prepare an Administrative Draft EIR that addresses the full range of environmental impacts of the proposed Inglewood Basketball and Entertainment Center project. To the extent appropriate, the analysis will utilize relevant information contained in the Hollywood Park Specific Plan EIR, and any other relevant studies or CEQA documents.



# ESA

Ms. Wilcox Wilcox

April 5, 2018

Page 4

identified by the City. Incorporation by reference or other similar techniques will be used to maximize the use of the previously-prepared analyses and information. As appropriate, the EIR will document City codes, prior adopted measures, or relevant plan policies that would avoid or reduce the magnitude of project impacts, and will also identify potential project-specific mitigation measures that could further reduce the impacts of the Proposed Project.

Our analysis will be structured in a way that is consistent with CEQA, the State CEQA Guidelines, and relevant case law. Our analyses will be informed by the City of Inglewood General Plan, the Hollywood Park Specific Plan and EIR, the Inglewood Energy and Climate Action Plan (2013), the SCAG 2016 Regional Transportation Plan/Sustainable Communities Strategy (Envisioning Our Region in 2040), and any additional relevant technical studies, as appropriate. We assume that City staff will review the Administrative Draft EIR and provide comments that represent the independent judgment of the City. We will participate in meetings to discuss, clarify, and determine the proper direction for revising the document based on City staff comments.

Prior to embarking on preparation of the Administrative Draft EIR, ESA will coordinate with the City to identify Thresholds of Significance and the appropriate methodology for analysis for each of the topical areas to be addressed in the EIR. ESA will prepare a memorandum identifying the thresholds and methodology, and will seek approval from the City on those thresholds before moving forward with the Administrative Draft EIR impact analyses.

The structure of the Administrative Draft EIR will be as specified below.

Introduction

Summary

Project Description

Issues Previously Determined to be Less Than Significant

Environmental Setting, Impacts and Mitigation Measures

Based on initial evaluation of the project, we anticipate that the Proposed Project has the potential to affect or potentially affect the following environmental resource issue areas:

- |                                  |                                       |
|----------------------------------|---------------------------------------|
| • Aesthetics, Light, and Glare   | • Growth Inducement and Urban Decay   |
| • Air Quality                    | • Hazards and Hazardous Materials     |
| • Criteria Pollutants            | • Hydrology and Water Quality         |
| • Health Risks                   | • Land Use and Planning               |
| • Air Quality Mitigation Plan    | • Noise and Vibration                 |
| • Biological Resources           | • Paleontological Resources           |
| • Cultural Resources             | • Population, Employment, and Housing |
| • Archaeology                    | • Public Services                     |
| • Historic Structures            | • Police Protection                   |
| • Energy Demand and Conservation | • Fire Protection                     |
| • Greenhouse Gas (GHG) Emissions | • Parks and Recreation                |



Ms. Wilcox Wilcox

April 5, 2016

Page 5

- Public Utilities and Service Systems
  - Water Supply
  - Wastewater Generation and Treatment
  - Storm Drainage Conveyance and Treatment
  - Solid Waste Demand
- Transportation and Circulation
- Tribal Cultural Resources
- Other CEQA-Mandated Sections
  - Cumulative Impacts
  - Unavoidable Significant Impacts
- Alternatives

### *Task 5: Prepare Draft Environmental Impact Report*

#### **5.1: Screencheck Draft Environmental Impact Report**

ESA anticipates that all comments on the Administrative Draft EIR will be directed through the City's Economic and Community Development Department, which will convey a single set of consolidated comments to ESA. ESA will incorporate City staff comments on the Administrative Draft EIR and submit one electronic version of the Screencheck Draft EIR to the City for review. We expect that the comments will direct revisions to the Administrative Draft EIR. For budgeting purposes, we have assumed that no new technical studies will be prepared and that the supporting technical studies will not need to be substantially revised based on changes to the project or pre-approved assumptions. We have allocated a level of effort to this task based on our understanding of the schedule and our past experience. Once the comments are received and review meetings have been conducted, we will consider the adequacy of the level of effort and confirm this with the City.

#### **5.2: Public Draft Environmental Impact Report**

ESA will incorporate City staff comments on the Screencheck Draft EIR based on a single set of consolidated comments, and submit a final Public Draft EIR to the City for distribution for a 45-day public comment period. We expect that the comments will direct revisions to the Screencheck Draft EIR, and we have assumed that the comments will be primarily editorial in nature. We expect that one review meeting will be conducted to make final decisions about revisions to the Screencheck Draft EIR. We have allocated a level of effort to this task based on our understanding of the compressed schedule and our past experience. Once the comments are received, we will consider the adequacy of the level of effort and confirm this with the City.

ESA will file 15 copies of the Summary and 15 CDs of the entire document (as preferred by the State Clearinghouse) and an NOC with the State Clearinghouse.

ESA will coordinate with City staff to prepare a Notice of Availability (NOA) to accompany the Draft EIR. We assume the City will distribute the EIR to interested stakeholders, contiguous property owners, and/or publish the Notice of Availability in a newspaper of general circulation in the area affected by the Proposed Project.

In the event that the project has qualified under the requirements of PRC §§ 21180-21189.3, or equivalent special legislation, ESA will submit to the City all Administrative Record materials in support of the Draft EIR in a form suitable for uploading to the City's website. Please see Task 5 for a full description of the Administrative Record and Recordkeeping processes.

ESA

Mr. Wilson Wilcox

April 5, 2018

Page 6

## *Task 7: Draft EIR Public Comment Period and DEIR Hearing*

### **7.1 Public Comment Period**

If the project has been certified pursuant to the requirements of PRC §§ 21180-21189.3, or equivalent special legislation, ESA will work with the City to implement a system of posting of public comments within 72 hours of receipt by the City. This could be accomplished in coordination with the City's web master, or through the development of a separate website hosted by ESA.

### **7.2: Public Hearing on Draft EIR**

During the 45-day review period, ESA will support the City's hosting of a public meeting to receive comments on the Draft EIR. The purpose of the meeting will be to provide responsible agencies and the public the opportunity to provide input on the adequacy of the Draft EIR. ESA will assist the City in preparing the format and exhibits for this hearing, and will provide a PowerPoint presentation that summarizes the Project Description and conclusions of the Draft EIR. The City will post the required noticing for the hearing; schedule the date, time, and location for the hearing; and secure the meeting room. If requested, ESA will provide a court reporter to prepare a transcript of the hearing.

## *Task 8: Administrative Record and Recordkeeping*

### **8.1: EIR Administrative Record**

ESA will gather the references cited in and relied upon for analysis in the EIR and will organize those references in a logical, cohesive manner. ESA will build the EIR Administrative Record concurrent with preparation of both the Draft EIR and the Final EIR. ESA will submit an electronic version of the EIR Administrative Record to the City following publication of the Final EIR.

### **8.2: Project Recordkeeping**

The Administrative Record must be maintained until the City renders a final decision on the Proposed Project. Further, while ESA will take a lead in assembling the whole of the record, it is assumed that a collaborative effort from members of the City's project team will be undertaken to support preparation of the Administrative Record, including assembling and organizing references and materials.

ESA will also establish and maintain a website or other online documentation site to aid the collection of project-related documentation, facilitate the City project team's review of documents related to the Proposed Project, and to minimize the number of administrative draft versions of documents in circulation, an FTP or other file-sharing site will be used. The site will be password protected, with reading, editing, downloading, and uploading capabilities provided only to members of the City's project team.

## ESA

Ms. Kaitox Wilson

April 3, 2018

Page 7

### Phase 3: Final EIR and Project Approvals

Phase 3 activities are not addressed or accounted for in this scope of work or budget. The scope of work for Phase 3 will be refined and budgeted as part of the conclusion of the Phase 2 tasks. In addition to continuation of Tasks 1, 2, and 3, Phase 3 tasks are anticipated to the following tasks:

#### Task 6: Prepare Administrative and Final EIR Documents

##### 6.1: Administrative Final EIR

##### 6.2: Screencheck and Final EIRs

#### Task 10: Environmental Impact Report Hearings

##### 10.1: Planning Commission Hearings

##### 10.2: City Council Hearings

#### Task 17: Assemble Certified EIR

### Schedule

We anticipate completion of the Phase 2 Scope of Work in 9 to 10 months. Factors that could lengthen or shorten the schedule include date of receipt of project information; adequacy and completeness of project description information provided by the proponent team; adequacy of proponent-prepared technical reports; length of administrative document review; and unanticipated issues arising from internal or public review of the environmental document.

### Cost Estimate

The cost estimate for the Phase 2 tasks of \$2,225,032, including \$1,038,220 allocated for Fehr & Peers; \$40,000 for Lighting Design Alliance; \$19,895 for Todd Groundwater; a \$10,000 contingency budget for Raju Associates; and \$40,979 in direct expenses. This cost estimate is based on the following assumptions:

- Alterations to the Proposed Project description that occur after establishment of the CEQA project description, as agreed upon by the City, ESA, and the project applicant team, would be considered beyond the existing scope and may require contract modification if additional level of effort is required;
- Adherence with the proposed EIR schedule;
- Technical adequacy of all 3rd party technical studies;
- A level of controversy from interest groups that is consistent with estimated levels of effort for responding to public comments; and
- No new substantive issues raised in late comments on the NOP or comments on the Administrative Draft EIR, Screencheck Draft EIR, or Draft EIR.



Mr. Wilcox Wilcox  
April 9, 2018  
Page 5

Other factors that could affect the overall level of effort and cost of the SIR process could include, but are not limited to:

- Requirements for suballiation pursuant to the requirements of PRC §§ 21180-21189.3, or equivalent special legislation;
- Consideration of off-site infrastructure or other associated development or infrastructure improvements not identified in the proposal; or
- Need for additional technical studies beyond those identified in this proposal.

We are excited about the opportunity to work with the City of Inglewood and look forward to discussing this further with you and answering any questions you have regarding any aspect of the scope of work, schedule, or budget presented in this letter.

Sincerely,

A handwritten signature in dark ink, appearing to read "B. Boxer", with a stylized flourish at the end.

Brian D. Boxer, AICP  
Senior Vice President  
Project Director

526 Wilshire Boulevard  
Suite 1100  
Los Angeles, CA 90017  
213.598.4300  
213.598.4301

June 19, 2019

Mindy Wilcox, AICP, Planning Manager  
City of Inglewood, Planning Division  
One West Manchester Boulevard, 4th Floor  
Inglewood, CA 90301

**Subject: Phase 2 Scope of Work for the Proposed Inglewood Basketball and Entertainment Center EIR  
(ESA D171236.00)**

Dear Ms. Wilcox:

ESA is continuing to provide environmental consulting services under our executed agreements dated December 19, 2017 for Phase 1 efforts, and April 10, 2018 for Phase 2 efforts. As part of the ongoing development of the Environmental Impact Report (EIR), several key efforts beyond those addressed in the executed agreements are necessary, and are the subject of this augment.

As the project has evolved, ESA's involvement in the day-to-day management of the project and overall team structure has increased considerably. As a result, our level of effort and time spent on the project has increased to a level higher than originally anticipated. Furthermore, the technical analysis required for the EIR has increased due to changes in the proposed project.

As a result of these considerations, ESA requests a scope of work and budget augment, as described below. Only tasks that proposed to be augmented are included.

#### *Scope of Work*

##### **Phase 2: Draft EIR**

###### *Task 1: Project Management*

In order to ensure that the EIR continues on schedule and responds to a series of evolving CEQA issues, ESA's Project Management Team has needed to provide management efforts beyond what is originally anticipated in our executed agreement. For this scope of work, it is assumed that project management will continue until the publication of the Draft EIR.

###### *Task 2: Meetings*

ESA has attended more meetings than previously anticipated. We have attended several out-of-scope conference calls regarding project assumptions, model inputs, transportation considerations, site plan review, and issue identification. Additionally, to keep the project on track, ESA organized, with the City's concurrence, a series of multi-day, in-person meetings to review administrative draft EIR sections, technical reports, and associated analysis. ESA continues to update the project schedule and send updates to the team, coordinate meeting logistics, and travel to out-of-town meetings, usually in the City of Inglewood. Our original cost as part of Phase 2 efforts was also based on a 52 week (one year) period with weekly meetings plus additional coordination, from April 2018 to April 2019. In order to continue our

Ms. Wilcox Wilcox  
June 19, 2019  
Page 2

dedicated responsiveness by our senior management team, additional budget is necessary to get us to publication of the Draft EIR.

#### *Task 4: Peer Review Proponent Technical Studies*

The City added ALH Economics and Stone Planning to the team of technical professionals. ESA peer reviewed their reports and provided feedback. Additionally, ESA coordinated and participated in several conference calls with both firms to discuss the analyses. At the time our Phase 2 contract was executed, neither ALH Economics or Stone Planning were on the team, and we did not anticipate needing to review these reports.

The project applicant is preparing a revised Phase 1 Environmental Site Assessment for the West Parking Garage Site and the Relocated Well Site. ESA will peer review this report and provide feedback to the City, as necessary. This is an additional technical report that was not anticipated when the Phase 2 scope of work was originally prepared.

#### *Task 5: Prepare Administrative Draft Environmental Impact Report*

Since execution of the Phase 2 contract, the City and ESA identified several topical areas that need additional analysis or inclusion in the EIR. Those include:

- ◆ Additional Environmental Resource Topics
  - Geology and Soils
  - Schools
- ◆ Additional Technical Analysis
  - Hazards and Hazardous Materials (including airspace hazards)
  - Population, Employment, and Housing
  - Utilities and Infrastructure
  - Public Services
  - Transportation and Circulation
  - Water Supply Assessment (WSA)
  - Air Quality
- ◆ Other Elements
  - Project Description
  - Project Variants
  - Project Alternatives

#### *New Task 5.1: Friant Ranch Approach*

As noted in the December 2018 California Supreme Court decision in *Sierra Club v. County of Fresno* (6 Cal. 5th 502) (Friant Ranch), an EIR should make a reasonable effort to substantively connect a project's impacts to likely health consequences or explain in meaningful detail why it is not feasible at the time of drafting to provide such an analysis. As

and

Ms. Wilcox Wilcox

June 19, 2019

Page 3

a result of this recent ruling, ESA will present, to the extent it is feasible to do so, analyses of health effects as required in the Friant Ranch decision. ESA's scope of work dated April 5, 2018, did not anticipate the additional labor effort needed to respond to the Friant Ranch ruling.

*Task 7: Draft EIR Public Comment Period and DEIR Hearing*

**7.1 Public Comment Period**

In order to keep the EIR schedule on track as much as possible, ESA proposes to initiate work on the Administrative Final EIR during the first four weeks of the 45-day Draft EIR public comment period. This work effort was not anticipated in the April 5, 2018 scope of work.

**7.2 Estimate**

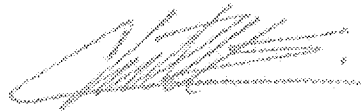
The cost estimate for this requested contract amendment is \$1,229,430, including \$462,310 allocated for Fehr & Peers; \$8,000 for Todd Groundwater; and \$39,950 for EnviroModeling (through a contract with BlueScape Environmental).

We are dedicated to working with the City of Inglewood on this important project and are available to answer questions you have regarding any aspect of the scope of work or budget requested in this letter.

Sincerely,



Brian D. Boxer, AICP  
Senior Vice President  
Project Director



Christina Erwin  
Program Manager  
Project Manager



EXHIBIT D

620 Wilshire Boulevard  
Suite 1100  
Los Angeles, CA 90017  
213.508.4500 ext. 100  
213.508.4501 fax

October 15, 2019

Mindy Wilcox, AICP, Planning Manager  
City of Inglewood, Planning Division  
One West Manchester Boulevard, 4th Floor  
Inglewood, CA 90301

*Confidential – Attorney/Client Privileged  
Subject to Revision*

Subject: Inglewood Basketball and Entertainment Center EIR – Out of Scope of Work Phase 2 Augment  
Contract Amendment #3  
(ESA D171236.00)

Dear Ms. Wilcox:

ESA is continuing to provide environmental consulting services for the Inglewood Basketball and Entertainment Center (JBEC) Environmental Impact Report (EIR) under our executed agreements dated December 19, 2017 for Phase 1 efforts, April 10, 2018 for Phase 2 efforts, and July 23, 2019 for additional Phase 2 efforts. As part of the ongoing development of the JBEC EIR, several key efforts beyond those addressed in the executed agreements are necessary, and are the subject of this augment.

As the project has evolved, ESA's involvement in the day-to-day management of the project and the depth and complexity of technical analysis required for the EIR has increased due to changes in the proposed project. In response, ESA's overall EIR team has increased considerably, and, as a result, our level of effort on the project has increased over that previously anticipated.

As a result of these considerations, ESA requests a scope of work and budget augment, as described below. Only tasks that proposed to be augmented are included.

### Scope of Work Phase 2: Draft EIR

#### *Task 1: Project Management*

In order to ensure that the EIR continues on schedule and responds to a series of evolving CEQA issues, ESA's Project Management Team has needed to provide management efforts beyond what is originally anticipated in our executed agreement. For this scope of work, it is assumed that project management will continue until the publication of the Draft EIR.

#### *Task 2: Meetings*

ESA has attended more meetings than previously anticipated. We have attended several out-of-scope conference calls with the applicant team regarding project assumptions, model inputs, transportation considerations, site plan review, and issue identification. ESA continues to update the project schedule and send updates to the team, coordinate meeting logistics, and travel to out-of-town meetings, usually in the City of Inglewood or in ESA's offices in Santa

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Subject to Revision*

Ms. Wilcox  
October 15, 2019  
Page 2

Monica or Los Angeles. In order to continue the dedicated responsiveness by our senior management team, additional budget is necessary to get us to publication of the Draft EIR.

*Task 6: Prepare Draft Environmental Impact Report*

Since preparation of the scope of work and budget contained in Contract Amendment #2, ESA was directed to amend the methodology used to analyze certain impacts, expand the breadth or depth of analysis, or refine the analysis in response to project refinements and revised methodologies. The effort is summarized in several categories, including:

- Noise
- Health Risk Assessment (HRA) – refinements to construction data
- Interagency Coordination – South Coast Air Quality Management District (SCAQMD)
- Localized Impacts – Dispersion Modeling
- Regional Emissions from Vehicle Miles Traveled (VMT)
- GHG and Energy Consumption
- Energy Consumption and Solid Waste
- Water Supply
- Transportation and Circulation
- Project Alternatives
- Summary Chapter
- Publication Support

*Task ODC: Other Direct Costs*

While ESA anticipated printed costs for the Draft EIR, we could not have anticipated that the technical appendices would constitute such a substantial amount of material. Printing a complete set of appendices, plus several sets of consolidated appendices, constituted an effort that was not previously scoped.



EXHIBIT E

626 Wilshire Boulevard  
Suite 1100  
Los Angeles, CA 90017  
213.599.4300 phone  
213.599.4301 fax

www.esaassoc.com

October 16, 2019

Mindy Wilcox, AICP, Planning Manager  
City of Inglewood, Planning Division  
One West Manchester Boulevard, 4th Floor  
Inglewood, CA 90301

*Confidential – Attorney/Client Privileged*

*Subject to Revision*

Subject: Inglewood Basketball and Entertainment Center EIR – Phase 3 Scope of Work  
Contract Amendment #4  
(ESA D171236.00)

Dear Ms. Wilcox:

ESA is continuing to provide environmental consulting services under our executed agreements dated December 19, 2017 for Phase 1 efforts, April 10, 2018 for Phase 2 efforts, July 23, 2019 for additional Phase 2 efforts, and a pending contract amendment dated October 15, 2019 for additional work performed under Phase 2. This augment is intended to address work efforts following publication of the Draft EIR through project approval. This request addresses Phase 3, Final EIR and Project Approvals.

Broadly, Phase 3, Final EIR and Project Approvals, includes specific additional technical analysis; review, bracketing of, and response to comments received; preparation Administrative Final EIR, Screencheck Final EIR, Final EIR, and Mitigation Monitoring and Reporting Plan; in collaboration with City's CEQA counsel, preparation of draft findings under Public Resources Code § 21081, along with draft findings that may be required under other State law or local requirements; and attendance at Planning Commission and City Council hearings.

### Phase 3: Final EIR and Project Approvals Scope of Work

#### *Task 1: Project Management [ongoing from Phase 1 and Phase 2]*

In order to ensure that the EIR continues on the agreed upon timeline, respond to a series of evolving CEQA issues, and develop a comprehensive approach to responses to comments, ESA's Project Management Team will need to continue providing management efforts. For this scope of work, it is assumed that project management would continue until the certification of the EIR.

#### *Task 2: Meetings [ongoing from Phase 1 and Phase 2]*

ESA will continue to attend weekly conference calls with the City team, weekly conference calls with both the City team and the applicant team, and other conference calls that occur on an as-needed basis. ESA's Project Management Team typically participates in weekly conference calls. Additionally, ESA organizes and attends team meetings to review administrative draft documents, discuss project assumptions, and identify issues. ESA continues to update the project schedule and send updates to the team, coordinate meeting logistics, and travel to out-of-town meetings, usually in the City of Inglewood or in ESA's offices in Santa Monica or Los Angeles.



Ms. Wilcox  
October 16, 2019  
Page 2

### *Task 8: Administrative Record and Recordkeeping [ongoing from Phase 2]*

#### **8.1: EIR Administrative Record**

ESA will gather the references cited in and relied upon for analysis in the Final EIR and will organize those references in a logical, cohesive manner. ESA will build the EIR Administrative Record concurrent with preparation of the Final EIR. ESA will submit an electronic version of the EIR Administrative Record to the City following publication of the Final EIR.

#### **8.2: Project Recordkeeping**

The Administrative Record must be maintained until the City renders a final decision on the Proposed Project. Further, while ESA will take a lead in assembling the whole of the record, it is assumed that a collaborative effort from members the City's project team will be undertaken to support preparation of the Administrative Record, including assembling and organizing references and materials.

ESA will continue to maintain the Administrative Record website that serves as a repository for the collection and organization of materials relevant to the Proposed Project.

### *Task 9: Prepare Administrative and Final EIR Documents*

#### **9.1: Administrative Final EIR**

ESA will update technical analyses, on a limited basis, at the direction of the City.

Once the comment period closes and all of the comments are received, ESA will review the number and complexity of comments received and consider the adequacy of the level of effort outlined in this scope and cost estimate and confirm this with the City. If the level of effort to respond to comments exceeds this estimated cost estimate, a budget amendment may be needed.

ESA will review the comments received during the public review period on the Draft EIR. ESA will prepare written responses to comments and make necessary changes to the Draft EIR to create the Administrative Final EIR document. The Administrative Final EIR and the Final EIR document will not include a reproduction of the Draft EIR. The Administrative Final EIR document will include:

- a brief introduction;
- enumerated comment letters on the Draft EIR;
- responses to all comments on substantive environmental issues presented in the Draft EIR;
- a listing of revisions to the Draft EIR; and
- a Mitigation Monitoring and Reporting Plan (MMRP).

ESA will respond to comments related to the potential physical impacts of the proposed project as they relate to the analyses presented in the EIR within the estimated level of effort. We expect that responses will involve explanation, clarification, or amplification of the contents of the Draft EIR. We have assumed for budgeting purposes that minimal new technical analyses may be required; however, we do not anticipate that completed technical studies will need to be substantially revised based on changes to the project or pre-approved assumptions as part of the response to



Ms. Wilcox  
October 16, 2019  
Page 3

comments. If re-modeling of completed technical analyses, the reanalysis of an entire scenario, or analysis of new scenarios becomes necessary, additional technical effort may be needed, and an additional scope of work and cost estimate may be prepared.

ESA will prepare a draft MMRP for review and comment. The MMRP will be prepared in an agreed-upon format and will consist of:

- All project-specific mitigation measures or mitigating project features;
- Timing/frequency of action;
- Responsibility for implementation;
- Responsibility for monitoring; and
- Verification of compliance.

To the extent possible, monitoring and implementation will be tied to existing City processes and mechanisms.

The draft MMRP will be submitted as part of the Administrative Final document for review. Following receipt of comments, ESA will revise the MMRP for publication.

#### *Findings of Fact and Statement of Overriding Considerations*

ESA will prepare a draft version of the Findings of Fact and Statement of Overriding Considerations for submittal to the City and the project team. ESA assumes that the City attorneys and/or City staff will receive the draft documents and finalize them.

#### **9.2: Screencheck and Final EIRs**

Following review of the Administrative Final EIR, ESA will make revisions to the responses and prepare Screencheck Final EIR and Final EIR documents.

We assume that the City will prepare the Notice of Availability. In the event that the City requests support on one or more approval documents, the cost estimate includes a nominal amount of time for ESA to provide support.

#### **Task 9 Deliverables:**

- ✓ Administrative Final EIR (electronic)
- ✓ Screencheck Final EIR (electronic)
- ✓ Final EIR for publication (10 printed copies + electronic + electronic web-ready)
- ✓ Draft Findings of Fact and Statement of Overriding Considerations (electronic)
- ✓ Administrative Record for Final EIR (electronic)



Ms. Wilcox  
October 16, 2019  
Page 4

### *Task 10: Environmental Impact Report Hearings*

#### **10.1: Planning Commission Hearings**

The ESA management team will participate in one (1) public hearing before the City Planning Commission related to consideration of certification of the EIR and approval of the project. We assume that City staff would prepare any necessary presentations, and that the ESA team would support that process by assisting with a PowerPoint presentation, for example, or answering questions during the hearing related to EIR certification and the project's merits.

#### **10.2: City Council Hearings**

The ESA management team will participate in up to two (2) public hearings before the City Council for consideration of certification of the EIR and approval of the project. We assume that City staff would prepare any necessary presentations, and that the ESA team would support that process by assisting with a PowerPoint presentation, for example, or answering questions during the hearing on the project's merits.

We assume that City staff will prepare and file the Notice of Determination (NOD) with the State Clearinghouse and the Los Angeles County Clerk and would pay Department of Fish and Wildlife (DFW) fees associated with filing of the NOD.

#### **Task 10 Deliverables:**

- ✓ Attend one (1) City Planning Commission hearing, including preparing relevant materials
- ✓ Attend up to two (2) City Council hearings, including preparing relevant materials

### *Task 11: Assemble Certified EIR*

Following EIR certification and project approval, ESA will prepare a consolidated, certified EIR, which will include the following:

- Draft EIR, as modified by the Final EIR;
- Final EIR, which includes the comments received, responses to comments, changes to the Draft EIR and information added to the Draft EIR by the City as Lead Agency;
- City Council Resolution Certifying the EIR and adopting the Mitigation Monitoring and Reporting Plan for the project;
- CEQA Findings of Fact and Statement of Overriding Considerations for the project;
- Mitigation Monitoring and Reporting Plan (MMRP) for the project; and
- Any additional materials, such as Errata, as requested by the City.

#### **Task 11 Deliverables:**

- ✓ Certified EIR (two (2) printed copies, and one electronic version); no appendices will be printed



Ms. Wilcox  
October 16, 2019  
Page 5

### Cost Estimate

The cost estimate for this requested contract amendment is \$1,004,952, including \$285,000 allocated for Fehr & Peers.

We are dedicated to working with the City of Inglewood on this important project and are available to answer questions you have regarding any aspect of the scope of work or budget described in this letter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'B. Boxer'.

Brian D. Boxer, AICP  
Senior Vice President  
Project Director

A handwritten signature in dark ink, appearing to read 'Christina Erwin'.

Christina Erwin  
Program Manager  
Project Manager

## EXHIBIT F-1

### ENVIRONMENTAL SCIENCE ASSOCIATES F-1.1 ADDITIONAL PHASE II SCOPE OF WORK F-1.2 PHASE III AUGMENTATION

#### F1.1 ADDITIONAL PHASE II WORK

##### Scope of Work

##### Phase 2: Draft EIR

##### *Public Draft Environmental Impact Report*

Since preparation of the scope of work and budget contained in Contract Amendment #2, ESA was directed to amend the methodology used to analyze certain impacts, expand the breadth or depth of analysis, or refine the analysis in response to project refinements and revised methodologies. The effort is summarized in several categories, including:

- Noise
- Health Risk Assessment (HRA) – refinements to construction data
- Interagency Coordination – South Coast Air Quality Management District (SCAQMD)
- Localized Impacts – Dispersion Modeling
- Regional Emissions from Vehicle Miles Traveled (VMT)
- GHG and Energy Consumption
- Energy Consumption and Solid Waste
- Water Supply
- Transportation and Circulation
- Project Alternatives
- Summary Chapter
- Publication Support

At the direction of the City, ESA conducted several efforts that were outside of the assumptions included in our executed agreements and scopes of work related to publication of the Draft EIR. This includes conducting additional technical analysis or undertaking additional public noticing tasks in the following topics:

- Additional effort undertaken for the air quality, GHG, HRA, and HIA modeling;
- Refinement of construction noise;
- AB 987 noticing;
- Preparation of and revisions to public notices;
- Posting Notification of Availability (NOA); and
- Mailing of public notices.

##### *Task ODC: Other Direct Costs*

Expenses required in order to complete the efforts above are as follows:

- LA Times notification for AB 987; and
- LA Times notification for public release of the Draft EIR.



### *Subconsultants*

#### **BlueScape Environmental**

BlueScape Environmental conducted additional health risk/air quality modeling to reflect input from regulatory agencies and the City. In addition, data management fees are incurred on a monthly basis and are included in this estimate through December 2019.

#### **Fehr & Peers**

Fehr & Peers conducted additional project management and participated in additional meetings/conference calls during Phase 2 to respond to City comments and coordinate with ESA.

### **ADDITIONAL PHASE II AUGMENTATION BUDGET**

#### **Cost Estimate**

The cost estimate for this requested contract amendment is \$175,430, including \$30,000 allocated for BlueScape Environmental and \$4,500 allocated for Fehr & Peers.

### **F1.2 ADDITIONAL PHASE III WORK**

#### **Scope of Work**

##### **Phase 3: Final EIR and Project Approvals**

##### **Task 1: Project Management**

ESA will continue providing management efforts to maintain the EIR's schedule, respond to a series of evolving CEQA issues, and develop a comprehensive approach to responses to comments. For this scope of work, it is assumed that project management would continue until the certification of the EIR, currently anticipated in July 2020.

##### **Task 2: Meetings**

ESA will continue to attend weekly conference calls with the City team and weekly conference calls with both the City team and the applicant team. Further, ESA will organize and participate in small team technical calls and other conference calls that occur on an as-needed basis.

##### **Task 8: Administrative Record and Recordkeeping**

##### **8.2: Project Recordkeeping**

The Administrative Record must be maintained until the City renders a final decision on the Proposed Project. Additional time for coordinating, compiling, reviewing, transmitting materials for the Project website is needed. In addition, our original assumption was to catalogue City-provided documents twice per week. However, that has increased to 4 times per week – twice to send materials to the City's counsel and twice to populate the Project's website.

## Task 9: Prepare Administrative and Final EIR Documents

### 9.1: Administrative Final EIR

There are a number of technical areas where additional response to comments effort or additional refinement of the Administrative Final EIR are required, beyond our original agreements. This includes the following:

- Air quality;
- Greenhouse gas emissions;
- Noise;
- Mitigation Monitoring and Reporting Plan (MMRP); and
- Other related projects.

### 9.2: Screencheck and Final EIR

There are a number of anticipated technical areas where additional effort is required, beyond our original agreements. This includes the following:

- Prepare additional revisions to the Findings of Fact and Statement of Overriding Considerations in response to City team comments;
- Creation of a City staff-usable MMRP; and
- Mailing of Planning Commission hearing notice.

## Task 10: Public Hearings

ESA's scope of work already accounts for attendance at one (1) City Planning Commission hearing and two (2) City Council hearings. It is now anticipated that additional staff support could be needed to prepare for these hearings, such as the preparation of additional technical memorandums or responses to late comments.

## Task 11: Assemble Revised Draft EIR

The City requested that ESA prepare a Revised Draft EIR that incorporates all changes made in the Final EIR. Edits would be shown in legal blackline. This is additional effort to consolidate and integrate all revisions into the Draft EIR document and produce a finalized EIR, and produce printed and electronic copies for the City.

### *Other Direct Costs*

Expenses required in order to complete the efforts above are as follows:

- Production/postage for recirculated NOA;
- Production/postage for Planning Commission public notice;
- Spanish translation of Planning Commission hearing notice; and
- Print Revised Draft EIR.

### *Subconsultants*

#### *Fehr & Peers*

Fehr & Peers has attended additional meetings with external local agencies or institutions.

Fehr & Peers will conduct new analysis of freeway cross-weave operations and additional queuing analysis of two freeway off-ramps.

Due to the extension of the Phase 3 timeline by approximately 12 weeks, it is anticipated that Fehr & Peers staff will prepare for and participate in approximately three meetings or teleconferences with the internal team/City/Applicant each week during this period.

Fehr & Peers will also support ESA with responding to late comments submitted before or during the public hearing process.

*Lighting Design Alliance*

We have included time and budget for Lighting Design Alliance to assist with targeted responses regarding lighting in the vicinity of the Project Site.

*Todd Groundwater*

We have included time and budget for Todd Groundwater to respond to public comments with regard to water supply.

*Stone Planning*

We have included time and budget for Stone Planning to assist with additional research and analysis..

*BlueScape Environmental*

We have included time and budget for BlueScape Environmental to respond to public comments, as necessary.

Data management of the health risk files is required through the certification of the EIR. These fees are incurred on a monthly basis and are included in this estimate (January 2020 through July 2020).

### **PHASE III AUGMENTATION BUDGET**

**Cost Estimate**

The cost estimate for this requested contract amendment is \$421,011, including \$118,000 allocated for Fehr & Peers, \$1,000 allocated for Lighting Design Alliance, \$9,980 allocated for Todd Groundwater, \$1,513 allocated for Stone Planning, and \$13,080 allocated for BlueScape Environmental.

# **ATTACHMENT NO. 2**

1                                    **AGREEMENT No.: \_\_\_\_\_**

2            **THIS THIRD AMENDMENT TO AGREEMENT NO. 18-057** ("Third  
3 Amendment") is made and entered into this \_\_\_\_\_ day of July, 2020, by and between  
4 the City of Inglewood, a municipal corporation and charter city ("City") and Trifiletti  
5 Consulting Inc., with offices located at 1541 Wilshire Boulevard, Suite 560, Los  
6 Angeles, CA 90017 ("Consultant").

7            **WHEREAS**, the Parties entered into Agreement **No.: 18-057** on December 19,  
8 2017, with Consultant to provide the City with an experienced environmental services  
9 necessary to assist the City in project management, strategic environmental consulting  
10 and coordination services for the proposed development of a premier, state-of-the-art  
11 National Basketball Association professional basketball arena; and

12           **WHEREAS**, Consultant has submitted a proposal dated March 30, 2018, related  
13 to project management and related services for Phase II of the proposed development of  
14 a professional basketball arena; and

15           **WHEREAS**, on April 10, 2018, the Parties entered into that certain First  
16 Amendment to Agreement **No.: 18-057** for Consultant to: (i) continue to provide its  
17 project management, strategic environmental and coordination services for the  
18 proposed professional basketball arena; (ii) increase the scope of services related to  
19 the Phase II services; and (iii) increase the compensation related to the increased  
20 Phase II services; and

21           **WHEREAS**, on December 17, 2019, the City and the Consultant entered into a  
22 Second Amendment for the purposes of further expanding the Consultant's Scope of  
23 Services, increasing its compensation with respect thereto, and increasing the term of  
24 Agreement **No.: 18-057** so that the Consultant could provide the Phase III services.

25           **WHEREAS**, the City and the Consultant desire to adopt this Third Amendment  
26 for the purposes of further expanding the Consultant's Scope of Services, increasing its  
27 compensation with respect thereto, and increasing the term of Agreement **No.: 18-057**  
28 so that the Consultant can provide the necessary services to the City.

1       **NOW THEREFORE**, the parties agree that Agreement No.: 18-057, as  
2 amended, is further amended pursuant to this Third Amendment as follows:

3       **SECTION 1.** Delete in its entirety, Article 1, Scope of Consultant's Services,  
4 and replace it with the following:

5                   **"ARTICLE 1 - SCOPE OF CONSULTANT'S SERVICES**

6       1.1     Scope of Services. Consultant shall provide all labor, tools, materials,  
7 equipment, supplies and transportation necessary to perform the required services as  
8 specified in the following Consultant's proposals:

9       1.11. Phase I - December 6, 2017, Identify Project Components and Work  
10 Plan (Exhibit "A"); and

11       1.12. Phase II - March 30, 2018, Project Management and Agency  
12 Coordination, Refinement of Project Components and develop Project Description;  
13 Peer Review; and Preparation of Administrative Draft EIR (Exhibit "B")."

14       1.13. Phase III - A three-page letter identified as Exhibit "C".

15       1.14. Phase III Augmentation - A 1-page letter identified as Exhibit "D."

16       Exhibits "A," "B," "C," and "D," are incorporated herein by this reference as if set  
17 forth in full.

18       **SECTION 2.** Delete in its entirety, Section 3.1 of Article 3, Compensation, and  
19 replace it with the following:

20                   **"ARTICLE 3 - COMPENSATION**

21       3.1     Compensation. Consultant shall be paid a not-to-exceed compensation  
22 of up to six hundred thirty-four thousand, seven hundred and seven dollars and  
23 seventy cents (**\$634,707.70**):

24       **Phase I, (\$75,000.00)       seventy-five thousand dollars;**

25       **Phase II, (\$354,701.10)   three hundred fifty-four thousand seven hundred one**  
26                                   **dollars and ten cents**

27       **Phase III, (\$130,006.60)   one hundred thirty thousand and six dollars and sixty**  
28                                   **cents**

1 Phase III Augmented, (\$75,000.00) seventy-five thousand dollars  
2 at the following hourly rates of:

3 STAFF	HOURLY RATE
4 Principal	\$314.15
5 Project Manager	\$236.90
6 Environmental Specialist	\$180.00
7 Planning Coordinator	\$133.90
8 Senior Associate	\$113.30
9 Associate	\$82.40

10 SECTION 3. The parties hereto agree that except as modified by this Third  
11 Amendment all other provisions, terms and conditions of the Agreement No.: 18-057  
12 and all approved amendments, as well as corresponding exhibits and attachments  
13 with respect thereto, shall remain unchanged and in full force and effect.

14 IN WITNESS WHEREOF, the City of Inglewood and Consultant have executed  
15 this Agreement as of the date first above written.

16 CITY OF INGLEWOOD

TRIFILETTI CONSULTING INC.

17  
18 \_\_\_\_\_  
James T. Butts, Jr., Mayor

*Lisa Trifiletti*  
\_\_\_\_\_  
Lisa Trifiletti, Principal

20 ATTEST:

Approved as to Form:

21  
22 \_\_\_\_\_  
Yvonne Horton, City Clerk

\_\_\_\_\_  
Kenneth R. Campos, City Attorney



Project Management, Environmental Clearance, and  
Interagency Coordination Services

---

TRIFILETTI CONSULTING INC. will perform professional services on behalf of the City of Inglewood to provide project management, strategic environmental consulting and coordination services for the Murphy's Bowl, Clipper's Arena Project, for the City's Economic and Community Development Department.

Firm Profile:

Trifiletti Consulting provides strategic counsel in areas of land use, environmental, entitlement, public outreach and project management to leaders in public agencies and elected officials, private sector developers, infrastructure designers, and business and civic organizations. Grounded in decades of experience in government, we develop innovative, transparent and consensus building approaches to securing multi-jurisdictional approvals for complex development and infrastructure projects. Our success is based on a foundation of knowledge, experience, and stakeholder participation.

We are uniquely qualified to manage multi-stakeholder processes to address complex public policy issues, and have a demonstrated ability to implement major master planned governmental and private sector development projects. Our achievements rest on building broad coalitions, while efficiently managing critical legal and environmental requirements and schedules. Trifiletti Consulting specializes in leading complex planning processes and designing environmental clearance strategies that embrace sustainability as project design features and minimizes environmental impacts.

Prior to launching Trifiletti Consulting, Lisa Trifiletti served as Deputy Executive Director of Environmental Programs and Chief Sustainability Officer for Los Angeles World Airports (LAWA). As Deputy Executive Director, she directed all activities of the Environmental Performance, Environmental Regulatory Compliance, Environmental Planning and Engineering, and Environmental Commitment Management divisions, and led all Entitlements and Environmental Clearances for LAWA's three airports (LAX, Van Nuys, Ontario) and Palmdale land holdings. Most notably, during her tenure at LAWA, she led the update of entitlements and environmental clearances for all major LAX Modernization Projects including the LAX Landside Access Modernization Program, and the LAX Northside Plan Update which consisted of 2.3 million square feet of development on 340 acres of airport property with widespread community support. Ms. Trifiletti also led the coordination efforts with the Los Angeles County Metropolitan Transportation Authority (Metro) to select the locally preferred alternative for the Airport Metro Connector's 96th Street Transit Station and its connection to LAX. Additionally, Trifiletti served as Chief Planning Deputy for all discretionary planning and environmental clearance applications, and all



housing, transportation and land use issues in the City of Los Angeles to Councilmembers Jack Weiss and Paul Koretz for Council District 5.

Trifiletti Consulting has earned a strong reputation as a trusted consensus builder and public outreach leader. Lisa Trifiletti was instrumental in helping secure historic settlement agreements on long standing contentious airport conflicts, including with the Alliance for Regional Solution against Airport Congestion (ARSAC) and adjacent jurisdictions, including the City of Inglewood. Her planning work has also been recognized by several organizations, as she has the Association of Environmental Professional's California Chapter Public Education and Outreach Award, and the Award of Excellence for the America Planning Association's Neighborhood Planning Award, and her projects have been featured in numerous positive media articles.

#### Background: City of Inglewood Planning Efforts

Today is a new era in the City of Inglewood as it becomes "The City of Champions" and redefines itself as a regional center in the greater Los Angeles region. As of August 2017, sales tax revenue increase has outpaced the Los Angeles County average, and property values are up more than 100% since 2012. These accomplishments have been driven by a number of completed and on-going projects in the City including the construction of the Metro Crenshaw/LAX Line, The Forum's revitalization which now actively hosts the largest entertainment acts in the Country, the redevelopment of approximately 238 acres in Hollywood Park with new land uses including residential, commercial and recreational, the relocation and construction of the Los Angeles Rams and Los Angeles Chargers new National Football League (NFL) stadium, and the City has currently entered into an exclusive negotiation agreement (ENA) for the potential relocation of the Los Angeles Clippers National Basketball Association (NBA) arena to Inglewood.

As the City of Inglewood is actively transforming into a major regional activity center, the number of trips or vehicle miles traveled (VMT) in and around the City are anticipated to increase. Since 2010, traffic has increased by 128,066 (11%) vehicles per day within the City of Inglewood based on latest ADT studies. That is approximately an increase of 18,295 (1.57%) daily vehicles per year. The existing transportation infrastructure and circulation system is outdated, capacity should be increased as major arterials street and highways are highly congested, and there remains no direct connection from the Countywide Metro Rail System to the newly completed, under constructed, and future activity centers. Moreover, the City's Circulation Element from the City's General Plan has not been updated since 1992. To address these critical issues, the City of Inglewood is now in the studying the development of a major mass transit project connecting the Metro Rail System to the proposed activity centers, and preparing a comprehensive mobility plan to identify policy recommendations, infrastructure improvements and the program requirements necessary to move people across a multimodal transportation environment, and best prepare for the future development in the City.

Trifiletti Consulting is currently assisting the City of Inglewood to prepare a comprehensive and sustainable mobility plan to identify policy recommendations, infrastructure improvements and the program requirements necessary to move people across a multimodal transportation environment, and to best prepare for the future development in the City. Trifiletti Consulting is serving as project manager on the selection of a preferred transit connection project to link the City of Inglewood to the Metro regional rail system, and will lead the preparation of all requisite environmental clearance documents for the potential Inglewood Transit Connection Project. Now, given Lisa Trifiletti's role as project

manager for the City's transportation planning work and unique prior experience leading multiple, complex EIRs simultaneously on behalf of a lead agency. Trifiletti Consulting will assist the City with interagency and stakeholder coordination and with the preparation of the environmental impact analysis and documentation for the potential Murphy's Bowl Project to ensure consistency in assumptions, methodology and overall approach with other City planning efforts and EIR documents.

#### **EIR Coordination Services Scope of Work for Murphy's Bowl/Clippers Arena**

Trifiletti Consulting will lead the management and preparation of the required analyses and documentation to prepare the necessary California Environmental Quality Act (CEQA) documentation in accordance with applicable state and federal environmental regulations for the proposed Murphy's Bowl Project. Coordination and planning services may also be required to determine specific project elements that need to be assessed in the CEQA documentation.

Trifiletti Consulting will assist the City of Inglewood Economic and Community Development department with the strategic land use, environmental consulting, interagency coordination, and community/stakeholder outreach for the Murphy's Bowl/Clippers Arena Project's environmental clearance documents, and will assist the City of Inglewood with the project management of multiple environmental clearance documents, and conduct peer reviews of proposed environmental clearance documents for certain major projects throughout the City of Inglewood. Trifiletti Consulting will ensure consistency with City's proposed environmental clearance methodologies and assumptions, thresholds of significance, project design features and project control measures, mitigation strategies, particularly in the environmental resources areas of traffic/transportation, air quality, and land use;

This scope of work covers the following Phases of work:

Phase 1 of the project, which includes tasks needed to be completed or initiated prior to release of the Notice of Preparation (NOP). Phase 1 of the project will focus on identifying and defining all elements of the Murphy's Bowl/Clippers Arena Project, determining a strategy for processing project elements in compliance with CEQA, and development of the NOP and Initial Study. Phase 1 also includes coordination of scoping meetings associated with the NOP and Initial Study as well as analyzing the scoping comments to determine the appropriate scope of work for the CEQA documentation, which will be prepared in later phases of the environmental clearance work.

#### **Phase 1: Task 1 – Identify Project Components and Work Plan**

This task would consist of collaborating with SCAG, City and other agency staff teams to define the elements of the Murphy's Bowl/Clippers Arena Project to be analyzed under CEQA. Trifiletti Consulting will collaborate with stakeholders to define the project elements that are critical to efficiently advance implementation of the proposed Project. Sensitivity analyses may be warranted to understand the effects of different project elements; results of the sensitivity analyses would enable the City to make informed decisions on the Project's elements for implementation and environmental analysis.

##### ***Task 1.1 Identify CEQA Thresholds***

Lead the identification of current (2017) CEQA thresholds and compare against CEQA thresholds utilized in previous applicable CEQA documents.

*Task 1.2 Identify the Relationships between the Proposed Project and Other Projects and Policy Assumptions*

The relationship between the Murphy's Bowl/Clipper's Arena and previous and in-process EIRs and planning studies in the area, would be analyzed and documented. This information will be utilized throughout the project, particularly in public information and collateral information materials that will be developed describing the project. Conduct work sessions with the City, and key consultants on other current City projects to understand relationships between the proposed Project and other related projects.

*Task 1.3 Coordinate Relevant Sensitivity Analysis*

Sensitivity analyses on key environmental categories may need to be conducted to determine significance of probable environmental effects and to identify key concerns. As part of the sensitivity analyses, traffic modeling may be required. The traffic analysis used as part of the alternatives analysis will be used to address existing conditions, future conditions with and without the proposed Project, and impacts on traffic conditions at the study intersections, localized circulation patterns, and pedestrian and bicycle circulation and safety.

Key considerations in the estimation of effects and evaluation of the proposed Project are traffic impacts associated with the new Arena, and consideration of such potential impacts with and without certain related project implementation. Trifiletti Consultants will work closely with City staff and all consultants in developing these estimates as well as implementation details within the analytical framework for evaluation.

Trifiletti Consulting will manage the coordination of the existing conditions data, including traffic counts, intersection lane configuration, traffic control devices and associated operational information, transit routes, and bicycle/pedestrian facilities within the study area, so that the preparation of existing operational conditions are aligned and consistent with all other environmental impact reports in the City of Inglewood. The sensitivity analyses that may be conducted would utilize existing models to identify potential effects, potential ways to avoid impacts, and inform the environmental process employed for processing the proposed Project's components under CEQA. Development of the existing conditions and traffic assumptions will occur simultaneously with this task, but a detailed traffic analysis will not be completed in Phase 1.

*Task 1.4 Forecast and Horizon Years*

Phasing information identified in Tasks 1.2 and 1.3 will be reviewed to determine horizon years to be assumed for implementation and operation of the various components of the proposed Project.

*Task 1.5 Develop Project Description*

A key component of the environmental process is to develop a project description in order to prepare appropriate environmental documentation. The project description will need to cover all components of the Murphy's Bowl/Clippers Arena Project and any related or enabling projects. Trifiletti Consulting will manage the consultant teams to deliver:

- Matrix of CEQA Thresholds utilized in previous documents compared to current CEQA thresholds.
- Data requirements list

- Analysis of any sensitivity testing is conducted
- Draft project description

## **Task 2      Prepare Preliminary Draft Initial Study, Prepare Final Initial Study, Prepare Notice of Preparation, and Assist with EIR Scoping Process**

Based on the sensitivity analyses conducted in Task 1 and coordination with the City staff, Trifiletti Consulting will drive and assist the preparation of the Initial Study and a Notice of Preparation (NOP). Scoping meetings on the NOP and Initial Study would be held. The scoping process would help inform and assist in development of the scope of work to prepare the required CEQA documents in Phase 2.

### ***Task 2.1      Preliminary Surveys***

To determine potential significant effects, Trifiletti Consulting will coordinate any site surveys that may be required, which may include surveys for cultural resources, and hazardous materials.

### ***Task 2.2      Initial Study***

An Initial Study will be prepared to identify potential effects of the proposed Murphy's Bowl/Clippers Arena Project to be assessed in an Environmental Impact Report (EIR). Existing environmental documents from other recent projects will be thoroughly reviewed, and sensitivity analyses and site surveys would be conducted to determine whether the project elements of the proposed Project would potentially result in significant effects.

CEQA categories that will need to be examined in detail in the Draft EIR will be identified and briefly described in the Initial Study. All environmental resource categories identified as being less than significantly affected would be eliminated from further analysis in the EIR. Ideas, issues, and concerns raised about the environmental effects of the proposed Project during the scoping process would be relayed to the planning teams for their consideration as the planning for the Interconnector Project advances.

Trifiletti Consulting will ensure that a first Draft Initial Study will be submitted to City staff and key stakeholders for review. The first Draft Initial Study will be revised in accordance with comments received from City, stakeholder and City Attorney staff and then a second Draft Initial Study will be submitted to City staff for review. The Final Initial Study will be prepared based on comments received from staff on the second Draft Initial Study.

### ***Task 2.3      Notice of Preparation***

A draft Notice of Preparation and Notice of Scoping would be prepared and submitted to SCAG and the City for review and comment. Once finalized, Trifiletti Consulting will coordinate with consultants on the printing of the Notice of Preparation and Notice of Scoping in newspaper(s), the submission of NOP and Initial Study documents to the California Office of Planning and Research, State Clearinghouse, and distribution to agencies and public contacts contained on the project public distribution list developed for the proposed Project.

### ***TASK 2.4      Scoping Meetings***

Trifiletti Consulting will assist the City staff in preparing and holding up to two (2) public scoping meetings. Trifiletti Consulting will coordinate the preparation of all materials to be used at the scoping

meetings including presentation boards, FAQs, Fact Sheets, and a PowerPoint presentation. Trifiletti Consulting will participate in the public scoping meetings.

### **Task 3 Conduct Project Meetings, Management, and Coordination**

#### **Task 3.1 Project Management and Coordination**

This task covers the day-to-day project administration and coordination required for the project. For purposes of scope and budget development, it is assumed that 18 months would be needed for project administration and coordination to complete all tasks. Trifiletti Consulting will hold weekly project progress meetings (until the release of the Notice of Preparation) with the project team to discuss project progress, budget, schedule, and identify any issues that need to be addressed.

#### **TASK 2.2 Ongoing Project Consultant and Agency Consultations**

During the environmental process, the project team will need to maintain coordination with the project planning teams, Metro, and other agencies to ensure consistency and verify assumptions being utilized in the environmental analysis. Trifiletti Consulting will work with SCAG and City staff, the design and planning teams, and others as needed on a monthly basis throughout the project to discuss project plans, environmental documentation schedules, data needs, and upcoming activities.

### **Phase 2**

#### **Task 4 Prepare Administrative Draft EIR (ADEIR)**

Based on the Initial Study completed as part of Task 2, potentially significant effects that may occur could include Aesthetics, Air Quality, Cultural (Historic) Resources, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Noise, Population and Housing, Public Services, Transportation/Traffic, Utilities and Service Systems, and Mandatory Findings of Significance. As a result, these potential impacts will be evaluated further in an EIR.

Trifiletti Consulting will drive the ADEIR to hit project milestone dates in a coordinated fashion. Assumptions, analyses, and findings in the Initial Study and previous EIR documents would be reviewed, confirmed, and incorporated by reference; modified to reflect existing conditions and changes in regulations or analysis methodologies; or updated to reflect changes in the plans for the proposed Project. Protocols for key environmental impact categories, such as noise and transportation/traffic, would be developed and submitted to the City for review and approval. Close coordination between the City, various relevant agencies, such as SCAG, CALTRANS, LADOT, LA County, and the EIR team will be necessary to prevent delays in assembling the Administrative DEIR and to ensure that the information contained in the ADEIR adequately and accurately reflects the plans for the proposed Project.

Assumptions concerning construction schedules and operations, opening day, future years for analysis, interaction with ongoing and future projects, and forecasts would have to be verified and agreed upon. Weekly or biweekly coordination meetings/teleconferences would be conducted to review progress, obtain input and guidance on key issues, and keep stakeholders engaged in the CEQA process.

Development of the Administrative Draft EIR will be accomplished in accordance with CEQA. As draft sections are completed by the project team, they will be reviewed internally for quality assurance/quality control. Preliminary draft sections will be submitted to the City and key

stakeholders to obtain initial comments, as they are completed. The focus of this task will be on conducting technical analyses related to aesthetics, air quality (construction emissions and operational emissions related to surface transportation, and heating and cooling of the proposed buildings), greenhouse gas emissions, human health risk assessment, traffic and construction noise and vibration, traffic/transportation (construction traffic), and utilities.

Detailed analysis of impacts anticipated due to construction and operation of the proposed Project would be developed under this task. Each topical section will follow a master format designed to demonstrate CEQA compliance and to enhance the ability of the public to understand the information in the EIR. Each section will be organized as follows:

- Introduction
- Methodology
- Existing conditions will be discussed for each topic. Relevant regulations and policies will be identified and discussed.
- Thresholds of significance will be described to allow the reader to understand the significance of each identified impact.
- Applicable Project Design Features and Commitments
- Project impacts will be identified and discussed by type of impact, based on factual evidence.
- Cumulative impacts will be identified and discussed. Consistent with Section 15.130 (b) of the CEQA Guidelines, cumulative impacts will be assessed for each topic based on either a list of related projects. The most appropriate method will be used for each topic based on the availability and relevance of available information. Meridian Consultants will coordinate with City staff to develop a list of related projects to be considered in the cumulative impact analysis.
- Mitigation measures for each impact will be identified and discussed.
- Conclusions regarding the significance of each impact after mitigation will be presented. The conclusions will be presented in a form that can be easily incorporated into the required CEQA Findings of Fact for each significant impact.

#### *Introduction and Executive Summary*

This section will include an Introduction as a courtesy to the reader who may have little or no experience in reading an EIR. The purpose of an EIR will be defined, with references to the CEQA Guidelines and statutes, as appropriate. The format and content of the EIR will be explained. Standards for the EIR will be briefly discussed. The environmental review process, as it is being administered for this project by the City of Inglewood will also be explained.

This section will also include an Executive Summary prepared in accordance with CEQA requirements which will include a summary of the proposed project, a project background, discussion of any known areas of controversy, and a summary of the project alternatives evaluated in the EIR. The Summary will also identify the significant impacts of the project identified in the Draft, mitigation measures, and residual impacts after mitigation.

#### *Project Description*

The Project Description developed and presented in the Initial Study will be used for the ADEIR. The Project Description details will be further refined, in coordination with the project team, for

Incorporation in the Draft EIR. Substantive changes to the Project Description would be circulated to City staff for review and approval.

#### *Overview of Environmental Setting*

Trifiletti Consulting will manage and coordinate the EIR team to complete an overview of the physical environmental conditions of the project area, as they exist at the time the Notice of Preparation was issued. This section will provide a general description of the proposed project site, and a brief summary of existing conditions by topic area.

The following topics will likely be addressed in the EIR:

- Aesthetics
- Air Quality
- Cultural Resources
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services
- Transportation/Traffic
- Utilities and Service Systems

### *Alternatives*

Trifiletti Consulting will coordinate and manage the EIR consultant team to complete an alternatives analysis. CEQA requires an EIR to evaluate the comparative merits of a range of reasonable alternatives to a project that could feasibly attain the basic objectives of the Project and avoid or lessen the significant impacts of the proposed Project as identified in the EIR. An evaluation of a No Project alternative is also required. Alternatives are selected based on their potential to avoid or lessen any significant impacts associated with the proposed Project while still meeting basic project objectives. An environmentally superior alternative must also be identified as part of this analysis. This scope of work assumes a comparative qualitative analysis of the No Project alternative and two additional design, or project alignment alternatives to be identified and defined with City staff.

### *Other Required CEQA Sections and Appendices*

Trifiletti Consulting will ensure that consultants complete all other sections required under the CEQA Guidelines, including Effects Found Not to Be Significant, Growth-Inducing Impacts, Significant Irreversible Environmental Changes, a list of organizations and persons involved in the preparation of the EIR, and a list of references and persons consulted as part of the EIR analysis. The appendices will include all technical studies and other items related to the EIR, such as the NOP and comment letters on the NOP. Based on the results of the Initial Study (IS), the Effects Found Not to Be Significant section will incorporate information from the IS on why these topics are not being evaluated further in the Draft EIR.

### **Phase 3**

Trifiletti Consulting will ensure that consultants complete and release the public Draft EIR, Final EIR and Response to Comments, Finding and Statement of overriding consideration, and public hearings & meetings. Trifiletti Consulting will continue to assist the City of Inglewood with interagency coordination efforts required for proposed environmental clearances with the Los Angeles County Metropolitan Transportation Authority (Metro), California Department of Transportation (Caltrans), Southern California Association of Governments (SCAG), South Coast Air Quality Management District (SCAQMD), Los Angeles County, City of Los Angeles and other agencies or municipalities. Trifiletti Consulting will continue to assist the City of Inglewood with executing strategic community outreach for the proposed environmental clearances and ensure consistent messaging.

### **FEES**

TRIFILETTI CONSULTING, INC. proposes to assist the City of Inglewood by providing project management, strategic land use and environmental consulting, interagency coordination and community outreach services, not to exceed \$225,000.00, on a time and material basis, at the hourly rates of:

- Lisa Trifiletti, Principal \$ 314.15
- Omar Pulido, Sr. Project Director \$ 236.90
- Perla Solis, Planning Coordinator \$ 133.90
- Senior Associate \$ 113.30
- Associate \$ 82.40

Task Name/Description	Total Cost
Phase 1: Project Initiation, Definition, and Scoping. Includes meetings to determine the appropriate form and structure of the CEQA document, potential qualification of the project as an Environmental Leadership Development Project (pursuant to Public Resources Code §21180-21189.3) or equivalent, development of the Project	\$ 75,000



Description, development and circulation of a Notice of Preparation (NOP), attendance at the required Public Scoping Meeting, review of public comments on the NOP, and preparation of a refined scope of work for Phase 2.	
• Phase 2: Draft EIR. Includes peer review of 3rd technical studies prepared pursuant to the Exclusive Negotiating Agreement, preparation of additional EIR technical studies, preparation of an Administrative Draft EIR, Screencheck Draft EIR, and Draft EIR for public release, preparation of a Notice of Completion, and attendance at a Draft EIR Public Hearing.	\$ 100,000
Phase 3: Final EIR and Project Approvals. Includes review and bracketing of comments received, preparation of Responses to Comments, Administrative Final EIR, Screencheck Final EIR, Final EIR, Mitigation Monitoring and Reporting Plan, and attendance at Planning Commission and City Council hearings.	\$ 50,000
Total Cost	\$ 225,000

Direct expenses such as parking, copy fees, database research, authorized travel and related expenses will be billed at actual costs. It is agreed upon by both parties that this scope of services provided by TRIFILETTI CONSULTING, INC. does not constitute legal representation or legal advice. Any out-of-state or long-distance travel required to conduct the above-mentioned workplace investigations, compliance training or related services shall be approved in advance by the City of Inglewood.

## Exhibit B (Trifiletti)

Trifiletti Consulting, Inc.  
1541 Wilshire Boulevard, Ste 560  
Los Angeles, CA 90017  
213 315-2121  
www.trifiletticonsulting.com



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### Project Management, Environmental Clearance, and Interagency Coordination Services

Trifiletti Consulting will perform professional services on behalf of the City of Inglewood (City) to provide project management, strategic environmental consulting and coordination services for the Inglewood Basketball and Entertainment Center, on behalf of the City's Economic and Community Development Department.

#### Firm Profile

Trifiletti Consulting provides strategic counsel in areas of land use, environmental, entitlement, public outreach and project management to leaders in public agencies and elected officials, private sector developers, infrastructure designers, and business and civic organizations. Grounded in decades of experience in government, we develop innovative, transparent and consensus building approaches to securing multi-jurisdictional approvals for complex development and infrastructure projects. Our success is based on a foundation of knowledge, experience, and stakeholder participation.

We are uniquely qualified to manage multi-stakeholder processes to address complex public policy issues, and we have a demonstrated ability to implement major master planned governmental and private sector development projects. Our achievements rest on building broad coalitions, while efficiently managing critical legal and environmental requirements and schedules. Trifiletti Consulting specializes in leading complex planning processes and designing environmental clearance strategies that embrace sustainability as project design features and minimizes environmental impacts.

Prior to launching Trifiletti Consulting, Lisa Trifiletti served as Deputy Executive Director of Environmental Programs and Chief Sustainability Officer for Los Angeles World Airports (LAWA). As Deputy Executive Director, she directed all activities of the Environmental Performance, Environmental Regulatory Compliance, Environmental Planning and Engineering, and Environmental Commitment Management divisions, and led all Entitlements and Environmental Clearances for LAWA's three airports (LAX, Van Nuys, Ontario) and Palmdale land holdings. Most notably, during her tenure at LAWA, she led the update of entitlements and environmental clearances for all major LAX Modernization Projects including the LAX Landside Access Modernization Program, and the LAX Northside Plan Update which consisted of 2.3 million square feet of development on 340 acres of airport property with widespread community support. Ms. Trifiletti also led the coordination efforts with the Los Angeles County Metropolitan Transportation Authority (Metro) to select the locally preferred alternative for the Airport Metro Connector's 96th Street Transit Station and its connection to LAX. Additionally, Trifiletti served as Chief Planning Deputy for all discretionary planning and environmental clearance applications, and all housing, transportation and land use issues in the City of Los Angeles to Councilmembers Jack Weiss and Paul Koretz for Council District 5.



Trifiletti Consulting has earned a strong reputation as a trusted consensus builder and public outreach leader. Lisa Trifiletti was instrumental in helping secure historic settlement agreements on long standing contentious airport conflicts, including with the Alliance for Regional Solution against Airport Congestion (ARSAC) and adjacent jurisdictions, including the City of Inglewood. Her planning work has also been recognized by several organizations, as she has the Association of Environmental Professional's California Chapter Public Education and Outreach Award, and the Award of Excellence for the America Planning Association's Neighborhood Planning Award, and her projects have been featured in numerous positive media articles.

#### **Background: City of Inglewood Planning Efforts**

Today is a new era in the City of Inglewood as it becomes "The City of Champions" and redefines itself as a regional center in the greater Los Angeles region. As of August 2017, sales tax revenue increase has outpaced the Los Angeles County average, and property values are up more than 100% since 2012. These accomplishments have been driven by a number of completed and on-going projects in the City including the construction of the Metro Crenshaw/LAX Line, The Forum's revitalization which now actively hosts the largest entertainment acts in the Country, the redevelopment of approximately 238 acres in Hollywood Park with new land uses including residential, commercial and recreational, the relocation and construction of the Los Angeles Rams and Los Angeles Chargers new National Football League (NFL) stadium, and the City has currently entered into an exclusive negotiation agreement (ENA) for the potential relocation of the Los Angeles Clippers National Basketball Association (NBA) to the City of Inglewood.

As the City of Inglewood is actively transforming into a major regional activity center, the number of trips or vehicle miles traveled (VMT) in and around the City are anticipated to increase. Since 2010, traffic has increased by 128,066 (1.1%) vehicles per day within the City of Inglewood based on latest ADT studies. That is approximately an increase of 18,295 (1.57%) daily vehicles per year. The existing transportation infrastructure and circulation system is outdated, capacity should be increased as major arterials street and highways are highly congested, and there remains no direct connection from the Countywide Metro Rail System to the newly completed, under constructed, and future activity centers. Moreover, the City's Circulation Element from the City's General Plan has not been updated since 1992. To address these critical issues, the City of Inglewood is now in the studying the development of a major mass transit project connecting the Metro Rail System to the proposed activity centers and is preparing a comprehensive mobility plan to identify policy recommendations, infrastructure improvements and the program requirements necessary to move people across a multimodal transportation environment, and best prepare for the future development in the City.



Trifiletti Consulting is currently assisting the City of Inglewood to prepare a comprehensive and sustainable mobility plan to identify policy recommendations, infrastructure improvements and the program requirements necessary to move people across a multimodal transportation environment, and to best prepare for the future development in the City. Trifiletti Consulting is serving as project manager on the selection of a preferred transit connection project to link the City of Inglewood to the Metro regional rail system and leading the preparation of all requisite environmental clearance documents for the potential Inglewood Transit Connection Project.

Given Lisa Trifiletti's role as project manager for the City's transportation planning work and unique prior experience leading multiple, complex EIRs simultaneously on behalf of a lead agency, Trifiletti Consulting will assist the City with interagency and stakeholder coordination and with the preparation of the environmental impact analysis and documentation for the proposed Inglewood Basketball and Entertainment Center Project to ensure consistency in assumptions, methodology and overall approach with other City planning efforts and EIR documents. This detailed scope of work and description of EIR analysis methodology is designed to provide the City of Inglewood (City) with an EIR that is consistent with the Notice of Preparation (NOP) that was published on February 20, 2018, that reflects the City's independent judgment, and that achieves the proposed schedule. For purposes of this scope of work and related budget estimate, we assume that the project would be as described in the NOP, and would include the following components:

- Demolition of existing warehouses, commercial, and other buildings that currently occupy the project site, including relocation of the existing City water well
- Construction of an approximately 18,000-seat multi-purpose arena that meets NBA standards, with capacity of 18,500 in non-NBA event configuration
- Construction of supportive ancillary uses related to and compatible with the operation and promotion of the arena, such as a practice and training facility, team office space, sports medicine clinic, complimentary food and drink and associated retail uses, and hotel
- Signage and lighting, including digital billboards and/or rooftop signage
- Development of parking sufficient to meet the needs of the arena
- Relocation of a City-owned water supply well to an alternate location on the Project Site; and
- Creation of common space, landscaping, and pedestrian areas around the arena, including possible pedestrian bridges

The location of the Inglewood Basketball and Entertainment Center and supporting ancillary uses would occupy approximately 22 acres on property identified in the NOP.



EIR Coordination Services Scope of Work for the Inglewood Basketball and Entertainment Center

Trifiletti Consulting will lead the management and preparation of the required analyses and documentation to prepare the necessary California Environmental Quality Act (CEQA) documentation in accordance with applicable state and federal environmental regulations for the proposed Inglewood Basketball and Entertainment Center. Coordination and planning services may also be required to determine specific project elements that need to be assessed in the CEQA documentation. Trifiletti Consulting will assist the City of Inglewood Economic and Community Development department with the strategic land use, environmental consulting, interagency coordination, and community/stakeholder outreach for the proposed Inglewood Basketball and Entertainment Center Project's environmental clearance documents, and will assist the City of Inglewood with the project management of multiple environmental clearance documents, and conduct peer reviews of proposed environmental clearance documents for certain major projects throughout the City of Inglewood. Trifiletti Consulting will ensure consistency with City's proposed environmental clearance methodologies and assumptions, thresholds of significance, project design features and project control measures, mitigation strategies, particularly in the environmental resources areas of traffic/transportation, air quality, and land use.

**Phase 1 Services: (previously authorized and not included in this scope)**

Phase 1 tasks were authorized in a contract approved by the City Council on December 19, 2017. Phase 1 of the project, which includes tasks needed to be completed or initiated prior to release of the Notice of Preparation (NOP). Phase 1 of the project will focus on identifying and defining all elements of the Inglewood Basketball and Entertainment Center Project, determining a strategy for processing project elements in compliance with CEQA, and development of the NOP and Initial Study. Phase 1 also includes coordination of scoping meetings associated with the NOP and Initial Study as well as analyzing the scoping comments to determine the appropriate scope of work for the CEQA documentation, which will be prepared in later phases of the environmental clearance work.

**Phase 2 Services: This scope of work covers the following Phase 2 of work**

**Phase 2 Task 1: Project Management and Agency Coordination**

This task covers the day-to-day project administration and coordination required for the project. For purposes of scope and budget development, it is assumed that 18 months would be needed for project administration and coordination to complete all tasks. Trifiletti Consulting will hold weekly project progress meetings (until the release of the Draft Environmental Impact Report) with the project consultant team, City staff, and project applicant to discuss project progress, budget, schedule, and identify any issues that need to be addressed to meet project milestones.



During the environmental process, Trifiletti Consulting will continue coordination with the City's Community and Economic Development, Public Works, and other internal divisions to ensure consistency and verify assumptions being utilized in the environmental analysis. Trifiletti Consulting will also work with external agencies, including Caltrans, LADOT, the County of Los Angeles, SCAG and outside regulating agencies. Trifiletti Consulting will coordinate with City staff and applicant on a weekly and as needed throughout the project to discuss project plans, environmental documentation schedules, data needs, and upcoming activities.

#### **Phase 2 Task 2: Refine Project Components and Develop Project Description**

Phase 2 consists of continuing the collaboration with SCAG, City and other agency staff teams to further define and refine the elements of the Inglewood Basketball and Entertainment Center Project to be analyzed under CEQA. Trifiletti Consulting will collaborate with stakeholders to further define the project elements that are critical to efficiently advance implementation of the proposed Project. Sensitivity analyses may be warranted to understand the effects of different project elements; results of the sensitivity analyses would enable the City to make informed decisions on the Project's elements for implementation and environmental analysis.

##### **Task 2.1 Identify the Relationships between the Proposed Project and Other Projects and Policy Assumptions**

The relationship between the Inglewood Basketball and Entertainment Center Project and previous and in-process EIRs and planning studies in the area, would be analyzed and documented. This information will be utilized throughout the project, particularly in public information and collateral information materials that will be developed describing the project. Conduct work sessions with the City, and key consultants on other current City projects to understand relationships between the proposed Project and other related projects.

##### **Task 2.2 Coordinate Relevant Sensitivity Analysis**

Sensitivity analyses on key environmental categories may need to be conducted to determine significance of probable environmental effects and to identify key concerns. As part of the sensitivity analyses, traffic modeling may be required. The traffic analysis used as part of the alternatives analysis will be used to address existing conditions, future conditions with and without the proposed Project, and impacts on traffic conditions at the study intersections, localized circulation patterns, and pedestrian and bicycle circulation and safety.

Key considerations in the estimation of effects and evaluation of the proposed Project are traffic impacts associated with the new Arena, and consideration of such potential impacts with and without certain related project implementation. Trifiletti Consultants will work



closely with City staff and all consultants in developing these estimates as well as implementation details within the analytical framework for evaluation.

Trifiletti Consulting will manage the coordination of the existing conditions data, including traffic counts, intersection lane configuration, traffic control devices and associated operational information, transit routes, and bicycle/pedestrian facilities within the study area, so that the preparation of existing operational conditions are aligned and consistent with all other environmental impact reports in the City of Inglewood. The sensitivity analyses that may be conducted would utilize existing models to identify potential effects, potential ways to avoid impacts, and inform the environmental process employed for processing the proposed Project's components under CEQA. Development of the existing conditions and traffic assumptions will occur simultaneously with this task. Trifiletti Consulting will manage the consultant teams to deliver matrix of CEQA Thresholds utilized in previous documents compared to current CEQA thresholds, data requirements list, and analysis of any sensitivity testing is conducted.

#### **Task 2.3 Refine and Develop Project Description**

A key component of the environmental process is to develop a project description in order to prepare appropriate environmental documentation. The project description must cover all components of the proposed Project and any related or enabling projects. Trifiletti Consulting will assist the City and the consultant team to further develop the Proposed Project which includes athletic training facility, office space, sports medicine clinic for team and potential general public use; retail and other ancillary uses that would include community and youth-oriented space; an outdoor plaza with landscaped areas, outdoor basketball courts, and outdoor community gathering space; and parking garages and surface parking facilities.

#### **Phase 2 Task 3: Peer Review Proponent Prepared**

Trifiletti Consulting will assist in the review 3rd party environmental and technical studies to assist in describing the project setting, particular project effects, and/or mitigation, and such studies can ultimately be useful in supporting the City's analysis and conclusions in the EIR. Trifiletti Consulting will coordinate with ESA on the approach to technical peer review and will advise on the approach related to the studies' inclusion in the EIR. Trifiletti Consulting will review and revise the summary memoranda with attached document mark-ups that will be submitted to the City for its review. It is expected that issues raised in the draft memoranda will be discussed with the City and that any issues identified will be addressed in revised versions of the technical studies prepared by the 3rd party experts. The final memoranda will reflect the environmental team's conclusions as to the validity of 3rd party-provided



information for use in the EIR. These peer review memoranda will become part of the administrative record for the EIR.

#### **Phase 2 Task 4: Prepare Administrative Draft EIR (ADEIR)**

These potential impacts will be evaluated further in an EIR. Trifiletti Consulting will lead the identification of current (2017) CEQA thresholds and compare against CEQA thresholds utilized in previous applicable CEQA documents. Trifiletti Consulting will drive the ADEIR to hit project milestone dates in a coordinated fashion. Assumptions, analyses, and findings in the Initial Study and previous EIR documents would be reviewed, confirmed, and incorporated by reference; modified to reflect existing conditions and changes in regulations or analysis methodologies; or updated to reflect changes in the plans for the proposed Project. Protocols for key environmental impact categories, such as noise and transportation/traffic, would be developed and submitted to the City for review and approval. Close coordination between the City, various relevant agencies, including but not limited to SCAG, CALTRANS, LADOT, LA County, AQMD, and the EIR team will be necessary to prevent delays in assembling the Administrative DEIR and to ensure that the information contained in the ADEIR adequately and accurately reflects the plans for the proposed Project.

Assumptions concerning construction schedules and operations, opening day, future years for analysis, interaction with ongoing and future projects, and forecasts would have to be verified and agreed upon. Weekly or biweekly coordination meetings/teleconferences would be conducted to review progress, obtain input and guidance on key issues, and keep stakeholders engaged in the CEQA process. Development of the Administrative Draft EIR will be accomplished in accordance with CEQA. As draft sections are completed by the project team, they will be reviewed internally for quality assurance/quality control. Preliminary draft sections will be submitted to the City and key stakeholders to obtain initial comments, as they are completed. The focus of this task will be on conducting technical analyses related to aesthetics, air quality (construction emissions and operational emissions related to surface transportation, and heating and cooling of the proposed buildings), greenhouse gas emissions, human health risk assessment, traffic and construction noise and vibration, traffic/transportation (construction traffic), and utilities.

Detailed analysis of impacts anticipated due to construction and operation of the proposed Project would be developed under this task. Each topical section will follow a master format designed to demonstrate CEQA compliance and to enhance the ability of the public to understand the information in the EIR. Each section will include the following: (1) Introduction, (2) Methodology, (3) Existing conditions will be discussed for each topic. Relevant regulations and policies will be identified and discussed. (4) Thresholds of significance will be described to allow the reader to understand the significance of each





identified impact. (5) Applicable Project Design Features and Commitments. (6) Project impacts will be identified and discussed by type of impact, based on factual evidence. (7) Cumulative impacts will be identified and discussed. Consistent with Section 15130 (b) of the CEQA Guidelines, cumulative impacts will be assessed for each topic based on either a list of related projects.

The most appropriate method will be used for each topic based on the availability and relevance of available information. Trifiletti Consulting will coordinate with City staff to develop a list of related projects to be considered in the cumulative impact analysis.

Conclusions regarding the significance of each impact after mitigation will be presented. The conclusions will be presented in a form that can be easily incorporated into the required CEQA Findings of Fact for each significant impact.

#### **Introduction and Executive Summary**

This section will include an Introduction as a courtesy to the reader who may have little or no experience in reading an EIR. The purpose of an EIR will be defined, with references to the CEQA Guidelines and statutes, as appropriate. The format and content of the EIR will be explained. Standards for the EIR will be briefly discussed. The environmental review process, as it is being administered for this project by the City of Inglewood will also be explained.

This section will also include an Executive Summary prepared in accordance with CEQA requirements which will include a summary of the proposed project, a project background, discussion of any known areas of controversy, and a summary of the project alternatives evaluated in the EIR. The Summary will also identify the significant impacts of the project identified in the Draft, mitigation measures, and residual impacts after mitigation.

#### **Project Description**

The Project Description developed and presented in the Notice of Preparation will be used for the ADEIR. The Project Description details will be further refined, in coordination with the project team, for incorporation in the Draft EIR. Substantive changes to the Project Description would be circulated to City staff for review and approval.

#### **Environmental**

Trifiletti Consulting will manage and coordinate the EIR team to complete an overview of the physical environmental conditions of the project area as included in the Notice of Preparation that was issued on February 20, 2018. This section will provide a general description of the proposed project site, and a summary of existing conditions by topic area. The following topics to be addressed in the EIR:



---

Aesthetics, Light, and Glare	Paleontological Resources
Air Quality	Population, Employment and Housing
Biological Resources	Public Services (including Police Services, Fire Protection Services, and Parks and Recreation)
Cultural Resources	Transportation and Circulation
Energy Demand and Conservation	Tribal Cultural Resources
Geology and Soils	Public Utilities (Water Supply, Wastewater Generation and Treatment, Storm Drainage Conveyance and Treatment)
Greenhouse Gas Emissions and Global Climate Change	Solid Waste Generation)
Hazards and Hazardous Materials	Growth Inducement and Urban Decay
Hydrology and Water Quality	Cumulative Impacts
Land Use and Planning	
Noise and Vibration	

**Phase 2 Task 3:**

**Task 3.1: Draft EIR Public Comment Period and Draft EIR Hearing**

Trifiletti Consulting will work with the City to implement a system of posting of public comments within 72 hours of receipt by the City. This could be accomplished in coordination with the City's web master, or through the development of a separate website hosted by ESA.

During the 45-day review period, Trifiletti Consulting will support the City's hosting of a public meeting to receive comments on the Draft EIR. The purpose of the meeting will be to provide responsible agencies and the public the opportunity to provide input on the adequacy of the Draft EIR. Trifiletti Consulting will assist the City in preparing the format and exhibits for this hearing, and will assist and review all PowerPoint presentation that summarizes the Project Description and conclusions of the Draft EIR. The City will post the required noticing for the hearing; schedule the date, time, and location for the hearing; and secure the meeting room.

**Phase 2 Task 4: Record Keeping**

Trifiletti Consulting will assist with the assembly of the EIR Administrative Record. The Administrative Record must be maintained until the City renders a final decision on the Proposed Project. Further, while ESA will take a lead in assembling the whole of the record, Trifiletti Consulting will collaborate with the City's project team will be undertaken to support preparation of the Administrative Record, including assembling and organizing references and materials.

**Phase 3: Final EIR and Project Approvals**



The scope of work for Phase 3 will be refined and budgeted as part of the conclusion of the Phase 2 tasks.

#### **Alternatives**

Trifiletti Consulting will coordinate and manage the EIR consultant team to complete an alternatives analysis. CEQA requires an EIR to evaluate the comparative merits of a range of reasonable alternatives to a project that could feasibly attain the basic objectives of the Project and avoid or lessen the significant impacts of the proposed Project as identified in the EIR. An evaluation of a No Project alternative is also required. Alternatives are selected based on their potential to avoid or lessen any significant impacts associated with the proposed Project while still meeting basic project objectives. An environmentally superior alternative must also be identified as part of this analysis. This scope of work assumes a comparative qualitative analysis of the No Project alternative and two additional design, or project alignment alternatives to be identified and defined with City staff.

#### **Other Required CEQA Sections and Appendices**

Trifiletti Consulting will ensure that consultants complete all other sections required under the CEQA Guidelines, including Effects Found Not to Be Significant, Growth-Inducing Impacts, Significant Irreversible Environmental Changes, a list of organizations and persons involved in the preparation of the EIR, and a list of references and persons consulted as part of the EIR analysis. The appendices will include all technical studies and other items related to the EIR, such as the NOP and comment letters on the NOP.

#### **Phase 3 (to be further determined based on the number and complexity of comment letters received)**

Trifiletti Consulting will ensure that consultants complete and release the public Draft EIR, Final EIR and Response to Comments, Finding and Statement of overriding consideration, and public hearings & meetings. Trifiletti Consulting will continue to assist the City of Inglewood with interagency coordination efforts required for proposed environmental clearances with critical agencies, including but not limited to the Los Angeles County Metropolitan Transportation Authority (Metro), California Department of Transportation (Caltrans), Southern California Association of Governments (SCAG), South Coast Air Quality Management District (SCAQMD), Los Angeles County, City of Los Angeles and other agencies or municipalities. Trifiletti Consulting will continue to assist the City of Inglewood with executing strategic community outreach for the proposed environmental clearances and ensure consistent messaging.

#### **Fees: This cost estimate is based on the following assumptions:**

- ♦ Alterations to the Proposed Project description that occur after establishment of the CEQA project description, as agreed upon by the City, ESA, and the project applicant team, would be considered beyond the existing scope and may require contract modification if additional level of effort is required



- Adherence with the proposed EIR schedule
- Technical adequacy of all 3rd party technical studies
- A level of controversy from interest groups that is consistent with estimated levels of effort for responding to public comments
- No new substantive issues raised in late comments on the NOP or comments on the Administrative Draft EIR, Screencheck Draft EIR, or Draft EIR

Other factors that could affect the overall level of effort and cost of the EIR process could include, but are not limited to:

- Requirements for qualification pursuant to the requirements of PRC §§ 21180-21189.3, or equivalent special legislation
- Consideration of off-site infrastructure or other associated development or infrastructure improvements not identified in this proposal
- Need for additional technical studies beyond those identified in this proposal

A detailed cost estimate for the tasks associated with Phase 2 is included below. We will work with City to identify a detailed scope of work for Phase 3 at a later date.

Trifiletti Consulting proposes to assist the City of Inglewood by providing project management, strategic land use and environmental consulting, interagency coordination and community outreach services, on a time and material basis, at the hourly rates of:

Lisa Trifiletti, Principal	\$ 314.15
Senior Project Director	\$ 236.90
Environmental Specialist	\$ 180.00
Planning Coordinator	\$ 133.90
Senior Associate	\$ 113.30
Associate	\$ 82.40

Direct expenses such as parking, copy fees, database research, authorized travel and related expenses will be billed at actual costs. It is agreed upon by both parties that this scope of services provided by Trifiletti Consulting does not constitute legal representation or legal advice. Any out-of-state or long-distance travel required to conduct the above-mentioned workplace investigations, compliance training or related services shall be approved in advance by the City of Inglewood.

# Trifiletti Consulting Inc Budget Cost Allocations

	Principal	Sr. Project Director	Environmental Specialist	Planning Coordinator	Senior Associate	Associate
Hourly Rate	\$ 314.15	\$ 236.90	\$ 180.00	\$ 133.90	\$ 113.30	\$ 82.40

#	Task	Principal	Sr. Project Director	Environmental Specialist	Planning Coordinator	Senior Associate	Associate	Total Hours
Phase 2								
1.0	Project Management	150	-	-	100	50	78	378
2.0	Meetings	150	-	-	100	100	-	350
4.0	Peer Review Proponent Technical Studies	100	-	-	100	50	-	250
5.0	Prepare ADEIR	100	-	-	150	50	-	300
6.0	Prepare Draft EIR	100	-	-	100	90	-	290
6.1	Screen check Draft EIR	-	-	-	-	-	-	0
6.2	Draft EIR	-	-	-	-	-	-	0
7.0	DEIR Public Comment Period and Hearing	102	-	-	74	50	-	226
7.1	Public Comment Period	-	-	-	-	-	-	0
7.2	Public Hearing on DEIR	-	-	-	-	-	-	0
8.0	Administrative Record and Recordkeeping	-	-	-	-	-	-	0
Total Hours		702	0	0	624	390	78	1794
Task 1 Total Cost		\$ 220,533.30	\$ -	\$ -	\$ 83,553.60	\$ 44,187.00	\$ 6,427.20	\$ 354,701.10

Grand Total Hours	702.00	0.00	0.00	624.00	390.00	78.00	1,794.00
Grand Total Cost	\$ 220,533.30	\$ -	\$ -	\$ 83,553.60	\$ 44,187.00	\$ 6,427.20	\$ 354,701.10

**EXHIBIT C**  
**TRIFILETTI CONSULTING INC.**

**Phase 3: Final EIR and Project Approvals Scope of Work**

**Task 1: Project Management [ongoing from Phase 1 and Phase 2]**

In order to ensure that the EIR continues on the agreed upon timeline, respond to a series of evolving CEQA issues, and develop a comprehensive approach to responses to comments, TC will assist the Project Management Team to continue providing management efforts. For this scope of work, it is assumed that project management would continue until the certification of the EIR.

**Task 2: Meetings [ongoing from Phase 1 and Phase 2]**

TC will continue to attend weekly conference calls with the City team, weekly conference calls with both the City team and the applicant team, and other conference calls that occur on an as-needed basis. TC's team usually assists and participates with Project Management Team in weekly conference calls. Additionally, TC will continue to assist the City organize team meetings and assist with the administrative draft FEIR documents, discuss project response to comments, and work with agency stakeholders to complete FEIR and project approval documents. TC will assist with project schedule updates and coordinate meeting logistics (usually in the City of Inglewood.)

**Task 8: Administrative Record and Recordkeeping [ongoing from Phase 2]**

**8.1: EIR Administrative Record**

TC will assist in gathering the references cited in and relied upon for analysis in the Final EIR and will organize those references in a logical, cohesive manner. TC will assist with building the EIR Administrative Record concurrent with preparation of the Final EIR. TC will assist with the submittal of an electronic version of the EIR Administrative Record to the City following publication of the Final EIR.

**8.2: Project Recordkeeping**

The Administrative Record must be maintained until the City renders a final decision on the Proposed Project. Further, while TC will take a lead in assembling the whole of the record, it is assumed that a collaborative effort from members the City's project team will be undertaken to support preparation of the Administrative Record, including assembling and organizing references and materials. TC will continue to assist with maintaining the Administrative Record website that serves as a repository for the collection and organization of materials relevant to the Proposed Project.

**Task 9: Prepare Administrative and Final EIR Documents**

**9.1: Administrative Final EIR**

TC will assist with updating technical analyses, on a limited basis, at the direction of the City. Once the comment period closes and all of the comments are received, TC will assist with reviewing the number and complexity of comments received and consider the adequacy of the level of effort outlined in this scope and cost estimate and confirm this with the City. If the level

of effort to respond to comments exceeds this estimated cost estimate, a budget amendment may be needed.

TC will assist with reviewing the comments received during the public review period on the Draft EIR. TC will prepare written responses to comments and make necessary changes to the Draft EIR to create the Administrative Final EIR document. The Administrative Final EIR and the Final EIR document will not include a reproduction of the Draft EIR.

TC will assist the review and development of Administrative Final EIR document, which will include:

- a brief introduction;
- enumerated comment letters on the Draft EIR;
- responses to all comments on substantive environmental issues presented in the Draft EIR;
- a listing of revisions to the Draft EIR; and
- a Mitigation Monitoring and Reporting Plan (MMRP).

TC will assist with responses to comments related to the potential physical impacts of the proposed project as they relate to the analyses presented in the EIR within the estimated level of effort. TC will assist with the preparation of the draft MMRP for review and comment. The MMRP will be prepared in an agreed-upon format and will consist of:

All project-specific mitigation measures or mitigating project features;

- Timing/frequency of action;
- Responsibility for implementation;
- Responsibility for monitoring; and
- Verification of compliance.

To the extent possible, monitoring and implementation will be tied to existing City processes and mechanisms. Following receipt of comments, TC will assist in the revision of the MMRP for publication. TC will assist in preparing a draft version of the Findings of Fact and Statement of Overriding Considerations for submittal to the City and the project team. TC assumes that the City attorneys and/or City staff will receive the draft documents and finalize them.

#### 9.2: Agency Coordination for preparation and release of FEIR

During the environmental process, Trifiletti Consulting will continue coordination with the City's Public Works, Community and Economic Development, Office of Finance, and other city internal divisions to draft and finalize response to comments and FEIR. TC will work with external stakeholders, including Caltrans, LADOT, City of LA, County of LA, SCAG, AQMD, ALUC, FAA, LAWA, and other relevant regulating agencies, including the Centinela Hospital.

### **Task 10: Project Approval Hearings**

#### 10.1: Planning Commission Hearings and City Council Hearings

TC will support the preparation for Planning Commission Hearings and attend the public hearing before the City Planning Commission related to consideration of certification of the EIR and approval of the project. The TC team will also support the City with the preparation of two (2) public hearings before the City Council for consideration of certification of the EIR and approval of the project. TC will assist City Staff to prepare any necessary presentations, briefing notes and executive/mayoral briefings related to EIR certification and the project's merits.

#### **Task 11: External Agency Hearings and Permits**

##### **11.1: County Airport Land Use Commission**

Because IBEC Project falls within the airport influence area, the LA County Land Use Commission must make a consistency determination with the comprehensive land use plan. TC will support the preparation of the ALUC application, drafting of findings, staff report, ALUC staff briefings, and County Supervisor staff briefings, and attend the ALUC hearings.

##### **11.2: FAA Coordination and FAA Land Use Compatibility Approval**

Because the IBEC Project is located on land acquired by the City with FAA Noise grants and because the Project is within the flight path of the LAX Airfield, the FAA must approve of the compliance with grant requirements and ensure the safe construction and operation to maintain aviation safety. TC will support agency coordination with FAA regarding land use compatibility, grant compliance, and issues potentially associated with related airspace cases.

#### **Cost Estimate**

Trifiletti Consulting proposes to assist the City of Inglewood by providing project management, strategic land use and environmental consulting, interagency coordination and community outreach services, on a time and material basis, at the hourly rates of:

Lisa Trifiletti, Principal \$ 314.15  
Senior Project Director \$ 236.90  
Environmental Specialist \$ 180.00  
Planning Coordinator \$ 133.90  
Senior Associate \$ 113.30  
Associate \$ 82.40

Direct expenses such as parking, copy fees, database research, authorized travel and related expenses will be billed at actual costs. It is agreed upon by both parties that this scope of services provided by Trifiletti Consulting does not constitute legal representation or legal advice. Any out-of-state or long- distance travel required to conduct the above-mentioned workplace investigations, compliance training or related services shall be approved in advance by the City of Inglewood.

The cost estimate for this requested contract amendment is \$130,006.60. Enclosed is a breakdown of this cost for your review and consideration.



## EXHIBIT D

### TRIFILETTI CONSULTING INC PHASE III AUGMENTATION

The amendment is needed to continue work related to the Preparation of Final EIR, agency coordination, preparation of the MMRP, reviews of development agreement and other related entitlements on behalf of the Department of Public Works, necessary stakeholder, including but not limited to the SoFi Stadium and Centinela Hospital, and interdepartmental coordination necessary for the final development of the Transportation management and Operations Plan and approval process for the proposed IBEC project, and the support of the preparation of the administrative record. The requested amendment would increase the duration of the contract to July 31, 2020.

The requested amendment would increase the duration of the contract to July 31, 2020 and increase the compensation and (NTE) amount by \$75,000.

# **ATTACHMENT NO. 3**

THIS FIFTH AMENDMENT TO AGREEMENT NO.: 18-058 ("Fifth Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF INGLEWOOD (hereinafter referred to as the "City"), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and REMY MOOSE MANLEY, LLP (hereinafter referred to as "Special Counsel") a law firm with its principal place of business located at 555 Capitol Mall, Suite 800, Sacramento, California 95814.

## RECITALS

**WHEREAS**, on December 19, 2017, the City entered into Agreement No.: 18-058 with Special Counsel to provide certain legal services with respect to the preparation of environmental documentation pertinent to that certain Amended and Restated ENA dated August 15, 2017, by and among the City of Inglewood, City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency, the Inglewood Parking Authority and Murphy's Bowl with respect to the proposed development of the Clippers arena project (the "Project"); and

WHEREAS, on April 9, 2019, the City requested that Special Counsel provide additional legal services pursuant to that certain First Amendment to Agreement No.: 18-058; and

WHEREAS, on November 19, 2019, the City and Special Counsel entered into that certain Second Amendment to Agreement No.: 18-058 which extended the term of the Agreement No.: 18-058; and

WHEREAS, on December 17, 2019, the City and Special Counsel entered into a Third Amendment to Agreement Agreement No.: 18-058 which expanded the scope of services and correspondingly increased the amount of compensation necessary for Special Counsel to provide the expanded legal services requested by the City and required for the Project.

WHEREAS, in its effort to completely perform this expanded work, Special Counsel was requested and required by the City to do additional work which resulted in it exceeding the total amount of compensation provided for in Agreement No.: 18-058, as amended; and

WHEREAS, on May 26, 2020, Agreement No.: 18-058 was amended a fourth time to authorized the payment of invoices provided by Special Council for the additional work; and

1       WHEREAS, this Fifth Amendment will authorize the increase of Special Counsel's  
2 compensation and expand the Scope of Work to include Phase III Augmentation services.

3       NOW THEREFORE, the City, and the Special Counsel (hereinafter referred to collectively  
4 as the "Parties") hereto mutually agree as follows:

5       **SECTION: 1**

6       The Scope of Services contemplated by Agreement No.: 18-058 , as amended, shall be  
7 expanded to include the services provided by Exhibit "A," which Exhibit is incorporated herein  
8 by this reference as if set forth in full.

9       **SECTION: 2**

10                                   **ARTICLE 5 - COMPENSATION**

11       Agreement No.: 18-058, pursuant to this Fifth Amendment shall be amended to add  
12 an additional not-to-exceed amount of three hundred eighty-nine thousand, one hundred and  
13 sixty dollars (\$389,160) for CEQA services provided to the City as identified in Exhibit "A.". The  
14 total amount to date for Agreement No.: 18-058, as previously amended and inclusive of this  
15 Fifth Amendment is as follows:

AGREEMENT	AMOUNT
Agreement No.: <u>18-058</u>	\$325,000.00
Amendment One	\$225,000.00
Amendment Two	\$352,000.00
Amendment Three	\$432,000.00
Amendment Four	\$96,133.59
Amendment Five	\$389,160.00
<b>Grand Total</b>	<b>\$1,819,293.59</b>

24       **SECTION: 3**

25       Except as changed by this, and all previously approved amendmenst, all other terms  
26 and provisions of Agreement No.: 18-058, and its corresponding exhibits and attachments,  
27 shall remain unchanged and in full force and effect.  
28

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

8 ATTEST:

APPROVED AS TO FORM:

9  
10 \_\_\_\_\_  
11 Yvonne Horton,  
12 City Clerk

\_\_\_\_\_  
Kenneth R. Campos,  
City Attorney

## EXHIBIT A

### REMY MOOSE MANLEY PHASE III AUGMENTATION

Phase III consists of assisting the City with the environmental review process up to the date the City Council considers whether to approve the project. The tasks associated with this effort are described in Remy Moose Manley's ("RMM") October 17, 2019, memorandum. In addition to those tasks, the City has asked RMM to assist with certain other tasks – most notably, the preparation and adoption of an Environmental Justice Element of the General Plan. In addition, RMM's existing, approved scope of work for Phase III assumed that project approval would occur in February 2020. That schedule has shifted. Part of the reason is the AB 987 certification process, which was completed in December. In addition, the Draft EIR comment period was extended by roughly six weeks. As a result of these changes, project approval is now scheduled to occur in July 2020.

RMM requests that the City augment its Phase III scope of work to reflect expanded responsibilities and the shift in the schedule.

RMM requests that the City augment this budget by \$389,160. The following table shows how RMM arrived at this estimate.

Carrying costs associated with managing record of proceedings (January – July 2020)	\$ 91,000
Other expenses (e.g. travel) (January – July 2020)	\$ 27,000
Report from Ray Gorski (air quality specialist)	\$ 8,000
Phase III billings: January 2020 – \$ 47,160 (actual) February 2020 – \$ 48,000 (estimated) March – July 2020 – \$120,000/month (estimated)	\$ 695,160
Less existing, approved Phase III scope	(\$ 432,000)
Total Requested Augmentation – Phase III	\$ 389,160