

1 **FIFTH AMENDMENT TO CEQA FUNDING AGREEMENT NO.: 18-055**

2 **THIS FIFTH AMENDMENT TO CEQA FUNDING AGREEMENT** ("Fifth Amendment") is
3 made and entered into this 21st day of July, 2020, by and between the City of
4 Inglewood (hereinafter referred to as the "City"), a municipal corporation, One Manchester
5 Boulevard, Inglewood, California 90301; and MURPHY'S BOWL LLC, a Delaware limited liability
6 company (hereinafter referred to as the "Developer"), whose address is P.O. Box 1558,
7 Bellevue, WA 98009-1558. Initially capitalized terms not defined herein shall have the same
8 meaning as such terms are defined in the Amended and Restated Exclusive Negotiating
9 Agreement, dated as of August 15, 2017 (the "ENA"), by and among the City, the City of
10 Inglewood as Successor Agency to the Inglewood Redevelopment Agency, a public body,
11 corporate and politic, the Inglewood Parking Authority, a public body, corporate and politic,
12 and Developer, and/or defined in that certain CEQA Funding Agreement, dated as of
13 December 19, 2017 by and between the City and Developer, as amended by a First
14 Amendment to CEQA Funding Agreement, dated April 10, 2018, an Amended and Restated
15 Second Amendment to CEQA Funding Agreement, dated, November 19, 2019, a Third
16 Amendment to CEQA Funding Agreement, dated December 17, 2019, and a Fourth
17 Amendment to CEQA Funding Agreement, dated May 26, 2020, (collectively, the "CEQA
18 Funding Agreement").

19 **RECITALS**

20 **WHEREAS**, the Developer and the City entered into the CEQA Funding Agreement
21 providing for the advance of certain funds by the Developer to the City enabling the City to
22 perform certain of its obligations and duties as set forth in the ENA and required by the
23 California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000 et
24 seq. (as amended, and including any successor statutes and regulations promulgated pursuant
25 thereto)(collectively, the "CEQA Requirements"), with respect to the proposed creation and
26 development of a premier and state of the art National Basketball Association ("NBA")
27 professional basketball arena, as well as related landscaping, parking and various other
28 ancillary uses related to and compatible with the operation and promotion of a state-of-the-

1 art NBA arena (the "Development"); and

2 **WHEREAS**, pursuant to the CEQA Funding Agreement, both the Developer and City
3 acknowledged and agreed that certain of the funds would be used by the City to hire and pay
4 certain third party consultants (the "CEQA Consultants") required to assist the City in
5 performing its duties and obligations established by the ENA relative to the CEQA
6 Requirements (the "CEQA Work"); and

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

11 **WHEREAS**, the need for additional Phase II and Phase III Scope of Services arose along
12 with certain appraisal services (the "Appraisal Services") to be provided and the parties now
13 desire to enter into this Fifth Amendment to amend the CEQA Funding Agreement to provide
14 for additional funds by the Developer to the City in the amount of one million three hundred
15 and seventy-eight thousand six hundred and one dollar (\$1,378,601.00) to pay the costs of the
16 additional Phase II and Phase III Scope of Service and Appraisal Services to be provided by the
17 City's consultants. The additional Phase II and Phase III Scope of Work, and Appraisal Services,
18 both of which are more specifically detailed and described in the attached Exhibit "A," to this
19 Fifth Amendment. The above reference to Exhibit "A" is fully incorporated into this Fifth
20 Amendment.; and

21 **WHEREAS**, the Parties also desire to make certain modifications to the Amended and
22 Restated Fourth Amendment to the CEQA Funding Agreement by correcting the title of the
23 agreement to read "Fourth Amendment to the CEQA Funding Agreement" and certain portions
24 of the opening paragraph of the Amended and Restated Fourth Amendment to the CEQA to
25 the Funding Agreement to reflect the title change and to revise the opening paragraph as set
26 forth below.

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

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

ARTICLE 1 – FIFTH AMENDMENT OF THE CEQA FUNDING AGREEMENT

As contemplated in the ENA and the CEQA Funding Agreement, the Parties hereby agree that the CEQA Funding Agreement is hereby amended to provide for a fifth advance/reimbursement by the Developer to the City in accordance with the terms and conditions of this Fifth Amendment.

ARTICLE 2 – DEVELOPER REIMBURSEMENT OF FUNDS

1. The Developer agrees to fully pay the fifth advance/reimbursement of funds in the amount of one million three hundred and seventy-eight thousand six hundred and one dollar (\$1,378,601.00) representing the total aggregate amount of the Phase II and Phase III Scope of Work, and Appraisal Services as set forth in (Exhibit “A,”) (the “Fifth Advance”) within fourteen (14) business days following the approval and execution of this Fifth Amendment by the City.

2. All proceeds of the Fifth Advance shall be used exclusively by the City to pay the cost of CEQA Work and Appraisal Services as incurred by the City in accordance with the Phase II and Phase III Scope of Work, and Appraisal Services as set forth in Exhibit “A.”

ARTICLE 3 - TERM

The term of this Fifth Amendment shall be the same as the term of the CEQA Funding Agreement.

ARTICLE 4 - TERM

Rename the “Amended and Restated Fourth Amendment To CEQA Funding Agreement No.: 18-055” approved by the City on May 26, 2020, to “Fourth Amendment To CEQA Funding Agreement No.: 18-055” and change a portion of the opening paragraph of the Amended and Restated Fourth Amendment To CEQA Funding Agreement from the following: “... a Second Amendment to CEQA Funding Agreement, dated, July 23, 2019,” to read as follows: “... an Amended and Restated Second Amendment to CEQA Funding Agreement, dated, November 19, 2019.”

///
///

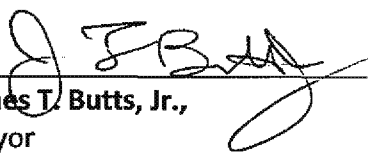
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

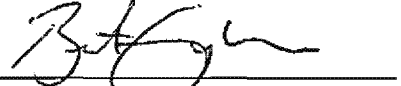
Except as changed by this Fifth Amendment, all terms and provisions of Agreement No.: 18-055, including it Amendments, and corresponding exhibits and attachments, shall remain unchanged and in full force and effect.

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

CITY OF INGLEWOOD
a municipal corporation

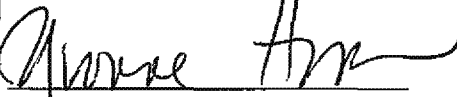
MURPHY'S BOWL LLC,
a Delaware limited liability company



James T. Butts, Jr.,
Mayor


Brandt A. Vaughan,
Manager

ATTEST:

APPROVED AS TO FORM:


Yvonne Horton,
City Clerk


Kenneth R. Campos,
City Attorney

APPROVED:

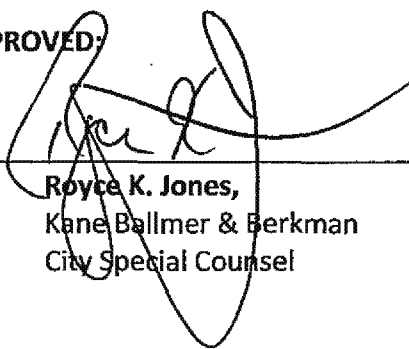
By: 
Royce K. Jones,
Kane Ballmer & Berkman
City Special Counsel

EXHIBIT A

ENVIRONMENTAL SCIENCE ASSOCIATES ADDITIONAL PHASE II SCOPE OF WORK PHASE III AUGMENTATION

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.

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).

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.

**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.

**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

Keyser Marston Associates, Inc.
Financial Peer Review Services
(Short Form Agreement No. 20-180 MSF, dated April 16, 2020)

Provide financial analysis services related to the proposed Inglewood Basketball Entertainment Center (IBEC) Clipper arena project. In addition:

- **Audit/Inspection of Records.**
 1. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by the proposed Agreement. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records.

- **Ownership of Work Product/Public Records Act.**
 1. Any interest (including copyright interests) of Consultant, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant and delivered to City at any time in connection with the Services, shall be the property of City. Documents not delivered to the City, or prepared by subconsultants or by any other party not subject to the proposed Agreement, shall remain the property of the person or entity that prepared them.

Compensation shall be a not to exceed amount of \$50,000.00. Said services shall be completed prior to July 29, 2020.

Curtis-Rosenthal, Inc.
Agreement for Appraisal Services
(Agreement Approved May 5, 2020)

Perform the necessary research, investigation, and analysis to provide written appraisal reports of each of the Potential Project Parcels in compliance with the Uniform standards of Professional Appraisal Practice (USP AP), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and Public Law 91-646 (the Uniform Act) as they pertain to real property valuations. The subject appraisal work will include 52 City-owned parcels, 13 Successor Agency -owned parcels, and 10 privately-owned parcels.

Contractor shall be compensated at a not-to-exceed amount of Two Hundred Thirty-Three Thousand Dollars (\$233,000), payable on a per appraised parcel basis.

**Norris Realty Advisor.
Agreement for Appraisal Services
(Short Form Agreement)**

Scope of Work: To be inserted.

Cost: Not to exceed \$35,000.00.