

**AGREEMENT NO.:** 18-055

**FIRST AMENDMENT TO CEQA FUNDING AGREEMENT**

**THIS FIRST AMENDMENT TO CEQA FUNDING AGREEMENT** ("First Amendment") is made and entered into this 10<sup>th</sup> day of April, 2018, by and between the City of Inglewood (hereinafter referred to as the "City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and MURPHY'S BOWL LLC, a Delaware limited liability company (hereinafter referred to as the "Developer"), whose address is P.O. Box 1558, Bellevue, WA 98009-1558. Initially capitalized terms not defined herein shall have the same meaning as such terms are defined in the Amended and Restated Exclusive Negotiating Agreement, dated as of August 15, 2017 (the "ENA"), by and among the City, the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency, a public body, corporate and politic, the Inglewood Parking Authority, a public body, corporate and politic, and Developer, and/or that certain CEQA Funding Agreement, dated as of December 19, 2017 by and between the City and Developer (the "CEQA Funding Agreement").

**RECITALS**

**WHEREAS**, the Developer and the City entered into the CEQA Funding Agreement to advance certain funding to the City to perform its obligations and duties as set forth in the ENA and required by the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000 et seq. (as amended, and including any successor statutes and regulations promulgated pursuant thereto)(collectively, the CEQA Requirements"), with respect to the proposed creation and development of a premier and state of the art National Basketball Association

("NBA") professional basketball arena, as well as related landscaping, parking and various other ancillary uses related to and compatible with the operation and promotion of a state-of-the-art NBA arena (the "Development");

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

**WHEREAS**, the Developer advanced funds pursuant to the CEQA Funding Agreement to pay for the Phase 1 Scope of Services to be performed by the CEQA Consultants which are specifically delineated and described in the CEQA Funding Agreement;

**WHEREAS**, the Phase 1 Scope of Services has been completed by the CEQA Consultants, and the parties now desire to enter into this First Amendment to amend the CEQA Funding Agreement to provide for an additional advance of funds by the Developer to the City in the amount of Two Million Five Hundred Eighty-Two Thousand Seven Hundred Thirty-Three Dollars and Ten Cents (\$2,582,733.10)(the "Second Advance") to pay for the costs of the Phase 2 Scope of Services to be performed by the CEQA Consultants in accordance with the Phase 2 Scope of Work as more specifically detailed and described in Exhibits A-1 and A-2 to this First Amendment, and the Phase 2 Budget as more specifically detailed and described in Exhibits B-1 and B-2 to this First Amendment, which Exhibits, by this reference, are fully incorporated into this First Amendment.

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

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

1. 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 the advance funding of the Second Advance by the Developer in accordance with the terms and conditions of this First Amendment.

**ARTICLE 2 – DEVELOPER SECOND ADVANCE OF FUNDS**

1. The Developer agrees to fully advance the Second Advance in the amount of Two Million Five Hundred Eighty-Two Thousand Seven Hundred Thirty-Three Dollars and Ten Cents (\$2,582,733.10) representing the aggregate amount of the two Phase 2 Budgets set forth in Exhibits B-1 and B-2 for the Phase 2 Scopes of Work as identified in Exhibits A-1 and A-2, within fourteen (14) business days following the approval and execution of this First Amendment by the Parties;

2. All Second Advance funds shall be used exclusively by the City to pay the cost of the CEQA Work as incurred by the City in accordance with the approved Phase 2 Budgets (the "CEQA Costs").

**ARTICLE 3 – CITY TIMELY PAYMENT OF CEQA COSTS**

1. City payment of the CEQA Costs to the CEQA Consultants shall be based upon written invoices delivered to the City by the CEQA Consultants and shall be timely paid so as to not cause a disruption of the performance of the CEQA Work by the CEQA Consultants.

#### **ARTICLE 4 – REPORTING**

1. At the written request of the Developer, the City shall provide reasonably detailed invoices for the CEQA Costs incurred in connection with the CEQA Work and in compliance with the Phase 2 Budget not more frequently than once a month (or such alternative period of time as mutually agreed upon by the Parties), which shall be addressed to Developer's project manager: Wilson Meany, 6701 Center Drive, Suite 950, Los Angeles, CA 90045, Attn: Chris Holmquist, Director of Infrastructure.

#### **ARTICLE 5 – TERM**

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

#### **ARTICLE 6 – TERMINATION OF AGREEMENT**

1. This First Amendment shall be subject to the same termination provisions of the CEQA Funding Agreement.

2. In the event of a termination, the City shall be required to pay all outstanding CEQA Consultant invoices up to the point of such termination date from any remaining and unspent proceeds of the Second Advance with any excess funds returned to the Developer within thirty (30) days following the termination date of the CEQA Funding Agreement.

#### **ARTICLE 7 – CHANGES, AMENDMENTS, AND MODIFICATIONS**

1. Except as modified by this First Amendment, no change, amendment, or modification to the CEQA Funding Agreement and/or this First Amendment shall be effective unless in writing and signed by the Parties hereto.

2. However, as needed during the term of the Agreement and as described above, the City may propose amendments to this First Amendment, which shall be subject to the prior written approval of the Developer, which approval shall not be unreasonably withheld, conditioned or delayed.

Moreover, and notwithstanding anything to the contrary in the CEQA Funding Agreement or this First Agreement, the Parties hereby acknowledge that neither a final budget for the CEQA Work nor a "Final Budget" under the separate Consultant Funding Agreement has been determined by the Parties as of the time of this Agreement, and due to the integral nature of such budgeting and services as part of the City's ENA implementing obligations, the Parties hereby agree that once a final budget for CEQA Work and Final Budget for the Consulting Implementation Services has been reasonably determined and agreed to by the Parties, the CEQA Funding Agreement, as amended by this First Amendment may be amended as reasonably necessary to provide for the advance of the additional funds from the Developer to perform the additional CEQA Work, mutually agreed upon by the Developer and the City.

#### **ARTICLE 8 – EFFECT OF CEQA FUNDING AGREEMENT**

Except as specifically modified by the terms and conditions of this First Amendment, all terms and conditions of the CEQA Funding Agreement shall remain binding on the Parties and in full force and effect.

#### **ARTICLE 9 – ENTIRE AGREEMENT**

This Agreement, including Exhibit A-1 and A-2, and Exhibit B-1 and B-2, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and with the specific exception of the CEQA Funding

Agreement, supersedes all other agreements or understandings pertaining thereto, whether oral or written, entered into between the Developer and the City prior to the execution of this First Amendment. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives. The Parties expressly agree that this First Amendment satisfies the timing and process contemplated in ENA Section 3(a).

#### **ARTICLE 10 – GOVERNING LAW; VENUE**

This First Amendment shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

#### **ARTICLE 11 – MISCELLANEOUS**

The Parties waive any benefits from the principle of *contra proferentem* and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this First Amendment, or of any particular provision or provisions, and no part of this First Amendment shall be construed against any party on the basis that the particular Party is the drafter of any part of this First Amendment.

This First Amendment may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts,

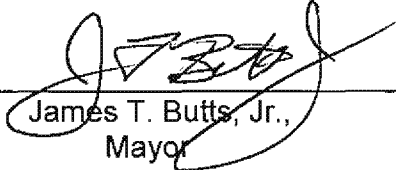
shall constitute one agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this First Amendment or any provision hereof.

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

**CITY OF INGLEWOOD**  
a municipal corporation

By: \_\_\_\_\_

  
James T. Butts, Jr.,  
Mayor

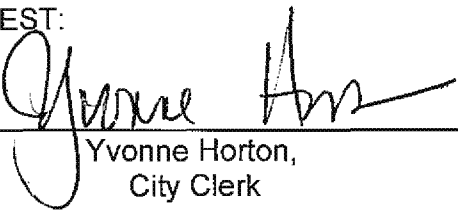
**MURPHY'S BOWL LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

  
Brandt A. Vaughan  
Its: Manager

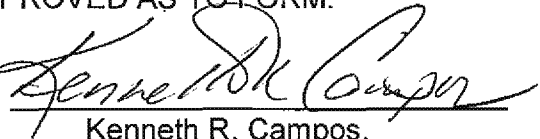
ATTEST:

By: \_\_\_\_\_

  
Yvonne Horton,  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

  
Kenneth R. Campos,  
City Attorney

APPROVED:

By: \_\_\_\_\_

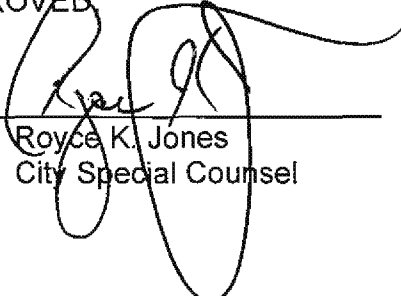
  
Royce K. Jones  
City Special Counsel

EXHIBIT A-1  
ESA PHASE 2 SCOPE OF WORK  
[Behind this Page]





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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 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.

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

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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. ESA 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 ESA 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 §§ 21180-21189.3) 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 19, 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 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,

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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. 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

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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     |
| • <i>Criteria Pollutants</i>         | • Hydrology and Water Quality         |
| • <i>Health Risks</i>                | • Land Use and Planning               |
| • <i>Air Quality Mitigation Plan</i> | • Noise and Vibration                 |
| • Biological Resources               | • Paleontological Resources           |
| • Cultural Resources                 | • Population, Employment, and Housing |
| • <i>Archaeology</i>                 | • Public Services                     |
| • <i>Historic Structures</i>         | • <i>Police Protection</i>            |
| • Energy Demand and Conservation     | • <i>Fire Protection</i>              |
| • Greenhouse Gas (GHG) Emissions     | • <i>Parks and Recreation</i>         |

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- 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 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 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.

##### **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 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 8 for a full description of the Administrative Record and Recordkeeping processes.

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*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 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.

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### **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 8, Phase 3 tasks are anticipated to the following tasks.

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

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

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

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

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

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

#### *Task 11: 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 dates 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 \$2,228,032, including \$1,038,220 allocated for Fehr & Peers; \$40,000 for Lighting Design Alliance; \$19,995 for Todd Groundwater; a \$10,000 contingency budget for Raju Associates; and \$40,579 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.

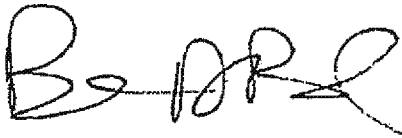
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Other factors that could affect the overall level of effort and cost of the EIR process could include, but are not limited to:

- 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; 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 black ink, appearing to read "B. Boxer", with a stylized flourish at the end.

Brian D. Boxer, AICP  
Senior Vice President  
Project Director



EXHIBIT A-2  
TRIFILETTI PHASE 2 SCOPE OF WORK  
[Behind this Page]

Trifiletti Consulting, Inc.  
1541 Wilshire Boulevard, Ste 560  
Los Angeles, CA 90017  
213 315-2121  
[www.trifiletticonsulting.com](http://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 dEIResigners, 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 (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 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:



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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 a reasonable range of 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



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- 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
<b>Phase 2</b>								
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
<b>Total Hours</b>		<b>702</b>	<b>0</b>	<b>0</b>	<b>624</b>	<b>390</b>	<b>78</b>	<b>1794</b>
<b>Task 1 Total Cost</b>		<b>\$ 220,533.30</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 83,553.60</b>	<b>\$ 44,187.00</b>	<b>\$ 6,427.20</b>	<b>\$ 354,701.10</b>

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

EXHIBIT B-1  
ESA PHASE 2 BUDGET  
[Behind this Page]

**Exhibit B-1**  
**ESA**  
**Phase 2 Scope of Work Budget**

Phase 2 Budget: \$2,228,032

EXHIBIT B-2  
TRIFILETTI PHASE 2 BUDGET  
[Behind this Page]



**Exhibit B-2**  
**Trifiletti**  
**Phase 2 Scope of Work Budget**

Phase 2 Budget: \$354,701.10