



# CITY OF INGLEWOOD

## OFFICE OF THE CITY MANAGER



**DATE:** December 17, 2019

**TO:** Mayor and Council Members

**FROM:** Economic and Community Development Department

**SUBJECT:** Third Amendment to CEQA Funding Agreement No. 18-055 with Murphy's Bowl LLC, to Fund the Costs of certain Legal Activities and Services Required or Contemplated by that certain Amended and Restated Exclusive Negotiating Agreement (ENA) to be Performed by certain Third Party Legal Consultants 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

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### RECOMMENDATION:

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

- 1) Approve the Third Amendment to CEQA Funding Agreement No. 18-055 with Murphy's Bowl LLC to include an additional \$1,616,958.60 to cover certain City costs and activities associated with the Phase III Scope of Services provided by third party consultants necessary to provide certain environmental and legal services on behalf of the City as required and/or contemplated by the ENA based on the following:
  - a. Fourth Amendment to Agreement No. 18-056, with ESA (Environmental Science Associates) to include an additional \$1,004,952.00, for Phase III scope and cost;
  - b. Second Amendment to Agreement No. 18-057, with Trifiletti Consulting Inc. to include an additional \$130,006.60, for Phase III scope and cost;
  - c. Third Amendment to Agreement No. 18-058, 2019, with RMM (Remy Moose Manley LLP) to include an additional \$432,000.00 for Phase III scope and cost;
  - d. First Amendment to Agreement No. 20-049, Gordon Anderson to include an additional \$50,000.00, to continue to provide project management services which includes Phase III; and
- 2) Adopt a resolution amending the Fiscal Year 2019-2020 Budget.

**BACKGROUND:**

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

On December 19, 2017, the City Council approved CEQA Funding Agreement No. 18-055 (Murphy's Bowl LLC), Professional Services Agreement No. 18-056 (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 a First Amendment to CEQA Funding Agreement No. 18-055 and Professional Services Agreement 18-056 with ESA and 18-058 with Remy to increase the total cost of their respective consultant agreements in order to fund Phase II of the environmental implementation consultant work.

On July 23, 2019, the City Council approved a Second Amendment to CEQA Funding Agreement No. 18-055 and Professional Services Agreement 18-056 with ESA to increase the total cost of the agreements for additional costs related to Phase II of the environmental implementation consultant work; however, while the ESA agreement was executed, the Second Amendment to CEQA Funding agreement was not executed by Murphy's Bowl LLC.

On November 19, 2019, the City Council approved an Amended and Restated Second Amendment to CEQA Funding Agreement No. 18-055; along with a Third Amendment to Agreement No. 18-056 (ESA), Second Amendment to Agreement No. 18-058 (RMM), and a Professional Services Agreement No. 20-049 with Gordon Anderson to initially fund and/or increase the total costs of their respective consultant agreements related to the additional costs of the Phase II environmental implementation work. In addition to the above consultant agreements, the Amended and Restated Second Amendment to Funding Agreement No. 18-055 also provided funding for the Amy Herman (ALH) and Stone Planning short form agreements previously approved by the City.

**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.

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

As indicated above, on November 19, 2019, City Council approved an Amended and Restated Second Amendment to the CEQA Funding Agreement to cover certain additional consultant costs associated with the Phase II work. The draft Project EIR is ready to proceed to Phase III

environmental impact analysis process. The Third Amendment to the CEQA Funding is for Phase III work to be performed by the following consultants: ESA and its subconsultants (\$1,004,952.00); Remy Moose Manley (\$432,000); Trifiletti Consulting Inc. (\$130,006.60); and Gordon Anderson (\$50,000). The proposed Third Amendment to CEQA Funding Agreement No. 18-055 shall provide for a total additional increase to the CEQA Funding Agreement (18-055) of \$1,616,958.60. (see Murphy's Bowl CEQA Funding Agreement Analysis)

**Murphy's Bowl CEQA Funding Agreement Analysis**

CONSULTANT	CEQA Funding Agreement (No. 18-055) December 19, 2017	First Amendment to CEQA Funding Agreement (No. 18-055) April 10, 2018	Second Amended and Restated CEQA Funding Agreement (No. 18-055) November 19, 2019	Proposed Third Amendment to CEQA Funding Agreement (No. 18-055) Phase III December __, 2019
ESA*	\$188,418.00	\$2,228,032.00	\$2,061,466.00	\$1,004,952.00
RMM*	\$325,000.00		\$577,000.00	\$432,000.00
Trifiletti*	\$75,000.00	\$354,701.10	\$0.00	\$130,006.60
Anderson*			\$100,000.00	\$50,000.00
ALH*			\$18,700.00	\$0.00
Stone*			\$47,074.73	\$0.00
<b>TOTAL</b>	<b>\$588,418.00</b>	<b>\$2,582,733.10</b>	<b>\$2,804,240.73</b>	<b>\$1,616,958.60</b>

\*Includes reimbursables

**FINANCIAL/FUNDING ISSUES AND SOURCES:**

Based upon approval of the Third Amendment to CEQA Funding Agreement and adoption of the resolution amending the Fiscal Year 2019-2020 budget for \$1,616,958.60; Murphy's Bowl LLC will deliver funds in the amount of \$1,616,958.60 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:** YD

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: Third Amendment to Funding Agreement No. 18-055, Murphy's Bowl LLC
- Attachment 2: Fourth Amendment to Agreement No. 18-056, ESA
- Attachment 3: Second Amendment to Agreement No. 18-057, Trifiletti Consulting Inc.
- Attachment 4: Third Amendment to Agreement No. 18-058, RMM
- Attachment 5: First Amendment to Agreement No. 20-049, Gordon Anderson
- Attachment 6: Resolution for Budget Amendment, FY 2019-2020

**APPROVAL VERIFICATION SHEET**

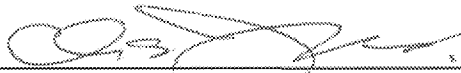
**PREPARED BY:**

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


**COUNCIL PRESENTER:**

Mindy Wilcox, AICP, Planning Manager

**DEPARTMENT HEAD APPROVAL:**

  
\_\_\_\_\_  
Christopher E. Jackson, Sr., ECD Director

**CITY MANAGER APPROVAL:**

  
\_\_\_\_\_  
Artie Fields, City Manager

AGREEMENT NO.: \_\_\_\_\_

**THIRD AMENDMENT TO CEQA FUNDING AGREEMENT**

**THIS THIRD AMENDMENT TO CEQA FUNDING AGREEMENT** ("Third Amendment") is made and entered into this \_\_\_\_ day of December, 2019, 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 defined in that certain CEQA Funding Agreement, dated as of December 19, 2017 by and between the City and Developer, as amended by a First Amendment to CEQA Funding Agreement, dated April 10, 2018 and Second Amended and Restated Second Amendment to CEQA Funding Agreement dated as November 19, 2019.

**RECITALS**

**WHEREAS**, the Developer and the City entered into the CEQA Funding Agreement providing for the advance of certain funds by the Developer to the City enabling the City to perform certain of 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 has previously advanced funds pursuant to the CEQA Funding Agreement to specifically pay for certain Phase I and Phase II and Additional Phase II Scope of Services performed by certain CEQA Consultants that are specifically delineated and described in the CEQA Funding Agreement;

**WHEREAS**, the need for the Phase III Scope of Services of the CEQA Work is now necessary; pursuant to which, the City and Developer desire to enter into this proposed Third Amendment to CEQA Funding Agreement to amend the CEQA Funding Agreement to provide funding to pay for the PHASE III Scope of Services for the CEQA Work.

**WHEREAS**, the Phase III Scope of Services are more specifically detailed and described in the attached Exhibits A-1, A-2, A-3 and A-4 to this Third Amendment. Related to the Phase III Scope of Services is the Phase III Budget which is also

attached hereto and more specifically detailed and described in Exhibits B-1, B-2, B-3 and Exhibit B-4 of this Third Amendment. Reference to each of the aforementioned Exhibits are fully incorporated into this Third 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 – THIRD 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 the Third Advance by the Developer to the City in accordance with the terms and conditions of this Third Amendment.

#### **ARTICLE 2 – DEVELOPER THIRD ADVANCE OF FUNDS**

1. The Developer agrees to fully pay the Third Advance in the amount of One Million Six Hundred Sixteen Thousand Nine Hundred Fifty-Eight Dollars and Sixty Cents (\$1,616,958.60) representing the total aggregate amount of the three (3) Phase III Budgets as set forth in Exhibits B-1, B-2, B-3 and B-4 for the Phase III Scopes of Services as described in Exhibits A-1, A-2, A-3 and A-4 within fourteen (14) business days following the approval and execution of this Third Amendment by the Parties;

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



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

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.

### **ARTICLE 4 – REPORTING**

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 III Budgets 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 Third Amendment shall be the same as the term of the CEQA Funding Agreement.

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

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

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

3. Moreover, and notwithstanding anything to the contrary in the CEQA Funding Agreement or this Third Amendment, 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 Third Amendment, 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 Third Amendment, may be further amended as reasonably necessary to provide for the advance of the additional funds from the Developer to the City for it to perform any other 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 Third 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 Third Amendment, including Exhibits A-1, A-2, A-3 and A-4 and Exhibits B-1, B-2, B-3 and B-4 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 Third 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 Third Amendment satisfies the timing and process contemplated in ENA Section 3(a).

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

This Third 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

1. 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 Third Amendment, or of any particular provision or provisions, and no part of this Third Amendment shall be construed against any party on the basis that the particular Party is the drafter of any part of this Third Amendment.

2. This Third 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.

3. 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 Third Amendment or any provision hereof.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Third 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

By: \_\_\_\_\_  
James T. Butts, Jr.,  
Mayor

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  
Kane Ballmer & Berkman  
City Special Counsel

EXHIBIT A-1  
ENVIRONMENTAL SCIENCE ASSOCIATES  
PHASE III SCOPE OF WORK  
[Behind this Page]

EXHIBIT A-2  
REMY MOOSE MANLEY  
PHASE III SCOPE OF WORK  
[Behind this Page]

EXHIBIT A-3  
TRIFILETTI  
PHASE III SCOPE OF WORK

[Behind this Page]



EXHIBIT A-4  
GORDAN ANDERSON  
PHASE III SCOPE OF WORK  
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EXHIBIT B-1  
ENVIRONMENTAL SCIENCE ASSOCIATES  
PHASE III BUDGET  
[Behind this Page]

EXHIBIT B-2  
REMY MOOSE MANLEY  
PHASE III BUDGET  
[Behind this Page]

EXHIBIT B-3  
TRIFILETTI CONSULTING GROUP  
PHASE III BUDGET  
[Behind this Page]

EXHIBIT B-4  
GORDON ANDERSON  
PHASE III BUDGET  
[Behind this Page]

AGREEMENT NO.: \_\_\_\_\_

**THIRD AMENDMENT TO CEQA FUNDING AGREEMENT**

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**RECITALS**

**WHEREAS**, the Developer and the City entered into the CEQA Funding Agreement providing for the advance of certain funds by the Developer to the City enabling the City to perform certain of 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 has previously advanced funds pursuant to the CEQA Funding Agreement to specifically pay for certain Phase I and Phase II and Additional Phase II Scope of Services performed by certain CEQA Consultants that are specifically delineated and described in the CEQA Funding Agreement;

**WHEREAS**, the need for the Phase III Scope of Services of the CEQA Work is now necessary; pursuant to which, the City and Developer desire to enter into this proposed Third Amendment to CEQA Funding Agreement to amend the CEQA Funding Agreement to provide funding to pay for the PHASE III Scope of Services for the CEQA Work.

**WHEREAS**, the Phase III Scope of Services are more specifically detailed and described in the attached Exhibits A-1, A-2, A-3 and A-4 to this Third Amendment. Related to the Phase III Scope of Services is the Phase III Budget which is also

attached hereto and more specifically detailed and described in Exhibits B-1, B-2, B-3 and Exhibit B-4 of this Third Amendment. Reference to each of the aforementioned Exhibits are fully incorporated into this Third 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 – THIRD 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 the third advance of funds ("Third Advance") by the Developer to the City in accordance with the terms and conditions of this Third Amendment.

#### **ARTICLE 2 – DEVELOPER THIRD ADVANCE OF FUNDS**

1. The Developer agrees to fully pay the Third Advance in the amount of One Million Six Hundred Sixteen Thousand Nine Hundred Fifty-Eight Dollars and Sixty Cents (\$1,616,958.60) representing the total aggregate amount of the four (4) Phase III Budgets as set forth in Exhibits B-1, B-2, B-3 and B-4 for the Phase III Scopes of Services as described in Exhibits A-1, A-2, A-3 and A-4 within fourteen (14) business days following the approval and execution of this Third Amendment by the Parties;

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



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

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.

### **ARTICLE 4 – REPORTING**

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 III Budgets 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 Third Amendment shall be the same as the term of the CEQA Funding Agreement.

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

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

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

3. Moreover, and notwithstanding anything to the contrary in the CEQA Funding Agreement or this Third Amendment, 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 Third Amendment, 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 Third Amendment, may be further amended as reasonably necessary to provide for the advance of the additional funds from the Developer to the City for it to perform any other 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 Third 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 Third Amendment, including Exhibits A-1, A-2, A-3 and A-4 and Exhibits B-1, B-2, B-3 and B-4 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 Third 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 Third Amendment satisfies the timing and process contemplated in ENA Section 3(a).

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

This Third 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

1. 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 Third Amendment, or of any particular provision or provisions, and no part of this Third Amendment shall be construed against any party on the basis that the particular Party is the drafter of any part of this Third Amendment.

2. This Third 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.

3. 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 Third Amendment or any provision hereof.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Third 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

By: \_\_\_\_\_  
James T. Butts, Jr.,  
Mayor

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  
Kane Ballmer & Berkman  
City Special Counsel

EXHIBIT A-1  
ENVIRONMENTAL SCIENCE ASSOCIATES  
PHASE III SCOPE OF WORK  
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**EXHIBIT A-1**  
**ENVIRONMENTAL SCIENCE ASSOCIATES**

**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.

*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 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)

#### *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

EXHIBIT A-2  
REMY MOOSE MANLEY  
PHASE III SCOPE OF WORK

[Behind this Page]

**EXHIBIT A-2  
REMY MOOSE MANLEY**

**Proposed Scope of Work – Phase III**

The following budget covers the next phase of work, for the period from November 2019 through the date of City consideration of project (estimated February 2020). Anticipated tasks include:

- Review comments received on Draft EIR and assist City staff and consultants with assigning responsibility for preparing responses to comments
- Prepare draft responses for comments focusing on legal adequacy
- Review administrative draft responses to comments for legal adequacy
- Review administrative draft of Final EIR and related documents (e.g., Mitigation Monitoring and Reporting Program)
- Participate in meetings and phone calls with City staff and consultants to review administrative drafts
- Prepare draft CEQA findings, and assemble supporting information, for decision-makers' consideration
- Assist with and review staff reports and presentations prepared by City staff and consultants
- Participate in public hearings, and provide legal guidance at such hearings
- Assist with coordination and consultation with other agencies and stakeholders
- Consult and collaborate with City staff, consultants and applicant team with respect to legal issues as they arise
- Assist with preparation of resolutions and other approval documents for consideration by City decision-makers
- Continue to review, organize and index documents for inclusion in the record of proceedings database
- Work with IT subconsultant, City staff and consultants with respect to maintaining and updating record of proceedings

EXHIBIT A-3  
TRIFILETTI CONSULTING INC.  
PHASE III SCOPE OF WORK

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**EXHIBIT A-3  
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, Trifletti 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.



EXHIBIT A-4  
GORDON ANDERSON  
PHASE III SCOPE OF WORK

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**EXHIBIT A-4  
GORDON ANDERSON**

**Continuation of Scope of Services, expanded to include Phase III and Entitlement Process:**

- Representing the City of Inglewood, coordinate with and facilitate the efforts of various consultants, attorneys, City staff and Clipper project team principal(s) to ensure continued processing of the environmental impact assessment Phase II and Phase III and entitlement process related to the proposed new Clipper Area. This may include, but not limited to, attendance at various meetings (for example: internal project team meetings and related meetings with City staff, Planning Commission, City Council and community meetings as determined), reviewing related documents, working directly with City staff on adequacy of various documents and reports and assistance in scheduling of Planning Commission and City Council meetings.
- Attend City Council meetings when necessary and meet with the Mayor and/or City Council members as requested.
- Maintain direct communication with the Clipper project team principal contact.
- Provide City Manager regular updates related to project activities.
- Provide facilitation and coordination services on any other aspects of the proposed project as determined by City Manager and Clipper project team principal contact.

EXHIBIT B-1  
ENVIRONMENTAL SCIENCE ASSOCIATES  
PHASE III BUDGET

[Behind this Page]

**EXHIBIT B-1  
ENVIRONMENTAL SCIENCE ASSOCIATES**

**Cost Estimate**

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

EXHIBIT B-2  
REMY MOOSE MANLEY  
PHASE III BUDGET

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**EXHIBIT B-2  
REMY MOOSE MANLEY**

In the following table, the budget is broken down by month, rather than by task, to reflect the anticipated amount of work to be performed on these tasks. The budget assumes the comment period on the Draft EIR will conclude in early December 2019.

Month	Estimated Budget *
November 2019	\$27,000
December 2019	\$135,000
January 2020	\$135,000
February 2020	\$135,000
Total	\$432,000

\* The budget includes estimated expenses for each month. Estimated expenses are \$12,000/month for database management, and an average of \$3,000/month for travel- related expenses commencing in December 2019.

EXHIBIT B-3  
TRIFILETTI CONSULTING INC.  
PHASE III BUDGET  
[Behind this Page]

**EXHIBIT B-3**  
**TRIFILETTI CONSULTING INC.**

**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 B-4  
GORDON ANDERSON  
PHASE III SCOPE OF WORK BUDGET

[Behind this Page]

**EXHIBIT B-4  
GORDON ANDERSON**

**Compensation:**

The additional compensation shall be \$50,000, for services included in Phase III shall be completed prior to July 29, 2020, which includes:

- (1) \$300.00/hour for the scope of services described above; and,
- (2) Reimbursement for any reasonable out-of-pocket and/or travel expenses if required to travel outside the greater Los Angeles area as determined in advance by City Manager and Clipper project team principal contact.

THIS FOURTH AMENDMENT TO AGREEMENT NO.: 18-056 ("Fourth Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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**, the City and the Consultant now wish to enter into this Fourth Amendment to Agreement No.:18-056 for Phase III work and to increase the Consultant's Compensation with respect thereto; and

WHEREAS, the Consultant desires to provide the City with such additional Phase III environmental services as the City desires and it is ready, willing, able, qualified and

1 experienced to provide such additional services and representation pursuant to this proposed  
2 Fourth Amendment.

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

5 **SECTION: 1.**

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

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

9 1.1 Scope of Services. Consultant shall provide all labor, tools, materials,  
10 equipment, supplies and transportation necessary to perform the required services as  
11 specified in the Consultant's proposal dated:

12 1.1.1 Phase I – December 4, 2017, Project Management, Meetings, Scoping  
13 and Notice of Preparation marked as Exhibit "A;" and

14 1.1.2 Phase II – April 5, 2018, Draft EIR marked as Exhibit "B;" and

15 1.1.3 Phase II Expanded – A three-page letter dated June 19, 2019, marked as  
16 Exhibit "C."

17 1.1.4 Phase II Augment – A three-page letter dated October 15, 2019, marked  
18 as Exhibit "D."

19 1.1.5 Phase III – A five-page letter, dated October 16, 2019, marked as Exhibit  
20 "E."

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

23 **SECTION: 2.**

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

26 **ARTICLE 3 - COMPENSATION**

27 The Consultant, pursuant to Agreement No.: 18-056, as amended, shall be paid a not-  
28 to-exceed amount of five million four hundred and eighty-two thousand eight hundred and

sixty-eight dollars (\$5,482,868). The total not-to-exceed amount to date for Agreement No.: 18-056, as amended, is:

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
Grand Total	\$5,482,868

**SECTION: 3.**

Except as changed by this Fourth Amendment and all previous amendments (the "Amendments"), all terms and provisions of Agreement No.: 18-056, its Amendments, exhibits and attachments, shall remain unchanged and in full force and effect.

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

**CITY OF INGLEWOOD**

**ENVIRONMENTAL SCIENCE  
ASSOCIATES**

\_\_\_\_\_  
**James T. Butts, Jr.,**  
Mayor

\_\_\_\_\_  
**Brian D. Boxer**  
Senior Vice President

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Yvonne Horton,**  
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 Avila) 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 515082(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 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.

#### **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 footprints;
- 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 NOP, 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 + 1 copy-ready of Draft EIR and Appendices + electronic + web-ready electronic for City to distribute) (15 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 §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 received 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 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:

- All 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)



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April 5, 2013

Windy Wilcox, AICP, Planning Manager  
City of Inglewood, Planning Division  
One West Manchester Boulevard, 4th Floor  
Inglewood, CA 90501

Subject: Phase 2 Scope of Work for the Proposed Inglewood Basketball and Entertainment Center EIR  
[ESA D172226.00]

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 22, 2013, reflects the City's independent judgment, and achieves the proposed schedule. For purposes of this scope of work and related budget estimates, 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 15,000-seat multi-purpose arena that meets NBA standards, with capacity of 12,500 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



Ms. Wilcox Wilcox  
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have augmented our team with Fehr & Peers, transportation consultants, with whom we have partnered on several other NSA 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 estimates 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 project. 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 §§ 21120-21123.3) 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 § 14001, 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 score will be developed at the end of the Draft EIR public comment period.

The range 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 of Consultant 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

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Ms. Alicia Wilson  
April 2, 2014  
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 state 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 SCAQ 2015 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 these thresholds before moving forward with the Administrative Draft EIR impact analysis.

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>         |

100 W. 100th Street  
 April 3, 2019  
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- Public Utilities and Service Systems
  - Water Supply
  - Wastewater Generation and Treatment
  - Storm Drainage Collection and Treatment
  - Solid Waste Demand
- Transportation and Circulation
- Tribal Cultural Resources
- Other CEQA-Mandated Sections
  - Cumulative Impacts
  - Unavoidable Significant Impacts
- Alternatives

#### *Task 8: Prepare Draft Environmental Impact Report*

##### **8.1: 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.

##### **8.2: 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 10 CDs of the entire document (as preferred by the State Clearinghouse) and an NDC 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 PEC §§ 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 9 for a full description of the Administrative Record and Recordkeeping processes.

## *Table 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 §§ 21150-21182.3, or equivalent special legislation, ESA will work with the City to implement a system of posting of public comments within 30 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.

## *Table 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.

ESA

Ka. Wilson Wilcox  
April 1, 2016  
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 defined 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 8: 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: Assembly-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 \$1,228,552, including \$1,039,320 allocated for Fees & Fees; \$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.



ESA

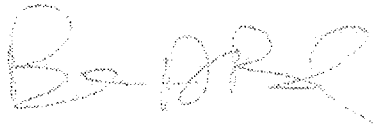
Mr. Vincent Valente  
April 6, 2010  
Page 2

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

- \* Requirements for consultation pursuant to the requirements of PRC §§ 11130-11130.3, 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.

We are excited about the opportunity to work with the City of Agoura 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,



Brian D. Baker, AICP  
Senior Vice President  
Project Director



CITY OF INGLEWOOD

1000 West Manchester Boulevard

Inglewood, CA 90301

628 Wilshire Boulevard  
Suite 1100  
Los Angeles, CA 90017  
213.589.4300 (phone)  
213.589.4301 (fax)

## Exhibit C

City of Inglewood

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

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.

*Cost Estimate*

The cost estimate for this requested contract amendment is \$1,229,430, including \$402,310 allocated for Fehr & Peers; \$8,000 for Todd Groundwater; and \$38,950 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

825 Wilshire Boulevard  
Suite 1100  
Los Angeles, CA 90017  
213.508.4300 (phone)  
213.508.4301 (fax)

October 15, 2019

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 (IBEC) 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 IBEC 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.esassgc.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.

*Confidential – Attorney/Client Privileged*  
*Subject to Revision*



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 black ink, appearing to read 'B. Boxer'.

Brian D. Boxer, AICP  
Senior Vice President  
Project Director

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

Christina Erwin  
Program Manager  
Project Manager

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

2            **THIS SECOND AMENDMENT TO AGREEMENT NO. 18-057** ("Second  
3 Amendment") is made and entered into this \_\_\_\_\_ day of December, 2019, by and  
4 between the City of Inglewood, a municipal corporation and charter city ("City") and  
5 Trifiletti 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 for Consultant to provide City with an experienced environmental consultant to  
9 assist the City in project management, strategic environmental consulting and  
10 coordination services for the proposed development of a premier, state-of-the-art  
11 National Basketball Association (NBA) 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 consulting and coordination services for  
18 the proposed professional basketball arena; (ii) increase the scope of services related  
19 to the Phase II services; and (iii) increase the compensation related to the increased  
20 Phase II services; and

21            **WHEREAS**, the City and the Consultant desire to adopt this Second Amendment  
22 for the purposes of further expanding the Consultant's Scope of Services, increasing its  
23 compensation with respect thereto, and increasing the term of Agreement No. **18-057** so  
24 that the Consultant can provide the Phase III services.

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

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

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

2           1.1     Scope of Services. Consultant shall provide all labor, tools, materials,  
3 equipment, supplies and transportation necessary to perform the required services as  
4 specified in Consultant's proposal dated:

5           1.11. Phase I – December 6, 2017, Identify Project Components and Work  
6 Plan (Exhibit "A"); and

7           1.12. Phase II - March 30, 2018, Project Management and Agency  
8 Coordination, Refinement of Project Components and develop Project Description; Peer  
9 Review; and Preparation of Administrative Draft EIR (Exhibit "B")."

10          1.13. Phase III – A three-page letter identified as Exhibit "C". Exhibits "A," "B,"  
11 and "C," are incorporated herein by this reference as if set forth in full.

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

14                                   **"ARTICLE 3 - COMPENSATION**

15          3.1     Compensation. Consultant shall be paid a not-to-exceed compensation of  
16 up to five hundred fifty-nine thousand seven hundred and seven dollars and seventy  
17 cents (**\$559,707.70**):

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

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

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

23   at the hourly rates of:

24 <b>STAFF</b>	<b>HOURLY RATE</b>
25           Principal	\$314.15
26           Project Manager	\$236.90
27           Environmental Specialist	\$180.00
28           Planning Coordinator	\$133.90

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Project Management, Environmental Clearance, and  
Interagency Coordination Services

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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.

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#### **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.

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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 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. 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

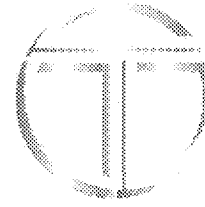
Task Name/Description	Total Cost
Phase 1: Project Initiation, Definition, and Scoping. Includes meetings to determine the appropriate form and structure of the CEQA document, potential qualification of the project as an Environmental Leadership Development Project (pursuant to Public Resources Code §21180-21189.3) 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.	
• <b>Phase 2: Draft EIR.</b> 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
<b>Phase 3: Final EIR and Project Approvals.</b> 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
<b>Total Cost</b>	<b>\$ 225,000</b>

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.



Trifiletti Consulting, Inc.  
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### **Project Management, Environmental Clearance, and Interagency Coordination Services**

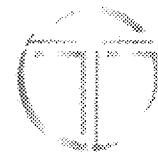
Trifiletti Consulting will perform professional services on behalf of the City of Inglewood (City) to provide project management, strategic environmental consulting and coordination services for the Inglewood Basketball and Entertainment Center, on behalf of the City's Economic and Community Development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

#### **Firm Profile**

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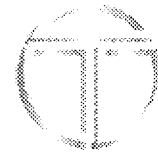


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Trifiletti Consulting is currently assisting the City of Inglewood to prepare a comprehensive and sustainable mobility plan to identify policy recommendations, infrastructure improvements and the program requirements necessary to move people across 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.

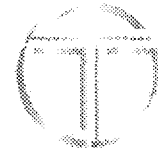
**Phase 1 Services: (previously authorized and not included in this scope)**

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.

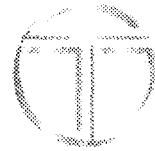
Trifiletti Consulting will manage the coordination of the existing conditions data, including traffic counts, intersection lane configuration, traffic control devices and associated operational information, transit routes, and bicycle/pedestrian facilities within the study area, so that the preparation 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**



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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 airspaces 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.

THIS THIRD AMENDMENT TO AGREEMENT NO.: 18-058 ("Third Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 for various legal services with respect to the preparation of environmental documentation pertinent to that certain Amended and Restated ENA 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 and the proposed development of the Clippers arena project (the "Project"); and

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

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

**WHEREAS**, the City and Special Counsel now desire to enter into this Third Amendment to further amend Agreement No.:18-058 by expanding the scope of services and increasing the amount of compensation necessary for Special Counsel to provide the Phase III legal services requested and required for the proposed Project.

11/11/11

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1. *...the ...*  
 2. *...the ...*  
 3. *...the ...*

*(Signature)*

11



1       **NOW THEREFORE**, the City, and the Contractor (hereinafter referred to collectively as  
2 the "Parties") hereto mutually agree as follows:

3       **SECTION: 1.**

4                               **ARTICLE 1 – SCOPE OF SERVICES**

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

8       **SECTION: 2.**

9                               **ARTICLE 5 - COMPENSATION**

10       Article 5, Compensation, of Agreement No.: **18-058** shall be deleted in its entirety and  
11 replaced with the following:

12                               **"ARTICLE 5 - COMPENSATION**

13       The total compensation provided for pursuant to this Agreement, including expenses  
14 and costs, actually and necessarily incurred, shall not exceed the sum of one million three  
15 hundred thirty-four thousand dollars (\$1,334,000). Said not-to-exceed amount is broken down  
16 as follows:

AGREEMENT	AMOUNT
Agreement No.: <u><b>18-058</b></u>	\$325,000
Amendment One	\$225,000
Amendment Two	\$352,000
Amendment Three	\$432,000
<b>Grand Total</b>	<b>\$1,334,000</b>

17       If additional funds are necessary for the provision of services as authorized pursuant to  
18 this Agreement, such additional funds must be approved by the City. The City is not obligated  
19 to pay Special Counsel for work done or expenses incurred in excess of the appropriated  
20 amount unless additional appropriations are made and a written amendment to this  
21 Agreement is executed by the Parties. Moreover, it is expressly understood and agreed that  
22 Special Counsel is serving in a limited capacity to the City and only those services which the  
23  
24  
25  
26  
27  
28

1 City Attorney has authorized to be performed shall be compensable hereunder.

2 The City agrees to pay Special Counsel, for services faithfully rendered hereunder, at  
3 the following rates:

4 Of Counsel/Sr. Partner .....\$475 per hour

5 Partner ..... \$450 per hour

6 Senior Associate ..... \$380 per hour

7 Associate ..... \$350 per hour

8 Billing rates may only be increased with prior written approval of the City.

9 In addition to the hourly time charges, Special Counsel shall be reimbursed for  
10 expenses actually and necessarily incurred including, but not limited to photocopying, long  
11 distance telephone charges, facsimile communication charges, overnight courier services,  
12 postage, travel expenses, filing fees, hiring of experts and similar expenses customarily  
13 separately billed by Special Counsel to its clients. If such expenses are significant, Special  
14 Counsel may arrange for them to be billed directly to the City, if the expenses were authorized  
15 by the City Attorney.

16 It is understood and agreed that Special Counsel is serving in a limited capacity to the  
17 City and only those services which the City Attorney has authorized to be performed shall be  
18 compensable hereunder. Special Counsel shall invoice the City on a monthly basis for all work  
19 done and shall specify the number and dates of hours worked during the preceding month.  
20 Special Counsel shall certify on each invoice that it is entitled to receive the amounts  
21 requisitioned. Each invoice shall be in the form and number of copies requested by the City.

22 Payment shall be made as soon as practicable in the ordinary course of the City's  
23 business, after the City has approved the invoice for payment. Special Counsel shall maintain  
24 proper records (time sheets, receipts, bills, invoices, etc.) of the hours worked and the  
25 expenses and costs incurred pursuant to this Agreement and such records shall be open at any  
26 reasonable time for inspection by the City.

27 All invoices submitted by Consultant shall be submitted on a monthly basis and shall  
28 contain: (1) date of invoice; (2) sequential invoice number; (3) City Agreement Number; (4)

1 total Agreement Amount; (5) total invoice amount; (6) description and amount of services and  
2 supplies provided; and (7) total amount remaining on Agreement. Any additional services  
3 approved and performed pursuant to this Agreement shall be designated as "Additional  
4 Services" and shall identify the number of the authorized change order, where applicable, on  
5 all invoices."

6 **SECTION: 3**

7 Except as changed by this Third Amendment and all previous amendments  
8 ("Amendments"), all other terms and provisions of Agreement No.: 18-058, its Amendments,  
9 exhibits and attachments, shall remain unchanged and in full force and effect.

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

12  
13 **CITY OF INGLEWOOD**

**REMY MOOSE MANLEY, LLP**

14  
15 \_\_\_\_\_  
16 **James T. Butts, Jr.,**  
17 **Mayor**

18 **ATTEST:**

\_\_\_\_\_

**Whitman F. Manley, Esq.**  
**Special Counsel**  
**APPROVED AS TO FORM:**

19 \_\_\_\_\_  
20 **Yvonne Horton,**  
21 **City Clerk**

\_\_\_\_\_

**Kenneth R. Campos,**  
**City Attorney**

22 N:\JALEWS\Contracts\Amendments\Planning - Remy Moose Manley - Amendment Three - 12.18.doc

**EXHIBIT A  
REMY MOOSE MANLEY**

**Proposed Scope of Work – Phase III**

The following budget covers the next phase of work, for the period from November 2019 through the date of City consideration of project (estimated February 2020). Anticipated tasks include:

- Review comments received on Draft EIR and assist City staff and consultants with assigning responsibility for preparing responses to comments
- Prepare draft responses for comments focusing on legal adequacy
- Review administrative draft responses to comments for legal adequacy
- Review administrative draft of Final EIR and related documents (e.g., Mitigation Monitoring and Reporting Program)
- Participate in meetings and phone calls with City staff and consultants to review administrative drafts
- Prepare draft CEQA findings, and assemble supporting information, for decision-makers' consideration
- Assist with and review staff reports and presentations prepared by City staff and consultants
- Participate in public hearings, and provide legal guidance at such hearings
- Assist with coordination and consultation with other agencies and stakeholders
- Consult and collaborate with City staff, consultants and applicant team with respect to legal issues as they arise
- Assist with preparation of resolutions and other approval documents for consideration by City decision-makers
- Continue to review, organize and index documents for inclusion in the record of proceedings database
- Work with IT subconsultant, City staff and consultants with respect to maintaining and updating record of proceedings



1 work occasional evenings and weekends, and labor and materials needed, and his decision to  
2 execute this Agreement is based upon such independent investigation and research.

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

5 **SECTION 1.**

6 Paragraph 1, of Article 4 – Compensation is deleted in its entirety and replaced with the  
7 following:

8 **ARTICLE 4 – COMPENSATION**

9 1. Consultant shall be paid a not-to-exceed amount of one hundred thousand dollars  
10 (\$100,000) for work faithfully performed. The Consultant shall be compensated at  
11 \$300/hour. The total not-to-exceed amount for the services contemplated for  
12 compensating the Consultant are broken up as follows:

13 a. Agreement <b><u>No.: 20-049</u></b>	\$50,000
14 b. Amendment One:	\$50,000
15 Total:	\$100,000

16 **SECTION: 2**

17 Except as changed by this First Amendment, all other terms and provisions of  
18 Agreement **No.: 20-049**, its exhibits and attachments, shall remain unchanged and in full force  
19 and effect.

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

CITY OF INGLEWOOD:

GORDON R. ANDERSON:

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

\_\_\_\_\_  
Gordon R. Anderson,  
Owner

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Yvonne Horton,  
City Clerk

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

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RESOLUTION NO.: \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
INGLEWOOD AMENDING THE 2019-2020 ANNUAL  
BUDGET TO COVER ADDITIONAL COSTS AND  
ACTIVITIES ASSOCIATED WITH PHASE III WORK FOR  
THE PREPARATION AND REVIEW OF THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT REPORT AND OTHER  
RELATED SERVICES.

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

WHEREAS, on December 19, 2017, the City Council approved funding for a California Environmental Quality Act review agreement with Murphy's Bowl, LLC with regard to the proposed development of a National Basketball Association arena and associated facilities; and

WHEREAS, Phase I environmental work has concluded and Phase II environmental work has commenced with additional Phase II Augment work starting; and

WHEREAS, Phase II Augment environmental consulting services need funding in order to provide the City with an Environmental Impact Report and associated documents related to a professional basketball arena; and

WHEREAS, this budget amendment will ensure that the needed funds are available and tracked for the Phase III work; and

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

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

SECTION 1. Amend the City's 2019-2020 fiscal year budget to reflect the adjustments as shown in Exhibit "A."

///  
///



BE IT FURTHER RESOLVED that the City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect immediately upon adoption.

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF INGLEWOOD

James T. Butts, Jr.,  
Mayor

ATTEST:

Yvonne Horton,  
City Clerk

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# Exhibit A

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

OBJECT CODE		FY2019-20 Budget	Amendment Request	Increase/ (Decrease)
4000.00	Revenue	\$ -	\$ 1,616,959	\$ 1,616,959
Total		\$ -	\$ 1,616,959	\$ 1,616,959

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

OBJECT CODE		FY2019-20 Budget	Amendment Request	Increase/ (Decrease)
44860.00	Contract Services	\$ -	\$ 1,616,959	\$ 1,616,959
Total		\$ -	\$ 1,616,959	\$ 1,616,959

# Exhibit A

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

OBJECT CODE		FY2019-20 Budget	Amendment Request	Increase/ (Decrease)
4000.00	Revenue	\$ -	\$ 1,616,959	\$ 1,616,959
Total		\$ -	\$ 1,616,959	\$ 1,616,959

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

OBJECT CODE		FY2019-20 Budget	Amendment Request	Increase/ (Decrease)
44860.00	Contract Services	\$ -	\$ 1,616,959	\$ 1,616,959
Total		\$ -	\$ 1,616,959	\$ 1,616,959