



# CITY OF INGLEWOOD

## OFFICE OF THE CITY MANAGER



**DATE:** July 23, 2019

**TO:** Mayor and Council Members

**FROM:** Economic and Community Development Department

**SUBJECT:** 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) Amend Agreement No. 18-055 with Murphy's Bowl LLC to include an additional \$1,345,204.73 to cover certain additional City costs and activities associated with hiring third party consultants necessary to provide certain environmental legal activities and services on behalf of the City as required and/or contemplated by the ENA;
- 2) Amend Agreement No. 18-056 with ESA (Environmental Science Associates) to amend the Phase II scope and increase the cost by \$1,229,430 ;
- 3) Adopt a resolution amending the Fiscal Year 2018-2019 Budget.

### BACKGROUND:

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 (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), and Professional Services Agreement No. 18-058 (Remy Moose Manley) to fund the cost of environmental implementation activities and environmental legal services with regard to the proposed development of a National Basketball Association arena and associated facilities.

On April 10, 2018, the City Council approved a first amendment to CEQA Funding Agreement No. 18-055 and Professional Services Agreement 18-056 to increase the total cost of the agreements in order to include Phase II of the environmental implementation consultant work scopes.

DR-2

**DISCUSSION:**

Pursuant to the terms of the ENA, the City is charged with performing certain implementation activities as part of its negotiations with the Developer and the preparation of a disposition and development agreement providing for the proposed development of the Project. As 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 activities.

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.

Since beginning work on the environmental analysis for the project, it has been determined that additional services and costs are required by: David Stone (\$47,074.73); Amy Herman (\$18,700); Gordon Anderson (\$50,000); Remy Moose Manley (\$225,000); and by ESA and its subconsultants (\$1,229,430), related to preparation of the environmental document. The proposed second amendment to CEQA Funding Agreement No. 18-055 shall provide for the advance of funds to cover the additional cost of the Phase II work. The total Increase to the CEQA Funding Agreement (18-055) is \$1,345,204.73.

**FINANCIAL/FUNDING ISSUES AND SOURCES:**

Upon approval of the Second Amendment to CEQA Funding Agreement and adoption of the resolution amending the Fiscal Year 2018-2019 budget, Murphy's Bowl LLC will deliver funds in the amount of \$1,345,204.73 to be deposited into Fund Account Code No. 300.100.A002. Consultant invoices will continue to be paid from Account No. 300.100.A002.

**LEGAL REVIEW VERIFICATION:** YP

Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed and approved by the Office of the City Attorney.

**FINANCE REVIEW VERIFICATION:** YP

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

**DESCRIPTION OF ANY ATTACHMENTS**

Attachment 1: Second Amendment to CEQA Funding Agreement No. 18-055 by and between City and Murphy's Bowl LLC

Attachment 2: Second Amendment to Agreement No. 18-056 by and between City and ESA

Attachment 3: Resolution for Budget Amendment

**APPROVAL VERIFICATION SHEET**

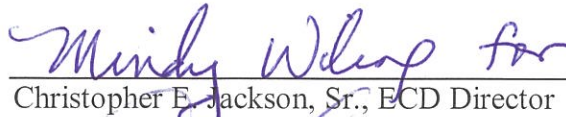
**PREPARED BY:**

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.:** \_\_\_\_\_

**SECOND AMENDMENT TO CEQA FUNDING AGREEMENT**

**THIS SECOND AMENDMENT TO CEQA FUNDING AGREEMENT** ("First Amendment") is made and entered into this \_\_\_\_ day of July, 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 (collectively, the "CEQA Funding Agreement").

**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 the Phase I and Phase II Scope of Services to be performed by the CEQA Consultants which are specifically delineated and described in the CEQA Funding Agreement;

**WHEREAS**, the need for additional Phase II Scope of Services has arisen and the parties now desire to enter into this Second Amendment to amend the CEQA Funding Agreement to provide for an additional advance of funds by the Developer to the City in the amount of One Million Three Hundred Forty-Five Thousand Two Hundred Four Dollars and Seventy-Three Cents (\$1,345,204.73)(the "Additional Second Advance") to pay the costs of the additional Phase II Scope of Services to be provided and performed by the CEQA Consultants in accordance with the Additional Phase 2 Scope of Work. The Additional Phase 2 Scope of Work is more specifically detailed and described in the attached Exhibits A-1, A-2, A-3, A-4 and A-5 to this Second Amendment. Related to the Additional Phase 2 Budget is the Additional Phase 2 Scope

of Work which also attached hereto and more specifically detailed and described in Exhibits B-1, B-2, B-3, B-4 and B-5 to this Second Amendment. Reference to each of the aforementioned Exhibits are fully incorporated into this Second Amendment.

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

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

1. As contemplated in the ENA and the CEQA Funding Agreement, the Parties hereby agree that the CEQA Funding Agreement is hereby amended to provide for the Additional Second Advance by the Developer to the City in accordance with the terms and conditions of this Second Amendment.

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

1. The Developer agrees to fully advance the Additional Second Advance in the amount of One Million Three Hundred Forty-Five Thousand Two Hundred Four Dollars and Seventy-Three Cents (\$1,345,204.73) representing the total aggregate amount of the four Additional Phase II Budgets as set forth in Exhibits B-1, B-2, B-3, B-4 and B-5 for the Additional Phase II Scopes of Work as described in Exhibits A-1, A-2, A-3, A-4 and A-5, within fourteen (14) business days following the approval and execution of this Second Amendment by the Parties;

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

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

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

### **ARTICLE 4 – REPORTING**

1. At the written request of the Developer, the City shall provide reasonably detailed invoices for the CEQA Costs incurred in connection with the CEQA Work and in compliance with the Additional Phase II 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 Second Amendment shall be the same as the term of the CEQA Funding Agreement.

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

1. This Second 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 Additional Second Advance with any excess funds returned to the Developer within thirty (30) days following the termination date of the CEQA Funding Agreement.

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

1. Except as modified by this Second Amendment, no change, amendment, or modification to the CEQA Funding Agreement and/or this Second 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 Second Amendment, which shall be subject to the prior written approval of the Developer, which approval shall not be unreasonably withheld, conditioned or delayed.

Moreover, and notwithstanding anything to the contrary in the CEQA Funding Agreement or this Second 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 Second 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 Second 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 Second Amendment, all terms and conditions of the CEQA Funding Agreement shall remain binding on the Parties and in full force and effect.

## **ARTICLE 9 – ENTIRE AGREEMENT**

This Agreement, including Exhibits A-1, A-2, A-3, A-4 and A-5, and Exhibits B-1, B-2, B-3, B-4 and B-5, 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 Second 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 Second Amendment satisfies the timing and process contemplated in ENA Section 3(a).

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

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

## ARTICLE 11 – MISCELLANEOUS

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

This Second Amendment may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all Parties hereto.

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

**IN WITNESS WHEREOF**, the Parties hereto have executed this Second 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  
ADDITIONAL PHASE II SCOPE OF WORK

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## EXHIBIT A1

### 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 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

## EXHIBIT A1

- o Utilities and Infrastructure
- o Public Services
- o Transportation and Circulation
- o Water Supply Assessment (WSA)
- o 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 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.

EXHIBIT A-2

REMY MOOSE MANLEY  
ADDITIONAL PHASE II SCOPE OF WORK

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## EXHIBIT A2

### Amendment to existing contract between the City of Inglewood and Remy Moose Manley LLP

The City of Inglewood and Remy Moose Manley LLP entered into an agreement for legal services in December 2017. The scope and compensation set forth in the agreement are revised as follows:

#### Scope of work:

- Represent and advise the City with respect to the environmental review process under the California Environmental Quality Act ("CEQA") and Assembly Bill 987 for the proposed Inglewood Basketball and Entertainment Complex ("IBEC").
- Assist with maintaining the record of proceedings for the IBEC.
- Participate in team meetings with City staff, consultants and the applicants.
- Review documents for legal adequacy.
- Prepare memoranda addressing legal issues surrounding the CEQA process for the IBEC.
- Review administrative draft documents prepared for the Draft Environmental Impact Report, and provide comments concerning the documents' legal adequacy.
- Participate in public meetings and hearings on behalf of the City.

The anticipated time frame for this revised scope of work is through the publication date of the Draft Environmental Impact Report. This scope does not encompass work associated with the preparation of the Final EIR, with the preparation of documents related to City hearings or approvals, or with representing the City in litigation.

EXHIBIT A-3

DAVID STONE ADDITIONAL  
PHASE II SCOPE OF WORK

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## PROPOSED SCOPE OF WORK

This section includes our proposed scope of work for completion of an analysis of the share of usage of a new arena that would be new to the market vs. relocated from existing facilities, to be used in the project's EIR. We will review the current market environment, conduct interviews with locally-active promoters and venues, and review pertinent experience from other markets.

While we will review and be informed by other estimates of new vs. relocated usage, our work will provide independent estimates of these figures. We will rely on overall estimates of arena usage that are provided to us, and provide a peer review of these estimates and the methods used to determine them.

Our detailed scope of work is described below.

### Task 1 – Analysis of the Current and Future Market Environment

This analysis will gauge the current and future market environment for arenas in the Inglewood/LA area. In order to accomplish this, we will focus on the following:

- As available, review of existing design plans for the facility, such as its site, capacities, offerings, technical specifications, and the like.
- Review of overall usage estimates of the new arena being prepared by the Clippers and its consultant, as well as estimates of new vs. relocated usage and any supporting research/data. *(Overall usage estimates will be reviewed in more detail in Task 4.)*
- Profile and analysis of directly relevant facilities in the market, such as the Staples Center, Forum, Honda Center, and any others. Based on available data (such as from client representatives, industry sources, Stone Planning's database, and others), we will profile and analyze these facilities' major characteristics and historical usage. We will focus on characteristics that are relevant to attracting and hosting non-tenant events, such as location, capacity, quality, general date availability, ownership/partners and relationships with other industry professionals, and the like.
- Analysis of the impact of the opening of the Forum on the Staples Center's non-tenant event bookings.

### Task 2 – Research and Interviews

We will interview local stakeholders for first-hand insight into the LA market and the current and anticipated future landscape (this will also inform Task 1). This will include contacting local/national promoters operating in and familiar with the LA market. We will also contact venues and other industry professionals in the market that may be willing to provide insight into the local environment



and its dynamics; these venues would not directly compete with the major arenas, but their management teams are familiar with the market and environment. Some examples could include amphitheaters, stadiums, booking agents, and others.

### **Task 3 – Other Market Case Studies**

We will also research the experience of other major markets in the US that have multiple, competing arenas and the extent to which a new facility's usage was new or transferred. Given the size of the LA market as the second-largest market in the US, we will profile New York as a case study, as it has added multiple competing arenas in recent years and is expected to add another arena in 2021. Similar to Task 1 and 2 for the LA market, we will research historical operating results of these arenas and interview facility representatives in order to fully understand the competitive dynamics, the impact of adding new arenas on overall event demand over time, and other relevant factors.

While New York is the one market that we will analyze in detail, we will also provide (as relevant) experiences from other major markets that have added a new arena(s) to compete with an existing arena.

### **Task 4 – Peer Review of Total Arena Usage Estimates**

We will review the Clippers' internal estimates of total arena usage and the methods used to determine them. We will then comment on the reasonableness of these estimates and the methods.

Based on our conclusions, we understand that independent estimates of overall usage may be requested from Stone Planning. This task does not include these estimates; we would discuss this separately as an add-on to our scope of work.

### **Task 5 – Estimates of New vs. Relocated Demand**

Based on the results of previous tasks, as well as the estimates of overall arena usage that are provided to us and our review of their reasonableness, we will provide independent estimates of the new arena's share of new vs. transferred use, by event type.

EXHIBIT A-4

AMY HERMAN ADDITIONAL  
PHASE II SCOPE OF WORK

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## EXHIBIT A4

### SCOPE OF WORK

ALH Economics understands that environmental documentation for the proposed Inglewood Basketball and Entertainment Center for the LA Clippers (“arena complex” or “Project”) is currently being prepared by Environmental Science Associates (“ESA”). Community-based concerns have arisen during the process that the Project could cause gentrification in the neighborhoods near the arena site. In the interest of preparing comprehensive environmental analysis, ALH Economics has been requested to conduct analysis to address this concern. Accordingly, the following scope of work has been prepared, to result in research and analysis that can be included in the Project’s environmental documentation. The proposed work tasks will include the following:

#### Task 1. Project Briefing and Coordination

In this task ALH Economics will coordinate with City of Inglewood representatives, ESA, and other Project team members to solidify a thorough understanding of the community-based concerns about potential gentrification associated with the arena complex. We will review all materials submitted to the City of Inglewood demonstrative of the community concerns and review the planned scope of work to ensure the study process and outcome will best address these concerns.

#### Task 2. Area Reconnaissance and Profile

ALH Economics will conduct field work and reconnaissance of the neighborhoods immediately surrounding the Project site. The purpose of this reconnaissance will be to gain familiarity with the surrounding mix and orientation of land uses to best understand the community concerns about gentrification, including both residential and commercial gentrification. The land uses will be characterized by type of real estate, general age, and pricing relative to the City of Inglewood as a whole. This will be accomplished through visual observation as well as discussion with City of Inglewood representatives and real estate professionals familiar with the areas.

The area of concern will be defined by census tract, to support the compilation of descriptive demographic and housing data, which will then be compared to the City of Inglewood. Data will be extracted from the American Community Survey in American Fact finder for the most recent time period available (e.g., 1-year, 3-year, or 5-year estimates). Data points to be extracted will include population and household counts, population age distribution, average household size, household income distribution, population racial composition, population workforce status, resident educational attainment, housing tenure, age of housing, housing units by number of units in structure, and cost of housing. Other data points can be added as deemed desirable and available. The data for the area of concern will be compiled to present an overall profile, which will then be compared to the City of Inglewood. If warranted, similar data points will be obtained from Environics Analytics, a national economic and demographic data resource with historic 2010 data from the U.S. Census and estimated and modeled data for 2018, as well as future 5-year projections. All of the demographic and housing data will provide a quantitative profile of the area of concern, to supplement the impressions from the area reconnaissance.

#### Task 3. Literature Review

## EXHIBIT A4

There is a growing literature on gentrification, primarily residential gentrification but also increasingly commercial gentrification as well. ALH Economics will review the state-of-the-art literature on gentrification, focusing on definitions of gentrification, identified causes of gentrification, and analytical approaches to identifying and measuring gentrification. The locus of the current research on residential gentrification is the UC Berkeley Urban Displacement Project, which also has ties to UCLA. Therefore, this task will focus on reviewing and summarizing some of the studies produced by this academic node, including case studies in the LA region, among other sources. Most particularly, this task will focus on determining if there are any generally accepted approaches to assessing the potential for gentrification to occur, and if the effects associated with gentrification can be tied to specific development projects.

### Task 4. Case Study Analysis

In this task ALH Economics will Identify 3 case studies within the past 5-10 years of communities with new sports or other entertainment venues in locations as similar as possible to the proposed Inglewood arena complex site, and research information on subsequent area land use and economic changes, including interviews with local government and non-profit representatives familiar with the areas in an effort to determine the extent to which changes are believed to be associated with these venues, and the nature of these changes, including if they do or do not exemplify gentrification pursuant to prevailing definitions of gentrification. This will include review of the book "Major League

Winners: Using Sports and Cultural Centers as Tools for Economic Development," by Mark S. Rosentraub, 2010 as a potential resource for case study identification and preliminary case study information.

### Task 5. Prepare Study Conclusion

Based upon the preceding tasks, ALH Economics will determine if there are sufficient literature and case study findings to provide insight into assessing the potential for development of the new arena complex to cause gentrification in Inglewood, especially the areas most proximate to the new arena complex. The demographic and real estate profile of the surrounding areas will be heavily considered in the determination of this finding.

### Task 6. Report Preparation

ALH Economics' findings and conclusions will be presented in a fully documented report. This report will be submitted to you electronically in draft form, and will be finalized upon receipt of a consolidated set of comments. The final report will be provided to you electronically, and will be suitable for inclusion in the environmental documentation for the Project.

EXHIBIT A-5

GORDON ANDERSON  
PHASE II SCOPE OF WORK

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Exhibit A-5

**Scope of Work:**

- 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 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  
ADDITIONAL PHASE II BUDGET

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## EXHIBIT B1

### **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).

EXHIBIT B-2

REMY MOOSE MANLEY  
ADDITIONAL PHASE II BUDGET

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## EXHIBIT B2

### Amendment to existing contract between the City of Inglewood and Remy Moose Manley LLP

The City of Inglewood and Remy Moose Manley LLP entered into an agreement for legal services in December 2017. The scope and compensation set forth in the agreement are revised as follows:

#### Compensation:

- The existing contract between the City and RMM provides that compensation will be not more than \$325,000.
- This amendment revising the amount by an additional \$225,000. Total compensation will therefore be not more than \$550,000.

The anticipated time frame for this revised scope of work is through the publication date of the Draft Environmental Impact Report. This scope does not encompass work associated with the preparation of the Final EIR, with the preparation of documents related to City hearings or approvals, or with representing the City in litigation.

EXHIBIT B-3

DAVID STONE  
ADDITIONAL PHASE II BUDGET

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## PROPOSED FEES AND SCHEDULE

Our professional fees for completion of the proposed scope of work are \$42,500. Expenses will be billed separately at cost. We anticipate at least one trip to the Inglewood area for initial meetings with project stakeholders and research/interviews. We would also make additional trips for other meetings and presentations, based on your needs.

We anticipate providing a full written draft report within 60 days of receiving authorization to proceed.

EXHIBIT B-4

AMY HERMAN  
ADDITIONAL PHASE II BUDGET

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## EXHIBIT B4

### TIMEFRAME AND PROFESSIONAL FEES

We estimate a draft report can be completed within approximately 8-10 weeks of receipt of your written authorization to proceed, assuming that the information and data needed are readily available. If data provided by you change during the course of the project, these factors will be included in the analysis. However, this could delay report completion and result in extra professional fees.

Our fee for these services will be based upon our actual time expended, billed at our current hourly rates. This rate is \$260 for Amy L. Herman, Principal of ALH Urban & Regional Economics. More junior level staff will be billed at a lower hourly rate. Based upon our current understanding of the engagement, we anticipate the fees will total approximately \$17,500, plus reimbursable expenses, primarily for transportation (e.g., airfare and car rental, hotel), and data acquisition, including Environics Analytics for demographic and housing data acquisition. We anticipate a likely budget up to \$1,200 for expenses, thus bringing the total fee estimate to \$18,700. This fee estimate is valid for 90 days. If contract execution occurs after 90 days the cited fee may need to be revised.

EXHIBIT B-5

GORDON ANDERSON  
ADDITIONAL PHASE II BUDGET

[Behind this Page]

Exhibit B-5

**Budget/Contract Amount: \$50,000**

**Compensation:**

- \$300.00/hour for the scope of services described above.
- 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 SECOND AMENDMENT TO AGREEMENT NO.: 18-056** 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 2 of the proposed development of a professional basketball arena; and

**WHEREAS**, on April 10, 2018, the City and the Consultant amended Agreement No.: 18-056 to expand the Scope of Services to include Phase 2 work and increase the Consultant's Compensation; and

**WHEREAS**, the City and the Consultant now wish to enter into this second amendment which will expand the Phase 2 work of the Scope of Services and increase the Consultant's Compensation; and

**WHEREAS,** the Consultant desires to provide the City with such additional environmental services as the City desires and it is ready, willing, able, qualified and experienced to provide such additional services and representation.

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

3       **SECTION: 1**

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

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

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

10               1.1.1   Phase 1 – December 4, 2017, Project Management, Meetings, Scoping  
11 and Notice of Preparation marked as Exhibit "A;" and

12               1.1.2   Phase 2 – April 5, 2018, Draft EIR marked as Exhibit "B;" and

13               1.1.3   Phase 2 Expanded – A three-page letter dated June 19, 2019, marked as  
14 Exhibit "C." Exhibits "A," "B," and "C" are incorporated herein by this reference as if set forth  
15 in full.

16       **SECTION: 2**

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

19                               **ARTICLE 3 - COMPENSATION**

20       Agreement No.: **18-056** shall be amended to add an additional not-to-exceed amount  
21 of one million two hundred twenty-nine thousand four hundred and thirty dollars  
22 (\$1,229,430). The total amount to date for Agreement No.: **18-056** is:

23

AGREEMENT	AMOUNT
Agreement No.: <b><u>18-056</u></b>	\$188,418
Amendment One	\$2,228,032
Amendment Two	\$1,229,430
<b>Grand Total</b>	<b>\$3,645,880</b>

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**SECTION: 3**

Except as changed by this Amendment, all other terms and provisions of Agreement  
**No.: 18-056**, its Amendments, Exhibits and Attachments, shall remain unchanged and in full  
force and effect.

**SECTION: 4**

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

N:\JALEWIS\Contracts\Amendments\Planning - Environmental Science Associates - Amendment Two - 2.19.doc



233 Wilshire Boulevard  
Suite 150  
Santa Monica, CA 90401  
310.451.4488 phone  
310.451.5279 fax

Exhibit A  
www.esassoc.com

December 4, 2017

Ms. Lisa Trifiletti, Principal  
Trifiletti Consulting, Inc.  
1541 Wilshire Boulevard, Suite 560  
Los Angeles, CA 90017

**Subject: Proposal to Provide Environmental Consultation and Documentation Services for the Proposed Los Angeles Clippers Arena in Inglewood, California**

Dear Ms. Trifiletti:

This Los Angeles Clippers Arena Environmental Impact Report (EIR) scope of work is designed to provide the City of Inglewood (City) with an objective California Environmental Quality Act (CEQA) document that reflects the City's independent judgment, achieves the proposed schedule, and creates outstanding legal defensibility. For purposes of this scope of work and related budget estimate, we assume that the project includes the following components:

- Demolition of existing warehouses, commercial, and other buildings that currently occupy the project site, including relocation of existing City water well, if applicable;
- Construction of the Los Angeles Clippers Arena (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 training facility, team office space, sports medicine clinic, and complimentary food and drink and associated retail uses;
- Development of parking amenities;
- Signage and lighting, including digital billboards and/or rooftop signage; and
- Creation of common space, landscaping, and pedestrian areas around the arena.

The location of the Clippers Arena and supporting ancillary uses would occupy approximately 22 acres owned by the City, the City's Successor Agency, and private property located in the City of Inglewood, immediately south of the Hollywood Park Specific Plan boundaries, in an area generally bounded by West Century Boulevard on the north, Prairie Avenue on the west, Yukon Avenue on the east, and 102<sup>nd</sup> and 103<sup>rd</sup> Streets on the south. It is anticipated that a more precise location will be identified as part of project definition.

Our team will be led by Brian D. Boxer, AICP, ESA Senior Vice President, who will serve as Project Director, and Terri Avila, ESA Vice President, who will serve as Project Manager. The project management team will be further supported by Ms. Christina Erwin and Ms. Addie Farrell, who will serve as Deputy Project Managers.

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 Proponent will provide visual simulations, based on project specific architectural design, for use in the EIR. Where information is provided by the Project Proponent, 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 Transportation and Circulation. We have augmented our team with Fehr & Peers, transportation consultants, with whom we have partnered on several other NBA arena studies, and Raju

Associates, Inc., which brings current experience with the City of Inglewood's transportation model. It is our expectation that Fehr & Peers and Raju Associates, Inc. will collaborate in the preparation of the transportation and circulation studies necessary to support the EIR. In addition, if necessary due to inclusion of high profile lighting and signage, ESA will add Lighting Alliance Design to provide technical analyses of spillover lighting and related effects. Depending on the final project description and the outcome of the scoping process, additional technical experts or firms may be added to the ESA team.

### Scope of Work

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

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

The scope of work is structured in three (3) major phases:

- **Phase 1: Project Initiation, Definition, and Scoping.** Includes meetings to determine the appropriate form and structure of the CEQA document, potential qualification of the project as an Environmental Leadership Development Project (pursuant to Public Resources Code §21180-21189.3) or equivalent, development of the Project Description, development and circulation of a Notice of Preparation (NOP), attendance at the required Public Scoping Meeting, review of public comments on the NOP, and preparation of a refined scope of work for Phase 2;
- **Phase 2: Draft EIR.** Includes peer review of 3rd technical studies prepared pursuant to the Exclusive Negotiating Agreement, preparation of additional EIR technical studies, preparation of an Administrative Draft EIR, Screencheck Draft EIR, and Draft EIR for public release, preparation of a Notice of Completion, and attendance at a Draft EIR Public Hearing; and
- **Phase 3: Final EIR and Project Approvals.** Includes review and bracketing of comments received, preparation of Responses to Comments, Administrative Final EIR, Screencheck Final EIR, Final EIR, Mitigation Monitoring and Reporting Plan, and attendance at Planning Commission and City Council hearings.

### 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



Ms. Trifiletti  
December 4, 2017  
Page 3

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.



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### 3.2: Notice of Preparation

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

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

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

### 3.3: Public Scoping Meeting

Pursuant to State CEQA Guidelines §15082(c)(1), during the 30-day review period of the NOP, ESA will assist the City in conducting a scoping meeting. The purpose of the scoping meeting will be to provide responsible agencies and the public the opportunity to provide input into the proposed scope and content of the EIR. The scoping meeting will also provide a preview of any environmental concerns the public may have. ESA will assist the City in developing the format for this meeting, as well as preparing sign-in sheets, comment cards, and a handout related to the environmental review process; it is assumed that the Project Proponent and/or the City will prepare oversized exhibits illustrating key features of the Project. The City will post the required noticing for the meeting; schedule the date, time, and location for the meeting; and secure the meeting room. The scoping meeting will be attended by ESA's Project Director, Project Manager, and Deputy Project Manager. If requested, ESA will retain a court reporter to provide a transcript of the meeting.

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

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

#### Task 3 Deliverables:

- ✓ Early consultation meeting agendas
- ✓ Draft and Final NOP (up to 100 copies)
- ✓ Public scoping meeting PowerPoint presentation and up to 100 hard copies

- ✓ Provide a court reporter for the scoping meeting
- ✓ Summary memorandum of NOP comments and environmental issues
- ✓ Scope of Work and Budget for Phase 2 tasks

## **Phase 2: Draft EIR**

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

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

Pursuant to the Exclusive Negotiating Agreement it is expected that a number of environmental and other technical documents related to the project (civil engineering-related studies, geology, and hazards/hazardous materials) will be made available to the City and ESA to inform the preparation of the EIR. It is common practice to use such 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 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 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 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.



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



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- *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.



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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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### Preliminary Schedule

Based on ESA's experience and understanding of the CEQA process, as well as timeframes and review periods for various components of this EIR, we anticipate completion of the EIR in a period of 14 to 18 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.

In developing the following preliminary schedule, we have assumed the following:

- Project description and related assumptions necessary to initiate the transportation analysis, and proponent-prepared technical studies will be available no later than February 15, 2018.
- Remainder of project description information to support other environmental analyses will be available as scheduled between February 15, 2018 and March 30, 2018.
- Comments on the ADEIR will be available following four (4) weeks of City review.
- City team and any other necessary personnel will be available for full day review meetings on the ADEIR.
- No new issues requiring new or unanticipated technical analyses raised in late comments on NOP, ADEIR, or DEIR.

A detailed schedule will be established and discussed at the kickoff meeting.

### Cost Estimate

As we have discussed, a variety of factors will affect the overall cost of the EIR. For the purposes of this scope of work, we have provided a detailed cost estimate for the Phase 1 tasks of \$188,418, including \$51,750 allocated for Fehr & Peers and Raju Associates, \$4,600 for court reporter services, and \$13,793 in direct expenses. Based on our experience with EIRs on other similar sports and entertainment facilities, ESA anticipates that the total cost for completion of the EIR would range from approximately \$1,250,000 to \$1,750,000 (approximately \$800,000 to \$1,000,000 for Phase 2, and approximately \$500,000 for Phase 3), exclusive of costs for the transportation analysis. 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 Proponent 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 NOP or comments on the ADEIR or DEIR.

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, including a Water Supply Assessment; and

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- Consideration of scenarios involving simultaneous events at the Clippers Arena, NFL Stadium, and/or The Forum.

It is our expectation that each of these issues will be discussed as part of the Phase 1 process, and will be accounted for in the refined and expanded scope of work for Phase 2.

A detailed cost estimate for the tasks associated with Phase 1 is attached.

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

Sincerely,

A handwritten signature in black ink, appearing to read "B. Boxer". The signature is fluid and cursive, with a large initial "B" and a stylized "Boxer" following.

Brian D. Boxer, AICP  
Senior Vice President  
Project Director





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April 5, 2018

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

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

Dear Ms. Wilcox:

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

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

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

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



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

### Scope of Work

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

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

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

- **Phase 1: Project Initiation, Definition, and Scoping.** Includes meetings to determine the appropriate form and structure of the CEQA document, potential qualification of the project as an Environmental Leadership Development Project (pursuant to Public Resources Code §§ 21180-21189.3) or equivalent, development of the Project Description, development and circulation of a Notice of Preparation (NOP), attendance at the required Public Scoping Meeting, review of public comments on the NOP, and preparation of a refined scope of work for Phase 2. Phase 1 tasks were authorized in a contract approved by the City Council on December 19, 2017.
- **Phase 2: Draft EIR.** Includes peer review of technical studies prepared by the Project Proponent pursuant to the Exclusive Negotiating Agreement, preparation of additional EIR technical studies, preparation of a Water Supply Assessment, preparation of an Administrative Draft EIR, Screencheck Draft EIR, and Draft EIR for public release, preparation of a Notice of Completion, and attendance at a Draft EIR Public Hearing. This scope of work covers all required components to publish the Draft EIR and activities during the public comment period, including development of the necessary administrative record throughout the Draft EIR development process.
- **Phase 3: Final EIR and Project Approvals.** Includes review and bracketing of comments received; preparation of Responses to Comments, Administrative Final EIR, Screencheck Final EIR, Final EIR, Mitigation Monitoring and Reporting Plan; preparation of analysis of the Project's consistency with City General Plan policies, zoning standards, and any other City standards applicable to the Project; in collaboration with City's CEQA counsel,



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preparation of draft findings under Public Resources Code § 21081, along with draft findings that may be required under other State law or local requirements; and attendance at Planning Commission and City Council hearings. The Phase 3 scope will be developed at the end of the Draft EIR public comment period.

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

## **Phase 2: Draft EIR**

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

*Task 2: Meetings with City [ongoing from Phase 1]*

*Task 3: Scoping and Notice of Preparation [completed under Phase 1]*

*Task 4: Peer Review Proponent Prepared Technical Studies*

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

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

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

*Task 5: Prepare Administrative Draft Environmental Impact Report*

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



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

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

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

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

## **Introduction**

### **Summary**

### **Project Description**

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

#### **Environmental Setting, Impacts and Mitigation Measures**

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

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



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- Public Utilities and Service Systems
  - Water Supply*
  - Wastewater Generation and Treatment*
  - Storm Drainage Conveyance and Treatment*
  - Solid Waste Demand*
- Transportation and Circulation

- Tribal Cultural Resources
- Other CEQA-Mandated Sections
  - Cumulative Impacts*
  - Unavoidable Significant Impacts*
- Alternatives

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

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

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

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

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

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

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

In the event that the project has qualified under the requirements of PRC §§ 21180-21189.3, or equivalent special legislation, ESA will submit to the City all Administrative Record materials in support of the Draft EIR in a form suitable for uploading to the City's website. Please see Task 8 for a full description of the Administrative Record and Recordkeeping processes.



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April 5, 2018  
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#### *Task 7: Draft EIR Public Comment Period and DEIR Hearing*

##### **7.1 Public Comment Period**

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

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

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

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

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

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

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

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

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



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

Phase 3 activities are not addressed or accounted for in this scope of work or budget. The scope of work for Phase 3 will be refined and budgeted as part of the conclusion of the Phase 2 tasks. In addition to continuation of Tasks 1, 2, and 8, Phase 3 tasks are anticipated to the following tasks.

*Task 9: Prepare Administrative and Final EIR Documents*

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

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

*Task 10: Environmental Impact Report Hearings*

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

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

*Task 11: Assemble Certified EIR*

### **Schedule**

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

### **Cost Estimate**

The cost estimate for the Phase 2 tasks of \$2,228,032, including \$1,038,220 allocated for Fehr & Peers; \$40,000 for Lighting Design Alliance; \$19,995 for Todd Groundwater; a \$10,000 contingency budget for Raju Associates; and \$40,579 in direct expenses. This cost estimate is based on the following assumptions:

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



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April 5, 2018  
Page 8

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Boxer', written over a horizontal line.

Brian D. Boxer, AICP  
Senior Vice President  
Project Director



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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,

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
INGLEWOOD AMENDING THE 2018-2019 ANNUAL  
BUDGET TO COVER ADDITIONAL COSTS ASSOCIATED  
WITH THE ENVIRONMENTAL REVIEW OF THE  
DEVELOPMENT OF A NATIONAL BASKETBALL  
ASSOCIATION ARENA AND ASSOCIATED FACILITIES  
NEAR THE INTERSECTION OF PRAIRIE AVENUE AND  
CENTURY BOULEVARD.**

**WHEREAS**, on August 15, 2017, the Inglewood City Council, the City of Inglewood as Successor Agency to the Former Redevelopment Agency, and the Inglewood Parking Authority (collectively the “City”) approved an Amended and Restated Exclusive Negotiating Agreement (the “Amended ENA”) with Murphy’s bowl, LLC (the “Developer”) which replaced that certain previously approved Exclusive Negotiating Agreement dated June 15, 2017 ; and

**WHEREAS**, in connection with its obligations under the Amended ENA, the City is required to perform certain implementation activities including, but not limited to, the preparation of certain environmental documents with respect to the proposed National Basketball Arena and associated facilities (the “Proposed Project”) presently being negotiated by the parties pursuant to the terms of the Amended ENA; and

**WHEREAS**, on December 19, 2017, pursuant to its implementation obligations under the Amended ENA, the City approved various professional services agreements with certain consultants (“CEQA Consultants”) providing for the preparation of certain environmental documents identified as the “Phase I Work” relative to the Proposed Project; and

**WHEREAS**, Phase I Work has concluded and a second phase of the environmental work (the “Phase II Work”) has commenced by the CEQA Consultants; and

**WHEREAS**, additional funding is required for the Phase II Work to prepare an environmental impact report and associated documents related to the Proposed Project; and

**WHEREAS**, it is customary for private developers to absorb costs associated with the preparation and review of certain documents associated with the approvals they are seeking from the City, especially those approvals that are not otherwise covered by established City fees; and

**WHEREAS**, in recognition of this consideration, Developer has agreed to advance funds to the City to cover the additional costs of the CEQA Consultants associated with their review and preparation of the environmental documents; and

**WHEREAS**, this budget amendment will provide increased funding to cover these costs associated with the Phase II Work; and

**WHEREAS**, this budget amendment will also ensure that the needed funds are available and appropriately tracked; and

**WHEREAS**, sufficient funds to cover the Phase II Work 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 2018-2019 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

REQUEST FOR BUDGET AMENDMENT OR TRANSFER REQUEST

Exhibit A

Date of Request: 23-Jul-19

Fund: 001 General Fund

Account	Revenue Source	FY 2018-2019 Budget	Amendment Request	Increase/ (Decrease)
51000	General Fund Reserves - (Environmental Science Assoc)	\$ 2,416,450.00	\$ 1,229,430.00	\$ 3,645,880.00
	<b>Total</b>	<b>\$ 2,416,450.00</b>	<b>\$ 1,229,430.00</b>	<b>\$ 3,645,880.00</b>

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

Account	Expenditure Description	FY 2018-2019 Budget	Amendment Request	Increase/ (Decrease)
44860	Contract Services - (Environmental Science Assoc)	\$ 2,416,450.00	\$ 1,229,430.00	\$ 3,645,880.00
	<b>Total</b>	<b>\$ 2,416,450.00</b>	<b>\$ 1,229,430.00</b>	<b>\$ 3,645,880.00</b>