



CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER



DATE: March 16, 2021

TO: Mayor and Council Members

FROM: Economic and Community Development Department

SUBJECT: First Amendment to Professional Services Agreement No. 20-169 with Environmental Science Associates (ESA) to Extend the Term of Agreement

RECOMMENDATION:

It is recommended that the Mayor and Council Members approve a first amendment to Professional Services Agreement No. 20-169 with Environmental Science Associates (ESA) to extend the expiration date to December 31, 2021.

BACKGROUND:

In November 2019, the ARYA Premiere Collections, LLC (Developer) submitted a Planned Assembly Development (PAD) application for the construction of a proposed 14-story hotel development. Due to the intensity of the proposed project, it is recommended that an Initial Study be completed to determine the level of environmental review required.

On March 24, 2020, the City Council approved an Advance Funds Agreement with the Developer in the amount of \$66,035 to cover the cost of environmental services associated with the construction of a proposed 14-story, 300-room hotel development. The City Council also approved a Professional Services Agreement (Agreement No. 20-169) with Environmental Science Associates (ESA), an environmental consulting firm, to prepare the necessary environmental documents required for the proposed hotel development. The Agreement (Agreement No. 20-169) will expire on March 24, 2021.

In June 2020, preparation of the environmental documentation commenced after the developer finalized the site configuration.

DISCUSSION:

It is customary for developers to absorb costs associated with the preparation of certain specialized documents associated with the approvals they are seeking from the City. In recognition of this consideration, the Developer previously deposited the funds necessary to cover the estimated consultant costs to prepare the environmental document. The Advance Funds Agreement set forth the cost recovery process by the City for the requisite environmental document preparation work, as specifically detailed in the professional services agreement. Pursuant to the Inglewood Municipal Code Section 2-198.1(g), professional service agreements are exempt from the competitive bidding process.

5.

**Mayor and Council Members
1st Amend to Pro Svcs Agmt No. 20-169
With Environmental Science Assoc
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The agreement amount, \$66,035, was established to cover the cost of the environmental document preparation work. Under the existing agreement, \$32,934.50 has been expended; therefore, \$33,100.50 remains.

This amendment would extend the agreement expiration to December 31, 2021. This time extension is requested due to unforeseen delays in collecting data from the applicant needed for the analysis. Additionally, the developer is currently in discussions with the City for an Exclusive Negotiation Agreement (ENA) to utilize a portion of the adjacent City-owned lot to the east. If approved, any changes needed to the consultant's scope of work will be brought to the City Council at a later date.

To date, the consultant has completed a substantial amount of the background analysis required to complete the document. To request new proposals and potentially retain a new consultant would be impractical, as the work done thus far would need to be replicated by a new consultant and the timeline would be further extended. Staff requests an extension through the end of December 2021 to accommodate any further unanticipated delays that may result during the analysis and/or review period.

FINANCIAL/FUNDING ISSUES AND SOURCES:

ARYA Premiere Collections, LLC, submitted a \$66,035 deposit into Account Code No. 001.030.3010.6003 (Environmental Impact Report).

Environmental Science Associates invoices are paid from Account Code No. 001.030.3010.44830 [General Fund-ECD Planning (Contract Services)] and the previous budget amendment was carried over to Fiscal Year 2020-2021 and will be carried over to Fiscal Year 2021-2022 as required.

LEGAL REVIEW VERIFICATION: YP

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

BUDGET REVIEW VERIFICATION: YP

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

FINANCE REVIEW VERIFICATION: YP

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

DESCRIPTION OF ANY ATTACHMENTS:

Attachment No. 1 – First Amendment to Professional Services Agreement (ESA)
Attachment No. 2 – Certificate of Liability Insurance

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March 16, 2021**

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PREPARED BY:

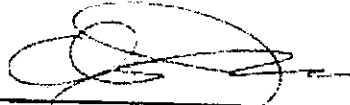
Christopher E. Jackson, Sr., Economic and Community Development Department Director
Mindy Wilcox, AICP, Planning Manager
Eddyfunn Ikemefuna, Senior Planner
Bernard McCrumby, Senior Planner

COUNCIL PRESENTER:

Mindy Wilcox, AICP, Planning Manager

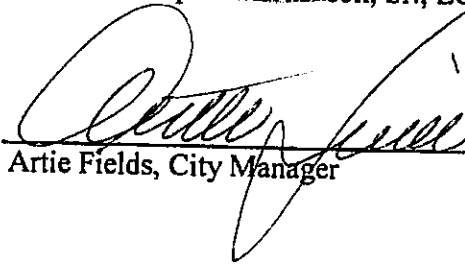
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:



Christopher E. Jackson, Sr., ECD Dept. Director

CITY MANAGER APPROVAL:



Artie Fields, City Manager

ATTACHMENT NO. 1

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SECTION 2.

Except as changed by this Amendment, all other terms and provisions of Agreement No.: 20-169, its Exhibits and Attachments, shall remain unchanged and in full force and effect.

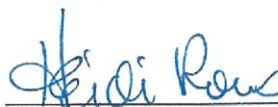
IN WITNESS WHEREOF, the City of Inglewood and Consultant, have executed this Agreement as of the date first above written.

CITY OF INGLEWOOD

ENVIRONMENTAL SCIENCE

ASSOCIATES

James T. Butts, Jr.,
Mayor



Heidi Rous,
Director

ATTEST:

APPROVED AS TO FORM:

Aisha L. Thompson,
City Clerk

Kenneth R. Campos,
City Attorney

(Planning) - Environmental Science Associates (ESA) - Advance Funds From ARYA Group Amend One 3.21.doc

ATTACHMENT NO. 2



ENVISCI-05

MCGRAWM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. PRODUCER License # 0E67768 IOA Insurance Services CONTACT NAME: Ali Smith PHONE (A/C, No, Ext): (619) 788-5795 50206 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Ali.Smith@ioausa.com INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company NAIC# 13056 INSURER B: Crum & Forster Specialty Insurance Company 44520 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: All Operations City of Inglewood is Additional Insured with respect to General Liability per the attached endorsement as required by written contract. 30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER: City of Inglewood, One West Manchester Boulevard, Inglewood, CA 90301 CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: T. Kelly Howell

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

 - a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:**

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:**

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE.**

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph 5.b. of the **Other Insurance Condition** in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Named Insured: Environmental Science Associates
Policy Number: PSW0004135
Insurance Company: RLI Insurance Company

Countersigned By _____