

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part I - Offer

Date of Offer SEP 25 1990

Los Angeles International Airport/Planning Area

Project No. AIP 3-06-0139-N7

Contract No. DTEA08-90-C-20584

TO: City of Inglewood, California
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation
Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 30, 1989, for a grant of Federal funds for a project at or associated with the Los Angeles International Airport/Planning Area which Project Application, as approved by the FAA, is hereby incorporated herein and made part hereof; and

WHEREAS, the FAA has approved a project for the Airport or Planning Area (herein called the "Project") consisting of the following:

Acquire land for noise compatibility within Site 13 (9 parcels - approx. 1.2 acres) and Site 14 (2 parcels - approx. 2.5 acres) to provide for relocation, removal of improvements, and resale.

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, herein called the "Act," and/or the Aviation Safety and Noise Abatement Act of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 80.00 percentum of said allowable costs.

The Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$4,000,000.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

\$	-0-	for planning
\$4,000,000.00		for airport development or noise program implementation.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 30, 1990, or such subsequent date as may be prescribed in writing by the FAA.

7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. It is agreed that all program income produced from real property purchased in part with Federal funds in this Grant received during the Grant period shall be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. Airport fiscal and accounting records shall clearly identify actual sources and uses of these records shall clearly identify actual sources and uses of these funds.
10. The Sponsor shall comply with the Part V Assurances which are attached hereto and made a part hereof, in lieu of the Part V Assurances which accompanied the Project Application dated July 30, 1989.
11. It is hereby understood and agreed by and between the parties hereto that the Sponsor will acquire a fee title or such lesser property interest as may be found satisfactory to the FAA to Parcels as described in the Project Application and as shown on the property maps attached hereto and identified as Exhibit "B-1" and Exhibit "B-2", and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property maps attached hereto until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interest as may be found satisfactory to the FAA in and to said parcels (or any portion thereof for which grant payment is sought) subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk of interference with the use and operation of the airport.

12. It is agreed that land in this project purchased for noise compatibility purposes may be subject to disposal at the earliest practicable time. After Grant Agreement, the FAA may designate such land which must be sold by the Sponsor. The Sponsor will use its best efforts to dispose of such land subject to retention or reservation of any interest or right therein necessary to insure that such land is used only for purposes which are compatible with the noise levels of operation of the airport. The proceeds of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a Basis proportionate to the United States share of the cost of acquisition of such land, or shall be reinvested in an approved project, pursuant to such instructions as the FAA shall issue.
13. It is understood and agreed by and between the parties hereto that the Sponsor shall grant an avigation easement on land within Site 13 and Site 14 as shown on the property maps, Exhibit "B-1" and Exhibit "B-2", to the City of Los Angeles, Department of Airports, California, prior to any disposal or resale of said land.
14. The FAA shall make payment to the Sponsor by a letter of Credit between the Treasury, through a Federal Reserve Bank, and the Sponsor's Commercial Bank. The Sponsor agrees to request cash drawdowns on the authorized Letter of Credit only when needed for its disbursements to carry out the purposes of this program. The Sponsor further agrees to timely reporting of such drawdown and disbursements as required. It is understood that failure to adhere to this provision may cause the Letter of Credit to be revoked by the FAA. In the event of revocation, payment will be made on a reimbursement basis by Treasury check for costs incurred.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



Robert C. Bloom
Supervisor, Standards Section

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 28th day of September, 1990.

City of Inglewood, California
(Name of Sponsor)

By 

(Sponsor's Official Representative)

(SEAL)

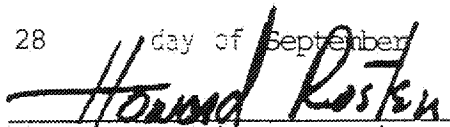
Attest:  Title MAYOR
Title: CITY CLERK

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Howard Rosten, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Friday, this 28 day of September, 1990



Signature of Sponsor's Attorney

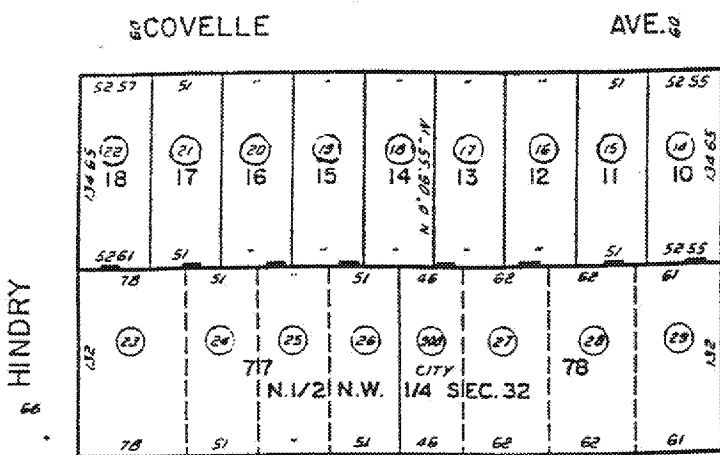
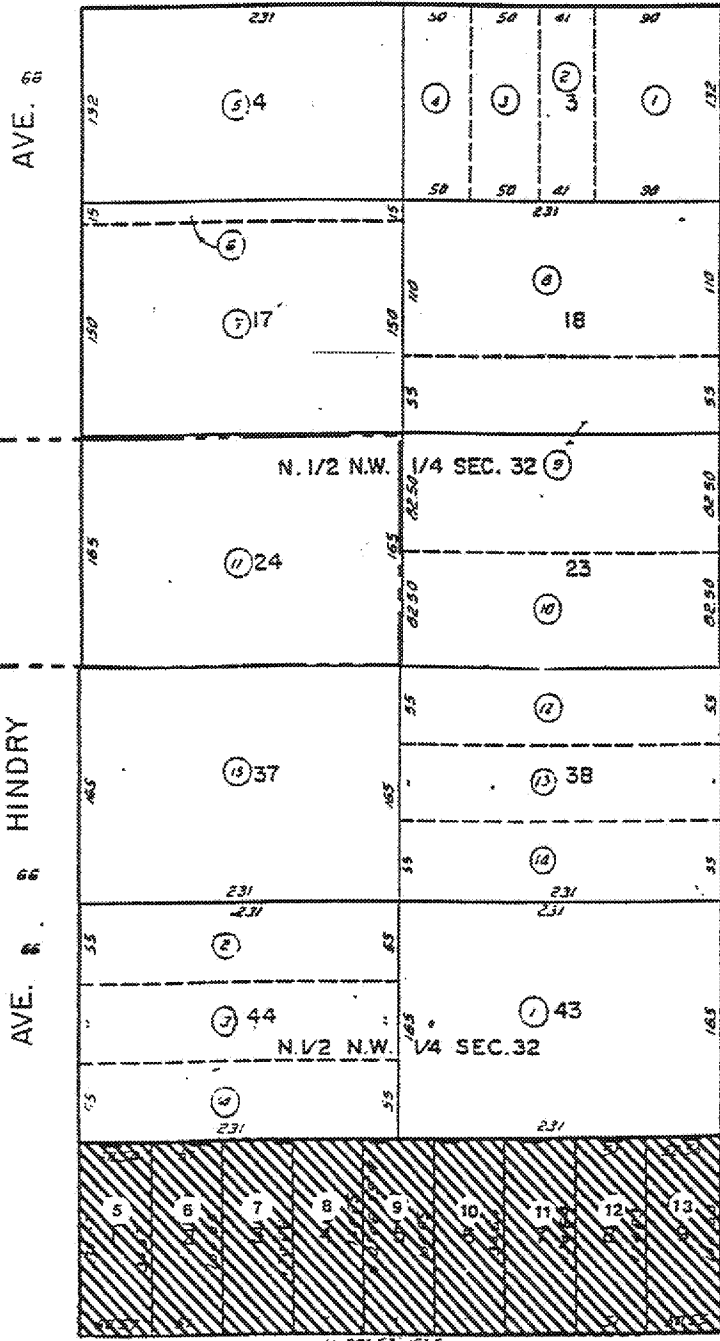
ANCHESTER

BLVD.

Exhibit B-1
AIP-3-06-0139-N7

OLIVE ST.

Site #13



PARCELS TO BE ACQUIRED

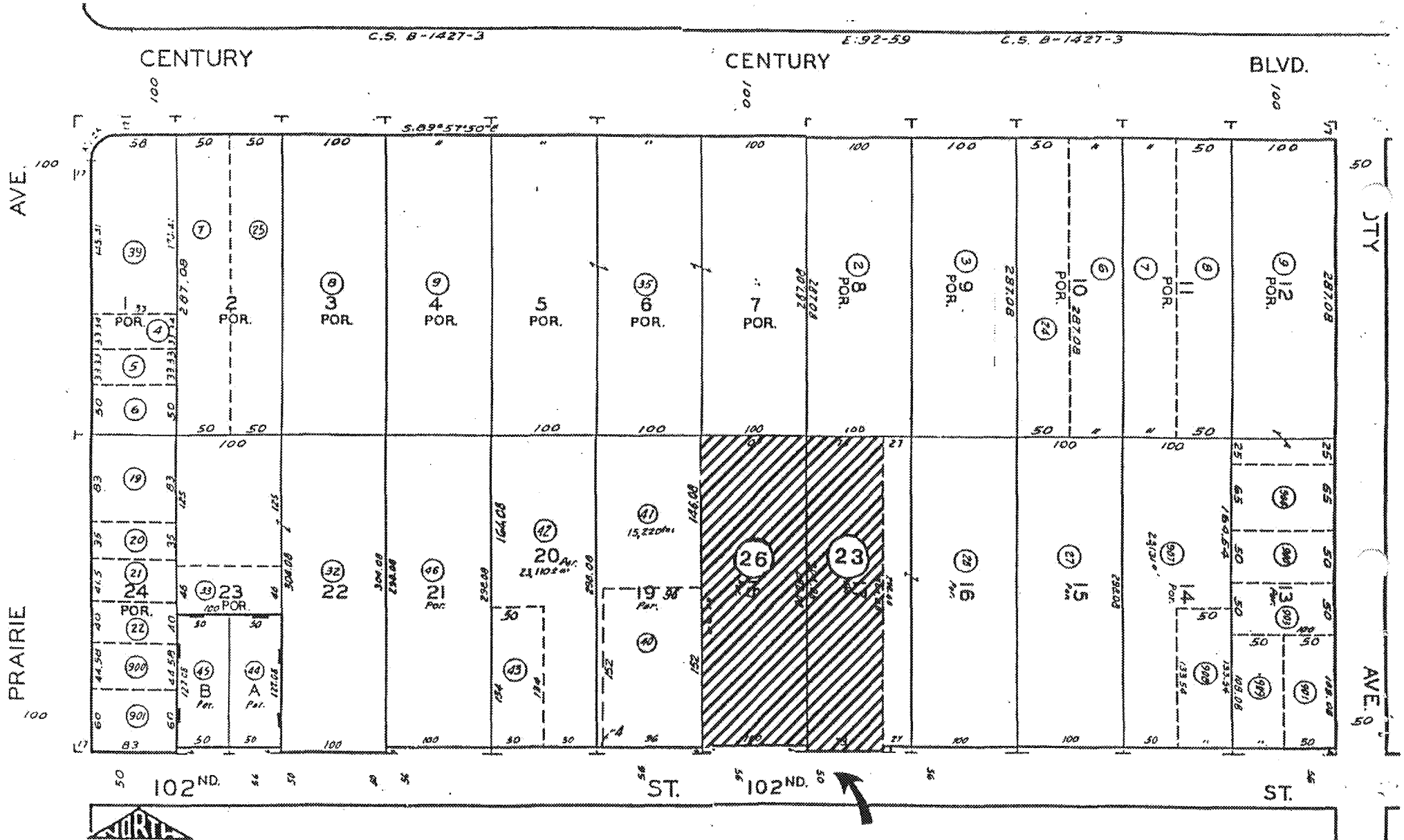
- 4126-7-5 4126-7-11
- 4126-7-6 4126-7-12
- 4126-7-7 4126-7-13
- 4126-7-8
- 4126-7-9
- 4126-7-10

4126 | 7
SCALE 1" = 50'



Site #14

EXHIBIT B-2
AIP-3-06-0139-N7



PARCELS TO BE ACQUIRED

4032-2-23

4032-2-26

ASSURANCES
Noise Compatibility Program Projects
Undertaken by Nonairport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for noise compatibility projects undertaken by sponsors who are not proprietors of the airport which is the subject of the noise compatibility program.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1982, as amended, and the Aviation Safety and Noise Abatement Act of 1979, as amended. Sponsors are units of local government in the areas around the airport which is the subject of the noise compatibility program.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired or throughout the useful life of the items installed under this project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no time limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Federal Aviation Act of 1958 – 49 U.S.C. 1301, et seq.
- b. Davis-Bacon Act – 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 – Section 106 – 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 – 16 U.S.C. 469 through 469c.
- h. Flood Disaster Protection Act of 1973 – Section 102(a) – 42 U.S.C. 4012a.
- i. Rehabilitation Act of 1973 – 29 U.S.C. 794.
- j. Civil Rights Act of 1964 – Title VI – 42 U.S.C. 2000d through d-4.
- k. Aviation Safety and Noise Abatement Act of 1979, 49 U.S.C. 2101, et seq.
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- n. Airport and Airway Improvement Act of 1982, as amended 49 U.S.C. 2201, et seq.
- o. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. 8373.
- p. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327, et seq.
- q. Copeland Antikickback Act – 18 U.S.C. 874.
- r. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- s. Endangered Species Act of 1973 – 16 U.S.C. 668(a), et seq.
- t. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- u. Drug-Free Workplace Act of 1988 – 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 12372 – Intergovernmental Review of Federal Programs
Executive Order 11246 – Equal Employment Opportunity

Federal Regulations

- a. 49 CFR Part 18 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.

- c. 49 CFR Part 23 – Participation by Minority Business Enterprise in Department of Transportation Programs.
- d. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition Regulation for Federal and Federally Assisted Programs.
- e. 49 CFR Part 27 – Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- f. 49 CFR Part 29 – Debarments, Suspensions and Voluntary Exclusions.
- g. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- h. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.
- i. 29 CFR Part 3 – Contractors or Subcontractors on Public Buildings or Public Works Financed in Whole or Part by Loans or Grants from U.S.
- j. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.
- k. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements).
- l. 14 CFR Part 150 – Airport Noise Compatibility Planning.

Office of Management and Budget Circulars

- a. A-87 – Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-128 – Audits of State and Local Governments.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

- 2. **Responsibility and Authority of the Sponsor.** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- 3. **Sponsor Fund Availability.**
 - a. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.
 - b. It has sufficient funds available to ensure operation and maintenance of items funded under the grant agreement which it will own or control.
- 4. **Good Title.** For projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.
- 5. **Preserving Rights and Powers.**
 - a. It will not enter into any transaction, or change thereto, or take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
 - b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property for which it holds good title and upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under the Airport and Airway Improvement Act of 1982 to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.
 - c. For all noise compatibility projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that governmental unit. Except as otherwise specified by the Secretary, that agreement shall obligate that governmental unit to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility project. That agreement and changes thereto must be approved in advance by the Secretary.

- d. For noise compatibility projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise compatibility projects to be carried out on property which is not owned by the sponsor and which is under the land use control or authority of a public agency other than the sponsor, the sponsor shall obtain from each agency a written declaration that such agency supports the project and the project is reasonably consistent with the agency's plans regarding the property.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near which the project may be located.
8. **Accounting System, Audit, and Recordkeeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than 6 months following the close of the fiscal year for which the audit was made.
9. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a—276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
10. **Veteran's Preference.** It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
11. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.
12. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
13. **Operation and Maintenance.** It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.
14. **Hazard Prevention.** It will protect such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) by preventing the establishment or creation of future airport hazards on property owned or controlled by it or over which it has land use jurisdiction.

15. **Compatible Land Use.** It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, it will not cause or permit any change in land use, within its jurisdiction that will reduce the compatibility, with respect to the airport, of the noise compatibility measures upon which Federal funds have been expended.
16. **Reports and Inspections.** It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. It will also make records and documents relating to the project, and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
17. **Civil Rights.** It will comply with such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.
18. **Engineering and Design Services.** It will award each contract or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor.
19. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
20. **Disposal of Land.**
 - a. For land purchased under a grant before, on, or after December 30, 1987, for airport noise compatibility purposes, it will dispose of the land when no longer needed for such purposes at fair market value at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
 - b. Disposition of such land will be subject to the retention or reservation on any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with the operation of the airport.
21. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subparts D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
22. **Drug-Free Workplace.** It will provide a drug-free workplace at the site of work specified in the grant application in accordance with 49 CFR Part 29 by (1) publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against its employees for violation of such prohibition; (2) establishing a drug-free awareness program to inform its employees about the dangers of drug abuse in the workplace and any available drug counseling, rehabilitation, and employees assistance programs; (3) notifying the FAA within ten days after receiving notice of an employee criminal drug statute conviction for a violation occurring in the workplace; and (4) making a good faith effort to maintain a drug-free workplace.

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part I - Offer

Date of Offer SEP 25 1990

Los Angeles International Airport/Planning Area

Project No. AIP 3-06-0139-117

Contract No. DTFA08-90-C-20584

TO: City of Inglewood, California
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation
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9. It is agreed that all program income produced from real property purchased in part with Federal funds in this Grant received during the Grant period shall be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. Airport fiscal and accounting records shall clearly identify actual sources and uses of these records shall clearly identify actual sources and uses of these funds.
10. The Sponsor shall comply with the Part V Assurances which are attached hereto and made a part hereof, in lieu of the Part V Assurances which accompanied the Project Application dated July 30, 1989.
11. It is hereby understood and agreed by and between the parties hereto that the Sponsor will acquire a fee title or such lesser property interest as may be found satisfactory to the FAA to Parcels as described in the Project Application and as shown on the property maps attached hereto and identified as Exhibit "B-1" and Exhibit "B-2", and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property maps attached hereto until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interest as may be found satisfactory to the FAA in and to said parcels (or any portion thereof for which grant payment is sought) subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk of interference with the use and operation of the airport.

12. It is agreed that land in this project purchased for noise compatibility purposes may be subject to disposal at the earliest practicable time. After Grant Agreement, the FAA may designate such land which must be sold by the Sponsor. The Sponsor will use its best efforts to dispose of such land subject to retention or reservation of any interest or right therein necessary to insure that such land is used only for purposes which are compatible with the noise levels of operation of the airport. The proceeds of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a Basis proportionate to the United States share of the cost of acquisition of such land, or shall be reinvested in an approved project, pursuant to such instructions as the FAA shall issue.
13. It is understood and agreed by and between the parties hereto that the Sponsor shall grant an avigation easement on land within Site 13 and Site 14 as shown on the property maps, Exhibit "B-1" and Exhibit "B-2", to the City of Los Angeles, Department of Airports, California, prior to any disposal or resale of said land.
14. The FAA shall make payment to the Sponsor by a letter of Credit between the Treasury, through a Federal Reserve Bank, and the Sponsor's Commercial Bank. The Sponsor agrees to request cash drawdowns on the authorized Letter of Credit only when needed for its disbursements to carry out the purposes of this program. The Sponsor further agrees to timely reporting of such drawdown and disbursements as required. It is understood that failure to adhere to this provision may cause the Letter of Credit to be revoked by the FAA. In the event of revocation, payment will be made on a reimbursement basis by Treasury check for costs incurred.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Robert C. Bloom
Robert C. Bloom
Supervisor, Standards Section

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 28th day of September, 1990.

City of Inglewood, California
(Name of Sponsor)

By [Signature]
(Sponsor's Official Representative)

(SEAL)

Attest: [Signature] Title MAYOR
Title: CITY CLERK

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Howard Rosten, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Friday this 28 day of September, 1990

Howard Rosten
Signature of Sponsor's Attorney

ANCHESTER

BLVD.

Exhibit B-1
AIP-3-06-0139-N7

OLIVE ST.

Site #13

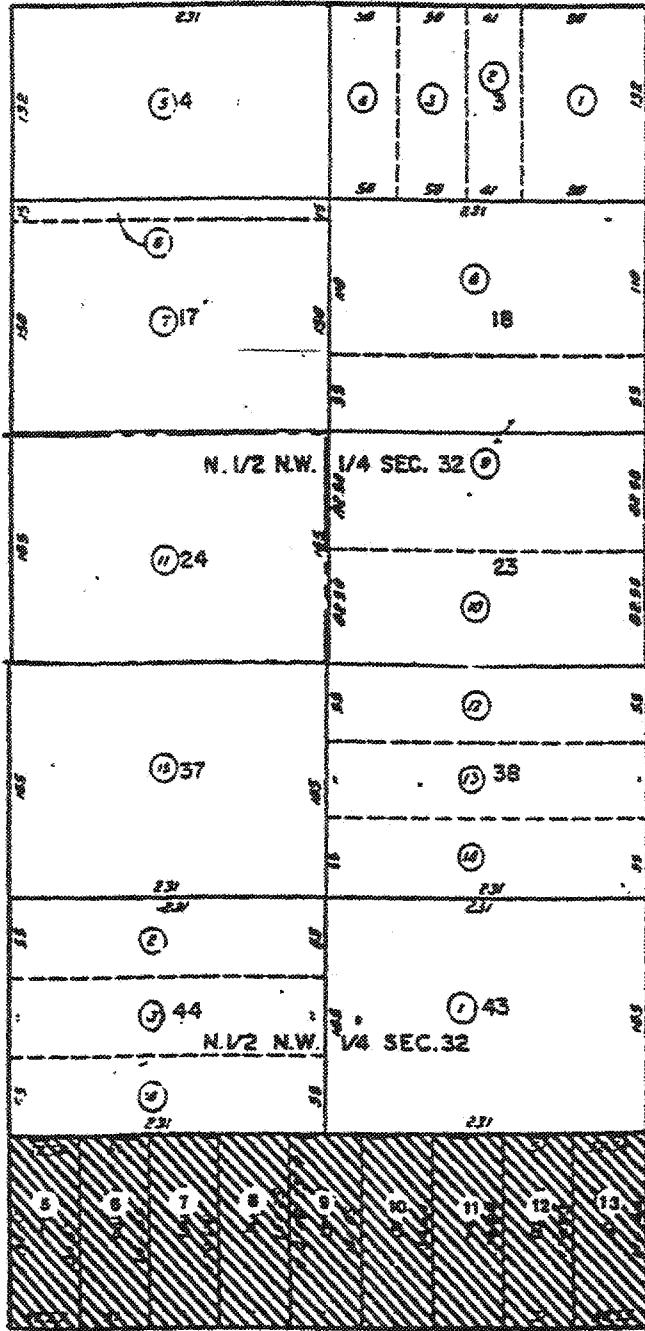
4126 7

SCALE 1" = 60'

HINDRY

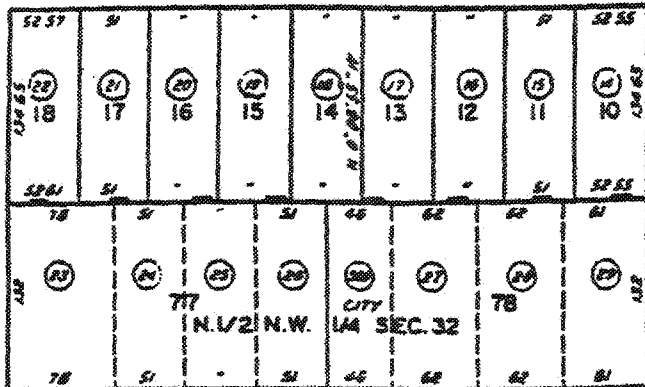
HINDRY

AVE. S



SCOVILLE

AVE. S



AVE. S

GLASGOW

GLASGOW

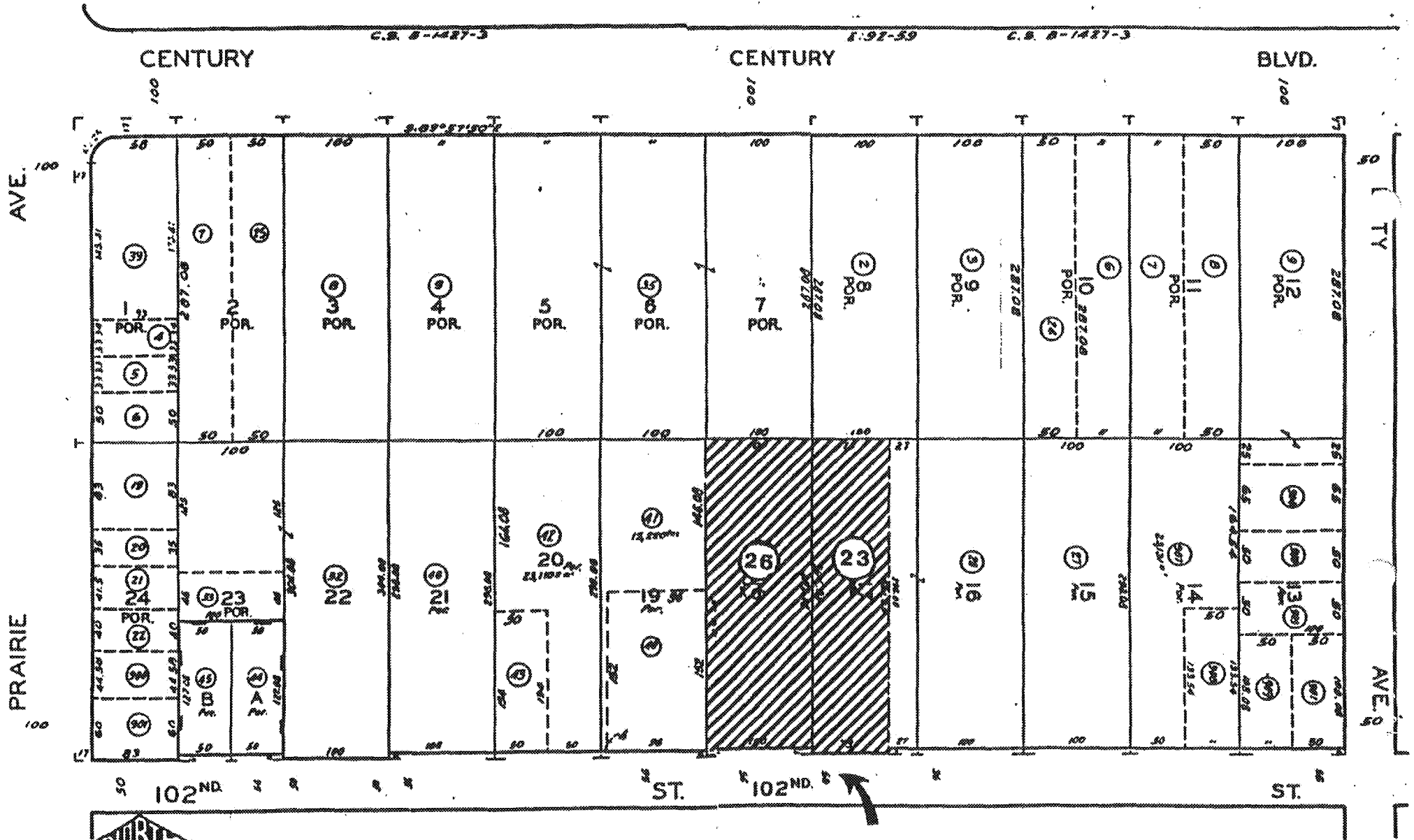
PARCELS TO BE ACQUIRED

- 4126-7-5 4126-7-11
- 4126-7-6 4126-7-12
- 4126-7-7 4126-7-13
- 4126-7-8
- 4126-7-9
- 4126-7-10



Site #14

EXHIBIT B-2
AIP-3-06-0139-N7



PARCELS TO BE ACQUIRED

4032-2-23
4032-2-26

ASSURANCES

Noise Compatibility Program Projects Undertaken by Nonairport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for noise compatibility projects undertaken by sponsors who are not proprietors of the airport which is the subject of the noise compatibility program.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1962, as amended, and the Aviation Safety and Noise Abatement Act of 1970, as amended. Sponsors are units of local government in the areas around the airport which is the subject of the noise compatibility program.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired or throughout the useful life of the items installed under this project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no time limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to the grant that:

1. General Federal Requirements. It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Federal Aviation Act of 1958 - 49 U.S.C. 1301, et seq.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- h. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- i. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- j. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- k. Aviation Safety and Noise Abatement Act of 1979, 49 U.S.C. 2101, et seq.
- l. Age Discrimination Act of 1968 - 42 U.S.C. 6101, et seq.
- m. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.
- n. Airport and Airway Improvement Act of 1982, as amended 49 U.S.C. 2201, et seq.
- o. Powerplant and Industrial Fuel Use Act of 1978 - Section 403 - 42 U.S.C. 8373.
- p. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- q. Copeland Antiinfract Act - 18 U.S.C. 874.
- r. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- s. Endangered Species Act of 1973 - 16 U.S.C. 659(e), et seq.
- t. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- u. Drug-Free Workplace Act of 1986 - 41 U.S.C. 702 through 706.

Executive Orders

- Executive Order 12372 - Intergovernmental Review of Federal Programs
- Executive Order 11246 - Equal Employment Opportunity

Federal Regulations

- a. 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Enforcement of Title VI of the Civil Rights Act of 1964.

- d. For noise compatibility projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise compatibility projects to be carried out on property which is not owned by the sponsor and which is under the land use control or authority of a public agency other than the sponsor, the sponsor shall obtain from each agency a written declaration that such agency supports the project and the project is reasonably consistent with the agency's plans regarding the property.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near which the project may be located.
8. **Accounting System, Audit, and Recordkeeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than 6 months following the close of the fiscal year for which the audit was made.
9. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
10. **Veteran's Preference.** It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
11. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.
12. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
13. **Operation and Maintenance.** It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.
14. **Hazard Prevention.** It will protect such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) by preventing the establishment or creation of future airport hazards on property owned or controlled by it or over which it has land use jurisdiction.

15. **Compatible Land Use.** It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, it will not cause or permit any change in land use, within its jurisdiction that will reduce the compatibility, with respect to the airport, of the noise compatibility measures upon which Federal funds have been expended.
16. **Reports and Inspections.** It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. It will also make records and documents relating to the project, and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
17. **Civil Rights.** It will comply with such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.
18. **Engineering and Design Services.** It will award each contract or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor.
19. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
20. **Disposal of Land.**
 - a. For land purchased under a grant before, on, or after December 30, 1987, for airport noise compatibility purposes, it will dispose of the land when no longer needed for such purposes at fair market value at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
 - b. Disposition of such land will be subject to the retention or reservation on any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with the operation of the airport.
21. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subparts D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
22. **Drug-Free Workplace.** It will provide a drug-free workplace at the site of work specified in the grant application in accordance with 49 CFR Part 29 by (1) publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against its employees for violation of such prohibition; (2) establishing a drug-free awareness program to inform its employees about the dangers of drug abuse in the workplace and any available drug counseling, rehabilitation, and employees assistance programs; (3) notifying the FAA within ten days after receiving notice of an employee criminal drug statute conviction for a violation occurring in the workplace; and (4) making a good faith effort to maintain a drug-free workplace.



CITY OF INGLEWOOD CALIFORNIA
ONE MANCHESTER BOULEVARD / P.O. BOX 6500 / INGLEWOOD, CALIF. 90301
FAX (213) 412-5188



The Inglewood Redevelopment Agency
(213) 412-5290

January 26, 1993

Ruben C. Cabalbag
Federal Aviation Administration
Western-Pacific Region
P. O. Box 92007, WWPC
Los Angeles, California 90009

Dear Mr. Cabalbag:

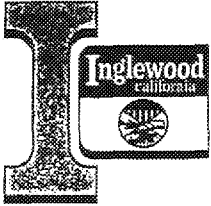
The City of Inglewood is in the process of closing out as many of the early grants it has with FAA. Of the eight FAA grants currently in effect, we have determined that only Grant 3-006-0139-N1 can be closed out because all work associated with land assembly and recycling of the site are completed and all expenses can be finally totaled. The City wishes not to close out the remaining grants at this time because the projects are still incurring expenses.

In many cases, last resort payments are still being paid out to tenants relocated from the various sites acquired by the City. According to the Federal Uniform Relocation Act, such payments will continue for up to three and a half years after a tenant has been relocated. Furthermore, since many sites were acquired through court action, a final sales price for the properties have not yet been determined by the courts. Because this process is long and time consuming, it will take several years before a determination by the courts can be made on a final sales price for the various properties.

The City of Inglewood will close out those grants as soon as each project is completed and all expenses completely incurred.

Yours truly,

David Lamdagan
Development Specialist



CITY OF INGLEWOOD CALIFORNIA
ONE MANCHESTER BOULEVARD / P.O. BOX 6500 / INGLEWOOD, CALIF. 90301

FAX (213) 412-5188

The Inglewood Redevelopment Agency
(213) 412-5290



July 2, 1991

John Milligan
Federal Aviation Administration
Standards Section AWP-621
WWPC - P.O. Box 92007
Los Angeles, CA 90009

Dear Mr. Milligan:

Enclosed are Title Certificates for a number of properties purchased with the N5, N6, and N7 grants. As soon as our Finance Division has determined our reimbursement amount we will be drawing on the letter of credit. I will let you know how the new system works. Please feel free to call me if you need any additional information.

Sincerely,

Otis W. Ginoza
Development Coordinator

Enclosure

OG:Faa6.ltr

TITLE CERTIFICATE

Project No. AIP 3-06-0139-N7
Contract No. DTFA08-90-C-20584

The undersigned, as authorized by Section 509(d) of the Airport and Airway Improvement Act of 1982, as amended, hereby certifies to the Federal Aviation Administration as Follows:

1. The Inglewood Redevelopment Agency has acquired for the use and benefit of the public, for redevelopment by the Inglewood Redevelopment Agency and conversion of land use and occupation to uses compatible with the aviation operations of Los Angeles International Airport fee title to a parcel of land from the specific grantor, whose name, parcel address, and Assessor's parcel number are detailed on Page 1 of Exhibit I of this certificate. The grant deeds have been submitted to the Los Angeles County Recorder's office and copies of the deeds will be forwarded to the Federal Aviation Administration at a later date.
2. The location of the parcel which is the subject of the abovementioned deed is a portion of the area shown as Site 13 of a parcel detail map, Exhibit B-1, to the Grant Agreement covering Project No. AIP-3-06-0139-N7 and Condition No. 11 of the agreement.
3. The Inglewood Redevelopment Agency now owns and holds the above identified parcels in fee simple free and clear of all easements, liens, and encumbrances except for the following:
 - a) utility easements;
 - b) easements for public street purposes;
 - c) the former owner's retention of oil and mineral rights situated below the depth of 500 feet but without right of surface entry; and
 - d) the usual tract covenants, conditions and restriction all as set forth in the Policy of Title Insurance applicable to each parcel associated with this project application.
4. Documents such as title policies or evidence of outstanding encumbrances; i.e., easements, mortgages, mineral rights, liens, etc. are in (sponsors) possession and are available for review by FAA upon 60 days written notice.

CAVEAT: The acceptance of a Certification shall be rescinded when it is determined by the FAA that the Sponsor has not, in fact, complied with the requirements of the Certification. If such determination is made after the Grant Agreement has been accepted, acceptance of the /certification may be rescinded and the Grant may be suspended in accordance with Section 152.64 of the Federal Aviation Regulations.


APPROVED



Sponsor's Attorney

6/21/91

Date


Signed _____
Name Paul Eckles
Title Executive Director

Date 7/1/91 _____

Signed _____
FAA Designate

Date _____

\Title4.crt\

EXHIBIT 1

The following is a detailed list of grantors name, parcel address, and assessor's parcel information.

NAME	ADDRESS	PARCEL NUMBER
Inglewood Redevelopment Agency	933 Covelle	4126-7-05
Inglewood Redevelopment Agency	929 Covelle	4126-7-06
Inglewood Redevelopment Agency	925 Covelle	4126-7-07
Inglewood Redevelopment Agency	921 Covelle	4126-7-08

CITY OF INGLEWOOD

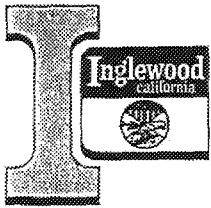


INTER-DEPARTMENTAL COMMUNICATION

DATE: October 12, 1990
TO: David Hamilton, Deputy Finance Director
FROM: Otis Ginoza, Acting Development Manager
SUBJECT: Reimbursement For N5 FAA Grant

In one of our monthly meetings you mentioned a desire to make more frequent draws from the FAA letter of credit. At this time we have incurred sufficient expenses to make a draw of \$126,134. Usually, I first send a letter to FAA providing the details of our expenditure and, several days later, your staff would request the funds. Enclosed is a draft of a letter to FAA along with a copy of the documentation Siu Ling would provide after the funds have been received.

Please give me a call when we are ready to send the attached letter.



CITY OF INGLEWOOD CALIFORNIA

ONE MANCHESTER BOULEVARD / P.O. BOX 5500 / INGLEWOOD, CALIF. 90301
FAX (213) 412-8737

The Inglewood Redevelopment Agency

(213) 412-5290



October 12, 1990

Mr. John Milligan
Federal Aviation Administration
Standards Section AWP-621
WWPC, P.O. Box 92007

Re: Project No. AIP 3-06-0139-N5

Dear Mr. Milligan:

We are in the process of acquiring Site #11, but have not closed escrow on any of the parcels. However, we have relocated many of the house holds living there and our relocation expense to date is \$157,688. At this time we are requesting reimbursement from the letter of credit in the amount of \$126,134 (80% of our expense). This will be our second reimbursement from the N5 Grant. On June 6, 1990 we received \$436,198.62 for the purchase of a portion of Site #7.

Please feel free to call me with any questions.

Sincerely,

Otis W. Ginoza
Acting Development Manager

OWG:sm

Inglewood, California, September 18, 1990

TO: The Mayor and City Council

FROM: The Staff

SUBJECT: Approval of \$4,000,000.00 Grant Agreement with the U.S.
Federal Aviation Administration

This staff report requests that the City Council approve the attached Grant Agreement with the U.S. Federal Aviation Administration (FAA) to participate in the Airport Improvement Program (AIP).

The attached Grant Agreement is a draft, which has not yet been approved by the Federal Aviation Administration. Final approval is expected within the next several days. However the Agreement must be executed before September 30, 1990. The Council is asked to approve the form of the Agreement and authorize the Mayor to sign the FAA approved Agreement when it is available, since the 18th is the last council meeting in September.

Background

Over the last several years, the City of Inglewood has participated in the Los Angeles International (LAX) Airport Noise Control/Land Use Compatibility (ANCLUC) Study. This study provided a forum for representatives of the City of Los Angeles Department of Airports and surrounding communities to study all feasible actions to achieve noise compatibility and to propose a final plan which optimizes these actions.

On June 6, 1984, the board of Airport Commissioners for the Department of Airports approved the FAA Part 150 Noise Compatibility Program for LAX. The approved Noise Compatibility Program balances a number of air operations and land use actions and requires all of the local municipalities to take an active role in carrying out the portions of the Program which are

Mayor and City Council
September 18, 1990
Page Two

within their purview. Approval of the Program now makes it possible for jurisdictions to apply for funds from the FAA to accomplish the Program's activities.

Beginning with the first grant on September 18, 1986, the City of Inglewood has received five grants totaling \$12,616,000 in AIP funding. This grant will be the sixth grant and will increase total FAA funding to \$16,616,000.

The FAA in September of 1990, sent an approved grant offer to the City authorizing an additional \$4,000,000.00 allocation for FY 1989/90 to acquire land for noise compatibility within the Century and La Cienega Redevelopment Project Areas. A portion of the money is to be used for the acquisition of two parcels on 102nd Street (Century Project Area) referred to as CF-3. The remainder of the money will be used in the La Cienega Project Area for the acquisition of land on Hillcrest Boulevard (sites L-1 and L-2). Both sites will probably be developed as airfreight facilities.

Discussion

Redevelopment of residential property in the Century and La Cienega Redevelopment Projects to airport compatible land uses was indentified as the City of Inglewood's main responsibility in the Noise Compatibility Program for LAX.

The purpose of the Grant is to recycle incompatible land uses within the Century Redevelopment Project Area to uses which are not noise sensitive.

Mayor and City Council
September 18, 1990
Page Three

To implement this land recycling program, the previously approved Inglewood Noise Compatibility Improvement Project (INCIP) is being proposed for continuation in this Grant Agreement. A financial partnership between the City and FAA is the cornerstone of the INCIP. The City and the Inglewood Redevelopment Agency would utilize their administrative and legal powers granted under the California Community Redevelopment Law to remove nonconforming land uses within the Century and La Cienega Redevelopment Project Areas. This Grant Offer, which the FAA is requesting the City to sign before September 30, 1990, will help to enable the City to fulfill its obligation under the LAX Noise Control/Mitigation Program.

Recommendation

It is recommended that the City Council approve the attached Grant Agreement with the U.S. Federal Aviation Administration.

Prepared by:

Otis Ginoza

Attachments:

Grant Agreement
Resolution

1 RESOLUTION NO. _____

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
3 INGLEWOOD, CALIFORNIA APPROVING ACCEPTANCE OF FINANCIAL
4 ASSISTANCE FROM THE U.S. FEDERAL AVIATION ADMINISTRATION
5 AND EXECUTION OF NECESSARY GRANT AGREEMENT

6 WHEREAS, the City of Inglewood has actively participated in the Los
7 Angeles International Airport Noise Control/Land Use Compatibility Study; and

8 WHEREAS, the Los Angeles International Airport Noise Control/Land Use
9 Compatibility Study provided a forum to study all feasible actions to achieve
10 noise compatibility and to provide a final plan which optimizes these actions;
11 and

12 WHEREAS, on June 6, 1984 the Board of Airport Commissioners for the City
13 of Los Angeles approved the Federal Aviation Administration Part 150 Noise
14 Compatibility Program; and

15 WHEREAS, the approved Noise Compatibility Program recommends recycling of
16 residential property in the Century and La Cienega Redevelopment Projects to
17 airport compatible land uses; and

18 WHEREAS, the City of Inglewood and City of Los Angeles have previously
19 requested Federal Aviation Administration approval to initiate acquisition and
20 redevelopment of certain property interests within the Century Redevelopment
21 Project; and

22 WHEREAS, on August 27, 1985 the City Council authorized submission of an
23 Application to the Federal Aviation Administration Airport Improvement
24 Program; and

25 ///

26 ///

27 ///

28 ///

29 ///

30 ///

31 ///

32 ///

1 WHEREAS, On June 30, 1987 the City Council authorized submission of an
2 Application to the Federal Aviation Administration Airport Improvement
3 Program; and

4 WHEREAS, on January 24, 1989, the City Council authorized submission of
5 an application to the Federal Aviation Administration Airport Improvement
6 Program; and

7 WHEREAS, the regional office of the Federal Aviation Administration has
8 given approval to this Application and has invited the City of Inglewood to
9 execute a grant agreement; and

10 WHEREAS, on September 23, 1986, the City Council authorized execution of
11 a grant agreement for Federal Aviation Administration funds in the amount of
12 \$1,600,000 to be used in the La Cienega Redevelopment Project; and

13 WHEREAS, on February 24, 1987, the City Council authorized execution of a
14 second grant agreement for \$2,000,000 to be used in both the La Cienega and
15 Century Redevelopment Project Areas; and

16 WHEREAS, on September 15, 1987, the City Council authorized execution of
17 a third grant agreement for \$2,000,000.00 to be used in the Century
18 Redevelopment Project Area; and

19 WHEREAS, on September 20, 1988, the City Council authorized execution of
20 a fourth grant agreement for \$4,000,000.00 to be used in both the La Cienega
21 and Century Redevelopment Project Area; and

22 WHEREAS, on September 21, 1989, the City Council authorized execution of
23 a fifth grant agreement for \$3,000,000.00 to be used in both the La Cienega
24 and Century Redevelopment Project Area; and

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REMINDER MEMO		DATE <i>8/9/90</i>
→ AVOID ERRORS — PUT IT IN WRITING ←		WORK ORDER
TO:	<i>DTs Gandoza</i>	ROUTING SYMBOL
SUBJECT:	<i>Inglaterra</i>	
<p><i>As we discussed, attached is the certification form regarding lobby activities. This certification is required to support this year's AIP Grant.</i></p>		
SIGNATURE		ROUTING SYMBOL
<i>John P. Milligan</i>		<i>FAA</i>

A new Section 1352, Title 31, United States Code (attachment 2), prohibits grant recipients from using grants to influence certain Federal financial transactions and requires disclosure of permitted lobbying activities. It affects grants or portions of a grant exceeding \$100,000, but does not apply to a sponsor's employees or to professional services for negotiating a grant application. Interim final guidance for the new restrictions on lobbying was issued in the Federal Register on December 20 by Office of Management and Budget (OMB), although publication of a regulation is not anticipated before March.

Until the regulation is published and final forms are developed, the OMB form shown in attachment 2 (Certification for Contracts, Grants, Loans, and Cooperative Agreements) should be submitted by sponsors with preapplications as supporting documentation. This form should be submitted with the application or draft scope of work on projects for which a preapplication is not required. The form should also be submitted for new grants if it has not otherwise been obtained.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standards Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

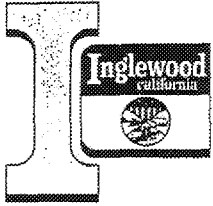
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed



Dated

Sponsor's Authorized Representative



CITY OF INGLEWOOD CALIFORNIA

ONE MANCHESTER BOULEVARD / P.O. BOX 6500 / INGLEWOOD, CALIF. 90301
FAX (213) 412-8737

The Inglewood Redevelopment Agency
(213) 412-5290



August 24, 1990

John Milligan
Federal Aviation Administration
Standards Section AWP-621
WWPC - P.O. Box 92007
Los Angeles, California 90009
Re: 3-06-0139-N7

Dear Mr. Milligan:

Per our conversation of August 23, 1990 the Inglewood Redevelopment Agency would like to use the N7 grant to purchase portions of sites #13 and #14. The parcels we intend to purchase are indicated on Exhibits B-1 and B-2. Please call if you have any questions.

Sincerely,

Otis W. Ginoza / AW

Otis W. Ginoza
Acting Development Manager

OWG:jj

Enclosures

ANCHESTER

BLVD.

Exhibit B-1
AIP-3-06-0139-N7

OLIVE ST.

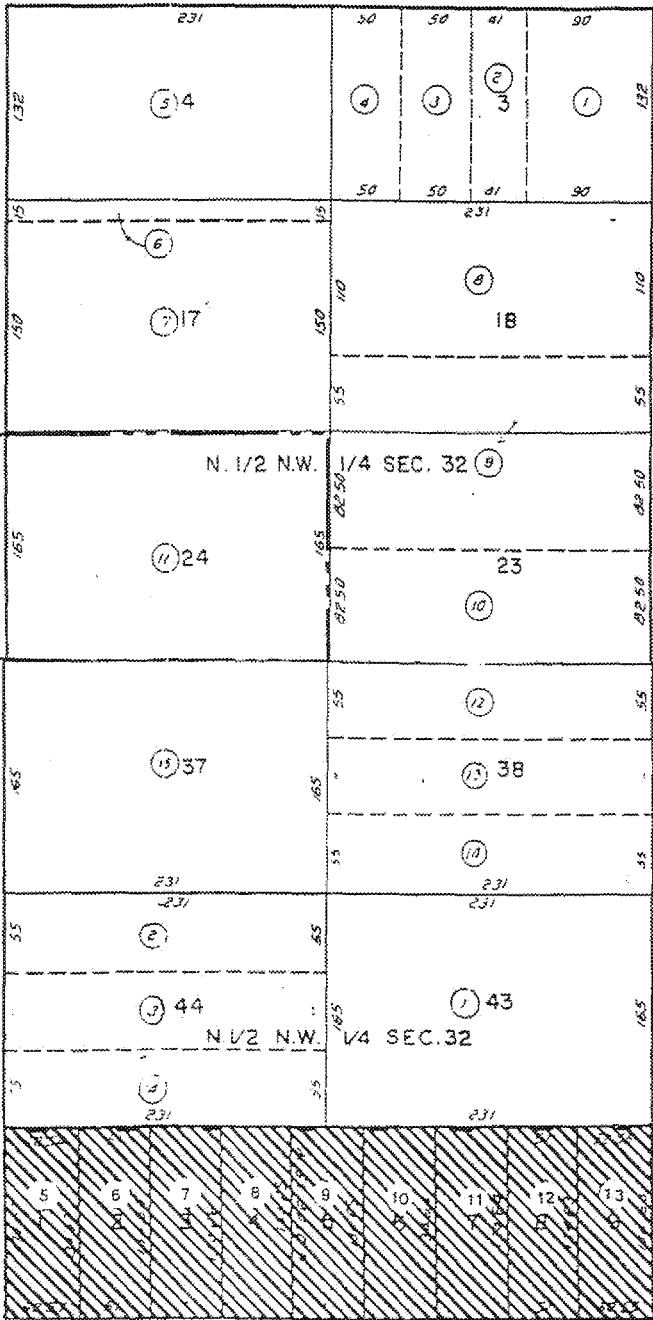
Site #13

66 AVE.

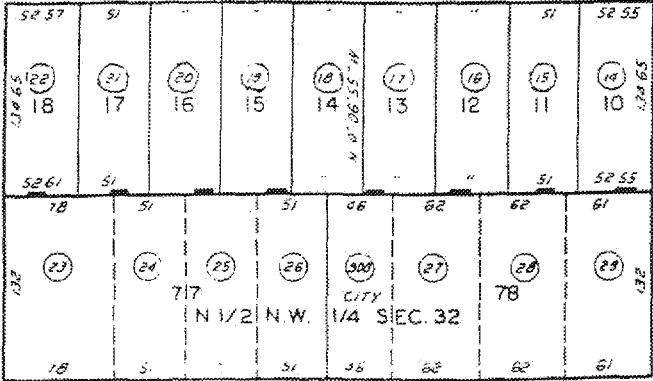
HINDRY AVE.

66 AVE.

GLASGOW AVE.



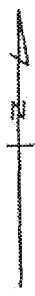
SCOVILLE AVE.



HILLCREST BLVD.

PARCELS TO BE ACQUIRED

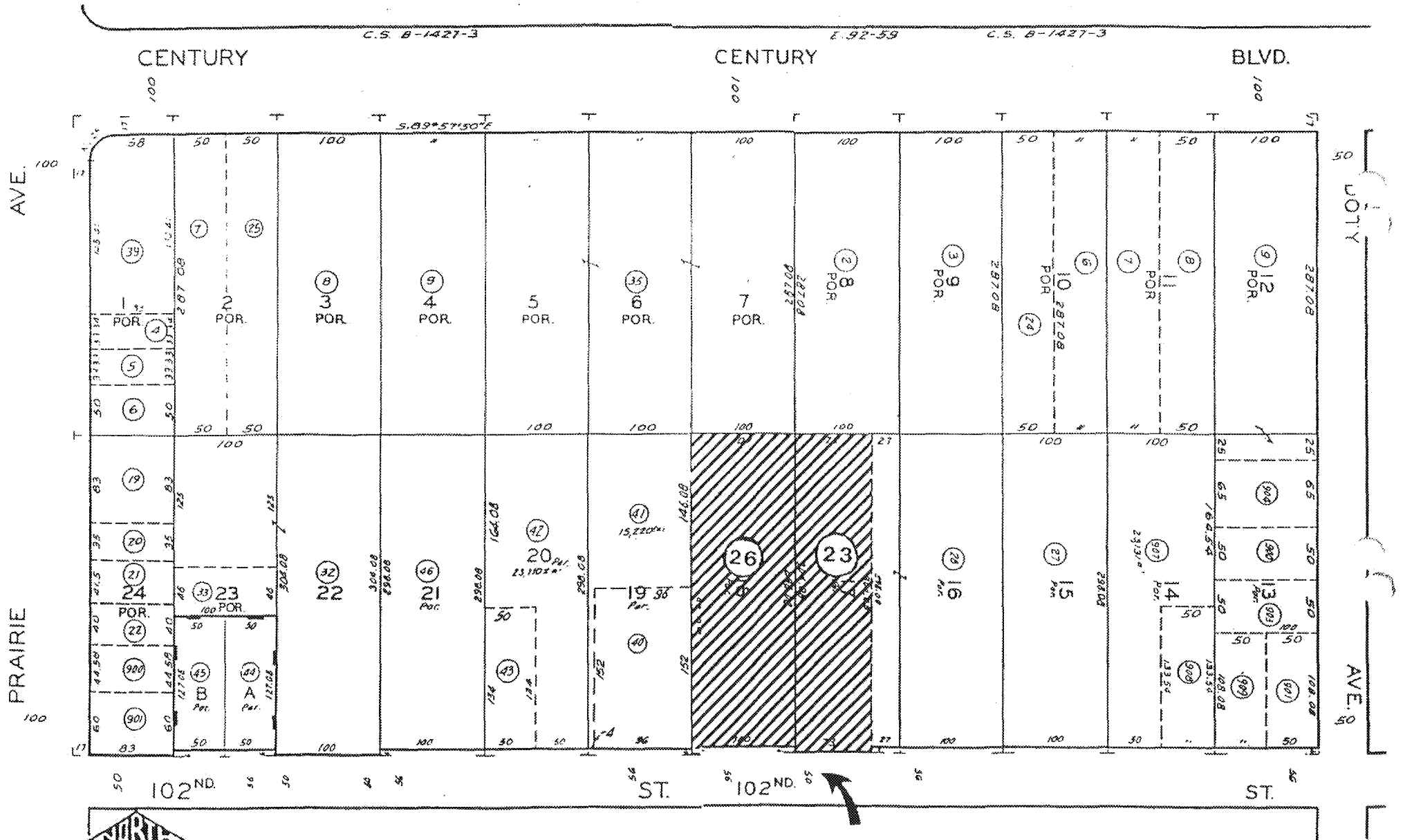
- 4126-7-5
- 4126-7-6
- 4126-7-7
- 4126-7-8
- 4126-7-9
- 4126-7-10
- 4126-7-11
- 4126-7-12
- 4126-7-13



4126 | 7
SCALE 1" = 50'

Site #14

EXHIBIT B-2
AIP-3-06-0139-N7



PARCELS TO BE ACQUIRED

4032-2-23
4032-2-26

1 RESOLUTION NO. 90-74

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
3 INGLEWOOD, CALIFORNIA APPROVING ACCEPTANCE OF FINANCIAL
4 ASSISTANCE FROM THE U.S. FEDERAL AVIATION ADMINISTRATION
5 AND EXECUTION OF NECESSARY GRANT AGREEMENT

6 WHEREAS, the City of Inglewood has actively participated in the Los
7 Angeles International Airport Noise Control/Land Use Compatibility Study; and

8 WHEREAS, the Los Angeles International Airport Noise Control/Land Use
9 Compatibility Study provided a forum to study all feasible actions to achieve
10 noise compatibility and to provide a final plan which optimizes these actions;
11 and

12 WHEREAS, on June 6, 1984 the Board of Airport Commissioners for the City
13 of Los Angeles approved the Federal Aviation Administration Part 150 Noise
14 Compatibility Program; and

15 WHEREAS, the approved Noise Compatibility Program recommends recycling of
16 residential property in the Century and La Cienega Redevelopment Projects to
17 airport compatible land uses; and

18 WHEREAS, the City of Inglewood and City of Los Angeles have previously
19 requested Federal Aviation Administration approval to initiate acquisition and
20 redevelopment of certain property interests within the Century Redevelopment
21 Project; and

22 WHEREAS, on August 27, 1985 the City Council authorized submission of an
23 Application to the Federal Aviation Administration Airport Improvement
24 Program; and

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1 WHEREAS, On June 30, 1987 the City Council authorized submission of an
2 Application to the Federal Aviation Administration Airport Improvement
3 Program; and

4 WHEREAS, on January 24, 1989, the City Council authorized submission of
5 an application to the Federal Aviation Administration Airport Improvement
6 Program; and

7 WHEREAS, the regional office of the Federal Aviation Administration has
8 given approval to this Application and has invited the City of Inglewood to
9 execute a grant agreement; and

10 WHEREAS, on September 23, 1986, the City Council authorized execution of
11 a grant agreement for Federal Aviation Administration funds in the amount of
12 \$1,600,000 to be used in the La Cienega Redevelopment Project; and

13 WHEREAS, on February 24, 1987, the City Council authorized execution of a
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23 a fifth grant agreement for \$3,000,000.00 to be used in both the La Cienega
24 and Century Redevelopment Project Area; and

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CITY OF INGLEWOOD



INTER-DEPARTMENTAL COMMUNICATION

DATE: August 9, 1990
TO: Paul D.Eckles, City Manager
FROM: Tony DeBellis, Acting Deputy City Manager TD
SUBJECT 1989/90 FAA Grant

Staff has learned from the FAA that we will receive a \$4,000,000 grant for the 1989/90 fiscal year and we will receive a grant agreement in September. FAA has requested that we identify the sites which will be purchased with this grant. We recommend that the grant be used to complete the purchase of the K-Mart (E1) and the Pacifica Properties (CF-3) sites. The amount of the grant will allow us to do the CF-3 site all at once instead of in two phases as previously planned. If, as anticipated, we receive \$4,000,000 from the Department of Airports this Fall, there will be sufficient funds to begin the development of a new site.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0348-3046

Reporting Entity: Inglewood Redevelopment Agency Page 2 of 2

rules and regulations and other Washington developments for the purpose of advising the City on his own initiative of those items which may have a bearing on City policy or programs. The Washington Representative will contact federal agencies on the City's behalf when city applications are under consideration by such agencies and otherwise take steps to obtain the most favorable consideration of such applications.

Date of service: July 1, 1990 - June 30, 1991
Contact members: William Ferguson, Jr. and Thane A. Young

REPLY TO:

- ☐ 1100 J Street
Suite 540
Sacramento, CA 95814
- ☐ Room 2080, State Capitol
Sacramento, CA 95814
- ☐ 1100 J Street
Suite 650
Sacramento, CA 95814
- ☐ 12021 Wilshire Blvd.
Suite 213
Los Angeles, CA 90025

STATE OF CALIFORNIA

CALIFORNIA COMMISSION

ON

AVIATION AND AIRPORTS



BROOKE KNAPP
CHAIR

MARK NATHANSON
VICE CHAIR

COMMISSION STAFF:

- ☐ Christopher Thompson
Commission Consultant
(916) 323-8657
FAX: (916) 444-0581
- ☐ Elizabeth M. Bonbright, Consultant
Senate Select Committee on
Tourism & Aviation
(916) 324-3713
FAX: (916) 444-0581
- ☐ John Griffing, Consultant
Senate Office of Research
(916) 446-1727
FAX: (916) 324-0944
- ☐ Ellen H. McMahon
Special Assistant to
Brooke Knapp
(213) 471-6366
FAX: (213) 471-2837

COMMISSION MEMBERS:

- David Andrews
*Director of Aviation
County of Sonoma*
- Berry Bunch, Jr.
Captain, USAFR
- Honorable John Burton
Member of the Assembly
- Honorable Steve Clute
Member of the Assembly
- David Commons
Public Member
- Elwin (Ted) Cooke
*Chief of Police
Culver City*
- Honorable William Craven
Member of the Senate
- Darlene Crippen
Designee of Assemblyman Mountjoy
- Joseph Crotti
*Western Regional Representative
Airline Owners & Pilots Association*
- J. Edward Fleishell
Designee of Assemblyman Burton
- David B. Horner, M.D.
Public Member
- James Johnson
*Senior Vice-President
Alaska Airlines*
- Jack Kemmerly
*Chief, Division of Aeronautics
State of California*
- Arthur F. Krause
Designee of Senator Torres
- Clifton Moore
*Executive Director
Los Angeles Department of Airports*
- Honorable Richard Mountjoy
Member of the Assembly
- Melvin Nachman
Designee of Senator Robbins
- Dennis O'Dell
*Vice-President & General Counsel
PS Group, Inc.*
- Frederick W. Perkins
*International Association of
Machinists and Aerospace Workers*
- Honorable Alan Robbins
Member of the Senate
- Charles J. Topalian
Air Traffic Controller
- Honorable Art Torres
Member of the Senate
- Louis A. Turpen
*Director
San Francisco International Airport*
- Ray Vidal
*President
Cargo Management International*

November 16, 1990

Otis Ginoza, Acting Redevelopment Manager
City of Inglewood
P.O. Box 6500
Inglewood, CA 90301

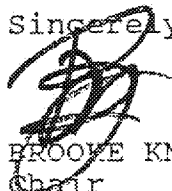
Dear Otis:

Thank you for making the effort to travel to San Francisco to speak to the Commission yesterday. The information you provided was both interesting and encouraging.

The City of Inglewood's progressive approach to land use compatibility planning is admirable.

If the Commission can be of any assistance in your efforts, please let me know.

Sincerely,


BROOKE KNAPP
Chair