

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C. 20590

GRANT AGREEMENT

Part I - Offer

Date of Offer SEP 20 1995

Los Angeles International Airport/Planning Area

Project No. 3-06-0139-NK

Contract No. DTFA08-95-C-20985

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

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

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

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

Land for noise compatibility (approx. 8 parcels); relocation assistance for noise compatibility.

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant and for the purpose of carry 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 of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the presentations 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.

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 \$2,517,368.00. For the purpose 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
\$2,517,368.00	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 the 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, 1995, 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 funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgement, 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 the project for determining the net costs on which the maximum United States' obligation will be based. Sponsor fiscal and accounting records shall clearly identify actual sources and uses of these funds.
10. It is 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 map attached hereto and identified as Exhibit "B-1" and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property map attached hereto until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interests 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.
11. 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 proceed of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a Basis proportioned to the United States share of the cost of acquisition of such land, or shall be reinvested in an approved project, pursuant to such instruction as the FAA will issue.
12. It is understood and agreed by and between the parties hereto that the Sponsor shall grant an avigation easement on land as shown on the property map; Exhibit "B-1" to the City of Los Angeles, Department of Airports, California, prior to any disposal or resale of said land.
13. 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.
14. The attached new Part V Assurances (7-94), incorporated hereto are hereby substituted in lieu of those in the sponsor's Project Application and made part hereof.

The Sponsor's acceptance of this Offer and ratification of 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
WESTERN-PACIFIC REGION

By: John P. Milligan
John P. Milligan, 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 26th day of September, 1995.

City of Inglewood, California
Name of Sponsor

By: Edward Vincent
Sponsor's Designated Official
Representative

(SEAL)

Attest: Marionette J. Harris
Title: City Clerk

Title: Edward Vincent, Mayor

CERTIFICATE OF SPONSOR'S ATTORNEY

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

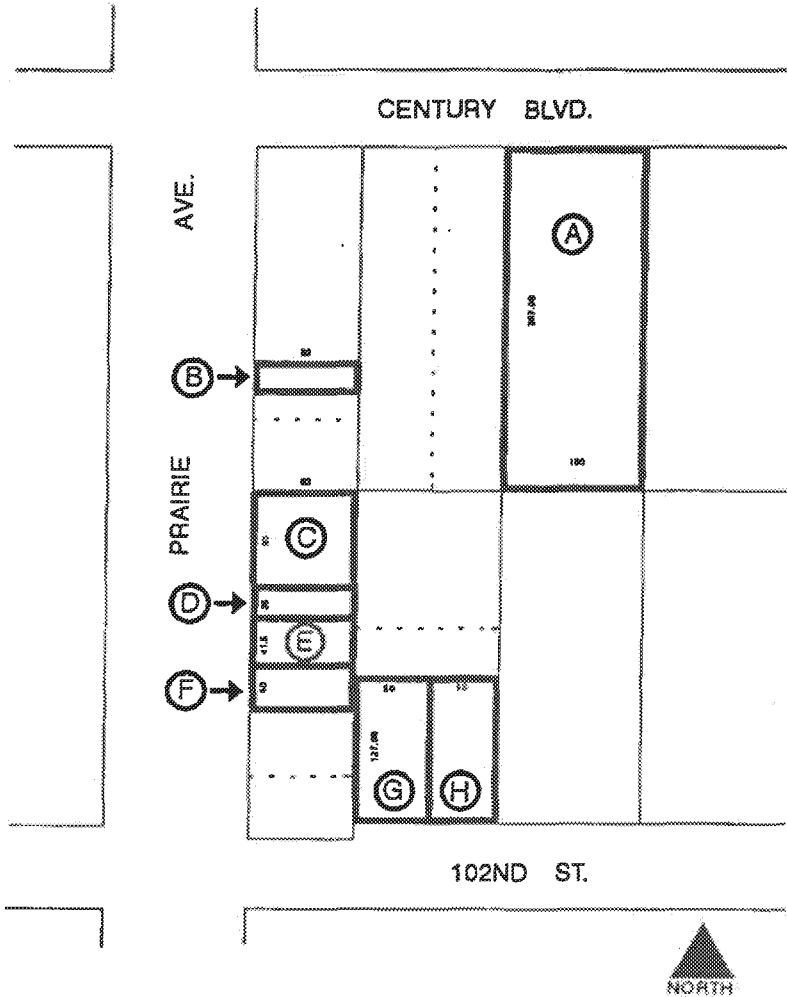
That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and the execution thereof is in all respects due and proper and 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 Inglewood this 26th day of September, 1995.

Howard Rosten
Signature of Sponsor's Attorney

EXHIBIT "B1"
A.I.P. NO. 3-06-0139-NK

PROPERTY ACQUISITION MAP



PROPERTIES TO BE ACQUIRED

- A - 3930 W. CENTURY BL.
4032-001-008
- B - 10020 PRAIRIE AVE.
4032-001-004
- C - 10104 PRAIRIE AVE.
4032-001-019
- D - 10108 PRAIRIE AVE.
4032-001-020
- E - 10112 PRAIRIE AVE.
4032-001-021
- F - 10116 & 10118 PRAIRIE AVE.
4032-001-022
- G - 3947 W. 102ND ST.
4032-001-045
- H - 3941 & 3943 W. 102ND ST.
4032-001-046

ASSURANCES
Nonairport Sponsors Undertaking Noise Compatibility Program Projects

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 the project, but in any event not to exceed twenty (20) years from the date of the 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 - 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 - U.S.C. 4151, et seq.
- n. Airport and Airways 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
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction

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 to the Civil Rights Act of 1964.
- c. 49 CFR Part 23 - Participation of 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 - Governmentwide debarment and suspension (non-procurement) and governmentwide requirements for drug-free workplace (grants).
- g. 49 CFR Part 30 - Denial of public work 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 and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- 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.
- m. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.
- n. 49 CFR Part 20 - New restrictions on lobbying.

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 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 making 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 an 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 or 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 should 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 no later than six (6) months following the close of the fiscal year for which the audit was conducted.

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 project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in administrative, executive, 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 benefitting 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 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, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services as 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 for airport noise compatibility purposes, it will dispose of the land, when the land is 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 under (a) will be subject to the retention or reservation of 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 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.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region

P.O. Box 92007
Worldway Postal Center
Los Angeles, CA 90009

OCT 13 1995

FILE COPY

Dear Airport Sponsor:

This letter is a reminder that the annual "Report of Certified DBE Contractors" used on FAA-assisted contracts "Report of DBE Goal Accomplishments of fiscal year 1995 (DOT Form 4630)," and your Overall DBE Goals and Methodologies for fiscal year 1996 (October 1, 1995 - September 30, 1996) are due in our office. Please provide this information by November 15, 1995.

DOT Form 4630 is used to report awards of FAA-assisted contracts under the Disadvantaged Business Enterprise Program. These contract awards were made during the period covered by the sponsor's previously approved overall DBE goal (October 1, 1994 - September 30, 1995).

Please call our office if you would like copies of the most recent decisions made by the Departmental Office of Civil Rights (DOCR) in response to appeals by firms denied certification as disadvantaged business enterprises (DBE) or other certification matters pursuant to 49 CFR Part 23. The decisions are dated June 6 and 21, 1995. These decisions apply only to the actions that were contested and are not binding on other recipients.

Also enclosed are copies of a sample format (DBE goals and Methodology-Appendix 4), DOT Form 4630 and Report of Certified DBE Contractors.

If you have any questions, please contact Mr. Rudy Andrade at 310/725-3945 or Ms. Patricia Bynum at 310/725-3946.

Sincerely,


Judith A. Crosby
Manager, Civil Rights Staff

Enclosures

REPORT OF CERTIFIED DBE CONTRACTORS USED ON FAA-ASSISTED CONTRACTS

Name of Airport: _____

Airport Sponsor: _____

City/State: _____

Preparer: _____

Telephone No.: _____

Date: _____

List below information about DBE's that performed work on FAA-assisted contracts during the goal period which just expired. If no DBE firms participated on FAA-assisted contracts, write "None" below.

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____

Type of Work: _____

\$ Amount of Work: \$ _____

AIP Grant No.: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____

Type of Work: _____

\$ Amount of Work: \$ _____

AIP Grant No.: _____

(Use additional sheets as necessary.)

SAMPLE FORMAT - OVERALL DBE GOAL METHODOLOGY

Airport Sponsor: City of New Hope, Oregon
Name of Preparer: Richard Smith Tel. No.:
Goal Period: From: 1/1/89 Thru: 12/31/89
Overall DBE Goal: 13.9%*

*If the goal is less than 10%, attach required justification.

Methodology for Establishing Overall Goal:

<u>Project Items</u>	<u>\$ Amount *</u>	<u>\$ DBE *</u>
Prof. Serv.:	50,000	45,000
Construction:	600,000	80,500
Equipment:	250,000	-0-
Land:	(100,000) **	-0-
Noncontract:	(40,000) **	-0-
Total	900,000	125,500 (13.9%)

PROFESSIONAL SERVICES:

<u>Item Description</u>	<u>\$ Amount</u>	<u>\$ DBE</u>
Plans & Design	4,000	4,000
Inspection & Supervision	4,500	-0-
Consultant	40,000	40,000
Real Estate Appraisal	500	-0-
Real Estate Survey	500	500
Audit	500	500
Total	50,000	45,000 (90.0%)

* The Federal share of all estimated contract costs shown is 90%.

** Land, in-house work, and other noncontractual costs are not included in the goal-setting or reporting process.

Note: Sponsors and their contractors may meet DBE goals by using the breakout in the methodology or by using any other breakout.

Appendix 4

Construction: Contract 1: Improve access road.

<u>Item Description</u>	<u>\$ Amount</u>	<u>\$ DBE</u>
Remove Curb	1,500	1,500
Remove Bituminous Paving	5,000	5,000
Excavation	2,000	2,000
Storm Sewers	2,000	-0-
Catch Basins	4,000	-0-
Manholes	2,000	-0-
Concrete Walk	4,000	-0-
Combined Curb & Gutter	8,000	-0-
Paving	144,500	-0-
Electric	1,000	1,000
Marking	500	500
Total	174,500	10,000

(Contract
Goal: 5.7%)

Contract 2: Construct Hold Apron - RW 18L

<u>Item Description</u>	<u>\$ Amount</u>	<u>\$ DBE</u>
Clearing	5,000	5,000
Excavation	40,000	10,000
Paving	325,000	-0-
Trucking	35,000	35,000
Landscaping	15,000	15,000
Lighting	5,000	5,000
Marking	500	500
Total	425,500	70,500

(Contract
Goal: 16.6%)

EQUIPMENT:

<u>Item Description</u>	<u>\$ Amount</u>	<u>\$ DBE</u>
Fire Truck	250,000	-0-

LAND:

<u>Item Description</u>	<u>\$ Amount</u>	<u>\$ DBE</u>
Easement	100,000	

NONCONTRACTUAL:

<u>Item Description</u>	<u>\$ Amount</u>	<u>\$ DBE</u>
Tree Removal (Force Account)	30,000	
Administration	9,900	
Advertising	100	
Total	40,000	

Previous Year's Goals: DBE: 12.5%

Previous Year's Accomplishments: DBE: 13.1%

Explanation for Not Achieving Previous Year's Goals (if applicable):

Not Applicable.

Explanation for Not Increasing Goal Above Previous Year's Accomplishments (if applicable):

Not Applicable.

Narrative Description of Overall DBE Goal Methodology. Include Information on (1) Recruitment Area(s) and (2) Any Additional AIP Projects Expected During the Goal Period.

For the two construction projects, our recruiting area consists of the county encompassing the airport and the 4 adjacent counties. Our estimates are based on the availability of qualified DBE's, as listed in our Directory and the State DOT Directory, and the fact that the work is similar to work performed last year. We know of a DBE based outside the metropolitan area who is capable of performing other work under Construction Contract #1, but that firm has been unwilling in the past to travel to our job sites for contracts of this size.

The estimates for professional services reflect our search state-wide. We utilized a DBE 2 years ago who we expect to compete and be the best qualified for portions of the work. Once the scope of the work has been determined, a goal will be established for each prime contract having subcontracting possibilities. The goals will reflect the DBE potential shown in the breakdown of the work items.

Regarding purchase of the firetruck, we are unaware of any manufacturers that are DBE's. Because there are no subcontracting opportunities, a contract goal will not be established.

One additional AIP project is planned for the goal period. Our engineers have not yet completed estimates for the expansion of the North Terminal. When these are completed, we will submit a revised overall DBE goal.

REPORT OF DBE GOAL ACCOMPLISHMENTS (Instructions)

DOT Form 4630 must be submitted annually by each sponsor having an approved DBE program. The form should be submitted to the FAA Regional Civil Rights Staff with the updated DBE goal information. The form should reflect contract awards that were made during the period covered by the sponsor's previously approved overall DBE goal. For some sponsors, this period may be the Federal fiscal year, while for others, a different 12-month period. Sponsors of more than one airport should submit a separate report for each obligated location.

Use this form to report all FAA-assisted contract awards covered by the DBE program, including professional and consultant services, construction, supplies, and vehicles and equipment.

DO NOT REPORT: (1) FAA-assisted contracts to purchase land; (2) Non-Federal contracts (those not assisted by the FAA's Airport Improvement Program (AIP)); (3) AIP grant funds used for "force account" or for other noncontractual work.

While land purchases are not reported, all other contracts let under land acquisition projects, such as for appraisal and survey, are to be reported.

When the dollar value of a contract is requested, report the Federal (FAA) share only; do not include any state or local matching funds. Round all values to the nearest dollar.

1. Name of the sponsor. 2. Name of Airport.
3. Name and telephone number of person who prepared report.
4. The beginning and ending dates of the goal period for which the report is submitted.
5. The sponsor's approved overall DBE goal for the period indicated in item 4.
6. The AIP project number(s) for the prime and subcontracts reported in item 7 and item 9.
7. The total number and dollar value of all prime contracts awarded during the goal period.
8. The number and dollar value of prime contracts reported in item 7 that were awarded to DBE's.
9. The total number and dollar value of subcontracts awarded to DBE's by non-DBE prime contractors during the goal period. Report only those subcontracts actually executed during the goal period, regardless of when the prime contract was awarded.
10. This is the sum of the prime and subcontracts to DBE's reported in items 8 and 9.
11. Divide the dollar value in 10(b) by the dollar value in 7(b) to obtain the actual DBE percentage participation for the goal period.
12. This is a breakout of the prime and subcontracts reported in item 10 by type of work performed by the DBE's. Indicate number and dollar value of awards to women-owned firms under category designated "Women." Indicate number and value of awards to all DBE firms, including women-owned, under category designated "Total DBE." If the contract involves more than one type of work, report only the predominant type based on cost.
13. This is a breakout of the prime and subcontract awards to DBE's reported in item 10 by the disadvantaged group of the firms' owners. The category "Other Disadvantaged" refers to DBE's owned and operated by individuals who have been determined by the sponsor on a case-by-case basis to be socially and economically disadvantaged. The definitions of the disadvantaged groups are found in 49 CFR 23.62, as amended on October 21, 1987 and May 23, 1988. In the case of split ownership by two or more disadvantaged individuals, the DBE participation should be reported for the group which owns the largest share. If the ownership is equal, the DBE participation should be reported for the group which is listed first on the form.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports Division

P.O. Box 92007
Worldway Postal Center
Los Angeles, CA 90009

SEP 20 1995

Mr. Jesse Lewis, Director
The Inglewood Redevelopment Agency
One Manchester Blvd
Inglewood, CA 90301

FILE COPY

Dear Mr. Lewis:

City of Inglewood
AIP Project No. 3-06-0139-NK
Grant Offer

The Los Angeles International Airport, Fiscal Year 1995 Airport Improvement Program No. AIP 3-06-0139-NK, Contract DTFA08-95-C-20985 has been approved. Enclosed are the original and four copies of a Grant Offer, under which the United States commits itself to participate in the allowable cost of the project not to exceed \$2,517,368.00.

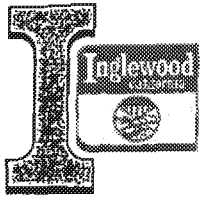
Your acceptance of the Grant Offer will obligate the Sponsor to accomplish the described development. An official of the Sponsor shall accept the offer on or before the date specified in Condition 6, Page 2, of the Grant Offer by signing the enclosed instruments in the space provided.

The date of the execution of the Grant Offer should be the same as, or later than, the date of the resolution. The certificate of Sponsor's attorney shall be the same as, or later than, the date of execution. When the documents are fully executed, certified, attested and appropriate seals are impressed, please return the original and three copies of the Grant Agreement to this office.

Sincerely,

John P. Milligan
Supervisor, Standards Section

Enclosures



CITY OF INGLEWOOD CALIFORNIA
ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1750
FAX (310) 412-5168



The Inglewood Redevelopment Agency
(310) 412-5290

October 25, 1995

FILE COPY

Judith Crosby
Manager, Civil Rights Staff
P.O. Box 92007
Worldway Postal Center
Los Angeles, California 90009

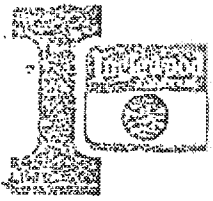
Ms. Crosby:

This letter is in response to the Department of Transportation's annual reporting request for information on certified DBE contractors. It is our understanding, based on correspondence with Steve Rodriguez (see attachment), that our program was exempt from DBE requirements. Since the Agency's purpose of using grant funds to purchase land has not changes since 1986, it is my assumption that we do not need to complete Form 4630.

If you have any questions, please feel free to call me.

Yours truly,

David Lamdagan
Development Specialist



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

August 8, 1986

Mr. Steve Rodriguez
Civil Rights Staff, AWP-9
Western-Pacific-Region
P. O. Box 92007
World Way Postal Center
Los Angeles, CA 90009

C O P Y

Dear Mr. Rodriguez:

Thank you very much for the assistance and information that you provided during our recent telephone conversation. I was able to verify that the City of Inglewood's grant was provided to allow us to purchase land under the Noise Impact Incompatible Land Use Program.

Based on our conversation, it is my understanding that organizations which use Grant Funds to purchase land are not required to establish a Minority Business Enterprise (MBE) program. If this interpretation is incorrect, please notify me regarding the appropriate information and procedure.

Your assistance was invaluable in helping to respond to internal questions about the grant program. I hope that I will be able to contact you again should additional questions arise.

Sincerely,

Gill D. Robinson
Senior Personnel Analyst

GDR/rls

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C. 20590

GRANT AGREEMENT

Part I - Offer

Date of Offer SEP 20 1977

Los Angeles International Airport/Planning Area

Project No. 3-06-0139-NK

Contract No. DTFA08-95-C-20985

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

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

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

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

Land for noise compatibility (approx. 8 parcels); relocation assistance for noise compatibility.

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant and for the purpose of carry 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 of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the presentations 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.

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 \$2,517,368.00. For the purpose 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
\$2,517,368.00	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 the 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, 1995, 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 funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgement, 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 the project for determining the net costs on which the maximum United States' obligation will be based. Sponsor fiscal and accounting records shall clearly identify actual sources and uses of these funds.
10. It is 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 map attached hereto and identified as Exhibit "B-1" and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property map attached hereto until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interests 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.
11. 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 proceed of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a Basis proportioned to the United States share of the cost of acquisition of such land, or shall be reinvested in an approved project, pursuant to such instruction as the FAA will issue.
12. It is understood and agreed by and between the parties hereto that the Sponsor shall grant an avigation easement on land as shown on the property map, Exhibit "B-1" to the City of Los Angeles, Department of Airports, California, prior to any disposal or resale of said land.
13. 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.
14. The attached new Part V Assurances (7-94), incorporated hereto are hereby substituted in lieu of those in the sponsor's Project Application and made part hereof.

The Sponsor's acceptance of this Offer and ratification of 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
WESTERN-PACIFIC REGION

By: John P. Milligan
John P. Milligan, 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 26th day of September, 1995.

City of Inglewood, California
Name of Sponsor

By: Edward Vincent
Sponsor's Designated Official
Representative

(SEAL)
Attest: Maramba J. Davis
Title: City Clerk

Title: Edward Vincent, Mayor

CERTIFICATE OF SPONSOR'S ATTORNEY

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

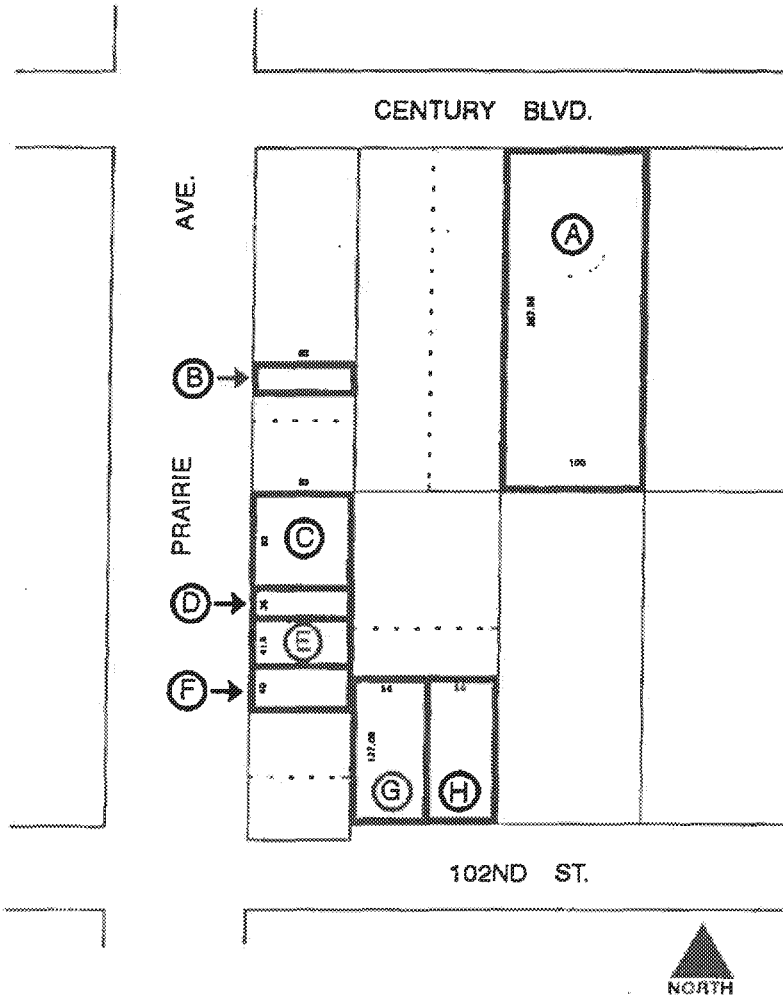
That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and the execution thereof is in all respects due and proper and 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 Inglewood this 26th day of September, 1995.

Howard Rosten
Signature of Sponsor's Attorney

EXHIBIT "B1"
A.I.P. NO. 3-06-0139-NK

PROPERTY ACQUISITION MAP



PROPERTIES TO BE ACQUIRED

- A - 3930 W. CENTURY BL.
4032-001-008
- B - 10020 PRAIRIE AVE.
4032-001-004
- C - 10104 PRAIRIE AVE.
4032-001-019
- D - 10108 PRAIRIE AVE.
4032-001-020
- E - 10112 PRAIRIE AVE.
4032-001-021
- F - 10116 & 10118 PRAIRIE AVE.
4032-001-022
- G - 3947 W. 102ND ST.
4032-001-045
- H - 3941 & 3943 W. 102ND ST.
4032-001-046

ASSURANCES
Nonairport Sponsors Undertaking Noise Compatibility Program Projects

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 the project, but in any event not to exceed twenty (20) years from the date of the 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 - 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 - U.S.C. 4151, et seq.
- n. Airport and Airways 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
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction

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 to the Civil Rights Act of 1964.
- c. 49 CFR Part 23 - Participation of 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 - Governmentwide debarment and suspension (non-procurement) and governmentwide requirements for drug-free workplace (grants).
- g. 49 CFR Part 30 - Denial of public work 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 and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- 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.
- m. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.
- n. 49 CFR Part 20 - New restrictions on lobbying.

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 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 making 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 an 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 or 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 should 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 no later than six (6) months following the close of the fiscal year for which the audit was conducted.

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 project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in administrative, executive, 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 benefitting 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 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, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services as 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 for airport noise compatibility purposes, it will dispose of the land, when the land is 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 under (a) will be subject to the retention or reservation of 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 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.

RESOLUTION NO. 95-100

FILE COPY

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4 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
5 INGLEWOOD, CALIFORNIA APPROVING ACCEPTANCE
6 OF FINANCIAL ASSISTANCE FROM THE U.S. FEDERAL
7 AVIATION ADMINISTRATION AND EXECUTION OF
8 NECESSARY GRANT AGREEMENT.
9

10 WHEREAS, the City of Inglewood has actively participated in the Los Angeles
11 International Airport Noise Control/Land Use Compatibility Study which provides a
12 final plan which optimize these actions; and

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

16 WHEREAS, the approved Noise Compatibility Program recommends recycling
17 of residential property in portions of Inglewood to airport compatible land uses; and

18 WHEREAS, the City of Inglewood has submitted four applications to the Federal
19 Aviation Administration Airport Improvement Program; and

20 WHEREAS, the regional office of the Federal Aviation Administration has given
21 approval to these applications and has invited the City of Inglewood to execute eleven
22 grant agreements totaling \$33,406,225.

23 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
24 OF INGLEWOOD AS FOLLOWS:

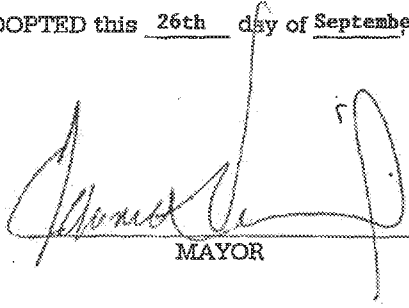
- 25 1. The City of Inglewood hereby approves the execution of a twelfth grant
26 agreement, including all understandings and assurances contained therein, with the
27 Federal Aviation Administration for participation in the Airport Improvement Program

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to recycle incompatible land uses.

2. The City Manager is hereby authorized and directed to submit all necessary documents and to act in connection with the U.S. Federal Aviation Administration grant agreement and provide such additional information as may be required.

PASSED, APPROVED AND ADOPTED this 26th day of September 1995.



MAYOR

ATTEST



CITY CLERK

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

SS.

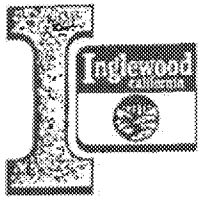
I, Gloria J. McCoy, Deputy City Clerk of the City of Inglewood, California, do hereby certify and attest the foregoing to be a full, true and correct copy of the original Resolution No. 95-100 adopted by City Council on September 26, 1995

on file in my office, and that I have carefully compared the same with the original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Inglewood this 27th day of September, 1995.

(SEAL)

Gloria J. McCoy
Deputy City Clerk of the City of Inglewood



CITY OF INGLEWOOD CALIFORNIA
ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1750

FAX (310) 412-5188



The Inglewood Redevelopment Agency
(310) 412-5290

September 27, 1995

FILE COPY

Ruben Cabalbag
Federal Aviation Administration
15000 Aviation Boulevard
Lawndale, California 90261

Mr. Cabalbag:

The City of Inglewood is pleased to submit to you four signed copies of the A.I.P. Grant Agreement for the 1994-1995. We appreciate the continued support FAA has given to Inglewood in its efforts to abate the detrimental effects of aircraft noise on residential properties through land recycling.

Sincerely,

David Lamdagan
Development Specialist

**AGENDA
INGLEWOOD, CALIFORNIA**

City Council
Meeting of September 26, 1995
7:00 p.m.

MAYOR

Edward Vincent

COUNCIL MEMBERS

Curren D. Price, Jr., District No. 1

Judy Dunlap, District No. 2

Jose Fernandez, District No. 3

Garland L. Hardeman, District No. 4

CITY CLERK

Hermanita V. Harris

CITY TREASURER

Wanda M. Brown

CITY MANAGER

Paul D. Eckles

CITY ATTORNEY

Howard Rosten

OPENING CEREMONIES

Pledge of Allegiance

Invocation

Roll call

Approval of minutes of meeting held August 29, 1995

Payment of bills

Proclamation proclaiming October 1 through 7, 1995 as Kaiser Permanente Week

Presentation - Southern California Edison Company

PUBLIC HEARINGS

1. Public hearing to consider adoption of a revised Open Space Element for the Inglewood General Space Element for the Inglewood General Plan to replace the 1973 Open Space and Parks Element.
 - a) Staff report submitting background information. *

CONTINUED TO THE MEETING OF OCTOBER 17, 1995

PUBLIC COMMENTS REGARDING AGENDA ITEMS

Persons wishing to address the City Council on any item on any agenda, other than a public hearing, may do so at this time.

REPORTS - CITY MANAGER

2. Staff report seeking a final determination concerning proposed zoning code amendments which would establish new regulations to allow jewelry stores to pawn jewelry, subject to Special Use Permit approval. *
Recommendation: Introduce ordinance.

ORDINANCE NO. 95-22 INTRODUCED

3. Staff report requesting approval to execute a second Federal Aviation Administration (FAA) Grant Agreement for the 1994-95 fiscal year, when it is available, and authorize the City Manager to execute the agreement as the City's designated official representative. *

Recommendation: a) Approve agreement when available;
b) Adopt resolution.

(a) APPROVED (b) RESOLUTION NO. 95-100 ADOPTED

CONSENT CALENDAR - APPROVED AS RECOMMENDED EXCEPT AS NOTED

These items will be acted upon as a whole unless called upon by a Council member.

15. Summons and Complaints from the following:
 - a) Alfredo Cuevas Chaves for personal injury on February 15, 1995.
 - b) Margo Zeigler et al for wrongful death on August 21, 1994.Recommendation: Approve City Clerk referral to claims administrator.
 16. Claims from the following:
 - a) Armando Jordan for personal injury on September 7, 1995.
 - b) Chandler Vernon Windham for personal injury on March 26, 1995.Recommendation: Approve City Clerk referral to claims administrator.
 17. Letters from the claims administrator recommending denial of the following claims:
 - a) Shelly Fisher III for property damage on February 16, 1995.Recommendation: Deny claims.
 18. Staff report requesting approval of lease with Inglewood City Employees Federal Credit Union. *
Recommendation: Approve lease.
 19. Staff report requesting approval of a resolution to regulate the roads at Hollypark Knolls Apartments. *
Recommendation: Adopt resolution.
- RESOLUTION NO. 95-103 ADOPTED
20. Staff report requesting approval of a twelve month grant contract in the amount of \$36,100 with the County of Los Angeles' Delinquency Prevention Program for the continuation of the Centinela Valley Juvenile Diversion Project - Counseling Intervention Program for the period July 1, 1995 through June 30, 1996. *
Recommendation: Approve agreement.
 21. Staff report requesting approval of agreement with the County of Orange for dislocated worker services provided under the Aerospace Network.
Recommendation: Approve agreement.
 22. Staff report requesting approval of modification to Agreement No. 95-238 with Kensington College, Incorporated. *
Recommendation: Approve agreement.
 23. Staff report requesting approval of On-The-Job Training Agreement with Ernest Anayo & Ifeoma Ogambo, dba ADA's, Sole Proprietorship. *
Recommendation: Approve agreement.
 24. Staff report requesting approval of agreement with Applied Academies, Inc. dba Nursing School of California for classroom training individual referrals. *
Recommendation: Approve agreement.
 25. Staff report requesting approval of agreement with Avis Contractor's License Service Center, Inc. for classroom training individual referrals. *
Recommendation: Approve agreement.
 26. Staff report requesting approval of agreement with Professional Development Institute for classroom training individual referrals. *
Recommendation: Approve agreement.
 27. Staff report requesting approval of agreement with Southern California Institute of Technology for classroom training individual referrals. *
Recommendation: Approve agreement.

AGENDA
INGLEWOOD HOUSING AUTHORITY

Roll call

Approval of minutes of meeting held August 29, 1995

H-1. Monthly Treasurer's Report as of August 31, 1995. *

Recommendation: Receive and file.

RECEIVED & FILED
ADJOURNMENT

* Copies to Council, Agency and Authority

Redwood

**AGENDA
INGLEWOOD, CALIFORNIA**

City Council
Meeting of September 26, 1995
7:00 p.m.

MAYOR

Edward Vincent

COUNCIL MEMBERS

- Curren D. Price, Jr., District No. 1
- Judy Dunlap, District No. 2
- Jose Fernandez, District No. 3
- Garland L. Hardeman, District No. 4

CITY CLERK

Hermanita V. Harris

CITY TREASURER

Wanda M. Brown

CITY MANAGER

Paul D. Eckles

CITY ATTORNEY

Howard Rosten

OPENING CEREMONIES

Pledge of Allegiance

Invocation

Roll call

Approval of minutes of meeting held August 29, 1995

Payment of bills

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Presentation - Southern California Edison Company

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 - a) Staff report submitting background information. *

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REPORTS - CITY MANAGER

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Recommendation: Introduce ordinance.
3. Staff report requesting approval to execute a second Federal Aviation Administration (FAA) Grant Agreement for the 1994-95 fiscal year, when it is available, and authorize the City Manager to execute the agreement as the City's designated official representative. *
Recommendation: a) Approve agreement when available;
b) Adopt resolution.

CONSENT CALENDAR

These items will be acted upon as a whole unless called upon by a Council member.

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 - a) Alfredo Cuevas Chaves for personal injury on February 15, 1995.
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Recommendation: Approve City Clerk referral to claims administrator.
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Recommendation: Approve agreement.
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Recommendation: Approve agreement.
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Recommendation: Approve agreement.
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Recommendation: Approve agreement.
27. Staff report requesting approval of agreement with Southern California Institute of Technology for classroom training individual referrals. *

Recommendation: Approve agreement.

AGENDA
INGLEWOOD HOUSING AUTHORITY

Roll call

Approval of minutes of meeting held August 29, 1995

H-1. Monthly Treasurer's Report as of August 31, 1995. *
Recommendation: Receive and file.

ADJOURNMENT

* Copies to Council, Agency and Authority

COPY

Inglewood, California, September 26, 1995

TO: Mayor and City Council

FROM: The Staff

Agreement with
Fridy Aviation

SUBJECT: Approval of Grant Agreement with the U.S. Federal Aviation Administration

This staff report requests that the City Council approve the execution of a second Federal Aviation Administration (FAA) Grant Agreement for the 1994-1995 fiscal year, when it is available, and authorize the City Manager to execute the agreement as the City's designated official representative.

Background

Since 1986, the City of Inglewood has received ten grants totaling \$29,406,225 from the FAA. The grants are disbursed by FAA on an annual basis to participants in its Airport Improvement Program. The funds are used to acquire parcels of land heavily impacted by aircraft noise which are then recycled to noise compatible commercial and industrial land uses.

On August 29, 1995, the City Council authorized the acceptance of its annual grant from FAA for the 1994-1995 fiscal year. Because of funding allocation levels, FAA has additional grant funds available to offer a second grant to the City of Inglewood for the 1994-1995 fiscal year.

Discussion

The second 1994-1995 Grant will be used to recycle incompatible land uses

Mayor and City Council
September 26, 1995
Page 2

within the Inglewood Noise Compatibility Project I (INCIP) area to uses which are not noise sensitive. This Grant Offer for \$2,517,365 will help the City to fulfill its obligation under the LAX Noise Control/Mitigation Program.

FAA Grant Agreements must be executed by the City each year before September 30, and are usually sent to Inglewood before the end of August. However due to budgetary lobbying efforts at the federal level in Washington D.C., FAA could not issue Inglewood's Grant Agreement until this month. In order to execute the grant, the second 1994-1995 Grant Agreement must be prepared by FAA, approved by the City Council, signed and returned to FAA on or before September 30, 1995. It is unlikely that the grant documents will be received in time to submit it to the City Council for approval before the deadline; and therefore FAA has requested that the City pre-approve the execution of the agreement although it has not been received. This is not an unusual request, in fact, this was requested for the 1993 Grant Offer for \$3,000,000.

The second 1994-1995 FAA Grant Agreement will be nearly identical to the attached 1993 FAA Grant Agreement which was executed by the City Manager on June 15, 1993. FAA has given a verbal commitment for a second 1994-1995 grant in the amount of \$2,517,365.

Mayor and City Council
September 26, 1995
Page 3

Recommendation

It is recommended that the City Council approve the execution of a second Federal Aviation Administration (FAA) Grant Agreement for the 1994-1995 fiscal year, when it is available, and authorize the City Manager to execute the agreement as the City's designated official representative.

Prepared by :

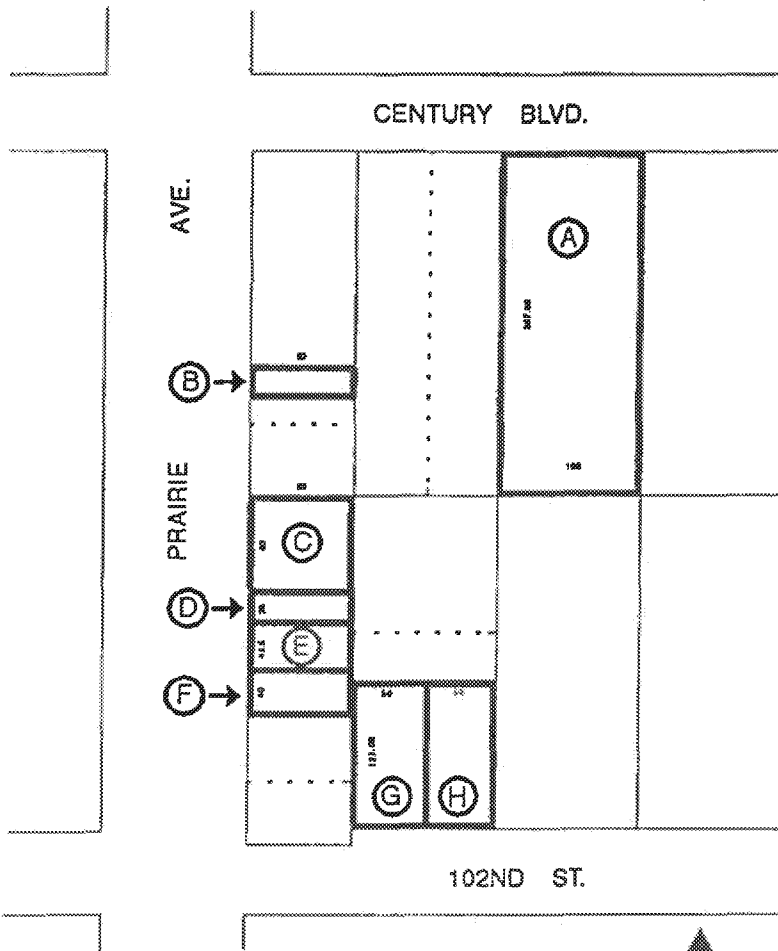
Tony DeBellis, Deputy City Manager for Community Development and Housing
Jesse Lewis, Noise Abatement Director
Otis Ginoza, Noise Abatement Coordinator
David Lamdagan, Noise Abatement Specialist

Attachments:

Map
Sample Grant Agreement
Resolution

EXHIBIT "B1"
 A.I.P. NO. 3-06-0139-NK

PROPERTY ACQUISITION MAP



PROPERTIES TO BE ACQUIRED

- A - 3930 W. CENTURY BL.
4032-001-008
- B - 10020 PRAIRIE AVE.
4032-001-004
- C - 10104 PRAIRIE AVE.
4032-001-019
- D - 10108 PRAIRIE AVE.
4032-001-020
- E - 10112 PRAIRIE AVE.
4032-001-021
- F - 10116 & 10118 PRAIRIE AVE.
4032-001-022
- G - 3947 W. 102ND ST.
4032-001-045
- H - 3941 & 3943 W. 102ND ST.
4032-001-046

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C. 20590

FILE COPY

COPY

GRANT AGREEMENT

Part I - Offer

Date of Offer MAY 3 1993

Los Angeles International Airport/Planning Area

Project No. 3-06-0139-ND

Contract No. DTFA08-93-C-20764

SAMPLE

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application for a grant of Federal funds for a project at or associated with Los Angeles International Airport/Planning Area which Project Application, as approved by the FAA, is hereby incorporated herein and made a 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 (approx 4 parcels) 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 of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the presentations 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.

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 \$3,000,000.00. For the purpose 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
\$3,000,000.00	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 the 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 June 30, 1993 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 funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgement, 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 the project for determining the net costs on which the maximum United States' obligation will be based. Sponsor fiscal and accounting records shall clearly identify actual sources and uses of these funds.
10. It is 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 map attached hereto and identified as Exhibit "B-1" and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property map attached hereto until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interests 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.
11. 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 proceed of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a Basis proportioned to the United States share of the cost of acquisition of such land, or shall be reinvested in an approved project, pursuant to such instruction as the FAA will issue.

12. It is understood and agreed by and between the parties hereto that the Sponsor shall grant an avigation easement on land within Site 13 as shown on the property map, Exhibit "B-1", to the City of Los Angeles, Department of Airports, California, prior to any disposal or resale of said land.
13. 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.
14. The attached new Part V Assurances, incorporated hereto with the Grant Offer are hereby substituted in lieu of those in the Sponsor's Project Application (INCIP III) and made a part hereof.

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
WESTERN-PACIFIC REGION

By: *John P. Milligan*
John P. Milligan, 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 15th day of June, 1993.

City of Inglewood, California
Name of Sponsor

By: EDWARD VINCENT
Sponsor's Designated Official
Representative

(SEAL)

Attest: HERMANITA V. HARRIS Title: Edward Vincent, Mayor
Title: Hermanita V. Harris, 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 relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and the execution thereof is in all respects due and proper and 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 Inglewood, CA this 15th day of June, 1993.

HOWARD ROSTEN
Signature of Sponsor's Attorney

MANCHESTER

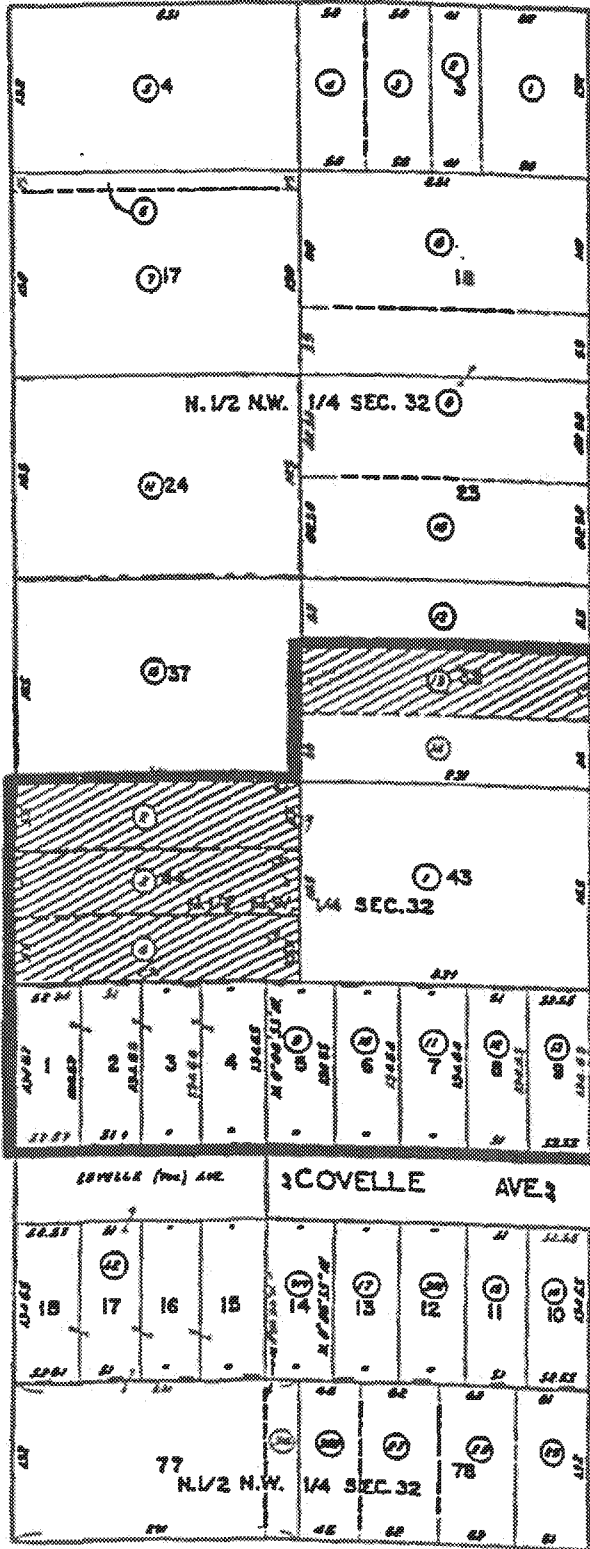
EXHIBIT "B-1"

BLVD.

OLIVE ST.

AVE. 2

AVE. 2



A.P.N./ (ADDRESS)

- 4126-007-002/404 S. Hindry Ave.
- 4126-007-003/406 S. Hindry Ave.
- 4126-007-004/408 S. Hindry Ave.
- 4126-008- 013/353 S. Glasgow Ave.

— SITE NO. 13 BOUNDARY

▨ PARCELS TO BE ACQUIRED WITH FAA GRANT "ND"

HINDRY

GLASGOW

HILLCREST

BLVD.

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.

- 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.

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RESOLUTION NO. _____

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

WHEREAS, the City of Inglewood has actively participated in the Los Angeles International Airport Noise Control/Land Use Compatibility Study which provides a final plan which optimize these actions; and

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

WHEREAS, the approved Noise Compatibility Program recommends recycling of residential property in portions of Inglewood to airport compatible land uses; and

WHEREAS, the City of Inglewood has submitted four applications to the Federal Aviation Administration Airport Improvement Program; and

WHEREAS, the regional office of the Federal Aviation Administration has given approval to these applications and has invited the City of Inglewood to execute eleven grant agreements totaling \$33,406,225.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INGLEWOOD AS FOLLOWS:

1. The City of Inglewood hereby approves the execution of a twelfth grant agreement, including all understandings and assurances contained therein, with the Federal Aviation Administration for participation in the Airport Improvement Program

1 to recycle incompatible land uses.

2 2. The City Manager is hereby authorized and directed to submit all
3 necessary documents and to act in connection with the U.S. Federal Aviation
4 Administration grant agreement and provide such additional information as may be
5 required.

6 PASSED, APPROVED AND ADOPTED this _____ day of _____, 1995.

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MAYOR

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ATTEST

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CITY CLERK

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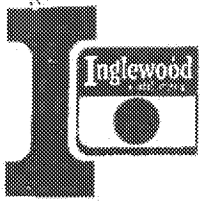
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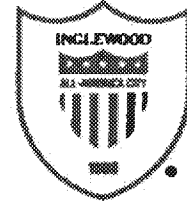
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CITY OF INGLEWOOD CALIFORNIA
ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1750
FAX (310) 412-5188



The Inglewood Redevelopment Agency
(310) 412-5290

FILE COPY

July 25, 1995

Ruben C. Cabalbag
Federal Aviation Administration
15000 Aviation Boulevard, Rm. 3E23
Hawthorne, California 90261

Dear Mr. Cabalbag:

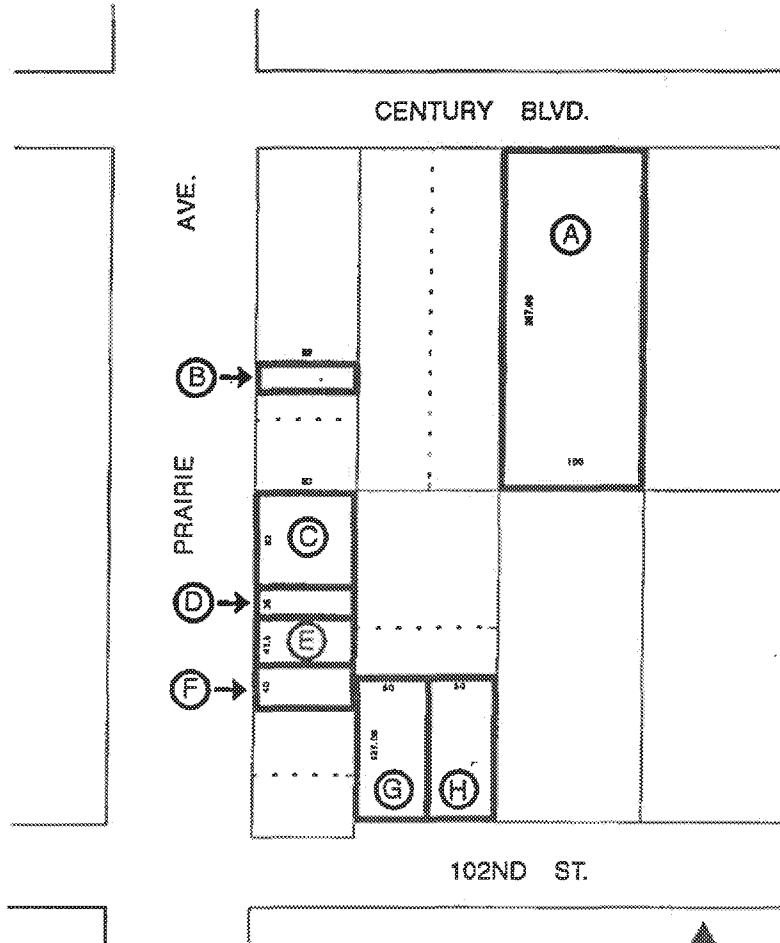
In regards to FAA's offer of an additional A.I.P. Grant in the amount of \$2,367,368 for the FY 1994-95, the City of Inglewood would be pleased to accept the grant. I have enclosed a table outlining the cost to acquire properties for the purpose of land recycling and a map showing their locations. We greatly appreciate the continued support FAA has given to Inglewood in its efforts to abate the detrimental effects of aircraft noise on residential properties through land recycling.

Sincerely,

David Lamdagan
Development Specialist

EXHIBIT "B1"
 A.I.P. NO. 3-06-0139-N

PROPERTY ACQUISITION MAP



PROPERTIES TO BE ACQUIRED

- A - 3930 W. CENTURY BL.
4032-001-008
- B - 10020 PRAIRIE AVE.
4032-001-004
- C - 10104 PRAIRIE AVE.
4032-001-019
- D - 10108 PRAIRIE AVE.
4032-001-020
- E - 10112 PRAIRIE AVE.
4032-001-021
- F - 10116 & 10118 PRAIRIE AVE.
4032-001-022
- G - 3947 W. 102ND ST.
4032-001-045
- H - 3941 & 3943 W. 102ND ST.
4032-001-046

EXHIBIT "B-2"
A.I.P. 3-06-0139-N

LAND RECYCLING COST BREAK DOWN

ITEMS OF WORK		TOTAL ESTIMATED COST	FAA FUNDS	MATCHING FUNDS
ADDRESS & A.P.N.	DESCRIPTION			
3930 W. CENTURY BL. 4032-001-008	ACQUISITION	\$825,000	\$660,000	\$165,000
	RELOCATION	594,000	475,200	118,800
	DEMOLITION	145,000	116,000	29,000
	SUBTOTAL	\$1,564,000	\$1,251,200	312,800
10020 PRAIRIE AVE. 4032-001-004 <i>site 5</i>	ACQUISITION	\$150,000	\$120,000	\$30,000
	RELOCATION	22,000	17,600	4,400
	DEMOLITION	5,246	4,197	1,049
	SUBTOTAL	\$177,246	\$141,797	\$35,449
10104 PRAIRIE AVE. 4032-001-019 <i>site 5</i>	ACQUISITION	\$150,000	\$120,000	\$30,000
	RELOCATION	22,000	17,600	4,400
	DEMOLITION	5,246	4,197	1,049
	SUBTOTAL	\$177,246	\$141,797	\$35,449
10108 PRAIRIE AVE. 4032-001-020 <i>site 5</i>	ACQUISITION	\$150,000	\$120,000	\$30,000
	RELOCATION	22,000	17,600	4,400
	DEMOLITION	5,246	4,197	1,049
	SUBTOTAL	\$177,246	\$141,797	\$35,449
10112 PRAIRIE AVE. 4032-001-021 <i>site 5</i>	ACQUISITION	\$150,000	\$120,000	\$30,000
	RELOCATION	22,000	17,600	4,400
	DEMOLITION	5,246	4,197	1,049
	SUBTOTAL	\$177,246	\$141,797	\$35,449
10116 PRAIRIE AVE. 10118 PRAIRIE AVE. 4032-001-022 <i>sites</i>	ACQUISITION	\$200,000	\$160,000	\$40,000
	RELOCATION	44,000	35,200	8,800
	DEMOLITION	10,490	8,392	2,098
	SUBTOTAL	\$254,490	\$203,592	\$50,898
3947 WEST 102ND ST. 4032-001-046 <i>site 5</i>	ACQUISITION	\$150,000	\$120,000	\$30,000
	RELOCATION	22,000	17,600	4,400
	DEMOLITION	5,246	4,197	1,049
	SUBTOTAL	\$177,246	\$141,797	\$35,449
3941 WEST 102ND ST. 3943 WEST 102ND ST. 4032-001-046 <i>site 5</i>	ACQUISITION	\$200,000	\$160,000	\$40,000
	RELOCATION	44,000	35,200	8,800
	DEMOLITION	10,490	8,392	2,098
	SUBTOTAL	\$254,490	\$203,592	\$50,898
TOTAL ACQUISITION		\$1,975,000	\$1,580,000	\$395,000
TOTAL RELOCATION		792,000	633,600	158,400
TOTAL DEMOLITION		192,210	153,768	38,442
TOTAL		\$2,959,210	\$2,367,368	\$591,842

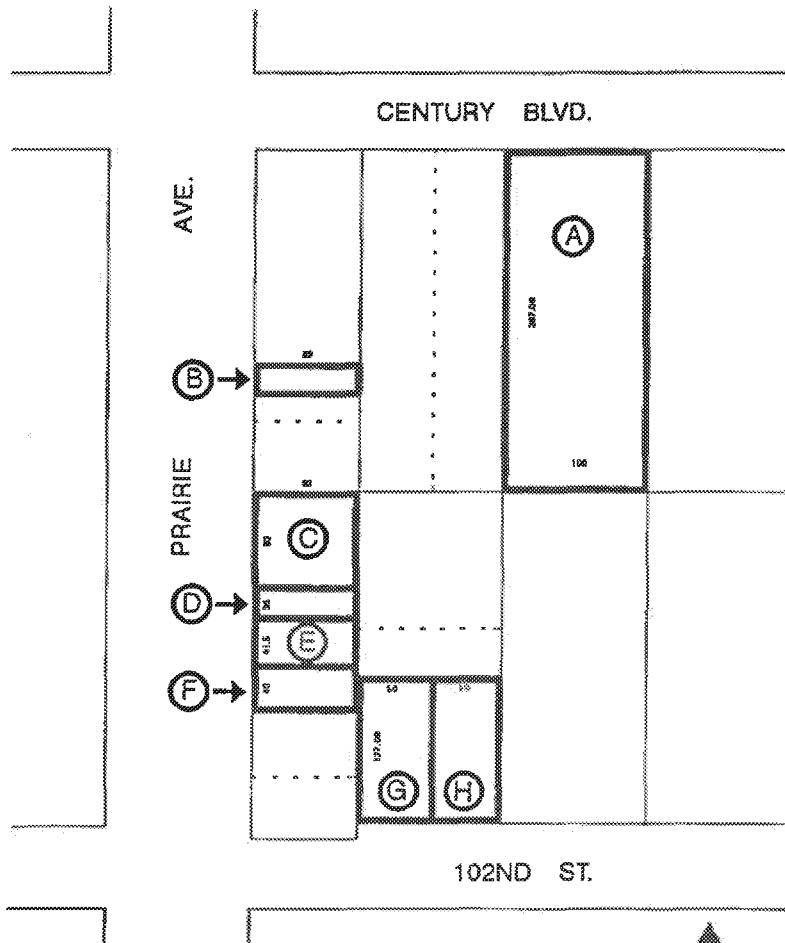
EXHIBIT "B-2"
A.I.P. 3-06-0139-N

LAND RECYCLING COST BREAK DOWN

ITEMS OF WORK		TOTAL ESTIMATED COST	FEDERAL SPONSOR'S FUNDS	FUNDS REQUESTED
ADDRESS & A.P.N.	DESCRIPTION			
3930 W. CENTURY BL. 4032-001-008 <i>27 units</i>	ACQUISITION	\$825,000	\$660,000	\$165,000
	RELOCATION	594,000	475,200	118,800
	DEMOLITION	145,000	116,000	29,000
	SUBTOTAL	\$1,564,000	\$1,251,200	312,800
10020 PRAIRIE AVE. 4032-001-004 <i>1 unit</i>	ACQUISITION	\$150,000	\$120,000	\$30,000
	RELOCATION	22,000	17,600	4,400
	DEMOLITION	5,246	4,197	1,049
	SUBTOTAL	\$177,246	\$141,797	\$35,449
10104 PRAIRIE AVE. 4032-001-019 <i>1 unit</i>	ACQUISITION	\$150,000	\$120,000	\$30,000
	RELOCATION	22,000	17,600	4,400
	DEMOLITION	5,246	4,197	1,049
	SUBTOTAL	\$177,246	\$141,797	\$35,449
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	RELOCATION	22,000	17,600	4,400
	DEMOLITION	5,246	4,197	1,049
	SUBTOTAL	\$177,246	\$141,797	\$35,449
10116 PRAIRIE AVE. 10118 PRAIRIE AVE. 4032-001-022 <i>2 units</i>	ACQUISITION	\$200,000	\$160,000	\$40,000
	RELOCATION	44,000	35,200	8,800
	DEMOLITION	10,490	8,392	2,098
	SUBTOTAL	\$254,490	\$203,592	\$50,898
3947 WEST 102ND ST. 4032-001-045 <i>1 unit</i>	ACQUISITION	\$150,000	\$120,000	\$30,000
	RELOCATION	22,000	17,600	4,400
	DEMOLITION	5,246	4,197	1,049
	SUBTOTAL	\$177,246	\$141,797	\$35,449
3941 WEST 102ND ST. 3943 WEST 102ND ST. 4032-001-046 <i>2 units</i>	ACQUISITION	\$200,000	\$160,000	\$40,000
	RELOCATION	44,000	35,200	8,800
	DEMOLITION	10,490	8,392	2,098
	SUBTOTAL	\$254,490	\$203,592	\$50,898
TOTAL ACQUISITION		\$1,975,000	\$1,580,000	\$395,000
TOTAL RELOCATION		792,000	633,600	158,400
TOTAL DEMOLITION		192,210	153,768	38,442
TOTAL		\$2,959,210	\$2,367,368	\$591,842

EXHIBIT "B1"
A.I.P. NO. 3-06-0139-N

PROPERTY ACQUISITION MAP



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4032-001-022
- G - 3947 W. 102ND ST.
4032-001-045
- H - 3941 & 3949 W. 102ND ST.
4032-001-048

A. Single Family House

1. acquisition: \$150,000
2. relocation: \$22,000
3. demolition: \$5,246

B. Trailer Park

- single family house

1. acquisition: \$100,000
2. relocation: \$22,000
3. demolition: \$5,246

- trailer

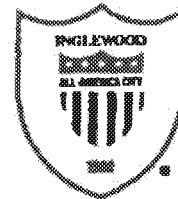
1. acquisition: \$25,000
2. relocation: \$22,000
3. demolition: \$5,000

C. Duplex

1. acquisition: \$25,000
2. relocation: \$22,000
3. demolition: \$5,246



CITY OF INGLEWOOD CALIFORNIA
ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1750
FAX (310) 412-5188



The Inglewood Redevelopment Agency
(310) 412-5290

July 17, 1995

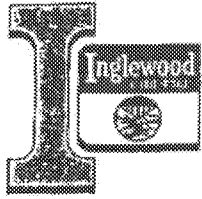
Ruben C. Cabalbag
Federal Aviation Administration
15000 Aviation Boulevard, Rm. 3E23
Hawthorne, California 90261

Dear Mr. Cabalbag:

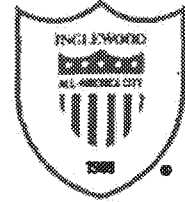
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Sincerely,

David Lamdagan
Development Specialist



CITY OF INGLEWOOD CALIFORNIA
ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1750
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July 17, 1995

Ruben C. Cabalbag
Federal Aviation Administration
15000 Aviation Boulevard, Rm. 3E23
Hawthorne, California 90261

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Sincerely,

David Lamdagan
Development Specialist

4032

SCALE 1" = 80'

1994

CENTURY

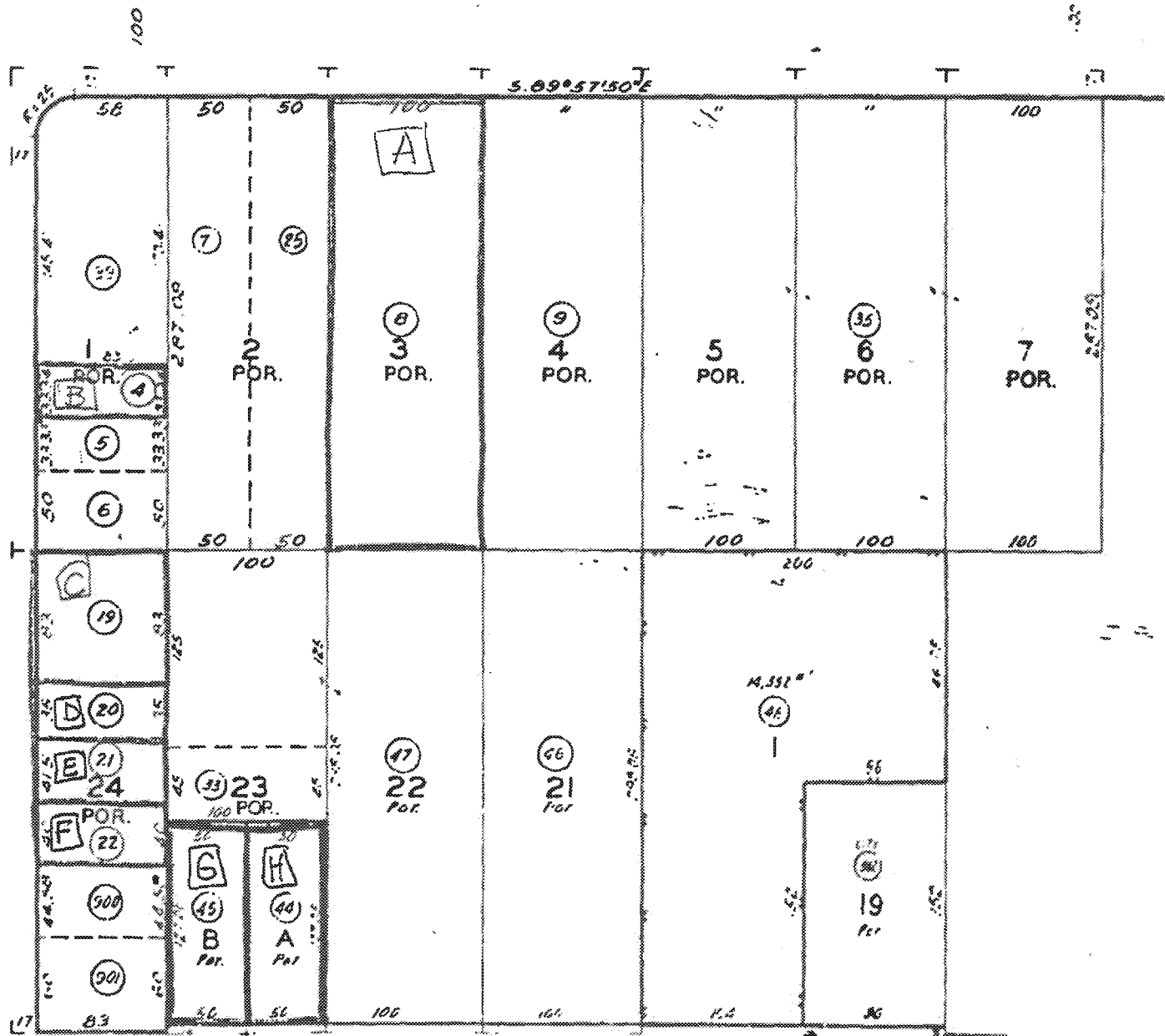
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BLVD.

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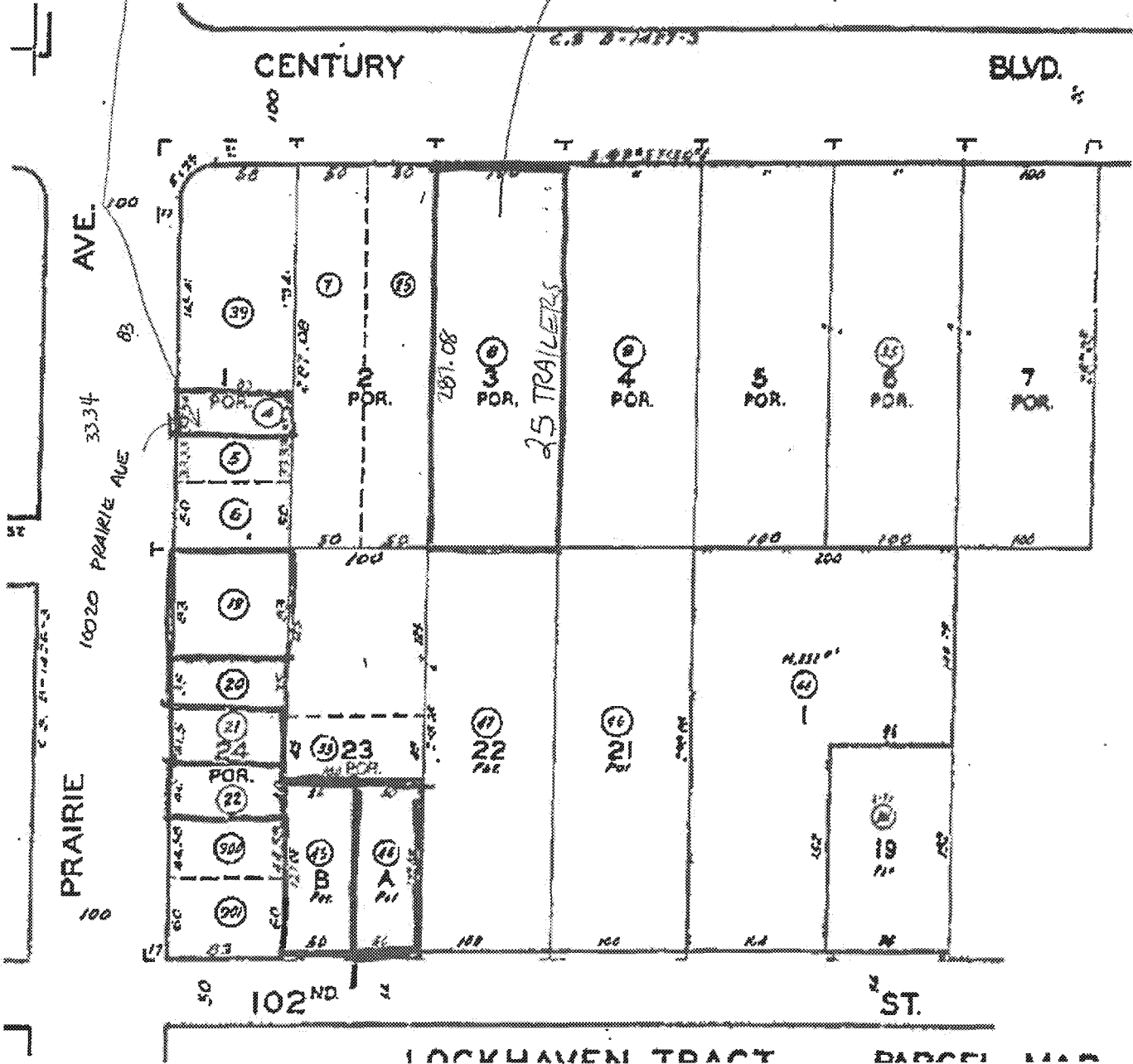
PRAIRIE

101^{ST.}
ST.



4032-001-004

4032-001-008
3930 West Century
Edmonds Trailer
Park



LOCKHAVEN TRACT BARCEL MAP

A: 40020 PRAIRIE AVENUE / U.S.A. REALTY 830-0510
4032-001-004

B: 3930 WEST CENTURY BLVD,
4032-001-008

From: Otis Ginoza
To: Jesse Lewis
Subject: FAA Grants

=====NOTE=====

FAA called Dave and has offered us a second grant for the 94/95 fiscal year (in addition to the \$4,000,000 NJ grant) in the amount of \$2,367,368. They have extra money because John Wayne Airport couldn't use their grant. FAA needs to know if we want this grant and where we want to spend it. FAA needs to know very soon.

Dave and I recommend that we take the grant even if we have to use Agency funds for the match. The best places to spend the money would be either the trailer park on Century or start on the shopping center site between Price Club and Ralphs. Since we don't know where the match will come from we should spend the grant in the Century project area rather than the Specific Plan area.

use to purchase
trailer park on Century Bl.
and single family house
on prairie.

ACQUISITION COST:

- Acquisition (appraised value)	
- Acquisition Consultant Fee	\$ 2,000/parcel
- Phase I Report	\$ 500/parcel
- Legal Fee	\$12,500/parcel
- Appraisals	\$ 3,000/parcel
a. appraisal (\$2,000)	
b. review appraisal (\$1,000)	
TOTAL	<u> </u> + appraised value

RELOCATION COSTS:

- Relocation Consultant	\$ 2,000/parcel
- Relocation Payments	<u>\$20,000/parcel</u>
TOTAL	\$22,000

DEMOLITION COSTS:

- Demolition	\$10,000
a. asbestos consultant	
b. asbestos removal	
c. demolition removal	

trailers : 25,000/ea

4032

SCALE 1" = 80'

1994

C.S. B-1427-3

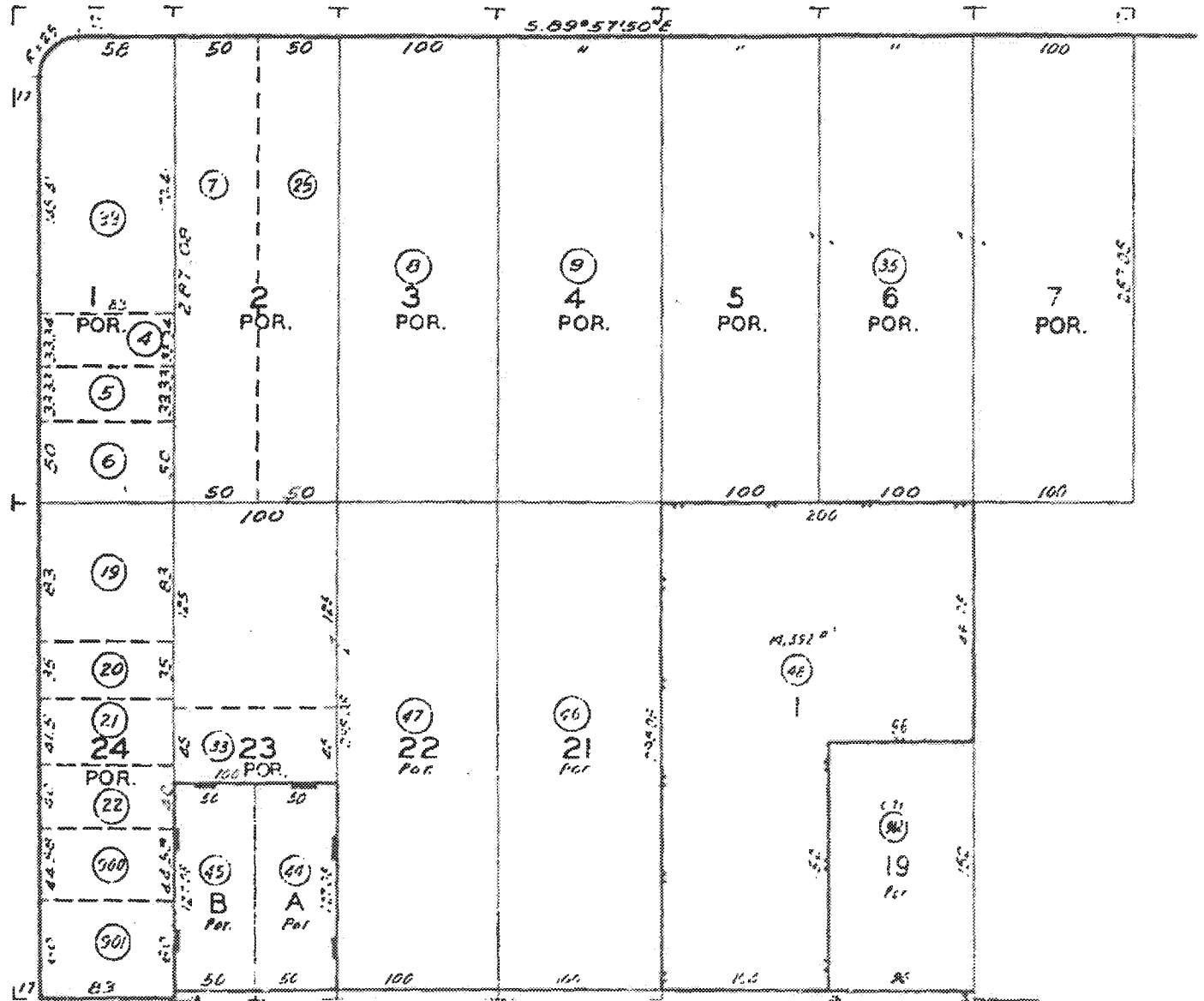
CENTURY

BLVD.

AVE.

PRAIRIE

101 ST.
ST.



CODE

Inglewood, California, September 16, 1997

TO: Mayor and City Council
FROM: The Staff
SUBJECT: Approval of Grant Agreements with the U.S. Federal Aviation Administration

FILE COPY

This staff report requests that the City Council approve the execution of two Federal Aviation Administration (FAA) Grant Agreements for the 1996-1997 fiscal year, when they are available, and authorize the Mayor to execute the agreements as the City's designated official representative.

Background

FAA annually disburses grants to participants in its Airport Improvement Program (AIP). The City uses the funds to acquire parcels of land impacted by aircraft noise that are then recycled to noise compatible commercial and industrial land uses.

Discussion

The 1996-1997 Grants will be used to recycle incompatible land uses identified in the Inglewood Noise Compatibility Project (INCIP) grant application No. III and IV to land uses that are not noise sensitive (see attached maps), and therefore help the City fulfill its obligation under the LAX Noise Control/Mitigation Program. FAA has advised the City that the first of the two 1996-1997 Grant Offers will be for \$3,000,000 and the second for \$7,561,491. Although both of these grants will be used for land recycling, future agreements, excluding those designated for the Darby-Dixon Project, will be allocated at a ratio of 50:50 for land recycling and sound insulation activities consistent with Council policy.

Mayor and City Council
September 16, 1997
Page Two

AIP participants must execute the FAA Grant Agreements and/or approve for execution before September 30th of each year. Inglewood usually receives the grant documents from FAA in August; however, due to budgetary adjustments being made at the federal level in Washington, D.C., FAA could not issue Inglewood's Grant Agreements until September. To meet the deadline for the 1996-1997 Grant Agreements, FAA would have to prepare the grant agreements and have them signed by the City Council and returned to FAA on or before September 30, 1997. It is unlikely that the staff will receive the grant documents in time to submit it to the City Council for their approval before the deadline. Therefore, FAA has requested that the City pre-approve the execution of the agreements although we have not received them. This method for approval of grant offers has been used during past funding approvals.

The 1996-1997 FAA Grant Agreements will be nearly identical to the attached 1995-1996 FAA Grant Agreement that the City Manager executed on September 20, 1996.

Recommendation

It is recommended that the City Council approve the execution of two FAA Grant Agreements for the 1996-1997 fiscal year, when they are available, and authorize the Mayor to execute the agreements as the City's designated representative.

Mayor and City Council
September 16, 1997
Page Three

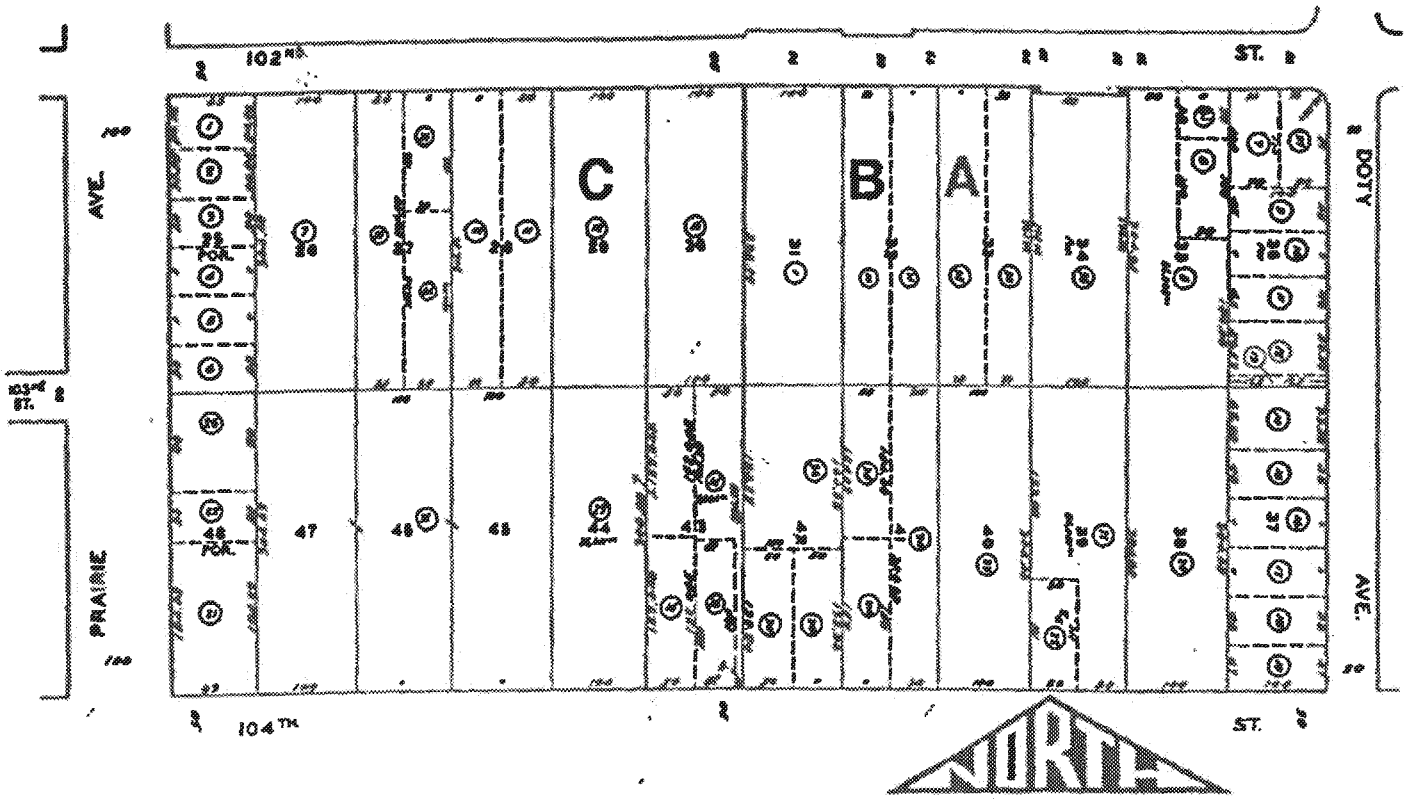
Prepared by :

Tony DeBellis, Deputy Administrative Officer
Jesse Lewis, Noise Abatement Director
David Lamdagan, Noise Abatement Specialist

Attachments:

Maps
1995-1996 FAA Grant Agreement
Resolution

EXHIBIT "B1"
GRANT NO. 3-06-0139-NM



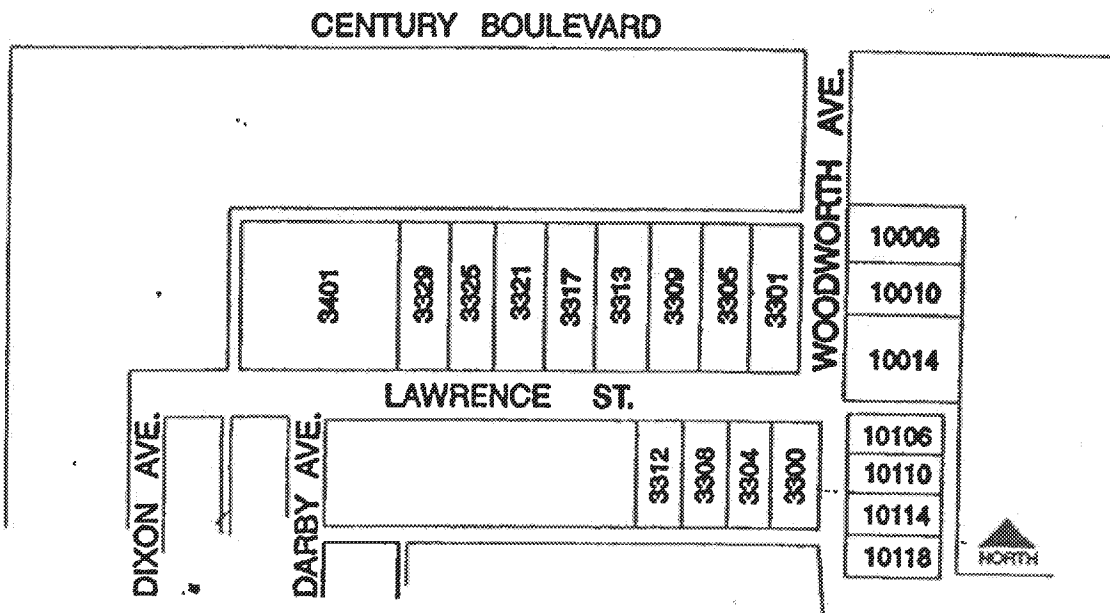
A - 3836 West 102nd Street
 4032-007-032
 INCIP IV, SITE 28

C - 3910 West 102nd Street
 4032-008-012
 INCIP IV, SITE 24

B - 3844 West 102nd Street
 4032-007-036
 INCIP IV, SITE 27

EXHIBIT B1

GRANT NO. 3-06-0139-N



- 3401 LAWRENCE ST., 4030-002-013, 30 UNITS
- 3329 LAWRENCE ST., 4030-002-008, 6 UNITS
- 3325 LAWRENCE ST., 4030-002-007, 6 UNITS
- 3321 LAWRENCE ST., 4030-002-008, 6 UNITS
- 3317 LAWRENCE ST., 4030-002-005, 6 UNITS
- 3313 LAWRENCE ST., 4030-002-004, 6 UNITS
- 3309 LAWRENCE ST., 4030-002-003, 6 UNITS
- 3305 LAWRENCE ST., 4030-002-002, 6 UNITS
- 3301 LAWRENCE ST., 4030-002-001, 6 UNITS
- 10006 WOODWORTH AVE., 4030-008-015, 6 UNITS
- 10010 WOODWORTH AVE., 4030-008-016, 6 UNITS
- 10114 WOODWORTH AVE., 4030-008-006, 12 UNITS
- 10106 WOODWORTH AVE., 4030-007-031, 6 UNITS
- 10110 WOODWORTH AVE., 4030-007-030, 6 UNITS
- 10114 WOODWORTH AVE., 4030-007-029, 6 UNITS
- 10118 WOODWORTH AVE., 4030-007-028, 6 UNITS
- 3312 LAWRENCE ST., 4030-005-018, 6 UNITS
- 3308 LAWRENCE ST., 4030-005-019, 6 UNITS
- 3304 LAWRENCE ST., 4030-005-020, 5 UNITS
- 3300 LAWRENCE ST., 4030-005-021, 5 UNITS

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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INGLEWOOD, CALIFORNIA APPROVING ACCEPTANCE OF
FINANCIAL ASSISTANCE FROM THE U.S. FEDERAL
AVIATION ADMINISTRATION AND EXECUTION OF
NECESSARY GRANT AGREEMENTS.**

WHEREAS, the City of Inglewood has actively participated in the Los Angeles International Airport Noise Control/Land Use Compatibility Study which provides a final plan which optimizes these actions; and

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

WHEREAS, the approved Noise Compatibility Program recommends recycling of residential properties in portions of Inglewood to airport compatible land uses; and

WHEREAS, the City of Inglewood has submitted five applications to the Federal Aviation Administration Airport Improvement Program; and

WHEREAS, the regional office of the Federal Aviation Administration has given approval to four of the five applications, with the fifth application pending Federal Aviation Administration approval, and has invited the City of Inglewood to execute thirteen grants totaling \$39,923,593.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INGLEWOOD AS FOLLOWS:

1. The City of Inglewood hereby approves the execution of a fourteenth and fifteenth grant agreement, including all understandings and assurances

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contained therein, with the Federal Aviation Administration for participation in the Airport Improvement Program to recycle incompatible land uses.

- 2. The Mayor is hereby authorized and directed to submit all necessary documents and to act in connection with the two U. S. Federal Aviation Administration grant agreements and provide such additional information as may be required.

PASSES, APPROVED AND ADOPTED this _____ day of September, 1997.

MAYOR

ATTEST

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY