

CITY OF INGLEWOOD CALIFORNIA
ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1750
FAX (310) 412-5128



The Inglewood Redevelopment Agency
(310) 412-5290

February 15, 1995

FILE COPY

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

RE: Preapplication No. PFA 92-1

Dear Mr. Cabalbag:

On behalf of the City of Inglewood, I am submitting a site map and cost breakdown table identifying properties the City wishes to acquire with the 1994-1995 FAA grant for the purposes of land recycling. If there are questions, Otis Ginoza or David Landagan will be able to assist you. Thank you again for your continued assistance.

Sincerely yours,


for Jesse Lewis
Redevelopment Director

dl:JL

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

GRANT AGREEMENT

Part I - Offer

Date of Offer AUG 01 1995

Los Angeles International Airport/Planning Area

Project No. 3-06-0139-NJ

Contract No. DTFAD8-95-C-20956

FILE COPY

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. 19 parcels); relocation
assistance for noise compatibility.

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 \$4,000,000.00. 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
\$4,000,000.00	for airport development or noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of 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 Exhibit "B-2" and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property 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 proceeds 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 aviation easement on land as shown on the property map, Exhibit "B-1", and Exhibit "B-2" to the City of Los Angeles, Department of Airports, California, prior to any disposal or resale of said land.
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 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 29th day of August, 1995.

City of Inglewood, California
Name of Sponsor

(SCLC)

By: Edward Vincent
Sponsor's Designated Official
Representative

Attest: Therese V. Davis
Title: City Clerk

Title: Edward Vincent, Mayor

CERTIFICATE OF SPONSOR'S ATTORNEY

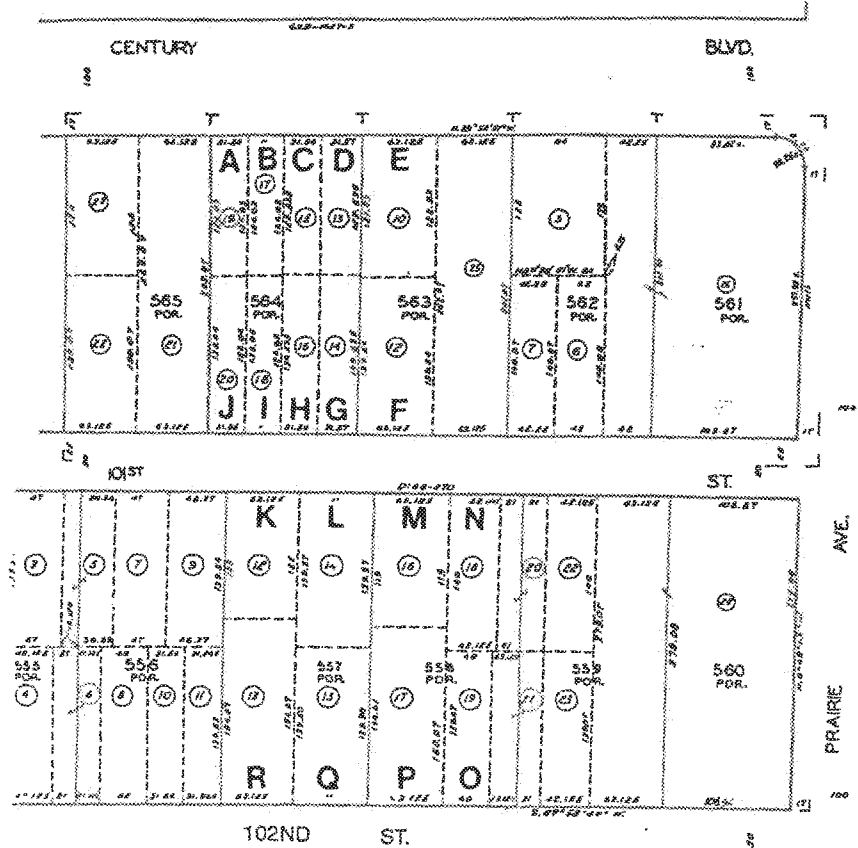
I, Howard Rosten, acting as Attorney for the Sponsor do hereby certify:

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 City of Inglewood this 29th day of August, 1995.

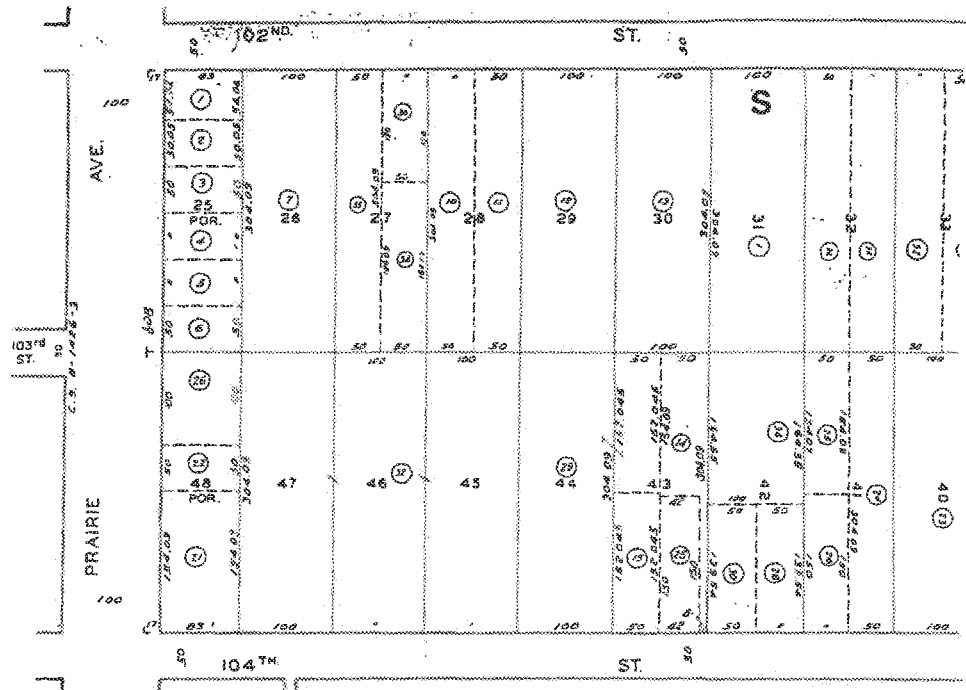
Howard Rosten
Signature of Sponsor's Attorney

EXHIBIT 'S-1'
A.I.P. NO. S-08-0139-NJ



- | | |
|---|---|
| A - 4046 WEST CENTURY BL.
(4034-004-019) | K - 4044 WEST 101ST ST.
(4034-005-012) |
| B - 4042 WEST CENTURY BL.
(4034-004-017) | L - 4036 WEST 101ST ST.
(4034-005-014) |
| C - 4040 WEST CENTURY BL.
(4034-004-015) | M - 4030 WEST 101ST ST.
(4034-005-016) |
| D - 4036 WEST CENTURY BL.
(4034-004-013) | N - 4026 WEST 101ST ST.
(4034-005-018) |
| E - 4032 WEST CENTURY BL.
(4034-004-010) | O - 4025 WEST 102ND ST.
(4034-005-019) |
| F - 4038 WEST 101ST ST.
(4034-004-012) | P - 4031 WEST 102ND ST.
(4034-005-017) |
| G - 4037 WEST 101ST ST.
(4034-004-014) | Q - 4037 WEST 102ND ST.
(4034-005-015) |
| H - 4039 WEST 101ST ST.
(4034-004-016) | R - 4043 WEST 102ND ST.
(4034-005-013) |
| I - 4043 WEST 101ST ST.
(4034-004-012) | |
| J - 4045 WEST 101ST ST.
(4034-004-020) | |

EXHIBIT "B-2"
A.I.P. NO. 3-06-0139-NJ



S - 3850 WEST 102ND ST.
(4032-007-001)

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 1986 - 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. 48 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.

Table No. One

LAND ACQUISITION COST BREAKDOWN

ITEMS OF WORK		TOTAL ESTIMATED COST	FEDERAL SPONSOR'S FUNDS	FUNDS REQUESTED
ADDRESS AND A.P.N.	DESCRIPTION			
3850 W. 102nd St. 4032-007-001	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$881,600 243,600 34,800 \$1,160,000	\$705,280 194,880 27,840 \$928,000	\$176,320 48,720 6,960 \$232,000
4046 W. Century Bl. 4034-004-019	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$150,000 20,000 2,500 \$172,500	\$120,000 16,000 2,000 \$138,000	\$30,000 4,000 500 \$34,500
4042 W. Century Bl. 4034-004-017	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$150,000 20,000 2,500 \$172,500	\$120,000 16,000 2,000 \$138,000	\$30,000 4,000 500 \$34,500
4040 W. Century Bl. 4034-004-015	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$150,000 20,000 2,500 \$172,500	\$120,000 16,000 2,000 \$138,000	\$30,000 4,000 500 \$34,500
4036 W. Century Bl. 4034-004-013	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$140,000 40,000 5,000 \$185,000	\$112,000 32,000 4,000 \$148,000	\$28,000 8,000 1,000 \$37,000
4032 W. Century 4034-004-010	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$140,000 40,000 5,000 \$185,000	\$112,000 32,000 4,000 \$148,000	\$28,000 8,000 1,000 \$37,000
4026 W. 101st St. 4034-005-018	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$140,000 40,000 5,000 \$185,000	\$112,000 32,000 4,000 \$148,000	\$28,000 8,000 1,000 \$37,000
4030 W. 101st St. 4034-005-016	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$350,000 100,000 12,500 \$462,500	\$280,000 80,000 10,000 \$370,000	\$70,000 20,000 2,500 \$92,500
4033 W. 101st St. 4034-004-012	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$150,000 20,000 2,500 \$172,500	\$120,000 16,000 2,000 \$138,000	\$30,000 4,000 500 \$34,500
4036 W. 101st St. 4034-005-014	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$280,000 80,000 10,000 \$370,000	\$224,000 64,000 8,000 \$296,000	\$56,000 16,000 2,000 \$74,000

(continuation of Table 1)

ITEMS OF WORK		TOTAL ESTIMATED COST	FEDERAL SPONSOR'S FUNDS	FUNDS REQUESTED
ADDRESS AND A.P.N.	DESCRIPTION			
4037 W. 101st St. 4034-004-014	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$150,000 20,000 2,500 \$172,500	\$120,000 16,000 2,000 \$138,000	\$30,000 4,000 500 \$34,500
4039 W. 101st St. 4034-004-016	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$150,000 20,000 2,500 \$172,500	\$120,000 16,000 2,000 \$138,000	\$30,000 4,000 500 \$34,500
4043 W. 101st St. 4034-004-018	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$150,000 20,000 2,500 \$172,500	\$120,000 16,000 2,000 \$138,000	\$30,000 4,000 500 \$34,500
4044 W. 101st St. 4034-005-012	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$150,000 20,000 2,500 \$172,500	\$120,000 16,000 2,000 \$138,000	\$30,000 4,000 500 \$34,500
4045 W. 101st St. 4034-004-020	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$150,000 20,000 2,500 \$172,500	\$120,000 16,000 2,000 \$138,000	\$30,000 4,000 500 \$34,500
4025 W. 102nd St. 4034-005-019	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$150,000 20,000 2,500 \$172,500	\$120,000 16,000 2,000 \$138,000	\$30,000 4,000 500 \$34,500
4031 W. 102nd St. 4034-005-017	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$150,000 20,000 2,500 \$172,500	\$120,000 16,000 2,000 \$138,000	\$30,000 4,000 500 \$34,500
4037 W. 102nd St. 4034-005-015	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$140,000 40,000 5,000 \$185,000	\$112,000 32,000 4,000 \$148,000	\$28,000 8,000 1,000 \$37,000
4043-47 W. 102nd St. 4034-005-013	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$280,000 80,000 10,000 \$370,000	\$224,000 64,000 8,000 \$296,000	\$56,000 16,000 2,000 \$74,000
TOTAL	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$4,001,600 883,600 114,800 \$5,000,000	\$3,201,280 706,880 91,840 \$4,000,000	\$800,320 176,720 22,960 \$1,000,000

SITE MAP

CENTURY

BOULEVARD

4043 W. 101ST ST.	4044 W. CENTURY BL.
4043 W. 101ST ST.	4045 W. CENTURY BL.
4038 W. 101ST ST.	4040 W. CENTURY BL.
4037 W. 101ST ST.	4038 W. CENTURY BL.
4035 W. 101ST ST.	4035 W. CENTURY BL.

AVENUE

101ST STREET

4043 W. 102ND ST.	4044 W. 101ST ST.
4037 W. 102ND ST.	4038 W. 101ST ST.
4031 W. 102ND ST.	4030 W. 101ST ST.
4028 W. 102ND ST.	4028 W. 101ST ST.

PRAIRIE

102ND

STREET

3850 W. 102ND ST.



NOT TO SCALE



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

Western-Pacific Region
Airports Division

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

APR 25 1995

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

Dear Mr. Lewis:

In response to the request of the City of Inglewood, it is a pleasure to advise you that the Federal Aviation Administration (FAA) has allocated \$4,000,000 under the Fiscal Year 1995 Airport Improvement Program (AIP) for noise program implementation at Los Angeles International Airport. This project, designated AIP 3-06-0139-NJ, is programmed only for the following specific development:

Land for noise compatibility (approx. 19 parcels); relocation assistance for noise compatibility.

This allocation of federal funds is the first step leading to the issuance of a Grant Offer. The issuance of a Grant Offer is contingent upon the fact that all applicable federal requirements have been met.

A representative of our office will contact you or your representative in a few days to arrange a meeting for the purpose of assuring a clear understanding of all requirements, to establish a realistic work schedule for the project, and to fix a firm date for the acceptance of the Grant Offer.

Failure of the Sponsor to conform to the Schedule and Grant Offer date, as established, may result in the withdrawal of this Allocation.

Sincerely,

John P. Milligan
Supervisor, Standards Section

**AGENDA
INGLEWOOD, CALIFORNIA**

City Council
Meeting of August 29, 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 1, 1995

Payment of bills

Commendation - Sportsman Little League

Commendation - Crozier Middle School

PUBLIC HEARINGS

1. Public hearing to consider adoption of a resolution stating that the City is in conformity with the regional Congestion Management Program by adopting and transmitting the 1995 Local Implementation Report.

a) Staff report submitting background information. *

RESOLUTION NO. 95-90 ADOPTED

2. Public hearing to consider the vacation of a portion of 99th Street, Redfern Avenue west to dead end.

a) Staff report submitting background information. *

RESOLUTION NO. 95-91 ADOPTED

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

3. Staff report requesting approval of plans and specifications for Improvement of Arbor Vitae Street from Inglewood Avenue to Walnut Avenue. *

Recommendation: Approve plans and specifications and authorize advertising for bids.

APPROVED

4. Staff report requesting approval of grant agreement with the U.S. Federal Aviation Administration (FAA). *

Recommendation: Approve agreement.

APPROVED

CONSENT CALENDAR - APPROVED AS RECOMMENDED EXCEPT AS NOTED

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

17. Summons and Complaints from the following:
 - a) Charles Curry for personal injury on August 29, 1994.
 - b) David Maldonado for personal injury on March 20, 1995.

Recommendation: Approve City Clerk referral to claims administrator.
 18. Claims from the following:
 - a) Almaz Haile et al for personal injury on July 11, 1995.
 - b) Lillian E. Cropper for personal injury on July 8, 1995.
 - c) Stephanie Swanigan et al for personal injury and property damage on April 21, 1995.

Recommendation: Approve City Clerk referral to claims administrator.
 19. Letters from the claims administrator recommending denial of the following claims:
 - a) Samuel E. Burden Jr. for property damage on July 6, 1995.
 - b) Gwendolyn Smith et al for wrongful death on January 12, 1995 (Harold Smith Jr.)
 - c) William M. Welton Jr. for property damage on July 1, 1995.
 - d) Alfredo Cuevas Chaves for personal injury on February 15, 1995.
 - e) Santa Fe Railway Company for indemnity on July 19, 1995.
 - f) Gene H. Autry for property damage on April 1995.
 - g) Sergio Tena for property damage on January 15, 1995.

Recommendation: Deny claims.
 20. Staff report requesting approval of a resolution amending the fiscal year 1995-96 City Budget. *

Recommendation: Adopt resolution.
- RESOLUTION NO. 95-95 ADOPTED
21. Staff report requesting approval of On-the-Job Training Agreement with Inglewood Neighborhood Housing Services, Inc. *

Recommendation: Approve agreement.
 22. Staff report requesting approval of Job Training Agreement with Health Care Innovations, Inc. *

Recommendation: Approve agreement.
 23. Staff report requesting approval of Job Training Agreement with California Institute of Locksmithing, Inc. *

Recommendation: Approve agreement.
 24. Staff report requesting approval of Job Training Agreement with Center for Employment-Training-Oxnard for classroom training individual referrals. *

Recommendation: Approve agreement.
 25. Staff report requesting approval of Job Training Agreement with National Education Center, Inc. - Orange for classroom training individual referrals. *

Recommendation: Approve agreement.
 26. Staff report requesting approval to renew CTIR Agreement No. 94-291 with National Education Center, Inc. - Torrance. *

Recommendation: Approve agreement.
 27. Staff report requesting approval of Job Training Agreement with Summit Career College, Inc. *

Recommendation: Approve agreement.

41. Short form agreements:
- a) No. SF 95- 99 - \$1,500.00 - Carlos Cave
 - b) No. SF 95-100 - \$1,200.00 - Ivan Silva
 - c) No. SF 95-101 - \$ 865.00 - Edmond Lee Flournoy
 - d) No. SF 95-102 - \$1,600.00 - Tony Bairos Kennels
 - e) No. SF 95-103 - \$2,100.00 - Sharron Spangler
 - f) No. SF 95-104 - \$ 700.00 - Sharron Dickson
 - g) No. SF 95-105 - \$ 600.00 - Sherrie Lofton
 - h) No. SF 95-106 - \$2,000.00 - Terpsichore Gallery/Cescily A. McKoy
 - i) No. SF 95-107 - \$ 500.00 - Amentha V. Dymally
 - j) No. SF 95-108 - \$ 250.00 - Sonwill Productions
 - k) No. SF 95-109 - \$ 207.00 - Bob Stone
- Recommendation: Approve agreements.

COUNCIL INITIATIVES

42. Appointment of board and commission members by Mayor Vincent.
NO ACTION TAKEN

PUBLIC COMMENTS REGARDING OTHER MATTERS

Persons wishing to address the City Council on any matter connected with City business not elsewhere considered on the agenda may do so at this time. Persons with complaints regarding City management or departmental operations are requested to submit those complaints first to the City Manager for resolution.

CLOSING REMARKS

Elected officials and staff may discuss other pending matters.

ADJOURNMENT

NOTE: It is anticipated there will be no Council meeting on September 5, 1995 due to the lack of a quorum.

AGENDA INGLEWOOD REDEVELOPMENT AGENCY

Roll call

X Approval of minutes of meeting held August 1, 1995

R-1. Staff report on the residential development located at 104th Street and Crenshaw Boulevard. *

Recommendation: Receive and file.

RECEIVED & FILED

ADJOURNMENT

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATIONCITY'S ORIGINAL
GRANT AGREEMENTRSDOV.
(DAVID L.)Part I - Offer

Date of Offer AUG 01 1995

Los Angeles International Airport/Planning Area

Project No. 3-06-0139-MJ

Contract No. DTPA06-95-C-20956

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:

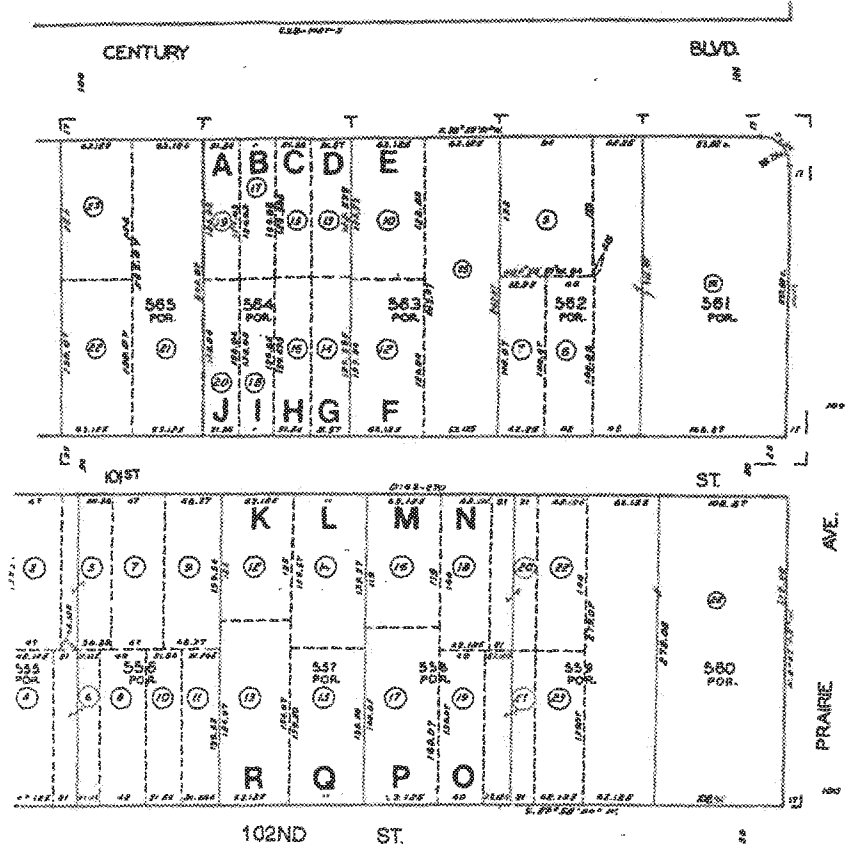
Land for noise compatibility (approx. 19 parcels); relocation
assistance for noise compatibility.

all as more particularly described in the Project Application.

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 Exhibit "B-2" and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property 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 proceeds 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 aviation easement on land as shown on the property map, Exhibit "B-1", and Exhibit "B-2" to the City of Los Angeles, Department of Airports, California, prior to any disposal or resale of said land.
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.

EXHIBIT "B-1"
A.I.P. NO. 3-05-0139-NJ



- | | |
|---|---|
| A - 4040 WEST CENTURY BL.
(4034-004-019) | K - 4044 WEST 101ST ST.
(4034-005-012) |
| B - 4042 WEST CENTURY BL.
(4034-004-017) | L - 4038 WEST 101ST ST.
(4034-005-014) |
| C - 4040 WEST CENTURY BL.
(4034-004-015) | M - 4030 WEST 101ST ST.
(4034-005-018) |
| D - 4038 WEST CENTURY BL.
(4034-004-013) | N - 4028 WEST 101ST ST.
(4034-005-018) |
| E - 4032 WEST CENTURY BL.
(4034-004-010) | O - 4025 WEST 102ND ST.
(4034-005-019) |
| F - 4033 WEST 101ST ST.
(4034-004-012) | P - 4031 WEST 102ND ST.
(4034-005-017) |
| G - 4037 WEST 101ST ST.
(4034-004-014) | Q - 4037 WEST 102ND ST.
(4034-005-015) |
| H - 4039 WEST 101ST ST.
(4034-004-018) | R - 4043 WEST 102ND ST.
(4034-005-013) |
| I - 4043 WEST 101ST ST.
(4034-004-020) | |
| J - 4045 WEST 101ST ST.
(4034-004-020) | |

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.

- 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,

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
Airports Division

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

August 1, 1995

Mr. Jessie Lewis, Director
The Inglewood Redevelopment Agency
One Manchester Blvd.
Inglewood, CA 90301-1750

Dear Mr. Lewis:

City of Inglewood, CA.
AIP Project No. 3-85-0139-NG
Acquire Land - 10117 Prairie Ave.

We acknowledge receipt of the Title Certificate for the real property referenced under the subject project. We have reviewed the Title Certificate and have determined that it is acceptable and conforms to the requirements and procedures set forth under Section 509(b), and (d) of the Airport and Airway Improvement Act of 1982.

Sincerely,


Ruben C. Cabalbag
Airports Program Engineer

John P. Milligan
Supervisor, Standards Section



U.S. Department
of Transportation
Federal Aviation
Administration

Western-Pacific Region
Airports Division

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

AUG 01 1995

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

Dear Mr. Lewis:

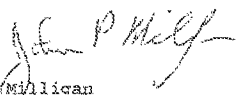
City of Inglewood
AIP Project No. 3-06-0139-NJ
Grant Offer

The Los Angeles International Airport, Fiscal Year 1995 Airport Improvement Program No. AIP 3-06-0139-NJ, Contract DTFAG8-95-C-20956 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 \$4,000,000.00

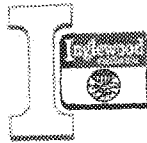
Your acceptance of the Grant Offer will obligate the Sponsor to accomplish the described development. An official of the Sponsor shall accept the offer on or before the date specified in Condition 5, Page 2, of the Grant Offer by signing the enclosed instruments in the space provided.

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 90301-1730
FAX (310) 412-5188



May 17, 1995

FILE COPY

Stan Lou
Acting Manager
Airport Financial Assistance Division
800-A Independence Avenue SW
Washington, D.C. 20591

Dear Mr. Lou:

On March 23, 1995, representatives from the City of Inglewood including our City Manager, Paul D. Eckles, met with you and your staff. During the meeting, you mentioned that land sale proceeds generated through the use of Airport Improvement Program (AIP) funds could be used as matching funds for future AIP grants. Since our City relies heavily on the use of AIP funds, the ability to use land sale proceeds as matching funds would greatly enhance our ability to implement future noise abatement activities. I would be grateful if you would provide a written response confirming our ability to use land sale proceeds for matching funds.

We greatly appreciate the continued support the Federal Aviation Administration has given to Inglewood in its efforts to abate the detrimental effects of aircraft noise on residential properties through land recycling.

Sincerely,

Tony DeBellis
Deputy City Manager

[13\faa-lou]

COMMUNITY DEVELOPMENT & HOUSING DEPARTMENT

TONY DEBELLIS
DEPUTY CITY MANAGER

"Serving You To Build A Better Inglewood Together"
TELEPHONE: (310) 412-5230

FILE COPY

May 8, 1995

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

Dear Mr. Cabalbag:

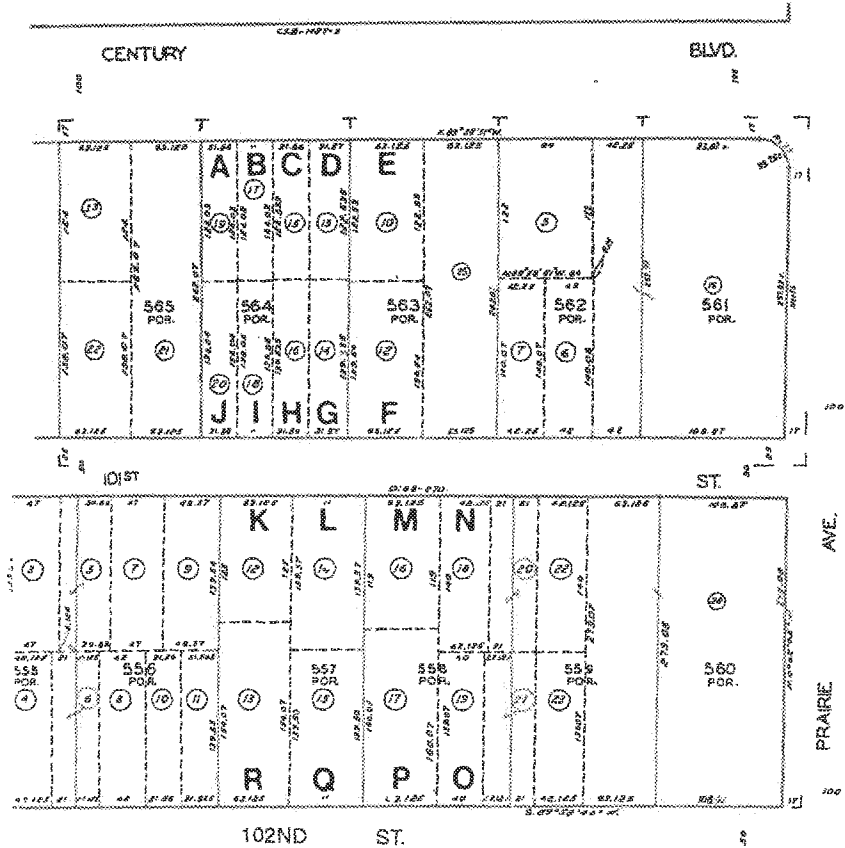
In regards to your question as to the source of funds to be used to match FAA's 1994-1995 Airport Improvement Program Grant, the City of Inglewood will be using funds from the City of Los Angeles's Department of Airports (DOA). If DOA is unable or unwilling to provide the necessary funds, Inglewood is prepared to use its own funds to match the FAA grant. Whether DOA or City money is used as matching funds, the City of Inglewood is fully committed to carrying out its goal of recycling residential parcels impacted by airport noise to more compatible land uses such as commercial and industrial developments. The Federal Aviation Administration's continued support of Inglewood's noise abatement activities is greatly appreciated.

Sincerely,

Tony DeBellis
Deputy City Manager

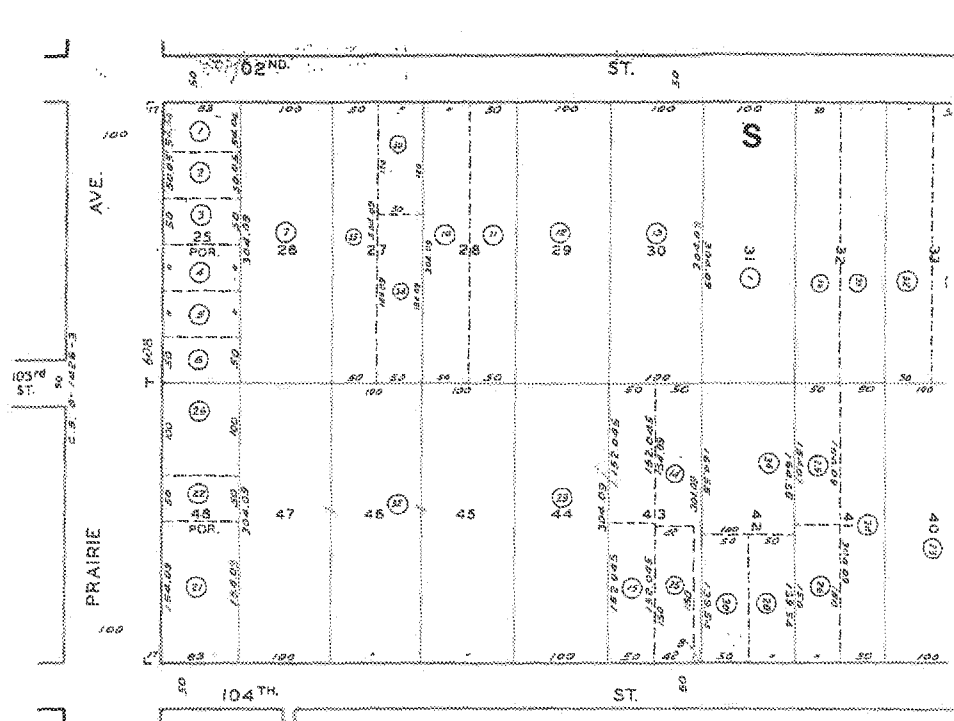
(13/aa-ef)

EXHIBIT "B-1"
A.I.P. NO. 3-08-0139-NJ



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(4034-004-020) | |

EXHIBIT "B-2"
A.I.P. NO. 3-08-0133-NJ



S - 3850 WEST 102ND ST.
(4032-007-001)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION
NO. OF PREAPPLICATION REVIEW ACTION

From: Supervisor, Standards Section, AWP-621
(Department, bureau or establishment)

To: Mr. Jesse Lewis
Redevelopment Director
The Inglewood Redevelopment Agency
One Manchester Blvd.
Inglewood, CA 90301-1750

Los Angeles International Airport
City of Inglewood
Reference Your Preapplication

Number PFA 92-1

Dated: May 6, 1992

1. We have reviewed your preapplication for Federal assistance under the 1995 Airport Improvement Program and have determined that your proposal is:
☒ eligible for funding by this agency and can compete with similar applications from other grantees.
☐ eligible but does not have the priority necessary for further consideration at this time.
☐ not eligible for funding by this agency.
2. Therefore, we suggest that you:
☒ file a formal application with us by (date) to be determined at a later date.
☐ file an application with _____ (Suggested Federal agency).
☐ find other means of funding this project.
3. Based upon the funds available for this program over the last two fiscal years and the number of applications reviewed, or pending, we anticipate that funds for which you are competing may be available after February 1995.
4. You requested \$57,817,280 Federal funding in your preapplication form, and we:
☒ are agreeable to consideration of approximately \$4,000,000 of this amount in the formal application.
☐ will need to analyze the amount requested in more detail.
5. A preapplication conference will be _____ necessary. ☒ not necessary. We are recommending that it be held at _____, on _____, at _____ a.m./p.m. Please contact the undersigned for confirmation.
6. Enclosures: _____ Forms _____ Instructions _____ Other (Specify) _____
7. Other Remarks:

a. The Federal funds is for noise program implementation as per LAX Part 150 NCP for land use conversion of noise impacted properties. Or, it can be used for soundproofing of homes in noise impacted areas. Please advise this office as to whether or not the City is interested in (a) further land use conversion or (b) initiate a grant project for soundproofing of homes.

b. Please update your Disadvantage Business Enterprise (DBE) Program. A grant offer will not be issued until your DBE Plan is approved.

c. If you have any questions, please contact Ruben Cabalbag of my staff at Tel (310) 297-1701 Fax (310) 297-0044.

Signature <u>John P. Milligan</u>	Title <u>Supervisor</u>	Date <u>12/19/94</u>
Organizational Unit <u>Standards Section</u>	Administrative Office <u>AWP-621</u>	Telephone Number <u>(310) 297-1029</u>
Address <u>P.O. Box 92007, Worldway Postal Center</u> <u>Los Angeles, California 90009</u>		

FAA Form 5100-31 (6-73)

COPY

Inglewood, California, August 29, 1995

TO: Mayor and City Council

FILE COPY

FROM: The Staff

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

This staff report requests that the City Council approve the attached Grant Agreement with the U. S. Federal Aviation Administration (FAA).

Background

Since 1966, the City of Inglewood has received from the FAA ten grants totaling \$29,406,225. The funds are used to acquire parcels of land impacted by aircraft noise. The parcels are then recycled for noise compatible land uses such as commercial, retail, and industrial developments. Developments such as the K-Mart store and Emery Airfreight are a result of grant funding from FAA.

Discussion

The purpose of the 1994-1995 Grant is to recycle incompatible land uses within the Inglewood Noise Compatibility Project (INCIP) III area to uses which are not noise sensitive. A financial partnership between the City and FAA is the cornerstone of the INCIP. The parcels to be recycled with this grant are shown on Exhibits B1 and B2. This Grant Offer for \$4,000,000, which the FAA is requesting the City to sign, will help the City to fulfill its obligation under the LAX Noise Control/Mitigation Program.

Mayor and City Council
August 29, 1995
Page Two

Recommendation

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

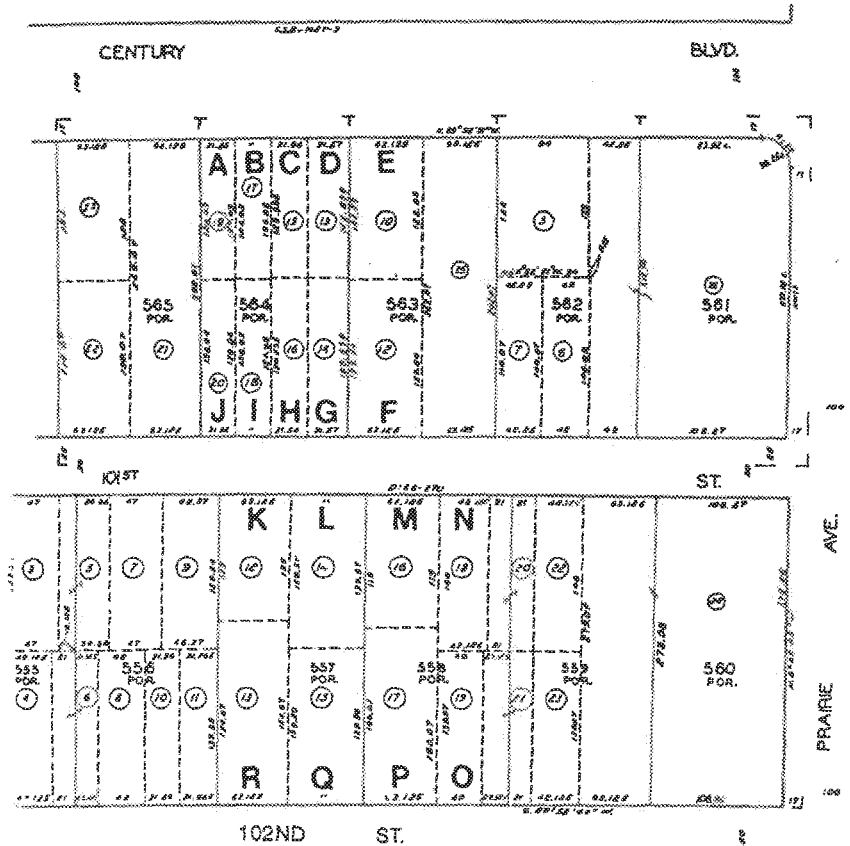
Prepared by:

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:

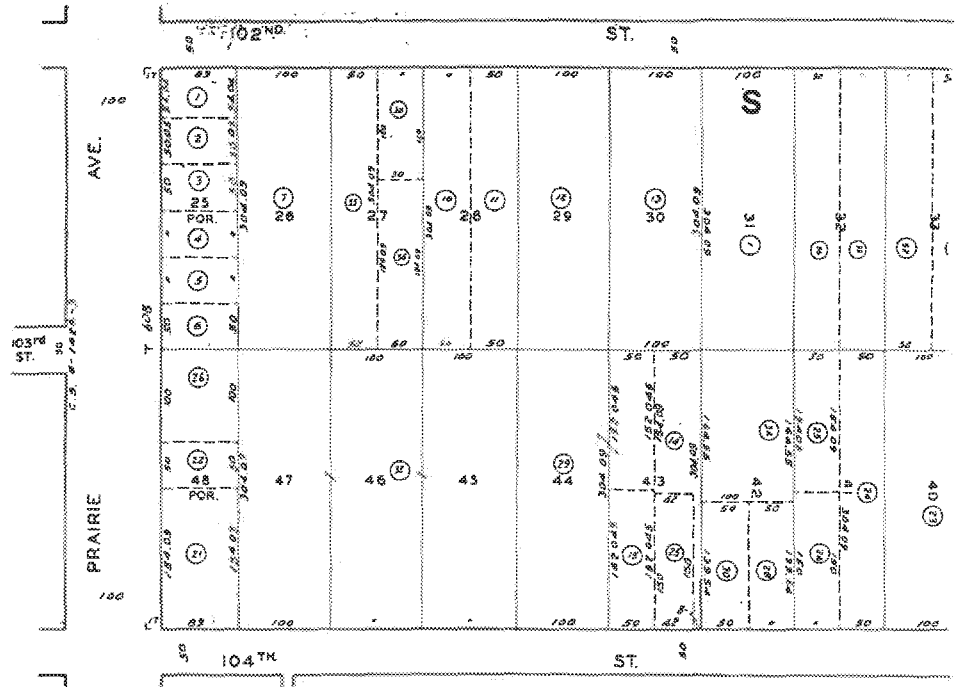
Maps
Grant Agreement
Resolution

EXHIBIT "B-1"
A.I.P. NO. 3-06-0139-NJ



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(4034-004-020) | |

EXHIBIT 'B-2'
A.I.P. NO. 3-06-0139-NJ



S - 3850 WEST 102ND ST.
(4032-007-001)

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

GRANT AGREEMENT

Part I - Offer

Date of Offer AUG 01 1995

Los Angeles International Airport/Planning Area

Project No. 3-06-0139-NJ

Contract No. DTFA08-95-C-20956

C O P Y

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. 19 parcels); relocation
assistance for noise compatibility.

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 \$4,000,000.00. 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
\$4,000,000.00	for airport development or noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of 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 Exhibit "B-2" and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property 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 proceeds 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 aviation easement on land as shown on the property map, Exhibit "B-1", and Exhibit "B-2" to the City of Los Angeles, Department of Airports, California, prior to any disposal or resale of said land.
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 _____ day of _____, 1995.

City of Inglewood, California
Name of Sponsor

(SCL)

By: _____
Sponsor's Designated Official
Representative

Attest: _____ Title: _____

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

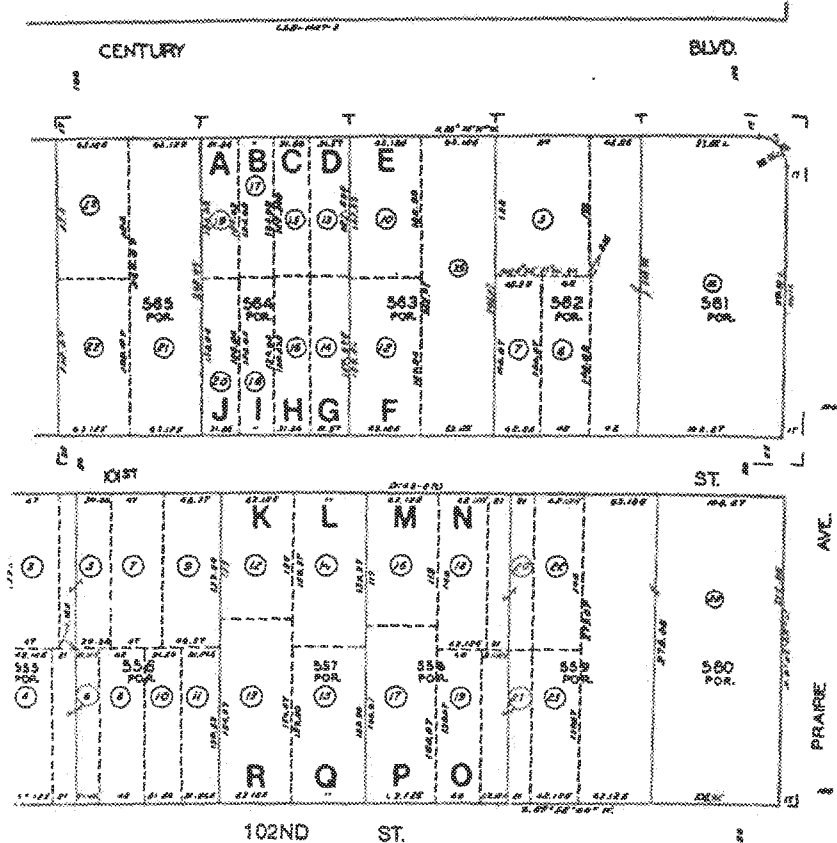
I, _____, acting as Attorney for the Sponsor do hereby certify:

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 _____ this _____ day of _____, 1995.

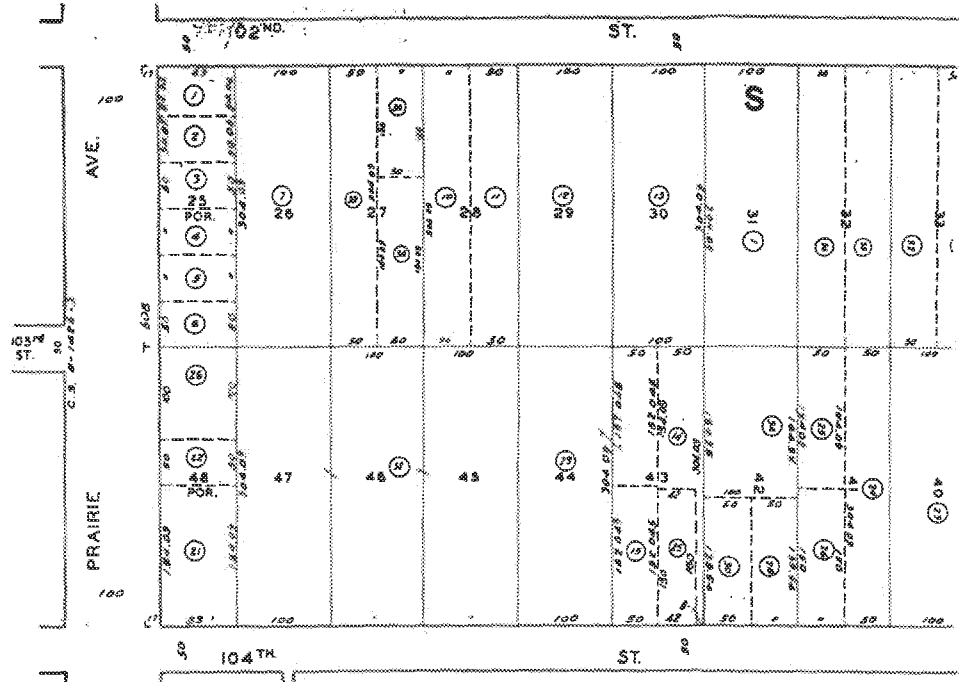
Signature of Sponsor's Attorney

EXHIBIT "B-1"
A.I.P. NO. 3-06-0138-NJ



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EXHIBIT 'B-2'
A.I.P. NO. 3-04-0139-NJ



S - 3850 WEST 102ND ST.
(4032-007-001)

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. 8101, 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 12899 - 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 80 - 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.

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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, 1994 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 ten grant agreements totaling \$29,406,225.

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 eleventh grant agreement, including all understandings and assurances contained therein, with the Federal Aviation Administration for participation in the Airport Improvement Program 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 _____ day of _____, 1995.

MAYOR

ATTEST

CITY CLERK

12-18-2003 02:27pm From: DUS1

+3104600281

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U.S. Department
of Transportation
Federal Aviation
Administration

DEC 12 2003

Mr. Sheldon Curry, Planning Manager
City of Inglewood
Planning Division
One Manchester Boulevard
P.O. Box 5500
Inglewood, California 90301

Western-Pacific Region
Airports Division

P.O. Box 92007
Los Angeles, CA 90009

Post-It Fax Note	7971	Date	12/12/03
To	Sheldon Curry	From	
On/Dept		On	
Phone #		Phone #	
Fax #	310-412-5640	Fax #	

Dear Mr. Curry:

The Federal Aviation Administration (FAA) has received the Final Environmental Impact Report for the proposed Rembrandt project, which includes a residential community on a 37-acre site. According to the document, northwestern portions of the project site are to be located within the existing 65 Community Noise Equivalent Level (CNEL) noise contour for Los Angeles International Airport (LAX).

Residential development is considered an incompatible land use if it is within the 65 CNEL noise contour based on the Land Use Compatibility Table from Title 14 of the Code of Federal Regulations, Part 150, Airport Noise Compatibility Planning (enclosed). Introduction of new residential units or homes within the existing 65 CNEL noise contour could result in the City of Inglewood being in noncompliance with FAA's grant assurance number 15. Grant assurance 15 states that the City of Inglewood "...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..."

The FAA recommends the City of Inglewood prevent the proposed residential development located within the 65 CNEL noise contour in order to comply with grant assurance 15.

If you have any questions, please contact Jennifer Mandelsohn at (310) 725-3637.

Sincerely,

Original signed by
MICHAEL R. AGAIBI

Michael Agaibi
Supervisor, Planning Section

Enclosure

cc: Jim Ritchie, LANA
Watt Developers, LLC

**City of Inglewood
Noise Mitigation - Land Recycling Program**

<u>Grant</u>	<u>Grant Year</u>	<u>Grant Amount</u>	<u>Funds Remaining</u>	<u>Activities Remaining</u>
NG	1994	\$2,790,225	\$561,392	Demolition
X NJ	1995	\$4,000,000	\$708,305Relocation & Demolition
NK	1995	\$2,517,368	\$979,848	Relocation & Demolition
NL	1996	\$4,000,000	0	Closed
NM	1997	\$3,000,000	0	Closed
NN	1997	\$7,561,491	\$61,678	Demolition
NO	1998	\$5,000,000	0	Closed
		\$28,869,084	\$2,311,223	

Note: Funds remaining are as of June 30, 2003.

Status as of 6/30/03

FAA Grant	Total Amount	Total Drawn	% Utilized	Funds Remaining
NG	\$ 2,790,225	\$ 2,228,833	80%	\$ 561,392
NJ	\$ 4,000,000	\$ 3,291,696	82%	\$ 708,304
NK	\$ 2,517,368	\$ 1,537,520	61%	\$ 979,848
NN	\$ 7,581,491	\$ 7,499,813	99%	\$ 81,678
Total	\$ 16,869,084	\$ 14,557,861		\$ 2,311,223

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Grant	Grant Allocation	Expenditures	Ending Balance	Expend %	Remaining Activities
NG	\$2,790,225.00	\$2,768,115.00	\$622,110.00	78%	Relocation - 1 unit
3-06-0139-NG					Testing
					Clearance
					Demolition
NJ	\$4,000,000.00	\$3,076,953.00	\$923,047.00	78%	Relocation - 5 units
3-06-0139-NJ					Testing
					Clearance
					Demolition
NK	\$2,517,368.00	\$1,449,436.00	\$1,067,932.00	58%	Relocation - 13 units
3-06-0139-NK					Testing
					Clearance
					Demolition
NN	\$7,561,491.00	\$5,704,355.00	\$857,136.00	89%	Relocation - 22 units
3-06-0139-NN					Testing
					Clearance
					Demolition

FPA (H)
has on bank
land registry
1997 → 1998, 1999
\$3M → \$328,000