

City of Los Angeles
Executive Director
Department of Airports
One World Way
Los Angeles, CA 90045
Attn: Mitigation Compliance Division

LETTER AGREEMENT

PROPERTY ACQUISITION (PA)
City of Inglewood

On _____, by Resolution No. _____, and pursuant to Resolution No. 21481, the Board of Airport Commissioners (BOAC) authorized the City of Los Angeles, Department of Airports (LAWA), to provide funds, in the total sum of \$5,000,000 (hereinafter referred to as LAWA grant amount or funds), to City of Inglewood for implementation of a LAWA-approved incompatible land use property acquisition project at City of Inglewood. This LAWA grant amount is to match a future Federal Aviation Administration (FAA) grant, hereinafter referred to as the FAA grant or funds.

The City of Inglewood will comply with, or ensure compliance with, and will be bound to the following terms and conditions upon LAWA's transfer of funds to the City of Inglewood. LAWA has stipulated that such grant amount shall be transferred in accordance with a payment schedule that includes no fewer than two partial payments as follows: \$4,500,000 upon Inglewood's submittal of this executed Letter Agreement (Agreement) plus five (5) signed copies, and receipt by LAWA of FAA Grant Agreement Offer Letter covering the same project, and approval by LAWA of City of Inglewood's Grant Implementation Plan for Property Acquisition Project, dated January 2008; a second payment in the amount of \$500,000, upon LAWA's receipt and approval of the Final Grant Report required by this Agreement to be submitted on completion of the funded project.

1. City of Inglewood will comply with BOAC Resolution Nos. 21481 and _____, and all FAA Grant or other requirements and guidelines pertaining to this project. City of Inglewood will further comply with any relevant and more restrictive land use mitigation program or property acquisition requirements or guidelines established by the State of California pursuant to the Noise Standards found in Title 21, Subchapter 6 of the California Administrative Code (California Airport Noise Standards) or in the California Noise Insulation Standards found in Title 24, Chapter 12, Section 1208A of the State Building Code, or established by a FAA Part 150 Noise Compatibility Program adopted by the BOAC, or as otherwise set forth herein or promulgated by LAWA in furtherance of the implementation of its FAA Part 150 Noise Compatibility

Supplemental Funding Program. Whenever there is a conflict, LAWA will determine, in consultation with City of Inglewood and all concerned parties, which requirements or guidelines pertain to the project.

2. City of Inglewood will submit to LAWA, prior to release of funds, a copy of the FAA Grant Agreement(s), a copy of the FAA Grant Application(s) supporting the FAA grant(s), and such other documents as are specified below for submittal with this Agreement.
3. In undertaking property acquisition projects, City of Inglewood acknowledges LAWA's technical and oversight responsibilities under the California Airport Noise Standards and its auditing responsibilities as a grant issuing agency and will work cooperatively and in good faith with LAWA in performing and documenting its work in furtherance of this Agreement and in support of LAWA's responsibilities. City of Inglewood further acknowledges that it is the intent of this Letter Agreement to ensure that City of Inglewood complies with the conditions and requirements established by LAWA. If LAWA determines that City of Inglewood has not met the conditions and requirements established herein, LAWA may take any of the following actions and City of Inglewood will comply with related LAWA requests: (1) upon due notice, City of Inglewood will refund to LAWA the funds that City of Inglewood has already received under this Letter Agreement, (2) LAWA will withhold additional funds under the grant, and/or (3) City of Inglewood will become ineligible for future funds.
4. City of Inglewood will ensure the timely preparation and submittal of all documents required by the FAA or by LAWA. Where documents required by this Agreement are allowed to be prepared, submitted and approved by LAWA after execution of this Agreement, or required to be periodically updated, resubmitted and approved by LAWA after execution of this Agreement, but such documents are not submitted by the required dates and have become past due, Inglewood agrees to suspend expenditure of all monies transferred by this Agreement until all such past due documents are submitted to and approved by LAWA, excepting only expenditures necessary to prepare or update the past due documents.
5. City of Inglewood will ensure that for each eligible incompatible property it acquires LAWA is granted and receives an Avigation Easement of the type provided for and specified in the BOAC's adopted FAA Part 150 Supplemental Funding Program Resolution No. 21481 and/or, specified in Resolution No _____, and will ensure that such easements are in a form, and are filed and/or recorded in a manner, acceptable to the Los Angeles City Attorney's Office.

In addition, City of Inglewood will issue a Title 21 Compliance Certificate for each eligible incompatible property that the City of Inglewood acquires with LAWA and/or FAA funds. City of Inglewood will ensure that the Title 21 Compliance Certificates provided for herein are prepared in a form and are distributed and filed as required by LAWA. City of Inglewood acknowledges that any incompatible property, which is offered acquisition, but is not acquired, may, at a later date, participate in a subsequent acquisition program.

Where property is to be acquired by City of Inglewood with interest earned on LAWA or FAA grant funds, in addition to the above, it is hereby agreed that City of Inglewood will grant and issue an Avigation Easement and Title 21 Compliance Certificate to LAWA, in a form or forms acceptable to the Los Angeles City Attorney's Office, with respect to all property purchased.

As required by the FAA grant, the proceeds of the disposition of the property acquired by City of Inglewood with the Federal Grant funds will be refunded to the United States for the Airport and Airway Trust Fund on a basis proportionate to the United States' share of the cost of acquisition of such land, or will be reinvested in an approved Part 150 project, pursuant to such instructions as the FAA shall issue. If the proceeds are so reinvested, an Avigation Easement and a Title 21 Compliance Certificate, in a form or forms acceptable to the Los Angeles City Attorney's Office, will be granted and issued to LAWA with respect to the property purchased with such reinvested proceeds.

The proceeds of the disposition of the property acquired by City of Inglewood with LAWA grant funds will be refunded to LAWA, on a basis proportionate to LAWA's share of the cost of acquisition of such land, or will be reinvested in an approved Part 150 project, pursuant to such instructions as the FAA will issue. If the proceeds are so reinvested, an Avigation Easement and a Title 21 Compliance Certificate, in a form or forms acceptable to the Los Angeles City Attorney's Office, will be granted and issued to LAWA with respect to the property purchased with such reinvested proceeds.

Any funds and interest thereon, remaining from LAWA grant amount after completion of the incompatible property acquisition project will be refunded to LAWA or will be reinvested in a subsequent approved Part 150 incompatible property acquisition project pursuant to such instructions as LAWA may issue. If the remaining funds are so reinvested, an Avigation Easement and a Title 21 Compliance Certificate, in a form or forms acceptable to the Los Angeles City Attorney's Office, will be granted or issued to LAWA with respect to the property acquired with the reinvested funds.

6. Inglewood will prepare and maintain for the benefit of LAWA, an airport incompatible land use program plan (hereinafter referred to as the Aircraft Noise Mitigation Plan or the ANMP) in compliance with guidelines developed and maintained by LAWA. The ANMP will set forth in narrative and graphic form LAWA's objectives, priorities, and program requirements, and Inglewood's mitigation actions, and time schedule to bring all eligible incompatible land use within its jurisdiction into compliance with the California Airport Noise Standards. The ANMP will be comprehensive in that it will include all proposed mitigation strategies including both sound insulation and acquisition/ recycle programs. Inglewood will update the ANMP at least annually, with the next update due to LAWA no later than (60) days after the date Inglewood signs this Agreement and annual updates due to LAWA no later than three (3) months after the end of each calendar year thereafter. The ANMP will include Inglewood's detailed long-range compliance schedule with project phases, cost

estimates and other program elements that are pertinent to achieving total compliance with the Airport Noise Standards. The ANMP will describe the process for obtaining, recording and filing an Avigation Easement for all properties to be acquired and the process for issuing a Title 21 Compliance Certificate for all properties to be acquired. Such data will cover the impact area within LAX 4th Quarter 1992 65 dB Community Noise Equivalent Level (CNEL).

7. City of Inglewood has prepared a grant implementation plan (hereinafter referred to as the GIP) for properties to be acquired with the combined FAA and LAWA funds covered by this Agreement. This GIP was prepared in compliance with guidelines developed and maintained by LAWA, was prepared in narrative and graphic form and specifies priorities, and describes how they were set, what mitigation measures were taken, time schedules, estimated costs (including an estimated total cost breakdown for each dwelling unit), and other pertinent project elements as required in LAWA guidelines. The GIP sets forth a prioritized schedule to be followed that ensures that incompatible acquisition will be systematically offered to the owner(s) of each eligible property in accordance with the program and project priorities set forth under Section 8, below.
8. City of Inglewood recognizes that it is LAWA's intent to achieve compliance with the California Airport Noise Standards as quickly, efficiently and cost effectively as possible. In pursuing this objective, it is LAWA's intent that land use mitigation programs should be prioritized so that incompatible properties that will continue to remain in the Airport noise impact area the longest, that are within the highest noise zones, and that are not projected for early conversion or redevelopment through normal market forces, should receive the highest priority for LAWA funds and FAA grant monies.

Therefore, in establishing program and project priorities, Inglewood will select and prioritize properties according to the following criteria: (1) the property is within the 65 dB CNEL noise contour depicted on the Airport's FAA Part 150 Noise Exposure Map (NEM) approved by the FAA; (2) the property is within the Fourth Quarter 1992 65-dB CNEL noise contour prepared by LAWA for the Airport; (3) to the extent feasible, and consistent with City of Inglewood's adopted land use/acquisition/recycle program priorities, the property is within the highest 1 dB CNEL measurement zone, or within the block with the highest average noise level, relative to other eligible incompatible properties; and, (4) the property's land use is consistent with Inglewood's General Plan, any relevant specific plan and applicable zoning requirements. Inglewood recognizes that any deviations from these criteria or from other prioritization criteria developed by LAWA to achieve compliance with the California Airport Noise Standards will be subject to prior LAWA approval, normally in conjunction with LAWA approval of the Aircraft Noise Mitigation Plan and the Grant Implementation Plan.

9. Inglewood will provide LAWA with a computer database with up-to-date land use information for the areas described in the Aircraft Noise Mitigation Plan; this database will be an update of LAWA's most recent land use database, will conform to format conventions specified by LAWA, and will be provided in a format that will

require no editing for transfer of records to LAWA land use database. For the purposes of these projects, the adequacy of submitted land use data is subject to LAWA approval.

10. In further cooperating with maintenance of a unified system of records, Inglewood will prepare any and all maps included in any document required or submitted pursuant to this Agreement so as to conform to LAWA specified format.
11. In the event the required database, maps or other documents are not submitted to LAWA with this Agreement, Inglewood will limit, until such documents are submitted and approved by LAWA, the expenditure of LAWA funds to the preparation of said documents and to project preparatory work that is exclusive of actual property acquisition costs described in Item 12 below.
12. In undertaking and documenting incompatible property acquisition projects, City of Inglewood will ensure and will document that at least 80% of LAWA grant funds are allocated to actual acquisition costs, or such a greater percentage allocation for such costs as is achieved for FAA funds during the Project. City of Inglewood will ensure that planning and administrative overhead costs (undertaken by either or both City of Inglewood's staff or consultants) will not exceed 20% of total project cost. Further, any purely administrative City of Inglewood overhead costs (particularly those oversight costs accrued by City of Inglewood general support staff as opposed to any direct implementation costs accrued by City of Inglewood's full-time project-exclusive working staff) will not exceed 3% of total project cost and will be shown to be directly and exclusively related to project implementation activities. LAWA grant funds may be used only for materials and activities that are also eligible for purchase with FAA grant funds and are subject to the same limitations imposed on the use of the FAA grant funds. City of Inglewood will obtain specific written authorization from LAWA's Executive Director before deviating from any of these funding criteria. All such actual costs, calculations, and deviations, if any shall be documented in the final Grant Report for the Project (see Section 14, below).
13. In undertaking LAWA funded projects, City of Inglewood will conduct progress meetings with LAWA staff on a quarterly basis, or more frequently if requested by either party, and will provide progress reports on a monthly basis setting forth information required by LAWA in a format established by LAWA. All such meetings and reports will be documented in the GR for the project (see Section 14, below).
14. Within 60 days of completion of the project(s) funded under this Letter Agreement, and in accordance with guidelines developed and maintained by LAWA, City of Inglewood will prepare and submit five (5) copies of a final project report (hereinafter referred to as the final Grant Report or the (GR) to LAWA showing the results of the project, the allocation of actual acquisition (appraisal, relocation, site purchases, and authorized site preparation) expenditures (both LAWA and FAA) among the individual project properties, a listing of all Avigation Easements obtained for acquired project properties and a listing of all Title 21 Compatibility Certificates issued for the project properties acquired and not acquired, and the total allocation, in detail satisfactory to LAWA, of actual expenses (both LAWA and FAA) by project

category and sub-category: e.g., for project planning, project evaluation and design, project acquisition and relocation, demolition and site preparation, and project administration. All general administrative overhead expenses will be detailed separately from site-related acquisition/development administrative expenses. The GR will contain an explicit comparison between the estimated total cost for each property that was submitted in the project GIP (see Section 7, above) and the actual total cost for each property.

15. In addition to the final Grant Report, Inglewood will provide annually to LAWA two (2) copies of an annually updated cumulative progress report (prepared in accordance with LAWA guidelines and hereinafter referred to as the Cumulative Annual Progress Report or the CAPR) documenting the historical and ongoing receipt and expenditure of all LAWA grant funds and FAA matching funds, and all FAA Grants obtained without matching LAWA grant funds, and the submittal of all Avigation Easements and Title 21 Compliance Certificates by Inglewood to LAWA. A cumulative list of all properties made compatible with the California Airport Noise Standards will be maintained by Inglewood and at least annually updated and attached to the Cumulative Annual Progress Report. The CAPR will be updated at least annually and submitted to LAWA no later than three (3) months after the end of the calendar year.
16. Inglewood shall also complete a companion annual accounting report and audit prepared by a Certified Public Accounting (CPA) firm for the project. This accounting report and audit shall be prepared according to the United States General Accounting Office yellow book standards using generally accepted government auditing standards (GAGAS). This standard includes, but is not limited to, the following accounting system, audit, and record-keeping requirements:
 - A. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, the amount and disposition of any interest earned on LAWA funds, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with all State and Federal laws, regulations, and requirements.
 - B. It shall make available to the Controller of the City of Los Angeles and the Executive Director of LAWA, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of Inglewood that are pertinent to the grant. The Controller of the City of Los Angeles or the Executive Director of LAWA may require that Inglewood conduct an appropriate audit. In any case in which an independent audit is made of the accounts of Inglewood relating to the disposition of the proceeds of this grant, or relating to the project with which the grant was given or used, it shall file a certified copy of such audit with the

Controller of the City of Los Angeles and the Executive Director of LAWA not later than 6 months following the close of the fiscal year for which the audit was made.

Dated:

APPROVED AS TO FORM

CITY OF INGLEWOOD

Cal P. Saunders
City Attorney – City of Inglewood
Cal Saunders

by [Signature]
(Signature)

ATTEST:

Roosevelt F. Dorn
(Printed Name)

By [Signature]
(Signature)
Yvonne Horton
(Printed Name)
City Clerk
(Title)

Mayor
(Title)

Rockard J. Delgadillo, City Attorney
City of Los Angeles

CITY OF LOS ANGELES

APPROVED AS TO FORM

By: _____
Deputy/Assistant City Attorney
City of Los Angeles

by _____
Executive Director
Department of Airports

Date: _____

(Printed Name)

December 11 , 1990

City of Los Angeles
Executive Director
Department of Airports

LETTER AGREEMENT

The Inglewood Redevelopment Agency (Agency) shall be bound to the following terms and conditions upon the condition that the City of Los Angeles, Department of Airports, transfers to the Agency the sum of \$2 million.

On October 29, 1990, pursuant to Resolution No. 17322, the Board of Airport Commissioners authorized the City of Los Angeles, Department of Airports, to provide matching funds, in the total sum of \$2 million, to the Agency for implementation of a Part 150 approved project. The \$2 million, for the 1989/90 DOA fiscal year, is to match a portion of Federal Aviation Administration Grant Agreement No. AIP 3-06-0139-N5, in the total sum of \$4 million, dated September 20, 1988.

The payment of \$2 million, by the City of Los Angeles to the Agency, is contingent on the Agency granting to the City of Los Angeles an Avigation Easement, in a form acceptable to the Los Angeles City Attorney's Office, with respect to the property acquired by the Agency with the Grant and matching funds. Said Avigation Easement

document(s) shall be presented to the City of Los Angeles within a reasonable time following execution of this Letter Agreement. In addition to the above, it is hereby agreed that the Inglewood Redevelopment Agency shall grant an Avigation Easement to the City of Los Angeles, in a form acceptable to the Los Angeles City Attorney's Office, with respect to all property purchased with interest earned on this \$2 million in matching funds or the \$2 million Grant.

As required by Federal Grant Agreement No. AIP 3-06-0139-N5, the proceeds of the disposition of the property acquired by the Agency with the Federal Grant funds shall be refunded to the United States for the Airport and Airway Trust Fund on a basis proportionate to the United States' share of the cost of acquisition of such land, or shall be reinvested in an approved Part 150 project, pursuant to such instructions as the Federal Aviation Administration shall issue. If the proceeds are so reinvested, an Avigation Easement, in a form acceptable to the Los Angeles City Attorney's Office, shall be granted to the City of Los Angeles with respect to the property purchased with such reinvested proceeds.

The proceeds of the disposition of the property acquired by the Agency with the matching funds from the City of Los Angeles shall be refunded to the City of Los Angeles, Department of Airports, on a basis proportionate to the City of Los Angeles' share of the cost of acquisition of such

land, or shall be reinvested in an approved Part 150 project, pursuant to such instructions as the Federal Aviation Administration shall issue. If the proceeds are so reinvested, an Avigation Easement, in a form acceptable to the Los Angeles City Attorney's Office, shall be granted to the City of Los Angeles with respect to the property purchased with such reinvested proceeds.

Dated: December 11, 1990

INGLEWOOD REDEVELOPMENT AGENCY

By EDWARD VINCENT
Chairman

ATTEST:

HERMANITA V. HARRIS

Secretary
Hermanita V. Harris

APPROVED AS TO FORM:

HOWARD ROSTEN

Agency Counsel
Howard Rosten

December 11 , 1990

City of Los Angeles
Executive Director
Department of Airports

LETTER AGREEMENT

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document(s) shall be presented to the City of Los Angeles within a reasonable time following execution of this Letter Agreement. In addition to the above, it is hereby agreed that the Inglewood Redevelopment Agency shall grant an Avigation Easement to the City of Los Angeles, in a form acceptable to the Los Angeles City Attorney's Office, with respect to all property purchased with interest earned on this \$2 million in matching funds or the \$2 million Grant.

As required by Federal Grant Agreement No. AIP 3-06-0139-N5, the proceeds of the disposition of the property acquired by the Agency with the Federal Grant funds shall be refunded to the United States for the Airport and Airway Trust Fund on a basis proportionate to the United States' share of the cost of acquisition of such land, or shall be reinvested in an approved Part 150 project, pursuant to such instructions as the Federal Aviation Administration shall issue. If the proceeds are so reinvested, an Avigation Easement, in a form acceptable to the Los Angeles City Attorney's Office, shall be granted to the City of Los Angeles with respect to the property purchased with such reinvested proceeds.

The proceeds of the disposition of the property acquired by the Agency with the matching funds from the City of Los Angeles shall be refunded to the City of Los Angeles, Department of Airports, on a basis proportionate to the City of Los Angeles' share of the cost of acquisition of such

land, or shall be reinvested in an approved Part 150 project, pursuant to such instructions as the Federal Aviation Administration shall issue. If the proceeds are so reinvested, an Avigation Easement, in a form acceptable to the Los Angeles City Attorney's Office, shall be granted to the City of Los Angeles with respect to the property purchased with such reinvested proceeds.

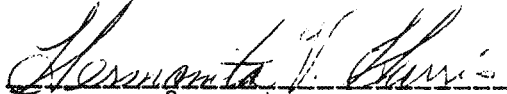
Dated: December 11, 1990

INGLEWOOD REDEVELOPMENT AGENCY

By 

Chairman

ATTEST:


Secretary
Hermanita V. Harris

APPROVED AS TO FORM:


Agency Counsel
Howard Rosten

January 16, 1996

ING-PA-1/93

City of Los Angeles
Executive Director
Department of Airports
One World Way
Los Angeles, CA 90045
Attn: Noise Management Bureau

LETTER AGREEMENT

PROPERTY ACQUISITION (PA)

On June 28, 1993, pursuant to Resolution No.'s 18508, The Board of Airport Commissioners (BOAC) authorized the City of Los Angeles, Department of Airports (LADOA), to provide funds, in the total sum of \$1,333,333.33 (hereinafter referred to as the LADOA grant amount or funds), to the City of Inglewood (Inglewood) for implementation of a Los Angeles International Airport Part 150 approved incompatible land use acquisition project. The LADOA grant amount is to match a portion of Federal Aviation Administration (FAA) Grant Agreement No. AIP 3-06-139-N7, in the total sum of \$4,000,000, dated September 28, 1990 (hereinafter referred to as the FAA grant or funds).

Inglewood shall comply with, or ensure compliance with, and shall be bound to the following terms and conditions upon the condition that the LADOA transfer to Inglewood the LADOA grant amount. The LADOA grant funds (\$1,333,333.33) will be transferred to Inglewood in one payment upon execution of this Agreement.

1. Inglewood shall comply with BOAC Resolution No.'s 18508 and 19357 (as successor to Resolution No. 18062) and all FAA Grant or other requirements and guidelines pertaining to this project. Inglewood shall further comply with any relevant and more restrictive land use mitigation program or sound

insulation requirements or guidelines established by the State of California pursuant to the Noise Standards found in Title 21, Subchapter 6 of the California Administrative Code (California Airport Noise Standards) or in the California Noise Insulation Standards found in Title 24, Chapter 35, Section 3501 of the State Building Code, or established by a FAR Part 150 Noise Compatibility Program adopted by the BOAC, or as otherwise set forth herein or promulgated by the LADOA in furtherance of the implementation of its FAR Part 150 Noise Compatibility Supplemental Funding Program. Whenever there is a conflict, the LADOA shall determine in consultation with all concerned parties which requirements or guidelines pertain to the project.

2. Inglewood shall submit to LADOA, as attachments to the signed copy of this Agreement, a copy of the FAA grant(s), a copy of the FAA Grant Application(s) supporting the FAA grant(s), and such other documents as are specified below for submittal with this Agreement.
3. Inglewood shall ensure the timely preparation and submittal of all documents required by the FAA or by the LADOA.
4. Inglewood shall ensure that for each eligible residential property it acquires the LADOA is granted and receives an Avigation Easement of the type provided for and specified in the BOAC's most recently adopted FAR Part 150 Supplemental Funding Program (Resolution No. 19357), and ensure that such easements are in a form, and are filed and/or recorded in a manner, acceptable to the Los Angeles City Attorney's Office.

In addition, Inglewood shall issue a Title 21 Compliance Certificate for each eligible residential property which Inglewood acquires, or offers to acquire but is not acquired either as the result of an overt declination of the offer or a lack of response to the offer. Inglewood shall ensure that the Title 21 Compliance Certificates provided for herein are prepared in a form and are distributed and filed as required by the LADOA.

Where property is to be acquired by Inglewood with interest earned on the LADOA grant funds or with interest earned on the FAA grant, in addition to the above, it is hereby agreed that Inglewood shall grant and issue an Avigation Easement and Title 21 Compliance Certificate to the LADOA, in a form or forms acceptable to the Los Angeles City Attorney's Office, with respect to all property purchased.

As required by the FAA grant, the proceeds of the disposition of the property acquired by Inglewood with the Federal Grant funds shall be refunded to the United States for the Airport and Airway Trust Fund on a basis proportionate to the United States' share of the cost of acquisition of such land, or shall be reinvested in an approved Part 150 project, pursuant to such instructions as the FAA shall issue. If the proceeds are so reinvested, an Avigation

Easement and Title 21 Compliance Certificate, in a form or forms acceptable to the Los Angeles City Attorney's Office, shall be granted and issued to the LADOA with respect to the property purchased with such reinvested proceeds.

The proceeds of the disposition of the property acquired by Inglewood with the LADOA grant funds shall be refunded to the LADOA, on a basis proportionate to the LADOA's share of the cost of acquisition of such land, or shall be reinvested in an approved Part 150 project, pursuant to such instructions as the FAA shall issue. If the proceeds are so reinvested, an Avigation Easement and Title 21 Compliance Certificate, in a form or forms acceptable to the Los Angeles City Attorney's Office, shall be granted and issued to the LADOA with respect to the property purchased with such reinvested proceeds.

Any funds remaining from the LADOA grant amount after completion of the residential property acquisition project shall be refunded to the LADOA or shall be reinvested in a subsequent approved Part 150 residential property acquisition project pursuant to such instructions as the LADOA may issue. If the remaining funds are so reinvested, an Avigation Easement and a Title 21 Compliance Certificate, in a form or forms acceptable to the Los Angeles City Attorney's Office, shall be granted or issued to the LADOA with respect to the property acquired with the reinvested funds.


5. Inglewood shall prepare and maintain an airport incompatible land use program plan (referred to as the Aircraft Noise Mitigation Plan) in compliance with guidelines developed and maintained by the LADOA which sets forth in narrative and graphic form Inglewood's objectives, priorities, mitigation actions, program requirements and the time schedule necessary to bring all eligible incompatible land use within its jurisdiction into compliance with the California Airport Noise Standards. The Plan shall be comprehensive in that it shall include all proposed mitigation strategies including both sound insulation and acquisition/recycle programs. Such plan shall be updated annually and shall include a detailed long-range compliance schedule with project phases, cost estimates and other program elements that are pertinent to achieving total compliance with the Airport Noise Standards. Such data shall cover separately the impact area within the LADOA's current annual Community Noise Equivalent Level (CNEL) 65 Airport noise contour and the impact area within the most recent 100% Stage 3 aircraft CNEL 65 noise contour prepared by the LADOA for the Airport. Five (5) copies of the LADOA approved up-to-date program plan shall be submitted to LADOA no later than four months after Inglewood signs this Agreement.
6. Inglewood shall prepare a project implementation plan (referred to as the Grant Implementation Plan) for properties to be acquired and redeveloped with the combined FAA and LADOA funds covered by this Agreement. The

plan, prepared in compliance with guidelines developed and maintained by the LADOA, shall be in narrative and graphic form and shall specify priorities, and describe how they were set, mitigation measures to be taken, time schedules, estimated costs, and other pertinent project elements as required in the LADOA guidelines. The project implementation plan shall describe the process for obtaining, recording and filing an Avigation Easement for all properties to be acquired and the process for issuing a Title 21 Compliance Certificate for all properties to be acquired and for all properties declining acquisition. Five (5) copies of the LADOA approved project implementation plan shall be submitted to LADOA no later than four months after Inglewood signs this Agreement.

7. It is the LADOA's intent to achieve compliance with the California Airport Noise Standards as quickly, efficiently and cost effectively as possible. In pursuing this objective, it is LADOA's intent that land use mitigation programs should be prioritized so that incompatible properties that will continue to remain in the Airport noise impact area the longest, that are within the highest noise zones, and that are not projected for early conversion or redevelopment through normal market forces, should receive the highest priority for LADOA funds and FAA grant monies.

Therefore, in establishing program and project priorities, Inglewood shall select and prioritize properties according to the following criteria: (1) the property is within the CNEL 65 noise contour depicted on one or both of the Airport's FAR Part 150 Noise Exposure Maps (NEM's) approved by the FAA; (2) the property is within the projected 100% Stage 3 Aircraft CNEL 65 noise contour prepared by the LADOA for the Airport; (3) to the extent feasible, and consistent with Inglewood's adopted land use acquisition/recycle program priorities, the property is within the highest 1dB CNEL measurement zone, or within the block with the highest average noise level, relative to other eligible incompatible properties proposed for acquisition; and, (4) the property's land use is consistent with Inglewood's General Plan, any relevant specific plan and applicable zoning requirements. Any deviations from these criteria or from other prioritization criteria developed by the LADOA to achieve compliance with the California Airport Noise Standards shall be subject to prior LADOA approval, normally in conjunction with LADOA approval of the Aircraft Noise Mitigation Plan and the Grant Implementation Plan.

8. It is the LADOA's objective to establish a systematic and, to the extent possible, uniform computerized recordkeeping system for all projects funded or partially funded by the LADOA. Inglewood shall cooperate with and assist the LADOA in establishing and maintaining such a system, and shall modify its systems, when necessary or requested by the LADOA, to achieve that objective.

9. In facilitating the establishment and maintenance of a unified system of records, Inglewood shall provide LADOA with a computer database with up-to-date land use information for the areas described in the Aircraft Noise Mitigation Plan; this database shall be an update of LADOA's most recent land use database, shall conform to format conventions specified by LADOA, and shall be provided in a format so as to require no editing for transfer of records to the LADOA land use database. For the purposes of these projects, the adequacy of submitted land use data is subject to LADOA approval; land use data based on databases other than that of LADOA, including but not limited to the County Assessor, are normally considered inadequate.
 10. In further cooperating with maintenance of a unified system of records, Inglewood shall prepare any maps required for inclusion in any document required or submitted pursuant to this Agreement so as to conform to format conventions pertaining to size, scale, color, and features as specified by LADOA.
 11. Inglewood shall utilize its best efforts to submit to LADOA the required database and maps with the signed copies of this Agreement. If Inglewood lacks the ability to adequately prepare database and map submittals using its current staff, computers, and consultant resources, Inglewood shall submit documentation demonstrating that an appropriate consultant has been selected and retained to prepare the required database and maps at the time of Inglewood's approval of this Agreement and shall submit all required database and map submittals within four months of the date Inglewood signs this Agreement.
-  Where required database, maps or other documents are not submitted to LADOA with this Agreement, Inglewood shall limit, until such documents are submitted and approved by LADOA, the expenditure of LADOA funds transferred under this Agreement to the preparation of said documents and to project preparatory work that is exclusive of actual property acquisition or relocation assistance costs described in Item Number 13, below.
12. To ensure that LADOA funds are utilized only for mitigation of incompatible properties constructed prior to commencement of this program, Inglewood shall adopt an Ordinance which requires the sound insulation of new or expanded incompatible properties. The adequacy of the Ordinance shall be subject to LADOA approval. Inglewood acknowledges that no further LADOA funding shall be approved by the BOAC after July 1, 1993 under this program until after Inglewood adopts a sound insulation Ordinance that has been approved by the LADOA.
 13. In undertaking property acquisition projects, Inglewood shall ensure that at least 80% of LADOA grant funds are allocated to actual acquisition costs.

including relocation assistance, or such a greater percentage allocation for such costs as is reported and approved for FAA funds during the project. Normally, non-construction planning, appraisal and administrative overhead costs should not exceed 20% of total project cost. Purely administrative overhead costs should not exceed 5% of total project cost and should be directly and exclusively related to project implementation activities. LADOA grant funds may be used only for materials and activities that are also eligible for purchase with FAA grant funds and are subject to the same limitations imposed on the use of FAA grant funds, unless specific prior LADOA authorization is obtained in writing.

14. In undertaking LADOA funded projects, Inglewood shall conduct progress meetings with LADOA staff on a quarterly basis, or more frequently if requested by either party, and shall provide progress reports at regular intervals established by the LADOA.
15. On completion of the project(s) funded under this Letter Agreement, and in accordance with guidelines developed and maintained by the LADOA, Inglewood shall prepare and provide five (5) copies of a final project report (referred to as the Grant Report) to LADOA showing the results of the project, the allocation of actual acquisition (appraisal, relocation, site purchases, and authorized site preparation) expenditures (both LADOA and FAA) among the individual project properties, a listing of all Avigation Easements obtained for acquired project properties and a listing of all Title 21 Compatibility Certificates issued for the project properties acquired and not acquired, and the total allocation, in detail satisfactory to the LADOA, of actual expenses (both LADOA and FAA) by project category and sub-category: e.g., for project planning, project evaluation and design, project acquisition and relocation, demolition and site preparation, and project administration. All general administrative overhead expenses shall be detailed separately from site-related acquisition/development administrative expenses.
16. In addition to the final project report, Inglewood shall provide annually to LADOA five (5) copies of an annually updated cumulative progress report (prepared in accordance with LADOA guidelines and referred to as the Cumulative Annual Progress Report) documenting the historical and ongoing receipt and expenditure of all LADOA grant funds and FAA matching funds, and all FAA Grants obtained without matching LADOA grant funds, and the submittal of all Avigation Easements and Title 21 Compatibility Certificates by Inglewood pursuant to the most recently adopted FAR Part 150 Noise Compatibility Program and FAR Part 150 Noise Compatibility Supplemental Funding Program. A cumulative list of all properties made compatible with the California Airport Noise Standards shall be maintained by Inglewood and updated and attached to the Cumulative Annual Progress Report.

Dated: January 30, 1996

City of Inglewood

by



(Signature)

Edward Vincent

(Printed Name)

Mayor

(Title)

ATTEST:



(Signature)

Hermanita V. Harris, City Clerk

(Name / Title)

APPROVED AS TO FORM:



(Signature)

Howard Rosten, City Attorney

(Name / Title)

Redevelop.

August 25, 1987

City of Los Angeles
Executive Director
Department of Airports

LETTER AGREEMENT

The Inglewood Redevelopment Agency (Agency) shall be bound to the following terms and conditions upon the condition that the City of Los Angeles, Department of Airports transfers to the Agency the sum of \$3 million.

On May 20, 1987, pursuant to Resolution No. 15845, the Board of Airport Commissioners authorized the City of Los Angeles, Department of Airports, to provide matching funds, in the total sum of \$3 million, to the Agency for implementation of a Part 150 approved project. \$2 million is to match Federal Aviation Administration Grant Agreement No. AIP 3-06-0139-N3, in the sum of \$2 million, received by Inglewood during the 1986-87 Federal fiscal year. The additional \$1 million is to match an anticipated \$1 million Federal Grant that is anticipated to be received by Inglewood during the 1987-88 Federal fiscal year.

The payment of \$3 million, by the City of Los Angeles to the Agency, is contingent on the Agency granting to the City of Los Angeles an Avigation Easement, in a form acceptable to the Los Angeles City Attorney's Office, with respect to the property acquired by the Agency with the Grant and matching funds.

Receipt by the City of Los Angeles of an acceptable Avigation Easement has previously been acknowledged.

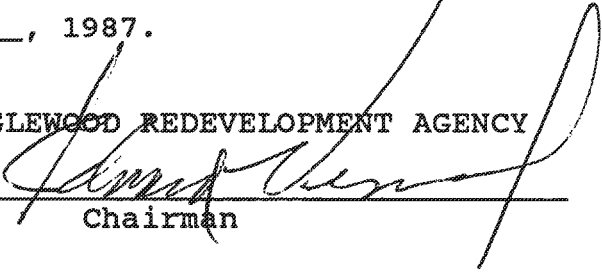
As required by Federal Grant Agreement No. AIP 3-06-0139-N3, the proceeds of the disposition of the property acquired by the Agency with the Federal Grant funds shall be refunded to the United States for the Airport and Airway Trust Fund on a basis proportionate to the United States' share of the cost of acquisition of such land, or shall be reinvested in an approved Part 150 project, pursuant to such instructions as the Federal Aviation Administration shall issue.

The proceeds of the disposition of the property acquired by the Agency with the matching funds from the City of Los Angeles shall be refunded to the City of Los Angeles, Department of Airports, on a basis proportionate to the City of Los Angeles' share of the cost of acquisition of such land, or shall be reinvested in an approved Part 150 project, pursuant to such instructions as the Federal Aviation Administration shall issue.

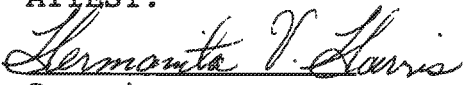
In the event that the Agency does not, in fact, receive the additional \$1 million Federal Grant during the 1987-88 Federal fiscal year, the City of Inglewood shall promptly return to the City of Los Angeles, Department of Airports, the \$1 million matching grant.

Dated: August 25, 1987.

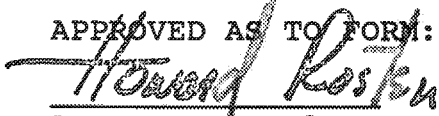
INGLEWOOD REDEVELOPMENT AGENCY

By 
Chairman

ATTEST:


Secretary

APPROVED AS TO FORM:


Agency Counsel

August 9, 1990

Receipt is hereby acknowledged of City of Los Angeles
Warrant No. HO 721988, in the amount of \$1 million, by the
City of Inglewood Redevelopment Agency.

By 
Signature

Cris Ghez
Print Name

Acting Development Manager
Print Title

Board of
Airport Commissioners

Robert A. Chick
President
Marla D. Hummer
Vice President
Johnnie L. Cochran, Jr.
Jerry B. Epstein
Samuel Greenberg

Clifton A. Moore
Executive Director

Board File

No. 2013
X1704

RESOLUTION NO. 15844

WHEREAS, on recommendation of Management, there was presented for approval, resolution establishing procedures relative to the partial funding and/or matching funding of Part 150 Programs at Los Angeles International Airport; and

WHEREAS, the Federal Aviation Administration approved a Part 150 Program applicable to Los Angeles International Airport, on June 25, 1984. The parties to this hexapartite Agreement are the Department of Airports as sponsor, the Federal Aviation Administration as the approving authority, City of Los Angeles, County of Los Angeles, City of Inglewood and the City of El Segundo; and

WHEREAS, the approved Part 150 Program includes a number of projects including residential soundproofing, land conversion, etc. that are eligible for Federal funding as a noise mitigation project. It is estimated that the total cost of accomplishing all of the approved projects would exceed \$200 million dollars. At the present time there are not sufficient funding sources to accomplish all of the projects in a reasonable time. Only limited Federal funding is available; and

WHEREAS, it is recommended that this policy/procedure Resolution be adopted reflecting the Department's intentions relative to funding a portion of the approved projects that have received a Federal Grant on a matching and cooperative basis with the parties to the 150 agreement. The salient elements of this recommended policy/procedure are as follows:

1. That, subject to fund availability and the Department's budgetary process, approximately \$5 million dollars would be made available annually as a matching contribution to any Federal Aviation Administration approved grant received by the parties to the 150 agreement.
2. Any funds provided will be limited to a maximum of \$2 million dollars per year to any given political jurisdiction.
3. The funds are not to be used as the political jurisdictions local share contribution to Federal Aviation Administration approved grants.
4. Under special circumstances, funds, not to exceed \$1 million dollars, may be advanced in a given year from the funds to be allocated for the ensuing year. The political jurisdiction receiving any advanced funds would have the ensuing year's eligibility correspondingly reduced.

5. No matching funds would be provided under this Resolution unless the City of Los Angeles, Department of Airports, receives an aviation and/or noise easement.
6. Funding under this proposed program will be effective with the 1986-87 fiscal year.
7. Unremitted funds remaining at the end of a fiscal year will not be transferred to the next fiscal year; and


WHEREAS, it is not the intention of this Resolution to necessarily limit expenditures of funds for Department of Airports sponsored residential soundproofing projects. With regard to the location of any structures to be soundproofed, by funds separately provided by the Department of Airports, locations will be determined by the Part 150 Forum; and

WHEREAS, this action, authorizing the adoption of a policy Resolution as a continuing administrative activity, is exempt from the requirements of the California Environmental Quality Act as provided by Article III, Section 2.f. of the Los Angeles City CEQA Guidelines;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners determined that this action is exempt from CEQA requirements, and approved adoption of this Resolution.

oOo

I hereby certify that the foregoing is a true and correct copy of Resolution No. 15844 adopted by the Board of Airport Commissioners at a regular meeting held Wednesday, May 20, 1987.



Elaine E. Staniec - Secretary
BOARD OF AIRPORT COMMISSIONERS

CITY'S ORIGINAL

January 4, 2001

ING-PA-6

City of Los Angeles
Executive Director
Los Angeles World Airports
One World Way
Los Angeles, CA 90045
Attn: Environmental Management Division

LETTER AGREEMENT
PROPERTY ACQUISITION (PA)

On October 13, 1998, pursuant to Resolution No.'s 20007 and 20423 the Board of Airport Commissioners (BOAC) authorized the City of Los Angeles, Department of Airports (LAWA), to provide funds, in the total sum of \$8,000,000 (hereinafter referred to as the LAWA grant amount or funds), to the City of Inglewood (Inglewood) for implementation of a LAWA-approved incompatible land use acquisition project. The LAWA grant amount is to match a \$1,736,558 portion of Federal Aviation Administration (FAA) Grant Agreement No. AIP 3-06-0139-NM, dated September 30, 1997 and a \$6,263,442 portion of FAA Grant Agreement No. AIP 3-06-0139-NN, dated September 30, 1997 (hereinafter referred to as the FAA grant or funds). All parcels proposed for mitigation pursuant to this Letter Agreement shall meet all FAA AIP grant requirements and all LAWA eligibility requirements set forth in this Letter Agreement.

Inglewood will comply with, or ensure compliance with, and will be bound to the following terms and conditions upon the condition that the LAWA transfer to Inglewood the LAWA grant amount. The LAWA has stipulated that such grant amount shall be transferred in accordance with a payment schedule approved by the LAWA that includes no fewer than two partial payments as follows: up to 90% of the total amount upon LAWA approval of all required ~~presently outstanding~~ documents and data ~~now~~ due from Inglewood as required by this and/or previous letter agreements, and following submittal to LAWA of three (3) signed and completed copies of this Agreement, with attachments

specified below; and, up to 100% upon LAWA receipt and approval of the Project Report required by this Agreement to be submitted on completion of the funded project. All documents, data, or other submittals required by this Letter Agreement, the above mentioned BOAC Resolutions, the FAA or any other law, regulation, ordinance or requirement shall be submitted on or before the established due dates, in accordance with Section 4, below. ~~Documents and data now due from Inglewood include the 1998 annual updates of Inglewood's Aircraft Noise Mitigation Plan (ANMP), Cumulative Annual Progress Report (CAPR), and land use database, as well as Project Reports (Project Reports) for all completed property acquisition projects.~~

1. Inglewood will comply with BOAC Resolution No.'s 20007 and 20423 and all FAA Grant or other requirements and guidelines pertaining to this project. Inglewood will further comply with any relevant and more restrictive land use mitigation program or sound insulation requirements or guidelines established by the State of California pursuant to the Noise Standards found in Title 21, Subchapter 6 of the ~~California Administrative Code~~ California Code of Regulations (California Airport Noise Standards) or in the California Noise Insulation Standards found in Title 24, Chapter 12, Section 1208A of the State Building Code, or established by a FAR Part 150 Noise Compatibility Program adopted by the BOAC, or as otherwise set forth herein or promulgated by the LAWA in furtherance of the implementation of its FAR Part 150 Noise Compatibility Supplemental Funding Program. Whenever there is a conflict, the LAWA will determine, in consultation with Inglewood and all concerned parties, which requirements or guidelines pertain to the project.
2. Inglewood is submitting to LAWA, as attachments to the signed copy of this Agreement, a copy of the FAA Grant Agreement(s), a copy of the FAA Grant Application(s) supporting the FAA grant(s), and such other documents as are specified below for submittal with this Agreement.
3. In undertaking property acquisition projects, Inglewood acknowledges LAWA's technical and oversight responsibilities under the California Airport Noise Standards and its auditing responsibilities as a grant issuing agency and will work cooperatively and in good faith with LAWA in performing and documenting its work in furtherance of this Agreement and in support of LAWA's responsibilities. Inglewood further acknowledges that it is the intent of this Letter Agreement to ensure that Inglewood complies with the conditions and requirements established by LAWA. If LAWA determines that Inglewood has not met the conditions and requirements established herein, LAWA may take any of the following actions and Inglewood will comply with related LAWA requests: (1) upon due notice, Inglewood will refund to LAWA the funds that Inglewood has already received under this Letter Agreement, (2) LAWA will withhold additional funds under the grant, and/or (3) Inglewood will become ineligible for future funds.
4. Inglewood will ensure the timely preparation and submittal of all documents required by the FAA or by the LAWA. Where documents required by this Agreement are allowed to be prepared, submitted and approved by LAWA after

execution of this Agreement, or required to be periodically updated, resubmitted and approved by LAWA after execution of this Agreement, but such documents are not submitted by the required dates and have become past due, Inglewood agrees to suspend expenditure of all moneys transferred by this Agreement until all such past due documents are submitted to and approved by LAWA, excepting only expenditures necessary to prepare or update the past due documents.

5. Inglewood will ensure that for each eligible incompatible property it acquires the LAWA is granted and receives an Avigation Easement of the type provided for and specified in the BOAC's most recently adopted FAR Part 150 Supplemental Funding Program (Resolution No. 20007 and/or, specified in Resolution No. 20423) in accordance with the attached Sample Avigation Easement, and will ensure that such easements are in a form, and are filed and/or recorded in a manner, acceptable to the Los Angeles City Attorney's Office.

In addition, Inglewood will issue a Title 21 Compliance Certificate for each eligible incompatible property which Inglewood acquires with LAWA and/or FAA funds. Inglewood will ensure that the Title 21 Compliance Certificates provided for herein are prepared in a form and are distributed and filed as required by the LAWA. Inglewood acknowledges that any incompatible property which is offered acquisition, but is not acquired, may, at a later date, participate in a subsequent acquisition program.

Where property is to be acquired by Inglewood with interest earned on the LAWA or FAA grant funds, in addition to the above, it is hereby agreed that Inglewood will grant and issue an Avigation Easement and Title 21 Compliance Certificate to the LAWA, in a form or forms acceptable to the Los Angeles City Attorney's Office, with respect to all property purchased.

As required by the FAA grant, the proceeds of the disposition of the property acquired by Inglewood with the Federal Grant funds will be refunded to the United States for the Airport and Airway Trust Fund on a basis proportionate to the United States' share of the cost of acquisition of such land, or will be reinvested in an approved Part 150 project, pursuant to such instructions as the FAA shall issue. If the proceeds are so reinvested, an Avigation Easement and a Title 21 Compliance Certificate, in a form or forms acceptable to the Los Angeles City Attorney's Office, will be granted and issued to the LAWA with respect to the property purchased with such reinvested proceeds.

The proceeds of the disposition of the property acquired by Inglewood with the LAWA grant funds will be refunded to the LAWA, on a basis proportionate to the LAWA's share of the cost of acquisition of such land, or will be reinvested in an approved Part 150 project, pursuant to such instructions as the FAA will issue. If the proceeds are so reinvested, an Avigation Easement and a Title 21 Compliance Certificate, in a form or forms acceptable to the Los Angeles City Attorney's Office,

will be granted and issued to the LAWA with respect to the property purchased with such reinvested proceeds.

Any funds remaining from the LAWA grant amount after completion of the incompatible property acquisition project will be refunded to the LAWA or will be reinvested in a subsequent approved Part 150 incompatible property acquisition project pursuant to such instructions as the LAWA may issue. If the remaining funds are so reinvested, an Avigation Easement and a Title 21 Compliance Certificate, in a form or forms acceptable to the Los Angeles City Attorney's Office, will be granted or issued to the LAWA with respect to the property acquired with the reinvested funds.

6. Inglewood will prepare and maintain, for the benefit of the LAWA, an airport incompatible land use program plan (hereinafter referred to as the Aircraft Noise Mitigation Plan or the ANMP) in compliance with guidelines developed and maintained by the LAWA. The ANMP will set forth in narrative and graphic form LAWA's objectives, priorities, and program requirements, and Inglewood's mitigation actions, and time schedule to bring all eligible incompatible land use within its jurisdiction into compliance with the California Airport Noise Standards. The ANMP will be comprehensive in that it will include all proposed mitigation strategies including both sound insulation and acquisition/recycle programs. Inglewood will update the ANMP at least annually, with the next update due to LAWA no later than June 30, 2001. The ANMP will include Inglewood's detailed long-range compliance schedule with project phases, cost estimates and other program elements that are pertinent to achieving total compliance with the Airport Noise Standards. The ANMP will describe the process for obtaining, recording and filing an Avigation Easement for all properties to be acquired and the process for issuing a Title 21 Compliance Certificate for all properties to be acquired, for each ineligible property and for each property whose owner declined acquisition. Such data will cover the impact area within the LAWA's Fourth Quarter 1992 annual 65 dB Community Noise Equivalent Level (CNEL) noise contour and the impact area within the most recent 100% Stage 3 aircraft 65 dB CNEL noise contour prepared by the LAWA for the Airport. One (1) digital copy on diskette and three (3) hard copies of the LAWA approved ANMP will be submitted to LAWA by June 30, 2001.

7. Inglewood has prepared a project implementation plan (hereinafter referred to as the Project Implementation Plan or the PIP) for properties to be acquired with the combined FAA and LAWA funds covered by this Agreement. This and any future PIPs will be prepared in compliance with guidelines developed and maintained by the LAWA, will be in narrative and graphic form and will specify priorities, and describe how they were set, mitigation measures to be taken, time schedules, estimated costs (including an estimated total cost breakdown for each dwelling unit), and other pertinent project elements as required in the LAWA guidelines. The PIPs will set forth a prioritized schedule to be followed that ensures that incompatible acquisition will be systematically offered to the owner(s) of each eligible property in accordance with the program and project priorities set forth

under Section 8, below. One (1) digital copy on diskette and three (3) hard copies of the ~~LAWA approved~~ each PIP is to be submitted to LAWA ~~with this Agreement for review and approval.~~

8. Inglewood recognizes that it is the LAWA's intent to achieve compliance with the California Airport Noise Standards as quickly, efficiently and cost effectively as possible. In pursuing this objective, it is LAWA's intent that land use mitigation programs should be prioritized so that incompatible properties that will continue to remain in the Airport noise impact area the longest, that are within the highest noise zones, and that are not projected for early conversion or redevelopment through normal market forces, should receive the highest priority for LAWA funds and FAA grant monies.

Therefore, in establishing program and project priorities, Inglewood will select and prioritize properties according to the following criteria: (1) the property is within the 65 dB CNEL noise contour depicted on the Airport's FAR Part 150 Noise Exposure Map (NEM) approved by the FAA; (2) the property is within the projected 100% Stage 3 Aircraft 65 dB CNEL noise contour prepared by the LAWA for the Airport; (3) to the extent feasible, and consistent with Inglewood's adopted land use acquisition/recycle program priorities, the property is within the highest 1 dB CNEL measurement zone, or within the block with the highest average noise level, relative to other eligible incompatible properties proposed for acquisition; and, (4) the property's land use is consistent with Inglewood's General Plan, any relevant specific plan and applicable zoning requirements. Inglewood recognizes that any deviations from these criteria or from other prioritization criteria developed by the LAWA to achieve compliance with the California Airport Noise Standards will be subject to prior LAWA approval, normally in conjunction with LAWA approval of the Aircraft Noise Mitigation Plan and the Project Implementation Plan.

9. Inglewood recognizes that it is the LAWA's objective to establish a systematic and, to the extent possible, uniform computerized record keeping system for all projects funded or partially funded by the LAWA. Inglewood will cooperate with and assist the LAWA in establishing and maintaining such a system, and will modify its systems, when necessary or requested by the LAWA, to achieve that objective.
10. In facilitating the establishment and maintenance of a unified system of records, Inglewood will provide LAWA with a computer database with up-to-date land use information for the areas described in the Aircraft Noise Mitigation Plan; this database will be an update of LAWA's most recent land use database, will conform to format conventions specified by LAWA, and will be provided in a format that will require no editing for transfer of records to the LAWA land use database. For the purposes of these projects, the adequacy of submitted land use data is subject to LAWA approval; land use data based on databases other than that of LAWA, including but not limited to databases developed solely from County Assessor data, are normally considered inadequate. A copy of the required database, a narrative explanation of the methods used in its update, and a graphic presentation

and tabular list of the changes made to parcels by APN will be submitted to LAWA with the ANMP required in Section 6, above.

11. In further cooperating with maintenance of a unified system of records, Inglewood will prepare any and all maps included in any document required or submitted pursuant to this Agreement so as to conform to format conventions pertaining to size, scale, color, and features as specified by LAWA.
12. ~~Because~~ In the event the required database, maps or other documents are not submitted to LAWA with this Agreement, Inglewood will limit, until such documents are submitted and approved by LAWA, the expenditure of LAWA funds to the preparation of said documents and to project preparatory work that is exclusive of actual construction costs described in Section 14, below.
13. Inglewood will prepare a written certification by the appropriate Inglewood building official that their LAWA approved sound insulation ordinance has not been amended or repealed, remains sufficient to achieve the sound insulation standards set forth in the California Airport Noise Standards, and is currently being implemented and enforced. Said certification is to be submitted to LAWA with the signed copies of this Agreement.
14. In undertaking and documenting incompatible property acquisition projects, Inglewood will ensure and will document that at least 80% of LAWA grant funds are allocated to actual acquisition costs, or such a greater percentage allocation for such costs as is achieved for FAA funds during the Project. Inglewood will ensure that non-construction planning, engineering, noise measurement and administrative overhead costs (undertaken by either or both Inglewood's staff or consultants) will not exceed 20% of total project cost. Further, any purely administrative Inglewood overhead costs (particularly those oversight costs accrued by Inglewood's general support staff as opposed to any direct implementation costs accrued by Inglewood's full-time project-exclusive working staff) will not exceed 3% of total project cost and will be shown to be directly and exclusively related to project implementation activities. LAWA grant funds may be used only for materials and activities that are also eligible for purchase with FAA grant funds and are subject to the same limitations imposed on the use of the FAA grant funds. Inglewood will obtain specific written authorization from the LAWA before deviating from any of these funding criteria. All such actual costs, calculations, and deviations, if any, shall be documented in the PR for the Project (see Section 16, below).
15. In undertaking LAWA funded projects, Inglewood will conduct progress meetings with LAWA staff on a quarterly basis, or more frequently if requested by either party, and will provide progress reports on a monthly basis setting forth information required by LAWA in a format established by LAWA. All such meetings and reports will be documented in the PR for the project (see Section 16, below).

16. Within 60 days of completion of the project(s) funded under this Letter Agreement, and in accordance with guidelines developed and maintained by the LAWA, Inglewood will prepare and submit three (3) copies of a final project report (hereinafter referred to as the Project Report or the PR) to LAWA showing the results of the project, the allocation of actual acquisition (appraisal, relocation, site purchases, and authorized site preparation) expenditures (both LAWA and FAA) among the individual project properties, a listing of all Avigation Easements obtained for acquired project properties and a listing of all Title 21 Compatibility Certificates issued for the project properties acquired and not acquired, and the total allocation, in detail satisfactory to the LAWA, of actual expenses (both LAWA and FAA) by project category and sub-category: e.g., for project planning, project evaluation and design, project acquisition and relocation, demolition and site preparation, and project administration. All general administrative overhead expenses will be detailed separately from site-related acquisition/development administrative expenses. The PR will contain an explicit comparison between the estimated total cost for each property that was submitted in the PIP (see Section 7, above) and the actual total cost for each property.
17. In addition to the final project report, Inglewood will provide annually to the LAWA three (3) copies of an annually updated cumulative progress report (prepared in accordance with LAWA guidelines and hereinafter referred to as the Cumulative Annual Progress Report or the CAPR) documenting the historical and ongoing receipt and expenditure of all LAWA grant funds and FAA matching funds, and all FAA Grants obtained without matching LAWA grant funds, and the submittal of all Avigation Easements and Title 21 Compatibility Certificates by Inglewood to the LAWA. A cumulative list of all properties made compatible with the California Airport Noise Standards will be maintained by Inglewood and at least annually updated and attached to the Cumulative Annual Progress Report. The CAPR will be updated at least annually and submitted to the LAWA with the required annual update of the Aircraft Noise Mitigation Plan.

Dated: May 8, 2001

City of Inglewood

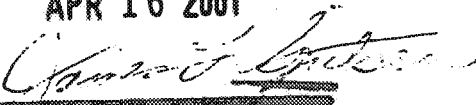
by 
(Signature)

Roosevelt F. Dorn
(Printed Name)

Mayor
(Title)

APPROVED AS TO FORM
JAMES K. HAHN
City Attorney

APR 16 2001

By 
ASSISTANT/CITY ATTORNEY

ATTEST:

by *Hermanita V. Harris*
(Signature)

Hermanita V. Harris
(Printed Name)

City Clerk
(Title)

APPROVED AS TO FORM:

Charles E. Dickerson III
Charles E. Dickerson III
City Attorney

Los Angeles World Airports

June 7, 2001

Ms. Deanna Untermahrer
Airport Programs Manager
City of Inglewood
One Manchester Blvd.
Inglewood, CA 90301-1750

RE: LAWA Grant Administration Program - Property Acquisition (ING-PA-6)

LAX
Ontario
Van Nuys
Palmdale
City of Los Angeles
Richard J. Riordan,
Mayor
Board of Airport
Commissioners
John J. Agoglia
President
Mark E. Schaffer
Vice President
Lee Kanon Alpert
Miguel Contreras
Christopher C. Pak
Cheryl K. Petersen
Warren W. Valdry
Lydia H. Kennard
Executive Director

Dear Ms. ^{Deanna}Untermahrer:

Please find enclosed check in the amount of \$7,200,000 for the City of Inglewood's noise mitigation program, Property Acquisition.

Thank you for your continued participation and considerable efforts in the implementation of this program.

Sincerely,



Intissar Durham
Soundproofing Division

ID:lm

enclosure

cc:L.H. Kennard
R. Johnson
K.L. Sisson



CITY OF LOS ANGELES

220 City Hall
Los Angeles, 90012

Fund: 71R
Check Total: \$7,200,000.00

Check No. H060881
Check Date May 29, 2001

Vendor Name: CITY OF INGLEWOOD

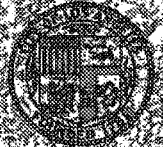
Vendor No: 99999990409

VENDOR INVOICE DATE	DEPARTMENT NAME	DP. NO.	PV NUMBER	REF. AUTH.	DESCRIPTION	D	NET AMOUNT
05/23/01	AIRPORTS	04	01718041269		RESO 20423 - PART 150 PROP ADJUST CITY OF INGLEWOOD	N	7200000.00

Please Detach Before Presenting for Payment

THIS CHECK HAS A WATERMARK ON THE REVERSE SIDE. CHECK IS NOT VALID WITHOUT THIS WATERMARK.

DEMAND OF THE LOS ANGELES CITY TREASURY
215 W. 6th Street
Los Angeles, CA 90012
VOID AFTER 6 MONTHS



CITY OF LOS ANGELES


FUND: 824
GENERAL DEMAND

DEMAND NUMBER: H060881

Date: May 29, 2001

PAY TO THE ORDER OF: **CITY OF INGLEWOOD WILL CALL**

Pay Amount: \$7,200,000.00

APPROVED CONTROLLER OF THE CITY OF LOS ANGELES

RICK TUTTLE

Seven million two hundred thousand Dollars

⑈060881⑈ ⑆122000661⑆ 14591⑈80053⑈

CONFORMED COPY

ING-RSI-7 04-195

City of Los Angeles
 Executive Director
 Department of Airports
 One World Way
 Los Angeles, CA 90045

Board File
 No. LAA-8322

LETTER AGREEMENT

RESIDENTIAL SOUND INSULATION (RSI)
 City of Inglewood

On January 23 2007 by Resolution No 22893, and pursuant to Resolution No. 21481, the Board of Airport Commissioners (BOAC) authorized the City of Los Angeles, Department of Airports (LAWA), to provide funds, in the total sum of \$7,070,000 (hereinafter referred to as LAWA grant amount or funds), to the City of Inglewood for implementation of a LAWA Part 150 approved residential sound insulation project as described in Inglewood Grant Implementation Plan (GIP VI). The provisions of this Letter Agreement shall apply to all LAWA funds. All parcels proposed for mitigation pursuant to this GIP and Letter Agreement shall meet all LAWA eligibility requirements set forth in this Letter Agreement.

The City of Inglewood will comply with, or ensure compliance with the following terms and conditions upon the transfer to City of Inglewood of LAWA grant amount. LAWA has stipulated that such grant amount shall be transferred in accordance with a payment schedule that includes no fewer than four partial payments as follows: \$2,070,000 upon City of Inglewood submittal of this executed Letter Agreement plus five (5) signed copies, and LAWA approval of the Inglewood Sound Insulation Grant Implementation Plan; a second payment in the amount of \$2,293,000, upon completion of 500 units; the third payment in the amount of \$2,000,000 upon completion of the second 500 units, and a fourth and final payment of \$707,000 upon LAWA's receipt and approval of the Grant Reports required by this Agreement to be submitted on completion and close-out of the funded projects.

1. Inglewood will comply with BOAC Resolution Nos. 21481, and 22893 and all other requirements and guidelines pertaining to this project. Inglewood will further comply with any relevant and more restrictive land use mitigation program or sound insulation requirements or guidelines established by the State of California pursuant to the Noise Standards found in Title 21, Subchapter 6 of the California Code of Regulations (California Airport Noise Standards) or in the California Noise Insulation Standards found in Title 24, Chapter 12, Section 1208A of the State Building Code, or established by a FAR Part 150 Noise Compatibility Program adopted by the BOAC, or as otherwise set forth herein or promulgated by LAWA in furtherance of the implementation of its FAR Part 150 Noise Compatibility Supplemental Funding Program. Whenever there is a conflict, LAWA will determine, in consultation with Inglewood and all concerned parties, which requirements or guidelines pertain to the project.
2. Inglewood is submitting to LAWA, as attachments to the signed copy of this Agreement, a copy of FAA Grant Agreement(s) a copy of FAA Grant Application(s) supporting FAA grant(s), and such other documents as are specified below for submittal with this Agreement.
3. In undertaking sound insulation projects, Inglewood acknowledges LAWA's technical and oversight responsibilities under the California Airport Noise Standards and its auditing

responsibilities as a grant issuing agency. Inglewood will work cooperatively and in good faith with LAWA in performing and documenting its work in furtherance of the Agreement and in support of LAWA's responsibilities. If Inglewood has not met the conditions and requirements established herein, LAWA may take any of the following actions (1) upon due notice, Inglewood will refund to LAWA the funds that Inglewood has already received under this Letter of Agreement, (2) LAWA will withhold additional funds under the grant, and/or (3) Inglewood will become ineligible for future funds.

4. Inglewood will ensure the timely preparation and submittal of all documents required by LAWA. Where documents required by this Agreement are allowed to be prepared, submitted and approved by LAWA after execution of this Agreement, or required to be periodically updated, resubmitted and approved by LAWA after execution of this Agreement, but such documents are not submitted by the required dates and have become past due, Inglewood agrees to suspend expenditure of all moneys transferred by this Agreement until all such past due documents are submitted to and approved by LAWA, excepting only expenditures necessary to prepare or update the past due documents.
5. Pursuant to BOAC Resolution No. 21360, the requirements for Avigation Easements for residences to be sound insulated using LAWA funds covered by this Agreement is suspended subject to the conditions of said Resolution, this Agreement, and any other conditions imposed by the BOAC. Inglewood will ensure that a notification process is implemented which includes the following components: (a) that a written acknowledgement by each homeowner, in a form approved by LAWA, accompanies the homeowner's authorization to proceed with the insulation stating that the homeowner is aware of the existence and extent of LAX noise impact levels and of the noise attenuation that the proposed insulation is intended to provide, (b) a written acknowledgement by the homeowner, in a form approved by LAWA, is provided to LAWA following installation, that the insulation improvements have been installed and have attenuated the noise, and (c) that Inglewood shall enact and/or maintain an ordinance requiring that sellers of Inglewood residences give notice to buyers regarding the LAX noise impact levels and the attenuating effect of the insulation.
6. In addition, Inglewood will issue a Title 21 Compliance Certificate for each eligible residential property which Inglewood sound insulates with LAWA funds and for each residential property which is offered sound insulation but is not insulated either as the result of an overt declination of the offer or a lack of response to the offer, or due to the ineligibility of the property caused by failure to comply with the requirements of Item Number 18, below, or other cause for ineligibility. Inglewood will ensure that the Title 21 Compliance Certificates provided for herein are prepared in a form, and are distributed and filed as required by LAWA. Inglewood acknowledges that any residential property which is offered sound insulation, but is not insulated for any of the reasons listed above, may, at a later date, participate in the program provided the causes for ineligibility are eliminated to the satisfaction of LAWA.

In lieu of the Title 21 Compliance Certificate for properties that decline sound insulation or fail to respond to a valid offer for sound insulation, Inglewood shall obtain the property owners written statement of declination or provide other written evidence of the property owner declining a valid offer of acoustical treatment; or the property owners failure to respond to a valid written offer of acoustical treatment. Such evidence shall consist of a certified copy of the offer letter and proof of service. A copy of such additional documentation shall be submitted to LAWA at the end of each calendar month. Inglewood shall maintain a copy of such documentation until notified otherwise by LAWA.

Any funds, and interest thereon, remaining from LAWA grant amount after completion of the residential sound insulation project will be refunded to LAWA or will be reinvested in a subsequent approved Part 150 residential sound insulation project pursuant to such instructions as LAWA may issue. If the remaining funds are so reinvested, Inglewood will ensure that a Title 21 Compliance Certificate in a form or forms acceptable to the Los Angeles City Attorney's Office, and LAWA authorized alternative documentation specified in Section 5, Subsections (a) and (b) (above) will be granted or issued to LAWA with respect to the property sound insulated with the reinvested funds.

7. Inglewood will prepare and maintain, for the benefit of LAWA, an airport incompatible land use program plan (hereinafter referred to as the Aircraft Noise Mitigation Plan or the ANMP) in compliance with guidelines developed and maintained by LAWA. The ANMP will set forth in narrative and graphic form LAWA's objectives, priorities, and program requirements, and Inglewood's mitigation actions, and time schedule to bring all eligible incompatible land use within its jurisdiction into compliance with the California Airport Noise Standards. The ANMP will be comprehensive in that it will include all proposed mitigation strategies including both sound insulation and acquisition/recycle programs. Inglewood will update the ANMP at least annually. The ANMP will include Inglewood's detailed long-range compliance schedule with project phases, cost estimates and other program elements that are pertinent to achieving total compliance with the Airport Noise Standards. The ANMP will describe the process for issuing a Title 21 Compliance Certificate for all properties to be sound insulated, for each ineligible property and for each property whose owner declined sound insulation. Such data will cover the impact area within LAWA's Fourth Quarter 1992 annual 65 dB Community Noise Equivalent Level (CNEL) noise contour for the Airport.
8. Inglewood will prepare a project implementation plan (hereinafter referred to as the Grant Implementation Plan or the GIP) for properties to be sound insulated with the combined FAA and LAWA funds covered by this Agreement. The GIP will be prepared in compliance with guidelines developed and maintained by LAWA, will be in narrative and graphic form and will specify priorities, and describe how they were set, mitigation measures to be taken, time schedules, estimated costs, (including an estimated total cost breakdown for each dwelling unit), and other pertinent project elements as required in LAWA guidelines. The GIP will set forth a prioritized schedule to be followed that ensures that residential sound insulation will be systematically offered to the owner(s) of each eligible property in accordance with the program and project priorities set forth under Section 9, below. One (1) digital copy on diskette and five (5) hard copies of LAWA approved GIP will be submitted to LAWA with the signed copies of this Agreement.
9. Inglewood recognizes that it is LAWA's intent to achieve compliance with the California Airport Noise Standards as quickly, efficiently and cost effectively as possible. In pursuing this objective, it is LAWA's intent that land use mitigation programs should be prioritized so that incompatible properties that will continue to remain in the Airport noise impact area the longest, that are within the highest noise zones, and that are not projected for early conversion or redevelopment through normal market forces, should receive the highest priority for LAWA funds.

Therefore, in establishing program and project priorities, Inglewood will select and prioritize properties according to the following criteria: (1) the property is within the 65 dB CNEL noise contour depicted in the Airport's 1987 FAR Part 150 Noise Exposure Map (NEM) approved by the FAA; (2) the property is within the Fourth Quarter 1992 65 dB CNEL noise contour prepared by LAWA for the Airport; (3) the property is within the highest 1 dB CNEL measurement zone, or within the block with the highest average noise level, relative to other eligible incompatible properties; and, (4) the property's land use is consistent with Inglewood's General Plan, any relevant specific plan and applicable zoning

requirements. Inglewood recognizes that any deviations from these criteria or from other prioritization criteria developed by LAWA to achieve compliance with the California Airport Noise Standards will be subject to prior LAWA approval, normally in conjunction with LAWA approval of the Aircraft Noise Mitigation Plan and the Grant Implementation Plan.

10. Inglewood recognizes that it is LAWA's objective to establish a systematic and, to the extent possible, uniform computerized record keeping system for all projects funded or partially funded by LAWA. Inglewood will cooperate with and assist LAWA in establishing and maintaining such a system, and will modify its systems, when necessary or requested by LAWA, to achieve that objective.
11. Inglewood will provide LAWA with a computer database with up-to-date land use information for the areas described in the Aircraft Noise Mitigation Plan; this database will be an update of LAWA's most recent land use database, will conform to format conventions specified by LAWA, and will be provided in a format that will require no editing for transfer of records to LAWA land use database. For the purposes of these projects, the adequacy of submitted land use data is subject to LAWA approval.
12. In further cooperating with maintenance of a unified system of records, Inglewood will prepare any and all maps included in any document required or submitted pursuant to this Agreement so as to conform to a format specified by LAWA.
13. In the event the required database, maps or other documents are not submitted to LAWA with this Agreement, Inglewood will limit, until such documents are submitted and approved by LAWA, the expenditure of LAWA funds to the preparation of said documents and to project preparatory work that is exclusive of actual construction costs described in Item Number 15, below.
14. One copy of Inglewood's LAWA approved sound insulation ordinance that requires the sound insulation of new and expanded incompatible properties within the Fourth Quarter 1992 65 dB CNEL noise contour prepared by LAWA, together with written certification by the appropriate Inglewood building official that such ordinance is sufficient to achieve the sound insulation standards set forth in the California Airport Noise Standards and is currently being implemented and enforced, will be submitted to LAWA with the signed copies of this Agreement.
15. In undertaking and documenting residential sound insulation (RSI) projects, Inglewood will ensure and will document that at least 80% of LAWA grant funds are allocated to actual construction costs, or such a greater percentage allocation for such costs as is achieved for FAA funds during the Project. Inglewood will ensure that non-construction planning, engineering, noise measurement and administrative overhead costs (undertaken by either or both Inglewood's staff or consultants) will not exceed 20% of total project cost. Further, any purely administrative Inglewood overhead costs (particularly those oversight costs accrued by Inglewood's general support staff as opposed to any direct implementation costs accrued by Inglewood's full-time project-exclusive working staff) will not exceed 3% of total project cost and will be shown to be directly and exclusively related to project implementation activities. LAWA grant funds may be used only for materials and activities that are also eligible for purchase with FAA grant funds and are subject to the same limitations imposed on the use of FAA grant funds. Inglewood will obtain specific written authorization from LAWA before deviating from any of these funding criteria.
16. To the maximum extent possible, Inglewood will, in conducting RSI projects, conform to the recommendations set forth in LAWA's Design Guide for RSI projects in the vicinity of LAWA airports, as such document may be updated from time to time. Inglewood will obtain written approval from LAWA before approving any changes or deviations from such

residential projects that are not to be sound insulated because the owner(s) declined or the properties were ineligible for participation. Such Title 21 Compliance Certificates and/or alternative documentation will be signed by an authorized representative of Inglewood and filed and distributed as required by LAWA. Inglewood shall transmit such documents to LAWA within 30 calendar days of final enrollment of the Owner.

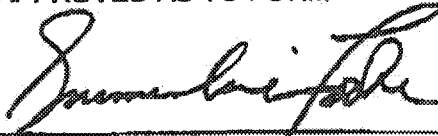
23. In undertaking LAWA funded projects, Inglewood will conduct progress meetings with LAWA staff on a quarterly basis, or more frequently if requested by either party, and will provide progress reports on a monthly basis setting forth information required by LAWA in a format established by LAWA.
24. Within 60 days of completion of the project(s) funded under this Letter Agreement, and in accordance with guidelines developed and maintained by LAWA, Inglewood will prepare and submit five (5) copies of a final project report (hereinafter referred to as the Grant Report or the GR) to LAWA showing the results of the project, the allocation of actual sound insulation (engineering, construction/installation and noise measurement) expenditures among the individual project properties, a listing of Title 21 Compliance Certificates obtained and issued for sound insulated project properties, a listing of all Title 21 Compliance Certificates that are issued for all eligible and ineligible properties not sound insulated, the record of all formal project correspondence and meetings held regarding the project, and the total allocation, in detail satisfactory to LAWA, of actual expenses (both LAWA and FAA) by project category and sub-category: e.g., for project planning, project evaluation and design, project construction, and project administration. All general administrative overhead expenses will be detailed separately from construction-related administrative expenses. The GR will contain an explicit comparison between the estimated total cost breakdown for each dwelling unit that was submitted in the project GIP (see Section 8, above) and the actual total cost breakdown for each dwelling unit.
25. In addition to the final project report, Inglewood will provide annually to LAWA five (5) copies of an annually updated cumulative progress report (prepared in accordance with LAWA guidelines and hereinafter referred to as the Cumulative Annual Progress Report or the CAPR) documenting the historical and ongoing receipt and expenditure of all LAWA grant funds and FAA matching funds, and all FAA Grants obtained without matching LAWA grant funds, and the submittal of all Title 21 Compliance Certificates by Inglewood to LAWA. A cumulative list of all properties made compatible with the California Airport Noise Standards will be maintained by Inglewood and at least annually updated and attached to the Cumulative Annual Progress Report. The CAPR will be updated at least annually and submitted to LAWA no later than three (3) months after the close of the Part 150 Fiscal Year. Inglewood shall also complete a companion annual accounting report and audit prepared by a Certified Public Accounting (CPA) firm for the project. This accounting report and audit shall be prepared according to the United States General Accounting Office yellow book standards using generally accepted government auditing standards (GAGAS).
26. In implementing this sound insulation program Inglewood will utilize an accounting system that will comply with generally accepted government auditing standards (GAGAS), as fully described in the United States Government, General Accounting Office publication yellow book standards. This standard includes, but is not limited to, the following accounting system, audit, and record keeping requirements:
 - A. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, the amount and disposition

of any interest claimed on LAWA funds, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with all State and Federal laws, regulations, and requirements.

- B. It shall make available to the Controller of the City of Los Angeles and the Executive Director of LAWA, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of Inglewood that are pertinent to the grant. The Controller of the City of Los Angeles or the Executive Director of LAWA may require that an appropriate audit be conducted by Inglewood. In any case in which an independent audit is made of the accounts of Inglewood relating to the disposition of the proceeds of this grant, or relating to the project with which the grant was given or used, it shall file a certified copy of such audit with the Controller of the City of Los Angeles and the Executive Director of LAWA not later than 6 months following the close of the fiscal year for which the audit was made.

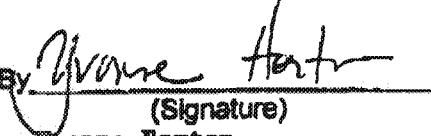
Dated: 2/15/06

APPROVED AS TO FORM



 City Attorney - City of Inglewood

ATTEST:

By 

 (Signature)
 Yvonne Horton

 (Printed Name)
 City Clerk

 (Title)

CITY OF INGLEWOOD

by 

 (Signature)

Roosevelt F. Dorn

 (Printed Name)

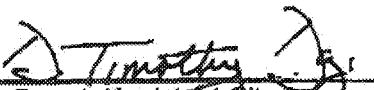
Mayor

 (Title)

December 7, 2004

Rockard J. Delgadillo, City Attorney
City of Los Angeles

APPROVED AS TO FORM

By: 

 Deputy/Assistant City Attorney
 City of Los Angeles

Date: February 9, 2006

CITY OF LOS ANGELES

by 

 Executive Director
 Department of Airports

Paul Green

 (Printed Name)



CITY'S ORIGINAL

U.S. Department of Transportation

Federal Aviation Administration

GRANT AGREEMENT
Part I - Offer

Date of Offer: July 14, 2004

Los Angeles International Airport /Planning Area

Project No. 3-06-0139-29

Contract No. DTFA08-04-C-21789

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

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

WHEREAS, the Sponsor has submitted to the FAA Project Application dated July 6, 2004 for a grant of Federal funds for a project at or associated with the Los Angeles International Airport/Planning Area which Project Application, as approved by the FAA, is hereby incorporated herein and made part hereof; and

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

Noise mitigation measures for residences in the city of Inglewood within 65-69 DNL (approximately 218 residential units).

...all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called the "Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 80 percent of those eligible project costs.

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

Conditions

- 1. The maximum obligation of the United States payable under this offer shall be \$5,000,000.00.

For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$ 0.00 for planning
\$ 5,000,000.00 for airport development or noise program implementation.

- 2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
- 3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
- 5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
- 6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before August 16, 2004 or such subsequent date as may be prescribed in writing by the FAA.
- 7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
- 8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 9. Buy American Requirement. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States, to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.

10. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
11. It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted based on estimates for airport development or noise program implementation; and the parties hereby covenant and agree that within 180 days from the date of acceptance of this Grant Offer, the Sponsor shall receive bids for the project contained within the grant description.
12. No payment shall be made under the terms of this grant agreement for work accomplished on privately owned land until the sponsor submits the agreement with the owner of the property required by Assurance 5d of the Part V Assurances and such agreement is determined to be satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:
 - 12.1. The property owner shall subject the construction work on the project to such inspection and approval during the construction or installation of the noise compatibility measures and after completion of the measures as may reasonably be requested by the Secretary or the sponsor.
 - 12.2. The property owner shall assume the responsibility for maintenance and operation of the items installed, purchased or constructed under this grant agreement. Neither the FAA nor the sponsor bears any responsibility for the maintenance and operation of these items.
 - 12.3. If Federal funds for the noise compatibility measures are transferred by the sponsor to the owner of the private property, or the owner's agent, the property owner shall agree to maintain and make available to the Secretary or the sponsor, upon reasonable request, records disclosing the amount of funds received and the disposition of those funds.
 - 12.4. The property owner's right to sue the owner of Los Angeles International Airport for adverse noise impact will be abrogated if the property owner deliberately or willfully acts to reduce or destroy the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation shall remain in effect throughout the useful life of the noise compatibility measures, but not to exceed twenty (20) years from the date of the sponsor's acceptance of Federal aid for the project.
13. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$26,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

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


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 3rd day of August, 2004.

City of Inglewood

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

By:

Roosevelt F. Dorn

(Typed Name of Sponsor's Designated Official Representative)

Title:

Mayor

(Typed Title of Sponsor's Designated Official Representative)

(SEAL)

Attest: 

Title: City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

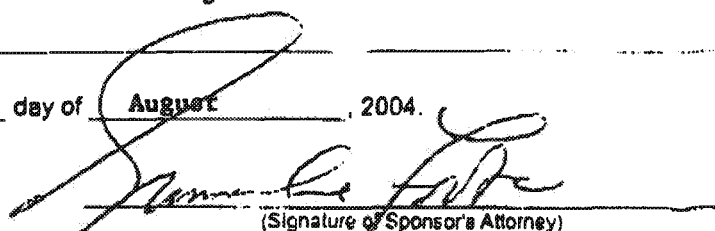
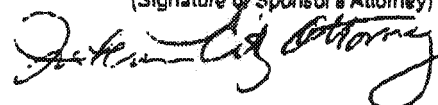
I, _____, acting as Attorney for the Sponsor do

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement in the State of California. Further, I have examined the foregoing Grant Agreement and the official representative has been duly authorized and that the execution thereof is in accordance with the laws of the said State and the Act. In addition, for grant property not owned by the Sponsor, there are no legal impediments that will prevent the execution thereof. Further, it is my opinion that the said Grant Agreement constitutes a legal obligation in accordance with the terms thereof.

a. The date of execution by the Sponsor should be entered under Part II - Acceptance, on this page.

b. The date of the execution of Sponsor's / Attorney's signature is the same or later than the date of execution.

Dated at Inglewood this 3rd day of August, 2004.


(Signature of Sponsor's Attorney)


INGLEWOOD
CASHIER RECEIPT
17:04 AM MONDAY, MARCH 13, 2006

CITY OF INGLEWOOD
CASH RECEIPTS TRANSMITTAL VOUCHER

RECEIPT: 01\$RRR072-0184

DATE

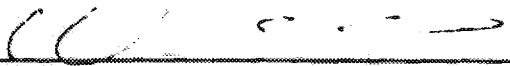
13-Mar-06

ACCOUNT: 22003030595135 301003
FUND: LAWA-NOISE MITIGATION (DEF)
NAME: LAWA

AMT DUE: \$.00
AMT PAID: \$2070000.00-
: 167297
BALANCE:
TENDERED: \$.00
T CHANGED:

Description	Amount
LAWA	\$ 2,070,000.00
TOTAL	\$ 2,070,000.00

DR BY: \$RRA # R0A2 03/13/2006


AUTHORIZED SIGNATURE

CITY OF LOS ANGELES
200 N. Spring St., RM 201
Los Angeles, CA 90012
(310) 417-0542

Check Total
\$*****2,070,000.00*

Check No: K 167297
Check Date: 03/07/2006

Vendor Name: CITY OF INGLEWOOD

Vendor No: 104716

Vendor Invoice	Voucher#	Ref. Authority#	Invoice Date	Gross Amount	Deductions	Net Amount
03012006	5105757502	4500114105	03/01/2006	2,070,000.00	0.00	2,070,000.00
Total				2,070,000.00	0.00	2,070,000.00

Page 1 of 1

DEMAND ON THE
LOS ANGELES CITY TREASURY
200 N. Spring St., RM 201CH
Los Angeles, CA 90012
VOID AFTER 2 YEARS

CITY
OF
LOS ANGELES

16-66
T220

DEMAND/WARRANT
K 167297

Date: 03/07/2006

PAY *** Two million seventy thousand USD ***

Pay Amount

\$*****2,070,000.00*

To
The
Order
Of

CITY OF INGLEWOOD
PO BOX 6500
INGLEWOOD CA 90301

APPROVED CONTROLLER OF THE CITY OF LOS ANGELES

Laura N. Chick

LAURA N. CHICK

⑈ 167297⑈ ⑆ 22000661⑆ 14590⑈80082⑈



CITY OF LOS ANGELES
200 N. Spring St., RM 201CH
Los Angeles, CA 90012
(310) 417-0542

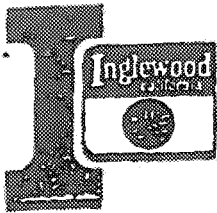
Check Total
\$*****2,070,000.00*

Check No: K 167297
Check Date: 03/07/2006

Vendor Name: CITY OF INGLEWOOD

Vendor No:104716

Vendor Invoice	Voucher#	Ref. Authority#	Invoice Date	Gross Amount	Deductions	Net Amount
03012006	5105757502	4500114105	03/01/2006	2,070,000.00	0.00	2,070,000.00
Total				2,070,000.00	0.00	2,070,000.00



CITY OF INGLEWOOD CALIFORNIA
 ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1790
 FAX (310) 412-8188



CITY'S ORIGINAL

June 9, 1998

ING-PA-5

AGREEMENT NO. _____

RESOLUTION NO. 19891

City of Los Angeles
 Executive Director
 Los Angeles World Airports
 One World Way
 Los Angeles, CA 90045
 Attn: Noise Management Bureau

COPY

**LETTER AGREEMENT
 PROPERTY ACQUISITION (PA)**

On April 7, 1998, pursuant to Resolution No.'s 19357, 20007, 19891, and 20189, the Board of Airport Commissioners (BOAC) authorized the City of Los Angeles, Department of Airports (LAWA), to provide funds, in the total sum of \$4,618,851 (hereinafter referred to as the LAWA grant amount or funds), to the City of Inglewood (Inglewood) for implementation of a LAWA-approved incompatible land use acquisition project. The LAWA grant amount is to match a \$838,041 portion of Federal Aviation Administration (FAA) Grant Agreement No. AIP 3-06-0139-NG, dated June 27, 1994, and a \$3,780,810 portion of FAA Grant Agreement No. AIP 3-06-0139-NJ, dated August 29, 1995 (hereinafter referred to as the FAA grant or funds).

Inglewood will comply with, or ensure compliance with, and will be bound to the following terms and conditions upon the condition that the LAWA transfer to Inglewood the LAWA grant amount. The LAWA has stipulated that such grant amount shall be transferred in accordance with a payment schedule approved by the LAWA that includes no fewer than two partial payments as follows: up to 90% of the total amount upon LAWA approval of all presently outstanding documents and data now due from Inglewood as required by previous letter agreements, and following submittal to LAWA of five (5) signed and completed copies of this Agreement, with attachments specified below; and, up to 100% upon LAWA receipt and approval of the Grant Report required by this Agreement to be submitted on completion of the funded project(s). Documents and data now due from Inglewood include the 1998 annual updates of Inglewood's Aircraft Noise Mitigation Plan (ANMP), Cumulative Annual Progress Report (CAPR), and land use database, as well as Project Reports (Grant Reports) for all completed property acquisition projects.

1. Inglewood will comply with BOAC Resolution No.'s 19357, 20007, 19891, and 20189, and all FAA Grant or other requirements and guidelines pertaining to this project. Inglewood will further comply with any relevant and more restrictive land use mitigation program or sound insulation requirements or guidelines established by the State of California pursuant to the Noise Standards found in Title 21, Subchapter 6 of the California Administrative Code (California Airport Noise Standards) or in the California Noise Insulation Standards found in Title 24, Chapter 12, Section 1208A of the State Building Code, or established by a FAR Part 150 Noise Compatibility Program adopted by the BOAC, or as otherwise set forth herein or promulgated by the LAWA in furtherance of the implementation of its FAR Part 150 Noise Compatibility Supplemental Funding Program. Whenever there is a conflict, the LAWA will determine, in consultation with Inglewood and all concerned parties, which requirements or guidelines pertain to the project.
2. Inglewood is submitting to LAWA, as attachments to the signed copy of this Agreement, a copy of the FAA Grant Agreement(s), a copy of the FAA Grant Application(s) supporting the FAA grant(s), and such other documents as are specified below for submittal with this Agreement.
3. In undertaking property acquisition projects, Inglewood acknowledges LAWA's technical and oversight responsibilities under the California Airport Noise Standards and its auditing responsibilities as a grant issuing agency and will work cooperatively and in good faith with LAWA in performing and documenting its work in furtherance of this Agreement and in support of LAWA's responsibilities. Inglewood further acknowledges that it is the intent of this Letter Agreement to ensure that Inglewood complies with the conditions and requirements established by LAWA. If LAWA determines that Inglewood has not met the conditions and requirements established herein, LAWA may take any of the following actions and Inglewood will comply with related LAWA requests: (1) upon due notice, Inglewood will refund to LAWA the funds that Inglewood has already received under this Letter Agreement, (2) LAWA will withhold additional funds under the grant, and/or (3) Inglewood will become ineligible for future funds.
4. Inglewood will ensure the timely preparation and submittal of all documents required by the FAA or by the LAWA. Where documents required by this Agreement are allowed to be prepared, submitted and approved by LAWA after execution of this Agreement, or required to be periodically updated, resubmitted and approved by LAWA after execution of this Agreement, but such documents are not submitted by the required dates and have become past due, Inglewood agrees to suspend expenditure of all moneys transferred by this Agreement until all such past due documents are submitted to and approved by LAWA, excepting only expenditures necessary to prepare or update the past due documents.
5. Inglewood will ensure that for each eligible incompatible property it acquires the LAWA is granted and receives an Avigation Easement of the type provided for and specified in the BOAC's most recently adopted FAR Part 150 Supplemental Funding Program (Resolution No. 20007 and/or, specified in Resolution No 19891 in accordance with the attached Sample Avigation Easement, and will ensure that

such easements are in a form, and are filed and/or recorded in a manner, acceptable to the Los Angeles City Attorney's Office.

In addition, Inglewood will issue a Title 21 Compliance Certificate for each eligible incompatible property which Inglewood acquires with LAWA and/or FAA funds, or offers to acquire but is not acquired either as the result of an overt declination of the offer or a lack of response to the offer. Inglewood will ensure that the Title 21 Compliance Certificates provided for herein are prepared in a form and are distributed and filed as required by the LAWA. Inglewood acknowledges that any incompatible property which is offered acquisition, but is not acquired, may, at a later date, participate in a subsequent acquisition program.

Where property is to be acquired by Inglewood with interest earned on the LAWA or FAA grant funds, in addition to the above, it is hereby agreed that Inglewood will grant and issue an Avigation Easement and Title 21 Compliance Certificate to the LAWA, in a form or forms acceptable to the Los Angeles City Attorney's Office, with respect to all property purchased.

As required by the FAA grant, the proceeds of the disposition of the property acquired by Inglewood with the Federal Grant funds will be refunded to the United States for the Airport and Airway Trust Fund on a basis proportionate to the United States' share of the cost of acquisition of such land, or will be reinvested in an approved Part 150 project, pursuant to such instructions as the FAA shall issue. If the proceeds are so reinvested, an Avigation Easement and a Title 21 Compliance Certificate, in a form or forms acceptable to the Los Angeles City Attorney's Office, will be granted and issued to the LAWA with respect to the property purchased with such reinvested proceeds.

The proceeds of the disposition of the property acquired by Inglewood with the LAWA grant funds will be refunded to the LAWA, on a basis proportionate to the LAWA's share of the cost of acquisition of such land, or will be reinvested in an approved Part 150 project, pursuant to such instructions as the FAA will issue. If the proceeds are so reinvested, an Avigation Easement and a Title 21 Compliance Certificate, in a form or forms acceptable to the Los Angeles City Attorney's Office, will be granted and issued to the LAWA with respect to the property purchased with such reinvested proceeds.

Any funds remaining from the LAWA grant amount after completion of the incompatible property acquisition project will be refunded to the LAWA or will be reinvested in a subsequent approved Part 150 incompatible property acquisition project pursuant to such instructions as the LAWA may issue. If the remaining funds are so reinvested, an Avigation Easement and a Title 21 Compliance Certificate, in a form or forms acceptable to the Los Angeles City Attorney's Office, will be granted or issued to the LAWA with respect to the property acquired with the reinvested funds.

6. Inglewood will prepare and maintain, for the benefit of the LAWA, an airport incompatible land use program plan (hereinafter referred to as the Aircraft Noise Mitigation Plan or the ANMP) in compliance with guidelines developed and

maintained by the LAWA. The ANMP will set forth in narrative and graphic form LAWA's objectives, priorities, and program requirements, and Inglewood's mitigation actions, and time schedule to bring all eligible incompatible land use within its jurisdiction into compliance with the California Airport Noise Standards. The ANMP will be comprehensive in that it will include all proposed mitigation strategies including both sound insulation and acquisition/recycle programs. Inglewood will update the ANMP at least annually, with the next update due to LAWA no later than June 30, 1998. The ANMP will include Inglewood's detailed long-range compliance schedule with project phases, cost estimates and other program elements that are pertinent to achieving total compliance with the Airport Noise Standards. The ANMP will describe the process for obtaining, recording and filing an Avigation Easement for all properties to be acquired and the process for issuing a Title 21 Compliance Certificate for all properties to be acquired, for each ineligible property and for each property whose owner declined acquisition. Such data will cover the impact area within the LAWA's Fourth Quarter 1992 annual 65 dB Community Noise Equivalent Level (CNEL) noise contour and the impact area within the most recent 100% Stage 3 aircraft 65 dB CNEL noise contour prepared by the LAWA for the Airport. One (1) digital copy on diskette and five (5) hard copies of the LAWA approved ANMP will be submitted to LAWA by June 30, 1998.

7. Inglewood will prepare a project implementation plan (hereinafter referred to as the Grant Implementation Plan or the GIP) for properties to be acquired with the combined FAA and LAWA funds covered by this Agreement. The GIP will be prepared in compliance with guidelines developed and maintained by the LAWA, will be in narrative and graphic form and will specify priorities, and describe how they were set, mitigation measures to be taken, time schedules, estimated costs (including an estimated total cost breakdown for each dwelling unit), and other pertinent project elements as required in the LAWA guidelines. The GIP will set forth a prioritized schedule to be followed that ensures that incompatible acquisition will be systematically offered to the owner(s) of each eligible property in accordance with the program and project priorities set forth under Section 8, below. One (1) digital copy on diskette and five (5) hard copies of the LAWA approved GIP is submitted to LAWA with this Agreement.
8. Inglewood recognizes that it is the LAWA's intent to achieve compliance with the California Airport Noise Standards as quickly, efficiently and cost effectively as possible. In pursuing this objective, it is LAWA's intent that land use mitigation programs should be prioritized so that incompatible properties that will continue to remain in the Airport noise impact area the longest, that are within the highest noise zones, and that are not projected for early conversion or redevelopment through normal market forces, should receive the highest priority for LAWA funds and FAA grant monies.

Therefore, in establishing program and project priorities, Inglewood will select and prioritize properties according to the following criteria: (1) the property is within the 65 dB CNEL noise contour depicted on one or both of the Airport's FAR Part 150 Noise Exposure Maps (NEM's) approved by the FAA; (2) the property is within the projected 100% Stage 3 Aircraft 65 dB CNEL noise contour prepared by the LAWA for the Airport; (3) to the extent feasible, and consistent with Inglewood's adopted

land use acquisition/recycle program priorities, the property is within the highest 1 dB CNEL measurement zone, or within the block with the highest average noise level, relative to other eligible incompatible properties proposed for acquisition; and, (4) the property's land use is consistent with Inglewood's General Plan, any relevant specific plan and applicable zoning requirements. Inglewood recognizes that any deviations from these criteria or from other prioritization criteria developed by the LAWA to achieve compliance with the California Airport Noise Standards will be subject to prior LAWA approval, normally in conjunction with LAWA approval of the Aircraft Noise Mitigation Plan and the Grant Implementation Plan.

9. Inglewood recognizes that it is the LAWA's objective to establish a systematic and, to the extent possible, uniform computerized record keeping system for all projects funded or partially funded by the LAWA. Inglewood will cooperate with and assist the LAWA in establishing and maintaining such a system, and will modify its systems, when necessary or requested by the LAWA, to achieve that objective.
10. In facilitating the establishment and maintenance of a unified system of records, Inglewood will provide LAWA with a computer database with up-to-date land use information for the areas described in the Aircraft Noise Mitigation Plan; this database will be an update of LAWA's most recent land use database, will conform to format conventions specified by LAWA, and will be provided in a format that will require no editing for transfer of records to the LAWA land use database. For the purposes of these projects, the adequacy of submitted land use data is subject to LAWA approval; land use data based on databases other than that of LAWA, including but not limited to databases developed solely from County Assessor data, are normally considered inadequate. A copy of the required database, a narrative explanation of the methods used in its update, and a graphic presentation and tabular list of the changes made to parcels by APN will be submitted to LAWA with the ANMP required in Section 6. above.
11. In further cooperating with maintenance of a unified system of records, Inglewood will prepare any and all maps included in any document required or submitted pursuant to this Agreement so as to conform to format conventions pertaining to size, scale, color, and features as specified by LAWA.
12. Because the required database, maps or other documents are not submitted to LAWA with this Agreement, Inglewood will limit, until such documents are submitted and approved by LAWA, the expenditure of LAWA funds to the preparation of said documents and to project preparatory work that is exclusive of actual construction costs described in Section 14, below.
13. One copy of Inglewood's LAWA approved sound insulation ordinance, which requires the sound insulation of new and expanded incompatible properties within the Fourth Quarter 1992 65 dB CNEL noise contour prepared by the LAWA, together with written certification by the appropriate Inglewood building official that such ordinance is sufficient to achieve the sound insulation standards set forth in the California Airport Noise Standards and is currently being implemented and enforced, is submitted to LAWA with the signed copies of this Agreement.

14. In undertaking and documenting incompatible property acquisition projects, Inglewood will ensure and will document that at least 80% of LAWA grant funds are allocated to actual acquisition costs, or such a greater percentage allocation for such costs as is achieved for FAA funds during the Project. Inglewood will ensure that non-construction planning, engineering, noise measurement and administrative overhead costs (undertaken by either or both Inglewood's staff or consultants) will not exceed 20% of total project cost. Further, any purely administrative Inglewood overhead costs (particularly those oversight costs accrued by Inglewood's general support staff as opposed to any direct implementation costs accrued by Inglewood's full-time project-exclusive working staff) will not exceed 3% of total project cost and will be shown to be directly and exclusively related to project implementation activities. LAWA grant funds may be used only for materials and activities that are also eligible for purchase with FAA grant funds and are subject to the same limitations imposed on the use of the FAA grant funds. Inglewood will obtain specific written authorization from the LAWA before deviating from any of these funding criteria. All such actual costs, calculations, and deviations, if any, shall be documented in the GR for the Project (see Section 16, below).
15. In undertaking LAWA funded projects, Inglewood will conduct progress meetings with LAWA staff on a quarterly basis, or more frequently if requested by either party, and will provide progress reports on a monthly basis setting forth information required by LAWA in a format established by LAWA. All such meetings and reports will be documented in the GR for the project (see Section 16, below).
16. Within 60 days of completion of the project(s) funded under this Letter Agreement, and in accordance with guidelines developed and maintained by the LAWA, Inglewood will prepare and submit five (5) copies of a final project report (hereinafter referred to as the Grant Report or the GR) to LAWA showing the results of the project, the allocation of actual acquisition (appraisal, relocation, site purchases, and authorized site preparation) expenditures (both LAWA and FAA) among the individual project properties, a listing of all Avigation Easements obtained for acquired project properties and a listing of all Title 21 Compatibility Certificates issued for the project properties acquired and not acquired, and the total allocation, in detail satisfactory to the LAWA, of actual expenses (both LAWA and FAA) by project category and sub-category: e.g., for project planning, project evaluation and design, project acquisition and relocation, demolition and site preparation, and project administration. All general administrative overhead expenses will be detailed separately from site-related acquisition/development administrative expenses. The GR will contain an explicit comparison between the estimated total cost for each property that was submitted in the project GIP (see Section 7, above) and the actual total cost for each property.
17. In addition to the final project report, Inglewood will provide annually to the LAWA five (5) copies of an annually updated cumulative progress report (prepared in accordance with LAWA guidelines and hereinafter referred to as the Cumulative Annual Progress Report or the CAPR) documenting the historical and ongoing receipt and expenditure of all LAWA grant funds and FAA matching funds, and all FAA Grants obtained without matching LAWA grant funds, and the submittal of all

Avigation Easements and Title 21 Compatibility Certificates by Inglewood to the LAWA. A cumulative list of all properties made compatible with the California Airport Noise Standards will be maintained by Inglewood and at least annually updated and attached to the Cumulative Annual Progress Report. The CAPR will be updated at least annually and submitted to the LAWA with the required annual update of the Aircraft Noise Mitigation Plan.

Dated: July 14, 1998

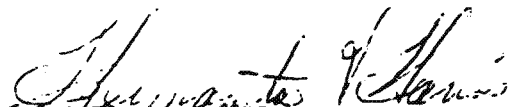
City of Inglewood

by 
(Signature)

Roosevelt F. Dorn
(Printed Name)

Mayor
(Title)

ATTEST:


(Signature)

Hermanita V. Harris
(Printed Name)

City Clerk
(Title)

by 
(Signature)

Jack Ballas
(Printed Name)

City Attorney
(Title)

3. Grantor(s) hereby release(s) the CITY OF LOS ANGELES from any and all claims said Grantor(s) have had, have now, or may hereafter have, with respect to alleged property damage at the above-described property, and any personal injuries and/or emotional distress, by reason of any type of aircraft operations including, but not limited to, jet aircraft operations to, from, or at Los Angeles International Airport.

4. The Avigation Easement hereby granted to the CITY OF LOS ANGELES is as to an unlimited number of takeoffs and an unlimited number of landings each day of any type and class of aircraft, at an unlimited noise level, and an unlimited number of annual passengers, with the exception of air crashes.

5. Nothing herein contained shall constitute a waiver by the Grantee, CITY OF LOS ANGELES, of any prescriptive rights which said Grantee may have previously acquired.

6. This Avigation Easement and all rights pertaining thereto is hereby vested in the CITY OF LOS ANGELES, its successors and assigns, forever with the understanding that these covenants and agreements shall be binding upon the successors and assigns of Grantor(s), and that these covenants and agreements shall run with the land.

(Grantor[s])

Dated: _____

By _____
(Signature)

ATTEST;

By _____
Secretary (Signature)

(Print Name)

(Print Title)

Print Name

Print Title

[SEAL]

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) S.S.
COUNTY OF _____)

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

(Notary Signature)

(Notary Seal)

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the CITY OF LOS ANGELES, a municipal corporation, is hereby accepted by order of the Board of Airport Commissioners, and the Grantee consents to the recordation thereof by its duly authorized officer.

DATED: _____, 19__

CITY OF LOS ANGELES

By _____
Executive Director
Department of Airports

ATTEST:

By _____
Secretary (Signature)

Print Name

Print Title

November 8, 1996

ING-PA-93/94

City of Los Angeles
Executive Director
Department of Airports
One World Way
Los Angeles, CA 90045
Attn: Noise Management Bureau

ORIGINAL

LETTER AGREEMENT
PROPERTY ACQUISITION (PA)

The Board of Airport Commissioners (BOAC) authorized the City of Los Angeles, Department of Airports (LADOA) on April 2, 1996, to provide \$2,000,000, pursuant to Resolution No. 19458, to the City of Inglewood (Inglewood) for implementation of a Los Angeles International Airport Part 150 approved incompatible land use acquisition project. An additional \$1,000,000 was later approved, pursuant to Resolution No. 19357, for a total sum of \$3,000,000 (hereinafter referred to as the LADOA grant amount or funds). The LADOA grant amount is to match the remaining portion (\$2,666,666.67) of Federal Aviation Administration (FAA) Grant Agreement No. AIP 3-06-0139-N9 (\$5,000,000), and to match a portion (\$333,333.33) of FAA Grant Agreement No. AIP 3-06-0139-NB (\$3,000,000), in the total sum of \$8,000,000 dated September 17, 1991, and September 29, 1992 (hereinafter referred to as the FAA grant or funds).

Inglewood will comply with, or ensure compliance with, and will be bound to the following terms and conditions upon the condition that the LADOA transfer to Inglewood the LADOA grant amount. Unless specifically approved otherwise by the LADOA, the LADOA grant amount will be transferred in accordance with a payment schedule that includes partial payments as follows: up to 20% of the total amount after BOAC authorization and prior to submittal to LADOA of a signed and completed copy of this Agreement; up to 90% of the total amount upon submittal to LADOA of five (5) signed and completed copies of this Agreement, with

attachments; and, up to 100% upon LADOA receipt and approval of the Grant Report required by this Agreement to be submitted on completion of the funded project. The LADOA has approved Inglewood's request to combine the first payment with the second payment.

1. Inglewood will comply with BOAC Resolution No.'s 19458 and 19357 and all FAA Grant or other requirements and guidelines pertaining to this project. Inglewood will further comply with any relevant and more restrictive land use mitigation program or sound insulation requirements or guidelines established by the State of California pursuant to the Noise Standards found in Title 21, Subchapter 6 of the California Administrative Code (California Airport Noise Standards) or in the California Noise Insulation Standards found in Title 24, Chapter 12, Section 1208A of the State Building Code, or established by a FAR Part 150 Noise Compatibility Program adopted by the BOAC, or as otherwise set forth herein or promulgated by the LADOA in furtherance of the implementation of its FAR Part 150 Noise Compatibility Supplemental Funding Program. Whenever there is a conflict, the LADOA will determine, in consultation with Inglewood and all concerned parties, which requirements or guidelines pertain to the project.
2. Inglewood is submitting, as attachments to the signed copy of this Agreement, a copy of the FAA Grant Agreements (Attachments 2-1A and 2-1B), a copy of the FAA Grant Application supporting the FAA grants (Attachment 2-2), and such other documents as are specified below for submittal with this Agreement.
3. Inglewood will ensure the timely preparation and submittal of all documents required by the FAA or by the LADOA. Where documents required by this Agreement are allowed to be prepared, submitted and approved by LADOA after execution of this Agreement, or required to be periodically updated, resubmitted and approved by LADOA after execution of this Agreement, but such documents are not submitted by the required dates and have become past due, Inglewood agrees to suspend expenditure of all monies transferred by this Agreement until all such past due documents are submitted to and approved by LADOA, excepting only expenditures necessary to prepare or update the past due documents.
4. Inglewood will ensure that for each eligible residential property it acquires the LADOA is granted and receives an Avigation Easement of the type provided for and specified in the BOAC's most recently adopted FAR Part 150 Supplemental Funding Program (Resolution No. 19357) and in accordance with the attached Sample Avigation Easement prepared by LADOA (Attachment 4-1), and ensure that such easements are in a form,

and are filed and/or recorded in a manner, acceptable to the Los Angeles City Attorney's Office.

In addition, Inglewood will issue a Title 21 Compliance Certificate (see sample Attachment 4-2) for each eligible residential property which Inglewood acquires, or offers to acquire but is not acquired either as the result of an overt declination of the offer or a lack of response to the offer. Inglewood will ensure that the Title 21 Compliance Certificates provided for herein are prepared in a form and are distributed and filed as required by the LADOA. Inglewood acknowledges that any residential property which is offered acquisition, but is not acquired, may, at a later date, participate in a subsequent acquisition program.

Where property is to be acquired by Inglewood with interest earned on the LADOA or FAA grant funds, in addition to the above, it is hereby agreed that Inglewood will grant and issue an Avigation Easement and Title 21 Compliance Certificate to the LADOA, in a form or forms acceptable to the Los Angeles City Attorney's Office, with respect to all property purchased.

As required by the FAA grant, the proceeds of the disposition of the property acquired by Inglewood with the Federal Grant funds will be refunded to the United States for the Airport and Airway Trust Fund on a basis proportionate to the United States' share of the cost of acquisition of such land, or will be reinvested in an approved Part 150 project, pursuant to such instructions as the FAA shall issue. If the proceeds are so reinvested, an Avigation Easement and a Title 21 Compliance Certificate, in a form or forms acceptable to the Los Angeles City Attorney's Office, will be granted and issued to the LADOA with respect to the property purchased with such reinvested proceeds.

The proceeds of the disposition of the property acquired by Inglewood with the LADOA grant funds will be refunded to the LADOA, on a basis proportionate to the LADOA's share of the cost of acquisition of such land, or will be reinvested in an approved noise mitigation project, pursuant to such instructions as the LADOA shall issue. If the proceeds are so reinvested, an Avigation Easement and a Title 21 Compliance Certificate, in a form or forms acceptable to the Los Angeles City Attorney's Office, will be granted and issued to the LADOA with respect to the property purchased with such reinvested proceeds.

Any funds remaining from the LADOA grant amount after completion of the residential property acquisition project will be refunded to the LADOA or will be reinvested in a subsequent approved noise mitigation project pursuant to such instructions as the LADOA may issue. If the remaining funds are so reinvested, an Avigation Easement and a Title 21 Compliance Certificate, in

a form or forms acceptable to the Los Angeles City Attorney's Office, will be granted or issued to the LADOA with respect to the property acquired with the reinvested funds.

5. Inglewood will prepare and maintain, for the benefit of the LADOA, an airport incompatible land use program plan (hereinafter referred to as the Aircraft Noise Mitigation Plan or the ANMP) in compliance with guidelines developed and maintained by the LADOA. The ANMP sets forth in narrative and graphic form LADOA's objectives, priorities, and program requirements, and Inglewood's mitigation actions and time schedule necessary to bring all eligible incompatible land use within its jurisdiction into compliance with the California Airport Noise Standards. The ANMP will be comprehensive in that it will include all proposed mitigation strategies including both sound insulation and acquisition/recycle programs. Inglewood will update the ANMP at least annually and submit annual updates no later than May 1 of each year thereafter. The ANMP will include Inglewood's detailed long-range compliance schedule with project phases, cost estimates and other program elements that are pertinent to achieving total compliance with the Airport Noise Standards. The ANMP will describe the process for obtaining, recording and filing an Avigation Easement for all properties to be acquired and the process for issuing a Title 21 Compliance Certificate for all properties to be acquired and for all properties declining acquisition. Such data will cover separately the impact area within the LADOA's Fourth Quarter 1992 annual 65 dB Community Noise Equivalent Level (CNEL) noise contour and the impact area within the most recent 100% Stage 3 aircraft 65 dB CNEL noise contour prepared by the LADOA for the Airport. One (1) digital copy on diskette and five (5) hard copies of the LADOA approved up-to-date ANMP will be submitted to LADOA no later than one month after the date Inglewood signs this Agreement.
6. Inglewood will prepare a project implementation plan (hereinafter referred to as the Grant Implementation Plan or the GIP) for properties to be acquired and redeveloped with the combined FAA and LADOA funds covered by this Agreement. The GIP will be prepared in compliance with guidelines developed and maintained by the LADOA, will be in narrative and graphic form and will specify priorities, and describe how they were set, mitigation measures to be taken, time schedules, estimated costs, and other pertinent project elements as required in the LADOA guidelines. One (1) digital copy on diskette and five (5) hard copies of the LADOA approved GIP will be submitted to LADOA no later than two months after the date Inglewood signs this Agreement.
7. Inglewood recognizes that it is the LADOA's intent to achieve compliance with the California Airport Noise Standards as quickly, efficiently and cost effectively as possible. In pursuing this objective, it is LADOA's intent that

land use mitigation programs should be prioritized so that incompatible properties that will continue to remain in the Airport noise impact area the longest, that are within the highest noise zones, and that are not projected for early conversion or redevelopment through normal market forces, should receive the highest priority for LADOA funds and FAA grant monies.

Therefore, in establishing program and project priorities, Inglewood will select and prioritize properties according to the following criteria: (1) the property is within the 65 dB CNEL noise contour depicted on one or both of the Airport's FAR Part 150 Noise Exposure Maps (NEM's) approved by the FAA; (2) the property is within the projected 100% Stage 3 Aircraft 65 dB CNEL noise contour prepared by the LADOA for the Airport; (3) to the extent feasible, and consistent with Inglewood's adopted land use acquisition/recycle program priorities, the property is within the highest 1 dB CNEL measurement zone, or within the block with the highest average noise level, relative to other eligible incompatible properties proposed for acquisition; and, (4) the property's land use is consistent with Inglewood's General Plan, any relevant specific plan and applicable zoning requirements. Any deviations from these criteria or from other prioritization criteria developed by the LADOA to achieve compliance with the California Airport Noise Standards will be subject to prior LADOA approval, normally in conjunction with LADOA approval of the Aircraft Noise Mitigation Plan and the Grant Implementation Plan.

In accordance with the above stated requirements, Inglewood has received authorization from LADOA (see Attachments 7-1 and 7-2) to deviate from criteria (2), described above, for specified properties. The acquisition of most of these last few remaining parcels, using funds transferred by this Letter Agreement, will complete the recycling efforts within the long-planned La Cienega Project area, except for one last parcel. Once all parcels within this La Cienega Project area are acquired, Inglewood will not make any future requests for LADOA funding for acquisition of properties that are not within the projected 100% Stage 3 Aircraft 65 dB CNEL noise contour.

8. Inglewood recognizes that it is the LADOA's objective to establish a systematic and, to the extent possible, uniform computerized record keeping system for all projects funded or partially funded by the LADOA. Inglewood will cooperate with and assist the LADOA in establishing and maintaining such a system, and will modify its systems, when necessary or requested by the LADOA, to achieve that objective.
9. In facilitating the establishment and maintenance of a unified system of records, Inglewood will provide LADOA with a computer database with up-to-date land use information for the areas described in the Aircraft Noise Mitigation Plan; this database will be an update of LADOA's most recent

land use database, will conform to format conventions specified by LADOA, and will be provided in a format that will require no editing for transfer of records to the LADOA land use database. For the purposes of these projects, the adequacy of submitted land use data is subject to LADOA approval; land use data based on databases other than that of LADOA, including but not limited to databases developed solely from County Assessor data, are normally considered inadequate. A copy of the required database and narrative explanation of the methods used in its upgrade will be submitted to LADOA no later than one month after the date Inglewood signs this Agreement.

10. In further cooperating with maintenance of a unified system of records, Inglewood will prepare any and all maps included in any document required or submitted pursuant to this Agreement so as to conform to format conventions pertaining to size, scale, color, and features as specified by LADOA.
11. Inglewood currently lacks the ability to submit to LADOA the required database, and narrative explanation of the methods used in its update, and maps with the signed copies of this Agreement. However, Inglewood is submitting documentation (Attachment 11-1) demonstrating that an appropriate consultant has been selected and retained to prepare the required database and maps for submittal to LADOA within one month of the date Inglewood signs this Agreement.

Because the required database, maps or other documents are not being submitted to LADOA with this Agreement, Inglewood will limit, until such documents are submitted and approved by LADOA, the expenditure of LADOA funds to the preparation of said documents and to project preparatory work that is exclusive of actual property acquisition or relocation assistance costs described in Item Number 13, below.

12. One copy of Inglewood's LADOA approved sound insulation ordinance that requires the sound insulation of new or expanded incompatible properties within the Fourth Quarter 1992 65 dB CNEL noise contour prepared by the LADOA (Attachment 12-1), together with written certification by the appropriate Inglewood building official that such ordinance is sufficient to achieve the sound insulation standards set forth in the California Airport Noise Standards and is being fully and continuously implemented and enforced (Attachment 12-2), is being submitted to LADOA with the signed copies of this Agreement.
13. In undertaking and documenting property acquisition projects, Inglewood will ensure and will document that at least 80% of LADOA grant funds are allocated to actual acquisition costs, including relocation assistance, or such

a greater percentage allocation for such costs as is reported and approved for FAA funds during the project. Inglewood will ensure that non-construction planning, appraisal and administrative overhead costs (undertaken by either or both Inglewood's staff or consultants) will not exceed 20% of total project cost. Further, any purely administrative overhead costs (particularly those oversight costs accrued by Inglewood's general support staff as opposed to any direct implementation costs accrued by Inglewood's full-time project-exclusive working staff) will not exceed 3% of total project cost and will be shown to be directly and exclusively related to project implementation activities. LADOA grant funds will be used only for materials and activities that are also eligible for purchase with FAA grant funds and will be subject to the same limitations imposed on the use of FAA grant funds. Inglewood will obtain specific written authorization from the LADOA before deviating from any of these funding criteria.

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15. Within 60 days of completion of the projects funded under this Letter Agreement, and in accordance with guidelines developed and maintained by the LADOA, Inglewood will prepare and submit, as Attachment 15-1 hereto, five (5) copies of a final project report (hereinafter referred to as the Grant Report or GR) to LADOA showing the results of the project, the allocation of actual acquisition (appraisal, relocation, site purchases, and authorized site preparation) expenditures (both LADOA and FAA) among the individual project properties, a listing of all Avigation Easements obtained for acquired project properties and a listing of all Title 21 Compatibility Certificates issued for the project properties acquired and not acquired, and the total allocation, in detail satisfactory to the LADOA, of actual expenses (both LADOA and FAA) by project category and sub-category: e.g., for project planning, project evaluation and design, project acquisition and relocation, demolition and site preparation, and project administration. All general administrative overhead expenses will be detailed separately from site-related acquisition/development administrative expenses.
16. In addition to the final project report, Inglewood will provide annually to the LADOA five (5) copies of an annually updated cumulative progress report (prepared in accordance with LADOA guidelines and hereinafter referred to as the Cumulative Annual Progress Report or the CAPR) documenting the historical and ongoing receipt and expenditure of all LADOA grant funds

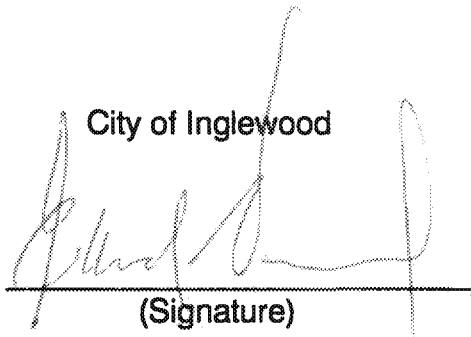
and FAA matching funds, and all FAA Grants obtained without matching LADOA grant funds, and the submittal of all Avigation Easements and Title 21 Compatibility Certificates by Inglewood to LADOA. A cumulative list of all properties made compatible with the California Airport Noise Standards will be maintained by Inglewood and at least annually updated and attached to the Cumulative Annual Progress Report. The CAPR will be updated at least annually and submitted to the LADOA with the required annual update of the Aircraft Noise Mitigation Plan.

17. In undertaking Property Acquisition projects, Inglewood acknowledges LADOA's technical and oversight responsibilities under the California Airport Noise Standards and its auditing responsibilities as a grant issuing agency and will work cooperatively and in good faith with LADOA in performing and documenting its work in furtherance of this Agreement and in support of LADOA's responsibilities.

Dated: November 19, 1996

City of Inglewood

by



(Signature)

Edward Vincent
(Printed Name)

Mayor
(Title)

ATTEST:

by 

(Signature)

Hermanita V. Harris, City Clerk
(Printed Name/Title)

REVIEWED AS TO FORM:

by 

(Signature)

Howard Rosten, City Attorney
(Printed Name/Title)

Attachment 4-1

RECORDING REQUESTED BY:
CITY OF LOS ANGELES

WHEN RECORDED MAIL TO:
ELAINE E. STANIEC, SECRETARY
BOARD OF AIRPORT COMMISSIONERS
P. O. BOX 92216
LOS ANGELES, CA 90009-2216

AVIGATION EASEMENT
(ADDRESS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby
acknowledged,

(Grantor[s])

hereby GRANT(S) to the

CITY OF LOS ANGELES, a municipal corporation located in the
State of California,

the following described Avigation Easement in the City of
_____, County of Los Angeles, State of California:

Avigation Easement Provisions

1. The provisions of this Avigation Easement are in, over,
through and adjacent to the real property described as follows:

(Legal Description)

The above-described property is hereinafter referred to
as the "Property".

2. There is hereby granted to the CITY OF LOS ANGELES, its
successors and assigns, for the use and benefit of the public, an
unrestricted right of flight for the passage of aircraft in the
airspace above the surface of the hereinabove described premises,
together with the right to cause in said airspace such noise,
vibrations, smoke, fumes, soot, and other effects as may be
inherent in the operation of aircraft, now known or hereafter
used for navigation of, or flight in the air, using said airspace
for landing at, taking off from, or operating at, or on, Los
Angeles International Airport.

3. Grantor(s) hereby release(s) the CITY OF LOS ANGELES from any and all claims said Grantor(s) have had, have now, or may hereafter have, with respect to alleged property damage at the above-described property, and any personal injuries and/or emotional distress, by reason of any type of aircraft operations including, but not limited to, jet aircraft operations to, from, or at Los Angeles International Airport.

4. The Avigation Easement hereby granted to the CITY OF LOS ANGELES is as to an unlimited number of takeoffs and an unlimited number of landings each day of any type and class of aircraft, at an unlimited noise level, and an unlimited number of annual passengers, with the exception of air crashes.

5. Nothing herein contained shall constitute a waiver by the Grantee, CITY OF LOS ANGELES, of any prescriptive rights which said Grantee may have previously acquired.

6. This Avigation Easement and all rights pertaining thereto is hereby vested in the CITY OF LOS ANGELES, its successors and assigns, forever with the understanding that these covenants and agreements shall be binding upon the successors and assigns of Grantor(s), and that these covenants and agreements shall run with the land.

_____ (Grantor[s])

Dated: _____

By _____
(Signature)

ATTEST;

(Print Name)

By _____
Secretary (Signature)

(Print Title)

Print Name

Print Title

[SEAL]

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
 } S.S.
COUNTY OF _____ }

On _____, before me, the undersigned; a Notary Public in and for said State, personally appeared

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

(Notary Signature)

(Notary Seal)

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the CITY OF LOS ANGELES, a municipal corporation, is hereby accepted by order of the Board of Airport Commissioners, and the Grantee consents to the recordation thereof by its duly authorized officer.

DATED: _____, 19__

CITY OF LOS ANGELES

By _____
Executive Director
Department of Airports

ATTEST:

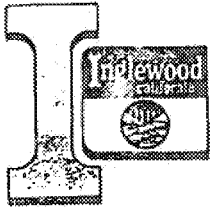
By _____
Secretary (Signature)

Print Name

Print Title

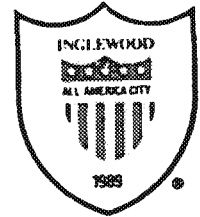
Attachment 4-2

Attachment 7-1



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

FAX (310) 412-5188



May 31, 1996

The Inglewood Redevelopment Agency
(310) 412-5290

Robert Beard
Airport Environmental Manager
Los Angeles Department of Airports
P.O. Box 92216
Los Angeles, CA 9009-2216

Dear Mr. Beard:

On January 10, 1992, Otis Ginoza and I met with you to discuss the purchase of FAA approved property, portions of which are located outside of the 100% Stage 3 Aircraft Noise Contour. During the meeting you indicated that you would discuss with your management grandfathering the entire property for funding by DOA. Our recollection is that our use of DOA monies for acquisition of the small area outside the 100% Stage 3 Contour would be approved.

The site in question is the last significant residential development within the long-planned La Cienega Noise Abatement area that has FAA approval for recycling (see enclosed map). The total residential units number 98 and the removal of same will effectively complete the City's recycling efforts within this previously defined boundary. The recycling efforts have been very successful in this area and with confirmation of DOA's funding commitment to assist with the removal of the remaining units, the remaining tenants will no longer be subjected to the impacts of aircraft noise nor the impacts generated by this extensively developed industrial area.

The City recognizes and appreciates the support its has received from the DOA in our collective efforts to mitigate noise impacts on residents of the City of Inglewood. Your confirmation of DOA's prior approval to complete these final acquisitions with existing grant authorizations would be appreciated.

Sincerely,

Jesse Lewis,
Noise Abatement Director

cc: Tony DeBellis, Deputy City Manager

Attachment 7-2



City of Los Angeles Department of Airports
Richard J. Riordan, Mayor

Board of Airport Commissioners

Daniel P. Garcia
President

Patricia Mary Schnegg
Vice President

Martha Brown-Hicks

William H. Dahl

Warren W. Valdry

John J. Driscoll
Executive Director

June 12, 1996

Mr. Jesse Lewis
Noise Abatement Director
The Inglewood Redevelopment Agency
City of Inglewood
One Manchester Agency
Inglewood, California 90301

Dear Mr. Lewis,

This is to confirm the statements made in your May 31, 1996 letter regarding property acquisition in the La Cienega Noise Abatement area. It has, historically, been LADOA's position to allow Inglewood to complete this "grandfathered" area, despite the fact that a few parcels lay outside the 100% Stage 3 noise impact area. Any statements to the contrary by LADOA were based on a misconception about the extent of the the parcels left to be acquired in this area. Your letter clarifies this matter.

We look forward to continued progress in noise mitigation with the City of Inglewood, and wish to encourage ongoing cooperation between our agencies. If you have any additional questions, please feel free to contact me or Mark Adams of my staff at (310) 646-9410.

Sincerely,

Robert M. Beard
Airport Environmental Manager

RMB:MSA:ma

bc: P. Depoian

November 8, 1996

ING-PA-94/95

City of Los Angeles
Executive Director
Department of Airports
One World Way
Los Angeles, CA 90045
Attn: Noise Management Bureau

ORIGINAL

LETTER AGREEMENT
PROPERTY ACQUISITION (PA)

The Board of Airport Commissioners (BOAC) authorized the City of Los Angeles, Department of Airports (LADOA) on April 2, 1996, to provide \$2,000,000, pursuant to Resolution No. 19459, to the City of Inglewood (Inglewood) for implementation of a Los Angeles International Airport Part 150 approved incompatible land use acquisition project. An additional \$1,000,000 was later approved, pursuant to Resolution No. 19357, for a total sum of \$3,000,000 (hereinafter referred to as the LADOA grant amount or funds). The LADOA grant amount is to match the remaining portion (\$2,666,666.67) of Federal Aviation Administration (FAA) Grant Agreement No. AIP 3-06-0139-NB (\$3,000,000) and a portion (\$333,333.33) of FAA Grant Agreement No. AIP 3-06-0139-ND (\$3,000,000), in the total sum of \$6,000,000 dated September 29, 1992, and May 3, 1993 (hereinafter referred to as the FAA grant or funds).

Inglewood will comply with, or ensure compliance with, and will be bound to the following terms and conditions upon the condition that the LADOA transfer to Inglewood the LADOA grant amount. Unless specifically approved otherwise by the LADOA, the LADOA grant amount will be transferred in accordance with a payment schedule that includes partial payments as follows: up to 20% of the total amount after BOAC authorization and prior to submittal to LADOA of a signed and completed copy of this Agreement; up to 90% of the total amount upon submittal to

LADOA of five (5) signed and completed copies of this Agreement, with attachments; and, up to 100% upon LADOA receipt and approval of the Grant Report required by this Agreement to be submitted on completion of the funded project. The LADOA has approved Inglewood's request to combine the first payment with the second payment.

1. Inglewood will comply with BOAC Resolution No.'s 19459 and 19357 and all FAA Grant or other requirements and guidelines pertaining to this project. Inglewood will further comply with any relevant and more restrictive land use mitigation program or sound insulation requirements or guidelines established by the State of California pursuant to the Noise Standards found in Title 21, Subchapter 6 of the California Administrative Code (California Airport Noise Standards) or in the California Noise Insulation Standards found in Title 24, Chapter 12, Section 1208A of the State Building Code, or established by a FAR Part 150 Noise Compatibility Program adopted by the BOAC, or as otherwise set forth herein or promulgated by the LADOA in furtherance of the implementation of its FAR Part 150 Noise Compatibility Supplemental Funding Program. Whenever there is a conflict, the LADOA will determine, in consultation with Inglewood and all concerned parties, which requirements or guidelines pertain to the project.
2. Inglewood is submitting, as attachments to the signed copy of this Agreement, a copy of the FAA Grant Agreements (Attachments 2-1A and 2-1B), a copy of the FAA Grant Application supporting the FAA grants (Attachment 2-2), and such other documents as are specified below for submittal with this Agreement.
3. Inglewood will ensure the timely preparation and submittal of all documents required by the FAA or by the LADOA. Where documents required by this Agreement are allowed to be prepared, submitted and approved by LADOA after execution of this Agreement, or required to be periodically updated, resubmitted and approved by LADOA after execution of this Agreement, but such documents are not submitted by the required dates and have become past due, Inglewood agrees to suspend expenditure of all monies transferred by this Agreement until all such past due documents are submitted to and approved by LADOA, excepting only expenditures necessary to prepare or update the past due documents.
4. Inglewood will ensure that for each eligible residential property it acquires the LADOA is granted and receives an Avigation Easement of the type provided for and specified in the BOAC's most recently adopted FAR Part 150 Supplemental Funding Program (Resolution No. 19357) and in accordance with the attached Sample Avigation Easement prepared by LADOA (Attachment 4-1), and will ensure that such easements are in a

form, and are filed and/or recorded in a manner, acceptable to the Los Angeles City Attorney's Office.

In addition, Inglewood will issue a Title 21 Compliance Certificate (see sample Attachment 4-2) for each eligible residential property which Inglewood acquires, or offers to acquire but is not acquired either as the result of an overt declination of the offer or a lack of response to the offer. Inglewood will ensure that the Title 21 Compliance Certificates provided for herein are prepared in a form and are distributed and filed as required by the LADOA. Inglewood acknowledges that any residential property which is offered acquisition, but is not acquired, may, at a later date, participate in a subsequent acquisition program.

Where property is to be acquired by Inglewood with interest earned on the LADOA or FAA grant funds, in addition to the above, it is hereby agreed that Inglewood will grant and issue an Avigation Easement and Title 21 Compliance Certificate to the LADOA, in a form or forms acceptable to the Los Angeles City Attorney's Office, with respect to all property purchased.

As required by the FAA grant, the proceeds of the disposition of the property acquired by Inglewood with the Federal Grant funds will be refunded to the United States for the Airport and Airway Trust Fund on a basis proportionate to the United States' share of the cost of acquisition of such land, or will be reinvested in an approved Part 150 project, pursuant to such instructions as the FAA shall issue. If the proceeds are so reinvested, an Avigation Easement and a Title 21 Compliance Certificate, in a form or forms acceptable to the Los Angeles City Attorney's Office, will be granted and issued to the LADOA with respect to the property purchased with such reinvested proceeds.

The proceeds of the disposition of the property acquired by Inglewood with the LADOA grant funds will be refunded to the LADOA, on a basis proportionate to the LADOA's share of the cost of acquisition of such land, or will be reinvested in an approved noise mitigation project, pursuant to such instructions as the LADOA shall issue. If the proceeds are so reinvested, an Avigation Easement and a Title 21 Compliance Certificate, in a form or forms acceptable to the Los Angeles City Attorney's Office, will be granted and issued to the LADOA with respect to the property purchased with such reinvested proceeds.

Any funds remaining from the LADOA grant amount after completion of the residential property acquisition project will be refunded to the LADOA or will be reinvested in a subsequent approved noise mitigation project pursuant to such instructions as the LADOA may issue. If the remaining funds are so reinvested, an Avigation Easement and a Title 21 Compliance Certificate, in

a form or forms acceptable to the Los Angeles City Attorney's Office, will be granted or issued to the LADOA with respect to the property acquired with the reinvested funds.

5. Inglewood will prepare and maintain, for the benefit of the LADOA, an airport incompatible land use program plan (hereinafter referred to as the Aircraft Noise Mitigation Plan or the ANMP) in compliance with guidelines developed and maintained by the LADOA. The ANMP will set forth in narrative and graphic form LADOA's objectives, priorities, and program requirements, and Inglewood's mitigation actions and time schedule necessary to bring all eligible incompatible land use within its jurisdiction into compliance with the California Airport Noise Standards. The ANMP will be comprehensive in that it will include all proposed mitigation strategies to be utilized by Inglewood, including both sound insulation and acquisition/recycle programs. Inglewood will update the ANMP at least annually and submit annual updates no later than May 1 of each year thereafter. The ANMP will include Inglewood's detailed long-range compliance schedule with project phases, cost estimates and other program elements that are pertinent to achieving total compliance with the Airport Noise Standards. The ANMP will describe the process for obtaining, recording and filing an Avigation Easement for all properties to be acquired and the process for issuing a Title 21 Compliance Certificate for each property to be acquired and for each property declining acquisition. Such data will cover separately the impact area within the LADOA's Fourth Quarter 1992 annual 65 dB Community Noise Equivalent Level (CNEL) noise contour and the impact area within the most recent 100% Stage 3 aircraft 65 dB CNEL noise contour prepared by the LADOA for the Airport. One (1) digital copy on diskette and five (5) hard copies of the LADOA approved up-to-date ANMP will be submitted to LADOA no later than one month after the date Inglewood signs this Agreement.
6. Inglewood will prepare a project implementation plan (hereinafter referred to as the Grant Implementation Plan or the GIP) for properties to be acquired and redeveloped with the combined FAA and LADOA funds covered by this Agreement. The GIP will be prepared in compliance with guidelines developed and maintained by the LADOA, will be in narrative and graphic form, and will specify priorities, and describe how they were set, mitigation measures to be taken, time schedules, estimated costs, and other pertinent project elements as required in the LADOA guidelines. One (1) digital copy on diskette and five (5) hard copies of the LADOA approved GIP will be submitted to LADOA no later than two months after the date Inglewood signs this Agreement.
7. Inglewood recognizes that it is the LADOA's intent to achieve compliance with the California Airport Noise Standards as quickly, efficiently and cost

effectively as possible. In pursuing this objective, it is LADOA's intent that land use mitigation programs should be prioritized so that incompatible properties that will continue to remain in the Airport noise impact area the longest, that are within the highest noise zones, and that are not projected for early conversion or redevelopment through normal market forces, should receive the highest priority for LADOA funds and FAA grant monies.

Therefore, in establishing program and project priorities, Inglewood will select and prioritize properties according to the following criteria: (1) the property is within the 65 dB CNEL noise contour depicted on one or both of the Airport's FAR Part 150 Noise Exposure Maps (NEM's) approved by the FAA; (2) the property is within the projected 100% Stage 3 Aircraft 65 dB CNEL noise contour prepared by the LADOA for the Airport; (3) to the extent feasible, and consistent with Inglewood's adopted land use acquisition/recycle program priorities, the property is within the highest 1 dB CNEL measurement zone, or within the block with the highest average noise level, relative to other eligible incompatible properties proposed for acquisition; and, (4) the property's land use is consistent with Inglewood's General Plan, any relevant specific plan and applicable zoning requirements. Any deviations from these criteria or from other prioritization criteria developed by the LADOA to achieve compliance with the California Airport Noise Standards will be subject to prior LADOA approval, normally in conjunction with LADOA approval of the Aircraft Noise Mitigation Plan and the Grant Implementation Plan.

In accordance with the above stated requirements, Inglewood has received authorization from LADOA (see Attachments 7-1 and 7-2) to deviate from criteria (2), described above, for one specific property. The acquisition of this last remaining parcel, using funds transferred by this Letter Agreement, will complete the recycling efforts within the long-planned La Cienega Project area. Once all parcels within the La Cienega Project area are acquired, Inglewood will make no future requests for LADOA funding for acquisition of properties that are not within the projected 100% Stage 3 Aircraft 65 dB CNEL noise contour.

8. Inglewood recognizes that it is the LADOA's objective to establish a systematic and, to the extent possible, uniform computerized record keeping system for all projects funded or partially funded by the LADOA. Inglewood will cooperate with and assist the LADOA in establishing and maintaining such a system, and will modify its systems, when necessary or requested by the LADOA, to achieve that objective.
9. In facilitating the establishment and maintenance of a unified system of records, Inglewood will provide LADOA with a computer database with up-to-date land use information for the areas described in the Aircraft Noise

Mitigation Plan; this database will be an update of LADOA's most recent land use database, will conform to format conventions specified by LADOA, and will be provided in a format that will require no editing for transfer of records to the LADOA land use database. For the purposes of these projects, the adequacy of submitted land use data is subject to LADOA approval; land use data based on databases other than that of LADOA, including but not limited to databases developed solely from County Assessor data, are normally considered inadequate. A copy of the required database and narrative explanation of the methods used in its upgrade will be submitted to LADOA no later than one month after the date Inglewood signs this Agreement.

10. In further cooperating with maintenance of a unified system of records, Inglewood will prepare any and all maps included in any document required or submitted pursuant to this Agreement so as to conform to format conventions pertaining to size, scale, color, and features as specified by LADOA.
11. Inglewood currently lacks the ability to submit to LADOA the required database, and narrative explanation of the methods used in its update, and maps with the signed copies of this Agreement. However, Inglewood is submitting documentation (Attachment 11-1) demonstrating that an appropriate consultant has been selected and retained to prepare the required database and maps for submittal to LADOA within one month of the date Inglewood signs this Agreement.

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12. One copy of Inglewood's LADOA approved sound insulation ordinance that requires the sound insulation of new or expanded incompatible properties within the Fourth Quarter 1992 65 dB CNEL noise contour prepared by the LADOA (Attachment 12-1), together with written certification by the appropriate Inglewood building official that such ordinance is sufficient to achieve the sound insulation standards set forth in the California Airport Noise Standards and is being fully and continuously implemented and enforced (Attachment 12-2), is being submitted to LADOA with the signed copies of this Agreement.
13. In undertaking and documenting property acquisition projects, Inglewood will ensure and will document that at least 80% of LADOA grant funds are

allocated to actual acquisition costs, including relocation assistance, or such a greater percentage allocation for such costs as is reported and approved for FAA funds during the project. Inglewood will ensure that non-construction planning, appraisal and administrative overhead costs (undertaken by either or both Inglewood's staff or consultants) will not exceed 20% of total project cost. Further, any purely administrative overhead costs (particularly those oversight costs accrued by Inglewood's general support staff as opposed to any direct implementation costs accrued by Inglewood's full-time project-exclusive working staff) will not exceed 3% of total project cost and will be shown to be directly and exclusively related to project implementation activities. LADOA grant funds will be used only for materials and activities that are also eligible for purchase with FAA grant funds and will be subject to the same limitations imposed on the use of FAA grant funds. Inglewood will obtain specific written authorization from the LADOA before deviating from any of these funding criteria.

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15. Within 60 days of completion of the projects funded under this Letter Agreement, and in accordance with guidelines developed and maintained by the LADOA, Inglewood will prepare and submit, as Attachment 15-1 hereto, five (5) copies of a final project report (hereinafter referred to as the Grant Report or GR) to LADOA showing the results of the project, the allocation of actual acquisition (appraisal, relocation, site purchases, and authorized site preparation) expenditures (both LADOA and FAA) among the individual project properties, a listing of all Avigation Easements obtained for acquired project properties and a listing of all Title 21 Compatibility Certificates issued for the project properties acquired and not acquired, and the total allocation, in detail satisfactory to the LADOA, of actual expenses (both LADOA and FAA) by project category and sub-category: e.g., for project planning, project evaluation and design, project acquisition and relocation, demolition and site preparation, and project administration. All general administrative overhead expenses will be detailed separately from site-related acquisition/development administrative expenses.
16. In addition to the final project report, Inglewood will provide annually to the LADOA five (5) copies of an annually updated cumulative progress report (prepared in accordance with LADOA guidelines and hereinafter referred to as the Cumulative Annual Progress Report or the CAPR) documenting the

historical and ongoing receipt and expenditure of all LADOA grant funds and FAA matching funds, and all FAA Grants obtained without matching LADOA grant funds, and the submittal of all Avigation Easements and Title 21 Compatibility Certificates by Inglewood to LADOA. A cumulative list of all properties made compatible with the California Airport Noise Standards will be maintained by Inglewood and at least annually updated and attached to the Cumulative Annual Progress Report. The CAPR will be updated at least annually and submitted to the LADOA with the required annual update of the Aircraft Noise Mitigation Plan.

17. In undertaking Property Acquisition projects, Inglewood acknowledges LADOA's technical and oversight responsibilities under the California Airport Noise Standards and its auditing responsibilities as a grant issuing agency and will work cooperatively and in good faith with LADOA in performing and documenting its work in furtherance of this Agreement and in support of LADOA's responsibilities.

Dated: November 19, 1996

City of Inglewood

by 
(Signature)

Edward Vincent
(Printed Name)

Mayor
(Title)

ATTEST:

by 
(Signature)

Hermanita V. Harris, City Clerk
(Printed Name/Title)

REVIEWED AS TO FORM:

by 
(Signature)

Howard Rosten, City Attorney
(Printed Name/Title)

Attachment 4-1

RECORDING REQUESTED BY:
CITY OF LOS ANGELES

WHEN RECORDED MAIL TO:
ELAINE E. STANIEC, SECRETARY
BOARD OF AIRPORT COMMISSIONERS
P. O. BOX 92216
LOS ANGELES, CA 90009-2216

AVIGATION EASEMENT
(ADDRESS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby
acknowledged,

(Grantor[s])

hereby GRANT(S) to the

CITY OF LOS ANGELES, a municipal corporation located in the
State of California,

the following described Avigation Easement in the City of
_____, County of Los Angeles, State of California:

Avigation Easement Provisions

1. The provisions of this Avigation Easement are in, over,
through and adjacent to the real property described as follows:

(Legal Description)

The above-described property is hereinafter referred to
as the "Property".

2. There is hereby granted to the CITY OF LOS ANGELES, its
successors and assigns, for the use and benefit of the public, an
unrestricted right of flight for the passage of aircraft in the
airspace above the surface of the hereinabove described premises,
together with the right to cause in said airspace such noise,
vibrations, smoke, fumes, soot, and other effects as may be
inherent in the operation of aircraft, now known or hereafter
used for navigation of, or flight in the air, using said airspace
for landing at, taking off from, or operating at, or on, Los
Angeles International Airport.

3. Grantor(s) hereby release(s) the CITY OF LOS ANGELES from any and all claims said Grantor(s) have had, have now, or may hereafter have, with respect to alleged property damage at the above-described property, and any personal injuries and/or emotional distress, by reason of any type of aircraft operations including, but not limited to, jet aircraft operations to, from, or at Los Angeles International Airport.

4. The Avigation Easement hereby granted to the CITY OF LOS ANGELES is as to an unlimited number of takeoffs and an unlimited number of landings each day of any type and class of aircraft, at an unlimited noise level, and an unlimited number of annual passengers, with the exception of air crashes.

5. Nothing herein contained shall constitute a waiver by the Grantee, CITY OF LOS ANGELES, of any prescriptive rights which said Grantee may have previously acquired.

6. This Avigation Easement and all rights pertaining thereto is hereby vested in the CITY OF LOS ANGELES, its successors and assigns, forever with the understanding that these covenants and agreements shall be binding upon the successors and assigns of Grantor(s), and that these covenants and agreements shall run with the land.

_____ (Grantor[s])

Dated: _____

By _____
(Signature)

ATTEST;

_____ (Print Name)

By _____
Secretary (Signature)

_____ (Print Title)

_____ Print Name

_____ Print Title

[SEAL]

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
 } S.S.
COUNTY OF _____ }

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

(Notary Signature)

(Notary Seal)

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the CITY OF LOS ANGELES, a municipal corporation, is hereby accepted by order of the Board of Airport Commissioners, and the Grantee consents to the recordation thereof by its duly authorized officer.

DATED: _____, 19__

CITY OF LOS ANGELES

By _____
Executive Director
Department of Airports

ATTEST:

By _____
Secretary (Signature)

Print Name

Print Title

Attachment 4-2

Assessor's Parcel Number _____

TO THE CITY OF LOS ANGELES

TITLE 21 COMPLIANCE CERTIFICATE
California Airport Noise Standards
Incompatible Land Use Property Acquisition Projects

Dated _____, 19____

This is to certify that the residential property for which a legal description, including address and assessor's parcel number, are attached hereto and marked Exhibit "A" has been determined by the City/County of _____ (the Implementing Jurisdiction) to be a compatible land use within the noise impact boundary around Los Angeles/Ontario International Airport.

Certification of land use compatibility is based on compliance with the requirements of the California Airport Noise Standards, set forth in California Code of Regulations, Title 21 "Division of Aeronautics", Subchapter 6 "Noise Standards", Section 5014, in that either (check one box):

- (a) The dwelling structure on the property has been purchased for the purpose of conversion to a compatible land use by the Implementing Jurisdiction and an appropriate avigation easement has been filed with the County Recorder relative to the property, or
- (b) The property owner has declined, either explicitly or through a lack of response to inquiries, an offer to participate in a voluntary Property Acquisition Program administered by the Implementing Jurisdiction, and that the property may, therefore, be considered a compatible land use pursuant to Section 5014 (a)(4). If declination is through a lack of response, this is to also certify that the Implementing Jurisdiction provided adequate opportunities and invitations for participation.
- (c) An avigation and/or noise easement has been filed with the County Recorder relative to the property in a form and manner approved by the Los Angeles City Attorney.

This Title 21 Compliance Certificate shall serve as notice to the owner(s) of the property, the California Department of Transportation, and the Los Angeles City Department of Airports that the property has been determined to be a compatible land use within the noise impact boundary around the subject Airport pursuant to Section 5014 of the California Airport Noise Standards.

A copy of this Certificate will be delivered to the property owner(s), the California Department of Transportation Division of Aeronautics, and the Los Angeles City Department of Airports by certified mail on the date shown above. Return receipts will be made available to the Los Angeles City Department of Airports for a period of not less than two years after that date.

This Certificate shall be filed in the Office of the Clerk of the Implementing Jurisdiction, or in such other permanent location as approved by the Los Angeles City Department of Airports, and shall continue in effect until the subject Airport shall be abandoned and shall cease to be used for public airport purposes.

Furthermore, in the case where the owner has previously declined to participate in a property acquisition program under (b) above, the Title 21 Compliance Certificate shall continue in effect until the owner(s) or owner's heirs, successors or assigns subsequently participate in a property acquisition program and a new Title 21 Compliance Certificate is filed for the property with (a), above, indicated on the new recorded form.

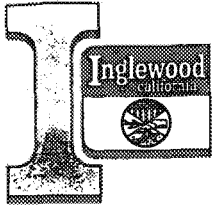
Nothing herein contained shall constitute a waiver of any rights by the owner(s) of the property or owner's heirs, successors and assigns.

Approved by Implementing Jurisdiction official: _____ (Signature)

_____ (Print name)

_____ (Title)

Attachment 7-1



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

FAX (310) 412-5188



May 31, 1996

The Inglewood Redevelopment Agency
(310) 412-5290

Robert Beard
Airport Environmental Manager
Los Angeles Department of Airports
P.O. Box 92216
Los Angeles, CA 9009-2216

Dear Mr. Beard:

On January 10, 1992, Otis Ginoza and I met with you to discuss the purchase of FAA approved property, portions of which are located outside of the 100% Stage 3 Aircraft Noise Contour. During the meeting you indicated that you would discuss with your management grandfathering the entire property for funding by DOA. Our recollection is that our use of DOA monies for acquisition of the small area outside the 100% Stage 3 Contour would be approved.

The site in question is the last significant residential development within the long-planned La Cienega Noise Abatement area that has FAA approval for recycling (see enclosed map). The total residential units number 98 and the removal of same will effectively complete the City's recycling efforts within this previously defined boundary. The recycling efforts have been very successful in this area and with confirmation of DOA's funding commitment to assist with the removal of the remaining units, the remaining tenants will no longer be subjected to the impacts of aircraft noise nor the impacts generated by this extensively developed industrial area.

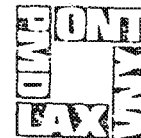
The City recognizes and appreciates the support its has received from the DOA in our collective efforts to mitigate noise impacts on residents of the City of Inglewood. Your confirmation of DOA's prior approval to complete these final acquisitions with existing grant authorizations would be appreciated.

Sincerely,

Jesse Lewis,
Noise Abatement Director

cc: Tony DeBellis, Deputy City Manager

Attachment 7-2



June 12, 1996

City of Los Angeles Department of Airports
Richard J. Riordan, Mayor

Board of Airport Commissioners

Mr. Jesse Lewis
Noise Abatement Director
The Inglewood Redevelopment Agency
City of Inglewood
One Manchester Agency
Inglewood, California 90301

Daniel P. Garcia
President
Patricia Mary Schnegg
Vice President
Martha Brown-Hicks
William H. Dahl
Warren W. Valdry
John J. Driscoll
Executive Director

Dear Mr. Lewis,

This is to confirm the statements made in your May 31, 1996 letter regarding property acquisition in the La Cienega Noise Abatement area. It has, historically, been LADOA's position to allow Inglewood to complete this "grandfathered" area, despite the fact that a few parcels lay outside the 100% Stage 3 noise impact area. Any statements to the contrary by LADOA were based on a misconception about the extent of the the parcels left to be acquired in this area. Your letter clarifies this matter.

We look forward to continued progress in noise mitigation with the City of Inglewood, and wish to encourage ongoing cooperation between our agencies. If you have any additional questions, please feel free to contact me or Mark Adams of my staff at (310) 646-9410.

Sincerely,

Robert M. Beard
Airport Environmental Manager

RMB:MSA:ma

bc: P. Depoian