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 <u>required presently outstanding</u> documents and data now due from Inglewood as required by <u>this and/or previous letter agreements</u>, 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.

- 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.
- 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.
- 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.
- 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.

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.
- 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.
- 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 At la
APPROVED AS TO FORM	(Signáture)
JAMES K. HAHN / City Attorney	
	Roosevelt F. Dorn
APR 16 2001	(Printed Name)
(land that)	
ASSISTANT/CARRON	Mayor
	(Title)

ATTEST:

by Christian Carson (Signature)

Hermanita V. Harris (Printed Name)

City Clerk (Title)

APPROVED AS TO FORM:

Charles E. Dickerson III
City Attorney

Los Angeles World Airports

June 7, 2001

Ms. Deanna Unternahrer 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

Dear Ms. Unternahrer:

Van Nuys

Palmdale

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

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 mitigation program, i

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:

Check Total

Check No.

H060881

Page 1

Vendor Name: CITY OF INGLEWOOD

71R

\$7,200,000.00 Vendor No: 99999990409

Check Date May 29, 2001

			***************************************	***************************************		***************************************		
NET	D	mer ref. Auth. Description	DESCRIPTION	REF. AUTH.	PV NUMBER	ENT DP.	DEPARIMENT	VENDOR INVOICE
THUOME.		/CDB 9559/97/30.		99199/99/30.	Lin DER/COM	30.	STANCE.	
7200000 .00	13	#1269 BESO 20#23 - PART 150 PROP ACHIEF CITY OF INCLESCED	BESO 20423 -		01718041269	8 04	ATRPORTE	05/23/01

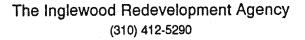




CITY OF INGLEWOOD CALIFORNIA

ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1750







October 2, 1997

Mr. John P. Milligan Supervisor, Standards Section Federal Aviation Administration P.O. Box 92007 Worldway Postal Center Los Angeles, CA 90009

Dear Mr. Milligan:

Re. Project No. AIP 3-06-0139-NM Grant Offer

un Under

Enclosed are the original and three copies of Grant Offer No. AIP 3-06-0139-NM in the amount of \$3,000,000, which have been executed by our Mayor and certified by the City Attorney.

Sincerely,

Deanna Unternahrer Airport Programs

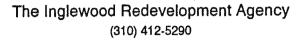
FICE



CITY OF INGLEWOOD CALIFORNIA

ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1750

FAX (310) 412-5188





October 2, 1997

Mr. John P. Milligan Supervisor, Standards Section Federal Aviation Administration P.O. Box 92007 Worldway Postal Center Los Angeles, CA 90009

Dear Mr. Milligan:

Re. Project No. AIP 3-06-0139-NM Grant Offer

Enclosed are the original and three copies of Grant Offer No. AIP 3-06-0139-NM in the amount of \$3,000,000, which have been executed by our Mayor and certified by the City Attorney.

Sincerely,

Deanna Unternahrer Airport Programs

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

GRANT AGREEMENT

Part I - Offer

Date of Offer: SEP 3 0 1997

Los Angeles International Airport/Planning Area

Project No. 3-06-0139-NM

Contract No. DTFA08-97-C-21095

TO:

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

FROM:

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

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

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

Acquire land for noise compatibility (Parcels 4032-007-032, 4032-008-036, and 4032-008-012), including relocation assistance and removal of improvements.

all as more particularly described in the Project Application.

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

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

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$3,000,000.00. For the purpose of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

\$0 for planning \$3,000,000.00 for airport development or noise program implementation

- 2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
- 3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of the allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 4. The Sponsor shall carry out and complete the project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
- 5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 30, 1997, or such subsequent date as may be prescribed in writing by the FAA.
- 7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgement, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the

Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

- 8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
- 9. It is agreed that all program income produced from real property purchased in part with Federal funds in this Grant received during the Grant period shall be deducted from the total cost of the project for determining the net costs on which the maximum United States' obligation will be based. Sponsor's fiscal and accounting records shall clearly identify actual sources and uses of these funds.
- 10. It is understood and agreed by and between the parties hereto that the Sponsor will acquire a fee title or such lesser property interest as may be found satisfactory to the FAA to Parcels as described in the Project Application and as shown on the property map attached hereto and identified as Exhibit "B-1" and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property map attached hereto until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interests as may be found satisfactory to the FAA in and to said parcels (or any portion thereof for which grant payment is sought) subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk of interference with the use and operation of the airport.
- 11. It is agreed that land in this project purchased for noise compatibility purposes may be subject to disposal at the earliest practicable time. After Grant Agreement, the FAA may designate such land which must be sold by the Sponsor. The Sponsor will use its best efforts to dispose of such land subject to retention or reservation of any interest or right therein necessary to insure that such land is used only for purposes which are compatible with the noise levels of operation of the airport. The proceed of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a Basis proportioned to the United States share of the cost of acquisition of such land, or shall be reinvested in an approved project, pursuant to such instruction as the FAA will issue.
- 12. It is understood and agreed by and between the parties hereto that the Sponsor shall grant an avigation easement on land as shown on the property map, Exhibit "B-1" to the city of Los Angeles, Los Angeles World Airports, California, prior to any disposal or resale of said land.
- 13. The FAA shall make payment to the Sponsor by a Letter of Credit between the Treasury, through a Federal Reserve bank, and the Sponsor's Commercial Bank. The Sponsor agrees to request cash drawdowns on the authorized Letter of Credit only when needed for its disbursements to carry out the purposes of this program. The Sponsor further agrees to timely reporting of such drawdown and disbursements as required. It is understood that failure to adhere to this provision may cause the Letter of Credit to be revoked by the FAA. In the event of revocation, payment will be made on a reimbursement basis by Treasury check for costs incurred.
- 14. The attached new Part V Assurances (5-97), incorporated hereto are hereby substituted in lieu of those in the sponsor's Project Application and made part hereof.

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
WESTERN-PACIFIC REGION

D. . .

onn 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.

City of Inglewood
Name of Sponsor

Sponsor's Designated Official
Representative

Attest:

Title: MAYOR

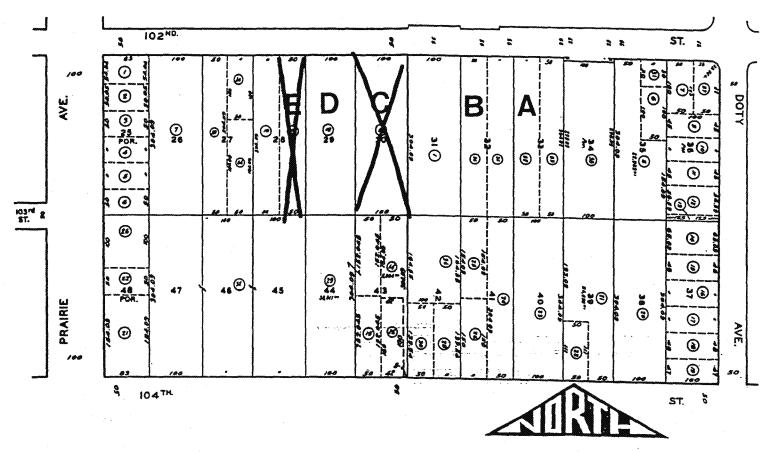
CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated a#	Ingl	wodd,	c/	_ this _	1st day of	Oct	ober	,		1997
	ad	Kis	ten			House	ud	Rosk	The state of the s	
- Company					Sign	nature o	of Spo	nsor's A	Attori	ney

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



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

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

C - 3980 West 102nd Street 4032-098-013 PACIP IV, Site 25 **D** - 3910 West 102nd Street 4032-008-012 INCIP IC, Site 24

E - 3920 West 102nd Street 4032-008-311 INCIP IV, Site 23

ASSURANCES Nonairport Sponsors Undertaking Noise Compatibility Program Projects

A. General.

- 1. These assurances shall be complied with in the performance of grant agreements for noise compatibility projects undertaken by sponsors who are not proprietors of the airport which is the subject of the noise compatibility program.
- 2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. Sponsors are units of local government in the areas around the airport which is the subject of the noise compatibility program.
- 3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.
- B. Duration. The terms, conditions, and assurances, of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired or throughout the useful life of the items installed under the project, but in any event not to exceed twenty (20) years from the date of the acceptance of a grant offer of Federal funds for the project. However, there shall be no time limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.
- C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:
 - 1. General Federal Requirements. It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this project including but not limited to the following:

 Federal Legislation.
 - a. Title 49, U.S.C., subtitle VII, as amended.
 - b. Davis-Bacon Act 40 U.S.C. 276(a), et seq.
 - c. Federal Fair Labor Standards Act 29 U.S.C. 201 et seg.
 - d. Hatch Act 5 U.S.C. 1501, et seq. 121 Parallel
 - e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 42 U.S.C. 4601, et seq.
 - f. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
 - g. Archeological and Historic Preservation Act of 1974 469 through 469c.
 - h. Native American Grave Repatriation Act 25 U.S.C. Section 3001, et seq.
 - i. Clean Air Act, P.L. 90-148, as amended.
 - j. Coastal Zone Management Act, P.L. 93-205, as amended.
 - k. Flood Disaster Protection Act of 1973 Section 102(a) -42 U.S.C. 4012a.
 - I. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
 - m. Rehabilitation Act of 1973 29 U.S.C. 794.
 - n. Civil Rights Act of 1964 Title VI 42 U.S.C. 2000d through d-4.
 - o. Age Discrimination Act of 1975 42 U.S.C. 6101, et seg.
 - p. American Indian Religious Freedom Act, P.L. 95-341,
 - q Architectural Barriers Act of 1968 U.S.C. 4151, et seq.
 - r. Powerplant and Industrial Fuel Use Act of 1978 Section 403 42 U.S.C. 8373.
 - s. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et seq.
 - t. Copeland Antikickback Act -18 U.S.C. 874.

- u. National Environmental Policy Act of 1969 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity

Executive Order 11990 - Protection of Wetlands

Executive Order 11998 - FloodPlain Management

Executive Order 12372 - Intergovernmental Review of Federal Programs.

Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction

Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 Airport noise compatibility planning.
- d. 29 CFR Part 1 Procedures for predetermination of wage rates.
- e. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- f. 29 CFR Part 5 Labor standards provisions applicable to contracts covering federally financed and assisted construction.
- g. 41 CFR Part 60 Office of Federal contract compliance programs, equal employment opportunity, Department of Labor (Federal and federally-assisted contracting requirements).
- h. 49 CFR Part 18 Uniform administrative requirements for grants and cooperative agreements to state and local governments.
- i. 49 CFR Part 20 New restrictions on lobbying.
- 49 CFR Part 21 Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI to the Civil Rights Act of 1964.
- k. 49 CFR Part 23 Participation of minority business enterprise in Department of Transportation programs.
- 49 CFR Part 24 Uniform relocation assistance and real property acquisition regulation for Federal and federally assisted programs.
- m. 49 CFR Part 27 Non-Discrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance.
- n. 49 CFR Part 29 Governmentwide debarment and suspension (non-procurement) and governmentwide requirements for drug-free workplace (grants).
- 49 CFR Part 30 Denial of public work contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 41 Seismic safety of Federal and federally assisted or regulated new building construction.

Office of Management and Budget Circulars

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

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

- 2. Responsibility and Authority of the Sponsor. It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- 3. Sponsor Fund Availability.
 - a. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.
 - It has sufficient funds available to ensure operation and maintenance of items funded under the grant agreement which it will own or control.
- 4. Good Title. For projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.
- 5. Preserving Rights and Powers.
 - a. It will not enter into any transaction, or take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
 - b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property, for which it holds good title and upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement, without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and making binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.
 - c. For all noise compatibility projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that governmental unit. Except as otherwise specified by the Secretary, that agreement shall obligate that governmental unit to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility project. That agreement and changes thereto must be approved in advance by the Secretary.
 - d. For noise compatibility projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary.
 - 6. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are

authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise compatibility projects to be carried out on property which is not owned by the sponsor and which is under the land use control or authority of a public agency other than the sponsor, the sponsor shall obtain from each agency a written declaration that such an agency supports the project and the project is reasonably consistent with the agency's plans regarding the property.

- Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.
- 8. Accounting System, Audit, and Recordkeeping Requirements.
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records should be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General no later than six (6) months following the close of the fiscal year for which the audit was conducted.
- 9. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
- 10. Veteran's Preference. It shall include, in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in administrative, executive, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 47117 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
- 11. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.
- 12. Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the

Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

- 13. Operation and Maintenance. It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.
- 14. Hazard Prevention. It will protect such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) by preventing the establishment or creation of future airport hazards on property owned or controlled by it or over which it has land use jurisdiction.
- 15. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, it will not cause or permit any change in land use, within its jurisdiction that will reduce the compatibility, with respect to the airport, of the noise compatibility measures upon which Federal funds have been expended.
- 16. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. It will also make records and documents relating to the project, and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
- 17. Civil Rights. It will comply with such rules as are promulgated, to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.
- 18. Engineering and Design Services. It will award each contract or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services as negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor.
- 19. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 20. Disposal of Land.
 - a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer

needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.

- b. Disposition of such land under (a) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
- 21. Relocation and Real Property Acquisition. (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subparts D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

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

GRANT AGREEMENT

Part I - Offer

Date of Offer: SEP 3 0 1997

Los Angeles International Airport/Planning Area

Project No. 3-06-0139-NM

Contract No. DTFA08-97-C-21095

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

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

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

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

Acquire land for noise compatibility (Parcels 4032-007-032, 4032-008-036, and 4032-008-012), including relocation assistance and removal of improvements.

all as more particularly described in the Project Application.

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

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

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$3,000,000.00. For the purpose of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

for planning \$3,000,000.00 for airport development or noise program implementation

- 2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
- 3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United sold and States share will be based upon the final audit of the total amount of the allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 4. The Sponsor shall carry out and complete the project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
- 5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 30, 1997, or such subsequent date as may be prescribed in writing by the FAA.
- 7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgement, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the

Federal share or to an, settlement, litigation, negoti on, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

- 8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
- 9. It is agreed that all program income produced from real property purchased in part with Federal funds in this Grant received during the Grant period shall be deducted from the total cost of the project for determining the net costs on which the maximum United States' obligation will be based. Sponsor's fiscal and accounting records shall clearly identify actual sources and uses of these funds.
- 10. It is understood and agreed by and between the parties hereto that the Sponsor will acquire a fee title or such lesser property interest as may be found satisfactory to the FAA to Parcels as described in the Project Application and as shown on the property map attached hereto and identified as Exhibit "B-1" and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property map attached hereto until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interests as may be found satisfactory to the FAA in and to said parcels (or any portion thereof for which grant payment is sought) subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk of interference with the use and operation of the airport.
- 11. It is agreed that land in this project purchased for noise compatibility purposes may be subject to disposal at the earliest practicable time. After Grant Agreement, the FAA may designate such land which must be sold by the Sponsor. The Sponsor will use its best efforts to dispose of such land subject to retention or reservation of any interest or right therein necessary to insure that such land is used only for purposes which are compatible with the noise levels of operation of the airport. The proceed of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a Basis proportioned to the United States share of the cost of acquisition of such land, or shall be reinvested in an approved project, pursuant to such instruction as the FAA will issue.
- 12. It is understood and agreed by and between the parties hereto that the Sponsor shall grant an avigation easement on land as shown on the property map, Exhibit "B-1" to the city of Los Angeles, Los Angeles World Airports, California, prior to any disposal or resale of said land.
- 13. The FAA shall make payment to the Sponsor by a Letter of Credit between the Treasury, through a Federal Reserve bank, and the Sponsor's Commercial Bank. The Sponsor agrees to request cash drawdowns on the authorized Letter of Credit only when needed for its disbursements to carry out the purposes of this program. The Sponsor further agrees to timely reporting of such drawdown and disbursements as required. It is understood that failure to adhere to this provision may cause the Letter of Credit to be revoked by the FAA. In the event of revocation, payment will be made on a reimbursement basis by Treasury check for costs incurred.
- 14. The attached new Part V Assurances (5-97), incorporated hereto are hereby substituted in lieu of those in the sponsor's Project Application and made part hereof.

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

> UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION WESTERN-PACIFIC REGION

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 30 19 _ day of September, 1997. City of Inglewood Name of Sponso Sponsor's Designated Official Representative Title: MAYOR Attest: Title: CERTIFICATE OF SPONSOR'S ATTORNEY Howard Rosten

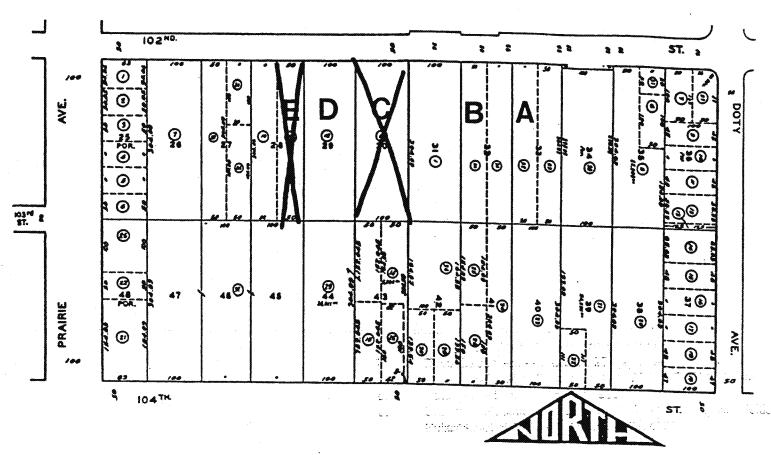
That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official

, acting as Attorney for the Sponsor do hereby certify:

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

Dated at Inglewood, CA this 1st	day ofOctober, 1997
Housed Kister	-Howard Rock.
11000000 110114	Signature of Sponsor's Attorney

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



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

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

C - 3900 West 102nd Street 4032-006-013 PACIP IV, Site 25 D - 3910 West 102nd Street 4032-008-012 INCIP IC, Site 24

E - 3020 West 102nd Street 4032-008-811 INCIP IV, Site 23

ASSURANCES Nonairport Sponsors Undertaking Noise Compatibility Program Projects

A. General.

- 1. These assurances shall be complied with in the performance of grant agreements for noise compatibility projects undertaken by sponsors who are not proprietors of the airport which is the subject of the noise compatibility program.
- 2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. Sponsors are units of local government in the areas around the airport which is the subject of the noise compatibility program.
- 3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.
- B. Duration. The terms, conditions, and assurances, of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired or throughout the useful life of the items installed under the project, but in any event not to exceed twenty (20) years from the date of the acceptance of a grant offer of Federal funds for the project. However, there shall be no time limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.
- C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:
 - 1. General Federal Requirements. It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this project including but not limited to the following:

Federal Legislation.

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act 29 U.S.C. 201 et seg.
- d. Hatch Act 5 U.S.C. 1501, et seq.
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 469 through 469c.
- h. Native American Grave Repatriation Act 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 Section 102(a) -42 U.S.C. 4012a.
- I. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 29 U.S.C. 794.
- n. Civil Rights Act of 1964 Title VI 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341,
- q Architectural Barriers Act of 1968 U.S.C. 4151, et seq.
- r. Powerplant and Industrial Fuel Use Act of 1978 Section 403 42 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et seq.
- t. Copeland Antikickback Act -18 U.S.C. 874.

- u. National Environmental Policy Act of 1969 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity

Executive Order 11990 - Protection of Wetlands

Executive Order 11998 - FloodPlain Management

Executive Order 12372 - Intergovernmental Review of Federal Programs.

Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction

Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 Airport noise compatibility planning.
- d. 29 CFR Part 1 Procedures for predetermination of wage rates.
- e. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- f. 29 CFR Part 5 Labor standards provisions applicable to contracts covering federally financed and assisted construction.
- g. 41 CFR Part 60 Office of Federal contract compliance programs, equal employment opportunity, Department of Labor (Federal and federally-assisted contracting requirements).
- h. 49 CFR Part 18 Uniform administrative requirements for grants and cooperative agreements to state and local governments.
- i. 49 CFR Part 20 New restrictions on lobbying an wheat Page at the control of the control of
- 49 CFR Part 21 Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI to the Civil Rights Act of 1964.
- k. 49 CFR Part 23 Participation of minority business enterprise in Department of Transportation programs.
- 49 CFR Part 24 Uniform relocation assistance and real property acquisition regulation for Federal and federally assisted programs.
- m. 49 CFR Part 27 Non-Discrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance.
- n. 49 CFR Part 29 Governmentwide debarment and suspension (non-procurement) and governmentwide requirements for drug-free workplace (grants).
- 49 CFR Part 30 Denial of public work contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 41 Seismic safety of Federal and federally assisted or regulated new building construction.

Office of Management and Budget Circulars

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

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

- 2. Responsibility and Authority of the Sponsor. It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- 3. Sponsor Fund Availability.
 - a. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.
 - It has sufficient funds available to ensure operation and maintenance of items funded under the grant agreement which it will own or control.
- 4. Good Title. For projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.
- 5. Preserving Rights and Powers.
 - a. It will not enter into any transaction, or take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
 - b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property, for which it holds good title and upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement, without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all-such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and making binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.
 - c. For all noise compatibility projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that governmental unit. Except as otherwise specified by the Secretary, that agreement shall obligate that governmental unit to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility project. That agreement and changes thereto must be approved in advance by the Secretary.
 - d. For noise compatibility projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary.
- 6. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are

authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise compatibility projects to be carried out on property which is not owned by the sponsor and which is under the land use control or authority of a public agency other than the sponsor, the sponsor shall obtain from each agency a written declaration that such an agency supports the project and the project is reasonably consistent with the agency's plans regarding the property.

- 7. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.
- 8. Accounting System, Audit, and Recordkeeping Requirements.
 - It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records should be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller
 General of the United States, or any of their duly authorized
 representatives, for the purpose of audit and examination, any
 books, documents, papers, and records of the recipient that are
 pertinent to the grant. The Secretary may require that an
 appropriate audit be conducted by a recipient. In any case in
 which an independent audit is made of the accounts of a sponsor
 relating to the disposition of the proceeds of a grant or relating to
 the project in connection with which the grant was given or used,
 it shall file a certified copy of such audit with the Comptroller
 General no later than six (6) months following the close of the
 fiscal year for which the audit was conducted.
- 9. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
- 10. Veteran's Preference. It shall include, in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in administrative, executive, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 47117 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
- 11. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.
- 12. Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the

Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

- 13. Operation and Maintenance. It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.
- 14. Hazard Prevention. It will protect such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) by preventing the establishment or creation of future airport hazards on property owned or controlled by it or over which it has land use jurisdiction.
- 15. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, it will not cause or permit any change in land use, within its jurisdiction that will reduce the compatibility, with respect to the airport, of the noise compatibility measures upon which Federal funds have been expended.
- 16. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. It will also make records and documents relating to the project, and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
- 17. Civil Rights. It will comply with such rules as are promulgated, to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.
- 18. Engineering and Design Services. It will award each contract or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services as negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent gualifications-based requirement prescribed for or by the sponsor.
- 19. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- Disposal of Land.
 a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer

- needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
- b. Disposition of such land under (a) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
- 21. Relocation and Real Property Acquisition. (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subparts D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

FEDERAL AVIATION ADMINISTRATION WASHINGTON, D.C. 20590

GRANT AGREEMENT

Part I - Offer

Date of Offer: SEP 3 0 1997

Los Angeles International Airport/Planning Area

and the second of the second of

Project No. 3-06-0139-NM

Contract No. DTFA08-97-C-21095

TO:

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

FROM:

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

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

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

Acquire land for noise compatibility (Parcels 4032-007-032, 4032-008-036, and 4032-008-012), including relocation assistance and removal of improvements.

all as more particularly described in the Project Application.

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

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

Conditions

The maximum obligation of the United States payable under this offer shall be \$3,000,000.00. For the purpose of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

> \$0 for planning \$3,000,000.00 for airport development or noise program implementation

- 2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
- 3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of the allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 4. The Sponsor shall carry out and complete the project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
- 5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 30, 1997, or such subsequent date as may be prescribed in writing by the FAA.
- 7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgement, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the

Federal share or to any settlement, litigation, negoti on, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

- 8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
- 9. It is agreed that all program income produced from real property purchased in part with Federal funds in this Grant received during the Grant period shall be deducted from the total cost of the project for determining the net costs on which the maximum United States' obligation will be based. Sponsor's fiscal and accounting records shall clearly identify actual sources and uses of these funds.
- 10. It is understood and agreed by and between the parties hereto that the Sponsor will acquire a fee title or such lesser property interest as may be found satisfactory to the FAA to Parcels as described in the Project Application and as shown on the property map attached hereto and identified as Exhibit "B-1" and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property map attached hereto until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interests as may be found satisfactory to the FAA in and to said parcels (or any portion thereof for which grant payment is sought) subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk of interference with the use and operation of the airport.
- 11. It is agreed that land in this project purchased for noise compatibility purposes may be subject to disposal at the earliest practicable time. After Grant Agreement, the FAA may designate such land which must be sold by the Sponsor. The Sponsor will use its best efforts to dispose of such land subject to retention or reservation of any interest or right therein necessary to insure that such land is used only for purposes which are compatible with the noise levels of operation of the airport. The proceed of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a Basis proportioned to the United States share of the cost of acquisition of such land, or shall be reinvested in an approved project, pursuant to such instruction as the FAA will issue.
- 12. It is understood and agreed by and between the parties hereto that the Sponsor shall grant an avigation easement on land as shown on the property map, Exhibit "B-1" to the city of Los Angeles, Los Angeles World Airports, California, prior to any disposal or resale of said land.
- 13. The FAA shall make payment to the Sponsor by a Letter of Credit between the Treasury, through a Federal Reserve bank, and the Sponsor's Commercial Bank. The Sponsor agrees to request cash drawdowns on the authorized Letter of Credit only when needed for its disbursements to carry out the purposes of this program. The Sponsor further agrees to timely reporting of such drawdown and disbursements as required. It is understood that failure to adhere to this provision may cause the Letter of Credit to be revoked by the FAA. In the event of revocation, payment will be made on a reimbursement basis by Treasury check for costs incurred.
- 14. The attached new Part V Assurances (5-97), incorporated hereto are hereby substituted in lieu of those in the sponsor's Project Application and made part hereof.

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
WESTERN-PACIFIC REGION

v: \ \ D

n 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.

day of September, 1997.

Executed this 30 15

City of Inglewood
Name of Sponsor

By Walled Art

Sponsor's Designated Official
Representative

Title: MAYOR

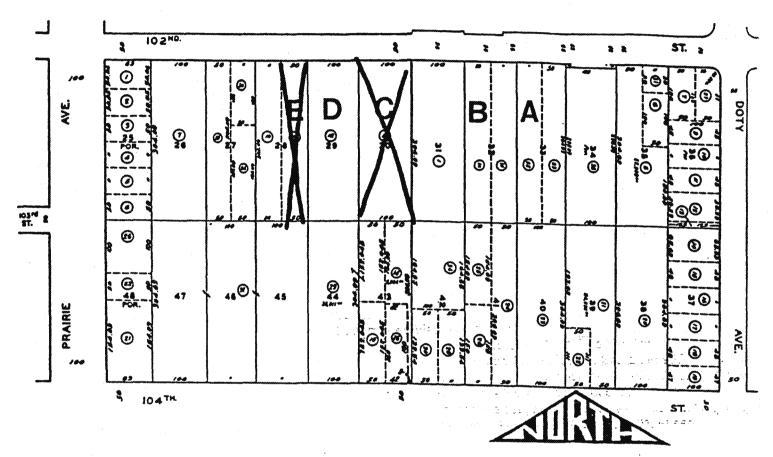
Title:

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at Inglewood, CA this	1st day of October , 1997
Howard Kisten	-Housed Rosky
	Signature of Sponsor's Attorney



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

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

C - 3900 West 102nd Street 4032-008-013 RICIP IV, Site 25 D - 3910 West 102nd Street 4032-008-012 INCIP IC, Site 24

E - 3020 West 102pd Street 4032-008-371 INCIP IV, Site 23

ASSURANCES Nonairport Sponsors Undertaking Noise Compatibility Program Projects

A. General.

- 1. These assurances shall be complied with in the performance of grant agreements for noise compatibility projects undertaken by sponsors who are not proprietors of the airport which is the subject of the noise compatibility program.
- These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. Sponsors are units of local government in the areas around the airport which is the subject of the noise compatibility program.
- 3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.
- B. Duration. The terms, conditions, and assurances, of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired or throughout the useful life of the items installed under the project, but in any event not to exceed twenty (20) years from the date of the acceptance of a grant offer of Federal funds for the project. However, there shall be no time limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.
- C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:
 - 1. General Federal Requirements. It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this project including but not limited to the following:
 - Federal Legislation.
 - a. Title 49, U.S.C., subtitle VII, as amended.
 - b. Davis-Bacon Act 40 U.S.C. 276(a). et seq.
 - c. Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.
 - d. Hatch Act 5 U.S.C. 1501, et seq.
 - e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 42 U.S.C. 4601, et seq.
 - f. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
 - g. Archeological and Historic Preservation Act of 1974 469 through 469c.
 - h. Native American Grave Repatriation Act 25 U.S.C. Section 3001, et seq.
 - i. Clean Air Act, P.L. 90-148, as amended.
 - j. Coastal Zone Management Act, P.L. 93-205, as amended.
 - k. Flood Disaster Protection Act of 1973 Section 102(a) -42 U.S.C. 4012a.
 - I. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
 - m. Rehabilitation Act of 1973 29 U.S.C. 794.
 - n. Civil Rights Act of 1964 Title VI 42 U.S.C. 2000d through d-4.
 - Age Discrimination Act of 1975 42 U.S.C. 6101, et seq.
 - p. American Indian Religious Freedom Act, P.L. 95-341,
 - q Architectural Barriers Act of 1968 U.S.C. 4151, et seq.
 - r. Powerplant and Industrial Fuel Use Act of 1978 Section 403 42 U.S.C. 8373.
 - s. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et seq.
 - t Copeland Antikickback Act -18 U.S.C. 874.



- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity

Executive Order 11990 - Protection of Wetlands

Executive Order 11998 - FloodPlain Management

Executive Order 12372 - Intergovernmental Review of Federal Programs.

Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction

Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 Airport noise compatibility planning.
- d. 29 CFR Part 1 Procedures for predetermination of wage rates.
- e. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- f. 29 CFR Part 5 Labor standards provisions applicable to contracts covering federally financed and assisted construction.
- g. 41 CFR Part 60 Office of Federal contract compliance programs, equal employment opportunity, Department of Labor (Federal and federally-assisted contracting requirements).
- h. 49 CFR Part 18 Uniform administrative requirements for grants and cooperative agreements to state and local governments.
- i. 49 CFR Part 20 New restrictions on lobbying.
- 49 CFR Part 21 Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI to the Civil Rights Act of 1964.
- k. 49 CFR Part 23 Participation of minority business enterprise in Department of Transportation programs.
- I. 49 CFR Part 24 Uniform relocation assistance and real property a rest attached acquisition regulation for Federal and federally assisted programs.
- m. 49 CFR Part 27 Non-Discrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance.
- n. 49 CFR Part 29 Governmentwide debarment and suspension (non-procurement) and governmentwide requirements for drug-free workplace (grants).
- 49 CFR Part 30 Denial of public work contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 41 Seismic safety of Federal and federally assisted or regulated new building construction.

Office of Management and Budget Circulars

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

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

- 2. Responsibility and Authority of the Sponsor. It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- 3. Sponsor Fund Availability.
 - a. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.
 - b. It has sufficient funds available to ensure operation and maintenance of items funded under the grant agreement which it will own or control.
- 4. Good Title. For projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.
- 5. Preserving Rights and Powers.
 - It will not enter into any transaction, or take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
 - b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property, for which it holds good title and upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement, without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and making binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.
 - c. For all noise compatibility projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that governmental unit. Except as otherwise specified by the Secretary, that agreement shall obligate that governmental unit to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility project. That agreement and changes thereto must be approved in advance by the Secretary.
 - d. For noise compatibility projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary.
 - 6. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are

authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise compatibility projects to be carried out on property which is not owned by the sponsor and which is under the land use control or authority of a public agency other than the sponsor, the sponsor shall obtain from each agency a written declaration that such an agency supports the project and the project is reasonably consistent with the agency's plans regarding the property.

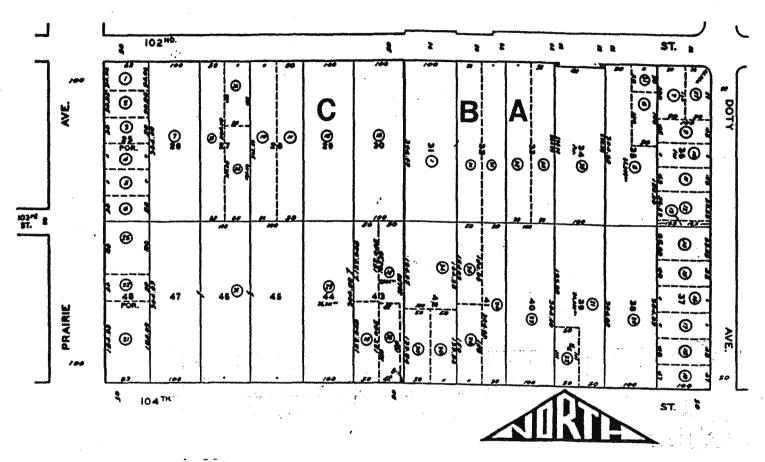
- 7. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.
- 8. Accounting System, Audit, and Recordkeeping Requirements.
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records should be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General no later than six (6) months following the close of the fiscal year for which the audit was conducted.
- 9. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
- 10. Veteran's Preference. It shall include, in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in administrative, executive, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 47117 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
- 11. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.
- 12. Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the

Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

- 13. Operation and Maintenance. It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.
- 14. Hazard Prevention. It will protect such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) by preventing the establishment or creation of future airport hazards on property owned or controlled by it or over which it has land use jurisdiction.
- 15. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, it will not cause or permit any change in land use, within its jurisdiction that will reduce the compatibility, with respect to the airport, of the noise compatibility measures upon which Federal funds have been expended.
- 16. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. It will also make records and documents relating to the project, and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
- 17. Civil Rights. It will comply with such rules as are promulgated, to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.
- 18. Engineering and Design Services. It will award each contract or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services as negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor.
- Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
 Disposal of Land.
 - For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer

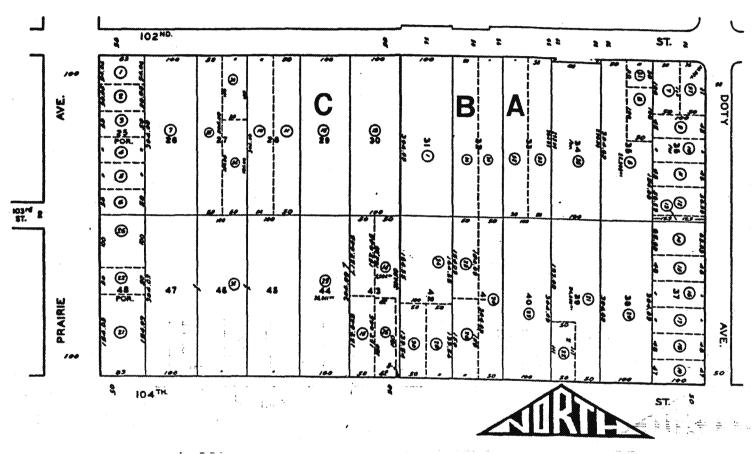
needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.

- b. Disposition of such land under (a) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
- 21. Relocation and Real Property Acquisition. (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subparts D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.



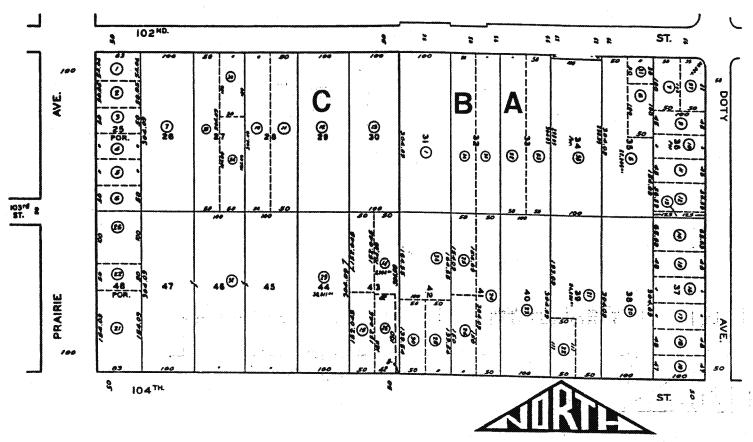
A - 3836 West 102nd Street 4032-007-032 INCIP IV, SITE 28

B - 3844 West 102nd Street 4032-007-036 INCIP IV, SITE 27 C - 3910 West 102nd Street 4032-008-012 INCIP IV, SITE 24



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

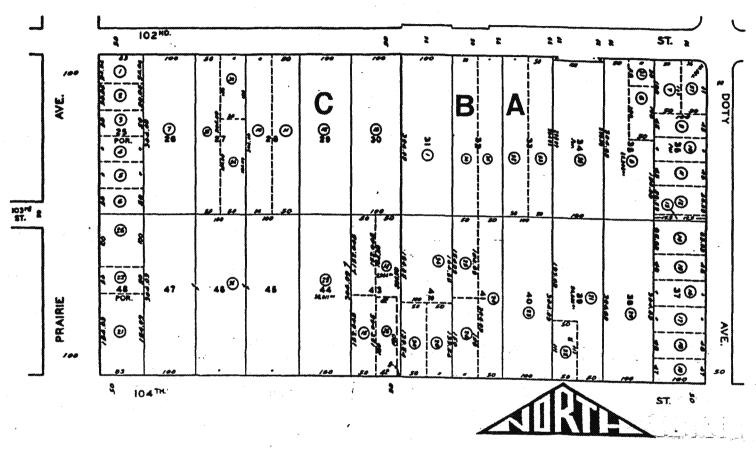
B - 3844 West 102nd Street 4032-007-036 INCIP IV, SITE 27 C - 3910 West 102nd Street 4032-008-012 INCIP IV, SITE 24



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

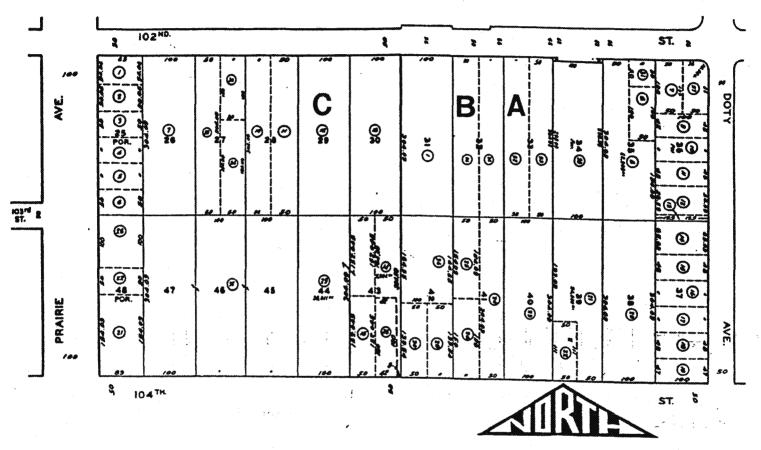
C - 3910 West 102nd Street 4032-008-012 INCIP IC, Site 24

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



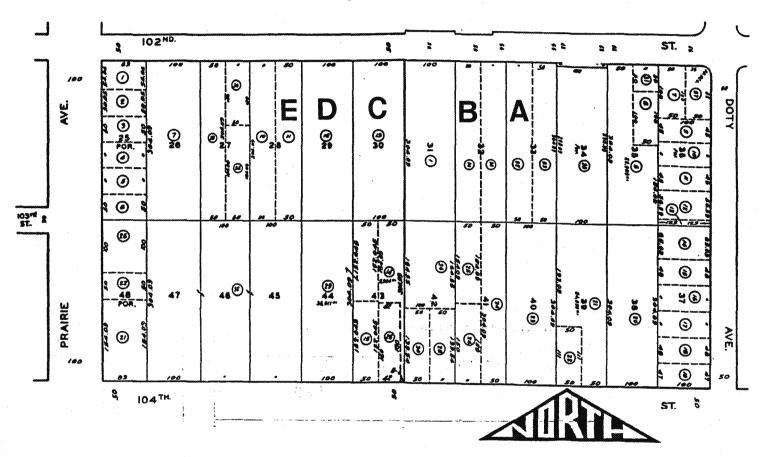
A -3836 West 102nd Street 4032-007-032 INCIP IV, Site 28

B- 3844 West 102nd Street 4032-007-036 INCIP IV, Site 27 C - 3910 West 102nd Street 4032-008-012 INCIP IC, Site 24



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

B- 3844 West 102nd Street 4032-007-036 INCIP IV, Site 27 C - 3910 West 102nd Street 4032-008-012 INCIP IC, Site 24



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

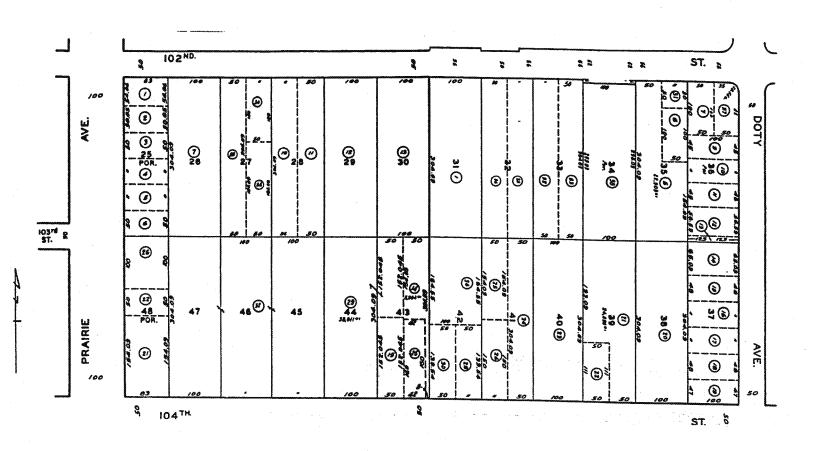
1

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

C - 3900 West 102nd Street 4032-008-013 INCIP IV, Site 25 **D** - 3910 West 102nd Street 4032-008-012 INCIP IC, Site 24

E - 3920 West 102nd Street 4032-008-011 INCIP IV, Site 23

DOTY . AVE. 0 0 S. 38 🕫 56 304.09 []8.0] 62 (I) 34 (9) Arr. 7// 22) 62 56 99 40 😉 **92**) 56 **(B)** 754.05 25 (54.09 764.55 3 3 50 **(46)** 150 139.54 **29** 31 🕜 56 99 139.5 05 **®** - (8) 4 g (3)% **©**, (3) 3 (3) 3 (P)% 102 ND. (3) \$ (5) © **₹ © ©** (2) **(3)** 001 PRAIRIE .3VA 103rd s



FAA Grant No. AIP 3-06-0139-NM

Unit Cost Breakdown

Apartments

Acquisition:

\$25,000/Unit

Relocation:

\$22,000/Unit

Demolition:

\$2500/Unit.

Duplexes/Triplexes

Acquisition:

\$76,600/Unit

Relocation:

\$22,000/Unit

Demolition:

\$2500/Bldg.

Total Units:

70

Total Buildings:

8

LAND RECYCLING COST BREAKDOWN

ITEMS O	F WORK	TOTAL .		
ADDRESS, APN	DESCRIPTION	ESTIMATED	FAA	MATCHING
& INCIP NO.		COSTS	FUNDS	FUNDS
3836 W. 102nd St	ACQUISITION	\$550,000	\$440,000	\$110,000
4032-007-032	RELOCATION	\$506,000	\$404,800	\$101,200
INCIP IV, Site 28	DEMOLITION	\$55,000	\$44,000	\$11,000
22 units	SUBTOTAL	\$1,111,000	\$888,800	\$222,200
3844 W. 102nd St.	ACQUISITION	\$459,600	\$367,680	\$91,920
4032-007-036	RELOCATION	\$88,000	\$70,400	\$17,600
INCIP IV, Site 27	DEMOLITION	\$12,500	\$10,000	\$2,500
4 units	SUBTOTAL	\$560,100	\$448,080	\$112,020
3910 W. 102nd St.	ACQUISITION	\$1,050,000	\$840,000	\$210,000
4032-008-012	RELOCATION	\$924,000	\$739,200	\$184,800
INCIP IV, Site 24	DEMOLITION	\$105,000	\$84,000	\$21,000
42 Unito	SUBTOTAL	\$2,079,000	\$1,663,200	\$415,800
	TOTAL ACQUISITION	\$1,009,600	\$807,680	\$201,920
	TOTAL RELOCATION	\$594,000	\$475,200	\$118,800
	TOTAL DEMOLITION	\$67,500	\$54,000	\$13,500
	TOTAL	\$3,750,000	\$3,000,000	\$750,000



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



FAX (310) 412-5188

The Inglewood Redevelopment Agency (310) 412-5290

FILE COPY

August 26, 1997

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

Dear Mr. Cabalbag:

As promised, I have enclosed a revised cost breakdown sheet and map for Grant NM, which was reduced from \$4 million to \$3 million dollars. As a result of the change in the grant amount, the Agency will recycle three parcels instead of five parcel as originally planned. In addition, I have also enclosed cost breakdown sheets and a map for the \$7.5 million dollar grant targeted for the Century Center Project. The grant monies will be applied to recycling 20 parcels in the targeted area to a commercial use. Please call me if you have any questions.

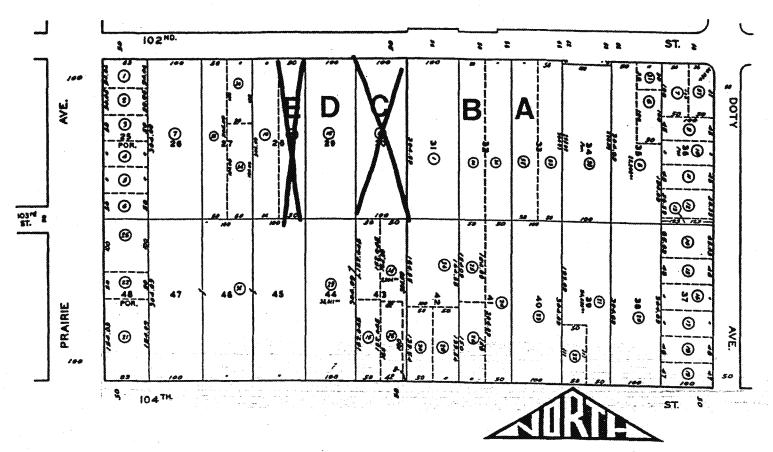
Yours truly,

David Lamdagan

Development Specialist

FILE COPY

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



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

(

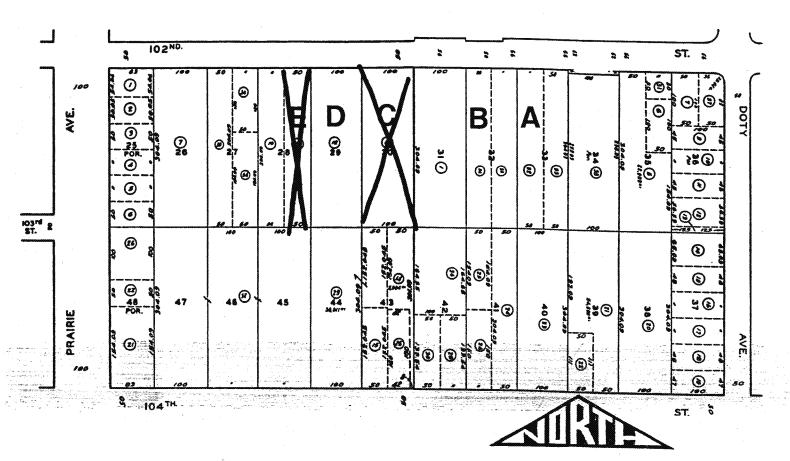
B- 3844 West 102nd Street 4032-007-036 INCIP IV, Site 27

C - 3900 West 102nd Street 4032-098-013 PVCIP IV, Site 25 **D** - 3910 West 102nd Street 4032-008-012 INCIP IC, Site 24

E - 3020 West 102nd Street 4032-008-311 INCIP IV, Site 23

LAND RECYCLING COST BREAKDOWN

ITEMS O	WORK 全	TOTAL		
ADDRESS, APN,	DESCRIPTION	ESTIMATED	7.5	MATCHING
& INCIP NO.		COSTS 2	EUNDS	* FUNDS
3836 W. 102nd St	ACQUISITION	\$550,000	\$440,000	\$110,000
4032-007-032	RELOCATION	\$506,000	\$404,800	\$101,200
INCIP IV, Site 28	DEMOLITION	\$55,000	\$44,000	\$11,000
	SUBTOTAL	\$1,111,000	\$888,800	\$222,200
3844 W. 102nd St.	ACQUISITION	500 \$459,6 00	\$367,680	\$91,920
4032-007-036	RELOCATION	\$88,000	\$70,400	\$17,600
INCIP IV, Site 27	DEMOLITION	\$12,500	\$10,000	\$2,500
	SUBTOTAL	\$560,100	\$448,080	\$112,020
3910 W. 102nd St.	ACQUISITION	\$1,050,000	\$840,000	\$210,000
4032-008-012	RELOCATION	\$924,000	\$739,200	\$184,800
INCIP IV, Site 24	DEMOLITION	/\$105,000	\$84,000	\$21,000
	SUBTOTAL	\$2,079,000	\$1,663,200	\$415,800
	TOTAL ACQUISITION	/\$1,009,600	\$807,680	\$201,920
	TOTAL RELOCATION	/ \$594,000	\$475,200	\$118,800
•	TOTAL DEMOLITION	/ \$67,500	\$54,000	\$13,500
	TOTAL	\$3,750,000	\$3,000,000	\$750,000



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

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

C - 3900 West 102nd Street 4032-008-013 PNCIP IV, Site 25 **D** - 3910 West 102nd Street 4032-008-012 INCIP IC, Site 24

(

E - 3920 West 102p 1 Street 4032-008 371 INCIP IV, Site 23

RESOLUTION NO.

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

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

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

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

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

WHEREAS, the regional office of the Federal Aviation Administration has given approval to these applications and has invited the City of Inglewood to execute nine grant agreements totaling \$26,616,000.

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

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

[12\94FAARS]

31 |

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION A INISTRATION NOTICE OF PREAPPLICATION REVIEW ACTION

From	: Supervisor, Standards Section, A			International Airport
	(Department, bureau or establishmen	t)	City of Ingl	ewood
Го:	Jesse Lewis		Reference Y	our Preapplication
	Redevelopment Director			••
	Inglewood Redevelopment Agency		Number PF	A 85-2, 87-1, 89-1, 92-1.
	1 Manchester Blvd.			
	Inglewood, CA 90301-1750		Dated:	***************************************
1.	We have reviewed your preapplication have determined that your proposal		under the 1997 Airport Impro	vement Program and
			vith similar applications from o	0
			irther consideration at this time	€.
	not eligible for funding b	y this agency.		
2.	Therefore, we suggest that you:			
۷.	X file a formal application	with us by (data) to be deter	mined at a later date	
		(Suggested Fede		
	find other means of fund		im agonoy).	
		and min broleen		
3.	Based upon the funds available for to pending, we anticipate that funds for			
4.	You requested \$			1
	X are as	•		ication.
	will r	TILL AL		
5.	A preapplication		i jiran ja negari dali ki de evi ti an Olimpi ja dali dali dali ki de evi ti an	e held at
6.	Enclosures:	14() L)	
7.	Other Remarks	y will co	- AND CT	
	_ • #	a mille C	DIGINO	
	a. We will proc	4 00100	11 1016	per the
	FAR Part 150]	ic if	WOAINO	or acquisition by
	November 30,	0.5 "	- 1	
		AHE	AD!	
	b. Please upda	Art		d until your
	DBE Plan is a _l			
	c. Please note that approximately \$ programmed under AIP 3-06-0139-			•
	d. If you have any questions, please	e contact Ruhen Cahalhag at	Tel (310) 725-3630 or Fax (3	10) 536-8601
	a. If you have any questions, prome	o volimor i tuovii outonong ui	1010) 100 000 01 1 111 (0	,
		,		
	NO PHPI			
_	ature John Mer	Title	Date	40.4004
*****	nn P. Milligan	Supervisor		r 12, 1996
	anizational Unit	Administrative Office	Telephone	· .
Sta	indards Section	AWP-621	(310) 725	-3021
A 1414	7000			

FAA Form 5100-31 (6-73)

Los Angeles, California 90009

P.O. Box 92007, Worldway Postal Center



ONE MANCHESTER BOULEVARD / INGLEWOOD. CALIFORNIA 90301-1750 FAX (310) 412-5188



The Inglewood Redevelopment Agency (310) 412-5290

November 27, 1996

FILE COPY

Ruben Cabalbag Federal Aviation Administration P.O. Box 92007, WWPC Los Angeles, California 90009

Dear Mr. Cabalbag:

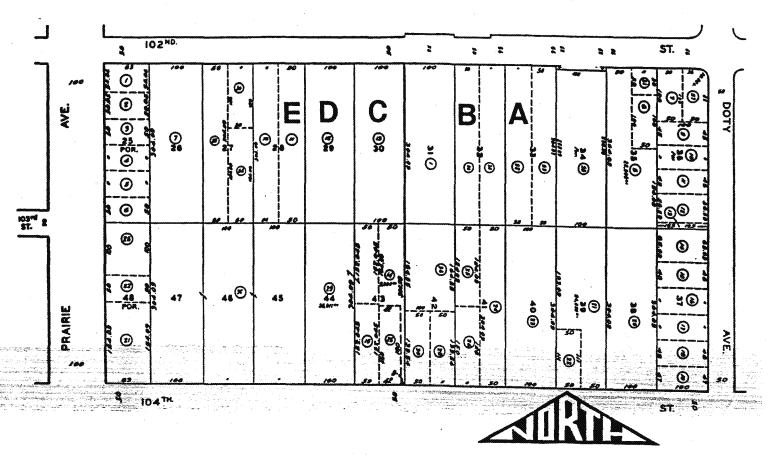
The City of Inglewood is pleased to continue its participation in the Airport Improvement Program for the 1996-1997 fiscal year. I have enclosed a map and a table of land recycling costs for properties the City of Inglewood intends to acquire with the grant. If you have any questions, please contact Dan Akins or David Lamdagan at (310) 412-5290. We look forward to continuing our long and productive relationship with the Federal Aviation Administration.

Sincerely,

Jesse Lewis

Redevelopment Director

attachments



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

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

C - 3900 West 102nd Street 4032-008-013 INCIP IV, Site 25 D - 3910 West 102nd Street 4032-008-012 INCIP IC, Site 24

E - 3920 West 102nd Street 4032-008-011 INCIP IV, Site 23

LAND RECYCLING COST BREAKDOWN

FEET SEE STUEMS O	Work	NOME AND		
ADDRESS APNIM	DESCRIPTION	ESTIMATED	9. 00	MARCHINE
& INCIPING.	en e	COSTS	FUNES	FUNDS 3
3836 W. 102nd St	ACQUISITION	\$594,000	\$475,200	\$118,800
4032-007-032	RELOCATION	\$529,000	\$423,200	\$105,800
INCIP IV, Site 28	DEMOLITION	\$5,143	\$4,114	\$1,029
·	SUBTOTAL	\$1,128,143	\$902,514	\$225,629
3844 W. 102nd St.	ACQUISITION	\$480,000	\$384,000	\$96,000
4032-007-036	RELOCATION	\$92,000	\$73,600	\$18,400
INCIP IV, Site 27	DEMOLITION	\$25,715	\$20,572	\$5,143
	SUBTOTAL	\$597,715	\$478,172	\$119,543
3900 W. 102nd St.	ACQUISITION	\$480,000	\$384,000	\$96,000
4032-008-013	RELOCATION	\$138,000	\$110,400	\$27,600
INCIP V, Site 25	DEMOLITION	\$20,572	\$16,458	\$4,114
	SUBTOTAL	\$638,572	\$ 510,858	\$127,714
3910 W. 102nd St.	ACQUISITION	\$1,134,000	\$907,200	\$226,800
4032-008-012	RELOCATION	\$966,000	\$772,800	\$193,200
INCIP IV, Site 24	DEMOLITION	\$5,143	\$4,114	\$1,029
	SUBTOTAL	\$2,105,143	\$1,684,114	\$421,029
3920 W. 102nd St.	ACQUISITION	\$400,000	\$320,000	\$80,000
4032-008-11	RELOCATION	\$115,000	\$92,000	\$23,000
INCIP IV, Site 23	DEMOLITION	\$15,429	\$12,343	\$3,086
	SUBTOTAL	\$530,429	\$424,343	\$106,086
•	TOTAL ACQUISITION	· · ·	\$1,243,200	\$310,800
	TOTAL RELOCATION	\$759,000	\$607,200	\$151,800
	TOTAL DEMOLITION		\$41,144	\$10,286
	TOTAL	\$5,000,000	\$4,000,000	\$1,000,000

FAA Grant No. AIP 3-06-0139-NM

Unit Cost Breakdown

Apartments

Acquisition:

\$27,000/Unit \$23,000/Unit

Relocation: Demolition:

\$5143/Bldg.

Duplexes/Triplexes

Acquisition:

\$80,000/Unit

Relocation:

\$23,000/Unit

Demolition:

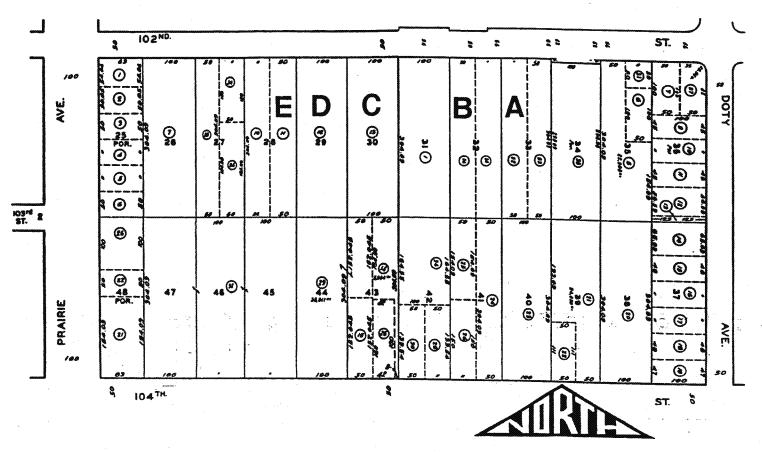
\$5143/Bldg.

Total Units:

81

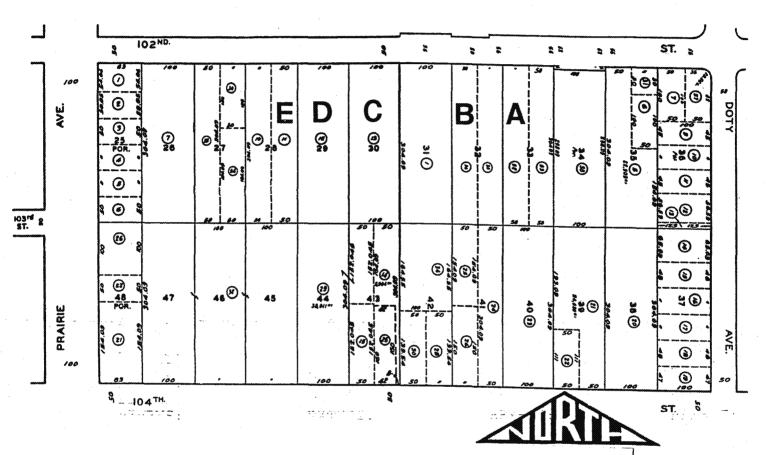
Total Buildings:

14



- A -3836 West 102nd Street 4032-007-032 INCIP IV, Site 28
- B- 3844 West 102nd Street 4032-007-036 INCIP IV, Site 27
- C 3900 West 102nd Street 4032-008-013 INCIP IV, Site 25

- **D** 3910 West 102nd Street 4032-008-012 INCIP IC, Site 24
- E 3920 West 102nd Street 4032-008-011 INCIP IV, Site 23



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

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

C - 3900 West 102nd Street 4032-008-013 INCIP IV, Site 25 **D** - 3910 West 102nd Street 4032-008-012 INCIP IC, Site 24

0

E - 3920 West 102nd Street 4032-008-011 INCIP IV, Site 23

```
úzhfőKK\nrÿ^â bcLOS ANGELES Copyright (c) 1996 Dataquick Inform
 APN : 4032-008-012 USE : 5 OR MORE UNIT/POOL/4 STRY OR L
OWNRS : PARTRIDGE, WILLIAM E & AUDREY Y PHONE :
SITE : 3910 W 102ND ST*INGLEWOOD CA 90303 CENSUS: 6019.002
MAIL : 340 S RENO ST 102*LOS ANGELES CA 90057 ZONE : INM1L*
PG-GRD: (old) 57-B3 (new) 703-E5 T/B/L : 29//29
LEGAL :
LAST TRANS W/O $:

PREVDT:

PREVAM: UNAVAIL

PREVAM: UNAV
APN: 4032-008-011 USE: 5 OR MORE UNITS/4 STRY OR LESS
OWNRS: NELSON, ALBERT PHONE: (805)966-753
                                                                                                                                                                  PHONE: (805)966-7539
SITE : 3920 W 102ND ST*INGLEWOOD CA 90303 CENSUS: 6019.002
MAIL : 253 26TH ST 258*SANTA MONICA CA 90402 ZONE : INM1L*
PG-GRD: (old) 57-B3 (new) 703-E5 T/B/L : 50//28
 LEGAL : LOCKHAVEN TRACT E 50 FT OF LOT 28
YRBLT: 1948 LOTSZ: 15202
#UNITS: 5 USABLE: 15202 #STORY: FIREPL: HTCOOL:
SQR/FT: 3972 DIMENS: STRUCT: #GARSP:
ROOMS: POOL: ROOF: GARTYP:
BEDRMS: FOUNDN: VIEW: ADDTNS:
BTHRMS: EXTERI: REMHOU: REMKIT:
 APN : 4032-001-046 USE : 5 OR MORE UNIT/POOL/4 STRY OR L
 OWNRS : SORENSON, ALMA G & CECILY TRS

SITE : 3921 W 102ND ST*INGLEWOOD CA

MAIL : 17141 LULL ST*RESEDA CA

PG-GRD: (old) 57-B3 (new) 703-E5

PHONE : (209)542-0511

PG-UNG : (209)542-0511

PHONE : (209)542-0511

T/B/L :
SALEAM: UNAVAIL
                                                                                                                                                                                        LENDER:
                                                                                                                                                                                         1STLN :
                                                                                                                                                                                          +ADDL :
                                                                                                                                                                                            PREVAM: UNAVAIL
 YRBLT: 1963 LOTSZ:
#UNITS: 30 USABLE: #STORY: FIREPL: HTCOOL:
SQR/FT: 20857 DIMENS: STRUCT: #GARSP:
ROOMS: POOL: Y ROOF: GARTYP:
BEDRMS: 38 FOUNDN: VIEW: ADDTNS:
BTHRMS: 38.0 EXTERI: REMHOU: REMKIT:
```

úzhfðKK\nrÿ^â bcLOS ANGELES Copyright) 1996 Dataquick Inform APN : 4032-008-010 USE : 5 OR MORE UNITS/4 STRY OR LESS OWNRS : DUNN, GERALD D PHONE : SITE : 3926 W 102ND ST*INGLEWOOD CA 90303 CENSUS: 6019.002
MAIL : 500 W 64TH PL*INGLEWOOD CA 90302 ZONE : INM1L*
PG-GRD: (old) 57-B3 (new) 703-E5 T/B/L : 50//28 LEGAL : LOCKHAVEN TRACT W 50 FT OF LOT 28 OWNSHP:
LAST TRANS W/O \$:

PREVDT:
PREVAM:

YRBLT: 1963
LOTSZ: 15202
#UNITS: 14
USABLE: 15202
#STORY: FIREPL: HTCOOL:
SQR/FT: 10552
DIMENS:
ROOMS:
POOL:
BEDRMS: 23
FOUNDN:
VIEW:
ADDTNS:
BTHRMS: 14.0
EXTERI:
REMHOU:
REMKIT: APN : 4032-008-030 USE : SINGLE FAMILY RESIDENCE PHONE : (310)673-7063 OWNRS : FLEET MORTGAGE CORP SITE : 3930 W 102ND ST*INGLEWOOD CA 90303 CENSUS: 6019.002

MAIL : 11200 PARKLAND AVE*MILWAUKEE WI 53224 ZONE : INM1L*

PG-GRD: (old) 57-B3 (new) 703-E5 T/B/L : 50//27

LEGAL : LOCKHAVEN TRACT E 50 FT OF N 120 FT OF LOT 27 APN : 4032-008-033 USE : SINGLE FAMILY RESIDENCE APN : 4032-008-033

OWNRS : PRECIADO, CELESTINO & IRIS E

SITE : 3936 W 102ND ST*INGLEWOOD CA

MAIL : 3936 W 102ND ST*INGLEWOOD CA

PG-GRD: (old) 57-B3 (new) 703-E5

PHONE : (310)673-4914

PHONE : (310)673-4914 LEGAL: LOCKHAVEN TR W 50 FT OF LOT 27 LAST TRANS W/O \$: PREVAM: UNAVAIL
YRBLT: 1922 LOTSZ: 15200
#UNITS: 1 USABLE: 15200 #STORY: 1 FIREPL: HTCOOL: HEATING
SQR/FT: 764 DIMENS: 50x304 STRUCT: #GARSP: 1
ROOMS: 5 POOL: ROOF: ROLL COMPO GARTYP:
BEDRMS: 1 FOUNDN: RAISED VIEW: ADDTNS:
BTHRMS: 1.0 EXTERI: SIDING REMHOU: REMKIT:

^{***} DETAIL FINISHED *** 6 RECORDS PRINTED

úzhfőKK\nrÿ^â bcLOS ANGELES 27 Copyright) 1996 Dataquick Inform APN : 4032-007-036-514 USE : FOUR UNITS/4 STORIES OR LESS OWNRS : FEDERAL HOME LOAN MORTGAGE CORP

SITE : 3844 W 102ND ST*INGLEWOOD CA

MAIL : 740 NW 107TH AVE 404*MIAMI FL

PG-GRD: (old) 57-B3 (new) 703-E5

PHONE :
PHONE :
PHONE :
33172

ZONE : INM1L*
T/B/L : 50//32 LEGAL : LOCKHAVEN TRACT W 50 FT OF LOT 32 APN : 4032-007-001 USE : 5 OR MORE UNIT/POOL/4 STRY OR L APN : 4032-007-001
OWNRS : SIMJEE, CASSIM/VAHED, SAL
SITE : 3850 W 102ND ST*INGLEWOOD CA 90303 CENSUS: 6019.002
MAIL : 23661 MEADCLIFF PL*DIAMOND BAR CA 91765 ZONE : INM1L*
T/B/L : 31// LEGAL : LEGAL : ASSD : \$135,000 TXAREA: 4564 SALEDT: 01/19/96 SALEAM: UNAVAIL LAND : \$95,013 TAXAMT: \$3,094.78 DOC# : 102983 LENDER: \$IMPRV: 29% TXSTAT: CURRENT TITLE : CONTINENTA 1STLN : OWNSHP: EXEMPT: \$/SQFT: +ADDL : DREVENT 11/21/24 PROPERTY TITLE : CONTINENTA 1STLN : \$/SQFT: +ADDL : DREVENT 11/21/24 PROPERTY TITLE : CONTINENTA 1STLN : \$/SQFT: +ADDL : DREVENT 11/21/24 PROPERTY TITLE : CONTINENTA 1STLN : \$/SQFT: +ADDL : DREVENT 11/21/24 PROPERTY TITLE : CONTINENTA 1STLN : \$/SQFT: +ADDL : CONTINENTA 1STLN : CONTINEN LAST TRANS W/O \$:

PREVDT: 11/21/94 PREVAM:

YRBLT: 1955 LOTSZ: 30405

#UNITS: 6 USABLE: 30405 #STORY: FIREPL: HTCOOL:

SQR/FT: 4690 DIMENS: STRUCT: #GARSP:

ROOMS: POOL: ROOF: GARTYP:

BEDRMS: FOUNDN: VIEW: ADDTNS:

BTHRMS: EXTERI: REMHOU: REMKIT: PREVDT: 11/21/94 PREVAM: \$122,505

^{***} DETAIL FINISHED ***
6 RECORDS PRINTED

```
úzhfőKK\nrÿ^â bcLOS ANGELES 41 6 (Copyright ) 1996 Dataquick Inform APN : 4032-007-032 - NOTE USE : 5 OR MORE UNITS/4 STRY OR LESS
OWNRS : BRADLEY, ROBERT C & DIANE M TRS PHONE :
SITE : 3836 W 102ND ST*INGLEWOOD CA 90303 CENSUS: 6019.002
MAIL : 23735 SANDHURST LN*HARBOR CITY CA 90710 ZONE : INM1L*
PG-GRD: (old) 57-B3 (new) 703-E5 T/B/L : 50//33
LEGAL : LOCKHAVEN TRACT W 50 FT OF LOT 33
ASSD : $560,000 TXAREA: 4564 SALEDT: 04/29/87 SALEAM: $594,545F-
LAND : $175,000 TAXAMT: $9,885.05 DOC# : 668147 LENDER:
%IMPRV: 68% TXSTAT: CURRENT TITLE : 1STLN :
OWNSHP: EXEMPT: $/SQFT: $42.82 +ADDL :
LAST TRANS W/O $: 02/09/95 #225843 PREVDT: PREVAM: UNAVAIL

      LASI TRANS W/O $: 02/09/95 #225843
      PREVDI:
      PREVAM:

      YRBLT : 1961
      LOTSZ : 15202
      #STORY:
      FIREPL:
      HTCOOL:

      #UNITS: 22
      USABLE: 15202
      #STORY:
      FIREPL:
      HTCOOL:

      SQR/FT: 13884
      DIMENS:
      STRUCT:
      #GARSP:

      ROOMS:
      POOL :
      ROOF :
      GARTYP:

      BEDRMS: 24
      FOUNDN:
      VIEW :
      ADDTNS:

      BTHRMS: 22.0
      EXTERI:
      REMHOU:
      REMKIT:

LEGAL : LOCKHAVEN TRACT E 50 FT OF LOT 32
ASSD: $521,798 TXAREA: 4564 SALEDT: 02/22/89 SALEAM: $95,000F-LAND: $107,334 TAXAMT: $6,934.86 DOC#: 282745 LENDER: SNEGG DANIELL $1MPRV: 79% TXSTAT: DEFAULT 92 TITLE: UNKNOWN 1STLN: $67,500 OWNSHP: EXEMPT: $/SQFT: $9.51 +ADDL: PREVAM: UNAVAIL YRBLT: 1990 LOTSZ: 15202
YRBLT: 1990 LOTSZ: 15202
#UNITS: 1 USABLE: 15202 #STORY: FIREPL: HTCOOL:
SQR/FT: 9982 DIMENS: STRUCT: #GARSP:
ROOMS: POOL: ROOF: GARTYP:
BEDRMS: FOUNDN: VIEW: ADDINS:
BTHRMS: EXTERI: REMHOU: REMKIT:
 APN : 4032-002-915 USE : 5 OR MORE UNITS/4 STRY OR LESS
LEGAL: LOCKHAVEN TRACT W 73 OF LOT 73

ASSD: $43,833 TXAREA: 4595 SALEDT:
LAND: $8,044 TAXAMT: DOC#:
%IMPRV: 81% TXSTAT: CURRENT TITLE:
OWNSHP: EXEMPT: $/SQFT:
TAGE TRANS W/O S: 05/29/92 PREVDT:
                                                                                                                              SALEAM: UNAVATI
                                                                                                                              LENDER:
                                                                                                                              1STLN :
                                                                                                                              +ADDL :
 LAST TRANS W/O $: 05/29/92 PREVDT: PREVAM:
YRBLT: 1963 LOTSZ:
#UNITS: 17 USABLE: #STORY: FIREPL: HTCOOL:
SQR/FT: 10448 DIMENS: STRUCT: #GARSP:
ROOMS: POOL: ROOF: GARTYP:
BEDRMS: 19 FOUNDN: VIEW: ADDTNS:
BTHRMS: 34.0 EXTERI: REMHOU: REMKIT:
                                                                                                                              PREVAM: UNAVAIL
```

FAA Grant No. AIP 3-06-0139-NM

<u>Unit Cost Breakdown</u>

Apartments

Acquisition:

\$25,000/Unit

Relocation:

\$22,000/Unit

Demolition:

\$2500/Unit.

Duplexes/Triplexes

Acquisition:

\$76,600/Unit

Relocation:

\$22,000/Unit

Demolition:

\$2500/Bldg.

Total Units:

70

Total Buildings:

8

LAND RECYCLING COST BREAKDOWN

ITEMS O	F WORK	TOTAL		1.1
ADDRESS, APN,	DESCRIPTION	ESTIMATED	FAA	MATCHING
& INCIP NO.		COSTS	FUNDS	FUNDS
3836 W. 102nd St	ACQUISITION	\$550,000	\$440,000	\$110,000
4032-007-032	RELOCATION	\$506,000	\$404,800	\$101,200
INCIP IV, Site 28	DEMOLITION	\$55,000	\$44,000	\$11,000
, '	SUBTOTAL	\$1,111,000	\$888,800	\$222,200
3844 W. 102nd St.	ACQUISITION	\$459,600	\$367,680	\$91,920
4032-007-036	RELOCATION	\$88,000	\$70,400	\$17,600
INCIP IV, Site 27	DEMOLITION	\$12,500	\$10,000	\$2,500
	SUBTOTAL	\$560,100	\$448,080	\$112,020
3910 W. 102nd St.	ACQUISITION	\$1,050,000	\$840,000	\$210,000
4032-008-012	RELOCATION	\$924,000	\$739,200	\$184,800
INCIP IV, Site 24	DEMOLITION	\$105,000	\$84,000	\$21,000
	SUBTOTAL	\$2,079,000	\$1,663,200	\$415,800
	TOTAL ACQUISITION	\$1,009,600	\$807,680	\$201,920
	TOTAL RELOCATION	\$594,000	\$475,200	\$118,800
	TOTAL DEMOLITION	\$67,500	\$54,000	\$13,500
	TOTAL	\$3,750,000	\$3,000,000	\$750,000