



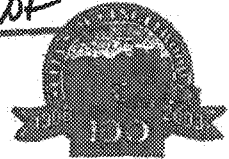
Cherishing Our Past - Embracing Our Future

**CITY OF INGLEWOOD**

One W. Manchester Boulevard Inglewood, CA 90301-1750

Approved for Agenda

*MDA*



inglewood100.com

**OFFICE OF THE CITY ADMINISTRATOR**

March 25, 2008

**TO: MAYOR AND COUNCIL MEMBERS**  
**FROM: COMMUNITY DEVELOPMENT DEPARTMENT**  
**SUBJECT: LETTER OF AGREEMENT – LOS ANGELES WORLD AIRPORTS NOISE MITIGATION GRANT FUNDS**

**RECOMMENDATION**

It is recommended that the Mayor and Council Members approve the attached Letter of Agreement between Los Angeles World Airports (LAWA) and the City of Inglewood (City). This Letter of Agreement will provide grant funds in the amount of \$5,000,000 for the purpose of land recycling after authorization by the Board of Airport Commissioners (BOAC) under the City's Airport Noise Mitigation Program. Subsequent to Council approval of the attached agreement, it will be presented to LAWA's Board of Airport Commissioners (BOAC) for approval and release of funds.

**BACKGROUND**

Since 1984, the City has been awarded approximately \$92,124,035 million by LAWA as a part of the Noise Compatibility Program's Supplemental Funding Policy. Of that amount approximately \$33,124,035 million has been allocated specifically for land recycling. These funds are to supplement funds granted by the Federal Aviation Administration (FAA) for the purpose of implementing land use noise mitigation projects to reduce the adverse impacts of airport noise on the community.

LAWA grant funds are used to provide the required 20% match to the Federal Aviation Administration's Airport Improvement Grant Funds (AIP) through LAWA's supplemental funding policy.

### **DISCUSSION**

The City continues to pursue efforts to mitigate the exposure to high noise levels generated by aircraft operations at Los Angeles World Airports (LAX). In order to proceed with the grant activities a requisite 20% match is required for each FAA grant received. On January 23, 2006, the BOAC authorized the release of RSI-7 grant funds in the amount of \$7,070,000 to the City for the purpose of residential sound insulation. LAWA subsequently released the first of four approved partial payments, in the amount of \$2,070,000. Project activities concluded leaving a remaining balance of \$5,000,000. Subsequently, the funds were requested to be redirected towards the City's land recycling program subject to approval by the BOAC. The redirected LAWA grant funds will be used to match future FAA land recycling grants necessary to implement program activities. In order to receive these grant funds, the City must execute the attached Letter of Agreement setting forth conditions for release of funds.

### **PREVIOUS COUNCIL ACTIONS**

No previous action by the Mayor and Council Members on this matter.

Mayor and Council Members  
March 25, 2008  
Letter of Agreement  
Page 3 of 3

**FISCAL IMPACT**

Acceptance of these funds will increase the Noise Mitigation Program Revenues by \$5,000,000 and provide a match for anticipated FAA grants, thus allowing the City to move forward with the land recycling program.

**LEGAL REVIEW**

This matter has been submitted to the City Attorney's Office for review.

Prepared by:

Jerry Givens, Assistant City Administrator  
Jesse Lewis, Community Development Director  
Barron McCoy, Redevelopment Manager  
Maria Stevens, Development Coordinator

Council Presenter: Maria Stevens

Attachment:

Letter of Agreement

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

LETTER AGREEMENT

PROPERTY ACQUISITION (PA)  
City of Inglewood

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

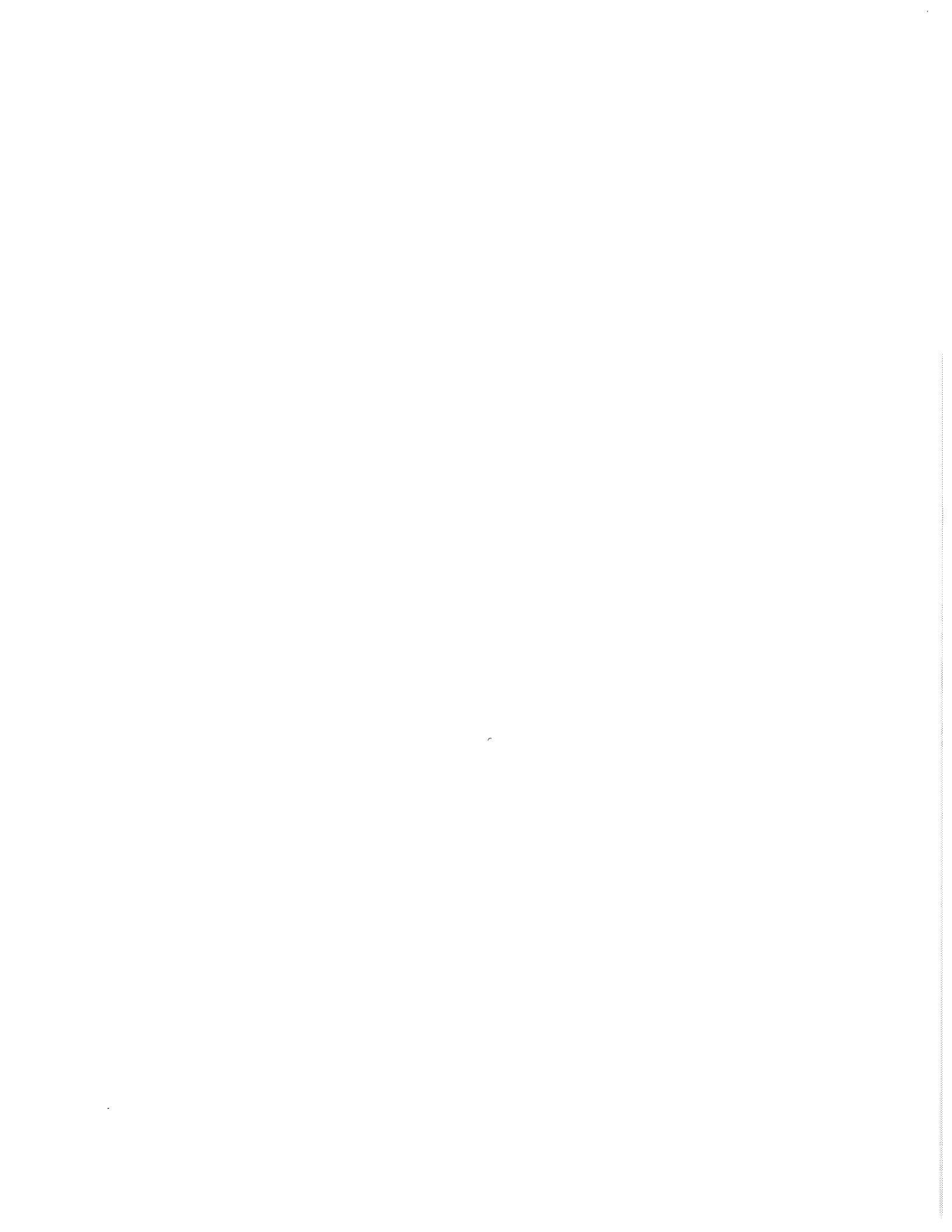
require no editing for transfer of records to LAWA land use database. For the purposes of these projects, the adequacy of submitted land use data is subject to LAWA approval.

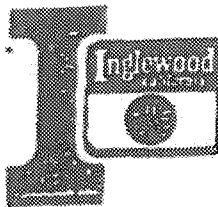
10. In further cooperating with maintenance of a unified system of records, Inglewood will prepare any and all maps included in any document required or submitted pursuant to this Agreement so as to conform to LAWA specified format.
11. In the event the required database, maps or other documents are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



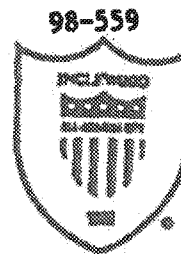
category and sub-category: e.g., for project planning, project evaluation and design, project acquisition and relocation, demolition and site preparation, and project administration. All general administrative overhead expenses will be detailed separately from site-related acquisition/development administrative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

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





**CITY OF INGLEWOOD CALIFORNIA**  
 ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1780  
 FAX (310) 412-2162



**CITY'S ORIGINAL**

June 9, 1998

ING-PA-5

AGREEMENT NO.

RESOLUTION NO. 19891

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

C O P Y

**LETTER AGREEMENT**

**PROPERTY ACQUISITION (PA)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

Dated: July 14, 1998


City of Inglewood

by   
(Signature)

Roosevelt F. Dorn  
(Printed Name)

Mayor  
(Title)

ATTEST:

  
(Signature)

Hermanita V. Harris  
(Printed Name)

City Clerk  
(Title)

by   
(Signature)

Jack Ballas  
(Printed Name)

City Attorney  
(Title)



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

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

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

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

\_\_\_\_\_  
(Grantor(s))

Dated: \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

ATTEST;

\_\_\_\_\_  
(Print Name)

By \_\_\_\_\_  
Secretary (Signature)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

[SEAL]

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF CALIFORNIA            )  
  ) S.S.  
COUNTY OF \_\_\_\_\_        )

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
(Notary Signature)

\_\_\_\_\_  
(Notary Seal)

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

DATED: \_\_\_\_\_, 19\_\_

CITY OF LOS ANGELES

By \_\_\_\_\_  
Executive Director  
Department of Airports

ATTEST:

By \_\_\_\_\_  
Secretary (Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

