

Grant Agreement
Part 1 - Offer

86-183

Reso. No. 8294

Approved: OMB No. 2120-0065

Date of Offer SEP 18 1985

Los Angeles International Airport/Planning Area

Project Number: AIP 3-06-0139-N1

Contract Number: DTFA08-86-C-20305

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

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

Whereas, the sponsor has submitted to the FAA a Project Application dated August 16, 1985 for a grant of Federal funds for a project at or associated with the Los Angeles International Airport/Planning Area which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

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

Acquire land for noise compatibility within Site 1 as shown on Exhibit "A" dated August 16, 1985, to provide for relocation, removal of improvements, and resale (approx. 9 Parcels).

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, herein called the "Act," and the Aviation Safety and Noise Abatement Act of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, The Federal Aviation Administration, for and on behalf of the United States, hereby offers and agrees to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 80.00 percentum or said allowable costs for noise impacted land.

This 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 \$1,616,000.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

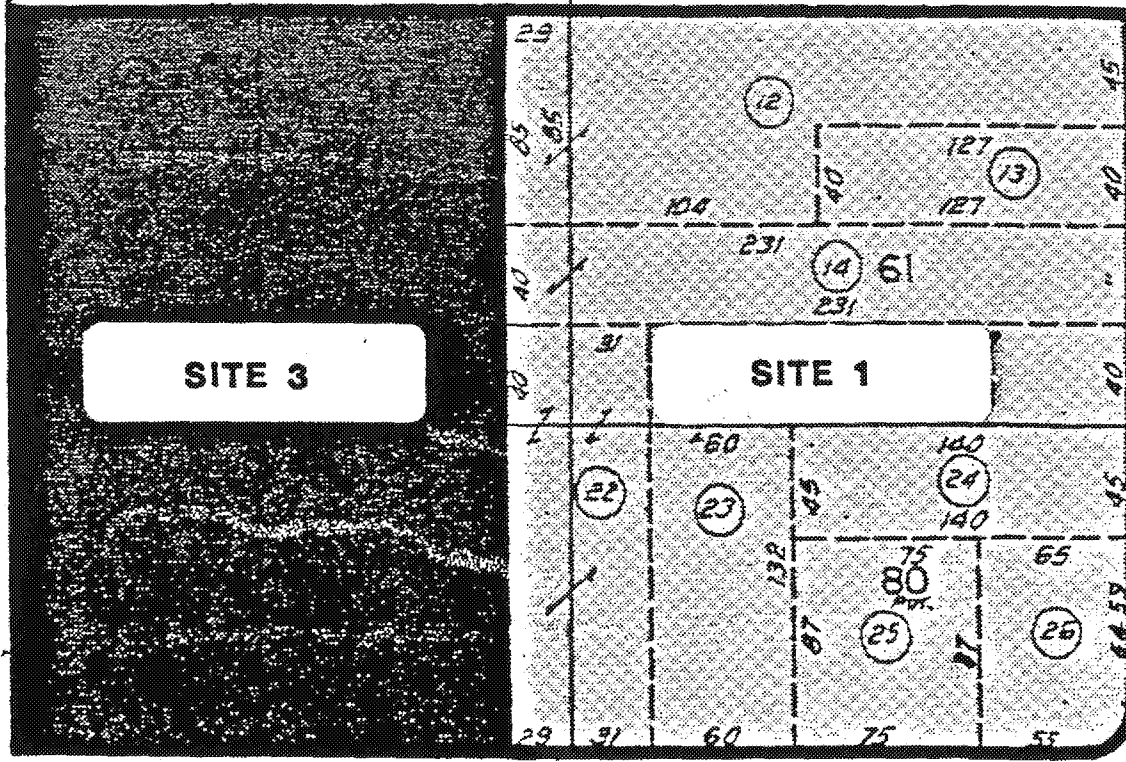
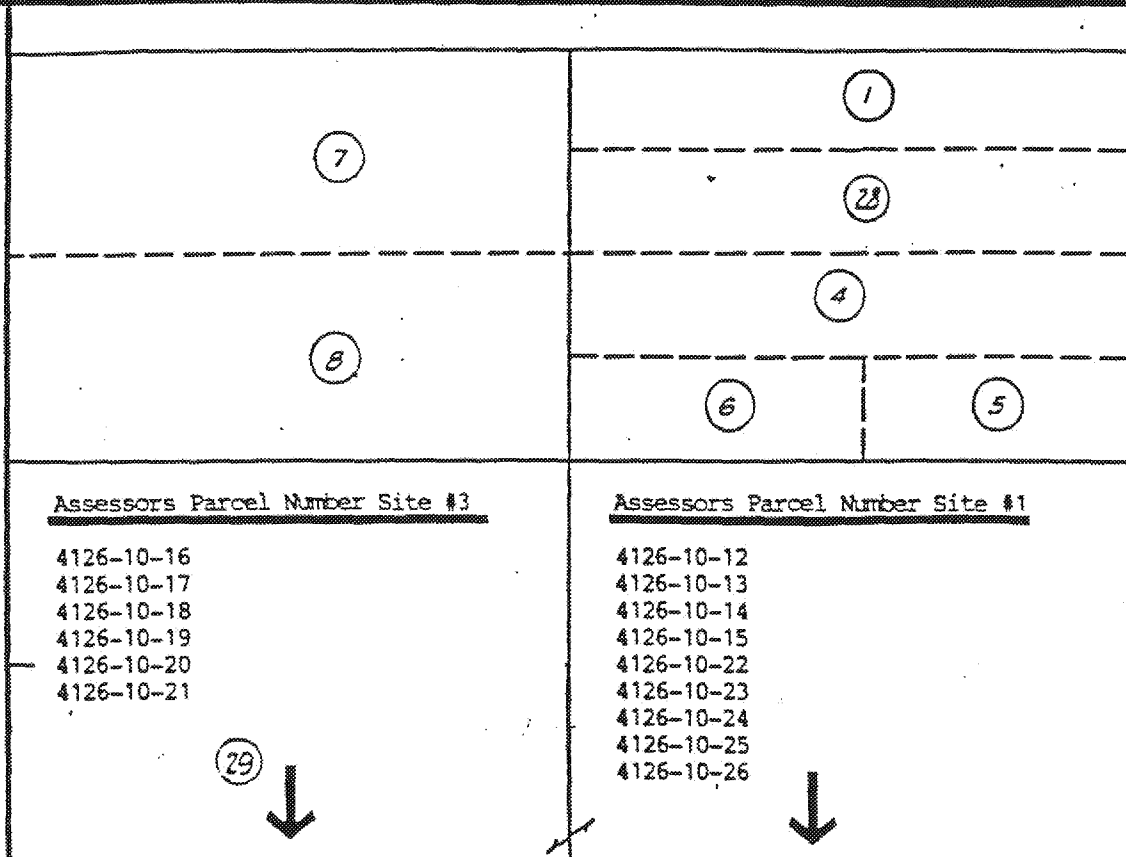
\$ - 0 -	for planning
\$1,616,000.00	for land acquisition
\$ - 0 -	for airport development or noise program implementation (other than land acquisition).
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under 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. Unless otherwise stated in this grant agreement, any program income earned by the sponsor during the grant period shall be deducted from the total allowable project costs prior to making the final determination of the United States share. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delay 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 SEP 30 1986 or such subsequent date as may be prescribed in writing by the FAA.
7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement, and the sponsor shall hold the United States harmless from all claims arising from, or related to, completion of the project or the sponsor's continuing compliance with the terms, conditions, and assurances in this grant agreement.
9. The Sponsor shall comply with the Part V Assurances dated July, 1985, which are attached hereto and made a part hereof, in lieu of the Part V Assurances which accompanied the application dated AUG 16 1985.

10. It is hereby 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 Site 1 on Exhibit "A"; and) that the United States will not make nor be obligated to make any payments involving the afore-said parcels as shown on the property map attached hereto and identified as Site 1 on Exhibit "A" until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interest as may be found satisfactory to the FAA in and to said parcels (or any portion thereof for which grant payment is sought) subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk of interference with the use and operation of the airport.
11. It is agreed that land in this project purchased for noise compatibility purposes may be subject to disposal at the earliest practicable time. After Grant Agreement, the FAA may designate such land which must be sold by the Sponsor. The Sponsor will use its best efforts to dispose of such land subject to retention or reservation of any interest or right therein necessary to insure that such land is used only for purposes which are compatible with the noise levels of operation of the airport. The proceeds of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a basis proportionate to the United States share of the cost of acquisition of such land, or shall be reinvested in an approved project, pursuant to such instructions as the FAA shall issue.
12. It is understood and agreed by and between the parties hereto that the Assurances entitled, "Relocation and Real Property Acquisition Assurances Implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" dated June 4, 1985, attached to the Preapplication for Federal Assistance dated June 5, 1985, are incorporated herein and made a part hereof.
13. It agrees 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 that project for determining the net costs on which the maximum United States' obligation will be based. Airport fiscal and accounting records shall clearly identify actual sources and uses of these funds.
14. It is understood and agreed by and between the parties hereto that the Sponsor shall grant an avigation easement on Site 1 as shown on the property map, Exhibit "A", to the City of Los Angeles, Department of Airports, California, prior to any disposal or resale of said Site 1.

LA CIENEGA REDEVELOPMENT PROJECT AREA
PARCEL DETAIL FOR INCIP SITES NO.1 AND NO.3

AVE.

BLVD.



GLASGOW

LA CIENEGA

SITE 3

SITE 1



HILLCREST

EXHIBIT "A"
AIP 3-06-0139-N1
August 16, 1985

BLVD

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

Robert C. Bloom
Name Robert C. Bloom

Supervisor, Standards Section
Title

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 23rd day of September, 1986

City of Inglewood, California
Name of Sponsor

(SEAL)

[Signature]
By Sponsor's Designated Official Representative

Attest: Hermanita J. Harris

Title Mayor

Title: City Clerk

Certificate of Sponsor's Attorney

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that 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 23rd day of September, 1986

Howard Rosten
Signature of Sponsor's Attorney



PART V - ASSURANCES
Noise Program Implementation Projects
Undertaken By Non Airport Sponsors

Approved OMB No 2120-0065

A. General.

1. These assurances shall be complied with in the performance of grant agreements for noise program implementation projects undertaken by sponsors that are not proprietors of the airport which is the subject of the noise compatibility program.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1982 and the Aviation Safety and Noise Abatement Act of 1979. Sponsors are units of local government in the area 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 within a facility under this project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no time limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.

- C. Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Federal Aviation Act of 1958 - 49 U.S.C. 1301, *et seq.*
- b. Davis-Bacon Act - 40 U.S.C. 276(a), *et seq.*
- c. Federal Fair Labor Standards Act of 1938 - 29 U.S.C. 201, *et seq.*
- d. Hatch Act - 5 U.S.C. 1501, *et seq.*
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. 4601, *et seq.*
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470 (f).
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469, through 469C.
- h. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a
- i. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- j. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- k. Aviation Safety and Noise Abatement Act of 1979, 49 U.S.C. 2101, *et seq.*
- l. Age Discrimination Act of 1975 - 42 U.S.C. 6101, *et seq.*
- m. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, *et seq.*
- n. Airport and Airway Improvement Act of 1982 - 49 U.S.C. 2201, *et seq.*
- o. Powerplant and Industrial Fuel Use Act of 1978 - Section 403 - 42 U.S.C. 8373.
- p. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, *et seq.*
- q. Copeland Antikickback Act - 18 U.S.C. 874.
- r. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, *et seq.*
- s. Endangered Species Act of 1973 - 16 U.S.C. 668(a), *et seq.*
- t. Single Audit Act of 1984 - 31 U.S.C. 7501, *et seq.*

Executive Orders

Executive Order 12372, Intergovernmental Review of Federal Programs.

Federal Regulations

- a. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- b. 49 CFR Part 23 - Participation by Minority Business Enterprise in Department of Transportation Programs.

- d. For noise program implementation 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 program implementation projects to be carried out on property which is not owned by the sponsor and which is under the land use control or authority of a public agency other than the sponsor, the sponsor shall obtain from each agency a written declaration that such agency supports the project and the project is reasonably consistent with the agency's plans regarding the property.
- 7. Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near which the project may be located.
- 8. Accounting System, Audit, and Recordkeeping Requirements.**
- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the U.S. General Accounting Office publication entitled **Guidelines for Financial and Compliance Audits of Federally Assisted Programs**.
- 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 grants. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than 6 months following the close of the fiscal year for which the audit was made.
- 9. Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
- 10. Veterans Preference.** It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
- 11. Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.
- 12. Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
- 13. Operation and Maintenance.** It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.

**CITY OF INGLEWOOD, CALIFORNIA
REQUEST FOR PUBLIC DOCUMENT**

RECEIVED
CITY OF INGLEWOOD

96 APR 19 12:05

I request to view the following public document(s):
 I request to obtain copies of the following public document(s):

List the specific public document desired - and/or describe the document:

The amounts for the following grants:
1. F A A Grant Numbers AIP 3-06-0139-N1,
AIP 3-06-0139-N3, AIP 3-06-0139-N5,
and AIP 3-06-0139-N5

Approximate date of document: May 1991

Nizina Ordo Wanda Ordo
Print Name Signature

Address: 576 W. Green St #3A City Inglewood State CA Zip 90301

N/A (310) 673-6320
Telephone Business Home

STAFF USE ONLY:

Date and time requested document(s) was made available: _____

Remarks: _____

Total No. of Copies: _____ Charge \$ _____ By: _____
Department Staff

*Done
Give this info
to clerks
JDK*



CITY OF INGLEWOOD CALIFORNIA
ONE MANCHESTER BOULEVARD / P.O. BOX 6300 / INGLEWOOD, CALIF. 90301
FAX (213) 412-5188



The Inglewood Redevelopment Agency
(213) 412-5290

January 26, 1993

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

Dear Mr. Cabalbag:

The City of Inglewood is in the process of closing out as many of the early grants it has with FAA. Of the eight FAA grants currently in effect, we have determined that only Grant 3-006-0139-N1 can be closed out because all work associated with land assembly and recycling of the site are completed and all expenses can be finally totaled. The City wishes not to close out the remaining grants at this time because the projects are still incurring expenses.

In many cases, last resort payments are still being paid out to tenants relocated from the various sites acquired by the City. According to the Federal Uniform Relocation Act, such payments will continue for up to three and a half years after a tenant has been relocated. Furthermore, since many sites were acquired through court action, a final sales price for the properties have not yet been determined by the courts. Because this process is long and time consuming, it will take several years before a determination by the courts can be made on a final sales price for the various properties.

The City of Inglewood will close out those grants as soon as each project is completed and all expenses completely incurred.

Yours truly,

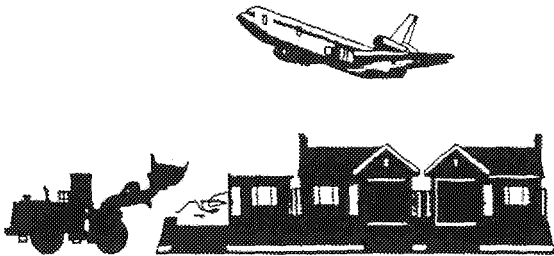
David Lamdagan
Development Specialist

CITY OF INGLEWOOD



INTER-DEPARTMENTAL COMMUNICATION

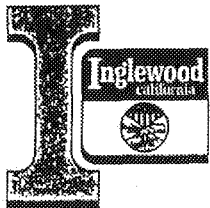
TO: Jesse Lewis, Redevelopment Director
FROM: Tony DeBellis, ^{TD} Deputy City Manager
SUBJECT: Funding of Noise Mitigation Related Demolition Projects
DATE: October 14, 1991



There are a number of noise mitigation projects which will require Agency demolition of housing units. Where possible, please use Department of Airports funds for demolition. When FAA funds must be used for demolition, please have the local FAA office review all demolition contracts to insure compliance with federal requirements.

cc Nick Rives
David Hamilton
Gregory Pereira
Alan Wolken
Otis Ginoza

TD.og
\\dempolic.mem\



CITY OF INGLEWOOD CALIFORNIA
ONE MANCHESTER BOULEVARD / P.O. BOX 6500 / INGLEWOOD, CALIF. 90301
FAX (213) 412-8737



January 9, 1990

Mr. John Milligan
Federal Aviation Administration
Standards Section AWP-621
WWPC P.O. Box 92007
Los Angeles, CA 90009

RE: AIP 3-06-0139-N1
AIP 3-06-0139-N3
AIP 3-06-0139-N4

Dear Mr. Milligan:

Enclosed are the following aviation easements for FAA funded projects:

<u>Grant Number</u>	<u>Site Number</u>	<u>Parcel Number</u>	<u>Address</u>
N1	1	4126-010-023	811 Hillcrest Boulevard
N1	1	4126-010-015	8815 La Cienega Boulevard
N1	1	4126-010-024	8817 La Cienega Boulevard
N3	3	4126-010-034	500 and 504 S. Glasgow Avenue
N3	3	4126-010-021	831 Hillcrest Boulevard
N3	3	4126-010-019	510 Glasgow Avenue
N3	3	4126-010-020	835 Hillcrest Boulevard
N3	3	4126-010-035	823 and 827 Hillcrest Boulevard
N4	7	4032-003-028	3700 Century Boulevard

The easements are all signed by the Los Angeles Department of Airports and we have also provided them with copies. We have already received reimbursement from the FAA for each of these properties.

Sincerely,


Otis W. Ginoza
Development Coordinator

OWG:va