



# CITY'S ORIGINAL

U.S. Department  
of Transportation

Federal Aviation  
Administration

## GRANT AGREEMENT Part I - Offer

Date of Offer: July 14, 2004

Los Angeles International Airport /Planning Area

Project No. 3-06-0139-29

Contract No. DTFA08-04-C-21789

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

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

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

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

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

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

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

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

**Conditions**

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

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

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

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

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

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

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

*[Signature]*  
John P. Milligan  
Supervisor, Standards Section

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 3rd day of August, 2004.

City of Inglewood  
(Name of Sponsor)

*[Signature]*  
(Signature of Sponsor's Designated Official Representative)

By: Roosevelt F. Dorn  
(Typed Name of Sponsor's Designated Official Representative)

Title: Mayor  
(Typed Title of Sponsor's Designated Official Representative)

(SEAL)

Attest: *[Signature]*

Title: City Clerk

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do

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

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

b. The date of the execution of the Grant Agreement by the Sponsor's Attorney should be the same or later than the date of execution.

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

*[Signature]*  
(Signature of Sponsor's Attorney)  
*[Signature]*  
Attorney

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

### CITY OF INGLEWOOD CASH RECEIPTS TRANSMITTAL VOUCHER

RECEIPT: 01\$RRR072-01B4

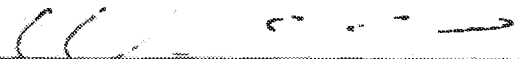
DATE 13-Mar-06

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

AMT DUE: \$ .00  
AMT PAID: \$2070000.00-  
REF: 7297  
BALANCE:  
TENDERED: \$ .00  
CHANGED:

DD BY: \$RRA # 10A2 03/13/2006

Description	Amount
LAWA	\$ 2,070,000.00
<b>TOTAL</b>	<b>\$ 2,070,000.00</b>

  
AUTHORIZED SIGNATURE

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

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

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

Vendor Name: CITY OF INGLEWOOD

Vendor No: 104716

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

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

CITY  
OF  
LOS ANGELES

16-66  
1220

DEMAND/WARRANT  
K 167297

Date: 03/07/2006

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

Pay Amount

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

To  
The  
Order  
Of

CITY OF INGLEWOOD  
PO BOX 6500  
INGLEWOOD CA 90301

APPROVED CONTROLLER OF THE CITY OF LOS ANGELES

*Laura N. Chick*

LAURA N. CHICK

⑈ 167297⑈ ⑆ 12200066⑆ ⑆ 34590⑈ 8008 2⑈



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

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

**Check No: K 167297**  
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<b>Total</b>				<b>2,070,000.00</b>	<b>0.00</b>	<b>2,070,000.00</b>