

From: gustavo.lamanna@gmail.com [mailto:gustavo.lamanna@gmail.com] **On Behalf Of** Gustavo Lamanna
Sent: Wednesday, June 13, 2018 4:39 PM
To: Via, Tay
Cc: Royce K. Jones; O'Brien, Harry; Gerard McCallum II
Subject: Re: PRIVILEGED AND CONFIDENTIAL DRAFT; FOR PURPOSES OF NEGOTIATION ONLY

Tay,

Here is a January 4, 2001 Letter Agreement regarding the FAA Grant Agreement No. AIP 3-06-0139-NM.

Sincerely,

.....
Gustavo Lamanna
Attorney at Law
11599 West Gateway Boulevard
Los Angeles, CA 90064
glamanna@usa.net
[310-497-6558](tel:310-497-6558) cell

On Wed, Jun 13, 2018 at 12:38 PM, Via, Tay <tvia@coblentzlaw.com> wrote:
Royce: Here are some suggested revisions. We are available at 4 to discuss these, as well as notice and logistics. Best, Tay

Tay Via
Coblentz Patch Duffy & Bass LLP
One Montgomery Street, Suite 3000
San Francisco, CA 94104
415-772-5715 | Office 415-391-4800
tcv@coblentzlaw.com
www.coblentzlaw.com

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CITY'S ORIGINAL

January 4, 2001

ING-PA-6

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

LETTER AGREEMENT

PROPERTY ACQUISITION (PA)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

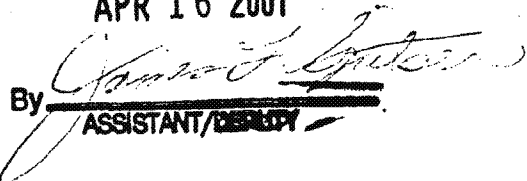
11. In further cooperating with maintenance of a unified system of records, Inglewood will prepare any and all maps included in any document required or submitted pursuant to this Agreement so as to conform to format conventions pertaining to size, scale, color, and features as specified by LAWA.
12.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

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

Dated: May 8, 2001

APPROVED AS TO FORM
JAMES K. HAHN
 City Attorney

APR 16 2001

By 
 ASSISTANT/CITY ATTORNEY

City of Inglewood

by 
 (Signature)

Roosevelt F. Dorn
 (Printed Name)

Mayor
 (Title)

ATTEST:

by Hermanita V. Harris
(Signature)

Hermanita V. Harris
(Printed Name)

City Clerk
(Title)

APPROVED AS TO FORM:

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



Los Angeles World Airports

June 7, 2001

Ms. Deanna 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
Van Nuys
Palmdale
City of Los Angeles

Dear Ms. ^{Deanna}Unternahrer:

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

Richard J. Riordan,
Mayor

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

Board of Airport
Commissioners

John J. Agoglia
President

Sincerely,

Mark E. Schaffer
Vice President


Intissar Durham
Soundproofing Division

Lee Kanon Alpert
Miguel Contreras
Christopher C. Pak
Cheryl K. Petersen
Warren W. Valdry

Lydia H. Kennard
Executive Director

ID:lm

enclosure

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



CITY OF LOS ANGELES

220 City Hall
Los Angeles, 90012

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

Check No. H060881
Check Date May 29, 2001

Vendor Name: CITY OF INGLEWOOD

Vendor No: 99999990409

VENDOR INVOICE	DEPARTMENT NAME	DP. NO.	EV NUMBER	REF. AUTH.	DESCRIPTION	D	NET AMOUNT
05/23/01	AIRPORTS	04	0171R041269		RESO 20423 - PART 150 PROP AQUSTN CITY OF INGLEWOOD	N	7200000.00



Please Detach Before Presenting for Payment

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

DEMAND ON THE
LOS ANGELES CITY TREASURY
215 W. 6th Street
Los Angeles, CA 90014
VOID AFTER 2 YEARS



CITY OF
LOS ANGELES

FUND: 824
GENERAL DEMAND

16-55
1220

DEMAND/WARRANT
H 060881

Date: May 29, 2001

PAY *** Seven million two hundred thousand Dollars

Pay Amount

\$7,200,000.00

To The Order Of
CITY OF INGLEWOOD
WILL CALL

APPROVED CONTROLLER OF THE CITY OF LOS ANGELES

Rick Tuttle
RICK TUTTLE