

Chief Executive Officer¹
Department of Airports
One World Way
Los Angeles, CA 90045
Attn: Sound Insulation Grant Program

LETTER OF AGREEMENT
RESIDENTIAL SOUND INSULATION (RSI)
City of Inglewood

On _____, 2019, by Resolution No. _____, and pursuant to Resolution No. 21481, the Board of Airport Commissioners (BOAC) authorized the City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (LAWA), to provide funds in the total sum of \$9,275,000 to the City of Inglewood (also referred to as "City") for its Grant Implementation Plan 15 (GIP 15), which matches Airport Improvement Program grant funds obtained from the Federal Aviation Administration (FAA) for an FAA-approved LAX Part 150 residential sound insulation project (collectively, Project).

LAWA's grant amount for the Project will be used to sound insulate properties within the Los Angeles International Airport (LAX) 2020 Noise Exposure Map 65 dB CNEL contour (2020 NEM). The provisions of this Letter of Agreement (Agreement) shall apply to all LAWA funds. All parcels proposed for sound insulation in GIP 15 shall meet all LAWA eligibility requirements set forth in this Agreement and will be subject to applicable laws. In no way shall any statement or procedure or other process create a new legal obligation on the part of LAWA.

The City of Inglewood agrees that it shall comply with, and/or will ensure compliance with all of the terms and conditions in this Agreement upon the transfer to City of Inglewood of the allocation of the LAWA grant amount. LAWA has stipulated that such grant amount shall be transferred from LAWA upon the City of Inglewood's submittal of two (2) fully executed copies of this Agreement.

1. All work associated with this grant and the terms of this Agreement are subject to the FAA Order 5100.38D Change 1, effective February 26, 2019, *Airport Improvement Program Handbook* (AIP Handbook), as may be amended from time to time.
2. The terms of this Agreement are subject to, and the City of Inglewood expressly warrants that it will comply with, BOAC Resolution No. _____, applicable provisions of

¹ Formerly known as "Executive Director".

Resolution No. 21481, and all applicable laws, all FAA Grant requirements and assurances, rules, guidelines, regulations, legal requirements and approval pertaining to this Project, as well as other requirements and guidelines pertaining to the Project. Based upon previous settlement agreements and Memorandum of Understandings that have been in place since the beginning of the City of Inglewood's Residential Sound Insulation Program, LAWA has neither requested nor received noise or avigation easements in exchange for the sound insulation of residential dwellings. This Agreement will not request or receive the same from the City of Inglewood.

3. City of 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 Code of Regulations ("California Airport Noise Standards") or in the California Noise Insulation Standards found in Title 24, Chapter 12, of the State Building Code, or as otherwise set forth herein. 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. The City of Inglewood has been provided with copies of the aforementioned Resolutions.

4. In undertaking the Project, 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. City of Inglewood will work cooperatively and in good faith with LAWA in performing and documenting City's work in furtherance of this Agreement and in support of LAWA's responsibilities. In addition, the City will provide LAWA with any and all other information or documentation requested by LAWA. If City of Inglewood has not met the conditions and requirements established herein, LAWA may take any of the following actions: (1) upon due notice, City of Inglewood will refund to LAWA the unencumbered funds that City of Inglewood has already received under this Agreement for the Project; (2) LAWA will withhold additional funds under the grant; and/or (3) City of Inglewood will become ineligible for future funds.

5. City of Inglewood will ensure the timely preparation and submittal of all documents required by LAWA. Where documents required by this Agreement are prepared for and submitted for LAWA's approval after execution of this Agreement, or required to be periodically updated, resubmitted and approved by LAWA after execution of this Agreement, but if such documents are not submitted by the required dates and have become past due, City of 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.

6. City of Inglewood will issue a Title 21 Compliance Certificate for each eligible incompatible property that it sound insulates with LAWA and/or FAA funds and for each incompatible property which is offered sound insulation but is not insulated either as the result of an overt declination of the offer or a lack of response to the offer, or due to the ineligibility of the property caused by failure to comply with the requirements of Section 21, below, or other cause for ineligibility. City of Inglewood will ensure that 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 sound insulation, but is not insulated for any of the reasons listed above, may, at a later date, participate in the program provided the causes for ineligibility are eliminated to the satisfaction of LAWA.

A. In lieu of the Title 21 Compliance Certificate for properties that decline sound insulation or fail to respond to a valid offer for sound insulation, the City of Inglewood shall obtain the property owners written statement of declination or provide other written evidence of the property owner declining a valid offer of acoustical treatment or the property owners failure to respond to a valid written offer of acoustical treatment. Such evidence shall consist of a certified copy of the offer letter and proof of service. A copy of such additional documentation shall be submitted to LAWA with the Final Grant Report. The City of Inglewood shall maintain a copy of such documentation until notified otherwise by LAWA.

7. Any funds, and interest thereon, remaining from LAWA grant amount after completion of the incompatible sound insulation project will be refunded to LAWA within ninety (90) days of completion of the Project, or will be reinvested in a subsequent LAWA approved sound insulation project pursuant to such instructions as LAWA may issue.

8. City of Inglewood will provide LAWA with all pertinent information to prepare and maintain an airport incompatible land use program plan ("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 City of 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.

City of Inglewood will update the ANMP information at least annually no later than March 31st of each year. The ANMP will include City of Inglewood's progress in terms of number of dwelling units sound insulated, cost estimates and other program elements that are pertinent to achieving total compliance with the California Airport Noise Standards. The information submitted will conform to the requirements set forth in the most recent version of the "Guidelines for Cumulative Annual Progress Report" developed by LAWA and provided to City of Inglewood. LAWA will provide the City of Inglewood the most recent version of the "Guidelines for Cumulative Annual Progress Report" no later than January 1 of each calendar year if revisions have been made to the one already provided by LAWA to the City of Inglewood. The ANMP information will describe the process of issuing a Title 21 Compliance Certificate for all properties to be sound insulated. Data will be submitted in a format specified by LAWA.

9. City of Inglewood has prepared the required GIP 15, for properties to be sound insulated with LAWA funds covered by this Agreement. The GIP 15 was prepared in compliance with guidelines developed and maintained by LAWA, is in narrative and graphic form and specifies priorities, and describes 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. The GIP 15 sets forth a prioritized schedule to be followed that ensures that sound insulation will be systematically offered to the owner(s) of each eligible property in accordance with the program and Project priorities set forth under Section 11, below.

10. 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 be prioritized so that incompatible properties that will continue to remain in the Los Angeles International Airport Noise Impact area (based on the latest LAX Quarterly Noise Report) 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.

11. City of Inglewood recognizes that it is 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 LAWA. City of Inglewood will work cooperatively with and assist LAWA in establishing and maintaining such a system.

12. In further cooperating with maintenance of a unified system of records, City of Inglewood will prepare any and all maps included in any document required or submitted pursuant to this Agreement so as to conform to LAWA's specified format.

13. In the event the required database, maps or other documents are not submitted to LAWA as provided by this Agreement, City of 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 16, below.

14. In undertaking and documenting incompatible Residential Sound Insulation (also "RSI") projects, City of Inglewood will ensure and will document that not less than 80% of LAWA funds are allocated to actual construction costs, including all required building permits. City of Inglewood will ensure that non-construction planning; engineering, design, noise measurement and administrative overhead costs (undertaken by either or both City of Inglewood's staff or consultants) (collectively "non-construction costs") will not exceed 20% of total Project cost. City of Inglewood will inform LAWA in the event that the non-construction costs exceed 20% of the total Project costs and explain the reason for doing so. LAWA 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 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.

15. BOAC Resolution No. 21481 Section 8 states "Funding under this policy will be conditional on the sponsoring local jurisdiction having adopted local building code regulations and a specific plan and/or other necessary regulations to ensure that all new residential structures and all added or expanded habitable rooms with any modified or reconstructed residential structure achieve an interior CNEL of at least 45 dB or a 5% reduction." The City of Inglewood has adopted an ordinance satisfying this requirement.

16. City of Inglewood will ensure that where sound insulation is proposed under this Agreement for properties located within the City of Inglewood's identified significant historic resource, also known as Morning Side Park neighborhood (bounded by Manchester Boulevard on the south, Van Ness Avenue on the east, 79th Street on the north, and 8th Street on the west), identified methods for sound insulation are developed with the approval of a qualified architectural historian or historic architect who meets the Secretary of the Interior's Professional Qualifications Standards, in compliance with the Secretary of the Interior's Standards for Rehabilitation.

17. In undertaking the Project, City of Inglewood will not use and will not authorize the use of LAWA funds to remedy building or safety code violations, to bring the property into compliance with current building or safety codes, to repair seismic or other pre-existing damage, or to change the general size, layout or aesthetic properties of the building other than those changes directly incidental to the installation of the sound insulation materials.

18. In undertaking the Project, City of Inglewood will adhere to the latest version of LAWA's Acoustic Testing Plan as approved by FAA. A post-construction noise audit, when conducted, will document the results of the project and whether or not the California Airport Noise Standards objective of 45 dB interior CNEL is achieved. Such tests and audit will be documented in the Grant Report for each project.

19. In undertaking the Project, City of Inglewood warrants that it will comply with and follow the AIP Handbook, as may be amended from time to time, and that it will utilize the following definition when determining the eligibility of habitable rooms and spaces within an eligible building: Habitable space (room) is space in a residence for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility space, garages and similar areas are not considered habitable space. Elements of sound insulation, such as replacement windows or exterior doors, may be considered for application to non-habitable space if their omission would be detrimental to meeting sound insulation objectives in adjacent habitable spaces. This will normally be limited to entrance hallways, bathrooms, and to interior doors connecting the main residence with garage spaces. Garage and utility room exterior doors and windows are not eligible for treatment. City of Inglewood will submit any application of sound insulation elements to non-habitable space to LAWA for approval prior to FAA review and approval of the plans and specifications for sound insulating buildings within the Project.

20. In undertaking the Project, City of Inglewood will provide to LAWA a digital copy of the construction bid packages including design specifications and plans at least 30 days prior to the bid due date. LAWA will provide written comments or written approval within 15 days of receipt of the digital copy, otherwise the City of Inglewood will have the authority to move ahead with advertising for bids.

21. At the time of initial enrollment of each building owner (the "Owner") in the Project, and prior to conducting noise testing or the preparation of sound insulation plans for the building(s), City of Inglewood will require the Owner to sign any FAA prescribed agreements, that may exist, to maintain the sound insulation remedies (e.g., windows, doors, ventilation, attic insulation, etc.) in a state of repair consistent with their use for sound insulation.

22. At the time of final enrollment of the Owner in the Project, and prior to ordering the sound insulation materials for the property, City of Inglewood will afford the Owner an opportunity to review the sound insulation plans for the building(s) and will require the Owner to sign LAWA approved Owner Participation Agreement. At this time, City of Inglewood will issue Title 21 Compliance Certificates for incompatible properties that are to be sound insulated and for incompatible properties that are not to be sound insulated because the Owner(s) declined or the properties were ineligible for participation. Such Title 21 Compliance Certificates will be signed by an authorized representative of the City of Inglewood and submitted to LAWA.

23. In undertaking LAWA funded Project, City of Inglewood will conduct progress meetings with LAWA staff as needed, and will provide progress reports on an as needed basis setting forth information required by LAWA in a format established by LAWA.

24. Within 60 days of completion of the Project funded under this Agreement, and in accordance with guidelines developed and maintained by LAWA, City of Inglewood will prepare and submit one (1) hard copy and one (1) digital copy of the Final Grant Report for the Project to LAWA showing the results of the project, the allocation of actual sound insulation (construction/non-construction) expenditures among the individual project properties, a listing of all Title 21 Compliance Certificates issued, and the total allocation, in detail satisfactory to LAWA, of actual expenses by project category and sub-category: e.g., for project planning, project evaluation and design, project construction, and project administration. All general administrative overhead expenses will be detailed separately from construction-related administrative expenses. The Final Grant Report will contain an explicit comparison between the estimated total cost breakdown for each dwelling unit, that was submitted in the Project GIP 15 and the actual total cost breakdown for each dwelling unit.

25. In addition to the Final Grant Report, City of Inglewood will provide to LAWA one (1) hard copy and one (1) digital copy 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 Easements and Title 21 Compliance Certificates by City of Inglewood. A cumulative list of all properties made compatible with the California Airport Noise Standards will be maintained by City of 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.

26. City of Inglewood shall also complete an annual accounting report and audit prepared by a Certified Public Accounting (CPA) firm for the project.

27. In implementing this sound insulation program City of Inglewood will utilize an accounting system that will comply with generally accepted government auditing standards (GAGAS), as fully described in the United States Government, General Accountability Office. These standards include, but are not limited to, the following accounting system, audit, and record keeping requirements:

A. It shall keep all project accounts and records that fully disclose the amount and disposition by the recipient of the line 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 the portion of that cost of the project supplied by other sources, the amount and disposition of any interests 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 a 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 the County of Los Angeles that are pertinent to the grant. The Controller of the City of Los Angeles or the Executive Director of LAWA may require that an appropriate audit be conducted by the City of Inglewood. In any case in which an independent audit is made of the accounts of the City 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 Controller of the City of Los Angeles and the Executive Director of LAWA not later than 6 months following the close of the fiscal year for which the audit was made.

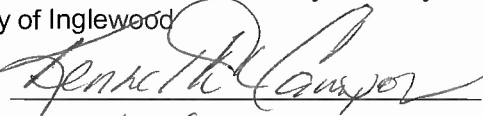
28. This Agreement is subject to the approval of the Board of Airport Commissioners and the Los Angeles City Council.

This Letter of Agreement is effective as of the date entered on the first paragraph of page 1, provided it has been fully executed by the authorized parties.

(SIGNATURE PAGE TO FOLLOW)

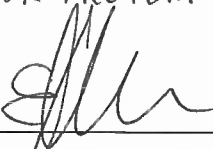
Approved as to form:

KENNETH R. CAMPOS, City Attorney
City of Inglewood

By: 

Date: 11/14/19

CITY OF INGLEWOOD
MAYOR PROTEM

By: 

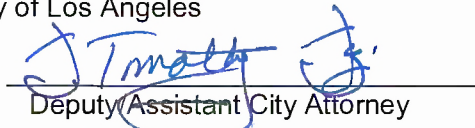
Eloy Morales Jr
Print Name

MAYOR PROTEM
Title

Date: 11/14/19

Approved as to form:

MICHAEL N. FEUER, City Attorney
City of Los Angeles

By: 
Deputy Assistant City Attorney

Date: November 22, 2019

CITY OF LOS ANGELES

By: _____
Chief Executive Officer
City of Los Angeles,
Department of Airports

By: _____
Deputy Executive Director
Chief Financial Officer