



U.S Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports Division

Federal Aviation Administration
P.O. Box 92007
Los Angeles, CA 90009-2007

September 27, 2002

Mark Pisano
Executive Director
Southern California Association of
Governments
818 West Seventh Street, 12th Floor
Los Angeles, CA 90017-3435

Dear Mr. Pisano:

Southern California Association of Governments
Fiscal Year 2002 Grant Offer
AIP Project No. 3-06-E401-001-02

The Southern California Association of Governments fiscal year 2002 Airport Improvement Program (AIP) Project No. 3-06-E401-001-02, Contract DTFA08-02-C-21452, has been approved. Enclosed are four copies of the Grant Agreement, under which the United States commits itself to participate in the allowable cost of the project not to exceed \$1,500,000.00.

Your acceptance of the grant offer will obligate the Southern California Association of Governments to accomplish the described planning project without undue delay. You must accept this offer on or before **September 30, 2002**.

Please complete Part II (Acceptance) by having the authorized official execute page four of the Grant Offer. Certification by your attorney should be completed following the acceptance and dated on or after the acceptance date.

After the execution and certification of the Grant Agreement, please return three copies to this office. The other copy is for your records.

If you have any questions, please contact Sam Samad at the above address or call (310) 725-3606.

Sincerely,

Richard P. Dykas
Supervisor, Capacity Section

Enclosures

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
GRANT AGREEMENT**

Part 1 - Offer

Date of Offer: September 27, 2002

Organization: Southern California Association of Governments

Project No. : 3-06-E401-001-02

Contract No. : DTFA08-02-C-21452

TO: Southern California Association of Governments (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 April 4, 2002, for a grant of Federal funds for a project at or associated with the Southern California Association of Governments 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 Southern California Association of Governments Planning Area (herein called the "Project") consisting of the following:

Conduct Metropolitan System Plan Study, Phase I (Regional Airspace Study and Continuous Aviation System Planning Including Regional Transportation Plan Update and Implementation)

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the 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, 90.00 per centum thereof.

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 \$1,500,000. For the purpose of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Sections 47108(b) of the Act, the following amounts are being specified for this purpose:

\$ 1,500,000 for planning
\$ -0- for airport development or noise program implementation

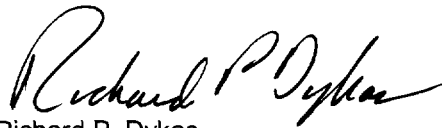
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations 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 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 anytime 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 **September 30, 2002**, 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. The attached Assurances for Planning Agency Sponsors, dated 9/99, are incorporated as part of this grant agreement and replace those submitted with the Sponsor's Project Application.
10. 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 \$25,000.00 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. 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.

11. It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted upon the basis of a preliminary Work Program dated September 9, 2002. The parties hereto covenant and agree that the Sponsor shall furnish a final Work Program to the FAA and that no work under this grant shall be undertaken until the final Work Program has been approved by the FAA. The parties agree that the Sponsor shall demonstrate to the satisfaction of the FAA that the Sponsor or any public organization performing such work under this grant has sufficient local support to perform the work program, or any part thereof. Further the parties agree that none of the funds provided through this grant may be used for any new planning efforts involving consideration of the reuse of the MCAS El Toro facility.

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 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
WESTERN-PACIFIC REGION**



Richard P. Dykas
Supervisor, Capacity 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 Sept 27 day of _____, 2002

Southern California Association of Governments

(SEAL)

By: [Signature]

Title:

Attest: [Signature]

CERTIFICATION OF SPONSOR'S ATTORNEY

I, Patricia J. Chen, 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 and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper 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 Los Angeles, California, this 30th day of September, 2002.

[Signature]
Signature of Sponsor's Attorney

ASSURANCES
Planning Agency Sponsors

A. General

1. These assurances shall be complied with in the performance of grant agreements for integrated airport system planning grants to planning agencies.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. A sponsor is a planning agency designated by the Secretary of Transportation which is authorized by the State or States or political subdivisions concerned to engage in area wide planning.
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 during the life of the project.

C. Sponsor Certification. The sponsor assures and certifies, in 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. Title 49 U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- c. Hatch Act - 5 U.S.C. 1501, et seq.
- d. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- e. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- f. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- g. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- h. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 12372- Intergovernmental Review of Federal Programs

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.
- d. 49 CFR Part 20 - New restrictions on lobbying.
- e. 49 CFR Part 21 - Nondiscrimination in federally assisted program of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- f. 49 CFR Part 26 - Participation By Disadvantage Business Enterprise in Department of Transportation Programs.

- g. 49 CFR Part 29 - Government-wide debarment and suspension (non-procurement) and government-wide requirements for drug-free workplace (grants).
- h. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S.

Office of Management and Budget Circulars.

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated in reference in the grant agreement.

2. **Responsibility and Authority of the Sponsor.** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.
4. **Preserving Rights and Powers.** It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary.
5. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.
6. **Accounting System, Audit, and Recordkeeping Requirement.**
 - 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 Single Audit Act of 1984.
 - b. It shall make available to the Secretary and 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 grant. The Secretary may require that an appropriate audit be conducted by the 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 six (6) months following the close of the fiscal year for which the audit was made.
7. **Planning Projects.** In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
 - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
 - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
8. **Reports and Inspections.** It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.
9. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program.
10. **Engineering and Design Services.** It will award each contract, or sub-contract for planning studies, feasibility studies, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor.
11. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
12. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.
13. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is

incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided under Part 26, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801)