MARIPOSA COUNTY RESOLUTION NO. 77-64

The Board of Supervisors of the County of Mariposa do hereby resolve as follows:

WHEREAS, the Federal Aviation Administration has prepared a Grant Offer for Project No. 5-06-0147-02, and
WHEREAS, the Grant Offer entitled "Grant Agreement", Project No. 5-06-0147-02, dated May 6, 1977, which is attached hereto, incorporated herein and made a part of this resolution as if set out in full in this resolution, requires adoption by the Mariposa County Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED, and it is so ordered that the County of Mariposa accept the Grant Offer and the Chairman of the Board of Supervisors of Mariposa County be authorized to sign the said Grant Offer on behalf of the County of Mariposa, and the County Clerk of Mariposa County to attest the Grant Agreement on behalf of the County of Mariposa.

PASSED AND ADOPTED, this 10th day of May, 1977, by the following vote:

AYES: Long, Dalton, Walton, Owings
NOES: None
ABSENT: Clark
NOT VOTING: None

FRANK L. LONG, JR., Chairman

ATTEST:

ELLEN BRONSON, County Clerk and Ex-Officio Clerk of the Board
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part 1-Offer

Date of Offer May 6, 1977

Mariposa-Yosemite Airport

Project No. 5-06-0147-02

Contract No.: DOT FA77WE-3928

TO: COUNTY OF MARIPOSA, CALIFORNIA (herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 22, 1977, for a grant of Federal funds for a project for development of the Mariposa-Yosemite Airport (herein called the "Airport"), together with plans and specifications for such project, 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 development of the Airport (herein called the "Project") consisting of the following-described airport development:

Land, approach protection, Runway 26, Parcels B (approx. 5.88 acres), C (approx. 2.87 acres), and D (approx. 3.74 acres) including obstruction removal (trees).

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;
NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Development Act of 1970, as amended (49 U.S.C. 1701), 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 the operation and maintenance of the Airport 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% of the allowable project cost.

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

1. The maximum obligation of the United States payable under this Offer shall be $54,949.

2. The Sponsor shall:

   (a) begin accomplishment of the Project within sixty (60) days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;

   (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Airport and Airway Development Act of 1970, and Sections 152.51-152.63 of the Regulations of the Federal Aviation Administration (14 CFR 152) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the “Regulations”;

   (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.

3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 152.47 (b) of the Regulations.

4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 152.65 – 152.71 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 152.71 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 152.71 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.
5. The Sponsor shall operate and maintain the Airport as Provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 20 in Part V of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.

6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.

7. 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 MAY 31, 1977 or such subsequent date as may be prescribed in writing by the FAA.

8. The Sponsor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan insurance, or guarantee the following Equal Opportunity clause.

   (a) During the performance of this contract, the contractor agrees as follows:

   (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor,
The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of 24 September 1965, and of the rules and regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of 24 September 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 24 September 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of 24 September 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary or Labor issued pursuant to Section 204 of Executive Order 11246 of 24 September 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency requires.
agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Sponsor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, Instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Sponsor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor; that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Sponsor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of 24 September 1965 with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or by the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Sponsor agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance guarantee); refrain from extending any further assistance to the Sponsor under the program with respect to which the failure or refund occurred until satisfactory assurance of further compliance has been received from the Sponsor; or refer the case to the Department of Justice for appropriate legal proceedings.
(b) State and local governments intending to impose affirmative action hiring and/or training requirements on federally assisted construction already subject to federal minority hiring and/or training plans established pursuant to the Order shall submit such requirements to the Director prior to their inclusion in any federally assisted construction contracts. Such state or local government requirements will be deemed applicable to federally assisted construction contracts unless the Director, or in the case of an appeal of the Director's determination, the Assistant Secretary for Employment Standards, determines that such requirements are inconsistent with the Order or incompatible with the effective implementation of the federal minority hiring and/or training plan (either voluntary or imposed) in the area. The state or local government affirmative action hiring and/or training requirements shall not be included in federally assisted construction contracts until the Director, or in the case of an appeal, the Assistant Secretary, has had an opportunity to make a determination in accordance with this paragraph. The Director shall make his determination within 60 days of his receipt of the state or local government's submission, which should include the pertinent affirmative action hiring and/or training requirements and supporting data. The Director may also request the state or local government to supply information and data necessary for his determination. The Director's determination shall be communicated directly to the state or local governmental body by registered mail, return receipt requested, together, in the case of an adverse determination, with a notification of its right to appeal to the Assistant Secretary. The Director's determination shall also be announced in a Federal Register notice, which shall also indicate that the state or local government, and any other persons or groups affected by the Director's determination, including construction trades contractors, labor organizations, associations or other organizations of construction trades contractors and/or labor organizations, and minority community groups, may appeal such determination to the Assistant Secretary by requesting a hearing within 21 days of the publication of the Federal Register notice. Following this appeal period, if any requests for a hearing have been filed with the Assistant Secretary, the Department of Labor shall then designate an administrative law judge who shall conduct a hearing to make proposed findings and a recommended decision to the Assistant Secretary upon the basis of the record before him. The administrative law judge shall give reasonable notice of the opportunity to participate in such hearing by registered mail, return receipt requested, to those requesting the hearing and shall also give reasonable notice of such hearing in the Federal Register to inform all other persons, organizations and other entities affected by the
Act of 1958, using such airport shall be subject to nondiscriminatory and substantially comparable rates, fees, rentals, and other charges and nondiscriminatory and substantially comparable rules, regulations, and conditions as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants, and combined passenger and cargo flights or all cargo flights, and such classification or status as tenant shall not be unreasonably withheld by any sponsor provided an air carrier assumes obligations substantially similar to those already imposed on tenant air carriers, and (B) each fixed-base operator using a general aviation airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-base operators making the same or similar uses of such airport utilizing the same or similar facilities; provision (A) above, shall not require the reformation of any lease or other contract entered into by a sponsor before July 12, 1976; Provision (B) above, shall not require the reformation of any lease or other contract entered into by a sponsor before July 1, 1975."

15. It is understood and agreed that no part of the Federal share of an airport development project for which a grant is made under the Airport and Airway Development Act of 1970, as amended (49 U.S.C. 1701 et seq.), or under the Federal Airport Act, as amended (49 U.S.C. 1101 et seq.), shall be included in the rate base in establishing fees, rates, and charges for users of the airport.

16. This project and all work performed thereunder is subject to the Clean Air Act and the Federal Water Pollution Control Act. Accordingly,

(a) The sponsor hereby stipulates that any facility to be utilized in performance under the grant or to benefit from the grant is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.

(b) The sponsor agrees to comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations issued thereunder.

(c) The sponsor shall notify the FAA of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the grant is under consideration to be listed on the EPA List of Violating Facilities.
(d) The sponsor agrees that he will include or cause to be included in any contract or subcontract under the grant which exceeds $100,000 the criteria and requirements in these subparagraphs (a) through (d).

17. The grantee agrees to effectuate the purposes of Section 30 of the Airport and Airway Development Act of 1970, as amended, by assuring that minority business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this agreement. For the purposes of this provision, "minority business enterprise" means a business enterprise that is owned by, or is controlled by, a socially or economically disadvantaged person or persons. Such disadvantage may arise from cultural, racial, religious, sex, national origin, chronic economic circumstances or background or other similar cause. Such persons may include, but are not limited to, blacks not of Hispanic origin; persons of Hispanic origin; Asians or Pacific Islanders; American Indians; and Alaskan natives. Grantee further agrees to comply with such regulations as may be issued by the Federal Aviation Administration to implement Section 30 of the Act.

18. It is hereby understood and agreed by and between the parties hereto that the United States will not make nor be obligated to make any payments involving Parcels B, C and D as shown on the property map attached hereto and identified as 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 B, C and D (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.

19. By its acceptance hereof, the sponsor hereby covenants that to the extent it has or may have either present or future control over each area identified on the Exhibit "A" as "clear zone", and unless exceptions to or deviations from the following obligations have been granted to it in writing by the FAA, it will clear said area or areas of any existing structure or any natural growth which constitutes an obstruction to air navigation within the standards established by Part 77 of the Federal Aviation Regulations; and the sponsor further covenants that it will control the subsequent erection of structures and control natural growth to the extent necessary to prevent the creation of obstructions within said standards.
20. The Federal Government does not now plan or contemplate the construction of any structures pursuant to Paragraph 27 of Part V - Sponsor's Assurances of the Project Application dated February 22, 1977, and, therefore, it is understood and agreed that the sponsor is under no obligation to furnish any such areas or rights under this Grant Agreement.

21. A. Pursuant to Section 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646; Part 25, Regulations of the Secretary of Transportation, "Relocation Assistance and Land Acquisition for Federal and Federally Assisted Programs" (49 CFR Part 25, 40 F.R. 41041); the Regulations; and other applicable provisions of law -- the terms used in this paragraph to have the meanings assigned to them under such Act and regulations:

1. Sponsor will fully comply with Subpart 1 of said Part 25.

2. Sponsor will adequately inform the public of the acquisition policies, requirements, and payments which will apply to the project with respect to any acquisition of real property to which said Part 25 and this statement apply.

B. With respect to every person from whom real property was acquired after 1 January 1971, and who would have been entitled to any payments pursuant to the assurances of this agreement had this agreement been in effect at the time of such acquisition, Sponsor represents and undertakes as the case may be: (1) That such person has received or will receive all the payments and has timely been or will be timely afforded all the advantages that would have accrued to him under the provisions of this paragraph and the real property been acquired subsequent to the date of this agreement; and (2) that Sponsor has timely performed or will timely perform all acts that would have been or would still be required of the Sponsor had the assurances of this paragraph been applicable at the times identified in this paragraph.

C. The obligation of the United States under any part of this agreement to share in the allowable costs incurred by the Sponsor under this paragraph shall be subject to all the pertinent and applicable provisions, limitations, and conditions contained in the laws and regulations of the United States.

D. It is understood and agreed by and between the parties hereto that the United States shall not make nor be obligated to make any payment hereunder for land acquisition, or reimbursement for land acquisition, until the Sponsor has complied with the requirements of this condition.
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 herein-after provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Airport and Airway Development Act of 1970, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
WESTERN REGION

By. ......................................................
(TITLE)

Chief, Airport District Office, SFO-600

Part II-Acceptance

The County of Mariposa, California does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this...10th........day of.........May..............., 1977.

COUNTY OF MARIPosa, CALIFORNIA...........
(Name of Sponsor)

(SEAL)

Attest: ..................................................
ELLEN BRONSON, County Clerk &
Title: ex officio Clerk of the Board

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Neil B. Van Winkle..........., acting as Attorney for County of Mariposa
(herewith referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California.........., and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at.........Mariposa............this...10th. day of.........May............., 1977.

...........................
NEIL B. VAN WINKLE
Title ............County Counsel