DEPARTMENT: Public Works/Airport

RECOMMENDED ACTION AND JUSTIFICATION:

Approve Budget Action establishing Capital Improvement Fund #572 for the purpose of tracking revenue and expenditures for the next phase of Airport improvements, which are being funded by a $450,000 grant from the FAA, 5% matching funds from the State and a 5% match by the County.

The County has a signed grant agreement with the Federal Aviation Administration (FAA) in the amount of $450,000 for developing a fire suppression system and improving lighting at the Mariposa/Yosemite Airport. We recently advertised for bids to drill a new well at the airport, which will be the first step in developing the fire suppression system. In the Fiscal Year 2004-05 adopted budget there is not a fund set up for this project, so we are requesting approval to add it at this time. We want to keep this phase of airport improvements separate from Fund #560 in order to maintain a clear audit trail of revenue and expenses for this project. (Fund #560 still has some appropriations remaining in it to take care of the pending settlement with Agee Construction.)

The application for the 5% matching funds from the State Department of Transportation has been submitted and is pending at this time. We were awarded State matching funds on the last phase of airport improvement projects and do not anticipate any difficulty in receiving them again. As was mentioned at the Board meeting of August 10, 2004, the County has the option of providing its 5% matching contribution of $25,000 through engineering staff time. Public Works would return to the Board at a later date if we decide to ask for funding from the General Fund Contingency for the County's 5% match.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approved accepting the FAA Grant on August 19, 2003, Res. No. 03-306. On August 10, 2004 the Board authorized filing a request with the California Department of Transportation for the 5% matching State funds, Res. No. 04-375.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not authorize the requested action, which would cause a delay in starting the project.

Financial Impact? (X) Yes ( ) No Current FY Cost: $475,000
Budgeted In Current FY? (X) Yes ( ) No ( ) Partially Funded
Amount in Budget: $ -0-
Additional Funding Needed: $ 475,000
Source: FAA, Caltrans
Internal Transfer
Unanticipated Revenue (X) 4/5's vote
Transfer Between Funds
Contingency
( ) General ( ) Other

List Attachments, number pages consecutively
1. FAA letter acknowledging receipt of Grant
2. FAA Grant Agreement
3. Budget Action Form

Revised Dec. 2002
The foregoing instrument is a correct copy of the original on file in this office.

Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

By: ________________________________
Deputy

COUNTY ADMINISTRATIVE OFFICER:
Re: Requested Action Recommended
No Opinion
Comments:

CAO: ____________________________

Revised Dec. 2002
September 5, 2003

Mr. Michael D. Edwards
Public Works Director
Mariposa County
4639 Ben Hur Road
Mariposa, California 95338

Dear Mr. Edwards:

Airport: Mariposa-Yosemite, CA; AIP Project No. 3-06-0147-05; Contract No. DTFA08-03-C-31342; Grant Agreement

This acknowledges receipt of the executed Grant Agreement for the subject project.

Sincerely,

Andrew M. Richards
Manager, Airports District Office
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
GRANT AGREEMENT

Part 1 - Offer

Date of Offer: AUG 04 2003

Mariposa-Yosemite Airport/Planning Area

Project No. 3-06-0147-05

Contract No. DTFA08-03-C-31342

TO: County of Mariposa
(herin 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 March 28, 2003, for a grant of Federal funds for a project at or associated with the Mariposa-Yosemite Airport/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 Airport or Planning Area (herin called the "Project") consisting of the following:

- Install fire fighting suppression system (waterline & fire hydrants); install apron lighting;
- rehabilitate rotating beacon

all as more particularly described in the Project Application.
NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, 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 percent of the allowable project costs.

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

**Conditions**

1. The maximum obligation of the United States payable under this offer shall be $450,000.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

   - **$0.00** for planning
   - **$450,000.00** for airport development or noise program implementation.

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.

3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before August 29, 2003, or such subsequent date as may be prescribed in writing by the FAA.

7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **Buy American Requirement.** Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant.

10. It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted upon the basis of preliminary plans and specifications; and the parties agree that within 180 days from the date of acceptance of this Grant Offer, the Sponsor shall furnish final plans and specifications to the FAA, that no construction work will be commenced hereunder, and that no contract will be awarded for the accomplishment of
such work until the said final plans and specifications have been approved by the FAA; and the parties do further agree that any reference made in this Grant Offer or in the aforesaid Application to plans and specifications shall be considered as having reference to said plans and specifications as approved.

11. The sponsor agrees to request cash draw downs on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.

12. 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. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

13. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States. As stated in Condition No. 1 of this Grant Offer:

a. may not be increase for a planning project.

b. may be increased by not more than 15 percent for development projects;

c. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
WESTERN-PACIFIC REGION

[Signature]
Dan Morse
Acting Manager, Airports District Office

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 27th day of August, 2003.

[SEAL]

County of Mariposa
(NAME OF SPONSOR)

By [Signature]
(SPONSOR'S DESIGNATED OFFICIAL REPRESENTATIVE)
Title [Title]

Attest: [Signature]
Deputy Clerk of the Board

CERTIFICATE OF SPONSOR'S ATTORNEY

Jeffrey Green, 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 Mariposa County this 10th day of August, 2003.

Jeffrey [Signature]
SIGNATURE OF SPONSOR'S ATTORNEY
## BUDGET ACTION FORM

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<tr>
<th>FUND</th>
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<th>ACCOUNT</th>
<th>DESCRIPTION</th>
<th>PROJECT</th>
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<td>572</td>
<td>1372</td>
<td>305-4005</td>
<td>State Matching Revenue</td>
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<td>1372</td>
<td>306-6201</td>
<td>FAA Grant Revenue</td>
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<td>(450,000)</td>
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<td>572</td>
<td>1372</td>
<td>842-0620</td>
<td>Airport Improvements</td>
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**TRANSFER BETWEEN FUNDS**

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<th>DESCRIPTION</th>
<th>PROJECT</th>
<th>INCREASE</th>
<th>DECREASE</th>
</tr>
</thead>
</table>

**TOTAL**

| 001  | 0104     | 414-1090 | GENERAL CONTINGENCY |         | 0        | 0        |

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**ACTION REQUESTED:** (Check all that apply)

- [X] Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

- [ ] Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

**JUSTIFICATION:** To establish Fund #572 in the budget for Airport fire suppression and lighting project.

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**DEPT HEAD SIGNATURE**

**DATE**

11/02/04

**APPROVED BY RES NO.**

**CLERK**

**DATE**

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572 Airport Fire Suppression/Lighting

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**AUDITOR'S USE ONLY**

BA#