



RESOLUTION No. 15-088

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION AUTHORIZING ACCEPTANCE OF A CALTRANS
DIVISION OF AERONAUTICS MATCHING AIRPORT
IMPROVEMENT PROGRAM (AIP) GRANT TO DESIGN AND
ENGINEER A NEW PERIMETER FENCE AND GATE SYSTEM
FOR THE NEVADA COUNTY AIRPORT**

WHEREAS, Board of Supervisors Resolution 15-029 authorized application for a CALTRANS Division of Aeronautics matching AIP grant in the amount of \$5,625 for the design and engineering of a new perimeter fence for the Nevada County Airport; and

WHEREAS, an application for a CALTRANS Division of Aeronautics matching AIP grant was submitted on February 3, 2015; and

WHEREAS, CALTRANS Division of Aeronautics approved the grant request in the amount of \$5,625.

NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors hereby:

1. Accepts CALTRANS Division of Aeronautics matching AIP grant in the amount of \$5,625 for airport perimeter fence and gate system design and engineering for use during the period February 24, 2015 through June 30, 2015.
2. Authorizes the Chair of the Board to execute all grant acceptance documents on behalf of Nevada County.

When received, funds will be deposited in 4116910042741000/446800.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of February, 2015, by the following vote of said Board:

Ayes: Supervisors Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: Nathan H. Beason.

Abstain: None.

ATTEST:

DONNA LANDI
Clerk of the Board of Supervisors

By: _____

Donna Landi

Edward C. Scofield

Edward C. Scofield, Chair

2/24/2015 cc: Airport*
AC*(hold)

3/20/2015 cc: Airport*
AC*(release)

**CALIFORNIA AID TO AIRPORTS PROGRAM
GRANT AGREEMENT - FEDERAL AIRPORT IMPROVEMENT PROGRAM MATCHING FUNDS**

THIS AGREEMENT, MADE AND ENTERED INTO ON THIS February 23, 2014 BY AND BETWEEN THE STATE OF CALIFORNIA, Department of Transportation, hereinafter referred to as "STATE," AND THE County of Nevada, a political subdivision of the State of California, hereinafter referred to as "PUBLIC ENTITY."

SECTION I

1. **WHEREAS**, Section 21683.1 of the California Public Utilities Code authorizes the California Transportation Commission to allocate funds for a portion of the match for Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants to certain airports upon the recommendations of the Department and pursuant to Department regulations set forth in Title 21, Chapter 2.5, Subchapter 4, Sections 4050, et seq., of the California Code of Regulations; and
2. **WHEREAS**, pursuant to the above authority, the California Transportation Commission allocated a maximum amount of \$5,625 from the Aeronautics Account in the State Transportation Funds by **Resolution FDOA-2014-05 dated December 10, 2014**, the terms of which are made an express part of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter expressed, the parties agree as follows:

SECTION II

1. **PUBLIC ENTITY** shall perform or contract for all work necessary to complete the following described airport improvement(s) hereinafter referred to as "**IMPROVEMENT:**"

**Airport: Nevada County
Federal AIP Grant No.: 3-06-0095-16-2014
Detailed Project Description: Install Perimeter Fencing (design)**

Items in AIP Grant that are **ineligible** for State Funding:

Total Federal AIP Grant	\$112,500
Less cost of ineligible items	\$0
Total amount of AIP Grant eligible for State Matching	\$112,500
MAXIMUM STATE PARTICIPATION: (5% of eligible items in AIP Grant)	\$5,625

2. **PUBLIC ENTITY** shall comply with all special conditions set forth in the Funding Resolution issued by the California Transportation Commission.

3. **PUBLIC ENTITY** shall deposit all monies received from **STATE** for **IMPROVEMENT** in the Nevada County Account within the **PUBLIC ENTITY's** Special Aviation Fund in accordance with Public Utilities Code Section 21684.
4. **PUBLIC ENTITY** shall allow authorized **STATE** representatives to inspect the work being performed at any time during construction of **IMPROVEMENT**.
5. **PUBLIC ENTITY** agrees to retain all books, records, and accounts relating to this Grant Agreement for a minimum of three (3) years from the date of final payment to **PUBLIC ENTITY** after completion of **IMPROVEMENT**, and shall make these documents available for examination by **STATE** upon request.
6. **PUBLIC ENTITY** shall comply with all applicable **STATE** laws and regulations.
7. **PUBLIC ENTITY** shall indemnify and hold harmless the **CALIFORNIA TRANSPORTATION COMMISSION** and the **STATE** and all officials and employees thereof from all claims, suits or actions of every kind, brought for, or on account of, any damage or liability occurring by reason of, or resulting from: anything done or omitted to be done by **PUBLIC ENTITY** under this Grant Agreement; with respect to the construction, operation and maintenance of the **IMPROVEMENT** any act or omission by the **PUBLIC ENTITY's** Contractor or agents during the process of constructing, operating or maintaining the **IMPROVEMENT**. **PUBLIC ENTITY's** duty to indemnify and save harmless shall include the duty to defend, as set forth in Section 2778 of the Civil Code.

SECTION III

1. **STATE** shall disburse the **STATE's** share of the project cost up to \$5,625 not to exceed five percent (5%) of payments received by the **PUBLIC ENTITY** from FAA, in the manner described in paragraph 2 of this section. However, in no event shall the total **STATE** disbursement exceed the sum of \$5,625 unless authorized by supplemental allocation from the California Transportation Commission and an amendment to this Agreement.
2. Upon receipt of request for payment by **PUBLIC ENTITY**, **STATE** agrees to make payments by one of the following methods:
 - (a) **PUBLIC ENTITY** may, no more often than monthly in arrears, submit certifications of the percentage of the work then completed, multiplied by 90 percent of the sum identified in paragraph 1 of this section along with a copy of invoice to the FAA; or
 - (b) **PUBLIC ENTITY** may submit copies of Contractor's invoices for materials and services delivered as a lump-sum payment request after construction of **IMPROVEMENT** has been completed, along with a copy of the corresponding invoice sent to the FAA.
3. Regardless of the number of progress payments submitted, 10 percent of the **STATE's** share indicated in paragraph 1 of this section shall be retained by **STATE** until final receipt of documentation acknowledging completion an acceptance of **IMPROVEMENT** by **PUBLIC ENTITY**.
4. **PUBLIC ENTITY** shall refund to **STATE** any portion of the **STATE** funding share not expended to complete **IMPROVEMENT**.
5. After the project has been completed and accepted by the FAA. **STATE** will pay the 10% balance of the withheld **STATE** funds to **PUBLIC ENTITY**.

PUBLIC ENTITY'S ACCEPTANCE

County of Nevada

By: Edward C. Scofield

Title: Edward C. Scofield, Chair

Date: 01/24/15

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Division of Aeronautics

By: Gary Cathey
GARY CATHEY, Chief

Date: 6 Mar 15

I hereby certify that allocated funds are available for the period and purpose of the expenditure stated above.

By: Berna Jale
Aviation Funding Specialist

Date: 3/4/15