

DEPARTMENT OF TRANSPORTATION

DIVISION OF AERONAUTICS

1120 N STREET, SUITE 3300

P.O. BOX 942874, MS-40

SACRAMENTO, CA 94274-0001

PHONE (916) 654-4959

FAX (916) 653-9531

TTY 711

www.dot.ca.gov

*Making Conservation
a California Way of Life.*

September 29, 2017

Mr. Lee Ocker, Airport Manager
County of Nevada
950 Maidu Avenue
Nevada City, CA 95959

Dear Mr. Ocker:

We are pleased to inform you that, acting on the authority of the California Transportation Commission, with the approval of the California Department of Transportation (Caltrans), \$52,180 in State Aeronautics funds have been allocated to the County of Nevada. These funds are intended as a portion of the match for your Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant No. 3-06-0095-019 at the Nevada County Airport. The project includes:

Install perimeter fencing not required by 49 CFR 1542

Enclosed are four copies of the California Aid to Airports Program Grant Agreement-Federal AIP Matching Funds. **Please have the authorized official sign and return to Caltrans three copies of the Grant Agreement, each with original signatures.** A fully-executed copy of the Grant Agreement will be returned to you.

Please note that progress payments can be made. To request a progress payment from Caltrans, please submit a copy of the FAA payment request(s) and proof of subsequent payment. For all progress payments, a retention amount of ten percent will be withheld. Final payment (and any retention withheld) will be made after the project has been completed and the FAA has approved the final payment.

If you have any questions or if we may be of further assistance, please contact Shannon Montano at (916) 654-4718 or by email at shannon.montano@dot.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tarek Tabshouri", is written over the printed name.

for Tarek Tabshouri, Office Chief
Office of Technical Services and Programs

Enclosures

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

THIS AGREEMENT, MADE AND ENTERED INTO ON THIS 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 **\$52,180** from the Aeronautics Account in the State Transportation Fund by **Resolution FDOA-2018-02 dated August 17, 2017**, 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.: 3-06-0095-019

Detailed Project Description: Install perimeter fencing not required by 49 CFR 1542

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

Total Federal AIP Grant	\$1,043,595
Less cost of ineligible items	

Total amount of AIP Grant eligible for State Matching	\$1,043,595
---	-------------

MAXIMUM STATE PARTICIPATION: (5% of eligible items in AIP Grant)	\$52,180
---	----------

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 \$52,180 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 \$52,180 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 and 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: _____

Title: _____

Date: _____

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Division of Aeronautics

By: _____ Date: _____

GARY CATHEY, Chief

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

By: _____ Date: _____

Aviation Funding Specialist