

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: Transportation
 Dept. Contact: Tim Prudhel
 Phone: x5974
 Department Head
 Signature: *Tim C. Prudhel*
 Tim C. Prudhel
 Contract Services Officer

CONTRACTOR:

Name: State of California-Caltrans
 Address: _____
 Phone: _____

JAMES R. BROWN
 COUNTY COUNSEL

CONTRACTING DEPARTMENT: Transportation

Caltrans Application for State Matching Funds and CA Aid to Airports

Service Requested: Certification.

Contract Term: FFY 08/09

Contract Amount: \$9,601.00

Compliance with Human Resources Requirements? Yes: _____

N/A

No: _____

Compliance verified by: N/A-Caltrans Application

COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: *Jim* Disapproved: _____ Date: *6/26/08* By: *Justin Beck*
 Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT
 DATE *6/23/08*
 ATTORNEY *MBH B*
 DEPT/INDEX NO. *306500*
 BY: *MBH*

Please return directly to DOT.

Index Code: <u>306500</u>	User Code: <u>25000A</u>
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RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

RISK MANAGEMENT REVIEW NOT REQUIRED

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract).

Department(s): _____

Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

DOT

PLEASE PRINT OR TYPE AND COMPLETE ALL ITEMS

PART I. AIRPORT INFORMATION

PUBLIC ENTITY County of El Dorado	AIRPORT NAME Placerville Municipal Airport	PERMIT NO. ED-1
CONTACT NAME Dave Nicolls	TITLE Airport Operations	
BUSINESS ADDRESS 360 Fair Lane, Placerville, California 95667		BUSINESS PHONE (530) 622-0459

PART II. PROJECT INFORMATION

DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Attach Additional Sheets if Necessary	FEDERAL FUNDS	\$ 384,049
Install Weather Reporting Equipment (Install AWOS III) Rehabilitate Runway 5-23 Lighting, Phase II	APPLICANT FUNDS	\$ 10,612
	STATE * FUNDS	\$ 9,601
	TOTAL COST OF PROJECT	\$ 404,262
	*Maximum 5% of Federal Funds	

PART III. ADDITIONAL DOCUMENTS

Pursuant to Public Utilities Code Sections 21681-21684 and Section 4064 of the CAAP Regulations, please submit the following documents with this application:

- Local government approval (*resolution or minute order*) authorizing this application.
- Completed Certification of Airport Eligibility for CAAP funds (Form DOA-0007) if not submitted earlier for this fiscal year.
- Documentation evidencing full compliance with CEQA and State CEQA Guidelines: (Not Applicable)
 - State Clearinghouse No. SCH # _____ or Categorical Exemption Class No. _____
- Application for Amended Airport Permit (Form DOA-0103) or Airport Site Approval Permit (Form DOA-0100), if required.
- Layout Plan showing project location(s) and dimensions.
- FAA Grant (with FAA and sponsor signatures),
- Additional documentation may be required if items in the FAA AIP are not eligible for CAAP funding.

PART IV. AUTHORIZATION

AUTHORIZED OFFICIAL'S SIGNATURE	TITLE Director of Transportation
PRINT NAME Richard W. Shepard, P.E.	DATE

SEND COMPLETED APPLICATION AND ALL REQUIRED DOCUMENTS TO:

CALIFORNIA DEPARTMENT OF TRANSPORTATION
AERONAUTICS PROGRAM – MS #40
 P.O. BOX 942874
 SACRAMENTO, CA 94274-0001

PART I. CERTIFICATION OF AIRPORT ELIGIBILITY FOR CALIFORNIA AID TO AIRPORTS PROGRAM (CAAP) FUNDS

I am authorized by County of El Dorado (Public Entity)

and hereby certify that Placerville Municipal Airport (Airport Name)
ED-1 (Permit Number) for the fiscal year of 2008/09, meets the eligibility requirements of, and will be operated and maintained in accordance with Article 4, Sections 21680 through 21691 of the California Public Utilities Code and the CAAP Regulations found in Title 21 of the California Administrative Code, Chapter 2.5, Subchapter 4.

1. This airport is owned and operated by the above-listed Public Entity (CAAP Regulations 4056).
2. The Public Entity has control over airport operations under rules, regulations, or operating procedures adopted by Ordinance # 18 dated 11-90.
3. Required approach surfaces to all usable runways are in accordance with the provisions of CAAP Regulation 4058.
4. The above airport has been designated by the Federal Aviation Administration as General Aviation (Select One: Reliever, Commercial Service, General Aviation, or NonNPIAS) [PUC21682(b)].
5. Current Airport Master Plan Dated January 2007
 Current Airport Layout Plan Dated January 10, 2007

SIGNATURE	PRINT NAME Richard W. Shepard, P.E.	TITLE Director of Transportation
BUSINESS ADDRESS 2850 Fairlane Court, Placerville, CA 95667	BUSINESS PHONE (530) 621-5981	DATE

PART II. FINANCIAL CERTIFICATION

I hereby certify that a SPECIAL AVIATION FUND has been established and will be maintained with a separate account for said airport in accordance with Public Utilities Code Section 21684. Disbursements from this account will only be made in accordance with Public Utilities Code Section 21681 and the CAAP Regulations.
 Airport operates under an AIRPORT ENTERPRISE FUND Yes / No: Yes (if yes, name of fund and date established)
 Name of fund: Placerville Airport Enterprise Fund date fund established: June 27, 1972

SIGNATURE (Finance Officer)	PRINT NAME Diana Buckley	TITLE Deputy Director of Administration
BUSINESS ADDRESS 2850 Fairlane Court, Placerville, CA 95667	BUSINESS PHONE (530) 621-5972	DATE

FOR AERONAUTICS USE ONLY:

VERIFIED BY:	DATE:
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SEND COMPLETED ORIGINAL CERTIFICATION TO:

**CALIFORNIA DEPARTMENT OF TRANSPORTATION
 AERONAUTICS PROGRAM – MS #40
 P.O. BOX 942873
 SACRAMENTO, CA 94273-0001**



GRANT AGREEMENT

U. S. Department of Transportation
Federal Aviation Administration

Date of Offer: May 22, 2008

Recipient: County of El Dorado

Project Number: 3-06-0188-12

Airport: Placerville

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, Ninety-five percent (95.00%) of the allowable costs incurred in accomplishing the project consisting of the following:

"Rehabilitate the medium intensity runway lighting (MIRL) and to install an automated weather observing system (AWOS)"

as more particularly described in the Project Application dated May 15, 2008.

The maximum obligation of the United States payable under this Offer shall be **\$384,049.00** for airport development.

This offer is made in accordance with and for the purpose of carrying out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION


Acting Manager, San Francisco Airports District Office

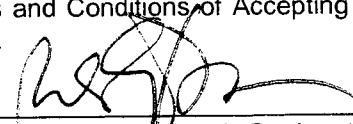
SPECIAL CONDITIONS

The Sponsor agrees to comply with the Special Conditions as described in Attachment A

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein, the Project Application, and in the May 2007 "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on 6-17-08.

Executed this 17th day of JUNE, 2008

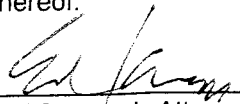

Signature of Sponsor's Designated Official Representative

Chairman Board of Supervisors
Title

(Seal)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, EDUARDO L. KNAP, 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 California. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. 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.


Signature of Sponsor's Attorney

Executed this 17th day of June, 2008

ATTEST: CINDY KEESE, Clerk
of the Board of Supervisors

By  DEPUTY

ATTACHMENT A
GRANT SPECIAL CONDITIONS

Project Number: 3-06-0188-12

Airport: Placerville

1. The sponsor agrees to request cash drawdowns 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.
2. Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.
3. 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.
4. **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.
5. 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 increased 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.
6. The Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment and check the facility prior to its commissioning to assure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable, and mark and light the runway, as appropriate. The Federal Aviation Administration will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.
7. The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:

Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.

Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
8. Please note that this grant offer may be funded all or in part with funds from the Small Airport Fund.
9. **TRAFFICKING IN PERSONS:**
 - a. **Provisions applicable to a recipient that is a private entity.**
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect:

- ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

- 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
- 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).