

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

**THIS AGREEMENT, MADE AND ENTERED INTO ON THIS September 14, 2016 BY AND BETWEEN THE STATE OF CALIFORNIA, Department of Transportation, hereinafter referred to as "STATE," AND THE County of El Dorado, 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 **\$2,925** from the Aeronautics Account in the State Transportation Funds by **Resolution FDOA-2015-11 dated June 29, 2016**, 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: Placerville  
Federal AIP Grant No.: 3-06-0188-018-2016  
Detailed Project Description: Design Phase 1 Rehabilitate Taxiway A Lighting**

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

Total Federal AIP Grant	\$58,500
Less cost of ineligible items	

Total amount of AIP Grant eligible for State Matching	\$58,500
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MAXIMUM STATE PARTICIPATION: (5% of eligible items in AIP Grant)	\$2,925
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- 2: **PUBLIC ENTITY** shall comply with all special conditions set forth in the Funding Resolution issued by the California Transportation Commission.

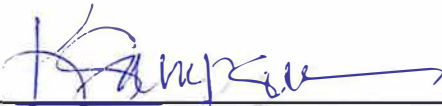
3. **PUBLIC ENTITY** shall deposit all monies received from **STATE** for **IMPROVEMENT** in the Placerville Account within the **PUBLIC ENTITY's** Special Aviation Fund in accordance with Public Utilities Code Section 21684.
4. **PUBLIC ENTITY** shall allow authorized **STATE** representatives to inspect 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 \$2,925 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 \$2,925 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 El Dorado**

By:   
for STEVEN M. PEDRETTI

Title: DIRECTOR, COMMUNITY DEVELOPMENT AGENCY

Date: 9/23/16

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**Division of Aeronautics**

By:   
for GARY CATHEY, Chief

Date: 10/6/16

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

By:   
Aviation Funding Specialist

Date: 10/5/16



COUNTY OF EL DORADO  
COMMUNITY DEVELOPMENT AGENCY  
OFFICE OF THE DIRECTOR

INTEROFFICE MEMORANDUM

Date: September 19, 2016

To: Don Ashton, Chief Administrative Officer  
Joe Harn, Auditor/Controller

From: Steve Pedretti, Director

Subject: Delegation of Signature Authority for Thursday and Friday, September 22 and September 23, and on Tuesday through Friday, September 27 through September 30, 2016

I will be out of the office on Thursday and Friday of this week, September 22 and September 23, and again next week on Tuesday through Friday, September 27 through September 30, 2016. During my absence, I am delegating my signature authority to Kate Sampson, Assistant Director, Administration & Finance Division.

A handwritten signature in cursive script, appearing to read "K. Sampson", is written over a horizontal line.

Kate Sampson, Assistant Director  
Community Development Agency, Administration & Finance Division

Please call Lauri Stutts at Extension 7593 or Kate Sampson at Extension 4008 should administrative assistance be needed during my absence.

Thank-you,

A handwritten signature in cursive script, appearing to read "Steve M. Pedretti", is written over a horizontal line.

Steve Pedretti, Director  
Community Development Agency

SMP:lks

cc: Community Development Agency, Long Range Planning  
Kate Sampson, Assistant Director, Administration & Finance Division  
Greg Stanton, Director, Environmental Management  
Bard Lower, Director, Transportation  
Roger Trout, Director, Development Services  
Ruth Young, Chief Financial Officer  
Karen Feathers, CAO's Office  
Melanie Young, Auditor/Controller's Office