



# MEMORANDUM

Office of the City Attorney

Legistar No. 040761

Phone: 334-5011/Fax 334-2229

Box 46

**TO:** Mayor and City Commission

**DATE:** December 13, 2004  
RESOLUTION

**FROM:** City Attorney

**SUBJECT:** A resolution of the City of Gainesville, Florida, authorizing acceptance of a grant offer from Department of Transportation, Federal Aviation Administration, and authorizing execution by the Mayor and Clerk of the Commission on behalf of the City of Gainesville; and providing an immediate effective date.

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Recommendation: The City Commission adopt the proposed resolution.

The Gainesville-Alachua County Regional Airport Authority has accepted a Grant Offer from the Federal Aviation Administration (FAA) for airport improvements through Hurricane Grant No. 12-0028-E1-2005, as more fully described in the application and Program Narrative, a copy of which is on file in the City Attorney's Office.

The Grant Offer provides for funding of repairs to the "Airport Access Road, Hangar Door, and Airline Terminal Roof," which repairs are necessitated by damage attributable to recent hurricanes. The Grant Offer will reimburse 100% of the allowable costs incurred in accomplishing the repairs.

For the purpose of receiving Federal Grant funds, the FAA requires that the City of Gainesville and the Gainesville-Alachua County Regional Airport Authority both approve the Grant Offer. The Gainesville-Alachua County Regional Airport Authority approved the Grant Offer on November 18, 2004, and has requested that the City of Gainesville also approve said Grant Offer.

Prepared by:

  
Charles L. Hauck, Sr. Assistant City Attorney

Approved and  
Submitted by:

  
Marion J. Radson, City Attorney

MJR:CLH:sw



1 under Hurricane Grant Number 12-0028-E1-2005 that is to be implemented, constructed,  
2 and operated by the Gainesville-Alachua County Regional Airport Authority in  
3 accordance with Chapter 95-457, Laws of Florida, and that such Grant Agreement shall  
4 be made a part hereof.

5 **Section 2.** The City of Gainesville does hereby ratify and adopt all statements,  
6 representations, warranties, covenants, and agreements contained in the Project  
7 Application, and the assurances which will be contained in said Offer, and by such  
8 acceptance, and in reliance upon the Gainesville-Alachua County Regional Airport  
9 Authority's and its Directors' assurances that it agrees to abide by all of the terms and  
10 conditions of the Grant Agreement, does agree to all of the terms and conditions thereof.

11 **Section 3.** That Pegeen Hanrahan, Mayor, is hereby authorized and directed to  
12 execute the Grant Agreement on behalf of the City of Gainesville and Kurt M. Lannon,  
13 Clerk of the Commission, is hereby authorized and directed to impress the official seal of  
14 the City of Gainesville and to attest said execution.

15 **Section 4.** This resolution shall take effect immediately upon adoption.

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17 **PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, 2004.

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ATTEST:

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\_\_\_\_\_  
KURT M. LANNON  
CLERK OF THE COMMISSION

\_\_\_\_\_  
PEGEEN HANRAHAN  
MAYOR

Approved as to form and legality

\_\_\_\_\_  
MARION J. RADSON  
CITY ATTORNEY



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

1 2 2004

**ORLANDO AIRPORTS DISTRICT OFFICE**

5950 Hazeltine National Dr., Suite 400  
Orlando, Florida 32822-5024  
Phone: (407) 812-6331 Fax: (407) 812-6978

November 10, 2004

Mr. Richard Crider, A.A.E.  
Director of Aviation  
Gainesville Regional Airport  
3880 N.E. 39<sup>th</sup> Avenue, Suite A  
Gainesville, Florida 326079

Dear Mr. Crider:

RE: Gainesville Regional Airport, Gainesville, Florida  
Hurricane Grant Number 12-0028-E1-2005  
Grant Offer

We are enclosing the original and two copies of a Grant Offer for AIP Project No. 12-0028-E1-2005 for Gainesville Regional Airport, in response to your Application for Federal Assistance dated October 25, 2004. Your acceptance of this Offer will constitute a Grant Agreement by which the government will participate in the allowable costs of the project amounting to \$1,003,216 (Federal share).

Once the authorized official has executed the Agreement and the official's signature has been notarized and sealed/stamped, the attorney for the Gainesville-Alachua County Regional Airport Authority and the City of Gainesville must certify that the Sponsor's acceptance complies with local and state law and constitutes a legal and binding obligation on the part of the Sponsor. Please note that the Agreement is not legal unless the attorney signs it AFTER the Sponsor.

If the terms of this Offer are satisfactory, please execute the document as soon as possible, but not later than December 15, 2004. To assist us in administrative reporting requirements you are requested to notify this office by faxing the signature page of the grant or by telephoning us immediately upon executing the grant. **The original and one copy of the grant need to be returned to this office.** The remaining copy is for your file.

Please allow approximately 30 days after returning final executed grant to this office before attempting any drawdowns from the letter-of-credit account.

Sincerely,

Bart Vernace  
Acting Manager

3 Enclosures

cc:Roland Luster, FDOT/2



U.S. Department  
of Transportation

Federal Aviation  
Administration

**GRANT AGREEMENT  
Part I – Offer**

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Date of Offer: November 10, 2004

Gainesville Regional Airport

Project No. 12-0028-E1-2005

TO: Gainesville-Alachua County Regional Airport Authority  
(herein 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 October 25, 2004, for a grant of Federal funds for a project at or associated with the Gainesville Regional Airport, 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 (herein called the "Project") consisting of the following:

"Repair Airport Access Road, Hangar Door, and Airline Terminal Roof."

all as more particularly described in the Project Application.

**NOW THEREFORE**, pursuant to and for the purpose of carrying out the provisions of Public Law 107-117, herein called "the Act", and in consideration of (a) the Sponsor's 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, 100 per centum thereof.

This 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 \$1,003,216.
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. For the purposes of this grant, allowable costs will be reduced by any amount for which the Sponsor receives funds from another entity for the facility, including but not limited to, another Federal agency, insurance company, or state and local entities. 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. In the event the Sponsor receives funds from another Federal agency, insurance company or other entity for this project, it shall promptly notify the FAA.

5. 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.

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

7. 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 December 15, 2004, or such subsequent date as may be prescribed in writing by the FAA.

8. 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 dispersed 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.

9. 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.

10. It is hereby understood and agreed that:

a. The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- Rehabilitation Act of 1973 - 29 U.S.C. 794.
- Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 - Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs.
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- Executive Order 12898 - Environmental Justice
- 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.
- 49 CFR Part 20 - New restrictions on lobbying.
- 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- 49 CFR Part 24 - Uniform relocation assistance and real property

- acquisition for Federal and federally assisted programs.
- 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.<sup>1</sup>
- 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace(grants).
- 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.
- OMB Circular A-87 - Cost Principles Applicable to Grants and Contracts with State And Local Governments.
- OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations

b. The Sponsor assures that It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

c. The Sponsor agrees it will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

d. The Sponsor agrees it shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

e. The Sponsor agrees it shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

f. The Sponsor agrees it will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property

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

Bart Vernace  
Bart Vernace  
Acting Manager

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 18th day of November, 2004 .

Gainesville-Alachua County  
Regional Airport Authority

(Name of Sponsor)

(SEAL)

By [Signature]  
(Sponsor's Designated Official Representative)

Title Chief Executive Officer

Attest: [Signature]  
Title: Manager, Administration & Communications

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Donald W. Stanley, Jr., 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 FL. 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 and 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 Gainesville, FL this 18th day of Nov, 2004.

By [Signature]  
Signature of Sponsor's Attorney

Title Attorney for the Authority



Part II – Acceptance (City)

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 \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
(Name of Sponsor)

(SEAL)

By \_\_\_\_\_  
(Sponsor's Designated Official Representative)

Title \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, 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 \_\_\_\_\_. 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 and 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 \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

By \_\_\_\_\_  
Signature of Sponsor's Attorney

Title \_\_\_\_\_

**GAINESVILLE REGIONAL**  
**AIRPORT**

November 19, 2004

Mayor and City Commissioners  
City Manager  
City Attorney  
City of Gainesville  
200 E. University Avenue  
Gainesville, FL 32602

Re: Resolution Accepting Grant Offer from  
Department of Transportation  
Federal Aviation Administration  
in the Amount Not to Exceed \$1,003,216.00  
Hurricane Grant No. 12-0028-E1-2005

Ladies and Gentlemen,

The Gainesville - Alachua County Regional Airport Authority (GACRAA) has submitted a Project Application to the Department of Transportation, Federal Aviation Administration (FAA) for improvements at Gainesville Regional Airport. The FAA has provided Grant Offer number 12-0028-E1-2005 to reimburse the Airport for the repairs of an airport access road, hangar door and airline terminal roof damage caused by recent hurricanes.

On November 18, 2004, GACRAA will consider Resolution 05-005 approving the acceptance of a grant offer of \$1,003,216.00 the authorization to execute the grant agreement, and the submission of the grant offer to the City of Gainesville for approval.

I have reviewed with legal counsel the statements, representations, warranties, covenants and agreements contained in the attached application and the master assurances, which will be made a part of the Grant Agreement in the Offer to the Gainesville - Alachua County Regional Airport Authority in connection with a Grant Offer by the United States Government in the amount of \$1,003,216.00.

Based upon my review and that of legal counsel, I can represent to you that the said statements, representations, warranties, covenants and agreements contained in the application are true and correct, and that the Authority is not in default of any covenants or agreements referenced therein. I can further represent that the Authority shall comply

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with all of the assurances that will be made a part of the Grant Offer. You may rely on this letter in adopting your Resolution and in ratifying and adopting all statements, representations, warranties, covenants and agreements contained in the Project Application and in executing this Grant Agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Crider', written in a cursive style.

Richard Crider, A.A.E.  
Chief Executive Officer

