



MEMORANDUM

Office of the City Attorney

Legistar No. 002757

Phone: 334-5011/Fax 334-2229
Box 46

TO: Mayor and City Commission

DATE: May 20, 2002
RESOLUTION

FROM: City Attorney

SUBJECT: Airport Grant

A resolution of the City of Gainesville, Florida, accepting 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.

Recommendation: The City Commission adopt the proposed resolution, subject to the approval of the City Attorney as to form and legality.

The Gainesville-Alachua County Regional Airport Authority has requested a Federal grant from the Federal Aviation Administration in the amount of \$298,521.00. The grant is for compensation for a portion of the direct costs associated with new, additional, or revised security requirements imposed on the airport operator by the FAA Administrator on or after September 11, 2001.

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 Offer and the Gainesville-Alachua County Regional Airport Authority has requested that the City of Gainesville approve said Offer.

Prepared by:

Charles L. Hauck,
Sr. Assistant City Attorney

Approved and
Submitted by:

Marion J. Radson,
City Attorney

MJR:CLH:sw

1 Regional Airport under Project No. 3-12-0028-1701 that has been/will be implemented,
2 constructed, and operated by the Gainesville-Alachua County Regional Airport Authority
3 in accordance with Chapter 95-457, Laws of Florida, and that such Grant Agreement
4 shall hereby 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 incorporated material referred to in the said Offer, and by such
8 acceptance, and in reliance upon the Gainesville-Alachua County Regional Airport
9 Authority's assurances that it agrees to abide by all of the terms and conditions of the
10 Grant Agreement, does agree to all of the terms and conditions thereof.

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

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

16 **Passed and adopted this** _____ **day of** _____, 2002.

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THOMAS D. BUSSING
MAYOR

ATTEST:

Approved as to form and legality

KURT M. LANNON
CLERK OF THE COMMISSION

MARION J. RADSON
CITY ATTORNEY



U.S. Department
of Transportation
Federal Aviation
Administration

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

April 1, 2002

Mr. Richard Crider, A.A.E.
Director of Aviation
Gainesville Regional Airport
3400 N.E. 39th Avenue, Suite A
Gainesville, Florida 32609

Dear Mr. Crider:

RE: Gainesville Regional Airport; Gainesville, Florida
AIP No. 3-12-0028-018-2002
Grant Offer

We are enclosing the original and two copies of a Grant Offer for Project No. 3-12-0028-018-2002 for the Gainesville Regional Airport, in response to your Application for Federal Assistance dated January 18, 2002. 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 \$298,521 (Federal share) for Project Application Work Item(s) described in your Application.

Please review Special Conditions one through nine contained in the Grant Offer, and if you have any questions we will be glad to discuss them with you.

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 April 30, 2002. 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 needs to be returned to this office. The remaining copy is for your file. After you expend the money for work included in this grant, please drawdown immediately and notify this office with a signed certification listing the work item(s) and the amount and date of expenditure and drawdown to enable the Federal Aviation Administration to close the project.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Dean Stringer".

W. Dean Stringer
Manager

3 Enclosures

cc: Roland Luster, FDOT/2



U.S. Department
of Transportation

Federal Aviation
Administration

GRANT AGREEMENT
Part I – Offer

Date of Offer: April 1, 2002
Gainesville Regional Airport
Project No. 3-12-0028-018-2002

TO: Gainesville-Alachua County Airport Authority and
City of Gainesville
(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 January 18, 2002, 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:

"Compensation to the sponsor for a portion of the direct costs associated with new, additional, or revised security requirements imposed on the airport operator by the Administrator on or after September 11, 2001" as more particularly described in the Project Application, and protected as sensitive security information under 49 CFR Part 1520.

NOW THEREFORE, pursuant to and for the purpose of carrying out the applicable provisions of Public Law 107-117, providing funds for "grants-in-aid for airports" for reimbursement to airports of direct costs associated with additional or revised security requirements, 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 terms 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 \$298,521.
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 FAA shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs

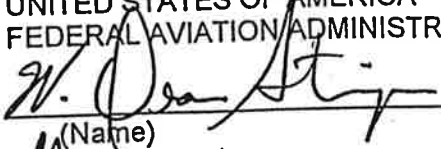
and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. 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 FAA shall prescribe, and agrees to comply with the terms and conditions which are made part of this grant offer.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. 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 April 30, 2002, or such subsequent date as may be prescribed in writing by the FAA.
7. 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 FAA 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 FAA. It shall furnish to the FAA, 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 FAA.
8. The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this grant agreement.
9. 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.
Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
Executive Order 11246 - Equal Employment Opportunity
Executive Order 12898 - Environmental Justice
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 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance.
49 CFR Part 29 - Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
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

- 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, terms and conditions 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 and conditions in the grant agreement without the written approval of the FAA, 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 FAA.
- 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 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 FAA 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 FAA 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.
- g. The Sponsor agrees that none of the costs reimbursed from this agreement can be included in any rates charged to users of the airport and in the event that such costs have been included in rates charged by the airport to users, such rates shall be adjusted to reflect this reimbursement. If rates have been collected, such funds will be refunded to the users of the airport in the same amount as collected.

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 terms 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


(Name)
Manager

(Title)

Part II – Acceptance (Authority)

The Sponsor does hereby ratify and adopt all terms and conditions, 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 (AUTHORITY)

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 Florida 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 _____

Part II – Acceptance (City)

The Sponsor does hereby ratify and adopt all terms and conditions, 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 (CITY)

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 Florida 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 _____

AIRPORT BUSINESS

1. FAA Security Grant Acceptance Resolution 02-005

Following the September 11, 2001 disaster in New York City, Pennsylvania and Washington, DC, the FAA made several Emergency Amendments to the security rules for airports. Many of these were unfounded mandates that caused airports across the nation to revise their budgets to fund the new requirements.

In January 2002, the U.S. Government made an additional \$175 million in Airport Improvement Program (AIP) funding available to cover the increase costs required to bolster airport security. An application for Federal assistance with supplemental cost information was submitted to the Airports District Office (ADO) on January 18, 2002.

A Grant Offer was received from the ADO on April 1, 2002. The Grant Offer of \$298,521 matches the amount contained in the airport's application for federal assistance.

Both GACRAA and the City of Gainesville must accept the Grant Offer. The City of Gainesville will address a resolution accepting the Grant Offer on May 20, 2002.

Recommendation: Motion to approve Resolution 02-005 accepting a Grand Offer from the U.S. Department of Transportation, Federal Aviation Administration in the amount of \$298,521; authorize the execution of same by the appropriate officials on behalf of the Gainesville-Alachua County Regional Airport Authority; and request that the City of Gainesville also approves accepting the Grant Offer.

**RESOLUTION NO. 02-005
EFFECTIVE MAY 16, 2002**

**RESOLUTION ACCEPTING GRANT OFFER FROM DEPARTMENT OF
TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION AND
AUTHORIZING EXECUTION BY THE APPROPRIATE OFFICIALS ON
BEHALF OF THE GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT
AUTHORITY**

WHEREAS, The Gainesville-Alachua County Regional Airport Authority has previously submitted a Project Application to the Department of Transportation, Federal Aviation Administration of the United States of America, for security improvement projects at the Gainesville Regional Airport; and

WHEREAS, the Federal Aviation Administration (FAA) has forwarded a Grant Agreement which constitutes an Offer to the City of Gainesville and the Gainesville-Alachua County Regional Airport Authority to be executed by the appropriate officials which, when so accepted, will constitute a Grant Agreement by which the United States Government will participate in the allowable costs of the project with the Federal Share to be \$ 298,521; and

WHEREAS, 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 accept the Offer and the grant assurances, Gainesville-Alachua County Regional Airport Authority hereby requests that the City of Gainesville accept said Offer.

NOW, THEREFORE,

**THE GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT
AUTHORITY resolves the following:**

Section 1. That the Gainesville-Alachua County Regional Airport Authority shall enter into a Grant Agreement for the purpose of obtaining Federal aid in the development of the Gainesville Regional Airport under Project No. 3-12-0028-018-2002 that is to be implemented, constructed, and operated by the Gainesville-Alachua County Regional Airport Authority in accordance with Chapter 95-457, Laws of Florida, and that such Grant Agreement shall be hereby made a part hereof.

Section 2. The Gainesville-Alachua County Regional Airport Authority does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Offer, and by such acceptance agrees to abide by all of the terms and conditions of the Grant Agreement.

Section 3. That the Director of Aviation for the Gainesville-Alachua County Airport Authority, is hereby authorized and directed to fully execute the said Grant Agreement and all documentation associated with said grant offer on behalf of the Gainesville-Alachua County Regional Airport Authority.

EFFECTIVE this 16th day of May, 2002.

**GAINESVILLE-ALACHUA COUNTY
REGIONAL AIRPORT AUTHORITY**

(SEAL)





Patrick Bainter, Chair

WITNESS:


T. James Gallagher, Secretary/Treasurer

APPROVED AS TO FORM AND LEGALITY

BY: 
Benjamin G. Morris
Attorney for the Authority