



# RESOURCE MANAGEMENT AGENCY COUNTY OF TULARE AGENDA ITEM

## BOARD OF SUPERVISORS

ALLEN ISHIDA  
District One

PETE VANDER POEL  
District Two

PHILLIP A. COX  
District Three

J. STEVEN WORTHLEY  
District Four

MIKE ENNIS  
District Five

**AGENDA DATE:** December 17, 2013

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>

CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010

**SUBJECT:** State Matching Grant for the Sequoia Field Airport Apron and Hanger Taxilane Project

**REQUEST(S):**

That the Board of Supervisors:

1. Approve a State Matching Grant from the California Department of Transportation, Division of Aeronautics, in the amount of \$50,000, to fund the Sequoia Field Airport Apron and Hanger Taxilane Project; and
2. Authorize the Chairman to sign the Grant Agreement, subject to review and approval as to form by County Counsel.

**SUMMARY:**

In 2012, the County applied for Federal Aviation Administration (FAA) funds for the Sequoia Field Airport Apron and Hanger Taxilane Project, which will reconstruct 22,000 square yards of new paving around these areas of the airport. The Board authorized the project to be bid on July 16, 2013 and Granite Construction Company was the low bidder. On August 9, 2013, the Federal grant application, which was for 90% of the construction related costs, was approved. On September 17, 2013 staff applied for \$54,504 in State funding to cover 4.5% of the construction costs. However, due to timing of the grant applications the State could not fund the whole requested amount at this time and provided two options for our purview: 1) delay the project until December 2013 and wait for a possible new allocation of funds by the California Transportation Commission (CTC); or 2) volunteer to reduce the County's funding request to a State imposed maximum limit of \$50,000 per project. Option No. 1 did not provide any guarantee that additional funding would be allocated by the CTC. Staff, with concurrence from the CAO's office, elected to

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Taxilane Project  
**DATE:** December 17, 2013

reduce the grant request to \$50,000, which was approved by the State on October 14, 2013. Staff is requesting acceptance of the California Aeronautics Division Grant by the Board.

This project is part of the Resource Management Agency's recently adopted Capital Improvement Program (CIP project No. 1400-45).

**FISCAL IMPACT/FINANCING:**

The total estimated cost for the project is \$1,211,203. The FAA grant will provide 90% (\$1,090,083) of the construction related costs for this project. The State of California Aeronautics Grant will pay up to \$50,000. The balance of the funding (the County's required match) will be from the Aviation Fund.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

Strategic Initiative: Safety and security includes the goal of improving and maintaining adequate air transportation infrastructure. This project will provide additional improvements to Sequoia Field Airport and maximize its operational capacity for future commercial and private air traffic.

**ADMINISTRATIVE SIGN-OFF:**

**Britt L. Fussel**

Digitally signed by Britt L. Fussel  
DN: cn=Britt L. Fussel, o=RMA,  
email=bfussel@co.tulare.ca.us,  
c=US  
Date: 2013.12.04 08:56:15 -08'00'

**12/4/13**

Britt L. Fussel, P.E.                      Date  
Assistant Director—Public Works  
County Surveyor

BLF:MLB:mb

Cc: Auditor-Controller  
County Counsel  
County Administrative Office (2)

Attachment(s): Attachment A - Vicinity Map  
Attachment B - Grant Agreement

**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF STATE MATCHING )  
GRANT FOR THE SEQUIOA FIELD ) Resolution No. \_\_\_\_\_  
AIRPORT APRON AND HANGER ) Agreement No. \_\_\_\_\_  
TAXILANE PROJECT )

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE BOARD  
OF SUPERVISORS, AT AN OFFICIAL MEETING HELD DECEMBER 17, 2013, BY  
THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

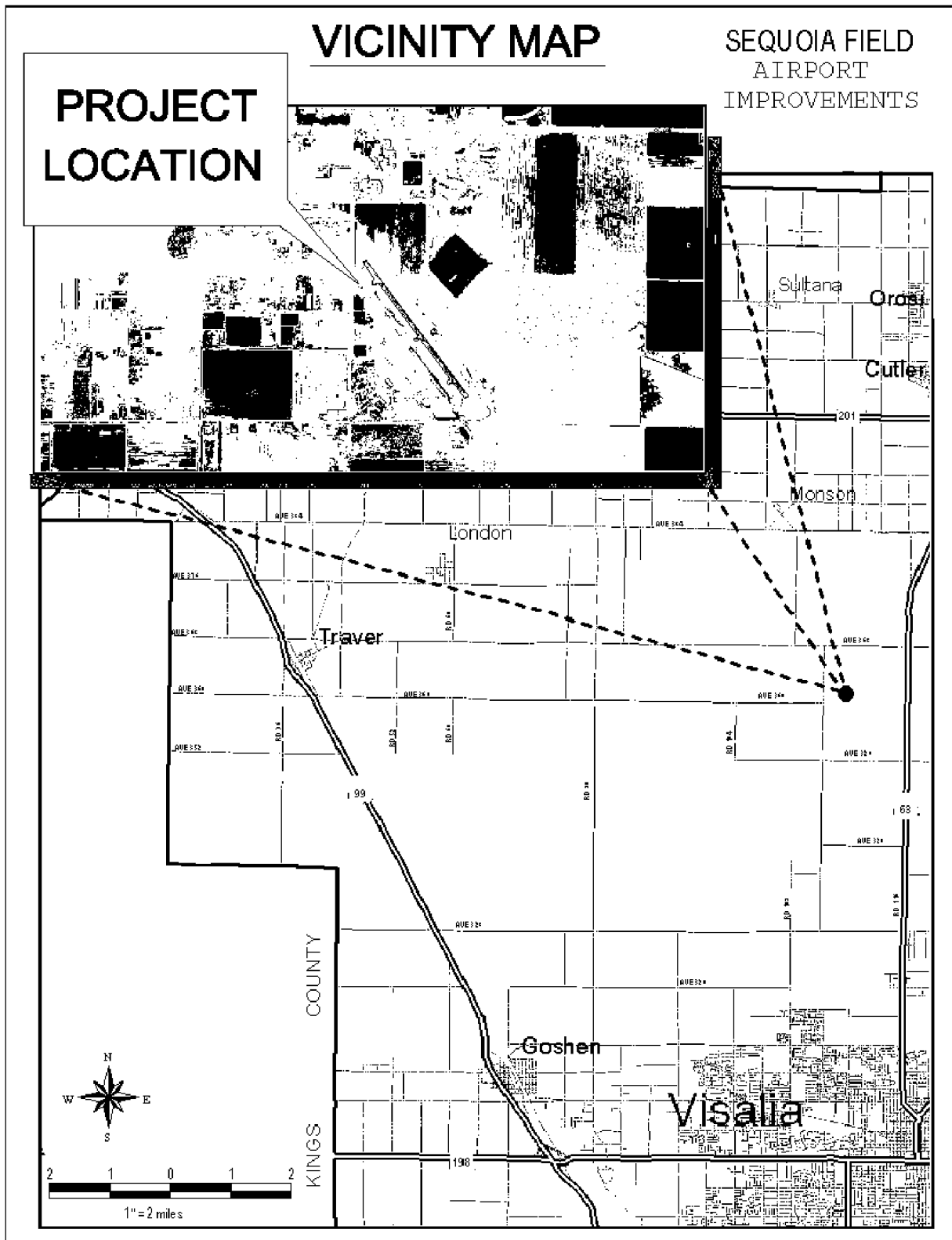
ATTEST: JEAN M. ROUSSEAU  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Deputy Clerk

\* \* \* \* \*

1. Approved a State Matching Grant from the California Department of Transportation, Division of Aeronautics, in the amount of \$50,000, to fund the Sequoia Field Airport Apron and Hanger Taxilane Project; and
2. Authorized the Chairman to sign the Grant Agreement, subject to review and approval as to form by County Counsel.

# ATTACHMENT A



## Attachment B

### Grant Agreement

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

**THIS AGREEMENT, MADE AND ENTERED INTO ON THIS 11th DAY OF OCTOBER, 2013  
BY AND BETWEEN THE STATE OF CALIFORNIA,** Department of Transportation, hereinafter referred  
to as **"STATE," AND THE COUNTY OF TULARE**, 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 **\$50,000** from the Aeronautics Account in the State Transportation Fund by Resolution FDOA 2011-06 dated June 27, 2012, 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: Sequoia (Dinuba)**

**Federal AIP Grant No.: 3-06-0266-006-2013**

**Detailed Project Description: Rehabilitate Apron and Taxilane; Reimbursement for Rotating Beacon**

Items in AIP Grant that are <b>ineligible</b> for State Funding: Matching amount requested voluntarily reduced \$90,083, to a total of \$1,000,000	
Total Federal AIP Grant	\$1,000,000
Total amount of AIP Grant eligible for State Matching	\$1,000,000
MAXIMUM STATE PARTICIPATION: (5% of eligible items in AIP Grant)	\$50,000

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 Sequoia (Dinuba) Airport 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 **\$50,000** not to exceed five percent (5%) of payments received by the **PUBLIC ENTITY** from the FAA, in the manner described in paragraph 2 of this section. However, in no event shall the total **STATE** disbursement exceed the sum of **\$50,000** 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 Tulare**

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

Division of Aeronautics

Division of Aeronautics

By: \_\_\_\_\_

GARY CATHEY, Chief

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Aviation Funding Specialist

Date: \_\_\_\_\_