

City of Carson City
Agenda Report

Item # 3-4

Date Submitted: 12/22/2006

Agenda Date Requested: 1/4/2007

Time Requested: Consent

To: Board of Supervisors

From: Linda Ritter, City Manager

Subject Title: Action to approve an Aviation Trust Fund Grantee's Agreement between Carson City and the Nevada Department of Transportation.

Staff Summary: The State of Nevada has established a Fund for Aviation in order to assist rural airports in achieving the match requirements of Federal Aviation Administration grants. The maximum amount allowed for each applicant is \$50,000. This Agreement will provide \$50,000 for a match against 2 FAA Grants recently awarded for the Carson City Airport.

Type of Action Requested: (check one)
☐ Resolution ☐ Ordinance
☒ Formal Action/Motion ☐ No Action - Report Only

Does This Action Require A Business Impact Statement: ☐ Yes (XX) No

Recommended Board Action: I move to approve an Aviation Trust Fund Grantee's Agreement between Carson City and the Nevada Department of Transportation

Explanation for Recommended Board Action: Carson City serves as the Grantee for FAA Grants for the Carson City Airport, thus, we are the entity that must accept the grant.

Applicable Statue, Code, Policy, Rule or Regulation: None

Fiscal Impact: \$50,000 in grant award

Explanation of Impact: Done as a reimbursement to match requirements of the FAA

Funding Source: n/a

Alternatives: None

Supporting Material: Aviation Trust Fund Grantee's Agreement

Prepared By: Linda Ritter

Reviewed By:

(Department Head)

Melanie Burkett
(District Attorney)

Kevin Johnson
(Finance Director)

Date:

12-26-06

Date:

12-26-06

Date:

12/26/06

Board Action Taken:

Motion:

1)

2)

Aye/Nay

(Vote Recorded By)



STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712

KENNY C. GUINN
Governor

JEFFREY FONTAINE, P.E., Director

In Reply Refer to: 7.02

December 13, 2006

Linda Ritter
City of Carson City
City Hall
201 North Carson Street, # 2
Carson City, NV 89701

RECEIVED

RE: Grant Numbers 3-32-0004-12, and 3-32-0004-13
Carson Airport
Aviation Trust Fund Match

DEC 15 2006

CARSON CITY
EXECUTIVE OFFICES

Dear Linda Ritter,

The Nevada Department of Transportation (NDOT) has thoroughly evaluated the qualifications of the projects that are being funded by the Federal Aviation Administration, in conformance with NRS 494.048 with the City of Carson. City

Enclosed for your review, and approval, is the Aviation Trust Fund Grantee's Agreement. This agreement shall expire and NDOT shall not be obligated to pay any part of the matching funds unless this agreement has been accepted, approved and returned to NDOT, by the City of Carson City, no later than 60 days from the date of this letter.

If you anticipate any difficulties in being able to execute the agreement, or if circumstances change, contact me soon as possible.

If you have any questions, please call me at (775) 888-7354.

Sincerely,

A handwritten signature in black ink that reads "Bill Thompson".

Bill Thompson
Statewide Aviation Planning Coordinator

bthompson@dot.state.nv.us

1471000 - Steve Tackles
fared
R

AVIATION TRUST FUND GRANTEE'S AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2007 by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called DEPARTMENT and the City of Carson City, hereinafter called GRANTEE.

WITNESSETH:

Whereas, the Nevada Legislature appropriated from the State General Fund to the Fund for Aviation, created by NRS 494.048, sum of Five Hundred Thousand and no/100 dollars (\$500,000.00) for enlargement, improvement or maintenance of rural airports, landing areas or air navigation facilities in Nevada; and

WHEREAS, the money appropriated by subsection 1 must be used by rural airports to match money that is available from the Federal Aviation Administration; and

WHEREAS, Nevada Revised Statute (NRS) 494.048 has designated the DEPARTMENT as the agency to administer state funds under this program for matching federal funds at select airports within the state; and

WHEREAS, the purpose of this Agreement is to state the terms, conditions, and mutual understandings of the parties hereto as to the manner in which State funds will be used to match Federal funds to undertake and complete the enhancement of your airport, hereinafter called the PROJECT; and

WHEREAS, before a State match of Federal funds will be made available to the GRANTEE, the GRANTEE and DEPARTMENT shall be required to enter into an agreement whereby the functions of a specific project are identified; and

WHEREAS, the GRANTEE has developed a project proposal that has been approved by the Federal Aviation Administration for funding; and

WHEREAS, the GRANTEE is a county eligible to receive aviation trust fund grant monies:

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

ARTICLE I- GRANTEE AGREES

1. The GRANTEE shall undertake and complete the PROJECT as set forth in Attachment A - Federal Aviation Administration Grant No. 3-32-0004-12, and 3-32-0004-13 attached by reference, filed with and offered by the FAA, accepted by the grantee.

2. The GRANTEE shall be able to provide any portion of the necessary match money for the total cost of the project. The Department processes payments on a reimbursement basis.

3. To submit a signed invoice to the DEPARTMENT for the eligible match for incurred costs along with one copy of substantiating documentation, concurrent with the billing for FAA.

4. To provide a copy of all reports submitted to the Federal Aviation Administration.

ARTICLE II - DEPARTMENT AGREES

1. To reimburse the GRANTEE Fifty thousand and no/100 dollars (\$50,000.00) upon receipt of the signed invoice along with substantiating documentation concurrent with the copy of the billing to FAA.

ARTICLE III - PERFORMANCE

1. The term of this Agreement shall be from the date first written above through and including the 1st day of April 2009 (expiration date of FAA Grant).

ARTICLE IV - TERMINATION

1. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

2. Should this Agreement be terminated by the GRANTEE prior to completion of the PROJECT, the GRANTEE will reimburse the DEPARTMENT for all reimbursements to date up to the point of Agreement termination, and all costs incurred by the DEPARTMENT because of the Agreement termination.

3. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved party, showing the declared default or breach has been corrected. Such correspondence shall be deemed to have been served on the date of postmark.

4. In the event of the GRANTEE's breach of the Agreement, all costs and charges incurred by the DEPARTMENT, together with the costs of completing the PROJECT under this Agreement, shall be deducted from any money due or which may become due to said GRANTEE. In case expenses exceed the sum which would have been payable under this Agreement, then the GRANTEE shall be liable and shall pay to the DEPARTMENT the amount of said excess.

5. Whenever the PROJECT contemplated and covered by this Agreement has been completely performed on the part of the GRANTEE, and all monies have been spent, according to this Agreement, and the final payment made, this Agreement shall be terminated by the DEPARTMENT.

ARTICLE V - MISCELLANEOUS PROVISIONS

1. The GRANTEE will comply with all FAA required drug free work place regulations, and drug and alcohol testing regulations, as appropriate.

2. In the event that at the time of the expiration and/or termination of the Agreement, the GRANTEE has funds which have been provided to it under the Agreement, which funds exceed proper and allowable expenses under the terms of the Agreement, GRANTEE shall be liable and shall pay to the DEPARTMENT, the amount of said excess funds, with payment to be made by GRANTEE to DEPARTMENT within thirty (30) days of the expiration and/or termination of the Agreement.

3. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephone facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other parties at the addresses set forth below:

FOR DEPARTMENT: Jeffrey Fontaine, P.E., Director
Kent Cooper
Nevada Department of Transportation
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7440
Fax: (775) 888-7201
E-Mail: kcooper@dot.state.nv.us

FOR GRANTEE: Linda Ritter
City of Carson City
City Hall
201 North Carson Street, # 2
Carson City, NV 89701
(775) 887-2100
Fax 887-2286
E-Mail Lritter@ci.carson-city.nv.us

5. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

6. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the activities which form the subject of this Agreement.

7. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be an entity separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

8. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement, to create in the public or any member thereof, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

9. It is specifically agreed between the parties executing this Agreement that it is not intended by any provisions of any part of this Agreement, to create in the Grantee's subcontractors, the public, or any member thereof, a contractual relationship between such persons and entities and the DEPARTMENT.

10. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, storms, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

11. The GRANTEE acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the GRANTEE, or any other party, person or entity, pertaining to any matter resulting from the underlying Agreement.

12. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

13. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

14. As used herein, the term "GRANTEE" shall include the plural as well as the singular, and the feminine as well as the masculine.

15. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

16. This Agreement, and the Attachment A constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connections with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this

Agreement. Unless otherwise specifically authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

GRANTEE:



Linda Bitter

NAME (PRINT)

City Manager

TITLE (PRINT)

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

DIRECTOR

Reviewed:

Kent Cooper, Asst. Director, Planning

Recommended:

Charlie Cerocke, Chief Intermodal Planning

Approved as to Legality and Form:

Deputy Attorney General