

TO: JAMES L. APP, CITY MANAGER

FROM: MEG WILLIAMSON, ASSISTANT CITY MANAGER

**SUBJECT: FEDERAL GRANT FUNDING ACCEPTANCE
AIRPORT CONSTRUCTION**

DATE: AUGUST 15, 2006

Needs: For the City Council to approve Resolution No. 06-xxx, accepting the offer for grant funding from the Federal Aviation Administration (FAA) for preliminary environmental review for airport improvements and approving a Consultant Services Agreement to perform the necessary work.

Facts:

1. The City has approved a combined multi-year capital improvement program to rehabilitate existing and provide new facilities necessary for the continued operation of the Municipal Airport. Most of the program is contingent upon the receipt of Federal and State grant funding for the individual projects.
2. Recent changes to FAA policy require the completion of significant environmental review prior to the funding and construction of new facilities and infrastructure.
3. The FAA has approved the City's request for grant funding to complete the required environmental baseline study. The Grant Offer document is attached for review.
4. In accordance with FAA requirements and City Policy, a Consultant Selection process was conducted to determine a qualified firm to perform routine design, engineering, and associated services necessary for the ongoing capital improvement program.
5. The firm of Tartaglia Engineering and their affiliated sub-consultant resources continue to provide these requisite services for the ongoing capital program. A summary of the proposed Consultant Services Agreement and Scope for this effort is attached.
6. In accordance with City Fiscal policy, appropriations to the Capital Improvement fund in the amounts of the agreement will be necessary.

**Analysis
and**

Conclusion: The ongoing maintenance of Airport facilities and the construction of additional infrastructure is made possible, in large part, through the support of State and Federal grant funding programs. Adherence to the review processes established by these agencies is essential in order to receive funding prioritization. Environmental review is an essential part of that process.

The first step in the FAA's environmental program is to conduct an Environmental Baseline Study. The study will provide a foundation on which future projects will be reviewed and discussed relative to their potential level of environmental impact. The Baseline Study will not necessarily eliminate the future need for additional environmental studies to be conducted in conjunction with an individual project, but will help identify (in advance) the potential concerns a project may encounter.

Policy

Reference: Approved Capital Improvement Program

Fiscal

Impact: The Consultant Services Agreement is limited to a maximum cost of \$53,000. The FAA will fund \$50,000 (95%) of the expense. The City will apply to the State of California for an additional \$1250 (.025%). The remaining \$1,750 would be funded from Airport Reserves.

- Options:**
- A. Adopt Resolution 06-xx, authorizing the acceptance of Grant Funding from the FAA., approving the Consultant Services Agreement with Tartaglia Engineering, and authorizing the necessary budget appropriations for the project.
 - B. Amend, modify, or reject the above option.

Attachments (3):

1. Resolution
2. FAA Grant Offer
3. Consultant Services Agreement

RESOLUTION NO. 06-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
APPROVING A GRANT AGREEMENT WITH THE FEDERAL AVIATION
ADMINISTRATION FOR BASELINE ENVIRONMENTAL STUDY
FOR AIRPORT IMPROVEMENT PROJECTS
AND AUTHORIZING A CONSULTANT SERVICES AGREEMENT
FOR THE REQUIRED WORK

WHEREAS, the City of El Paso de Robles continues to operate and develop the Paso Robles Municipal Airport for the service and benefit of the community; and

WHEREAS, the City has received a Grant Offer from the Federal Aviation Administration to fund an Environmental Baseline Study, which is required for future airport projects, in the amount of \$50,000; and

WHEREAS, the firm of Tartaglia Engineering, through a consultant selection process conducted by the City, has been found to be qualified to perform said services.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council of the City of El Paso de Robles does hereby accept the grant offer from the Federal Aviation Administration, together with its required terms and conditions, for the specified environmental study, and authorize the execution of all relevant documents pertaining thereto.

SECTION 2. The City Council of the City of El Paso de Robles does hereby approve and authorize the execution of a Consultant Services Agreement with Tartaglia Engineering of Atascadero, CA, to perform the Environmental Baseline Study in accordance with standard FAA requirements, in the amount not-to-exceed \$53,000.

SECTION 3. The City Council of the City of El Paso de Robles does hereby authorize the budget appropriation of \$53,000 to Budget Account No. 602-910-5452-591 in the fiscal year 2007, and also the increase of Fund revenue estimates by an offsetting \$51,250.00 in Revenue Acct. No. 602-000-4618-000.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 15th day of August 2006 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Deborah Robinson, Deputy City Clerk

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
GRANT AGREEMENT

Part 1 – Offer

Date of Offer August 2, 2006

Paso Robles Municipal Airport/Planning Area

Project No. 3-06-0184-18

Contract No. DTFA08-06-C-31797

TO: City of Paso Robles, California
(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 June 5, 2006, for a grant of Federal funds for a project at or associated with the Paso Robles Municipal 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 or Planning Area (herein called the "Project") consisting of the following:

Conduct Environmental Baseline Study

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its 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, 95.00 percent of the allowable project costs.

The 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 \$50,000.00. For the purposes of any future grant amendments that may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

\$50,000.00	for planning
\$0.00	for airport development or noise program implementation.
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. 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 Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
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 **August 25, 2006**, 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 disbursed 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.
8. 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.

9. It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted upon the basis of the preliminary Work Program; and the parties hereto covenant and agree that the Sponsor shall furnish a revised Work Program to the FAA and that a notice to proceed will not be issued until the revised Work Program has been approved by the FAA.
10. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer may not be increased for a planning project.
11. Approval of the project is conditioned on the sponsor's compliance with the applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.
12. The sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
13. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
14. The Part V Assurances dated September 1999, submitted as a part of the Sponsor's Project Application, is hereby revised to include new assurance numbers 38 and 39, and revisions to assurance number 31. The updated assurances, dated March 2005, is attached hereto and made apart hereof.

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
WESTERN-PACIFIC REGION

Andrew M. Richards
Manager, Airports District Office

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 _____ day of _____, 2006.

City of Paso Robles
(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 _____, 2006.

SIGNATURE OF SPONSOR'S ATTORNEY

PUBLIC WORKS DEPARTMENT
1000 Spring Street
Paso Robles, CA 93446

AGREEMENT FOR SERVICES OF INDEPENDENT CONSULTANT

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the **City of El Paso de Robles**, a public body, corporate and politic, (herein "CITY") and **Tartaglia Engineering**, having a principal place of business at Atascadero, CA (herein "Consultant"), wherein Consultant agrees to provide the City and City agrees to accept the services specified herein in connection with the City's **Airport Improvement Project** (the "Project").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. CONTRACT ADMINISTRATOR. **Ditas Esperanza, Capital Projects Engineer** will administer this Agreement on behalf of City (herein "Contract Administrator"). **John Smith** is the authorized representative for Consultant. Changes in designated representatives shall be made only after advance written notices to the other party.

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties as follows:

CITY: City of El Paso de Robles
Public Works Department
Attn: Ditas Esperanza
1000 Spring Street
Paso Robles, CA 93446
Phone: (805) 237-3861
Facsimile: (805) 237-3904

CONSULTANT: Tartaglia Engineering
7360 El Camino Real, Suite E
Atascadero, CA 93422
Phone: (805) 466-5660
Facsimile: (805) 466-5471

or at such other address or to such other person that the parties may from time to time designate. All notices shall be in writing and transmitted to the party's address stated above. All notices shall be deemed effectively given when delivered, if delivered personally or by courier mail service, i.e., Federal Express or Airborne Express; or if mailed; two business days after such notice has been deposited in the United States mail postage prepaid, or if given in any other manner received by the party for which notice is intended.

3. EXHIBITS. Attached to this Agreement are the following Exhibits. Said Exhibits shall be initialed by Consultant. Said Exhibits are incorporated herein by reference:

Exhibit A. Description of Scope of Services to be performed by Consultant, including a timeline for submittals and Project completion.

4. SCOPE OF SERVICES.

A. Consultant shall provide the Services, and make submittals to City in accordance with Exhibit "A", subject to the direction of the City Contract Administrator, as provided from time to time.

B. Consultant's Services shall conform to City's original or mutually agreed upon revised schedule and budget for the Project.

5. TERM. Consultant shall commence performance within ten (10) days of City's Notice to Proceed, and diligently perform the Services until complete, as provided in Exhibit "A", unless otherwise directed by CITY or unless earlier terminated.

6. COMPENSATION OF CONSULTANT.

A. City shall pay Consultant for full and faithful performance of Basic Services based on the rate schedule set forth in Exhibit B, which payments shall not exceed the amount of Fifty-Three Thousand Dollars (\$ 53,000.00) (the "Maximum Contract Amount") without written authorization from the City's Contract Administrator.

B. Consultant shall submit written applications for progress payments in a form satisfactory to City on or before the first day of each month on account of Basic Services, Additional Services (defined below) and Reimbursable Expenses provided during the preceding month. The payment applications shall identify each person performing services, the time each person spends on each task (in units not to exceed one quarter hour) and shall be based on the rates in Exhibit B. Invoices shall identify the phase or task in accordance with the "Scope of Service" (Exhibit "A") and the percentage of completion of each phase or task.

C. Within sixty (60) days after receipt of each application for progress payment, City shall verify the accuracy of the progress payment application, correct the charges where appropriate, and make payment to Consultant in an amount equal to the amount of such application, as verified or corrected by City. No payment made hereunder prior to completion and acceptance of the Project shall be construed as evidence of acceptance of any part of the Services. City reserves the right to withhold payment from Consultant on account of Services not performed satisfactorily, delays in Consultant's performance of Services, or other defaults hereunder. Consultant shall not stop or delay performance of Services under this Agreement on account of payment disputes with City.

[Remaining pages of standard Agreement not included in this attachment]

EXHIBIT 'A'

DESCRIPTION OF SCOPE OF SERVICES

PASO ROBLES MUNICIPAL AIRPORT

SCOPE OF WORK ENVIRONMENTAL BASELINE STUDY

The environmental baseline study will be prepared to determine what environmental issues might be expected if the Airport is developed as proposed in the 2004 Paso Robles Municipal Airport Master Plan Update and Federal Aviation Administration (FAA) approved Airport Layout Plan. The discussion will determine what information is available to identify potential impacts and suggest what additional field surveys may be required in order to complete future impact assessments prior to the design and construction of future improvement projects at the Airport.

The Consultant will be responsible, in coordination with the FAA and the City of Paso, Robles for contacting agencies and other interested parties to identify existing sources of information and information needs. The purpose of this coordination will be to identify and obtain information that will aid the assessment of potential impacts and to identify any critical environmental issues and concerns that might require special studies prior to the design and construction of future improvement projects at the Airport.

The study will address the specific environmental impact categories listed in FAA Order 1050.1E, *Environmental Policies and Procedures*, and FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects*, in accordance with NEPA. The Consultant will maintain coordination throughout the study with the City, FAA, and others as appropriate.

A draft report will be prepared for review and comment by the FAA, City and other interested parties. A final report will be prepared that responds to the comments received on the draft report. The final report will be submitted to FAA for approval.