

Grant Agreement
Part 1 - Offer

ORIGINAL

Approved: OMB No. 2120-0065

FILED

NO. 87-033

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BARBARA REED
CLERK

BY *[Signature]* DEPUTY

Date of Offer July 17, 1987

Douglas County

Airport/Planning Area

Project Number: 3-32-0013-02

Contract Number: DTEFA08-87-C-30269

To: County of Douglas, Nevada
(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 23, 1987, for a grant of Federal funds for a project at or associated with the Douglas County Airport/Planning Area 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:

Reconstruct Runway 16-34 (100' x 7,400') including relocation of MIREL (from 150' to 100' wide), drainage and marking.

all as more particularly described in the Project Application.

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Now therefore, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, herein called the "Act," and/or the Aviation Safety and Noise Abatement Act of 1979, 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, 93.75 percent.**

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 \$ 1,147,000.00 . For the purposes of any future grant amendments which 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:

\$	-0-	for planning
\$	-0-	for land acquisition
\$ 1,147,000.00		for airport development or noise program implementation (other than land acquisition).
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. Unless otherwise stated in this grant agreement, any program income earned by the sponsor during the grant period shall be deducted from the total allowable project costs prior to making the final determination of the United States share. 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 delay 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 July 31, 1987 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, and the sponsor shall hold the United States harmless from all claims arising from, or related to, completion of the project or the sponsor's continuing compliance with the terms, conditions, and assurances in this grant agreement.
9. The attached new Part V Assurance No. 31 (revised June 5, 1987) is hereby substituted in lieu of the one in the Sponsor's Project Application dated June 23, 1987, and made part hereof.

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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

John L. Pfeifer
Name JOHN L. PFEIFER

Acting Manager, San Francisco Airports District Office
Title

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 22nd day of July, 1987

COUNTY OF DOUGLAS

Name of Sponsor

(SEAL)

By Edward J. Bine
Sponsor's Designated Official Representative

Attest: Barbara Reed
Title: Clerk-Treasurer

Title Chairman, D.C. Board of Commissioners

Certificate of Sponsor's Attorney

I, Robert W. Stuy Deputy District Attorney, 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 Nevada. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof 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 Minden, Nevada this 22nd day of July, 1987
Robert W. Stuy
Signature of Sponsor's Attorney

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ASSURANCE 31

Policies, Standards, and Specifications. It will carry out the project in accordance with policies, standards and specifications approved by the Secretary including but not limited to the advisory circulars listed below, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

Number	Subject
70/7460-1G	Obstruction Marking and Lighting
150/5100-14A	Architectural, Engineering and Planning Consultant Services for Airport Grant Projects
150/5200-23A	Airport Snow and Ice Control
150/5210-5B	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7B	Aircraft Fire and Rescue Communications
150/5210-10	Airport Fire and Rescue Equipment Building Guide
150/5210-14	Airport Fire and Rescue Personnel Protective Clothing
150/5220-4A	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-10	Guide Specification for Water/Foam Type Aircraft Fire and Rescue Trucks
150/5220-11	Airport Snowblower Specification Guide
150/5220-12	Airport Snowsweeper Specification Guide
150/5220-13A	Runway Surface Condition Sensor—Specification Guide
150/5220-14A	Airport Fire and Rescue Vehicle Specification Guide
150/5220-15	Buildings For Storage and Maintenance of Airport Snow Removal and Ice Control Equipment: A Guide
150/5220-16	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5300/2D	Airport Design Standards—Site Requirements for Terminal Navigation Facilities
150/5300-4B	Utility Airports—Air Access to National Transportation
150/5300-9A	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-12	Airport Design Standards—Transport Airports
150/5320-5B	Airport Drainage
150/5320-6C	Airport Pavement Design and Evaluation
150/5320-12A	Methods for the Design, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5325-4	Runway Length Requirements for Airport Design
150/5340-1E	Marking of Paved Areas on Airports
150/5340-4C	Installation Details for Runway Centerline Touchdown Zone Lighting Systems
150/5340-5B	Segmented Circle Airport Marker System
150/5340-14B	Economy Approach Lighting Aids
150/5340-17A	Standby Power for Non-FAA Airport Lighting Systems
150/5340-18B	Standards for Airport Sign Systems

Number	Subject
150/5340-19	Taxiway Centerline Lighting System
150/5340-21	Airport Miscellaneous Lighting Visual Aids
150/5340-23A	Supplemental Wind Cones
150/5340-24	Runway and Taxiway Edge Lighting System
150/5340-27A	Air-to-Ground Radio Control of Airport Lighting Systems
150/5345-3C	Specification for L-821 Panels for Remote Control of Airport Lighting
150/5345-5A	Circuit Selector Switch
150/5345-7D	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10E	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12C	Specification for Airport and Heliport Beacon
150/5345-13	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26B	Specifications for L-823 Plug and Receptacle, Cable Connectors
150/5345-27C	Specification for Wind Cone Assemblies
150/5345-28D	Precision Approach Path Indicator (PAPI) Systems
150/5345-39B	FAA Specification L-853, Runway and Taxiway Centerline Retroreflective Markers
150/5345-42B	FAA Specification L-857, Airport Light Bases, Transformer Houses, and Junction Boxes
150/5345-43C	Specification for Obstruction Lighting Equipment
150/5345-44D	Specification for Taxiway and Runway Signs
150/5345-45	Lightweight Approach Light Structure
150/5345-46A	Specification for Runway and Taxiway Light Fixtures
150/5345-47	Isolation Transformers for Airport Lighting Systems
150/5345-48	Specification for Runway and Taxiway Edge Lights
150/5345-49	Specification L-854, Radio Control Equipment
150/5345-50	Specification for Portable Runway Lights
150/5345-51	Specification for Discharge-Type Flasher Equipment
150/5370-6A	Construction Progress and Inspection Report--Federal-Aid Airport Program
150/5370-10	Standards for Specifying Construction of Airports
150/5370-11	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5390-1B	Heliport Design Guide

REQUESTED BY
DOUGLAS COUNTY
 IN OFFICIAL RECORDS OF
 DOUGLAS CO., NEVADA

CERTIFIED COPY

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SUZANNE BEAUDREAU
 RECORDER

\$ PAID *Ju* DEPUTY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office. **SEAL**

DATE: July 24 1987
S. Reed Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By *Julia Hoffman* Deputy **158700**
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