

By: Department of Public Works
Adopted: June 23, 2014
Vote: Buswell, Harris, O'Barr, Sullivan-Leonard, Wall, and Wilson in favor

**City of Wasilla
Resolution Serial No. 14-24**

A Resolution of the Wasilla City Council accepting a Federal Aviation Administration Grant in the amount of \$598,432 and associated State match in the amount of \$19,948 for Airport Security Equipment and Perimeter Fence Improvements.

WHEREAS, the City submitted a grant application on June 4, 2014 to the Federal Aviation Administration for Airport Security Equipment and Perimeter Fence Improvements in the amount of \$598,432; and


WHEREAS, the State of Alaska Department of Transportation will provide match funding in the amount of \$19,948 based on the Federal Aviation Administration grant; and

WHEREAS, the City's portion of the match is \$19,948 for a total project cost of \$638,328 that includes the replacement of controls and associated above ground electrical components and software to vehicle gates C and D, replacement of the gate control computer, and the installation of approximately 3,960 linear feet of fiber optic cable.

NOW, THEREFORE, BE IT RESOLVED that the Wasilla City Council accepts the Federal Aviation Administration Grant in the amount of \$598,432 and the associated State match in the amount of \$19,948 for Airport Security Equipment and Perimeter Fence Improvements.

BE IT FURTHER RESOLVED that the Wasilla City Council accepts the terms and conditions of the grant.

ADOPTED by the Wasilla City Council on June 23, 2014.


VERNE E. RUPRIGHT, Mayor

ATTEST:


KRISTIE SMITHERS, MMC, City Clerk

[SEAL]

WASILLA

• ALASKA •





CITY COUNCIL LEGISLATION STAFF REPORT

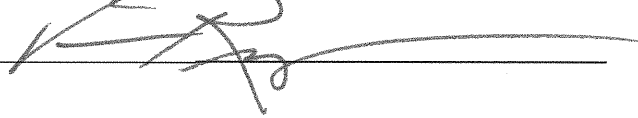
Resolution Serial No. 14-24: Accepting a Federal Aviation Administration Grant in the amount of \$598,432 and associated State match in the amount of \$19,948 for Airport Security Equipment and Perimeter Fence Improvements.

Originator: Public Works Director

Date: June 11, 2014

Agenda of: June 23, 2014

| Route to: | Department Head | Signature | Date |
|-----------|-----------------------|--|---------|
| X | Public Works Director |  | 6-11-14 |
| X | Finance Director |  | 6-11-14 |
| X | Deputy Administrator |  | 6-11-14 |
| X | City Clerk |  | 6.11.14 |

Reviewed by Mayor Verne E. Rupright: 

Fiscal Impact: yes \$638,328

Account name/number:

| | |
|--|-----------|
| Airport Security Improvements-Fed/330-4379-437-45-23 | \$598,432 |
| Airport Security Improvements-State/330-4379-437-45-29 | \$19,948 |
| Airport Security Improvements-City/330-4379-437-45-30 | \$19,948 |

Attachments: Grant information (10 pages)

Summary Statement: This resolution accepts a Federal Aviation Administration Grant in the amount of \$598,432 and the associated State match in the amount of \$19,948 for Airport Security Equipment and Perimeter Fence Improvements. This project includes the replacement of controls and associated above ground electrical components and software to vehicle gates C and D, replacement of the gate control computer, and the installation of approximately 3,960 linear feet of fiber optic cable. This resolution is associated with an ordinance to amend the FY2015 capital budget for this project.

Recommended Action: Adopt Resolution Serial No. 14-24.



U.S. Department
of Transportation
**Federal Aviation
Administration**

JUN 10 2014

The Honorable Verne E. Rupright
Mayor, City of Wasilla
290 E. Herning Ave.
Wasilla, AK 99654-7091

Dear Mayor Rupright:

We are enclosing the original and two copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-02-0417-020-2014 at Wasilla Airport. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- The governing body must pass a resolution and execute the grant, along with your attorney's certification, by July 25, 2014, in order for the grant to be valid.
- No change may be made by you or your representative to the Grant Offer.
- We ask that you return the Grant Offer marked "Original" to us by (overnight mail) (facsimile) (regular mail) (E-Mail (PDF)), the copy marked "State" to your associated State Aviation Officials (if applicable), and maintain the copy marked "Sponsor" for your records.

Subject to the requirements in 49 CFR § 18.21, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Quarterly Performance Reports due every quarter.

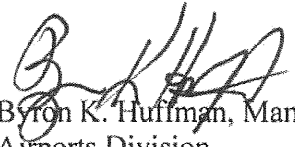
Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit, as a minimum, the following:

- Sponsor Certification for Project Final Acceptance;

- Summary of all change orders and summary of all testing; and
- Final SF-270 or SF-271 (or equivalent) and SF-425.

Eric Helms is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Byron K. Huffman, Manager
Airports Division



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

| | |
|-----------------------|--------------------------------------|
| Date of Offer | <u>JUN 10 2014</u> |
| Airport/Planning Area | <u>Wasilla Airport</u> |
| AIP Grant Number | <u>3-02-0417-020-2014</u> |
| DUNS Number | <u>002188548</u> |
| TO: | <u>City of Wasilla</u> |
| | <u>(herein called the "Sponsor")</u> |

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 4, 2014, for a grant of Federal funds for a project at or associated with the Wasilla Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Wasilla Airport (herein called the "Project") consisting of the following:

Security Equipment and Perimeter Fence Improvements

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety Three and Three Quarters percent (93.75%) of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$598,432. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
 - \$598,432 for airport development or noise program implementation
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. 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. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will 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 25, 2014, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must 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. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must 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 require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is 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. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or

receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
11. **Informal Letter Amendment of AIP Projects**. 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 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.
By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.
12. **Air and Water Quality**. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
13. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American**. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
15. **Maximum Obligation Increase For Nonprimary Airports**. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;

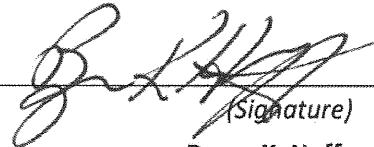
- B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
18. **Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.
19. **Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
 - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

1. Is determined to have violated the Prohibitions; or
2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

20. **Exhibit A Incorporated by Reference.** The Exhibit "A" updated 9/4/2003, is incorporated herein by reference.

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**



(Signature)

Byron K. Huffman

(Typed Name)

Division Manager

(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.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City Of Wasilla

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By: Verne E. Rupright

(Typed Name of Sponsor's Designated Official Representative)

Title: Mayor

(Title of Sponsor)

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 _____, _____.

By _____

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

PART III – BUDGET INFORMATION – CONSTRUCTION**SECTION A – GENERAL**

1. Federal Domestic Assistance Catalog No.
2. Functional or Other Breakout

SECTION B - CALCULATION OF FEDERAL GRANT

| COST CLASSIFICATION | Use only for revisions | | Total Amount Required |
|--|------------------------|---------------------|-----------------------|
| | Latest Approved amount | Adjustment + or (-) | |
| 1. Administration expense | \$ | \$ | \$ 18,000.00 |
| 2. Preliminary expense | | | |
| 3. Land, structures, right-of-way | | | |
| 4. Architectural engineering basic fees | | | 83,560.00 |
| 5. Other architectural engineering fees | | | |
| 6. Project inspection fees | | | 68,000.00 |
| 7. Land development | | | |
| 8. Relocation expenses | | | |
| 9. Relocation payments to individuals and businesses | | | |
| 10. Demolition and removal | | | |
| 11. Construction and project improvement | | | 468,767.00 |
| 12. Equipment | | | |
| 13. Miscellaneous | | | |
| 14. Total (Lines 1 through 13) | | | 638,327.00 |
| 15. Estimated Income (if applicable) | | | |
| 16. Net Project Amount (Line 14 minus 15) | | | 638,327.00 |
| 17. Less: Ineligible Exclusions | | | |
| 18. Add: Contingencies | | | |
| 19. Total Project Amt. (Excluding Rehabilitation Grants) | | | 638,327.00 |
| 20. Federal Share requested of Line 19 | | | 598,432.00 |
| 21. Add Rehabilitation Grants Requested (100 percent) | | | |
| 22. Total Federal grant requested (Lines 20 & 21) | | | 598,432.00 |
| 23. Grantee share | | | 19,948.00 |
| 24. Other shares | | | 19,948.00 |
| 25. Total project (Lines 22, 23, & 24) | \$ | \$ | \$638,328.00 |

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant Alaska

* b. Program/Project: Alaska

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: 06/15/2014

* b. End Date: 09/30/2014

18. Estimated Funding (\$):

| | |
|--------------------|--------------|
| *a. Federal | \$598,432.00 |
| *b. Applicant | \$19,948.00 |
| *c. State | \$19,948.00 |
| *d. Local | \$19,948.00 |
| *e. Other | |
| *f. Program Income | |
| *g. TOTAL | \$638,328.00 |

*19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

- Yes
- No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001).

**I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: *First Name: Archie

Middle Name:

*Last Name: Giddings

Suffix:

*Title: Public Works Director

*Telephone Number: 907-373-9018

Fax Number: 907-373-9011

*Email: agiddings@ci.wasilla.ak.us

*Signature of Authorized Representative:

Date Signed: 6/4/14

