

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part I - Offer

Date of Offer JUL 27 1989

Redlands Municipal Airport

Project No. 3-06-0195-02

Contract No. DTFA08-89-C-20480

TO: City of Redlands, 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 January 3, 1989, for a grant of Federal funds for a project at or associated with the Redlands Municipal Airport which Project Application, as approved by the FAA, is hereby incorporated herein and made part hereof; and

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

Construct aircraft parking apron (approx. 670' x 350'), including tie-down anchors, marking, lighting, and relocation of fence (approx. 2285 l.f.); construct drainage improvements.

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, 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, 90.00 percentum of said allowable 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 \$450,000.00. 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
\$450,000.00	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 September 30, 1989, 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. The sponsor shall comply with the Part V Assurances dated October, 1988, which are attached hereto and made a part hereof, in lieu of the Part V Assurances which accompanied the Project Application dated January 3, 1989.

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

John P. Milligan
John P. Milligan
Acting Supervisor, Standards Section

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 31st day of July, 1989.

City of Redlands, California

(Name of Sponsor)

By Carole Desurach
(Sponsor's Official Representative)

(SEAL)

Attest: Dorinda Payson Title Mayor

Title: City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Daniel J. McHugh, 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 California. 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 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 Redlands, California, this 31st day of July, 1989

Daniel J. McHugh
Signature of Sponsor's Attorney

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part 1 - Offer

Date of Offer

SEP 18 1989

Redlands Municipal Airport

Project No. 3-06-0195-03

Contract No. DTFA08-89-C-20530

TO: City of Redlands, 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 May 10, 1989, for a grant of Federal funds for a project at or associated with the Redlands Municipal Airport which Project Application, as approved by the FAA, is hereby incorporated herein and made part hereof; and

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

Preparation of an airport master plan including an environmental overview and an Airport Layout Plan.

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, 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, 90.00 percentum of said allowable 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 \$40,000. For the purpose 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:

\$40,000	for planning
\$	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 September 30, 1989, 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 recover 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. The sponsor shall comply with the Part V Assurances which are attached hereto and made a part hereof, in lieu of the Part V Assurances which accompanied the Project Application dated May 10, 1989.

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


Howard S. Yoshioka
Supervisor, Planning Section

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 20th day of September, 1989.

CITY OF REDLANDS
CALIFORNIA

(SEAL)

By Carole Desrosiers
(Sponsor's Designated Official
Representative)

Title Mayor

Attest:

Dorinda P. Papp

Title: City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Daniel J. McHugh, 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 California. 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 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 Redlands, California this 20th day of September, 1989.

Daniel J. McHugh
Signature of Sponsor's Attorney

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Page 1 of 2 Pages

Contract No. DTFA08-87-C-20377

Redlands Municipal Airport

Redlands , California
(Location)

AMENDMENT NO. 1 TO GRANT AGREEMENT FOR PROJECT NO. 3-06-0195-01

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States that the Grant Agreement between the FAA, acting for and on behalf of the United States, and the City of Redlands, California

(hereinafter referred to as the "Sponsor"), accepted by said Sponsor on the 15th day of September, 19 87, to be amended as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree as follows:

Delete the airport development described on Page 1 and substitute in lieu thereof the following described airport development:

Install fence (approx. 7,000 l.f.); realign west portion of parallel taxiway (approx. 1,400' x 40'); construct aircraft parking apron (approx 1,000' x 350'), including tie-down anchors, fire hydrants(2 each with approx. 1,350 l.f. waterline), and lighting; construct drainage improvements.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of the 5th day of September, 1989.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By

John P. Milligan
John P. Milligan

Title Acting Supervisor, Standards Section

Project No. 3-06-0195-01

Redlands Municipal Airport

Redlands, California
(Location)

City of Redlands
(Name of Sponsor)

By Carol Desnick

(SEAL)

Title Mayor

Attest: [Signature]
Title City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Daniel J. McHugh, acting as Attorney for the City of Redlands, California
(hereinafter referred to as "Sponsor") do hereby certify:

That I have examined the foregoing Amendment to Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of California, and Regulations of the FAA (14 CFR Part 152) and further that, in my opinion, said Amendment to Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Redlands, California, this 5th day of September 1989.



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

Western-Pacific Region

P.O. Box 92007
Worldway Postal Center
Los Angeles, CA 90009

JUL 27 1989

Mr. Philip A. Lock
Airport Manager
Redlands Municipal Airport
1745 Sessums Drive
Redlands, California 92374

Dear Mr. Lock:

Redlands Municipal Airport, CA
AIP Project No. 3-06-0195-01
Grant Amendment No. 1

Enclosed are the original and four copies of the approved Amendment No. 1 to the Grant Agreement for subject project revising the scope of work.

An official of the City of Redlands authorized to accept the enclosed Amendment shall accept same by signing said Amendment and inserting the date in the space provided.

The Sponsor's Attorney shall certify that the acceptance complies with all applicable laws and constitutes a legal and binding obligation of the Sponsor by executing the "CERTIFICATE OF SPONSOR'S ATTORNEY." The date of said certificate shall be the same as, or later than the date of execution.

When the documents are fully executed, certified, attested and appropriate seals are impressed, please return the original and three copies of the Grant Amendment to this office.

Sincerely,

John P. McEllegan
for Robert C. Bloom
Supervisor, Standards Section

Enclosures