

ORIGINAL

RESOLUTION 2011 - 107

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SUNNYSIDE, WASHINGTON,  
APPROVING ACCEPTANCE OF GRANT FROM  
THE UNITED STATES OF AMERICA ACTING THROUGH  
THE FEDERAL AVIATION ADMINISTRATION  
(Sunnyside Municipal Airport)**

**WHEREAS**, the City of Sunnyside received an offer of grant from the United States acting through the Federal Aviation Administration (FAA); and

**WHEREAS**, such grant funding consists of \$114,123.00 to be used pursuant to the terms of such grant; and

**WHEREAS**, the City Council finds and determines that acceptance of such grant in the amount of \$114,123.00, and such additional funds as may be granted by the FAA, in accordance with the Grant Agreement attached hereto as Exhibit "A" and incorporated herein by this reference, is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare;

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:**

**Section 1.** That the offer of grant and Grant Agreement from the FAA attached hereto as Exhibit "A", for the Sunnyside Municipal Airport (AIP Project Number 3-53-0074-005 and Contract Number DOT-FA11NM-0092), is hereby accepted and approved; and the City Manager is hereby authorized to accept such offer and to execute such Agreement for and on behalf of the City of Sunnyside and to take all actions and to execute all documents reasonable and necessary to administer and perform such Agreement on behalf of the City of Sunnyside.

**Section 2.** That this Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

**PASSED** this 12<sup>th</sup> day of September, 2011.

  
\_\_\_\_\_  
JAMES A. RESTUCCI, MAYOR

ATTEST:

  
\_\_\_\_\_  
DELILAH SAENZ, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
MENKE JACKSON BEYER EHLIS & HARPER, LLP  
Attorneys for the City of Sunnyside



U.S. Department  
Of Transportation  
Federal Aviation Administration  
Northwest Mountain Region

EXHIBIT "A"

Seattle Airports District Office  
1601 Lind Ave SW, Suite 250  
Renton, WA 98057

September 2, 2011

Mr. James Bridges  
Airport Manager  
818 East Edison Avenue  
Sunnyside, WA 98944

Dear Mr. Bridges:

Grant offer for  
Sunnyside Municipal Airport  
Sunnyside, Washington  
AIP Project Number: 3-53-0074-005  
Contract Number: DOT-FA11NM-0092  
DUNS Number: 83-541-9656

Enclosed is a copy of the subject grant offer in the amount of \$114,123.00. Please note that the grant offer must be accepted by the sponsor on or before: Wednesday, September 14, 2011.

Please have the appropriate official authorized to execute the Grant Offer sign and date the "Acceptance" with the appropriate official attesting to the execution and affixing the sponsor's corporate seal.

The attorney for the sponsor then must execute and date the "Certificate of Sponsor's Attorney" with the date being no earlier than the date of acceptance of the Grant Agreement. This action will certify that the acceptance complies with all applicable local and state laws and constitutes a legal and binding obligation of the sponsor.

After execution is completed, please fax (425) 227-1650 or scan and e-mail a copy of the signed Grant Agreement to your FAA project manager not later than: Wednesday, September 14, 2011, and, also, return an executed copy to this office by mail.

All applicable project-related requirements pertaining to environmental analysis and approval for this grant have been met in accordance with the guidelines contained in FAA Order 5050.4B, Airport Environmental Handbook.

If you have any questions in regard to acceptance of the grant offer, please contact your project manager or this office.

Sincerely,

Carolyn T. Read  
Acting Manager, Seattle Airports District Office



U.S. Department of Transportation  
Federal Aviation Administration

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Grant Agreement  
Part 1 – Offer

Sunnyside Municipal Airport

Sunnyside, Washington

Date of Offer: Friday, September 02, 2011

Project Number: 3-53-0074-005

Contract Number: DOT-FA11NM-0092

To: City of Sunnyside, Washington (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 August 29, 2011, for a grant of Federal funds for a project at or associated with the Sunnyside 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 (herein called the "Project") consisting of the following:

Install automated weather reporting equipment (AWOS-III), (Phase 1-design);

all as more particularly described in the Project Application.

EXHIBIT "A"

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, 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, ninety-five (95) percentum of all allowable Project costs.

This Offer is made on and subject to the following terms and conditions:

**Part I - Conditions**

- 1) The maximum obligation of the United States payable under this Offer shall be \$114,123.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$0.00	For planning
\$114,123.00	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 provisions of 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.

EXHIBIT "A"

- 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 Wednesday, September 14, 2011, 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 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) Trafficking in persons:
  - a) **Provisions applicable to a recipient that is a private entity.**
    - i) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
      - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      - (2) Procure a commercial sex act during the period of time that the award is in effect; or
      - (3) Use forced labor in the performance of the award or subawards under the award.
    - ii) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
      - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

EXHIBIT "A"

- (a) Associated with performance under this award; or
- (b) Imputed to your or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

**b) Provision applicable to a recipient other than a private entity.**

- i) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
  - (1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - (a) Associated with performance under this award; or
    - (b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

**c) Provisions applicable to any recipient.**

- i) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- ii) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and
  - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- iii) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

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d) **Definitions. For purposes of this award term:**

- i) "Employee" means either:
  - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  
- ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- iii) "Private entity":
  - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - (2) Includes:
    - (a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - (b) A for-profit organization.
  
- iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**Special Conditions**

- 10) 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. Conversely, if there is an overrun in the total actual eligible and allowable development and land project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. If the increase in project costs is attributable to planning items, the maximum United States obligation may not be increased. 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.
- 11) 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:
  - 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 condemnation.
- 12) Unless otherwise approved 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 airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
- 13) The Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment and check the facility prior to its commissioning to assure it meets the operational standards. The sponsor must also remove, relocate, or lower each obstruction on the approach to provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable, and mark and light the runway, as

EXHIBIT "A"

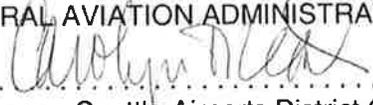
appropriate. The FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.

- 14) The Sponsor shall provide for an annual audit in accordance with Office of Management and Budget Circular A-133. The Sponsor shall provide one copy of the completed A-133 Audit to the FAA Airports District Office and three copies of the audit to: Federal Audit Clearinghouse, Bureau of the Census, 1201 10th Street, Jeffersonville, IN 47132.
- 15) This first phase grant is being issued in order to allow the design to be completed for installation of weather reporting equipment. It is understood and agreed by the parties hereto that within two (2) years from the execution of this agreement that the sponsor will accept, subject to the availability of federal funding as identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the final construction of the project in order to provide a useful and useable facility.

EXHIBIT "A"

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

By: 

Carolyn T. Read, Acting Manager, Seattle 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 ....., 2011  
City of Sunnyside, Washington

(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 Washington. 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 ..... 2011.

.....  
Signature of Sponsor's Attorney



## A-133 Single Audit Certification Form

The Single Audit Act of 1984, implemented by OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) establishes audit requirements for State and local governments that receive Federal aid. State or local governments (City, County, Airport Board) that expend \$500,000 or more a year (calendar or fiscal) in **total** Federal financial assistance must conduct an audit and submit it to the Federal Audit Clearinghouse. For more information on the Single Audit Act requirements please reference the following web site: <http://harvester.census.gov/sac/>

This notice is our request for a copy of your most recent audit, whether or not there are any significant findings. In accordance with your Airport Improvement Program (AIP) grant agreement, you must also provide the following certification to your local Airports District Office (ADO). Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

**Airport Sponsor Information:**

Sponsor Name	Fiscal Calendar Year Ending
Airport Name	
Sponsor's Representative Name	Representative's Title
Telephone	Email

Please check the appropriate line(s):

- We are subject to the A-133 Single Audit requirements (expended \$500,000 or more in **total** Federal funds for the fiscal/calendar year noted above) **and** are taking the following action:
  - The A-133 single audit for this fiscal/calendar year has been submitted to the FAA.
  - The A-133 single audit for this fiscal/calendar year is attached.
  - The A-133 single audit report will be submitted to the FAA as soon as this audit is available.
  
- We are exempt from the Single Audit A-133 requirements for the fiscal/calendar noted above.

**Sponsor Certification:**

Signature	Date
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Return to: FAA, Seattle Airports District Office  
 1601 Lind Avenue SW, Suite 250  
 Seattle, WA 98057-3356