

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. WORDING FOR AGENDA:

Request Board accept a federal grant by adopting a Resolution authorizing, adopting, approving, accepting and ratifying the execution of an agreement between the United States of America and the Lee County Port Authority for \$85,416 of federal dollars for repair of the damage caused by the recent hurricanes.

C14A

2. SUBJECT CATEGORY:

Budgeting, Purchases, Contracts, and Agreements

3. MEETING DATE:

11-30-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC

TIME REQUIRED:
(Public Only)

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN.CODE
- OTHER

6. REQUESTOR OF INFORMATION:

A. (ALL REQUESTS)

NAME Mark R. Fisher

DEPT. Development

B. (PUBLIC ONLY)

CITIZEN NAME _____

CITIZEN PHONE _____

7. BACKGROUND:

In response to the devastation Florida experienced this summer through the succession of Hurricanes Charley, Frances, Ivan and Jeanne, Congress enacted the Emergency Supplemental Appropriations for Hurricane Disaster Assistance Act, 2005. The Act, as administered by the Federal Aviation Administration (FAA), provides emergency capital funding to compensate airports for 100% of costs incurred by these storms.

It was very fortunate that both the Southwest Florida International Airport and Page Field sustained minimal damage resulting from these storms. However, through continued coordination with FAA Airports District Office, a Hurricane Grant Agreement for \$85,416 has been secured to recover the costs incurred by the damage caused by the recent hurricanes. The grant provides for reimbursement at Southwest Florida International Airport in the amount of \$65,490 and Page Field General Aviation Airport in the amount of \$19,926.

8. RECOMMENDED ACTION:

Recommend Board accept a federal grant by adopting a Resolution authorizing, adopting, approving, accepting and ratifying the execution of an agreement between the United States of America and the Lee County Port Authority for \$85,416 of federal dollars for repair of the damage caused by the recent hurricanes.

9. RECOMMENDED APPROVAL

DIVISION DIRECTOR	GENERAL SERVICES	FINANCE	PORT ATTORNEY	DEPUTY EXECUTIVE DIRECTOR	EXECUTIVE DIRECTOR

10. SPECIAL MANAGEMENT COMMITTEE ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Chairman

11. PORT AUTHORITY ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RESOLUTION AUTHORIZING, ADOPTING, APPROVING,
ACCEPTING AND RATIFYING THE EXECUTION OF
HURRICANE GRANT AGREEMENT NUMBER 12-0135-E1-2005
BETWEEN THE UNITED STATES OF AMERICA AND
LEE COUNTY BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

BE IT RESOLVED by the Board of Port Commissioners, Lee County, Florida, that:

SECTION 1.

Said Lee County Board of Port Commissioners, Lee County, Florida, hereby authorizes, adopts, approves, accepts and ratifies the execution of Hurricane Grant Agreement Project Number 12-0135-E1-2005 between the Federal Aviation Administration on behalf of the United States of America and Lee County, Florida.

SECTION 2.

The execution of Hurricane Grant Agreement Project Number 12-0135-E1-2005 on behalf of said Board of Port Commissioners, Lee County, Florida, is hereby authorized, adopted, approved, accepted and ratified.

SECTION 3.

The Executive Director of the Lee County Port Authority is hereby authorized to execute payment requests under this Hurricane Grant Agreement on behalf of said Lee County Board of Port Commissioners, Lee County, Florida.

SECTION 4.

The Grant Agreement referred to hereinabove shall be attached hereto and made a part of this Resolution as though it were fully copied herein.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, was as follows:

- Robert Janes _____
- Douglas R. St. Cerny _____
- Ray Judah _____
- Tammy Hall _____
- John E. Albion _____

DONE AND ADOPTED by the Board of Port Commissioners this _____ day of _____, 2004.

ATTEST;
CLERK OF THE CIRCUIT COURT

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Chairman

Approved as to legal form and sufficiency:

By _____
Office of the Port Authority Attorney



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

ORLANDO AIRPORTS DISTRICT OFFICE
5950 Hazeltine National Dr., Suite 400
Orlando, Florida 32822-5024
Phone: (407) 812-6331 Fax: (407) 812-6978

November 9, 2004

Mr. Robert M. Ball, A.A.E.
Executive Director
Lee County Port Authority
16000 Chamberlin Parkway
Suite 8671
Fort Myers, Florida 33913-8899

Dear Mr. Ball:

RE: Southwest Florida International Airport and Page Field; Fort Myers, Florida
Hurricane Grant Number 12-0135-E1-2005
Grant Offer

We are enclosing the original and two copies of a Grant Offer for Project No. 12-0135-E1-2005 for Southwest Florida International Airport and Page Field, in response to your Application for Federal Assistance dated October 22, 2004. Your acceptance of this Offer will constitute a Grant Agreement by which the government will participate in the allowable costs of the project amounting to \$85,416 (Federal share).

Once the authorized official has executed the Agreement and the official's signature has been notarized and sealed/stamped, the attorney for the Lee County Port Authority must certify that the Sponsor's acceptance complies with local and state law and constitutes a legal and binding obligation on the part of the Sponsor. Please note that the Agreement is not legal unless the attorney signs it AFTER the Sponsor.

If the terms of this Offer are satisfactory, please execute the document as soon as possible, but not later than December 15, 2004. To assist us in administrative reporting requirements you are requested to notify this office by faxing the signature page of the grant or by telephoning us immediately upon executing the grant. **The original and one copy of the grant need to be returned to this office.** The remaining copy is for your file.

Please allow approximately 30 days after returning final executed grant to this office before attempting any drawdowns from the letter-of-credit account.

Sincerely,

W. Dean Stringer
Manager

3 Enclosures

cc: Wayne L. Chewning , FDOT/I



U.S. Department
of Transportation

Federal Aviation
Administration

GRANT AGREEMENT
Part I – Offer

Date of Offer: November 9, 2004

Southwest Florida International Airport
Page Field Airport

Project No. 12-0135-E1-2005

TO: Lee County Port Authority
(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 October 22, 2004, for a grant of Federal funds for a project at or associated with the Southwest Florida International Airport and Page Field 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:

Southwest Florida International Airport

"Repair generator/Vault Building and replace soffit, replace mountings for rooftop AC condenser on Terminal Building; repair electrical circuit on 4 guidance signs; repair and repaint damaged airfield entrance gate signs; repair 8 airfield ramp lights; repair VASI; repair and partial replace lighting detection system; repair 3 airfield security cameras; on Terminal Building replace Penthouse 1A roof and flashing; replace weather antenna."

Page Field

"Repair doors and metal siding on hangars; repair roof leaks on Old Terminal Building; repair perimeter fence; repair blast fence on Runway 5; repair electrical circuit for taxiway edge lights."

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Public Law 107-117, herein called "the Act", and in consideration of (a) the Sponsor's 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, 100 per centum thereof.

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 \$85,416.
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. For the purposes of this grant, allowable costs will be reduced by any amount for which the Sponsor receives funds from another entity for the facility, including but not limited to, another Federal agency, insurance company, or state and local entities. 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. In the event the Sponsor receives funds from another Federal agency, insurance company or other entity for this project, it shall promptly notify the FAA.
5. 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.
6. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. 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 December 15, 2004, or such subsequent date as may be prescribed in writing by the FAA.
8. 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 dispersed 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.
9. 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.
10. It is hereby understood and agreed that:
 - a. The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Rehabilitation Act of 1973 - 29 U.S.C. 794.
Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
Executive Order 11246 - Equal Employment Opportunity¹
Executive Order 11990 - Protection of Wetlands
Executive Order 11998 - Flood Plain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs.
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New

Building Construction:

Executive Order 12898 - Environmental Justice

29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.

49 CFR Part 20 - New restrictions on lobbying.

49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.

49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.

49 CFR Part 29 - Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).

49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

OMB Circular A-87 - Cost Principles Applicable to Grants and Contracts with State And Local Governments.

OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations

b. The Sponsor assures that It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

c. The Sponsor agrees it will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

d. The Sponsor agrees it shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

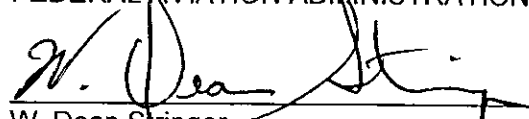
e. The Sponsor agrees it shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

f. The Sponsor agrees it will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to

improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

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



W. Dean Stringer
Manager, Orlando 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 _____, 2_____.

(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 _____, 2____.

By _____
Signature of Sponsor's Attorney

Title _____