R E S O L U T I O N NO. 23-79

WHEREAS, Navajo County is desirous of improving the Show Low Airport, and,

WHEREAS, the Arizona Department of Transportation, Aeronautics Division has funds available for this purpose,

NOW THEREFORE, be it resolved, that Navajo County is hereby authorized by the Navajo County Board of Supervisors to enter into a Planning Grant Agreement with the United States of America, Federal Aviation Administration, a copy of which is attached hereto and made a part hereof by reference.

The Navajo County Administrator, Sherwood J. Rodgers is hereby authorized to execute on behalf of said Navajo County the application of grant payment and other documents necessary to accept the grant, offer of the United States of America, Federal Aviation Administration.

DATED this 27th day of March 1979

Norman H. Turley
Chairman of the Board of Supervisors

ATTEST:

Connie J. Mazon
Clerk of the Board

Subscribed, sworn to and acknowledge before me this 27th day of March 1979, by Norman H. Turley.

Fay H. Turley
NOTARY PUBLIC

My Commission Expires: My Commission Expires Feb. 4, 1982

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

PLANNING GRANT AGREEMENT

PART I — OFFER

DATE OF OFFER March 9, 1979

TYPE OF PLANNING GRANT:

[X] AIRPORT MASTER PLANNING FOR
Show Low Municipal Airport

[ ] AIRPORT SYSTEM PLANNING FOR

PROJECT NO. 78-1-A-04-0035-01

CONTRACT NO. DOT-FA79WE-4849

TO: Navajo County (herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein referred to as the "FAA").

WHEREAS, the Sponsor has submitted to the FAA, an Airport Master (Master or System) Planning Grant Application dated November 2, 1978 (herein called the "Planning Application"), for a grant of funds for a project for the development for planning purposes of information and guidance to determine the extent, type, and nature of development needed for Show Low Municipal Airport (airport area name and/or location) Show Low, Arizona (herein called the Airport (airport or area)), which Planning 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 development of plans for the Airport (airport or area) (herein called the "Planning Project") consisting of the following approved airport Master (master or system) planning:

Preparation of an Airport Master Plan for Show Low Municipal Airport, Show Low, Arizona.

all as more particularly described in the Description of Work Program incorporated in the said Planning Application;

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Development Act of 1970, as amended, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Planning 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 airport Master (master or system) planning included in the Planning Application, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share 91.06 percent of the allowable costs incurred in accomplishing the Planning Project, subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be $ 13,383.

2. The FAA, for and on behalf of the United States, may by written notice terminate or suspend this grant in whole or in part, or withhold payment, in the event that it finds that the Sponsor has:

   a. Failed to comply with Federal law or with any of the terms and conditions contained in this Planning Grant Agreement;

   b. Failed to carry out the Planning Project as approved;

   c. Made unauthorized or improper use of grant funds;

   d. Submitted any application, report, or other document which contains a misrepresentation of a material nature or is incorrect or incomplete in any material respect; or,

   e. If for any reason continuation of the approved Planning Project is rendered impossible, ineligible, or illegal.

   The Sponsor shall take such action relative to termination or suspension as may be required by the FAA in the notice of termination or suspension. In such case termination or suspension shall not affect any otherwise valid and allowable obligations made in good faith prior to receipt of notice of termination or suspension.

3. The Sponsor shall:

   a. Begin accomplishment of the Planning Project within 30 days after acceptance of this Offer, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;

   b. Carry out and complete the Planning Project without undue delay and in accordance with the terms hereof, the Airport and Airway Development Act of 1970, and Sections 152.121-152.143 of the Regulations of the Federal Aviation Administration (14 CFR 152) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations";

   c. Carry out and complete all planning work in accordance with the Description of Work Program, incorporated herein, or as it may be revised or modified with the approval of the FAA and in accordance with design standards and planning criteria established by the FAA;

4. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 152.137 of the Regulations.

~~5. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections _____ of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section _____ of the Regulations and final reimbursement will be made after final review, audit, and acceptance by FAA of the completed Planning Project and after all conditions relating to the Planning Project have been satisfied.~~

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 Planning Project unless this Offer has been accepted by the Sponsor on or before April 9, 1979 or such subsequent date as may be prescribed in writing by the FAA.

8. All financial records pertaining to the Planning Project shall be made available to authorized representatives of the FAA and the Comptroller General of the United States in conformity to Section 152.143 of the Regulations.

9. The Sponsor will, at such times and in such manner as the FAA may require, furnish FAA with periodic reports and statements pertaining to the Planning Project and planning work activities and other related matters covered hereunder.

10. Sponsors shall submit for FAA approval prior to their execution all private party or public body contracts to do all or any part of the Planning Project. These contracts shall include applicable terms and conditions as specified by the FAA.

11. The FAA reserves the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of the Planning Project and further reserves the right to disapprove the proposed scope and cost of the professional services.

12. The FAA reserves the right to disapprove the use of professional level employees of the Sponsor when such employees are designated by the Sponsor to do all or part of the Planning Project.

13. All published material such as reports, maps, and other documents prepared in connection with the Planning Project and planning work activities shall contain a standard notice that the material was prepared under an Airport Master Planning Grant provided by FAA. The Sponsor shall make these documents available
(Master or System)
for examination by the public.

    In addition, no material prepared in connection with the Planning Project and planning work activities shall be subject to copyright in the United States or in any other country. The FAA shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared with Airport Planning Grant funds.

14. The Sponsor agrees to conduct the Planning Project in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 and by Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended.

15. The Sponsor agrees that neither the approval of the Planning Application nor the tender of this Offer nor the approval of the final airport Master (master or system) planning report constitutes an assurance or commitment, express or implied, by the FAA, that any airport development or unit thereof shown in the planning developed as part of this Planning Application will be approved for inclusion in any pending or future Airport and Airway development Program under the Airport and Airway Development Act of 1970.

16. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Part 152 of the Federal Aviation Regulations. Final determination as to the allowability of the costs of the project will be made after final audit.

17. The Grantee agrees to effectuate the purposes of Section 30 of the Airport and Airway Development Act of 1970, as amended, by assuring that minority business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided under this agreement. For the purposes of this provision, "Minority Business Enterprise" means a business enterprise that is owned by, or is controlled by, a socially or economically disadvantaged person or persons. Such disadvantage may arise from cultural, racial, religious, sex, national origin, chronic economic circumstances or background or other similar cause. Such persons may include, but are not limited to, Blacks not of Hispanic origin; persons of Hispanic origin; Asians or Pacific Islanders; American Indians; and Alaskan Natives. Grantee further agrees to comply with such regulations as may be issued by the Federal Aviation Administration to implement Section 30 of the Act.

The Sponsor's acceptance of this Offer and ratification and adoption of the Planning Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise an Airport Master (Master or System) Planning Grant Agreement, as provided by the Airport and Airway Development Act of 1970, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Planning Project. Such Airport Master (Master or System) Planning Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

BY Chief, Airports District Office, LAX-600
(Title)

PART II – ACCEPTANCE

The County of Navajo, Arizona (herein referred to as the "Sponsor") does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Airport Master (Master or System) Planning Grant Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed in its name by its undersigned officer on this _____ day of _____, 19____, in _____, County of Navajo, State of _____.

(SEAL)

Navajo County, Arizona
(LEGAL NAME OF SPONSOR/COSPONSOR)

BY Sherwood Hodges
(SIGNATURE OF AUTHORIZED OFFICER)

Attest: Connie J. Mazon
Title: Clerk of the Board

COUNTY ADMINISTRATOR
(TITLE OF AUTHORIZED OFFICER)

Executed in its name by its undersigned officer on this _____ day of _____, 19____, in _____, County of _____, State of _____.

(SEAL)

_____
(LEGAL NAME OF COSPONSOR)

BY _____
(SIGNATURE OF AUTHORIZED OFFICER)

Attest: _____

Title: _____

_____
(TITLE OF AUTHORIZED OFFICER)

Executed in its name by its undersigned officer on this _____ day of _____, 19____, in _____, County of _____, State of _____.

(SEAL)

_____
(LEGAL NAME OF COSPONSOR)

BY _____
(SIGNATURE OF AUTHORIZED OFFICER)

Attest: _____

Title: _____

_____
(TITLE OF AUTHORIZED OFFICER)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Jay V. Flake, acting as Attorney for Navajo County, Arizona (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing airport Master (Master or System) Planning Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State(s) of Arizona, and further that, in my opinion, said airport Master (Master or System) Planning Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Holbrook this 27 day of March 19 79.

Jay V. Flake
(Signature)

Navajo Co. Atty.
(Title)