

3374 Mira Loma Drive Cameron Park California 95682 info@cpairportfoundation.org EIN: 88-2230802

# **GRANT AGREEMENT**

WHEREAS, the Cameron Park Airport District (Grantee) is a California Airport Special District, a government entity formed for the purpose of owning, operating, and maintaining the public use Cameron Park Airport; and,

WHEREAS, the Cameron Park Airport Foundation (CPAF) is a 501(c)3 tax exempt public charitable organization formed to contribute to the non-routine maintenance, public utility, and improvement of those airport assets that promote public safety through airport infrastructure improvements, advancing the education of pilots and aircraft maintenance personnel, and increasing community access to the public airport amenities at and around the Cameron Park Airport; and,

WHEREAS, CPAF actively enables such public interest activities through the occasional distribution of funds under grant awards that support such entities as the Grantee; and,

WHEREAS, CPAF and Grantee are entering into this agreement to establish the terms of a CPAF cash money grant under which CPAF will provide funding to the Grantee for a certain airport improvement project, as defined below (Agreement).

- 1. These documents describe the project the Grantee desires to implement (the Project) and are incorporated into this agreement. CPAF has relied on the representations and statements in these documents:
  - a. Project description and Budget: Exhibit 1
  - b. Project timeline: Exhibit 2 (note Mesotech quote expires 12/27/2024)
  - c. Ceilometer concrete pad: Exhibit 3
- 2. The Grant Amount shall be that amount as stated in Exhibit 1. It shall be Grantee's sole responsibility for any additional fees, charges or other expenses including, but not limited to, those listed in Appendix A. Under no circumstances will CPAF be responsible or obligated for any expenses or deliverables beyond the Grant Amount.
- 3. The Grantee agrees to expend the entire Grant Amount for the Project purposes and according to the budget specified in the documents listed in Paragraph 1. The Grantee will treat the Grant Amount as a restricted asset and will keep adequate records to document the expenditure of funds and the Project activities supported by the grant. Time is of the essence for this Project and Agreement, and the Grantee agrees to return to CPAF any part of the Grant Amount unencumbered at the end of the Project or June 30th, 2025, whichever

occurs first. The Grantee agrees to make available to CPAF, at reasonable times, the financial records related to the activities supported by the grant.

- 4. As conditions precedent to CPAF's funding of the grant and conveying any funds to Grantee, the Grantee shall:
  - a. Have fully executed one or more definitive agreements with the supplier-vendor of the AWOS-3 system (Mesotech) for (i) acquisition of the listed equipment and (ii) installation services, with such agreement(s) having a start date not later than March 31, 2025;
  - b. RESERVED
- 5. CPAF and the Grantee may agree in writing to modify the objectives, methods or timeline of the project for which grant funds have been awarded.
- 6. The Grantee agrees to notify CPAF about any of the following:
  - a. Any change in key personnel of the project or organization;
  - b. Any change in Grantee's tax-exempt classification under relevant sections of the Internal Revenue Code;
  - c. Any development that significantly affects the operation of the project or the organization.
- 7. The Grantee warrants that as a government entity it is currently exempt from Federal income tax and is not a private foundation, and that it has received no notice or information that such IRS determination has been revoked, modified, suspended or superseded by IRS action or otherwise.
- 8. CPAF may, after notice to the Grantee of its intent to do so, cancel its participation in the project for which funds are granted, in the event CPAF, in its sole judgment, finds that:
  - a. the Grantee has failed to make substantial progress in the completion of the project; or
  - b. the Grantee has failed to comply with the terms of this Agreement; or
  - c. such cancellation is necessary to comply with the requirements of law; or
  - d. the Grantee fails to maintain its status as a tax-exempt entity

In the event of cancellation under this Paragraph, the Grantee will return any unspent grant funds to CPAF.

- 9. The Grantee agrees to defend and hold harmless the Foundation and its officers and employees from and against any claim, including the expenses of investigation and defense of such claim, arising out of or in any way connected with this grant or the expenditure of grant funds.
- 10. The Grantee agrees to comply with Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism.
- 11. The following reports are required to comply with this Agreement:

- a. The Grantee agrees to submit an Interim Report one month after the vendor commences work on the Project. This report will include:
  - i. a description of program activities that have taken place to date;
  - ii. a description of events that have had a significant negative effect on the progress of the Project, if any; and
  - iii. an evaluation of the project to date; and
  - iv. an estimate of the Project completion date.
- b. Regardless of the submission of an Interim Report, the Grantee agrees to submit a Final Report no later than 30 days after the completion of the Project. This report will include each topic listed for Interim Reports plus:
  - i. a discussion of the degree to which project objectives were achieved;
  - ii. a description of any unanticipated effects of the project; and
  - iii. a full financial accounting of the expenditure of the grant.
- 12. The Grantee agrees to appropriately credit the participation of CPAF in any advertisement, publicity or public comment related to the project for which funds are granted.
- 13. CPAF agrees to forward the Grant Amount by check to the Grantee within 15 days of last to occur of the following:
  - a. the signing of this Agreement;
  - b. the satisfaction of those conditions as set forth in Paragraph 3 of this Agreement;
  - c. RESERVED

IN WITNESS WHEREOF, we have signed this Agreement as of its date.

### CAMERON PARK AIRPORT FOUNDATION

#### CAMERON PARK AIRPORT DISTRICT GRANTEE

By:	
Printed	Name:
Title:	
Date:	

By: Printed Name: Title: Date

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## Appendix A

## **CPAD Assumed Costs**

Certain operating and maintenance costs associated with the Project shall be the responsibility of the Cameron Park Airport District. CPAF recommends CPAD budget and prepare to pay costs such as, but not limited to:

Estimated Additional Annual Expense

**Recurring Expenses** 

<ol> <li>Annual NADIN network fees*</li> <li>Annual FAA Certification Inspection (includes 1 trimester insp)</li> <li>Trimester Inspection 2</li> <li>Trimester Inspection 3</li> <li></li> </ol>	\$920.00 \$0.00 - CPAD on file \$0.00 - CPAD on file \$0.00 - CPAD on file
Non-recurring Expenses	
<ol> <li>Permits: County, State</li> <li>Federal, state, and local taxes, if any</li> <li>Ground improvements (concrete pad, electrical), if any</li> <li>Other</li> </ol>	\$0.00 - TBD \$0.00 - TBD \$0.00 - TBD \$0.00

\* NADIN Fees commence on first anniversary of joining network