

GRANT AGREEMENT
Part 1 - OFFER

Date of Offer: **September 29, 2012**

Project No. 12-013

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

FROM: The State of South Carolina (acting through the South Carolina Aeronautics Commission, herein referred to as "Aeronautics").

WHEREAS, The Sponsor has submitted to Aeronautics a Project Application dated **July 12, 2012**, a grant of State Funds for a project for development of the **Hilton Head Airport** together with plans and specifications for such a project, with Project Applications, as approved by Aeronautics is hereby incorporated herein and made a part hereof:

and

WHEREAS, Aeronautics has approved a project for development of the Airport ("herein called the "Project") consisting of the following described airport development:

- 1) Environmental Assessment and Benefit Cost Analysis for Five Year Capital Improvement Projects**
- 2) Traditional Cultural Properties Analysis**
- 3) Phase III Data Recovery and Public Outreach Program**

All as more particularly described in the property map and plans and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsor's adoption and ratification of the acceptance of this offer and agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH THE SOUTH CAROLINA AERONAUTICS COMMISSION, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

<u>Funding Source</u>	<u>Amount</u>
State	\$ 37,856
Federal	\$972,625
Sponsor	\$ 37,857
Other	\$ 0

for a total cost of **\$1,048,338** subject to the following:

PART II - SPONSOR ASSURANCES

1. The Sponsor shall:
 - a. begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one year from award of this Offer;
 - b. carryout and complete the project in accordance with the terms of this agreement applicable policies of Aeronautics, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
 - c. carryout and complete the project in accordance with the plans and specification and property map incorporated herein, including any revisions or modification approved in writing by Aeronautics. Sponsor further agrees to copy Aeronautics a to all construction progress reports, payment applications, and completion documents and related correspondence within ten (10) days of document development or receipt.
 - d. submit all planning documents to Aeronautics for review and approval; and
 - e. notify Aeronautics, in writing, of any improvements to the airport so that same may be incorporated into the South Carolina Airport System Plan.
2. The Sponsor shall operate and maintain the Airport as provided in the Project Application.
3. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, Aeronautics or Aeronautics, on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
4. The Sponsor shall maintain the approaches to the airport in compliance with appropriate guidelines set forth in FAA Part 77 or other guidelines approved in writing by Aeronautics. Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.
5. The Sponsor shall maintain property insurance on the project to cover any and all losses. The amount of the coverage shall, at a minimum, be equal to the total cost of the project.
6. The Sponsor's Request for Final Reimbursement must have been received within ninety (90) calendar days after the Final Inspection has been accomplished in order to close out the project in a timely manner.

PART III - ACCEPTANCE

_____ (Sponsor) does hereby ratify and adopt all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 2012

(Name of Sponsor)

(Signature By)

(Title)

(Seal)

Attest _____

Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for _____ do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said _____ relating thereto, and find the Acceptance by 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 of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this _____ day of _____, 2012

Signature By _____

Title _____



County Council of Beaufort County
Hilton Head Island Airport – www.hiltonheadairport.com
Beaufort County Airport – www.beaufortcoairport.com
Post Office Box 23739 – 120 Beach City Road
Hilton Head Island, South Carolina 29925-3739
Phone: (843) 255-2950 - Fax: (843) 255-9424

TO: Councilman Herbert Glaze, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKUBIC*
Bryan Hill, Deputy County Administrator
Joshua Gruber, County Attorney *JG*
David Starkey, Chief Financial Officer *DS*
Rob McFee, Division Director, Engineering and Infrastructure *RMCFE*

FROM: Paul Andres, Director of Airports *PA*

SUBJ: South Carolina Aeronautics Commission (SCAC) Grant Offer 12-013

DATE: November 2, 2012

BACKGROUND. The South Carolina Aeronautics Commission has made a grant offer in the amount of \$37,856.00 for the Hilton Head Island Airport. This grant offer represents the State's 5% matching share for projects currently funded under FAA Grants #32, #33, and a portion of #34. These projects include; Environmental Assessment and Benefit Cost Analysis for Five Year Capital Improvement Projects, Traditional Cultural Properties Analysis, and Phase III Data Recovery and Public Outreach Program. A copy of the grant offer is attached for your information. The Airports Board favorably endorses these projects.

RECOMMENDATION. That the Public Facilities Committee approve and recommend that County Council accept the South Carolina Aeronautics Commission Grant Offer 12-013 in the amount of \$37,856.00 for projects at the Hilton Head Island Airport.

PAA/paa

Attachment: SCAC Grant Offer 12-013