

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part 1-Offer

Date of Offer DEC 26 1967

Falo Alto of Santa Clara County Airport

Project No. 7-04-02-1803

Contract No. FA6249-2035

TO: The County of Santa Clara, California (herein referred to as the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 19, 1967, for a grant of Federal funds for a project for development of the Falo Alto of Santa Clara County Airport (herein called the "Airport"), together with plans and specifications for such project, 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 development of the Airport (herein called the "Project") consisting of the following-described airport development:

Fill for airport development; relocate discharge lines for storm drainage pumping station.

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 purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), 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 the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION AGENCY, 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, **53.63 per centum of all allowable project costs.**

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

1. The maximum obligation of the United States payable under this Offer shall be \$ **121,284.00**
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within **sixty** days after acceptance of this Offer or such longer time as may be prescribed by the FAA, 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 Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 151.45-151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151) 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 the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.
3. 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 151.41 (b) of the Regulations.
4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 151.57 - 151.63 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 151.63 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 151.63 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the Airport as Provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 4 in Part III of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
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 **January 22, 1968** or such subsequent date as may be prescribed in writing by the FAA.
8. In addition the Sponsor shall:
 - (a) Incorporate or cause to be incorporated in each contract for construction work under the project, or any modification thereof, the equal opportunity clause as set forth in Section 202 of Executive Order No. 11246 of September 24, 1965, or such modification thereof as may be approved by the Secretary of Labor.
 - (b) Incorporate or cause to be incorporated in each bid or proposal form submitted by prospective contractors for construction work under the project the provisions prescribed by Section 151.54(d)(1), Part 151, Federal Aviation Regulations.
 - (c) Be bound by said equal opportunity clause in any construction work under the project which it performs itself other than through its own permanent work force directly employed or through the permanent work force directly employed by another agency of government.
 - (d) Cooperate actively with the FAA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor.
 - (e) Furnish the FAA and the Secretary of Labor such information as they may require for the supervision of such compliance and will otherwise assist the FAA in the discharge of its primary responsibility for securing compliance.
 - (f) Refrain from entering into any contract or contract modification subject to Executive Order No. 11246 with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to Part II, Subpart D of Executive Order No. 11246.
 - (g) Carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FAA and the Secretary of Labor pursuant to Part II, Subpart D of Executive Order No. 11246; and in the event that the Sponsor fails

or refuses to comply with its undertakings, the FAA may cancel, terminate or suspend in whole or in part any contractual arrangements it may have with the Sponsor, may refrain from extending any further assistance under any of its programs subject to Executive Order 11246 until satisfactory assurance of future compliance has been received from such applicant, or may refer the case to the Department of Justice for appropriate legal proceedings.

9. The Federal Government does not now plan or contemplate the construction of any structures pursuant to Paragraph 9 of Part III-Sponsor's Assurances of the Project Application dated June 19, 1967, and, therefore, it is understood and agreed that the Sponsor is under no obligation to furnish any areas or rights without cost to the Federal Government under this Grant Agreement. However, nothing contained herein shall be construed as altering or changing the rights of the United States and/or the obligations of the Sponsor under prior Grant Agreements to furnish rent-free space for the activities specified in such Agreements.
10. It is understood and agreed by and between the parties hereto that Paragraph 7 of Part III - Sponsor's Assurances - of the Project Application, attached hereto and made a part hereof, is hereby amended by deleting "Section A of FAA Technical Standard Order So. No. 114, or Advisory Circular (AC) No. 100/5300-1, whichever is applicable according to the currently approved airport layout plan," and substituting in lieu thereof, "Part 77 of the Federal Aviation Regulations (14 C.F.R. Part 77)."
11. It is understood and agreed that the terms "Administrator of the Federal Aviation Agency," "Administrator" or "Federal Aviation Agency" wherever they appear in this Agreement, in the Project Application, plans and specifications or other documents constituting a part of this Agreement shall be deemed to mean the Federal Aviation Administrator or the Federal Aviation Administration, as the case may be.
12. Notwithstanding the provision in Paragraph 3, Part III of the Project Application, the Sponsor covenants and agrees that it will not grant any exclusive right for the conduct of any aeronautical activity at the Palo Alto Airport of Santa Clara County, or at any public airport now owned or controlled by the County of Santa Clara, or at any airport it may subsequently acquire or control, and that with respect to any existing exclusive rights granted at any such airport which were valid or permissive at inception, the Sponsor further agrees that it will terminate any such exclusive right (including any exclusive right to engage in the sale of gasoline or oil or both) at the earliest renewal, cancellation, or expiration date applicable to the agreement that established the exclusive right. The Sponsor certifies that there is no prohibited exclusive right at any such airport.

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 said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY

By *[Signature]*
AREA MANAGER (TITLE)

Part II-Acceptance

The _____ does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project 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 this DEC 27 1967 day of _____, 19_____

COUNTY OF SANTA CLARA, CALIFORNIA
(Name of Sponsor)

(SEAL)

By *[Signature]*
Title Chairman of the Board of Supervisors

Attest: *[Signature]*
Donald M. [unclear]
Assistant Clerk
Board of Supervisors

CERTIFICATE OF SPONSOR'S ATTORNEY

I, *[Signature]*, acting as Attorney for The County of Santa Clara, (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing 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 of _____, 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 at San Jose, Calif. this 29th day of December, 1967.

[Signature]
Title Administrative Council Counsel

Office of the Board of Supervisors
524 County Administration Building
70 West Hedding Street
San Jose, California 95110
299-2323 Area Code 408

County of Santa Clara
California

Sig Sanchez, District 1
Sam P. Della Maggiore, District 2
Charles A. Quinn, District 3
Ralph H. Mehrkens, District 4
Martin J. Spangler, District 5

December 28, 1967

Mr. C. G. Hand, Chief, Airports Branch
Department of Transportation
Federal Aviation Administration
San Francisco Area Office
831 Mitten Road
Burlingame, California 94010

Subject: Grant Agreement Concerning Development of Palo Alto
Airport

Dear Mr. Hand:

Enclosed you will find an original and two (2) copies of the Grant Agreement and Resolution of the Board of Supervisors of the County of Santa Clara, State of California, accepting the grant offer of the United States of America through the Federal Aviation Agency in the maximum amount of \$121,284 to be used under Project No. 9-04-052-D803 in the Development of Palo Alto Airport. The Board of Supervisors at its regularly scheduled meeting on December 27, 1967, authorized its Chairman to execute this Grant Agreement and Resolution on behalf of the County.

After execution of all copies, we would appreciate your returning a fully executed copy of the Grant Agreement to this office.

Very truly yours,

BOARD OF SUPERVISORS

Donald M. Rains
Assistant Clerk of the Board

DMR:gc
Encl.
cc: Public Works

C O P Y