

# County of Santa Clara

Roads & Airports Department

Airports Division  
2500 Cunningham Avenue  
San Jose, California 95148  
(408) 929-1060 FAX (408) 929-8617



Reid-Hillview Airport  
(408) 929-2256

Palo Alto Airport  
(650) 856-7833

South County Airport  
(408) 683-4741

## PAO

August 24, 2001

Mr. Michael J. Farmer, Chief  
Office of Aviation Programs  
Division of Aeronautics M.S. #40  
1120 N. Street – Room 3300  
P.O. Box 942874  
Sacramento, CA. 94274-0001

Dear Mr. Farmer:

Enclosed are three original copies of each of three state grant agreements signed by Michael J. Murder, Director of Roads and Airport Department. The County of Santa Clara Board of Supervisors previously authorized Mr. Murdter to accept these grants on behalf of the County.

If you have any questions, please contact me at (408) 272-0191.

Sincerely,

Jerome T. Bennett  
Director, County Airports

JTB:ag

Enclosures:

**DEPARTMENT OF TRANSPORTATION**

DIVISION OF AERONAUTICS M.S. #40

1120 N STREET - ROOM 3300

P.O. BOX 942874

SACRAMENTO, CA 94274-0001

(916) 654-4959

FAX (916) 653-9531

July 31, 2001



Mr. Michael J. Murdter  
Director, Roads & Airports Department  
County of Santa Clara  
101 Skyport Drive  
San Jose, CA 95110-1302

Dear Mr. Murdter:

We are pleased to inform you that, acting on the authority of the California Transportation Commission, with the approval of the Department, \$6,750 in State Aeronautics funds has been allocated to the County of Santa Clara. The enclosed allocation offer signed by the Department is for your records. These funds are intended as a portion of the match for your Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant No. 3-06-0182-04 at the Palo Alto Airport. This project is to conduct a master plan update.

Also enclosed are four copies of the California Aid to Airports Program Grant Agreement - Federal AIP Matching Funds. Please have the authorized official sign and return to the Department three copies of the Grant Agreement, each with original signatures. A fully executed copy of the Grant Agreement will be returned to you.

A single state payment will be made after the project has been completed and the FAA has approved a final payment. However, the Department will consider requests for progress payments for projects that are unusually large and/or have a lengthy acquisition process.

If you have any questions about the allocation and the grant agreement process, or anticipate problems with the timely completion of this project, please call me at 916/654-5174.

Sincerely,

A handwritten signature in black ink that reads "Michael J. Farmer".

MICHAEL J. FARMER, Chief  
Office of Aviation Programs

Enclosures

cc: Herman Bliss - FAA  
John Pfeifer - FAA

ROADS & AIRPORTS  
DEPARTMENT  
RECEIVED  
AUG 3 10 51 AM '01  
COUNTY OF  
SANTA CLARA

**CALIFORNIA AID TO AIRPORTS PROGRAM  
GRANT AGREEMENT - FEDERAL AIP MATCHING FUNDS**

**THIS AGREEMENT, MADE AND ENTERED INTO ON THIS 31st DAY OF JULY 2001, BY AND BETWEEN THE STATE OF CALIFORNIA, Department of Transportation, hereinafter referred to as "STATE," AND THE COUNTY OF SANTA CLARA, a political subdivision of the State of California, hereinafter referred to as "PUBLIC ENTITY."**

**SECTION I**

**1. WHEREAS**, Section 21683.1 of the California Public Utilities Code authorizes the California Transportation Commission to allocate funds for a portion of the match for Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants to certain airports upon the recommendations of the Department and pursuant to Department regulations set forth in Title 21, Chapter 2.5, Subchapter 4, Sections 4050, et seq., of the California Code of Regulations; and

**2. WHEREAS**, pursuant to the above authority, the California Transportation Commission allocated a maximum amount of \$6,750 from the Aeronautics Account in the State Transportation Fund by Resolution Number FDOA 2001-5 dated July 12, 2001, the terms of which are made an express part of this Agreement.

**NOW, THEREFORE**, in consideration of the covenants and conditions hereinafter expressed, the parties agree as follows:

**SECTION II**

**1. PUBLIC ENTITY** shall perform or contract for all work necessary to complete the following described airport improvement(s) hereinafter referred to as "**IMPROVEMENT**":

**Airport:** Palo Alto

**Federal AIP Grant No.:** 3-06-0182-04

**Detailed Project Description:** Conduct master plan update.

Items in AIP Grant that are ineligible for State funding: None.

Total Federal AIP Grant	\$135,000
Less Cost of ineligible items	\$ 0
Total amount of AIP Grant eligible for State matching	<u>\$135,000</u>
<b>MAXIMUM STATE PARTICIPATION:</b> (5% of eligible items in AIP Grant)	\$ <u>6,750</u>

2. **PUBLIC ENTITY** shall comply with all special conditions set forth in the Funding Resolution issued by the California Transportation Commission.

3. **PUBLIC ENTITY** shall deposit all monies received from **STATE** for **IMPROVEMENT** in the Palo Alto Airport Account within the **PUBLIC ENTITY's** Special Aviation Fund in accordance with Public Utilities Code Section 21684.

4. **PUBLIC ENTITY** shall allow authorized **STATE** representatives to inspect the work being performed at any time during construction of **IMPROVEMENT**.

5. **PUBLIC ENTITY** agrees to retain all books, records, and accounts relating to this Grant Agreement for a minimum of three (3) years from the date of final payment to **PUBLIC ENTITY** after completion of **IMPROVEMENT**, and shall make these documents available for examination by **STATE** upon request.

6. **PUBLIC ENTITY** shall comply with all applicable **STATE** laws and regulations.

7. **PUBLIC ENTITY** shall indemnify and hold harmless the **CALIFORNIA TRANSPORTATION COMMISSION** and the **STATE** and all officials and employees thereof from all claims, suits or actions of every kind, brought for, or on account of, any damage or liability occurring by reason of, or resulting from: anything done or omitted to be done by **PUBLIC ENTITY** under this Grant Agreement; with respect to the construction, operation and maintenance of the **IMPROVEMENT** any act or omission by the **PUBLIC ENTITY's** Contractor or agents during the process of constructing, operating or maintaining the **IMPROVEMENT**. **PUBLIC ENTITY's** duty to indemnify and save harmless shall include the duty to defend, as set forth in Section 2778 of the Civil Code.

### SECTION III

1. **STATE** shall disburse the **STATE's** share of the project cost up to \$6,750 not to exceed five percent (5%) of payments received by the **PUBLIC ENTITY** from the FAA, in the manner described in paragraph 2 of this section. However, in no event shall the total **STATE** disbursement exceed the sum of \$6,750, unless authorized by supplemental allocation from the California Transportation Commission and an amendment to this Agreement.

2. Upon receipt of request for payment by **PUBLIC ENTITY**, **STATE** agrees to make payments by one of the following methods:

- (a) **PUBLIC ENTITY** may, no more often than monthly in arrears, submit certifications of the percentage of the work then completed, multiplied by 90 percent of the sum identified in paragraph 1 of this section along with a copy of invoice to the FAA; or
- (b) **PUBLIC ENTITY** may submit copies of Contractor's invoices for materials and services delivered as a lump-sum payment request after construction of **IMPROVEMENT** has been completed, along with a copy of the corresponding invoice sent to the FAA.

3. Regardless of the number of progress payments submitted, 10 percent of the **STATE's** share indicated in paragraph 1 of this section shall be retained by **STATE** until final receipt of documentation acknowledging completion and acceptance of **IMPROVEMENT** by **PUBLIC ENTITY**.

4. PUBLIC ENTITY shall refund to STATE any portion of the STATE funding share not expended to complete IMPROVEMENT.

5. After the project has been completed and accepted by the FAA, STATE will pay the 10% balance of the withheld STATE funds to PUBLIC ENTITY.

**PUBLIC ENTITY'S ACCEPTANCE**

**COUNTY OF SANTA CLARA**

**Public Entity**

By: M. J. Muir

Title: Director, Roads and Airports Department

Date: 8/6/01

**STATE OF CALIFORNIA**  
**DEPARTMENT OF TRANSPORTATION**

**Division of Aeronautics**

**Accounting Service Center**

By: \_\_\_\_\_  
**R. AUSTIN WISWELL, Acting Chief**

I hereby certify upon my own personal knowledge that allocated funds are available for the period and purpose of the expenditure stated above.

Date: \_\_\_\_\_

\_\_\_\_\_  
**Accounting Officer**

Date: \_\_\_\_\_