

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

THIS AGREEMENT, MADE AND ENTERED INTO ON THIS 27th DAY OF SEPTEMBER 1999, 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 \$7,560 from the Aeronautics Account in the State Transportation Fund by Resolution Number FDOA 99-5 dated June 8, 1999, 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: Reid-Hillview

Federal AIP Grant No.: 3-06-0225-05

Detailed Project Description: FAR Part 150 Noise Compatibility Planning Study

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

Total Federal AIP Grant	\$ 151,200
Less Cost of ineligible items	\$ <u>0</u>
Total amount of AIP Grant eligible for State matching	\$ <u>151,200</u>
MAXIMUM STATE PARTICIPATION: (5% of eligible items in AIP Grant)	\$ <u>7,560</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 Reid-Hillview 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 \$7,560, 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 \$7,560, 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**.

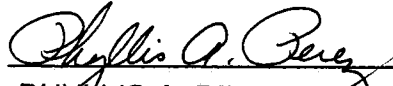
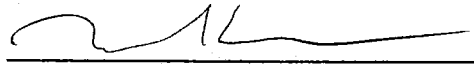
4. PUBLIC ENTITY shall refund to STATE any portion of the STATE funding share not expended to complete IMPROVEMENT.

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: 
PETE McHUGH
Title: CHAIR BOARD OF SUPERVISORS
Date: NOV 02 1999

Attest:
By: 
Title: PHYLLIS A. PEREZ
Clerk of the Board of Supervisors
Date: NOV 02 1999
Approved as to Form and Legality
By: 
Title: Assistant County Counsel
Date: OCT 25 1999

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

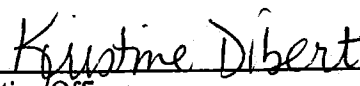
Aeronautics Program

By: 
MARLIN BECKWITH, Program Manager
Aeronautics Program

Date: 12/13/99

Accounting Service Center

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


Accounting Officer

Date: 11-30-99