

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part 1-Offer

Date of Offer June 21, 1956

~~Reid-Hillview~~

Airport

Project No. 9-04-129-D604

Contract No. SA-66-42-2107

TO: County of Santa Clara
(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 April 23, 1956, for a grant of Federal funds for a project for development of the ~~Reid-Hillview~~ 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:

Construct apron (approximately 222,000 square feet) including taxiway, and construct drainage system west side of airport.

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

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CW
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[Handwritten initials]

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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, ~~53.64 per centum of said 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 \$ ~~70,000.~~
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within thirty 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
June 30, 1966, 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 areas of land or water, or estate therein or rights in buildings required by the Federal Government for the activities set forth in Paragraph 9 of Part III of the Project Application shall be as set forth in Schedule A attached to the Grant Agreement for Project 9-04-128-B201, which said schedule is incorporated herein and made a part hereof by reference.
 10. It is understood and agreed by and between the parties hereto that Paragraph 7 of Part III of the Project Application is hereby amended by deleting therefrom the reference to Section A of FAA Technical Standard Order N18 and Advisory Circular (AC) No. 150/5300-1 and substituting in lieu thereof, Section 77.13 as applied to Section 77.27, Part 77, of the Federal Aviation Regulations.
 11. It is further understood and agreed that, notwithstanding the inclusion of the following work items in the approved plans and specifications for the construction of tiedown (approx. 222,000 sq. ft.), the United States shall not participate or be obligated to participate therein:
 1. Construction of Streets "C" and "D" as shown on the approved Reid-Hillview Airport Layout Plan dated May 4, 1966.
 2. Construction of Taxiway 2 as shown on the approved Reid-Hillview Airport Layout Plan dated May 4, 1966.
 12. It is further understood and agreed that notwithstanding the inclusion of the off-site drainage in the approved plans and specifications for the "drainage for east side of airport" the United States ~~shall not~~ participate in the maximum amount of \$44,943 of the total drainage project costs.
 13. It is further understood and agreed that the Sponsor will not commence, nor permit the commencement of, construction of the airport drainage system until it has submitted evidence satisfactory to the FAA that it has acquired a sufficient interest in land outside airport boundaries to permit the construction, operation and maintenance of the drainage system.
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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 herein-after 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 *[Sponsor]* 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 *June 27 1966* day of *June 27 1966*, 19 *1966*

COUNTY OF SANTA CLARA, CALIFORNIA
(Name of Sponsor)

(SEAL)

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

Attest: *[Signature]*
Title: *Clerk of the Board of Supervisors*

CERTIFICATE OF SPONSOR'S ATTORNEY

I, *John R. Kennedy*, acting as Attorney for *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 *California*, 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 *28* day of *June*, 19 *66*
[Signature]
Title *Asst. County Counsel*