

7A3

Transportation Agency
1555 Berger Drive
San Jose, California 95112

County of Santa Clara

California



Prepared by Ho
Reviewed by Bruce
Submitted by Graebner

TRANSMITTAL MEMORANDUM

S.D. _____

Page 1 of 2

DATE: June 13, 1984

COUNTY BOARD OF SUPERVISORS: Agenda Date June 26, 1984 Item No. _____
TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____
TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: S. A. Bruce, Deputy Director

SUBJECT: Execute Grant Agreement with the FAA for the Development of Square Loop Area at Reid-Hillview Airport

RECOMMENDED ACTION:

It is recommended that the Board authorize the Chairperson to execute a Grant Agreement with the Department of Transportation, Federal Aviation Administration, for the improvements at Reid-Hillview Airport. The amount of the Grant is \$900,000.

FISCAL IMPLICATION:

The total cost of the project will be \$1,000,000. The County's share of \$100,000 will come from the Aviation Reserve Fund.

Funds are available in the 83/84 budget to cover the preliminary engineering cost. The actual construction will commence during the 84/85 fiscal year following the guidelines established in the County's Master Plan. Construction costs will be included in the 84/85 budget (4915-501). The matching funds are available within aviation balances.

Capital improvement for airport facilities is in keeping with progressive maintenance and will result in increased revenue for the County Aviation Enterprise Fund.

REASONS FOR RECOMMENDATION:

There is an extreme shortage of aircraft tiedown facilities in the South Bay area and the project, as proposed, will provide approximately 140 tiedown spaces for Reid-Hillview Airport. This will provide relief to business and general aviation aircraft waiting for such availability.

APPROVED: for DIRECTOR for
COUNTY EXECUTIVE _____

ORIGINAL

JUN 26 1984

DATE: June 13, 1984

COUNTY BOARD OF SUPERVISORS AGENDA DATE: June 26, 1984

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: Execute Grant Agreement with the FAA for
the Development of Square Loop Area at
Reid-Hillview Airport

BACKGROUND:

This project is in accordance with the Santa Clara County Airports Master Plan as adopted by the Board in July 1982.

The Board has executed an Application for the project to the Federal Aviation Administration on April 3, 1984.

The environmental document is submitted for the Board's approval on the June 26, 1984 agenda under separate transmittal.

CONSEQUENCES OF NEGATIVE ACTION:

Negative action will inhibit development of Reid-Hillview Airport as outlined in the Master Plan. It would result in lost revenue to the County and jeopardize the County Aviation Division's ability to acquire future Federal funding.

STEPS FOLLOWING APPROVAL:

Return executed documents (one original and three executed copies) to Transportation Agency for processing.



1984

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use.—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Land Use Plan for Area Surrounding Santa Clara Airports was adopted by the Airport Land Use Commission on June 28, 1973. The plans was developed in conformance with Article 3.5 of the California Public Utilities Code relating to airport land use.

With the adoption of this plan, ALUC has the authority to regulate compatible land use, noise and safety standard and building height restrictions. ALUC reviews all improvement plans in the vicinity of airport. Land Use Permit is issued subject to granting avigation easement to the County and all the airspace above the obstruction surface described in FAR Part 77.

2. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

No Exceptions

3. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

No Exceptions

4. Land.—(a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Title, in fee, to all land outlined in red on Exhibit A, except for those encumbrances or other adverse interests listed in the title opinions submitted in connection with prior projects. There has been no change in property interest since the date of the last AIP Project 3-06-0225-01.

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights.—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

- 1. Federal Domestic Assistance Catalog No. 20,102
- 2. Functional or Other Breakout N/A

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 12,500
2. Preliminary expense Contract Testing & EIR			15,000
3. Land, structures, right-of-way			-
4. Architectural engineering basic fees (In house)			20,000
5. Other architectural engineering fees (Contract Drafting)			4,500
6. Project inspection fees (In house)			25,000
7. Land development			-
8. Relocation Expenses			-
9. Relocation payments to Individuals and Businesses			-
10. Demolition and removal			-
11. Construction and project improvement			870,000
12. Equipment			-
13. Miscellaneous Printing			3,000
14. Total (Lines 1 through 13)			950,000
15. Estimated Income (if applicable)			-
16. Net Project Amount (Line 14 minus 15)			950,000
17. Less: Ineligible Exclusions			-
18. Add: Contingencies			50,000
19. Total Project Amt. (Excluding Rehabilitation Grants)			1,000,000
20. Federal Share requested of Line 19			900,000
21. Add Rehabilitation Grants Requested (100 Percent)			-
22. Total Federal grant requested (Lines 20 & 21)			900,000
23. Grantee share			100,000
24. Other shares			-
25. Total project (Lines 22, 23 & 24)	\$	\$	\$ 1,000,000

SECTION C - EXCLUSIONS

26 Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a. None	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$ 100,000
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	100,000
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	100,000
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 100,000

SECTION E - REMARKS

Exhibit A Property Map and Title VI Assurance are attached hereto. "Plans and Specifications for AIP 3-06-0225-02 are incorporated by reference."

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

290
Financing
Reid-Hillview
Fed Grant
Aircraft apron

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part 1 - Offer

Date of Offer: May 14, 1984

Reid-Hillview Airport/Planning Area
of Santa Clara County
Project No. 3-06-0225-02

Contract No. DTFA08-84-C-30098

TO: County of Santa Clara, California

(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 8, 1984, for a grant of Federal funds for a project at the Reid-Hillview Airport of Santa Clara County, together with plans and specifications for such development project, or the planning work definition for such Planning 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 the Airport or Planning Area (herein called the "Project") consisting of the following:

Expand aircraft tie down apron (approx. 43,000 sy) including road relocation, drainage, lighting, fencing, tiedowns, and marking.

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, herein called the "Act," 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 compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, 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, 90 percent of eligible project costs.

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

Standard Conditions

1. The maximum obligation of the United States payable under this offer shall be \$900,000.00 which is comprised of:

\$ -0-	for planning
\$ 900,000.00	for development other than land
\$ -0-	for land acquisition
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall comply with the Airport and Airway Improvement Act of 1982 and shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe and agrees to fully comply with the Part V Assurances which are incorporated by reference and made a part of this offer.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. 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 July 15, 1984 or such subsequent date as may be prescribed in writing by the FAA.

7. It is understood and agreed by and between the parties hereto that Federal participation in that portion of the development described on Page 1 hereof, relating to airport lighting, is predicated upon the Sponsor's operating plan concerning the use and operation of such airport lighting, dated February 28, 1984, which plan is incorporated herein by reference and made a part hereof.
8. It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted upon the basis of preliminary plans and specifications; and the parties hereby covenant and agree that within 60 days from the date of acceptance of this Grant Offer the Sponsor shall furnish final plans and specifications to the FAA and that no construction work will be commenced hereunder nor will there be any advertisement for bids for accomplishment of such work until the said final plans and specifications have been approved by the FAA; and the parties do hereby further covenant and agree that any reference made in this Grant Offer or in the aforesaid Application to plans and specifications shall be considered as having reference to said final plans and specifications as so approved.

The following special assurances are added to Part V Assurances incorporated by reference in this offer.

- "33. Cost Free Land. Pursuant to Paragraph 15 of Part V, Assurances, of the Application dated April 8, 1984, the sponsor hereby covenants and agrees to furnish the Federal Government without cost, a lease in and to the real property as described in those agreements listed in Exhibit "B" attached hereto and made a part hereof for existing FAA facilities, together with the right to connect to existing utilities and to utilize the utility services involved to the extent of available capacity at no more than prevailing rates. However, it is understood and agreed that the rights of the United States to cost free areas obtained under unexpired grant agreements with the sponsor are extended for twenty years from the date of this grant agreement. Furthermore, the responsibility for paying the cost of relocating any facilities located in such cost free areas shall be made in accordance with Advisory Circular 150/5300-7B, FAA Policy on Facility Relocations Occasioned by Airport Improvement or Changes."

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 Airport and Airway Improvement Act of 1982, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.


UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
WESTERN PACIFIC REGION


By 
.....
Manager, San Francisco Airports District Office

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.

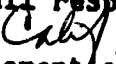
Executed this _____ day of _____, 19 _____
County of Santa Clara, California

By 
Title. Zoe Lofgren Chairperson, Board of Supervisors

(SEAL) 
Attest. DONALD M. RAINE
Title: ..Clerk of the Board of Supervisors

CERTIFICATE OF SPONSOR'S ATTORNEY

I,  , acting as Attorney for 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 the Act and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.



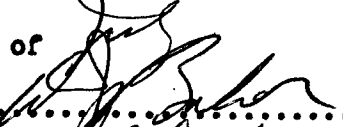

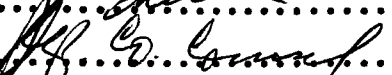
Dated at  this  day of  , 19  84
.....
Title 

EXHIBIT B

Lease Agreements

Lease Agreements between the Federal Aviation Administration and the County of Santa Clara, California.

<u>Date of Execution</u>	<u>Contract No.</u>	<u>Facility</u>
September 8, 1975	DOT-FA76WE-3394	Visual Approach Slope Indicator (VASI) for Runways 31R and 31L
March 7, 1977	DOT-FA77WE-4046	Runway End Identification Lights (REIL) for Runway 13L
March 7, 1977	DOT-FA77WE-4065	Runway End Identification Lights (REIL) for Runway 31R
July 22, 1980	DTFA08-80L-05959	Visual Approach Slope Indicator (VASI) for Runway 13L

PART V

ASSURANCES

These assurances are to be attached to and become a part of this grant agreement.

For airport development projects, these assurances shall remain in full force and effect throughout the useful life of the facilities developed under this Project, but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the project. However, these limitations on the duration of the covenants do not apply to the covenant against exclusive rights and real property acquired with Federal funds.

For planning projects, only assurances No. 1 (as marked), 2, 3, 4, 16, 25, 26, 30, 31, and 32 apply, unless otherwise specified in the grant agreement.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements. It will comply with the following laws, regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this project:

Federal Legislation

- a. Federal Aviation Act of 1958
- b. Hatch Act *
- c. Federal Fair Labor Standards Act *
- d. Davis-Bacon Act
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - Titles II and III *
- f. National Historic Preservation Act of 1966 - Section 106
- g. Archeological and Historic Preservation Act of 1966
- h. Flood Disaster Protection Act of 1973 - Section 102(a)
- i. Rehabilitation Act of 1973 - Section 504, Section 503
- j. Civil Rights Act of 1964 - Title VI *
- k. Aviation Safety and Noise Abatement Act of 1979 *
- l. Age Discrimination Act of 1975
- m. Architectural Barriers Act of 1968
- n. Vietnam Era Veterans' Readjustment Assistance Act of 1974 - Section 402
- o. Airport and Airway Improvement Act of 1982*
- p. Powerplant and Industrial Fuel Use Act of 1978 - Section 403.
- q. Surface Transportation Assistance Act of 1982 - Section 426.

Federal Regulation

- a. 14 CFR Part 77 - Object Affecting Navigable Airspace.
- b. 14 CFR Part 150 - Airport Noise Compatibility Planning. *
- c. 14 CFR Part 152 - Airport Aid Program. *
- d. 41 CFR Part 60 - Office of Federal Contract Compliance Program, Equal

Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements, Including those Relating to Disabled Veterans and Veterans of the Vietnam Era and Handicapped Workers). *

- e. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title IV of the Civil Right Act of 1964. *
- f. 49 CFR Part 23 - Participation by Minority Business Enterprise in Department of Transportation Programs. *
- g. 49 CFR Part 27 - Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance.

Office of Management and Budget Circulars

- a. A-87 - Cost Principles for State and Local Governments.*
- b. A-95 - Evaluation, Review and Coordination of Federal and Federally Assisted Programs and Projects. *
- c. A-102 - Uniform Requirements for Assistance to State and Local Governments. *

Executive Orders

- a. 11246 - Equal Employment Opportunity in Federal and Federally Assisted Contracting. *
- b. 11288 - Prevention, Control and Abatement of Water Pollution.
- c. 11593 - Historic Preservation.
- d. 11926 - Evaluation of Flood Hazards.
- e. 12372 - Intergovernmental Review for Federal Programs.*

Specific assurances required to be included in grant agreements by any of the above are incorporated by reference in this grant agreement. Items marked with (*) apply to both development and planning grants.

- 2. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of approval of the project) of public agencies authorized by the State in which such airport is located to plan for the development of the area surrounding the airport and will contribute to the accomplishment of the purposes of the Act.
- 3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States and sufficient funds to assure operation and maintenance of the facility for the purposes constructed.
- 4. Authority of Sponsor. It has legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the

applicatton, including all understandings and assurances contained therein, and directing authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

5. Good Title to Airport. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site therefor, or will give assurance satisfactory to the Secretary that good title will be acquired.
6. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.
7. Public Hearings. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with the goals and objectives of such planning as has been carried out by the community and shall, when requested by the Secretary, submit a copy of the transcript to the Secretary.
8. Air and Water Quality Standards. In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the State in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protective Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
9. Economic Nondiscrimination. It will make its airport available as an airport for public use on fair and reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical uses including the requirement that (A) each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rates, fees, rentals, and other charges and such nondiscriminatory and substantially comparable rules, regulations, and conditions as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or nontenants, and combined passenger and cargo flights or all cargo flight, and such classification or status as tenant shall not be unreasonable withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on tenant air carriers, and (B) each fixed-based operator at any airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport utilizing the same or similar facilities, and (C) each air carrier using such airport shall have the right to service itself or to use any fixed-base operator that is authorized by the airport

or permitted by the airport to serve any air carrier at such airport, and (D) that in any agreement, contract, lease or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor--

- (1) to furnish said services on an fair, equal, and not unjustly discriminatory basis to all users thereof, and
 - (2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- (E) That it will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform, and (F) in the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the sponsor under these provisions.

Provided, that the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport; and provided further, that the sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

10. Exclusive Rights. It will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply: (1) it would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and (2) if allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photograph, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Improvement Act.

11. Airport Operation and Maintenance. It will operate and maintain in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for maintenance and operation, the airport and all facilities which are necessary to serve the aeronautical users of the airport other than facilities owned and controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes; provided, that nothing contained herein shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; and provided further, that nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor. In furtherance of this covenant, the sponsor will have in effect at all times, arrangements for --
 - a. operating the airport's aeronautical facilities whenever required;
 - b. promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - c. promptly notifying airmen of any condition affecting aeronautical use of the airport.
12. Hazard Removal and Mitigation. It will adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
13. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
14. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by government aircraft in common with other aircraft at all times without charge, except, if the use by government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the

using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of these which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that --

- a. five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or
 - b. the total number of movements (counting each landing as a movement) of government aircraft is 300 or more, or the gross accumulative weight of government aircraft using the airport (the total movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
15. Land for Federal Facilities. It will furnish without cost to the Federal Government for construction, operation and maintenance of facilities for, and uses in connection with, any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of written requests from the Secretary.
 16. Standard Accounting Systems. It will keep all project accounts and records in accordance with a standard system of accounting prescribed by the Secretary.
 17. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at that particular airport, taking into account such factors and the volume of traffic and economy of collection, except that no part of the Federal share of an airport development or airport planning project for which a grant is made under this title or under that Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate base in establishing fees, rates, and charges for users of that airport.
 18. Reports and Inspections. It will submit to the Secretary such annual or special airport financial and operations reports as the Secretary may reasonably request and will make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
 19. Airport Revenue. It will expend all revenues generated by the airport, if it is a public airport, for the capital or operating costs of the airport, the local airport system, or other local facilities which are owned or operated by the owner or operator of the airport and directly related to

the actual transportation of passengers or property: Provided, however, that if covenants or assurances in debt obligations previously issued by the owner or operator of the airport, or provisions, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all other revenues generated by the airport shall not apply.

20. Consultation with users. In making a decision to undertake any airport development project under this title, it shall under take reasonable consultations with affected parties using the airport at which the project is proposed.
21. Terminal Development Prerequisites. For projects which include terminal development, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under Section 612 of the Federal Aviation Act of 1958 and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning or deplaning from aircraft other than air carrier aircraft.
22. Construction Inspection and Approval. It shall subject the construction work on any project for airport development contained in an approved project grant application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
23. Minimum Wage Rates. It will include, in all contracts in excess of \$2,000 for work on projects for airport development approved under this title which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C 276a--276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
24. Veterans Preference. It shall include, in all contracts for work under project-grants for airport development which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Act. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment related.
25. Audits and Recordkeeping Requirements. It shall keep such records as the Secretary may prescribe, including records which fully disclose the amount

and the disposition by the recipient of the proceeds of the grant, the total cost of the plan or program in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the plan or program supplied by other sources, and such other records as will facilitate an effective audit and it shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to grants received under this title. The Secretary may require that an appropriate audit be conducted by the a recipient.

26. Audit Reports. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the plan or program in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six months following the close of the fiscal year for which the audit was made.
27. Local Approval. In projects involving the construction or extension of any runway at any general aviation airport located astride a line separating two counties within a single state, it has received approval for the project from the governing body of all villages incorporated under the laws of that state which are located entirely within five miles of the nearest boundary of the airport.
28. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from funds received from this grant.
29. Airport Layout Plan. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or in any of its facilities other than in conformity with the airport layout plan as so approved by the Secretary if such changes or alterations might adversely affect the safety, utility, or efficiency of the airport.
30. Preserving Airport Rights and Powers. It will not enter into any transaction which would operate to deprive it of any of the rights and

powers necessary to perform any or all of the assurances herein without the written approval of the Secretary, and will act to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the government holds bonds, whichever is the longer. The obligation to perform all such covenants may be assumed by another public agency found by the Secretary to be eligible under the Act to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance with the Act, the regulations and these covenants.

31. Construction Accomplishment. It will execute the project in accordance with plans, specifications, and schedules as approved by the Secretary, and incorporated herein, or with modifications similarly approved, and will provide and maintain competent technical supervision at the construction site to assure that completed work conforms with the approved plans and specifications.
32. Planning Projects. In carrying out planning projects, that:
 - a. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - b. It will include in all published material prepared in connection with the planning project, a notice that the material was prepared under a planning grant provided by the Secretary.
 - c. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - d. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - e. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

- f. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- g. It understands and agrees that the Secretary approval of this project grant or the Secretary approval of any planning material developed as part of this grant does not constitute or imply an assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI
SPONSOR ASSURANCE TO ACCOMPANY
PROJECT APPLICATION DATED 3-20-84
FOR A GRANT OF FUNDS FOR THE
DEVELOPMENT OR IMPROVEMENT
OF Reid-Hillview Airport

The County of Santa Clara (hereinafter referred to as the "sponsor") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the sponsor receives Federal financial assistance from the Department of Transportation including the Federal Aviation Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations, which is incorporated herein by reference.

More specifically and without limiting the above general assurance, the sponsor hereby gives the following specific assurances with respect to ADAP Project No. 3-06-0225-02.

1. That the sponsor agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by or pursuant to the Regulations.

2. That the sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with ADAP Project No. 3-06-0225-02 and, in adapted form in all proposals for negotiated agreements:

The County of Santa Clara, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contact entered into

pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the sponsor shall insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

4. That where the sponsor receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

5. That where the sponsor receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

6. That the sponsor shall include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties: (a) for the subsequent transfer of real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the said Airport Development Aid Program.

7. That this assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

8. The sponsor shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, sub-contractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed by or pursuant to the Act, the Regulations, and this assurance.

9. The sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the sponsor by the Department of Transportation under the Airport Development Aid Program of the Federal Aviation Administration and is binding on it, contractors, subcontractors, transferees, successors in interest and other participants in the ADAP Project No. 3-06-0225-02. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the sponsor.

DATED _____

by _____

Attachments 1 and 2

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the sponsor or the Federal Aviation Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to--

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT 2

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the County of Santa Clara pursuant to the provisions of Assurance 6(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, County of Santa Clara shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds.)*

That in the event of breach of any of the above nondiscrimination covenants, County of Santa Clara shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of County of Santa Clara and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by County of Santa Clara pursuant to the provisions of Assurance 6(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or

national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, County of Santa Clara shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds.)*

That in the event of breach of any of the above nondiscrimination covenants, County of Santa Clara shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of County of Santa Clara and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

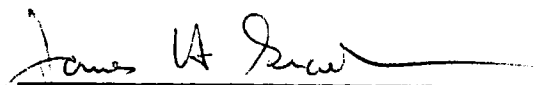
COMMUNITY INTEREST

The County of Santa Clara has given consideration to the interests of all communities in the vicinity of Reid-Hillview Airport in formulating Airport Improvement Project AIP 3-06-0225-02. It is the opinion of the County of Santa Clara that the project will have no adverse effect on the surrounding communities and will result in insignificant increase in nuisance due to noise or otherwise. No group, individual, community or public agency has voiced any objection to the project.

We are in the process of completing the Environmental Impact Report for this project. All the local concerns will be carefully dealt with and resolved prior to the advertisement for bids.

The project is to relieve the shortage of aircraft parking facility in the southern part of San Francisco Bay Area; the center of the electronic industries.

The project is in accordance with the Airport Master Plan that has been developed and adopted by the County Board of Supervisors on 6-21-82.



Signature

February 28, 1984

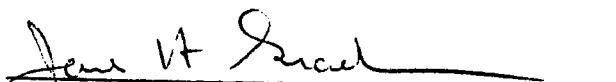
Date

Attachment #4

OPERATION AND MAINTENANCE
OF AIRPORT LIGHTING

The County of Santa Clara has been operating the existing runway and taxiway lighting and tiedown area lighting at the Reid-Hillview Airport from dusk to dawn. Our maintenance crew inspects all the lighting daily and performs simple repair work when needed. Our traffic signal shop supports the maintenance crew and performs major repairs with their technical personnel, tools, equipment, and supply of spare parts. A Notice to Airmen is issued whenever the lights are out of order and cannot be repaired immediately.

The County will continue to operate and maintain the lighting system and the additional tiedown area lighting included in this project at Reid-Hillview Airport in the same manner after the project is completed.


Signature

February 28, 1984
Date

ENGINEERING, CONSTRUCTION SUPERVISION, AND INSPECTION


Santa Clara County Transportation Agency, formerly the Department of Public Works, under the direction of Mr. James H. Graebner has long been established as one of the leading engineering departments among California County Governments.

This Agency, with over 100 qualified engineers and technicians, has accomplished numerous engineering projects, including expressway system, airports, buildings, harbors, etc. Reid-Hillview Airport was planned, designed, constructed, inspected and maintained by this Agency through many Federal, State and local projects for the last 20 years.

The preparation of plans and specifications is well under way. It is expected that the preliminary documents will be completed in March and construction may be underway as early as July 1984.

The engineering cost is estimated as follows:

1. Engineering @ \$25/hour x 800 hours	=	\$20,000
2. Contract Drafting, Lump Sum	=	4,500
3. Project Administration @ \$25/hour x 500 hours	=	12,500
4. Inspection @ \$25/hours X 1,000 hours	=	25,000
5. Testing, lump sum	=	5,000
6. Contract, EIR Preparation	=	10,000
7. Prints, Plans & Specs., Lump Sum	=	<u>3,000</u>
TOTAL		\$80,000



Signature

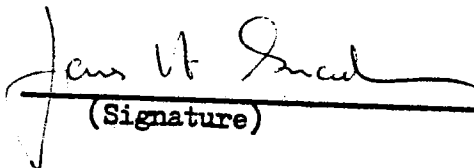
February 28, 1984

Date

RETENTION OF RECORDS

(FAR 152.55, 152.59, 152.63, 152.143, Appendix H)

1. Sponsor will keep records pertaining to the expenditure of the Federal grant, the total cost, and amount supplied by other sources for three (3) years after the date of the submission of the final expenditure report;
2. Sponsor will keep records of affidavits and copies of payrolls furnished by the contractor for three (3) years from the date of completion of the contract;
3. Sponsor will keep records of payrolls and other basic records of all laborers and mechanics for three (3) years from the completion of the work; and
4. Sponsor will keep records of disposition of non-expendable property which was acquired with Federal funds for three (3) years after final disposition.
5. Sponsor will include or cause to be included in any contract the criteria and requirements in paragraphs 2, 3, and 4.



(Signature)

February 28, 1984

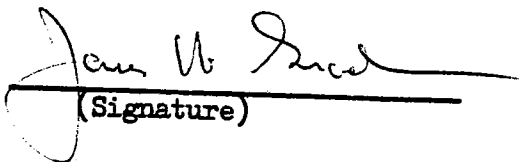
(Date)

CLEAN AIR AND WATER POLLUTION CONTROL ASSURANCES

Pursuant to Section 306 of the Clean Air Act, as amended, 42 USC 1857 et seq. and Section 508 of the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.; Executive Order 11738; and related regulations of the Environmental Protection Agency:

1. Sponsor will not use any facility in performance under the grant or to benefit from the grant that is listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. Sponsor will comply with all the requirements of section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations issued thereunder.
3. Sponsor will notify the FAA of the receipt of any communication from EPA indicating that a facility to be utilized for performance of or benefit from the grant is under consideration to be listed on the EPA List of Violating Facilities.
4. Sponsor will include or cause to be included in any subgrant or subloan, or in any contract or subcontract under the grant which exceeds \$100,000 the criteria and requirements in the subparagraphs 1 through 4.

The obligation of the United States under this agreement to share in the allowable costs incurred by Sponsor shall be subject to all the pertinent and applicable provisions, limitations, and conditions contained in the laws and regulations referred to in these assurances.



(Signature)

February 28, 1984

(Date)