

Attachment B

This page intentionally left blank.

CAAP Number:

**STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
CALIFORNIA AID TO AIRPORTS PROGRAM GRANT AGREEMENT
AIRPORT LAND USE COMPATIBILITY PLAN**

THIS AGREEMENT, MADE AND ENTERED INTO ON THIS , , **BY AND BETWEEN THE STATE OF CALIFORNIA**, Department of Transportation (Caltrans), hereinafter referred to as "STATE," **AND THE** COUNTY AIRPORT LAND USE COMMISSION (ALUC), an appointed committee of the , hereinafter referred to as "PUBLIC ENTITY."

RECITALS

- 1. WHEREAS, the California Public Utilities Code, Division 9, (Sections 21001, et seq.,) The State Aeronautics Act (SAA)** authorizes the California Transportation Commission (CTC) discretionary authority to allocate funds for the acquisition or development of airports in accordance with the policies and standards established by Caltrans, upon the recommendations of Caltrans and pursuant to Caltrans regulations as set forth in Title 21, Division 2.5, Chapter 4, Sections 4050, et seq., of the California Code of Regulations; and
- 2. WHEREAS**, pursuant to the above authority, the CTC allocated the sum of \$ from the Aeronautics Account in the State Transportation Fund by Resolution Number , dated (Fiscal Year), and
- 3. WHEREAS**, the acquisition and development funds allocated by the CTC are for the preparation and adoption of an Airport Land Use Compatibility Plan, pursuant to California Public Utilities Code, Division 9, Part 1, Chapter 4, Article 3.5, Sections 21683, 21670, et seq.

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

SECTION I - DEFINITIONS

Airport Land Use Compatibility Plan (ALUCP) – The ALUCP prepared and adopted pursuant to California Public Utilities Code (PUC), Section 21670, et seq., provides:

- (1) The orderly development of public use airport(s) so as to promote the overall goals and objectives of the California airport noise standards, pursuant to PUC Section 21669 and to prevent the creation of new noise and safety problems.
- (2) The protection of the public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimizes the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses.

California Airport Land Use Planning Handbook (HANDBOOK) – The **HANDBOOK** published by the Division of Aeronautics of the STATE pursuant to California Public Utilities Code, section 21674.5 and 21674.7 (a), which the Airport Land Use Commission that formulates, adopts, or amends an ALUCP shall be guided by information prepared and updated and referred to as the Handbook.

Letter of Allocation – Notification sent by **STATE** to **PUBLIC ENTITY** of the date the project allocation was approved by the CTC and the requirements attached to this allocation. The requirements include the CTC, Timely Use of Funds Policy and the **STATE's** separate requirements. Additionally, this letter of allocation includes information and instructions outlining the specific steps to be taken, and the reporting requirements for this grant.

Quarterly Report – Specific reporting tool provided by **STATE**, to be used by **PUBLIC ENTITY** and sent to **STATE** within 30 days after each calendar quarter.

SECTION II

1. **PUBLIC ENTITY** shall perform or contract to perform all work necessary including environmental documents to complete the following described **ALUCP** for Airport(s).

2. The estimated total cost of the ALUCP for Airport and cost share should be as follows:

Project Description: ALUCP for Airport(s). The ALUCP includes four essential elements with respect to noise, safety, overflights, and airspace protection, and the associated environmental documentation.

Total Estimated Project Cost \$

Cost of Estimated **PUBLIC ENTITY** Participation \$

Cost of Estimated State Participation \$

3. The **ALUCP** shall be consistent with the criteria of the current **HANDBOOK**, including all applicable federal, State, and local laws and regulations.

4. **PUBLIC ENTITY** shall also comply with all special conditions as set forth in the **LETTER OF ALLOCATION** issued by the **STATE**, and incorporated in by reference.

5. **HANDBOOK** and **LETTER OF ALLOCATION** is incorporated into this Agreement by reference.

6. **PUBLIC ENTITY** shall deposit the sum of \$, which represents the **PUBLIC ENTITY'S** participation share for the **ALUCP**, in the ALUC Special Aviation Account in accordance with California Public Utilities Code section 21684. All other monies received from the **STATE** or the federal government for the performance of the **ALUCP** shall also be placed in this account.

7. **PUBLIC ENTITY** shall also place in this account an additional ten percent of the estimated total **ALUCP** cost as a contingency to pay for additional or revised work items pertinent to the **ALUCP**, which has been approved in writing by both the **STATE** and the **PUBLIC ENTITY**.

8. **PUBLIC ENTITY** shall enter into all necessary contracts to develop the **ALUCP by no later than** . All work for the development, formal adoption and submittal to STATE of the ALUCP shall be successfully completed within **36 months from the date of such** contracts.
9. **PUBLIC ENTITY** shall provide quarterly reports to the STATE no later than 30 days after the end of each calendar quarter. These quarterly reports shall give the status and progress of the specific steps necessary to successfully complete the **ALUCP**.
10. **PUBLIC ENTITY** shall carry out and complete the **ALUCP** in accordance with the **HANDBOOK** and the scope of work approved in writing by the **STATE**. Any changes to, or modification of, said **ALUCP that has been previously submitted to STATE**, shall require prior written approval by the **STATE**.
11. **PUBLIC ENTITY** shall allow authorized **STATE** representatives to review all **ALUCP** work and products at any time during the term of this Agreement and subsequently upon the request of the **STATE**.
12. **PUBLIC ENTITY** agrees to retain all books, records, and accounts relating to the **ALUCP** and this Grant Agreement for a minimum of four (4) years from the date of final payment to the **PUBLIC ENTITY** after completion and adoption of the **ALUCP** and shall make these documents available for examination by the **STATE** or shall provide copies to the **STATE** upon request.
13. **PUBLIC ENTITY** shall provide a hard copy and electronic version of the draft **ALUCP** to the **STATE**. The **STATE** will review and comment on the draft ALUCP within 45 days.
14. **PUBLIC ENTITY** shall provide a hard copy and electronic version of the final **ALUCP** to the **STATE** including all graphics, maps, and attachments.
15. **PUBLIC ENTITY** shall provide a copy of its board's resolution adopting this ALUCP.
16. **PUBLIC ENTITY** shall comply with all applicable federal, State, and local laws and regulations.
17. **PUBLIC ENTITY** shall indemnify, and hold harmless, the CTC its officials and employees thereof from all claims, suits, or actions of every kind, brought for, or on account of, any injury, damage, or liability occurring by reason of, or resulting from: anything done or omitted to be done by the **PUBLIC ENTITY** and/or its consultant or agents under this Grant Agreement. The **PUBLIC ENTITY'S** duty to indemnify and hold harmless shall include the duty to defend, as set forth in Section 2778 of the Civil Code. Neither CTC nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **PUBLIC ENTITY** and /or their agents under or in connection with any work, authority or jurisdiction conferred upon **PUBLIC ENTITY** under this Grant Agreement.
18. **PUBLIC ENTITY** shall indemnify, and hold harmless, the **STATE** its officials and employees thereof from all claims, suits, or actions of every kind, brought for, or on account of, any injury, damage, or liability occurring by reason of, or resulting from: anything done or omitted to be done by the **PUBLIC ENTITY** and/or its consultant or agents under this Grant Agreement. The **PUBLIC ENTITY'S** duty to indemnify and hold harmless shall include the duty to defend, as set forth in Section 2778 of the Civil Code. Neither **STATE** nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **PUBLIC ENTITY** and /or their

agents under or in connection with any work, authority or jurisdiction conferred upon **PUBLIC ENTITY** under this Grant Agreement.

19. **PUBLIC ENTITY**, if upon final accounting, finds that the **STATE** has contributed more than 90 percent of **STATE**'s maximum authorized funding towards the **ALUCP**; **PUBLIC ENTITY** shall reimburse the **STATE** those funds.

SECTION III

1. **STATE** shall disburse the **STATE**'S share of the project cost, up to the maximum **STATE** participation of \$ in the manner described in this section. However, with no exception shall the total **STATE** disbursement exceed that sum of \$ which is 90 % of total estimated costs of **ALUCP**.
2. Upon receipt of a signed request for payment along with supporting documentation by the **PUBLIC ENTITY**, the **STATE** agrees to make payments by one of the following methods:
 - (a) **PUBLIC ENTITY** may, no more often than monthly in arrears, submit supporting documentation, and certifications of the percentage of the work then completed, multiplied by 90 percent of the maximum State-funding participation identified in paragraph one of this section.
 - (b) **PUBLIC ENTITY** shall submit copies of the Consultant's invoices along with supporting documentation for materials and services delivered as a lump-sum payment request after the **ALUCP** has been completed.
3. **PUBLIC ENTITY** shall submit copies of all with supporting documentation including the Consultant's invoices within 180 days of the Consultant's last invoice, and the **ALUCP** being completed.
4. **STATE** share is ninety percent and the **PUBLIC ENTITY** share is ten percent of total estimated costs of **ALUCP**.
5. Regardless of the number of progress payments submitted, ten percent of the **STATE**'S maximum authorized funding share identified in paragraph one of this section shall be retained by the **STATE** until final receipt of documentation acknowledging formal final acceptance of the **ALUCP** by the **PUBLIC ENTITY**.
6. After formal adoption of the **ALUCP** by the **ALUC** and approval by the **STATE** of the final accepted **ALUCP**, **STATE** will pay the **PUBLIC ENTITY** the balance of the grant agreement progress payment sums retained by the **STATE**.
7. **STATE** funds are available only to reimburse expenditures that are invoiced within 180 days.

This page intentionally left blank