

RESOLUTION NO. 3019

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the acceptance of Federal Aviation Administration Grant Offer and the execution of a Grant Agreement covering AIP Project **No.** 3-53-0069-18 between the Port of Seattle and the Administrator of the Federal Aviation Administration, United States of America, in connection with the obtaining of Federal aid in the development of Sea-Tac International Airport.

WHEREAS, the Port of Seattle has heretofore submitted a Project Application to the Administrator of the Federal **Aviation** Administration, dated August 20, 1987, for certain planning work at Sea-Tac International Airport; and

WHEREAS, the Port of Seattle has heretofore authorized the updating of the Sea-Tac International Airport/King County International Airport Airspace Study at its regular meeting **on June** 9, 1987; and

WHEREAS, it is anticipated the Federal Aviation Administration will submit to the Port of Seattle a standard form Grant Offer/Agreement covering AIP Project No. 3-53-0062-18 **to** aid the Port of Seattle in the development **of** Sea-Tac International Airport; and

WHEREAS, upon receipt, the Grant Offer/Agreement For AIP Project No. 3-53-0062-18 will be reviewed by the Port **of** Seattle Aviation Division and Legal Department to insure its compliance with FAA's standard Form;

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle that:

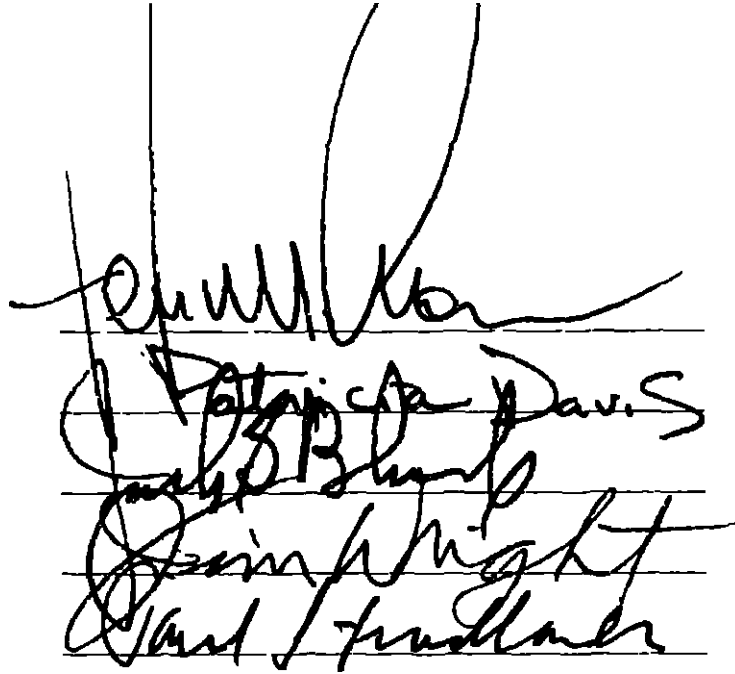
1. Provided the Grant Offer/Agreement is reviewed **by** the **Aviation** Division and the Legal Department and is approved as being consistent with **FAA's** standard form, the Executive Director of the Port of Seattle be, and he is hereby authorized and directed to accept **on** behalf of the **Port** of Seattle, the Grant Offer/Agreement **For** the purpose of obtaining federal aid in the development of Sea-Tac International Airport and to execute said Grant Offer/Agreement in triplicate on behalf **of** the Port of Seattle, and that the Director of Finance and Port Auditor **of** the Port of Seattle be, and she is hereby authorized and directed to impress the official seal **of** the Port of Seattle thereon and to attest said execution.

2. The Grant Offer/Agreement shall be attached to this resolution upon execution and by this reference incorporated herein.

2nd day of September 1987,

a

Commission.



Chuck Kon
Patricia Davis
Jack Sharp
Jim Wright
Paul Henderson

Port Commissioners

U.S. Department of Transportation
Federal Aviation Administration

Grant Agreement
Part 1 - Offer

Date of Offer: **SEP 16 1987**

Seattle-Tacoma International Airport
Seattle, Washington

Project Number: 3-53-0062-18

Contract Number: DOT-FA87NM-0058

To: The Port of Seattle, Seattle, Washington
(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 **August 20, 1987**, for a grant of Federal funds for a project at or associated with the Seattle-Tacoma International Airport 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:

Master Plan update ,

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/or the Aviation Safety and Noise Abatement Act of 1979, 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, seventy five (75) percentum of all allowable Project costs.

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

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$90,000.00. For the purposes of any future grant amendments which may increase the foregoing: maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

\$	90,000.00	for planning
0	-0-	for land acquisition
\$	-0-	for airport development or noise program implementation (other than 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. Unless otherwise stated in this grant agreement, any program income earned by the sponsor during the grant period shall be deducted from the total allowable project costs prior to making the final determination of the United States share. 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 carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
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 September 30, 1987 or such subsequent date as may be prescribed in writing by the FAA.
7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

Special Conditions

9. It is understood and agreed by and between the parties hereto that the Standard DOT Title VI Assurances executed by the Sponsor on May 18, 1987 are hereby incorporated herein and made a part hereof by reference.
10. The Sponsor shall provide for audit of the Project to be made in accordance with the Office of Management and Budget Circular A-128.

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 this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual 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

By George L. Buley
George L. Buley, Manager
Seattle Airports District Office

Part 11 - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 23rd day of September, 1987.

The Port of Seattle, Washington

(SEAL)

By [Signature]
Sponsor's Representative

Attest: [Signature] Title: Executive Director

Title: Director of Finance & Port Auditor

Certificate of Sponsor's Attorney

I, Stephen A. Sewell, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Washington. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Seattle, Washington this 23rd day of September 1987.

[Signature]
Signature of Sponsor's Attorney

Letter No 5020



**Washington State
Department of Transportation**

Aeronautics Division
8600 Perimeter Road South
King County Int'l Airport/Boeing Field
Seattle, Washington 98108 3885
(206) 7644131/17511 Free | 800 552 0666

Duane Berentson
Secretary of Transportation

September 24, 1987

RECEIVED
SEP 29 1987
FACILITIES
PORT OF SEATTLE

Mr. W. E. Brougher
Director, Facilities and
Real Estate
Port of Seattle
Seattle-Tacoma International
Airport
Post Office **Box 68727**
Seattle, WA **98168**

Re: Seattle-Tacoma International Airport
Airport Aid Approval / \$6,000.00

Dear Mr. Brougher:

This letter will serve as official notification that the Washington State Division of Aeronautics, has allocated \$6,000.00 to the Seattle-Tacoma International Airport. These funds are to be used for an update to the airspace study finished in 1982.

If you accept this allocation you are required to supply this office with periodic copies of billings and costs for this project. Failure to supply these copies will slow down and possibly jeopardize your allocation. Your records on this project must be available for review at any time during the project, for future audit purposes.

Also, you will be required to post a 4' x 8' sign, indicating the name of the airport, and stating that "this project is sponsored by local government and the Washington State Department of Transportation, Division of Aeronautics. Funds for this project are generated through a tax on general aviation fuel and are returned to general aviation by way of the airport aid program."

The Secretary of Transportation, Washington State, may terminate this agreement at any time because of legal matters detrimental to the state or the local government, because of insufficient funds held by the Division of Aeronautics to complete the project, or by mutual consent between the local government and the Division of Aeronautics of the Department of Transportation. The Department of Transportation, Division of Aeronautics will be held responsible for the state's cost share of the project at the time of any such termination.

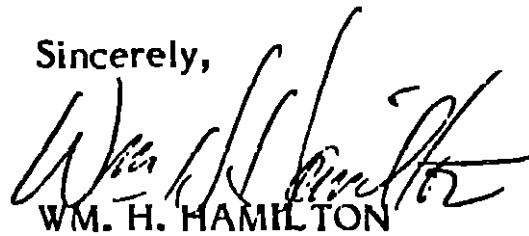
The airport must remain open for the expected life of the project, and exclusive use policies will not be tolerated.

Mr. W E Brougher
Seattle-Tacoma International Airport
September 24, 1987
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Please execute the original copy of this letter on the line provided, complete the enclosed Grant Agreements (three copies) and return all documents to my office, if it is your desire to accept this allocation subject to the condition-, stated. (The extra copy of the letter is for your files.) We will review, sign and return a copy of the Grant Agreement to you. Upon receipt of the signed Grant Agreement, you may begin construction.

If this offer has not been accepted by the Port of Seattle Commission on or before October 26, 1987, the offer will expire and the state of Washington will not be obligated to pay any part of the costs of this project.

Sincerely,



WM. H. HAMILTON

Assistant Secretary for Aeronautics

WHH:cd/APA3

Enc: Copy of approval letter
3 Agreements

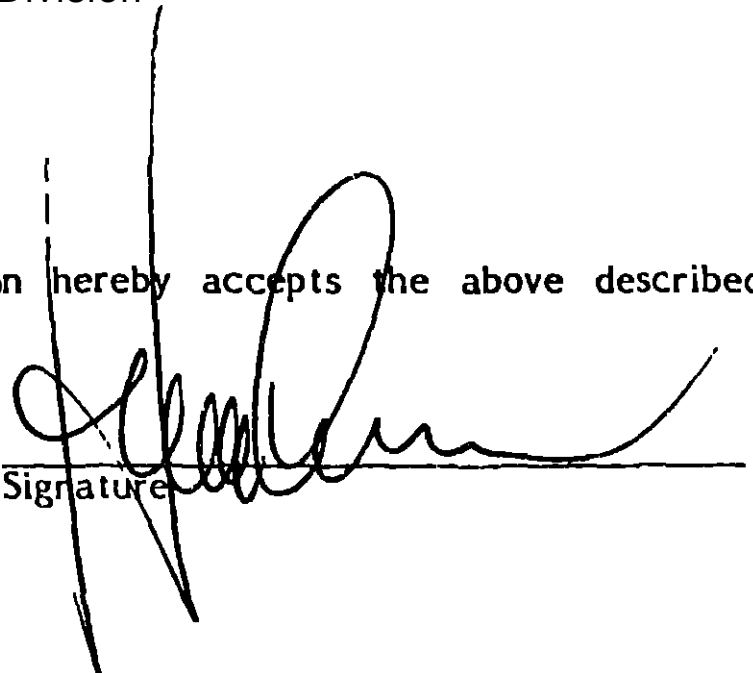
cc: Governor Booth Cardner
Senator Eleanor Lee
Representative Lorraine Hine
Representative Richard Barnes
Donna Taylor, FAA, Airports Division
Thomas Harrington, WSDOT
Transportation Commission

The Port of Seattle Commission hereby accepts the above described allocation.

October 22, 1987

Date

Signature





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GRANT AGREEMENT

To: Port of Seattle
(Herein referred to as the "Public Entity")

From: The State of Washington, acting through the Aeronautics Division, Department of Transportation. (Herein referred to as the "State")

WHEREAS, the Public Entity has submitted to the State for Subvention of the Washington Airport Aid Program for (acquisition and/or development) of the Sea-Tac International Airport together with the plans and specifications for such project, which project application has been approved by the State and is hereby incorporated herein and made a part hereof;

WHEREAS, the State has approved a project for development of the airport consisting of the following described airport development:

<u>JECT NUMBER</u>	<u>DETAILED BREAKDOWN BY ITEMS</u>
POS - 01/87	Airspace Study Update

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the State Act, and in consideration of the (a) Public Entity'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 State of Washington and the public from the accomplishment of the project and the operation and maintenance of the airport as herein provided, the State hereby agrees to pay as its allowable costs incurred in accomplishing the project.

The terms and conditions of this grant agreement are as follows:

The maximum obligation of the State payable under this grant shall be \$6,000

The Public Entity shall:

1. Deposit in an Aviation Fund for said airport, at least \$ 23,000 to match the State's participation in said project. It covenants in any case to complete the project by June 30, 1988

2. Carry out and complete the project in accordance with the plans and specification and property map, incorporated herein, as they may be revised or modified with the approval of the state.
3. In connection with the acquisition of real property for the project, the Public Entity shall secure at least two written appraisals by competent, experienced appraisers who are members of a recognized professional appraisal organization and shall not pay in excess of the highest appraisal without the written consent of the state except as otherwise directed by a court of competent jurisdiction after contested trial and judgment not resulting from an agreement between the parties.
4. No state funds will be paid to the Public Entity in any case until it certifies in writing that it has Aviation Funds for said airport in an amount equal to the state's participation, or the amount designated in paragraph (1) above, which deposited amount will be used solely for the purpose in question.
5. The Public Entity agrees to hold said airport open to the flying public during the useful life of the facilities developed under this project; that no exclusive operating or use agreements shall be granted to any person, company, or corporation; that failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Washington money expended in behalf of the project to the State of Washington with reasonable interest. Further, the Public Entity agrees to keep the facility open during the useful life of the project or for a stated term of years, whichever is shorter.
6. The Public Entity will make no charge to the State or its agencies for a limited, but reasonable, amount of state agency use or for state activity in search and rescue. And, further, RCU 47.68 is followed to best serve the public.

The allowable costs of the project shall not include any costs determined by the State to be ineligible for consideration as to allowability.

The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Public Entity.

This offer shall expire and the State shall not be obligated to pay any part of the costs of the project unless this agreement has been accepted by the Public Entity on such subsequent date as may be prescribed in writing by the State.

Except for those projects receiving both state and federal aid, the following inspection schedule, and reporting system will be required:

- A. Inspection Schedule and Reporting System will vary for each project. Basically, the inspection schedule will be placed on a quarterly basis. On projects taking less than three (3) months, the Public Entity will be required to make reports and be inspected on the following schedule:
 1. Public Entity project commencement date.
 2. Public Entity report project completion date and request final inspection.
 3. State will make final inspection and rip-off project as completed.
 4. State will arrange for audit of account in accordance with regularly scheduled audit program.

3. Projects taking over three (3) months will be set up on a quarterly inspection and progress report system. The Public Entity will be required to make reports and be inspected on the following schedule:
 1. Report project commencement date.
 2. Public Entity will make a three (3) months progress report. This will be a letter report giving percentage of project completed, Fund expenditures to date, and short narrative of the project progress, problems encountered and plans for project completion.
 3. State will make quarterly project inspections and prepare the report of inspection. A copy of the report will be delivered to the Public Entity.
 4. Public Entity will make report of completion of project and request final inspection.
 5. State will make final inspection and sign-off as completed.
 6. State will arrange for audit of account in accordance with regularly scheduled audit program.

It should be made clear that a violation of any of the terms of the Grant Agreement will leave the State free to choose among one or more of the following remedies:

- A. The withholding of any future airport aid, and/or
- B. The return of grant funds awarded as an action for specific performance, and/or
- C. Enforcement of the commitment made by the applicant.

The Public Entity'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 Public Entity, as hereafter provided, and said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State and the Public Entity with respect to the accomplishment of the project and the operation and maintenance of the airport. Such allocation agreement shall become effective upon the Public Entity'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 (20) years from the date of acceptance.

By: _____
Assistant Secretary for Aeronautics

The Port of Seattle 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 22nd day of October, 1987.

Name of Public Entity: Port of Seattle

By: [Signature] Title President