

RESOLUTION NO. 2450

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the execution of a Grant Agreement covering Project No. 8-53-0062-04 dated October 18, 1972 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 the Sea-Tac International Airport.

WHEREAS, the Port of Seattle has heretofore submitted a Project Application to the Administrator of the Federal Aviation Administration dated July 11, 1972, for certain development work at Sea-Tac International Airport; and

WHEREAS, the Port of Seattle has heretofore authorized land acquisition (Area 2), airport development (approx. 210 acres) and approach, clear and transition zones (approx. 75 acres), subject to the approval of the Administrator of the Federal Aviation Administration and to the sharing of costs by the United States incurred in accomplishing such as is provided in the Grant Agreement set forth below, and

WHEREAS, there has been submitted to the Port of Seattle Grant Agreement covering ADAP Project No. 8-53-0062-04 dated October 18, 1972, by the Federal Aviation Administration to aid the Port of Seattle in the development of the Sea-Tac International Airport

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

1. That the Port of Seattle shall enter into the proposed Grant Agreement for the purpose of obtaining Federal aid in the development of Sea-Tac International Airport, and that such Agreement is attached hereto, and by this reference incorporated herein.

2. That the President of the Port Commission be, and he is hereby, authorized and directed to execute said proposed Grant Agreement in quadruplicate on behalf of the Port of Seattle, and that the Secretary of the Port Commission be, and he is hereby, authorized and directed to impress the official seal of the Port of Seattle thereon and to attest said execution.

3. That the proposed Grant Agreement referred to herein and dated October 18, 1972, is attached hereto and made a part of this resolution.

ADOPTED by the Port Commission of the Port of Seattle this  
24th day of October, 1972, and duly authenticated by the signatures of the Commissioners voting in its favor and the seal of the Commission.

*J. Knox Lamb*  
*Paul H. ...*  
*Henry L. ...*  
*Paul R. ...*  
*Mark D. ...*

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part I-Offer

Date of Offer 18 October 1972

Seattle-Tacoma International Airport

Project No. 8-53-0062-04

Contract No. DOT-FA73NW-0072

TO: The Port of Seattle, Washington  
(herein referred to as the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated 11 July 1972, for a grant of Federal funds for a project for development of the Seattle-Tacoma International Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Land acquisition (Area 2), airport development (approx. 210 acres) and approach, clear and transition zones (approx. 75 acres),

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

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Development Act of 1970, as amended (49 U.S.C. 1701), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION 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, 51.52 percent of said allowable costs.

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

1. The maximum obligation of the United States payable under this Offer shall be \$ 4,326,219.00.
2. The Sponsor shall
  - (a) begin accomplishment of the Project within sixty (60) days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA,
  - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Airport and Airway Development Act of 1970, and Sections 152.51-152.63 of the Regulations of the Federal Aviation Administration (14 CFR 152) in effect as of the date of acceptance of this Offer, which Regulations are hereinafter referred to as the "Regulations",
  - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 152.47 (b) of the Regulations
4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 152.65 - 152.71 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 152.71 of the Regulations. Provided, that in the event a semi-final grant payment is made pursuant to Section 152.71 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the Airport as Provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 4 in Part III of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before 15 December 1972 or such subsequent date as may be prescribed in writing by the FAA.
8. The Sponsor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan insurance, or guarantee the following Equal Opportunity clause.

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

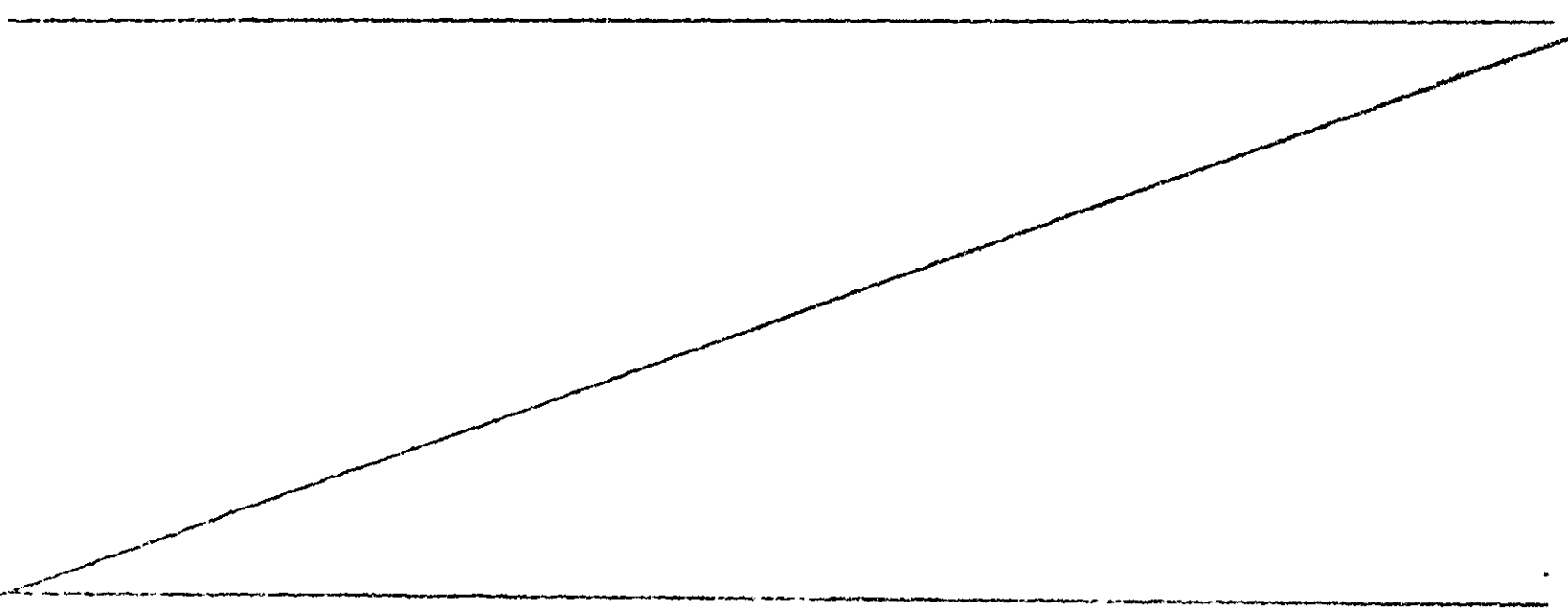
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The sponsor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The sponsor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor that it will furnish the administering agency with the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The sponsor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part III, Subpart D of the Executive Order. In addition, the sponsor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance guarantee); refrain from extending any further assistance to the sponsor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the sponsor; or refer the case to the Department of Justice for appropriate legal proceedings.

9. The Federal Government does not now plan or contemplate the construction of any structures pursuant to Paragraph 11 of Part III - Sponsor's Assurances - of the Project Application dated 11 July 1972, and therefore, it is understood and agreed that the Sponsor is under no obligation to furnish any areas or rights without cost to the Federal Government under this Grant Agreement. However, nothing contained herein shall be construed as altering or changing the rights of the United States and/or the obligations of the Sponsor under prior Grant Agreements to furnish rent-free space and/or cost free areas or rights for the activities specified in such agreements.
10. The parties hereto recognize that a continuing need exists for government-owned automotive equipment used or assigned for use in serving FAA facilities and equipment on or in the vicinity of the airport. It is agreed between the parties hereto that such automotive equipment will have, without charge, the parking designated and described in the Port of Seattle's letter of 4 June 1971, accepted by the FAA's letter of 10 June 1971, and that no change or modification will be made in such designation or the relationship flowing therefrom without the written consent of the parties hereto or their designated representatives.

11. It is understood and agreed by and between the parties hereto that the Title VI Non-discrimination Assurance submitted by the sponsor and dated 15 June 1972 is hereby incorporated herein and made a part hereof by reference.
  12. It is understood and agreed by and between parties hereto that the United States will not make nor be obligated to make any payments involving Area 2, as shown on the property map attached hereto and identified as Exhibit "A", until the sponsor has submitted evidence verifying that it has acquired a fee title or such lesser property interest as may be found satisfactory to the FAA in and to said Area 2 (or any portion thereof for which grant payment is sought) subject to no liens, encumbrances, reservations or exceptions which, in the opinion of the FAA, might create an undue risk of interference with the use and operation of the airport.
  13. By its acceptance hereof, the sponsor covenants and agrees that with respect to Area 2, as shown on the property map attached hereto and identified as Exhibit "A", it will clear said Area 2 of any existing structures prior to final payment under the project, and that it will not erect nor permit the erection of any permanent structures therein except those required for aids to air navigation or those which may be specifically approved by the FAA.
  14. It is hereby understood and agreed by and between the parties hereto that the sponsor will, with or without Federal aid, prior to using the land in Area 2, as shown on the property map attached hereto and identified as Exhibit "A", for the development of a new runway, a runway extension or the protection of the imaginary surfaces for such new runway or runway extension, as defined in Federal Aviation Regulations, Part 77, give full consideration to and take such actions as may be required under applicable environmental statutes, including such hearings as may be appropriate under the Airport and Airways Development Act of 1970, as amended.
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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Airport and Airway Development Act of 1970, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

By Bob A. Smith  
(TITLE)  
Acting Chief, Airports Division

Part II-Acceptance

The Port of Seattle, Washington 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 72.

The Port of Seattle, Washington.  
(Name of Sponsor)

(SEAL)

By . . . . .  
Title . . . . .

Attest . . . . .  
Title . . . . .

CERTIFICATE OF SPONSOR'S ATTORNEY

I, . . . . ., acting as Attorney for The Port of Seattle, Washington (herein referred to as the "Sponsor") do hereby certify

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of . . . Washington, 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 . . .

Title . . . . .