

RESOLUTION NO. 2457

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the execution of a Grant Agreement covering PGP Project No. A-53-0062-01 dated January 19, 1973 between the Port of Seattle, King County, Washington and the Federal Aviation Administration, United States of America in connection with the obtaining of Federal aid in the development of the Sea-Tac Airport and Vicinity Master Plan Study.

WHEREAS, the Port of Seattle and King County, Washington have heretofore submitted a Project Application to the Administrator of the Federal Aviation Administration dated December 15, 1972 for development of the Sea-Tac Airport and Vicinity Master Plan Study, and

WHEREAS, the Port of Seattle and King County have heretofore authorized the performance of the work program specified in said Project Application, have authorized the preparation of specific study programs and the selection of qualified consultants and will in due course proceed to award of contract for the performance of the work as appropriate, all subject to the approval of the Administrator of the Federal Aviation Administration and to the sharing of the costs by the United States incurred in accomplishing such work as provided in the Grant Agreement set forth below; and

WHEREAS, there has been submitted to the Port of Seattle and King County a Grant Agreement covering PGP Project No. A-53-0062-01 dated January 19, 1973 by the Federal Aviation Administration to aid the Port of Seattle and King County in the development of the Sea-Tac International Airport and its surrounding vicinity.

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 the Sea-Tac Airport and Vicinity Master Plan Study, 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 six copies 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 January 19, 1973, is attached hereto and made a part of this Resolution.

ADOPTED by the Port Commission of the Port of Seattle this 26 day of January 1973 and duly authenticated by the signatures of the Commissioners voting in its favor and the seal of the Commission.

Paul H. Smith
Frank D. Mitchell
Henry D. G. Smith
Wesley D. Allen
J. Knox Lewis

PLANNING GRANT AGREEMENT

PART I - OFFER

DATE OF OFFER 22 January 1973

FEDERAL AGENCY

AIRPORT MASTER PLAN FOR

PROJECT NO A-53-0062-01

CONTRACT NO DOT-FA73NW-0111

AIRPORT SYSTEM PLANNING FOR

10 Port of Seattle and the County of King, Washington

(herein referred to as the "Sponsor")

FEDERAL United States of America (acting through the Federal Aviation Administration, herein referred to as the FAA)

WHEREAS, the Sponsor has submitted to the FAA, an Airport Master Planning Grant Application
(Master or System)

dated 15 December 1972 (herein called the "Planning Application"), for a grant of funds for a project for the development for planning purposes of information and guidance to determine the extent, type, and nature of development needed for the Seattle-Tacoma International Airport
(airport area name and/or location)

(herein called the Airport), which Planning Application as
(airport or area)

approved by the FAA is hereby incorporated herein and made a part hereof, and WHEREAS, the FAA has approved a project for the development of plans for the Airport (herein called the "Planning Project") consisting
(airport or area)

of the following approved airport Master planning
(master or system)

Preparation of an Airport Master Plan for the Seattle-Tacoma International Airport, Seattle, Washington

Reference is made to the Description of Work Program incorporated in the said Planning Application,

NOW THE FUTURE pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Development Act of 1970, and in consideration of (a) the Sponsor's adoption and ratification of the representations and covenants contained in the Planning Application and its acceptance of this Offer, as hereinafter provided, and (b) the best interests of the United States and the public from the accomplishment of the airport ^{Master etc} ~~(master or system)~~

in accordance with the Planning Application THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES HEREBY OFFERS AND AGREES to pay, as the United States share 66-2/3 percent of the allowable costs incurred in accomplishing the Planning Project, subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$ 427,978.00
2. The FAA, for and on behalf of the United States, may by written notice terminate or suspend this grant in whole or in part, or withhold payment, in the event that it finds that the Sponsor has
 - a. Failed to comply with Federal law or with any of the terms and conditions contained in this Planning Grant Agreement,
 - b. Failed to carry out the Planning Project as approved,
 - c. Made unauthorized or improper use of grant funds,
 - d. Submitted any application, report, or other document which contains a misrepresentation of a material nature or is incorrect or incomplete in any material respect, or,
 - e. If for any reason continuation of the approved Planning Project is rendered impossible, ineligible, or illegal.

The Sponsor shall take such action relative to termination or suspension as may be required by the FAA in the notice of termination or suspension. In such case termination or suspension shall not affect any otherwise valid and allowable obligations made in good faith prior to receipt of notice of termination or suspension.

3. The Sponsor shall
 - a. Begin accomplishment of the Planning Project within 30 days after acceptance of this Offer, 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 Planning Project without undue delay and in accordance with the terms hereof, the Airport and Airway Development Act of 1970, and Sections 152.121 Et. Seq. 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 all planning work in accordance with the Description of Work Program, incorporated herein, or as it may be revised or modified with the approval of the FAA and in accordance with design standards and planning criteria established by the FAA,

7. The Offer shall not include any costs determined by the FAA to be ineligible for consideration under Section 152.137 of the Regulations.
8. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Section 152.132 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 152.141 of the Regulations. Final reimbursement will be made after final review, audit, and acceptance by FAA of the completed Planning Project and after all conditions relating to the Planning Project have been satisfied.
9. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
10. The Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Planning Project unless this Offer has been accepted by the Sponsor on or before 28 February 1973 or such subsequent date as may be prescribed in writing by the FAA.
11. All financial records pertaining to the Planning Project shall be made available to authorized representatives of the FAA and the Comptroller General of the United States in conformity to Section 152.143 of the Regulations.
12. The Sponsor will, at such times and in such manner as the FAA may require, furnish FAA with periodic reports and statements pertaining to the Planning Project and planning work activities and other related matters covered hereunder.
13. Sponsors shall submit for FAA approval prior to their execution all private party or public body contracts to do all or any part of the Planning Project. These contracts shall include applicable terms and conditions as specified by the FAA.
14. The FAA reserves the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of the Planning Project and further reserves the right to disapprove the proposed scope and cost of the professional services.
15. The FAA reserves the right to disapprove the use of professional level employees of the Sponsor when such employees are designated by the Sponsor to do all or part of the Planning Project.
16. All published material such as reports, maps, and other documents prepared in connection with the Planning Project and planning work activities shall contain a standard notice that the material was prepared under an Airport MISLE Planning Grant provided by FAA. The Sponsor shall make these documents available (Plan or System) for examination by the public.
- In addition, no material prepared in connection with the Planning Project and planning work activities shall be subject to copyright in the United States or in any other country. The FAA shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared with Airport Planning Grant funds.
17. The Sponsor agrees to conduct the Planning Project in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 and by Part 21 of the Regulations of the Office of the Secretary of Transportation as amended.

11. Sponsor as Principal of the approval of the Planning Application nor the tender of this Oite, nor the approval of the final airport ²⁰ COI _(over 2000 sq m) - planning report constitutes an assurance or commitment, expressed or implied by the FAA that any airport development or unit thereof shown in the planning developed as part of the Planning Application will be approved for inclusion in any pending or future Airport and Airway Development Program under the Airport and Airway Development Act of 1970.
12. It is understood and agreed by and between the parties hereto that the attached DCF Title VI Assurances submitted by the sponsors and dated 15 December 1972 is hereby incorporated herein and made a part hereof by reference.

EXECUTED AND SIGNED BY AUTHORIZED OFFICER ON THIS _____ day of _____, 19____
_____, County of _____
State of _____

(SEAL)

(LEGAL NAME OF COSPONSOR)

BY _____

(SIGNATURE OF AUTHORIZED OFFICER)

Attest _____

Title _____

(TITLE OF AUTHORIZED OFFICER)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That I have examined the foregoing airport Master Planning Grant Agreement and the
(Master or System)
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(s)
of Washington, and further that, in my opinion,
said airport Master Planning Grant Agreement
(Master or System)
constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof

Do date _____ this _____ day of _____, 19 73

(Signature)

(Title)

is hereby acknowledged the contents of this document this _____ day of _____, 19____
County of _____

(SEAL)

(LEGAL NAME OF SPONSOR)

BY

(SIGNATURE OF AUTHORIZED OFFICER)

Attest _____

Notary Public _____

(TITLE OF AUTHORIZED OFFICER)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for _____ the County of King
_____ (herein referred to as the "Sponsor") do

hereby certify

That I have examined the foregoing airport _____ Master _____ Planning Grant Agreement and the
(Master or System)

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(s)
of _____ Washington _____, and further that, in my opinion,
said airport _____ Master _____ Planning Grant Agreement
(Master or System)

constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof

Dated at _____ this _____ day of _____ 19 73

(Signature)

(Title)