

**RESOLUTION NO. 3051**

A RESOLUTION of the Port of Seattle authorizing the acceptance of an Aviation Administration Grant Offer and the execution of a Grant Agreement covering AIP Project No. 25 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 25, 1989, for certain construction work at Sea-Tac International Airport; and

WHEREAS, the Port of Seattle has heretofore authorized a project to rehabilitate Taxiway A South and construct an aircraft parking area hardstand in the northeast cargo area of Sea-Tac International Airport at its regular meeting on August 22, 1989; 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. 25 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. 25 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 as follows:

Section 1. The Executive Director, of the Port of Seattle is hereby authorized and directed to accept on behalf of the Port of Seattle a Grant Offer/Agreement for the purpose of obtaining federal aid in rehabilitating the southern portion of Taxiway A, and constructing an aircraft parking hardstand area in the northeast cargo section of Sea-Tac International Airport. The Executive Director of the Port of Seattle is hereby authorized and directed to execute Grant Agreement covering AIP Project No. 25 and to impress the official seal of the Port of Seattle thereon and to attest said execution, 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.

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

ADOPTED by the Port Commission of the Port of Seattle this 12<sup>th</sup> day of September 1989, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission.

Patricia Davis  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Port Commission



September 12, 1989

Patricia Davis, President  
Port of Seattle Commission  
P.O. Box 1209  
Seattle, Washington 98111

Dear Commissioner Davis:

I will be unable to attend the Port Commission Regular Meeting of September 12, 1989. However, I consent to Resolution No. 3051, with respect to the acceptance and execution of Federal Aviation Administration Grant Offer/Agreement for AIP Project No. 25 (rehabilitating the southern portion of Taxiway A and constructing an aircraft parking hardstand area in the northeast cargo section of Sea-Tac International Airport), being placed on second reading and final passage.

Please enter this consent in the official minutes of the meeting.

Sincerely,

A handwritten signature in cursive script that reads 'Paige Miller'.

Paige Miller  
Port Commissioner

rs

**U.S. Department of Transportation**

**Federal Aviation Administration**

**Grant Agreement  
Part 1 - Offer**

Date of Offer: September 13, 1989

Seattle-Tacoma International Airport  
Seattle, Washington

Project Number: 3-53-0062-25

Contract Number: DOT-FA89NM-0062

To: Port of 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 30, 1989, 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 (herein called the "Project") consisting of the following:

Reconstruct Taxiway A South; Construct Cargo Apron;

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, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, 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, 75.00 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 \$4,987,500.00. 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:

\$	0.00	for planning
\$4,987,500.00		for airport development or noise program implementation
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 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 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, 1989, 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 August 25, 1989, 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.
11. The Sponsor agrees to request cash draw downs on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
12. It is understood and agreed by and between the parties hereto that the plans and specifications for the development described on page 1 hereof shall be approved in writing by the FAA prior to advertising for bids.

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.

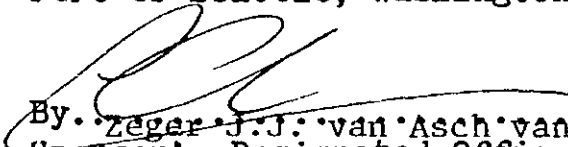
**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

By   
David A. Field, Manager,  
Seattle Airports District Office

**Part II - 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 21st day of September, 1989.  
Port of Seattle, Washington

(SEAL) By   
Zeger J.J. van Asch van Wijck  
Sponsor's Designated Official  
Representative

Title: ..Executive Director.....

Attest:   
Title Director of Finance & Administration  
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 and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Seattle, Washington this 21st day of September 1989.

  
Signature of Sponsor's Attorney