

RESOLUTION NO. 3052

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. 27 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 design and construct a Security Access Control System to comply with Federal Aviation Regulation (FAR) Part 107.14 at Sea-Tac International Airport at its regular meeting on September 26, 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. 27 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. 27 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 designing and constructing a Security Access Control System at designated access point locations of Sea-Tac International Airport to comply with Federal Aviation Regulation (FAR) Part 107.14. The Executive Director of the Port of Seattle is hereby authorized and directed to execute the Grant Agreement covering AIP Project No. 27 and that the Director, Finance and Administration is hereby

authorized and directed 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 incorporate herein.

Adopted by the Port Commission of the Port of Seattle this 26th 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 Dags
J. B. Blum
Jim Wright
Roger R. Miller
D. L. Lewis
Port Commissioners

U.S. Department of Transportation
Federal Aviation Administration

Grant Agreement
Part 1 - Offer

Date of Offer: August 31, 1990

Seattle-Tacoma International Airport
Seattle, Washington

Project Number: 3-53-0062-27

Contract Number: DOT-FA90NM-0038

To: The 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 25, 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:

Design and construction of security access system;

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 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 \$10,226,250.00. 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
\$10,226,250.00		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 20, 1990, 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 that the work covered in this grant will be done in two or more phases. Sponsor agrees to obtain FAA concurrence, in writing, for each phase of the work before the construction notice to proceed is issued for that phase.

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 accept 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 12th day of September, 1990.
Port of Seattle, Washington

(SEAL)

By.....
Sponsor's Designated Official Representative
Zeger JJ van Asch van Wick Executive Director
Title:

Attest: Title: ... Senior Director
..... Administrative Services Division

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, WA this 12th day of September 1990.

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Signature of Sponsor's Attorney

Senior Director, Corporate Secretary and General Counsel