

RESOLUTION NO. 3020

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the acceptance of Washington State Department of Transportation grant offer and the execution of an Approval Letter/Grant Agreement between the Port of Seattle and the Assistant Secretary for Aeronautics, Washington State Department of Transportation, in connection with the obtaining of State aid in the development of Sea-Tac International Airport.

WHEREAS, the Port of Seattle has heretofore submitted a Project Application to the Assistant Secretary for Aeronautics, Washington State Department of Transportation, dated September 9, 1987. for certain planning work at Sea-Tac International Airport; and

WHEREAS, the Port of Seattle Commission 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, the Washington State Department of Transportation has submitted to the Port of Seattle a grant offer and respective Approval Letter/Grant Agreement covering the Airspace Study Update; and

WHEREAS, the Approval Letter/Grant Agreement has been reviewed by the Port of Seattle Aviation Division and Legal Department;

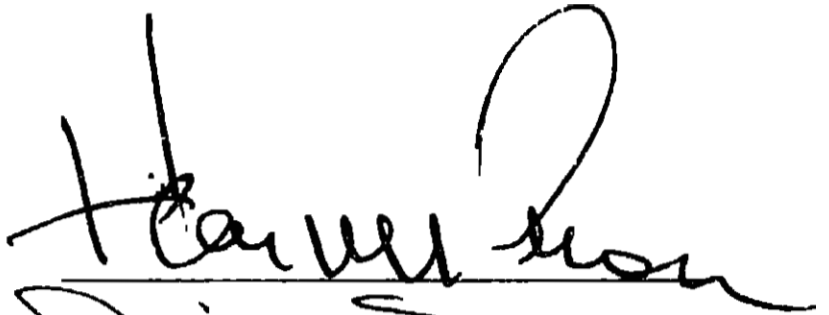
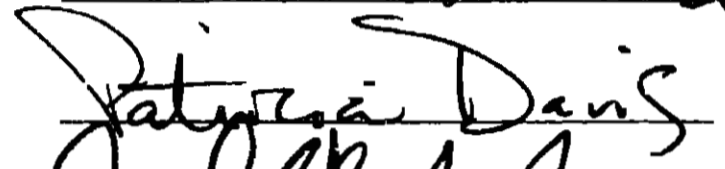
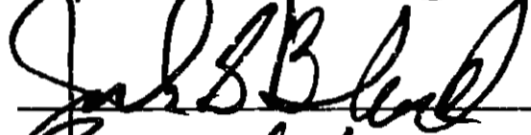
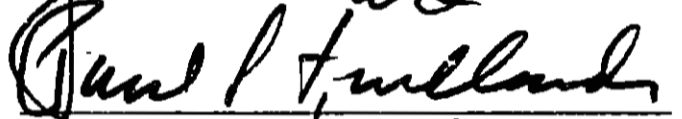

NOW, THEREFORE. BE IT RESOLVED by the Port Commission of the Port of Seattle that:

1. The Port shall accept the grant offer for the purpose of obtaining state aid in the development of Sea-Tac International Airport, and that an Approval Letter/Grant Agreement is attached hereto and by this reference incorporated herein.

2. The President of the Port of Seattle Commission be, and he is hereby authorized and directed to accept on behalf of the Port the grant offer for the purpose of obtaining state aid for the development of Sea-Tac International Airport and to execute the Approval Letter (original)/Grant Agreement in triplicate on behalf of the Port.

3. The Secretary of the Port of Seattle Commission be, and he is hereby authorized and directed to impress the official seal of the Port of Seattle thereon.

Adopted by the Port Commission of the Port of Seattle this 22nd day of October 1987, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.






Port Commissioners

Res No. 3020



**Washington State
Department of Transportation**

Aeronautics Division
8600 Perimeter Road South
King County Int'l Airport/Boeing Field
Seattle Washington 98108 3885
(206) 764 4131/Toll Free 1 800 552 0666

Duane Berentson
Secretary of Transportation

September 24, 1987

SEP 24 1987
FBI

Mr. W. E. Brouger
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 / \$4,000.00

Dear Mr. Brouger:

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.

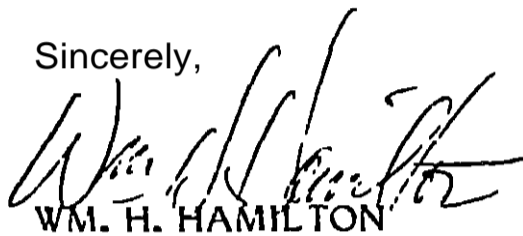
The airport must remain open for the expected life of the project, and exclusive use policies will not be tolerated.

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 conditions 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 my 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 Gardner
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.

Date

Signature



Washington State Department of Transportation
Aeronautics Division

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:

PROJECT NUMBER

DETAILED BREAKDOWN BY ITEMS

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, RCW 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 sign-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 _____ day of _____, 19 _____

Name of Public Entity: Port of Seattle

By: _____, Title _____