

Original

RESOLUTION NO. 2948

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the acceptance of F.A.A. Grant Offer and the execution of a Grant Agreement covering AIP Project No. 3-53-0062-07 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 November 30, 1984, for certain development work at Sea-Tac International Airport; and

WHEREAS, the Port of Seattle has heretofore authorized land acquisition for extended clear zone, including relocation of persons, subject to the approval of the Administrator of the Federal Aviation Administration and to the sharing of costs by the United States of America; 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. 3-53-0062-07 to aid the Port of Seattle in the development of Sea-Tac International Airport; and

WHEREAS, upon receipt, the Grant Offer/Agreement for AID Project No. 3-53-0062-07 will be examined, as to form, by the Port of Seattle Aviation, Legal, and Real Estate Departments.

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

1. That the Port of Seattle shall enter into the Grant Offer/Agreement for the purpose of obtaining Federal aid in the development of Sea-Tac International Airport, which Grant Offer/Agreement shall be attached to this Resolution upon execution and, by this reference, incorporated herein.

2. That, provided the Grant Offer/Agreement is approved as to form by the Aviation, Legal and Real Estate Departments, the Executive Director of the Port of Seattle be and he is hereby authorized and directed to execute said Grant Offer/Agreement in triplicate on behalf of the Port of Seattle, and that the Senior Executive Officer of the Port of Seattle be, and she is hereby authorized and directed to impress the official seal of the Port of Seattle thereon and to attest said execution.

ADOPTED by the Port Commission of the Port of Seattle this 1st
day of December, 1984, and duly authenticated in open session by the
signatures of the Commissioners voting and the seal of the Commission.

Henry Simonson
Paul B. B...
Paul H. ...
Jim Wright
Juan Haglund
Port Commissioners

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part 1-Offer

Date of Offer December 11, 1984

Seattle-Tacoma International Airport

Project No. 3-53-0062-07

Contract No. DOT-FA85NM-0002

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 November 30, 1984, 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:

Acquire land (property interest satisfactory to the Administrator in Parcels J-66, J-67, J-68, J-69, J-70, J-71, J-72, J-73, J-74, J-75, J-76, J-77, J-78, J-79, J-80, J-81, J-82, J-83, J-84, J-85, J-86, J-87, J-88, J-89, J-90, J-91, J-92, J-93, J-94, J-95, J-96, J-97, J-100, J-101, J-102, J-103, J-104, J-105, J-106, J-107, J-108, J-109, J-110, J-136, J-139, J-140, as shown on Exhibit "A"); including relocation of persons;

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, 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, 80 per centum of all allowable project costs.

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

Standard Conditions

1. The maximum obligation of the United States payable under this offer shall be \$ 2,500,000.00 . 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-	for planning
\$ 2,500,000.00	for land acquisition
\$ -0-	for airport development or noise program implementation (other than land acquisition)
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. Unless otherwise stated in this grant agreement, any program income earned by the Sponsor during the grant period shall be deducted from the total allowable Project costs prior to making the final determination of the United States share. 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 December 31, 1984 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, and the Sponsor shall hold the United States harmless from all claims arising from, or related to, completion of the Project or the Sponsor's continuing compliance with the terms, conditions, and assurances in this grant agreement.

The following special assurances are added to Part V Assurances attached to this offer:

31. It is understood and agreed by and between the parties hereto that the STANDARD DOT TITLE VI ASSURANCES executed by Sponsor November 30, 1984, is hereby incorporated herein and made a part hereof by reference.
32. The Federal Government does not now plan or contemplate the construction of any structures pursuant to paragraph 28 of Part V, Assurances, of the application dated November 30, 1984, and therefore it is understood and agreed that the Sponsor is under no obligation to furnish any new areas or new rights without cost to the Federal Government under this grant agreement. However, it is agreed and understood that the rights of the United States to cost free areas obtained under unexpired grant agreements with the Sponsor are extended for twenty years from the date of this grant agreement. Furthermore, the responsibility for paying the cost of relocating any facilities located in such cost free areas shall be made in accordance with Advisory Circular 150/5300-7B, FAA Policy of Facility Relocations Occasioned by Airport Improvements or Changes.
33. It is understood and agreed by and between the parties hereto that until the sponsor has submitted evidence that it has acquired a fee title or such lesser property interest as may be found satisfactory to the FAA in and to Parcels J-66, J-67, J-68, J-69, J-70, J-71, J-72, J-73, J-74, J-75, J-76, J-77, J-78, J-79, J-80, J-81, J-82, J-83, J-84, J-85, J-86, J-87, J-88, J-89, J-90, J-91, J-92, J-93, J-94, J-95, J-96, J-97, J-100, J-101, J-102, J-103, J-104, J-105, J-106, J-107, J-108, J-109, J-110, J-136, J-139, J-140, shown on the property map attached hereto and identified as Exhibit "A", 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 or interference with the use and operation of the airport, the United States, will not make nor be obligated to make any payments involving Parcels J-66, J-67, J-68, J-69, J-70, J-71, J-72, J-73, J-74, J-75, J-76, J-77, J-78, J-79, J-80, J-81, J-82, J-83, J-84, J-85, J-86, J-87, J-88, J-89, J-90, J-91, J-92, J-93, J-94, J-95, J-96, J-97, J-100, J-101, J-102, J-103, J-104, J-105, J-106, J-107, J-108, J-109, J-110, J-136, J-139, J-140.
34. By its acceptance hereof the Sponsor covenants and agrees that it will clear Parcels J-66, J-67, J-68, J-69, J-70, J-71, J-72, J-73, J-74, J-75, J-76, J-77, J-78, J-79, J-80, J-81, J-82, J-83, J-84, J-85, J-86, J-87, J-88, J-89, J-90, J-91, J-92, J-93, J-94, J-95, J-96, J-97, J-100, J-101, J-102, J-103, J-104, J-105, J-106, J-107, J-108, J-109, J-110, J-136, J-139, J-140, as shown on Exhibit "A" 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.

35. It agrees that land in this project purchased for noise compatibility purposes may be subject to disposal at the earliest practicable time. After Grant Agreement, the FAA may designate such land which must be sold by the sponsor. The Sponsor will use its best efforts to so dispose of such land subject to retention or reservation of any interest or right therein necessary to insure that such land is used only for purposes which are compatible with the noise levels of operation of the airport. The proceeds of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a basis proportionate to the United States share of the cost of acquisition of such land, or shall be reinvested in an approved project, pursuant to such instructions as the FAA shall issue.
36. It is understood and agreed by and between the parties hereto that all acquisition of real property under this project will be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as specified in the Sponsor's Assurance dated November 30, 1984.
37. Revenue from Real Property. It agrees that all net revenue produced from real property purchased in part with Federal funds in this grant shall be used on the airport for airport planning, development, or operating expenses, except that all income from real property purchased for noise compatibility purposes or for future aeronautical use as indicated on Exhibit "A", for this grant shall be used only to fund projects which would be eligible for grants under the Airport and Airway Improvement Act of 1982. Income from noise or future use property may not be used for the Sponsor's matching share of any airport grant. Airport fiscal and accounting records shall clearly identify actual sources and uses of these funds.

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 of 1982, 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 *George L. Buley*
George L. Buley, 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 comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this *11th* day of *December*, 198*4*

Port of Seattle
.....
(Name of Sponsor)

By *Richard Ford*
.....
Title *Executive Director*
.....

(SEAL)

Attest: *Kathryn H. Nelson*
.....
Title: *Senior Executive Officer*
.....

CERTIFICATE OF SPONSOR'S ATTORNEY

I, *Carrie L. Schnelker*, 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 binding obligation of the Sponsor in accordance with the terms thereof.

Dated at *Seattle, Washington* this *13th* day of *December* 198*4*.

By *Carrie L. Schnelker*
.....
Title *Acting General Counsel*
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