

RESOLUTION NO. 2744

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the execution of a Grant Agreement covering ADAP Project No. 6-53-0062-15 dated August 21, 1978 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 the 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 4, 1978 for certain development work at Sea-Tac International Airport; and

WHEREAS, the Port of Seattle has heretofore authorized land acquisition, relocation of persons and functional replacement of the Bow Lake Reservoir, subject to the approval of the Administrator of the Federal Aviation Administration and to the sharing of costs by the United States incurred in accomplishing such as is provided in the Grant Agreement set forth below; and

WHEREAS, there has been submitted to the Port of Seattle Grant Agreement covering ADAP Project NO. 6-53-0062-15 dated August 21, 1978, by the Federal Aviation Administration to aid the Port of Seattle in the development of the Sea-Tac International Airport:

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 Sea-Tac International Airport, 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 quadruplicate 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 August 21, 1978 is attached hereto and made a part of this Resolution.

ADOPTED by the Port Commission of the Port of Seattle this
12th day of September, 1978, and duly authenticated by the
signatures of the Commissioners voting and the Seal of the Commission.

Paul F. Friedman
Henry T. Simonson
Mark Padley
Jack B. Cook

PORT OF SEATTLE

P. O. BOX 1209 / SEATTLE, WASHINGTON 98111

September 1, 1978

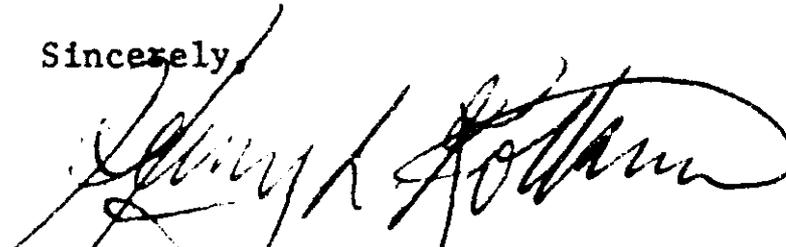
Mr. Paul S. Friedlander, President
Port of Seattle Commission
P. O. Box 1209
Seattle, WA 98111

Dear Mr. Friedlander:

I will be unable to attend the Port Commission Meeting of September 12, 1978. However, I am familiar with Resolution No. 2744 to accept the Grant Offer and authorize the execution of the Grant Agreement for Federal Aviation Administration ADAP Project No. 6-53-0062-15 covering land acquisition, relocation of persons, and functional replacement of the Bow Lake Reservoir in connection with the development of Sea-Tac International Airport. I consent to that resolution being placed on second reading and final passage.

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

Sincerely,



Henry L. Kotkins, Vice President
Port of Seattle Commission

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part I-Offer

Date of Offer **August 21, 1978**

Seattle Tacoma International Airport

Project No. **6-53-0062-15**

Contract No. **DOT-FA-78NW-1272**

TO: **The Port of Seattle, Washington**
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **August 4, 1978**, for a grant of Federal funds for a project for development of the **Seattle Tacoma International** Airport (herein called the "Airport"), together with plans and specifications for such project, 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 development of the Airport (herein called the "Project") consisting of the following-described airport development:

Acquire land (property interest satisfactory to the Administrator in Areas A and B as shown on Exhibit "A"); relocation of persons; functional replacement of Bow Lake Reservoir.

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

WHEREAS, this project will not be completed during fiscal year 1978 and the total estimated cost of completion will be \$2,509,073.00 (\$1,881,805.00 Federal share).

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Development Act of 1970, as amended (49 U.S.C. 1701), 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 the operation and maintenance of the Airport 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,

A. With respect to the costs to the sponsor which are reimbursable under Section 211 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970: (1) for costs incurred on account of any displacement occurring after 1 January 1971 and prior to 1 July 1972, or after 30 June 1972 on account of any acquisition of real property occurring prior to 1 July 1972: (a) 100 percent of the first \$25,000, and (b) 75 percent of the balance of the costs in excess of \$25,000, and (2) 75 percent of the costs incurred on account of any displacement occurring after 30 June 1972 on account of any acquisition of real property occurring after 30 June 1972; B. 75 percent of all other allowable costs.

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

1. The maximum obligation of the United States payable under this Offer is \$ 979,988.00. Such maximum obligation may be increased by the additional amount(s), if any, added by any amendment to this grant issued pursuant to Paragraph 2 below, but such increased maximum obligation will not exceed, in the aggregate, the United States share of the total estimated cost of the project stated above.

a. Pursuant to Section 19 of the Airport and Airway Development Act, as amended, and at the sponsor's request, the FAA does hereby commit the United States to obligate an additional amount to this project for payment of its share of the cost, in accordance with the terms hereof, not to exceed the apportionment(s) made to the Sponsor for FY(s) 79 pursuant to Section 15(a)(3)(A) of said Act, as amended, and subject to the restrictions now or hereinafter imposed on the FAA on use of such apportionment by, but not limited to, Appropriation Acts now or hereinafter enacted.

b. The exact amount of this commitment will be established in an amendment to this grant that will be duly executed by the parties hereto when such computation and obligation can be made in FY(s) 79. It is further understood by the parties hereto that this commitment does not in itself obligate, preclude nor restrict the FAA in the use of any funds made available for discretionary use under Section 15 of said Act to further aid the Sponsor in meeting the cost of this project under the terms of this agreement and limitations of law.

2. The Sponsor shall:
 - a. begin accomplishment of the Project within sixty (60) days after acceptance of this Offer or such longer time as may be prescribed by the FAA, 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 Project without undue delay and in accordance with the terms hereof, the Airport and Airway Development Act of 1970, and Sections 152.51-152.63 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 the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 152.47(b) of the Regulations.
4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 152.65-152.71 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 152.71 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 152.71 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.
5. The Sponsor shall operate and maintain the airport as provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 20 in Part V of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.

7. 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 25, 1978 or such subsequent date as may be prescribed in writing by the FAA.
8. The Sponsor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan insurance, or guarantee the following Equal Opportunity clause.

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order by the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The sponsor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The sponsor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency with the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The sponsor further agrees that it will refrain from entering into any contract or contract modification, subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part III, Subpart D of the Executive Order. In addition, the sponsor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance guarantee); refrain from extending any further assistance to the sponsor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the sponsor; or refer the case to the Department of Justice for appropriate legal proceedings.

9. The sponsor will send a copy of all invitations for bids, advertised or negotiated, for concessions or other businesses at the airport to the Office of Minority Business Enterprise, designated representative, Sea-Port Business Development Center, 2024 E. Union Street, Seattle, Washington 98122, and will disclose and make information about the contracts, contracting procedures and requirements available to the Office of Minority Business Enterprise representative and minority firms on the same basis that such information is disclosed and made available to other organizations or firms. Responses by minority firms to invitations for bids shall be treated in the same manner as all other responses to the invitations for bids. Compliance with the preceding paragraph will be deemed to constitute compliance by the sponsor with the requirements of 49 CFR 21 Appendix C(a)(1)(x), Regulations of the Office of the Secretary of Transportation.
10. It is understood and agreed by and between the parties hereto that the plans and specifications for this project shall be those plans and specifications approved in writing by the FAA.

11. It is understood and agreed by and between the parties hereto that the following assurance shall be substituted for Assurance 18 of Part V of Sponsor's APPLICATION FOR FEDERAL ASSISTANCE:

The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes, including the requirement that (A) each air carrier, authorized to engage directly in air transportation pursuant to Section 401 or 402 of the Federal Aviation Act of 1958, using such airport shall be subject to nondiscriminatory and substantially comparable rates, fees, rentals, and other charges and nondiscriminatory conditions as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or nontenants, and combined passenger and cargo flights or all cargo flights, and such classification or status as tenant shall not be unreasonably withheld by any Sponsor provided an air carrier assumes obligations substantially similar to those already imposed on tenant air carriers, and (B) each fixed base operator using a general aviation airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed base operators making the same or similar uses of such airport utilizing the same or similar facilities; provision (A) above, shall not require the reformation of any lease or other contract entered into by a Sponsor before July 12, 1976. A Sponsor shall not require the reformation of any lease or other contract entered into by a Sponsor before July 1, 1975. Provided; That the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; And Provided Further, That the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

12. It is understood and agreed that no part of the Federal share of an airport development project for which a grant is made under the Airport and Airway Development Act of 1970, as amended (49 U.S.C. 1701 et seq.), or under the Federal Airport Act, as amended (49 U.S.C. 1101 et seq.), shall be included in the rate base in establishing fees, rates, and charges for users of the airport.

13. This project and all work performed thereunder is subject to the Clean Air Act and the Federal Water Pollution Control Act. Accordingly,
 - a. The Sponsor hereby stipulates that any facility to be utilized in performance under the grant or to benefit from the grant is not listed on the EPA List of Violating Facilities.
 - b. The Sponsor agrees to comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations issued thereunder.
 - c. The Sponsor shall notify the FAA of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the grant is under consideration to be listed on the EPA List of Violating Facilities.
 - d. The Sponsor agrees that he will include or cause to be included in any contract or subcontract under the grant which exceeds \$100,000 the criteria and requirements in these subparagraphs a through d.
14. It is understood and agreed by and between the parties hereto that the STANDARD DOT TITLE VI ASSURANCES executed by Sponsor August 4, 1978, is hereby incorporated herein and made a part hereof by reference.
15. The Federal Government does not now plan or contemplate the construction of any structures pursuant to Paragraph 27 of Part V of the APPLICATION FOR FEDERAL ASSISTANCE dated August 4, 1978 therefore, it is understood and agreed that the Sponsor is under no obligation to furnish any areas or rights without cost to the Federal Government under this Grant Agreement. However, nothing contained therein shall be construed as altering or changing the rights of the United States and/or the obligations of the Sponsor under prior Grant Agreements to furnish rent-free space and/or cost-free areas or rights for the activities specified in such agreements.
16. The grantee agrees to effectuate the purposes of Section 30 of the Airport and Airway Development Act of 1970, as amended, by assuring that minority business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided under this agreement. For the purposes of this provision, "minority business enterprise" means a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, religious, sex, national origin, chronic economic circumstances or background or other similar cause. Such persons may include, but are not limited to, American Blacks, Americans of Hispanic origin, American Orientals, American Indians, American Eskimos and American Aleuts. Grantee further agrees to comply with such regulations as may be issued by the Federal Aviation Administration to implement Section 30 of the Act.

17. The FAA agrees that the sponsor provides adequate parking accommodations for FAA official and employee vehicles at the airport; the sponsor agrees to continue to provide parking accommodations of at least equal quality and quantity in the future, unless FAA's written consent is obtained.
 18. 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 July 7, 1978.
 19. By its acceptance hereof the sponsor covenants and agrees that it will clear said Areas A and B 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.
 20. The reservoir construction is being administered by the City of Seattle with the FAA participating in 6/20 of the costs not to exceed the Federal share (75%) of \$1,800,000. In view of this, it is understood and agreed that ADAP payments for the reservoir will not exceed the FAA's pro rata share of construction completed to date as established by the City of Seattle.
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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 said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Airport and Airway Development Act of 1970, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor'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 years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By Robert O. Brown
ROBERT O. BROWN (TITLE)
Chief, Airports Division, ANW-600

Part II-Acceptance

The **Port of Seattle, Washington** 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 12th day of September, 1978.

Port of Seattle, Washington
(Name of Sponsor)

By Paul H. [Signature]
PRESIDENT
Title

(SEAL)

Attest: Mark D. [Signature]
Title: SECRETARY

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Carol S. Doherty, acting as Attorney for the Port of Seattle, Washington (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the 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 of Washington, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Seattle, Washington this 13th day of September, 1978.

Carol S. Doherty
Title: General Counsel