

RESOLUTION NO. 2489

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the execution of a Grant Agreement covering ADAP Project No. 8-53-0062-05 dated August 9, 1973 between the Port of Seattle and the 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 June 29, 1973 for certain development work at the Sea-Tac International Airport; and

WHEREAS, the Port of Seattle has heretofore authorized the performance of the development work specified in said Project Application, has authorized the preparation of specifications and the bids for such work and will in due course proceed to award of contract for the performance of the work as appropriate, all subject to the approval of the Administrator of the Federal Aviation Administration and to the sharing of the costs by the United States incurred in accomplishing such work as 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. 8-53-0062-05 dated August 9, 1973, 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 of the Port of Seattle thereon and to attest said execution.

3. That the proposed Grant Agreement referred to herein and dated August 9, 1973, is attached hereto and made a part of this Resolution.

ADOPTED by the Port Commission of the Port of Seattle this 14th day of August, 1973, and duly authenticated by the signatures of the Commissioners voting in its favor and the seal of the Commission.

(SEAL)

Paul H. Huelber
Frank R. Mitchell
James A. Fothering
Mark D. Adk
J. Knox Cooney

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part I-Offer

Date of Offer **August 9, 1973**

Seattle-Tacoma International Airport

Project No. **8-53-0062-05**

Contract No. **DOT-FA74NH-0243**

TO **The Port of Seattle**
(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 **June 29, 1973**, 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 property for compatible land use, Area 2 (approximately 50 acres), including clearing and seeding for environmental enhancement; relocate displaced persons (approximately 166 families); construct north detention pond for airport drainage (approximately 13.5 acre-feet), including landscaping,

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

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, **51.53 per centum for all allowable project 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 shall be **\$ 257,327.00 for the cost of providing payments and assistance for displaced persons and \$2,076,550.00 for all other allowable costs.**
- 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 4 in Part III 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 15, 1973 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' representatives 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 of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 of 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, 732 Lake Union Building, 1700 Westlake Avenue North, Seattle, Washington 98109, and make information about the contracts, contracting procedures and requirements available to OMBE or its designated affiliate 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 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 by the FAA.

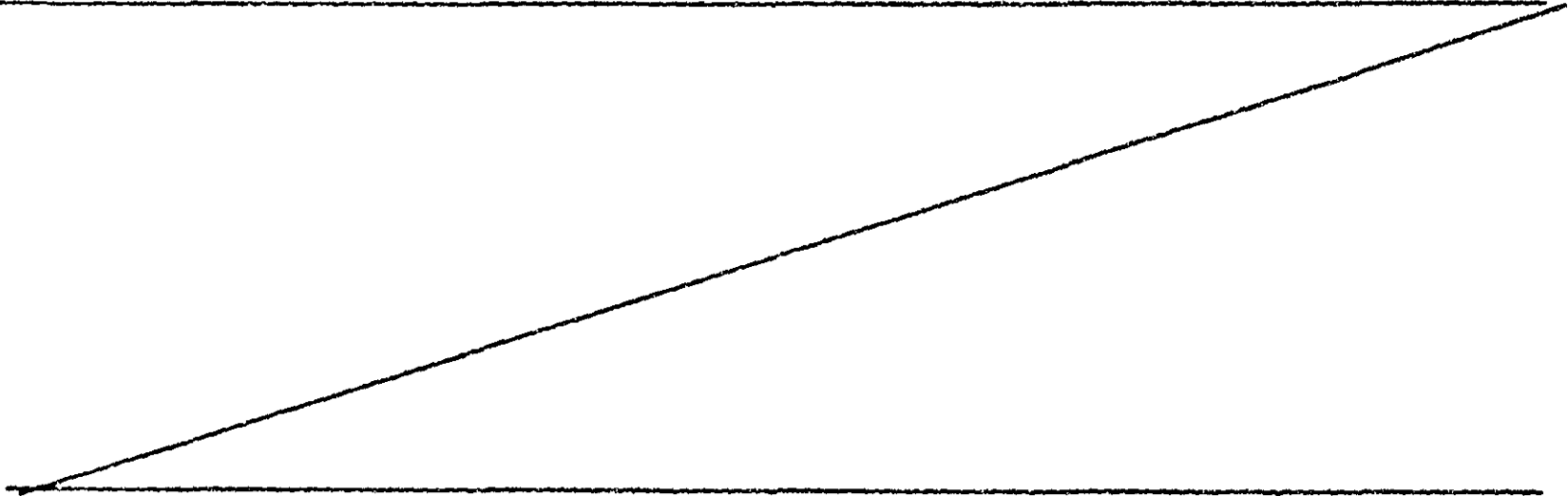
11. It is understood and agreed by and between the parties hereto that the Title VI Nondiscrimination Assurance dated June 29, 1973 is hereby incorporated herein and made a part hereof by reference.
12. The Federal Government does not now plan or contemplate the construction of any structures pursuant to Paragraph 11 of Part III - Sponsor's Assurances - of the Project Application dated June 29, 1973 and, 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 herein shall be construed as altering or changing the rights of the United States and/or the obligation of the sponsor under prior Grant Agreements to furnish rent-free space for the activities specified in such agreements.
13. It is understood and agreed by and between the parties hereto that the sponsor shall furnish adequate parking accommodations in close proximity to FAA technical facilities for all official vehicles used for FAA business and for employee parking as provided by the Sponsor's Assurance dated June 4, 1971.
14. It is hereby understood and agreed by and between the parties hereto that no construction work will commence on Area 2 until such time 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 Area 2, as shown on the property map attached hereto and identified as Exhibit "A".
15. It is hereby 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 Area 2, as 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 Area 2.
16. It is hereby 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 Area 2, as shown on the property map attached hereto and identified as Exhibit "A", 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 in excess of fifty percent (50%) of the Federal share of the total estimated costs of the project or fifty percent (50%) of the maximum obligation of the United States as stated in the Grant Agreement, whichever is the lower.

17. By its acceptance hereof the Sponsor covenants and agrees that with respect to Area 2 as shown on Exhibit "A", it will clear said areas 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.
18. By its acceptance hereof the Sponsor hereby covenants and agrees that pursuant to Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (P.L. 91-646); Part 25, Regulations of the Secretary of Transportation, "Relocation Assistance and Land Acquisition under Federal and Federally assisted Programs" (49 CFR Part 25, 36 Fed. Reg. 9178); the Regulations; and other applicable provisions of law--the terms used in this paragraph have the meanings assigned to them under such Act and Regulations;
 1. Sponsor will provide fair and reasonable relocation payments to displaced persons as required by Subparts E, F, and G of said Part 25;
 2. Sponsor will provide relocation assistance programs for displaced persons offering the services described in Subpart D of said Part 25;
 3. Sponsor will adequately inform the public of the relocation payments and services which will be available under Subparts D, E, F, and G of said Part 25;
 4. Comparable replacement dwellings will be available, or provided if necessary, within a reasonable period of time before any person is displaced;
 5. Sponsor will fully comply with Subpart I of said Part 25;
 6. Sponsor will adequately inform the public of the acquisition policies, requirements, and payments which will apply to the project with respect to any acquisition of real property to which said Part 25 and this agreement apply;
 7. When approval of the FAA is required before Sponsor may proceed with any phase of the project and that phase will cause the displacement of any person, Sponsor will, prior to proceeding with that phase, provide the FAA with written assurances satisfactory to the FAA that:
 - (a) Based on a current survey and analysis of available replacement housing and in consideration of competing demands for that housing, comparable replacement dwellings will be available within a reasonable period of time prior to displacement, equal in number to the displaced persons who require them; and

(b) The Sponsor's relocation program is realistic and is adequate to provide orderly, timely, and efficient relocation of displaced individuals and families to decent, safe, and sanitary housing available to persons without regard to race, color, religion, or national origin with minimum hardship to those affected.

With respect to every person who was displaced or from whom real property was acquired after January 1, 1971 and who would have been entitled to any payments or relocation assistance pursuant to the assurances in this agreement had this agreement been in effect at the time of such displacement or acquisition, Sponsor represents and undertakes as the case may be: (1) that such person has received or will receive all the payments and has timely been or will be timely afforded all the assistance and advantages that would have accrued to him under the provisions of this paragraph had he been displaced or the real property acquired or his entitlements as such tenant accrued subsequent to the date of this agreement; and (2) that Sponsor has timely performed or will timely perform all acts that would have been or would still be required of the Sponsor had the assurance of this paragraph been applicable at the times identified in this paragraph.

Until and including July 1, 1972, the provisions of this paragraph, other than Subparagraph 1(A)(4), shall be applicable only to the extent that Sponsor is able to comply with them under applicable state law, after July 1, 1972, such provisions shall be applicable in their entirety regardless of the extent to which Sponsor is able to comply with them under applicable state law. Subparagraph 1(A)(4) shall be applicable at all times under this agreement.

19. The Sponsor hereby agrees that in accomplishing the land acquisition as contained in this project, to fully comply with the requirements of Subpart I, Part 25 of the Regulations of the Office of the Secretary of Transportation and to adequately inform the public of the acquisition policies, requirements, and payments which will apply.
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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 *Thomas J. Gerla*
(TITLE)

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 14th day of August, 19 73.

(SEAL)

Attest *L. R. Mitchell*
Title SECRETARY

The Port of Seattle, Washington
Name of Sponsor
By *Paul H. Smith*
Title PRESIDENT

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Richard D. Ford, 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 15th day of August, 19 73.

Richard D. Ford
Title Deputy General Manager