

RESOLUTION NO. 2369

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the execution of a Grant Agreement covering ADAP Project No. 8-53-0062-01 dated March 26, 1971 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 Seattle-Tacoma International Airport.

WHEREAS, the Port of Seattle has heretofore submitted a Project Application to the Administrator of the Federal Aviation Administration dated January 6, 1971 for certain development work at the Seattle-Tacoma 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. 8-53-0062-01 dated March 26, 1971, by the Federal Aviation Administration to aid the Port of Seattle in the development of the Seattle-Tacoma 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 Seattle-Tacoma 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 March 26, 1971, is attached hereto and made a part of this resolution.

ADOPTED by the Port Commission of the Port of Seattle this 26th day of March, 1971, and duly authenticated by the signatures of the Commissioners voting in its favor and the seal of the Commission.

Mark D. Kelly
J. Knox Goodrum
Paul S. Fredson
Gray L. Kettis
Frank R. Mitchell

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part 1-Offer

Date of Offer **26 March 1971**

Seattle-Tacoma International Airport

Project No. **8-33-0062-01**

Contract No. **DOT-FA71HE-3904**

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **12 January 1971**, 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:

Expand terminal apron for North Satellite (approximately 110,000 S.F.)

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 Federal Airport Act, as amended (49 U.S.C. 1101), 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 AGENCY, 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, **51.52 per centum of said 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
\$ 1,499,096.00
2. The Sponsor shall.
 - (a) begin accomplishment of the Project within **ninety** 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 Federal Airport Act, and Sections 151.45-151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151) 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 151.41 (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 151.57 - 151.63 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 151.63 of the Regulations; Provided, that, in the event a semi-final grant payment is made pursuant to Section 151.63 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
15 April 1971 or such subsequent date as may be prescribed in writing
by the FAA.
- 8 It is understood and agreed that the terms "Federal Aviation Agency" or "Federal Airport Act", wherever they appear in this agreement, in the project application, plans, and specifications or in any other document constituting a part of this agreement shall be deemed to mean "Federal Aviation Administration" or the "Airport and Airway Development Act of 1970", as the case may be.
9. The sponsor agrees that it will maintain a fee and rental structure for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at that particular airport, taking into account such factors as the volume of traffic and economy of collection.
10. It is also understood and agreed that paragraph 2, Part III of the project application is revised to read as follows:

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; provided, that the sponsor may establish such fair equal and not unjustly discriminatory conditions to be met by all users 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 -

- (a) For safe and efficient use of the airport
- (b) To keep operation activities within acceptable noise levels, or
- (c) To serve the civil aviation needs of the public.

11. It is understood and agreed that subparagraphs a and b of paragraph 3 of Part III - Sponsor's Assurances of the Project Application - are amended and revised to delete the words "or hereafter" wherever they appear therein. It is the intent of this amendment to limit the application of the exclusive rights policy only to airports now owned or controlled by the sponsor.
12. It is further understood and agreed that paragraph 10, Part III of the project application is revised to read as follows:

The sponsor will furnish the FAA with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the FAA, or may be submitted in such manner as the sponsor elects as long as the essential data is furnished. The airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations, and other instruments will be made available for inspection and audit by the FAA and the Comptroller General of the United States, or his duly authorized representative upon reasonable request. The sponsor will furnish to the FAA or the General Accounting Office a true copy of any such documents.

13. It is further understood and agreed by and between the parties hereto that paragraph 8 of Part III - Sponsor's Assurances of the Project Application is hereby amended and revised to delete the words "military and naval aircraft," wherever they appear in said paragraph and substitute in lieu thereof the words "government aircraft."
14. 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:

- (1) 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.

- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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
- (7) 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 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.

15. The Federal Government does not now plan or contemplate the construction of any structures pursuant to Paragraph 9 of Part III - Sponsor's Assurances - of the Project Application dated 12 January 1971 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 obligations of the sponsor under prior Grant Agreements to furnish rent-free space for the activities specified in such agreements.
 16. Notwithstanding their inclusion in the plans and specifications of the work to be accomplished hereunder of Bid Items Nos. C-4, C-5, N-1, N-2, N-3, N-4, N-5, N-6, N-7, N-8, N-9, O-1 and O-2 it is, nevertheless, understood and agreed by and between the parties hereto that such items of development are ineligible for Federal participation and shall not be deemed as a part of the otherwise allowable project costs.
 17. It is understood and agreed by and between the parties hereto that Federal participation hereunder in the cost of the airport development set forth in the second Whereas paragraph, page 1, of this Agreement, shall be based on and limited to the eligible cost of said airport development (as described in the Project Description) less \$57,321.19, which amount equals the proceeds of the sale to the Washington State Highway Commission of certain airport land lying in the North Clear Zone Runway 161-162, Seattle-Tacoma International Airport, and is required to be expended on development eligible under the Airport and Airway Development Act of 1970 in accordance with the Federal Aviation Administration's letter of release dated 26 February 1971, and the "Agreement Between United States of America and Port of Seattle", executed 25 September 1970.
 18. Notwithstanding the requirements of Paragraph 2(b) hereof, it is understood and agreed that the provisions relating to the Davis-Bacon Act shall not apply to construction accomplished with Federal Assistance under this project.
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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 herein-
after provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by
the Federal Airport Act, constituting the obligations and rights of the United States and the Spon-
sor with respect to the accomplishment of the Project and the operation and maintenance of the Air-
port. 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 AGENCY

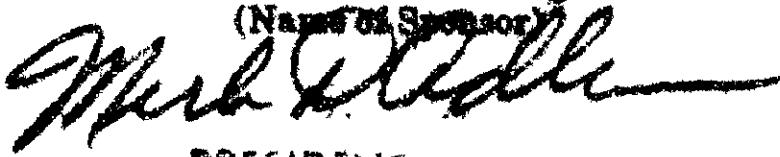
By 
(TITLE)
Assistant Seattle Area Manager

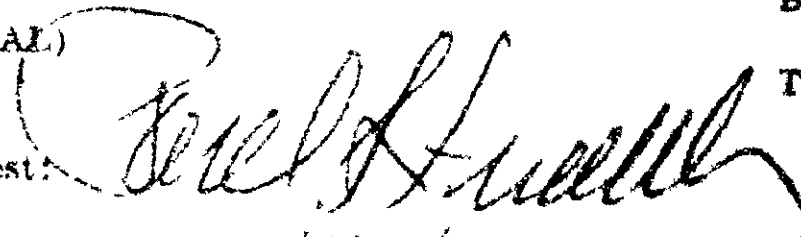
Part II-Acceptance

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 _____ day of _____, 19 _____.

Port of Seattle, Washington
(Name of Sponsor)


By 
Title **PRESIDENT**

(SEAL)
Attest: 
Title: **SECRETARY**

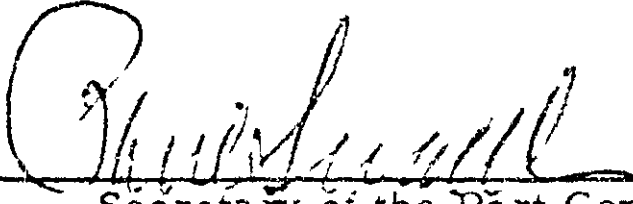
CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for **Port of Seattle**
(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 **Seattle, Washington 29th March 71**

Dated at _____ this _____ day of 
Title

I, Paul S. Friedlander, duly chosen, qualified,
and acting as Secretary of the Port Commission of the Port of Seattle, DO
HEREBY CERTIFY that the attached is a true and correct copy of Resolution
No. 2369, duly adopted by the Port Commission at a regular meeting on the
26th day of March, 1971.


Secretary of the Port Commission

(SEAL)

Date: March 26, 1971