

MOTION NO. 2003

1 A MOTION authorizing and directing the County
Executive to accept the grant offer of the United
2 States of America through the Federal Aviation
Administration in the maximum amount of \$119,100
3 to be used under the Airport Development Aid Pro-
gram Project No. 8-53-0058-05 in the development
4 of Boeing Field/King County International Airport,
Seattle, Washington, File No. PW-518

5 WHEREAS, the United States Department of Transportation,
6 Federal Aviation Administration, is empowered to make grant
7 awards for the construction and improvement of public airports,
8 and

9 WHEREAS, Boeing Field/King County International Airport is
10 in need of a facility to house emergency crash/fire/rescue and
11 security vehicles required for protection of life and property
12 at Boeing Field/King County International Airport, and

13 WHEREAS, King County recognizes its obligation to provide
14 approximately \$34,955.10 as a cash match in support of this
15 project,

16 NOW, THEREFORE, BE IT RESOLVED by the Council of King
17 County:

18 1. King County shall accept the grant offer of the United
19 States of America in the amount of \$119,100 for the purpose of
20 obtaining federal aid under Project No. 8-53-0058-05 in the
21 development of Boeing Field/King County International Airport,
22 and

23 2. The County Executive is hereby authorized and directed
24 to sign the acceptance of said grant offer (entitled Part II --
25 Acceptance) on behalf of King County, and the Director of Records
26 and Elections is hereby authorized and directed to attest the
27 signature of the County Executive and to impress the official
28 seal of King County on the aforesaid Statement of Acceptance, and
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3. A true copy of the grant offer referred to herein as attached hereto and made a part hereof.

PASSED this 26th day of May, 1975.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Bill Keams
Chairman

ATTEST:

Jameth M. Quinn
Clerk of the Council

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2003

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

NORTHWEST REGION
FAA BUILDING KING COUNTY INT'L AIRPORT
SEATTLE, WASHINGTON 98108



MAY 13 1975

Mr. John D. Spellman
King County Executive
King County Courthouse
Seattle, Washington 98104

Dear Mr. Spellman:

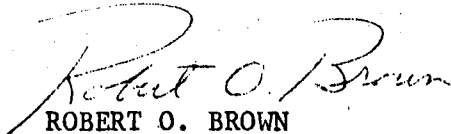
Enclosed are the original and four copies of the Grant Offer for Airport Development Aid Program Project No. 8-53-0058-05 at the Boeing Field/King County International Airport, Seattle, Washington.

Your attention is directed to the special conditions as contained within the Grant Offer and in particular Special Condition No. 1 where the maximum Federal participation in allowable project costs is stated, and in Special Condition No. 7 which establishes the date by which the Grant Offer must be accepted.

The Grant Offer should be approved and accepted in the same manner as described in the enclosed guide. The resolution authorizing the acceptance of the Grant Offer must contain the full text of the offer. This may be accomplished either by inserting the text verbatim in the body of the resolution or by making reference to a copy of the offer which is attached thereto. If the Grant Offer is incorporated into the resolution, additional copies of the offer must be made for this purpose. The certificate of the Sponsor's attorney should bear the same or a later date than the date of acceptance of the Offer.

Please return the original and three completely executed copies of the Grant Agreement to this office, together with four copies of the authorizing resolution and Clerk's Certificates attached thereto.

Sincerely,


ROBERT O. BROWN

Chief, Airports Division, ANW-600

2 Enclosures

FEDERAL AVIATION ADMINISTRATION
AIRPORTS DIVISION - NORTHWEST REGION
FAA BUILDING, BOEING FIELD
SEATTLE, WASHINGTON 98108

GUIDE FOR EXECUTION OF AIRPORT DEVELOPMENT AID PROGRAM
(ADAP) GRANT AGREEMENTS

GRANT AGREEMENTS

The document entitled Grant Agreement (FAA Form 5100-13) is an instrument consisting of two parts, namely, Part I - Offer, beginning on page one, and Part II - Acceptance, usually beginning on page five. When the instrument reaches the Sponsor, the Offer will have been previously executed by the Chief, Airports Division on behalf of the United States. When Part II - Acceptance has been properly executed by the Sponsor, as described below, said Part II - Acceptance in conjunction with Part I - Offer, will constitute the Grant Agreement between the Sponsor and the United States.

The proper execution of Part II - Acceptance by the Sponsor is accomplished in three steps as follows and in the following sequence:

Step 1. Adoption of a Resolution by the Sponsor's governing body (City Council, County Board, etc.) which directs the Sponsor to accept the Offer and which authorizes and directs the Sponsor's titular head (Mayor, Chairman County Board, etc.) to execute Part II - Acceptance, commonly known as the Acceptance statement; and

Step 2. Actual execution of the Acceptance statement by the person who was authorized and directed to execute said statement by the Sponsor's governing body; and

Step 3. Execution by Sponsor's attorney of the Certificate of Sponsor's Attorney appearing at the bottom of the last page of the instrument.

Following are explanations of the "mechanics" to be followed in accomplishing each of the above three steps.

Step 1. Adoption of Resolution. As stated above, the Resolution must express acceptance of the Offer by the Sponsor and direct the execution of the Acceptance statement. In addition, either (1) the verbatim text of the Grant Offer must be set forth in the body of the Resolution or (2) a verbatim copy of the Grant Offer must be attached to the Resolution and incorporated therein by reference. Following is an example of an acceptable resolution which contains the necessary elements and which involves a fictional sponsor and project. It is realized that local laws or ordinances may dictate the form of Resolution or Ordinance which must be followed in any given case, including a decision as to which of the

alternate sections identified as section 3 should be used. Therefore, the following form of Resolution is offered as a guide only:

EXTRACT FROM THE MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF MARSHALL,
NEVADA HELD ON MAY 15, 1971.

The following Resolution was introduced by Councilman Jones, read in full, considered, and adopted:

Resolution No. 84 of the City of Marshall, Nevada Accepting the Grant Offer of the United States of America through the Federal Aviation Administration in the maximum amount of \$50,000 to be used under the Airport Development Aid Program Project No. 8-32-0011-01 in the development of Marshall Municipal Airport; and

Be it Resolved by the members of the City Council of the City of Marshall, Nevada as follows:

Sec. 1. That the City of Marshall shall accept the Grant Offer of the United States of America in the amount of \$50,000 for the purpose of obtaining Federal Aid under Project No. 8-32-0011-01 in the development of Marshall Municipal Airport; and

Sec. 2. That the Mayor of the City of Marshall is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Part II - Acceptance) on behalf of the City of Marshall, and the City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City of Marshall on the aforesaid statement of Acceptance; and

(Whichever of the following alternative sections is appropriate under applicable local law may be used as section 3)

Sec. 3. That the Grant Offer referred to above is as follows: (Insert the full text of the Offer beginning with the title "Part I - Offer" on Page 1 of the Grant Agreement submitted to the Sponsor, and ending with the signature of the Chief, Airports Division.)

or

Sec. 3. A true copy of the Grant Offer referred to herein is attached hereto and made a part hereof.

Each copy of the Resolution forwarded to the Airports Division should have a certificate of the Sponsor's clerk (City Clerk, County Clerk, etc.) incorporated in the Resolution by typing at the end thereof, or a certificate may be attached to the Resolution. In this certificate, the Clerk certifies that the copy of the Resolution to which the certificate relates, is a true copy of the original Resolution adopted at a certain meeting. The certificate must be impressed with the Sponsor's seal. Following is a form of a certificate which is acceptable:

CERTIFICATE

I, James Madison, City Clerk of the City of Marshall, Nevada do hereby certify that the foregoing (or attached copy) is a full, true, and correct copy of Resolution No. 84 adopted at a regular meeting of the Council of the City of Marshall held on the 15th day of May, 1971, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City of Marshall this 15th day of May, 1971.

(S E A L)

Signed /s/ James Madison
City Clerk

Obviously, the date of signature by the Clerk should be either the Council meeting date or a subsequent date.

Step 2. - Execution of Part II - Acceptance. Ordinarily the name of the Sponsor as, for example, City of Marshall, Nevada, will have been previously inserted in the blank space in Line 1, and on the blank signature line reserved for "Signature of Authorized Officer". The person authorized and directed in the Resolution to execute the Acceptance should (a) sign his name on the blank "By" line, (b) insert his title on the blank "Title" line, and (c) insert the date of execution in the spaces reserved therefor, which date must be the date of adoption of the Resolution or a subsequent date. The Clerk should then (a) sign his name on the blank "Attest" line, (b) insert his title on the blank "Title" line, and (c) impress the seal of the Sponsor at the place marked "SEAL".

Step 3. - Execution of Certificate of Sponsor's Attorney. Execution of this Certificate by Sponsor's Attorney must follow the execution of Part II - Acceptance. Ordinarily, the name of the Sponsor, as, for example, "City of Marshall, Nevada", will have been inserted on all of the blank lines reserved for that purpose prior to receipt of the instrument by the Sponsor. The name of the Sponsor's attorney should be inserted on the first blank line in Line 1. The Sponsor's attorney should sign his name on the blank line at the bottom of the Certificate reserved for that purpose, and his title, such

as, for example, "City Attorney", should be inserted on the blank "Title" line. The date of execution should be inserted in the blank spaces reserved for that purpose. This date shall be either the date of Execution of Part II - Acceptance or a subsequent date.

Ordinarily, the Sponsor will receive the original and five copies of the Grant Offer. When all of the above steps have been accomplished, the Sponsor shall mail the executed original of the Grant Agreement and the appropriate copies to the Airports Division. The Sponsor will keep one executed copy for its files. The Sponsor shall also mail the appropriate copies of the Resolution to the Airports Division.

IMPORTANT - The Offer must be accepted by the Sponsor on or before the date appearing in Paragraph 7, Page 3, of the Offer. If it appears that the Offer cannot be accepted by said date, the Sponsor should write to the Airports Division and ask for an extension of time for acceptance of the Offer and also give complete justification for the delay.

AMENDMENTS TO GRANT AGREEMENTS

In the execution of an Amendment to Grant Agreement, the Sponsor should follow the same procedure as is followed in the execution of an Acceptance to a Grant Offer, which procedure consists of three steps, namely (1) adoption of a Resolution or Ordinance by the Sponsor's governing body, (2) execution of the Amendment by the person who is authorized and directed in said Resolution to execute the Amendment, and (3) execution by the Sponsor's attorney of the Certificate of Sponsor's Attorney which follows the body of the Amendment.

Step 1. - Adoption of the Resolution. The Resolution should include (1) an expression of the Sponsor's intent that it become a party to the agreement for the Amendment, and (2) a statement authorizing and directing an official of the Sponsor to execute the Amendment. In addition, either (1) the text of the Amendment should be set forth verbatim in the body of the Resolution, or (2) a copy of the Amendment should be attached to the Resolution and incorporated therein by reference. Following is a form of Resolution which may be used as a guide and which is acceptable:

EXTRACT FROM THE MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF MARSHALL,
NEVADA HELD ON OCTOBER 15, 1960.

The following Resolution was introduced by Councilman Brown, read in full, considered, and adopted:

Resolution No. 101 of the City of Marshall, Nevada, authorizing and directing the execution of an Amendment to Grant Agreement for the purpose of increasing the maximum obligation of the United States set forth in the Grant Agreement executed by the City of Marshall, Nevada on May 15, 1960.

Be it Resolved by the members of the City Council of the City of Marshall, Nevada as follows:

Sec. 1. That the City of Marshall shall enter into an agreement with the United States called Amendment No. 1 to Grant Agreement for Project No. 8-32-011-01 for the purpose of increasing the maximum obligation of the United States set forth in the Grant Agreement executed by the City of Marshall, Nevada on May 15, 1960, from \$50,000 to \$55,000; and

Sec. 2. That the Mayor of the City of Marshall is hereby authorized and directed to execute said Amendment No. 1 to Grant Agreement on behalf of the City of Marshall, and the City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City of Marshall on said Amendment No. 1 to Grant Agreement at the place marked "(SEAL)"; and

(Whichever of the following alternative sections is appropriate under applicable local law may be used as Section 3)

Sec. 3. That the Amendment to Grant Agreement referred to above is as follows: (Insert the full text of the Amendment)

or

Sec. 3. A true copy of the Amendment to Grant Agreement referred to herein is attached hereto and made a part hereof.

The execution of Amendment to Grant Agreement and the execution of Certificate of Sponsor's Attorney should be completed in the same manner prescribed for a Grant Agreement.

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part 1-Offer

Date of Offer May 13, 1975

Boeing Field/King County International Airport

Project No. 8-53-0058-05

Contract No. DOT-FA75NW-0571

TO: The County of King, 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 April 2, 1975, for a grant of Federal funds for a project for development of the Boeing Field/King County 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:

Construct airport Crash/Fire/Rescue equipment building.

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, 77.31 per centum of 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 \$ 119,100.00.
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 June 20, 1975, 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.

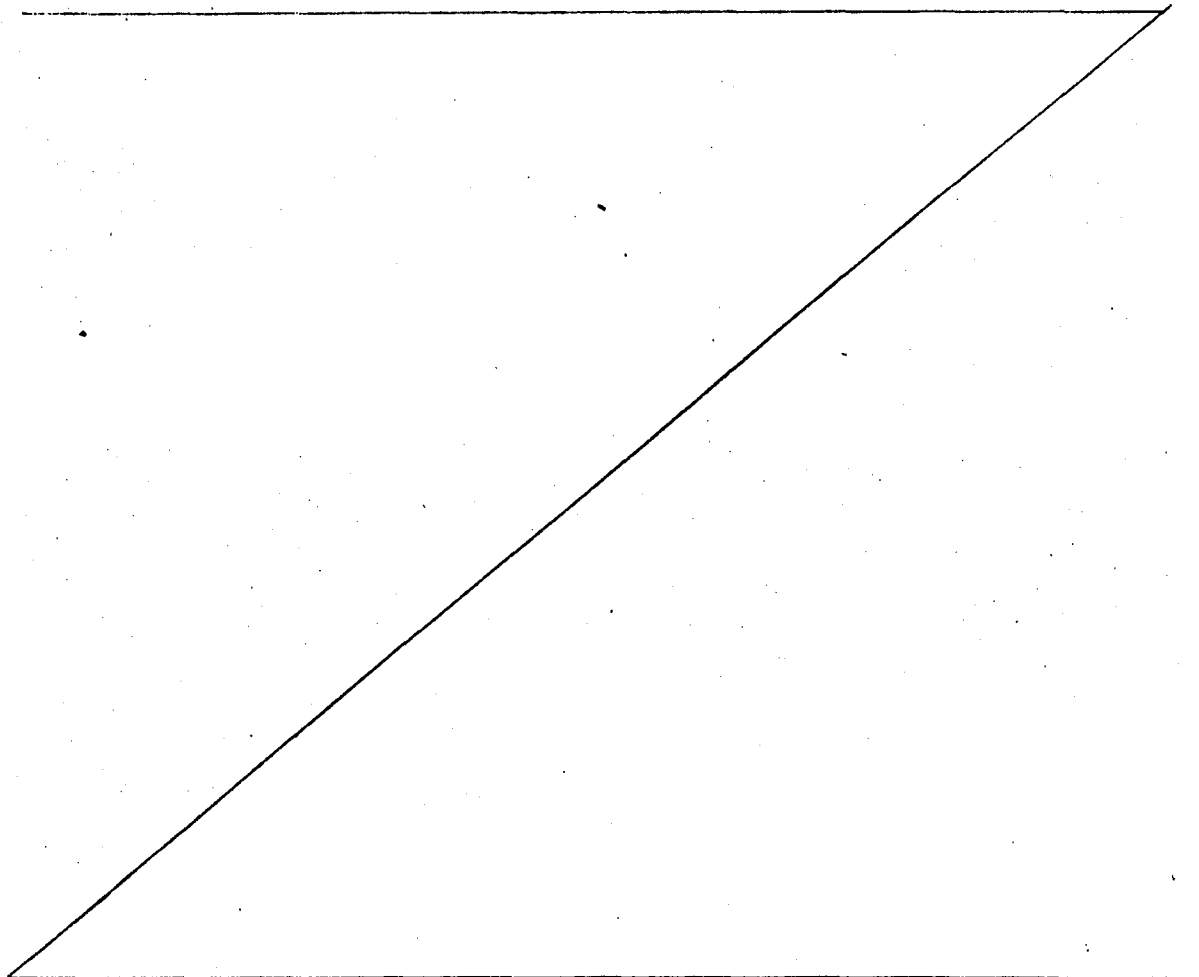
The sponsor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity 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 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 Central Contractors Assistance Center, 2112 So. Holgate, Seattle, Washington 98144, or its place of business as may be designated, and will disclose and make information about the contracts, contracting procedures and requirements available to Central Contractors Assistance Center 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 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 STANDARD DOT TITLE VI ASSURANCES executed by Sponsor April 2, 1975, 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 27 of Part V of the APPLICATION FOR FEDERAL ASSISTANCE dated April 2, 1975, 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.
13. It is agreed that the parking accommodations now being provided by the Sponsor for FAA official and employee vehicles at the airport are adequate and that no action will be taken to alter this relationship, or to curtail or enlarge the demand for parking facilities, without the written consent of the parties.



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 County of King, 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, 19.75..

The County of King, Washington
(Name of Sponsor)

By

Title

(SEAL)

Attest:

Title:

CERTIFICATE OF SPONSOR'S ATTORNEY

I,, acting as Attorney for .. the County of King,
(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 this..... day of, 1975..

.....
Title