

MOTION NO. 1477

1
2
3 A Motion Authorizing and Directing the County
4 Executive to Accept the Grant Offer of the
5 United States of America Through the Federal
6 Aviation Administration in the Maximum Amount
7 of \$163,490.00, to be used under the Airport
8 Development Aid Program Project No. 8-53-0058-03
9 in the Development of Boeing Field International
10 -- King County Airport, Seattle, Washington,
11 County File No. PW-329.

12 WHEREAS, The United States Department of Transportation,
13 Federal Aviation Administration, is empowered to make grant awards
14 for the construction and improvement of public airports, and

15 WHEREAS, Boeing Field International is in need of a heavy-
16 equipment crossing taxiway, in order to accomodate increasingly
17 heavy aircraft operations, and

18 WHEREAS, King County recognizes its obligation to provide
19 approximately \$27,159 in in-kind, and \$7,000 cash matching
20 contributions for support of this project,

21 NOW, THEREFORE, BE IT RESOLVED By the Council of King
22 County:

23 1. King County shall accept the grant offer of the
24 United States of America in the amount of \$163,490.00 for the
25 purpose of obtaining Federal aid under Project No. 8-53-0058-03
26 in the development of Boeing Field International -- King County
27 Airport, and

28 2. The County Executive is hereby authorized and directed
29 to sign the acceptance of said grant offer (entitled Part II --
30 Acceptance) on behalf of King County, and the Director of Records
31 and Elections is hereby authorized and directed to attest the
32 signature of the County Executive and to impress the official seal
33 of King County on the aforesaid Statement of Acceptance, and

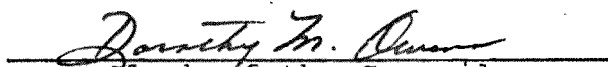
1 3. A true copy of the grant offer referred to herein is
2 attached hereto and made a part hereof.

3 PASSED This 11th day of March, 1974.

4 KING COUNTY COUNCIL
5 KING COUNTY, WASHINGTON

6 
7 CHAIRMAN

8 ATTEST:

9 
10 Clerk of the Council

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part 1-Offer

Date of Offer January 29, 1974

Boeing Field International-King County Airport

Project No. 8-53-0058-03

Contract No. DOT-FA74NW-0299

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 November 20, 1973, for a grant of Federal funds for a project for development of the Boeing Field International-King County 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 taxiway including lighting, marking, drainage and shoulder stabilization (approx. 90' x 300'); construct fillets and mark taxiway B-2; reconstruct and widen taxiway A-4 including shoulder stabilization and marking (approx. 90' x 225'),

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, 77.30 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 \$ 163,490.00
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 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 March 15, 1974 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 Office of Minority Business Enterprise, 450 Golden Gate Avenue, San Francisco, California 94102, or its place of business as may be designated, 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 sub-paragraph (a)(1)(x) of Appendix C to Part 21, 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 Title VI Nondiscrimination Assurance submitted by the sponsor and accompanying the Project Application dated November 20, 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 November 20, 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 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 between the parties hereto that the relationship now existing with respect to FAA official and employee parking will continue and that no action will be taken to alter this relationship, or to curtail or enlarge the demand for the parking facilities described and outlined in Contract Nos. FA-65WE-3019, FA-WE1728, and WE-3205 without the written consent and concurrence of the parties hereto, or their designated representative.
 14. It is understood and agreed by and between the parties hereto that Federal participation in that portion of the development described on page 1 hereof, relating to airport lighting, is predicated upon the sponsor's operating plan concerning the use and operation of such airport lighting dated December 3, 1973, which plan is incorporated herein and made a part hereof.
 15. The parties hereto agree that the United States shall not make nor be obligated to make any payment 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, until the sponsor has removed that portion of the trees, located about 6,900' north of the Runway 13R threshold, which penetrates a 34:1 approach slope beginning 200' north of the Runway 13R threshold.
-
-

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 Hans J. Sperber
(TITLE)
Hans J. Sperber, Acting Chief
Airports Division, AHW-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.....

...The County of King, Washington....
(Name of Sponsor)

(SEAL) By
Title

Attest:
Title:.....

CERTIFICATE OF SPONSOR'S ATTORNEY

I,, acting as Attorney for The County of King, 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 atthis..... day of, 19....
.....
Title