

Aviation Planning Grant Agreement

<p>Washington State Department of Transportation - Aviation Division PO Box 47312 Olympia, WA 98501-7264</p> <p>WSDOT Contact: Garth Cumberbatch 564-250-1812</p>	<p>RECIPIENT: Snohomish County 3000 Rockefeller Ave MS 605 Everett, WA, 98201 SWV#: SWV0002794 18</p> <p>Contact Person: Nathan Howard (425) 388-3456</p>
<p>Grant Agreement Number: GCC 1319</p>	<p>Project Title: Paine Field Airport Expansion Traffic Study</p>
<p>Grant Amount: \$500,000.00</p>	<p>Project Location: Snohomish County</p>
<p>Term of Agreement: From 7/01/2025 to 6/30/2027</p>	<p>Scope of Project: As set forth in EXHIBIT A, SCOPE OF WORK, PROJECT SCHEDULE & BUDGET</p>

This GRANT AGREEMENT, hereinafter referred to as AGREEMENT, is between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "STATE", and the Snohomish County, hereinafter referred to as the "RECIPIENT," collectively referred to as the "PARTIES" and individually the "PARTY."

WHEREAS, pursuant to Engrossed Substitute House Bill 5161, Chapter 416, Laws of 2025, § 213, paragraph (2), which amends the 2025-2027 Transportation Budget and appropriates grant funds solely to the RECIPIENT for the purpose of conducting an airport expansion traffic study;

WHEREAS, pursuant to RCW 47.68.090, WSDOT Aviation Division is authorized to develop and administer a grant program to any municipality, tribe, or private person(s) acting in the planning of an airport owned or controlled by the aforementioned entities, and held available for the general use of the public; and

WHEREAS, the RECIPIENT is the local entity for administering the PROJECT monies.

NOW, THEREFORE, in consideration of the terms, conditions, performances and mutual covenants herein set forth, and the attached Exhibit A, "Scope of Work, Project Schedule, and Budget", and Exhibit B, "Airport Aid Program Grant Assurances" which are incorporated and made a part hereof, and the benefits to accrue to the State of Washington and the public from the accomplishment of the project and the operation and maintenance of the airport as herein provided, the State hereby agrees to grant monies for allowable costs incurred in accomplishing the PROJECT.

The grant terms and conditions of this grant agreement are as follows:

Section 1 Definitions

- A. "Authorized Representative" is the local entity with the authority to enter into this AGREEMENT and be responsible for administering the PROJECT monies.
- B. "Contractor" refers to all contractors and subcontractors who perform work described in EXHIBIT A, SCOPE OF WORK, PROJECT SCHEDULE & BUDGET at any tier.

- C. "Grant Performance Period" is the useful life of the PROJECT, not to exceed twenty (20) years from the Project End Date.
- D. "PROJECT" means the project described in the Scope of Work defined in EXHIBIT A, SCOPE OF WORK, PROJECT SCHEDULE & BUDGET, and all other work to be performed by the RECIPIENT using the monies granted under this Agreement.
- E. "Project End Date" is the calendar date the PROJECT construction or acquisition is completed and ready for use.
- F. "PROJECT SCHEDULE" is the anticipated time to complete the PROJECT, including major milestones for preliminary engineering, right of way/acquisition, and construction activities, as appropriate for the Scope of Work.
- G. "RECIPIENT" is the local entity or private party responsible for performing the PROJECT and administering the PROJECT monies, also known as the Airport Sponsor.
- H. "WSDOT" is the Washington State Department of Transportation.

Section 2 Scope of Work

The general Scope of Work is defined in the table at the beginning of this Agreement under the field "Scope of Project," which describes a PROJECT that the STATE has determined will improve the STATE's aviation transportation system and benefit the STATE and local economy. Complete details are included in EXHIBIT A, SCOPE OF WORK, PROJECT SCHEDULE, & BUDGET, which is attached hereto and by this reference made a part of this AGREEMENT.

Section 3 Term of Agreement

This AGREEMENT shall become effective upon the date listed in the table at the beginning of this Agreement under the field titled, "Term of Agreement". The AGREEMENT shall continue in full force and effect for the useful life of the facilities developed but, in any event, is not to exceed twenty (20) years from the Project End Date.

Section 4 Eligible Project Costs

The STATE agrees to grant the RECIPIENT monies to accomplish the PROJECT detailed in EXHIBIT A, including all milestones described in the proposed PROJECT SCHEDULE, for each item of work to be performed. The PROJECT SCHEDULE shall be arranged in such a manner as to form a basis for comparison with progress billings for work performed. In the event of a change in the method or time for performance of any work, the RECIPIENT shall update the PROJECT SCHEDULE, subject to STATE approval, to reflect the changed circumstances.

Subject to the stipulations set forth in Section 2, Scope of Work, the STATE agrees to grant the RECIPIENT up to a maximum amount listed in the table at the beginning of this AGREEMENT, in the field titled "Grant Amount", for the actual direct costs expensed by the RECIPIENT in the course of completing the tasks described in the Scope of Work under this AGREEMENT.

Any costs expensed by the RECIPIENT prior to the date listed in the table at the beginning of this AGREEMENT, in the field titled "Term of Agreement", regardless of execution date of this AGREEMENT, will be borne by the RECIPIENT and will not be eligible for reimbursement from the STATE.

The grant monies are intended to pay for planning-related expenses. The expenses must be necessary to complete the Project, reasonable in the amount, and within the approved SCOPE OF WORK.

Ineligible Costs include, but are not limited to: Internal administrative activities, internal project management, fundraising activities, computers or office equipment, rolling stock (such as vehicles), lease payments (including long-term), moving of equipment, furniture, etc., between facilities, and salary and benefits for the employees of the RECIPIENT except to the extent employees of the RECIPIENT are performing tasks reasonably necessary to complete the Project and within the approved SCOPE OF WORK.

If the STATE, at its sole discretion, determines that the PROJECT is not progressing in a satisfactory manner, the STATE may refuse to grant STATE monies for reimbursement to the RECIPIENT for parts or all of the work performed to date.

Section 5 Payments

The STATE shall grant monies for eligible PROJECT costs expensed and paid related to work performed during the invoice period. The RECIPIENT may submit invoices at any time, but not more frequently than once per calendar month. The STATE will reimburse the RECIPIENT for properly billed and supported amounts within thirty (30) calendar days of receipt of a progress billing.

The RECIPIENT will be reimbursed on a grant basis for actual net PROJECT costs for allowable expenses incurred in completing the PROJECT described in "EXHIBIT A, SCOPE OF WORK, PROJECT SCHEDULE & BUDGET" less any pre-payment discounts, rebates, late penalties and /or refunds. When requesting reimbursement for costs incurred, the RECIPIENT shall submit a signed and completed Invoice Voucher (DOT Form 134-139 EF) supplied by the STATE, identifying the PROJECT activity performed and supported by appropriate invoices, receipts, reports and financial summaries. Reimbursement for overhead costs will not be allowed unless specified in this AGREEMENT. Payment by the STATE shall not relieve the RECIPIENT of any obligation to make good any defective work or material upon or after PROJECT completion.

At the time the final PROJECT invoice is submitted, the RECIPIENT shall provide the STATE with a written statement confirming the RECIPIENT has completed the PROJECT and is in compliance with the terms of the AGREEMENT.

Per chapter 43.88 RCW, any invoices for work performed during a given fiscal year (beginning July 1 and ending on June 30 of the following year) must be submitted to the STATE no later than July 10th (or the soonest business day after July 10th) of the calendar year in which the fiscal year ends. If the RECIPIENT is unable to provide an invoice for such work by this date, an estimate of all remaining payable costs owed by the STATE for work performed by the RECIPIENT prior to July 1 must be submitted to the STATE no later than July 19th of the same year in order for the STATE to accrue the amount necessary for payment. The RECIPIENT will thereafter submit any remaining invoices to the STATE for such work as soon as possible. Failure to comply with these requirements may result in delayed payment. The STATE shall not be required to pay to the RECIPIENT late payment fees, interest, or incidental costs expensed by the RECIPIENT or any other costs related to a delayed payment if the RECIPIENT fails to comply with the invoice requirements of this Section.

Reimbursement for travel, subsistence, and lodging expenses will not be eligible under this AGREEMENT unless specifically pre-approved in writing by the STATE. If pre-approved, the RECIPIENT shall comply with the rules and regulations regarding travel costs in accordance with the Washington State Administration and Accounting Manual (SAAM), Chapter 10.90 "Travel Rates" and revisions thereto, accessible online at: <https://ofm.wa.gov/sites/default/files/public/legacy/policy/10.90.pdf> and by this reference incorporated herein. If online access is not available, contact the Washington State Department of Transportation headquarters office in Olympia to obtain copies of the "Travel Rates" and any updates.

It is agreed that any money granted by the STATE, pursuant to any RECIPIENT payment request, will not constitute agreement as to the appropriateness of any item, and that required adjustments, if any, will be made at the time of STATE's final payment. In the event that the STATE and/or its representatives conducts an audit, and that audit indicates an overpayment of monies granted against costs expensed by the RECIPIENT, the

RECIPIENT agrees to pay the overpayment to the STATE within thirty (30) calendar days after being billed therefor.

Section 6 Labor Provisions

Prevailing Wage Law. The RECIPIENT certifies that all contractors and subcontractors performing work on the Project shall comply with all state and federal prevailing wage requirements, including but not limited to Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this AGREEMENT, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The RECIPIENT shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the STATE’s review upon request.

Overtime Requirements. No contractor or subcontractor contracting for any part of the PROJECT work which may require or involve employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. Contractors will comply with Title 49 RCW, Labor Regulations.

Prohibition against Payment of Bonus or Commission. The monies provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such monies or any other approval or concurrence under this AGREEMENT, provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

Section 7 Recapture of Granted Monies

At the STATE’s sole option, the RECIPIENT shall immediately repay the full amount of any grants paid to the RECIPIENT up to that date, if any of the following events occur:

1. Failure to complete the PROJECT tasks specified in EXHIBIT A;
2. Sale, conveyance or transfer of the RECIPIENT property underlying the PROJECT airport improvements within the grant performance period;
3. Any sale, conveyance, transfer, or removal of all or any of the PROJECT capital improvements or equipment purchased with the monies granted under this AGREEMENT within the grant performance period;
4. Any transfer, conveyance, or sale of all or any of the PROJECT capital improvements or equipment purchased with monies granted under this AGREEMENT to any person or entity, public or private, that at any time subsequent to that transfer, conveyance, or sale removes the PROJECT airport improvements or equipment purchased with granted monies from this AGREEMENT, or significant portions thereof, from operation within the grant performance period; and
5. Any abandonment or other liquidation by the RECIPIENT or its successor of the PROJECT capital improvements or equipment purchased with monies granted under this AGREEMENT for any reason whatsoever within the grant performance period.

Any payment by the RECIPIENT to the STATE pursuant to this Section shall be payable in U.S. Dollars (USD) and shall be sent via certified mail to the STATE contact person identified in the Notices Section of this AGREEMENT not more than thirty (30) calendar days from receipt of written notice from the STATE that repayment is required.

Section 8 Accounting Records

Project Accounts. The RECIPIENT agrees to establish and maintain for the Project either a separate set of accounts or separate accounts, within the framework of an established accounting system that can be identified with the Project. The RECIPIENT agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to the STATE upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

Documentation of Project Costs and Program Income. The RECIPIENT agrees to support all allowable costs charged to the Project, including any approved services contributed by the RECIPIENT or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The RECIPIENT also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 9 Maintenance of Records and Audit Requirements

During the progress of the work, and for a period of not less than six (6) years from the date this AGREEMENT is terminated under Sections 3, 11, or 12, records and accounts of the RECIPIENT are to be kept available for inspection and audit by representatives of the STATE.

Copies of the records shall be furnished to the STATE upon request and shall be maintained in accordance with accepted job cost accounting procedures as established in 48 CFR § 31. All costs must be supported by actual invoices and canceled checks. The RECIPIENT agrees to comply with the audit requirements contained herein, and to impose the same requirement on any consultant, contractor, or subcontractor who may perform work funded by this AGREEMENT.

The records to be maintained by the RECIPIENT shall include, but are not limited to, the following:

- a) Records that identify the sources and applications of monies for this AGREEMENT and contain information pertaining to outlays;
- b) Supporting source documents;
- c) All documentation underlying the preparation of the financial reports;
- d) Any other records which are required following notification of an amendment to State of Washington or federal regulations which takes effect during the period in which costs are allowable; and
- e) Any other records necessary to disclose fully the amount and disposition of the monies granted to the RECIPIENT under this AGREEMENT and charged to the PROJECT, supported by documents evidencing in detail the nature and propriety of the charges, the total cost of each undertaking for which the assistance was granted or used, the amount of the costs of the undertaking supplied by other sources, and other books, records, and documents needed for a full and complete verification of the RECIPIENT's responsibilities and all payments and charges under this AGREEMENT. In the event that any litigation, claim or audit is initiated prior to the expiration of said six-year period, the records shall be retained until such litigation, claim, or audit involving the records is complete.

Section 10 Representations, Warranties, and Covenants

The following representations and warranties by the PARTIES hereto shall be considered conditions precedent to the effectiveness of this AGREEMENT.

The RECIPIENT represents and warrants the following:

- a) That the monies the RECIPIENT will derive through this AGREEMENT will be used solely for the

- PROJECT as defined in this AGREEMENT;
- b) That it has the full power and authority to enter into this AGREEMENT, and to carry out the obligations, which it has hereby undertaken;
 - c) That all public, corporate and other proceedings required to be taken by or on the part of the RECIPIENT to authorize its entrance into this AGREEMENT, have been or will be duly taken;
 - d) That execution of this AGREEMENT and the performance of the planning hereunder will not violate any statute, rule, regulation, order, writ, injunction or decree of any Court, administrative agency or government body;
 - e) It is the intent of the STATE to reimburse the RECIPIENT for its actual PROJECT costs up to the maximum grant amount. It is understood that if unforeseen circumstances cause the PROJECT cost to exceed the PROJECT estimate, the RECIPIENT shall complete the PROJECT and assume the entire cost overrun;
 - f) That the RECIPIENT has not employed or retained any company or person to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the STATE shall have the right to terminate this AGREEMENT without liability;
 - g) That the RECIPIENT shall not engage on a full, part-time, or other basis, during the period of the AGREEMENT, any professional or technical personnel, to work on this AGREEMENT, who are, or have been, at any time during the period of the AGREEMENT, in the employ of the STATE without the prior written consent of the employer of such person; and
 - h) That the RECIPIENT shall not extend any grant, gratuity, or gift of money in any form whatsoever to any employee, agent, or officer of the STATE, nor will the RECIPIENT rent or purchase any equipment or materials from any employee or officer of the STATE.

Section 11 Termination for Fault

Should either the STATE or the RECIPIENT substantially fail to perform their obligations under this AGREEMENT, and continue in such default for a period of sixty (60) calendar days, the PARTY not in default shall have the right at its option, after first giving thirty (30) calendar days written notice thereof by certified mail to the PARTY in default, and notwithstanding any waiver by the PARTY giving notice of any breach thereof, to terminate this AGREEMENT. The termination of this AGREEMENT shall not impair any other rights of the terminating PARTY under this AGREEMENT or any rights of action against the defaulting PARTY for the recovery of damages. For purposes of this provision, a substantial failure to perform on the part of the RECIPIENT shall be deemed to include, but shall not be limited to, any action of the RECIPIENT that jeopardizes its ability to perform pursuant to this AGREEMENT.

Section 12 Termination for Convenience

The STATE may terminate this AGREEMENT in whole, or in part, upon thirty (30) calendar days' written notice whenever:

- a) The requisite grant funding becomes unavailable through failure of appropriation or otherwise; and/or
- b) The STATE determines that such termination is in the best interests of the STATE.

If the STATE exercises its rights under this Section, then the STATE shall reimburse the RECIPIENT for any expenses and costs eligible hereunder that were actually incurred prior to receipt of such notice of termination.

Section 13 Agreement Modifications

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written

amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Any amendment that authorizes the RECIPIENT to receive additional grant monies under this AGREEMENT must be mutually agreed upon and fully executed in writing prior to the RECIPIENT incurring additional costs.

Section 14 Assignment and Succession

Neither the STATE nor the RECIPIENT may assign or in any manner transfer either in whole or in part this AGREEMENT or any right or privilege granted to it hereunder, nor permit any person or persons, company or companies to share in any such rights or privileges without the prior written consent of the other PARTY hereto, except as otherwise herein provided. Nothing in this AGREEMENT shall be construed to permit any third party or any other person, corporation, or association, directly or indirectly, to possess any right or privilege herein.

Section 15 Force Majeure

It is further understood and agreed that neither the RECIPIENT nor the STATE, as the applicable case may be, shall be required to keep this AGREEMENT in effect during any period(s) it is prevented from doing so by governmental action, war, strikes, riots, terrorism, or civil commotion, or if the airport facilities or any portion thereof is made unserviceable by Acts of God including, but not limited to, floods, high water, or other damage by the elements.

Section 16 Notices

Any notice, request, consent, demand, report, statement or submission which is required or permitted to be given pursuant to this AGREEMENT shall be in writing and shall be delivered personally to the respective PARTY set forth below, or if mailed, sent by certified United States mail, postage prepaid and return receipt required, to the respective PARTIES at the addresses set forth below, or to such other addresses as the PARTIES may from time to time advise by written notice to the other PARTY. The date of personal delivery or of execution of the return receipt in the case of delivery by certified U.S. mail, of any such notice, demand, request, or submission shall be presumed to be the date of delivery.

NOTICES IN THE CASE OF THE RECIPIENT:

Douglas McComick, P.E., Deputy
Director/ County Engineer
Snohomish County
3000 Rockefeller Ave, M/S 607
Everett, WA 98201

Should the above Registered Agent become unavailable, the RECIPIENT consents to allowing the legal notices to be sent to the Secretary of State of the State of Washington.

NOTICES IN THE CASE OF THE STATE:

Ann Richart, Director,
WSDOT Aviation Division
310 Maple Park Ave SE
Olympia, WA 98504
Email: ann.richart@wsdot.wa.gov.wa

Section 17 Interpretation

This AGREEMENT shall be construed liberally so as to secure to each PARTY hereto all of the rights, privileges, and benefits herein provided or manifestly intended. This AGREEMENT, and each and every provision hereof, is for the exclusive benefit of the PARTIES hereto and not for the benefit of any third party.

Nothing herein contained shall be taken as creating or increasing any right of a third party to recover by way of damages or otherwise against the PARTIES hereto.

If any covenant or provision, or part thereof, of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, which in itself is valid, if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other provisions except as herein allowed.

All remedies provided in the AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively therewith.

Any forbearance of the PARTIES in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of that or any other right or remedy hereunder.

Each PARTY hereby agrees to immediately notify the other PARTY of any change in conditions or any other event which may significantly affect the TERM of this AGREEMENT or the PARTY's ability to perform the PROJECT in accordance with the provisions of this AGREEMENT.

Section 18 Subcontracting

It is understood that the RECIPIENT may choose to subcontract all or portions of the work. The RECIPIENT must obtain the STATE's advanced written approval of all subcontractors it shall employ on the PROJECT.

No contract between the RECIPIENT and its contractors and/or their subcontractors, and/or material suppliers shall create any obligation or liability of the STATE with regard to this AGREEMENT without the STATE's specific written consent to such obligation or liability notwithstanding any concurrence with, or approval of, the award, solicitation, execution, or performance of any contract or subcontract. The RECIPIENT hereby agrees to include the provisions of this AGREEMENT in all contracts entered into by the RECIPIENT for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 19 Laws to be Observed

General Compliance. The RECIPIENT shall comply with all applicable State, federal, and local laws, rules, regulations, and orders pertaining to the PROJECT, including but not limited to EXHIBIT B, AIRPORT AID PROGRAM GRANT ASSURANCES, which is attached hereto and by this reference made a part of this AGREEMENT. If any action or inaction by the RECIPIENT results in a fine, penalty, cost, or charge being imposed or assessed on or against the RECIPIENT and/or the STATE, the RECIPIENT shall assume and bear any such fine, penalty, cost, or charges. In the event the STATE, for any reason, is required to pay the same, the RECIPIENT, upon demand, shall promptly reimburse, indemnify, and hold harmless the STATE for or on account of such fine, penalty, cost or charge and shall also pay all expenses and attorney's fees incurred in defending any action that may be brought against the STATE on account thereof. The RECIPIENT shall, in the event of any such action and upon notice thereof from the STATE, defend any such action(s) free of cost, charge and expense to the STATE.

Permits and Compliance with land use and environmental laws. The RECIPIENT shall be responsible for obtaining all necessary permits from federal, state, and local agencies of government and compliance with land use and environmental regulations pertaining to the performance of work under this AGREEMENT.

Compliance with Labor Laws. During the term of the AGREEMENT, the RECIPIENT and its contractors, subcontractors, and lessees shall comply with all applicable STATE and FEDERAL workmen's compensation, employer's liability and safety and other similar laws applicable to the RECIPIENT, including but not limited to the Washington Industrial Safety and Health Act, RCW 49.17, the Industrial Insurance Act, RCW Title 51, and the Occupational Safety and Health Act of 1970, 29 U.S.C. ch. 15.

Equal Employment Opportunity. In connection with the execution of this AGREEMENT, the RECIPIENT or its Contractor shall not discriminate against any employee or applicant for employment because of race, creed, marital status, age, color, sex or national origin, or disability, except for a bona fide occupational qualification. The RECIPIENT agrees to comply with all applicable state and federal laws against discrimination, including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, the Washington Law Against Discrimination, RCW 49.60, and for recipients of FAA funds authorized by 49 U.S.C. 47101, 49 C.F.R. Part 26.

Section 20 Ethics

Relationships with Employees and Officers of WSDOT. The RECIPIENT, and any contractor or subcontractor on the PROJECT, shall not extend any grant, gratuity, gift, compensation, or reward in any form whatsoever to any employee or officer of the STATE, nor shall the RECIPIENT or any contractors or subcontractors on the PROJECT participate in any kind of business transaction with any employee or officer of the STATE, including but not limited to renting or purchasing any Project equipment and materials from any employee or officer of the STATE.

Employment of Former WSDOT Employees. The RECIPIENT, and any contractor or subcontractor on the PROJECT, hereby warrants that it shall not engage on a full, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the STATE, without the prior written consent of the person's employing agency.

Section 21 Independent Contractor

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, lessees and the employees thereof, shall not in any manner be deemed the employees or agents of the STATE.

Section 22 Safety and Liabilities

Safety. The RECIPIENT shall do all things necessary and proper for the safe operation of the PROJECT and shall comply with all regulations prescribed by law or any public authority with respect thereto for the safety of the public or otherwise.

Personal Liability of Public Officers. No officer or employee of the STATE or RECIPIENT shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, to the extent they are acting in the scope of their employment or role as an agent of the STATE or RECIPIENT.

Responsibility for Damage. The STATE, Transportation Commission, Secretary of Transportation, CARB members and all officers and employees of the STATE, including, but not limited to, those of the Department of Transportation, shall not be responsible in any manner for: any loss or damage to the work or any part thereof; for any loss of material or damage to any of the materials or other things used or employed in the performance of the work; for any injury to or death of any persons, either workers or the public, or for damage to the public for any cause due to the intentional acts or negligence of the RECIPIENT or its workers, or anyone employed by it.

Indemnification. The RECIPIENT shall indemnify and hold the STATE and all its officers and employees harmless from, and shall process and defend at its own expense, all claims, demands, or suits at law or equity arising out of this AGREEMENT caused by the performance or failure to perform by the RECIPIENT, its agents, employees and/or its subcontractors of any and all duties prescribed by, or incidental to its performance under,

this AGREEMENT; provided that nothing herein shall require the RECIPIENT to indemnify or hold the STATE harmless against claims, demands, or suits based solely upon the negligent conduct of the STATE, its officers or employees; and provided further that if the claims, demands or suit are caused by or result from the concurrent negligence of (a) the RECIPIENT's agents or employees and (b) the STATE's agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision with respect to claims or suits based upon such negligence shall be valid and enforceable only to the extent of the RECIPIENT's negligence or the negligence of the RECIPIENT's agents or employees. This indemnification and waiver shall survive the termination of this AGREEMENT for all claims, demands, or suits at law or equity arising out of this Agreement during its term.

The RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing work for the PROJECT. For this purpose, the RECIPIENT, by mutual negotiation, hereby waives with respect to the STATE only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance Act, Title 51 RCW.

Section 23 No Waiver of State's Rights

The STATE shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore from showing the true amount and character of the work performed and materials furnished, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the AGREEMENT. Neither the granting of an extension of time, nor acceptance of and/or payment for, the whole or any part of the work by the STATE shall bar the STATE from seeking recovery of damages or any money wrongfully or erroneously paid to the RECIPIENT. A waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

Section 24 Disputes Resolution

In the event that a dispute arises under this AGREEMENT which cannot be resolved between the PARTIES, either PARTY may request a dispute hearing with the Aviation Director, who may designate a neutral person to decide the dispute. The request for a dispute hearing must:

- 1) Be in writing;
- 2) State the disputed issues;
- 3) State the relative positions of the PARTIES;
- 4) State the RECIPIENT's name, address, and AGREEMENT number; and
- 5) Be mailed to the Aviation Director and the other PARTY's (respondent's) AGREEMENT representative within five (5) working days after the PARTIES agree they cannot resolve the dispute. The respondent shall send a written answer to the requestor's statement to both the Aviation Director or designee and the requestor within five (5) working days of receiving the statement.

The Aviation Director or designee shall review the written statements and reply in writing to both PARTIES within ten (10) working days of receiving the respondent's statement. The Aviation Director or designee may extend this period if necessary by notifying the PARTIES.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding between the PARTIES, except as required by law or court order. Both PARTIES agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this AGREEMENT shall be construed to limit the PARTIES' choice of a mutually acceptable alternative dispute resolution method in addition to the dispute hearing procedure outlined above.

**Section 25
Venue**

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Thurston County. The PARTIES also agree that each PARTY shall be responsible for its own attorney's fees and other legal costs, except as required by law.

**Section 26
Complete Agreement**

This document and referenced attachments contain all of the covenants, stipulations and provisions agreed upon by the PARTIES. No agents, or representative of either PARTY has authority to make, and the PARTIES shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the PARTIES as an amendment to this AGREEMENT prior to beginning or continuing any work to be covered by the amendment.

**Section 27
Execution of Acceptance**

The PARTIES adopt all statements, representations, warranties, covenants, and EXHIBITS to this AGREEMENT.

**Section 28
Counterparts**

This AGREEMENT may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

STATE OF WASHINGTON Department of Transportation

By: _____ Date: _____
Ann Richart, Director WSDOT
Aviation Division

Printed Name:

By: _____ Date: _____
Authorized Representative
Title: _____
Print Name: _____
Print Title: _____

Approved as to Form on behalf of WSDOT:

By: _____ Date: _____
Lauren Jaech
Assistant Attorney General
State of Washington

Any modification, change or revision to this AGREEMENT requires the further approval as to form by the Office of the Attorney General.

EXHIBIT A
SCOPE OF WORK,
PROJECT SCHEDULE &
BUDGET

Project Title: Snohomish County Commercial Passenger Demand Feasibility Study.

Project Description: The scope of work is for a traffic study to evaluate transportation infrastructure needs resulting from the expansion of Paine Field Airport. The number of annual passengers is anticipated to grow 678% by 2040. The study will analyze current and future traffic patterns through trip generation and distribution, assess multimodal connectivity with regional transit systems (e.g., Sound Transit’s Everett Link Extension), and evaluate safety concerns. Both on-airport and off-airport infrastructure needs will be considered.

Planning	\$ 500,000.00
Land Acquisition & ROW	\$ 0
Construction	\$ 0
Project Total	\$ 500,000.00

PROJECT SCHEDULE

ITEM	DATE
1. Data Collection and Review	Jan 2026
2. Multi-jurisdictional Coordination	Jan 2026
3. Traffic Study	April 2026
4. Multimodal Access Analysis	April 2026
5. Safety Analysis	April 2026
6. Project Identification and Prioritization	August 2026
7. Reporting and Deliverables	October 2026

EXHIBIT B: AIRPORT AID PROGRAM GRANT ASSURANCES

The following Airport Aid Program Grant Assurances are incorporated herewith and form a part of the sponsor's application for funding under the Airport Aid Grant Program.

Signature of Applicant's Authorized Representative: _____

Title of Representative: _____

Date: _____

Chapter 468-260 WAC

Last Update: 3/14/13

AIRPORT AID PROGRAM GRANT ASSURANCES

WAC Sections

[468-260-010](#) General.

[468-260-020](#) Duration and applicability.

[468-260-030](#) Sponsor certification.

468-260-010

General.

(1) Airport sponsors shall comply with these assurances pursuant to and for the purpose of carrying out the provisions of the state of Washington airport aid program grant agreements.

(2) Airport sponsors will submit these assurances as part of the project application requesting funds under the provisions of RCW [47.68.090](#). As used herein, the term "public agency sponsor" means any municipality or municipalities acting jointly or any Indian tribe recognized by the federal government or such tribes acting jointly in the planning, acquisition, construction, improvement, maintenance, or operation of an airport, owned or controlled, or to be owned or controlled by such municipality or municipalities or Indian tribe or tribes, to be held available for the general use of the public; the term "private sponsor" means any person or persons acting jointly in the planning, acquisition, construction, improvement, maintenance, or operation of an airport, owned or controlled, or to be owned or controlled by such person or persons, to be held available for the general use of the public; and the term "sponsor" includes both public agency sponsors and private sponsors.

(3) Upon a sponsor's acceptance of a grant offer by the department, these assurances are incorporated in and become part of the grant agreement.

[Statutory Authority: RCW [47.68.090](#). 13-07-037, § 468-260-010, filed 3/14/13, effective 4/14/13.]

468-260-020

Duration and applicability.

(1) **Washington airport aid program projects undertaken by a sponsor.** The terms, conditions, and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport project, not to exceed twenty years from the date of acceptance of a grant offer of state funds for the project. However, there shall be no limit on the duration of the assurances regarding exclusive rights and airport revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with state funds.

(2) **Airport planning undertaken by a sponsor.** Unless otherwise specified in this grant agreement, only Assurances C:1, 2, 3, 4, 6, 7, 8, 13, 20, 33, 34, and 35 apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

[Statutory Authority: RCW [47.68.090](#). 13-07-037, § 468-260-020, filed 3/14/13, effective 4/14/13.]

468-260-030

Sponsor certification.

The sponsor certifies, with respect to this grant that:

(1) **General state requirements.** It will comply with all applicable Washington state laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of state funds for this project including, but not limited to, the following:

(a) State legislation:

- Chapter [8.26](#) RCW (Relocation assistance -- Real property acquisition policy)
- Chapter [27.34](#) RCW (State historical societies -- Historic preservation)
- Chapter [27.44](#) RCW (Indian graves and records)
- Chapter [27.48](#) RCW (Preservation of historical materials)
- RCW [29A.84.620](#) (Hindering or bribing voter)
- Chapter [36.70A](#) RCW (Growth management -- Planning by selected counties and cities)
- Title [37](#) RCW (Federal areas -- Indians)
- Chapter [39.12](#) RCW (Prevailing wages on public works)
- RCW [47.29.200](#) (Prevailing wages)
- RCW [47.68.280](#) (Investigations, hearings, etc. -- Subpoenas -- Compelling attendance)
- RCW [47.68.310](#) (Enforcement of aeronautics laws)
- Title [49](#) RCW (Labor regulations)
- Title [64](#) RCW (Real property and conveyances)
- Chapter [70.94](#) RCW (Washington Clean Air Act)
- Title [86](#) RCW (Flood control)
- Title [91](#) RCW (Waterways)
- Title [12](#) WAC (Transportation, department of (aeronautics commission))
- Title [18](#) WAC (Air pollution)
- Title [25](#) WAC (Archaeology and historic preservation, department of)
- WAC [330-01-050](#) (dispositions, metropolitan municipal corporations)
- Title [167](#) WAC (Drug abuse prevention office)
- Title [197](#) WAC (Ecology, department of (environmental policy, council on))
- Title [198](#) WAC (Environmental and land use hearings office)
- Title [199](#) WAC (Environmental hearings office (environmental and land use hearings board))
- Title [254](#) WAC (Historic preservation, advisory council on)
- Title [326](#) WAC (Minority and women's business enterprises, office of)
- Chapter [330-01](#) WAC (Procedures for corridor and design public hearings under RCW [35.58.273](#))
- Chapter [468-100](#) WAC (Uniform relocation assistance and real property acquisition)
- WAC [468-100-008](#) (Compliance with other laws and regulations)
- Title [357](#) WAC (Financial management, office of -- State human resources director)
- Title [508](#) WAC (Ecology, department of (water resources))

(b) Executive orders:

- Governor's Executive Order 92-01 (Establishing Governor's Policy on a Drug-Free Work Place)
- Governor's Executive Order 96-04, Implementing the Americans with Disabilities Act and superseding Executive Order 93-03
 - Governor's Executive Order 05-05 (Archaeological and Cultural Resources) Governor's Executive Order 11-01, superseding Executive Order 09-04, Amending Washington Council on Aerospace
 - Governor's Executive Order 12-02 (Workforce Diversity and Inclusion)

(2) **General legal requirements.** It will comply with all applicable laws and ordinances, orders, guidelines, policies, directives, rules and regulations of municipal, county, and federal governmental authorities or regulatory agencies.

(3) **Responsibility and authority of the sponsor.**

(a) Public agency sponsor: It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

(b) Private sponsor: It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

(4) **Sponsor fund availability.** It has sufficient funds available for the portion of the project which is not paid by the state of Washington. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

(5) **Good title.** It holds good title, satisfactory to the department, to the areas of the airport or site thereof necessary for aircraft takeoff and landing as well as those necessary for the movement of aircraft to and from the landing and takeoff areas, or gives assurances satisfactory to the department that good title will be acquired prior to accepting grant funds.

(6) **Preserving rights and powers.**

(a) It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the department, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the department.

(b) It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property associated with this application or that portion of the property upon which state funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the department. If the transferee is found by the department to be eligible to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

(c) If the sponsor is a private sponsor, it will, to the department's satisfaction, ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

(d) If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will, to the department's satisfaction, reserve and document in arrangements with said party sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the regulations and the terms, conditions, and assurances in this grant agreement and shall ensure that such arrangement also requires compliance therewith.

(e) Sponsors of commercial service airports will not permit or enter into any arrangement that allows an owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

(f) Sponsors of general aviation airports entering into any arrangement that allows an owner of residential real property adjacent to or near the airport must comply with the requirements set forth in Section 136 of Public Law 112-95.

(7) **Consistency with local plans.** Certify, to the department's satisfaction, that the project is consistent with plans (existing at the time of submission of this application) of public agencies that are authorized to plan for the

development of the area surrounding the airport.

(8) **Consideration of local interest.** Certify, to the department's satisfaction, that it considered the interest of communities in or near where the project is located.

(9) **Consultation with users.** Certify to the department's satisfaction that when it made a decision to undertake any project, that it consulted with affected parties using the airport.

(10) **Public hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it held public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the department, submit a copy of the transcript of such hearings to the department. Further, for such projects, its management board contain(s/ed) either voting representation from the communities where the project is located or it advised communities that they have the right to petition the department concerning a proposed project.

(11) **Air and water quality standards.** In projects involving airport location, a major runway extension, or runway location, it will provide the department appropriate written certification that the project will be located, designed, constructed, and operated so as to comply with applicable federal, state, and local air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the administrator of the Environmental Protection Agency, or the secretary of the Department of Ecology, certification shall be obtained. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the department.

(12) **Pavement preventive maintenance.** With respect to a project for the replacement or reconstruction of airport pavement, it assures or certifies to the department's satisfaction that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with state financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the department determines may be useful.

(13) **Accounting system, audit, and recordkeeping requirements.**

(a) It shall keep all project accounts and records which fully disclose the amount and disposition of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with RCW [43.09.200](#) and the Washington state budgetary, accounting, and reporting system (BARS) manuals and financial reporting packages.

(b) It shall make available to the department and the Washington state auditor's office, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The department may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the department not later than six months following the close of the fiscal year for which the audit was made.

(14) **Wage rates.** It shall include in all contracts in excess of two thousand five hundred dollars, or as outlined in WAC [296-127-050](#), for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages under the Washington State Prevailing Wages on Public Works Act, chapter [39.12](#) RCW, which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work. This shall be documented by a statement of intent to pay prevailing wages and an affidavit of wages paid.

(15) **Nondiscrimination requirements.** It shall prohibit discrimination in all phases of contracted employment, contracting activities and training pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Justice System Improvement Act of 1979, the Americans with Disabilities Act of 1990, the Civil Rights Restoration Act of 1987, 49 C.F.R. Part 21, chapter [49.60](#) RCW and other related laws and statutes.

(16) **Equal employment opportunity (EEO) responsibilities.** It shall comply with regulations relative to nondiscrimination in state-assisted programs of the department, which are herein incorporated by reference and made a part of this project. With regard to the work performed during the project, it shall not discriminate on the

grounds of race, color, gender, creed, national origin, age, sexual orientation, gender identity, marital status, disability or veteran status in the selection and retention of contractors, consultants and service providers, including procurement of materials and leases of equipment.

(17) **Veteran's preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to ensure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to honorably discharged military personnel who are veterans of any war of the United States, or of any military campaign for which a campaign ribbon shall have been awarded, and their widows or widowers, shall be preferred for appointment and employment. Age, loss of limb, or other physical impairment, which does not in fact incapacitate, shall not be deemed to disqualify them, provided they possess the capacity necessary to discharge the duties of the position involved as defined in RCW [73.16.010](#). However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

(18) **Conformity to plans and specifications.** It will execute the project subject to plans, specifications, and schedules approved by the department. Such plans, specifications, and schedules shall be submitted to the department prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the department, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the department, and incorporated into this grant agreement.

(19) **Construction inspection and approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the department for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the department and such work shall be in accordance with regulations and procedures prescribed by the department. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the department shall deem necessary.

(20) **Planning projects.** In carrying out planning projects:

(a) It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved by the department.

(b) It will furnish the department with reports pertaining to the planning project and planning work activities, as designated by the department.

(c) It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the state of Washington.

(d) It will make all material prepared in connection with this grant available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

(e) It will give the department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

(f) It will grant the department the right to disapprove the sponsor's selection of specific consultants and their subcontractors to do all or any part of projects funded by this grant as well as the right to disapprove the proposed scope and cost of professional services.

(g) It will grant the department the right to disapprove the use of the sponsor's employees to do all or any part of the project.

(h) It understands and agrees that the department's approval of this project grant or the department's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the department to approve any pending or future application for an airport aid grant.

(21) **Operation and maintenance.** The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the state of Washington, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably

operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for nonaeronautical purposes must first be approved by the department. In furtherance of this assurance, the sponsor will have in effect arrangements for:

(a) Operating the airport's aeronautical facilities whenever required;

(b) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

(c) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

(22) **Hazard removal and mitigation.** It assures that such terminal airspace under the appropriate category of Federal Air Regulation Part 77, 14 C.F.R. 77, as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. Where hazards are on land owned by others, the sponsor will make every effort to coordinate with owners to mitigate airport hazards.

(23) **Compatible land use.** It shall, either by the acquisition and retention of property interest, in fee or easement, or by seeking enforcement of local zoning action, prevent the construction of any object which may constitute an incompatible land use such as residential encroachment, wildlife attractants, uses that emit smoke, steam, glare, or electromagnetic interference, and height hazards. Sponsor will take proactive measures to discourage incompatible land uses adjacent to the airport, to include a formal consultation with local jurisdictions on land use issues, and support and/or recommend land use regulations consistent with WSDOT best management practices found in WSDOT's *Airports and Compatible Land Use Guidebook*.

(24) **Economic nondiscrimination.**

(a) It will make the airport available as an airport for public use and without discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

(b) In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

(i) Furnish said services on a reasonable, nondiscriminatory, basis to all users thereof; and

(ii) Charge reasonable, and nondiscriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(c) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

(d) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

(e) Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

(f) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation

operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance, repair, and fueling) that it may choose to perform. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

(g) The sponsor may establish such reasonable, and nondiscriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

(25) **Exclusive rights.** It will not grant exclusive right for the use of the airport to any person(s) providing, or intending to provide, aeronautical services to the public. For purposes of this subsection, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if the following apply:

(a) It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services;

(b) If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity existing at such an airport before the grant of any assistance under RCW [47.68.090](#); and

(c) It has received approval from the department.

(26) **Fee and rental structure.** It will maintain a competitive fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account factors such as the volume of traffic and economy of collection. No part of the state share of an airport development or airport planning project for which a grant is made under RCW [47.68.090](#) shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

(27) **Airport revenues.** All revenues generated by the airport and any local taxes established after December 30, 1987, on aviation fuel, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this subsection:

(a) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

(b) If the department approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a twenty-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

(c) When requested by the department, the sponsor will obtain an audit that will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes, and indicate whether funds paid or transferred to the owner or operator were paid or transferred in a manner consistent with state law and any other applicable provision of law, including any regulation promulgated by the secretary. Any civil penalties or other

sanctions will be imposed for violation of this assurance in accordance with state law.

(28) Reports and inspections. It will:

(a) Submit to the department such annual or special financial and operations reports as the department may request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the department; for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the department upon request;

(b) In a format and time prescribed by the department, provide to the department and make available to the public following each of its fiscal years, an annual report listing in detail:

(i) All amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

(ii) All services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

(29) Use by government aircraft. It will not charge the state or its agencies (except for those under contract), for limited but reasonable, nonroutine, search and rescue, law enforcement or public safety use of public landing and aircraft parking facilities. The sponsor may require written verification of an entity's official government business status, and notification prior to use of facilities.

(30) Land for state facilities. It will furnish without cost to the state of Washington for use in connection with any air traffic control or air navigation activities, or weather reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or for these same purposes, rights in buildings of the sponsor as the department considers necessary for construction, operation, and maintenance at state expense of space or facilities. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the department.

(31) Airport layout plan.

(a) It will provide airport layout plans (ALPs) as prescribed in WSDOT's *Aviation Grant Procedures Manual*. It will keep up-to-date at all times an airport layout plan of the airport showing:

(i) Boundaries of the airport and all proposed additions thereto, together with the boundaries of all off-site areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

(ii) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities;

(iii) The location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

(iv) All proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the department which approval shall be evidenced by the signature of a duly authorized representative of the department on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations to the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the department and which might, in the opinion of the department, adversely affect the safety, utility, or efficiency of the airport.

(b) If a change or alteration in the airport or the facilities is made which the department determines adversely affects the safety, utility, or efficiency of any state-owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the department, the owner or operator will, if requested, by the department.

(i) Eliminate such adverse effect in a manner approved by the department; or

(ii) Bear all costs of relocating such property (or replacement thereof) to a site acceptable to the department and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of

operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the department's design standards beyond the control of the airport sponsor.

(32) Disposal of land.

(a) For land purchased under a grant for airport development purposes, it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the department an amount equal to the states' proportionate share of the fair market value of the land. The portion of the proceeds proportionate to the states' share of the cost of acquisition of such land will, upon application to the department, be reinvested or transferred to another eligible airport as prescribed by the department. The department shall give preference to the following, in descending order:

(i) Payment to the state of Washington for deposit in the aeronautics account; or

(ii) Reinvestment in an approved project that is eligible for grant funding under RCW [47.68.090](#).

(b) Land shall be considered to be needed for airport purposes under this assurance if:

(i) It may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land; and

(ii) The revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(c) Disposition of such land will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

(33) Engineering and design services. It will award each contract, or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under WSDOT *Consultant Services Manual M-27-50.02* or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

(34) Foreign market restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States trade representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction. Sponsors are encouraged to "Buy American" whenever feasible and appropriate.

(35) Policies, standards, and specifications. It will carry out the project in accordance with policies, standards, and specifications approved by the department and included in this grant, and in accordance with applicable state policies, standards, and specifications.

(36) Relocation and real property acquisition. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in RCW [8.26.180](#).

(37) Disadvantaged business enterprises. The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any department-assisted contract or in the administration of its DBE program or the requirements of Governor's Executive Order 12-02.

(38) Hangar construction. If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long-term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose. For the purpose of this section, a long-term lease is defined as not to exceed fifty years.

[Statutory Authority: RCW [47.68.090](#), 13-07-037, § 468-260-030, filed 3/14/13, effective 4/14/13.]