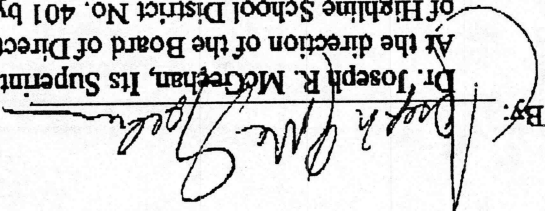
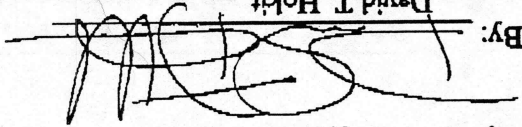


on \_\_\_\_\_, 1997.  
motion regularly passed at an open meeting  
of Highline School District No. 401 by  
At the direction of the Board of Directors  
Dr. Joseph R. McCrehan, Its Superintendent

By: 

DATED this 10<sup>th</sup> day of February, 1997.

David T. Hokit  
Attorney for Highline School  
District

By: 

HIGHLINE SCHOOL DISTRICT  
APPROVED AS TO FORM this 6th  
day of February, 1997.

CITY OF BURLEN  
APPROVED AS TO FORM this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_

By: \_\_\_\_\_  
Michael Kenyon  
City Attorney of Burlen

By: \_\_\_\_\_  
Frederick Stouder, Its City Manager  
At the direction of the Burlen City Council  
by motion regularly passed at an open public  
meeting on \_\_\_\_\_, 199\_\_

CITY OF FEDERAL WAY  
APPROVED AS TO FORM this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_

By: \_\_\_\_\_  
Londi K. Lindell  
City Attorney of Federal Way

By: \_\_\_\_\_  
Kenneth E. Nyberg, Its City Manager  
At the direction of the Federal Way City  
Council by motion regularly passed at an  
open public meeting on \_\_\_\_\_, 199\_\_

CITY OF TUKWILA  
APPROVED AS TO FORM this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_

By: \_\_\_\_\_  
City Attorney of Tukwila

By: \_\_\_\_\_  
John W. Rants, Its Mayor  
At the direction of the Tukwila City Council  
by motion regularly passed at an open public  
meeting on \_\_\_\_\_, 199\_\_

District shall not have authority to enter into any settlement or compromise of claims asserted by the ACC without the ACC Executive Committee's acceptance and unanimous approval of such settlement, unless this Agreement has expired or has been terminated, pursuant to section IV of this Agreement.

VI. Miscellaneous Provisions

A. This Agreement supersedes the agreements between Highline School District and the City of Des Moines, dated February 12, 1992, and between Highline School District and the ACC, dated June 12, 1996.

B. In the event of a conflict between the terms of this Agreement and the terms of the ACC Agreement, the terms of this Agreement shall control.

CITY OF NORMANDY PARK  
APPROVED AS TO FORM this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_

By: Wilson S. Viall, III  
City Attorney of Normandy Park

By: Merlin Reynolds, Its City Manager  
At the direction of the Normandy Park City Council by motion regularly passed at an open public meeting on \_\_\_\_\_, 199\_\_

CITY OF DES MOINES  
APPROVED AS TO FORM this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_

By: Gary McLean  
City Attorney of Des Moines

By: Robert Olander, Its City Manager  
At the direction of the Des Moines City Council by motion regularly passed at an open public meeting on \_\_\_\_\_, 199\_\_

follows:

- (a) The Highline School District will provide copies of all proposed scopes of work, task lists, or work objectives for its Expert(s) to the ACC no less than fourteen (14) days prior to the commencement of work.
- (b) The Highline School District will provide copies of all drafts of work product, reports, studies and analysis prepared by its Expert(s) ("HSD Work Product") to the ACC no less than twenty-one (21) days prior to the date of the final version of said Work Product.
- (c) The Highline School District will not publicly release, or provide to the Port of Seattle or any other party who is adverse or potentially adverse to the ACC in litigation, any HSD Work Product (draft or final) prepared by its Expert(s) without fourteen (14) days' advance notice to the ACC.
- (d) The Highline School District will insert appropriate language into any agreement with any of its Expert(s) ensuring that the Expert(s) understands and is bound by the confidentiality terms of this Agreement, the joint defense privilege, the attorney-client privilege, and the attorney work product privileges.
- (e) The Highline School District and the ACC each will insert appropriate language into any agreement with the Expert(s) ensuring that all work performed by the Expert(s) is done at the direction of counsel and cannot be released without authorization of counsel.

**IV. Duration and Conditions of Withdrawal**

This Agreement shall remain in full force and effect from January 1, 1997 through December 31, 1998, unless otherwise terminated pursuant to this section.

The provisions of section III of the ACC Agreement will not apply to the Highline School District. Highline School District may terminate this Agreement, and withdraw from membership in the ACC, upon not less than 30 days written notice to the Executive Committee of the ACC. Upon delivery of the district's notice of termination and withdrawal, Highline School District shall forfeit its right to participate in Executive Committee business, including the right to vote and the right to attend any executive sessions held by the ACC or any of its committees or subdivisions, specifically including the Executive Committee.

**V. Cooperation**

The provisions of section VIII of the ACC Agreement, and specifically section VIII(A) of that agreement, shall be incorporated herein, with the following amendment. Highline School

The ACC and the Highline School District acknowledge that the Highline School District may seek or accept funds from the Port of Seattle, the Puget Sound Regional Council or the Highline School District's evaluation of the impacts of Seattle-Tacoma International Airport on the school district. The ACC and the Highline School District further acknowledge that accepting such funds could create the appearance of a conflict between the Highline School District and the ACC. In order to avoid any such appearance of a conflict, and regardless of whether such funding is received by the school district, the Highline School District and the ACC agree as

thereof on the school district, its facilities, students, and staff. The Highline School District will provide written notice to the ACC no less than fourteen (14) days prior to retaining, hiring, or employing any expert consultant, witness or advisor ("Expert(s)"), including but not limited to, Dr. Sanford Fidell of BBN Systems & Technologies, for the purpose of evaluating impacts of Seattle-Tacoma International Airport or the expansion thereof on the school district, its facilities, students, and staff.

The Highline School District will be responsible for the costs of ongoing studies to measure and mitigate the noise impacts from the existing, two-runway operations at Seattle-Tacoma International Airport. Because these studies are an important component of the services to be delivered to the ACC, including litigation of the claims on behalf of the ACC members, the parties agree as follows.

The Highline School District will not be required to make funds available to the ACC as provided in the ACC Agreement for all cities, and the provisions of sections IV and VII of the ACC Agreement regarding payment of funds to the ACC as a condition of membership in the ACC will not apply to the Highline School District.

**III. Sharing of Costs**

The Highline School District will be a member of the ACC, entitled to representation on the ACC Executive Committee, with the right to participate and vote on matters submitted to the Executive Committee, all as defined and provided in the ACC Agreement.

**II. Eligibility**

The provisions of the ACC Agreement, dated January 1, 1997 are incorporated herein by this reference, except as those provisions are inconsistent with the provisions contained in this Agreement.

**I. Provisions of the ACC Agreement**

NOW, THEREFORE, the parties hereby agree as follows.

representation on its Executive Committee.

**Agreement between the Airport Communities Coalition  
and Highline School District No. 401**

In accordance with the Interlocal Cooperation Act (RCW 39.34) the City of Normandy Park, the City of Des Moines, the City of Burien, the City of Federal Way, the City of Tukwila (hereinafter the "ACC Cities") and Highline School District No. 401, hereby enter into this Agreement.

**Recitals**

The following recitals are substituted in place of the recitals stated in the Interlocal Agreement dated January 1, 1997 between the ACC Cities.

1. The ACC Cities have, for the purposes stated therein, executed an Interlocal Agreement dated January 1, 1997 to form and continue to fund the activities of the Airport Communities Coalition (ACC). That Interlocal Agreement will hereinafter be referred to as ("the ACC Agreement").

2. The Highline School District has previously executed agreements with the City of Des Moines, dated February 12, 1992, and later with the ACC dated, January 1, 1997, to promote the mutual interests of the parties as they relate to the operations of the Seattle-Tacoma International Airport by the Port of Seattle, and the impacts of those operations on the surrounding communities.

3. The ACC Cities, the ACC, and the Highline School District believe that a collective effort, including the execution of this Agreement, is the most effective and expeditious method of achieving the goals of the ACC Cities as stated in the ACC Agreement, and the goals of the Highline School District to address and mitigate the impacts of the operation of the Seattle-Tacoma International Airport by the Port of Seattle on the district's facilities, students, and staff.

4. The ACC Agreement provides in section IV that a public agency may be granted membership in the ACC, and the right to participate in all ACC matters, on terms other than those set forth in the ACC Agreement.

5. The Highline School District, the ACC Cities, and the ACC believe it would further their respective interests for the Highline School District to join the ACC as a voting member with