

INTERLOCAL AGREEMENT, AIRPORT COMMUNITIES COALITION

In accordance with the Interlocal Cooperation Act (Revised Code of Washington, Chapter 39.34) the City of Normandy Park, the City of Des Moines, the City of Burien, the City of Federal Way, and the City of Tukwila (hereafter the "Parties"), each of which is a Washington Municipal Corporation hereby enter into the Agreement set forth.

RECITALS

1. The parties hereto have expressed their opposition to the development of a third runway, and other system improvements leading to increased air traffic at Seattle-Tacoma International Airport and Boeing Field.
2. The parties further believe that regional public transportation needs must be resolved on a regional basis and that only equitable solutions to those needs must be adopted. Additional development of Seattle-Tacoma International Airport and/or increased air traffic at Boeing Field do not constitute equitable or responsible regional solutions.
3. The parties believe that a collective effort including the pooling of resources and the execution of this Agreement to express and administer policy matters is the most effective and expeditious method of achieving the goals stated herein.
4. The parties agree to promote the following goals:
 - A. To stop the construction of any additional runways at Seattle-Tacoma International Airport.
 - B. To limit or reduce the number of flight operations in King County, at both Seattle-Tacoma International Airport and at Boeing Field, to a specific level and to eliminate night flights from 10:30 p.m. to 7:00 a.m.
 - C. To limit airport facilities expansion in King County, at both Seattle-Tacoma International Airport and at Boeing Field, in order to prevent a significant increase in the number of flight operations which is likely to have substantial, adverse environmental impacts.
 - D. To revoke the "Four Post Plan".
 - E. To develop and promote equitable regional transportation needs solutions on a regional basis.
 - F. To improve abatement and mitigation of airport impacts in the Coalition cities.

G. Such other and further related goals as may be determined by the Executive Committee.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

I. DEFINITIONS AND USAGES

A. Each of the parties hereto shall be referred to as "Normandy Park", "Des Moines", "Buriem", "Tukwila", "Federal Way", or such other public agency as may be admitted.

B. "Airport Communities Coalition" hereinafter referred to as "ACC" is the entity created by this Interlocal Agreement, which is comprised of one representative from each party hereto.

C. "Executive Committee" means the assembly of representatives from the parties hereto, the function of which is to administer the policy and purposes of this Agreement.

D. "Chair" means the presiding member of the Executive Committee, who shall be elected by the other representatives to the executive committee.

E. "Participate" or "participation" means the right of a party to vote on any matter submitted to the Executive Committee for a vote, upon payment of the minimum financial contribution specified hereunder.

F. "Encumbered expenses" means financial obligations, enforceable in law or equity, which have been incurred by the Executive Committee.

II. UNDERSTANDING AND PURPOSES

A. The parties understand and agree to promote the goals set forth in Recital 4 above and such other goals and policies as are determined by the Executive Committee.

B. The parties agree and understand that they will rely on the Executive Committee's faithful and responsible representation of the parties' collective and individual interests in making their important land use and transportation planning decisions under this Agreement.

C. In furtherance of this Agreement the parties will:

1. Establish and maintain clear lines of communication through their representatives on the Executive Committee.

2. Coordinate participation in continued planning and environmental review processes concerning air transportation and environmental matters arising therefrom, both as to existing facilities or planned alternatives.
3. Prepare for and undertake litigation or other actions that may be required in order to further the parties' common objectives.
4. Conduct meetings of the Executive Committee in order to carry out necessary and proper functions of ACC as set forth herein.
5. Establish and fund a budget, with amendments thereto as necessary in order to carry on the activities of ACC. This operating fund shall be known as the "Operating Fund of ACC Executive Committee Joint Board."
6. The Executive Committee shall not acquire any real property. Personal property shall be acquired as necessary to carry out the purposes of this Agreement.

III. DURATION

This Agreement shall remain in full force and effect so long as at least two parties continue the operation of this Agreement. Any party may withdraw from this Agreement and may be discharged from its obligations hereunder, provided that it has paid all outstanding financial contributions, including its proportionate share for any encumbered expenses, for which it is liable pursuant to Section VIIA and upon not less than sixty (60) days written notice to the Executive Committee; provided, further, that immediately upon notification of an intent to withdraw from this Agreement, the withdrawing party shall not be liable for any further financial obligations incurred by the ACC.

Any party so withdrawing shall be entitled to a ratable refund of any payment previously made to the Operating Fund after payment of the withdrawing party's share of any outstanding or encumbered debts incurred prior to the receipt by the Executive Committee of the sixty days written notice of withdrawal. Any parties remaining to the Agreement may unanimously determine to terminate this Agreement. Upon such termination, the remaining assets of ACC, if any, will be divided pro rata on the same percentages as are in effect on the date of termination as set forth under Section VII below.

IV. ELIGIBILITY

Eligibility to participate in this Interlocal Agreement shall be limited to any "public agency" as defined by RCW 39.34.020. A public agency seeking to participate in this Agreement may be allowed to do so, upon approval of the Executive Committee, pursuant to the existing terms hereof and upon the payment of at least \$100,000 to the Operating Fund established in Section II.C.5 of this Agreement.

The Executive Committee by unanimous vote may allow admission by a public agency on terms other than those set forth herein for participation. Any public agency so admitted shall be deemed an ex officio party hereto and shall not be entitled to a vote on matters submitted to the Executive Committee.

V. CREATION OF AIRPORT COMMUNITIES COALITION (ACC) - EXECUTIVE COMMITTEE

There is hereby created the Airport Communities Coalition (ACC). This organization shall be a voluntary association of the parties hereto. The association shall be governed by the Executive Committee. The Executive Committee shall be comprised of one voting member from each party who shall be an elective official of such party.

The voting member of each party shall be duly selected annually by the legislative body of each party thereof. Each party shall similarly select an alternate voting member of the Executive Committee who shall serve in the absence of the voting member. Such alternate may be either an elected or appointed official of the party.

The Executive Committee shall by majority vote, except as herein otherwise provided, develop and implement policy in order to implement the goals set forth herein, adopt and administer a budget, receive funding from the parties for such budget, and seek such outside professional assistance as is necessary to achieve the purposes set forth herein. The funds of ACC shall be subject to audit in the manner provided by the law for the auditing of public funds.

Regular meetings of the Executive Committee shall be held as determined by the Executive Committee. The Executive Committee shall elect annually by majority vote a "chair" to conduct its meetings. The chair shall not forfeit, by virtue of the position of chair, any power vested in him/her and in addition will schedule and preside over meetings. The chair shall continue to preside at the pleasure of a majority of the voting members of the Executive Committee, and may be replaced at any time.

A quorum for the conduct of business by the Executive Committee shall be a majority. Notice of any special meeting shall be circulated to all members of the Executive Committee by the chair, or upon the written notice of a voting majority of the Executive Committee not less than twenty-four (24) hours before such meeting is scheduled. No action will be taken without a quorum and without an absolute majority of the eligible voting members of the Executive Committee voting in favor of the matter under consideration. Executive Committee members may attend meetings and vote telephonically as may be necessary for the orderly and timely conduct of business. Written notice of any special meeting may be waived as to any member who at the time of the meeting is actually present or who has filed with the chair a written waiver of notice. The parties further agree and understand that the purpose of ACC Executive Committee meetings is to discuss with representing legal counsel litigation or potential litigation to which the parties are, or are likely to become, a party when public

knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the parties.

VI. PROFESSIONAL SERVICES

A. The Executive Committee may, from time to time, retain legal or other professional assistance or contribute to the retention by one of the parties of legal or other professional assistance to carry out the purposes of this Agreement. A contract or engagement letter shall be provided for each consultant so retained, which contract or engagement letter shall subsequently be marked as an Exhibit and incorporated into this Agreement, subject to all terms herein.

B. Information and materials developed by providers of professional services, who are retained and are compensated pursuant to the provisions of this Agreement, shall be made available to each party to this Agreement which has borne its share of the cost of providing such services in the manner provided herein. In order to preserve confidentiality, all meetings of the legislative or governing body of any party to this Agreement related to any of the subjects of this agreement shall be held in executive session pursuant to RCW 42.30.110(i) and all written materials transmitted by Cutler & Stanfield or successors or associates of Cutler & Stanfield or the Executive Committee to any party to this Agreement shall be considered exempt from public inspection and copying under RCW 42.17.310 unless publicly cited by the party in connection with any party action.

VII. SHARING OF COSTS

A. In order to pay such fees, costs, and other expenses as are incurred by the Executive Committee on behalf of ACC including costs incurred in connection with the retention of legal or other professional assistance, it is the intention of the parties to this Agreement that each party will make available to ACC consistent with the provisions herein, funds as follows:

City of Normandy Park	\$600,000 for 1996 operating expenses;
City of Des Moines	\$600,000 for 1996 operating expenses;
City of Burien	\$600,000 for 1996 operating expenses;
City of Tukwila	\$100,000 for 1996 operating expenses;
City of Federal Way	\$100,000 for 1996 operating expenses.

B. Each party pledges its best efforts to approve appropriations providing for the sharing of costs specified in this Section VII, but no party shall be liable for any monetary assessment unless and until the governing body of such party has appropriated funds for such specific purpose.

C. In the event that one or more of the parties to this Agreement fail to contribute to the sharing of costs in the amount set forth above and in a manner consistent with provisions of this Agreement, the party in default will refrain from further

participation in the Executive Committee's business, and its rights pursuant to this Agreement shall be suspended.

D. In the event one or more parties fail to ratify this Agreement or having initially ratified this Agreement and thereafter defaults or withdraws from this Agreement, the cost sharing set forth above in Section "A" shall be adjusted on a pro rata basis to total 100% following the elimination of the party or parties and such adjusted percentages shall apply to any outstanding or future costs; provided, however, that the monetary obligation of the remaining Party or Parties shall not exceed that amount set forth above in Section "A"; and, provided further, that any remaining party may elect to terminate its participation as opposed to contributing any such additional funds.

VIII. COOPERATION

Each of the parties participating in, or otherwise admitted to, this endeavor shall cooperate with the ACC Executive Committee. In that regard, each party hereto, whether involved by participation, admission, or otherwise, hereby covenants and agrees that, in the event of withdrawal, each such party shall not sue, harass, or in any form or manner interfere with the entity created by this Agreement or with any of the remaining parties, except as necessary to obtain the return of all contributed but unexpended funds set forth in section VIIA. This covenant shall specifically prohibit the sharing of any information obtained in any manner, directly or indirectly, as a result of the withdrawing party's involvement in ACC or otherwise pursuant to this Agreement unless otherwise required by public records law.

IX. INDEMNIFICATION

A. In executing this Agreement, the ACC does not assume liability or responsibility for or in any way release the Parties from any liability or responsibility which arises in whole or in part from the existence, validity or effect of city ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, the Parties shall defend the same at their sole expense and if judgment is entered or damages are awarded against the Parties, ACC, or both, the Parties shall satisfy the same, including all chargeable costs and attorneys' fees.

B. ACC shall indemnify and hold harmless the Parties and their officers, agents, volunteers and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the ACC, its officers, agents, and employees in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Parties or the Parties and ACC, ACC shall defend the same at its sole cost and expense; and if final judgment be rendered against the Parties and their officers, agents, and employees or jointly against the Parties and ACC and their respective officers, agents, and employees, ACC shall satisfy the same.

C. The Parties shall indemnify and hold harmless ACC and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the Parties, their officers, agents, and employees. In the event that any suit based upon such a claim, action, loss, or damage is brought against ACC or the Parties and ACC, the Parties shall defend the same at their sole cost and expense; and if final judgment be rendered against ACC, and its officers, agents, and employees or jointly against ACC and the Parties and their respective officers, agents, and employees, the Parties shall satisfy the same.

X. MISCELLANEOUS PROVISIONS

A. This Agreement shall be effective upon ratification by at least two of the Cities except as otherwise provided in Section IV above. This Agreement may be amended only upon consent of all parties thereto. Any amendment hereto shall be in writing.

B. The waiver by any party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of such term, covenant, or condition or any subsequent breach of the same of any other term, covenant, or condition of this Agreement.

C. Any party hereto shall have the right to enjoin any substantial breach or threatened breach of this Agreement by any other party, and shall have the right to recover damages and to specific performance of any portion of this Agreement.

D. This Agreement is solely for the benefit of the parties hereto and no third party shall be entitled to claim or enforce any rights hereunder except as specifically provided herein.

E. In all contractor services, programs or activities, and all contractor hiring and employment made possible by or resulting from this Agreement, ACC and the Parties shall abide by all federal, state, and local laws prohibiting discrimination.

F. The records and documents with respect to all matters covered by this Agreement shall be subject to audit by the Parties during the term of this contract and three (3) years after termination.

G. If any provision of this Agreement or application thereof to any party or circumstance, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

H. This Agreement shall be effective whether signed by all parties on the same document or whether signed in counterparts.

I. This Agreement supersedes the Interlocal Agreement entered into between the parties by signatures dated February 27, 1995, February 27, 1995, March 8, 1995, March 14, 1995 and March 24, 1995.

APPROVED AS TO FORM this _____
day of _____, 1996.

DATED this _____ day of
_____, 1996.

CITY OF NORMANDY PARK

By _____
Wilton 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

APPROVED AS TO FORM this _____
day of _____, 1996.

DATED this _____ day of
_____, 1996.

CITY OF DES MOINES

By Harry N. McLean, Jr.
James B. Gornam
City Attorney of Des Moines

By _____
Greg Prothman
Its City Manager
At the direction of the Des Moines City
Council by motion regularly passed at
an open public meeting
on JANUARY 25, 1996.

APPROVED AS TO FORM this _____
day of _____, 1996.

By _____
Michael Kenyon
City Attorney of Burien

DATED this _____ day of _____, 1996.

CITY OF BURIEN

By _____
Frederick Stouder
Its City Manager
At the direction of the Burien City
Council by motion regularly passed at
an open public meeting on
_____, 19____.

APPROVED AS TO FORM this _____
day of _____, 1996.

By _____
Linda P. Cohen
City Attorney of Tukwila

DATED this _____ day of _____, 1996.

CITY 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
_____, 19____.

APPROVED AS TO FORM this _____
day of _____, 1996.

By _____
Londi K. Lindell
City Attorney of Federal Way

DATED this _____ day of _____, 1996.

CITY 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
_____, 19____.