

RESOLUTION NO. 3323

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the General Manager, Airfield Line of Business, to execute an Interlocal Agreement between the Port and the Highline School District providing for Port funding of a study to measure noise levels, design acoustical treatments and determine the cost of those treatments in 15 District schools impacted by aircraft noise from operations at Seattle-Tacoma International Airport

WHEREAS, the Port of Seattle ("Port") owns and operates , Seattle-Tacoma International Airport ("Airport"), which is the primary air transportation facility serving the Pacific Northwest and Washington State; and

WHEREAS, the District operates schools and educational programs in the vicinity of the Airport; and

WHEREAS, studies have found that some schools in the District experience significant noise exposure from aircraft operations at the Airport, and

WHEREAS, the District is committed to implementing measures in the impacted schools to allow the students in those schools to learn in an environment equal to that in the schools not impacted by aircraft operations; and

WHEREAS, the District has commenced a study of 15 schools to measure noise levels, develop recommendations for architectural/engineering treatments, and ascertain the cost of implementing those treatments ("Study"); and

WHEREAS, the District received \$165,000 from the State of Washington to be used toward the cost of the above-mentioned Study, and has committed to match that amount with its own funds; and

WHEREAS, the preliminary cost estimates to complete the Study of all 15 schools is One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000.00); and

WHEREAS, the Port desires to contribute funding to the Study; and

WHEREAS, the Federal Aviation Administration ("FAA") has established regulations and guidelines by which airports may use federal and airport funds to assist with aircraft noise attenuation programs; and

WHEREAS, the Port desires to seek reimbursement of its financial contribution from the FAA; and

WHEREAS, any Port-funded noise and environmental mitigation program must comply with federal regulations and guidelines: and

WHEREAS, the Parties intend that the results of the District's school noise evaluation study will support maximizing those noise attenuation efforts which can legally be funded by the Port with Airport and/or Passenger Facility Charges ("PFC") funds.

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle that:

Section 1. The General Manager, Airfield Line of Business is authorized to execute an Interlocal Agreement between the Port and the District, in substantially the same form as attached hereto as Attachment A and incorporated herein by this reference.

Section 2. Said Interlocal Agreement shall provide for the Port's payment of the Study, minus the One Hundred and Sixty Five Thousand Dollar (\$165,000) State grant to the District and the cost of the District's consultant's analysis of classroom measurements by staff and students, not to exceed One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000.00).

Section 3. A copy of the final executed Interlocal Agreement shall be attached to this Resolution as Attachment B.

Section 4. The General Manager, Airfield Line of Business may execute such administrative amendments to the final executed Interlocal Agreements that may be agreed upon by the parties from time to time. The General Manager, Airfield Line of Business shall advise the Commission of all such amendments within thirty (30) days of the date of execution. Amendments proposing to increase the amount of Port funding shall be submitted to the Commission for approval unless otherwise approved through the Port's budget authorization process.

ADOPTED by the Port Commission of the Port of Seattle at a regular meeting thereof,
held this 23rd day of March, 1999, and duly authenticated in open
session by the signatures of the Commissioners voting in favor thereof and the seal of the
Commission.

Patricia Davis
Bob
Paige Miller
Bob
Gary Grant

Port Commission

**INTERLOCAL AGREEMENT
BETWEEN THE PORT OF SEATTLE AND THE HIGHLINE SCHOOL
DISTRICT**

This interlocal agreement ("Agreement") is entered into as of this ____ of _____, 1999, between the Port of Seattle ("Port"), a municipal corporation of the State of Washington and the Highline School District No. 401 ("District"), a municipal corporation, (collectively the "Parties").

RECITALS

WHEREAS, the Port of Seattle operates Seattle-Tacoma International Airport ("Airport"), which is the primary air transportation facility serving the Pacific Northwest and Washington state; and

WHEREAS, the District operates schools and educational programs in the vicinity of the Airport; and

WHEREAS, studies have found that some schools in the District experience significant noise exposure from aircraft operations at the Airport, and

WHEREAS, the District is committed to implementing measures in the impacted schools to allow the students in those schools to learn in an environment equal to that in the schools not impacted by aircraft operations; and

WHEREAS, the District has commenced a study of 15 schools to measure noise levels, develop recommendations for architectural/engineering treatments, and ascertain the cost of implementing those treatments ("Study"); and

WHEREAS, the District received \$165,000 from the State of Washington to be used toward the cost of the above-mentioned Study, and has committed to match that amount with its own funds; and

WHEREAS, the preliminary cost estimates to complete the Study of all 15 schools is One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000.00); and

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**EXHIBIT A
RESOLUTION NO. 3323**

WHEREAS, the Port desires to contribute funding to the Study; and

WHEREAS, the Federal Aviation Administration ("FAA") has established legal requirements for the use of federal and airport funds for aircraft noise attenuation programs; and

WHEREAS, the Port desires to seek reimbursement of its financial contribution from the FAA; and

WHEREAS, any Port - funded noise and environmental mitigation program must comply with federal requirements, including prohibitions against revenue diversion; and

WHEREAS, the Parties intend that the results of the District's school noise evaluation study will support maximizing those noise attenuation efforts which can legally be funded by the Port with Airport and/or Passenger Facility Charges ("PFC") funds.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Term. This Agreement shall be effective on the date first set forth above and shall remain in effect for a period of two (2) years from such date.

2. Payment. Subject to the provisions of paragraph 4B below, the Port shall pay to the District such amounts as are requested by the District for application toward the cost of the Study, minus the \$165,000 in State grant monies and the cost of BBN's analysis of classroom measurements by staff and students, not to exceed One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000.00). It is the intent of the Parties that the Port fully fund the Study, including costs over and above the not to exceed amount set forth above and subject to Port Commission approval. During the Study, the District shall periodically present the Port with written requests for payment. All such requests for payment shall be directed to the Port at the address set forth in paragraph 6 of this Agreement, and shall contain a description of the services to be paid with funds contributed by the Port and be supported by appropriately detailed invoices. Such written requests shall be presented by the District to the Port as the District is billed by the contractors performing work on the Study, and in no event shall requests be made more than once per month. The Port shall pay the amounts requested by the District in compliance with this paragraph within thirty (30) days of receipt of the request.

3. The Study. The Study shall comply with the description contained in this paragraph, and the District shall at all times make all phases of the work and results accessible and available to the Port.

- A.** The Study shall be conducted in two phases.
- B.** The Parties acknowledge that the first phase of the Study was completed December, 1998. This first phase consists of work conducted pursuant to a contract between the District and BBN Technologies Inc. ("BBN") dated April 10, 1998. The deliverable resulting from such contract is attached hereto as **Exhibit A** and incorporated herein by this reference.
- C.** The second phase of the Study shall consist of a detailed Architectural/Engineering ("A & E") evaluation done by licensed and bonded architects and/or engineers as selected by the District after receiving public bids. This evaluation shall be done on 15 of the schools identified in Exhibit A, excluding Gregory Heights Elementary, which was analyzed by BBN. The scope of work for the A & E evaluation shall:
 - (i) include the delivery of reports and cost estimates for implementation of the design treatments that will achieve the necessary sound attenuation related to aircraft noise recommended by BBN in Exhibit A, (ii) require as a final deliverable a report drafted in a narrative format intended to maximize those noise attenuation efforts which can legally be funded by the Port with Airport or PFC funds. The Port shall have the right to review and comment on the A & E scope of work and on all drafts of the A & E report.

4. FAA Reimbursement.

- A.** The District shall cooperate with the Port in its efforts to seek reimbursement from the FAA for amounts paid to the District pursuant to this Agreement. Such cooperation shall include providing information and documents necessary for the Port's application to the FAA.
- B.** In order to facilitate the Port's request for FAA reimbursement, the Port will pay the costs to have BBN supplement the noise data in **Exhibit A** with data in the form used by the FAA for school insulation studies ("Supplement"). Completion and delivery of the Supplement to the Port shall be required prior to the Port's payment of any funds for the Study.

5. Indemnification. Each party shall protect, defend, indemnify, and save harmless the other party, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of said indemnifying party, its officers, employees, and/or agents in furtherance of its responsibilities under this Agreement. Each party 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. In the event the indemnified party incurs any judgment, award, and/or cost arising therefrom, including attorney's fees to enforce the provisions of this section, all such judgments, awards and costs shall be recoverable from the indemnifying party.

6. Notices. All notices pursuant to this Agreement shall be given in writing and delivered by US mail or delivered in person to the following:

For the Port: Lynae Jacobson
Port of Seattle
Seattle-Tacoma International Airport
P. O. Box 68727
Seattle, WA 98168

For the District: Dr. Joseph R. McGeehan
Highline School District
15675 Ambaum Blvd. SW
Seattle, WA 98166

7. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the District and the Port during the term of this Agreement and three (3) years after termination.

8. Non - Discrimination. During performance of this Agreement, the District agrees that it will not discriminate against any employee or applicant for employment because of religion, color, race, creed, sex, sexual orientation, age, national origin, marital status or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person. In contracting for A & E services pursuant to this Agreement, the District will require the same of its third party contractors and subcontractors

9. Third Party Rights. Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis

for any liability on the part of the District or the Port, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.

10. Severability. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the Parties.

11. Non - Waiver. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach, and shall not be construed to be a modification of this Agreement.

12. Amendment. This Agreement may be amended only by an instrument in writing duly executed by the Parties.

13. Entire Agreement. This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

IN WITNESS WHEREOF, the District and the Port have executed this Agreement effective as of the date first written above.

PORT OF SEATTLE

By: _____
Its: _____

HIGHLINE SCHOOL DISTRICT

By: _____
Its: _____

**INTERLOCAL AGREEMENT
BETWEEN THE PORT OF SEATTLE AND THE HIGHLINE SCHOOL
DISTRICT**

This interlocal agreement ("Agreement") is entered into as of this 24 of March, 1999, between the Port of Seattle ("Port"), a municipal corporation of the State of Washington and the Highline School District No. 401 ("District"), a municipal corporation, (collectively the "Parties").

RECITALS

WHEREAS, the Port of Seattle operates Seattle-Tacoma International Airport ("Airport"), which is the primary air transportation facility serving the Pacific Northwest and Washington state; and

WHEREAS, the District operates schools and educational programs in the vicinity of the Airport; and

WHEREAS, studies have found that some schools in the District experience significant noise exposure from aircraft operations at the Airport, and

WHEREAS, the District is committed to implementing measures in the impacted schools to allow the students in those schools to learn in an environment equal to that in the schools not impacted by aircraft operations; and

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WHEREAS, the District received \$165,000 from the State of Washington to be used toward the cost of the above-mentioned Study, and has committed to match that amount with its own funds; and

WHEREAS, the preliminary cost estimates to complete the Study of all 15 schools is One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000.00); and

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WHEREAS, the Federal Aviation Administration ("FAA") has established legal requirements for the use of federal and airport funds for aircraft noise attenuation programs; and

WHEREAS, the Port desires to seek reimbursement of its financial contribution from the FAA; and

WHEREAS, any Port - funded noise and environmental mitigation program must comply with federal requirements, including prohibitions against revenue diversion; and

WHEREAS, the Parties intend that the results of the District's school noise evaluation study will support maximizing those noise attenuation efforts which can legally be funded by the Port with Airport and/or Passenger Facility Charges ("PFC") funds.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Term. This Agreement shall be effective on the date first set forth above and shall remain in effect for a period of two (2) years from such date.

2. Payment. Subject to the provisions of paragraph 4B below, the Port shall pay to the District such amounts as are requested by the District for application toward the cost of the Study, minus the \$165,000 in State grant monies and the cost of DBN's analysis of classroom measurements by staff and students, not to exceed One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000.00). It is the intent of the Parties that the Port fully fund the Study, including costs over and above the not to exceed amount set forth above and subject to Port Commission approval. During the Study, the District shall periodically present the Port with written requests for payment. All such requests for payment shall be directed to the Port at the address set forth in paragraph 6 of this Agreement, and shall contain a description of the services to be paid with funds contributed by the Port and be supported by appropriately detailed invoices. Such written requests shall be presented by the District to the Port as the District is billed by the contractors performing work on the Study, and in no event shall requests be made more than once per month. The Port shall pay the amounts requested by the District in compliance with this paragraph within thirty (30) days of receipt of the request.

3. The Study. The Study shall comply with the description contained in this paragraph, and the District shall at all times make all phases of the work and results accessible and available to the Port.

A. The Study shall be conducted in two phases.

B. The Parties acknowledge that the first phase of the Study was completed December, 1998. This first phase consists of work conducted pursuant to

a contract between the District and BBN Technologies Inc. ("BBN") dated April 10, 1998. The deliverable resulting from such contract is attached hereto as Exhibit A and incorporated herein by this reference.

- C. The second phase of the Study shall consist of a detailed Architectural/Engineering ("A & E") evaluation done by licensed and bonded architects and/or engineers as selected by the District after receiving public bids. This evaluation shall be done on 15 of the schools identified in Exhibit A, excluding Gregory Heights Elementary, which was analyzed by BBN. The scope of work for the A & E evaluation shall: (i) include the delivery of reports and cost estimates for implementation of the design treatments that will achieve the necessary sound attenuation related to aircraft noise recommended by BBN in Exhibit A, (ii) require as a final deliverable a report drafted in a narrative format intended to maximize those noise attenuation efforts which can legally be funded by the Port with Airport or PFC funds. The Port shall have the right to review and comment on the A & E scope of work and on all drafts of the A & E report.

4. FAA Reimbursement.

- A. The District shall cooperate with the Port in its efforts to seek reimbursement from the FAA for amounts paid to the District pursuant to this Agreement. Such cooperation shall include providing information and documents necessary for the Port's application to the FAA.
- B. In order to facilitate the Port's request for FAA reimbursement, the Port will pay the costs to have BBN supplement the noise data in Exhibit A with data in the form used by the FAA for school insulation studies ("Supplement"). Completion and delivery of the Supplement to the Port shall be required prior to the Port's payment of any funds for the Study.

5. Indemnification. Each party shall protect, defend, indemnify, and save harmless the other party, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of said indemnifying party, its officers, employees, and/or agents in furtherance of its responsibilities under this Agreement. Each party 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. In the event the indemnified party incurs any judgment, award, and/or cost arising therefrom, including attorney's fees to enforce the provisions of this section, all such judgments, awards and costs shall be recoverable from the indemnifying party.

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Highline School District
15675 Ambaum Blvd. SW
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12. Amendment. This Agreement may be amended only by an instrument in writing duly executed by the Parties.

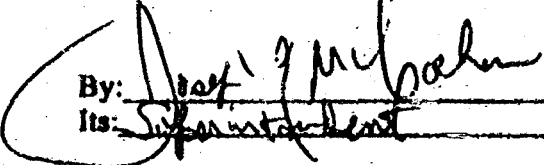
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IN WITNESS WHEREOF, the District and the Port have executed this Agreement effective as of the date first written above.

PORT OF SEATTLE

By: 
Its: General Manager,
Airfield Line of Business

HIGHLINE SCHOOL DISTRICT

By: 
Its: Superintendent