

June 26, 1985  
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Introduced by: BOB GREIVE

Proposed No.: 85-336

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MOTION NO. 6298

A MOTION related to a proposed agreement between King County and METRO regarding the Renton Effluent Transfer System, and requesting the County Executive to negotiate the agreement and obtain approval of the METRO Executive Director and METRO Council.

WHEREAS, the Municipality of Metropolitan Seattle (METRO) is proposing to construct an Effluent Transfer System (ETS) for the purpose of diverting effluent from the Renton Sewage Treatment Plant directly into Puget Sound at Duwamish Head, and

WHEREAS, the alignment for the ETS has been established by METRO Resolution No. 4339, which requires portions of the project to be constructed within areas of unincorporated King County in the Duwamish Valley, and

WHEREAS, King County has adopted ordinances and regulations which require METRO to secure permits and approvals to construct the ETS project in a manner consistent with County plans and policies, and

WHEREAS, King County has existing and planned roads and facilities within and along the ETS corridor which must be considered in the design and construction of the ETS project, and

WHEREAS, METRO has completed environmental impact studies on the ETS project and has identified adverse impacts resulting from project construction which will occur in unincorporated King County, and

WHEREAS, METRO desires King County's cooperation in the design and construction of the ETS and has pledged to mitigate both short and long term adverse construction impacts as well as all adverse impacts to environmental resources, and

WHEREAS, King County desires to cooperate with METRO in the

MEMORANDUM OF AGREEMENT  
on  
RENTON EFFLUENT TRANSFER SYSTEM  
between  
MUNICIPALITY OF METROPOLITAN SEATTLE  
AND KING COUNTY

This MEMORANDUM OF AGREEMENT is entered into by and between King County (hereinafter referred to as the "County") and by the Municipality of Metropolitan Seattle, a metropolitan corporation of the State of Washington (hereinafter referred to as "METRO").

THEREFORE, the parties to this Agreement hereby join together in the following manner for the purpose of coordinating their activities related to the planning, design and construction of METRO's Renton Effluent Transfer System and affected King County facilities and approvals.

Section 1 - Scope of Services

a) METRO hereby authorizes the County, upon the terms and conditions contained herein, to perform services in connection with the design and construction of the Renton Effluent Transfer System (ETS).

b) This agreement is intended to include and provide for the services and requirements specified in Exhibit A - Scope of Services and Exhibit B - Restoration and Mitigation Projects attached hereto and incorporated herein by reference. The scope of Exhibits A and B are based on the ETS alignment adopted under METRO Resolution No. 4339. The County shall be responsible for providing services as defined in Exhibit A; METRO shall be responsible for providing services as defined in Exhibit B. All planning, design (including preparation of construction contract plans and specifications) and construction of the ETS will be METRO's responsibility. Amendments and extensions to the services and requirements specified in Exhibits A and B as may be mutually agreed upon shall be as provided for in Sections 8 and 9 of this Agreement.

c) METRO shall make a good faith effort to provide sufficient notice of impending requests for review of plans and applications, including required technical and design information accompanying those requests, to allow adequate time for the County to perform such reviews. The County shall make a good faith effort to expeditiously review all plans and permit applications on the ETS Project.

d) County staff when authorized by the METRO Project Manager may directly contact METRO's consultants concerning matters related to the ETS. METRO will assure and document in a manner satisfactory to the County that adequate provision is made for existing and planned County facilities affected by the ETS. METRO will be responsible for the design, relocation, and restoration or replacement of all County facilities that are affected by the ETS, subject to County requirements and standards.

Section 2 - Management

a) In order to facilitate the implementation of this Agreement, the County shall identify:

1) A Project Coordinator, who shall be responsible for the overall coordination of the County's involvement with the METRO ETS project including, but not limited to: monitoring progress by County and METRO staff under this agreement; billing for services provided by the County under this agreement; convening regular interdepartmental meetings with METRO staff to review progress; keeping the project support teams described below apprised of activities and issues concerning the ETS; coordinating expeditious and timely plan review and permit action by the County; working with County staff, METRO staff and other organizations to identify and implement measures that will mitigate adverse impacts from ETS construction and neighborhood disruption; assisting with County Council and public review of needed County approvals; informing affected neighborhood organizations, citizens and County policy makers regarding project progress; and advising the METRO Project Manager of the concerns of County policy makers and neighborhood organizations.

2) A County support team consisting of designated County staff from all departments and divisions having responsibilities and/or authorities for the County's involvement in the ETS Project. The support team shall be available to meet with METRO Project Manager, METRO's consultants and the County Project Coordinator on a biweekly basis, or more frequently as may be necessary to discuss design issues, technical problems, or other operational questions arising from the ETS project and associated work.

b) The County's Project Coordinator shall prepare a monthly narrative report of the progress of County work on the METRO ETS project, the status of the County's work in support of METRO's project, and any issues which may affect completion of the County's work or impact the project schedule. The monthly narrative report will be provided to METRO's Project Manager for use in identifying problems and monitoring progress billings from the County.

c) With adequate notice from METRO, the County shall make available all documents, data and other reports within the County's control and reasonably required in connection with the ETS project design and construction for inspection, copying and pickup by the METRO Project Manager at the King County Administration Building, except to the extent that such records are exempt from disclosure pursuant to the provisions of RCW Chapter 42.17.

d) The design and engineering of the ETS project shall be directed and coordinated by METRO. The METRO Project Manager shall be responsible for the overall administration and management of the ETS project. Questions by the County regarding the interpretation of the terms, provisions and requirements of this Agreement shall be addressed to the METRO Project Manager for response. METRO's Project Manager will provide assistance to the County in the County's performance of the services identified in Exhibit A.

### Section 3 - Compensation

a) METRO agrees to reimburse the County for all costs incurred by the County for providing services defined in Exhibit A, and performed pursuant to this Agreement up to a maximum of \$\_\_\_\_\_ subject to adjustments as provided in Section 8; provided that, normal permit fees and charges are not waived by this Agreement. Reimbursement of the Seattle/King County Department of Public Health will be in accordance with Rule VIII of the King County Board of Health.

The budget for the County shall be composed of the personnel labor and related costs, including fringe benefits, overhead, supplies, equipment and consultant

service costs incurred by the County while performing work on the project as described in Exhibit A. Labor and benefits will be paid in accordance with County salaries and wages in effect at the time the services are performed.

b) On a monthly basis, the County Project Coordinator will submit billings to METRO for actual costs incurred by County departments for services set forth in Exhibit A during the preceding calendar month. With its billing, the County shall include invoices which document the County's costs associated with providing such services and show as separate items the actual personnel labor and related costs incurred during the reimbursable period. In addition, the County shall provide with its billings the narrative reports required under Section 2 above.

METRO's Project Manager will promptly review the billings and supporting documentation and will notify the County of any deficiencies therein. Payment will be made to the County within thirty (30) days of submittal of billing and documentation to METRO.

#### Section 4 - Records and Audits.

a) The County and METRO shall maintain separate accounts and records which adequately identify and account for all costs pertaining to all matters covered by this Agreement. These accounts and records are to include costs for materials and property, salaries paid, personnel time and all other reimbursable charges and expenses. Copies of the above-cited fiscal documentation must be maintained and available for audit and inspection in a separate filing system or other records maintenance system for a period of three (3) years following final payment under this Agreement; provided that, this requirement shall not be deemed to relieve either party of any obligations otherwise imposed by State or local law regarding the retention of public records.

b) Each party shall permit the authorized representatives of the other party to inspect and audit all data and records relating to its performance under this Agreement, except to the extent that such records are exempt from disclosure pursuant to the provisions of RCW Chapter 42.17.

#### Section 5 - Equal Employment Opportunity.

During the performance of this Agreement, the County shall comply with all affirmative action and equal employment opportunity requirements established by County ordinance, and METRO shall comply with all affirmative action and equal employment opportunity requirements established by METRO resolution.

#### Section 6 - Prohibited Interest.

No member, officer, or employee of METRO or its governing body, or of a local public body, during his tenure or one (1) year thereafter, shall have any direct or indirect interest in this Agreement or the proceeds thereof.

#### Section 7 - Patent Rights.

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings shall be made available to METRO and the County for public use, unless METRO and the County shall in a specific case where it is legally permissible, determine that it is in the public interest that it not be so made available.

Section 8 - Changes.

Either party may request changes to this Agreement including changes or additions to the Scope of Services, terms of performance, or payment and reporting standards provided hereunder. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement after approval under the parties' established procedures; provided, the County may shift funds among any line items in Exhibit A up to twenty percent (20%) of each line item without METRO approval. Shift of more than twenty percent (20%) shall require written approval of METRO's Project Manager. In no event shall the budget for the project exceed the total amount indicated in Section 3, except as may be amended under the provisions of this Agreement.

Section 9 - Extension.

This Agreement may be extended to include additional work items as may be mutually agreed upon and shall be incorporated by written amendments to this Agreement after approval of the METRO Council and County Council under the parties' established procedures.

Section 10 - Dispute Resolution.

A Coordinating and Dispute Resolution Committee will be established by METRO and the County to consider disputes and other matters in question between METRO and the County arising out of or relating to this Agreement which cannot be resolved by the METRO Project Manager and County Project Coordinator. The Committee will consist of: The METRO Technical Services Director (who shall chair the committee); the METRO Water Pollution Control Department Director; the County Planning and Community Development Department Director; and the County Public Works Department Director' or their designees. Referral of disputes to this Committee can be initiated by either party and will be effected by written notice delivered to the Committee Chairman. The Committee will meet within ten (10) days of such notice and will make a recommendation within twenty (20) days of such notice. Said recommendation shall be advisory only and shall not be binding on either party. Disputes which cannot be resolved by the Dispute Resolution Committee shall be referred to the County Executive and METRO Executive Director for negotiation and resolution. Recommendations and decisions resulting from the dispute resolution process above shall not limit either party's right to pursue remedies otherwise available.

Section 11 - Termination.

a) This Agreement may be terminated upon sixty (60) days prior written notice by either party with or without cause. All obligations under this Agreement shall cease on the date of written termination notice, provided however, that in the event of any such termination, the County shall be paid subject to the provisions of Section 3 for project services performed by the County in accordance with this Agreement, including reasonable close out costs incurred in the 60 day period subsequent to written termination notice, including but not limited to invoicing, filing, final reports and labor costs.

b) Otherwise, this project shall be satisfactorily completed and this Agreement shall terminate on December 31, 1986 unless extended by mutual written agreement of the parties pursuant to Sections 8 or 9 of this Agreement.

Section 12 - Liabilities.

No liability shall attach to the County or METRO by reason of entering this Agreement except as expressly provided herein.

Section 13 - Execution and Issuance of Documents.

This agreement shall be executed in four counterparts, any of which shall be regarded for all purposes as one original.

Section 14 - Entirety.

This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire understanding and contract between the parties.

KING COUNTY

The signing of this agreement was authorized by Motion \_\_\_\_\_ of the KING COUNTY COUNCIL adopted at a meeting on \_\_\_\_\_, 1985.

ATTEST BY: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Approved as to Form

MUNICIPALITY OF METROPOLITAN SEATTLE (METRO)

The signing of this agreement was authorized by Resolution \_\_\_\_\_ of the METRO COUNCIL adopted at a meeting on \_\_\_\_\_, 1985.

ATTEST: BY: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Approved as to Form

Exhibit A

Scope of Services  
METRO/King County Coordination Agreement

Renton Effluent Transfer System

In order to facilitate expedient King County plan review, right-of-way negotiations, utility relocations, permit processing, design reviews, inspections, certifications and other approvals necessary for constructing the Renton Effluent Transfer System (ETS), METRO will reimburse the County for the following services from the appropriate County departments. Each department's time and materials costs of providing the services will be reimbursed by METRO up to the maximum amounts specified below. The maximum amounts below are estimated from services anticipated from February 1985 through December 1986, and are subject to adjustments as provided in Section 8 and 9 of the Memorandum of Agreement.

<u>Agency/Services</u>	<u>Amount</u>
A. Department of Public Works	
1. <u>Project Coordinator</u> - Provide overall coordination and administration of County activities on ETS Project per Section 2 of this Agreement.	\$ 82,800
2. <u>Project Review and Permit Coordination</u> - Coordinate and expedite engineering and design reviews of ETS plans and drawings. Process required permits and approvals.	
- Surface Water Management	\$154,200
- Roads	\$ 3,200
3. <u>Project Inspection</u> - Conduct project inspections to determine ETS compliance with County permits and approvals.	
- Surface Water Management	\$150,960
- Roads	\$ 37,880
Subtotal	\$429,040
B. Department of Planning and Community Development	
1. <u>Project Review and Permit Coordination</u> - Coordinate and expedite engineering and design reviews of ETS plans and drawings. Process required permits and approvals.	
- Building and Land Development	\$ 7,200
- Planning	\$ 7,200

Exhibit A - Scope of Services (Continued)

2. Mitigation Planning and Review - Review and coordinate design and implementation of ETS mitigation projects.

- Parks	\$ 12,000
- Planning	\$ 9,600
- Historic Preservation	\$ 8,000
Subtotal	\$ 44,000
TOTAL	\$473,040



## EXHIBIT B

### Restoration and Mitigation Projects

The County and METRO agree that METRO will design and construct the ETS in a manner which ensures the replacement and restoration of all County owned and operated roads and facilities, according to permit conditions and requirements and in conformance with County engineering and design requirements. Further, METRO will implement adequate and timely measures to mitigate adverse community and environmental impacts resulting from the ETS construction including but not limited to the following mitigation projects, which will be completed prior to the time the ETS is operational.

#### Duwamish Trail

METRO will obtain public access easements and construct an asphalt paved, multi-purpose trail along the ETS pipeline corridor through unincorporated King County, or an alternative route if necessitated by physical or design constraints. The trail will be designed and landscaped to be compatible with plans for King County's Green River Trail System. METRO will submit design and construction plans for the trail and landscaping to the King County Parks Division for approval. In conjunction with the trail, shoreline access improvements to the Duwamish River will be made downstream of the 42nd Avenue South Bridge and at a small parcel of land adjacent to the Seattle City Light Duwamish Substation. Upon completion, the trail and shoreline access improvements will be conveyed to King County who will be responsible for their operation and maintenance.

#### Black River Outlet Channel

METRO will design and construct trail and landscape improvements along the Black River Outlet Channel consistent with King County's Black River Outlet Channel plans and recreation plans of the Cities of Tukwila and Renton. Consideration will be given to adding a small cartopper boat ramp on the south bank to improve access to the Duwamish River. Implementation of the recreation improvements will be done in a manner and time to avoid conflict with flood control operations and channel maintenance requirements. Operation and maintenance of the completed trail and landscape improvements will be King County's responsibility.

#### Levee Restoration and Improvements

METRO will restore all existing levees and other shoreline areas affected by the ETS construction with shoreline protection facilities to provide adequate channel capacity and reduce erosion and sedimentation. Levee improvement facilities will be designed and constructed to King County engineering requirements. METRO will be responsible for improving other low areas on the levee system downstream of their existing outfall that are determined by the County to have insufficient freeboard in the event of emergency effluent discharges by METRO into the Duwamish River. King County will operate and maintain completed levee improvements.

#### Earlington Riverfront Park

If METRO uses King County's Earlington Park as a staging area for the ETS, METRO will fund a park master plan under the direction of King County and implement the plan's recommended recreation improvements. The scope of the master plan and recreation improvements will be mutually agreed to by METRO and King County giving consideration to local community desires, METRO's Duwamish Clean Water Plan and King County's River of Green Recreation Plan. King County will operate and maintain completed park improvements.