

**MEMORANDUM OF UNDERSTANDING for PARTNERSHIP and COOPERATION  
between KING COUNTY and the PORT OF SEATTLE**

This Memorandum of Understanding (“MOU”) is hereby entered into by and between King County, hereinafter referred to as the “County” and the Port of Seattle, hereinafter referred to as “the Port”. The Port and the County are also referred to in this MOU collectively as “the Parties”, and individually as a “Party.”

**RECITALS**

**WHEREAS**, The Port of Seattle is a municipal corporation, with authority under Title 53 RCW of the laws of the State of Washington, and other federal, state and local laws, to engage in economic development in Port-related industries; and

**WHEREAS**, King County, in accordance with the Constitution of the State of Washington, is authorized to provide regional county governance and services to all residents of the county; and

**WHEREAS**, In 2017, the Port of Seattle Commission, as part of the Century Agenda, set a 10-year goal of having 10% of the fuel used at Sea-Tac Airport to be from sustainable sources found in the region; and

**WHEREAS**, The Port has allocated funds to evaluate the technical, logistical and financial feasibility of converting regional Municipal Solid Waste to sustainable liquid fuels, including on-road, maritime, and aviation; and

**WHEREAS**, The King County Solid Waste Division (SWD) is responsible for managing the region’s Municipal Solid Waste (MSW); and

**WHEREAS**, SWD is guided by its vision to achieve Zero Waste of Resources by 2030, which includes innovative waste prevention, recycling, and resource recovery programs; and

**WHEREAS**, The King County Council has directed SWD to explore the feasibility of converting some or all of the County-managed MSW into sustainable aviation fuel (SAF); and

**WHEREAS**, In support of the collaboration and partnership contemplated by this MOU, the Port and the County have each identified up to a maximum \$250,000 (for a total of \$500,000) in funding to be equally provided in a 50-50 cost-share agreement in furtherance of an MSW-to-SAF feasibility study;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants of the Parties contained herein, the Parties hereto agree as follows:

**1. STATEMENT OF WORK**

The Port and the County mutually agree to the following:

1. Each Parties’ investments will be used to fund the MSW-to-SAF scope of work, as defined in the forthcoming request for proposals (RFP).

2. The Port will issue the RFP and provide the County an opportunity to participate as a voting member (using a consensus-based approach) in the evaluation committee to review and select successful proposer(s), in accordance with the Port's RFP selection process.
3. The Port will provide written acknowledgement of the County's partnership in any resulting work product from this procurement, RFP, and resulting contract(s).
4. The Port will, in its sole discretion, enter into contracts with the successful proposer(s) selected by the evaluation committee.
5. The County will compensate the Port in one lump-sum payment for the costs associated with the MSW-to-SAF study contract. The lump sum shall be transferred to the Port upon contract execution for 50% of the value of the contract up to a maximum of \$250,000. Fifty percent of any unspent funds greater than \$1,000 remaining at contract completion or fulfillment of the scope of work by the contracted party shall be returned to the County within 60 days after the termination of the contract and written request by the County.
6. The County will review the RFP document within 14 days of receipt. The Scope of Work for the RFP, including the evaluation criteria for reviewing proposals, shall be reviewed and approved within 14 days of receipt. Work products resulting from the contract will be reviewed by both parties on the same schedule determined in the contract. If either party fails to meet the review deadlines, the documents will be considered approved. During solicitation, a procurement schedule will be shared with the County for agreement.

### **Project Management**

The Port and the County have designated formal points of coordination for this MOU. The Designated Representatives shall communicate regularly to discuss the status of the tasks to be performed, identify upcoming decisions related to the RFP, provide information necessary to inform those decisions and to resolve issues or disputes related to the RFP consistent with this MOU.

The Designated Representatives are:

King County

Morgan John

Port of Seattle

Stephanie Meyn

The Parties may change Designated Representatives by written notice to the other Parties during the term of the MOU.

### **2. PERIOD OF PERFORMANCE**

The term of this MOU shall be two years commencing from the last signature date of the MOU unless terminated earlier in accordance with this MOU.

### **3. PAYMENT BILLING PROCEDURE**

The Port shall submit an invoice to the County after execution of the contract under the RFP. Payment will be made by King County within thirty (30) days of receipt of such invoice. The total payment under this MOU shall not exceed \$250,000.

### **4. RECORDS MAINTENANCE**

The Parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance

of the services described herein. These records shall be subject to inspection, review or audit by personnel of both Parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this MOU will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this MOU to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. The furnishing party shall mark documents that it reasonably believes are or may be subject to an exemption from disclosure under the Public Records Act prior to transmittal to the receiving party.

The Port shall provide copies of the original pre-award and post-award documentation, including any amendments if applicable, for the County's record keeping and/ or responses to audit or other information requested.

#### **5. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this MOU shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

#### **6. MOU ALTERATIONS AND AMENDMENTS**

This MOU may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

#### **7. TERMINATION FOR CONVENIENCE**

Either party may terminate this MOU upon 30 days' prior written notification to the other party.

#### **8. DISPUTES**

Any disputes or questions of interpretation of this MOU that may arise between the Port and the County shall be governed under these Dispute Resolution provisions. The Port and the County agree that cooperation and communication are essential to resolving issues efficiently. If disputes about the implementation of this MOU arise, the designated contact persons for the Port and the County shall meet to discuss the issues and attempt to resolve the dispute in a timely manner. If the designated contact persons are unable to resolve the dispute, then the Parties may pursue any legal remedies. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this MOU in the same manner and under the same terms as existed prior to the dispute.

#### **9. GOVERNANCE**

This MOU shall be governed by and construed in accordance with the laws of the State of Washington. The King County Superior Court in Seattle, Washington shall have exclusive jurisdiction and venue over any legal action arising under this MOU.

**10. ASSIGNMENT**

The work to be provided under this MOU, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**11. INDEMNIFICATION**

Each party to this MOU will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this MOU. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this MOU. To the maximum extent allowed by law, the Parties shall protect, defend, indemnify, and save harmless each other, their officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from the Parties' own negligent acts or omissions in connection with performance of activities under the terms of this MOU. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. This indemnification shall survive the termination of this MOU.

**12. WAIVER**

A failure by either party to exercise its rights under this MOU shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this MOU unless stated to be such in a writing signed by an authorized representative of the party and attached to the original MOU.

**13. SEVERABILITY**

If any provision of this MOU or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this MOU which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this MOU, and to this end the provisions of this MOU are declared to be severable.

**14. ALL WRITINGS CONTAINED HEREIN**

This MOU contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

**15. CONTRACT MANAGEMENT**

Port of Seattle shall administer the funds under this MOU. For purposes of notice, the program manager for each of the Parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this MOU. Any notice required or permitted to be given pursuant to this MOU shall be by electronic mail to the Designated Representatives. The Port shall provide to the County any progress reports on the Contract resulting from the RFP, including copies of invoices, small and MWBE business participation goals and process documentation, and discuss any changes to the schedule prior to approval with the County.

