

INTERLOCAL AGREEMENT
THE CITY OF SEATTLE, DEPARTMENT OF TRANSPORTATION
AND
THE MUCKLESHOOT TRIBE

This Interlocal Agreement (“Agreement”) is entered into by and between the City of Seattle, Department of Transportation (hereinafter referred to as the “City”), and the Muckleshoot (bəqəlsʉt) Tribe, a federally recognized Indian Tribe (hereinafter referred to as the “Tribe”). The City and the Tribe shall be collectively referred to in this Agreement as the “Parties” and individually as a “Party.”

WHEREAS, the City is authorized to enter into this Agreement with the Tribe pursuant to Revised Code of Washington 39.34 (the Interlocal Cooperation Act); and

WHEREAS, the City Department of Transportation manages the Fauntleroy Expressway (“Fauntleroy Expressway”) columns located near 47°34'18.9"N 122°21'35.7"W in the County of King, Washington; and

WHEREAS, the City agrees to provide the columns of the Fauntleroy Expressway, located near 47°34'18.9"N 122°21'35.7"W, as the canvas for the Tribe’s collective art (the “Column Murals”);

WHEREAS, the Parties acknowledge that the location of the Fauntleroy Expressway exists on the lands and near the waters that are the ancestral territory of the Tribe’s Duwamish ancestors—the original stewards of the land; and

WHEREAS, the Parties concur that the Fauntleroy Expressway columns offer a unique canvas for the Tribe’s Art, promoting a deeper sense of connection and belonging to the region while also educating the public about the history and contributions of the Tribe; and

WHEREAS, the Tribe agrees to collaborate with The Suquamish (suq̓ʷabš) Tribe, a federally recognized Indian Tribe (hereinafter referred to as the “Collaborating Tribe”) in the installation of the Column Murals; and

WHEREAS the City shall enter into a separate Interlocal Agreement with the Collaborating Tribe with the same terms as stated within this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Project Description and Location: The City shall provide funding to the Tribe for the creation of the Column Murals on designated columns of the Fauntleroy Expressway, located at 47°34'18.9"N 122°21'35.7"W (Appendix A). The objective of this project is to honor the

indigenous peoples whose homeland, hunting, and fishing territories now constitute the City of Seattle. The Tribe shall cooperate with the Collaborating Tribe in the selection of artists and designs, as well as the execution of the Column Murals on the specified columns (Appendix A).

2. **Payment:** In consideration of the Tribe's responsibilities regarding the Column Murals, which shall be completed within the year 2024, the City agrees to pay a total sum of sixty-six thousand US dollars (\$66,000). The payment structure shall be as follows:
 - a. Twenty-five percent (25%) of the total sum, amounting to sixteen thousand five hundred US dollars (\$16,500), shall be paid upon the execution of this Agreement.
 - b. Forty percent (40%) of the total sum, amounting to twenty-six thousand four hundred US dollars (\$26,400), shall be paid upon the City's approval of the selected artists and art design.
 - c. The remaining thirty-five percent (35%) of the total sum, amounting to twenty-three thousand one hundred US dollars (\$23,100), shall be paid upon the successful completion of the Column Murals within the year 2024.
3. **Column Selection:** The Tribe and Collaborating Tribe shall equally divide up no more than fourteen (14) and no less than seven (7) of the marked columns highlighted in Appendix A for the collaborative installation of the Column Murals.
4. **Term.** This Agreement shall remain in full force and effect from the date when approved by each party's legislative body and last signed by an authorized representative of each party (the "Effective Date") until five (5) years from the Effective Date.
5. **Design Approval Process:** Before commencing the Column Murals, the Tribe shall submit the proposed design and a narrative for each design to the City for review and approval. The City's design review will focus on ensuring that the Column Murals' colors do not mimic those used in traffic signage and that the content does not contain offensive material directed toward any group of people. The City shall retain the right to review and provide feedback on the proposed design within thirty (30) days from the date of receipt of the submission. In the event that the City raises any concerns or objections regarding the proposed design, both Parties shall collaborate in good faith to address and resolve such concerns or objections. If the Parties are unable to reach a consensus on a mutually acceptable design, they may engage the services of a third-party mediator to assist in resolving the dispute.
6. **Application Process and Permit:** The Tribe shall adhere to the recommendations provided by the City concerning the Column Murals installation to ensure optimal and long-lasting results, as well as ease of cleaning in the event of graffiti. Recommendations may include, but are not limited to, the following: installation within the dry season of 2024 (e.g. June – August); preparation of columns (e.g. power washing, priming), application of quality exterior latex paint; mural protection (e.g. MuralShield), graffiti protection (e.g. Sherwin-Williams Anti-Graffiti Coating). The City shall be responsible for obtaining and covering the cost of any

necessary permits for the Column Murals. The Tribe shall be responsible for securing traffic control support from a licensed traffic control provider (Appendix B).

7. Maintenance and Repair of the Column Murals: The Tribe and the City shall share the responsibility of maintaining and repairing the columns and Column Murals as set forth herein. The City shall be responsible for the columns, while the Tribe shall be responsible for the murals. Both parties shall conduct an annual inspection of the Column Murals for maintenance needs and coordinate an on-site review each year. If any issues are discovered during a period outside of the annual review, either party will notify the other party of the concerns via email. It is recommended that The Tribe set aside a reserve fund for maintenance purposes. This reserve fund will help cover the costs of maintenance and repair of the Column Murals over its expected lifespan and shall be managed by the Tribe. The City shall perform routine maintenance on the columns, as per an agreed-upon schedule, and inspect the Column Murals annually for any damage or issues. The Tribe shall be responsible for the maintenance and repair of the Column Murals on the columns, including removal of graffiti or vandalism, and shall inspect it periodically to ensure its integrity. If either party notices any damage to the Column Murals or the columns, they shall promptly notify the other party. The City may perform alterations or repairs to the structure of the Fauntleroy Expressway as necessary, which may result in damage or removal of the Column Murals; the City shall not be held liable for any such alterations or removal, provided, however, that the City will comply with all applicable provisions of the Visual Artists Rights Act of 1990 (VARA) in any alteration or repair to the structure of the Fauntleroy Expressway. The Tribe shall communicate with the City and the artist in case maintenance or repairs are needed and seek mutual agreement. In case of disagreement, the dispute resolution process set forth in Section 18 shall be followed. The Tribe shall also be responsible for the removal of the mural per the approved plan and at no cost to the City if the Tribe wishes to remove the Column Murals. The duration of this Agreement shall be five (5) years from the Effective Date of this Agreement, as set forth in Section 4.
8. Ownership of the Column Murals: In accordance with the Visual Artists Rights Act (VARA) and other applicable laws that protect artists' works, the Tribe shall retain ownership of the Column Murals installed on the columns. The City shall not acquire any ownership interest in the Column Murals as a result of this agreement.
9. Compliance with the Visual Artists Rights Act: The Parties agree to comply with all applicable provisions of the Visual Artists Rights Act of 1990 (VARA), 17 U.S.C. § 106A, in relation to the Column Murals. The Parties shall take all reasonable steps to protect the rights of the artists involved in the creation of the Column Murals under VARA, including but not limited to providing appropriate notices, obtaining any necessary waivers or consents, and ensuring that any maintenance, repairs, or modifications to the Column Murals are carried out in a manner consistent with the rights of the artists under VARA. In the event of any conflict between the provisions of this Agreement and the requirements of VARA, the Parties agree to comply with VARA and to negotiate in good faith any necessary amendments to this Agreement in order to ensure compliance with VARA.

10. **Publicity and Recognition:** The City shall acknowledge the contribution of the Tribe to the design and implementation of the Column Murals on the columns through appropriate signage and public recognition. The Tribe shall have the right to use images of the Column Murals in promotional materials and publications, provided that the City is credited as the owner of the columns.
11. **Severability:** In the event that any provision of this Agreement conflicts with existing laws, such provisions shall be severable, and the remaining provisions of this Agreement shall remain in full force and effect.
12. **Compliance with Law:** The parties to this Agreement shall comply with all applicable Federal, Tribal, State, and Local laws and ordinances.
13. **No Joint Undertaking:** Nothing in this Agreement shall be construed to make or render the parties hereto partners, joint venturers, or participants in any joint undertaking whatsoever.
14. **Each Party (the "Indemnifying Party")** agrees to defend, indemnify, and hold harmless the other Party (the "Indemnified Party"), its officers, employees, and agents from and against any and all claims, damages, losses, expenses, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the performance of the obligations under this Agreement, but only to the extent such claims, damages, losses, expenses, and liabilities are caused by the negligent acts, errors, omissions, or willful misconduct of the Indemnifying Party, its officers, employees, or agents.
15. In the event that a claim or action is brought against either Party arising from the other Party's performance under this Agreement, that Party shall promptly notify the other Party of such claim or action and cooperate fully in the defense and resolution of said claim or action. Neither Party shall enter into any settlement or assume any liability on behalf of the other Party without the prior written consent of the other Party.
16. **Entire Agreement:** This Agreement and any written attachments or Amendments thereto, constitutes the complete contractual agreement of the Parties and any oral representations or understandings not incorporated herein are excluded.
17. **Execution of Counterparts:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one instrument.
18. **Disputes:** The parties intend to resolve their disputes arising under this Agreement through direct discussion and, if such is not possible, then through a dispute resolution framework established below. All stated time frames for resolving disputes may be lengthened by mutual consent.
 - a. **Direct Discussions.** To initiate dispute resolution under this Section, the complaining party will first submit a written complaint letter to the representative of the party

against whom a dispute is lodged, stating therein the nature of the dispute, the requested resolution, and the factual basis supporting the requested resolution. The responding party will, within twenty (20) working days of receiving the complaint letter, provide a written response, stating its agreement or disagreement with the nature of the dispute and the requested resolution. If the responding party disagrees with the complaint or the proposed resolution, the written response must provide at least one alternate resolution and the factual basis supporting such resolution(s). Thereafter, the lead representatives of each party will, for thirty (30) working days, make a good faith attempt to resolve the dispute through one or more direct discussions.

- b. Mediation. If direct discussions between the parties fail to resolve the dispute, any participating party may, within five (5) business days of completing the direct discussion process, make a written request for mediation to be conducted in Washington State. If all participating parties agree to engage in mediation, the parties shall seek a mutually acceptable mediator.
- c. The Parties shall have no right to seek relief in a court of law until and unless the dispute resolution process outline herein has been exhausted.

19. Notice: Notices should be provided by First Class US mail and email. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a Party shall from time to time direct:

City of Seattle:

Stefan Winkler, SDOT
PO Box 34996
Seattle, WA 98124-4496
Tel.: (206) 580-9118
Email: Stefan.Winkler@seattle.gov

Muckleshoot Tribe:

Stephanie James
House of Muckleshoot Culture
38909 172nd Ave SE
Auburn, WA 98092
Tel.: (253) 876-3013
Email: Stephanie.James@muckleshoot.nsn.us

Any Party may from time to time, by written notice given to the other pursuant to the terms of this Section, change the addresses or designees to which notices shall be sent or designate one or more additional Persons to whom notices are to be sent.

20. Termination: Any Party may individually terminate this Agreement upon thirty (30) calendar days prior written notice to the other Party.

21. Signatures: The following parties hereby agree to all the terms and conditions of this Interlocal Agreement:

SEATTLE DEPARTMENT OF TRANSPORTATION

Greg Spotts
SDOT Director

Date

STATE OF _____)
_____) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____, a _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

☐ (Check if applicable) This notarial act involved the use of communication technology.

DATED this _____ day of _____, 20____.

NOTARY PUBLIC in and for the State of _____, residing at _____

Name (printed or typed)
My appointment expires: _____

Muckleshoot Tribe

Jaison Elkins
Muckleshoot Tribal Council Chairperson

Date

STATE OF _____)
) ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____, a _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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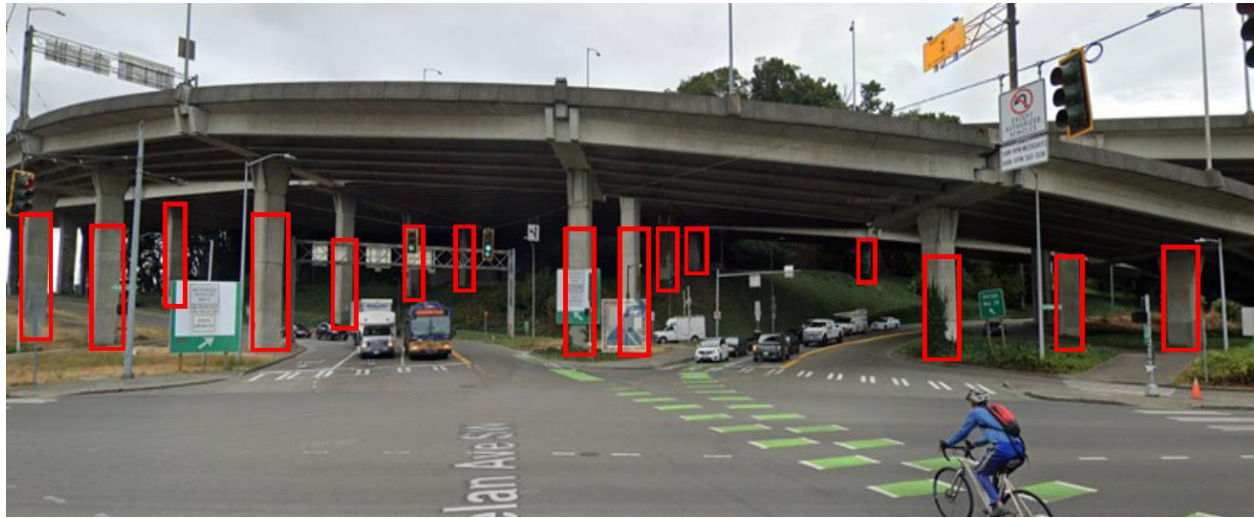
DATED this _____ day of _____, 20____.

NOTARY PUBLIC in and for the State of _____,
_____, residing at _____

Name (printed or typed) _____
My appointment expires: _____

Appendix A: Site Location and Column availability

47°34'18.9"N 122°21'35.7"W



Appendix B: Traffic Control Cost Sheet



Traffic Control Proposal for

Seattle's Finest
Security & Traffic Control, LLC
President: Raleigh Evans
Mobile phone: (253) 225-1056
E-mail: rjevans@seafinest.com
Website: www.seafinest.com

Thank you for reaching out, and for the opportunity to provide Officers for traffic control on your project.

This is an official proposal, with the current rates and terms to provide Uniformed Police Officers (UPO's) for traffic control. Seattle's Finest operates as an employer, with all Officers on our payroll as employees, and covered by L&I, Employment Security, and a \$6,000,000 per occurrence / \$7,000,000 aggregate General Liability Insurance policy.

Our rates are inclusive and cover the Officer's pay and all overhead costs. These rates will be good for the duration of 2022, with the exception of any unforeseen law or regulatory changes that are not cost neutral. Our rates are as follows:

- Base Rate- \$94.00/hour Monday through Friday, 6am-6pm, up to 8 hours.
- Night Differential / Saturday Rate- \$111.00/hour weekdays 6pm-6am, and hours on Saturday- up to 8 total hours. Anything over 8 hours goes to \$145.00/hr.
- Premium rate- \$145.00/hour all Overtime, Sunday, Holiday, and Last Minute or Emergency call-out requests (Less than 24-hour notice).
- Cancellations require 24-hour notice; otherwise, a 4-hour minimum show-up applies at that day's standard rate. A 4-hour minimum show-up applies at all times. Officers are entitled to a 30-minute paid lunch if they work 6 hours or more. If not, 30 minutes will be added to their total hours for the shift.
- There are 11 holidays that require Holiday pay. These holidays are based on the paid holidays recognized by the largest Law Enforcement Agencies in

Washington State. The following 9 holidays are charged a holiday rate of \$145/hour:

New Year's Day
Martin Luther King Jr. Day
Presidents Day
Memorial Day
Labor Day
Veteran's Day
Thanksgiving Day, Day following Thanksgiving Day
Christmas Day

- The following 2 holidays are charged a holiday rate of \$160/hour:

New Year's Eve
Independence Day / 4th of July

Rates for 2023 and beyond have not been decided yet. Our company philosophy is that we only raise our rates to cover increases in our costs that negatively impact our profitability. The rates for 2022 represent our first change in rates in 3 ½ years. We think it would be wise to build in an annual increase of 10% to cover potential costs increases; but we anticipate rate changes, if any, to be considerably less than this amount.

We bill weekly, and payment is due upon receipt. Payment is expected within 15 business days or a 1% late fee per month will be applied.

Please feel free to call me with any questions you may have. I am always available to you at the above number, and we look forward to the opportunity to serve you.

Sincerely,

Raleigh J Evans
President / Co-Owner
Direct: 253-225-1056 Web: www.sea finest.com

