

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SHORELINE AND THE CITY OF SEATTLE
FOR UTILIZATION OF THE SEATTLE CONSERVATION CORPSTS TO
ACCOMPLISH CITY OF SHORELINE TRAIL MAINTENANCE PROJECTS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by the City of Shoreline and the City of Seattle, both municipal corporations of the State of Washington.

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, two or more public entitles may contract with one another to perform governmental services, which each is by law authorized to perform;

WHEREAS, the City of Seattle (“Seattle”) has established the Seattle Conservation Corps (“Corps”), a program within Seattle’s Parks and Recreation department that provides employment for people experiencing homelessness by performing projects that benefit the community and the environment;

WHEREAS, the City of Shoreline (“Shoreline”) owns numerous public parks that require regular trail maintenance to ensure those trails are usable by members of the public;

WHEREAS, Shoreline has unsuccessfully sought to contract with private entities and/or non-profit organizations to perform regular trail maintenance;

WHEREAS, Shoreline and Seattle find it mutually beneficial and in the public interest for Shoreline to contract with Seattle for the provision of trail maintenance in certain City-owned parks;

WHEREAS, Seattle has the necessary personnel and equipment within the Corps and is willing to undertake the obligations described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained in this Agreement, the Parties agree as follows:

I. Incorporation of Recitals

The foregoing Recitals are incorporated in and made a part of this Agreement.

II. Non-Exclusive Agreement.

This Agreement is non-exclusive. Nothing in this Agreement prevents Shoreline from obtaining similar services from other entities or prevents Seattle from providing such services to other entities, public or private.

III. Effective Date; Term.

- A.** This Agreement shall become effective on the date of the last signature of the Parties.
- B.** The Term of this Agreement shall be one (1) year from the Effective Date, unless extended or terminated by mutual agreement of the Parties. This Agreement shall

automatically renew in four (4) one (1) year increments, for a maximum term of five (5) years unless terminated as provided herein.

- C. Any Party may terminate this Agreement with sixty (60) calendar days prior written notice to all of the other Party. If Shoreline is the terminating party, Shoreline shall still be responsible for the cost of work performed by the Corps upon and until the effective date of termination.

IV. Scope of Work

- A. The Corps shall perform trail maintenance and vegetation watering at the Shoreline park locations identified in a Work Order issued by the City. The Work Order shall denote the type of work required, the schedule for the work, and the estimated labor and material costs, consistent with the rates set forth in Section V below. Shoreline shall not compensate for any work performed without a Work Order or outside of the scope of the Work Order.
- B. Trail maintenance includes, but is not limited to, trail brushing, tread and box/check step maintenance, trail grading, invasive plant removal (blackberry), water bar maintenance, upstream sediment removal, bridge and boardwalk maintenance and installation, and trash and debris removal. Vegetation watering includes watering of identified vegetation, such as trees, per the schedule in a Work Order and at a volume of water necessary to ensure survival of the identified vegetation.
- C. Seattle shall make Corps employees available to Shoreline in the same structure that it normally makes Corps employees available to other Seattle departments or entities. The basic structure is a crew of five (5) individuals and one (1) supervisor or five (5) individuals and one (1) lead.
- D. Seattle shall provide personal protection equipment and training, basic hand and power tools, watering equipment, any specialized equipment including fall restraint systems, transportation to and from the park location, and training and education in ecological restoration.
- E. Shoreline agrees and understands that Corps employees are Seattle employees and that Seattle's use of Corps' employees has precedent over Shoreline's.

V. Compensation and Invoicing

- A. **Compensation.** Compensation shall not exceed \$100,000.00 per year.
- B. **Rate.** Shoreline will pay Seattle for services rendered at the following rates which includes an overhead calculation Figure 2.44 of the base rate for overhead costs and expenses:

Title	Base Rate	Billing Rate
Project Manager	\$55.59	\$135.64
Senior Supervisor	\$40.69	\$ 99.28
Supervisor	\$36.65	\$ 89.43
Lead Corps Member	\$19.85	\$ 48.93
Corps Member	\$18.69	\$ 45.60

C. Rate Adjustment. Rates shown in Section V(B) above shall be maintained until at least December 31, 2023. Afterwards, Rates may be adjusted based on an increase in the Base Rate or an increase in the overhead calculation figure. Any such adjustment shall be set forth in a mutually agreed upon amendment to this Agreement.

D. Invoicing. Seattle will provide Shoreline with an itemized invoice referencing the Work Order number, hours and days of work, the gross hourly wage of Corps employees performing the work, and a summary of the services provided. Itemized invoices should be emailed to accountspayable@shorelinewa.gov. Shoreline will compensate Seattle for the invoiced amount within forty-five (45) calendar days of the date of the invoice.

VI. Independent Relationship.

The nature of the relationship between Shoreline and Seattle during the term of these services shall be that of an independent contractor, not an employee or an agent for Shoreline. Seattle, not Shoreline, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, Seattle shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work where scheduling of attendance or performance is critical to completion and shall retain the right to designate the means of performing the services covered by this Agreement. Seattle shall be responsible for compensating individuals providing services under this Agreement and withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to each individual providing services under this Agreement.

V. Indemnification.

A. No Assumption of Liability. In no event do the Parties intend to assume any responsibility, risk, or liability of any other Party or otherwise with regard to any Party's duties or any act, statute, or regulation of local, state, or federal law.

B. Hold Harmless. To the maximum extent permitted by law, each Party shall indemnify and hold harmless the other Party and its agents, employees, and officers, from and against all claims, judgments, awards, costs and/or other actions arising from any negligent or intentional act or omission of the indemnifying Party, its agents, employees, and officers and shall defend at its own expenses any and all claims, demands, suits, actions, penalties, damages, or costs, of whatsoever kind or nature, brought against the other Parties arising out of, in connection with, or incident to this Agreement and the indemnifying Partner's negligent performance under this Agreement. In the event of any such liability arising from the concurrent negligence of the indemnifying Party and another Party, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying Party.

VI. Public Records.

The Parties acknowledge that they are governmental agencies subject to Washington's

Public Records Act, chapter 42.56 RCW, and, as such, this Agreement and records arising from the performance of this Agreement are public records subject to disclosure unless an exemption applies. The Parties will retain this Agreement and all records related to this Agreement consistent with the records retention schedule for contracts/agreements issued by the Washington Secretary of State pursuant to chapter 40.14 RCW.

VII. Insurance.

Each Party shall maintain insurance coverage in accordance with its own standard insurance requirements. The Parties acknowledge that Seattle is self-insured, and Shoreline is a member of the Washington Cities Insurance Authority.

VIII. Notice.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700

Manager – Seattle Conservation Corps
City of Seattle
7727 63rd Avenue NE, Suite 201
Seattle, WA 98115
(206) 684-0190

IX. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental, or physical handicap or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability.

X. General Provisions.

A. Jurisdiction and Venue. This Agreement shall be interpreted pursuant to the laws of the State of Washington and any judicial action arising from this Agreement shall be

in King County Superior Court.

- B. Legal Relations.** This Agreement shall be governed by the laws of the State of Washington. The Parties shall each comply with all applicable local, state, and federal laws and regulations.
- C. No Third-Party Rights.** This Agreement is for internal management purposes of the Parties involved. It shall not be construed to provide a private right or cause of action for or by any person or entity. Nor, shall it be enforceable in law by anyone other than the Parties.
- D. Execution of Counterparts.** This Agreement may be executed counterparts, all of which shall be regarded for all purposes as an original.
- E. Entirety.** This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements, or communications, whether written or oral, that have been made by the Parties.
- F. Severability.** In case any provision in this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
- G. Interlocal Cooperation Act.** No special budgets or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this undertaking, nor is the acquisition, holding, or disposing of real or personal property, other than as specifically provided within the terms of this Agreement, anticipated.
- H. Filing.** Executed copies of this agreement shall be filed in accordance with RCW 39.34.040.

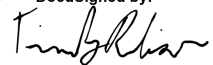
IN WITNESS WHEREOF, each person executing this Agreement on behalf of a Party represents and warrants that they are fully authorized to execute this Agreement of behalf of the Party for which they are signing on the date indicated next to their signatures.

City of Shoreline

City of Seattle

DocuSigned by:

07BF974794AB418...

DocuSigned by:

4BA314D50EA946D...

By: Bristol Ellington

By: Timothy Robinson

Title: City Manager

Title: Manager 1

Date: 9/12/2023

Date: 9/12/2023

2023 SEATTLE CONSERVATION CORPS, DEPARTMENT OF PARKS & RECREATION

2023 ESTIMATING WORKSHEET

Project Name	Project Manager + Phone Number	Division/ Department
Innis Arden improvement project	Anthony Lowe	Parks
SCC Contact + Phone Number		Date
Nick Borer	206-801-2321	12/28/22

Construct steps on slop and cut back vegation on trail

Labor	#Wrkrs	Days	Hrly Rate	Subtotal With Overhead	Cost
Project Manager			\$55.59	\$0.00	
Sr. Supervisor	1	1	\$40.69	\$794.27	
Supervisor	1	35	\$36.65	\$25,039.28	
Crew Lead	1	35	\$19.85	\$13,561.52	
Laborer & Specialist	4	35	\$18.69	\$51,076.03	
				\$0.00	

Subtotal, Labor \$90,471.10

Material & Equipment*	Quantity	Unit	Unit Cost	Subtotal	Cost
4 x 8 Treated Lumber	30		\$105.73	\$3,171.90	\$3,171.81
4 bar - 2 ft	50			\$0.00	\$84.83
12" Nails				\$0.00	\$114.45
5/8 minus	3		\$59.00	\$177.00	\$200.00
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
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				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Subtotal, Material & Equipment					\$3,348.90

Disposal *	Type	Unit Cost	Subtotal	Cost
			\$0.00	
			\$0.00	
			\$0.00	

Subtotal Disposal \$0.00

Subcontractor*	Work Description	Unit Cost	Subtotal	Cost
			0	
			0	
			0	

Subtotal, Subcontractor * \$0.00

TOTAL COST OF PROJECT \$97,391.09

NOTES -

Certificate Of Completion

Envelope Id: 21EF23908F2142D7B4108528116D2231	Status: Completed
Subject: Interlocal Agreement for Seattle Conservation Corps	
Source Envelope:	
Document Pages: 6	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Renee Blough
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	17500 Midvale Ave N
	Shoreline, WA 98155
	rblough@shorelinewa.gov
	IP Address: 146.129.242.52

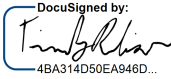
Record Tracking

Status: Original	Holder: Renee Blough	Location: DocuSign
9/12/2023 9:14:12 AM	rblough@shorelinewa.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Shoreline	Location: DocuSign

Signer Events

Timothy Robinson
 Tim.Robinson@seattle.gov
 Manager 1
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Drawn on Device
 Using IP Address: 156.74.250.13

Timestamp

Sent: 9/12/2023 9:18:08 AM
 Viewed: 9/12/2023 9:21:54 AM
 Signed: 9/12/2023 9:32:22 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/12/2023 9:21:54 AM
 ID: 426b4b58-49aa-4dbf-9218-35bf3e97ed6e

Bristol Ellington
 bellington@shorelinewa.gov
 City Manager
 City of Shoreline
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 07BF974794AB418...
 Signature Adoption: Pre-selected Style
 Using IP Address: 146.129.242.52

Sent: 9/12/2023 9:32:23 AM
 Viewed: 9/12/2023 12:52:24 PM
 Signed: 9/12/2023 12:52:43 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/12/2023 9:18:08 AM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	9/12/2023 12:52:24 PM
Signing Complete	Security Checked	9/12/2023 12:52:43 PM
Completed	Security Checked	9/12/2023 12:52:43 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Shoreline (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Shoreline:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: clk@shorelinewa.gov

To advise City of Shoreline of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at clk@shorelinewa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Shoreline

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to clk@shorelinewa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Shoreline

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to clk@shorelinewa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Shoreline as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Shoreline during the course of your relationship with City of Shoreline.