



SEATTLE CITY COUNCIL

Legislative Summary

CB 118800

Record No.: CB 118800

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125236

In Control: City Clerk

File Created: 08/17/2016

Final Action: 12/21/2016

Title: AN ORDINANCE related to the City Light Department; authorizing and directing the General Manager and Chief Executive Officer of City Light to execute an Interlocal Agreement with the Kalispel Tribe of Indians.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Sawant

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 – Kalispel Tribe Interlocal Agreement

Drafter: Mike.Haynes@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

Yes

No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	08/30/2016	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	08/30/2016	sent for review	Council President's Office			
	Action Text:	The Council Bill (CB) was sent for review. to the Council President's Office					
	Notes:						
1	Council President's Office	09/01/2016	sent for review	Energy and Environment Committee			
	Action Text:	The Council Bill (CB) was sent for review. to the Energy and Environment Committee					
	Notes:						
1	Full Council	09/12/2016	referred	Energy and Environment Committee			
1	Energy and Environment Committee	12/13/2016	pass				Pass
	Action Text:	The Committee recommends that Full Council pass the Council Bill (CB).					

Notes:

In Favor: 3 Chair Sawant, Vice Chair Juarez, Member González

Opposed: 0

1 Full Council 12/16/2016 passed Pass

Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:

In Favor: 7 Councilmember Bagshaw, Councilmember Burgess, Councilmember González, Council President Harrell, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien

Opposed: 0

Absent(NV): 1 Councilmember Herbold

1 City Clerk 12/20/2016 submitted for Mayor
Mayor's signature

1 Mayor 12/21/2016 Signed

1 Mayor 12/21/2016 returned City Clerk

1 City Clerk 12/21/2016 attested by City
Clerk

Action Text: The Ordinance (Ord) was attested by City Clerk.

Notes:

CITY OF SEATTLE

ORDINANCE 125236

COUNCIL BILL 118800

AN ORDINANCE related to the City Light Department; authorizing and directing the General Manager and Chief Executive Officer of City Light to execute an Interlocal Agreement with the Kalispel Tribe of Indians.

WHEREAS, the Kalispel Tribe of Indians (“Kalispel Tribe”) is an aboriginal tribe whose lands and heritage range in and around Pend Oreille County, Washington; and

WHEREAS, Kalispel Tribe are adjacent to and overlap with the Boundary Project; and

WHEREAS, Kalispel Tribe operates a training center whose purpose is to provide opportunities in the skilled trades for tribal and community members; and

WHEREAS, the City needs and recognizes the importance of a skilled and viable workforce for the Boundary Project, and supports cultural diversity in the community and its workforce through The City of Seattle’s Race and Social Justice Initiative; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The General Manager and Chief Executive Officer of the City Light Department, or the General Manager and Chief Executive Officer’s designee, is hereby authorized to execute for and on behalf of The City of Seattle the Interlocal Agreement, substantially in the form attached hereto as Attachment 1.

1 Section 2. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 16th day of December, 2016,
5 and signed by me in open session in authentication of its passage this 16th day of
6 December, 2016.

7 

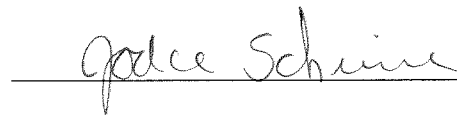
8 President _____ of the City Council

9 Approved by me this 21st day of December, 2016.

10 

11 Edward B. Murray, Mayor

12 Filed by me this 21st day of December, 2016.

13 

14 for Monica Martinez Simmons, City Clerk

15 (Seal)

16 Attachments:

17 Attachment 1 –Kalispel Tribe Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SEATTLE, CITY LIGHT DEPARTMENT
AND
THE KALISPEL TRIBE OF INDIANS
REGARDING THE WORKFORCE DEVELOPMENT and CULTURAL DIVERSITY ELEMENTS PROGRAM**

This Interlocal Agreement (Agreement) is made and entered into by and between The City of Seattle, City Light Department (City Light) and the Kalispel Tribe of Indians, a federally recognized Indian Tribe (The Tribe). City Light and The Tribe are hereinafter referred to jointly in this Agreement as the "Parties."

WHEREAS, the Parties are each authorized to enter into this Agreement pursuant to Revised Code of Washington 39.34 (the Interlocal Cooperation Act); and

WHEREAS, City Light owns and operates the Boundary Hydroelectric Project, FERC No. P2144WA (Boundary Project) in the County of Pend Oreille, Washington; and

WHEREAS, The Tribe is an aboriginal tribe whose lands and heritage range in and around Pend Oreille County and are adjacent to and overlap the Boundary Project; and

WHEREAS, City Light needs and recognizes the importance of a skilled and viable workforce for the Boundary Project and supports cultural diversity in the community and its workforce through the City of Seattle's Race and Social Justice Initiative; and

WHEREAS, The Tribe operates a training center whose purpose is to provide opportunities in the skilled trades for tribal and community members; and

WHEREAS, the Workforce Development and Cultural Diversity Elements Program (Program) exists to develop skills for Tribal members and the community, to the benefit of the Boundary Project.

NOW, THEREFORE, based on the mutual promises and consideration set forth herein, the Parties agree as follows:

AGREEMENT

Section 1. Project Description

Major industries in Pend Oreille County have formed a consortium in support of The Tribe's initiative to create a skilled and sustainable workforce for the Pend Oreille County area in and near the Boundary Project. The goal is to develop a program which encourages Tribal and community members to consider careers in skilled trades while providing employers in the area with a viable, diverse and stable workforce.

The Kalispel Career Training Center (KCTC), owned and operated by The Tribe, was developed to train members of The Tribe and community in the fields of metal fabrication, welding, carpentry, computer design, production and line assembly, shipping and receiving, marketing, job readiness, safety, and work ethics. Along with these classes, other areas of the trades are currently in development. The Program seeks to provide summer internships within The Tribe's enterprises and area businesses as a portion of the education program and as a student incentive. Additionally, KCTC has the potential to provide customized training to supplement employers' current workforce.

Section 2. Payment

For and in consideration of the development of the KCTC and its continuing programs which benefit City Light in the form of creating a skilled, diverse and stable workforce, City Light agrees to pay to The Tribe \$30,000 annually on or before January 15 each calendar year beginning in 2016, for the continued development of the KCTC and Tribal workforce through the Program.

Section 3. Documentation and Reporting Requirements

The Tribe shall provide a narrative and budget annually to City Light on or before December 31 of each calendar year describing the Program's current successes and future plans. This narrative shall document how City Light funds have been allocated and track the number of Tribe members and community members that have been trained in the areas offered and valued by City Light for its workforce.

Section 4. Terms of the Interlocal Agreement

This Agreement shall be in effect immediately upon signing by both Parties and shall remain in effect for the term of five years. Either party may terminate this Agreement without cause within 90 calendar days of written notification.

Section 5. Notices and Deliverable Materials

All notices and other material shall be in writing and shall be delivered or mailed to the following individuals and addresses:

- If to City Light:

Director
Power Production Division
Seattle City Light
700 Fifth Avenue, Suite 3516
PO Box 34023
Seattle, WA 98124-4023

- If to The Tribe:

Colene J. Rubertt
Director of Training and Mentoring
Kalispel Tribe of Indians
P.O. Box 39
Usk, WA 99180

Section 6. Amendments

No modification or amendment of the provisions of this Agreement shall be effective unless in writing and signed by authorized representatives of City Light and The Tribe. The Parties expressly reserve the right to modify this Agreement from time to time by mutual written agreement.

Section 7. 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.

Section 8. Compliance with Law

The Parties to this Agreement shall comply with all applicable Federal, State, and Local laws and ordinances.

Section 9. No Joint Undertaking

Nothing in this Agreement shall be construed to make or render the parties hereto partners, joint ventures or participants in any joint undertaking whatsoever.

Section 10. No Third Party Beneficiaries

This Agreement is entered into solely for the mutual benefit of the Parties hereto. This Agreement is not entered into with the intent that it shall benefit either Party's agents, consultants or contractors and no such other person or entity shall be a third party beneficiary to this Agreement.

Section 11. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The jurisdiction and venue of any action brought hereunder shall be in the Superior Court of King County, Washington at Seattle.

Section 12. No Assignment

This Agreement shall not be assigned in whole or in part by either Party without the prior written approval of the other Party.

Section 13. Indemnity

To the extent permitted by law, the Tribe does hereby release and shall defend, indemnify and hold City Light and its employees and agents harmless from all losses, liabilities, claims, (including claims arising under federal, state, or local environmental laws), costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Tribe's ownership and operation of the KCTC contemplated by this Agreement. IN FURTHERANCE OF THESE OBLIGATIONS, AND ONLY WITH RESPECT TO THE CITY, ITS EMPLOYEES AND AGENTS, THE TRIBE WAIVES ANY IMMUNITY IT MAY HAVE OR LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES IMPOSED UNDER ANY INDUSTRIAL, WORKERS' COMPENSATION, DISABILITY, EMPLOYEE BENEFIT OR SIMILAR LAWS. THE TRIBE ACKNOWLEDGES THAT THE FOREGOING WAIVER OF IMMUNITY WAS MUTUALLY NEGOTIATED AND AGREES THAT THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Section 14. 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.

Section 15. 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.

Section 16. Disputes

The parties intend to resolve their disputes 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 Spokane, Washington or at another place as the parties may agree in writing. If all participating parties agree to engage in mediation, the parties shall seek a mutually acceptable mediator.

(c) Other. In the event of unsuccessful direct discussions or mediation, the parties may mutually agree to arbitrate the dispute. If arbitration is desired, the parties must agree on a mutually acceptable arbitration process, to be evidenced in writing.

Section 17. Limited Waiver of Sovereign Immunity

Nothing in the Agreement is or may be deemed to be a waiver of Tribe's sovereign immunity from suit, which immunity is expressly asserted. Notwithstanding the foregoing, the Tribe hereby expressly consents to be sued in King County Superior Court, provided such consent is only for the purpose of enforcing the Agreement.

This limited consent to suit is to be strictly construed and extends only to an action by one of the parties and only in the circumstances set out in this paragraph. This limited consent to suit is not, and may not be deemed to be, a consent by the Tribe to the levy of any judgment, lien, or attachment of any property or income other than to the extent of a judgment for payment of money due under the terms of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

THE KALISPEL TRIBE OF INDIANS

THE CITY OF SEATTLE, CITY LIGHT DEPARTMENT

Glen Nenema
Chairperson

Michael Haynes
Generation Operations and Engineering Officer

Date

Date