

CITY OF SEATTLE
ORDINANCE 126530
COUNCIL BILL 120259

AN ORDINANCE relating 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 (“the Tribe”) is an independent sovereign tribe whose historic lands and heritage range in and around Pend Oreille County, Washington and are adjacent to and overlap the Boundary Hydroelectric Project; and

WHEREAS, the Tribe operates the Kalispel Career Training Center (“KCTC”) whose purpose is to increase the Tribe’s Workforce Enhancement Initiative through pre-apprenticeship training, mentoring and job shadowing to all community members; and

WHEREAS, the Tribe’s Workforce Enhancement Initiative exists to develop skills for Tribal and community members, in order to ensure a skilled workforce for the community and to the benefit of the Boundary Hydroelectric Project; and

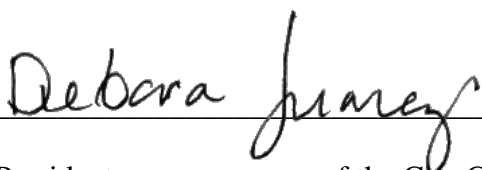
WHEREAS, The City of Seattle needs and recognizes the importance of a skilled and viable workforce for the Boundary Hydroelectric Project, and supports cultural diversity in the community and its workforce through The City of Seattle’s Race and Social Justice Initiative; NOW, THEREFORE,

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’s Officer’s designee, is hereby authorized to execute for and on behalf of The City of Seattle the Interlocal Agreement, substantially in the form of attached to this ordinance as Attachment 1.


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

Passed by the City Council the 1st day of February, 2022,
and signed by me in open session in authentication of its passage this 1st day of
February, 2022.




President _____ of the City Council

☒ Approved / ☐ returned unsigned / ☐ vetoed this 3rd day of February, 2022.



Bruce A. Harrell, Mayor

Filed by me this 3rd day of February, 2022.



Monica Martinez Simmons, City Clerk

(Seal)

Attachments:
Attachment 1 – Kalispel Tribe Interlocal Agreement

INTERLOCAL AGREEMENT
THE CITY OF SEATTLE, CITY LIGHT DEPARTMENT
AND
THE KALISPEL TRIBE OF INDIANS, KALISPEL CAREER TRAINING CENTER
WORKFORCE ENHANCEMENT INITIATIVE

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, City Light is authorized to enter into this Agreement with the Tribe 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. 2144 (“Boundary Project”) in the County of Pend Oreille, Washington; and

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

WHEREAS, City Light & the Tribe recognize the importance of a skilled and viable workforce for the Boundary Project and support cultural diversity in the community and its workforce through The City of Seattle’s Race and Social Justice Initiative and the Tribe’s Workforce Enhancement Initiative; and

WHEREAS, the Tribe operates the Kalispel Career Training Center (“KCTC”) whose purpose is to increase the Tribe’s Workforce Enhancement Initiative through pre-apprenticeship training, mentoring and job shadowing to all community members; and

WHEREAS, the Tribe’s Workforce Enhancement Initiative exists to develop skills for Tribal and community members, in order to ensure a skilled workforce for the community and 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

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. The overarching goal of the KCTC is to develop programs which encourage Tribal and community members to consider careers in skilled trades while providing employers in the area with a viable, diverse, and stable workforce. Along with the above stated training, other areas of the trades are

currently in development. KCTC 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.

KCTC is responsible among other activities for developing, operating, managing, maintaining, and promoting a tribal and community workforce, career development and providing opportunity for investment in employment and career resources on the Kalispel Indian Reservation. The Kalispel Tribe supports education and training in a community-oriented effort to reduce the number of unemployed, low-income residents of the Kalispel Indian Community and its neighbors. Education and Workforce training provides equity access to employment opportunities for the local population. For adults, the goal is not simply job training, but job creation. Authorized by Tribal Resolution NO 2016-39, the Kalispel Tribe's Sustainable Workforce Enhancement Initiative represents the implementation phase of a community-oriented effort. KCTC provides industry standard training in construction, welding and fabrication as well as supported employment activities near the Boundary Project. In partnership with the Carpenters Employers Training Trust Fund a full curriculum of pre-apprenticeship standards have been created at KCTC. Kalispel Career Training Center staff work directly with the Workforce Development Committee of the Pend Oreille Economic Development Council ensuring that industry specific training is up to date and relevant to the community it serves. KCTC also oversees all Supported Employment programs for Tribal and community members. These programs are all paid positions in which apprentices can job shadow journeyman tradesmen, throughout their pre-apprenticeship. Many are hired after their training period to full time permanent positions in the community.

Partnering with the Associated General Contractors, KCTC provides "Head Start to the Construction Trades," to youth during out of school time. This eight-week program gives high school students an opportunity to learn about all the opportunities in the skilled trades including carpentry, plumbing, electrical, flagging, heavy equipment, as well as complete OSHA 10 certification.

KCTC also provides customized training to supplement an employer's current workforce.

Section 2. Payment

For and in consideration of the continued workforce development of the KCTC program 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 Forty Thousand Dollars (\$40,000) per year beginning on or before January 15, 2021 with a three and one-tenths percent (3.1%) escalator annually for the five (5) year duration of the Agreement for the continued support of the KCTC and Tribal Workforce Enhancement Initiative as set forth in the attached Schedule A.

Section 3. Documentation and Reporting

The Tribe shall provide a narrative and budget to City Light on or before December 31 of each year of the term of this Agreement, 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 Tribal members and community members that have been trained in areas offered and valued by City Light for its workforce.

Section 4. Term 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 (5) years. Either party may terminate this Agreement without cause within ninety (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:

<p>If to City Light: Michael Haynes, Assistant General Manager 700 Fifth Avenue, Suite 3516 Seattle WA 98124-4023</p> <p>And</p> <p>Janet Hart, Operations Manager Boundary & Lucky Peak PO Box 219 Metaline Falls, WA 99153-0219</p>	<p>If to the Tribe: Colene Rubertt, Director Career Training PO Box 39 Usk, WA 99180</p> <p>And</p> <p>Lorraine Parlange, Senior Tribal Attorney 934 S. Garfield Rd Airway Heights, WA 99001</p>
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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 venturers, 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 in 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 KCTC contemplated by this Agreement. FOR PURPOSES OF THIS INDEMNITY ONLY, THE TRIBE SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT IT MAY HAVE 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 Washington State. If all participating parties agree to engage in mediation, the parties shall seek a mutually acceptable mediator.

Section 17. Limited Waiver of Sovereign Immunity

Except as specifically stated herein, 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 sections 13 and 17. 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

_____ **Date:** _____

_____ **Date:** _____

Glen Nenema, Chairperson

Michael Haynes, Asst. General Manager

SCHEDULE A

Calendar Year	Inflation Increase	Payable
2021	0%	\$40,000
2022	3.1%	\$41,240
2023	3.1%	\$42,518
2024	3.1%	\$43,836
2025	3.1%	\$45,195