KALISPEL RESOLUTION NO. 2025-69

KALISPEL TRIBAL COUNCIL
KALISPEL INDIAN RESERVATION
USK, WASHINGTON 99180

MEMORANDUM:

TO: Kalispel Business Committee

FROM: Colene McKinney, Director of Special Projects

SUBJECT: Interlocal Agreement between The City of Seattle, City Light Department ("City Light") and the Kalispel Tribe of Indians, Kalispel Career Training Center Workforce Enhancement Initiative

COUNCIL ACTION: APPROVE THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATTLE, CITY LIGHT DEPARTMENT ("CITY LIGHT") AND THE KALISPEL TRIBE OF INDIANS, KALISPEL CAREER TRAINING CENTER WORKFORCE ENHANCEMENT INITIATIVE AND AUTHORIZE THE CHAIRMAN TO EXECUTE THE AGREEMENT.

MOTION: NICK PIERRE

SECOND: CURT HOLMES

COUNCIL MEMBERS	VOTE (YES)	(NO)	ABSTAIN
	X		
	X		
Curt Holmes	V		

COUNCIL ACTIONS: **SIGNED:** Ellen Nenema

FOR: 3 **AGAINST:** 0

ABSTAINED: 0
FOR: 3
AGAINST: 0

DATE: 5-6-25

20250506.01

KALISPEL RESOLUTION NO. 2025- 69

P.O. Box 39
Usk, WA 99180
509.445.1147
509.445.1705 fax

KALISPELTRIBE.COM

RESOLUTION

WHEREAS, the Kalispel Business Committee is the duly Constituted governing body of the Kalispel Tribe by the authority of the Constitution and By-Laws for the Kalispel Tribe; and

WHEREAS, under the Constitution and By-Laws of the Tribe, the Kalispel Business Committee is charged with the duty of protecting the health, security and general welfare of the Kalispel Tribe and all Reservation residents; and

WHEREAS, this duty includes supporting education and training to reduce unemployment within the Kalispel Indian Community and develop a robust, diverse workforce; 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 attached Interlocal Agreement between The City of Seattle, City Light Department ("City Light") and the Kalispel Tribe of Indians, Kalispel Career Training Center Workforce Enhancement Initiative ("Agreement") will provide funding to KCTC to provide training, career development, and career resources for skilled positions to advance these interests; and

WHEREAS, City Light will not execute the Agreement unless the Tribe agrees to a limited waiver of its sovereign immunity; and

WHEREAS, the Tribe agrees to release, defend, hold harmless and indemnify City Light and its employees and agents 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; and

WHEREAS, for purposes of the above indemnification 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

20250506.01

IMMUNITY WAS MUTUALLY NEGOTIATED AND AGREES THAT THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT."

WHEREAS, the Tribe consents to be sued in King County Superior Court for the limited purpose of enforcing the Agreement with the following language:

> "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 paragraphs 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."

WHEREAS, pursuant to Kalispel Law and Order Code ("KLOC") Chapter 35, such limited waivers shall be in writing and must be approved by the Kalispel Business Committee; and

WHEREAS, the Kalispel Business Committee has determined that the benefits of the Agreements outweigh the potential risks of the limited waiver of the Tribe's sovereign immunity under these terms.

THEREFORE, BE IT RESOLVED, pursuant to its authority under Chapter 35 of the Kalispel Law and Order Code, the Kalispel Business Committee agrees to the limited waiver of the Tribe's sovereign immunity contained in the attached Agreement, and authorizes the Chairman to execute it.

CERTIFICATION

The Kalispel Business Committee adopted the foregoing RESOLUTION at a meeting held on the 6th day of May, 2025, at the Tribal office on the Kalispel Indian Reservation near Usk, Washington, with the required quorum present by a vote of 3 FOR and 0 AGAINST.

Glen Nenema
GLEN NENEMA, CHAIRMAN
KALISPEL BUSINESS COMMITTEE
(TERM EXPIRES JUNE 2026)

NICK PIERRE, SECRETARY
KALISPEL BUSINESS COMMITTEE
(TERM EXPIRES JUNE 2025)

20250506.01

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 apprenticeship and 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, electrical, plumbing, operator, CDL, production and line assembly, shipping and receiving, 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. 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 and apprenticeships Many are hired after their training period to full time permanent positions in the community.

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 Fifty Thousand Dollars ($50,000) per year beginning on or before February 1, 2026 for the five (5) year duration of the Agreement for the continued support of the KCTC and Tribal Workforce Enhancement Initiative.

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:

If to City Light:	If to the Tribe:
Michael Haynes, Chief Operating Officer 700 Fifth Avenue, Suite 3516 Seattle WA 98124-4023	Colene Rubertt, Director Career Training PO Box 39 Usk, WA 99180

And Janet Hart, Operations Manager Boundary & Lucky Peak PO Box 219 Metaline Falls, WA 99153-0219	And Lorraine Parlange, Senior Tribal Attorney 934 S. Garfield Rd Airway Heights, WA 99001

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: 06/05/25	_____ Date: _____
Glen Nenema (May 6, 2025 16:56 PDT)	
Glen Nenema, Chairperson	Michael Haynes, Chief Operating Officer

SCHEDULE A

Calendar Year	Inflation Increase	Payable
2026	O%	$50,000
2027	3.1%	$50,1550
2028	3.1%	$52,735
2029	3.1%	$54369
2030	3.1%	$56,054