



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

SUMMARY and FISCAL NOTE*

Department:	Contact Person/Phone:	Executive Contact/Phone:
Seattle City Light	Michael J. Haynes/684-3618	Greg Shiring 386-4085

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation 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.

Summary and background of the Legislation: This legislation enables the City of Seattle/Seattle City Light to enter a 5-year Interlocal Agreement with the Kalispel Tribe of Indians. To support ongoing development of a skilled workforce and cultural diversity in the community surrounding the Boundary Project, the City agrees to provide financial support for the Kalispel Career Training Center as authorized in the Interlocal Agreement. This legislation creates the funding mechanism between the City of Seattle/Seattle City Light and the Kalispel Tribe for development of a skilled and viable workforce within the tribe and local community.

This legislation serves to enhance an already long-term relationship between City Light and the tribe that has been formalized through our FERC license to operate the Boundary Hydroelectric Project.

2. CAPITAL IMPROVEMENT PROGRAM

 This legislation creates, funds, or amends a CIP Project.

3. SUMMARY OF FINANCIAL IMPLICATIONS

 X This legislation does not have direct financial implications.

4. OTHER IMPLICATIONS

- a) **Does the legislation have indirect or long-term financial impacts to the City of Seattle that are not reflected in the above?**
No.
- b) **Is there financial cost or other impacts of not implementing the legislation?**
Not implementing this legislation may limit the capacity of this Training Center, thus impacting the potential benefit to Seattle City Light.
- c) **Does this legislation affect any departments besides the originating department?**
No.

d) Is a public hearing required for this legislation?

No.

e) Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?

No.

f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

g) Does this legislation affect a piece of property?

No.

h) Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?

This legislation represents an element of City Light's RSJI work plan and is designed to support the development of skilled workers through the Kalispel Tribe and the local community in Pend Oreille County.

This Agreement supports the Race and Social Justice Initiative by providing resources for the Kalispel Career Training Center owned and operated by the Tribe. The Tribe's Workforce Development and Cultural Diversity Elements Program support development of a skilled workforce within the community and within the Tribe.

i) If this legislation includes a new initiative or a major programmatic expansion: What are the long-term and measurable goals of the program? Please describe how this legislation would help achieve the program's desired goals.

N/A

j) Other Issues:

List attachments/exhibits below:

STATE OF WASHINGTON -- KING COUNTY

--SS.

345135

No.

CITY OF SEATTLE, CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

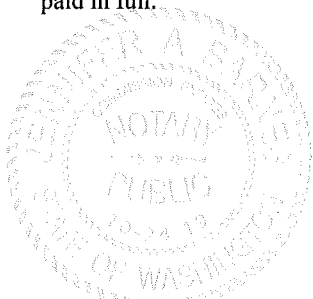
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:125224-236 TITLE ONLY

was published on

01/11/17

The amount of the fee charged for the foregoing publication is the sum of \$216.68 which amount has been paid in full.



Affidavit of Publication

Subscribed and sworn to before me on

01/11/2017

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on December 16, 2016, and published below by title only, will be mailed upon request, or can be accessed at <http://seattle.legistar.com>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Ordinance 125224

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Ordinance 125225

AN ORDINANCE authorizing, in 2016, acceptance of funding from non-City sources; authorizing the heads of the Executive Department, Department of Education and Early Learning, Department of Parks and Recreation, Human Services Department, Seattle Fire Department, Seattle Police Department, Seattle City Light, and Seattle Department of Transportation to accept specified grants and private funding and to execute, deliver, and perform corresponding agreements; and ratifying and confirming certain prior acts.

Ordinance 125226

AN ORDINANCE amending Ordinance 124927, which adopted the 2016 Budget, including the 2016-2021 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; adding new projects; revising project allocations for certain projects in the 2016-2021 CIP; modifying positions; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

Ordinance 125227

AN ORDINANCE relating to the 2016 Budget; amending Ordinance 124927, which adopted the 2016 Budget; changing appropriations to various departments and budget control levels due to changes in City employment compensation; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

Ordinance 125228

AN ORDINANCE relating to housing; amending Sections 14.08.020 and 14.08.050 of the Seattle Municipal Code to add definitions, describe exceptions, and provide a compliance deadline for the first in time provision.

Ordinance 125229

AN ORDINANCE approving and confirming the plat of "Fremont on the Ave" in portions of the Northeast 1/4 of Southwest 1/4 of Section 18, Township 25 North, Range 4 East, W.M. in King County, Washington.

Ordinance 125230

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to acquire by negotiation land and all other necessary property rights in the Taylor Creek area at 10018 Rainier Avenue South, Seattle, Washington, for addressing the identified need for permanent and temporary construction easements for the new alignment of the culvert crossing Rainier Avenue South, and to execute, accept, and record deeds and convenient documents and agreements deemed by the Director to be necessary to this transaction on behalf of the City; placing the conveyed real properties under the jurisdiction of Seattle Public Utilities; and ratifying and confirming certain prior acts.

Ordinance 125231

AN ORDINANCE changing the name of the Seattle Lesbian, Gay, Bisexual, Transgender Commission to the Seattle Lesbian, Gay, Bisexual, Transgender, Queer (LGBTQ) Commission; amending Chapter 3.14 and Section 15.52.005 of the Seattle Municipal Code to reflect the name change.

Ordinance 125232

AN ORDINANCE relating to the Seattle Public Utilities Department; authorizing the Director of Seattle Public Utilities to grant the City of Kenmore limited permission to construct and manage a non-motorized public recreational trail on a portion of utility property in the Tolt Pipeline Right of Way; and authorizing the Director to execute an agreement for this property use.

Ordinance 125233

AN ORDINANCE relating to land use and zoning, expressing City Council's intent for implementation of Chapter 23.58B; amending Sections 23.41.012, 23.58B.010, 23.58B.015, 23.58B.020, 23.58B.025, 23.58B.030, 23.58B.040, 23.58B.050, 23.58B.060, 23.76.006, and 25.05.675 of the Seattle Municipal Code; and repealing Section 23.58B.035 of the Seattle Municipal Code.

Ordinance 125234

AN ORDINANCE relating to the City Light Department; declaring certain real property in Section 16, Township 27 North, Range 5 East, W.M., in Snohomish County, Washington, surplus to utility needs; authorizing the General Manager and Chief Executive Officer to execute a Purchase and Sale Agreement between The City of Seattle and Lennar Northwest, Inc. ("Lennar") for the conveyance of said property to Snohomish County; accepting payment for the true and full value of said property from Lennar; and ratifying and confirming certain prior acts.

Ordinance 125235

AN ORDINANCE relating to the City Light Department; declaring as surplus and authorizing the General Manager and Chief Executive Officer of the City Light Department to partially release three easements for electrical service in King County, Washington; and ratifying and confirming certain prior acts.

Ordinance 125236

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 of publication in the Seattle Daily Journal of Commerce, January 11, 2017.

1/11(345136)