

## **RESOLUTION NO. 3529**

**A RESOLUTION** of the Port Commission of the Port of Seattle authorizing the Chief Executive Officer to enter into an Interlocal Agreement with The City of Seattle to use the services of the Seattle Conservation Corps in Port of Seattle construction projects.

**WHEREAS**, the Seattle Conservation Corps is a division of the City of Seattle's Parks and Recreation Department that provides training and employment opportunities to homeless individuals; and

**WHEREAS**, The City and the Port share an interest in this program because it strengthens economic competitiveness and creates new opportunities for disadvantaged individuals in this region; and

**WHEREAS**, in October 1993, the Port entered into an interlocal agreement with The City of Seattle, Office of Economic Development, to use the services of the Seattle Conservation Corps for certain Port construction projects under the "Working in King County" program; and

**WHEREAS**, in 1998, upon expiration of the 1993 agreement, the Port entered into a new interlocal agreement with The City of Seattle to use the services of the Seattle Conservation Corps for certain Port construction projects for a period of 3 years, up to a maximum payment of \$1,000,000.00 of project authorized funds; and

**WHEREAS**, new three-year interlocal agreements were authorized in 1998, and again in 2001; and

**WHEREAS**, the 2001 interlocal agreement will expire in September, 2004; and

**WHEREAS**, the use of the Seattle Conservation Corps in Port projects has been highly successful; and

**WHEREAS**, the Port wishes to continue its commitment to the program;

**NOW, THEREFORE, BE IT RESOLVED** by the Port Commission of the Port of Seattle that:

**Section 1.** The Chief Executive Officer is hereby authorized to execute an Interlocal Agreement Between the Port of Seattle and The City of Seattle to Use the Services of the Seattle Conservation Corps in Port of Seattle Construction Projects in substantially the form attached hereto as Attachment A and by this reference incorporated herein. Said Interlocal Agreement shall provide for the use of Seattle Conservation Corps services for Port construction projects for a period of 3 years, up to a maximum payment of \$1,000,000.00 of project authorized funds (whichever comes first).

**Section 2.** A copy of the executed Interlocal Agreement shall be attached to this Resolution as Attachment B.

Section 3. The Chief Executive Officer may execute such administrative amendments to the final Interlocal Agreement as may be agreed upon by the parties from time to time, so long as such amendments do not result in any additional financial obligation to the Port.

**ADOPTED** by the Port Commission of the Port of Seattle at a regular meeting thereof, held this 14<sup>th</sup> day of September, 2004, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.



Paige R Miller  
Bob Schwab  
J. G. Malley  
John M. ...  
Patricia Davis  
Port Commission

**AGREEMENT BETWEEN**

**THE CITY OF SEATTLE**

**And**

**THE PORT OF SEATTLE**

**FOR UTILIZATION OF THE SEATTLE CONSERVATION CORPS TO  
ACCOMPLISH PORT OF SEATTLE PROJECTS**

This Agreement ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the Port of Seattle ("Port") and The City of Seattle Parks and Recreation Department ("The City").

Whereas, the Seattle Conservation Corps ("Corps") is a division of The City that provides training and employment opportunities to homeless individuals; and

Whereas, The City and the Port share an interest in this program because it strengthens economic competitiveness and creates new opportunities for disadvantaged individuals in this region; and

Whereas, in October 1993, the Port entered into an interlocal agreement with the City of Seattle, Office of Economic Development, to use the services of the Seattle Conservation Corps for certain Port construction projects under the "Working in King County" program; and

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Whereas, this three-year interlocal agreement was reauthorized by the Port of Seattle Commission in 1998, and again in 2001; and

Whereas, the 2001 agreement will expire in September 2004, use of the Seattle Conservation Corps in Port projects has been successful, and the Port wishes to continue its commitment to the program;

Now, therefore the parties agree as follows:

**1. TERM**

This agreement shall commence on the date first written above and shall remain in effect for a period of three (3) years thereafter, or until the cumulative payment to the Corps for participation in Port construction projects subsequent to the commencement date of this Agreement reaches One Million Dollars (\$1,000,000.00), whichever comes first.

**5. INDEMNIFICATION**

Each party shall protect, defend, indemnify, and save harmless the other party, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of said indemnifying party, its officers, employees, and/or agents. Each party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. Each party by mutual negotiation, hereby waives, as respects the other party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the indemnified parties incur any judgment, award, and/or cost arising therefrom, including attorney's fees to enforce this provision, all such judgments, awards and costs shall be recoverable from the indemnifying party.

**6. AMENDMENT**

This agreement may be amended only by an instrument in writing duly executed by the parties.

**7. SEVERABILITY**

If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.

**8. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date last written below.

**PORT OF SEATTLE**

**CITY OF SEATTLE**

By: \_\_\_\_\_  
Linda Strout  
Deputy Chief Executive Officer  
Port of Seattle

By: \_\_\_\_\_  
Ken Bounds  
Superintendent  
Department of Parks and Recreation

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## **2. SCOPE OF WORK AND PAYMENT**

- a.** During the term of this Agreement, the parties will work together to identify potential Port construction projects that will provide training opportunities for the Corps.
- b.** Corps participation in specific projects in the Seaport and Aviation Divisions shall be authorized by the Managing Directors of those Divisions. Funding for such projects will be as authorized by the Port Commission.
- c.** The parties shall negotiate the scope of work, construction cost and schedule for the Corps' participation in specific Port construction projects.
- d.** Payment to The City by the Port for any work undertaken by the Corps on authorized Port construction projects shall be made quarterly upon invoice by The City and shall be based on the percentage of the scope of work completed by the Corps and approved by the Port. The Port shall make payment to The City no later than sixty (60) days after invoice approval.

## **3. REPORTING**

The parties agree that the Office of Port Jobs, a non-profit Washington corporation, shall coordinate reporting requirements under this Agreement as required under the Port Jobs Work Plan approved by the Port. Specifically, in January of each year, commencing with January 1, 2005, Port Jobs shall compile a summary report of the Corps' participation in Port Construction projects for the previous year. The report shall be submitted to the Port Commission for information purposes.

## **4. NOTICES**

All notices pursuant to this Agreement shall be given in writing and delivered by US mail or delivered in person to the following:

To the Port:  
Deputy Chief Executive Officer  
Port of Seattle  
P.O. Box, 1209  
Seattle, WA 98111

To The City:  
Superintendent  
City of Seattle  
Department of Parks and Recreation  
100 Dexter  
Seattle, WA 98109



**5. INDEMNIFICATION**

Each party shall protect, defend, indemnify, and save harmless the other party, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of said indemnifying party, its officers, employees, and/or agents. Each party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. Each party by mutual negotiation, hereby waives, as respects the other party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the indemnified parties incur any judgment, award, and/or cost arising therefrom, including attorney's fees to enforce this provision, all such judgments, awards and costs shall be recoverable from the indemnifying party.

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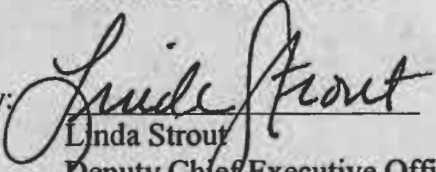
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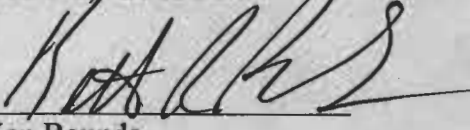
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