

Memorandum of Agreement

Between the Port of Seattle and King County

Relating to the Coalition for Climate Careers

This Agreement is made and entered into by King County (“King County”) and the Port of Seattle (“Port”), municipal corporations of the State of Washington, individually a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Port and King County have mutual interests in equitable green jobs workforce development; and

WHEREAS, the Port, pursuant to RCW 53.08.245, declares that port-related workforce development provides a substantial public benefit consistent with the port commission's economic development goals; and

WHEREAS, under the Port’s Century Agenda, the Port has committed to advance regional workforce development in port-related industries to provide equitable access to quality careers; and

WHEREAS, King County is committed to a Green Jobs Strategy, focused on connecting frontline communities experiencing the effects of climate change to living wage opportunities to build a diverse and skilled workforce, which includes the creation of the Coalition for Climate Careers (“C3”).

WHEREAS, the Port desires to join C3.

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Port of Seattle.** The Port of Seattle shall:

- a) Transmit \$100,000 in the form of a one-time lump-sum payment to King County for contracted services rendered by a coordinator per the Coalition’s governance document within sixty (60) days of the execution of this contract; and
- b) Commit to an initial two-year term on the Executive Steering Committee of the Coalition for Climate Careers (C3) and all the related responsibilities as outlined in the Coalition’s governance document; and
- c) Collaborate with public and private organizations and frontline communities to establish an inclusive and prosperous green workforce in King County, providing policy guidance, funding for public-private workforce partnerships, promoting green career opportunities, and fostering cross-community collaboration. This includes green careers in Port-related sectors such as construction, as identified in the 2023 [King County Green Jobs Strategy Report](#).

2. **King County.** King County shall:

- a) Procure a contract for a coordinator to support the work of the Coalition per the Coalition’s governance document. This coordinator will be directed by the Executive Steering Committee. The costs for the

contract will be shared among King County and the Port of Seattle and other possible entities identified later.

3. **Budget.** The Port agrees to pay \$100,000 to King County to support the Coalition for Climate Careers work. This funding will be used for projects and priorities that support deliverables outlined above and that are jointly determined by the Coalition for Climate Careers. The Coalition will be led by an executive steering committee that will set funding priorities, oversee project implementation, and meet quarterly for decision-making and planning. The Coalition will also have a fiscal sponsor, a 501(c)3 organization that will be responsible for managing contributions. The prospective timeline for further development of the Coalition can be found in attachment A. The scope of work for the coordinator contract can be found in attachment B.
4. **Property.** Upon termination of this Agreement, each Party will retain ownership of any real or personal property acquired in its own name prior to execution of this Agreement.
5. **Additional Services:** The Parties can negotiate additional and non-standard services. These services must be agreed to in writing prior to implementation.
6. **Termination of Agreement:** Either Party may terminate this Agreement upon thirty days written notice to the other Party. King County shall refund the Port a pro-rated portion of any payment if the Agreement is terminated prior to completion of the 11th month of a one-year period.
7. **Dispute Resolution:** Any disputes or questions of interpretation of this Agreement that may arise between the Port and King County shall be governed under these Dispute Resolution provisions. The Port and King County agree that cooperation and communication are essential to resolving issues efficiently. If disputes about the implementation of this Agreement arise, the designated contact persons for the Port and King County shall meet to discuss the issues and attempt to resolve the dispute in a timely manner. If the designated contact persons are unable to resolve the dispute, then the Parties may pursue any legal remedies. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.
8. **Term of Agreement:** The initial term of this Agreement shall begin on December 1, 2023. The Agreement shall remain in effect unless terminated by the Termination clause above.
9. **Indemnification:** To the maximum extent allowed by law, the Parties shall protect, defend, indemnify, and save harmless each other, their officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from the Parties' own negligent acts or omissions in connection with performance of activities under the terms of this Agreement. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under

the Industrial Insurance provisions of Title 51 Revised Code of Washington (RCW). In the event that a Party incurs any judgment, award, and/or cost, including attorneys' fees, to enforce the provisions of this , all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. This indemnification shall survive the termination of this Agreement.

10. **Notification:** Any notice required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent by email or U.S. Mail to the following addresses unless otherwise indicated by the Parties to this Agreement:

For King County:

Michael Carter

Green Jobs Program Manager
Department of Natural
Resources and Parks
King Street Center
201 S Jackson St Rm 5700
Seattle, WA 98104-3855
Email: __micarter@kingcounty.
gov_____

For the Port of Seattle:

Tiffany Sevilla

Program Manager and Data Analyst, Workforce Development
Port of Seattle
2711 Alaska Way
Seattle, WA 98121
Email: _____ sevilla.t@portseattle.org_____

All notices that are mailed shall be deemed received three (3) business days after mailing. Email notices shall be deemed complete upon sending.

11. **Amendment:** Either Party may request changes to the provisions contained in this Agreement including adding more parties. Any change to this Agreement must be mutually agreed to by both Parties, in writing and executed with the same formalities as the original Agreement.
12. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
13. **Jurisdiction and Venue:** The King County Superior Court in Seattle, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
14. **Severability:** If any court determines that any provision of this Agreement is invalid or unenforceable to any extent, the remainder of the Agreement shall not be affected thereby

and each other term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

15. **Waiver of Default:** Waiver of any default by either Party shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of any default or breach shall be interpreted or construed to constitute a modification of the terms of this Agreement, unless so stated in writing and signed by both Parties.
16. **Entire Agreement:** This Agreement and the Exhibits attached hereto, and by this reference incorporated herein, set forth the entire Agreement of King County and the Port, and there are no other agreements or understandings, oral or written, between King County and the Port concerning this Agreement.
17. **Mutual Negotiation:** The Parties agree that the terms and provisions of this Agreement have been negotiated, that the Agreement shall be deemed to be mutually negotiated and mutually drafted by both Parties, and the language in the Agreement and Exhibits shall, in all respects, be construed according to its fair meaning and not strictly for or against either Party.
18. **Legal Obligations.** This Agreement does not relieve either Party of any obligation or responsibility imposed upon it by law. No third-party beneficiaries are intended to be created by this Agreement and no third party, by law or equity, may enforce this Agreement against the Port or King County, their officers or elected officials, or any person.
19. **Counterparts:** The Parties may execute this Agreement in counterparts, (including electronically delivered copies), and may be executed by electronic signature, each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

EXECUTED BY THE UNDERSIGNED PARTIES effective as of the date last below written

Port of Seattle:

King County:

Signature _____

Signature _____

Printed Name Stephen P. Metruck

Printed Name Maurin (Mo) McBroom

Title Date
Executive Director

Title Date
Deputy Department Director,
Department of Natural Resources and
Parks

Approved as to form

Attorney for King County

Date

Attachment A: Coalition for Climate Careers Milestone Schedule

- Secure a 501(c3) Fiscal Sponsor for the Coalition before the end of quarter 4 of 2023.
- Develop a contract with a consultant for administrative support and technical assistance for coalition recruitment, strategic planning, and meeting facilitation between initial sponsoring entities of the City of Seattle, Port of Seattle, and King County by January 2024.
- Recruit diverse participants across all relevant organizations, including members of frontline communities, community-based organizations, employers, labor partners, local government entities, education and training providers, and schools to the Coalition.
- Establish a Coalition Executive Steering Committee of 15 members as outlined in the C3 Governance Model before the end of quarter 1 of 2024.
- Launch and host the first Coalition Meeting, with representation from members of frontline communities, community-based organizations, employers, labor partners, local government entities, education and training providers, and schools in attendance by the end of quarter 1 of 2024.

Attachment B: C3 Coordinator Scope of Work

The C3 Coordinator will support the Climate Careers Coalition (C3) for a period of no longer than two years after the start of the contract. Under the direction of the Executive Steering Committee, the C3 Coordinator will:

- A. Develop and guide the strategic planning process to identify the coalition's initial strategic priorities and work plan, including any associated agreements between coalition members that are relevant to the coalition's mission and vision.
- B. Plan and convene Coalition and Executive Council meetings, including preparing meeting notes and agendas in accordance with the recommendations of the Executive Steering Committee.
- C. Conduct outreach to recruit new coalition and executive steering committee members.
- D. Track coalition membership (including record keeping) and retain executive steering committee membership.
- E. Manage the logistics and processes for securing public and private funding associated with the coalition's strategic priorities.
- F. Highlight the work of the Coalition including but not limited to media engagement, as directed by the coalition's executive steering committee.
- G. Make budgetary recommendations for coalition spending for review by the Executive Steering Committee and the coalition's fiscal sponsor.
- H. Assist in the development of policy guidance in accordance with the coalition's strategic priorities for the review of the executive steering committee.
- I. Provide technical assistance to coalition members across relevant areas of work associated with the coalition's work plan and strategic priorities.
- J. Perform other duties as relevant or outlined in the Climate Careers Coalition governance model.