

PARTNERSHIP AGREEMENT
between the
CITY OF SEATTLE, KING COUNTY, the SEATTLE/KING COUNTY LOCAL
WORKFORCE DEVELOPMENT BOARD and the WORKFORCE DEVELOPMENT
COUNCIL

The Parties to this Partnership Agreement are: 1) The City of Seattle (the City), 2) King County (the County), 3) the Seattle/King County Local Workforce Development Board (the LWDB), and 4) the Workforce Development Council (the WDC), hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties recognize the serious and complex problems resulting from unemployment, low wages and skill gaps among their citizens, and

WHEREAS, increased globalization, technological advances, accelerating demographic changes and gaps in equitable access to education, training and careers continually add to the mismatch between labor force skills and employer needs, and

WHEREAS, workforce development problems and solutions transcend traditional governmental boundaries, and

WHEREAS, a productive workforce investment system can most effectively be created and expanded in partnership with the private sector, and

WHEREAS, the Parties wish to clarify, realign and increase the effectiveness of the area's workforce investment system, its Local Workforce Development Board and the Workforce Development Council, and

WHEREAS, the Parties desire to replace the current Designation Agreement, adopted in June 2020, with this Partnership Agreement which incorporates and complies with WIOA Section 107 (d) (12) (B) and with the WIOA Final Rule at 20 CFR 679.430,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. PURPOSE

The purpose of this agreement is to designate the WDC as the local fiscal agent pursuant to 20 CFR 679.420 and to clarify the respective roles and responsibilities of each of the Parties as required by 20 CFR 679.430.

2. LOCAL WORKFORCE DEVELOPMENT AREA

The Local Workforce Development Area (the LWDA) shall continue to include all of King County and the City of Seattle.

3. CHIEF LOCAL ELECTED OFFICIALS

A. By separate agreement, the Mayor of The City of Seattle and the King County Executive have agreed to act jointly as the Chief Local Elected Officials (CLEOs). The CLEOs shall have the following duties and responsibilities:

- (1) Appoint, reappoint and remove LWDB members in accordance with WIOA section 107, final WIOA rules at 20 CFR 679.320, and State of Washington provisions. LWDB appointments shall be for staggered three-year terms and shall continue until a successor is appointed;
- (2) Designate the fiscal agent for the LWDA. The CLEOs have chosen to designate the WDC as the fiscal agent;
- (3) Each of the two CLEOs shall serve on or shall alternatively appoint a single local elected official or executive-level local governmental appointee to the LWDB's Finance and Administration Committee, which also serves as the Board of Directors of the nonprofit, tax-exempt WDC corporation; and,
- (4) Perform all other duties and functions assigned to CLEOs by the Workforce Investment and Opportunity Act (WIOA), by implementing Federal or State of Washington rules or policies, or by grant agreements.

B. The CLEOs may also elect to discuss and approve or disapprove the following LWDB or WDC actions, plans or policies:

- The content of the strategic WIOA plan for the LWDA, including modifications thereto;
- The LWDB and the WDC's Code of Conduct, which shall at a minimum prohibit conflict of interest in accordance with Federal and State of Washington statutes, rules and policy issuances;
- One-stop Career Center certification or recertification;
- Contract awards to service providers, other than awards to City or County departments;
- The annual workforce system budget; and,
- Acceptance and resolution of audit and monitoring findings.

C. Should any LWDB or WDC action, plan or policy be disapproved by the CLEOs, that particular action, plan or policy shall not be effective unless and until a mutually acceptable solution is agreed to by both the CLEOs and either the LWDB or the WDC.

3. WDC BOARD OF DIRECTORS

A. The WDC is a Washington State nonprofit corporation which has tax-exempt status. The WDC receives and disburses, administers and monitors Federal, State of Washington and other grant funds for workforce development activities.

B. The WDC shall be governed by a seven-member Board of Directors including the following individuals: 1) the King County Executive or another executive level County representative appointed by the County Executive pursuant to paragraph 2. A. (3), above; 2) The City of Seattle's Mayor or another executive level City representative appointed by the Mayor, also

pursuant to paragraph 2.A. (3); 3) an organized labor representative selected by the labor representatives who sit on the LWDB; 4) the Chair of the LWDB; and, 5-7) three other private sector LWDB members selected by the LWDB.

C. All seven WDC Directors shall be members of the LWDB and the LWDB's Finance and Administration Committee with the possible exception of the two CLEO representatives. The CLEOs may elect to either serve on the LWDB, have their respective representatives (appointed pursuant to paragraph 2 (A) (3)) serve on the LWDB or only serve on the LWDB Finance and Administration Committee/WDC Board of Directors. If both CLEO appointees on the Finance and Administration Committee/WDC Board of Directors serve as full LWDB members, the WDC's Executive Director shall serve as an ex-officio, non-voting member of the Finance and Administration Committee/WDC Board of Directors.

D. The WDC and LWDB shall jointly adopt bylaws which are subject to CLEO review and approval. The bylaws shall be consistent with the terms of this Partnership Agreement.

E. All LWDB members shall be informed of and are welcome to attend and participate in Finance and Administration Committee/WDC Board of Directors meetings.

4. LWDB DUTIES AND RESPONSIBILITIES

A. LWDB responsibilities shall include those duties and responsibilities in WIOA section 107 (d) which are further described in 20CFR 679.370, paragraphs (a) through (q). Additional duties may be assigned by the CLEOs, by the Federal government, by the State of Washington and by grant agreements.

B. The vision for the LWDB is to serve as the strategic leader and advocate for the local and regional workforce development system and the convener of local workforce development system stakeholders. The LWDB will: (1) encourage private, public and philanthropic investments that support public workforce system strategies; (2) develop effective sector partnerships and career pathways; and, (3) envision and benchmark the successful delivery of high quality, equitable, inclusive and customer centered workforce services.

C. The LWDB shall take the lead in strategic planning and shall delegate day-to-day responsibility for the management of the local workforce system to its Finance and Administration Committee who are the Board of Directors for the WDC. Approval of the strategic workforce system plan is a joint responsibility of the LWDB and the CLEOs. LWDB and CLEO representatives will be actively engaged in approving the workforce system's vision, mission and strategic goals as well as the assignment of the strategic goals to LWDB committees or work groups. The committees or work groups will establish and regularly measure performance benchmarks for each strategic goal.

D. The annual workforce system budget will be approved by the LWDB and the CLEOs. Budget modification and budget management will be a WDC responsibility, subject to LWDB oversight.

E. The LWDB shall establish and empower its Finance and Administration Committee to act as the WDC Board of Directors as described in this Partnership Agreement. The LWDB may establish other committees, work groups or task forces as it sees fit.

5. WDC DUTIES AND RESPONSIBILITIES

The WDC shall:

A. Perform operational day-to-day and month-to-month workforce system tasks necessary to achieve the vision, goals and performance benchmarks established by the LWDB;

B. Continue to be the fiscal agent, administrative entity and workforce development grant recipient, responsible for grant writing and for receiving and disbursing workforce funds in accordance with the LWDB strategic plan and this Partnership Agreement. Fiscal agent duties are further described in the WIOA Final Rules at 20 CFR 679.420 (b) and (c);

C. Hire, supervise and employ the LWDA's Executive Director (who will staff both the LWDB and the WDC) and other administrative staff. The CLEO representatives on the Finance and Administration Committee/WDC Board of Directors will be included in the Executive Director's hire, annual evaluation and any termination decision. The Executive Director will hire, supervise and evaluate other WDC staff;

D. Conduct procurements. Contract award decisions will be made by the LWDB's Finance and Administration Committee, the WDC's Board of Directors, in accordance with the LWDB strategic plan and subject to full LWDB oversight. Financial and programmatic monitoring and arranging for an independent audit shall also be WDC responsibilities;

E. Negotiate and track mandatory local workforce system performance benchmarks established the State and USDOL, again subject to LWDB and CLEO oversight;

F. Comply with the LWDB/WDC Code of Conduct, which governs conflict of interest situations;

G. Govern the WDC in accordance with State of Washington statutes and rules applicable to nonprofit corporations; and,

H. Adopt policies necessary to ensure accountability and compliance with Federal, State and local laws, rules, and grant terms and agreements, including but not limited to this Partnership Agreement.

6. LIABILITY

In the event liability for the WDC's expenditures or operations occurs, the following priorities shall apply:

First Priority: The WDC shall attempt to recover funds from the contractor, agent or third party causing the liability;

Second Priority: The WDC shall attempt to recover funds from the insurance carrier or bond issuer;

Third Priority: The WDC shall attempt to obtain a waiver of liability or offset liability against current or future grant revenues;

Fourth Priority: The WDC shall repay the liability from its funds to the extent permitted by law;

Fifth and Final Priority: To the extent required by WIOA and by grant agreements, The City of Seattle and King County agree to cover unmet liabilities to the State and Federal governments. The City and the County shall share liability to the State and Federal governments evenly and equally.

Nothing in this Partnership Agreement shall be interpreted in a manner that would violate any constitutional or statutory limitation on liability applicable to a Party government, or shall be construed as a waiver of any defense to or limitation on liability to which a Party government or its agents would otherwise be entitled under the constitution or laws of the State of Washington.

7. HOLD HARMLESS AND INDEMNIFICATION

The CLEOs, The City, and the County assume no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the WDC to any of its employees, or any other person or entity by reason of this Partnership Agreement. The WDC shall protect, defend, indemnify, and hold harmless The City of Seattle ("City") and King County ("County") and any of their elected officials, officers, agents, and employees, from and against any and all claims, costs, or losses whatsoever occurring or resulting from:

- (1) the WDC's failure to pay compensation, wages, benefits, or taxes, or
- (2) the supplying to the WDC of work, services, materials, or supplies by any WDC employees, contractors, or other suppliers in connection with or support of the WDC's activities under this Partnership Agreement, or
- (3) the WDC's performance under this Partnership Agreement, except as otherwise set forth herein.

The WDC is financially responsible for all federal funds which the WDC holds and distributes as the fiscal agent, and shall repay any amount that the CLEOs are required to pay due to any act or omission of the WDC, its officers, employees, agents, or representatives, or the WDC's failure to comply with the conditions of this Agreement, the WIOA, or any rules or regulation promulgated thereunder.

The duty to repay the CLEOs shall survive the expiration of this Partnership Agreement.

The WDC shall protect, defend, indemnify, and hold harmless the CLEOs, The City, the County, and their respective officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of, or in any way resulting from, any acts or omissions of the

WDC or any of its officers, employees, contractors or agents. The WDC's obligations extend to any claim, demand, or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the WDC, by mutual negotiation, hereby waives, as respects the CLEOs, the City and County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the CLEOs, The City or the County incur any judgment, award, or cost arising therefrom, including attorneys' fees to enforce the provisions of this section. All such fees, expenses, and costs shall be recoverable from the WDC. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

8. INSURANCE REQUIREMENTS

By the effective date of this Partnership Agreement, the WDC shall procure and maintain for the duration of this Partnership Agreement the insurance coverage described below against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of work hereunder by the WDC or any of its agents, representatives and employees. The WDC shall also require each of its contractors (except governmental entities such as the City, County and State) to procure and maintain insurance coverage as described below, including adding the CLEOs, The City and the County as additional insured, and to provide to the WDC separate certificates of insurance and policy endorsements for each contractor as evidence of compliance with this insurance requirement. Notwithstanding the forgoing, the WDC shall have authority to determine and adjust insurance coverage and limits for contractors provided that any adjustment or modification to contractor insurance requirements shall not reduce or modify the WDC's obligations under this Partnership Agreement. The costs of such insurance shall be paid by the WDC or contractor.

The WDC's insurance coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days prior written notice has been given to the CLEOs, The City and the County.

WDC Minimum Scope and Limits of Insurance.

- a. Insurance coverage shall be at least as broad as stated below and with limits no less than:
 - i. General Liability. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 current edition, or its substantive equivalent. \$1,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
 - ii. Commercial Auto Liability insurance for owned, non-owned, leased or hired vehicles, as applicable. The minimum limits shall be \$1,000,000 per occurrence.
 - iii. Workers Compensation. Statutory requirements of the state of residency.

- iv. Employer's Liability or "Stop Gap". Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.
 - v. Fidelity and Crime Coverage: Fidelity, Theft, Disappearance, & Destruction Liability/Employee Dishonesty: \$2,000,000 limit (for contractor, \$1,000,000 limit is acceptable). Coverage shall include "Joint Loss Payable" ISO form CR 20 15 10/10 or equivalent; and "Provide Required Notice of Cancellation to Another Entity" ISO form CR 20 17 10/10
 - vi. Fiduciary Liability Insurance: \$2,000,000 minimum limits.
- b. **Contractors engaged to work with minors** shall carry Sexual Misconduct Liability coverage at a limit of \$5,000,000 per occurrence and in the aggregate.
- c. Deductibles and Self-Insured Retentions. Any deductible and/or self-insured retention of the policies shall not limit or apply to the WDC's or contractor's liability to the CLEOs, The City, or the County and shall be the sole responsibility of the WDC or contractor.
- d. With respect to all Liability Policies except Workers Compensation:
- i. The City, the County, the CLEOs and all of their respective officers, officials, employees, and agents are to be covered as additional insureds (or joint loss payees under the Fidelity and Crime policy), for full coverage and policy limits, as respects liability arising out of activities performed by or on behalf of the WDC and/or any contractor in connection with this Partnership Agreement. Additional Insured status shall include Products-Completed Operations-CG 20 10 11/85 or its substantive equivalent.
 - ii. The WDC's and any contractor's insurance coverage shall be primary insurance as respects The City, the County, the CLEOs and all of their respective officers, officials, employees, agents, and representatives. Any insurance and/or self-insurance maintained by The City, the County, the CLEOs and any of their respective officers, officials, employees, agents and representatives shall not contribute with the WDC's or any contractor's insurance or benefit the WDC or any contractor in any way.
 - iii. The WDC's and any contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
 - iv. Insurance is to be placed with insurers with a Best's rating of no less than A: VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.
 - v. If at any time a foregoing required policy shall fail to meet the above minimum requirements, the WDC shall notify the CLEOs, The City and the County and shall promptly obtain, or cause its contractor to obtain, a new policy, and shall submit the same to the CLEOs, The City and the County with the appropriate certificates and endorsements, for approval.

If the WDC or any contractor is a self-insured entity or member of an insurance pool, the WDC or contractor shall provide the CLEOs, The City and the County with evidence of the WDC's or contractor's maintenance of, or participation in, insurance programs responsive to claims within the coverage types and amounts described above.

- e. Changes in Insurance Requirements: The City and the County shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the WDC. Should WDC or its contractor(s), despite their best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, WDC may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.

No Limitation of Liability: Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the liability of WDC and its contractor(s) or any insurer for any claim required to be covered hereunder. Moreover, The City, the County, and the CLEOs shall be additional insureds, where additional insured status is required, for the full available limits of liability maintained by WDC and its contractor(s), whether those limits are primary, excess, contingent or otherwise. WDC expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement or statement of work between The City and/or County and WDC.

9. DURATION AND TERMINATION

A. This Partnership Agreement shall become effective and the current Designation Agreement (adopted in June 2020) shall be rescinded in its entirety when this Agreement has been signed by all of the four Parties. This Agreement shall remain in effect until terminated pursuant to this section.

B. Any Party may withdraw by notifying the other Parties in writing of its intent to do so at least one hundred eighty (180) days prior to the end of the WIOA program year (June 30th).

10. AMENDMENTS

This Partnership Agreement may be amended from time to time by written consent of all the Parties.

11. SIGNATURES

By signing this Agreement, each signatory certifies that his or her signature has been duly authorized. The Agreement may be executed in one or more counterparts, each of which, when

combined with all other counterparts, will constitute a completely executed Partnership Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Partnership Agreement on the dates set forth below.

King County Executive Dow Constantine Date

Seattle Mayor Jenny A. Durkan Date

WDC CEO Marie Kurose Date

WDC Board Chair Kristen Fox Date