

**DESIGNATION PURSUANT TO PUBLIC LAW 113-128  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (“WIOA”)**

**Establishment of the Future Workforce Alliance as Local Workforce Development Board and Designation of Snohomish County Workforce Development Council dba Workforce Snohomish as the Fiscal Agent and the Local Grant ~~Sub-Recipient~~ recipient for Snohomish County, Washington.**

**Whereas**, on July 22, 2014, the President of the United States signed into law Public Law 113-128, the Workforce Innovation and Opportunity Act (“WIOA”), to strengthen the workforce development system through innovation in and alignment and improvement of employment, training, and education programs in the United States; promote individual and national economic growth as specified in the Preamble to WIOA; and achieve the purposes of Section 2(1)-(6) of WIOA; and

**WHEREAS**, the State of Washington designated Snohomish County as a region as defined under Section 3(53) and in conformance with Section 106(a) subject to Section 107(c)(4)(B)(i) and except as provided in Section 106(b)(1)(B)(ii); and

**WHEREAS**, the Governor of the State of Washington designated Snohomish County as a local area as defined under Section 3(32) and in conformance with Section 106, subject to Sections 106(c)(3)(A) and 189(i) of WIOA; and

**WHEREAS**, the Snohomish County Executive is the Chief Elected Official (“**CLEO**”) for the Snohomish County local area as defined under Section 3 (9)(A) and 3(62) of WIOA; and

**WHEREAS**, the Snohomish County Executive is responsible for appointing members to the local workforce development board as defined under Section 3(33) for Snohomish County in conformance with Section 107(c)(1)(A) under WIOA; and

**WHEREAS**, Section 107(d)(12)(B)(II) of WIOA grants the Snohomish County Executive the authority to either serve as the fiscal agent for the Snohomish County local area or designate an entity to serve as the fiscal agent for WIOA and other funds allocated or otherwise awarded to the Snohomish County local area predicated on the designation of the local workforce development board; and

**WHEREAS**, Section 107(d)(12)(B)(I) of WIOA specifically holds the Snohomish County Executive liable for any misuse of any grant funds allocated or otherwise awarded to the Snohomish County local area regardless of local grant recipient or fiscal agent designation;

**WHEREAS**, in accordance with Section 107(c)(1)(A) of the Act, the Snohomish County Executive, as the Chief Elected Official for the Snohomish County local area, appoints the Board Members to the Board of Directors of the **Future Workforce Alliance**, a policy-making oversight body staffed by Snohomish County, as the local workforce development board (“**Board**”).

**FURTHERMORE**, in accordance with Section 107(d)(12)(B)(i)(II) of the Act, the CLEO for the Snohomish County Workforce Development Area (“Local Area”) hereby designates Workforce Development Council Snohomish County dba Workforce Snohomish (“**Workforce Snohomish**”), a Washington State non-profit corporation, as the fiscal agent for WIOA and other funds received predicated on the designation of the local workforce development board for Snohomish County.

Workforce Snohomish shall perform all the functions assigned by WIOA and associated regulations and federal and state policy to the fiscal agent and local grant subrecipient.

**NOW, THEREFORE BE IT RESOLVED**, that by signature of this agreement, these parties agree to the following:

**I. THREE-PARTY AGREEMENT AND PERIOD OF PERFORMANCE**

This agreement reflects a three-party cooperative agreement to enhance the coordination and delivery of workforce services in Snohomish County. The agreement reflects the roles and responsibilities of:

- Snohomish County ~~that~~ provides staff to support the Future Workforce Alliance and enhance coordination of the workforce system in Snohomish County;
- The Future Workforce Alliance ~~that~~ serves as the Local Workforce Development Board, provides strategic guidance and direction for workforce development in Snohomish County and performs all the functions assigned by WIOA to Local Workforce Development Board, under the oversight of the CLEO; and
- Workforce Snohomish ~~that~~ performs all the functions assigned by WIOA to fiscal agent and local grant subrecipient, under the oversight of the CLEO and the Board.

This designation shall be for the period of July 1, 2020 to June 30, 2024, provided all conditions of such designation outlined below are met.

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**Withdrawal of Designation**

The CLEO retains the right to withdraw the designation of the fiscal agent by following the condition of this designation or procedures in the “Corrective Action” section below. Upon such withdrawal, the CLEO shall assume all duties of the fiscal agent, including but not limited to all contractual obligations that Workforce Snohomish has undertaken as the fiscal agent and local grant subrecipient and shall indemnify and hold harmless Workforce Snohomish for the CLEO’s negligent acts or omissions after the effective date of the withdrawal.

**Corrective Action**

If the CLEO determines that a breach of the conditions of designation has occurred that may be sufficient to cause the CLEO to revoke the designation of fiscal agent and local grant subrecipient, the CLEO must first attempt to resolve the matter informally by verbally notifying Workforce Snohomish of the alleged breach and by scheduling a meeting to discuss and attempt to resolve the matter.

If the CLEO is not satisfied with the informal resolution process, s/he shall notify Workforce Snohomish in writing of the specific nature of the breach. Workforce Snohomish shall respond in writing within five (5) working days of its receipt of such notification after which the CLEO will issue a final determination.

**I. RESPONSIBILITIES OF THE CLEO**

The CLEO is responsible for fulfilling the following functions in conformance with Section 107(d) of WIOA.

1. Receipt of WIOA funding in accordance with Section 107(d)(12)(B) of WIOA.
2. Appointment of a local workforce development board in accordance with Section 3(33) for Snohomish County in conformance with Section 107(c)(1)(A) under WIOA. The Board shall be employer-led and shall include representatives of each of the required workforce system partners mandated by WIOA.
3. The CLEO and/or his/her designees shall work in partnership with the Board to further the interests of Snohomish County employers and job-seekers.
4. Designation of a WIOA fiscal agent in accordance with Section 107(d)(12)(B) of WIOA. The fiscal agent shall manage WIOA and other workforce development funding under the oversight of the CLEO and the Board.
5. Approval of notices provided by Workforce Snohomish of its intent to file an application for a grant or other financial award that is available predicated on the status of Workforce Snohomish as the CLEO's fiscal agent and local grant subrecipient under Section 107(d)(12)(B)(i)(II) of WIOA.

**II. RESPONSIBILITIES OF THE BOARD**

1. The Board is responsible to the CLEO for fulfilling the following functions as defined by 20 CFR § 679.370 and in conformance with Section 107 (d) of WIOA and associated federal, state and local regulations and policies.
2. The Board shall develop and submit: (1) a 4-year local plan for the local area, in partnership with the chief local elected official; consistent with WIOA sec. 108 and in support of the strategy described in the State plan in accordance with section 102(b)(1)(E); and (2) a strategic plan that meets the requirements of the Snohomish County Executive. Each plan and associated reports shall be developed in consultation with Workforce Snohomish and partnership with the Snohomish County Executive and/or her/his designee(s) and shall comply with all public notice requirements.
3. The Board shall conduct workforce research and regional labor market analysis according to a work plan to be developed by the Board and approved by the Executive.
4. The Board shall convene, broker, and leverage resources to support the workforce development activities outlined in the approved regional/local plan.
5. The Board shall engage employers in the local workforce development system to promote business representation, develop effective linkages and ensure that workforce investment activities meet the needs of employers and promote economic growth in the region.

6. The Board shall engage with a broad array of local workforce development, economic development, education, and other human and community development providers to lead efforts in Snohomish County to design career pathways as defined in Section 3(7) of WIOA to meet the needs of youth and adults, with a particular focus on individuals with a barrier to employment as defined in Section 3(24) of WIOA and in conformance with a key purpose of WIOA as set forth in Section 2(1) of WIOA.
7. The Board shall collaborate with Workforce Snohomish and the Snohomish County Executive's Office of Social Justice to develop a written equity and inclusion plan that conforms with the requirements at Section 121(d)(4)(B) of WIOA related to individuals with a barrier to employment as defined in Section 3(24) designed to address institutional barriers to accessing and/or successfully completing workforce development activities or benefitting from services.
8. The Board shall engage in researching and disseminating information about proven and promising practices in workforce development.
9. In conformance with WIOA, the Board shall develop strategies for using technology to maximize the accessibility and effectiveness of the Snohomish County workforce development system as defined in Section 3(67) of WIOA.
10. The Board shall establish and conduct oversight of the Snohomish County workforce development system as defined in Section 3(67) and described in detail in Section 121 of WIOA in partnership with the Snohomish County Executive. This responsibility includes a quarterly review of all financial and performance outcome reports produced by Workforce Snohomish to identify areas of excellence as well as any corrective or continuous improvement actions to be taken. The Board shall be responsible for ensuring any actions so identified are taken and the results monitored.
11. The Board shall coordinate with Workforce Snohomish and the Snohomish County Executive and/or her/his designee(s) to negotiate local WIOA performance standards with the Governor. This responsibility includes meeting with the Snohomish County Executive and/or her/his designee(s) to review and agree upon all proposed performance standards prior to finalizing negotiations with the Governor.
12. The Board is responsible for designating or selecting one-stop operators (as defined in WIOA Section 3(43)) in partnership with the Snohomish County Executive, in conformance with the requirements at Section 116(d) and 121(g), as well as one-stop partners, including youth service providers and eligible providers of career services, as defined in Section 3(43) of WIOA. In developing those recommendations, the Board will consider input from Workforce Snohomish. The Board may not certify nor de-certify a WorkSource Snohomish County center or affiliate site without the prior approval of the Snohomish County Executive. The Board is responsible for consulting with the state Workforce Development Board and the CLEO to review and update WorkSource Snohomish County affiliate and comprehensive center certification criteria once every two years as part of the Local Area Plan.
13. The Board shall -coordinate with education providers as well as all mandatory partners in the local workforce system as defined in Section 3(67) of WIOA to deliver services in a manner that is compliant with requirements at Section 129 (Youth) and 134 (Adults and Dislocated Workers) of WIOA. Additionally, this responsibility also includes the review of adult education funding applications under Title II of WIOA and the development of a memorandum of agreement among

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all mandatory partners. Copies of negotiated agreements shall be provided to Snohomish County within seven days of full execution.

14. The Board shall develop and approve an annual budget for the activities of the local board in the local area, consistent with the local plan and the duties of the local board subject to approval by the Snohomish County Executive.
15. The Board shall partner with Workforce Snohomish on the submission of grant and other funding applications to support the purposes of WIOA and implementation of the approved regional/local plan. Prior approval by the Snohomish County Executive is required for submission of any grant or other funding application predicated on Workforce Snohomish's designation as the local grant subrecipient and fiscal agent.
16. The Board shall comply with the Sunshine Provision as stipulated in Section 107(e) of WIOA.

### III. RESPONSIBILITIES OF WORKFORCE SNOHOMISH

Workforce Snohomish is responsible to the CLEO and the Board for fulfilling the following fiscal agent functions as defined by 20 CFR § 679.420 and in conformance with Section 107(d) of WIOA and associated regulations and federal and state policies.

1. Workforce Snohomish shall manage and/or deliver WIOA-funded services in accordance with WIOA provisions as well as state and county policies.
2. Under the oversight of the Board and the CLEO, Workforce Snohomish shall procure contracts, select and oversee service delivery providers including career services. Workforce Snohomish shall conduct financial monitoring of service providers.
3. Workforce Snohomish shall ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA and the corresponding Federal Regulations and State policies.
4. Workforce Snohomish shall provide oversight of subrecipients, including monitoring, guidance, and technical assistance.
5. Workforce Snohomish shall coordinate with the Board and the CLEO in selection of the one-stop operator for WorkSource Snohomish centers and affiliates and connection sites should any such selection(s) be made during the period of this designation.
6. Workforce Snohomish shall notify Snohomish County in writing prior to filing any application for a grant or other financial award that is available predicated on the status of Workforce Snohomish as the CLEO-designated local grant subrecipient and fiscal agent under Section 107(d)(12)(B)(i)(II).
7. Workforce Snohomish shall oversee WorkSource center, affiliate site, and connection site operations for Snohomish County and facilitate the certification and re-certification process under the guidance and oversight of the Board.

8. Workforce Snohomish shall annually assess the physical and programmatic accessibility of the Snohomish County workforce development system as defined in Section 3(67) of WIOA. This includes the provision of copies of any and all assessment tools as well as results of all assessments to Snohomish County within 14 days of the completion of any assessment.
9. Workforce Snohomish shall coordinate with education providers as well as other mandatory partners in the local workforce system as defined in Section 3(67) of WIOA to deliver services in a manner that is compliant with requirements at Section 129 (Youth) and 134 (Adults and Dislocated Workers).
10. Prior to the beginning of each fiscal year, no later than June 10th, Workforce Snohomish shall provide the Board and Snohomish County with its proposed annual budget for revenues anticipated as a result of this designation for review and approval.
11. Workforce Snohomish shall apply the funds received under WIOA in accordance with the approved budget, except as to any change approved by the CLEO, and except that Workforce Snohomish needs to obtain the Board's and the CLEO's approval of any change more than \$250,000 in any budget initiative as described in the annual budget. The budget may be updated on a semi-annual basis with Board and CLEO approval.
12. Workforce Snohomish shall receive funds and be responsible for the dispersal of funds immediately in conformance with the requirements of WIOA and/or any other requirements attributable to any grant received predicated upon this designation.
13. The Chair of the Workforce Snohomish Board of Directors shall represent business and serve as a voting member of the Future Workforce Alliance ("Board").
14. Workforce Snohomish shall develop a written equity and inclusion plan that conforms with the requirements ~~at~~ of Section 121(d)(4)(B) of WIOA related to individuals with a barrier to employment as defined in Section 3(24) and with the Executive's Office of Social Justice designed to address institutional barriers to accessing and/or successfully completing workforce development activities or benefitting from services.
15. Should a Memorandum of Understanding expire during the term of this designation, at least 60 days prior to the due date, Workforce Snohomish shall prepare a draft Memorandum of Understanding that meets the requirements of Section 121(g) of WIOA for review and approval by the CLEO prior to presentation to workforce development system partners for consideration. Workforce Snohomish shall provide Snohomish County with a final copy of the Memorandum of Understanding to be executed at least 30 days prior to the due date and with a final copy of the fully executed Memorandum of Understanding at least seven days prior to the due date.
16. Additionally, should an Infrastructure Funding Agreement expire during the term of this designation, Workforce Snohomish shall, at least 60 days prior to the due date, prepare a draft Infrastructure Funding Agreement with associated Excel worksheets that shall be incorporated into the Memorandum of Understanding and meets the requirements of Section 121(h) of WIOA for review and approval by the CLEO prior to presentation to workforce development system partners for consideration. Workforce Snohomish shall provide Snohomish County with a final copy of the Memorandum of Understanding including the Infrastructure Funding Agreement to be executed at least 30 days prior to the due date and with a final copy of the fully executed Memorandum of Understanding including the Infrastructure Funding Agreement at least seven days prior to the due date.

17. Perform other duties, under the oversight and direction of the Board and County Executive and/or his/her designee necessary to ensure the functionality of the system.

The work of the Board and Workforce Snohomish are inherently linked and synergistic in nature. In addition to its responsibilities assigned as WIOA fiscal agent and local grant subrecipient, Workforce Snohomish shall continue to work in support of the Local Workforce Development Board to carry out activities under the oversight of the Board that bridge the functions of the Board with that of the Fiscal Agent and Local Grant Subrecipient. These activities carried out by Workforce Snohomish under the oversight of the Board are intended to support a cooperative system, and not infringe upon the roles, responsibilities, duties and obligations of the Board as outlined in statute.

#### **IV. OTHER REQUIRMENTS OF THE BOARD AND WORKFORCE SNOHOMISH**

##### **Compliance with Law**

The Board and Workforce Snohomish shall comply with all applicable federal, state and local laws, rules, regulations, and policies in performing the responsibilities hereunder, including but not limited to, laws against discrimination and conflict of interest.

##### **Limitations on Funding of Activities**

The Board and Workforce Snohomish may only use funds on activities at Section 111(b) of WIOA as approved in the annual budget submitted to and approved by the CLEO and Board.

##### **Limitations on Authority**

The Board and Workforce Snohomish shall comply will all limitations at Section 107(g) of WIOA. Neither the Board nor Workforce Snohomish may provide training services under WIOA or be designated or certified as a WorkSource Snohomish one-stop operator. The Board and Workforce Snohomish have no authority to mandate curricula for schools.

##### **Conflict of Interest**

The Board and Workforce Snohomish shall comply with the Conflict of Interest provisions at Section 107(h) of WIOA. Modification of existing conflict of interest policies shall be submitted to the County Executive and/or his/her designee(s) for review and approval and shall provide the County Executive and/or his/her designee(s) with any revisions to those policies within 14 days of approval.

##### **~~Sunshine Provision Requirement~~**

~~Snohomish County and Workforce Snohomish shall comply with the Sunshine Provision as stipulated in Section 107(e) of WIOA.~~

##### **Maintenance of Records**

The Board and Workforce Snohomish shall maintain accounts and records, including personnel, property, financial and programmatic records and other such records as may be necessary to ensure proper accounting for all WIOA funds and any other funds received that are predicated on their respective designations.

##### **Submission of Applications for Funding**

Workforce Snohomish and the Board shall collaborate on the development of federal or other grant applications that are predicated on the status of Workforce Snohomish as the Snohomish County Executive's grant recipient and fiscal agent designee under Section 107(d)(12)(B)(i)(II) of WIOA and notify the CLEO of this work.

**Compliance with Snohomish County Human Rights Ordinance**

It is the policy of Snohomish County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Board and Workforce Snohomish shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this designation constitutes a certification by the Board and Workforce Snohomish of individual organizational compliance with the requirements of Chapter 2.460 SCC. If the Board or Workforce Snohomish is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this designation or Chapter 2.460 SCC, this designation may be subject to a declaration of default and termination at Snohomish County's discretion. This provision shall not affect the Board or Workforce Snohomish's obligations under other federal, state, or local laws against discrimination.

**Procurement Standards**

All materials, property, supplies or services shall be procured in compliance with all federal and applicable state regulations pertaining to the use of WIOA funds, and in a manner that balances fiscal and environmental stewardship in accordance with the requirements of the Snohomish County Environmentally Preferable Purchasing and Utilization Policy Statement available for review and download on the County website.

**V. OTHER REQUIREMENTS OF THE BOARD**

**Audit Requirement**

An audit of Snohomish County government that encompasses WIOA funding by SAO must be conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

**Invoicing Procedure**

Payment of invoices for Snohomish County's staff support to the Board and workforce development in Snohomish County will be made on a cost-reimbursement basis in accordance with the Workforce Snohomish's established billing procedures.

Snohomish County will submit invoices to Workforce Snohomish on a quarterly basis for the reimbursement for activities deemed allowable under the Workforce Innovation and Opportunity Act (WIOA), during the period for work accomplished. Invoices will be submitted via email from Snohomish County to Workforce Snohomish at [accounts payable@workforcesnohomish.org](mailto:accounts payable@workforcesnohomish.org) by the 15<sup>th</sup> of each month following the close of the quarter in which the expenses have occurred.

Charges to Federal awards must be accurate, allowable and properly allocated, meeting requirements of 2 CFR 200.430 and the standards for documentation for personnel expenses described therein. Invoices submitted will be accompanied by required back up documentation for each invoice with time and effort reports that include signatures of staff and approver(s), and designation of the grants to which time was charged.

Workforce Snohomish shall make no payment in advance or in anticipation of expenses to be provided by this Agreement. Signed versions of invoices transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions of invoice. Workforce Snohomish is not authorized to exceed invoice payments above the amount authorized by approval of the Workforce Snohomish Board of Directors.

## VI. ADDITIONAL REQUIREMENTS OF WORKFORCE SNOHOMISH

### Deposit and Disbursement of WIOA Funds

All funds made available to Workforce Snohomish through WIOA and any other grant or contract predicated on this designation shall be deposited into an account or accounts created and maintained by Workforce Snohomish. All funds shall be deposited in an institution that is guaranteed by the FDIC. Workforce Snohomish shall disburse all funds for workforce development activities in accordance with the requirements of WIOA, associated regulations, and the State of Washington.

### Performance Accountability Requirements and Sanctions

Workforce Snohomish shall meet all performance accountability and reporting requirements identified at Section 116(a) and (c) of WIOA and any additional requirements identified by the CLEO in this designation. Workforce Snohomish understands that the CLEO may establish performance standards and actions to improve performance beyond those specified at Section 116(a) and (c) and by the Governor of the State of Washington to prevent Snohomish County from being subject to sanctions under Section 116(g) of WIOA and to ensure the economic competitiveness of Snohomish County.

### Single Audit Requirement

Once per fiscal year, Workforce Snohomish shall have an independent audit conducted of its financial statement and condition. The audit shall comply with the requirements of Generally Accepted Auditing Standards ("GAAS"); GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, and 2 CFR 200 OMB Uniform Guidance. Workforce Snohomish shall provide a copy of the audit report to the Snohomish County Executive, Snohomish County's Director of Human Services, Snohomish County's Director of Finance and the Board within nine months after the end of the Workforce Snohomish fiscal year. Workforce Snohomish shall also provide to the same parties its response and corrective action plan for any findings and reportable conditions contained in the audit. When reference is made in its audit to a "Management Letter" or other correspondence made by the auditor, Workforce Snohomish shall provide to the same parties copies of those communications and Workforce Snohomish's response and corrective action plan, if any.

### Additional Reports

Workforce Snohomish shall provide CLEO, Snohomish County's Director of Human Services, and Snohomish County's Director of Finance with: 1) A ~~monthly~~ quarterly "Budget to Actual" financial

report; and 2) To the extent possible, quarterly performance reports generated from the Washington State WorkSource management information system showing actual performance compared to negotiated benchmarks for federal and state performance indicators; and

Workforce Snohomish shall also provide Snohomish County's Director of Human Services and the Director of Finance with copies of its annual subrecipient monitoring plan and subrecipient audit plan submitted to the State of Washington with 30 days of submission to the State and with copies of all subrecipient monitoring reports and audits.

#### **Insurance Requirements**

Workforce Snohomish shall maintain for the duration of this designation, insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of work hereunder by Workforce Snohomish or any of its agents, representatives, and employees.

Workforce Snohomish shall provide Snohomish County with a separate certificate of insurance naming Snohomish County as co-insured. Workforce Snohomish shall also require each of its subrecipients (except governmental entities such as cities, the County, and the State) to procure and maintain similar liability insurance and to provide to Workforce Snohomish separate certificates of insurance and policy endorsements for each subrecipient as evidence of compliance with this insurance requirement. The costs of such insurance shall be paid by Workforce Snohomish or subrecipient. Workforce Snohomish's insurance coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits, except by the reduction of applicable aggregate limit by claims paid, until after 30 days prior to written notice has been given to the Snohomish County Executive.

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. General Liability: Insurance Services Office form number (CG 00 01) covering COMMERCIAL GENERAL LIABILITY.
2. Automobile Liability: In the event that services delivered pursuant to this designation require the use of a vehicle by Workforce Snohomish personnel in Workforce Snohomish-owned vehicles or non-owned vehicles, Workforce Snohomish shall provide evidence of the appropriate automobile coverage. Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.
3. Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.
4. Stop Gap/Employers Liability: 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.

#### **Minimum Limits of Insurance**

Workforce Snohomish shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory requirements of the state of residency.
4. Stop Gap/Employers Liability: \$1,000,000.

#### **~~Deductibles and Self-Insured Retentions~~**

~~Any deductibles or self-insured retentions must be declared to, and approved by, the Snohomish County Executive or designee. The deductible and/or self-insured retention of the policies shall not apply to the Workforce Snohomish's liability to Snohomish County and shall be the sole responsibility of Workforce Snohomish.~~

#### **Other Insurance Provisions**

The insurance policies required in this designation are to contain, or be endorsed to contain, the following provisions:

1. Liability Policies except Professional/Errors and Omissions and Workers Compensation:
  - (a) Snohomish County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Workforce Snohomish in connection with any services performed under this designation (CG 20 26 04 13 or its equivalent).
  - (b) The Workforce Snohomish's insurance coverage shall be primary insurance as respects Snohomish County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by Snohomish County, its offices, officials, employees, or agents shall not contribute with the Workforce Snohomish's insurance or benefit Workforce Snohomish in any way.
  - (c) The Workforce Snohomish's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. Unless otherwise approved by the CLEO, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

If, at any time, the foregoing policies shall fail to meet the above minimum requirements, Workforce Snohomish shall, upon notice to that effect from Snohomish County, promptly obtain a new policy, and shall submit the same to Snohomish County, with appropriate certificates and endorsements, for approval.

#### **Verification of Coverage**

Workforce Snohomish shall furnish Snohomish County with certificates of insurance and endorsements to demonstrate the acquisition and maintenance by Workforce Snohomish ~~and its subrecipients~~ of the insurance coverage required under this designation.

**Hold Harmless and Indemnification**

Notwithstanding any other provision of the law, Snohomish County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of Workforce Snohomish, any of its employees, or any other person or entity by reason of this designation, except as set forth herein regarding withdrawal of designation. Workforce Snohomish shall protect, defend, indemnify, and hold harmless Snohomish County and the CLEO and any of their officers, agents, and employees from and against any and all claims, costs, or losses whatsoever occurring or resulting from:

1. Workforce Snohomish’s failure to pay any such compensation, wages, benefits, or taxes; or
2. The supplying to Workforce Snohomish of work, services, materials, or supplies by any Workforce Snohomish employees or other suppliers in connection with or support of the performance under this designation, except as set forth herein regarding withdrawal of designation.

If/when an audit exception is found, Workforce Snohomish is financially responsible for and shall repay Snohomish County all amounts indicated therein that Snohomish County is required to pay due to the negligence, intentional act, or failure, for any reason, of Workforce Snohomish, its officers, employees, agents, or representatives to comply with the conditions of this designation, WIOA, or any rules, regulations, or policies promulgated at the federal or state level thereunder. This duty to repay Snohomish County shall not be diminished or extinguished by the expiration or prior withdrawal of this designation.

Workforce Snohomish shall protect, defend, indemnify, and hold harmless Snohomish County, the CLEO, and its 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 negligent acts or omissions of Workforce Snohomish or any of its officers, employees, or agents under this designation, except as set forth herein regarding withdrawal of designation. Workforce Snohomish’s obligations under this subparagraph extend to any claim, demand, or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, Workforce Snohomish, by mutual negotiation, hereby waives, as respects Snohomish County and the CLEO, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51, RCW. In the event Snohomish County or the CLEO incurs any judgment, awards, or cost arising therefrom, including attorney’s fees to enforce the provisions of this hold harmless and indemnification, all such fees, expenses, and costs shall be recoverable from Workforce Snohomish.

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.

**VII. AUTHORITY**

The undersigned officials are authorized to execute this Agreement on behalf of the parties.

FOR LOCAL WORKFORCE  
DEVELOPMENT BOARD  
(FUTURE WORKFORCE ALLIANCE)

FOR SNOHOMISH COUNTY  
(CHIEF LOCAL ELECTED OFFICIAL)

\_\_\_\_\_  
Amy Drewel                      June 17, 2021  
Board Chair, Future Workforce Alliance

\_\_\_\_\_  
Dave Somers                      June 17, 2021  
Snohomish County Executive

FOR WORKFORCE SNOHOMISH  
(FISCAL AGENT AND LOCAL GRANT  
SUBRECIPIENT)

\_\_\_\_\_  
Sue Putnam                      June 17, 2021  
Board Chair, Workforce Snohomish