



Business Continuity Policy

Policy

- Policy: Procurement
- Effective Date: March 1, 2021
- Policy Number: 170

A. BACKGROUND

The Chair of the Local Workforce Development Board, or designee, may enact, facilitate and communicate in writing to the CEO of Workforce Snohomish or designee the need for specific or immediate actions to preserve or maintain services to the community, under the auspices of force majeure.

B. POLICY

In the event of a force majeure condition, it may be deemed necessary that the Local Workforce Development Board take specific actions that ensure business continuity and the execution of its duties. Events constituting a force majeure **include but** are not limited to: fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority, public health crisis, pandemic or disease outbreak. The effect of a force majeure is outside the reasonable control of the organization, and could not have been reasonably foreseen.

As required by federal or state regulations, a vote of the Local Workforce Development Board will be required to evoke force majeure to extend or modify contract terms.

C. DEFINITIONS:

Board Action: An action that the Board deems necessary when a qualifying occurrence has affected operations for example, the extension of a contract beyond its original period of performance, when the extension of said contract(s) ensures the continuity of critical and essential business, is mutually agreed upon by both parties obligated by said contract, and is allowable within the limits of the law.

Force majeure: The occurrence of an event or circumstances that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediments proves a) such an impediment is beyond its reasonable control; and b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and c) that the effects of the impediment could not reasonable have been avoided or overcome by the affected party.

References:

Snohomish County Future Workforce Alliance Policy 150: Procurement and Selection of One Stop Operator Policy

Snohomish County Future Workforce Alliance Policy 160: Procurement Policy

Supersedes:

n/a

Attachments:

none