

**PARTNERSHIP AGREEMENT**

**BETWEEN**

**THE U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION**

**AND**

**STATE OF WASHINGTON, DEPARTMENT OF LABOR & INDUSTRIES**

This Agreement is made and entered into by and between The United States Department of Labor, Wage and Hour Division (hereinafter referred to as "WHD" or "Department"), and the State of Washington Department of Labor & Industries (hereinafter referred to as (L&I) (collectively referred to as "the agencies" or "the parties").

With the specific and mutual goals of providing clear, accurate, and easy-to-access outreach to employers, employees, and other stakeholders, and of sharing resources and enhancing enforcement by conducting joint investigations and sharing information consistent with applicable law, the parties agree to enter into this partnership.

THEREFORE, IT IS MUTUALLY AGREED THAT:

**Purpose**

The agencies recognize the value of establishing a collaborative relationship to promote compliance with laws of common concern among the regulated community in the State of Washington. The agencies are forming this partnership to more effectively and efficiently communicate and cooperate on areas of common interest, to share training materials, and to provide employers and employees with compliance assistance information towards the goal of protecting the wages, safety, and health of America's workforce and conducting joint investigations and sharing information as appropriate.

**Agency Responsibilities**

WHD is responsible for administering and enforcing federal labor laws, including the Fair Labor Standards Act, the Family and Medical Leave Act, the Migrant and Seasonal Agricultural Worker Protection Act, worker protections provided in several temporary visa programs, and the prevailing wage requirements of the Davis-Bacon and Related Acts and the Service Contract Act. Nothing in this agreement limits the Wage and Hour Division's enforcement of these statutes. Wage and Hour Western Regional Office has jurisdiction over the State of Washington.

L&I is responsible for administering and enforcing Washington laws including, but not limited to: workers' compensation, wage and hour enforcement, prevailing wage administration, construction contractor registration and compliance, workplace safety (under agreement/authorization of OSHA), electrical and plumbing licensing, electrical and elevator permitting and inspection, and administration of crime victims' benefits.

**Contacts**

- The agencies will designate a contact person responsible for coordinating the partnership activities.
- The agencies will designate a representative to meet annually to review areas of mutual concern and the terms and conditions of the partnership.

**Enforcement**

Where appropriate and to the extent allowable under law,

- The agencies may conduct joint investigations periodically in the State of Washington, if opportunity provides.
- The agencies will coordinate their respective enforcement activities and assist each other with enforcement.
- The agencies will make referrals of potential violations of each other's statutes.

**Effect of Agreement**

- This agreement does not authorize the expenditure or reimbursement of any funds. Nothing in this agreement obligates the parties to expend appropriations or enter into any contract or other obligations.
- By entering into this partnership, the agencies do not imply an endorsement or promotion by either party of the policies, programs, or services of the other.
- Nothing in this agreement is intended to diminish or otherwise affect the authority of either agency to implement its respective statutory functions.
- This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or be binding upon the parties. This agreement is not intended to confer any right upon any private person or other third party.
- Nothing in this agreement will be interpreted as limiting, superseding, or otherwise affecting the parties' normal operations. This agreement also does not limit or restrict the parties from participating in similar activities or arrangement with other entities.
- This agreement will be executed in full compliance with the Privacy Act of 1974, and any other applicable federal and Washington state laws.

**Exchange of Information**

- It is the policy of WHD to cooperate with other government agencies to the fullest extent possible under the law, subject to the general limitations that any such cooperation must be consistent with the Division's own statutory obligations and enforcement efforts. It is the Division's position that the exchange of information in enforcement actions in which

each entity is proceeding on basically the same matter is to our mutual benefit. There is a need for the Division to provide information to other law enforcement bodies without making a public disclosure.

- Exchange of such information pursuant to this agreement is not a public disclosure under the Freedom of Information Act, 5 U.S.C. 552.
- When confidential information is exchanged between the parties it shall be accessed and used by the recipient party solely for the limited purposes of carrying out specific activities pursuant to this agreement as described herein, and in no event shall such information be disclosed without the written authority of the other party or a court order.
- Confidential information means information that may be exempt from disclosure to the public or other unauthorized persons under state and federal statutes. Confidential information includes: the identities of persons who have given information to the parties in confidence or under circumstances in which confidentiality can be implied; any employee statements in WHD enforcement files; internal opinions and recommendations of federal or state personnel, including (but not limited to) investigators and supervisors; information or records covered by the attorney-client privilege and the attorney-work-product privilege; personal information on living persons; individually identifiable health information, and confidential business information and trade secrets.
- In the event that there is a public proceeding, such as a trial, in which certain records may be used or testimony of WHD's employees sought, WHD requires that L&I notify WHD.

Subject to the foregoing constraints:

- The agencies agree to exchange information on laws and regulations of common concern to the agencies, to the extent practicable.
- The agencies will establish a methodology for exchanging investigative leads, complaints, and referrals of possible violations, to the extent allowable by law and policy.
- The agencies will exchange information (statistical data) on incidence of violations in specific industries and geographic areas, if possible.

#### **Resolution of Disagreements**

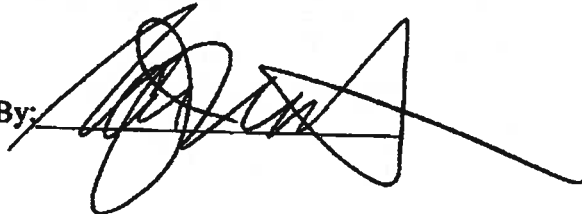
- Disputes arising under this Agreement will be resolved informally by discussions between Agency Points of Contact, or other officials designated by each agency.

#### **Period of Agreement**

- This agreement becomes effective upon the signing of both parties, and will expire 3 years from the effective date. This agreement may be modified in writing by mutual consent of both agencies. The agreement may be cancelled by either party by giving thirty (30) days advance written notice prior to the date of termination. Renewal of the agreement may be accomplished by written agreement of the parties.

This agreement is executed as of the 19<sup>th</sup> day of September, 2011.

United States Department of Labor  
Wage and Hour Division

By: 

L&I Contract No. K2093

State of Washington  
Department of Labor & Industries

By: 

**AMENDMENT No 1. TO  
PARTNERSHIP AGREEMENT**

**BETWEEN**

**THE U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION**

**AND**

**WASHINGTON STATE DEPARTMENT OF LABOR & INDUSTRIES**

Pursuant to the Period of Agreement Section, the September 19, 2011, Partnership Agreement made and entered into by and between The United States Department of Labor's Wage and Hour Division (hereinafter referred to as "WHD" or "Department") and Washington State Department of Labor and Industries (hereinafter referred to as "L&I"), together collectively referred to as "the agencies" or "the parties", is hereby renewed and will expire 3 years from the renewal date below, subject to the following changes to the September 19, 2011 Partnership Agreement:

1. The first term of the Exchange of Information Section is hereby revised to read as follows:
  - To the extent permitted by law, the parties understand that in order to effectuate the purposes and provisions of this Agreement, it may be necessary, from time to time, to exchange information, some of which may be considered confidential. It is the policy of each of the parties to cooperate with other government agencies to the fullest extent possible under the law, subject to the general limitation that any such cooperation must be consistent with its own statutory obligations and enforcement efforts. It is the view of the parties that an exchange of information in which both entities are proceeding with a common legal interest is to their mutual benefit. The parties to this Agreement recognize the importance of being able to provide information to other law enforcement bodies without waiving the privilege of otherwise protected material or making a public disclosure.
2. The definition of Confidential Information in the Exchange of Information Section is hereby revised to read as follows:
  - Confidential information means information that may be privileged or otherwise exempt from disclosure to the public or other unauthorized persons under state and federal statutes or law. Confidential information includes: the identity of persons who have given information to the parties in confidence or under circumstances in which confidentiality can be implied; any employee statements in enforcement files that were obtained under these conditions; internal opinions, policy statements, memoranda, and recommendations of federal or state employees, including (but not limited to) any records that would otherwise not be subject to disclosure under law as non-final, intra- or inter-agency documents; information or records covered by the attorney-client privilege and the attorney-work-product privilege; personal information on living persons; individually identifiable health information; and confidential business information and trade secrets.

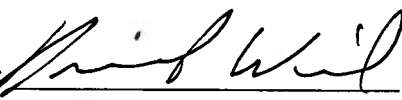
3. The Exchange of Information Section is hereby revised to add the following terms:


- For information security purposes, information (including paper-based documents and electronic information such as emails and CDs) exchanged pursuant to this Agreement remains the responsibility of the donor agency while in transit. The agencies agree to establish a communication protocol for notifying each agency's designated contact person when information is sent to or received from that agency, including information on the form of the transfer and the media type and quantity (when appropriate). An agency expecting to receive information will notify the donor agency if the information is not received as of the next business date following the agreed upon delivery date.
- For information security purposes, after an agency receives information from the donor agency, the donor agency retains no responsibility for any security incidents, inadvertent disclosure, or the physical and information technology safeguards in place for protecting that information by the agency that received it.
- However, in the event that the agency receiving the information experiences a security incident or disaster that results in the suspected or confirmed inadvertent disclosure of the data exchanged pursuant to this Agreement, the agency experiencing the incident or disaster will send formal written notification to the donor agency's designated contact person within 3 days after detection of the incident or disaster. The written notification will describe the security incident or disaster in detail including what data exchanged pursuant to this Agreement may have been inadvertently disclosed.

All other terms and conditions remain the same.

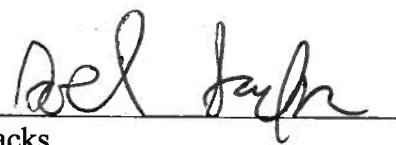
The September 19, 2011 Partnership Agreement is renewed effective as of the 27th day of October, 2014.

United States Department of Labor  
Wage and Hour Division

By:   
Dr. David Weil  
Administrator

By:   
Ruben J. Rosalez  
Regional Administrator

Washington State Department of  
Labor and Industries

By:   
Joel Sacks  
Director