



Des Moines Pool Metropolitan Park District

July 1, 2025

7:00 p.m.

Special "Hybrid" Meeting

*Meetings are hybrid: being held remotely using Zoom and in-person at the Des Moines Pool MPD District Office (22015 Marine View Dr. So. – Main floor). If you wish to listen in, please do so at **1-253-205-0468**; **Meeting ID: 840 5415 0560**; **Passcode: 391199**. Any questions or comments should be directed to Scott Deschenes, District General Manager at [\(206\) 429-3852](tel:2064293852) or by email at scott.deschenes@desmoinespool.org. Public comment for those who cannot physically attend will be due by email to info@mtrainierpool.com by noon on the day of each meeting. Patrons that can attend in-person will be allotted three minutes during public comment (#5). This is due to the hybrid format of the meetings.*

AGENDA

- 7:00 **1. CALL TO ORDER ROLL CALL**
- 7:01 **2. PLEDGE OF ALLEGIANCE** **page 3**
- 7:03 **3. ADOPTION/MODIFICATIONS OF AGENDA** (None, Special Meeting)
- 7:04 **4. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATION**
- 7:05 **5. PUBLIC COMMENT (Please Limit to Three [3] Minutes)**
Hybrid Meeting: If you are unable to physically attend and wish to make public comment, please submit in writing via email to info@mtrainierpool.com by noon, Tuesday, July 1. Please include your name, address, and contact phone number. All timely submitted public comments will be read at the meeting subject to the time limit. Any public comments received after noon, will be read at the following regular meeting.
- 7:10 **6. SELECTION OF NEW INSURANCE PROVIDER** **4-5**
 - a. **Outline/Presentation** **6-13**
 - b. **Estimates/Overview Table** **14-15**
 - c. **Pool Lease Table** **16-18**
 - d. **Evaluation Scorecard** **19-23**
 - e. **Submissions**
 - **AWC-RMSA (E1)** **24-94**
 - **CIAW (E2)** **95-112**
 - **Enduris (E3)** **113-150**
 - f. **Reference Forms** **151-152**
- 7:35 **7. RESOLUTIONS AND PAPERWORK FOR EACH OPTION** **153-154**
 - a. **AWC-RMSA** **155-172**
 - b. **CIAW** **173-179**
 - c. **Enduris** **180-189**
- 7:45 **8. GOOD OF THE ORDER** **190**

22015 Marine View Drive South, Suite 2B, Des Moines WA 98198 (Physical Location)
22722 19th Avenue South, Des Moines, WA 98198 (Mailing Address)

To enhance our community's quality of life by providing access to and promoting participation in aquatics programs

The Des Moines Pool Metropolitan Park District is committed to compliance with both the Washington Law Against Discrimination and the Americans with Disabilities Act. The District's meetings are being held hybrid including remotely due to COVID-19. See the information above to join a meeting. If you have any questions, please contact Scott Deschenes, District General Manager, 206.429.3852.

7:50 **UPCOMING MEETING(S)**

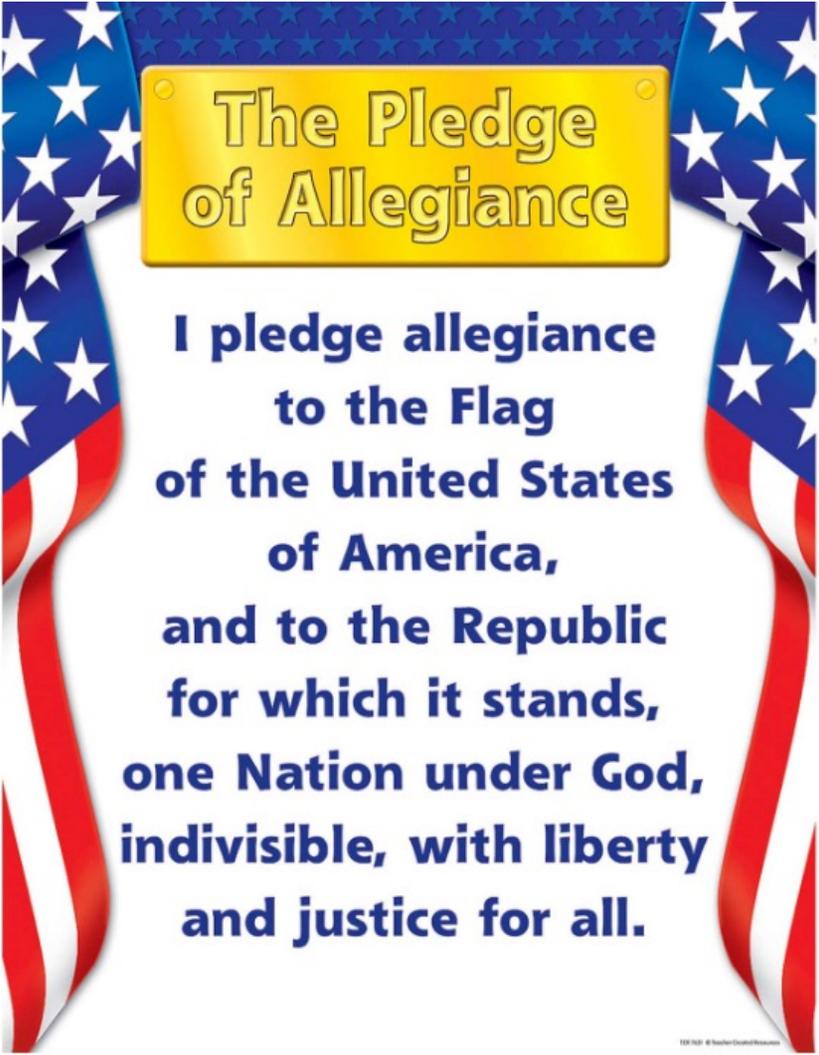
- July ??, 2025, Special Meeting, To Be Determined, Location DMPMPD Office (22015 Marine Drive So. #2B, Des Moines, WA)
- July 22, 2025, Regular Board Meeting, 7:00 p.m., Location DMPMPD Office (22015 Marine Drive So. #2B, Des Moines, WA)

ADJOURNMENT

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The Pledge of Allegiance

**I pledge allegiance
to the Flag
of the United States
of America,
and to the Republic
for which it stands,
one Nation under God,
indivisible, with liberty
and justice for all.**



Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 6 Assigned to: District G.M. Meeting Date: July 1, 2025

Under: General Business

Attachment: Yes

Subject: Insurance Changeover Update

Background/Summary:

The Des Moines Pool Metropolitan Park District (pool district) is leaving WCIA insurance effective August 1, 2025. Board of commissioners will be reviewing three insurance providers: AWC-RMSA, CIAW and Enduris.

This packet contains information provided by AWC-RMSA, CIAW and Enduris for the board's review. AWC-RMSA has requested the district reapply due to changes in their evaluation process. **All insurance agencies have stated they can meet the minimum insurance requirements and are still available for services.**

The District General Manager had to reapply for AWC-RMSA and Enduris. CIAW will still honor their original quote with no changes. **Enduris has mentioned they need to have the reinsurer send their quote in, which may change the total amount +/- 2%.**

NEW: AWC-RMSA will require an interlocal agreement that will need to be reviewed by legal.

The district will pay a pro-rated amount for each provider. The fiscal/service year for AWC-RMSA and CIAW will be through the end of the calendar year, while Enduris will be for one month, as their fiscal/service year will be until September 1, 2025 (one month).

To support the board's decision, the District GM has provided tables of comparisons with the Mount Rainier Pool lease requirements and other factors. All documents are attached to this AIS.

UPDATE: AWC-RMSA contacted the District GM last week (Wednesday, June 26), and their board has approved a potential application. The District General Manager was notified last week.

DIRECTIONS: Please review the attached documentation for AWC-RMSA, CIAW and Enduris. Please complete the scorecard for CIAW and Enduris.

A decision will be made at this meeting with motions to be made by resolution and paperwork that will be listed in the next Agenda Item Sheet (AIS).

Fiscal Impact: Decision due to escalating costs with not much supporting documentation or reasoning for increases with current insurance provider. WCIA notified Category 5 Applicants of the potential change at an executive board meeting last year, where the decision was passed. **Even though the Des Moines Pool District has no major incidents or claims over the last decade, they could have their rates increased by 150% in 2026.**

Attachment A

Outline of Process

AIS 6 Selection of Insurance Provider



INSURANCE CHANGEOVER DECISION

Special Meeting: Tuesday, July 1, 2025

WHY ARE WE HERE?

- Late 2024, we were invited to comment and attend an Executive Session WCIA meeting
 - Moving pools to higher risk pool – 50% increase
 - DMPMPD/MRP: No claims in over a decade. And only one minor claim in history of organization
 - WCIA history: higher rates with very little justification or follow-up to questions
 - DMPMPD/MRP will need to find ways to save money in long-run
 - Made decision to leave last year
 - Notified WCIA and was allowed to leave mid-year
 - Chose August 1, 2025 to ensure enough documentation and good transition
-

UPDATE SINCE LAST MEETING

- All three insurance companies have now applied. Latest:
 - AWC-RMSA's board approved us potentially joining
 - Enduris had us reapply (over six months). New estimate withing 2% +/-
 - References: Only received 1 of 2, and did not request third
 - Can make reference calls on selected, and hold follow-up meeting, if needed
 - All three can meet our lease requirements, and have us onboard by August 1, 2025
-

Coverage Area	Lease Requirement	CIAW	AWC-RMSA	Enduris
Overall Quote	N/A	\$49,724	\$45,511 (NEW)	\$58,606
General Liability	\$5,000,000 single/\$10,000,000 aggregate	\$10,000,000 Occurrence / \$20M Agg.	\$15,000,000 (no member deductible)	\$20,000,000
Employment Practices Liability	\$1million occurence/\$2 million accident	\$10,000,000	Included in liability	Included
Public Officials Errors & Omissions	Not in lease	\$10,000,000	Included in liability	\$20,000,000
Automobile Liability		\$10,000,000	\$15,000,000 (no member deductible)	\$20,000,000
Automobile Physical Damage		Included (deductible schedule applies)	\$13,000,000 (ACV basis)	Included (Schedule \$0)
Property Coverage	Full replacement	\$100,000,000 limit (multiple sublimits)	\$250,000,000 (RCV basis)	\$6,265,472 (RCV Blanket)*
Equipment Breakdown		\$100,000,000 (with sublimits)	\$50,000,000	\$6,265,472 (Included)
Crime Coverage		\$1,000,000 with sublimits	\$1,000,000	\$50,000
Cyber Liability		\$5,000,000 (w/ \$10M group agg.)	\$3,000,000	\$2,000,000
Identity Theft		Not listed	Not listed	\$25,000
Prior Acts Coverage		Not listed	Not listed	\$4,000,000
Annual Contribution (Premium)		\$49,724	\$45,511	\$58,606
Cycle		January-December	January-December	September-August

FINANCIALS

PRO-RATED RATES (TERM):

- AWC-RMSA: \$18,962.92 (Aug-Dec)
- CIAW: \$20,718.33 (Aug-Dec)
- Enduris: \$4,833.83 (Aug-Sep)
 - Fiscal Year (Sep-Aug)
 - *Would be \$24,419.17 if thru Dec.*

MT RAINIER POOL LEASE TABLE

ALL CARRIERS HAVE
STATED THEY CAN MEET
LEGAL REQUIREMENTS
(LEGAL
RECOMMENDATION)

WILL SEND PROOF OF
INSURANCE TO HSD,
ONCE CHOSEN (WILL
HAVE TO HSD BEFORE
AUGUST 1)



Insurance Pool Provider Evaluation Scorecard

This professional evaluation tool is designed for comparing insurance pool providers in a structured, detailed manner. The scorecard evaluates providers based on key evaluation criteria.

Evaluation Area	Provider	Details	Score (1-5)	Justification
Requirements/Overall Rating (Weight %=20)	Claw	General Liability: \$10M Occurrence/\$20M Agg.		
	AWC-RMSA	General Liability: \$15M (no deductible)		
	Enduris	General Liability: \$20M (included)		
Coverage Scope & Availability (Weight %=20)	Claw	Multiple sublimits (\$100M Property, \$5M Cyber)		
	AWC-RMSA	\$250M Property, \$3M Cyber		
	Enduris	\$6.26M Property, \$2M Cyber		

EVALUATION SCORECARD

- Each board member received an evaluation scorecard.
- This information was used to help board members through the process as insurance carriers have many facets.
 - *Note: These forms are not gathered by staff for record keeping.*

SELECTION

- Is there enough information to make a decision?
 - If not, what else is needed?
 - Which carrier is your top choice?
 - Which carrier is your second choice?
 - If there is an issue with first choice, we should have a fall back.
 - Reminder – We need a couple of weeks to fully transition to new provider.
-

Attachment B

Estimate Table

AIS 6 Selection of Insurance Provider

Coverage Area	Lease Requirement	CIAW	AWC-RMSA	Enduris
Overall Quote	N/A	\$49,724	\$45,511 (NEW)	\$58,606
General Liability	\$5,000,000 single/\$10,000,000 aggregate	\$10,000,000 Occurrence / \$20M Agg.	\$15,000,000 (no member deductible)	\$20,000,000
Employment Practices Liability	\$1million occurence/\$2 million accident	\$10,000,000	Included in liability	Included
Public Officials Errors & Omissions	Not in lease	\$10,000,000	Included in liability	\$20,000,000
Automobile Liability		\$10,000,000	\$15,000,000 (no member deductible)	\$20,000,000
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Cyber Liability		\$5,000,000 (w/\$10M group agg.)	\$3,000,000	\$2,000,000
Identity Theft		Not listed	Not listed	\$25,000
Prior Acts Coverage		Not listed	Not listed	\$4,000,000
Annual Contribution (Premium)		\$49,724	\$45,511	\$58,606
Cycle		January-December	January-December	September-August

*Enduris quote is based on facility replacement estimate provided by WCIA. Other two agencies did not request information.

Attachment C

Pool Lease Table

AIS 6 Selection of Insurance Provider

2012 LEASE	AWC-RMSA	CIAW	Enduris	Notes:
GENERAL LEASE REQUIREMENTS (SECTION 7)				
<p>Commercial General Liability Insurance: Management company shall, at its sole expense, maintain Commercial General Liability insurance for bodily injuries (including sickness or death) and property damage in the minimum amount of \$5,000,000 combined single limit per occurrence, and in the minimum amount of \$7,000,000 in the aggregate.</p>				
<p>Sexual Abuse/Molestation Insurance: Management company shall, at its sole expense, maintain Sexual Abuse/Molestation insurance in the minimum amount of \$1,000,000 combined single limit per occurrence, and in the minimum amount of \$3,000,000 in the aggregate.</p>				
<p>Employers Liability (Washington Stop-Gap): No less than \$1,000,000 per occurrence JV. Automobile Liability: Bodily Injury and Property Damage liability in a minimum amount of \$2,000,000 per accident for owned, non-owned and hired automobiles.</p>				
<p>Commercial General Liability, Employers Liability (Washington Stop-Gap) and Automobile Liability insurance shall name the Tenant and Landlord as Additional Insured. Insurance shall be Primary to and Non-Contributing with any insurance maintained by Tenant and Landlord. Insurance shall provide Waiver of Subrogation.</p>				
INSURANCE REQUIREMENTS (SECTION 7)				
<p>Property Insurance: Tenant shall, at its sole expense, obtain and keep in force, throughout the term of this Lease, a policy or policies of insurance protecting against physical loss to the Leased Premises and including earthquake coverage. The amount of such insurance will not be less than the full replacement value of the improvements on the Leased Premises including the cost to cover foundations, comply with current building codes, demolition costs and to cover the increased cost of construction due to the operation of building laws. Any deductible applicable to such insurance shall be the responsibility of Tenant.</p>				
<p>Commercial General Liability Insurance: Tenant shall, at its sole expense, maintain commercial general liability insurance for bodily injuries (including sickness or death) and property damage in the minimum amount of \$5,000,000 combined single limit per occurrence, and in the minimum amount of \$10,000,000 in the aggregate,</p>				

<p>Employers Liability (Washington Stop-Gap) in the amount of no less than \$1,000,000 per occurrence and auto bodily injury and property damage liability in a minimum amount of \$2,000,000 per accident for owned, non-owned and hired automobiles. Such insurance shall be primary to and non-contributing with any insurance maintained by Landlord.</p>				
<p>Simultaneously with the delivery of this Lease, Tenant shall furnish Landlord evidence of insurance coverage. All insurance shall be placed in insurance companies licensed to do business in the state of Washington and that reflect a Best Insurance Rating of A VIII or better. Coverage through Washington Cities Insurance Authority, a municipal risk pool, is acceptable to Landlord.</p>				<p>Legal states that all they have to be is within a risk pool in Washington State.</p>

Attachment D

Evaluation Scorecard

AIS 6 Selection of Insurance Provider

Insurance Pool Provider Evaluation Scorecard

This professional evaluation tool is designed for comparing insurance pool providers in a structured, detailed manner. Use it to objectively score providers based on key evaluation criteria.

Evaluation Area	Provider	Details	Score (1-5)	Justification	Additional Notes
Lease Requirements/Overall Rating <i>(Weight %=20)</i>	ClAW	General Liability: \$10M Occurrence/\$20M Agg.			
	AWC-RMSA	General Liability: \$15M (no deductible)			
	Enduris	General Liability: \$20M (included)			
Coverage Scope & Flexibility <i>(Weight %=20)</i>	ClAW	Multiple sublimits (\$100M Property, \$5M Cyber)			
	AWC-RMSA	\$250M Property, \$3M Cyber			
	Enduris	\$6.26M Property, \$2M Cyber			

Member Services & Support <i>(Weight %=15)</i>	CIAW	Risk management training, legal consultations, webinars, claims advocacy, and proactive loss control.			
	AWC-RMSA	Comprehensive legal support, personalized risk management services, HR assistance, extensive training programs.			
	Enduris	Dedicated risk consulting, member-focused claims management, on-site training, and extensive educational resources.			
Cost & Value <i>(Weight %=25)</i>	CIAW	\$49,724 annual premium. Includes broad coverage with competitive sublimits, good value considering high liability limits and comprehensive risk management support.			
	AWC-RMSA	\$45,511 annual premium. Exceptional value due to high property coverage limits, no deductibles on liability, extensive member training and legal support.			

	Enduris	\$58,606 annual premium. Higher cost but includes extensive liability limits (\$20M), strong claims support, and specialized resources tailored for special districts.			
Governance & Compatibility <i>(Weight %=10)</i>	CIAW	Member-directed governance			
	AWC-RMSA	Member-directed governance			
	Enduris	Member-directed governance			
References & Reputation <i>(Weight %=10)</i>	CIAW	Positive local government references			
	AWC-RMSA	Highly recommended by municipalities			
	Enduris	Established reputation with special districts			

Scoring Scale

Score	Description
1	Poor or insufficient
2	Below expectations
3	Meets basic standards
4	Above average
5	Excellent or exceeds expectations

Weighted Scoring

Evaluation Area	CIAW	AWC-RMSA	Enduris
Lease/Overall (20%)			
Coverage Scope (20%)			
Member Services (15%)			
Cost & Value (25%)			
Governance (10%)			
Reference/Reputation (10%)			
TOTAL POINTS			

Score x weighted percentage. Example $5 * .2 = 1.0$

TOP CHOICE: _____ . **POINTS:** _____

Comments: _____

RUNNER-UP CHOICE: _____ . **POINTS:** _____

Comments: _____

BOARD NAME: _____ **DATE:** _____

Attachment E1

Submitted Documents: AWC- RMSA

AIS 6 Selection of Insurance Provider



AWC-RMSA

SUBMITTED PACKET INCLUDING ESTIMATE (SUBJECT TO CHANGE)

May 27 Regular Board Meeting



RMSA membership quote

Des Moines Pool Metropolitan Park District



wacities.org/rmsa

1076 Franklin St. SE, Olympia, WA 98501

Who we are, and why we're different

RMSA is AWC's property and liability coverage solution

RMSA is the full-service risk management choice, protecting the employees, assets and officials of Washington's cities and towns. We are large enough to safeguard your assets, yet small enough to know your name. We strive to solve problems before they happen and protect you when they do.

Our sole focus is local government

The daily operations of running a city or town are complex. RMSA knows cities, and we understand the unique property and liability exposures that come with running municipal services. With our in-depth programs, tools, and staff expertise, we also know how to be your partner and help you mitigate those exposures. We build relationships with our members, and by doing so we help increase the effectiveness of municipal staff, reduce potential costs, and enhance the safety of our communities.

Risk management services

Our experienced team of risk management professionals provides the highest level of customer service and resources to help our members protect themselves. Members know they can contact RMSA staff anytime to talk through challenging situations, ask questions, and get clear, knowledgeable answers.

Governed by members

RMSA is operated by members, for members. Annually, every member has the opportunity to vote for members of both the board of directors and the operating committee. Any elected official from the membership is eligible to serve on the Board of Directors, and any member employee is eligible to serve on the Operating Committee.



We are AWC

As a program of AWC, RMSA has direct access and input into AWC's legislative monitoring and advocacy activities, as well as unparalleled insight into the needs and challenges facing all Washington cities. Plus, because we work alongside the other AWC pooling services, we are interconnected and can fully support members' needs by directing to resources across our organization.



Power of pooling

Together we are powerful

There is power in pooling our risks. RMSA's pool of municipal entities is much stronger than one entity alone. When members pool their resources together, they gain access to greater coverage and more robust services—at a lower cost.

Partnerships in pooling

RMSA is the only Washington state risk pool affiliated with AWC and the only one with access to the National League of Cities' Risk Information Sharing Consortium (NLC RISC) and the NLC Mutual Insurance Company (NLC MIC).

In an increasingly difficult commercial insurance market, RMSA has the unique ability to obtain excess liability and property coverage through membership in the NLC MIC "pool of pools," thereby saving our membership thousands of dollars in premiums.

These partnerships also provide RMSA with access to the expertise of public risk pool professionals from across the U.S. and Canada. This enables RMSA staff and governing body members to receive the latest training and gain valuable insights into public risk pool governance and administration.



Comprehensive coverage

RMSA partners with the best insurers and reinsurers to provide comprehensive coverage tailored for municipal entities, at the best possible rates. Most coverages are provided with no deductible. Our coverage offerings include:

- General, automobile, and employment practices liability
- Property, including auto physical damage, flood, and earthquake
- Equipment breakdown
- Pollution
- Crime – employee fidelity
- Cyber liability
- Aviation coverage including airports and drones

We're in this together

Premiums are pooled for better purchasing leverage and members also pool their risks. In doing so, it becomes critical for each member to focus on their own risk management efforts. With our unique knowledge of members' operations, RMSA has unparalleled ability to help identify and mitigate risks for each member.



Risk management services

RMSA doesn't just provide coverage when a loss occurs. Our risk management program, powered by years of experience, brings to light areas of concern that can be rectified to make our communities safer.

We meet with our members in person to identify issues that could become claims, protecting members before an incident happens. Members know they can trust our knowledgeable staff—and that we're always just a phone call or email away.

RMSA Member Standards

One of our most potent loss control tools is our board of directors-approved Member Standards.

These standards—developed based on claims, incident data, and best practices—serves as the road map for successful mitigation of risk for our members. Combined with recommendations from our professional risk management staff and the resources included in RMSA's programs, the RMSA Member Standards help members reduce their losses, protect their own assets, and safeguard the assets of the pool.

Pre-litigation program

RMSA's pre-litigation program helps members by providing free legal assistance to make informed decisions on issues with the potential to turn into claims. This program is highly successful and has contributed to overall claim cost reductions.

Members most frequently use the program to address issues relating to:

- Employment
- Land use
- Contracting
- Highly visible cases in the public eye

Contract review

Don't be left unnecessarily exposed by confusing insurance, hold harmless, and indemnity language found in many contracts. RMSA has the expertise to help members stay protected. Utilize our members-only online resources or contact our staff, who are available to review any contract, interlocal, or service agreement as needed.

On-site with members

We bring our knowledge and experience to you. RMSA staff meet on-site with local officials and perform thorough inspections of buildings, parks, and equipment that the member is responsible for maintaining.

Members receive a report detailing their specific possible exposures. Oftentimes, the identified hazards can be mitigated through RMSA's Loss Prevention Grants. Together, we can identify issues and take proper steps to mitigate any liability concerns.

HR and personnel resources

Our partnership with Zywave allows members unlimited access to a myriad of HR resources. These include self-service policies that can be edited to meet each member's needs, an expert help hotline, employee review and discipline guidance templates, and evaluations that provide guidance and targeted resources.

Targeting cyber security

eRiskHub is our partner for cyber security resources. It provides members with free tools and resources to help understand their unique cyber exposures, including how to establish a response plan and minimize the effects of a breach on their entity. Members have access to this resource free of charge.

Online resources

Members have access to RMSA-approved sample or model policies, procedures, and tip sheets anytime on our website.



Training

Training is an essential component of our comprehensive loss prevention program, and an investment in our members. RMSA offers eLearnings, webinars, and on-site training. Our adaptive approach makes training convenient and accessible.

On-demand training

RMSA•U is the one-stop-shop for free online training whenever it's needed. An extensive catalog of training topics is provided, and all courses are available year-round. There are beneficial classes for nearly every position, and courses that meet our Member Standards training requirements are clearly identified. On-site and live webinar trainings are free to RMSA members and open to non-members on a cost-per-attendee basis. Trainings are publicized in both *RMSA News* and AWC's *CityVoice* e-newsletters.

Scholarships

RMSA's scholarship program helps members attend a wealth of non-RMSA sponsored trainings and conferences that focus on mitigating risk.

Grant programs

We are proud to offer two grant programs for our members to help reduce risks.

Loss Prevention Grant Program

Our Loss Prevention Grant Program provides reimbursement for projects that increase safety, reduce risk exposure, and provide savings for pool members.

Members are encouraged to be creative! Past grants have helped fund sidewalk improvements, playground safety, additional lighting for parks, sewer inspection equipment, cyber-services, policy updates, and more.

Lexipol Grant Program

Our Lexipol Grant Program allows members to seek reimbursement for up to 50% of the annual cost, capped at \$5,000, for police and fire departments' annual subscriptions to Lexipol services. As the leader in providing state-specific policies and training for public safety organizations, Lexipol membership is encouraged for all members with fire departments, police departments, and jails.



Claims happen

We all hope that claims will never occur, but when they do, we have a professional, knowledgeable claims team to help you through the incident. Our staff excel in communicating with claimants, attorneys, and city staff.

We help you navigate your coverage—clarifying what's covered, and what's not, and our expert team guides you through the claims process ensuring everything runs smoothly.

24-hour claims hotline

Claims can happen at any time. RMSA claims staff is available at all hours, ensuring that you have quality claims service when you need it.

Access to additional coverages

Just about everything requires some type of insurance coverage, which is why RMSA assists members in obtaining all types of specialty coverages, including aviation, fine arts, and special events liability. We also assist members with understanding and obtaining surety coverages, including notary and public official bonds.

Additional resources

RMSA News

RMSA's monthly electronic newsletter keeps members informed and includes information about grants, scholarships, training opportunities, tips to manage risks, claims, rate information, and more.

RMSA website

Members can find what they are looking for on RMSA's website, including risk management guides, coverage information, self-serve certificate of coverage, RMSA U online trainings, asset inventory updates, tort claim forms, member standards, and more.



Outline of coverages

	Member deductible	Pool retention	Coverage limits
General, automobile, and employment practices liability	None*	\$500,000	\$15,000,000
Property	None*	\$300,000	\$250,000,000
Auto physical damage	None*	\$300,000	\$13,000,000
Flood	\$200,000	None	\$25,000,000 property \$5,000,000 vehicles \$10,000,000 high zones
Earthquake	\$200,000 (+2%)	None	\$25,000,000 property \$5,000,000 vehicles
Equipment breakdown	\$5,000	\$300,000	\$50,000,000
Crime – Employee fidelity	None	\$300,000	\$1,000,000
Pollution	None	\$100,000	\$2,000,000
Cyber liability	None	\$250,000	\$3,000,000
Aviation general liability**	None	None	\$2,000,000
Drone liability/property**	5% of the loss for physical damage	None	\$1,000,000 liability \$25,000 physical damage aggregate

* Optional member-specific deductibles may be selected.

** Aviation and drone coverage purchased only by members that own these items.

Member's failure to comply with required RMSA Member Standards will result in a deductible being applied to the claim.

Would you like more in depth information about our coverages? Email rmsa@awcnet.org and we'll email the declarations page to you.



Quote

Des Moines Pool Metropolitan Park District

2025 total contribution

\$45,511

Liability contribution

\$25,645

Experience-modification factor

0.888

Worker hours

11,317

An **Ex-Mod** (experience modification) factor of **0.888** shows positive claims history providing a **\$3,204 reduction in liability premium**

Property contribution

\$19,865

Total insured value

\$6,265,472

- Includes cyber, crime, earthquake, equipment breakdown, and pollution coverage
- Vehicles and equipment are covered at **actual cash value**
- Buildings and property in the open are covered at **replacement cost value**

We look forward to hearing from you!

Contact us with questions, or to proceed with becoming an RMSA member.

Andrea Luper
RMSA Program Director
andreal@awcnet.org

Shaylee Dipo
RMSA Membership Coordinator
<mailto:shayleed@awcnet.org>

Visit our website at wacities.org/RMSA.



Risk Management Service Agency

RMSA

SECURITY | STABILITY | SERVICE



Member Standards

AWC RMSA Member Standards

The AWC Risk Management Service Agency's Member Standards were adopted by the Board of Directors to provide consistent administrative practices for members, reducing property and liability losses.

The Standards selected were identified as those which have historically driven AWC RMSA's claims expenses and where compliance with these Standards would either eliminate or greatly reduce exposure for AWC RMSA and its membership. By following these Standards, the Board is confident that members will reduce costs for themselves and help the long-term financial stability of the AWC RMSA.

An AWC RMSA member's failure to comply with Required Member Standards will result in a deductible being applied to the loss.

Advisory Member Standards are principles and practices which, while not required, have been identified and recognized by both AWC RMSA and the pooling industry as sound best practices. AWC RMSA strongly believes that following these Advisory Member Standards will significantly decrease the likelihood of experiencing property and liability losses.

Compliance with these Member Standards can be accomplished in various ways. Loss control grants will be prioritized to assist members in meeting the standards. Also, AWC RMSA online, onsite, or on demand training is free to members to meet training standards. In all cases RMSA staff will work with members to assist in achieving compliance with all Standards.

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Leadership Member Standards

Advisory Standards

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Crime Member Standards

Required Standards

Crime Required Standard 1—Fraud

prevention training: All member employees that handle or oversee the handling of public funds shall participate, on an annual basis, in RMSA-approved training regarding internal control systems to prevent or reduce fraud.

\$1,000 deductible: If a crime related to the handling or management of public funds occurs and the member staff responsible for that incident and/or any other person involved in the internal control process has not completed the required training within the last 12 months, a deductible will be applied to the loss.

***Crime Required Standard 2—Separation of duties:** The member shall adopt and enforce a policy outlining the separation of financial duties to ensure that one person does not have the sole responsibility of receiving payments, making purchases on behalf of the entity, reconciling cash receipts, and overseeing the process. If the member has only one employee available for these duties, outsourcing should be used.

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*New for 2023

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The member's legislative body should adopt and enforce a credit card use policy to provide guidance to individuals trusted to access and use the entity's credit card(s). The credit card policy should include guidance for usage in the following areas: (a) who credit cards are distributed to, (b) the authorization and control of use of credit card funds, (c) the credit limits available, (d) payment of the bills, and (e) any other policy or procedure necessary to implement or administer the system under RCW 43.09.2855.

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Cyber security Member Standards

Note: Cyber security insurance coverage is dependent on specific mitigation measures taken by the member prior to the loss. Review RMSA cyber coverage agreement for specific requirements.

Required Standards

Cyber security Required Standard 1—Cyber awareness training: All employees and elected officials who have access to their entity's electronic systems or information shall complete at least one cyber security awareness related training (recognizing phishing emails, computer security basics, etc.) annually.

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Driving Member Standards

Required Standard

Driving Required Standard 1—Defensive driver training: All drivers (employees and volunteers, including public safety and law enforcement) who operate member owned vehicles shall complete an AWC RMSA-approved defensive/distracted driving course before driving a member vehicle and at least every three years thereafter. Additionally, all drivers of emergency vehicles shall complete an EVOC/ EVIP training before driving a member vehicle and at least every three years thereafter. If the EVOC/EVIP course includes a defensive/ distracted driving component, that will satisfy the requirement.

\$1,000 deductible: If an auto accident occurs and the operator of the member owned vehicle has not completed a defensive driving course or EVOC/EVIP course (as applicable) before having driven the vehicle or within the past three years, a deductible will be applied to the loss.

Advisory Standard

Driving Advisory Standard 1—Driver's abstract: Members should have on file a driver's abstract for all drivers who operate member-owned vehicles, including moveable equipment, and should obtain updated abstracts every three years.

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*New for 2023

Employment practices Member Standards

Required Standards

Employment practices Required Standard 1—

Review prior to personnel action: Prior to taking any personnel action that may result in termination of an employee, and/or notifying the employee of such final disposition, the member shall notify AWC RMSA and allow AWC RMSA to review the merits and risks of the termination and provide guidance at staff's discretion.

\$5,000 deductible: If a claim related to a termination is filed and the member had not previously contacted AWC RMSA and followed the guidance of staff, a deductible may apply at the discretion of the AWC RMSA claims staff.

Employment practices Required Standard 2—

Employment practices training: All employees with direct reports, elected officials, and all department heads shall complete at least one AWC RMSA- approved training course per year on an employment practices-related topic. Non-AWC RMSA sponsored trainings will require advance approval from AWC RMSA to apply.

\$1,000 deductible: If a claim related to the conduct of an employee with direct reports, elected official, or department head is filed and that person has not completed an AWC RMSA- approved training course on an employment practices-related topic within the past year, a deductible will be applied to the loss.

Advisory Standard

Employment practices Advisory Standard 1—

Personnel policy review: Personnel policies and procedures should be reviewed at least every five years by an attorney who specializes in employment practices liability. When recommended, the personnel policies and procedures should be revised, and the changes communicated to all employees.

Land use Member Standards

Required Standard

Land use Required Standard 1—Review prior to moratorium: Prior to adoption of a new moratorium, or renewal of an existing moratorium, a member shall contact AWC RMSA prior to council action for review of the proposed moratorium by an AWC RMSA approved attorney.

\$1,000 deductible: If a claim related to a land use moratorium is filed and the member had not previously contacted AWC RMSA and followed the guidance of staff, a deductible will be applied to the loss.

Advisory Standard

Land use Advisory Standard 1—Land use training: The council and planning commission should complete training within six months of assuming responsibility for land use issues. This training should include a review of the moratorium process. A refresher training should be taken every four years.

Law enforcement Member Standard

Required Standard

Law enforcement Required Standard 1—Use of force training: Commissioned officers and reserve officers shall annually complete training on the use of force policy adopted by the member.

\$1,000 deductible: If an excessive use of force claim is filed, and the officer involved has not completed use of force training within the past year, a deductible will be applied to the loss.

Advisory Standard

***Law enforcement Advisory Standard 1—CJTC training requirements:** Law enforcement departments should follow the Criminal Justice Training Commission training standards for criminal justice professionals.

*New for 2023

Public works Member Standards

Required Standards

Public works Required Standard 1—

Sewer systems: The member shall retain documentation confirming routine inspections and/or cleaning in the past 12 months of their sanitary/stormwater sewer systems.

\$1,000 deductible: If a claim is filed by a member not having inspected or cleaned some portion of their sanitary/stormwater sewer system within the past 12 months, a deductible will be applied to the loss.

Public works Required Standard 2—Service

issue documentation: The member shall retain documentation confirming complaints and the member's responses to complaints regarding issues and/or repairs needed for sidewalks and streets.

\$1,000 deductible: If a claim is filed by a member not having documented a complaint or having properly responded to that complaint a deductible will be applied to the loss.

***Public works Required Standard 3—Repeat**

claims: The member shall address identifiable hazards or practices that result in a third-party claim in order to avoid future similar losses. When feasible, either permanent or temporary mitigation measures will be instituted immediately upon notice of the claim. In situations where the cause of loss has been identified and has the potential to cause future potential damage, the member will apply a permanent remedy as soon as practicable.

\$1,000 deductible: Member will be provided with written warning and timeframe to correct issue. If a repeat claim occurs after the provided timeframe, a deductible may apply at the discretion of the AWC RMSA claims staff.

*New for 2023

Advisory Standards

Public works Advisory Standard 1—Sign

inspections: The member should retain documentation confirming annual inspections of regulatory and warning signs addressing retro-reflectivity, foliage overgrowth and needed repairs.

Public works Advisory Standard 2—Parks

inspections: The member should retain documentation confirming annual inspections of parks and recreation facilities.

***Public works Advisory Standard 3—Securing of property against theft:**

All vehicles and portable high value items such as power tools should be secured when not in use. Work vehicles should be equipped with locking boxes or bed covers to secure tools when in the field. Items should not be left in view at any time when unattended and should not be left in vehicles overnight. Keys should never be left in an unattended vehicle.

*New for 2023

Frequently asked questions

Must we be fully compliant with the Member Standards?

Yes. AWC RMSA has had Member Standards in place since 2013 and all members are required to be in full compliance with the required Member Standards. Ideally, members are also in full compliance with the Advisory Member Standards, however lack of compliance with Advisory Standards does not carry a financial penalty. AWC RMSA staff can provide assistance in helping you comply with the Member Standards.

What if we can't afford the resources needed to comply?

Most of the Member Standards requiring training can be completed for free using RMSA-U webinars, our on-site or regional trainings, or by taking advantage of AWC RMSA's scholarship program, the loss control grants are specifically targeted to help with Member Standard compliance and AWC and RMSA can assist with finding other grants.

Do other risk pools have member standards?

Yes, and in many cases, they are more rigorous and expensive to comply with than the AWC RMSA Member Standards.

Does AWC RMSA have resources to help with meeting the Member Standards?

Yes. AWC RMSA has many free resources such as model policies, loss prevention guides, inspection forms, and training which can be used to help meet these standards. In addition, a personnel policies manual template is available using the free AWC RMSA HR Helpline.

Do the deductibles apply immediately to all of the Standards?

The deductibles only apply to the Required Member Standards, not to the Advisory Member Standards.

Who is responsible for maintaining the training records?

The member is responsible for maintaining training records.

Is it required for us to contact AWC RMSA prior to terminating an employee?

Yes. If a claim or lawsuit is filed, a deductible will apply if you did not contact AWC RMSA and allow AWC RMSA to review the merits and risks of the termination and provide guidance at staff's discretion prior to taking an action which results in termination of an employee.

The AWC RMSA claims staff will determine if a deductible will be applied if staff's guidance is not followed. AWC RMSA can provide free attorney services for employment matters. Our free pre-litigation service is designed to reduce the potential liability of employment related matters.

Must we have AWC RMSA review all land use ordinances, moratorium, and/or proposed land use actions?

Yes. If a member adopts a new moratorium or renews an existing moratorium without allowing the moratorium to be reviewed by an AWC RMSA-approved attorney prior to council action or adoption and a claim or lawsuit is filed, a deductible will apply. However, AWC RMSA's free pre-litigation service can help members identify if adopting or extending a land use moratorium is a prudent course of action.

Are we required to send all contracts and interlocal agreements to AWC RMSA before we approve and sign?

No. AWC RMSA is happy to review the insurance and indemnification portions of contracts and agreements to protect our members' interest. AWC RMSA can provide standard insurance and indemnification language which you can incorporate into your contracts and agreements.

Does the contract review standard include labor agreements?

No. AWC RMSA does not review your labor or collective bargaining agreements. These should be reviewed by an attorney with expertise in employment practices, labor, and/or collective bargaining.

Required Standards and deductibles

When AWC RMSA members are in compliance with all of the required Member Standards, deductibles will not apply to claims which may arise. It is when a member is out of compliance that the following deductibles will be applied.

Crime Required Standards

Crime Required Standard 1—Fraud prevention training	\$1,000 deductible
All member employees that handle or oversee the handling of public funds shall participate, on an annual basis, in RMSA-approved training regarding internal control systems to prevent or reduce fraud.	If a crime related to the handling or management of public funds occurs and the member staff responsible for that incident and/or any other person involved in the internal control process has not completed the required training within the last 12 months, a deductible will be applied to the loss.
Crime Required Standard 2—Separation of duties	\$1,000 deductible
The member shall adopt and enforce a policy outlining the separation of financial duties to ensure that one person does not have the sole responsibility of receiving payments, making purchases on behalf of the entity, reconciling cash receipts, and overseeing the process. If the member has only one employee available for these duties, outsourcing should be used.	If a crime related to the handling or management of public funds occurs and a separation of duties policy is not in place at the time that the loss is discovered, a deductible will be applied to the loss.

Cyber security Required Standards

Cyber security Required Standard 1—Cyber awareness training	\$1,000 deductible
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Cyber security Required Standard 2— Payment instructions verification	
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Employment practices Required Standards

Employment practices Required Standard 1— Review prior to personnel action	\$5,000 deductible
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Employment practices Required Standard 2— Employment practices training	\$1,000 deductible
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Risk Management Service Agency

wacities.org/RMSA

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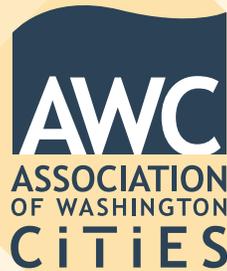


Association of Washington Cities
1076 Franklin Street SE, Olympia, WA 98501-1346 | 1.800.562.8981

Risk Management Service Agency

RMSA

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Employment practices Required Standard 2—

Employment practices training: All employees with direct reports, elected officials, and all department heads shall complete at least one AWC RMSA- approved training course per year on an employment practices-related topic. Non-AWC RMSA sponsored trainings will require advance approval from AWC RMSA to apply.

\$1,000 deductible: If a claim related to the conduct of an employee with direct reports, elected official, or department head is filed and that person has not completed an AWC RMSA- approved training course on an employment practices-related topic within the past year, a deductible will be applied to the loss.

Advisory Standard

Employment practices Advisory Standard 1—

Personnel policy review: Personnel policies and procedures should be reviewed at least every five years by an attorney who specializes in employment practices liability. When recommended, the personnel policies and procedures should be revised, and the changes communicated to all employees.

Land use Member Standards

Required Standard

Land use Required Standard 1—Review prior to moratorium: Prior to adoption of a new moratorium, or renewal of an existing moratorium, a member shall contact AWC RMSA prior to council action for review of the proposed moratorium by an AWC RMSA approved attorney.

\$1,000 deductible: If a claim related to a land use moratorium is filed and the member had not previously contacted AWC RMSA and followed the guidance of staff, a deductible will be applied to the loss.

Advisory Standard

Land use Advisory Standard 1—Land use training: The council and planning commission should complete training within six months of assuming responsibility for land use issues. This training should include a review of the moratorium process. A refresher training should be taken every four years.

Law enforcement Member Standard

Required Standard

Law enforcement Required Standard 1—Use of force training: Commissioned officers and reserve officers shall annually complete training on the use of force policy adopted by the member.

\$1,000 deductible: If an excessive use of force claim is filed, and the officer involved has not completed use of force training within the past year, a deductible will be applied to the loss.

Advisory Standard

***Law enforcement Advisory Standard 1—CJTC training requirements:** Law enforcement departments should follow the Criminal Justice Training Commission training standards for criminal justice professionals.

*New for 2023

Public works Member Standards

Required Standards

Public works Required Standard 1—

Sewer systems: The member shall retain documentation confirming routine inspections and/or cleaning in the past 12 months of their sanitary/stormwater sewer systems.

\$1,000 deductible: If a claim is filed by a member not having inspected or cleaned some portion of their sanitary/stormwater sewer system within the past 12 months, a deductible will be applied to the loss.

Public works Required Standard 2—Service

issue documentation: The member shall retain documentation confirming complaints and the member's responses to complaints regarding issues and/or repairs needed for sidewalks and streets.

\$1,000 deductible: If a claim is filed by a member not having documented a complaint or having properly responded to that complaint a deductible will be applied to the loss.

***Public works Required Standard 3—Repeat**

claims: The member shall address identifiable hazards or practices that result in a third-party claim in order to avoid future similar losses. When feasible, either permanent or temporary mitigation measures will be instituted immediately upon notice of the claim. In situations where the cause of loss has been identified and has the potential to cause future potential damage, the member will apply a permanent remedy as soon as practicable.

\$1,000 deductible: Member will be provided with written warning and timeframe to correct issue. If a repeat claim occurs after the provided timeframe, a deductible may apply at the discretion of the AWC RMSA claims staff.

*New for 2023

Advisory Standards

Public works Advisory Standard 1—Sign

inspections: The member should retain documentation confirming annual inspections of regulatory and warning signs addressing retro-reflectivity, foliage overgrowth and needed repairs.

Public works Advisory Standard 2—Parks

inspections: The member should retain documentation confirming annual inspections of parks and recreation facilities.

***Public works Advisory Standard 3—Securing of property against theft:**

All vehicles and portable high value items such as power tools should be secured when not in use. Work vehicles should be equipped with locking boxes or bed covers to secure tools when in the field. Items should not be left in view at any time when unattended and should not be left in vehicles overnight. Keys should never be left in an unattended vehicle.

*New for 2023

Frequently asked questions

Must we be fully compliant with the Member Standards?

Yes. AWC RMSA has had Member Standards in place since 2013 and all members are required to be in full compliance with the required Member Standards. Ideally, members are also in full compliance with the Advisory Member Standards, however lack of compliance with Advisory Standards does not carry a financial penalty. AWC RMSA staff can provide assistance in helping you comply with the Member Standards.

What if we can't afford the resources needed to comply?

Most of the Member Standards requiring training can be completed for free using RMSA-U webinars, our on-site or regional trainings, or by taking advantage of AWC RMSA's scholarship program, the loss control grants are specifically targeted to help with Member Standard compliance and AWC and RMSA can assist with finding other grants.

Do other risk pools have member standards?

Yes, and in many cases, they are more rigorous and expensive to comply with than the AWC RMSA Member Standards.

Does AWC RMSA have resources to help with meeting the Member Standards?

Yes. AWC RMSA has many free resources such as model policies, loss prevention guides, inspection forms, and training which can be used to help meet these standards. In addition, a personnel policies manual template is available using the free AWC RMSA HR Helpline.

Do the deductibles apply immediately to all of the Standards?

The deductibles only apply to the Required Member Standards, not to the Advisory Member Standards.

Who is responsible for maintaining the training records?

The member is responsible for maintaining training records.

Is it required for us to contact AWC RMSA prior to terminating an employee?

Yes. If a claim or lawsuit is filed, a deductible will apply if you did not contact AWC RMSA and allow AWC RMSA to review the merits and risks of the termination and provide guidance at staff's discretion prior to taking an action which results in termination of an employee.

The AWC RMSA claims staff will determine if a deductible will be applied if staff's guidance is not followed. AWC RMSA can provide free attorney services for employment matters. Our free pre-litigation service is designed to reduce the potential liability of employment related matters.

Must we have AWC RMSA review all land use ordinances, moratorium, and/or proposed land use actions?

Yes. If a member adopts a new moratorium or renews an existing moratorium without allowing the moratorium to be reviewed by an AWC RMSA-approved attorney prior to council action or adoption and a claim or lawsuit is filed, a deductible will apply. However, AWC RMSA's free pre-litigation service can help members identify if adopting or extending a land use moratorium is a prudent course of action.

Are we required to send all contracts and interlocal agreements to AWC RMSA before we approve and sign?

No. AWC RMSA is happy to review the insurance and indemnification portions of contracts and agreements to protect our members' interest. AWC RMSA can provide standard insurance and indemnification language which you can incorporate into your contracts and agreements.

Does the contract review standard include labor agreements?

No. AWC RMSA does not review your labor or collective bargaining agreements. These should be reviewed by an attorney with expertise in employment practices, labor, and/or collective bargaining.

Required Standards and deductibles

When AWC RMSA members are in compliance with all of the required Member Standards, deductibles will not apply to claims which may arise. It is when a member is out of compliance that the following deductibles will be applied.

Crime Required Standards

Crime Required Standard 1—Fraud prevention training	\$1,000 deductible
All member employees that handle or oversee the handling of public funds shall participate, on an annual basis, in RMSA-approved training regarding internal control systems to prevent or reduce fraud.	If a crime related to the handling or management of public funds occurs and the member staff responsible for that incident and/or any other person involved in the internal control process has not completed the required training within the last 12 months, a deductible will be applied to the loss.
Crime Required Standard 2—Separation of duties	\$1,000 deductible
The member shall adopt and enforce a policy outlining the separation of financial duties to ensure that one person does not have the sole responsibility of receiving payments, making purchases on behalf of the entity, reconciling cash receipts, and overseeing the process. If the member has only one employee available for these duties, outsourcing should be used.	If a crime related to the handling or management of public funds occurs and a separation of duties policy is not in place at the time that the loss is discovered, a deductible will be applied to the loss.

Cyber security Required Standards

Cyber security Required Standard 1—Cyber awareness training	\$1,000 deductible
All employees and elected officials who have access to their entity's electronic systems or information shall complete at least one cyber security awareness related training (recognizing phishing emails, computer security basics, etc.) annually.	If a cyber security related incident occurs and the member staff responsible for that incident has not completed a cyber security awareness training video/course within the last 12 months, a deductible will be applied to the loss.
Cyber security Required Standard 2— Payment instructions verification	
The member should develop and adopt a policy related to the verification of external financial payments to include a procedure to verify the authenticity of each payment request. This could include implementing a call-back verification process or a secondary verification by a second employee.	Coverage excluded: This is a direct requirement of RMSA's cyber insurer to access coverage for social engineering fraud. Non-compliance, in the form of failure to have such a procedure in place, or failure to follow such procedure, will void otherwise available coverage and result in coverage being excluded.

Required Standards and deductibles

Driving Required Standard

Driving Required Standard 1—Defensive driver training	\$1,000 deductible
<p>All drivers (employees and volunteers, including public safety and law enforcement) who operate member owned vehicles shall complete an AWC RMSA-approved defensive/distracted driving course before driving a member vehicle and at least every three years thereafter. Additionally, all drivers of emergency vehicles shall complete an EVOC/EVIP training before driving a member vehicle and at least every three years thereafter. If the EVOC/EVIP course includes a defensive/ distracted driving component, that will satisfy the requirement.</p>	<p>If an auto accident occurs and the operator of the member owned vehicle has not completed a defensive driving course or EVOC/EVIP course (as applicable) before having driven the vehicle or within the past three years, a deductible will be applied to the loss.</p>

Employment practices Required Standards

Employment practices Required Standard 1— Review prior to personnel action	\$5,000 deductible
<p>Prior to taking any personnel action that may result in termination of an employee, and/or notifying the employee of such final disposition, the member shall notify AWC RMSA and allow AWC RMSA to review the merits and risks of the termination and provide guidance at staff's discretion.</p>	<p>If a claim related to a termination is filed and the member had not previously contacted AWC RMSA and followed the guidance of staff, a deductible may apply at the discretion of the AWC RMSA claims staff.</p>
Employment practices Required Standard 2— Employment practices training	\$1,000 deductible
<p>All employees with direct reports, elected officials, and all department heads shall complete at least one AWC RMSA- approved training course per year on an employment practices-related topic. Non-AWC RMSA sponsored trainings will require advance approval from AWC RMSA to apply.</p>	<p>If a claim related to the conduct of an employee with direct reports, elected official, or department head is filed and that person has not completed an AWC RMSA- approved training course on an employment practices-related topic within the past year, a deductible will be applied to the loss.</p>

Land use Required Standard

Land use Required Standard 1—Review prior to moratorium	\$1,000 deductible
<p>Prior to adoption of a new moratorium, or renewal of an existing moratorium, a member shall contact AWC RMSA prior to council action for review of the proposed moratorium by an AWC RMSA approved attorney.</p>	<p>If a claim related to a land use moratorium is filed and the member had not previously contacted AWC RMSA and followed the guidance of staff, a deductible will be applied to the loss.</p>

Law enforcement Required Standard

Law enforcement Required Standard 1—Use of force training	\$1,000 deductible
<p>Commissioned officers and reserve officers shall annually complete training on the use of force policy adopted by the member.</p>	<p>If an excessive use of force claim is filed, and the officer involved has not completed use of force training within the past year, a deductible will be applied to the loss.</p>

Public works Required Standards

Public works Required Standard 1—Sewer systems	\$1,000 deductible
<p>The member shall retain documentation confirming routine inspections and/or cleaning in the past 12 months of their sanitary/stormwater sewer systems.</p>	<p>If a claim is filed by a member not having inspected or cleaned some portion of their sanitary/stormwater sewer system within the past 12 months, a deductible will be applied to the loss.</p>
Public works Required Standard 2— Service issue documentation	\$1,000 deductible
<p>The member shall retain documentation confirming complaints and the member's responses to complaints regarding issues and/or repairs needed for sidewalks and streets.</p>	<p>If a claim is filed by a member not having documented a complaint or having properly responded to that complaint a deductible will be applied to the loss.</p>
Public works Required Standard 3—Repeat claims	\$1,000 deductible
<p>The member shall address identifiable hazards or practices that result in a third-party claim in order to avoid future similar losses. When feasible, either permanent or temporary mitigation measures will be instituted immediately upon notice of the claim. In situations where the cause of loss has been identified and has the potential to cause future potential damage, the member will apply a permanent remedy as soon as practicable.</p>	<p>Member will be provided with written warning and timeframe to correct issue. If a repeat claim occurs after the provided timeframe, a deductible may apply at the discretion of the AWC RMSA claims staff.</p>

Risk Management Service Agency

wacities.org/RMSA

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Association of Washington Cities
1076 Franklin Street SE, Olympia, WA 98501-1346 | 1.800.562.8981

Attachment E1 - NEW
**Submitted Documents: AWC-
RMSA**

AIS 6 Selection of Insurance Provider

NEW DOCUMENTS PROVIDED BY AWC on Friday, June 27

**BYLAWS OF
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
(AWC RMSA)**

Amended June 20, 2024

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PURPOSE AND PREAMBLE

In an effort to provide the cities and towns of Washington State with insurance and risk management services, the Association of Washington Cities Risk Management Service Agency (AWC RMSA) was created with the Association of Washington Cities (AWC), a Washington non-profit corporation organized under 501 (c)(4) as its sponsoring entity. The AWC acts as the Administrative Agent, providing the AWC RMSA with contracted administrative services. Each participating Member joins and maintains membership in the AWC RMSA through the signed Interlocal Agreement.

Except where inconsistent with State Law or the Agency's Interlocal Agreement, these Bylaws provide for the governance and regulation of the AWC RMSA herein referred to as "the Agency".

ARTICLE 1 DEFINITIONS

The following definitions shall govern in these bylaws:

- Section 1. "Administrative Agent" – shall mean the Association of Washington Cities (AWC) which provides the contracted administrative services for the Agency.
- Section 2. "Agency" – shall mean the Association of Washington Cities Risk Management Service Agency (AWC RMSA).
- Section 3. "Annual Meeting" shall mean the business meeting of the entire membership, taking place annually.
- Section 4. "Assessment" – shall mean the moneys paid by the Members to the Agency.
- Section 5. "Board of Directors" or "Board" – shall mean the governing board of the Risk Management Service Agency (RMSA) as duly elected by the Members.
- Section 6. "Chief Executive" – shall mean the mayor, manager, or head official of a Member, who carries the primary authority to make executive level decisions on behalf of the Member.
- Section 7. "Claim" – shall mean demands made against the Agency arising out of occurrences which are within the Agency's Coverage Agreement, as developed by the Board of Directors.
- Section 8. "Coverage Agreement" – shall mean the coverage document established by the Board of Directors and intended to address the general claims operations of the Agency.
- Section 9. "Director" – shall mean one of the seven (7) members of the Board of Directors.
- Section 10. "Member" – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency's Interlocal Agreement.
- Section 11. "Operating Committee" – shall mean the standing advisory committee to the Board of Directors.
- Section 12. "Representative" – shall mean elected members of the Operating Committee or appointed members of a Special Committee.
- Section 13. "Special Committee" – shall mean committees of the Agency created by the Board of Directors.

ARTICLE 2 BOARD OF DIRECTORS

- Section 1. The Agency shall be governed by a seven-member Board of Directors. The statutorily granted

powers of the Agency shall rest with the Board of Directors. The Board of Directors shall have the power to make all Agency governance decisions, including adopting, amending and repealing resolutions, bylaws and coverages.

Section 2. All seven (7) board positions are elected at-large and shall only be open to elected officials from participating Members.

Section 3. Terms

Each Director shall serve a staggered three-year (3) term of office running from January through December.

Section 4. Nominations and Elections

- a. The process to elect Directors to positions with expiring terms shall begin in September of the year preceding the expiration date of the term, with the term of office commencing January 1 and continuing for three (3) years.
- b. Any elected official of any Member may run for a position on the Board of Directors by submitting a completed application to the Agency.
- c. After all candidate applications have been received, ballots shall be provided to each Member pursuant to a secure process approved by the Agency. The ballot shall be completed by the Chief Executive or designee of the Member and shall be securely returned to the Agency, pursuant to the process approved by the Agency.
- d. When the ballots are returned, the results of the election will be reviewed and confirmed by General Counsel. The results shall remain confidential until the ballots are read into the record at a meeting of the Board of Directors in November or December.

Section 5. Vacancies

- a. Vacancies which occur prior to a term expiring shall be filled from candidates whose names are submitted to the Board of Directors, pursuant to section 4 (b). The remaining Directors shall select candidates whose interests and qualifications add to the vision, mission and values of the Agency.
- b. The Agency will notify all Members of the vacancy and interested candidates shall submit a completed application to the Agency for the remaining Directors' consideration.
- c. Following the appointment to the vacancy, the newly appointed Director will immediately fill the vacant Board position and the Director's term will expire with the term of the vacant position.

Section 6. Participation

- a. Each Director shall make every effort to attend and actively participate in all regular and special meetings of the Board of Directors.
- b. A Director shall be automatically terminated if such Director fails to attend three (3) consecutive meetings of the Board without being excused from attendance by the President of the Board of Directors, as noted in the minutes. Proxies shall not be permitted.
- c. A Director shall lose their position on the Board when the Member which the Director represents withdraws or is terminated by the Board of Directors. If the Member withdraws from the Agency, the loss of voting rights shall be effective from the date of the notice of

withdrawal. If the Member is terminated by the Board of Directors, the loss of voting rights shall be effective from the date of the notice from the Agency to the Member of the termination of membership.

Section 7. Officers of the Board of Directors

- a. The Board shall have a President and a Vice President.
- b. The Board shall elect a President and a Vice President at the last meeting of each odd numbered year. The term of office of the President and Vice President shall be two (2) years.
- c. President or Vice President vacancies which occur prior to a term expiring shall be filled at the next meeting by a majority vote of a quorum of the remaining Directors. Following the appointment to the vacancy, the newly appointed Officer will immediately fill the vacant position and their term will expire with the term of the vacant position.

Section 8. Duties of the President and the Vice President

- a. The President of the Board shall preside over and chair all of the regular and special meetings of the Board of Directors. In the absence of the President, the Vice President shall act in the President's place.
- b. The President, and the Vice President while acting in the President's place, shall also retain all voting rights.

Section 9. Special Committees of the Board of Directors

- a. This section shall not apply to the Operating Committee.
- b. The Board of Directors, by resolution adopted by a majority of the Directors in office, may create one or more Special Committees and shall appoint the Representatives thereof.
- c. A Special Committee must have at least five or more Representatives, all who shall serve at the pleasure of the Board of Directors.
- d. At least two Representatives of a Special Committee shall be Directors.
- e. All Special Committees and their Representatives shall be governed by the same requirements regarding meetings, notice and waiver of notice, quorum, and voting requirements as are applicable to the Board of Directors.
- f. The Board of Directors may, by resolution adopted by a majority of the Directors in office, terminate a Special Committee at any time.
- g. Each Special Committee Representative shall be reimbursed by the Agency for all expenses incurred for attending any Special Committee meeting or other Special Committee business in their formal capacity as a Representative of a Special Committee.

**ARTICLE 3
CLAIMS SETTLEMENT AUTHORITY**

The Board of Directors authorizes the Chief Executive Officer of the Administrative Agent to settle any claims which the Agency has authority to settle with total incurred values of up to \$500,000. The Board of Directors further authorizes the Chief Executive Officer of the Administrative Agent to grant levels of claims settlement authority to other Administrative Agent employees at his/her discretion, provided that these levels do not exceed the Chief Executive Officer's own authority. The Board of Directors will retain settlement authority for claims with total incurred values of \$500,001 and up to the reinsurance limit. Settlement authority shall be granted at meetings that have been noticed to members and posted on the Agency's website per requirements established in the Washington Administrative Code (WAC) Chapter 200-100.

**ARTICLE 4
OPERATING COMMITTEE**

Section 1. Purpose and Intent

- a. The Administrative Agent shall advise an Operating Committee on certain Agency operations.
- b. The intent of the Operating Committee is to provide recommendations to the Board of Directors relative to operational aspects of the Agency, including but not limited to:
 1. Annual Assessment Rating to be charged to the membership
 2. Insurance purchasing and changes to the Coverage Agreement
 3. Annual Budget and Financial Reports
 4. Claims, Loss Prevention and Membership Services

Section 2. Election and Terms

- a. The Chief Executive of any Member may nominate a non-elected official from that Member as a candidate for the Operating Committee.
- b. Once nominated, a candidate shall submit a completed application expressing their interest and describing their qualifications.
- c. Each Member with a representative present at the Annual Meeting shall elect the Representatives of the Operating Committee, by a majority vote. Each Member present may only be represented by one (1) vote
- d. Each Operating Committee Representative shall serve a two (2) year term of office beginning immediately from the date of election at the Annual Meeting and expiring at the end of the second Annual Meeting following the election. Terms for positions 1, 3, 5, 7, and 9 will expire two (2) years from the date of election at an Annual Meeting occurring in an even-numbered year. Terms for positions 2, 4, 6, and 8 will expire two (2) years from the date of election at an Annual Meeting occurring in an odd-numbered year.

Section 3. Vacancies

- a. Vacancies which occur prior to a term expiring shall be filled from candidates whose names are submitted to the Operating Committee. The remaining Operating Committee Representatives shall select candidates whose interests and qualifications add to the vision, mission and values of the Agency and to the role played by the Operating Committee.
- b. The Agency will notify all Members of the vacancy and the Chief Executive of any Member may nominate a non-elected official from that Member as a candidate for the vacancy on the Operating Committee.

- c. Candidates who have been nominated and with interest in serving on the Operating Committee shall submit a completed application to the Agency for the remaining Representatives' consideration.
- d. Following the appointment to the vacancy, the newly appointed Representative will immediately fill the vacant Operating Committee position and the Representative's term will expire with the term of the vacant position.

Section 4. Participation and Termination

- a. Each Committee Representative shall make every effort to attend and actively participate in all regular and special meetings of the Operating Committee.
- b. Any Operating Committee Representative who is absent from three consecutive Operating Committee meetings, without being excused by the Chair of the Operating Committee may be dismissed from the Operating Committee by a majority vote of the remaining Operating Committee Representatives. Proxies shall not be permitted.
- c. A Representative shall lose their position on the Operating Committee when the Member which the Representative represents withdraws or is terminated by the Board of Directors. If the Member withdraws from the Agency, the loss of voting rights shall be effective from the date of the notice of withdrawal. If the member is terminated by the Board of Directors, the loss of voting rights shall be effective from the date of the notice from the Agency to the Member of the termination of membership.

Section 5. Officers of the Operating Committee

- a. The Operating Committee shall elect two Officers, a Chair and a Vice Chair, to conduct the affairs of the Operating Committee. The Officers of the Operating Committee shall be elected at the first regular meeting of every even-numbered year. The term of office for the Chair and Vice Chair shall be two (2) years.
- b. Chair or Vice Chair vacancies which occur prior to a term expiring shall be filled at the next meeting by a majority vote of a quorum of the remaining Committee members. Following the appointment to the vacancy, the newly appointed Officer will immediately fill the vacant position and their term will expire with the term of the vacant position.

Section 6. Ex-Officio Representatives to the Board of Directors

- a. The Chair or designee of the Operating Committee shall serve as an ex-officio member on the Board of Directors, serving as a liaison between the Operating Committee and the Board of Directors. This representative shall have no voting rights during meetings of the Board of Directors.
- b. The Ex-Officio's term on the Board of Directors shall coincide with their term on the Operating Committee.

**ARTICLE 5
MEETINGS OF THE AGENCY**

Section 1. Regular Meetings and Notice

- a. The Board of Directors, Operating Committee and Special Committees shall establish the times and dates for their regular meetings.

- b. Written notice of each regular meeting shall be given to each Director of the Board of Directors and to each Representative of the Operating Committee and Special Committees of the Board. Notice will also be given to the Washington State Risk Manager's Office, and all other Members in the manner provided by the Revised Code of the State of Washington, Section 42.30, known as the Open Public Meetings Act (OPMA). Such notice shall specify:
 1. The place and time of such meeting
 2. Those matters which are intended to be presented for action by the Board or Committee.
 3. Such other matters, if any, as may be expressly required by statute or by the Agency's Bylaws or Interlocal Agreement.
- c. All notices of meetings, and the preliminary agenda for those meetings, shall be posted on the Agency's website per requirements established in the Washington Administrative Code (WAC) Chapter 200-100.

Section 2. Special Meetings

Special meetings of the Board, Operating Committee, or Special Committee for the purpose of taking any action permitted by the statute and the Agency's Interlocal may be called at any time by the Board President, Operating or Special Committee Chair or by not less than ten Members. Upon request in writing that a special meeting of the Board, Operating or Special Committee be called for any proper purpose and directed to the Board President, Vice President, Committee Chair or Vice Chair by any person or persons entitled to call a special meeting of the Board, Operating Committee, or Special Committee, the officer receiving such request shall cause notice to be given to the Members that a meeting will be held at a time requested by the person or persons calling the meeting, not less than 24 hours nor more than 60 days after receipt of the request. Notice of any special meeting of the Board, Operating Committee, or Special Committee shall be given in compliance with the Open Public Meetings Act.

Section 3. Quorum

To constitute a valid regular or special meeting, the presence by a simple majority of the Board Directors, Operating Committee or Special Committee Representatives is required.

Directors or Committee Representatives may participate in regular or special meetings by means of a conference by telephone or any similar communications equipment, one which enables all persons participating in the meeting to hear each other during the meeting, as well as that of the public, for meetings which are open to the public. Participation by such means shall constitute presence in person at a meeting and for meeting quorum purposes.

Section 4. Minutes

Any action by the Board, Operating Committee, or Special Committee shall be reported in the minutes of the next formal meeting of the Board, Operating Committee or Special Committee. All minutes shall be posted on the Agency's website.

Section 5. Rules of Operation

All meetings of the Board, Operating Committee or Special Committee shall be conducted with guidance from Roberts Rules of Order, except where such is in conflict with the Open Public Meetings Act, the governing Washington Administrative Code (WAC) Chapter 200-100, the Agency's Interlocal Agreement, or these Bylaws, whereupon the latter shall rule over the Roberts Rules of Order.

**ARTICLE 6
INSPECTION OF THE AGENCY RECORDS**

The accounting books and records, the list of Members, the Board Directors, and Representatives of the Operating and Special Committees shall be open to the inspection of any Member at any reasonable time. Such inspection by a Member may be made in person or by agent or attorney. The right of inspection includes the right to copy and make extracts at the expense of the party requesting such copies.

ARTICLE 7 AMENDMENTS

These Bylaws may be amended or repealed by the affirmative vote of a majority of the entire Board of Directors, except as otherwise provided by the Agency's Interlocal Agreement.

Nothing within these Bylaws shall be considered a waiver of the agreements and rights afforded in the Agency's Interlocal Agreement. Should any inconsistencies between these Bylaws and the Agency's Interlocal Agreement exist, the Agency's Interlocal Agreement shall prevail.

ARTICLE 8 MEMBERSHIP

Section 1. Annual Meeting of the Membership.

a. Time of Meeting

The regular Annual Meeting of the Members shall be held at such time and at such location as may be determined by the Board of Directors.

b. Notice

Written notice of the time and location of the Annual Meeting shall be given to all Members in the manner provided by RCW 42.30 and no more than 60 days and not less than 30 days before the date chosen by the Board of Directors. Such notice shall specify:

1. The time and place of the Annual Meeting;
2. Those matters intended to be presented for action by the Members; and
3. Such other matters, if any, as may be expressly required by statute or by the Agency Interlocal Agreement.

Section 2. New Member Entities

a. The Board of Directors will consider the addition of new Members based on the information and recommendations provided by the Administrative Agent, and may consider input from the Operating Committee. Following an approval vote by the Board of Directors, a new Member shall become an active participating Member and the effective date shall commence on the date identified by the Board of Directors, provided the new Member has completed the following:

1. Adoption of a resolution by the Member's governing body, approving both the membership and the Agency Interlocal Agreement
2. Signing of the Agency Interlocal Agreement;
3. Payment of the assessment as quoted.

b. It shall not be necessary for existing Members to re-sign or ratify the Agency Interlocal Agreement in order to allow the joining to the Agency Interlocal Agreement of new

Members. Once any Member has signed the Agency Interlocal Agreement, it shall represent that Member's agreement to be bound, in the future, to all terms of the Agency Interlocal Agreement, with any new Member whose membership has been approved by the Board of Directors and who has completed the requirements of membership. Thereafter, the new Member shall be considered a party to the Agency Interlocal Agreement to the same extent as all original Members and for all purposes.

Section 3. Withdrawal of Membership

Members wishing to withdraw from the Agency must comply with all of the requirements specified in the Agency's Interlocal Agreement. Upon receipt of a Member's notice of withdrawal, written confirmation shall be sent to the withdrawing Member, confirming withdrawal from the Agency. The Board may, at any time prior to the effective date of withdrawal, choose to accept a withdrawn Member's rescission of their notice of withdrawal, allowing the Member to remain a Member of the Agency.

**ARTICLE 9
COVERAGE DETERMINATION AND APPEAL**

Section 1. Coverage Determination and Appeal

It shall be the duty and responsibility of the Administrative Agent, acting on behalf of the Agency, to make all initial determinations regarding rights to coverage and protections provided in the Coverage Agreement. Such determinations shall be made according to the procedures set forth in this article, and subject to the right of appeal set forth in this article.

- a. Upon receipt of notice of a Summons and Complaint against a Member or person claiming coverage or protection rights under the Coverage Agreement, the Administrative Agent shall, within a reasonable time after receipt of said notice, make a determination of any issue of coverage or right to protection afforded a Member or person.
- b. Upon making a determination of coverage or right to protection under the Coverage Agreement, the Administrative Agent shall notify the affected Member and/or person claiming coverage or protection of his or her determination in writing.
- c. The written determination of coverage to be prepared by the Administrative Agent shall advise the affected Member and/or person of one or more of the following:
 1. Whether the Agency will provide the affected Member and/or person legal counsel for defense of the Summons and Complaint.
 2. Whether the Agency is reserving any rights to make subsequent determinations regarding coverages or protections to be afforded the affected Member and/or person.
 3. Whether the Agency is denying rights to coverage or protection to the affected Member and/or person under the Coverage Agreement for the claims made in the Summons and Complaint under review. In the event that coverage for a claim or suit under the Coverage Agreement is denied to an Agency Member, the Administrative Agent shall inform the Member in writing of the appeal process of these Bylaws.
- d. In the event that the Administrative Agent determines that the Agency should reserve its rights to make subsequent determinations regarding coverages or protections to the Member and/or person, or; determine that coverages or protections should be denied to a Member and/or person, the written notice of such a determination shall also state the reasons for any such reservation of rights or denial of rights to coverage or protections.
- e. In the event that a final determination of a Member's or person's rights to coverages or

protections under the Coverage Agreement cannot be made by the Administrative Agent until after the facts of the Summons and Complaint are determined in a trial in a court of law or other legal forum, it shall be the duty and responsibility of the Administrative Agent to make a determination of any undetermined issue of coverage or protection within a reasonable time following the final judgment of the court or other legal forum responsible for determining the facts of the Summons and Complaint. Such a determination shall be made in writing to the affected Member and/or person and shall contain such necessary information as provided for in this Article.

- f. All written determinations by the Administrative Agent regarding coverages or protections afforded to a Member and/or person named as a defendant in a Summons and Complaint shall be deemed final and binding unless an aggrieved Member and/or aggrieved person files a timely Notice of Appeal of the decision to the Board of Directors in the manner specified in this Article.
- g. The Administrative Agent shall not be obligated to make any determinations of coverages or protections to be afforded by the Agency to a Member and/or person until a Summons and Complaint has been served upon the affected Member and/or person and until the Administrative Agent has had notice thereof. However, the Administrative Agent may, at their discretion, issue tentative written determinations of coverage or protection before a Summons and Complaint has been filed and/or served upon the Member, when it would appear to be in the best interest of the Agency to make such a tentative and advisory determination.

In the event the Administrative Agent decides to make a tentative determination of coverage or protection, and following receipt by the Administrative Agent of a Summons and Complaint, he or she shall remain obligated to provide a subsequent final written determination of coverage or protection issues, as provided in Sections 1 (a), (b), (c), (d), (e), and (f) of this Article.

Section 2. Appeal

Any written determination made by the Administrative Agent pursuant to Section 1. (c) and (d) of this Article denying coverages or protections of the Coverage Agreement to a Member and/or affected person shall be final, as provided in Section (f) of this Article, unless the procedures for Appeal, provided hereafter, are followed by the Member and/or person affected by the denial of coverage or protection. The following procedures for Appeal shall apply in all cases.

- a. Any Member or person aggrieved by the Administrative Agent's written determination to deny coverages or protections under the Coverage Agreement may appeal the decision of the Administrative Agent to the Board of Directors. The Appeal must be initiated by the aggrieved Member or person within thirty (30) days following receipt by the aggrieved Member or person, of the Administrative Agent's written determination denying coverage or protection. If an Appeal is not initiated within thirty (30) days, as provided herein, the Member or person shall be deemed to have waived any further right to appeal the decision of the Administrative Agent.
- b. An Appeal is deemed initiated for purposes of this Article when the aggrieved Member or person, or their legal representatives, serves a written Notice of Appeal upon the Administrative Agent or upon the President of the Board of Directors. The written Notice of Appeal shall include the following information:
 - 1. The name of the aggrieved Member or person initiating the Appeal.
 - 2. A brief statement of facts identifying what determination of the Administrative Agent is being appealed and the reasons why the party appealing feels the decision of the Administrative Agent was incorrect. (A copy of the Administrative Agent's written

determination may be attached by reference to the Notice of Appeal.)

3. The signature of the person or authorized representative of the member initiating the Appeal or the signature of the appealing party's legal representative.
- c. Within thirty (30) days after an Appeal has been initiated, a meeting of the Board of Directors shall be convened by the President of the Board of Directors to hear the Appeal. Notice of the date set for hearing of the Appeal by the Board of Directors shall be sent to the appealing party not later than fifteen (15) days prior to the date set for the hearing. The President of the Board of Directors shall have the authority to set hearing dates for the Appeal and to grant a continuance of the hearing date where good cause for continuance is shown.
- d. The hearing by the Board of Directors may occur when a quorum of the Board of Directors, pursuant to these Bylaws, is present. Voting by the Board of Directors and the procedures for the meeting of the Board of Directors on the Appeal hearing shall be pursuant to these Bylaws. If a Director is an elected official off the Member initiating an Appeal, then the Director shall abstain from participation and from voting on any aspect of the appeal.
- e. The hearing of the Board of Directors on the Appeal shall proceed as follows:
 1. The President of the Board of Directors shall administer the hearing and make all necessary procedural rulings during the hearing.
 2. The appealing party or his or her legal representatives, if any, shall proceed first, explaining the reasons why the party is aggrieved by the decision of the Administrative Agent. The appealing party shall present to the Board of Directors all relevant evidence, testimony, argument and legal authority to support his or her appeal to the Board of Directors. Thereafter, the Administrative Agent and/or the counsel to the Agency may present all relevant evidence, testimony, argument and legal authority in opposition to the appealing party's position. The Board of Directors shall allow one opportunity for rebuttal evidence and argument to each side thereafter.
 3. Following the presentation of evidence, testimony, argument, and legal authority, the Board of Directors may retire into executive session to discuss its consideration of the Appeal. Thereafter, the Board of Directors shall reconvene in public session to consider and vote on any motion made to determine the appeal. The Board of Directors may vote to uphold the decision of the Administrative Agent or to modify or reverse the decision of the Administrative Agent. The decision of the Board shall be reduced to writing and signed by the President of the Board of Directors and a copy thereof sent to the appealing party within fourteen (14) days following the final decision of the Board of Directors.
 4. The President of the Board of Directors may adjourn and reconvene any hearing on an appeal as may be necessary to preserve a fair hearing.
- f. A final decision of the Board of Directors determining an Appeal and not granting the appealing party the full relief sought shall not preclude the appealing party from seeking further, de novo, review of the Administrative Agent's determination and/or the Board of Directors determination in any other legal forum or court. However, no member or person claiming coverage or protection under the Coverage Agreement may maintain any lawsuit or complaint against the Agency alleging any improper or incorrect denial of coverage or protections afforded to the member or person under the Coverage Agreement unless the member or person has first complied with all of the requirements of these Bylaws. Exhaustion of the Appeal process shall be a condition precedent to any subsequent legal action or suit by an aggrieved member or person.

ARTICLE 10
CONFLICT OF INTEREST AND APPEARANCE OF FAIRNESS

All Directors and Committee Representatives recognize that the Agency is a public body subject to state law regarding conflict of interest provisions and the guidelines of the appearance of fairness doctrine. Should situations arise where conflicts of interest or appearance of fairness issues are in question; the affected Director or Representative shall observe the advice of the Agency's legal counsel in a manner consistent with said provisions and guidelines. If an affected Director or Representative disagrees with the advice of the Agency's legal counsel, the Board of Directors may vote by majority to excuse a Director or Representative from a portion, or all of any executive session where a matter of potential legal conflict between the Agency and the Director, Representative, Member or person will be discussed.

**INTERLOCAL AGREEMENT OF
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
(AWC-RMSA)**

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INTERLOCAL AGREEMENT: OF THE ASSOCIATION OF WASHINGTON CITIES RISK MANAGEMENT SERVICE AGENCY

PREAMBLE

State law authorizes the formation of pooling organizations to provide insurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This Agreement provides for self-insurance pooling and/or the economical purchase of Insurance coverage for Local Governmental Entities. This Agreement is made and entered into in the State of Washington by and among the Members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", and individually as "Member", which are parties signatory to this Agreement.

RECITALS

WHEREAS, Chapter 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

WHEREAS, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

WHEREAS, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a Joint Self-Insurance program for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

ARTICLE 1 Definitions

The following definitions shall apply to the provisions of this Agreement:

- 1.1 **"Administrative Agent,"** shall mean the Association of Washington Cities that provides the contracted administrative services for the Agency.
- 1.2 **"Agency"** shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).
- 1.3 **"Agreement"** shall mean the Interlocal Agreement, however amended, among and between the Agency and the Members.
- 1.4 **"Assessment"** shall mean the monies paid by the Members to the Agency.

- 1.5 “**Association**” shall mean the Association of Washington Cities.
- 1.6 “**Board of Directors**” or “**Board**” shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.
- 1.7 “**Bylaws**” shall mean the document(s) that provides for the governance and operation of the Agency. “Bylaws” mean the Bylaws adopted by the Board of Directors of the Agency and all duly adopted amendments and revisions thereto, however amended.
- 1.8 “**Claim(s)**” means a demand for payment for damages against the Agency arising out of occurrences within the Coverage Agreement; or policy benefit because of the occurrence of an event that includes, but is not limited to, the destruction or damage of property or reputation, bodily injury or death and alleged civil rights violations.
- 1.9 “**Coverage Agreement**” shall mean the coverage document(s) established by the Board of Directors and intended to address the general claim operations of the Agency.
- 1.10 “**Excess insurance**” shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.
- 1.11 “**Fiscal Year**” shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.
- 1.12 “**Insurance**” shall mean and include self-insurance through a funded program and/or commercial insurance contract.
- 1.13 “**Interlocal Agreement**” means an Agreement established under the Interlocal Cooperation Act defined in Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and therefore, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.
- 1.14 “**Joint Self-Insurance Program**” means two or more Local Government Entities which have entered into a cooperative risk sharing Agreement subject to regulation under Chapter 48.62 RCW.
- 1.15 “**Local Governmental Entity**” shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts, public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.
- 1.16 “**Member**” – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency’s Interlocal Agreement.
- 1.17 “**Member Standards**” shall mean the required and advisory standards adopted by the Board of Directors in an effort to provide consistent administrative practices for members, with the goal of reducing property and liability losses.
- 1.18 “**Operating Committee**” shall mean the standing advisory committee to the Board.
- 1.19 “**Reassessment**” shall mean additional monies paid by the Members to the Joint Self-Insurance Program if claims shall exceed assets.

- 1.20 **“Risk Sharing”** means a decision by the Members of a Joint Self Insurance program to jointly absorb certain or specific financial exposures to risks of loss through the creation of a formal program of advance funding of actuarially determined anticipated losses; and/or joint purchase of Insurance or reinsurance as a Member of a Joint Self-Insurance program formed under Chapter 48.62 RCW.
- 1.21 **“Signatory”** or **“Signatories”** shall mean those parties who sign this Agreement, including execution by counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.
- 1.22 **“Special Committee”** – shall mean committees of the Agency created by the Board of Directors.

**ARTICLE 2
Risk Sharing**

- 2.1 This Agreement is entered into by the Members to provide for Joint Self-Insurance pooling and/or the economical purchase of Insurance coverage, risk management services, and property and liability claims administration. Furthermore, the purpose of the Agreement is to reduce the amount and frequency of the Members' losses and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Service Agency, to direct and administer a Joint Self-Insurance Program wherein the Members will engage in certain activities, including but not limited to the following:
 - 2.1.1 Risk Sharing
 - 2.1.2 Joint purchase of insurance which may include, but is not limited to Excess and or reinsurance; and
 - 2.1.3 Joint purchase of administrative and other services including:
 - 2.1.3.1 Claims adjusting;
 - 2.1.3.2 Data processing;
 - 2.1.3.3 Risk management consulting;
 - 2.1.3.4 Loss prevention;
 - 2.1.3.5 Legal; and
 - 2.1.3.6 Miscellaneous related services.
- 2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and Members of the Agency, subject to approval by the Board of Directors.
- 2.3 This Agreement may but is not required to provide, to the extent permitted by law, that the Agency may, at the discretion of its directors, contract with non-member Local Government Entities in the State of Washington.

**Article 3
Agency Offices**

- 3.1 Principal Executive Office

The principal executive office for the transaction of business of the Agency shall be located at 1076 Franklin St. SE, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.

3.2 Other Offices

Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

ARTICLE 4
Parties to Agreement

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and Signatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and 17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 5
Term of Agreement

This Agreement shall become effective on January 1, 2017, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

ARTICLE 6
Financial Obligations of Agency

Pursuant to Chapter 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any Member to this Agreement.

ARTICLE 7
Powers of the Agency

- 7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:
- 7.1.1 Contract or otherwise provide for risk management, claims administration and loss prevention services;
 - 7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;
 - 7.1.3 Consult with the Washington State Risk Manager and State Auditor;
 - 7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;
 - 7.1.5 Incur debts, liabilities, or obligations;
 - 7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
 - 7.1.7 Sue and be sued in its own name;
 - 7.1.8 Hire employees and agents; and

7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

ARTICLE 8

The Board of Directors and their Powers and Responsibilities

8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.

8.2 Number of directors

There shall be seven (7) directors of the Agency, who shall be elected officials representing members of the Agency.

8.3 Acceptance of Appointment by directors

Each director shall sign a document accepting their appointment as director and agreeing to abide by the terms and provisions of this Agreement and the Bylaws.

8.4 Powers and Responsibilities of the Board of Directors

The Board of Directors of the Agency shall have the following powers and functions:

8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.

8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.

8.4.3 The Board shall receive and review periodic accountings of all funds of the Agency.

8.4.4 Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the Assessment, or Reassessment rate to be charged to the Members of the Agency.

8.4.5 The Board may review, modify if necessary, and approve the Coverage Agreement, the Agency's Bylaws, policies and Member Standards.

8.4.6 The Board shall have the power to conduct all business on behalf of the Agency, which the Agency may conduct under the provisions hereof and pursuant to law.

8.4.7 The Board shall determine and select Insurance, necessary to carry out the Joint Self-Insurance Program for the Agency.

8.4.8 The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an Administrative Agent, claims adjusting, loss prevention, risk management consulting services, independent actuary services, insurance brokerage services, independent claims auditing services, and legal counsel.

8.4.9 The Board shall have such other powers and functions as are provided for in this Agreement, and the Bylaws, which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

ARTICLE 9

Operating Committee

The Operating Committee shall consist of nine (9) representatives from Members. All members of the Operating Committee shall be non-elected officials. It is the Board's intent that the Operating

Committee is advisory to the Board and/or the Administrative Agent, regarding the operations of the Agency.

ARTICLE 10 Coverage

- 10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.
- 10.2 The Board may approve purchase of additional types or limits of coverage for Members interested in obtaining additional types or limits of coverage at additional cost to those Members. Such additional cost may include an administrative fee for the Agency's services.
- 10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

ARTICLE 11 Bond Requirements

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

ARTICLE 12 Responsibility of the Agency

The Agency shall perform the following functions in discharging its responsibilities under this Agreement:

- 12.1 Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage or reinsurance, and other insurance. Such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;
- 12.2 Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;
- 12.3 Provide loss prevention consulting services to Members as required;
- 12.4 Provide Claim adjusting and subrogation services for Claims covered by the Agency's Coverage Agreement;
- 12.5 Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
- 12.6 Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and insurance provisions;
- 12.7 Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the Administrative Agent, and/or an independent auditor may be retained by contract to conduct the audits;
- 12.8 Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;

- 12.9 Abide by the rules and regulations as stated or hereinafter amended of RCW Chapter 48.62 and WAC 200-100; and
- 12.10 The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

ARTICLE 13
Responsibilities of Members

Members shall have the following responsibilities:

- 13.1 All Members must maintain membership in the Association of Washington Cities.
- 13.2 Each Member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency.
- 13.3 Each Member shall implement a risk management policy which shall include implementing loss prevention recommendations, and complying with the Member Standards.
- 13.4 Each Member shall be responsible for payment of any Member-elected deductible, and/or appropriate deductible associated with the Member Standards.
- 13.5 Each Member shall promptly pay its Assessment, Reassessment, and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any Reassessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.
- 13.6 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the provisions of this Agreement.
- 13.7 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, policies, procedures and Member Standards as adopted or amended by the Board of Directors.
- 13.8 All members shall cooperate with the Agency and assist with any investigations, settlement discussions, defense or prosecution of suits, and cooperate and assist the Agency in enforcing any right of contribution, indemnity, or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, this Agreement, or the Coverage Agreement. Members shall also assist the Agency and attend hearings and trials as well as secure and give evidence and obtain the attendance of witnesses. Further, the members shall undertake appropriate due diligence and concur in exercising all things reasonably practicable to avoid or diminish any loss of or damage to the property insured under this agreement.

ARTICLE 14
New Members

- 14.1 Additional Members shall be permitted to become Signatories to this Agreement. All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The Agency shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.

- 14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their Assessment.

ARTICLE 15

Defense of Agents

- 15.1 For purposes of this article, “agent” means any person who is or was: a director, an Operating Committee member, a Special Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.
- 15.2 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

ARTICLE 16

Withdrawal

- 16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.
- 16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of the Agency’s Fiscal Year, provided the Member has given the Agency a minimum of 12-month written notice of its intent to withdraw from this Agency.
- 16.2 A Member shall be entitled to withdraw from the Agency where the Member presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.
- 16.3 No Member withdrawing from the agency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 17

Termination by Agency

- 17.1 The Agency shall have the right to terminate any Member’s participation in the Agreement upon a motion approved by a vote of 66% or more of the entire Board of Directors. Prior to taking action on such a motion, the Board may, but is not required to, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to terminate, including but not limited to failure to: comply with a written condition, disregard of risk management recommendations or Member Standards, noncompliance with any provision of this Agreement, and/or the Bylaws of the Agency.
- 17.2 Any Member so terminated from the Agency, shall be given at least one hundred eighty (180) days notice prior to the effective date of the termination. Any Member so terminated shall have a period of up to six (6) months coverage under the terms of this Agreement, or may affect alternate insurance or self-insurance arrangements if it so desires. Upon written receipt of confirmation from the terminating Member that the terminating Member has in force valid insurance or membership in another risk sharing pool, the effective date of the termination may

be adjusted by the Agency. Any Member so terminated shall be treated as if it had voluntarily withdrawn.

- 17.3 Upon termination from this Agreement, a Member shall not be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 18

Effect of Withdrawal or Termination

- 18.1 The withdrawal of any Member from this Agreement shall not terminate the same for purposes of continuing to comply with all conditions and requirements of the Agreement, and survives the withdrawal or termination of any Member.
- 18.2 No Member by withdrawing or terminating from the Agreement shall be entitled to payment or return of any Assessment, Reassessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.
- 18.3 The withdrawal or termination of any Member shall not cease its responsibility to contribute its share or Assessment, Reassessment, or funds to any fund or Joint Self-Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.
- 18.4 The withdrawn or terminated Member shall be responsible for any applicable deductible that would have been applied related to a claim the same as if the Member was still in good standing with the Agency.
- 18.5 Any withdrawn or terminated Member may not be permitted to rejoin the Agency, or allowed to submit an application to rejoin the Agency for a period of three (3) years after the effective date of the Member's withdrawal or termination without Board approval.

ARTICLE 19

Termination and Distribution

- 19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such liquidation, including the power to require Members, including those who were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of Reassessment deemed necessary by the Board for final disposition of all Claims, losses, and liabilities covered by this Agreement. Such additional Reassessment shall be determined and thereafter adjusted, if necessary.
- 19.2 Upon termination of this Agreement, all assets of the Agency shall be distributed only among the parties that are Members in good standing of the Agency on the date of termination of this Agreement. The assets shall be distributed in accordance with and proportionate to their Assessment, Reassessment and property contributions made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.
- 19.3 The Board is vested with all powers of the Agency for the purpose of liquidating and dissolving the business affairs of the Agency. These powers shall include the power to require Members,

including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

ARTICLE 20

Bylaws, Policy, Procedures and Member Standards

The Board may adopt Agency Bylaws, policies, procedures, and Member Standards or other documents that govern the day-to-day operations of the Agency. Each Member shall have access in electronic or written format.

ARTICLE 21

Notices

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member. Postal mail will be deemed received three (3) days after mailing.

ARTICLE 22

Amendment

This Agreement may be amended at any time by the written approval of the majority of all Members of the Agency. Amendments to the Agreement shall be adopted by ordinance or resolution of the governing board or council of each Member, signed by an authorized representative of each member, and a copy returned to the Agency

ARTICLE 23

Enforcement

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

ARTICLE 24

Prohibition Against Assignment

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

ARTICLE 25

Severability

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses applications, or occurrences, and this Agreement is expressly declared to be severable.

ARTICLE 26

Agreement Complete

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 27

Conflicts

In the event of a conflict between this Agreement and the adopted Bylaws, policies, procedures, or the Member Standards, this Agreement shall take precedence.”

Article 28

Supersession

This Agreement supersedes and replaces all prior Interlocal Agreements and amendments thereto pertaining to the Agency.”

Article 29

Signature in Counterparts

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

Article 30

Section Headings

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they identify and introduce.

**Article 31
Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**Article 32
Time**

Time is of the essence in this Agreement and each and every provision hereof.

**ARTICLE 33
Authorization of Signature**

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a copy of which Ordinance or Resolution is attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)
Risk Management Service Agency (RMSA)

(Member Name)

By 

Deanna Dawson, AWC CEO

By _____
_____, [Title]
(Printed name)

Date 11/10/2022

Date _____

Attachment E2

Submitted Documents: CIAW

AIS 6 Selection of Insurance Provider

Subject: RE: Coverage Quote for the Des Moines Pool Metropolitan Park District
Date: Monday, December 30, 2024 at 5:04:22 PM Pacific Standard Time
From: Byron Riche
To: Scott Deschenes
Attachments: image001.png, image864275.png, CIAW Premium Indication - Des Moines Pool Metropolitan Park District.pdf

Good afternoon Scott,

Account: Des Moines Pool Metropolitan Park District

Attached is the Premium Indication and schedules for the above-named account. Please note this is a non-binding Premium Indication only, subject to receipt of any requested underwriting information and underwriting approval. This indication is valid for 30 days. A formal proposal will be issued upon receipt of favorable information requested and submission approval. Please review for accuracy, and feel free to let me know if you have any questions.

The coverage to which this Indication pertains is only as respects to the comprehensive package offered by CIAW. Clear Risk Solutions has not been asked to facilitate, nor have we marketed any other lines of coverage on your behalf. Based on CIAW's specialized focus and program guidelines Clear Risk Solutions does not provide a comprehensive review of all other exposures to your business.

Please note:

- Higher limits may be available. If you feel higher limits would be more adequate for your operations, please contact our office to obtain a quote.
- Member ultimately selects insured values (applicable to property coverages). Clear Risk Solutions disclaims and undertakes no responsibility for incorrectly valued property.
- Some Liability Coverages are on a claims-made basis. A claims-made coverage provides financial protection for claims that are made and reported during the current coverage term, providing the claim occurred after the retroactive date stated in the MOC.
- For claims-made coverage, Extended Reporting Period (ERP) options may be available. Should the MOC be cancelled or non-renewed, you may be entitled to purchase an ERP endorsement which would extend the ability to report a claim from your past work that comes to light after the cancellation or non-renew date. Information on the ERP options offered under the MOC are available upon request.
- Members do not have authority to bind coverage. Coverage cannot be assumed to be bound without confirmation from an authorized representative of Clear Risk Solutions.
- Members do not have authority to issue certificates of coverage. All certificates must be issued by our office.

Thank you for your interest in the Cities Insurance Association of Washington.

Byron Riche

Marketing Representative

briche@choosclear.com

O: (509) 754-2027 x4018

159 Basin Street SW PMB #206

Ephrata, WA 98823



This communication, together with any attachments hereto or links contained herein, is for the sole use of the intended recipient(s) and may contain information that is confidential or legally protected. If you are not the intended recipient, you are hereby notified that any review, disclosure, copying, dissemination, distribution or use of this communication is STRICTLY PROHIBITED. If you have received this communication in error, please notify the sender immediately by return e-mail message and delete the original and all copies of the communication, along with any attachments hereto or links contained herein, from your system.

NOTE: Claims cannot be reported via a voice mail message. They must be reported directly to a claims representative, via an email or through our fax line at 509-754-3406. Please remember that if you send it via an email or the fax line, you must follow up with a phone call to verify the claim has been processed.



CIAW

SUBMITTED PACKET INCLUDING ESTIMATE

May 27 Regular Board Meeting



CITIES INSURANCE ASSOCIATION OF WASHINGTON PREMIUM INDICATION

The terms, conditions, and exclusions shown here are brief overviews included in, but not limited to, the coverages provided by the Cities Insurance Association of Washington. The terms and conditions offered may differ from your prior policy and from what you requested in your submission. This document is not intended to be used as a direct reflection of all coverages or to replace or alter the Memorandum of Coverage in any way. Information represented in this Coverage Indication is subject to the exclusions, terms, limitations, and conditions of the Memorandum of Coverage. All specific coverage, exclusion, and limitation questions should be referred directly to the Memorandum of Coverage and all attached endorsements. In the event of differences, the Memorandum of Coverage will prevail. Participating companies are non-admitted, unless otherwise stated. Non-admitted companies are not regulated by the Washington State Insurance Commissioner and are not protected by the Washington State Guaranty Fund. All surplus lines filings on any excess and surplus lines policies, if applicable, will be filed on behalf of CIAW by Apex Insurance Agency, Inc. or Peachtree Risk Broker, LLC. The Memorandum of Coverage is subject to audit. Defense costs are outside the limits, unless excess limits are purchased. Defense costs are inside the limits for members with excess liability limits scheduled on file with the company. For claims made coverages, a copy of the Extended Reporting Period MOC language is available upon request.

It is the responsibility of the broker or Covered Member to review this document to confirm its accuracy.

Applicant:

Des Moines Pool Metropolitan Park District
22722 19 Avenue S
Des Moines, WA, 98198

Broker:

Coverage Period: 1/1/2025 to 12/1/2025

The following is a Premium Indication based on coverages selected by the Board of Directors.

Administered by Clear Risk Solutions

CITIES INSURANCE ASSOCIATION OF WASHINGTON

Premium Indication

Please note: The premium indicated below is a non-binding cost estimate only based on the information provided to date. Formal proposal is subject to receipt of a complete application, currently valued 5-year loss history, Statement of Values, Vehicle and Miscellaneous Equipment Schedules including values, and Underwriting approval. Please see list of all required underwriting information below.

**** Underwriting approval required prior to releasing a formal proposal****

CIAW Coverage Term: 12/01/2024 – 12/01/2025

Annualized Premium: \$49,724

Note: If applicable, the fee charged by your insurance broker will be in addition to the cost shown above.

Proposed Effective Date: 1/1/2025

Please note the premium indicated is an annual premium. The program has a common Coverage effective date of December 1. The actual premium will be pro-rated from your coverage effective date to December 1. This cost estimate is presented as an indication only. Finalization of the premiums and coverages is pending the receipt of all requested underwriting information, including 5-year currently valued loss history, and the approval of the reinsurance companies.

As a member of the program you will be required to sign a Member Agreement.

This Premium Indication is for marketing and discussion purposes only and should not be considered a formal proposal.

Indication Valid Until 1/29/2025, 12:01 am

Outstanding items required for formal proposal (additional subjectivities may be required prior to binding):

1. Please provide the following:
 - CIAW General Application – Signed & Dated
 - Facility Use Agreement (3rd Party Renters)
 - Cowbell App
2. In regard to the 2023 pool assessment & feasibility study, has there been any improvement's to the following findings:
 - Architectural Evaluation - 16 findings
 - Civil Evaluation - 6 findings
 - Building Exterior Observations - 11 findings
 - Any upgrades to the roof?

Item 4. Deductible:

The CIAW Program Retention listed above is in addition to the deductibles listed below.

Real and Personal Property (except Earthquake and Flood):	See Schedule, Each Occurrence
Miscellaneous Equipment:	\$1,000 Each Occurrence
Auto Physical Damage (including Earthquake and Flood):	See Schedule, Each Occurrence
Rental Vehicles Physical Damage	Each Occurrence:

- \$250 Fire Districts/Special Districts
- \$1,000 Cities

Earthquake: EXCLUDED

Flood: EXCLUDED

Item 5. Participating Carriers:

Limits excess of \$10,000,000 are per Occurrence for the group combined.

Pennsylvania Manufacturers' Association Insurance Company (Old Republic)	(A+ XV) Admitted	\$10,000,000 Per Occurrence, subject to sublimits listed on Declarations Page
Swiss Re Corporate Solutions Elite Insurance Corporation	(A+ XV) Admitted	Part of \$15,000,000 Per Occurrence excess of \$10,000,000
Certain Underwriters at Lloyd's, (London Syndicate HCC et al)	(A XV) Non-Admitted	Part of \$15,000,000 Per Occurrence excess of \$10,000,000
Certain Underwriters at Lloyd's, (et al)	(A XV) Non-Admitted	Part of \$15,000,000 Per Occurrence excess of \$10,000,000
Navigators Specialty Insurance Company	(A+ XV) Non-Admitted	Part of \$15,000,000 Per Occurrence excess of \$10,000,000
Evanston Insurance Company	(A XV) Non-Admitted	Part of \$25,000,000 Per Occurrence excess of \$25,000,000
Certain Underwriters at Lloyd's, (London Syndicate QBE et al, Ascot)	(A XV) Non-Admitted	Part of \$25,000,000 Per Occurrence excess of \$25,000,000
RSUI Indemnity Company	(A++ XIV) Admitted	Part of \$25,000,000 Per Occurrence excess of \$25,000,000
Arch Specialty Insurance Company	(A+ XV) Non-Admitted	Part of \$25,000,000 Per Occurrence excess of \$25,000,000
Kinsale Insurance Company	(A XIII) Non-Admitted	Part of \$25,000,000 Per Occurrence excess of \$25,000,000
Great American Fidelity Insurance Company	(A+ XV) Non-Admitted	\$50,000,000 Per Occurrence excess of \$50,000,000

PREMIUM INDICATION

LIABILITY COVERAGE PART

Item 1. CIAW Program Retention:

General Liability	Each Occurrence	\$750,000
Wrongful Act Liability	Per Claim	\$750,000
Automobile Liability	Each Accident	\$750,000

Item 2. Deductible:

The CIAW Program Retention listed above is in addition to the deductibles listed below.

a.	General Liability Coverage Part	Each Occurrence	\$1,000
b.	Wrongful Act Liability Coverage Part	Each Wrongful Act	\$1,000
c.	Miscellaneous Professional Liability	Each Wrongful Act	\$1,000
d.	Automobile Liability Coverage Part	Each Accident	See schedule
e.	Uninsured/Underinsured Motorist Coverage		
	Property Damage	Each Accident	\$100 / \$300
	Bodily Injury	Each Accident	\$0
f.	Employee Benefits Liability Coverage Part	Each Employee Benefits Incident	\$1,000
g.	Stop Gap Employer's Liability	Each Accident	\$1,000
h.	Sexual Abuse Liability	Each Sexual Abuse	\$1,000
i.	Law Enforcement Liability	Each Occurrence	EXCLUDED

Item 3. Limit of Coverage:

The Sublimits of Coverage shown below do not increase the overall Limits listed for Liability Coverages. Aggregate limits are subject to shared excess limits, which may be reduced by prior claims.

a.	General Liability Limit	Each Occurrence	\$10,000,000
		Annual Aggregate	\$20,000,000
		Group Aggregate	\$50,000,000
	<u>Sublimits:</u>		
	Products and Completed Liability Sublimit	Each Occurrence	\$10,000,000
		Annual Aggregate	\$20,000,000
	Leased/Rented Premises Liability Sublimit	Each Occurrence	\$1,000,000
	Garage Liability Sublimit	Each Occurrence and Annual Aggregate	\$10,000,000
	Sewer Back-up Sublimit	Each Occurrence and Annual Aggregate	\$2,000,000
	Failure to Supply Sublimit	Each Occurrence and Annual Aggregate	\$2,000,000
	Unmanned Aircraft Liability Sublimit*	Each Occurrence and Annual Aggregate	\$10,000,000
	*Unmanned Aircraft – under 30 lbs. total weight and FAA Compliant		
	Stop Gap Employer's Liability Sublimit	Each Accident	\$10,000,000
		Annual Aggregate	\$20,000,000
	Employee Benefit Liability Sublimit	Each Employee Benefits Incident	\$10,000,000
		Annual Aggregate	\$20,000,000
	Sexual Abuse Liability Sublimit	Each Sexual Abuse	\$10,000,000
		Annual Aggregate	\$10,000,000
		Group Aggregate	\$30,000,000

	Law Enforcement Liability Sublimit	Each Occurrence Annual Aggregate	EXCLUDED EXCLUDED
	Traumatic Event Response Coverage:		
	Crisis Expense Sublimit	Each Traumatic Event	\$100,000
	Crisis Property Improvements Sublimit	Each Traumatic Event Group Aggregate	Included \$300,000
b.	Wrongful Act Liability Limit	Each Wrongful Act Annual Aggregate Group Aggregate	\$10,000,000 \$10,000,000 \$50,000,000
	<u>Sublimits:</u>		
	Miscellaneous Professional Liability Sublimit	Each Wrongful Act	\$10,000,000
c.	Automobile Liability Limit	Each Accident	\$10,000,000
	<u>Sublimits:</u>		
	Limited Garagekeepers Sublimit	Each Accident	\$1,000,000
	Uninsured/Underinsured Motorist Sublimit	Each Accident	\$1,000,000
d.	Defense Costs (all liabilities)	Each Occurrence/ Each Wrongful Act	\$2,000,000
Item 4. Retroactive Date:			
	Wrongful Act Liability – Primary	\$10,000,000	01/01/2025
	Miscellaneous Professional Liability – Primary	\$10,000,000	01/01/2025
	Employee Benefit Liability – Primary	\$10,000,000	01/01/2025

Item 5. Participating Carriers:

Automobile Liability:

Pennsylvania Manufacturers' Association Insurance Company (Old Republic) (A+ XV) Admitted

Wrongful Act Liability:

Pennsylvania Manufacturers' Association Insurance Company (Old Republic) (A+ XV) Admitted

General Liability:

Pennsylvania Manufacturers' Association Insurance Company (Old Republic) (A+ XV) Admitted

PREMIUM INDICATION

CRIME COVERAGE PART

Item 1. CIAW Program Retention:

Crime Coverage Part	Each Occurrence	\$25,000
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Item 2. Deductible:

The CIAW Program Retention listed above is in addition to the deductibles listed below.

Employee Theft	Each Occurrence	\$1,000
Forgery or Alteration	Each Occurrence	\$1,000
Money and Securities Inside / Outside	Each Occurrence	\$1,000
Computer Fraud	Each Occurrence	\$1,000
Funds Transfer Fraud	Each Occurrence	EXCLUDED
Money Orders Counterfeit Paper Currency	Each Occurrence	EXCLUDED

Item 3. Limit of Coverage:

Crime Coverage Part	Each Occurrence and Annual Aggregate	\$1,000,000
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The Sublimits of Coverage shown below do not increase the overall Limits listed above.

Coverage Agreements	Sublimits of Coverage
Employee Theft - Per Loss Coverage	\$1,000,000
Employee Theft - Per Employee Coverage	EXCLUDED
Forgery or Alteration	\$1,000,000
Inside the Premises - Money and Securities	\$250,000
Inside the Premises - Robbery or Safe Burglary of Other Property	\$250,000
Outside the Premises - Money and Securities	\$250,000
Computer Fraud	\$250,000
Funds Transfer Fraud	EXCLUDED
Money Orders Counterfeit Paper Currency	EXCLUDED
Faithful Performance	Included in Employee Theft sublimit

Item 4. Participating Carriers:

Pennsylvania Manufacturers' Association Insurance Company (Old Republic) (A+ XV) Admitted

PREMIUM INDICATION

EQUIPMENT BREAKDOWN COVERAGE PART

Item 1. CIAW Program Retention:

Equipment Breakdown Coverage Part	“One Accident”	\$0	Combined, All Coverages
All Motors and Pumps		\$25,000	

Item 2. Deductible:

The deductibles listed below are part of and not in addition to the CIAW Program Retention listed above.

Equipment Breakdown Coverage Part:

Equipment Breakdown:	“One Accident”	\$2,500	Combined, All Coverages
All Motors and Pumps (All Member Deductible):		\$10,000	

Item 3. Limit of Coverage:

Equipment Breakdown Coverage Part	One Accident and Group Aggregate	\$100,000,000	
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Item 4. Sublimits of Coverage:

The Sublimits of Coverage shown below do not increase the overall Limits listed above.

Property Damage:	Included
Business Income and Extra Expense:	\$10,000,000
Spoilage and Consequential Damage	\$500,000
Data Restoration:	\$100,000
Computer Equipment:	Included
Off Premises Property Damage:	\$100,000
Contingent Business Income:	Excluded
Demolition:	\$1,000,000
Ordinance or Law:	\$1,000,000
Expediting Expenses:	\$2,500,000
CFC Refrigerants	Included
Resultant Loss from a Cyber Event:	Included
Future Loss Avoidance:	\$10,000 or 10% of our Eligible Payment, whichever is less
Mobile Robots:	\$50,000
Public Relations:	\$25,000
Mold:	\$25,000
Green:	\$25,000

Drying Out Coverage:	Included
Hazardous Substances:	\$2,500,000
Extended Period of Restoration and Business Income:	60 days
Newly Acquired Locations:	\$5,000,000; 90 days
Service Interruption: Business Income, Extra Expense, Data Restoration, or Spoilage and Consequential Damage:	24 hour Waiting Period Applies
Fire, Extended Coverage Perils, and Land:	Excluded

Item 5. **Participating Carriers:**

Hartford Steam Boiler Inspection and Insurance Company of Connecticut (A++ XI) Admitted

PREMIUM INDICATION CYBER LIABILITY

Item 1.	CIAW Program Retention: Cyber Insurance	\$50,000 Per Claim / Occurrence
Item 2.	Deductible: The deductibles listed below are part of and not in addition to the CIAW Program Retention listed above.	
	All Coverages	\$10,000 per Claim
	Except:	
	Loss of Business Income	\$10,000 and 10 Hours waiting period
	Reputational Harm Expense	12 Hours waiting period
Item 3.	Limit of Coverage:	
	Member Annual Policy Aggregate	\$5,000,000
	Group Combined Policy Aggregate	\$10,000,000
Item 4.	Sublimits of Coverage: Sublimits of Coverage shown below do not increase the overall Limits listed above. Aggregate limits are subject to shared excess limits, which may be reduced by prior claims.	
	a. Liability Costs	Per Claim and Aggregate \$5,000,000
	b. PCI Costs	Per Claim and Aggregate \$5,000,000
	c. Regulatory Costs	Per Claim and Aggregate \$5,000,000
	d. Media Liability Endorsement	Per Claim and Aggregate \$5,000,000
	e. Business Interruption Loss <i>(Including Extra Expense & Voluntary Shutdown)</i>	Each Occurrence and Aggregate \$5,000,000
	f. System Failure <i>(Including Extra Expense & Voluntary Shutdown)</i>	Each Occurrence and Aggregate \$5,000,000
	g. Contingent Business Interruption Loss <i>(Including Extra Expense)</i>	Each Occurrence and Aggregate \$5,000,000
	h. Contingent System Failure <i>(Including Extra Expense)</i>	Each Occurrence and Aggregate \$5,000,000
	i. Data Restoration	Each Occurrence and Aggregate \$5,000,000
	j. Extortion Costs (with MFA)	Each Occurrence and Aggregate \$5,000,000
	Extortion Costs (no MFA)	Each Occurrence and Aggregate \$500,000
	k. Breach Fund	Each Occurrence and Aggregate \$5,000,000
	l. Cyber Crime Loss <i>(Includes Social Engineering Financial Fraud)</i>	Each Occurrence and Group Aggregate \$250,000
	m. Bricking Costs	Each Occurrence \$1,000,000 Group Aggregate \$5,000,000
	n. Reputational Harm Expense	Each Occurrence and Group Aggregate \$5,000,000

o. Business Impersonation Costs	Per Claim and Aggregate	\$5,000,000
p. Criminal Rewards Costs	Per Claim and Group Aggregate	\$100,000
q. Utility Fraud Attack Endorsement	Per Claim and Group Aggregate	\$100,000
r. Cryptojacking	Per Claim and Group Aggregate	\$100,000

Item 5. **Retro Active Date:** (Coverages a., b., c., and d. above) Full Prior Acts

Item 6. **Participating Carriers:**

Obsidian Specialty Insurance Company	(A- VII) Non-Admitted	Primary \$5,000,000
Great American Fidelity Insurance Company	(A+ XV) Non-Admitted	\$5,000,000 excess of \$5,000,000

CITIES INSURANCE ASSOCIATION OF WASHINGTON

Program Overview

The Cities Insurance Association of Washington (CIAW) is a property and liability risk and insurance pooling program for cities, fire districts and special districts in Washington State. The CIAW was initially established as a program for cities with populations under 10,000. Cities with populations over 10,000, as well as fire districts and special districts, may now join the CIAW. The CIAW was formed in 1988 under authority of RCW 48.62.

Some of the significant features of the program include:

- The program funds for those losses that are controllable and predictable. Reinsurance coverage is purchased to protect the members for catastrophic claims.
- The key to any self-insurance program is a quality risk management and loss control program. By reducing the number of claims, fewer dollars are paid out of the program's claims reserves and the cost of reinsurance coverage is reduced. The program offers a wide range of risk management and loss control services.
- The insurance coverage offered by the program is extremely broad. While the cost of the program is not the most important reason to join, the cost is competitive with the traditional marketplace while providing broad coverage, high limits, and increased services.
- The program purchases aggregate stop loss insurance coverage that caps the program's exposure for payment of claims during the coverage period. The aggregate stop loss coverage is funded by program contributions paid by members, reducing the potential of retroactive assessments in future years.

CITIES INSURANCE ASSOCIATION OF WASHINGTON

Program Structure

Each member signs an agreement to join the CIAW. Each member annually contributes to a program fund. The fund is used for the following:

- Insurance coverage.
- Program administrative costs.
- Risk management and loss control services.
- Claims administration services.
- Underwriting services.
- Automobile physical damage claims.
- Property loss deductible supplements.
- Liability claims payments within the program's self-insured retention.
- Establishment of cash reserves.

The program is governed by a Board of Directors elected by the membership. The Board works with the program administrator in overseeing the program and makes decisions regarding the future direction of the program. **As a member of the program, through your Board of Directors, you have input on how your insurance program operates.**

All of the services of the program, including the payment of claims, are included in the program contribution amount. The program assumes the first \$750,000 of all liability claims. All claims incurred by the members during the year are submitted to the program administrator for handling. When the claim is settled, the member is billed for its individual deductible.

The program purchases aggregate stop loss coverage, which protects the program's assets against a catastrophic claims year. For example, if the program self-insured retention (SIR) is \$750,000, and the stop loss is \$2,000,000, the first \$750,000 of each covered liability claim is paid by the program, subject to the individual member's deductible. If during the coverage period year all claims paid by the program within the SIR reach \$2,000,000, the program's responsibility for claim payments ends. The re-insurance company then pays all the covered liability claims on a first dollar basis for the remainder of the coverage period, up to the coverage limits. Each member is still responsible for its individual deductible.

As with any insurance program, the CIAW program contains aggregate limits, coverage limitations, and exclusions. The member does have an exposure for claims that fall outside the scope of coverage provided.

The ultimate goal of the program is to reduce the losses and to build the cash reserves, which will belong to the program members. These reserves will be used to reduce contributions or increase the self-insured retention in future years, which will further reduce cost to the members.

CITIES INSURANCE ASSOCIATION OF WASHINGTON

Program Services

The program's administrator is Clear Risk Solutions, located in Ephrata, Washington. Clear Risk Solutions helped develop and has served as the program administrator for the United Schools Insurance Program since 1985, the Cities Insurance Association of Washington since 1988, the Schools Insurance Association of Washington since 1995, the Washington Rural Counties Insurance Program since 1998, and the Non Profit Insurance Program since 2004. The services provided include program administration, risk management and loss control, underwriting, insurance placement, and claims management.

Clear Risk Solutions manages all claims on behalf of the program regardless of size. Since the first \$750,000 of all claims is paid by the program, you will have a large degree of input regarding payment of those claims. With Clear Risk Solutions managing all claims, the member entity is removed from the political pressures of sensitive claims. Because of the number of members in the program, it is important that a very aggressive posture be taken regarding claims settlement. It is the philosophy of the program to quickly settle those claims where the member is liable, but to vigorously fight the nuisance claims, even if the cost to defend is greater than the amount of the claim. In the long run, this philosophy will reduce claims payments, as fewer frivolous lawsuits will be filed against members.

The risk management program is unique in that trained educators conduct it as an educational tool. The risk management program contains three components:

- **In-Service Workshops** – Various comprehensive workshops will be made available to the members. These workshops are conducted on site and are available for any number of employees that the members deem appropriate. A listing of the workshops (and services) is available at www.ciaw.us. Additional workshops are in development and others will be developed as new issues arise.
- **On Site Inspections and Hazard Inspections**
- **Pre-Litigation Program** – This program is designed to provide technical assistance from the **onset** of the issue and assist administrators, human resources, directors, and elected officials as they work through difficult issues. We have expanded the program to include: having access to attorneys with extensive experience in defending entities within our programs; professional analysis of personnel manuals, policies and procedures, evaluation process and forms; providing assistance in conducting investigations involving allegations of employee misconduct and other employment law and policy violations; assistance with any personnel issue by offering recommendations to the employer through the evaluation, discipline, or termination process; and assistance with a wide range of issues. We also will provide sample letters, policies, contracts, etc., based on issues we have dealt with. The services of the Pre-Litigation managers are included in the annual contribution and, if the member uses the program, attorney fees up to \$10,000 are split with the member.

CITIES INSURANCE ASSOCIATION OF WASHINGTON

Program Benefits

Each member enjoys many benefits of being a program member. Some of the benefits include:

- Broad coverage.
- High limits.
- Better claims handling with more input in the claims process.
- Risk management services tailored to the needs of the members.
- Ownership of program assets that will grow over time.
- Reduced cost.
- Self-determination of insurance coverage, limits, rates, and claims handling by program members.

The philosophy of the program is not to replace the insurance companies, but to be more efficient. The concept is to assume the risk for the predictable, controllable claims and to purchase insurance coverage to protect against catastrophic losses. By implementing aggressive claims handling and risk management practices, the program can reduce the total claims payments, resulting in savings for program members. In addition, by combining the purchasing power of many entities, the program can provide comprehensive coverage at lower cost for the members.

Attachment E3

Submitted Documents: Enduris

AIS 6 Selection of Insurance Provider



Enduris

SUBMITTED PACKET INCLUDING ESTIMATE

May 27 Regular Board Meeting



1610 S Technology Blvd

Suite 100

Spokane, WA 99224

T: 800-462-8418

F: 509-747-3875

www.enduris.us

March 14, 2025

Des Moines Pool Metropolitan Park District
Scott Deschenes, District General Manager
22722 19th Avenue South
Des Moines, WA 98198-7627

Dear Scott Deschenes,

Thank you for the opportunity to present a membership proposal of insurance and risk management services for Des Moines Pool Metropolitan Park District.

Enduris is a highly successful risk pool protecting the assets of special districts and local governments, including Park and Recreation Districts, across the state of Washington. Focusing on member needs by keeping costs low and service high, we are able to provide a sustainable and affordable risk management solution for our membership that now totals more than 490 government entities and growing.

We have prepared the attached proposal for your review. Please feel free to direct any questions my way.

I am confident that Des Moines Pool Metropolitan Park District will be pleased with the decision to become a member of Enduris.

Yours truly,

A handwritten signature in black ink that reads "Eric Swagerty". The signature is written in a cursive style and is positioned above a light grey rectangular box.

Eric Swagerty
Member Relations Representative

Enclosure

The following quote is provided to Des Moines Pool Metropolitan Park District. Membership in the Enduris Pool is contingent upon a completed application package and final underwriting approval.

If Des Moines Pool Metropolitan Park Dist chooses to join Enduris, a commitment to remain in the Pool for one policy year is required with a 60-day notice to withdraw. The Enduris policy year begins September 1 and ends August 31. Enduris can bind coverage upon receiving a completed and signed application. If you decide to join mid-term, the Enduris Annual Member Contribution will be prorated through August 31, 2025.

Type of Coverage	Limit	Quote
General Liability (Based on 24,396 hours)	\$20,000,000	\$33,191
Public Officials Errors and Omissions Liability	\$20,000,000	Included
Employment Practices Liability	\$20,000,000	Included
Automobile Liability	\$20,000,000	Included
Automobile Physical Damage	Schedule	\$0
Property – Blanket Coverage (Replacement Cost)	\$6,265,472	\$24,905
Equipment Breakdown, Boiler, and Machinery	\$6,265,472	Included
Crime – Blanket Coverage	\$50,000	\$510
Identity Theft	\$25,000	Included
Cyber Coverage	\$2,000,000	Included
Prior Acts Coverage	\$4,000,000	Included
MRSC	Unlimited Access	Included
Employment Law Legal Consultations		Included
Pre-Claim Defense Program		Included
ANNUAL MEMBER CONTRIBUTION		\$58,606

This proposal is not a coverage document. It is intended as a summary. Please consult the Enduris Memorandum of Coverage for actual policy language, conditions, and exclusions. This quote is valid for 30 days.

This quote is pending final underwriting approval from reinsurance. This quote is not bindable until final authorization is communicated.



Policy Year 2025

Property Schedule

Des Moines Pool Metropolitan Park Dist Member Number: 9298

Description	Location	Structure	Contents	Mobile Equipment	Deductible
Mount Rainier Pool	22722 19 Avenue S, Des Moines, WA 98198	\$6,063,500	\$187,400	\$0	\$5,000
Office	22015 Marine View Dr S, Des Moines, WA 98198	\$0	\$5,972	\$0	\$5,000
HANDICAP PARKING SIGN, FRONT ENTRY SIGN AND BARRIER POSTS	22722 19TH AVE S, Des Moines, WA 98198	\$8,600	\$0	\$0	\$5,000
Total:		\$6,072,100	\$193,372	\$0	

Quote

Quote #: 9298

3/13/2025

INTERGOVERNMENTAL CONTRACT

ENDURIS

This Agreement is made and entered into by the undersigned Entities who, upon execution of this Agreement, will become Members of Enduris.

WHEREAS, the laws of the state of Washington, specifically Chapter 48.62 RCW, permit various local entities to form together into a pool pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW) for joint self-insuring and/or for the joint purchase of insurance;

NOW, THEREFORE, the undersigned executes this Agreement in consideration for other Entities executing this Agreement for the purpose of joining and establishing a risk pool known as Enduris. The undersigned agrees to abide by the terms and conditions of this Agreement and all actions taken pursuant to this Agreement. In consideration of the mutual covenants of all signatories to this Agreement it is agreed as follows:

ARTICLE 1. NAME OF ENTITY. The name of the entity created herewith shall be Enduris.

The signatories hereto, together with future signatories, establish a risk pool as authorized by Chapter 48.62 RCW as a separate legal and administrative entity for the purpose of effectuating this Agreement; which pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of this Agreement.

ARTICLE 2. PURPOSE. The purposes of the Pool are to serve as a risk sharing pool of entities defined in Chapter 48.62 RCW operated and controlled by its members, and to provide stability through financial risk sharing and risk management services responsive to members' needs.

The purpose of this Agreement is to enter into a Intergovernmental Contract to form a local government risk pool, to provide for joint or cooperative action by Members relative to their financial and administrative resources for the purpose of providing risk management services and risk sharing resources to the Members and to the Members' employees, and to defend and protect, in accordance with this Agreement, any Member of the Pool against liability and damage pursuant to the Memorandum of Coverage issued to each Member.

This Agreement shall constitute a contract among those Entities, which shall now or at any time enter into this Agreement and become Members of the Pool.

In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member.

ARTICLE 3. DEFINITIONS. In the interpretation of this Agreement the following definitions shall apply unless the context requires another interpretation:

- | | |
|-----------------------|--|
| 1. Act | "Act" shall mean such Acts of the state of Washington, pursuant to which this Pool is organized, as the same may be amended from time to time. |
| 2. Executive Director | "Executive Director" shall mean the individual or entity designated by the Board to supervise the administration of the Pool and to perform such additional duties as shall be delegated by the Board. |
| 3. Agreement | "Agreement" shall mean this Intergovernmental Contract for |

Enduris and all counterparts subsequently executed.

4. Board "Board" shall mean the Board of Directors of Enduris.
5. Contribution "Contribution" shall mean that amount necessary to provide coverage to a Member for a one (1) year period including those amounts necessary to operate and manage the Pool as determined by the Board or when it becomes necessary to call for an assessment to meet the financial obligations of the Pool.
6. Member "Member" shall mean an Entity participating in Enduris by executing this Agreement.
7. Memorandum of Coverage "Memorandum of Coverage" shall mean the coverage document stating coverage parameters including limits, copays, and deductibles.
8. Pool "Pool" shall mean Enduris, an unincorporated association of all its Members.

ARTICLE 4. MEMBERSHIP. The membership of the Pool shall consist of Entities who have entered into this Agreement or its counterpart by the governing body duly authorized by law to execute this Agreement, and who have agreed to make their Contributions pursuant to the further provisions hereof. Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of such Members provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed unless provisions for withdrawal or termination are applied.

Each Member shall appoint an individual and an alternate to represent the Member with the Pool. That individual shall act as liaison between the Member and the Pool for purposes of relating risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Agreement and the rules and regulations established hereunder. The individual or alternate shall cast, on behalf of the Member, any vote to which the Member is required or permitted to cast.

The obligations of Members of the Pool shall be as follows:

1. To promptly report to the Pool any incident which could result in a claim being made by or against the Member within the Memorandum of Coverage.
2. To cooperate with and institute to the degree possible all loss prevention procedures established by the Board or the Executive Director pursuant to this Agreement.
3. To provide to the Pool such information as needed for rating purposes, including but not limited to a budget legally adopted by the Member, worker hours, emergency runs, value of property and vehicles, and any other information needed by the Pool.
4. To provide representatives of the Pool access to all records, including financial records and/or properties of the Member provided the Pool or the Executive Director determines the information or access is necessary.

5. To cooperate with the Pool's attorneys, claims adjusters, the Executive Director and any employee, officer or subcontractor relating to the purpose and powers of the Pool.
6. To allow attorneys and others employed or contracted by the Pool to represent the Member in investigation, settlement and all levels of litigation arising out of any claims made against the Member within the Memorandum of Coverage furnished by the Pool.
7. To pay all Contributions, deductibles and/or co-payments, and assessments when due according to the invoice due date or required pursuant to this Agreement.

ARTICLE 5. BOARD OF DIRECTORS.

1. Administration and Management of the Pool. The administration and management of the Pool shall be governed by a Board of seven (7) directors; however, the Pool's Executive Director shall be a nonvoting member of the Board.
2. Directors' Qualifications. Directors shall be either:
 - a. Elected or appointed officials of a Pool Member;
 - b. Employees of a Pool Member; or
 - c. Volunteer of a Pool Member.
3. Eligibility and Vacancies. Should the number of directors become less than seven (7) due to disqualification, death, incompetence, resignation or other cause, the remaining directors shall appoint a person or persons to fill such vacancy or vacancies for the unexpired term(s) thereof so that a Board of seven (7) persons shall be maintained. Any director may resign by sending a notice of resignation to the Chair of the Board.
4. Election and Term of Directors. Directors shall be elected in accordance with the terms of the Bylaws. Directors so elected shall serve for a three (3) year term or until such new directors are elected. Members may nominate candidates for the terms to be filled according to rules to be promulgated by the Board. Each Member shall have one (1) vote which shall be cast either in person or by postal mail or electronic mail. There shall be no prohibition on election to successive terms, and election shall be by a majority of those Members voting.
5. Meetings of the Board of Directors. Meetings of the Board shall be held at least four times per year at such time as it shall prescribe. Any item of Pool business may be considered at such meetings. Special meetings may be called in the manner set forth in the Bylaws of Enduris as promulgated by the Board.
6. Executive Committee. The Executive Committee shall consist of the Chair, Vice-Chair, and the Secretary/Treasurer. The Executive Committee shall inform and direct the Executive Director on Board policy and shall exercise powers for and on behalf of the Board as it deems necessary for the prudent operation and management of the Pool until matters requiring Board action are considered at the next Board meeting.
7. Directors' Reimbursement. The directors shall be entitled to reimbursement of actual expenses incurred in the pursuit of Pool business.
8. Officers. By majority vote, the Board, shall select from the directors a chair, vice-chair, secretary/treasurer as prescribed in the Bylaws.

ARTICLE 6. POWERS AND DUTIES OF THE BOARD. The Board shall be permitted and authorized to perform and carry out, or delegate to others to perform and carry out, on behalf of the Pool, each and every act necessary, convenient or desirable to, and for carrying out the purpose of the Pool, including, but not limited to:

1. Govern the Pool, receive Members' Contributions to the Pool, and settle and pay claims and loss adjustment expenses on behalf of its Members.
2. Make and enter into contracts to conduct and operate the business of the Pool, including, but not limited to, the execution of a management services agreement.
3. Employ agents.
4. Incur debts, liabilities and obligations, but no debt, liability or obligation so incurred shall be the debt, liability or obligation of any Member to this Agreement.
5. Sue or be sued in its own name and prosecute and defend claims.
6. Acquire, hold or dispose of personal and real property.
7. Advise Members on loss control guidelines and procedures, and provide them with risk management services, loss control and risk reduction information.
8. Purchase excess, reinsurance, or other coverage and/or enter into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and/or the Pool itself.
9. Invest Pool funds in securities and investments in a prudent and lawful manner.
10. Promulgate policies and regulations for the general operation of the Pool.
11. Take such action as is necessary to terminate the participation of any Member that fails to comply with the reasonable requirements of the Board.
12. Provide surety and/or fidelity bonds, as may be available, for directors, officers and all persons charged with the custody or investment of Pool monies.
13. Appoint an Executive Director who will provide for the management and operation of any joint self-insurance pool established by the organization.
14. Provide coverage for claims pursuant to the Memorandum of Coverage.
15. Establish deductibles, co-pays and/or limits to any coverage that is provided.
16. Provide an annual report of the operations of the organization to the participating entities, the state risk manager and the state auditor's office.
17. Contract or otherwise provide for risk management and loss control services.
18. Contract or otherwise provide legal counsel for the defense of claims and/or other legal services.

19. Consult with the state risk manager.
20. Possess any other powers and perform all other functions reasonably necessary to carry out the purposes of this Agreement.

ARTICLE 7. EXECUTIVE DIRECTOR. The Board may hire an Executive Director and delegate the day-to-day management of the Pool to said Executive Director.

The Board shall receive, at least quarterly, a report from the Executive Director. The nature and details of the report shall be established by the Board and shall be in addition to or supplemented to any reports that the Executive Director shall be required to file with any regulatory authority having jurisdiction over the Pool.

ARTICLE 8. LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS, EXECUTIVE DIRECTOR, SUBCONTRACTORS OR EMPLOYEES. The directors and officers of the Pool and the Executive Director, employees and subcontractors of the Pool shall:

1. Use reasonable and ordinary care in the exercise of their duties hereunder.
2. Be afforded all the privileges and immunities that attach generally to governmental officers.
3. Not be liable for, and be held harmless and defended by the Pool, for any act of negligence, any mistake of judgment or any other action, made, taken or omitted in good faith unless the same is the result of a willful act done in bad faith.
4. Not be liable for any loss incurred through investment of funds or failure to invest such funds, unless the same is the result of a willful act done in bad faith.

The Pool may purchase, subject to availability and cost, insurance providing coverage for directors, officers and the Executive Director.

The undersigned agrees that the funds of the Pool shall be used to hold harmless and defend any Pool director, officer, Executive Director or employees for any act or omission taken or omitted in good faith by the Board, the Executive Director, or Pool's employees relating to or arising out of the conduct of Pool business. This obligation shall be considered an expense of the Pool.

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any member of the Board or the Executive Director nor any of its employees and none of such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities or obligations or duties contemplated in the carrying out of this Agreement, whether by virtue of any construction, statute or rule of law.

ARTICLE 9. ESTABLISHMENT OF MEMBER CONTRIBUTIONS AND ASSESSMENTS. The Board shall set the Contribution of each Member based on that Member's type and scope of coverage, the loss experience of that Member, independent actuarial evaluation and reasonable expenses for operation of the Pool including the establishment and maintenance of reserves. In the event that the annual independent financial audit determines there to be an adverse loss in any given year, and the Board determines that insufficient funds are available from the Net Position of the Pool, a Member may be assessed their pro rata share, based on their Contribution, of such loss if they were a Member of the Pool in such year of loss.

ARTICLE 10. MEMBER'S WITHDRAWAL, CANCELLATION OR TERMINATION.

1. Members agree to continue membership for a period of not less than one (1) full policy year. At the conclusion of a policy year, a Member who has given sixty days (60) prior written notice to the Pool may withdraw at policy year-end. When any member gives notice to withdraw or intent to withdraw, the Member is not eligible to participate in the next policy coverage period and must wait a minimum of one year before making application to re-join the Enduris program unless authorized by the Executive Director. Upon notification of withdrawing from the Pool, the withdrawing Member equity is forfeited to the remaining Members of the Pool.
2. The Pool may, by an affirmative vote of a two-thirds (2/3) majority of the Board and by providing a Member sixty (60) days prior written notice, cancel that Member's participation in the Pool for failure to implement the loss reduction/risk control policies of the Pool and/or failure to continue to meet the underwriting criteria of the Pool or the excess carrier. Upon Member cancellation from the Pool, the Member's equity is forfeited to the remaining Members of the Pool.
3. In the event a Member withdraws under subparagraph 1 above or is canceled under subparagraph 2 above, it shall thereafter be the responsibility of the Pool to defend, settle and pay claims within the scope and limits set forth in the canceled Member's Memorandum of Coverage through the effective date of withdrawal or cancellation.
4. Any Member failing to make Contributions, deductibles and/or co-payments, and assessments when due as required by this Agreement shall be terminated from the Pool effective on the date the Contribution was due and upon that effective date of termination all coverages and benefits hereunder shall cease. If the Member shall subsequently submit its Contribution, the Executive Director, may at his/her discretion, reinstate such membership. Member receivables more than 30 days past due may be subject to interest.
5. Any Member terminated or withdrawing from the Pool shall be liable pro rata for any assessments levied against Members for any year in which that Member belonged to the Pool as if they were still a Member.
6. If a Member ceases to exist legally, then their obligation to the initial one (1) year commitment ceases. However, the obligation for assessments under subparagraph 4 of this Article shall remain.
7. Organizations that leave Enduris forfeit any and all accumulated assets to the remaining Members of the Pool.

ARTICLE 11. MEMORANDUM OF COVERAGE.

1. The Pool will make available a Memorandum of Coverage to each Member upon joining the Pool and will make or secure payment on behalf of each Member under established criteria and procedures for the payment of claims as provided in the Member's Memorandum of Coverage.
2. The Pool may obtain excess, reinsurance, or other coverage.
3. In the event that a claim or a series of claims exceed the amount of protection provided by the Member's Memorandum of Coverage, or in the event that a claim or a series of claims should exhaust the self-insured retention and the excess limit, then payment of valid claims shall be the sole and separate obligation of the individual Member or Members against whom the claim was made and perfected by litigation or settlement or otherwise.

4. The Board may make changes in the Memorandum of Coverage, the amount of protection or retention by the Pool upon consideration of the needs and requirements of Members, loss experience, the kind and amounts of reinsurance or other excess coverage available and any such changes shall require a two-thirds (2/3) majority of the Board. Where the Board takes such action notification of material changes will be made to the Members.

ARTICLE 12. TERMINATION. The Pool shall terminate at such time as two-thirds (2/3) of the Members vote for such termination. A vote for termination must occur at least ninety (90) days prior to the end of the Pool's fiscal year in which the termination is to take effect. Termination shall take effect on the last day of the applicable fiscal year. After a vote to terminate, the Board shall commence with the orderly liquidation of the Pool's business and shall complete the same as promptly as possible. During such period of liquidation the Pool shall continue to pay claims and losses incurred within the Memorandum of Coverage until all funds of the Pool are exhausted.

After payment of all claims and losses, any remaining funds held by the Pool shall be paid to all Members of the Pool at the time of the vote of termination, pro rata based on Contribution.

No Member shall be responsible for any claim, claims, judgment or judgments against any other Member or Members. However, if upon termination of the Pool the remaining assets of the Pool are insufficient to satisfy indebtedness of the Pool (excluding claims or judgments against the Members), such deficiency shall be made up by assessments against Members of the Pool by a fair and reasonable method established by the Board.

ARTICLE 13. MISCELLANEOUS PROVISIONS.

1. The provisions of this Agreement shall be interpreted pursuant to the laws of the state of Washington.
2. This Agreement may be executed in duplicate originals or counterparts now or at any time in the future.
3. No waiver of any breach of this Agreement or any provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.
4. The provisions of this Agreement shall be deemed severable and if any provision or part thereof is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid or binding. If any provision of this Agreement is held illegal, void, or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms and this Agreement shall be so interpreted.
5. This Agreement and the Memorandum of Coverage contain the complete Agreement between the parties and no representations or oral statements made or heretofore given shall constitute a part of this Agreement.
6. This Agreement may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Agreement; provided, however, that the Memorandum of Coverage may be amended from time to time to reflect the exposures of each Member and such changes shall be exempted from the preceding terms of this subparagraph.

7. This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the directors; all Members agree to properly execute and adopt amendments so approved.
8. The Pool shall maintain a fiscal year ending August 31.

ARTICLE 14. AGENT AND OFFICE. The agent of the Pool for service of notice shall be Enduris, attention Executive Director. The office of Enduris shall be 1610 S. Technology Boulevard, Suite 100, Spokane, Washington 99224.

ARTICLE 15. NOTICE. All notices required to be given under this Agreement shall be in writing and sent certified mail return receipt requested with postage prepaid or electronic mail with verification of receipt. Notices by a Member to the Pool shall be sent to the address in Article 14 to the attention of the Executive Director. Notices to any Member shall be sent to the representative of the Member at the Member's last known address.

If any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions of this Article.

IN WITNESS WHEREOF, this Agreement was executed on the ____ day of _____, 20____, by the undersigned duly authorized officer of Enduris indicated below.

Name of Entity _____

Authorized Signature _____

Title: _____

Accepted for Enduris

Authorized Signature Sheryl Brandt _____

Executive Director on behalf of all other current and future signatories

RESOLUTION No. _____

A RESOLUTION of the **Des Moines Pool Metropolitan Park District** authorizing membership with Enduris for the purpose of providing liability and property insurance for the District; approving a Master Agreement and authorizing execution thereof; and accepting a Memorandum of Insurance coverages under such contract.

WHEREAS, the **Des Moines Pool Metropolitan Park District**, King County, Washington, the "District" is authorized, pursuant to Chapters 48.62 and 39.34 RCW, to join with other governmental entities of the State through an interlocal cooperation agreement for the purpose of providing property and liability insurance coverage for the District; and

WHEREAS, the **Des Moines Pool Metropolitan Park District** hereby finds and determines that the best, most cost-effective means for securing such insurance is to become a member of Enduris.

NOW, THEREFORE, BE IT RESOLVED by the **Des Moines Pool Metropolitan Park District**, King County, Washington, as follows:

Section 1. Master Agreement. The form of Master Agreement attached hereto as Appendix A is hereby approved: and the President and Secretary of the Board are hereby authorized and directed to execute the Master Agreement on behalf of the District.

Section 2. Severability. If any provision of this Resolution or the agreements authorized herein on behalf of the District is declared by any court of competent jurisdiction to be contrary to law, such provision shall be null and void and deemed separable from the remaining provisions to assure continuous insurance coverage for the District.

ADOPTED by the Board of the **Des Moines Pool Metropolitan Park District**, King County, Washington, at a regular meeting thereof held on the _____ day of _____, 2025.

Des Moines Pool Metropolitan Park District
King County, Washington

By: Commissioner

Attest:

[Secretary]



BYLAWS

(Updated May 5, 2022)



Bylaws of Enduris

ARTICLE I

Offices

The principal office of Enduris in the State of Washington shall be located in the State of Washington. Enduris may have such other offices as the Board of Directors may designate.

ARTICLE II

Members

Section 1. Member Qualifications. The members of Enduris shall consist of entities which have, pursuant to the authority granted under Chapter 48.62 RCW, pooled their public liability insurance risks by entering into the Intergovernmental Contract for Enduris pursuant to Chapter 39.34 RCW (the "Contract").

Section 2. Associate Members. The Board may create a program for associate members pursuant to guidelines issued by the State Risk Manager and Chapter 48.62 RCW.

Section 3. Annual Member Meeting. A meeting of the members shall be held at least once in each fiscal year at such time and place as the Board of Directors may determine, during which meeting members shall transact such business as may properly be brought before the meeting.

Section 4. Special Meetings. Special meetings of the members for any purpose or purposes, unless otherwise prohibited by statute, may be called at any time by the Chair upon the written request of a majority of the Board of Directors or by not less than one-tenth of all members entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Upon receipt of any such request it shall be the duty of the Chair to call a special meeting of the members to be held at such time, no more than sixty (60) calendar days thereafter, as the Chair may fix or determine.

Section 5. Notice. Written notice of every meeting of the members, specifying the place, date and hour and the general nature of the business of the meeting, shall be provided in electronic or paper form or mailed, postage prepaid, at least ten (10) days prior to the meeting unless a greater period of notice is required by statute, to each member entitled to vote thereafter. In addition, notice shall be published on Enduris' web site.

Section 6. Membership List. The Secretary/Treasurer shall cause to be made and kept current a complete list of the members entitled to vote at the meeting, arranged in alphabetical order, which shall be kept on file at the principal office of Enduris, and shall be subject to inspection by any member at any time during usual business hours.

Section 7. Quorum. One-third of the members entitled to vote, present in person or represented by written proxy, shall constitute a quorum at all meetings of the members for the transaction of business. The members present in person or by written proxy at a duly convened meeting can continue to do business until adjournment, notwithstanding withdrawal of enough members to leave less than a quorum.

Section 8. Manner of Acting. When a quorum is present or represented at any meeting, the vote of a majority of those present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of a statute or the Contract, a different vote is required.

Section 9. Conduct of Meetings. All meetings of the members shall be conducted according to parliamentary procedure.

ARTICLE III Directors

Section 1. Powers. The business of Enduris shall be governed by its Board of Directors which may exercise all such powers and do all such lawful acts and things as are not by statute or by these Bylaws directed or required to be exercised and done by the members including, but not limited to those items described in the Intergovernmental Contract for Enduris.

Section 2. Number and Term. The number of Directors that constitutes the board shall be seven (7) voting Directors. The board shall be elected by the members for three-year terms beginning September first. The terms of the Directors shall be staggered in such a manner that no more than four (4) voting Directors are elected in any annual election. The Executive Director is a non-voting eighth member of the Board.

Section 3. Qualifications. Every Director shall be an employee, volunteer, or an elected or appointed official of a Pool member.

Section 4. Election of Directors. Elections will be held annually. Prior to June 1, written ballots stating the names of candidates selected by the Board Development Committee shall be sent to all members of Enduris in good standing. The ballots must be returned within forty five (45) days and shall so state. Members may vote for Directors nominated by the Board Development Committee or may write in candidates for any or all vacant positions. Upon receipt, the ballots shall be secured and remain unopened until the next regular meeting of the Board, at which time they shall be opened, counted and certified by the governing body and recorded in the meeting minutes. Election shall be by a majority of those voting.

Section 5. Vacancies. Vacancies and newly created Directorships resulting from an increase in Directors shall be filled by a majority of the remaining Directors, though less than a quorum, and each person so elected shall be a Director until his/her successor is elected.

Section 6. Regular Meetings. Regular meetings of the Board of Directors shall be held at least four (4) times per year at such time and at such place as shall be determined by a majority of the board at a duly convened meeting or by unanimous written consent. Notice of the time and place of all Board meetings shall be provided to every member in electronic or paper form and will be posted on the Enduris web site not less than 10 working days in advance of any meeting. Meeting minutes, after approval, shall be provided to every member by electronic mail and shall be posted on the Enduris web site.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the Chair and must be called by the Chair upon the written request of two (2) Directors. The Chair must set the special meeting requested by two (2) Directors within ten (10) working days from the date on which two written requests are received, unless this requirement is waived in writing by all directors requesting such special meeting. Notice to all Directors of any special meeting shall be given in accordance of Section 8 of this Article.

Section 8. Notice. Notice of any special meeting, stating the place, date and time of the meeting shall be given at least five (5) working days previously thereto by written notice delivered to each Director either personally or by mail, telefax or electronic mail to his/her residence or usual place of business unless this requirement is waived in writing by all Directors. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail properly addressed, with postage thereon prepaid. Notice of such special meeting shall be provided to each member by electronic mail twenty four hours in advance.

Section 9. Quorum. A majority of the Board of Directors, excluding unfilled positions, present at a meeting shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; however, a quorum can be no less than 3 Directors. If a quorum of 3 vote on a motion, it must be unanimous to pass. If less than a quorum is present at a meeting, a majority of the Directors present at the meeting may adjourn the meeting to a specified date not longer than thirty (30) days from the last adjournment without further notice.

Section 10. Manner of Acting. The act of the majority of the Directors present at a meeting of the Directors at which a quorum is present shall be the act of the Board of Directors unless a different vote is required by law or elsewhere in these Bylaws or the Intergovernmental Contract of Enduris.

Section 11. Conduct of Meetings. All meetings of the Board shall be conducted according to parliamentary procedure.

Section 12. Telephonic Meetings. Any individual member of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, provided that participation in a meeting in this manner by one or more directors shall comply with Chapter 42.30 RCW, the Open Public Meetings Act.

Section 13. Removal. The entire Board of Directors or any individual Director may be removed from office without assigning any cause by the majority vote of the membership. In case the Board or any one or more Directors be so removed, new Directors may be appointed at the same meeting. A Director may be removed by the majority vote of the Board of Directors for cause, which includes but not limited to failure to attend three consecutive Board meetings without being excused.

Section 14. Executive Committee. The Executive Committee of the Board of Directors shall be the Chair, Vice-Chair, and Secretary/Treasurer. The Executive Committee may exercise such powers and take such action for and on behalf of the Board, as it deems necessary due to extraordinary circumstances or for the prudent operation and management of Enduris until matters requiring Board action are considered at the next Board meeting. The Executive Committee shall report to the Board all decisions made and actions taken at the next Board meeting.

Section 15. Other Committees. The Board Chair may designate two or more Directors to constitute a committee of the Board of Directors.

Section 16. Directors' Compensation. The Directors shall be entitled to reimbursement of actual expenses incurred in the pursuits of Enduris business.

ARTICLE IV
Officers

Section 1. Offices, Term and Manner of Appointment. The officers of Enduris shall be a Chair, a Vice-Chair, and a Secretary/Treasurer. The Board of Directors may also create such new offices, as it deems necessary and advisable. By majority vote at its last regular meeting of every other fiscal year, the Board of Directors shall select from among themselves a Chair, Vice-Chair, Secretary/Treasurer to serve for a term of two years beginning the next fiscal year. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The officers of Enduris shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of all of the Board of Directors, excluding the Director being removed from office.

Section 2. Chair. The Chair shall assure that the Board fulfills its responsibilities for the governance of Enduris. The Chair shall preside at all meetings of the members and the Board of Directors and shall see that all orders and policies of the Board of Directors are carried into effect. Upon approval of the Board, the Chair shall sign and execute bonds, mortgages and other contracts except where required by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Pool.

Section 3. Vice-Chair. The Vice-Chair shall perform the duties of Chair in his/her absence and shall have the power and authority of the Chair in such event. The Vice-Chair shall perform such other duties as from time to time may be assigned by the Chair or the Board of Directors.

Section 4. Secretary/Treasurer. The Secretary/Treasurer shall serve as a member of the Executive Committee and shall serve as Chair in the absence or inability of the Chair and Vice Chair.

ARTICLE V
Conflict of Interest

In conducting the business of the Pool, the Officers and Directors of Enduris shall comply with the Code of Ethics for Municipal Officers, Chapter 42.23 RCW and Local Government Insurance Transactions, Chapter 48.62 RCW.

ARTICLE VI
Open Public Meetings

The business of Enduris shall be conducted in compliance with Chapter 42.30 RCW; the Open Public Meetings Act.

ARTICLE VII
Amendments

These Bylaws may be altered, amended or repealed by a majority vote of the Directors. Notice of intent to change the bylaws, including a copy of the proposed change(s) shall be provided to each member by regular or electronic mail at least thirty days in advance of the meeting during which a vote on the proposed change(s) will occur.



2023 ANNUAL REPORT



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MISSION

To provide financial protection, broad coverage, and risk management services responsive to members' needs

PURPOSE

To provide reliability in a risky world

VALUES

We enjoy opportunities to address members' needs

We have a genuine appreciation for the services public entities provide to our communities

We deliver professional quality results

We take ownership in knowing the success of Enduris depends on our respect for one another



Message from Chair & Executive Director

In 2023 Enduris positioned itself to be a stronger more resilient pool in the face of challenges that continually plague the insurance and pooling industries. The reinsurance market remains as hard as ever, and the increasing cost of goods is stretching member budgets thin while simultaneously driving claims expenses higher. Amid this difficult environment Enduris has been resolute in its efforts to keep member rates as low as possible while strengthening the financial position of the pool.

The board's work with the actuary on the Capital Adequacy Assessment was formalized into policy, setting a 'capital target range' for the pool. Identifying this range is a cooperative effort between the actuary and the board. The actuary quantifies various financial risk drivers, and the board determines an appropriate risk tolerance for the Pool. Monitoring the pool's net position in relation to this range provides the board with valuable insight into the financial health of the organization. The board has set targets for the Pool's net position to withstand a 'black swan' type of event. The pool's financial position continues to strengthen ensuring members can continue to rely on Enduris well into the future.

The pool continued to feel the effects of a hard market seeing both liability and property reinsurance rates rise for yet another year. While these increases could be detrimental if passed directly on to members, the pool is able to absorb these types of fluctuations and insulate members from the swings of the market. To help combat the historically hard property market, Enduris renewed their property policy with an increased Self-Insured Retention (SIR) of \$500,000. Leveraging the pool's healthy net position to retain more of its own risk, Enduris can reduce the number of claims ceded to reinsurance and help improve property renewals in the future.

Enduris exists to serve its members, and their satisfaction is always top of mind. In 2023 Enduris conducted a member satisfaction survey to gain insight into how our members were using and benefiting from our services. The results of the survey were very positive and highlighted the staff's dedication to our membership.

Looking ahead to the next year, Enduris is well positioned to tackle whatever challenges it is sure to bring. With a clear vision for the health of the pool, a strong financial position, and growing member engagement that helps us all reduce our collective risk, Enduris looks forward to serving our members in the years to come.

Matt Schanz *Sheryl Brandt*

WE ARE RELIABILITY IN A RISKY WORLD

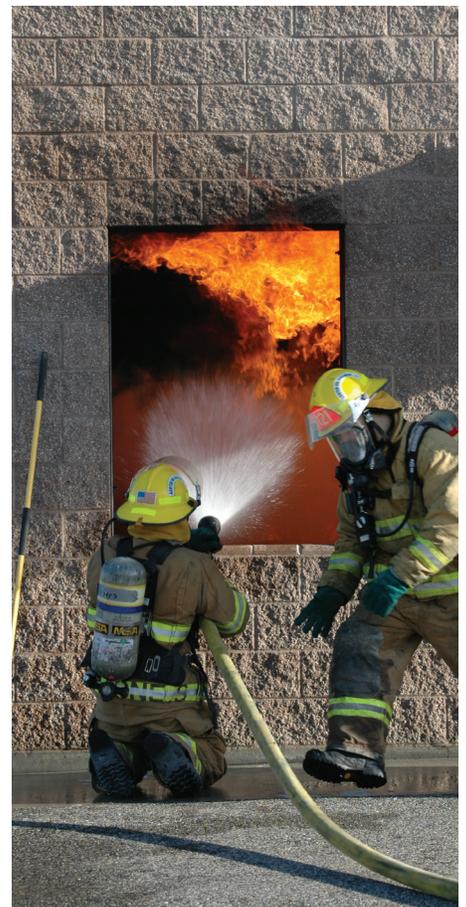
Enduris is a joint self-insurance program authorized by RCW 48.62 to serve local government entities for their property and liability coverage needs.



By jointly self-insuring or 'pooling' their resources, members are able to reduce cost, increase services, and have a voice in the direction of Enduris. Lead by a board of directors elected from the membership, Enduris is able to meet the unique needs of the special purpose district which it serves better than other traditional coverage options.

Enduris is able to offer limits that would otherwise be cost prohibitive of individual members; Blending the exposures of a diverse membership spreads risk amongst different types of operations and geographically across the state, combining the overall total insured value of the membership's property gives Enduris greater purchasing power, and self-insuring claims at higher limits allows Enduris to secure broad coverage through the reinsurance market that passes value along to individual members.

Enduris Washington offers its members government risk specialists that have a passion for serving those that serve our communities. Enduris manages claims in-house and provides a broad array of in-depth loss control services, training, and risk consultation. Enduris is widely recognized as the leading risk pool for special purpose districts in Washington State.



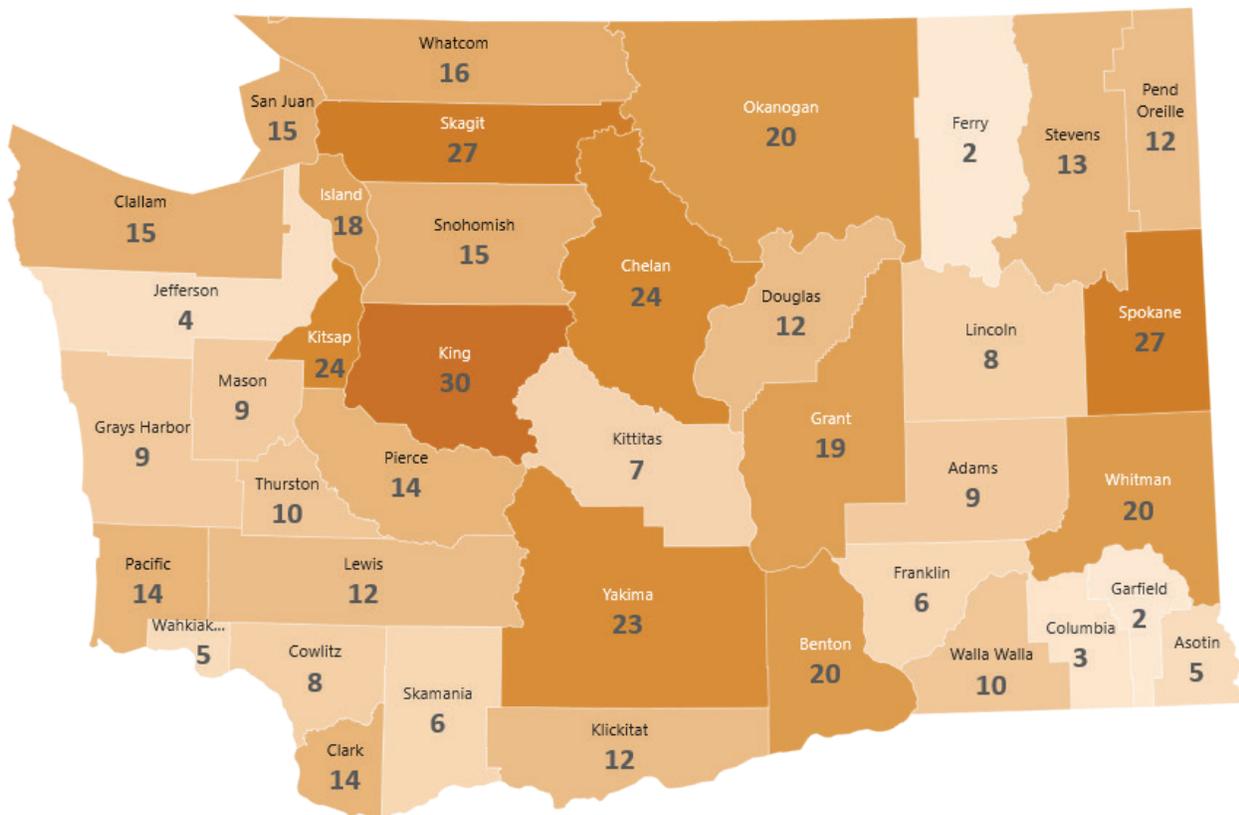
Membership

In Policy Year 2023 Enduris had **519 members**. These members represent **17** different types of public entities and are spread across all **39** counties of Washington State.

Membership diversity is a key element to the long-term success of Enduris. Diversity in the types of entities and their geographic location ensures the membership as a whole is protected from any unexpected losses contributed to a single type of exposure or location.

All Enduris members provide vital services to our communities, From Fire Protection Districts to Water Districts, and from Public Health districts to Library Districts, Enduris is proud to serve those that serve our communities.

MEMBERSHIP DIVERSITY IS A KEY ELEMENT TO THE LONG-TERM SUCCESS OF ENDURIS.



Coverage

The Enduris' program provides for various forms of joint self-insurance and reinsurance coverage for its members. All coverages (with the exception of pollution coverage) are written on a "occurrence" form which provides coverage for members for any claims that occur during the policy period, even if the claim is made after the policy is ended or the member is no longer part of the pool.

Enduris directly pays for covered losses that fall within its Self-Insured Retention (SIR). For claims that exceed the Pool's SIR, Enduris purchases excess and reinsurance policies that provide coverage up to the policy limits. Detail tables of the Pool's SIR, reinsurance limits and member deductibles/co-pays by coverage type can be found in the Pool's fiscal 2023 Financial Statements with the Washington State Auditor's Office (SAO) Audit Reports on our website.



LIABILITY COVERAGE:

Enduris includes General, Automobile, Public Officials' Errors and Omissions, Terrorism and Employment Practices in their liability program. Enduris self-insures liability losses up to \$1 million and procures reinsurance for losses up to their liability policy limit of \$20 million. Generally, members have a \$1,000 deductible though other deductible options are available.



PROPERTY COVERAGE:

Enduris includes Building and Contents, Mobile Equipment, Boiler and Machinery, Business Interruption/Extra Expense, Automobile Physical Damage (APD), and Cyber coverage in their property program. Enduris provides a broad and specialized property form for members under the Alliant Property Insurance Program (APIP), the largest public entity property program in the world. Members deductibles are generally \$1,000 for basic property and \$250 for APD though other deductible options are available.



OTHER COVERAGES:

Enduris offers other coverages designed to meet the unique needs of the public entities which it serves. **Identity Fraud Expense Reimbursement** coverage is provided for members' full time employees with no deductible and a \$25,000 limit per member. Fire district members have access to a \$25,000 in the **Line of Duty Accident and Health** coverage.

Enduris can also assist members in procuring specialty policies. Specialty coverages are not part of the pool and procured by Enduris agent of record. Specialty policies include Airport Liability, Marina Operators Legal Liability, Pollution Liability, Railroad Liability, Notary Bonds and more.

Special event coverage is available for short-term, third party users for events held at a member location.



113

**IN-PERSON
MEMBER VISITS**

21

**ENDURIS TRAINING
SEMINARS**

1277

**TRAINING
ATTENDANCE FOR
ENDURIS-PROVIDED
TRAININGS**

89

**PRE-DEFENSE
INQUIRIES HANDLED
BY ENDURIS**

1852

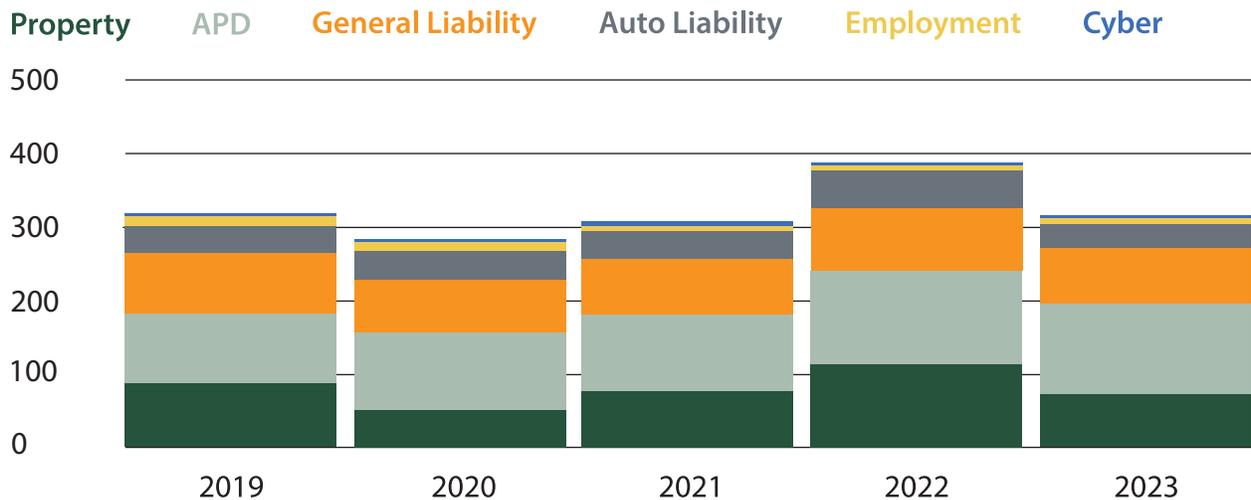
**LOCAL GOVU
COURSE COMPLETED**

Claims

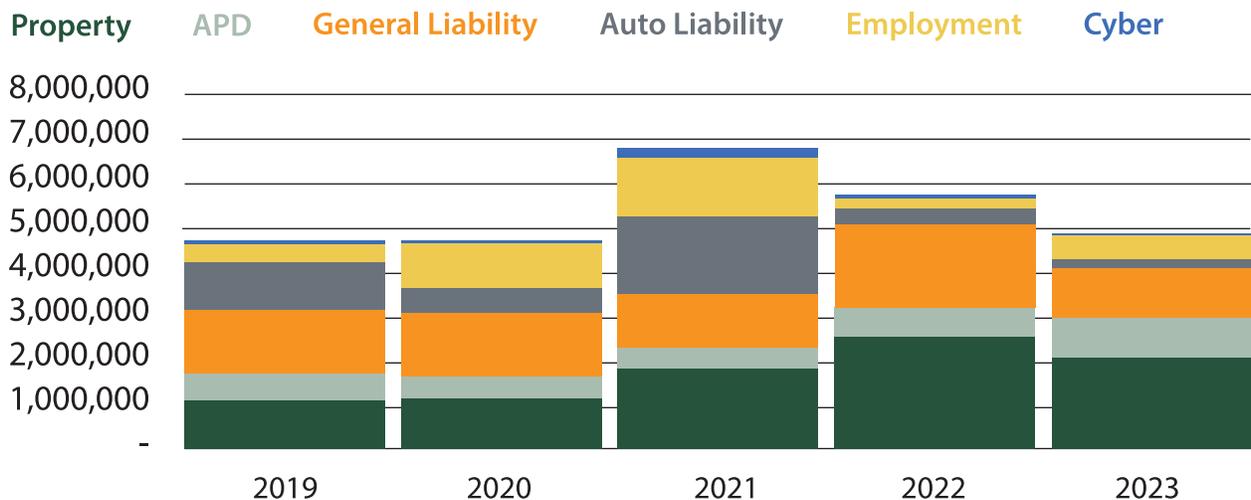
The Enduris claims team works diligently with members to ensure that claims are addressed accurately and fairly. Claims decisions are made locally and managed by Enduris staff. Members' claim satisfaction survey results are consistently above 90%.

There were 311 claims reported in policy year 2023, slightly lower than the five year average of 316. These claims represent approximately \$4.8 million in claim costs to the Pool. For policy year 2023 the Pool's actuary projects the ultimate claim costs to be \$8.7 million.

NUMBER OF CLAIMS REPORTED IN POLICY YEAR 2023



COST OF CLAIMS REPORTED IN PY 2023





\$4.8B

COMBINED
PROPERTY AND
VEHICLE TIV

6.7M

REPORTED L&I
HOURS

181K

REPORTED FIRE/
EMS RUNS

311

CLAIMS OPENED

\$4.8M

COST OF REPORTED
CLAIMS

\$8.7M

PROJECTED
ULTIMATE LOSS FOR
POLICY YEAR 2023

Financial Overview

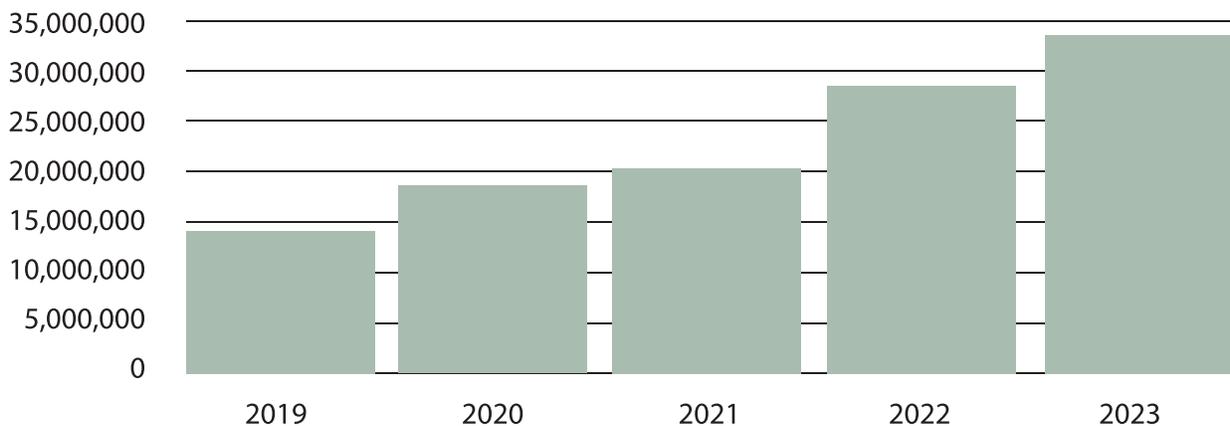
Enduris provides financial protection to its members by maintaining a strong net position with reserves ready to pay claims and insulate members from the volatile nature of the reinsurance market.

Like our members, Enduris is a public entity. We do not operate with commissions and any funds in excess of expenses stay within the program to keep rates as low as possible and ensure Enduris

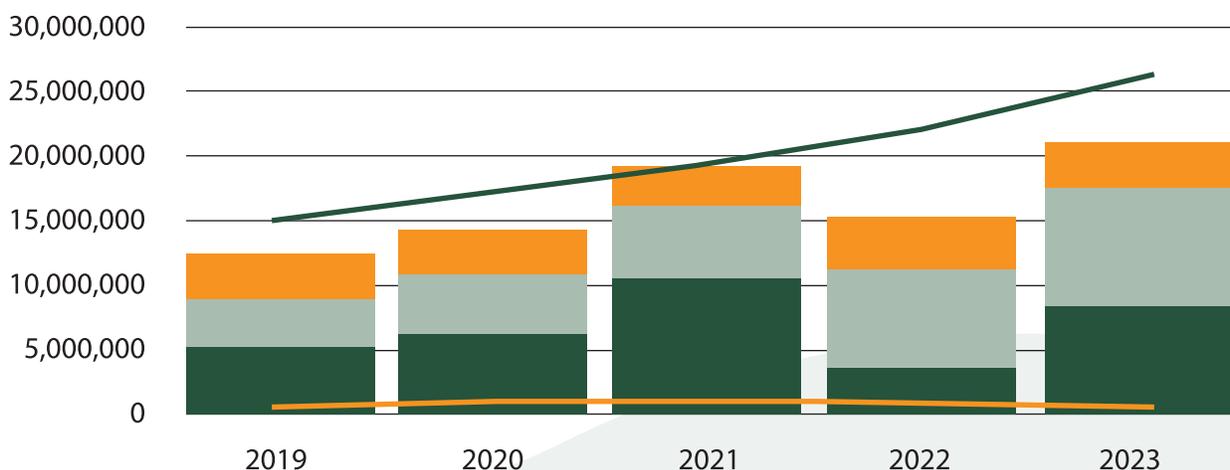
will remain positioned to provide broad coverage to our members far into the future.

In policy year 2023 Enduris' net position grew by \$5.1 million, to a total net position of \$32.6 million. While growing, the Pool's net position is still slightly below the bottom range of the Capital Target Range set by the board and the Pool's actuary, currently set at \$35 million.

NET POSITION



REVENUES & EXPENSES



Claims Expense Excess/Reinsurance Administration/Operations

Member Contributions Non-Operating Income



\$5.1M

**INCREASE TO NET
POSITION**

\$32.6M

TOTAL NET POSITION

\$25.8M

**MEMBER
CONTRIBUTIONS**

\$13.6M

**CLAIMS LOSSES
PAID IN POLICY
YEAR 2023**

\$18.2M

**TOTAL CLAIM
RESERVES PROJECTED
BY ACTUARY**

Financial Summary

FOR FISCAL YEARS ENDED

AUGUST 31, 2023, 2022 & 2021

The summary Financial information at August 31, 2023 has been derived from the Financial Statements with the Washington State Auditor's Office (SAO) Audit Reports for the Fiscal Years Ended August 31, 2023, 2022 and 2021. These reports are readily available on the Enduris website and on the SAO website at <https://sao.wa.gov/reports-data/audit-reports/>

The Enduris Financial Statements with the SAO's Audit Report are also filed with the Washington State Risk Manager at the Department of Enterprise Services, Office of Risk Management for Local Government and Self Insurance Programs.

This summary financial information is unaudited and does not contain all the disclosures, Management's Discussion and Analysis, and other required supplementary information required by generally accepted accounting principles as established by the Governmental Accounting Standards Board who considers that such information an essential part of financial reporting for placing basic financial statements in an appropriate operational, economic or historical context. Reading the Summary Financial Information at August 31, 2023, therefore, is not a substitute for reading the Financial Statements with the State Auditor's Report for the Fiscal Years Ended August 31, 2023, 2022 and 2021.



Scan for Washington State Auditor's Office (SAO) Audit Reports



CONDENSED STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

For the Fiscal Years ended August 31st – Dollars in Millions

	2023	2022	2021
OPERATING REVENUES:			
Member Contributions	\$25.8	\$22.0	\$19.4
Operating Revenues	\$25.8	\$22.0	\$19.4
OPERATING EXPENSES:			
Claims Expense	\$8.4	\$3.7	\$10.5
Excess/Reinsurance	9.2	7.5	5.7
General & Administrative	3.7	4.2	2.8
Total Operating Expenses	\$21.3	\$15.4	\$19.0
Operating Income	\$4.5	\$6.6	\$0.4
NON OPERATING INCOME (LOSS):			
Interest Income (Expense)	\$1.0	\$0.4	\$0.4
Change in Equity In GEM	\$(0.5)	\$0.4	\$0.6
Other Non-Operating Income (Loss)	0.1	0.1	0.1
Non Operating Income	\$0.6	\$0.9	\$1.1
Change in Net Position	\$5.1	\$7.5	\$1.5
Net Position beginning of year	27.5	20.0	18.5
Net Position end of year	\$ 32.6	\$27.5	\$20.0

CONDENSED STATEMENT OF NET POSITION

As of August 31st – Dollars in Millions

	2023	2022	2021
ASSETS AND DEFERRED OUTFLOWS:			
Cash and Cash Equivalents	\$52.2	\$44.8	\$38.1
Receivables	2.2	-	0.1
Prepaid Excess/Reinsurance	10.4	7.6	6.2
Other Current Assets	-	0.2	0.2
Capital Assets, net	5.0	4.6	5.4
Investment in GEM	3.1	3.6	3.2
Lease Receivable	2.4	2.5	2.6
Pension Asset	0.6	0.6	1.6
Deferred Outflow related to Pensions	0.5	0.6	0.2
Total Assets & Deferred Outflows	\$76.4	\$64.5	\$57.6
LIABILITIES AND DEFERRED INFLOWS:			
Unearned Member Contributions	\$21.4	\$16.1	\$14.0
Claims Reserves-Current	6.2	4.8	6.5
Claims Reserves-Non-Current	12.0	12.2	12.3
Other Current Liabilities	0.7	0.3	0.3
Other Non-Current Liabilities	0.8	0.6	0.2
Deferred Inflow related to Pensions	0.4	0.6	1.7
Deferred Inflow related to Leases	2.3	2.4	2.6
Total Liabilities & Deferred Inflows	\$43.8	\$37.0	\$37.6
NET POSITION:			
Investment in Capital Assets	5.0	\$4.6	\$5.4
Restricted Net Position related to Pensions	0.8	0.8	0.2
Unrestricted Net Position	26.8	22.3	14.4
Total Net Position	\$32.6	\$27.5	\$20.0

Board of Directors



Noel Hardin

DIRECTOR
Asotin County Fire District #1



Vicki Carter

SECRETARY/TREASURER
Spokane Conservation District



Sara Young

DIRECTOR
Port of Skagit



Donna Watts

DIRECTOR
Port of Pasco



Bijay Adams

VICE-CHAIR
Liberty Lake Sewer and
Water District



Kelly Williquette

DIRECTOR
Spokane Water District #3



Matt Schanz

CHAIR
Northeast Tri County
Health District



Sheryl Brandt

EX-OFFICIO
Enduris

The Board of Directors is comprised of 7 members elected from the Enduris Membership. Board members represent a variety of member types from across the state, bringing diverse perspectives and coming together for the good of their fellow members. The Board sets the direction and organizational goals for the Pool and works closely with the Executive Director to serve the members.

Staff

The Enduris staff is here to serve the membership in a variety of ways. The **Administration and Operations Team** at Enduris oversees the general administration and operations of the risk pool. The **Member Relations & Risk Management Team** works directly with members to provide risk management resources, meet with members, maintain policies and answer member questions. The **Claims Team** at Enduris is responsible for working with members when they experience a loss and managing all aspects of member claims. The **Finance Team** provides support to the other Enduris teams assisting with member contributions, claim payments, billing and budgeting. Together the Enduris staff works as a single team focused on serving the members.

MEMBER RELATIONS & RISK MANAGEMENT



Mitch Eadon
RISK MANAGER



Eric Swagerty
MEMBER RELATIONS REPRESENTATIVE



Joe Davis
DIRECTOR OF RISK MANAGEMENT AND MEMBER RELATIONS



Kathy Johns
MEMBER RELATIONS ASSOCIATE



Sindy Joseph
MEMBER RELATIONS COORDINATOR

FINANCE



Alana Holmes
FINANCIAL ACCOUNTANT



Brittney Desjardins
FINANCIAL ANALYST



Kimberly Millikan
DIRECTOR OF FINANCE

**ADMIN/
OPERATIONS**



Alric Balka
DIRECTOR OF OPERATIONS



Shawna Masterton
EXECUTIVE ASSISTANT



Sheryl Brandt
EXECUTIVE DIRECTOR

CLAIMS



Ryan Wilson
TECHNOLOGY/BUSINESS
SYSTEMS COORDINATOR



Holly Nelson
DIRECTOR OF CLAIMS



Kim Lewis
CLAIMS ASSOCIATE



Lisa McMeekin
CLAIMS ANALYST



Cassie Sneddon
CLAIMS ANALYST



Karen Easterday
CLAIMS ANALYST



Kelly Allen
LEGAL COUNSEL

Attachment F

Reference Forms

AIS 6 Selection of Insurance Provider

Insurance Provider Reference Form

Thank you for taking the time to provide feedback regarding your experience with the insurance agency listed below. Your responses will help the Des Moines Pool Metropolitan Park District make an informed decision.

Agency Name:	
Your Organization:	
Your Name and Title:	
Phone Number / Email:	
How long have you worked with this agency?	
What services do they provide for your organization?	
Please rate the following:	Circle response.
- Customer Service	1 Poor - 2 Below Average - 3 Average - 4 Good - 5 Excellent
- Claims Support	1 Poor - 2 Below Average - 3 Average - 4 Good - 5 Excellent
- Understanding of Public Sector Needs	1 Poor - 2 Below Average - 3 Average - 4 Good - 5 Excellent
- Value for Cost	1 Poor - 2 Below Average - 3 Average - 4 Good - 5 Excellent
Do you have any recommendations on how to best work with this agency?	
Do you have any additional comments?	

Staff Section:

Completed By:	
Date and Time:	
Comments:	

Notes:**- Attachments:**

- (A) AWC-RMSA Resolution and Paperwork
- (B) CIAW Resolution and Paperwork
- (C) Enduris Resolution and Paperwork

Attachment A

AWC-RMSA

AIS 7 Resolution and Required Paperwork

**DES MOINES POOL METROPOLITAN PARK DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION NUMBER 2025 – 06

Authorizing Membership in the Association of Washington Cities (AWC) Risk Management Service Agency (RMSA)

WHEREAS, the Association of Washington Cities Risk Management Service Agency (AWC RMSA) is a municipal self-insurance pool formed January 1, 1989 under RCW 48.62, to provide its members the opportunity to self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages and providing its members cost stability and the potential for long-term savings; and

WHEREAS, AWC RMSA is sponsored by the Association of Washington Cities as a service to Washington cities, towns, and special districts; and

WHEREAS, the Des Moines Pool Metropolitan Park District has reviewed and analyzed the AWC RMSA Interlocal agreement, bylaws, other governing documents, and coverages with legal counsel for compliance with the Charter and Ordinances, or both, of the Des Moines Pool Metropolitan Park District; and

WHEREAS, the Des Moines Pool Metropolitan Park District concludes that membership in the AWC RMSA would be beneficial in managing the municipal risks involved in providing services to our citizens;

NOW, THEREFORE, BE IT RESOLVED BY THE Board of the Des Moines Pool Metropolitan Park District that the Interlocal Agreement between Des Moines Pool Metropolitan Park District and the AWC RMSA in the form attached hereto as Exhibit A is hereby approved and that Des Moines Pool Metropolitan Park District does hereby:

1. Authorize the Des Moines Pool Metropolitan Park District’s membership in the AWC RMSA;
2. Authorize the Des Moines Pool Metropolitan Park District’s Chair to execute the AWC RMSA Interlocal Agreement on behalf of Des Moines Pool Metropolitan Park District;
3. Agree to adhere to the AWC RMSA risk management philosophy and standards as set forth by the pool; and
4. Agree to enter into and abide by the AWC RMSA Interlocal Agreement and all other AWC RMSA governing documents, which, along with this Resolution, constitute a contract between the Des Moines Pool Metropolitan Park District and the AWC RMSA.

The Des Moines Pool Metropolitan Park District will become a **member starting August 1, 2025.**

Adoption: ADOPTED by the Board of Commissioners of the Des Moines Pool Metropolitan Park District at an open meeting of such Board on the 1st of July 2025, the following Commissioners being present and voting.

President Young

Commissioner Dusenbury

Commissioner Campbell

Commissioner Stender

Commissioner Thorell

District Clerk

DRAFT

**INTERLOCAL AGREEMENT OF
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
(AWC-RMSA)**

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Effective January 1, 2017

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INTERLOCAL AGREEMENT: OF THE ASSOCIATION OF WASHINGTON CITIES RISK MANAGEMENT SERVICE AGENCY

PREAMBLE

State law authorizes the formation of pooling organizations to provide insurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This Agreement provides for self-insurance pooling and/or the economical purchase of Insurance coverage for Local Governmental Entities. This Agreement is made and entered into in the State of Washington by and among the Members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", and individually as "Member", which are parties signatory to this Agreement.

RECITALS

WHEREAS, Chapter 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

WHEREAS, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

WHEREAS, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a Joint Self-Insurance program for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

ARTICLE 1 Definitions

The following definitions shall apply to the provisions of this Agreement:

- 1.1 **"Administrative Agent,"** shall mean the Association of Washington Cities that provides the contracted administrative services for the Agency.
- 1.2 **"Agency"** shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).
- 1.3 **"Agreement"** shall mean the Interlocal Agreement, however amended, among and between the Agency and the Members.
- 1.4 **"Assessment"** shall mean the monies paid by the Members to the Agency.

- 1.5 “**Association**” shall mean the Association of Washington Cities.
- 1.6 “**Board of Directors**” or “**Board**” shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.
- 1.7 “**Bylaws**” shall mean the document(s) that provides for the governance and operation of the Agency. “Bylaws” mean the Bylaws adopted by the Board of Directors of the Agency and all duly adopted amendments and revisions thereto, however amended.
- 1.8 “**Claim(s)**” means a demand for payment for damages against the Agency arising out of occurrences within the Coverage Agreement; or policy benefit because of the occurrence of an event that includes, but is not limited to, the destruction or damage of property or reputation, bodily injury or death and alleged civil rights violations.
- 1.9 “**Coverage Agreement**” shall mean the coverage document(s) established by the Board of Directors and intended to address the general claim operations of the Agency.
- 1.10 “**Excess insurance**” shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.
- 1.11 “**Fiscal Year**” shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.
- 1.12 “**Insurance**” shall mean and include self-insurance through a funded program and/or commercial insurance contract.
- 1.13 “**Interlocal Agreement**” means an Agreement established under the Interlocal Cooperation Act defined in Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and therefore, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.
- 1.14 “**Joint Self-Insurance Program**” means two or more Local Government Entities which have entered into a cooperative risk sharing Agreement subject to regulation under Chapter 48.62 RCW.
- 1.15 “**Local Governmental Entity**” shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts, public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.
- 1.16 “**Member**” – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency’s Interlocal Agreement.
- 1.17 “**Member Standards**” shall mean the required and advisory standards adopted by the Board of Directors in an effort to provide consistent administrative practices for members, with the goal of reducing property and liability losses.
- 1.18 “**Operating Committee**” shall mean the standing advisory committee to the Board.
- 1.19 “**Reassessment**” shall mean additional monies paid by the Members to the Joint Self-Insurance Program if claims shall exceed assets.

- 1.20 **“Risk Sharing”** means a decision by the Members of a Joint Self Insurance program to jointly absorb certain or specific financial exposures to risks of loss through the creation of a formal program of advance funding of actuarially determined anticipated losses; and/or joint purchase of Insurance or reinsurance as a Member of a Joint Self-Insurance program formed under Chapter 48.62 RCW.
- 1.21 **“Signatory”** or **“Signatories”** shall mean those parties who sign this Agreement, including execution by counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.
- 1.22 **“Special Committee”** – shall mean committees of the Agency created by the Board of Directors.

**ARTICLE 2
Risk Sharing**

- 2.1 This Agreement is entered into by the Members to provide for Joint Self-Insurance pooling and/or the economical purchase of Insurance coverage, risk management services, and property and liability claims administration. Furthermore, the purpose of the Agreement is to reduce the amount and frequency of the Members' losses and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Service Agency, to direct and administer a Joint Self-Insurance Program wherein the Members will engage in certain activities, including but not limited to the following:
 - 2.1.1 Risk Sharing
 - 2.1.2 Joint purchase of insurance which may include, but is not limited to Excess and or reinsurance; and
 - 2.1.3 Joint purchase of administrative and other services including:
 - 2.1.3.1 Claims adjusting;
 - 2.1.3.2 Data processing;
 - 2.1.3.3 Risk management consulting;
 - 2.1.3.4 Loss prevention;
 - 2.1.3.5 Legal; and
 - 2.1.3.6 Miscellaneous related services.
- 2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and Members of the Agency, subject to approval by the Board of Directors.
- 2.3 This Agreement may but is not required to provide, to the extent permitted by law, that the Agency may, at the discretion of its directors, contract with non-member Local Government Entities in the State of Washington.

**Article 3
Agency Offices**

- 3.1 Principal Executive Office

The principal executive office for the transaction of business of the Agency shall be located at 1076 Franklin St. SE, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.

3.2 Other Offices

Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

ARTICLE 4
Parties to Agreement

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and Signatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and 17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 5
Term of Agreement

This Agreement shall become effective on January 1, 2017, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

ARTICLE 6
Financial Obligations of Agency

Pursuant to Chapter 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any Member to this Agreement.

ARTICLE 7
Powers of the Agency

- 7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:
- 7.1.1 Contract or otherwise provide for risk management, claims administration and loss prevention services;
 - 7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;
 - 7.1.3 Consult with the Washington State Risk Manager and State Auditor;
 - 7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;
 - 7.1.5 Incur debts, liabilities, or obligations;
 - 7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
 - 7.1.7 Sue and be sued in its own name;
 - 7.1.8 Hire employees and agents; and

7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

ARTICLE 8

The Board of Directors and their Powers and Responsibilities

8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.

8.2 Number of directors

There shall be seven (7) directors of the Agency, who shall be elected officials representing members of the Agency.

8.3 Acceptance of Appointment by directors

Each director shall sign a document accepting their appointment as director and agreeing to abide by the terms and provisions of this Agreement and the Bylaws.

8.4 Powers and Responsibilities of the Board of Directors

The Board of Directors of the Agency shall have the following powers and functions:

8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.

8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.

8.4.3 The Board shall receive and review periodic accountings of all funds of the Agency.

8.4.4 Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the Assessment, or Reassessment rate to be charged to the Members of the Agency.

8.4.5 The Board may review, modify if necessary, and approve the Coverage Agreement, the Agency's Bylaws, policies and Member Standards.

8.4.6 The Board shall have the power to conduct all business on behalf of the Agency, which the Agency may conduct under the provisions hereof and pursuant to law.

8.4.7 The Board shall determine and select Insurance, necessary to carry out the Joint Self-Insurance Program for the Agency.

8.4.8 The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an Administrative Agent, claims adjusting, loss prevention, risk management consulting services, independent actuary services, insurance brokerage services, independent claims auditing services, and legal counsel.

8.4.9 The Board shall have such other powers and functions as are provided for in this Agreement, and the Bylaws, which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

ARTICLE 9

Operating Committee

The Operating Committee shall consist of nine (9) representatives from Members. All members of the Operating Committee shall be non-elected officials. It is the Board's intent that the Operating

Committee is advisory to the Board and/or the Administrative Agent, regarding the operations of the Agency.

ARTICLE 10 Coverage

- 10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.
- 10.2 The Board may approve purchase of additional types or limits of coverage for Members interested in obtaining additional types or limits of coverage at additional cost to those Members. Such additional cost may include an administrative fee for the Agency's services.
- 10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

ARTICLE 11 Bond Requirements

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

ARTICLE 12 Responsibility of the Agency

The Agency shall perform the following functions in discharging its responsibilities under this Agreement:

- 12.1 Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage or reinsurance, and other insurance. Such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;
- 12.2 Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;
- 12.3 Provide loss prevention consulting services to Members as required;
- 12.4 Provide Claim adjusting and subrogation services for Claims covered by the Agency's Coverage Agreement;
- 12.5 Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
- 12.6 Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and insurance provisions;
- 12.7 Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the Administrative Agent, and/or an independent auditor may be retained by contract to conduct the audits;
- 12.8 Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;

- 12.9 Abide by the rules and regulations as stated or hereinafter amended of RCW Chapter 48.62 and WAC 200-100; and
- 12.10 The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

ARTICLE 13
Responsibilities of Members

Members shall have the following responsibilities:

- 13.1 All Members must maintain membership in the Association of Washington Cities.
- 13.2 Each Member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency.
- 13.3 Each Member shall implement a risk management policy which shall include implementing loss prevention recommendations, and complying with the Member Standards.
- 13.4 Each Member shall be responsible for payment of any Member-elected deductible, and/or appropriate deductible associated with the Member Standards.
- 13.5 Each Member shall promptly pay its Assessment, Reassessment, and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any Reassessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.
- 13.6 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the provisions of this Agreement.
- 13.7 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, policies, procedures and Member Standards as adopted or amended by the Board of Directors.
- 13.8 All members shall cooperate with the Agency and assist with any investigations, settlement discussions, defense or prosecution of suits, and cooperate and assist the Agency in enforcing any right of contribution, indemnity, or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, this Agreement, or the Coverage Agreement. Members shall also assist the Agency and attend hearings and trials as well as secure and give evidence and obtain the attendance of witnesses. Further, the members shall undertake appropriate due diligence and concur in exercising all things reasonably practicable to avoid or diminish any loss of or damage to the property insured under this agreement.

ARTICLE 14
New Members

- 14.1 Additional Members shall be permitted to become Signatories to this Agreement. All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The Agency shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.

- 14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their Assessment.

ARTICLE 15

Defense of Agents

- 15.1 For purposes of this article, “agent” means any person who is or was: a director, an Operating Committee member, a Special Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.
- 15.2 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

ARTICLE 16

Withdrawal

- 16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.
- 16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of the Agency’s Fiscal Year, provided the Member has given the Agency a minimum of 12-month written notice of its intent to withdraw from this Agency.
- 16.2 A Member shall be entitled to withdraw from the Agency where the Member presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.
- 16.3 No Member withdrawing from the agency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 17

Termination by Agency

- 17.1 The Agency shall have the right to terminate any Member’s participation in the Agreement upon a motion approved by a vote of 66% or more of the entire Board of Directors. Prior to taking action on such a motion, the Board may, but is not required to, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to terminate, including but not limited to failure to: comply with a written condition, disregard of risk management recommendations or Member Standards, noncompliance with any provision of this Agreement, and/or the Bylaws of the Agency.
- 17.2 Any Member so terminated from the Agency, shall be given at least one hundred eighty (180) days notice prior to the effective date of the termination. Any Member so terminated shall have a period of up to six (6) months coverage under the terms of this Agreement, or may affect alternate insurance or self-insurance arrangements if it so desires. Upon written receipt of confirmation from the terminating Member that the terminating Member has in force valid insurance or membership in another risk sharing pool, the effective date of the termination may

be adjusted by the Agency. Any Member so terminated shall be treated as if it had voluntarily withdrawn.

- 17.3 Upon termination from this Agreement, a Member shall not be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 18

Effect of Withdrawal or Termination

- 18.1 The withdrawal of any Member from this Agreement shall not terminate the same for purposes of continuing to comply with all conditions and requirements of the Agreement, and survives the withdrawal or termination of any Member.
- 18.2 No Member by withdrawing or terminating from the Agreement shall be entitled to payment or return of any Assessment, Reassessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.
- 18.3 The withdrawal or termination of any Member shall not cease its responsibility to contribute its share or Assessment, Reassessment, or funds to any fund or Joint Self-Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.
- 18.4 The withdrawn or terminated Member shall be responsible for any applicable deductible that would have been applied related to a claim the same as if the Member was still in good standing with the Agency.
- 18.5 Any withdrawn or terminated Member may not be permitted to rejoin the Agency, or allowed to submit an application to rejoin the Agency for a period of three (3) years after the effective date of the Member's withdrawal or termination without Board approval.

ARTICLE 19

Termination and Distribution

- 19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such liquidation, including the power to require Members, including those who were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of Reassessment deemed necessary by the Board for final disposition of all Claims, losses, and liabilities covered by this Agreement. Such additional Reassessment shall be determined and thereafter adjusted, if necessary.
- 19.2 Upon termination of this Agreement, all assets of the Agency shall be distributed only among the parties that are Members in good standing of the Agency on the date of termination of this Agreement. The assets shall be distributed in accordance with and proportionate to their Assessment, Reassessment and property contributions made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.
- 19.3 The Board is vested with all powers of the Agency for the purpose of liquidating and dissolving the business affairs of the Agency. These powers shall include the power to require Members,

including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

ARTICLE 20

Bylaws, Policy, Procedures and Member Standards

The Board may adopt Agency Bylaws, policies, procedures, and Member Standards or other documents that govern the day-to-day operations of the Agency. Each Member shall have access in electronic or written format.

ARTICLE 21

Notices

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member. Postal mail will be deemed received three (3) days after mailing.

ARTICLE 22

Amendment

This Agreement may be amended at any time by the written approval of the majority of all Members of the Agency. Amendments to the Agreement shall be adopted by ordinance or resolution of the governing board or council of each Member, signed by an authorized representative of each member, and a copy returned to the Agency

ARTICLE 23

Enforcement

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

ARTICLE 24

Prohibition Against Assignment

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

ARTICLE 25

Severability

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses applications, or occurrences, and this Agreement is expressly declared to be severable.

ARTICLE 26

Agreement Complete

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 27

Conflicts

In the event of a conflict between this Agreement and the adopted Bylaws, policies, procedures, or the Member Standards, this Agreement shall take precedence.”

Article 28

Supersession

This Agreement supersedes and replaces all prior Interlocal Agreements and amendments thereto pertaining to the Agency.”

Article 29

Signature in Counterparts

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

Article 30

Section Headings

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they identify and introduce.

**Article 31
Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**Article 32
Time**

Time is of the essence in this Agreement and each and every provision hereof.

**ARTICLE 33
Authorization of Signature**

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a copy of which Ordinance or Resolution is attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)
Risk Management Service Agency (RMSA)

(Member Name)

By 

Deanna Dawson, AWC CEO

By _____
_____, [Title]
(Printed name)

Date 11/10/2022

Date _____

Attachment B

CIAW

AIS 7 Resolution and Required Paperwork

**DES MOINES POOL METROPOLITAN PARK DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION NUMBER 2025 – 06

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE DES MOINES POOL METROPOLITAN PARK DISTRICT, KING COUNTY, WASHINGTON, SELECTING THE CITIES INSURANCE ASSOCIATION OF WASHINGTON (CIAW) AS THE DISTRICT’S INSURANCE PROVIDER AND AUTHORIZING THE DISTRICT GENERAL MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS AND INTERLOCAL AGREEMENTS

WHEREAS, RCW 48.62 authorizes local government entities to jointly self-insure property and liability risks through an association of entities; and

WHEREAS, RCW 39.34 (Interlocal Cooperation Act) permits public agencies to enter into interlocal agreements for cooperative services and functions; and

WHEREAS, the Des Moines Pool Metropolitan Park District (“District”) has reviewed the submission and premium indication from the Cities Insurance Association of Washington (CIAW) and finds that participation in the CIAW program provides comprehensive coverage, competitive rates, and access to valuable risk management services; and

WHEREAS, the CIAW program requires the District to complete a Member Agreement and related forms, including any applications, Statement of Values, loss history, and other required documents as outlined in the CIAW Submission Packet dated May 27, 2025; and

WHEREAS, it is in the best interest of the District to enter into all necessary agreements to secure and maintain the insurance coverage provided through CIAW;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE DES MOINES POOL METROPOLITAN PARK DISTRICT, KING COUNTY, WASHINGTON, AS FOLLOWS:

1. Selection of Insurance Provider

The Board hereby selects the Cities Insurance Association of Washington (CIAW) as the District’s insurance provider effective January 1, 2025 or upon final approval by CIAW.

2. Authorization to Execute Required Documents

The District General Manager, or their designee, is hereby authorized and directed to:

- Finalize, sign, and submit the CIAW General Application, Member Agreement, Facility Use Agreement, and all required underwriting materials;
- Execute any Interlocal Agreements necessary under RCW 39.34 for participation in CIAW’s risk-sharing pool;
- Take any further administrative actions necessary to implement, maintain, and renew the District’s coverage with CIAW in the best interest of the District.

3. Effective Date

This Resolution shall take effect and be in full force immediately upon adoption.

4. Ratification

Any actions taken prior to the adoption of this Resolution consistent with its purpose are hereby ratified and confirmed.

The Des Moines Pool Metropolitan Park District will become a **member starting August 1, 2025.**

Adoption: ADOPTED by the Board of Commissioners of the Des Moines Pool Metropolitan Park District at an open meeting of such Board on the 1st of July 2025, the following Commissioners being present and voting.

President Young

Commissioner Dusenbury

Commissioner Campbell

Commissioner Stender

Commissioner Thorell

District Clerk

DRAFT

DRAFT (SAMPLE) INTERLOCAL AGREEMENT

Between Des Moines Pool Metropolitan Park District and the Cities Insurance Association of Washington (CIAW)

This Interlocal Agreement (“Agreement”) is entered into this **1st day of July, 2025**, by and between the **Des Moines Pool Metropolitan Park District**, a municipal corporation organized under RCW 35.61 (“District”), and the **Cities Insurance Association of Washington (CIAW)**, a self-insurance risk pool formed under RCW 48.62 and RCW 39.34.

RECITALS

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, permits public agencies to cooperate for mutual advantage and to enter into agreements to jointly exercise powers and responsibilities; and

WHEREAS, RCW 48.62 authorizes local government entities to join together to form or participate in self-insurance risk pools for property and liability risks; and

WHEREAS, the CIAW was created to provide comprehensive insurance coverage, risk management, and claims services to its members, including cities, fire districts, and special purpose districts in Washington State; and

WHEREAS, the District desires to become a member of CIAW and participate in its risk-sharing pool subject to the terms and conditions of the CIAW’s Memorandum of Coverage and this Agreement;

AGREEMENT

1. Purpose

This Agreement establishes the District’s membership in the CIAW to jointly self-insure against risks described in the CIAW’s Memorandum of Coverage, consistent with RCW 48.62 and RCW 39.34.

2. Governance

- a. The CIAW shall be governed by its Board of Directors elected by its members, who shall establish rules, policies, and procedures for the operation of the risk pool.
- b. The District shall have the right to participate in CIAW governance in accordance with CIAW's Bylaws.

3. Contributions and Coverage

- a. The District agrees to pay all required annual and special contributions as determined by CIAW's Board of Directors.
- b. The District's coverage shall be as specified in the Memorandum of Coverage and any applicable endorsements or schedules.
- c. The District agrees to comply with all underwriting requirements, submit all required forms (including Statement of Values, loss history, and facility agreements), and sign the Member Agreement as required by CIAW.

4. Claims Handling and Loss Control

- a. CIAW or its administrator, Clear Risk Solutions, shall handle and administer all covered claims and risk management services on behalf of the District.
- b. The District agrees to cooperate fully with CIAW in investigating, settling, and defending claims and to participate in risk management and loss control programs.

5. Term and Termination

- a. This Agreement shall take effect on **August 1, 2025**, and shall remain in force so long as the District remains a member in good standing of CIAW.
- b. Termination of membership shall be in accordance with the CIAW Bylaws and the Memorandum of Coverage.
- c. Termination shall not relieve the District of obligations for contributions or claims that arose during its period of membership.

6. Indemnification and Hold Harmless

Each party agrees to defend, indemnify, and hold harmless the other to the extent of its own negligence or wrongful acts or omissions, consistent with RCW 4.96.010.

7. Filing and Effective Date

This Agreement shall be filed with the King County Auditor or posted on each party’s official website in accordance with RCW 39.34.040.

8. Entire Agreement

This Agreement, along with the CIAW Member Agreement and Memorandum of Coverage, constitutes the entire understanding between the parties regarding joint risk pooling and supersedes any prior agreements.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement as of the date first written above.

DES MOINES POOL METROPOLITAN PARK DISTRICT

By: _____

[Name], Board President

Attest: _____

[Name], District Secretary

CITIES INSURANCE ASSOCIATION OF WASHINGTON (CIAW)

By: _____

Authorized Representative

RCW References Covered:

- RCW 39.34 – Interlocal Cooperation Act
- RCW 48.62 – Joint Self-Insurance Programs

SAMPLE

Attachment C

Enduris

AIS 7 Resolution and Required Paperwork

**DES MOINES POOL METROPOLITAN PARK DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION NUMBER 2025 – 06

ENDURIS AS PRIMARY INSURANCE CARRIER

A **RESOLUTION** of the Des Moines Pool Metropolitan Park District authorizing membership with Enduris for the purpose of providing liability and property insurance for the District; approving a Master Agreement and authorizing execution thereof; and accepting a Memorandum of Insurance coverages under such contract.

WHEREAS, the Des Moines Pool Metropolitan Park District, King County, Washington, the "District" is authorized, pursuant to Chapters 48.62 and 39.34 RCW, to join with other governmental entities of the State through an interlocal cooperation agreement for the purpose of providing property and liability insurance coverage for the District; and

WHEREAS, the Des Moines Pool Metropolitan Park District hereby finds and determines that the best, most cost-effective means for securing such insurance is to become a member of Enduris.

NOW, THEREFORE, BE IT RESOLVED by the Des Moines Pool Metropolitan Park District, King County, Washington, as follows:

Section 1. Master Agreement. The form of Master Agreement attached hereto as Appendix A is hereby approved: and the President and Secretary of the Board are hereby authorized and directed to execute the Master Agreement on behalf of the District.

Section 2. Severability. If any provision of this Resolution or the agreements authorized herein on behalf of the District is declared by any court of competent jurisdiction to be contrary to law, such provision shall be null and void and deemed separable from the remaining provisions to assure continuous insurance coverage for the District.

The Des Moines Pool Metropolitan Park District will become a **member starting August 1, 2025.**

Adoption: ADOPTED by the Board of Commissioners of the Des Moines Pool Metropolitan Park District at an open meeting of such Board on the 1st of July 2025, the following Commissioners being present and voting.

President Young

Commissioner Dusenbury

Commissioner Campbell

Commissioner Stender

Commissioner Thorell

District Clerk

INTERGOVERNMENTAL CONTRACT

ENDURIS

This Agreement is made and entered into by the undersigned Entities who, upon execution of this Agreement, will become Members of Enduris.

WHEREAS, the laws of the state of Washington, specifically Chapter 48.62 RCW, permit various local entities to form together into a pool pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW) for joint self-insuring and/or for the joint purchase of insurance;

NOW, THEREFORE, the undersigned executes this Agreement in consideration for other Entities executing this Agreement for the purpose of joining and establishing a risk pool known as Enduris. The undersigned agrees to abide by the terms and conditions of this Agreement and all actions taken pursuant to this Agreement. In consideration of the mutual covenants of all signatories to this Agreement it is agreed as follows:

ARTICLE 1. NAME OF ENTITY. The name of the entity created herewith shall be Enduris.

The signatories hereto, together with future signatories, establish a risk pool as authorized by Chapter 48.62 RCW as a separate legal and administrative entity for the purpose of effectuating this Agreement; which pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of this Agreement.

ARTICLE 2. PURPOSE. The purposes of the Pool are to serve as a risk sharing pool of entities defined in Chapter 48.62 RCW operated and controlled by its members, and to provide stability through financial risk sharing and risk management services responsive to members' needs.

The purpose of this Agreement is to enter into a Intergovernmental Contract to form a local government risk pool, to provide for joint or cooperative action by Members relative to their financial and administrative resources for the purpose of providing risk management services and risk sharing resources to the Members and to the Members' employees, and to defend and protect, in accordance with this Agreement, any Member of the Pool against liability and damage pursuant to the Memorandum of Coverage issued to each Member.

This Agreement shall constitute a contract among those Entities, which shall now or at any time enter into this Agreement and become Members of the Pool.

In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member.

ARTICLE 3. DEFINITIONS. In the interpretation of this Agreement the following definitions shall apply unless the context requires another interpretation:

- | | |
|-----------------------|--|
| 1. Act | "Act" shall mean such Acts of the state of Washington, pursuant to which this Pool is organized, as the same may be amended from time to time. |
| 2. Executive Director | "Executive Director" shall mean the individual or entity designated by the Board to supervise the administration of the Pool and to perform such additional duties as shall be delegated by the Board. |
| 3. Agreement | "Agreement" shall mean this Intergovernmental Contract for |

Enduris and all counterparts subsequently executed.

4. Board "Board" shall mean the Board of Directors of Enduris.
5. Contribution "Contribution" shall mean that amount necessary to provide coverage to a Member for a one (1) year period including those amounts necessary to operate and manage the Pool as determined by the Board or when it becomes necessary to call for an assessment to meet the financial obligations of the Pool.
6. Member "Member" shall mean an Entity participating in Enduris by executing this Agreement.
7. Memorandum of Coverage "Memorandum of Coverage" shall mean the coverage document stating coverage parameters including limits, copays, and deductibles.
8. Pool "Pool" shall mean Enduris, an unincorporated association of all its Members.

ARTICLE 4. MEMBERSHIP. The membership of the Pool shall consist of Entities who have entered into this Agreement or its counterpart by the governing body duly authorized by law to execute this Agreement, and who have agreed to make their Contributions pursuant to the further provisions hereof. Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of such Members provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed unless provisions for withdrawal or termination are applied.

Each Member shall appoint an individual and an alternate to represent the Member with the Pool. That individual shall act as liaison between the Member and the Pool for purposes of relating risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Agreement and the rules and regulations established hereunder. The individual or alternate shall cast, on behalf of the Member, any vote to which the Member is required or permitted to cast.

The obligations of Members of the Pool shall be as follows:

1. To promptly report to the Pool any incident which could result in a claim being made by or against the Member within the Memorandum of Coverage.
2. To cooperate with and institute to the degree possible all loss prevention procedures established by the Board or the Executive Director pursuant to this Agreement.
3. To provide to the Pool such information as needed for rating purposes, including but not limited to a budget legally adopted by the Member, worker hours, emergency runs, value of property and vehicles, and any other information needed by the Pool.
4. To provide representatives of the Pool access to all records, including financial records and/or properties of the Member provided the Pool or the Executive Director determines the information or access is necessary.

5. To cooperate with the Pool's attorneys, claims adjusters, the Executive Director and any employee, officer or subcontractor relating to the purpose and powers of the Pool.
6. To allow attorneys and others employed or contracted by the Pool to represent the Member in investigation, settlement and all levels of litigation arising out of any claims made against the Member within the Memorandum of Coverage furnished by the Pool.
7. To pay all Contributions, deductibles and/or co-payments, and assessments when due according to the invoice due date or required pursuant to this Agreement.

ARTICLE 5. BOARD OF DIRECTORS.

1. Administration and Management of the Pool. The administration and management of the Pool shall be governed by a Board of seven (7) directors; however, the Pool's Executive Director shall be a nonvoting member of the Board.
2. Directors' Qualifications. Directors shall be either:
 - a. Elected or appointed officials of a Pool Member;
 - b. Employees of a Pool Member; or
 - c. Volunteer of a Pool Member.
3. Eligibility and Vacancies. Should the number of directors become less than seven (7) due to disqualification, death, incompetence, resignation or other cause, the remaining directors shall appoint a person or persons to fill such vacancy or vacancies for the unexpired term(s) thereof so that a Board of seven (7) persons shall be maintained. Any director may resign by sending a notice of resignation to the Chair of the Board.
4. Election and Term of Directors. Directors shall be elected in accordance with the terms of the Bylaws. Directors so elected shall serve for a three (3) year term or until such new directors are elected. Members may nominate candidates for the terms to be filled according to rules to be promulgated by the Board. Each Member shall have one (1) vote which shall be cast either in person or by postal mail or electronic mail. There shall be no prohibition on election to successive terms, and election shall be by a majority of those Members voting.
5. Meetings of the Board of Directors. Meetings of the Board shall be held at least four times per year at such time as it shall prescribe. Any item of Pool business may be considered at such meetings. Special meetings may be called in the manner set forth in the Bylaws of Enduris as promulgated by the Board.
6. Executive Committee. The Executive Committee shall consist of the Chair, Vice-Chair, and the Secretary/Treasurer. The Executive Committee shall inform and direct the Executive Director on Board policy and shall exercise powers for and on behalf of the Board as it deems necessary for the prudent operation and management of the Pool until matters requiring Board action are considered at the next Board meeting.
7. Directors' Reimbursement. The directors shall be entitled to reimbursement of actual expenses incurred in the pursuit of Pool business.
8. Officers. By majority vote, the Board, shall select from the directors a chair, vice-chair, secretary/treasurer as prescribed in the Bylaws.

ARTICLE 6. POWERS AND DUTIES OF THE BOARD. The Board shall be permitted and authorized to perform and carry out, or delegate to others to perform and carry out, on behalf of the Pool, each and every act necessary, convenient or desirable to, and for carrying out the purpose of the Pool, including, but not limited to:

1. Govern the Pool, receive Members' Contributions to the Pool, and settle and pay claims and loss adjustment expenses on behalf of its Members.
2. Make and enter into contracts to conduct and operate the business of the Pool, including, but not limited to, the execution of a management services agreement.
3. Employ agents.
4. Incur debts, liabilities and obligations, but no debt, liability or obligation so incurred shall be the debt, liability or obligation of any Member to this Agreement.
5. Sue or be sued in its own name and prosecute and defend claims.
6. Acquire, hold or dispose of personal and real property.
7. Advise Members on loss control guidelines and procedures, and provide them with risk management services, loss control and risk reduction information.
8. Purchase excess, reinsurance, or other coverage and/or enter into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and/or the Pool itself.
9. Invest Pool funds in securities and investments in a prudent and lawful manner.
10. Promulgate policies and regulations for the general operation of the Pool.
11. Take such action as is necessary to terminate the participation of any Member that fails to comply with the reasonable requirements of the Board.
12. Provide surety and/or fidelity bonds, as may be available, for directors, officers and all persons charged with the custody or investment of Pool monies.
13. Appoint an Executive Director who will provide for the management and operation of any joint self-insurance pool established by the organization.
14. Provide coverage for claims pursuant to the Memorandum of Coverage.
15. Establish deductibles, co-pays and/or limits to any coverage that is provided.
16. Provide an annual report of the operations of the organization to the participating entities, the state risk manager and the state auditor's office.
17. Contract or otherwise provide for risk management and loss control services.
18. Contract or otherwise provide legal counsel for the defense of claims and/or other legal services.

19. Consult with the state risk manager.
20. Possess any other powers and perform all other functions reasonably necessary to carry out the purposes of this Agreement.

ARTICLE 7. EXECUTIVE DIRECTOR. The Board may hire an Executive Director and delegate the day-to-day management of the Pool to said Executive Director.

The Board shall receive, at least quarterly, a report from the Executive Director. The nature and details of the report shall be established by the Board and shall be in addition to or supplemented to any reports that the Executive Director shall be required to file with any regulatory authority having jurisdiction over the Pool.

ARTICLE 8. LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS, EXECUTIVE DIRECTOR, SUBCONTRACTORS OR EMPLOYEES. The directors and officers of the Pool and the Executive Director, employees and subcontractors of the Pool shall:

1. Use reasonable and ordinary care in the exercise of their duties hereunder.
2. Be afforded all the privileges and immunities that attach generally to governmental officers.
3. Not be liable for, and be held harmless and defended by the Pool, for any act of negligence, any mistake of judgment or any other action, made, taken or omitted in good faith unless the same is the result of a willful act done in bad faith.
4. Not be liable for any loss incurred through investment of funds or failure to invest such funds, unless the same is the result of a willful act done in bad faith.

The Pool may purchase, subject to availability and cost, insurance providing coverage for directors, officers and the Executive Director.

The undersigned agrees that the funds of the Pool shall be used to hold harmless and defend any Pool director, officer, Executive Director or employees for any act or omission taken or omitted in good faith by the Board, the Executive Director, or Pool's employees relating to or arising out of the conduct of Pool business. This obligation shall be considered an expense of the Pool.

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any member of the Board or the Executive Director nor any of its employees and none of such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities or obligations or duties contemplated in the carrying out of this Agreement, whether by virtue of any construction, statute or rule of law.

ARTICLE 9. ESTABLISHMENT OF MEMBER CONTRIBUTIONS AND ASSESSMENTS. The Board shall set the Contribution of each Member based on that Member's type and scope of coverage, the loss experience of that Member, independent actuarial evaluation and reasonable expenses for operation of the Pool including the establishment and maintenance of reserves. In the event that the annual independent financial audit determines there to be an adverse loss in any given year, and the Board determines that insufficient funds are available from the Net Position of the Pool, a Member may be assessed their pro rata share, based on their Contribution, of such loss if they were a Member of the Pool in such year of loss.

ARTICLE 10. MEMBER'S WITHDRAWAL, CANCELLATION OR TERMINATION.

1. Members agree to continue membership for a period of not less than one (1) full policy year. At the conclusion of a policy year, a Member who has given sixty days (60) prior written notice to the Pool may withdraw at policy year-end. When any member gives notice to withdraw or intent to withdraw, the Member is not eligible to participate in the next policy coverage period and must wait a minimum of one year before making application to re-join the Enduris program unless authorized by the Executive Director. Upon notification of withdrawing from the Pool, the withdrawing Member equity is forfeited to the remaining Members of the Pool.
2. The Pool may, by an affirmative vote of a two-thirds (2/3) majority of the Board and by providing a Member sixty (60) days prior written notice, cancel that Member's participation in the Pool for failure to implement the loss reduction/risk control policies of the Pool and/or failure to continue to meet the underwriting criteria of the Pool or the excess carrier. Upon Member cancellation from the Pool, the Member's equity is forfeited to the remaining Members of the Pool.
3. In the event a Member withdraws under subparagraph 1 above or is canceled under subparagraph 2 above, it shall thereafter be the responsibility of the Pool to defend, settle and pay claims within the scope and limits set forth in the canceled Member's Memorandum of Coverage through the effective date of withdrawal or cancellation.
4. Any Member failing to make Contributions, deductibles and/or co-payments, and assessments when due as required by this Agreement shall be terminated from the Pool effective on the date the Contribution was due and upon that effective date of termination all coverages and benefits hereunder shall cease. If the Member shall subsequently submit its Contribution, the Executive Director, may at his/her discretion, reinstate such membership. Member receivables more than 30 days past due may be subject to interest.
5. Any Member terminated or withdrawing from the Pool shall be liable pro rata for any assessments levied against Members for any year in which that Member belonged to the Pool as if they were still a Member.
6. If a Member ceases to exist legally, then their obligation to the initial one (1) year commitment ceases. However, the obligation for assessments under subparagraph 4 of this Article shall remain.
7. Organizations that leave Enduris forfeit any and all accumulated assets to the remaining Members of the Pool.

ARTICLE 11. MEMORANDUM OF COVERAGE.

1. The Pool will make available a Memorandum of Coverage to each Member upon joining the Pool and will make or secure payment on behalf of each Member under established criteria and procedures for the payment of claims as provided in the Member's Memorandum of Coverage.
2. The Pool may obtain excess, reinsurance, or other coverage.
3. In the event that a claim or a series of claims exceed the amount of protection provided by the Member's Memorandum of Coverage, or in the event that a claim or a series of claims should exhaust the self-insured retention and the excess limit, then payment of valid claims shall be the sole and separate obligation of the individual Member or Members against whom the claim was made and perfected by litigation or settlement or otherwise.

4. The Board may make changes in the Memorandum of Coverage, the amount of protection or retention by the Pool upon consideration of the needs and requirements of Members, loss experience, the kind and amounts of reinsurance or other excess coverage available and any such changes shall require a two-thirds (2/3) majority of the Board. Where the Board takes such action notification of material changes will be made to the Members.

ARTICLE 12. TERMINATION. The Pool shall terminate at such time as two-thirds (2/3) of the Members vote for such termination. A vote for termination must occur at least ninety (90) days prior to the end of the Pool's fiscal year in which the termination is to take effect. Termination shall take effect on the last day of the applicable fiscal year. After a vote to terminate, the Board shall commence with the orderly liquidation of the Pool's business and shall complete the same as promptly as possible. During such period of liquidation the Pool shall continue to pay claims and losses incurred within the Memorandum of Coverage until all funds of the Pool are exhausted.

After payment of all claims and losses, any remaining funds held by the Pool shall be paid to all Members of the Pool at the time of the vote of termination, pro rata based on Contribution.

No Member shall be responsible for any claim, claims, judgment or judgments against any other Member or Members. However, if upon termination of the Pool the remaining assets of the Pool are insufficient to satisfy indebtedness of the Pool (excluding claims or judgments against the Members), such deficiency shall be made up by assessments against Members of the Pool by a fair and reasonable method established by the Board.

ARTICLE 13. MISCELLANEOUS PROVISIONS.

1. The provisions of this Agreement shall be interpreted pursuant to the laws of the state of Washington.
2. This Agreement may be executed in duplicate originals or counterparts now or at any time in the future.
3. No waiver of any breach of this Agreement or any provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.
4. The provisions of this Agreement shall be deemed severable and if any provision or part thereof is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid or binding. If any provision of this Agreement is held illegal, void, or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms and this Agreement shall be so interpreted.
5. This Agreement and the Memorandum of Coverage contain the complete Agreement between the parties and no representations or oral statements made or heretofore given shall constitute a part of this Agreement.
6. This Agreement may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Agreement; provided, however, that the Memorandum of Coverage may be amended from time to time to reflect the exposures of each Member and such changes shall be exempted from the preceding terms of this subparagraph.

7. This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the directors; all Members agree to properly execute and adopt amendments so approved.
8. The Pool shall maintain a fiscal year ending August 31.

ARTICLE 14. AGENT AND OFFICE. The agent of the Pool for service of notice shall be Enduris, attention Executive Director. The office of Enduris shall be 1610 S. Technology Boulevard, Suite 100, Spokane, Washington 99224.

ARTICLE 15. NOTICE. All notices required to be given under this Agreement shall be in writing and sent certified mail return receipt requested with postage prepaid or electronic mail with verification of receipt. Notices by a Member to the Pool shall be sent to the address in Article 14 to the attention of the Executive Director. Notices to any Member shall be sent to the representative of the Member at the Member's last known address.

If any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions of this Article.

IN WITNESS WHEREOF, this Agreement was executed on the ____ day of _____, 20____, by the undersigned duly authorized officer of Enduris indicated below.

Name of Entity _____

Authorized Signature _____

Title: _____

Accepted for Enduris

Authorized Signature Sheryl Brandt _____

Executive Director on behalf of all other current and future signatories

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 8 Assigned to: District GM Meeting Date: July 1, 2025

Under: Meeting End Attachment: None

Subject: Good of the Order

Background/Summary:

1. Good of the Order: Around the table for board and staff to share any updates outside of the regular business on the agenda.

2. Next board meeting (unless special meeting scheduled):

- *July ??, 2025, Special Meeting w/ Legal, To Be Determined., Location DMPMPD Office (22015 Marine Drive So. #2B, Des Moines, WA)*
- *July 18 & 19, 025, Waterland Days Festivities: More information coming soon.*
- *July 22, 2025, Regular "Hybrid" Board Meeting, 7:00 p.m., Location DMPMPD Office (22015 Marine Drive So. #2B, Des Moines, WA)*

3. End of Meeting:

Fiscal Impact: _____

Proposed Motion: No motion necessary.

Reviewed by Legal Counsel: Yes _____ No _____ Date: N/A

Two Touch Rule:	<u>N/A</u>	Committee Review
	<u>N/A</u>	First Board Meeting (Informational)
	<u>N/A</u>	Second Board Meeting (Action)

Action Taken: Adopted _____ Rejected _____ Postponed _____

Follow-up Needed: Yes _____ No _____ Reporting Back Date: _____

Notes:

- No attachments.