

INTERLOCAL AGREEMENT

CREATING A RELATIONSHIP TO PROVIDE EFFECTIVE AND EFFICIENT EDUCATION AND INFORMATION TO MEMBERS OF THE WASHINGTON STATE LEGISLATURE BY GOVERNMENTAL RISK POOLS IN THE STATE OF WASHINGTON ON MATTERS OF MUTUAL CONCERN

RECITALS

WHEREAS, chapters 48.62 and 39.34 RCW authorize that two or more governmental entities may, by interlocal agreement, conduct risk management, insurance, educational or administrative services both inter and intra-state, and

WHEREAS, the parties to this interlocal agreement are all liability risk pools for governmental entities in the State of Washington and are authorized under chapters 48.62 and 39.34 RCW and they have a mutual interest in pursuing legislative action regarding issues of tort liability and immunity in the State of Washington, and

WHEREAS, it is mutually beneficial and cost effective for the parties to this interlocal agreement to authorize and provide joint action to inform and educate members of the Washington State Legislature of their mutually agreed positions and interest concerning liability pool operations, property insurance, tort liability and immunity legislation as described above on a mutual and joint basis to include the hiring of necessary professional services and/or lobbyists, and

WHEREAS, it is economically desirable, feasible and practical for all parties to participate on a joint and mutual basis in any and all of the above described activities,

NOW THEREFORE, be it resolved by the authorities of each entity listed below, that an ongoing joint relationship is hereby established by and between the parties signing this Agreement to meet and satisfy the current and future evolving municipal and governmental liability risk pools needs by conducting mutual and joint efforts to provide education and information to members of the Washington State Legislature on matters of pending or proposed legislation that are of interest to the parties or which may impact the operations of the parties to this Agreement.

Purpose:

This Agreement will allow the parties to pursue a joint and collective effort to educate and inform members of the Washington State Legislature on matters of mutual concern to the parties including proposed or needed legislative bills concerning liability pool operations, property insurance, tort liability and immunity in the State of Washington and to do so in a manner that will be more cost efficient and effective than acting alone.

Finances:

The parties agree to share on a proportionate pro rata basis the costs of securing necessary professional services, including, but not limited to, the services of registered lobbyists to assist them in their efforts to educate and members of the Washington State Legislature on matters of mutual concern.

Lead Agency:

Washington Cities Insurance Authority (WCIA) shall act as the lead agency to carry out and administer the parties' joint efforts to educate and inform members of the Legislature. The Executive Director of WCIA shall at least once a year purpose in writing to all the parties to this Agreement a list of legislative concerns and/or bills of mutual interest and a budget for the retention of professional services needed to educate and inform the members of the Legislature of the mutual positions of the parties. The parties shall indicate their unanimous agreement on the proposed legislative concerns and bills to be addressed and to goals the parties wish to advance concerning the same by mutual action. They shall also indicate their unanimous agreement to the budget proposed to advance these goals and their agreement to be financially responsible for their pro rata share of the costs. This annual agreement on the goals and budget may be modified or amended by unanimous consent of the parties as needed and/or as circumstances change during the year.

WCIA shall be the agency that will contact for any professional services agreed upon by the parties and will advance the payment of bills received for any approved professional services the parties agree upon. WCIA will periodically send out statements to the parties for reimbursement of their pro rata share to WCIA for the amounts it has advanced for bills and costs incurred pursuant the agreed budget. Such statements shall include a copy of the bill or bills that WCIA has paid in advance.

Insurance and Liabilities:

There are no insurance requirements for any party to this Agreement. Each party shall hold harmless all the other parties to this Agreement, their employees and officials, from any third parties legal claim or lawsuit arising from any activity undertaken pursuant this Agreement and from any resulting loss, litigation costs, settlement amounts and/or judgment, if any, that a party to this Agreement may incur.

Disputes Between Parties:

Should a dispute arise between parties, they must first attempt to resolve the issue by submitting the dispute to non-binding mediation before any legal action is initiated by a party. The mediator shall be selected by mutual agreement of the parties, and the costs of mediation shall be shared equally between the parties regardless of outcome. If the parties cannot agree on a mediator, a neutral mediator shall be selected by the administrator of the Seattle Washington office of Washington Arbitration and Mediation Services from among its available mediators.

Should the parties be unable to negotiate a resolution or refuse to accept a mediated resolution to a dispute, then the parties agree that the jurisdiction and venue of any legal action shall be the County of the WCIA's official address (King County, State of Washington). In the event any party files suit to enforce this Agreement or any portion thereof, the prevailing party shall be entitled to recover judgment for its reasonable attorney fees and costs, including any fees and costs incurred in an appeal, as determined by the appropriate court.

Entire Agreement and Modification:

This Agreement constitutes the entire agreement of the parties and may only be modified in the form of amendments in writing mutually agreed upon by the parties below. Written requests for modification and amendment of this Agreement will be forwarded to all other parties by written notice at least sixty (60) days prior to the proposed effective date of such amendment. The parties will review and provide a recommendation to the other parties regarding the incorporation of the proposed amendment to this Agreement.

Continuation of Agreement and Termination:

This Agreement shall continue in full force and effect continuously without further action of the parties from year to year from the date of original signing. However, any party may terminate this Agreement by delivering, in writing, to the other parties, notice of their intent to withdraw from the Agreement ninety (90) days in advance of the effective date of withdrawal. Withdrawal by a party from this Agreement shall not relieve the withdrawing party of its obligation to pay the costs of services already to the withdrawing party that has been provided by any other party. Withdrawal of a party to this Agreement shall not terminate this Agreement as to any other parties to the Agreement.

Prior Agreements:

There are no prior agreements between the parties affecting this endeavor.

Recording of the Interlocal Agreement:

After signing of this Agreement, each party to this Agreement shall be obligated to promptly record a conformed copy of the Agreement with the County Auditor of the County in which the party maintains its principal place of business and shall deliver to all other parties written proof of the recording of the Agreement with their County Auditor.

Severability:

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

Subscribed by the appropriate officers who are duly authorized to execute this Agreement on behalf of the governing bodies of the below-named governmental entities.

Washington Cities Insurance Authority:

Agreed and Dated this _____ day of _____, 201__.

President, WCIA

APPROVED AS TO FORM:

WCIA Authority Counsel

Agreed and Dated this _____ day of _____, 201__.

Chairperson, Washington Schools Risk Management Pool (“WSRMP”)

APPROVED AS TO FORM:

Counsel

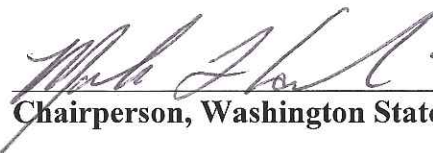
Agreed and Dated this _____ day of _____, 201__.

Chairperson, Enduris

APPROVED AS TO FORM:

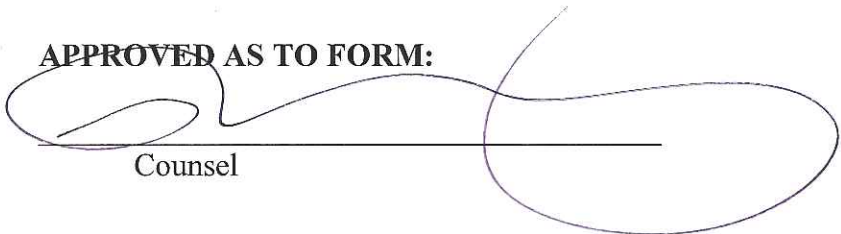
Counsel

Agreed and Dated this 19th day of MAY, 2011



Chairperson, Washington State Transit Insurance Pool ("WSTIP")

APPROVED AS TO FORM:



Counsel

Agreed and Dated this _____ day of _____, 201____

President, Public Utility Risk Management Services Joint Insurance Fund ("PURMS")

APPROVED AS TO FORM:

Counsel

Agreed and Dated this _____ day of _____, 201____

President, Risk Management Service Agency ("AWC-RMSA")

APPROVED AS TO FORM:

Counsel

Agreed and Dated this _____ day of _____, 201__

**Chairperson, SW Washington Risk Management Insurance Cooperative
("SWRMIC")**

APPROVED AS TO FORM:

Counsel

Agreed and Dated this _____ day of _____, 201__

President, Housing Authorities Risk Retention Pool ("HARRP")

APPROVED AS TO FORM:

Counsel

Agreed and Dated this _____ day of _____, 201__

President, Washington Counties Risk Pool ("WCRP")

APPROVED AS TO FORM:

Counsel

Agreed and Dated this _____ day of _____, 201__

President, Water and Sewer Risk Management Pool (“WSRMP”)

APPROVED AS TO FORM:

Counsel