



## Meeting of the PSERN Operator - Board of Directors

**Location:** To be conducted virtually pursuant to Governor Inslee’s proclamation: Microsoft Teams Meeting  
**Date:** Thursday, April 22, 2021  
**Time:** 4:00 p.m. – 5:00 p.m.  
**Teams Call:** Members of the public are invited to participate in the virtual meeting by telephone or video by using the following phone number and meeting ID: 1-425-653-6586 Meeting ID: 357 391 827#

**Directors:** Lora Ueland, Harold Scoggins, Brenda Bauer, Kurt Triplett, Chris Elwell, Dan Yourkoski

**Alternates:** Brad Miyake, Kristen Meitzler, Mark Schmidt, Matt Morris, Dwight Dively, Shawn Hayes

### Agenda Details:

1. Call to Order – Board Chairperson 4:00 p.m.
2. Roll Call – All 4:01 – 4:05 p.m.
3. Approve the Agenda – Board Chairperson 4:05 – 4:06 p.m.  
*(Decision: Motion to approve the Agenda)*
4. Public Comment – Board Chairperson 4:07 – 4:14 p.m.  
 Board Chairperson to open floor for public comment. Members of the public are invited to address the Board of Directors for a period of time not to exceed three minutes
5. Ratify and Approve the Articles of Incorporation – David Mendel 4:15 – 4:20 p.m.  
*(Decision: Motion to ratify and approve the Operator’s Articles of Incorporation – Resolution 21-04-01)*
6. Executive Director (ED) Job Announcement – David Mendel 4:21 – 4:30 p.m.  
*(Decision: Motion to approve the ED Job Announcement)*
7. PSERN Staffing Agreement – David Mendel 4:31 – 4:40 p.m.  
*(Discussion)*
8. PSERN Operator Insurance – David Mendel 4:41 – 4:50 p.m.  
*(Discussion)*
9. Open Public Meetings Act – David Mendel 4:51 – 4:52 p.m.  
*(Discussion)*
10. Executive Session – (If needed) 4:53 – 5:00 p.m.

# PSERN Operator Staff Report Agenda Item #5

**Title:** Ratify and Approve the Articles of Incorporation

**Meeting Date:** April 22, 2021

**Staff Contact:** David Mendel



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## SUMMARY:

On March 25, 2021, the PSERN Operator Board of Directors approved a form of Articles of Incorporation for the PSERN Operator and directed such Articles to be filed with the Office of the Secretary of State for the State of Washington. Following such meeting, the Articles of Incorporation were submitted to the Secretary of State. The Secretary of State requested two edits to the Articles of Incorporation as presented – addition of an affirmative statement that the PSERN Operator will not have any capital stock and an affirmative statement that there will be no distribution of surplus funds to the members, stockholders or other persons. The Articles of Incorporation were updated by adding a new Section 15 and resubmitted. The updated Articles of Incorporation were approved and accepted by the Office of the Secretary of State and the PSERN Operator was incorporated as a Washington nonprofit corporation effective April 1, 2021.

The filed Articles of Incorporation are attached for your records. The PSERN Operator Board is being asked to ratify the Articles of Incorporation as presented to and approved by the Washington Secretary of State for administrative purposes only.

This document provides information on these updates for consideration and adoption by the Board of Directors.

## BACKGROUND:

A number of foundational events and documents have led to the formation of the PSERN Operator (or “Operator”). King County has led a project on behalf of 12 regional partners (“the partners”) and stakeholders to put into place an emergency radio communications system, called the Puget Sound Emergency Radio Network (“PSERN”). The partners are the cities of: Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, Tukwila, as well as King County. Below is a summary of events and documents:

March 2, 2015 – King County council puts PSERN funding measure on the ballot as an excess levy

April 28, 2015 – Voters pass the ballot initiative 65/35

July 1, 2015 – King County PSERN Project (the “Project”) gives Motorola Solutions, Inc. notice to proceed to construct the PSERN

October 22, 2015 – The Partners adopt a Memorandum of Agreement agreeing to form an independent agency, the Operator, to own, operate, maintain, repair, upgrade and update the PSERN

October 23, 2015 – The Partners adopt an ILA to implement the PSERN (the “Implementation ILA”)

December 4, 2020 – The Partners adopt an ILA to form the PSERN Operator (the “Operator ILA”)

March 25, 2021 – The PSERN Operator Board of Directors approved a version of the Operator’s Articles of Incorporation for submission to the Office of the Secretary of State of Washington.

March 25, 2021 – The PSERN Operator Board of Directors approved a version of the Operator’s Articles of Incorporation for submission to the Office of the Secretary of State of Washington.

March 26, 2021 – The Operator’s Articles of Incorporation were submitted to the Office of the Secretary of State of Washington.

March 31, 2021 – Per request by the Office of the Secretary of State of Washington, additional information regarding capitol stock and distribution of surpluses was added to the Operator’s Articles of Incorporation, in a new section # 15. The added content reads, “[t]he PSERN Operator will have no capital stock. The PSERN Operator will not distribute surplus funds to its members, stockholders, other persons.” The Articles of Incorporation were then resubmitted to the Office of the Secretary of State of Washington for approval.

April 1, 2021 – The Office of the Secretary of State of Washington accepted the Operator’s application and granted the

# PSERN Operator Staff Report Agenda Item #5

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Operator its Articles of Incorporation certificate.

## **Issue #1 – For administrative housekeeping purposes, does the PSERN Operator Board approve the revised Articles of Incorporation?**

The Articles of Incorporation were approved by the PSERN Operator Board of Directors at their March 25, 2021 meeting. Since then, the Office of the Secretary of State of Washington requested additional required information regarding capitol stock and distribution of surpluses. Under the direction of David Mendel, this content was added to the Operator’s Articles of Incorporation in a new section #15 and resubmitted to the Secretary of State’s office.

The added content reads, “[t]he PSERN Operator will have no capital stock. The PSERN Operator will not distribute surplus funds to its members, stockholders, other persons.” This was the only change from the version previously approved by the Board at their last meeting. The Articles of Incorporation were then resubmitted to the Office of the Secretary of State of Washington for approval and were approved by the State on April 1, 2021.

### **ADDITIONAL INFORMATION:**

None

### **CONCLUSION:**

## **Issue #1 – For administrative housekeeping purposes, does the PSERN Operator Board approve the revised Articles of Incorporation?**

Staff recommends that the Board ratify and approve the Articles of Incorporation as presented to the Washington Secretary of State.

### **Staff Report Reference Documents:**

1. RESOLUTION NO. 21-04-01 Ratifying the Articles of Incorporation
2. RESOLUTION NO. 21-04-01 Attachment - Articles of Incorporation for the PSERN Operator

**RESOLUTION NO. 21-04-01**

**RESOLUTION TO RATIFY AND APPROVE THE ARTICLES OF INCORPORATION FOR  
THE PUGET SOUND EMERGENCY RADIO NETWORK (PSERN) OPERATOR**

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**A RESOLUTION** of the PSERN Operator Board of Directors ratifying and approving the Articles of Incorporation for the PSERN Operator.

**WHEREAS**, the PSERN Operator Interlocal Cooperation Agreement provides that the PSERN Operator will be a governmental non-profit corporation organized under chapter 24.06 RCW.

**WHEREAS**, at its March 25, 2021 meeting, the PSERN Operator Board of Directors approved a form of Articles of Incorporation, which were subsequently filed with the Office of the Secretary of State for the State of Washington.

**WHEREAS**, based on comments received from the Secretary of State, the Articles of Incorporation were updated to include two affirmative statements regarding corporate stock and distribution of surpluses and resubmitted for approval.

**WHEREAS**, the Secretary of State issued a certificate of incorporation for the PSERN Operator dated April 1, 2021.

**WHEREAS**, the PSERN Board of Directors now desires to ratify and approve the form of Articles of Incorporation as submitted and approved by the Secretary of State for administrative purposes only, as provided herein.

**NOW, THEREFORE, BE IT RESOLVED** by the PSERN Operator Board of Directors as follows:

**Section 1.** The Articles of Incorporation of the PSERN Operator, as provided in Attachment A, as hereby ratified and approved as of their date.

**Section 2.** If any portion of this resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution.

**Section 3.** This resolution shall take effect immediately upon its passage.

**ADOPTED** at the regular meeting of the PSERN Operator Board of Directors, this 22nd day of April 2021.

**PSERN OPERATOR  
KING COUNTY, WASHINGTON**

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Lora Ueland, Chair

**ARTICLES OF INCORPORATION  
OF  
PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**

We, the undersigned, acting as the incorporators of a nonprofit corporation under the provisions of the Washington Nonprofit Miscellaneous and Mutual Corporations Act (chapter 24.06 of the Revised Code of Washington (“RCW”), referred to herein as the “Act”) and the Washington Interlocal Cooperation Act (chapter 39.34 RCW), hereby sign and verify the following Articles of Incorporation (“Articles”) for such corporation.

**ARTICLE I:  
INCORPORATION;  
NAME AND PLACE OF BUSINESS OF ORGANIZATION**

The name of this corporation shall be the “Puget Sound Emergency Radio Network Operator” (referred to herein as the “PSERN Operator”).

The principal place of business of this corporation shall be as follows, subject to change by the Board of Directors (as defined below):

PSERN Operator  
401 5th Avenue, Suite 0600  
Seattle, WA 98104

**ARTICLE II:  
DURATION**

The PSERN Operator shall have perpetual existence.

**ARTICLE III:  
REGISTERED OFFICE AND AGENT**

The name and address of the initial registered agent of the PSERN Operator is as follows:

Pacifica Law Group LLP  
Attn: Deanna Gregory, Attorney  
1191 Second Avenue, Suite 2000  
Seattle, WA 98101

**ARTICLE IV:  
PURPOSES AND POWERS**

Section 1. Purposes. The PSERN Operator is organized on behalf of and as an instrumentality of its governmental members to carry out the purposes of the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island,

Redmond, Renton, Seattle, and Tukwila, each a political subdivision or municipal corporation of the State of Washington (the “Parties”), as it may be amended from time to time, a copy of which is available from the PSERN Operator and incorporated herein by this reference (the “Interlocal Agreement”). Under the terms of the Interlocal Agreement, the Parties have created the PSERN Operator as a separate, independent governmental administrative agency under RCW 39.34.030(3)(b), and as permitted in chapter 39.34 RCW, is incorporated as a Washington nonprofit corporation pursuant to these Articles and the Act.

The purposes of the PSERN Operator are set forth in the Interlocal Agreement. These purposes include owning, operating, maintaining, managing, upgrading and replacing the Puget Sound Emergency Radio Network (“PSERN”) system, a land mobile radio system, including all equipment, software, and other work deployed, to provide public safety communication service(s) or an addition to an existing infrastructure to provide new or additional public safety communication service(s) (the “PSERN System”). Communication services provided by the PSERN Operator include voice, data, video, or other communication services provided to User Agencies, Dispatch Centers (each as defined in the Interlocal Agreement) and any other agencies permitted to be licensed in the 800 MHz Public Safety Radio Spectrum pursuant to 47 C.F.R. Part 90 that are within the boundaries of the PSERN Operator service area (“Services”).

The PSERN Operator shall engage in Services as may be approved from time to time by its Board of Directors in accordance with the Interlocal Agreement. The PSERN Operator shall also engage in all such activities as are incidental or conducive to the attainment of the objectives of the PSERN Operator, as set out in the Interlocal Agreement.

Section 2. Definitions. All terms used in these Articles shall have the same meaning as in the Interlocal Agreement, unless specifically indicated to the contrary.

Section 3. Powers. In general, and subject to such limitations and conditions as are or may be prescribed by law, or in these Articles, in the bylaws of the PSERN Operator or in the Interlocal Agreement, the PSERN Operator shall have all powers which now or hereafter are conferred under chapters 24.06 and 39.34 RCW and other applicable law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the PSERN Operator’s purposes.

Section 4. Limitation of Power. Notwithstanding any of the provisions of these Articles, the PSERN Operator shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Sections 115 or the Internal Revenue Code or by an organization, contributions to which are deductible under Section 170(c)(2). No part of the net earnings of the PSERN Operator shall inure to the benefit of any director, officer or private individual. No substantial part of the activities of the PSERN Operator shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted by the Internal Revenue Code, and the PSERN Operator shall not participate in, or intervene in (including the publication or distribution of statements regarding) any political campaign on behalf of or in opposition to any candidate for public office. The PSERN Operator shall not have or issue shares of stock, shall not make any disbursement of income to its directors or officers, and shall not make loans to its officers or directors.

**ARTICLE V:  
AMENDMENTS**

These Articles may be amended by an affirmative vote of the Board of Directors present at any regular meeting or special meeting called for that purpose. Notice of any proposed amendment to these Articles shall be the same notice as proscribed in the Interlocal Agreement for proposed amendments to the Interlocal Agreement.

**ARTICLE VI:  
DISTRIBUTION OF ASSETS UPON DISSOLUTION OR LIQUIDATION**

No director, trustee, or officer of the PSERN Operator, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the PSERN Operator or the winding up of its affairs. Upon dissolution of the PSERN Operator, after paying, satisfying, and discharging, or making adequate provision therefor, of all liabilities and obligations of the PSERN Operator and after returning, transferring, or conveying assets held by the PSERN Operator requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of PSERN Operator shall be distributed pursuant to a Disposition Plan approved by the Board of Directors as provided for in the Interlocal Agreement.

“Dissenting members,” as that term is used in RCW 24.06.245 through .255, will be entitled to the rights and allocation of assets set forth in the Interlocal Agreement, but may be limited to “a return of less than the fair value” of their membership as that term is used in RCW 24.06.255.

**ARTICLE VII:  
MEMBERS**

Members of the Corporation must be general purpose municipal corporations or other general purpose municipal corporations or agencies that are a Party to the Interlocal Agreement. As used in these Articles, the responsibilities of the Parties and the manner, withdrawal or termination of their membership, and the addition of new Parties as provided in Section 15.13 of the Interlocal Agreement, shall be as provided for in the Interlocal Agreement. Voting by members of the Board of Directors shall be as provided for in the Interlocal Agreement.

**ARTICLE VIII:  
BOARD OF DIRECTORS OF THE PSERN OPERATOR**

The PSERN Operator shall be governed by its Board of Directors (the “Board of Directors”), comprised of four voting members and two nonvoting members as provided in Section 4.0 of the Interlocal Agreement. For purposes of these Articles and chapter 24.06 RCW, the “Board of Directors” as described in the Interlocal Agreement shall serve as the “board of directors” of the PSERN Operator as defined in RCW 24.06.005.

Actions of the Board of Directors of the PSERN Operator shall be conducted as provided in the Interlocal Agreement, the bylaws and policies of the PSERN Operator. The Board of Directors shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Board of Directors, as provided for in the Interlocal Agreement, and including but not limited to the powers provided for in Section 4.4 of the Interlocal Agreement.

**ARTICLE IX:  
INITIAL MEMBERS OF THE BOARD OF DIRECTORS; INITIAL OFFICERS**

Officers of the Board of Directors of the PSERN Operator (“officers”) shall be selected as provided in the Interlocal Agreement. The names and addresses of the persons who are to serve as the initial Board of Directors and its officers are:

**Voting Board Members and Officers**

Chair: Lora Ueland  
Valley Communications Center, Executive Director  
27519 108th Ave.  
Kent, WA 98030

Vice Chair: Harold Scoggins  
City of Seattle, Fire Chief  
301 2nd Ave S.  
Seattle, WA 98104

Treasurer: Brenda Bauer  
King County, Deputy Chief Operating Officer  
401 5th Avenue, Suite 0800  
Seattle, WA 98104

Secretary: Kurt Triplett  
City of Kirkland, City Manager  
123 5th Ave  
Kirkland, WA 98033

**Non-Voting Board Members**

Board Member: Dan Yourkoski  
City of Normandy Park, Police Chief  
801 SW 174th Street  
Normandy Park, WA 98166

Board Member: Chris Elwell  
King County Fire District 2, Fire Commissioner  
900 SW 146th St.  
Burien, WA 98166

**ARTICLE X:  
DIRECTOR LIABILITY LIMITATIONS**

Except to the extent otherwise required by applicable law (as it exists on the date of the adoption of these Articles or may be amended from time to time), a director of the PSERN Operator may not be personally liable to the PSERN Operator for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (iii) for any act or omission occurring before the date when this provision becomes effective.

If the Act is hereafter amended to expand or increase the power of the PSERN Operator to eliminate or limit the personal liability of directors, then without any further requirement of action by the directors of the PSERN Operator, the liability of a director shall be limited to the full extent permitted by the Washington Nonprofit Miscellaneous and Mutual Corporations Act.

**ARTICLE XI:  
INDEMNIFICATION**

The PSERN Operator shall indemnify any director and officer of the PSERN Operator who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in the PSERN Operator to the full extent allowed by law, as presently in effect and as hereafter amended. By means of the Interlocal Agreement or a resolution or of a contract specifically approved by the Board of Directors, the PSERN Operator may also indemnify an employee, or agent to such degree as the Board of Directors determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the PSERN Operator.

The Board of Directors of the PSERN Operator shall have the right to designate the counsel who shall defend any person or entity who may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to this Article shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), these Articles, the bylaws of the PSERN Operator, a vote of the Board of Directors of the PSERN Operator, or otherwise. No amendment to or repeal of these Articles shall adversely affect any right of any director, officer, employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

Indemnification of directors and officers by the PSERN Operator shall be consistent with the terms of the Interlocal Agreement, the Act and other applicable law. In the event of any inconsistency between this Article and the Interlocal Agreement, the terms of the Interlocal Agreement shall control to the extent consistent with applicable law.

Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the opinion of counsel, payment of such indemnification would cause the

PSERN Operator to lose its exemption from federal income taxation.

**ARTICLE XII:  
BYLAWS**

Bylaws of the PSERN Operator may be adopted by the Board of Directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provisions of these Articles or the Interlocal Agreement. The authority to make, alter, amend or repeal bylaws is vested in the Board of Directors and may be exercised at any regular or special meeting of the Board of Directors.

**ARTICLE XIII:  
CONFLICTS**

In the case of any conflict between any of these Articles and the bylaws of the PSERN Operator, these Articles shall control. In the case of any conflict between these Articles and the Interlocal Agreement, the Interlocal Agreement shall control.

**ARTICLE XIV:  
DATE OF INCORPORATION**

The date of incorporation of the PSERN Operator shall be the date these Articles are filed with the Washington Secretary of State.

**ARTICLE XV:  
NO CORPORATE STOCK; NO DISTRIBUTION OF SURPLUS FUNDS**

The PSERN Operator will have no capital stock. The PSERN Operator will not distribute surplus funds to its members, stockholders, other persons.

**ARTICLE XVI:  
INCORPORATORS**

The name and address of the incorporator representing the PSERN Operator is:

Lora Ueland  
Valley Communications Center, Executive Director  
27519 108th Ave.  
Kent, WA 98030

Harold Scoggins  
City of Seattle, Fire Chief  
301 2nd Ave S.  
Seattle, WA 98104

IN WITNESS WHEREOF, the undersigned have signed these Articles of Incorporation  
this 26<sup>th</sup> day of March, 2021.

DocuSigned by:  
*Lora Ueland*  
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Lora Ueland, Incorporator

DocuSigned by:  
*Harold D Scoggins*  
9BF3E5F13F6B4C8...

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Harold Scoggins, Incorporator

**SECRETARY OF STATE  
STATE OF WASHINGTON  
OLYMPIA, WASHINGTON 98504**

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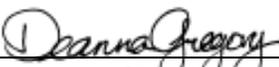
**CONSENT TO SERVE AS REGISTERED AGENT**

I, Deanna Gregory, an attorney at Pacifica Law Group LLP, and hereby consent to serve as Registered Agent, in the State of Washington, for the following:

PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR

I understand that as agent, it will be my responsibility to receive service of process; to forward all mail; and to immediately notify the Office of the Secretary of State in the event of my resignation, or of any changes in the Registered Office address.

March 26, 2021  
Date

  
\_\_\_\_\_  
Signature of Registered Agent

Printed Name: Deanna Gregory  
Title: Attorney  
Address: Pacifica Law Group LLP  
1191 2<sup>nd</sup> Avenue, Suite 2000  
Seattle, WA 98101

# PSERN Operator Staff Report

## Agenda Item #6



Title: Executive Director Job Announcement  
PSERN Operator Board of Directors Meeting Date: April 22, 2021  
PSERN Staff Contact: David Mendel  
Action: Decision

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### **SUMMARY:**

As the PSERN Operator (Operator) formation activities are underway, the approval of the Executive Director's Job Announcement, and if approved, the future execution of a staffing agreement between the Operator and King County needs to occur. This document provides details related to the PSERN staff's recommended Executive Job Announcement.

### **BACKGROUND:**

During the March 25<sup>th</sup>, 2021 meeting of the Operator Board of Directors, the PSERN staff's ED hiring recommendation and related staffing plan was approved by the Board. This decision was recorded in Board resolution 21-05 (Hiring Methodology).

At the March meeting, the Board also reviewed and considered approving a job description for the ED. After discussion the Board requested the addition of language emphasizing King County's commitment to being an equal opportunity employer. Language highlighting King County's robust equal employment opportunity (EEO) policies, which include but are not limited to the areas of recruitment, hiring, selection for training, promotion, transfer, demotion, layoff, termination, as well as rates of pay or other forms of compensation was added.

Moreover, an additional request from the Board was made to add language to clarify and strengthen the ED's role during times of emergencies. This content was added and both updates are included in the draft job announcement provided in Appendix A of this report.

### **ISSUES:**

Before the recruitment of the ED can begin through the hiring methodology approved by the Board of Directors, a related staffing agreement between King County and the Operator needs to be executed. This agreement will be addressed in a separate staff report. According to the hiring methodology, the Board is required to approve the job description and the job announcement prior to advertising for the position. Therefore, the following question must also be answered.

#### **Issue #1: Does the PSERN Operator approve the job announcement for the Operator's Executive Director?**

### **ANALYSIS:**

This section provides an overview of the job announcement, which contains the job description, for the Operator's Executive Director. The job announcement is noted in Appendix A of this document.

The policy question from the *Issues* section is addressed below.

#### **Issue #1: Does the PSERN Operator approve the job announcement for the Operator's Executive Director?**

The draft job announcement provided in Appendix A was developed by PSERN project staff and was reviewed by King County Human Resources. It contains an overview of the position as well as background information on PSERN and the PSERN Operator. Additionally, job duties (including responsibilities during an emergency event) and required experience, qualifications, knowledge, and skills are also presented in the announcement. Supplemental information regarding the need for a background check, equal opportunity employment information, details on minimum physical requirements, and general application information are also included.

Once the job announcement, which contains the job description, is approved it can be used as the basis for advertisement and recruitment. This will be a critical tool used in the recruitment process and will be posted on multiple employment websites.

**RECOMMENDATIONS:**

PSERN staff recommends the following option for the Operator’s Executive Director’s job announcement.

**Issue #1: Does the PSERN Operator approve the job announcement for the Operator’s Executive Director?**

**PSERN staff recommends the adoption of the PSERN Operator Executive Director job announcement as is provided in Appendix A of this document.** Approval of the job announcement will allow for its use as the basis of advertising for and recruitment for the ED position. Approval of the job announcement and its embedded job description will allow for its use as the basis for the position’s recruitment process. The development of the job announcement is part of the hiring plan, as was approved by the Board of Directors at their March 25<sup>th</sup>, 2021 Board meeting.

**CONCLUSION:**

The hiring of the ED is a critical step in the formation of the Operator. The Board of Directors will need to act quickly to begin ED recruitment so that the ED has time to establish the Operator as a fully functioning agency before Full System Acceptance (FSA). Utilizing the existing HR framework provided by King County will enable the Board of Directors to act quickly in initiating the recruitment. Moreover, the use of the provided job announcement is appropriate for use within the King County staffing process.

**STAFF REPORT REFERENCE DOCUMENTS:**

1. Appendix A: Job Announcement for the PSERN Operator Executive Director

## **Appendix A: Job Announcement for the PSERN Operator Executive Director**

### **Puget Sound Emergency Radio Network Operator Executive Director**

**JOB TYPE:** Executive Director  
Full Time, 40 hrs./week, FLSA Exempt

#### **The Opportunity**

Under limited supervision, this position provides leadership for the Puget Sound Emergency Radio Network (PSERN) Operator and is responsible for developing and overseeing programs and systems to support and promote high performance strategies to meet organizational needs, vision and values. Reports to the PSERN Operator's Board of Directors.

The responsibilities of the PSERN Operator Executive Director includes providing leadership and strategic direction for determining priorities, goals and objectives to meet the needs of the PSERN Operator. Functions include providing strategic regional leadership for the PSERN's mission critical radio system infrastructure, consultation services to internal and external regional entities to align radio initiatives with business needs and strategic plans, drafting strategic plan initiatives related to radio, overseeing radio communications services, which include the development of long and short term plans for the maintenance, operation and repair of the PSERN regional public safety radio systems, radio network infrastructure, microwave network and other conventional radio systems for the PSERN Operator and its regional partners.

#### **The Workgroup**

This infrastructure covers all 2,200 square miles within King County as well as additional sites outside of the county. Some of these sites are in remote locations, with limited access based on weather conditions. These remote sites and the vast range of sites create an environment that requires significant and uniquely specialized planning and management skills. Unlike other communication infrastructures that have shared responsibilities or where the majority of the sites are within a commercial building, these PSERN sites sit on top of mountains, towers and inside buildings.

Customers who rely on this infrastructure, in some cases for life critical measures, are police and fire departments, EMS agencies (Medic One), hospitals, water and sewer districts, school districts, city and county governments, Federal agencies, and Tribal agencies.

#### **PSERN Operator**

The Puget Sound Emergency Radio Network (PSERN) is a voter-approved effort to replace the current King County Emergency Radio Communications System (KCERCS). PSERN will primarily serve fire fighters, law enforcement, and other emergency response efforts throughout the King County area. The PSERN Project (Project) is leading the new emergency radio system development and when complete, a new, nonprofit entity, the PSERN Operator, will operate the system.

After the PSERN goes live in of 2022, a non-profit agency will own, operate, manage, upgrade, update, and repair the radio infrastructure. This entity is known as the PSERN Operator. After the Operator's formation and the system's transition to the Operator's management, all contracts, assets, and liabilities amassed on behalf of the region will be assigned to the PSERN Operator. The Operator will be formed ~18 months prior to taking over operations.

Critical to success in all areas is a commitment to successful implementation and continuous process improvement. Ongoing efforts to oversee the formation of the PSERN Operator, streamline and improve project execution and oversight, as well as operational support will ensure the Operator's success. Even more important to the formation and foundation of the PSERN Operator is a priority and reliance on our workforce. Our staff is our most valuable asset and we need to empower them by providing appropriate tools, management interaction including clear expectations and direct feedback, and appropriate training on technologies, processes, and soft skills.

By matching our strategies with our core values and driving principles of being a service focused organization, being committed to our customers and citizens, investing in and empowering our staff, and seeking to continually improve

our processes, we solidify our commitment of becoming a world class public safety radio network and services provider.

Find a personally rewarding career that allows you to maximize your potential and receive recognition for your own talents. Join our team and get the recognition you deserve! We value diversity in our work environment and know that employees treated with respect not only perform better, but further the mission and purpose of the PSERN Operator. Please visit our website to learn about PSERN: [www.psern.org](http://www.psern.org)

## **JOB DUTIES:**

- The Executive Director shall report to the Board of Directors and shall regularly advise the Board on matters related to the operation and functions of the PSERN System and the PSERN Operator, including proposed budgets, financial and liability issues, and all other appropriate matters related to the PSERN System and the PSERN Operator;
- Direct the day-to-day management of the professional staff directly and through subordinate supervisors; develop performance measures and conduct performance evaluations; make and/or authorize hiring decisions and authorize and implement disciplinary actions.
- Develop, administer and revise policies and procedures relating to assigned enterprise system(s); develop and implement processes, documentation and training for customers using system(s); ensure compliance with the PSERN Operator's technology policies and standards;
- Manage the PSERN Operator's day-to-day activities consistent with applicable policies, procedures, and standards;
- Propose and administer regular budgets including a contingency;
- Consistent with applicable budget and procurement policies adopted by the Board, approve expenditures and sign contracts in amounts as established by the Board of Directors without additional approval of the Board of Directors;
- Track and report on the performance of PSERN systems and Services;
- Provide support to the Board of Directors;
- Recommend policies, procedures, and standards, and changes thereto, including without limitation policies governing the procurement of goods, services, public works and improvements, staffing and emergency responses;
- Provide written monthly reports to the Board of Directors describing the PSERN Operator's budget status, PSERN System performance against targets, partial or full PSERN System outages, purchases equal to or greater than \$10,000, and usage statistics;
- Maintain and manage records in accordance with applicable state and federal laws and regulations;
- Work with internal and external customers to identify technology needs, including the identification of strategies, potential solutions, and resource requirements; determine or make recommendations to the Board of Directors regarding the best method to assist customers in meeting their business needs;
- Prepare an annual report for the PSERN Operator as required by RCW 23.95.255;
- Lead the PSERN Operator's enterprise operations including maintenance and operational responsibility for the 800 MHz Radio Communication System and customer management functions for all service delivery options provided by PSERN;
- Lead the strategic regional planning for PSERN's mission critical emergency radio system infrastructure;
- Represent the PSERN Operator on various regulatory, governing, or planning venue activities and/or agencies;
- Develop and implement plan(s) for systems maintenance, upgrades and conversions for assigned enterprise wide system(s); direct the development and oversee the implementation of long and short-range plans for assigned system(s);
- Support the Board of Directors with the development of capital project business case proposals, budgetary revenue/expense planning, and expense recovery rate planning;
- During emergency events the Executive Director shall be available and manage the organization as necessary during the emergency and shall have the authority to take emergency actions consistent with the policy of the Board of Directors and applicable laws;
- Perform other duties as assigned by the Board of Directors.

## **EXPERIENCE, QUALIFICATIONS, KNOWLEDGE, SKILLS:**

- Minimum 7 years of experience in a director level position leading land mobile radio staff that are responsible for maintenance, operations, upgrades, updates and repair of public safety mission critical infrastructure that supports at least 7,500 users and contains at least 8 Simulcast sites including at a minimum:
  - 800 MHz APCO Project 25, TIA-102 Phase I FDMA and Phase II TDMA functionality
  - Digital Microwave backbone transport systems
  - Conventional VHF/UHF Repeater networks
  - Facilities that house the above equipment
- Demonstrated experience managing staff that perform radio subscriber unit template writing and programming, talk group management, maintenance and repair on multiple platforms from multiple manufactures, but at a minimum includes APCO Project 25, TIA-102 Phase I FDMA, and Phase II TDMA capable devices.
- Demonstrated experience managing staff that perform radio consulting services.
- Minimum of 5 years of experience working with and developing budgets, setting service rate fees, analyzing expenditures and revenues, and all aspects of financial support within an enterprise fund operation.
- Minimum of 5 years of experience developing capital project business case proposals and cost benefit analysis spreadsheets.
- Skilled in organizing priorities, making decisions and acting on concepts within timelines.
- Training in the National Incident Management System (NIMS) and the Incident Command System (ICS).
- Demonstrated experience in vendor procurement activities such as requirements development, RFP/RFI/RFQ processes, vendor selection, negotiating contracts, and managing vendors once under contract.
- Skill in building consensus and coming to a resolution among a diverse group of individuals
- Demonstrated experience managing or supervising general clerical and financial support staff.
- 5 years of experience managing or supervising represented staff.
- Knowledge of human resource principles and practices.
- Demonstrated skill in working with complex, highly visible and politically sensitive projects.
- Knowledge of next generation voice radio systems and commercial wireless broadband technologies such as 5G and LTE.
- Demonstrated experience in working with elected officials, the general public and external agencies involved in decisions that affect the enterprise-wide systems.
- 5 years of experience managing customer service delivery for both internal and external customer; has a demonstrated ability to act with customer needs in mind; maintains effective customer relationships and gains their trust and respect.
- Excellent written and oral communications skills and possess the ability to convey difficult technical concepts to audiences with varying technical backgrounds from engineers and technicians to elected officials.

## **SUPPLEMENTAL INFORMATION:**

### **Benefits**

King County offers a robust benefits package to support you and your family in a variety of ways. To learn more about the benefits offered here, please click on the Benefits tab or click here: <http://www.kingcounty.gov/employees/>

### **Supplemental Information**

Forbes recently named King County as one of Washington State's best employers. Together, with leadership and our employees, we're changing the way government delivers service and winning national recognition as a model of excellence. Are you ready to make a difference? Come join the team dedicated to serving one of the nation's best places to live, work and play.

Guided by our "True North", we are making King County a welcoming community where every person can thrive. We value diversity, inclusion and belonging in our workplace and workforce. To reach this goal we are committed to workforce equity. Equitable recruiting, support, and retention is how we will obtain the highest quality workforce in our

region; a workforce that shares and will help advance our guiding principles--we are one team; we solve problems; we focus on the customer; we drive for results; we are racially just; we respect all people; we lead the way; and we are responsible stewards. We encourage people of all backgrounds and identities to apply, including Native American and people of color, immigrants, refugees, women, LGBTQ+, people living with disabilities, and veterans.

**King County is an Equal Employment Opportunity (EEO) Employer**

No person is unlawfully excluded from employment opportunities based on race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), age, genetic information, disability, veteran status, or other protected class. Our EEO policy applies to all employment actions, including but not limited to recruitment, hiring, selection for training, promotion, transfer, demotion, layoff, termination, rates of pay or other forms of compensation.

**To Apply**

If you are interested in pursuing this position, please follow the application instructions carefully. If you need this announcement in an alternate language or format, would like to request accommodation or assistance in the application or assessment process or if you have questions please contact your recruiter listed on this job announcement.

**Application Requirements**

A completed King County Application is required, a resume and cover letter are strongly encouraged.

**NECESSARY SPECIAL QUALIFICATIONS:** The candidate selected for this position will be required to pass a background investigation to include fingerprinting.

**PHYSICAL REQUIREMENTS:** The work environment is indoors in a general office environment with minimal exposure to health and safety hazards.

# PSERN Operator Staff Report Agenda Item #7

**Title:** Staffing Agreement  
**Meeting Date:** April 22, 2021  
**Staff Contact:** David Mendel  
**Action:** Discussion

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## **SUMMARY:**

With the formation of the PSERN Operator and the approval of the Hiring Methodology at the March 25, 2021 meeting of the Operator Board of Directors, the future execution of a related staffing agreement between the Operator and King County needs to occur. This report provides high-level information on the needed agreement and needed next steps for its execution. It is expected that once the agreement is drafted by King County it will be fully reviewed by Valley Communications Center attorney Tom Brubaker, representing the PSERN Operator. Following reviews by the staff, King County Prosecuting Attorney's Office and Tom Brubaker the agreement can be put before the Operator Board of Directors for decision, hopefully at the May 27, 2021 meeting.

As noted, this document provides high-level information on the staffing agreement between the Operator and King County, with the intent that once legal reviews and revisions are complete, the agreement can be put before the Board of Directors for decision at their May 27, 2021 meeting.

## **BACKGROUND:**

During the March 25th, 2021 meeting of the Board of Directors, the PSERN staff's ED hiring recommendation and related staffing plan was approved by the Board. This decision was recorded in Board resolution 21-05 (Hiring Methodology).

Before the recruitment of the Operator's Executive Director can begin through the hiring methodology approved by the Board of Directors, a related staffing agreement between King County and the Operator needs to be executed. The following analysis explores information on the staffing agreement, with the intent that once legal reviews and revisions are complete, the agreement can be put before the Board of Directors for decision at their May 27, 2021 meeting.

## **ANALYSIS:**

This section provides a summary overview of high-level terms within the draft staffing agreement between the PSERN Operator and King County.

- King County will support hiring and recruitment process for up to five full time employees.
  - This decision was approved by King County Council.
- King County would be entitled to cost recovery for the staffing costs.
- The setup and logistics for recruiting and hiring will be supported by King County, but decisions will be made by the Board.
- The ED position, if hired through King County, could be a full time equivalent (FTE) or a term limited temporary (TLT) position.
  - The position would be classified as a Program Project Director, with a pay range between \$157,138-\$199,181.
  - FTE positions can either be career service or appointed. If appointed, the position is "at-will" whereas career service positions are terminable only for cause.
  - TLT positions are also at will, but may be filled for only a 3-year time limit
  - Regardless of the FTE/TLT categorization, the ED and other positions could be transitioned into a permit position if directly hired by the PSERN Operator at a later date.
- Other employment options could be pursued in the future by the Operator, if desired.
- Benefits offered through King County would be available to the staff hired through the agreement.
- Candidates would experience the King County hiring processes (e.g. applying through the County's employment website and related supporting processes).

## **ADDITIONAL INFORMATION:**

None

# PSERN Operator Staff Report Agenda Item #7

**Title:** Staffing Agreement  
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## **CONCLUSION:**

The expectation is that once legal reviews and revisions of the staffing agreement are complete, the agreement can be put before the Board of Directors for decision at their May 27, 2021 meeting. Following its review and revision process the recruitment of the Operator's Executive Director can begin.

## **Staff Report Reference Documents:**

None

# PSERN Operator Staff Report Agenda Item #8

**Title:** Operator Insurance  
**Meeting Date:** April 22, 2021  
**Staff Contact:** David Mendel  
**Action:** Discussion

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## **SUMMARY:**

With the formation of the PSERN Operator and its Board of Directors, an initial insurance policy will need to be established to provide liability protection for the entity and its board members. Whereas the County and/or PSERN project carry insurance to secure its staff and property, the PSERN Operator is currently without insurance coverage, but it is now in a position to establish a policy for its initial needed levels of protection. Moreover, additional coverage can be added in the future once operations are commenced and related risks increase to levels where such policy additions are justified.

This document provides information on insurance options for the PSERN Operation, with the intent that a related decision be made by the Board of Directors at their May 27, 2021 meeting.

## **BACKGROUND:**

A number of foundational events and documents have led to the formation of the PSERN Operator (or “Operator”). As of April 1, 2021, the Operator is fully incorporated within the State of Washington. Being a new entity, in its pre-operations phase, the current levels of risk for the Operator are relatively low. However, insurance coverage does not currently exist for the PSERN Operator, but it needs to be established. The securing appropriate levels of insurance coverage are needed to protect the Operator and the members of its Board of Directors.

Staff had thought as recently as last month that insurance would be purchased rapidly, but now believes the best option is to be methodical about exploring options, presenting those options to the Board, and for the Board to select the best option.

The following analysis explores insurance options for the Operator. The expectation is the Board of Directors will review the provided insurance information and make a decision on which option to pursue at their May 27, 2021 meeting.

## **ANALYSIS:**

Discussions have occurred with two Washington State-based insurance providers that could offer appropriate levels of coverage for the Operator both now and into the future. They are the Washington Cities Insurance Authority (WCIA) and Enduris Washington. Staff are familiar with the WCIA and has communicated with various regional agencies that have acquired their insurance coverage through them. Through direct communication staff have learned that the agencies contacted were satisfied with the policies, coverage, costs, and service acquired through the WCIA.

Enduris Washington is less know to staff. However, both insurers offer similar policies that are based on a shared risk pool and provide coverage and risk management solutions that are comprehensive. Enduris membership includes 540 local governments or special purpose districts that “pool” resources to share risk and reduce cost.

Both options would require a review by the insurance carrier prior to establishing coverage. The WCIA requires the execution of an interlocal agreement, which is included for review in the April Board of Directors meeting materials packet, and approval by their governing board prior to coverage. Enduris Washington requires the completion of an extensive application, which is also included for review in the April Board of Directors meeting materials packet, that includes information that will help inform the bases of future coverage (e.g. coverage for property, vehicles, and leases).

### **Option #1 – Washington Cities Insurance Authority (WCIA).**

Washington Cities Insurance Authority (WCIA) is a municipal risk pool authorized under RCW 48.62, RCW 39.34 and WAC 200.100.010. Through Interlocal agreement, 161 cities and public entities create WCIA to self-insure their exposures. To establish coverage through the WCIA an interlocal agreement needs to be executed between the entity and WCIA. This agreement is included in the April 22, 2021 Board Materials packet for review.

# PSERN Operator Staff Report Agenda Item #8

**Title:** Operator Insurance  
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**Action:** Discussion



Since the Operator, at this time, only has a governing board, WCIA offers a minimum policy, which includes general liability as well as coverage for Officers and Directors. The estimated annual cost for this initial level of coverage would be \$5,000. This provides for \$20 million in liability coverage. Property and auto rates are separate and will depend on the replacement cost of the property and actual cash value for vehicles. Also, rates would vary depending on the deductible choice. These additional coverages can be added to their policy at a later date.

As described in the WCIA Information Packet:

*WCIA distinguishes itself from the private insurance industry by evaluating claims based upon legal liability not financial expediency. Annually, WCIA handles approximately 1,700 claims and lawsuits with over \$31 million being paid out on behalf of members in settlements and litigation defense costs. We believe in making good case law that benefits all public entities and actively litigate in the appeals courts, including the US Supreme Court. To reduce the number of claims and lawsuits, WCIA offers pre-loss services, allowing for legal consultation on potential actions which could give rise to liability such as Employment practices and Land Use.*

*WCIA advances effective risk management practices and procedures and requires active participation as an element of pool membership. Through comprehensive training and committed field risk management services there is a systematic reduction of loss exposures for members. The WCIA COMPACT [or general agreement requires...] all members to participate in training, risk management and pool governance.*

*WCIA's Risk Management team is experienced and skilled in municipal risks. Each member has an assigned Risk Management Representative that provides individual attention, personal communication and detailed risk analysis in support of the formal comprehensive COMPACT program. WCIA staff provides on-site risk management advice, conduct loss control inspections and offer training on specific exposures and controls. The Risk Management Representatives review indemnification hold harmless and insurance requirements in contracts and are always available to research and analyze liability questions and concerns. Questions or concerns that require a legal review are handled under our Risk Management Consultation Program and often result in Risk Management Bulletins that our available to all members.*

*As part of the COMPACT, members annually undergo a risk management audit regarding a specific department or loss exposure, i.e. police, employment, land use. The comprehensive audit reviews current policies and procedures with recommendations and mandatory requirements to ensure a reduction in risk exposures. WCIA has developed an extensive training and education program offering municipal risk management trainings statewide. Annually approximately 400 educational offerings are provided with approximately 13,000 attendees from the membership. WCIA collaborates with various municipal organizations resulting in an expanded offering of co-sponsored trainings. Members with travel restrictions benefit from our website's Virtual Classroom which offers On-Demand videos. In addition to the comprehensive training programs offered, WCIA provides a Member Reimbursement program to assist members in the professional development and accreditation of their staff. The membership receives reimbursements for municipal accreditations, individual and group certifications, and registration for association schools and institutes.*

## **Option #2 – Enduris Washington**

The Washington Governmental Entity Pool (WGEP) was organized in 1987 by four founding members who found liability insurance in the open market either unaffordable or unavailable. WGEP was established to provide risk financing to its member government entities for liability and property coverage. The Pool's general objectives are to formulate, develop and administer on behalf of the members, a program of insurance that offers lower costs for broader coverage and comprehensive loss control programs. The Pool transfers its risk by buying reinsurance and excess insurance over the Pool's self-insured retention. In 2008, WGEP changed its name to Enduris Washington.

Enduris is a premier risk sharing pool for special purpose districts in Washington. Their membership includes 544 local governments or special purpose districts that "pool" resources to share risk and reduce cost. Current membership includes:

- Adams County FPD numbers: 1 and 6

# PSERN Operator Staff Report Agenda Item #8

**Title:** Operator Insurance  
**Meeting Date:** April 22, 2021  
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- King County FPD #45
- King County Water District numbers: 1, 19, 20, 49
- Klickitat County FPD numbers: 1, 3, 4, 11, 13, 14
- South King Fire & Rescue
- South Kitsap Fire & Rescue
- Spokane County FPD numbers: 2, 3, 5, 10, 12, 13,
- Stevens County FPD numbers: 1, 2, 5, 7, 9, 10, 11, 12, 13,
- Whatcom County FPD numbers: 11 and 17

In terms of estimated costs and coverage for the PSERN Operator, a quote for the Operator's full coverage was provided by Enduris in 2019. Information on the quote is provided below.

- Coverages and costs based on Enduris' 2019 estimate:
  - Liability (\$20M/occurrence and \$20M aggregate) \$28,052
    - General, Professional, Employment Practices Liability, Errors & Omissions
  - Property \$94,300
    - Reported values of approx. \$50M
  - Crime \$2,180
  - Auto \$4,704
- **Sub-Total: \$129,236**
  - Current site-specific pollution liability: \$25,000
  - Estimated Cyber liability: \$25,000
  - Workers Comp: Nominal
- **Sub-Total: \$50,764**
- **Total: \$180,000**

Given the above estimates from Enduris, an initial policy estimate for the Operator's pre-operations period would be at least \$28,052 annually. Part of staff work going forward is to determine if general liability includes Directors & Officers liability insurance or if that is a separate line item with an associated cost. Moreover, following the start of operations additional coverage could be considered for liability limits above the \$20M provided through the pool. A conservative budget for the above indicated levels of insurance, based on the estimate provided by Enduris in 2019, would have an annual cost of approximately \$180,000.

### **ADDITIONAL INFORMATION:**

It should be noted that there is no insurance funding in the Operator seed money. However, due to the low estimates for initial coverage, there should not be a substantial impact to the related budget. This is especially true since we are moving slower than we expected related to the hiring of the Operator's Executive Director. As a result, there may be some net savings due to the current hiring timeline.

### **CONCLUSION:**

The preceding analysis explored insurance options for the Operator. The expectation is the Board of Directors will review the provided insurance information and make a decision on which option to pursue at their May 27, 2021 meeting. Following that, depending on which option is selected, either the execution of the WCIA interlocal agreement or the Enduris application will be completed.

PSERN Operator  
Staff Report  
Agenda Item #8

**Title:** Operator Insurance  
**Meeting Date:** April 22, 2021  
**Staff Contact:** David Mendel  
**Action:** Discussion

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**Staff Report Reference Documents:**

1. Exhibit A - WCIA Interlocal Agreement
2. WCIA Information Packet 2019
3. Attachment A - Enduris Washington Application



# **INTERLOCAL AGREEMENT**

CREATING THE WASHINGTON CITIES INSURANCE AUTHORITY

**INTERLOCAL AGREEMENT:  
CREATING THE WASHINGTON CITIES  
INSURANCE AUTHORITY**

**THIS AGREEMENT** is made and entered into in the State of Washington by and among the municipal corporations organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "**Member Cities**" or "**Cities**", and individually as "**Member City**" or "**City**" which are parties signatory to this Agreement and listed in Appendix A, which is attached hereto and made a part hereof. Said Cities are sometimes referred to herein as "**parties**".

**RECITALS**

**WHEREAS**, Ch. 48.62 RCW provides that two or more local governmental entities may, by interlocal agreement, jointly purchase insurance, jointly self insure, and/or jointly hire risk management services for any authorized purpose by any one or more of certain specified methods, and;

**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 Protection Program for said parties, and;

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

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

**ARTICLE I**

**Definitions**

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

- (a) "**Authority**" shall mean the Washington Cities Insurance Authority created by this Agreement.
- (b) "**Board of Directors**" or "**Board**" shall mean the governing body of the Authority.
- (c) "**Claims**" shall mean demands made against the Authority arising out of occurrences which are within the Authority's Joint Protection Program as developed by the Board of Directors.
- (d) "**Excess Insurance**" shall mean that insurance purchased on behalf of the Authority to protect the funds of the Authority against catastrophes or an unusual frequency of losses during a single year.

(e) **"Executive Committee"** shall mean the Executive Committee of the Board of Directors of the Authority.

(f) **"Fiscal Year"** shall mean that period of twelve months which is established as the fiscal year of the Authority.

(g) **"Coverage"** shall mean and include self-insurance through a funded program and/or any commercial insurance contract.

(h) **"Executive Director"** shall mean that employee of the Authority who is appointed by the Board of Directors, and responsible for the management and administration of the Joint Protection Program of the Authority.

## ARTICLE 2

### Purpose

This Agreement is entered into by Cities in order to provide more comprehensive and economical liability coverage, to provide for the economical and self insurance pooling of risk exposures for all forms of insurance available or required by law for municipal corporations and for which State law authorizes the formation of pooling organizations to provide such insurance, to reduce the amount and frequency of Cities losses, and to decrease the cost incurred by Cities in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of Cities jointly in the creation of a separate entity, the Washington Cities Insurance Authority, to administer a Joint Protection Program wherein cities will jointly pool and self insure their losses and claims, and may jointly purchase excess insurance and administrative and other services including claims adjusting, data processing, risk management consulting, loss prevention, legal and related services.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional municipal corporations 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 Authority, subject to approval by the Board of Directors.

It is also the purpose of this Agreement to provide, to the extent permitted by law, that the Authority may, in the discretion of its Directors, contract with non-member Cities or other municipal corporations in the State of Washington to provide, at a reasonable charge, such non-member Cities or municipal corporations administrative and other services including claims adjusting, data processing, risk management consulting, loss prevention and training.

## ARTICLE 3

### 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 19. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 20 and 21, 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 4

### Term of Agreement

This Agreement shall become effective on January 1, 1981, and shall continue for not less than three years until and unless terminated as hereinafter provided.

## ARTICLE 5

### Creation of Authority

Pursuant to Ch. 48.62 RCW, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement.

## ARTICLE 6

### Powers of Authority

(a) The Authority shall have the powers common to Cities and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (1) To make and enter into contracts;
- (2) To incur debts, liabilities or obligations;
- (3) To acquire, hold or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- (4) To sue and be sued in its own name; and
- (5) To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

(b) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

## ARTICLE 7

### Board of Directors

(a) The Authority shall be governed by the Board of Directors which is hereby established and which shall be composed of one representative from each Member City who is an employee or official of that City, as appointed by the City Council, Commission, or appointing official of that City. Each City Council, Commission, or appointing official in addition to appointing a member of the Board, shall appoint at least one alternate who also shall be an officer or employee of that City. The alternate appointed by a City shall have the authority to attend, participate in and vote at any meeting of the Board when the regular member for whom he or she is an alternate is absent from said meeting.

(b) Each member or alternate of the Board shall be appointed for a one year term and until a successor is appointed. Each member or alternate shall serve at the pleasure of the City by which he or she has been appointed as long as he or she is an officer or employee of the City.

(c) Each member of the Board shall have one vote.

## ARTICLE 8

### Powers of the Board of Directors

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

(a) The Board may elect from its members, pursuant to Article 10 of this Agreement, an Executive Committee to which it may give authority to make and implement any decisions, including those involving the administration of the Authority, except those decisions that would require an amendment of this Agreement, under Article 26 herein.

(b) The Board may review all acts of the Executive Committee, and shall have the power to modify and/or override any decision or action of the Executive Committee upon a majority vote of the entire Board of Directors.

(c) The Board shall review, modify if necessary, and approve the annual operating budget of the Authority.

(d) The Board shall receive and review periodic accounting of all funds under Article 14 and 15 of this Agreement.

(e) The Board shall have the power to conduct on behalf of the Authority, all business of the Authority which the Authority may conduct under the provisions hereof and pursuant to law.

(f) The Board shall determine and select a Joint Protection Program for the Authority.

(g) The Board shall determine and select all necessary instruments of coverage to carry out the Joint Protection Program of the Authority.

(h) The Board shall have the authority to contract for or develop various services for the Authority, including, but not limited to claims adjusting, loss control and risk management consulting services.

(i) The Board shall appoint an Executive Director of the Authority and shall receive and act upon reports of the Executive Director.

(j) The Executive Director shall have the power to hire such persons as the Board authorizes for the administration of the Authority, including the "borrowing" of management-level employees from one or more of the Member Cities to assist in the development phase of the Joint Protection Program of the Authority, subject to the approval of the Member City. Any Member City whose employee is so "borrowed" according to this provision shall be reimbursed by the Authority for that employee's time spent or services rendered on behalf of the Authority.

(k) The Executive Director shall have the general supervisory control over the day-to-day decisions and administrative activities of the Authority.

(l) The Board shall have such other powers and functions as are provided for in this Agreement, including, but not limited to, the power to authorize the contracts with non-member Cities or municipal corporations and the "Authority", to provide services to such non-members as set forth in Article 2, upon such terms and conditions as the Director shall decide appropriate.

## ARTICLE 9

### Meetings of the Board of Directors

(a) **Meetings.** The Board shall provide for its regular, adjourned regular and special meetings; provided, however, that it shall hold at least one regular meeting annually.

(b) **Minutes.** The Board of the Authority shall cause minutes of regular, adjourned regular and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to each City.

(c) **Quorum.** A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of those members present at a meeting shall be sufficient to constitute action by the Board.

## ARTICLE 10

### Executive Committee

The Board of Directors may appoint at any time of the year during a Board meeting an Executive Committee of the Board of Directors which shall consist of an odd number of not less than five nor more than nine members, as determined by the Board of Directors. Two of the members of the Executive Committee shall be the President of the Board of Directors, and the Vice President of the Board of Directors; the remainder of the members, after their original election, shall be elected by the Board of Directors at the same time the officers of the Board are elected in January of each calendar year. The President of the Authority, or the Vice President in his or her absence, shall serve as the Chairperson of the Executive Committee. The Board of Directors may delegate any of the powers of the Board as outlined in Article 8 to the Executive Committee and may establish and delegate any other powers and duties the Board deems appropriate.

## ARTICLE 11

### Officers of the Authority

(a) **President and Vice President.** The Board shall elect a President and Vice President of the Authority at its first meeting, each to hold office for one year term and until successor is elected. Thereafter in January of each succeeding calendar year, the Board shall elect or re-elect the President and Vice President for the ensuing year. In the event the President or Vice President so elected ceases to be a member of the Board, the resulting vacancy in the office of President or Vice President shall be filled at the next regular or special meeting of the Board held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board and shall be a member and the Chairperson of the Executive Committee.

(b) **Executive Director.** The Executive Director shall have the general administrative responsibility for the activities of the Joint Protection Program and shall appoint all necessary employees thereof.

(c) **Treasurer.** The Treasurer shall be appointed by the Board and shall be a person other than the Executive Director. The duties of the Treasurer are set forth in Article 14 and 15 of this Agreement.

(d) **Attorney.** The Board of Directors shall select an attorney for the Authority. The attorney may be, but is not required to be, a City Attorney, from a Member City. In the event the attorney is precluded from acting because of a conflict of interest or legal impediment, or for other good reason, the Board may employ independent counsel as the attorney for the Authority. The attorney shall serve at the pleasure of the Board of Directors.

## ARTICLE 12

### Coverage

(a) The coverage provided for Member Cities by the Authority shall be defined by the Board and may allow or require protection for comprehensive liability, personal injury, errors and omissions, contractual liability, and such other areas of coverage as the State shall require or the Board shall determine.

(b) The Authority shall maintain a coverage limit for Member Cities determined by the Board of Directors to be adequate. The Board may arrange purchase of a group insurance policy for Member Cities interested in obtaining additional coverage above this limit, at an additional cost to those participating Cities.

(c) The Board may arrange for the purchase of any other insurance deemed necessary to protect the funds of the Authority against catastrophes.

## ARTICLE 13

### Development of the Joint Protection Program

(a) As soon as practicable after the effective date of this Agreement, but prior to the effective date of the Joint Protection Program, the Board of Directors shall adopt the Authority's Joint Protection Program, including the coverage provided for in Article 12, the amount of initial assessment, the precise cost allocation plan and formula, the pro forma financial statement of the Authority, and the amount and type of excess insurance which may be procured.

(b) The Joint Protection Program provided by the Authority shall extend to all city department operations except transit, aviation and hospitals, unless otherwise excluded by the Board of Directors.

(c) The initial assessment for each City shall be determined by the Board, in its discretion, based upon a fair formula which may consider, but not be limited to, total City worker hours, total City payroll, administrative experience of the City, the previous loss experience of the City, the liability risks of the City and the costs to the Authority of adding the City as a member.

(d) The cost allocation plan and formula adopted by the Board shall provide for an adjustment in the Member Cities' assessments at the end of the first year of operation, and annually thereafter, in order to produce an assessment for the following year for each City shall consider, but not be limited to, the following:

(1) That amount of losses borne individually by the City, as determined by the Board; and

(2) The City's share of pooled losses and other expenses, as determined by the Board; and

(3) The City's contribution to a catastrophe fund and reserves for incurred-but-not-reported losses, and amount of such fund and reserves to be determined by the Board.

(e) The Board may at any time make additional assessment adjustments to correct any fund deficit as the Board deems necessary to maintain the financial integrity of the Authority..

(f) The Board shall adopt criteria for determining each City's annual share of pooled losses, expenses and contribution to a catastrophe fund which may include the City's payroll as compared to the total payroll of all Member Cities, the City's individual loss experience, and such other criteria as the Board may determine to be relevant.

(g) The annual readjustment of the amount of assessment shall be made and notices for readjusted assessment amounts and the next year's assessments shall be distributed at least ninety (90) days prior to the close of each fiscal year. This assessment amount, together with any readjusted amount due under paragraph (c) above, shall be due and payable on or before fifteen (15) days after the beginning of the fiscal year.

(h) Inasmuch as some Member Cities may experience an unusual frequency of losses during a single fiscal year, which could increase their final assessment substantially for that year and cause budgetary problems, the Board may provide for payment of a portion of

such assessment to be made over a period of time, not to exceed three years, plus reasonable interest.

## ARTICLE 14

### Accounts and Records

(a) **Annual Budget.** The Authority shall annually adopt an operating budget, pursuant to Article 8(c) of this Agreement.

(b) **Funds and Accounts.** The Authority shall establish and maintain such funds and accounts as may be required by state law and proper accounting practices. Books and records of the Authority shall be in the hands of the Treasurer and shall be open to any inspection at all reasonable times by representatives of Member Cities.

(c) **Executive Director's Report.** The Executive Director, within one hundred and twenty (120) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each Member City.

(d) **Annual Audit.** The Board may provide for a certified, annual audit of the accounts and records of the Authority such audit shall conform to generally accepted auditing standards. When such an audit of the accounts and records is made by a Certified Public Accountant, a report thereof shall be filed as a public record with each of the Member Cities. Such report shall be filed within six (6) months of the end of the year under examination.

(e) **Costs.** Any costs of the audit, including contracts with, or employment of, Certified Public Accountants, in making an audit pursuant to this Article, shall be borne by the Authority and shall be considered included within the term "administrative costs".

## ARTICLE 15

### Responsibility for Monies

(a) The Treasurer of the Authority shall have the custody of and disburse the Authority's funds subject to Board approval. He or she shall have the authority to delegate the signatory function to such persons as are authorized by the Board.

(b) A bond in the amount set by the Board, as outlined by State RCW shall be required of all officers and personnel authorized to disburse funds of the Authority, such bond to be paid for by the Authority.

(c) The Treasurer's duties shall include:

(1) Receive and receipt for all money of the Authority and place it in the treasury to the credit of the Authority;

(2) Be responsible upon his or her official bond for the safekeeping and disbursement of all of the Authority's money so held by him or her;

(3) Pay, when due, out of money of the Authority so held by him or her, all sums payable on outstanding debts of the Authority;

(4) Pay any other sums due from the Authority money only upon request for payment signed by the President of the Board or the Executive Director. The Board may designate an alternate signature for each; and

(5) Verify the report in writing on the first day of July, October, January and April of each year to the Authority and to Member Cities the amount of money held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report.

## **ARTICLE 16**

### **Responsibilities of the Authority**

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

(a) Provide coverage by whatever means and methods the Board deems appropriate, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage and umbrella insurance, by negotiation or bid, and purchase, as necessary.

(b) Assist Cities in obtaining insurance coverages for risks not included within the basic coverage of the Authority.

(c) Assist each City's assigned risk manager with the implementation of that function within the City.

(d) Provide loss prevention and safety and consulting services to Cities as required.

(e) Provide claims adjusting and subrogation services for claims covered by the Authority's Joint Protection Program.

(f) Provide loss analysis by the use of statistical analysis, data processing, and record and file-keeping services, in order to identify high exposure operations and to evaluate proper levels of self-retention and deductibles.

(g) Provide for Cities, as needed, a review of their contracts to determine sufficiency of indemnity and insurance provisions.

(h) Conduct risk management audits to review the participation of each City in the program. The audit shall be performed by the Executive Director, or, at the discretion of the Board, an independent auditor may be retained by contract to conduct the audits.

(i) The Authority shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of this Agreement.

## **ARTICLE 17**

### **Responsibilities of Member Cities**

Member Cities shall have the following responsibilities:

(a) The City Council, Commission, or appointing official of each City shall appoint a representative and at least one alternate representative to the Board of Directors, pursuant to Article 7 of this Agreement.

(b) Each City shall appoint an employee of the City to be responsible for the risk management function within that City, and to serve as a liaison between the City and the Authority as to risk management.

(c) Each City shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Authority concerning the development and implementation of a loss control policy to prevent unsafe practices.

(d) Each City shall maintain its own set of records, as a loss log, in all categories of loss to insure accuracy of the Authority's loss reporting system.

(e) Each City shall pay its assessment and any readjusted assessment promptly to the Authority when due. After withdrawal or termination, each City shall pay promptly to the Authority its share of any additional assessment and accrued interest at a rate determined by the Board when and if required of it by the Board under Article 22 or 23 of this Agreement.

(f) Each City shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the Joint Protection Program under this Agreement.

(g) Each City shall in any and all ways cooperate with and assist the Authority, and any insurer of the Authority, in all matters relating to this Agreement and covered losses, and will comply with all by-laws, rules and regulations adopted by the Board of Directors.

## ARTICLE 18

### Interim Period and Effective Date of Program

(a) **Interim Period.** Once this Agreement has been initially signed, the estimated deposit charge for each City shall be developed and presented to each City by written notice. Each City shall have thirty (30) days from the receipt of such notice to withdraw from the Agreement.

After the end of this thirty (30) day period, and prior to December 1, 1980, each City's actual deposit charge shall be determined. Each City which signed the Agreement shall be bound thereby unless the actual deposit charge for the first year exceeds the estimated deposit charge in the written notice. If the actual deposit charge exceeds the estimated deposit charge, a Member City may nevertheless, elect to proceed with its participation in the Joint Protection Program by informing the Authority, in writing, of its decision to that effect.

(b) **Effective Date.** After each City's actual deposit charge for the first year has been determined, written notice to that effect shall immediately be given to all Cities. The Joint Protection Program shall become effective thirty (30) days from the date of such notice.

(c) **Joint Protection Program.** After this Agreement becomes effective, the Authority shall develop the details of the Joint Protection Program more fully described in Article 12 and 13 of this Agreement.

## ARTICLE 19

### New Members

After the effective date of the Joint Protection Program is established by the Authority, according to the provisions of Article 18, additional Cities shall not be permitted to become signatories to this Agreement, or to enter the Joint Protection Program, during the first year of operation. Following the first year of operation, the Authority shall allow entry in the program of new members approved by the Board at such time during the year as the Board deems appropriate. Cities entering under this Article will be required to pay their share of organizational expenses as determined by the Board, including those necessary to analyze their loss data and determine their assessment.

## ARTICLE 20

### Withdrawal and Cancellation

#### (a) City Withdrawal From Authority Membership

(1) A Member City may withdraw as a party to this Agreement pursuant to requirements of Article 18.

(2) A Member City which signs the Agreement and enters the Joint Protection Program pursuant to Article 18 may not withdraw as a party to this Agreement and as a member of the Authority for a three-year period commencing on the effective date of the Joint Protection Program, as determined by Article 18.

(3) After the initial three-year non-cancelable commitment to the program, a Member City may withdraw from membership only at the end of any fiscal year of the Authority, provided it has given the Authority twelve months prior written notice of its intent to withdraw from this Agreement. Such notice shall be hand carried or mailed to the offices of the Authority by certified mail.

(4) Withdrawal of membership will result in automatic cancellation of such Member City's participation in the Joint Protection Program, any excess insurance and any other programs offered by the Authority effective the date of withdrawal. Further, the Authority reserves the right to non-renew said withdrawing Member City's coverage in any Authority program during such City's notice period.

#### (b) Authority Termination of City Membership

(1) The Authority shall have the right to terminate any City's membership in the Authority at any time. Such Termination of Membership shall be upon a majority vote of the Board of Directors present at a full Board meeting where such motion for termination of membership is presented. A City's termination of membership shall become effective no later than sixty (60) days after the date such motion is passed, but in no event shall membership extend beyond the last day of coverage in the current Authority program in which said City is a participant.

(2) For purposes of this section, Membership in the Authority consists of a Member City's right to have a representative on the Board of Directors and to vote on Board matters, and the right to participate or receive coverage in any Joint Protection Program, self-insured retention or excess insurance program, and to utilize any Authority services or programs.

(3) The Authority shall notify a City in writing of its intent to vote on a motion for Termination of Membership of the City at least 30 days before the meeting at which the motion is to be voted upon. The notification shall include reasons for the proposed Termination of Membership. The affected City has the right to be represented at the meeting where the motion for Termination of Membership is to be voted upon and will be provided an opportunity to address the Board members present if they so choose.

## **ARTICLE 21**

### **Cancellation of Coverage**

(a) The Authority shall have the right to cancel any Member City's participation in any coverage program offered by or through the Authority. The terms of such cancellation of coverage will be specified in each of the coverage documents for the Authority's various programs, except that excess coverage in any program shall automatically cancel effective the date of cancellation of its self-insured coverage. Further coverage in all Authority programs shall cease effective the date of Member City's voluntary withdrawal of membership from the Authority.

(b) The Authority may cancel any Member City's participation in any coverage program offered by or through the Authority without termination of the Member City's membership in the Authority. However, any City whose Membership in the Authority has been terminated pursuant to Article 20(B) shall automatically be canceled from participation in all coverage programs offered by or through the Authority as of the effective date of termination of membership.

## **ARTICLE 22**

### **Effect of Withdrawal**

(a) The withdrawal of any City from this Agreement shall not terminate the same and no City by withdrawing shall be entitled to payment or return of any assessment, consideration of property paid, or donated by the City to the Authority, or to any distribution of assets.

(b) The withdrawal of any City after the effective date of the Joint Protection Program shall not terminate its responsibility to contribute its share of funds to any fund or program created by the Authority until all claims, or other unpaid liabilities, covering the period the City was signatory hereto have been finally resolved and a determination of the final amount of payments due by the City or credits to the City 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 23(c) of this Agreement.

**ARTICLE 23****Termination and Distribution**

(a) This Agreement may be terminated any time during the first three noncancelable years by the written consent of all Member Cities, and thereafter by the written consent of three-fourths of the Member Cities; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority.

(b) Upon termination of this Agreement, all assets of the Authority shall be distributed only among the parties that have been Members of the Joint Protection Program, including any of those parties which previously withdrew pursuant to Article 20 or 21 of this Agreement, in accordance with and proportionate to their cash (including assessment) payments and property (at market value when received) contributions made during the term of this Agreement. The Board shall determine such distribution within six months after the last pending claim or loss covered by this Agreement has been finally disposed of.

(c) The Board is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Member Cities, including those which were Member Cities 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 City's share of such additional assessment shall be determined on the same basis as that provided for annual assessments in Article 13(d) and (e) of this Agreement, and shall be treated as if it were the next year's annual assessment for that City, subject to the limits described in Article 13(h) of this Agreement.

**ARTICLE 24****Provisions for By-Laws and Manual**

As soon as practicable after the first meeting of the Board of Directors, and within the first twelve months of the Authority's existence, the Board shall cause to be developed Authority By-Laws and a policy and procedure manual to govern the day-to-day operations of the Authority. Each Member City shall receive a copy of any By-Laws, policy statement or manual developed under this Article.

**ARTICLE 25****Notices**

Notices to Member Cities hereunder shall be sufficient if mailed to the office of the City Clerk of the respective Member City.

**ARTICLE 26**

**Amendment**

This Agreement may be amended at any time by the written approval of two-thirds of all City Councils or Commissions of Cities signatory to it, or by an amendment adopted in the manner provided for in the By-Laws.

**ARTICLE 27**

**Prohibition Against Assignment**

No City may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any City shall have any right, claim or title to any part, share, interest, fund, assessment or asset of the Authority.

**ARTICLE 28**

**Agreement Complete**

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by Authorized officials thereof on the date indicated in the appropriate Appendix.

# Washington Cities Insurance Authority

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PO Box 88030  
Tukwila, WA 98138  
(206) 575-6046  
Fax (206) 575-7426  
[www.wciapool.org](http://www.wciapool.org)

**Washington Cities Insurance Authority (WCIA)** is a municipal risk pool authorized under RCW 48.62, RCW 39.34 and WAC 200.100.010. Through Interlocal agreement, 161 cities and public entities create WCIA to self-insure their exposures. WCIA's mission is to take a leadership role to provide professional risk management and stable risk financing programs that respond to members' needs.

WCIA has over \$161 million in assets, of which \$60 million is undesignated member reserves to handle contingencies beyond predicted events. These are the strongest financials of any Washington risk pool. Through the use of an actuary, the group annually creates over \$35 million in assessments to cover liability and property risks. WCIA's administrative budget is approximately \$6.2 million, with \$1.8 million going directly back to the members in the form of training, reimbursements and legal assistance. WCIA believes the Full Board should be fully aware, and in control, of all pool operations-the insured's run the insurance company.

WCIA distinguishes itself from the private insurance industry by evaluating claims based upon legal liability not financial expediency. Annually, WCIA handles approximately 1,700 claims and lawsuits with over \$31 million being paid out on behalf of members in settlements and litigation defense costs. We believe in making good case law that benefits all public entities and actively litigate in the appeals courts, including the US Supreme Court. To reduce the number of claims and lawsuits, WCIA offers pre-loss services, allowing for legal consultation on potential actions which could give rise to liability such as Employment practices and Land Use.

WCIA advances effective risk management practices and procedures and requires active participation as an element of pool membership. Through comprehensive training, and committed field risk management services there is a systematic reduction of loss exposures for members. The WCIA COMPACT is a commitment made by all members to participate in training, risk management and pool governance. The COMPACT has received national honors from the Association of Governmental Risk Pools.

WCIA's Risk Management team is experienced and skilled in municipal risks. Each member has an assigned Risk Management Representative that provides individual attention, personal communication and detailed risk analysis in support of the formal comprehensive COMPACT program. WCIA staff provides on-site risk management advice, conduct loss control inspections and offer training on specific exposures and controls. The Risk Management Representatives review indemnification, hold harmless and insurance requirements in contracts and are always available to research and analyze liability questions and concerns. Questions or concerns that require a legal review are handled under our Risk Management Consultation Program and often result in Risk Management Bulletins that are available to all members.

As part of the COMPACT, members annually undergo a risk management audit regarding a specific department or loss exposure, i.e. police, employment, land use. The comprehensive audit reviews current policies and procedures with recommendations and mandatory requirements to ensure a reduction in risk exposures.

WCIA has developed an extensive training and education program offering municipal risk management trainings state wide. Annually approximately 400 educational offerings are provided with approximately 13,000 attendees from the membership. WCIA collaborates with various municipal organizations resulting in an expanded offering of co-sponsored trainings. Members with travel restrictions benefit from our website's Virtual Classroom which offers On-Demand videos.

In addition to the comprehensive training programs offered, WCIA provides a Member Reimbursement program to assist members in the professional development and accreditation of their staff. The membership receives reimbursements for municipal accreditations, individual and group certifications, and registration for association schools and institutes.

For more detailed information on all of our programs and services, please visit our website [www.wciapool.org](http://www.wciapool.org).

## Claims and Litigation

The Authority believes that each member should have direct participation in its claims and litigation. We believe in evaluating claims based upon legal liability not financial expediency.

Our experienced in-house claim staff handles the majority of claims and lawsuits filed against the membership. Members are included throughout the claim and litigation process and their input is welcome and sought. The claims staff's detailed knowledge of municipal exposures, case law and case values allows for expeditious and fair claims handling. When claims require field contact, such as sewer back-ups, we contract with Evergreen Adjustment Service who also provides 24-hour emergency claim services.

When litigation is commenced WCIA hires experienced trial attorneys and allow them to pursue an aggressive defense, when warranted. Our membership is desirous of creating good case law, supporting their employees, and not encouraging frivolous litigation through nuisance settlements. The Authority also takes into account that our trial and appellate work can impact municipalities across the State. On average over 50% of all litigation is resolved with no payment made to the plaintiffs through motion practice and trial results.

## Pre-Defense Review Program

In 1989, WCIA implemented a new program to assist Members with potential sensitive exposures. Our pre-emptive “damage control” perspective produced a program called Pre-Defense Review.

### **Program Description:**

- Participation is voluntary. WCIA strongly encourages program use, but it is not a requirement for coverage and/or defense.
- Funding for the program comes from the WCIA Administrative Budget. Pre-Defense Review monies are not included in any individual member assessment calculation or loss cost.
- Discretion of the use of the program lies solely with the Risk Services Manager. The Risk Services Manager makes determination of the Pre-Defense progression, from incident to claim or litigation status. The program ends once a formal claims status is recognized. The Risk Services Manager controls assignment of the Pre-Defense Attorney. The same attorney usually continues as the Defense Attorney in any resulting litigation for the purpose of continuity.
- Communication and cooperation among team members are required for program success – the team includes the City Attorney, Member Human Resources staff, and particular Department staff, Risk Services Manager and Defense Attorney.

### **Procedure:**

- WCIA Member Delegate notifies the WCIA of the request for help. Initial contact may be by phone but should always be followed up with a written request including all backup materials, correspondence, etc.
- The WCIA Risk Services Manager will determine if the Pre-Defense Program applies
- WCIA will assign the issue to the appropriate Defense Attorney.
- The assigned Attorney will contact the WCIA Member and work directly with them until the situation is resolved.

### **Examples of Program Usage:**

- Harassment Complaint
- Disability Accommodation Issues
- Potential Termination

## 2019 COMPACT REQUIREMENTS SUMMARY

### **Organizational Attentiveness Requirements:**

- Attend one of the three Full Board Meetings held annually
- Pay Assessments on Time – by January 31<sup>st</sup> postmark
- Appoint a WCIA Delegate and Alternate – update when changes occur
- Report Claims in a timely manner – per the Claims Manual policies online
- Complete requests for underwriting data accurately and in a timely manner

### **Educational Requirements:**

- Attend three WCIA educational sessions
  - One session in a core topic area; core topics are correlated to areas of loss experience and/or best risk management practices.  
Core Topics include: Employment, Law Enforcement, Land Use or WCIA staff trainings (Council Do's and Don'ts, WCIA Risk Management Trainings for General Risk Management, Fleet, Volunteer, Parks & Recreation, Special Events, Public Works, City Council Risk Management 101)
  - Two additional sessions in any topic area
- Delegates must attend at least one session

### **2019 Annual Audit:**

Members will work with their assigned Risk Management Representative to select from one of three options that best meets the member's needs.

**Option 1:** Traditional Audit covering Public Works, Personnel, or Parks & Recreation Programs

**Option 2:** Targeted Risk Management Review to include a review of all or part of the following: Contracts/Right of Way Ordinances; Special Events/Facility Use Agreements; and/or Premises walk through and inspection for liability exposures.

**Option 3:** Loss and Exposure Reduction Plan: The member will work with their assigned Risk Management Rep to review their risk profile and loss runs to identify the member's top priorities, and then develop an action plan addressing 1-3 issues.

### **2019 Annual Review:**

The Risk Management Representative reviews the following information:

- WCIA Liability, Auto, Property, Boiler and Machinery, Crime and Fidelity coverages, rates and deductibles, and any special programs
- Property & Auto Schedules
- Risk Profile and/or Current Liability Loss Runs
- COMPACT Status Report/WCIA Services/Stewardship Report
- Analysis of Loss History providing specific direction for training and/or consulting

## **Risk Services and Consultation Program**

WCIA Risk Services Department provides an assortment of risk management services to assist the Membership. The following provides an overview of the various types of services available:

### **On-Site Analysis:**

Your assigned Risk Management Representative is available for on-site analysis of risk management exposures common to municipal government, such as playground and building inspections. They are also available to attend meetings with department heads and/or staff to discuss your agency's particular risk management issues, and to provide New Member, New Delegate or New Department Head Orientations.

### **Liability Inquiries:**

If you have a liability question or concern, your assigned Risk Management Representative is available to research and respond to you either by phone or by email.

### **Legal Consultations:**

- Legal consultations are available to the Membership to include legal review of personnel policies or practices, land use issues, or other general liability issues that are not particular to a potential claim, but that require the assistance of an attorney.
- Funding for the program comes from the WCIA Administrative Budget. Legal consultation costs are not included in any individual Member assessment calculation.

### **Procedure:**

- WCIA Member Delegate notifies the WCIA Risk Management Representative or Risk Services Manager of the consultation request, either by phone or by email. Any documents for review should be forwarded via email.
- The WCIA Risk Services Manager will determine if the Consultation Program applies, and will assign the issue to the appropriate Defense Attorney.
- The assigned Attorney will contact the WCIA Member and work directly with them until the situation is resolved.

## Risk Reduction Grant Program

The Risk Reduction Grant Program is intended to supplement and support WCIA goals and the member's risk management programs, and reduce covered liability or property exposures for current WCIA members.

### Types of Grants

WCIA will award two types of risk reduction grants to member agencies on an annual basis for specific, identifiable needs.

#### 1. Mitigation Grants:

- For the reduction of liability and property exposures, examples of such exposures include premises liability to include trip and falls on sidewalks, automobile liability exposures, theft, police excessive force, etc. Mitigation grants will not be awarded to studies.
- The Risk Reduction Grant Committee will give priority consideration to projects that support the WCIA COMPACT, Action Plan, and Risk Management Goals, projects that mitigate high risk/claim incidents in the member's risk profile and/or loss reports, and projects that are ready to move forward immediately if grant funds are awarded.
- It is encouraged that all mitigation grants include a matching of funds or in-kind labor/services.
- Mitigation grants are not intended to replace routine maintenance.
- Joint applications from member entities will be considered.

#### 2. Staff Development Grants:

- For education or staff development that is directly related to risk management, such as attendance at AGRIP or PRIMA conferences or the PRIMA Institute, as determined by the Grant Committee. Grant funds not intended for training already provided for by WCIA (i.e., such as Defense Driving, Certified Playground Safety Inspector).
- Member staff person applying for a staff development grant must:
  - Be a Member Employee
  - Perform the risk management function of the agency
  - Be the WCIA Claims contact, Delegate or Alternate. One application per Member. Reimbursement is subject to WCIA travel criteria.

# Trainings and Reimbursements

## 2019 Education Summary

### 911 Communications

#### **WCIA Training**

- The Power of Resilience-How to Beat Dispatcher Burnout

#### **Co-sponsored/Reimbursement Programs**

- Association of Public-Safety Communications Officials (APCO) Project 33 Agency Training Program Certification
- Association of Public-Safety Communications Officials (APCO) Registered Public Leader (RPL)
- Association of Public-Safety Communications Officials (APCO) - National Emergency Number Association (NENA) WA 911 Forums
- Commission on Accreditation for Law Enforcement Agencies (CALEA) Accreditation
- Emergency Medical Services (EMS) Online Dispatch Training (Certifications or Re-Certifications)
- International Academies of Emergency Dispatch (IAED) Accreditation
- International Academies of Emergency Dispatch (IAED) Training (Certifications or Re-Certifications)
- International Association of Emergency Management (IAEM) Certified Emergency Manager (CEM)
- National Emergency Number Association (NENA) Emergency Number Professional (ENP)

### Administration

#### **WCIA Trainings**

- Verbal De-Escalation Course \**Exclusive*
- WSAMA (Washington State Association of Municipal Attorneys) WCIA Pre-Conference

#### **Co-sponsored/Reimbursement Programs**

- Association of Washington Cities (AWC) Webinar Series-Elected Officials Essentials
- Certified Information Systems Security Professional (CISSP)
- Municipal Research Services Center (MRSC) Webinar – A Legal Deep Dive-2019 Labor, Housing, and Privacy Bills
- Municipal Research Services Center (MRSC) Webinar – Affordable Housing and Homelessness Series, Part 1 of 3-Limitations of Homelessness Enforcement
- Municipal Research Services Center (MRSC) Webinar – Affordable Housing and Homelessness Series, Part 2 of 3-Legal Considerations and Case Studies in Affordable Housing
- Municipal Research Services Center (MRSC) Webinar – Crisis Communications-How to Respond Effectively When the Public is Watching
- Municipal Research Services Center (MRSC) Webinar-Ethical Considerations for Local Government Staff and Officials
- Municipal Research Services Center (MRSC) Webinar-Land Use Case Law Update-Summer 2019

## Administration

### **Co-sponsored/Reimbursement Programs**

- Municipal Research Services Center (MRSC) Webinar-PRA and OPMA Case Law Update
- Washington Municipal Clerks Association (WMCA) Northwest Clerks Institute Professional Development, Courses I, II, III or IV
- Washington Municipal Clerks Association (WMCA) Spring (aka Advanced) Academy/Fall Academy

## Auto/Fleet

### **WCIA Trainings**

- Evergreen Safety Council – EverSafe Defensive Driving (Classroom) \**Exclusive*
- NW Safety Consultants – Behind the Wheel Driver Skills Course \**Exclusive*
- WCIA Fleet Risk Management 101

### **Co-sponsored/Reimbursement Programs**

- Criminal Justice Training Commission (CJTC) Vehicle Simulation Program
- Emergency Vehicle Operator Course (EVOOC) – Police
- Emergency Vehicle Incident Prevention (EVIP) – Fire
- Pacific NW Fleet Managers Association (PFMA) WA Chapter Meeting

## Employment

### **WCIA Trainings**

- Managing Challenging Conversations
- New Supervisor Boot Camp
- Promoting a Workplace Free of Harassment, Discrimination and Retaliation \**Exclusive*
- WCIA Human Resources Forums

### **WCIA Supervisory Skills Credentialed Program**

- Building Supervisory Skills - 101, 201 and 301
- Employment Law for Supervisors

### **WCIA Supervisory Skills Credentialed Program-Continuing Education**

- Approaching Supervisory Situations with Confidence
- Best Practices for Coaching, Counseling and Transitioning to Discipline
- Navigating the Performance Evaluation Process

### **Co-sponsored/Reimbursement Programs**

- Association of Washington Cities (AWC) Labor Relations Institute
- Association of Washington Cities (AWC) Webinar-WA Paid Family & Medical Leave
- WA Department of Enterprise Services (DES)
  - DES-Crucial Conversations
  - DES-Fierce Conversations
  - DES-Leading Others
  - DES-Leading Teams
  - DES-Steps to Becoming a Supervisor
  - DES-Supervisor Essentials, Phase II
- Northwest Leadership Seminar
- Summit Law Group Webinars
- Washington Public Employer Labor Relations Association (WAPELRA) Fall Conference
- 2019 Washington Public Employer Labor Relations Association (WAPELRA) Autumn Training

## Employment

### **Co-sponsored/Reimbursement Programs**

- 2019 Washington Public Employer Labor Relations Association (WAPELRA) Spring Training

## Fire

### **Co-sponsored/Reimbursement Programs**

- Emergency Vehicle Incident Prevention (EVIP)
- International Academies of Emergency Dispatch (IAED) Emergency Fire Dispatcher Training (EFD) Certifications or Re-Certifications
- Lexipol-Fire
- Washington Fire Chiefs (WFC) Annual Fire Symposium

## Land Use/ Planning

### **WCIA Trainings**

- WCIA Land Use Liability Prevention *\*Exclusive*

### **Co-sponsored/Reimbursement Programs**

- American Planning Association (APA) WA Chapter-Planning for Temporary Encampments
- International Code Council (ICC) Code Specialist
- International Code Council (ICC) Permit Technician Certification
- International Code Council (ICC) Property Maintenance Housing Inspector Certification
- International Code Council (ICC) Zoning Inspector Certification
- Planning Association of Washington (PAW) Annual Conference
- Planning Association of Washington (PAW) Boot Camps
- Washington Association of Building Officials (WABO) Annual Education Institute
- Washington Association of Code Enforcement (WACE) Spring Training Conference
- Washington State Association of Permit Technicians (WSAPT) Spring & Fall Conferences
- Washington Department of Commerce (COM) A Short Course on Local Planning

## Law Enforcement

### **WCIA Trainings**

- 21<sup>st</sup> Century Policing-Officer Safety-Reducing Your Risk Through Knowledge
- 21<sup>st</sup> Century Sergeants' Academy
- Best Practices for Responding to High Profile Incidents-the 3 AM Crisis
- Best Practices for Risk Managing Law Enforcement in the I-940 Era
- Law Enforcement Liability Update
- Risk Management Best Practices for Law Enforcement Report Writing
- Sergeants' Investigation of Force
- Use of Force: Core Principles
- Use of Force: Transformative Practices for Trainers and Supervisors
- Use of Force Considerations-Case Law Updates and Critical Review of Crisis Contacts

### **Co-sponsored/Reimbursement Programs**

- Criminal Justice Training Commission (CJTC)
  - CJTC – Blue Courage Workshop, Course #1993
  - CJTC – Blue Courage Academy-Train the Trainer Workshop, Course #1992
  - CJTC – NW Law Enforcement Command College, Course #4320

## Law Enforcement

### **Co-sponsored/Reimbursement Programs**

- Criminal Justice Training Commission (CJTC)
  - CJTC – NW Law Enforcement Command College Executive Training Day, Course #4341
  - CJTC – Law Enforcement Records, Course #0941
  - CJTC – Property & Evidence Officer, Course #0613
  - CJTC – Pre-Supervisors, Course #4124
  - CJTC – First Level Supervision, Course #4127
  - CJTC – Middle Management, Course #4221
- Crisis Intervention Team Training (CIT)
  - CIT – 40HR Basic, King County, Course #8070
  - CIT – 40HR Basic, Statewide, Course #8062
  - CIT – King County, 8HR In-Service, Course #8071
  - CIT – King County Fire/EMS, 8HR In-Service, Course #8068
  - CIT – 8HR Corrections In-Service, King County, Course #8069
  - CIT – Statewide, 8HR In-Service, Course #5509
  - CIT – Force Options, Course #8080
  - CIT – Mental Health First Aid for Criminal Justice, Course #8078
  - CIT – Youth 8HR, Course #8076
- Emergency Vehicle Operator Course (EVOC)
- Law Enforcement Information and Records Association (LEIRA) Public Disclosure–Beginner & Advanced
- Lexipol Police, Custody-Jail
- WA Association of Sheriffs and Police Chiefs (WASPC) Accreditation
- WA Association of Sheriffs and Police Chiefs (WASPC) Loaned Executive Management Assistance Program (LEMAP)

## Parks & Recreation

### **WCIA Trainings**

- WCIA Parks and Recreation Forum-Risk Management Examination of Your Parks Employment Procedures
- WCIA Parks and Recreation Forum-Risk Management Review of Your Recreation Programs
- WCIA Risk Management 101 Training for Parks Facilities, Senior Centers, Special Events and Volunteers

### **Co-sponsored/Reimbursed Programs**

- Aquatic Facility Operator (AFO) Certification
- Certified Parks and Recreation Professional or Executive (CPRP)
- Certified Playground Safety Inspector (CPSI)
- Commission for Accreditation of Park and Recreation Agencies (CAPRA)
- International Northwest Parks and Recreation Association (INPRA) Pacific Northwest Resource Management School
- International Society of Arboriculture (ISA) Certifications
- International Society of Arboriculture (ISA) Tree Risk Assessment Qualification
- National Swimming Pool Foundation (NSPF) Certified Pool Operator (CPO) Certification
- WRPA Aquatics Skill Builder-Not on Your Watch and Training Better Trainers
- WRPA Fall Summit
- WSU Integrated Pest Management (IPM) Programs

## Public Officials

### WCIA Trainings

#### All \*Exclusive Trainings

- Council Do's and Don'ts
- Land Use Decision Making
- Leadership Fundamentals for Elected Officials
- Employment Law Fundamentals for Elected Officials
- ABCs for the BCCs
- Respecting the Roles of Policy Makers and Administrators

#### Co-sponsored/Reimbursement Programs

- Association of Washington Cities (AWC) Webinar Series-Elected Officials Essentials
- Municipal Research Services Center (MRSC) Webinar-Ethical Considerations for Local Government Staff and Officials
- Municipal Research Services Center (MRSC) Webinar-PRA and OPMA Case Law Update
- Planning Association of Washington (PAW) Annual Conference
- Planning Association of Washington (PAW) Boot Camps
- Washington Department of Commerce (COM) A Short Course on Local Planning

## Public Works

### WCIA Trainings

- Flagger Certification & Re-Certification, WAC 296-155-305-7 \*Exclusive
- WCIA Contracts, Indemnification Language, Insurance Requirements
- WCIA Public Works Forum
- WCIA Public Works Risk Management 101

#### Co-sponsored/Reimbursement Programs

- American Public Works Association (APWA) Accreditation
- American Public Works Association (APWA) Certified Public Fleet Professional (CPFP)
- American Public Works Association (APWA) Certified Public Infrastructure Inspector (CPII)
- American Public Works Association (APWA) Certified Stormwater Manager (CSM)
- American Public Works Association (APWA) Northwest Public Works Institute
  - Public Works Essentials
  - Developing Leaders
  - Public Works Leadership Skills
- American Public Works Associations (APWA)  
The Contract Administration and Education Committee (CAEC) PRO: Back to Basics
- International Municipal Signal Association (IMSA) Certifications
- National Stormwater Center-Certified Stormwater Inspector-Municipal

## **WCIA Trainings**

### **WCIA Trainings**

*All \*Exclusive Trainings*

- WCIA Anti-Harassment Training
- WCIA Council Do's and Don'ts
- WCIA Orientations
  - New Member, New City Manager, Claims Contact, Delegate or Alternate
  - Police Chief, City Attorney, HR Manager

## **Online Trainings**

*Available 24/7 thru the WCIA Online Academy*

### **WCIA Online Academy**

To see a list of trainings offered through the WCIA Online Academy:

- Go to [www.wciapool.org](http://www.wciapool.org) and click *Training & Education*.
- Click *Virtual Classroom* and click on *WCIA Online Academy* logo.
- <http://www.wciapool.org/education-training/virtual-classroom>

## Member Reimbursement Program

WCIA offers members limited reimbursement of municipal trainings, schools and institutes offering certifications and accreditations. Members register, attend and pay first, then submit for reimbursement

### ACCREDITATIONS

- **911 Communications** – APCO Project 33 Agency Training Program Certification
- **911 Communications** – International Association of Emergency Dispatch (IAED) Accreditation
- **Parks** – Commission for Accreditation of Park and Recreation Agencies (CAPRA)
- **Police** – WA Association of Sheriffs and Police Chiefs (WASPC) Loaned Executive Management Assistance Program
- **Police** – WA Association of Sheriffs and Police Chiefs (WASPC) Accreditation
- **Police, Fire, Custody-Jail** – Lexipol (Initial subscription and Annual Daily Training Bulletins)
- **Police or 911 Communications** – Commission on Accreditation for Law Enforcement Agencies (CALEA)\*
- **Public Works** – American Public Works Association (APWA) Accreditation

### GROUP CERTIFICATIONS

- **911 Communications** – EMS Online Dispatch Training (Certifications or Re-Certifications)
- **911 Communications** – International Association of Emergency Dispatch (IAED) Training (Certification or Re-Certifications)
- **Administration** – AWC Elected Officials Essentials Webinar Series
- **Administration** – Cyber Security Awareness Online Training
- **Fire** – International Academies of Emergency Dispatch (IAED) Emergency Fire Dispatcher Training Certifications or Re-Certifications
- **Fire** – Emergency Vehicle Incident Prevention (EVIP)
- **Police** – Emergency Vehicle Operator Course (EVOC)
- **Personnel** – AWC Webinar-WA Paid Family & Medical Leave
- **Personnel** – Summit Law Group Webinars
- **Police** – Emergency Vehicle Operator Course (EVOC)
- **Police** – Fire Arms Simulations Training (FATS or PRISim)
- **Police** – International Academies of Emergency Dispatch (IAED) Emergency Police Dispatcher Training (EPD) Certifications or Re-Certifications
- **Public Works** – Flagger Certification or Re-Certification-Onsite Exclusive Training

### INDIVIDUAL CERTIFICATIONS

- **911 Communications** – APCO Registered Public Leader (RPL)
- **911 Communications** – APCO-NENA WA Forums
- **911 Communications** – International Association of Emergency Management (IAEM) Certified Emergency Manager (CEM)
- **911 Communications** – NENA Emergency Number Professional (ENP)
- **Administration** – Certified Information Systems Security Professional (CISSP)
- **Administration** – MRSC Webinar-A Legislative Deep Dive-2019 Labor, Housing and Privacy Bills

## INDIVIDUAL CERTIFICATIONS

- **Administration** – MRSC Webinar-Affordable Housing and Homelessness Series, Part 1 of 3-Limitations of Homelessness Enforcement
- **Administration** – MRSC Webinar-Affordable Housing and Homelessness Series, Part 2 of 3-Legal Considerations and Case Studies in Affordable Housing
- **Administration** – MRSC Webinar-Crisis Communications-How to Respond Effectively When the Public is Watching
- **Administration** – MRSC Webinar-Ethical Considerations for Local Government Officials and Staff
- **Administration** – MRSC Webinar-Land Use Case Law Update-Summer 2019
- **Administration** – MRSC Webinar-PRA and OPMA Case Law Update
- **Administration** – NW Safety Consultants-Behind the Wheel Driver Skills Course
- **Administration** – WMCA Fall Academy
- **Administration** – WMCA Spring (aka Advanced) Academy
- **Administration** – WMCA NW Clerks Institute Professional Development (I, II, III & IV)
- **Land Use/Planning** – American Planning Association (APA) WA Chapter-Planning for Temporary Encampments
- **Land Use/Planning** – ICC Code Specialist
- **Land Use/Planning** – ICC Permit Technician Certification
- **Land Use/Planning** – ICC Property Maintenance Housing Inspector Certification
- **Land Use/Planning** – ICC Zoning Inspector Certification
- **Land Use/Planning** – PAW Annual Conference
- **Land Use/Planning** – PAW Boot Camps
- **Land Use/Planning** – WA Association of Building Officials (WABO) Annual Education Institute (Cost of registration for 1 day)
- **Land Use/Planning** – WA Association of Code Enforcement (WACE) Spring Training Conference
- **Land Use/Planning** – WA State Association of Permit Technicians (WSAPT) Spring & Fall Conferences
- **Parks** – Aquatic Facility Operator Certification (AFO)
- **Parks** – Certified Parks and Recreation Professional or Executive (CPRP)
- **Parks** – Certified Playground Safety Inspector (CPSI)
- **Parks** – International Society of Arboriculture (ISA) Tree Risk Assessment Qualification
- **Parks** – International Society of Arboriculture (ISA) Certifications
- **Parks** – INPRA Pacific Northwest Resource Management School
- **Parks** – NSPF Certified Pool Operator (CPO)
- **Parks** – Washington State Association of Senior Centers (WSASC) Annual Conference
- **Parks** – WSU Integrated Pest Management (IPM) Program
- **Personnel** – AWC Labor Relations Institute (LRI)
- **Personnel** – DES Crucial Conversations
- **Personnel** – DES Fierce Conversations
- **Personnel** – DES Leading Others
- **Personnel** – DES Leading Teams
- **Personnel** – DES Steps to Becoming a Supervisor
- **Personnel** – DES Supervision Essentials-Phase II
- **Personnel** – Northwest Leadership Seminar
- **Personnel** – WAPELRA Fall Conference

## INDIVIDUAL CERTIFICATIONS

- **Personnel** – 2019 WAPELRA Autumn Training
- **Personnel** – 2019 WAPELRA Spring Training
- **Police** – Criminal Justice Training Commission (CJTC) NW Law Enforcement Command College, Course #4320
- **Police** – Criminal Justice Training Commission (CJTC) NW Law Enforcement Command College Executive Training Day, Course #4341
- **Police** – Criminal Justice Training Commission (CJTC) Blue Courage Academy-Train the Trainer, Course #1992
- **Police** – Criminal Justice Training Commission (CJTC) Blue Courage Workshop
- **Police** – Criminal Justice Training Commission (CJTC) Law Enforcement Records
- **Police** – Criminal Justice Training Commission (CJTC) Property & Evidence Officer
- **Police** – Criminal Justice Training Commission (CJTC) First Level Supervision
- **Police** – Criminal Justice Training Commission (CJTC) Pre-Supervisors
- **Police** – Criminal Justice Training Commission (CJTC) Middle Management
- **Police** – LEIRA Public Disclosure-Advanced
- **Police** – LEIRA Public Disclosure-Beginner
- **Police** – Law Enforcement: Verbal S.W.A.T. Strategies with Authority and Tact
- **Public Works** – APWA Certified Public Fleet Professional (CPFP)
- **Public Works** – APWA Certified Public Infrastructure Inspector (CPII)
- **Public Works** – APWA Certified Stormwater Manager (CSM)
- **Public Works** – APWA Northwest Public Works Institute – 3 Part Series
- **Public Works** – APWA CAEC Pro – Back to Contract Basics
- **Public Works** – International Municipal Signal Association Certification Programs (IMSA)
- **Public Works** – National Stormwater Center – Certified Stormwater Inspector-Municipal
- **Public Works** – Flagger Certification/Re-Certification



1610 S. Technology Blvd, Suite 100 | Spokane, WA 99224 | T. 800-462-8418 | F. 509-747-3875 | www.enduris.us

# Membership Application

Date Submitted \_\_\_\_\_ Proposed Effective Date \_\_\_\_\_

## General Information

Entity Name: Puget Sound Emergency Radio Network (PSERN)

Street Address, City, Zip: \_\_\_\_\_

Mailing Address, City, Zip: \_\_\_\_\_

County: King

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Expiring Insurance Carrier None

Expiring Insurance Premium \$0.00

What is the reason(s) this district decided to join Enduris? \_\_\_\_\_

## Elected/Appointed Officials

Total # Elected Officials         

Total # Appointed Officials         

Please list all elected/appointed officials. Attach a separate sheet if necessary.

1) Name _____	Position _____
Address _____	Phone & Fax _____
City, State, Zip _____	E-Mail _____

2) Name \_\_\_\_\_ Position \_\_\_\_\_  
 Address \_\_\_\_\_ Phone & Fax \_\_\_\_\_  
 City, State, E-Mail \_\_\_\_\_  
 Zip \_\_\_\_\_

3) Name \_\_\_\_\_ Position \_\_\_\_\_  
 Address \_\_\_\_\_ Phone & Fax \_\_\_\_\_  
 City, State, E-Mail \_\_\_\_\_  
 Zip \_\_\_\_\_

4) Name \_\_\_\_\_ Position \_\_\_\_\_  
 Address \_\_\_\_\_ Phone & Fax \_\_\_\_\_  
 City, State, E-Mail \_\_\_\_\_  
 Zip \_\_\_\_\_

5) Name \_\_\_\_\_ Position \_\_\_\_\_  
 Address \_\_\_\_\_ Phone & Fax \_\_\_\_\_  
 City, State, E-Mail \_\_\_\_\_  
 Zip \_\_\_\_\_

6) Name \_\_\_\_\_ Position \_\_\_\_\_  
 Address \_\_\_\_\_ Phone & Fax \_\_\_\_\_  
 City, State, E-Mail \_\_\_\_\_  
 Zip \_\_\_\_\_

**AGENT TO RECEIVE CLAIMS (RCW 4.96.020):**

Is the district compliant with RCW 4.96.020? Has the district filed an appointment of an agent to receive claims with the county Auditor’s office? Yes  No

If no, please go to [enduris.us/claims/agent](http://enduris.us/claims/agent) to receive claims for more information.

As a means of communication, Enduris provides a copy of the members’ annual report to each member (district/entity) and a copy for each governing board member. If you would like to increase or decrease the quantity, please indicate that amount \_\_\_\_\_

**Operations**

Total annual Labor & Industry Hours   
 (Even if zero)

# Full Time Employees  # Part Time Employees  # Volunteers

#Elected Officials  Elected to your governing board  
#Appointed Officials  Appointed to your governing board

Total current budget  Net operating budget (do not include capital improvements or debt payment)  
Total annual payroll  Gross salaries (do not include benefits)

Have you had a reduction in work force or terminated an employee in the last three years? Yes  No

If yes, please explain? \_\_\_\_\_

Was it amicable and reciprocal? Yes  No

## Tenants

Do you have tenants for any property or buildings you own? Yes  No

If yes, how many?

## Vans

Does the district have any vans? Yes  No

What is the purpose/use of the van? \_\_\_\_\_

Do you routinely transport non-employees? Yes  No

Do you travel more than 25 miles from your headquarters? Yes  No



<sup>3</sup> **Replacement Cost** – Enduris will pay for the cost to replace the entire covered vehicle and its equipment at the time of loss with a comparable like kind and quality vehicle and comparable like kind and quality attached equipment.

<sup>4</sup> **Stated Value** – Enduris will pay for the cost or repairing the damaged or stolen property with a part or parts of like kind in quality, without deduction or depreciation, up to and including the stated insured value.











**Property Information Form (information required by excess property underwriters)**

Please complete one form for EACH property location you wish to add. Make additional copies of form if necessary.

**Member:** \_\_\_\_\_ **#:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Property Description: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Select one: Own  Lease  Home Office

Building Replacement Cost per Marshall & Swift Construction

Structure Value: \$ \_\_\_\_\_ Contents Value: \$ \_\_\_\_\_

Select *one* construction type only:

Class	Construction Type	Square Footage	Class	Construction Type	Square Footage
A	Non Comb Steel Frame	_____	CB	Concrete Block	_____
B	All Reinforced Concrete	_____	D	Wood Frame	_____
C	Masonry Const/Wood Roof	_____	FR	Fire Resistive	_____
C1	Masonry Const/Non-Comb Roof	_____	M	Mixed Non-Comb/Comb	_____
C3	Concrete Block/Non-Comb Roof	_____	S	All Steel	_____
C4	Concrete Block/Comb Roof	_____			

**Building Information**

Number of Stories	_____
Year Built	_____
Occupancy *	_____
Year Last Appraised	_____ / \$
Entry Alarm	Y / N
Fire Alarm	Y / N
Sprinklers _____ %	Y / N

**\* Occupancy** some examples include

- Fire Station
- Industrial
- Park & Recreation
- Office/Admin.
- Residential
- Library
- Parking Garage
- Retail

**If New Construction, Begin**

**Date:** \_\_\_\_\_

**Notes/Comments:** \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_





Crime coverage is optional and may be obtained in two different forms – **Blanket** and **Named Position**. The difference between Blanket and Named Position coverage is just as it appears. Named Position covers loss by the employee(s) listed, while Blanket covers loss by *any* employee or volunteer.

Government **CRIME** Policy includes the following coverages:

- Employee Theft – Per Loss Coverage
- Forgery or Alteration
- Inside the Premises – Theft of Money and Securities
- Inside the Premises – Robbery & Safe Burglary of Other Property
- Outside the Premises (Money, Securities and Other Property)
- Computer Fraud
- Funds Transfer Fraud
- Money Orders & Counterfeit Money

BLANKET		NAMED POSITION	
Available limits and associated costs		Available limits and associated costs	
Limit	PY 2021 Rate	Limit	PY 2020 Rate
\$2,500	\$0	5,000	75
5,000	75	7,500	85
10,000	130	10,000	110
25,000	195	25,000	130
50,000	390	50,000	195
100,000	530	75,000	225
250,000	855	100,000	260
350,000	985	250,000	530
500,000	1,175	500,000	855
750,000	1,770	1,000,000	1,695
1,000,000	2,350		

**Blanket Coverage Amount** \$ \_\_\_\_\_

**Named Position Coverage:**

Name	Position	Amount
_____	_____	\$ _____
_____	_____	\$ _____

\_\_\_\_\_ \$ \_\_\_\_\_  
**Entity Name:** \_\_\_\_\_

# Prior Acts Coverage

---

Insurance jargon can be very confusing, but Prior Acts coverage is an important concept to understand. Prior Acts coverage may be appropriate if your current Errors and Omissions, and Employment Practice Liability policies are "claims-made" policies. In a "Claims-Made" insurance policy, the insurer agrees to pay all claims that happen AND are presented during the policy period.

In an "Occurrence" form, claims are considered for incidents which occur during the policy period covered, regardless of when they are reported. When changing from a "Claims-Made" to an "Occurrence" policy there can be a gap in coverage if the incident occurred in a prior policy period but is not reported until a subsequent policy period.

## EXTENDED REPORTING PERIOD

You should be able to purchase an "extended reporting period" for your claims-made policy through your old carrier. The Washington State Insurance Commissioner requires your prior carrier to provide you a quote for this coverage. However, that does not mean the quote will be reasonably priced.

## WE CAN FIX THAT PROBLEM

Enduris has coverage available to cover this gap with Prior Acts Coverage. Please review the Errors and Omissions, Employment Practices or Management Liability section of your prior policy. If your policy states the coverage is "Claims-Made," then be sure to ask for prior acts coverage. You may request **Basic Limits** of Prior Acts Coverage at no additional cost to your district. **Basic Limits** match your expiring policy limits, up to \$10,000,000 per year for each of the prior 3 years. We can quote additional limits at your request.

***Your prior policy Declaration Page must accompany your request for coverage.***

**If you are in need of prior acts coverage, please include your prior Declaration Sheet (DEC)** (first page of your current Errors & Omissions, EPL or Management Liability policy).

- Yes**, our prior policy is "Claims-Made" and we would like to include the Basic Limits of Prior Acts Coverage that Enduris includes at no additional cost.
- Yes**, we are interested in a quote for Prior Acts Coverage in addition to the **Basic Limits**

included above. A representative from Enduris will contact you.

**DEC sheet enclosed**

**I am not interested in Prior Acts Coverage.**

**If you are not interested in Prior Acts coverage please read and sign the following:**

I understand the information provided regarding Prior Acts and **OPT NOT** to purchase this coverage.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
District Name

\_\_\_\_\_  
Date

# Declaration

---

1. Is any person or entity proposed for coverage aware of any fact or circumstance or any actual or alleged act, error or omission, at the date this application is signed, which might give rise to a claim that would fall within the scope of the proposed coverage?

Yes \_\_\_ No \_\_\_ If "yes" please attach details.

2. Does any director, officer, manager, supervisory, employee or partner have knowledge of any circumstances, at the date this application is signed, which could reasonably give rise to a claim or any reasonable way to foresee that a claim may be brought?

Yes \_\_\_ No \_\_\_ If "yes" please provide a full description of any circumstances.

3. Has the entity or any person representing the entity been sued in the last three (3) years?

Yes \_\_\_ No \_\_\_ If "yes" please attach details.

4. Are there any current employee issues that may lead to a claim?

Yes \_\_\_ No \_\_\_ If "yes" please attach details.

5. Are there any other property and/or liability insurance policies you buy outside of Enduris?

Yes \_\_\_ No \_\_\_ If so, please list them on a separate sheet.

To the best of my knowledge and belief, the information provided in connection with this application is true and there are no material facts withheld. I acknowledge any information withheld may void coverage.

## NOTICE

I understand that the signing of this application does not bind me to complete the intergovernmental contract, but agree that should an intergovernmental contract be signed, this application and the statements herein contained shall form the basis of and become a part of the coverage document and intergovernmental contract.

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Signature of Authorized  
Representative

---

District Name

---

Print Name

---

Date

---

Title

**Return completed application to:**

Enduris  
1610 S. Technology Blvd, Ste. 100  
Spokane, WA 99224