



King County

King County
Meeting Agenda

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

King County Ferry District

*Boardmembers: Julia Patterson, Chair; Jane Hague, Vice Chair; Dow Constantine,
Reagan Dunn, Bob Ferguson, Larry Gossett, Kathy Lambert, Larry Phillips,
Pete von Reichbauer*

Southwest Conference Room

March 31, 2008

11:30 AM

SPECIAL MEETING

1. **Call to Order**
2. **Roll Call**
3. **Approval of Minutes of February 11, 2008**

Discussion and Possible Action

4. **FD Resolution No. FD2008-07**

A RESOLUTION authorizing membership with the Washington Governmental Entity Pool (Enduris) for the purposes of providing liability and property insurance for the district, ratifying the board's action authorizing the chair to sign an interlocal agreement and accepting a memorandum of insurance coverages under the agreement.

5. **Adjournment**



*Sign language and communication material in alternate formats can be arranged given sufficient notice (296-1000).
TDD Number 296-1024.*

ASSISTIVE LISTENING DEVICES AVAILABLE IN THE COUNCIL CHAMBERS.





Signature Report

March 26, 2008

FD Resolution

Proposed No. FD2008-07.1

1 A RESOLUTION authorizing membership with the
2 Washington Governmental Entity Pool (Enduris) for the
3 purposes of providing liability and property insurance for
4 the district, ratifying the board's action authorizing the chair
5 to sign an interlocal agreement and accepting a
6 memorandum of insurance coverages under the agreement.

7

8 **STATEMENT OF FACTS**

9 1. The King County Ferry District was established by the King County
10 council in April, 2007. As authorized by RCW 36.54.110, the ferry
11 district is a municipal corporation, an independent taxing authority within
12 the meaning of Article VII, section 1 of the state Constitution, and a taxing
13 district within the meaning of Article VII, section 2 of the state
14 Constitution.

15 2. On January 28, 2008, the Ferry District adopted Resolution FD2008-
16 05, which authorized the chair to enter into an agreement with the
17 Washington Governmental Entity Pool (Enduris) to purchase public

18 officials liability, employment practices liability, general liability and auto
19 liability insurance coverages.

20 3. The King County Ferry District is authorized by chapter 36.54 RCW
21 and chapter 39.34 RCW to join with other governmental entities of the
22 State for the purposes of providing liability insurance for the district;

23 BE IT RESOLVED BY THE KING COUNTY FERRY DISTRICT:

24 SECTION 1. A. The form of the Intergovernmental Entity Pool ("IGC"),
25 Attachment A to this resolution, is hereby approved.

26 B. The chair of the King County Ferry District is hereby authorized to execute
27 the IGC in substantially the form attached.

28 SECTION 2. If any provision of this resolution or agreements authorized herein
29 on behalf of the district is declared by any court of competent jurisdiction to be contrary
30 to law, the provision is null and void and deemed separable from the remaining
31 provisions to assure continuous insurance coverage for the King County Ferry District.

32

KING COUNTY FERRY DISTRICT
KING COUNTY, WASHINGTON

Julia Patterson, Chair

ATTEST:

Anne Noris, Clerk to the Board

Attachments A Washington Governmental Entity Pool IGC

Washington Governmental Entity Pool

Intergovernmental Contract (IGC)



**INTERGOVERNMENTAL CONTRACT
FOR
WASHINGTON GOVERNMENTAL ENTITY POOL**

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INTERGOVERNMENTAL CONTRACT
FOR
WASHINGTON GOVERNMENTAL ENTITY POOL

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

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

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

ARTICLE 1. NAME OF ENTITY. The name of the entity created herewith shall be Washington Governmental Entity Pool.

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

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

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

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

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

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

1. Act "Act" shall mean such Acts of the state of Washington, pursuant to which this Pool is organized, as the same may be amended from time to time.
2. Executive Director "Executive Director" shall mean the individual or entity designated by the Board to supervise the administration of the Pool and to perform such additional duties as shall be delegated by the Board.
3. Agreement "Agreement" shall mean this Intergovernmental Contract for the Washington Governmental Entity Pool and all of the counterparts subsequently executed.
4. Board "Board" shall mean the Board of Directors of the Washington Governmental Entity Pool.
5. Contribution "Contribution" shall mean that amount necessary to provide coverage to a Member for a one (1) year period including those amounts necessary to operate and manage the Pool as determined by the Board.
7. Member "Member" shall mean an Entity participating in the Washington Governmental Entity Pool by executing this Agreement.
8. Memorandum of limits and Coverage "Memorandum of Coverage" shall mean the coverage deductibles as outlined in the Appendix and subsequent amendments thereto.
9. Pool "Pool" shall mean the Washington Governmental Entity Pool, an unincorporated association of all of its Members.

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

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

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

1. To promptly report to the Pool any incident which could result in a claim being made by or against the Member within the Memorandum of Coverage.
2. To cooperate with and institute to the degree possible all loss prevention procedures established by the Board or the Executive Director pursuant to this Agreement.
3. To provide to the Pool such information as needed for rating purposes, including but not limited to a budget legally adopted by the Member for any fiscal year of the Member requested by the Pool.
4. To provide representatives of the Pool access to all records, including financial records and/or properties of the Member provided the Pool or the Executive Director determines the information or access is necessary.
5. To cooperate with the Pool's attorneys, claims adjusters, the Executive Director and any employee, officer or subcontractor relating to the purpose and powers of the Pool.
6. To allow attorneys and others employed by the Pool to represent the Member in investigation, settlement and all levels of litigation arising out of any claims made against the Member within the Memorandum of Coverage furnished by the Pool.
7. To pay when due all Contributions, deductibles and/or co-payments due or required pursuant to this Agreement.

ARTICLE 5. BOARD OF DIRECTORS.

1. Administration and Management of the Pool. The administration and management of the Pool shall be governed by a Board of seven (7) directors; however, the Pool's Executive Director shall be a nonvoting member of the Board
2. Directors' Qualifications. Directors shall be either:
 - a. Elected or appointed officials of a Pool Member;
 - b. Employees of a Pool Member; or
 - c. Volunteer of a pool member.
3. Eligibility and Vacancies. Should the number of directors become less than seven (7) due to disqualification, death, incompetence, resignation or other cause, the remaining directors shall appoint a person or persons to fill such vacancy or vacancies for the unexpired term(s) thereof so that a Board of seven (7) persons shall be maintained. Any director may resign by sending a notice of his resignation to the Chair of the Board.
4. Election and Term of Directors. Directors shall be elected in accordance with the terms of the Bylaws. Directors so elected shall serve for a three (3) year term or until such new directors are elected. Members may nominate candidates for the terms to be filled according to rules to be promulgated by the Board. Each Member shall have one (1) vote which shall be cast either in person or by mail. There shall be no prohibition on election to successive terms, and election shall be by a majority of those Members voting.

5. Meetings of the Board of Directors. Meetings of the Board shall be held at least four times per year at such time as it shall prescribe. Any item of Pool business may be considered at such meetings. Special meetings may be called in the manner set forth in the Bylaws of WGEP as promulgated by the Board.
6. Executive Committee. The Executive Committee shall consist of the Chair, Vice-Chair, and the Secretary/Treasurer. The Executive Committee shall inform and direct the Executive Director on Board policy and shall exercise powers for and on behalf of the Board as it deems necessary for the prudent operation and management of the Pool until matters requiring Board action are considered at the next Board meeting.
7. Directors' Reimbursement. The directors shall be entitled to reimbursement of actual expenses incurred in the pursuit of Pool business.
8. Officers. By majority vote, the Board, at its first regular meeting of each fiscal year, shall select from the directors a chair, vice-chair, secretary/treasurer as prescribed in the Bylaws.

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

1. Govern the Pool, receive Members' Contributions to the Pool, and settle and pay claims and loss adjustment expenses on behalf of its Members.
2. Make and enter into contracts to conduct and operate the business of the Pool, including, but not limited to, the execution of a management services agreement.
3. Employ agents.
4. Incur debts, liabilities and obligations, but no debt, liability or obligation so incurred shall be the debt, liability or obligation of any Member to this Agreement.
5. Sue or be sued in its own name, and prosecute and defend claims.
6. Acquire, hold or dispose of personal and real property.
7. Advise Members on loss control guidelines and procedures, and provide them with risk management services, loss control and risk reduction information.
8. Purchase reinsurance and/or excess insurance and enter into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and/or the Pool itself.
9. Invest Pool funds in securities and investments in a prudent and lawful manner.
10. Promulgate policies and regulations for the general operation of the Pool.
11. Take such action as is necessary to terminate the participation of any Member that fails to comply with the reasonable requirements of the Board concerning contractual obligations.

12. Provide surety and/or fidelity bonds, as may be available, for directors, officers and all persons charged with the custody or investment of Pool monies.
13. Appoint an Executive Director who will provide for the management and operation of any joint self-insurance pool established by the organization.
14. Provide insurance coverage for those claims which the organization plans to jointly self-insure, such coverage to be effective only in the event of the exhaustion of the joint self-insurance pool's resources for a given fiscal period.
15. Establish deductibles and/or limits to any coverage that is provided.
16. Provide an annual report of the operations of the organization to the participating entities, the state risk manager and the state insurance auditor's office.
17. Contract or otherwise provide for risk management and loss control services.
18. Contract or otherwise provide legal counsel for the defense of claims and/or other legal services.
19. Consult with the state insurance commissioner and/or the state risk manager.
20. Jointly purchase insurance coverage in such form and amount as the organization's participants may by contract agree.
21. Establish an associate membership program pursuant to guidelines issued by the State Risk Manager and Chapter 48.62 RCW.
22. Possess any other powers and perform all other functions reasonably necessary to carry out the purposes of this Agreement.

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

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

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

1. Use reasonable and ordinary care in the exercise of their duties hereunder.
2. Be afforded all of the privileges and immunities that attach generally to governmental officers.

