


**WHATCOM COUNTY**  
**CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202503014

Originating Department:		85 Health and Community Services	
Division/Program: (i.e. Dept. Division and Program)		8540 Environmental Health / 854080 Solid Waste	
Contract or Grant Administrator:		Jennifer Hayden	
Contractor's / Agency Name:		Whatcom County Fire District 19	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):		ALN#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	Contract Cost Center:		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input type="checkbox"/>		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Goods and services provided due to an emergency.	
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b>	
\$1.00 paid annually to Whatcom County		<ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.</li> </ol>	
Summary of Scope: This lease agreement outlines the roles and responsibilities for leasing property located at 9186 Mt Baker Highway.			
Term of Contract:	5 Years	Expiration Date:	12/31/2030
Contract Routing:	1. Prepared by:	J. Thomson	Date: 01/29/2025
	2. Health Budget Approval	CR	Date: 01/30/2025
	3. Attorney signoff:	Christopher Quinn	Date: 1/29/2025
	4. AS Finance reviewed:	bbennett	Date: 02/26/2025
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Executive Contract Review:		Date: 3/17/2025
	8. Council approved (if necessary):	AB2025-197	Date: 03/11/2025
	9. Executive signed:		Date: 3/17/2025
	10. Original to Council:		Date:



## Memorandum

**TO:** Satpal Sidhu, County Executive  
**FROM:** Charlene Ramont, Assistant Director  
**RE:** Whatcom County Fire District 19 – Glacier Solid Waste Site Lease Agreement  
**DATE:** MARCH 13, 2025

---

Attached is an interlocal agreement between Whatcom County and Whatcom County Fire District 19 for your review and signature.

### ■ Background and Purpose

This agreement outlines the roles and responsibilities for Whatcom County Fire District 19 (District) for leasing a 2.26-acre, County-owned property, located at 9186 Mt Baker Highway. The property previously operated a solid waste drop box facility, which closed in April 1990 due to rising operational costs and minimal use. The site has a permitted septic system and an unpermitted well, is currently valued at \$67,800. The County does not anticipate using the site for any regular solid waste handling activities.

The District serves the community of Glacier and Mt Baker Highway until just east of Maple Falls. The District has expressed interest in acquiring the property, which is 2.2 miles west of Station 96, to use for storage of equipment and training purposes, as their current property, at just over one-third acre, is too small for their current operations.

The site has potential to serve as a location for temporary debris management in the event of a debris-causing disaster affecting the areas of Glacier and Maple Falls, such as an earthquake or volcanic eruption. However, the population that could feasibly be served by this site is small; Glacier has a population of under 300 people. While the Kendall community has a larger population, the distance to the Glacier Drop Box Facility property is more than 10 miles, and its size would potentially limit the amount of debris that could be stored there.

This request has been brought to the County's Property Maintenance Committee for discussion and recommendation. The Public Works Department has no immediate or identified future need for the property. The Parks Department assessed the property's potential to support the Bay to Baker Trail, and found that it would not be useful. The Committee supports the County leasing the property to the District for its immediate needs to better serve its community and the Solid Waste Advisory Committee approved the language in the lease at their December 4, 2024 meeting.

### ■ Funding Amount and Source

The District will pay the County an annual rent payment of \$1.00. All real property lease agreements require Council authorization, per WCC 3.08.100

Please contact Jennifer Hayden, Environmental Health Supervisor at 360-778-6036 ([JHayden@co.whatcom.wa.us](mailto:JHayden@co.whatcom.wa.us)) if you have any questions.

Encl.



**Whatcom County Contract No.**

202503014

## LEASE AGREEMENT

THIS LEASE Agreement ("Lease") is made this 12<sup>th</sup> day of March, 2025, and entered into by and between WHATCOM COUNTY, a Washington Municipal Corporation, hereinafter called the "County," and Whatcom County Fire District #19, hereinafter called the "Tenant."

WHEREAS, County owns property located at 9186 Mt. Baker Hwy, which was acquired in 1975; and

WHEREAS, the property was used until 1990 for a solid waste drop-box facility; and

WHEREAS, this property is part of the Solid Waste Program of the Heath and Community Services Department; and

WHEREAS, Whatcom County Fire District #19 has inquired about the lease of the property for the purposes of using the property for storage of equipment and training purposes; and

WHEREAS, the County's Heath and Community Services Department is supportive of leasing the property to Whatcom County Fire District #19, as the property has not been utilized for over 30 years and it does not anticipate using the site for any regular solid waste handling activities; and

NOW THEREFORE, the County, in consideration of \$1.00 per year, and the terms, conditions, covenants and performances contained herein, **MUTUALLY AGREES** with Tenant that:

The County does hereby lease to the Tenant and Tenant does hereby lease from the County the premises (the "Leased Premises"), designated by the Whatcom County Assessor as tax parcel number 390602 381460 0000, consisting of 2.26 acres and the existing improvements, and is legally described in Exhibit A.

**1. TERM.** The term of this Lease shall be for five (5) years commencing the date of execution of this Lease by the Whatcom County Executive, and shall terminate on the last day of the fifth complete year following commencement, unless renewed and extended as provided for herein ("Lease Term").

**2. USE OF PREMISES.** County and Tenant agree that the Leased Premises shall be maintained and may only be used as set forth in this Section 2 of this Lease. No other use than those identified herein is permitted without the prior written approval of the County. The Tenant hereby agrees to hold the County harmless from all claims or suits resulting from the Tenant's failure to comply with such requirements provided herein.

**2.1 Tenant Use.** Tenant may use the Leased Premises for storage of equipment and training purposes in compliance with the provisions of this Lease.

**2.2 Maintenance.** Tenant will maintain, at its sole cost and expense, the Leased Premises in a good and organized condition, including, without limitation, free of trash, debris, and unused equipment.

**2.3 Improvements.** Tenant may not construct permanent structures on the Leased Premises. Non-permanent structures may be placed on the Leased Premises with County's prior written consent.

**2.4 Management Responsibility.** Tenant is responsible for the planning, management, and carrying out of Tenant's operations on the Leased Premises. Tenant will pay all expenses, fees, and charges Tenant incurs in the process of maintaining and using the Leased Premises.

**2.5 Permits/Licenses** It shall be the Tenant's responsibility to obtain any and all necessary permits and licenses related to District's use of the Property pursuant to this Lease, including but not limited to a



conditional use permit. Landlord shall bear no responsibility therefor. Tenant shall promptly notify County of the fact that it has obtained the necessary permits and licenses.

**2.6 Storage.** Tenant may not store any materials that may be hazardous or that may cause damage to the Leased Premises (other than fuel for equipment). Tenant is responsible for the security of equipment, supplies or any other personal property stored on the Leased Premises. The County will not be liable for any claims arising from theft, loss, or damage of personal property left or stored on the Leased Premises. **Tenant is responsible for any and all environmental damage as a result of the tenant's equipment that is being stored on the parcel.**

**2.7 Compliance with Law.** Tenant will at Tenant's expense comply with all laws, including, without limitation, environmental, labor, employment, and occupational safety laws, applicable to Tenant's operations on the Leased Premises.

**2.8 Inspection.** The County may enter onto the Leased Premises at any reasonable time to inspect the Leased Premises and for the purpose of taking any other action County believes is appropriate to confirm Tenant's compliance with this Lease or protect County's interest in the Leased Premises.

### **3. OTHER PROPERTY MATTERS**

**3.1 No Representations.** The County makes no representations or warranties to Tenant about the Leased Premises. Tenant accepts the Leased Premises on an "as-is" basis as of the date of occupancy, subject to any easements, servitudes, rights of way, or other land rights.

**3.2 Liens and Encumbrances.** Tenant will not incur, create, or assume any lien or encumbrance on any portion of the Leased Premises except any liens or encumbrances created under this Lease.

**3.3 Taxes.** Tenant is responsible for all tax returns and payments arising from Tenant's occupation and use of the Leased Premises, including without limitation, income, sales and personal property taxes.

**3.4 Removal of Portable Equipment and Buildings.** The County shall not be responsible for personal property owned by the Tenant. Tenant shall have the right to remove from the Leased Premises its personal property, including any portable equipment or buildings which the Tenant owns. Such removal must be done within 120 days following termination of the Lease, unless additional time is granted in writing. If such personal property is not removed, it shall be considered abandoned and the property of County thereafter.

**4. RENEWAL.** If Tenant is not in default of this Lease within sixty (60) days of the end of its term, the County may at its sole discretion renew the Lease for an additional term of up to five (5) years, subject to additional conditions.

**5. TERMINATION:** Either party may terminate this Lease without cause by giving written notice to the other party at least one hundred eighty (180) days in advance of the effective date of termination.

**6. HOLDING OVER.** In the event Tenant shall hold over or remain in possession of the Leased Premises with or without the consent of County after the expiration of the stated term of this Lease, or any written extension or renewal of the term of this Lease, such holding over or continued possession shall create a periodic tenancy for month to month, upon the same terms and conditions as are herein set forth, to the extent said terms and conditions apply.

**7. RENT FOR LEASE TERM.** The Tenant covenants and agrees to pay in U.S. funds only, at County's address set forth below, an annual rental payment of \$1.00 (One US Dollars and no cents), on or before June 30<sup>th</sup> of each year during the term of this Lease.



Rent will be paid during the entire term of this Lease at the address designated by County. In no event shall the rent be less than the aforementioned amount.

County and Tenant agree that Tenant, upon execution hereof, has handed to County the sum of \$1.00 as rent for the first year of this Lease starting on March 12, 2025.

**8. TRANSFER OF INTEREST.** Tenant shall not sublet or assign any or all of the Leased Premises without the prior written consent of County, which consent shall not be unreasonably withheld, delayed, or conditioned. This Lease shall be binding upon the heirs, assigns, and successors of both parties. If County should sell or otherwise transfer title to the Leased Premises, County shall do so subject to the provisions of this Lease.

**9. HOLD HARMLESS/INDEMNIFICATION.** Tenant, its successors and assigns, will protect, save, and hold harmless County and its authorized agents and employees from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of Tenant, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities authorized by this Lease or any amendments hereto. Tenant further agrees to defend County, its agents or employees in any litigation, including payment of any costs or attorneys' fees, for any claims or action commenced, arising out of, or in connection with acts or activities authorized by this Lease or any amendments hereto, whether those claims, actions, costs, damages, or expenses result from activities of persons or livestock occurring on or off the Leased Premises. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of County or its authorized agents or employees; PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) County, its agents or employees and (b) Tenant, its agents, sublessees, or employees, and involves those actions covered by Ch. 4.24.115 RCW, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Tenant or Tenant's agents, employees.

**10. GENERAL INSURANCE REQUIREMENTS.** Tenant shall, at all times during the term of the Lease, at its cost and expense, buy and maintain insurance of the types and amounts listed below:

- A. General liability coverage: \$2,000,000 per occurrence for both property damage and bodily injury.
- B. Worker's Compensation Coverage as required by the Industrial Insurance laws of the State of Washington.

Failure to buy and maintain the required insurance may result, at County's option, in default of this Lease. By requiring insurance herein, County does not represent that coverage and limits will be adequate to protect Tenant, and such coverage and limits shall not limit Tenant's liability under the indemnities granted to County in this Lease. The limits of insurance may be increased by County, as deemed necessary, but only within commercially reasonable grounds.

Whatcom County, its official, agents, and employees shall be named as additional insured by endorsement on all general liability, excess and umbrella insurance policies required under this Lease.

**11. PERSONAL PROPERTY.** County shall not be liable in any manner for, or on account of, any loss or damage sustained to any personal property of whatsoever kind, including any machinery or equipment operated, stored, kept or maintained on or about the Leased Premises. Upon termination of this Lease or upon abandonment of the Leased Premises by Tenant, County or its agent may remove all personal property of Tenant from the Leased Premises at Tenant's expense and dispose of it in any manner County deems appropriate.

**12. DEFAULT, TERMINATION OR ABANDONMENT.** Tenant shall be in default immediately upon the breach of any material covenant in this Lease.

**12.1 Notice of Default:** At any time after the occurrence of a default or defaults under this Lease or any amendments hereto, and while any such default remains unremedied, County shall have the option of giving notice in writing of its intention to terminate this Lease by personal service upon or by written notice directed to Tenant. Such notice of intention to terminate shall specify the default or defaults then outstanding. Waiver or acceptance of any default of the terms of this Lease by County shall not operate as a release of Tenant's responsibility for any prior or subsequent default.

**12.2 Termination and Extension:** After the expiration of 90 days from the giving of such notice in the case of default, if one or more defaults described in such notice then remain unremedied, this Lease shall terminate without further notice, and all rights of Tenant shall cease. County may in writing, at its option, extend the above period, if in the judgment of County an extension is justified.

**12.3 Multiple Defaults:** If Tenant defaults in any regard on this Lease, the third and any subsequent default shall be deemed "non-curable" and the Lease may be terminated by County on thirty (30) days' notice.

**12.4 Disposition of Improvements:** Upon receipt of a written notice of termination of this Lease, Tenant shall have 120 days to remove all its property and any improvements from the Leased Premise.

**12.5 Vacation of Premises:** Upon termination of this Lease, Tenant shall cease its operations on and/or use of the Leased Premises. In the event Tenant fails to vacate the Leased Premises on the date of termination, Tenant shall be liable for any and all costs to County arising from such failure.

**12.6 Abandonment:** In the event that it becomes apparent in County's reasonable judgment that the Leased Premises have ceased to be used or have been abandoned for a continuous period of one hundred twenty (120) days, County at its option shall have the right to terminate this Lease, provided due notice of termination shall be given Tenant not less than thirty (30) days prior to the proposed termination date, during which if Tenant resumes operation of the Leased Premises the notice of termination shall be void and of no further force or effect.

**13. BINDING CONTRACT.** This Lease shall not become binding upon County unless and until accepted and approved for County by its Board of Supervisors or its duly authorized representative.

**14. MODIFICATIONS.** This Lease contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto.

**15. INTERPRETATION.** This Lease shall be governed by and interpreted in accordance with the laws of the State of Washington and Whatcom County, Washington. The titles to paragraphs or sections of this Lease are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

**16. VENUE AND CHOICE OF LAW.** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Lease, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom.

**17. DISPUTE RESOLUTION.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Lease or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory

to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration through Whatcom County Superior Court's procedures. The procedure for selection of the single arbitrator and the rules under which the arbitrator shall conduct the arbitration and make the award shall be determined in accordance with the Washington State Superior Court Mandatory Arbitration Rules and Whatcom County Superior Court Local Mandatory Arbitration Rules as they now exist or may hereafter be amended. Judgment upon the award may be entered in such court and thereafter in any court having competent jurisdiction in the matter. The arbitrator shall have full power under law and equity to conform final resolution of any dispute without regard to any monetary limits that may then otherwise be in force under the rules of arbitration then in existence in Whatcom County, Washington.

**18. NOTICES.** Wherever in this Lease written notices are to be given or made, they will be sent by certified or overnight mail addressed to the parties at the address listed below unless a different address has been designated in writing and delivered to the other party.

**TENANT:**

Whatcom County Fire District #19  
Josh Evans, Fire Chief  
9953 Mt Baker Highway  
PO Box 5029  
Glacier, WA 98244  
360-599-2447  
[chief@glacierfire.org](mailto:chief@glacierfire.org)


**COUNTY:**

Whatcom County Health and Community Services  
Jennifer Hayden, Environmental Health Supervisor  
509 Girard Street  
Bellingham, WA 98225  
360-778-6036  
[JHayden@co.whatcom.wa.us](mailto:JHayden@co.whatcom.wa.us)

SIGNATURE PAGE TO FOLLOW



**TENANT:**  
**WHATCOM COUNTY FIRE DISTRICT 19**

Signed by:  
  
634F6E3B40994B9...  
\_\_\_\_\_  
Josh Evans, Fire Chief

3/14/2025

\_\_\_\_\_  
Date

**WHATCOM COUNTY:**  
**Recommended for Approval:**

**Program Approval:**

Signed by:  
  
051358A396BB46E  
\_\_\_\_\_  
Sue Sullivan, Environmental Health Manager

3/17/2025

\_\_\_\_\_  
Date

**Department Approval:**

Signed by:  
  
10C96CF66701466  
\_\_\_\_\_  
Charlene Ramont, Assistant Director  
Whatcom County Health and Community Services

3/17/2025

\_\_\_\_\_  
Date

**Approved as to form:**

Signed by:  
  
EC466EF5C88B4FD...  
\_\_\_\_\_  
Christopher Quinn, Chief Civil Deputy Prosecutor

3/14/2025

\_\_\_\_\_  
Date

**Approved:**  
Accepted for Whatcom County:

DocuSigned by:  
  
1192C7C18B664E3  
By: \_\_\_\_\_  
Satpal Singh Sidhu, Whatcom County Executive

3/17/2025

\_\_\_\_\_  
Date

## EXHIBIT A

### LEGAL DESCRIPTION

THAT PTN OF GOVT LOT 3 DAF-BEG AT INTERS OF E LI OF GOVT LOT 3 WI A LI DRAWN PAR WI-50  
FT NLY OF C/L SURVEY OF SR 542-TH NWLY ALG SD PAR LI TAP OPP HWY ENGINEERS STATION  
44+23 BK-44+21.5 AH-TH N 35 DEG 38'00" E 300 FT-TH S 54 DEG 24'00" E 250 FT M/L TO E



# CITIES INSURANCE ASSOCIATION OF WASHINGTON COVERAGE CONFIRMATION

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

***Please note the limits shown here represent the combined full limits provided by multiple policies from various carriers. It is the responsibility of the broker or member to review this document to confirm its accuracy. All carriers listed herein are those anticipated to participate in the designated portions of the MOC. All carriers are subject to change prior to December 1, 2024.***

**Notice of Cancellation for Non-Payment**

*We may cancel coverage within 60 days in the event of non-payment of premium. Notice of cancellation will be mailed to the Covered Member's last known address and will indicate the date on which coverage is terminated. If applicable, a copy will be mailed to the broker of record on file.*

**Covered Member:**

Glacier Fire & Rescue  
PO Box 5029  
Glacier, WA 98244

**Broker:**

Kelley Insurance Agency, Inc.

**Coverage Period:** 12/01/2024 to 12/01/2025

**Coverage Confirmation Expiration Date:** 03/01/2025, at 12:01 a.m.

**Member Since:** 07/01/1996

**Authorized Signature:**

*Stacy Lyon*

**Administered by Clear Risk Solutions**



Coverage #: CIAW242534633  
Covered Member: Glacier Fire & Rescue

Effective Date: 12/1/2024

## COVERAGE CONFIRMATION PROPERTY COVERAGE PART

**Item 1. CIAW Program Retention:**

Real and Personal Property                      Each Occurrence \$750,000

**Item 2. Limit of Coverage:**

Real and Personal Property                      Each Occurrence and Group Aggregate \$100,000,000  
(excluding Earthquake and Flood)

**Item 3. Sublimits of Coverage:**

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

- 1a.     \$15,000,000     Sublimit for Earthquake per Occurrence and in the annual aggregate.
- 1b.     \$15,000,000     Annual Group Aggregate for Earthquake.
- 2a.     \$15,000,000     Sublimit for Flood per Occurrence and in the Annual Aggregate except that covered Property located at the time of loss in any flood zone identified by FEMA as Zones A, AO, AH, A1 through 30, AE, A99, AR, AR/A1 through 30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1 through 30, VE, and V; or a similar high risk FEMA rating are subject to the following Flood sublimits:  

\$ 1,000,000     per Occurrence and Annual Aggregate, and

\$15,000,000     Annual Group Aggregate.
- 2b.     \$15,000,000     Annual Group Aggregate for Flood.
- 3.       \$1,000,000     Sublimit for combined Transit and off Premises Extension per Occurrence.
- 4.       \$2,500,000     Sublimit for combined Business Interruption and Extra Expense per Occurrence.
- 5.       \$1,000,000     Sublimit for Accounts Receivable per Occurrence.
- 6.       \$2,500,000     Sublimit for Rental Income per Occurrence.
- 7.       \$1,000,000     Sublimit for Valuable Papers per Occurrence.
- 8.       \$1,000,000     Sublimit for Additionally Acquired Property per Occurrence.
- 9.       \$250,000       Sublimit for Newly Built or Constructed Property per Occurrence.
- 10.      \$2,500,000     Sublimit for Electronic Data Processing per Occurrence.
- 11.      \$25,000        Sublimit for Re-keying Expense per Occurrence and annual aggregate.
- 12.      \$1,000,000     Sublimit for Fine Arts per Occurrence.
- 13.      Lesser of 25% of the amount paid for direct physical loss or \$1,000,000 sublimit for Debris Removal Expense Extension per Occurrence.
- 14.      Ordinance or Law Coverage A: The building value of the undamaged portion of the building as reported in the Property Schedule on file with the Company per Occurrence.
- 15.      Ordinance or Law Coverage B: Demolition Cost is 25% of the building value as reported in the Property Schedule on file with the Company per Occurrence.
- 16.      Ordinance or Law Coverage C: Increased cost of construction is 25% of the building value as reported in the Property Schedule on file with the Company, subject to a combined single limit of \$10,000,000 for coverages B and C combined, per Occurrence
- 17.      \$50,000        Sublimit aggregate Temporary Safeguard of Property Extension per Occurrence.
- 18a.     \$100,000        Sublimit for Mold or Other Fungi as a result of covered losses.
- 18b.     \$300,000        Annual Group Aggregate for Mold or Other Fungi as a result of covered losses.
- 19.      \$100,000        Sublimit for walkways, roadways, courts, and other similar paved or artificial surfaces per Occurrence.
- 20.      Margin Clause: 115% of the total combined stated values for Real and Personal Property shown for that location on file with the Company per Occurrence.

**Item 4. Deductible:**

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

Real and Personal Property (except Earthquake and Flood):	See Schedule, Each Occurrence
Miscellaneous Equipment:	\$250 Each Occurrence
Auto Physical Damage (including Earthquake and Flood):	See Schedule, Each Occurrence
Rental Vehicles Physical Damage	Each Occurrence: • \$250 Fire Districts/Special Districts • \$1,000 Cities

Earthquake: The greater of 2% of the total value of all Property at the Locations suffering loss or \$50,000 loss per Occurrence. Total value of all Property means the total value of all Property shown in the statement of values on file with the Company at the time of loss. A Location means a single street address or if no street address, single legal description.

Flood: \$25,000 each loss per Occurrence except that covered Property located at the time of loss in a flood zone identified by FEMA as Zones A, AO, AH, A1 through 30, AE, A99, AR, AR/A1 through 30, AR/AE, AR/AO, AR/AH, AR/a, VO, V1 through 30, VE, and V; or a similar high risk FEMA rating are subject to the following Flood Deductibles:

\$500,000 per Occurrence applying to each building damaged, and  
\$500,000 per Occurrence applying to Personal Property within a building, and  
\$500,000 per Occurrence applying to all other covered Property.

**Item 5. Participating Carriers:**

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

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

Coverage #: CIAW242534633  
Covered Member: Glacier Fire & Rescue

Effective Date: 12/1/2024

## COVERAGE CONFIRMATION

### LIABILITY COVERAGE PART

**Item 1. CIAW Program Retention:**

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

**Item 2. Deductible:**

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

a.	General Liability Coverage Part	Each Occurrence	\$0
b.	Wrongful Act Liability Coverage Part	Each Wrongful Act	\$250
c.	Miscellaneous Professional Liability	Each Wrongful Act	\$250
d.	Automobile Liability Coverage Part	Each Accident	See schedule
e.	Uninsured/Underinsured Motorist Coverage		
	Property Damage	Each Accident	\$100 / \$300
	Bodily Injury	Each Accident	\$0
f.	Employee Benefits Liability Coverage Part	Each Employee Benefits Incident	\$0
g.	Stop Gap Employer's Liability	Each Accident	\$0
h.	Sexual Abuse Liability	Each Sexual Abuse	\$0
i.	Law Enforcement Liability	Each Occurrence	EXCLUDED

**Item 3. Limit of Coverage:**

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

a.	General Liability Limit	Each Occurrence	\$10,000,000
		Annual Aggregate	\$20,000,000
		Group Aggregate	\$50,000,000

Sublimits:

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



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

Item 4. **Retroactive Date:**

Wrongful Act Liability – Primary	\$10,000,000	09/01/1991
Miscellaneous Professional Liability – Primary	\$10,000,000	09/01/1991
Employee Benefit Liability – Primary	\$10,000,000	09/01/1991

Item 5. **Participating Carriers:**

Automobile Liability:

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

Wrongful Act Liability:

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

General Liability:

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

Coverage #: CIAW242534633  
Covered Member: Glacier Fire & Rescue

Effective Date: 12/1/2024

**COVERAGE CONFIRMATION**  
**CRIME COVERAGE PART**

Item 1. **CIAW Program Retention:**

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

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

Employee Theft	Each Occurrence	\$250
Forgery or Alteration	Each Occurrence	\$1,000
Money and Securities Inside / Outside	Each Occurrence	\$1,000
Computer Fraud	Each Occurrence	\$1,000
Funds Transfer Fraud	Each Occurrence	EXCLUDED
Money Orders Counterfeit Paper Currency	Each Occurrence	EXCLUDED

Item 3. **Limit of Coverage:**

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

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

Item 4. **Participating Carriers:**

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

Coverage #: CIAW242534633  
Covered Member: Glacier Fire & Rescue

Effective Date: 12/1/2024

**COVERAGE CONFIRMATION**  
**EQUIPMENT BREAKDOWN COVERAGE PART**

Item 1. **CIAW Program Retention:**

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

Item 2. **Deductible:**

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

Equipment Breakdown Coverage Part:

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

Item 3. **Limit of Coverage:**

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

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

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



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

Item 5. **Participating Carriers:**  
Hartford Steam Boiler Inspection and Insurance Company of Connecticut (A++ XI) Admitted

Coverage #: CIAW242534633  
Covered Member: Glacier Fire & Rescue

Effective Date: 12/1/2024

## COVERAGE CONFIRMATION CYBER LIABILITY

- Item 1. **CIAW Program Retention:**  
Cyber Insurance \$50,000 Per Claim / Occurrence
- Item 2. **Deductible:**  
The deductibles listed below are part of and not in addition to the CIAW Program Retention listed above.
- |                           |                         |
|---------------------------|-------------------------|
| All Coverages             | \$10,000 per Claim      |
| Except:                   |                         |
| Loss of Business Income   | 10 Hours waiting period |
| Reputational Harm Expense | 12 Hours waiting period |
- Item 3. **Limit of Coverage:**
- |                                 |              |
|---------------------------------|--------------|
| Member Annual Policy Aggregate  | \$5,000,000  |
| Group Combined Policy Aggregate | \$10,000,000 |
- Item 4. **Sublimits of Coverage:**  
Sublimits of Coverage shown below do not increase the overall Limits listed above. Aggregate limits are subject to shared excess limits, which may be reduced by prior claims.
- |   |  |                            |
|---|--|----------------------------|
| a. Liability Costs  | Per Claim and Aggregate                | \$5,000,000                |
| b. PCI Costs  | Per Claim and Aggregate                | \$5,000,000                |
| c. Regulatory Costs   | Per Claim and Aggregate                | \$5,000,000                |
| d. Media Liability Endorsement  | Per Claim and Aggregate                | \$5,000,000                |
| e. Business Interruption Loss<br>(Including Extra Expense & Voluntary Shutdown) | Each Occurrence<br>and Aggregate       | \$5,000,000                |
| f. System Failure<br>(Including Extra Expense & Voluntary Shutdown)             | Each Occurrence<br>and Aggregate       | \$5,000,000                |
| g. Contingent Business Interruption Loss<br>(Including Extra Expense)           | Each Occurrence<br>and Aggregate       | \$5,000,000                |
| h. Contingent System Failure<br>(Including Extra Expense)                       | Each Occurrence<br>and Aggregate       | \$5,000,000                |
| i. Data Restoration   | Each Occurrence<br>and Aggregate       | \$5,000,000                |
| j. Extortion Costs (with MFA)   | Each Occurrence<br>and Aggregate       | \$5,000,000                |
| Extortion Costs (no MFA)  | Each Occurrence and Aggregate          | \$500,000                  |
| k. Breach Fund  | Each Occurrence<br>and Aggregate       | \$5,000,000                |
| l. Cyber Crime Loss<br>(Includes Social Engineering Financial Fraud)            | Each Occurrence<br>and Group Aggregate | \$250,000                  |
| m. Bricking Costs   | Each Occurrence<br>Group Aggregate     | \$1,000,000<br>\$5,000,000 |
| n. Reputational Harm Expense  | Each Occurrence and<br>Group Aggregate | \$5,000,000                |
| o. Business Impersonation Costs   | Per Claim and Aggregate                | \$5,000,000                |
| p. Criminal Rewards Costs   | Per Claim and<br>Group Aggregate       | \$100,000                  |
| q. Utility Fraud Attack Endorsement   | Per Claim and<br>Group Aggregate       | \$100,000                  |
| r. Cryptojacking  | Per Claim and                          |                            |

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Group Aggregate \$100,000

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

Item 6. **Participating Carriers:**

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