

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202311044

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Natural Resources - PIC Program (950530)
Contract or Grant Administrator:	Ingrid Enschede
Contractor's / Agency Name:	Whatcom Conservation District
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? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: <u>813002</u>	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.	
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 checked="" 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): \$ <u>71,000</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>71,000</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 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. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 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.
Summary of Scope: The Whatcom Conservation District will provide community outreach, financial assistance for agricultural best management practices, and water quality monitoring to support the Whatcom County Pollution Identification and Correction (PIC) program.	
Term of Contract:	January 1 – December 31, 2024
Expiration Date:	December 31, 2024

Contract Routing:	1. Prepared by: <u>Ingrid Enschede</u>	Date: <u>10/30/23</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>11/02/2023</u>
	3. AS Finance reviewed: <u>Amy Martin</u>	Date: <u>11/9/2023</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Executive contract review: _____	Date: _____
	7. Council approved (if necessary): <u>AB2023-794</u>	Date: <u>12/05/2023</u>
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**2024 INTERLOCAL AGREEMENT
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND WHATCOM CONSERVATION DISTRICT
POLLUTION IDENTIFICATION AND CORRECTION (PIC) PROGRAM
COUNTY FUNDED TECHNICAL ASSISTANCE AND COST SHARE**

WHEREAS, Whatcom County Flood Control Zone District (County) and the Whatcom Conservation District (WCD) desire to establish an arrangement wherein the County will provide funding to the WCD to provide community outreach, financial assistance for agricultural best management practices, and water quality monitoring to support the Whatcom County Pollution Identification and Correction (PIC) program to the mutual advantage of each jurisdiction; and,

WHEREAS, the Drayton Harbor Shellfish Recovery Plan identified a coordinated water quality monitoring program to identify pollution sources and increased capacity for following up on monitoring findings as high priorities; and,

WHEREAS, the Portage Bay Shellfish Recovery Plan identified a Whatcom County PIC program as the highest priority recommendation; and,

WHEREAS, the Whatcom County PIC program is a data-driven program guiding pollution tracking activities to areas with the greatest water quality problems, followed by outreach and technical and financial assistance offered to landowners to implement projects that improve and protect water quality; and,

WHEREAS, agricultural activities have been identified as one priority source of fecal bacteria in coastal watersheds draining to shellfish beds; and,

WHEREAS, the WCD provides outreach, local expertise, and technical assistance to landowners with agricultural operations to support the development and implementation of farm plans and best management practices that are designed to protect water quality; and,

WHEREAS, the WCD also administers state and federally funded landowner incentive and cost-share programs for Whatcom County; and,

WHEREAS, a more flexible cost-share option is needed to provide financial assistance to landowners with small farms that do not meet the requirements of existing federal and state cost-share programs; and,

WHEREAS, the most efficient use of resources is to have the WCD supplement its community outreach, water quality monitoring, and cost-share programs consistent with the specific needs of the Whatcom County PIC Program as described in Exhibit A to help improve and protect water quality in the Drayton Harbor, Portage Bay, and Birch Bay Shellfish Protection Districts, as well as other county coastal watersheds; and,

WHEREAS, this locally-funded agreement supplements data coordination and non-dairy agriculture technical assistance and outreach funded through a Washington State Department of Health National Estuary Program grant (DOH Interagency Agreement GVL28189-0) to adapt the successful Whatcom County PIC program; and,

WHEREAS, it is in the best interest of each party to enter into this AGREEMENT.

NOW THEREFORE, the WCD and County agree as follows:

- I. *Purpose:* The purpose of this AGREEMENT is to set the terms whereby the County will make available funds to the WCD to implement a community outreach and cost-share program for landowners/operators with non-dairy agricultural operations and to provide water quality monitoring support for the PIC program as described in Exhibit A attached hereto.
- II. *Administration:* No new or separate legal or administrative entity is created to administer the provisions of this AGREEMENT.
- III. *Whatcom Conservation District Responsibilities:* The WCD hereby agrees to conduct the work described in Exhibit A attached hereto.
- IV. *County Responsibilities:* The County hereby agrees to reimburse the WCD, not to exceed the total budget amount allocated to the WCD as shown in Exhibit B attached hereto, for the costs associated with providing and performing the services stated.
- V. *Payment:* WCD shall submit itemized invoices in a format approved by the County. Each request for payment shall include invoices that detail work performed and supplies or materials purchased. Each request for reimbursement of payments to landowners will include copies of equipment, supply or vendor receipts and substantiation for equipment and labor hours paid. The County will compensate the WCD for services rendered within thirty (30) days following receipt of an approved invoice, provided all other terms and conditions of the contract have been met and are certified as such by the Contract Administrator.

The Contractor Administrator for this Agreement is:

Ingrid Enschede, Senior Planner
Whatcom County Public Works Natural Resources
322 N. Commercial St., 2nd Floor
Bellingham, WA 98225

- VI. *Term:* This AGREEMENT shall be effective for services performed from January 1, 2024 through December 31, 2024.
- VII. *Responsible Persons:* The persons responsible for administration of this AGREEMENT shall be the Whatcom County Public Works (WCPW) Department Director and the WCD District Manager or their respective designees.
- VIII. *Treatment of Assets and Property:* No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this AGREEMENT.
- IX. *Indemnification:* Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save,

indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the Parties by reason of entering into this AGREEMENT except as expressly provided herein.

- X. *Modifications:* This AGREEMENT may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

- XI. *Applicable Law:* In the performance of this AGREEMENT, it is mutually understood and agreed upon by the Parties hereto that this AGREEMENT shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance. The venue of any action arising herefrom shall be in the Superior Court of the State of Washington in and for Whatcom County.

- XII. *Severability:* In the event any term or condition of this AGREEMENT or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this AGREEMENT that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this AGREEMENT are declared severable.

- XIII. *Entire Agreement:* This AGREEMENT contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the Parties hereto.

- XIV. *Recordation:* Upon execution of this AGREEMENT, Whatcom County shall file a copy of it with the office of its County Auditor pursuant to the requirements of RCW 39.34.040.

- XV. *Performance:* The parties agree to satisfy all aspects of this agreement in a timely and professional manner. The WCD shall notify the County as soon as problems, delays, or adverse conditions become known that will materially impair its ability to meet the deliverables described in Exhibit A.

- XVI. *Audit and Inspection:* The County and WCD shall maintain records pursuant to this AGREEMENT in accordance with generally accepted accounting principles and practices consistently applied. Records shall be subject at all reasonable times to inspection and audit and State auditor. The County and WCD shall preserve and make such records available to said parties until expiration of three (3) years from the date of final payment under this agreement.

- XVII. *Dispute Resolution:* The parties to this AGREEMENT shall first attempt to resolve disputes informally at the staff level. In the event that the dispute cannot be resolved at the staff level, a dispute resolution procedure shall be followed under the guidance of the Whatcom Dispute Resolution Center.

XVIII. *Rights and Remedies:* In no event shall a making by the County of any payment to the WCD constitute or be construed as a waiver by the County of any breach of covenant or any default that may then exist on the part of the WCD. The making of any such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any of the County's rights, which are hereby expressly recognized, to recover payments or portions thereof, to which the WCD has not entitled under this agreement, or where any payments were made by mistake, or to pursue any other remedy available to the County in respect to breach or default of this AGREEMENT.

This AGREEMENT shall not relieve the County or the WCD of any obligation or responsibility imposed by law except that performance pursuant to this AGREEMENT may, where appropriate, be offered in satisfaction of an obligation or responsibility conveyed to the County or the WCD by law.

XIX. *Insurance Requirements:* WCD shall carry for the duration of this AGREEMENT insurance with the coverage and limits as follows:

A. Commercial General Liability (CGL) Insurance

Property damage	\$500,000.00 per occurrence
General Liability & Bodily Injury	\$1,000,000.00 per occurrence
Annual Aggregate	\$2,000,000.00

B. Business Automobile Liability

\$500,000.00 Minimum, per occurrence
\$1,000,000.00 Minimum, Annual Aggregate

WCD shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$500,000 per accident. If WCD owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

C. Additional Insurance Requirements and Provisions

1. WCD shall provide County with a certificate of insurance and endorsements required by the Agreement.
2. For the commercial general liability and business automobile insurance, Whatcom County Flood Control Zone District shall be named as an additional insured. See last paragraph of this section for additional terms and alternatives.
3. WCD's insurance shall be primary and non-contributory, and shall waive all rights of subrogation against Whatcom County and its coverage. Whatcom County's insurance shall not serve as a source of contribution.

In the alternative, either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by RCW 48.62. In this regard, the parties understand that the party to this

agreement who is a member of such a program is not able to name the other party as an “additional insured” under the liability coverage provided by the joint self-insurance program.

- XX. *Miscellaneous:* No obligation in this AGREEMENT shall limit the WCD in fulfilling its responsibilities otherwise defined by law. No obligation in this AGREEMENT shall limit the County in fulfilling its responsibilities otherwise defined by law.
- XXI. *Signatures:* The undersigned representatives accept the provisions of this AGREEMENT. This AGREEMENT shall be in effect when signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of _____, 2023.

WHATCOM CONSERVATION DISTRICT

Brandy Reed, District Manager Date

Whatcom Conservation District
6975 Hannegan Road
Lynden, WA 98264

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

Recommended for Approval:

Elizabeth Kosa, Public Works Director Date

Approved as to form:

Christopher Quinn, Senior Civil Deputy Prosecuting Attorney Date

Approved:
Accepted for Whatcom County Flood Control Zone District:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

EXHIBIT A - SCOPE OF WORK
Pollution Identification and Correction (PIC) Program
County Funded Technical Assistance and Cost Share

PROJECT DESCRIPTION

The purpose of this interlocal agreement is to provide community outreach, financial assistance for agricultural best management practices, and water quality monitoring to support the Whatcom County Pollution Identification and Correction (PIC) program. The Whatcom Conservation District (WCD) will provide this technical assistance, in coordination with Whatcom County Public Works (WCPW), as outlined below.

Task 1: Community Outreach (\$45,000)

WCD will develop and implement a community outreach program for landowners/operators with non-dairy agricultural operations in Whatcom County Pollution Identification and Correction (PIC) focus areas. This will include:

- Developing and implementing educational strategies and frameworks in coordination with WCPW to support the PIC.
- Organizing and hosting non-dairy agriculture workshops/trainings. These may include in person or virtual workshops and small group farm tours.
- Developing and distributing educational materials (including social media posts), hosting displays and providing presentations at other community events (in person or virtual).
- Offering incentives for technical assistance programs such as tarps for covering manure storage or soil tests. Other incentives may be jointly agreed upon by WCD and WCPW.

Deliverables and Timelines:

- Activities will be tracked through monthly progress reports including:
 - List of events hosted with number of attendees
 - Outreach materials developed with electronic file or screenshot
 - Advertisements with electronic file or screenshot
 - Social media post reports
- Annual evaluation of outreach events.

Task 2: Non-Dairy Agricultural Operations Cost-Share (\$21,000)

- WCD and WCPW staff will develop an agreed upon list of best management practices (BMPs) eligible for cost-share projects. Guidance and application documents created for the 2014 non-dairy agriculture cost-share program have been adapted for this program. WCD and WCPW staff will develop an agreed-upon phased approach for advertising, receiving applications, and selecting priority projects for funding.
- WCD will direct landowners/operators to the most appropriate sources of cost-share funding including funding provided by the County under this agreement, funding provided to the WCD from other sources, and other options through the Whatcom Clean Water program (WCWP).
- WCD staff will assist landowners/operators in completing cost-share applications and provide copies to WCPW for approval of cost-share funding prior to submission to the WCD District Manager. The District Manager will approve cost-share applications

awarded funding by WCPW. No reimbursement will be made where the implementation of BMPs has begun before WCPW and WCD approval. WCD will assist landowners with BMP installation and recordkeeping according to the cost-share program requirements. WCD will receive notification of project completion from landowner/operator and schedule a site visit to verify that BMPs have been installed according to plan specifications. Following the site visit, WCD will approve or deny reimbursement of funds. If reimbursement is denied, the WCD will provide the landowner with information on what is required to improve the BMP to meet specifications needed to sign off as complete and to be approved for reimbursement. The County will reimburse WCD for eligible cost-share expenses as specified in Exhibit B of this Agreement and landowner/operator cost-share agreement contract.

Deliverables and Timelines:

- Progress will be tracked through monthly reports summarizing the following for each approved project: name, parcel, watershed, subwatershed, type and number of BMPs, date awarded, amount awarded, and date complete and paid.
- Completed cost share project sign off packets included with invoices.
- Requests from the WCD to the County for reimbursement for cost-share on qualified projects must be submitted with all necessary documentation no later than December 16, 2024.

Task 3: Water Quality Monitoring Support (\$5,000)

- WCD and WCPW staff will develop plans for water quality sampling to characterize critical environmental conditions with a particular emphasis on storm sampling during the wet season.
- The WCD Data Coordinator will implement the plans and coordinate with other agencies and organizations to collect the required samples. Samples will be analyzed at the agreed upon laboratory through Whatcom County contracts and/or letters of agreement. The number of samples and analysis will be agreed upon prior to sampling.
- WCD Data Coordinator will assist with ambient and source tracking sampling, following Whatcom County Public Works Natural Resources Standard Operating Procedure Direct Grab Sample Collection with Sample Bottle for Fecal Bacteria Analysis. Sampling days and sites will be jointly agreed upon prior to sampling.

Deliverables and Timelines:

- Activities will be tracked through monthly progress reports including:
 - List of sampling events (date and sampling run)
 - Brief summary of any critical environmental conditions sampling (dates, goals of sampling, team members involved).
- Standard WCPW field sheets will be used and submitted to WCPW following sampling.

EXHIBIT B- BUDGET
Pollution Identification and Correction (PIC) Program
County Funded Technical Assistance and Cost Share

The total budget is not to exceed **\$71,000**.

As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the WCD according to the actual composite hourly rates of personnel working on this project. *Composite rates are based on actual taxes and benefits, which may vary by month. Estimated hourly composite rates are provided below. Revised Composite Rate forms will be provided to the County for any rate changes upon adjustment. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. For mileage reimbursement submit: copies of mileage records, including the name of staff member, date of travel, and number of miles traveled. Lodging and per diem for training shall not exceed the GSA rate for the location where training is provided. Other expenditures such as supplies, postage, and rentals shall be reimbursed at actual cost. Expense reimbursement requests must be accompanied by copies of paid invoices. WCD certifies that all personnel charging to this Agreement are program personnel and are not also included in the WCD's overhead rate. Any work performed prior to the effective date or continuing after the completion date of the Agreement, unless otherwise agreed upon in writing, will be at the WCD's expense.

The Responsible Persons identified in Section VII. of this Agreement may approve budget reallocations between tasks or expense categories through written agreement communicated over email.

Title	Maximum 2024 Hourly Rate	Estimated 2024 Comp Rate	Task 1 Community Outreach	Task 3 Water Quality Monitoring Support	total per staff per year	monthly hours per staff	Total cost per employee
Farm Planner Resource Specialist	\$29.44	\$48.16			0	0	\$ -
Administrative Specialist	\$35.80	\$58.23	24		24	2	\$ 1,397.42
CREP Resource Specialist	\$35.80	\$66.08			0	0	\$ -
Conservation Planning Manager	\$39.25	\$68.74			0	0	\$ -
Fish & Wildlife Habitat Improvement Manage	\$42.69	\$80.05			0	0	\$ -
Farm Planner Resource Specialist	\$28.05	\$50.58			0	0	\$ -
Outreach & Education Specialist	\$39.15	\$51.01	240		240	20	\$ 12,242.40
Riparian & Stormwater Specialist	\$37.59	\$68.12			0	0	\$ -
Green Infrastructure Programs Specialist	\$29.44	\$46.65			0	0	\$ -
Wildfire Resilience Specialist	\$29.44	\$46.65			0	0	\$ -
Water Quality Data Coordinator	\$30.92	\$49.80		69	69	6	\$ 3,436.12
Cartographer & IT Specialist	\$43.42	\$69.23			0	0	\$ -
District Manager	\$53.47	\$78.56			0	0	\$ -
Habitat Restoration Specialist	\$25.47	\$41.46			0	0	\$ -
Outreach & Education Manager	\$39.69	\$73.29	200		200	17	\$ 14,657.68
Conservation Research Specialist	\$30.92	\$48.16			0	0	\$ -
Wildfire Resilience Technician	\$26.70	\$37.23			0	0	\$ -
Outreach & Education Technician	\$26.70	\$37.42	101		101	8	\$ 3,779.42
			\$32,076.92	\$ 3,436.12	sub-total		\$ 35,513.04
			\$ 9,623.08	\$ 1,030.84	Overhead 30%		\$ 10,653.91
			\$ 41,700.00	\$ 4,466.95	total personal plus		\$ 46,166.95
			\$ 3,000.00		Supplies/postage		\$ 3,000.00
			\$ 300.00	\$ 533.05	Mileage		\$ 833.05
					Costshare		\$ 21,000.00
			\$ 45,000.00	\$ 5,000.00	Total		\$ 71,000.00

Task 2: Non-Dairy Livestock Cost-Share Reimbursement Description:

Eligible landowners with applications that are approved by the WCD and WCPW will receive the designated percentage cost-share towards a maximum project cost of \$4,000 (maximum \$3,000 reimbursement). Approved BMPs will be reimbursed through the cost-share program utilizing actual costs and the established rate table. Landowners have the option to do labor themselves. The reimbursable rate for owner/operator services are based upon the established rate sheet (below). Whatcom Conservation District will submit invoices to the County which for each project shall include the landowner cost-share approval form, field inspection sign-off / maintenance agreement, landowner reimbursement form (including landowner timesheet), and copies of all receipts.

Reimbursement Rates for Producer Labor and Producer Owned Machinery/Equipment

Description	Rate
Individual labor/operator labor	\$22.00/hr
Equipment only, without operator:	
Small tractor, 20Hp-59Hp	\$17.00/hr
Medium Tractor, 60Hp-99Hp	\$28.00/hr
Large Tractor, 100+Hp	\$55.00/hr
Front end loading	\$17.00/hr
Excavator, Light	\$50.00/hr
Excavator, Med	\$88.00/hr
Excavator, heavy	\$132.00/hr
Chain saw	\$11.00/day

Landowners eligible for cost-share assistance through the PIC Non-Dairy Livestock BMP cost-share program can utilize this rate sheet if they choose to do their own labor. Rates will be reimbursed at 75%. Landowner pays 25% of the project costs (labor and materials). An invoice with hours, description of work, and rate must be submitted with cost-share.

EXHIBIT C - INSURANCE
Pollution Identification and Correction (PIC) Program
County Funded Technical Assistance and Cost Share

Enduris
EVIDENCE OF COVERAGE

INSURED/PARTICIPANT:
 Whatcom Conservation District
 6975 Hannegan Road
 Lynden, WA 98264

MEMORANDUM#: 2024-00-271

EFFECTIVE: September 1, 2023 through August 31, 2024
This is to certify that the Memorandum of Coverage has been issued to the Insured/Participant for the period indicated.

CERTIFICATE HOLDER:
 Whatcom Co Flood Control Zone
 322 N. Commercial, Suite 201
 Bellingham, WA 98225

The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.


COVERAGE:	PER OCCURRENCE LIMIT	AGGREGATE LIMIT
COMPREHENSIVE GENERAL LIABILITY	\$1,000,000	\$2,000,000
<i>Professional Liability</i>	\$1,000,000	\$2,000,000
<i>Personal Liability</i>	\$1,000,000	\$2,000,000
<i>Products – Complete Operation</i>	\$1,000,000	\$2,000,000
AUTO LIABILITY	\$1,000,000	\$2,000,000
<i>Combined Single Limit; Hired and Non-Owned; Temporary Substitute</i>	\$1,000,000	\$2,000,000
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	N/A	N/A
<i>Per Occurrence Aggregate</i>	N/A	N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY		
<i>Property</i>	N/A	N/A
<i>Mobile Equipment</i>	N/A	N/A
AUTOMOBILE PHYSICAL DAMAGE	N/A	N/A
OTHER COVERAGE: N/A	N/A	N/A

CANCELLATION:

Should any of the above described coverage be cancelled before the expiration date of thereof. Notice will be delivered in accordance with the provisions of the MOC.

MEMO:

Evidence of Member Coverage to contracted party
 Reference: 2024 Interlocal Agreement
 Pollution Identification and Correction Program



 Authorized Representative
 November 7, 2023



Contracted Party Notice

Enduris Washington is a joint self-insurance program for public entities authorized by RCW 48.62.

Under RCW 48.62.061, the state risk manager shall adopt rules governing the management and operation of both individual and joint local government self-insurance programs covering property or liability risks. The rules are contained in the Washington Administrative Code (WAC) 200-100 and summarized as follows:

- Only members who sign the interlocal agreement binding them to contributions and assessments may participate in a local government risk pool (WAC 200-100-020).
- Only members may participate in the self-insured retention layer, and only members may participate in the joint purchase of insurance or reinsurance (WAC 200-100-02005).
- Nonmembers shall not participate in any coverages of the joint self-insurance program including the self-insured retention layer and the excess insurance or reinsurance layer (WAC 200-100-02007).

The state risk manager and the Washington Administrative Code prohibit Enduris of Washington from granting additional insured status to nonmembers.

However, Enduris can cover the contractual liability undertaken by its members in most cases.

As long as the contract between an Enduris member and a third party qualifies as a “member contract” and the claims against the indemnitee third party are otherwise covered by the terms of the Memorandum of Coverage, the member district’s indemnity obligation should also be covered.

Enduris Washington’s memorandum of coverage (MOC) contains the definition of a “member contract” as follows:

SECTION IV – DEFINITIONS

[...]

O. Member Contract means a written contract that satisfies all of the following:

1. The agreement pertains to the Named Member's routine governmental operations, including professional services and mutual aid agreements, and by the contract terms the Named Member assumes the Tort liability of another to pay damages because of Bodily Injury or Property Damage to a third person or organization, or with respect to Professional Services to pay damages because of Public Officials Errors and Omissions to a third person or organization, and;
2. The agreement was entered into prior to the damage for which a claim is made.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

A Member Contract does not include any part of any contract or agreement that indemnifies any person or organization for any claim and/or suit that is excluded by the terms of this Memorandum, or that indemnifies an architect, engineer, or surveyor arising out of preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or giving or failing to give directions or instructions, unless the architect, engineer or surveyor is an employee of the Named Member and the services are part of the Named Member's routine governmental operations. A Member Contract also does not include the indemnification of any person or organization for damages by fire, explosion, or water damages to premises rented or loaned to the Named Member.