



WSTIP Policy Manual			
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### 2004 Interlocal Agreement

Whereas, RCW 48.62 empowers local government entities to join together to form a joint self-insurance program; and

Whereas, the transit systems identified in Section 1 have previously joined together through an interlocal agreement to form the Washington State Transit Insurance Pool (Pool); and

Whereas, the transit systems desire to continue the Pool, expand its powers, and revise operational requirements through the adoption of this new interlocal agreement;

Now, therefore, in consideration of the mutual covenants set forth herein, it is hereby agreed as follows:

Section 1. Members. The following local governmental entities are parties to this interlocal agreement and are **Members** of the **Pool**:

- a. Ben Franklin Transit;
- b. Chelan/Douglas Transportation Benefit Area Authority d/b/a Link Transit;
- c. Clallam Transit System;
- d. Grant Transit Authority;
- e. Grays Harbor Transportation Authority;
- f. Intercity Transit;
- g. Island County Public Transit Benefit Area d/b/a Island Transit;
- h. Jefferson Transit Authority;
- i. Kitsap County Public Transportation Benefit Area d/b/a Kitsap Transit;
- j. Lewis County Public Transportation Benefit Area d/b/a Twin Transit;
- k. Mason County Transportation Authority;
- l. Pacific County Public Transportation Benefit Area d/b/a Pacific Transit System;
- m. City of Pullman d/b/a Pullman Transit;
- n. Skagit Transit;
- o. Snohomish County Public Transportation Benefit Area d/b/a Community Transit;
- p. Spokane Transit; and
- q. Whatcom Transportation Authority.

Section 2. Definitions. The following terms are defined as follows:

- a. **Associate Member**—a local governmental entity that has joined the **Pool** that does not participate in the self-insurance program provided by the joint funding of the **Pool's Members**.
- b. **Board**—the board of directors of the **Pool**.
- c. **Member**—a local government public transit entity that has joined the **Pool**, including those identified in Section 1, that participates in the **Pool's** self-insurance program provided by joint funding of the **Members**.
- d. **Pool**—the Washington State Transit Insurance Pool.

Throughout this agreement defined terms are in bold.

Section 3. Powers. The **Pool** is empowered to:

- a. Do all things necessary and proper for the establishment of self insurance programs for property and liability risks.
- b. Investigate the establishment of self-insurance programs for risks in addition to those identified in subsection 3a. Following such investigation the **Pool** may establish such additional self-insurance programs so long as the requirements of section 12 are met.
- c. Establish a self-insurance program for **Members** through joint funding.
- d. Purchase insurance, excess insurance, and reinsurance.
- e. Provide for risk management, loss control, and other services.
- f. Provide legal counsel for the defense of claims and other legal services.
- g. Consult with the state insurance commissioner and the state risk manager.
- h. Exercise all powers and perform all functions necessary to accomplish all lawful programs.
- i. Enter into contracts and incur debts, liabilities, and obligations.
- j. Sue and be sued.
- k. Invest funds.
- l. Provide administrative and financial services to its members and others.

Section 4. Board of Directors.

- a. The **Pool** shall be governed by its **Board**.
- b. Each **Member** shall appoint one director and at least one alternate director to the **Board**.
- c. If a director is not able to attend a meeting of the **Board**, an alternate director may attend and shall have the same authority as the director.
- d. Directors and alternate directors shall be officers or employees of the **Member**.
- e. The **Board** shall meet at least once each calendar year.
- f. The **Board** shall adopt an annual budget.
- g. The **Board** shall be chaired by its president or, if the president is not available, its vice president.
- h. Each director or alternative director shall have one vote. Voting by proxy is not permitted. Except as is specifically provided otherwise in this agreement, a majority of the directors or alternate directors present at a

meeting of the **Board** shall constitute a quorum and the majority of the quorum is sufficient to decide any matter.

Section 5. Bylaws. The **Board** shall adopt bylaws which shall not be inconsistent with any part of this agreement.

Section 6. Executive Director. The **Board** shall engage an executive director who shall be the chief executive officer of the **Pool**.

Section 7. Officers.

- a. The **Board** shall elect officers.
- b. The officers shall include a president, vice president, secretary, and such other officers as authorized by the bylaws.
- c. Duties and terms of office of officers shall be as specified in the bylaws.

Section 8. Committees. The **Board** may establish committees, both standing and *ad hoc*, from time to time as it deems appropriate. The composition and responsibilities of committees shall be specified by the **Board** in the bylaws.

Section 9. New Members.

- a. The **Board** may approve the admission of new **Members** and **Associate Members** on terms and conditions as it deems appropriate.
- b. For admission, **Members** and **Associate Members** must have at least three-fourths affirmative vote of all directors or alternate directors of the **Board** for admission.
- c. **Members** must be local government public transit entities situated in Washington.
- d. **Associate Members** must be local government entities.
- e. Once approved for membership, a new **Member's** admission to the **Pool** shall be memorialized by the new **Member** signing copies of this Interlocal Agreement and all amendments thereto.

Section 10. Amendment.

- a. The governing boards of the **Members** may adopt amendments to this agreement.
- b. No amendment shall be adopted without at least three-fourths affirmative vote of all governing boards.
- c. The **Pool** shall provide notice of any proposed amendment to the governing boards of the **Members** as specified in the bylaws.

Section 11. Duration. The duration of the **Pool** shall be perpetual.

Section 12. Addition of New Programs.

- a. The **Pool** may establish self-insurance programs in addition to self-insurance programs for property and liability risks only with the affirmative vote of at least three-fourths of all directors or alternate directors of the **Board**.

- b. No **Member** shall be required to participate in any such additional self-insurance program.
- c. If the **Pool** elects to establish such additional self-insurance programs , it shall implement adequate measures to protect and safeguard the equity and fiscal integrity of the **Pool's** self-insurance programs for liability and property.

Section 13. Funding.

- a. The **Pool** shall be funded by **Member** contributions and assessments and by fees charged to **Associate Members** and non-members.
- b. **Member** contributions and assessments shall be established by the **Board** in its annual budget. If the **Pool's** financial situation warrants, the **Board** may require supplementary and retroactive contributions and assessments.
- c. All members shall pay contributions, assessments, and fees promptly when due.

Section 14. Withdrawal of a Member.

- a. A **Member** may withdraw from the **Pool** only at the end of a fiscal year by providing at least six month's written notice thereof. No **Member** may withdraw for thirty six months after joining the **Pool**. Following withdraw a former **Member** may not rejoin the **Pool** for thirty six months.
- b. An **Associate Member** may withdraw from the **Pool** by providing at least three month's written notice thereof.
- c. The withdrawal by a **Member** shall not affect the validity of this agreement with respect to the remaining **Members**.
- d. Upon withdrawal a **Member** shall have no further obligations to the **Pool** nor shall it be entitled to any portion of the **Pool's** assets or equity.

Section 15. Termination of a Member.

- a. A **Member** may be terminated only by the affirmative vote of at least three-fourths of all directors or alternate directors of the **Board**. The effective date of termination shall be six months following notice of the termination vote. Until the effective date of termination, the terminated **Member** shall have the benefits and burdens of participation in the **Pool**.
- b. An **Associate Member** may be terminated by a majority vote of the **Board**.
- c. The termination of a **Member** shall not affect the validity of this agreement with respect to the remaining **Members**.
- d. Upon termination a **Member** shall have no further obligations to the **Pool** nor shall it be entitled to any portion of the **Pool's** assets or equity.

Section 16. Dissolution.

- a. The **Pool** and this agreement may be terminated by the written consent of three-fourths of the governing boards of the **Members**. Upon termination and wind-up, the **Pool** and this agreement shall continue in effect for the purpose of the winding-up the business and affairs of the **Pool**, including disposing of all claims, the collection of additional assessments, and the distribution of assets.
- b. Upon termination or wind-up, the assets of the **Pool** shall be liquidated. Following the payment of all claims and expenses, each **Member** shall be entitled to a percentage share of the liquidation fund in that percentage which the total contribution payments by each **Member** bears to the total contribution payments by all remaining **Members** made over the life of the **Pool**.
- c. Any and all disputes concerning the entitlement to or amount of any refund of excess payments or the distribution of assets shall be resolved by arbitration pursuant to the rules for commercial arbitration of the American Arbitration Association. All **Members** may participate in the arbitration and shall be bound by the arbitrator's decision.

Section 17. Liability Limitation. In the event that any claim against a member is not covered or exceeds the applicable limits of coverage provided by the **Pool**, the liability for that obligation lies with the member.

Section 18. No Assignment. Neither the **Pool** nor any member may assign any rights, claim, or interest established by this agreement without the consent of the other.

Section 19. Mediation. The parties to any dispute between the **Pool** or its members concerning this agreement shall seek to resolve it through mediation.

Section 20. Litigation.

- a. Venue for any dispute concerning this agreement may only be laid in the Thurston County Superior Court or the United States District Court for the Western District of Washington.
- b. The prevailing party in any litigation brought to enforce this agreement shall be entitled to its reasonable attorney's fees and costs.

Section 21. Governing Law. This agreement shall be governed by the laws of Washington except for the Washington laws on conflict of laws. Therefore the substantive laws of Washington shall govern in all respects.

Section 22. Supersession. This agreement supersedes and replaces all prior interlocal agreements and amendments thereto pertaining to the **Pool**.

Section 23. Effective Date. This agreement shall be effective when approved by twelve of the governing boards of the sixteen **Member** systems.

Section 24. Approval by Counterparts. This agreement may be approved by counterparts so that **Members** need not execute the same document. Upon approval, each **Member** shall promptly send a copy of the executed agreement to the **Pool**.

