

**INTERLOCAL AGREEMENT: CREATING PRE-MEMBERSHIP CONDITIONS
BETWEEN WASHINGTON CITIES INSURANCE AUTHORITY AND
CITY OF ORTING**

THIS AGREEMENT, made pursuant CHAPTER 39.34 RCW, is made and entered into in the State of Washington by and among Washington Cities Insurance Authority, a quasi-municipal corporation organized and existing of the Constitution and laws of the State of Washington, Chapter 48.62 RCW, hereinafter referred to as WCIA, and the **CITY OF ORTING**, a municipal corporation existing under the Constitution and laws of the State of Washington, hereinafter referred to as "Entity" who are the parties signatory to this Agreement. Washington Cities Insurance Authority and the **CITY OF ORTING** are sometimes referred to herein as "parties".

RECITALS

WHEREAS, the **CITY OF ORTING** desires and is committed to taking all steps necessary to become a Full Member of WCIA, as membership is defined by WAC 200-100-020 (17(a), (b), (c)) as now exists or hereinafter is amended and as defined by the foundational Interlocal Agreement creating Washington Cities Insurance Authority, and;

WHEREAS, the **CITY OF ORTING** has applied for membership in WCIA and is committed to becoming a Full Member, if approved for membership by WCIA, on the date of **January 1, 2021** at 12:01 a.m. and;

WHEREAS, WCIA is desirous and committed to taking and completing all necessary steps to evaluate the **CITY OF ORTING** for Full Membership in WCIA and to prepare the **CITY OF ORTING** for Full Membership in WCIA starting on the date of **January 1, 2021** at 12:01 a.m., and;

WHEREAS, it appears economically feasible and mutually beneficial for the parties to this Agreement to take all steps reasonably necessary to evaluate the **CITY OF ORTING** for Full Membership in WCIA and to prepare said entity for Full Membership on the date of **January 1, 2021** at 12:01 a.m.;

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

I. Covenants.

- a. The **CITY OF ORTING** hereby formally applies to Washington Cities Insurance Authority to become a Full Member of WCIA to participate in its joint self insurance and risk sharing programs and receive its full membership benefits including orientation, risk management training, and consulting services and all other support services offered to Full Members of WCIA starting on the date of **January 1, 2021** at 12:01 a.m., if so approved by the governing body of WCIA.

- b. The Entity hereby agrees to give all necessary written notice to any insuring or self insuring pooling organization to which the Entity is currently a member or subscriber that it intends to end its current liability insuring or self insuring Entity membership so as to allow the Entity to become a Full Member of WCIA on the effective date cited above, if so approved by WCIA.
- c. The Entity agrees to provide full and open access to its records and claim history so as to allow WCIA to properly evaluate the entity's risk profile for prospective membership in WCIA.
- d. The Entity agrees to accept and complete all recommended pre-membership orientation, risk management training, and consulting services as specified by WCIA and to reimburse WCIA the reasonable cost of any such services provided within sixty (60) days of being billed for the same if the Entity's full membership in WCIA is rejected or if the Entity declines to sign the "appendix" to the foundation Interlocal Agreement creating WCIA when offered Full Membership.
- e. The Entity agrees that if its Full Membership in WCIA is approved by its governing body it will, through its authorized officer, sign via appendix the foundational Interlocal Agreement creating WCIA and thereby become a full participating Member of WCIA as of the effective date of **January 1, 2021** at 12:01 a.m. Thereafter, the Entity agrees to be fully bound by all of the terms and conditions and benefits of full WCIA membership including, but not limited to those specified in the Interlocal Agreement creating WCIA, the WCIA Bylaws and Joint Protection Program documents.
- f. WCIA agrees to perform a full, fair and prompt evaluation of the Entity of **CITY OF ORTING's** qualifications for membership with WCIA and to deliver a final decision accepting or rejecting the Entity for membership no later than sixty (60) days prior than the proposed effective date of membership stated above. At the same time, if WCIA accepts the Entity for membership, it will state in its acceptance the proposed initial assessment the Entity will be required to pay for the Entity's initial membership.
- g. WCIA agrees to provide all necessary orientation, risk management training and consulting services to the **CITY OF ORTING** and its officers, employees and elected officials as necessary to prepare the **CITY OF ORTING** for Full Membership in WCIA.
- h. This pre-membership agreement shall become effective on the date that it has been signed by both parties authorized representatives as indicated below.

II. Amendments.

This Agreement may be amended at any time only by the written approval of all the parties signatory to it.

III. Agreement Complete.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by signature of the authorized officials thereof on the date indicated below their signatures.


_____, City Treasurer
For and on behalf of the City of Orting

Dated this 20 day of December, 2019.



For and on behalf of Washington Cities
Insurance Authority
Ann Bennett, Executive Director of WCIA

Dated this 23 day of December, 2019.