CONTRACT #5637718

INTERAGENCY AGREEMENT FOR 2014

Between

KING COUNTY and the CITY OF NORTH BEND

This one-year Interagency Agreement "Agreement" is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of North Bend, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as "Party" or "Parties."

PREAMBLE

King County and the City of North Bend adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the King County Comprehensive Solid Waste Management Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this Agreement as Exhibit B. Grant funding for this program is subject to the yearly budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of North Bend by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties to this Agreement shall be as follows:

A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2014 shall not exceed $14,344.

2. This Agreement provides for distribution of 2014 grant funds to the City. However, 2014 funds are not available until January 1, 2014, and 2014 funding is contingent upon King County Council approval of the 2014 King County budget. The County shall notify the City in writing of the funding status.

3. During this one-year grant program, the City will submit a minimum of one, but no more than four, progress reports to the County in a form approved by the County. Reports must be signed by a City official. These reports will include:

   a. a description of each activity accomplished pertaining to the scope of work; and

   b. reimbursement requests with either copies of invoices for each expenditure for which reimbursement is requested or a financial statement, prepared by the City's finance department, that includes vendor name, description of service, date of service, date paid and check number.

   If the City chooses to submit up to the maximum of four (4) progress reports and requests for reimbursement during the one-year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2015.

   If the City chooses to submit the minimum of one progress report and request for reimbursement during the one-year grant program, it shall be due to the County by March 31, 2015.

   Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5th working day of January 2015, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2015.

5. If the City accepts funding through this grant program for the provision of Waste Reduction and Recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.

6. The City shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.

7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.

8. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.

9. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.

10. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

    These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.

11. The City shall maintain a record of the use of any equipment that costs more than $1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2017.

12. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."

13. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the piece.

14. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.

15. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the carrier routes provided by King County. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.

16. The City understands that funding for recycling collection events for adjacent areas of unincorporated King County will be allocated on a yearly basis subject to the King County Council's yearly budget approval process.

17. This project shall be administered by the City's Recycling Coordinator at: P.O. Box 896; North Bend, WA 98045; Phone: 425-888-7651; Email: clee@northbendwa.gov; or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by city and is subject to the King County Council's yearly budget approval process. Provided that the funds are allocated through the King County Council's yearly budget approval process, grant funding to the City will include a base allocation of $5,000 per year with the balance of funds to be allocated according to the City's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than $10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to $10,000 per year.

2. The City of North Bend's budgeted grant funds for 2014 are $14,344. This includes $4,344 for providing Recycling Collection Events to residents of unincorporated King County that are included in the carrier routes as provided to the City by the County and as listed in Exhibit A. Unspent 2014 funds will not carry over to 2015.

3. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.

4. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of North Bend" and/or "text provided courtesy of the City of North Bend."

5. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.

6. The waste reduction and recycling grant program shall be administered by Morgan John, Project Manager of the King County Solid Waste Division.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2014 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2014 and shall terminate on June 30, 2015. The City shall not incur any new charges after December 31, 2014. However, if execution by either Party does not occur until after January 1, 2014, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2014 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II. A of the Agreement.

IV. TERMINATION

A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.

B. This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.

C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.

D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

V. AMENDMENTS

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written request by the City and written approval by King County. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

VI. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

VII. INSURANCE

A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be $1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a $2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.

B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.

C. If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit C.

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IX. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement.

X. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

XI. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Morgan John, Project Manager, or a provided designee,
King County Solid Waste Division
Department of Natural Resources and Parks
201 South Jackson Street, Suite 701
Seattle, WA 98104-3855

If to the City:

Carrie Lee, Recycling Coordinator
City of North Bend
P.O. Box 896
211 Main Avenue North
North Bend, WA 98045

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

City

(Title) Ken Hearing, Mayor

December 19, 2013
Date

King County

BY
Pat D. McLaughlin, Director
Solid Waste Division

For Dow Constantine, King County Executive

2/3/14
Date

2014 WASTE REDUCTION -AND RECYCLING SCOPE OF WORK AND OBJECTIVES SUBMITTED TO KING COUNTY SOLID WASTE DIVISION FOR THE CITY OF NORTH BEND

Contact Information:

City of North Bend
P.O. Box 896
211 Main Avenue North
North Bend, WA 98045

Carrie Lee, Recycling Coordinator for grant administration:
City of North Bend
Phone: (425) 888-7651 Fax: (425) 888-3502
Email: clee@northbendwa.gov
City Website: www.northbendwa.gov

Londi Lindell, City Administrator
Phone: (425) 888-7626 Fax: (425) 831-6200
Email: llindell@northbendwa.gov
City Website: www.northbendwa.gov

Waste Reduction and Recycling Funding available per year: $14,344.00
This amount includes $4,344.00 for unincorporated King County residents

TASK #1: ORGANICS - RESIDENTIAL YARD WASTE RECYCLING PROGRAM: YARD WASTE RECYCLING PROGRAM

Background/History:

The residential yard waste recycling program is the primary Waste Reduction and Recycling task the City performs. Providing diversion of yard waste is necessary to meet recycling goals because yard waste comprises a significant portion of the material disposed at King County landfills.

Allied Waste provides garbage and recycling services for the City of North Bend, as well as billing services, curbside recycling and yardwaste services. In addition to curbside collection, the Public Works has hosted a yardwaste dropsite for their residents to recycle yard debris on Saturdays, from April through October. The city will continue this program, provided funds are available.

Performance Objectives:

The Residential Yardwaste Recycling will reduce landfill waste:

1. Research, evaluate and publicize city yard waste recycling programs for the current year.
2. The programs will be publicized with press releases; articles for city newsletters, city websites, flyers, cable TV, note on utility bill, handout at yard waste and recycle centers. Prepare quarterly reports of yardwaste diversion.

2014 WASTE REDUCTION -AND RECYCLING SCOPE OF WORK AND OBJECTIVES SUBMITTED TO KING COUNTY SOLID WASTE DIVISION FOR THE CITY OF NORTH BEND

Impact Objective:

Determine whether city residents have diverted recyclable waste from the landfill by the amount of increased recyclables brought to the events each year.

Evaluation:

Reporting for the current year's Yardwaste Recycling Program includes:

- Program descriptions and schedules for the city.
- Promotional materials and handouts provided.
- Amounts of yardwaste collected compared with other years.

TASK #2: SPECIAL RECYCLING COLLECTION EVENT

Date: Spring 2014 during the month of April
Location: Mt. Si High School 9th Grade Campus School Parking Lot, to be confirmed.

The Special Collection Recycling Event is another Waste Reduction and Recycling Task that the city performs. Additional funding support for this task may come from Local Hazardous Waste Management Program Grant and the Coordinated Prevention Grant (CPG) from Washington State Department of Ecology for collection of selected recyclable materials that are usually difficult to recycle.

The event will emphasize:

1. Safe collection of hazardous materials
2. Recycling collection of special materials
3. Safe Disposal and Safer Alternatives to household hazardous products
4. Household, Foodwaste, and Yardwaste Recycling
5. Recycling and Sustainable Practices

Materials Collected:

The household materials the city plans to collect include:

1. Motor oil / Oil Filters
2. Oil filters
3. Antifreeze
4. Lead-acid batteries
5. CFC appliances
6. Automobile tires
7. Reusable small furniture/household goods
8. Reusable textiles / clothing
9. Selected plastics
10. Major appliances
11. Ferrous Scrap Metal
12. Non-ferrous Scrap Metal

Public Education/Involvement:

The Special Recycling Collection Event piece mailed to each household will include Household Wastemobile and recycling information. Event flyers will be sent to the King County Solid Waste Division, North Bend and the surrounding King County households. Each person who participates in the Special Recycling Collection Event will be given promotional brochures on recycling/natural yard care/safer household alternatives/

household hazardous waste collection and disposal. Volunteers and staff will be on-site to assist and inform participants.

Performance Objectives:

- Mail piece with King County Wastemobile and Special Recycling Collection promotional information to at least 7,000 households each year.
- Complete one Cleanup/Special Recycling Collection Event per year.
- Provide Educational brochures to at least 250 residents.
- Collect at least 25 tons of materials per year.

Impact Objectives:

- Collect and properly recycle/dispose of materials that could potentially degrade the environment from at least 350 households each year.
- Increase awareness of and encourage safe disposal and reduction options through promotion and education associated with the Special Recycling Collection Event through mailing, on-site distribution, and other media.

Evaluation Report:

- Summary of number of participants and quantities of materials collected.
- Cost of collection event.

TASK #3: CAMPAIGN FOR RECYCLING USED OIL

Outreach education/promotion of recycling used oil to two targeted audiences:

1. Create and provide brochures for residents on oil recycling.

2. Do-It-Yourselfers' (DIY) who bring used oil to Special Recycling Collection Events. A staffed station next to oil collection station during the SRC with someone trained to talk with participants who bring used oil will be part of the Recycle Events. Distribute brochure with local oil recycling locations. Promoting taking used oil to local oil recycling sites. Distribute draintainers made of recycled materials to encourage safe recycling. Collect name and contact information for follow-up on those who accept draintainers. WRR grant funds will pay only for recycled content draintainers. Other oil recycling expenses will be billed to other funding sources.

Performance Objectives:

- Update the basic brochure for local oil recycling
- Promote used oil recycling and safe disposal of oil to Recycling Event Attendees.
- Distribute draintainers to Do It Yourself residents, and provide brochures on oil recycling.
- Staff Used Oil Recycling Educational station at the Special Collection Recycle event each year.
- Distribute 20 draintainers during at least one Special Recycle Event.
- Educational outreach to 250 residents per year.

Impact Objectives:

- Outreach to city residents with the message of (why, how and where) safe recycling/disposal of used motor oil is important.

- Increase awareness of local used oil recycling opportunities.
- Increase use of products made of recycled materials.

Evaluation:

- Measure whether there is greater knowledge of oil recycling with brief surveys.
- Attempt to track whether DIY's are using draintainers distributed through this program through sign-in log at special recycling event collection site and survey residents.

TASK #4: WASTE REDUCTION RECYCLING EDUCATION & COMMUNICATIONS

To promote Waste Reduction and Recycling using one or more of the following: Brochures provided at Special Recycle Collection Events, direct mail brochure, utility bill insert, city newsletter insert or focus article.

Performance Objective:

Distribute an educational piece to all residential utility customers that promotes greater participation in waste reduction and recycling programs.

Impact Objective:

Increase the recycling rate, through education.

Evaluation:

Compare the recycling rate before and after the distribution.

Grant Budget for 2014

Funding Source	Grant	Budget 2014
Dept Of Ecology	Coordinated Prevention Grant	$6,426.70
King County Solid Waste Dept. of Natural Resources	Waste Reduction & Recycling Grant	$14,344.00
Seattle-King County Dept. of Health	Local Hazardous Waste Management Program	$6,362.81
Total		**$27,133.51 for 2014**

2014 WASTE REDUCTION RECYCLING
BUDGET SUBMITTED TO
KING COUNTY SOLID WASTE DIVISION FOR CITY OF NORTH BEND

2014 WRR Grant Application Budget
City of North Bend

Task#	Admin	Staff	Supplies	Consultant & Contracts	Printing & Distribution	Total
1. Organics	$1,507.35	$8,840.00	$0.00	$6,500.00	$400.00	$17,247.35
2. SRC Event	$1,300.00	$4,500.00	$100.00	$3,200.00	$430.00	$9,530.00
3. Used Oil Campaign	$0.00	$0.00	$150.00	$0.00	$0.00	$150.00
4. WRR Education	$100.00	$0.00	$0.00	$0.00	$100.00	$200.00
TOTAL	**$2,907.35**	**$13,340.00**	**$250.00**	**$9,700.00**	**$930.00**	**$27,127.35**

2014 LHWMP Budget	$6,362.81
2014 CPG Budget:	$6,426.70
2014 WRR Budget:	$14,344.00
TOTAL:	**$27,133.51**

King County Waste Reduction and Recycling Program
2014 Grant Funds vs. Expenses

Yardwaste Budget 2014

Yardwaste Dates	Employee Name	Hours Worked	Average OT Wage Rate & Benefit	Wages Paid	Allied Wasted Expenses
5-Apr		10	68.00	680.00	free
19-Apr		10	68.00	680.00	free
3-May		10	68.00	680.00	650.00
17-May		10	68.00	680.00	650.00
7-Jun		10	68.00	680.00	650.00
21-Jun		10	68.00	680.00	650.00
12-Jul		10	68.00	680.00	650.00
26-Jul		10	68.00	680.00	650.00
16-Aug		10	68.00	680.00	650.00
30-Aug		10	68.00	680.00	650.00
13-Sep		10	68.00	680.00	650.00
27-Sep		10	68.00	680.00	free
11-Oct		10	68.00	680.00	650.00
Subtotal				**8,840.00**	**6,500.00**
Administrative Costs	Carrie Lee	10	55.31	553.10	
Administrative Costs	Frank Page	1	77.09	77.09	
Administrative Costs	Mark Pray	10	63.94	639.40	
Administrative Costs	Posey	4	59.44	237.76	
Flyers, Mileage, Postage, Misc.					400.00
Subtotal				**1,507.35**	**400.00**
Total Combined Expenses					**$17,247.35**
Grant Fund Total for 2014					**$14,344.00**

Note - should expenses override budget adjust hours worked to one man crew for duration

Exhibit C

AWC RISK MANAGEMENT SERVICE AGENCY

Certificate of Coverage

Certificate holder: **Morgan John** **King County Solid Waste Division** **201 South Jackson St, Suite 701** **Seattle, WA 98104-3855**	**Policy number:** **None** **Term of certificate:** **1/1/2014 – 1/1/2015** **Annual re-issue:** **Yes**

RE: 2014 WR/R Grant Agreement No. 5637718

Please be advised that the **City of North Bend** along with 91 other Washington Cities/Towns, is a member of the Association of Washington Cities Risk Management Service Agency (RMSA), and participates in the self-insured and loss-pooling programs checked below, which are administered by the AWC RMSA for those municipalities.

Type of Coverage	Limits	Deductible
☒ All risk property coverage	$250 million per occurrence	$0
☒ Liability coverage	$ 10 million per occurrence	$0
☒ Employee fidelity blanket coverage	$ 1 million per occurrence	$0
☒ Comprehensive auto liability	$ 10 million per occurrence	$0

On behalf of the member, the AWC RMSA agrees with and represents to certificate holder, that within the limits and provisions of the above program. AWC RMSA will provide defense, payment, loss or indemnification funding in accordance with the terms of the Joint Protection Plan (JPP) of the member, provided, however, that the assumption of liability is limited to claims arising from the sole negligence of the employees of the **City of North Bend** in respect to the reference operations or activities.

AWC RMSA is not an insurance company and therefore cannot name an additional insured or loss payee.

Cancellation: Should the above described coverage be canceled before the expiration date thereof, the AWC RMSA will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose NO obligation or liability of any kind upon the AWC RMSA.

This certificate is issued for information only and gives no rights to the certificate holder. This certificate does not amend, extend or alter the coverage provided by the AWC RMSA.

Luann Hopkins

Luann Hopkins
Chief Operating Officer

cc: **City of North Bend**

Association of Washington Cities
Risk Management Service Agency
1076 Franklin Street SE
Olympia, WA 98501
(360) 753-4137

Notice to Evidence of Coverage Holder

The Covered Member listed on the attached Evidence of Coverage Document is a member of the Association of Washington Cities Risk Management Service Agency (AWC RMSA), which is a group of cities, towns and other special purpose districts that have come together under an interlocal agreement, as permitted under RCW 48.62, to group self insure.

AWC RMSA group purchases Excess Insurance Coverage and carries a self-insured retention, which is completely self-funded by the membership. AWC RMSA is not an insurance company; therefore your organization cannot be named as an "Additional Insured."

However, AWC RMSA, through its self-insured retention and excess insurer(s), provides blanket contractual coverage to its members that extend protection to the Evidence of Coverage Holder of the member, except for the sole negligence of the Evidence of Coverage Holder; subject to the terms, conditions, exclusions, definitions and limits of liability in the current AWC RMSA Coverage Agreement. This blanket contractual protection should fulfill your requirement to add your organization as an additional insured.