

INTERLOCAL AGREEMENT
for
ASSOCIATED PUBLIC EMPLOYERS INSURANCE PROGRAM

The Associated Public Employers Insurance Program ("APEIP") has been developed to provide certain advantages of joint purchasing of insurance and related services to participating public employers and their bargaining units, ("Participating Public Groups"). The purpose of this interlocal agreement ("Agreement") is to provide each of the Participating Public Groups the opportunity to join together with the other Participating Public Groups in order to access the features and benefits of APEIP insurance policies and programs.

A. AGREEMENT

1. **Effective Date.** This agreement shall become effective when signed by at least two Participating Public Groups, and for subsequent signatories, on the effective date of their APEIP insurance contract or service agreement. This Agreement shall have perpetual duration for all Participating Public Groups unless terminated in accordance with this Agreement.
2. **Termination of Interlocal Agreement.** Termination of this Agreement shall occur on the date that all but one Participating Public Group withdraws from APEIP. Upon termination of this Agreement, insurance policies issued in connection with APEIP shall terminate automatically.

Each of the Participating Public Groups may withdraw from APEIP participation on any anniversary of its participation in APEIP, or within six months after any written amendment to this Agreement, provided it has given the Administrator, R. L. Evans Company, Inc., 90 days written notice of its intent to withdraw. Failure to give this written notice of its intent to withdraw will result in probation from APEIP participation for a period of three (3) years following the withdrawal.

The withdrawal of a Participating Public Group shall not terminate this Agreement. Changes in Participating Public Group participation shall have no effect on this Agreement for the remaining Participating Public Groups.

B. RESPONSIBILITIES OF PARTICIPATING PUBLIC GROUPS

1. **Payment of Premium.** Each Participating Public Group shall be solely responsible for payments for insurance or other services obtained under this Agreement for the benefit of that Participating Public Group's employees. Each Participating Public Group shall separately receive billings and separately remit payments for such insurance or services directly to the insurance company or service provider. No Participating Public Group shall have or accept responsibility for the payment of insurance premiums payable by another party.
2. **Responsibilities for Own Negligence.** Each of the Participating Public Groups shall be responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. No Participating Public Group assumes responsibility to any other Participating Public Group for the consequences of any negligent or wrongful act or failure to act on the part of another Participating Public Group. No Participating Public Group assumes the responsibility to any other person, firm, or corporation for the consequences of any omission of any person, firm or corporation not a party to this Agreement.
3. **Provision of Data.** Each Participating Public Group's premium rates will be calculated independently after consideration of the demographic characteristics of its eligible employees. Claim experience for all APEIP members will be combined for experience rating purposes. Accordingly, each Participating Public Group shall promptly furnish such data to the APEIP administrator upon request.

C. RESPONSIBILITIES OF THE ADMINISTRATOR

- 1. **APEIP Operations.** R. L. Evans Company, Inc. shall be the APEIP administrator ("Administrator") and shall have responsibility for brokerage, day to day operation, negotiations with insurers and service providers, finances and other aspects of APEIP operations. This Agreement may be amended by R. L. Evans Company, Inc. provided that such amendment will not take effect unless notice is mailed to Participating Public Groups at least ninety (90) days before the proposed effective date of the amendment. No party to this Agreement may delegate the performance of any contractual obligation hereunder to a third party without the written consent of all the other contracting parties.
- 2. **Disclosure.** In accordance with RCW 39.34.030, the parties acknowledge no separate entity is created by this Agreement and there shall be no operation budget created due to this Agreement.

D. REQUEST TO PARTICIPATE

This Agreement is made and entered into by and among the several Participating Public Groups organized and existing under the constitution and laws as political subdivision of the State of Washington, which are parties signatory to this Agreement. Chapter 39.34 RCW permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

Participating Public Group: _____
 By: Anthony A. Piasecki
 Printed: Anthony A. Piasecki
 For: City of Des Moines
 Date: 8/16/11

Participating Public Group: Administration
 By: Douglas Evans
 Printed: Douglas Evans
 For: R. L. Evans Company, Inc
 Date: 10/5/2011.

APPROVED AS TO FORM:
Asst. Des Moines City Attorney