

**RESOLUTION NO. 17-15**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF WOODLAND SCHOOL DISTRICT NO. 404, COWLITZ COUNTY, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT RESTATING THE DISTRICT'S AGREEMENT IN CONNECTION WITH THE PURCHASE OF HEALTH CARE AND/OR OTHER INSURANCE FOR THE DISTRICT'S EMPLOYEES AND THEIR DEPENDENTS; CONFIRMING AND RATIFYING ACTIONS TAKEN BY THE DISTRICT WITH RESPECT TO THE PURCHASE OF HEALTH CARE AND/OR OTHER INSURANCE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO**

**WOODLAND SCHOOL DISTRICT NO. 404  
Cowlitz County, Washington**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WOODLAND SCHOOL DISTRICT NO. 404, COWLITZ COUNTY, WASHINGTON, as follows:

WHEREAS, Woodland School District NO. 404, Cowlitz County, Washington (the "District"), is a First-Class school district duly organized and existing under and by virtue of the Constitution and the laws of the state of Washington (the "State") now in effect;

WHEREAS, the Board of Directors (the "Board") of the District is authorized by RCW 28A.400.350 to purchase health care and/or other insurance for District employees and their dependents, among others;

WHEREAS, chapter 39.34 RCW authorizes two or more State public agencies, including the District, to jointly exercise any power or privilege which may be independently exercised by such public agency;

WHEREAS, RCW 28A.320.080 authorizes school districts in the State to form a joint purchasing agency for the purpose of purchasing supplies, equipment and services;

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED AND ORDERED, as follows:

**Section 1.** The Board hereby determines that it is in the District's best interests to purchase health care and/or other insurance for the benefits of District employees and their dependents, among others.

**Section 2.** The Board has determined that the most cost-effective way to purchase such insurance is to enter into an interlocal agreement pursuant to chapter 39.34 RCW with other school districts in the State.

**Section 3.** The Board hereby approves the interlocal agreement attached hereto as Exhibit "A" (the "Interlocal Agreement") and authorizes the Secretary to the Board to execute the Interlocal Agreement.

**Section 4.** The Secretary to the Board is hereby directed to deliver and file a certified copy of the Interlocal Agreement with the Cowlitz County Auditor.

**Section 5.** All acts of the Board and officers and employees of the District with respect to the purchase of health care and/or other insurance, the execution and delivery of the Interlocal Agreement and the execution and delivery of any and all other documents related thereto or deemed necessary and desirable in connection with such transaction shall be and are hereby ratified, confirmed and approved.

**Section 6.** All prior resolutions of this Board or any parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 7.** This Resolution shall take effect immediately upon adoption.

ADOPTED AND APPROVED by the Board of Directors of Woodland School District NO. 404, Cowlitz County, Washington, at a regular meeting thereof, held on November 27, 2017.

WOODLAND SCHOOL DISTRICT NO. 404  
Cowlitz County, Washington

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

ATTEST:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Secretary to the Board of Directors

\* \* \* \* \*

**CERTIFICATE**

I, Michael Green, Secretary to the Board of Directors of Woodland School District No. 404, Cowlitz County, Washington, hereby certify that the foregoing resolution is a full, true and correct copy of a resolution duly passed and adopted at a regular meeting of the Board of Directors of such District, duly held at the regular meeting place thereof on November 27, 2017, of which meeting all members of such Board had due notice, and at which a majority thereof was present; and that at such meeting such resolution was adopted by the following vote:

AYES, and in favor thereof:

NAYS:

ABSENT:

ABSTAIN:

I further certify that I have carefully compared the same with the original resolution on file and of record in my office; that such resolution is a full, true and correct copy of the original resolution adopted at such meeting; and that such resolution has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 27 day of November, 2017.

WOODLAND SCHOOL DISTRICT NO. 404  
Cowlitz County, Washington

\_\_\_\_\_  
Secretary to the Board of Directors

**EXHIBIT "A"**  
**COMPREHENSIVE SCHOOL POOL**  
**INTERLOCAL AGREEMENT**

This Interlocal Agreement (as may be amended from time to time, the "Interlocal Agreement") creates an agreement to be entered into by the parties hereto in its entirety, and is entered into effective as of the date set forth below by and among the school districts that are parties hereto (each a "District" and collectively the "Districts") pursuant to chapter 39.34 RCW (the "Interlocal Cooperation Act") and has been authorized by the governing body of each District. Each District is a "public agency" as defined in the Interlocal Cooperation Act.

**RECITALS**

WHEREAS, each District is a school district duly organized and existing under and by virtue of the Constitution and the laws of the state of Washington (the "State") now in effect;

WHEREAS, RCW 28A.400.350 authorizes each District to purchase health care insurance for such District's employees and their dependents;

WHEREAS, the Interlocal Cooperation Act authorizes two or more State public agencies, including school districts, to jointly exercise any power or privilege which may be independently exercised by such public agency;

WHEREAS, RCW 28A.320.080 authorizes school districts in the State to form a joint purchasing agency for the purpose of purchasing supplies, equipment and services;

WHEREAS, each District desires to ratify and confirm the creation of a joint purchasing agency by interlocal agreement for the purpose of purchasing health care insurance for each Districts' employees and their dependents;

NOW, THEREFORE, EACH DISTRICT HEREBY AGREES AS FOLLOWS:

**Section 1. Creation and Purpose.** The Districts hereby create the Washington Educational Program Pool as a joint purchasing agency for the purpose of selecting and purchasing health care and/or other insurance for persons for which each District is authorized to purchase such insurance as set forth in RCW 28A.400.350(1).

**Section 2. Management.** The affairs of the Washington Educational Program Pool shall be managed by a Board of Directors (the "Board") composed of the superintendent of each District (or the superintendent's designee). Unless otherwise specified herein, all decisions of the Board shall be by majority vote. The Board shall elect one of its members to serve as a "Chair" to execute documents and otherwise act on its behalf, provided that the chair shall take no action without first obtaining Board approval. The board shall conduct at least one annual meeting.

**Section 3. Powers.** The Washington Educational Program Pool is authorized to survey available health care and/or other insurance options and, upon Board approval, to execute an agreement to make available to each District the provision of certain insurance policies (the "Insurance Agreement"). Each District may elect to participate or not participate in any health care and/or other insurance policy made available through the Insurance Agreement for all or a portion of its employees. Each participating District shall execute a separate written agreement with insurer whereby it agrees to abide by the terms and conditions of the Insurance Agreement and any such policy. Each participating District shall be solely responsible for the

payment of any premium or other amount attributable to such District's participation in the Insurance Agreement and any such policy, whether such payments are made to Washington Educational Program Pool or to the insurance provider.

**Section 4. Termination, Withdrawal and Dissolution.** This Agreement shall remain in full force and effect for so long as two or more Districts remain a party hereto. Due to the Washington Educational Program Pool's need to competitively price and market the plans from time to time, any District that wishes to withdraw from this Agreement must supply an "intent to leave" notice to all Districts within the pool by registering with the General Agent no later than 90 days prior to termination. Notice must be sent to both authorized General Agents of the pool:

Alliant Insurance Services  
ATTN: Mark Patrick/Paul Belles  
818 West Riverside Ave Suite 800  
Spokane Wa 99201

The Partners Group  
ATTN: Mark Rose/Gus Kiss  
11225 SE 6<sup>th</sup> St. Suite 110  
Bellevue, Wa 98004

Once this notice has been sent to the Interlocal's General Agent this District will no longer be eligible for any plan year surplus share for the next year's premium offset even if said District remains in the Insurance Agreement. If the District maintains affiliation with the pool then the District will be fully eligible for future premium offsets. Receipt of the notice does not require the District to terminate affiliation with the Washington Educational Program Pool.

**Section 5: Finances and Budget.** The Washington Educational Program Pool may accept such funds as each District agrees to contribute. To the extent such funds are contributed, they shall be deposited into a special fund with the Treasurer of Cowlitz County, designated as the "Comprehensive School Pool Operating Fund." Such funds shall be expended in accordance with an annual budget prepared by the Chair and approved by the Board.

**Section 6: Filing of Interlocal Agreement.** The Washington Educational Program Pool shall cause this Interlocal Agreement and any amendment thereto to be filed with the County Auditor of any county in which a District is located.

**Section 7: Miscellaneous Provisions.**

A. Amendment and Joinder. This Interlocal Agreement may be amended by the written consent of a majority of the parties hereto. A school district in the State other than the Districts may be joined as a party to this Interlocal Agreement after the effective date of this Interlocal Agreement with the approval of a majority of the Board. Any school district that is so added will do so by executing such document(s) as the Chair deems necessary to evidence such school district's agreement to be bound by the terms and conditions of this Interlocal Agreement.

B. Audits. Each District agrees to comply with audit procedures, as established under this Interlocal Agreement or State Auditor to assure compliance with this Interlocal Agreement and state and federal law.

C. Confidentiality. Each District agrees to keep confidential any records generated under this Interlocal Agreement to the extent permitted by law.

D. Dispute Resolution. As a condition to pursuing relief in a court of law, any District that has a disagreement with any action taken under this Interlocal Agreement shall comply with such internal dispute resolution mechanism as the Board shall adopt.

E. Assignment. No District may assign its rights or delegate its performance hereunder to any person or entity without the prior written consent of the Board.

F. Entire Agreement. Except as expressly stated herein, this Interlocal Agreement constitutes the entire agreement with respect to the subject matter hereof and there are no other agreements, written or oral, relating to the subject matter hereof.

G. Notices. All notices shall be properly given only if made in writing and either delivered personally, or deposited in the United States Mail, certified or registered, with postage prepaid and addressed as set forth in the respective addresses designated below, or in each case, to such other person or addresses as from time to time may be specified in writing. Notices shall be deemed received at the earliest or actual receipt or five business days following mailing. Notices by facsimile that are followed up with mail shall be deemed to be received on the date of receipt of the facsimile, if during normal business hours.

H. Authorization to Sign. Each District warrants that it has the power and authorization to execute this Interlocal Agreement and any other documents executed pursuant to this Interlocal Agreement.

I. Severability. If any provision of this Interlocal Agreement shall be invalid, unenforceable or contrary to applicable law, the remainder of this Interlocal Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, unenforceable or contrary to applicable law, shall not be affected thereby and shall continue in full force and effect.

J. No Third Party Beneficiaries. Each District agrees that there are no third party beneficiaries to this Interlocal Agreement. It is intended for the sole benefit of the Districts only.

K. Governing Law and Venue. The laws of the State shall govern the construction and interpretation of this Interlocal Agreement and venue shall be in Spokane County, Washington for any arbitration, action or proceeding relating to this Interlocal Agreement.

L. Roberts Rules of Order. The rules contained in the most recent edition of *Robert's Rules of Order Newly Revised* shall govern all meetings of the Board conducted under the authority of this Interlocal Agreement.

M. Headings. The headings of sections in this Interlocal Agreement are for the convenience of the reader and do not constitute a part of this Interlocal Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, each of the Districts has entered into this Interlocal Agreement as of  
November 27, 2017

---

By: Superintendent  
Woodland School District No. 404  
Cowlitz County, Washington