

**CITY OF BELLINGHAM AND BELLINGHAM SCHOOL DISTRICT
INTERLOCAL AGREEMENT
RECREATIONAL AND ATHLETIC FACILITIES**

The **CITY OF BELLINGHAM**, a first class municipality of the State of Washington, located at City Hall, 210 Lottie Street, Bellingham, Washington, 98225 (hereinafter the "City"), and **BELLINGHAM SCHOOL DISTRICT No. 501, WHATCOM COUNTY, WASHINGTON**, a first class school district, located at 1306 Dupont, Bellingham, Washington 98225 (hereinafter the "School District"), in consideration of the mutual covenants set forth herein, agree to enter into the following interlocal agreement.

WHEREAS, pursuant to Chapter 39.34 RCW the City and School District are authorized to execute interlocal agreements for the purposes of providing services and facilities; and

WHEREAS, the City and School District own recreational and athletic facilities that have been funded by the public; and

WHEREAS, The City and School District have enjoyed a relationship of cooperation in use of public facilities and wish to continue an agreement for making the facilities of each available for the recreation and athletic needs of the School District students and the residents of Bellingham and Whatcom County.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED, the City and the School District agree as follows:

I. PURPOSE

The purpose of this interlocal agreement is to make the athletic and recreation facilities of the City and the School District available for the recreation and athletic needs of the School District students and the residents of Bellingham and Whatcom County.

II. SCOPE

- A. This Agreement covers the School District's use of facilities and property owned or operated by the City, including athletic fields, Arne Hanna Aquatic Center, Lake Padden Golf Course, parks, trails, park buildings, picnic shelters, and other selected facilities suitable for School District approved athletic and recreation use, subject to City approval (hereinafter "Park Property.")
- B. This Agreement covers the City's use of School District Facilities, including athletic fields, gymnasiums, and other selected facilities suitable for City approved community recreational use, subject to School District approval (hereinafter "School District Property.")

- C. The School District and the City have the right to alter or eliminate facilities that the other party uses under the Agreement upon thirty (30) days' written notice.
- D. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein will not be construed to as a waiver or relinquishment of any such right.

III. SCHEDULE OF USE

- A. The parties shall have use of each other's property on the dates and at the times set forth in an Events Schedule including dates and times mutually agreed to by the parties prior to each season. The schedule will be arranged to avoid conflict between City and School District use.
- B. Each party shall have first priority of use of its properties and reasonably have second priority of use of the other's properties. The Parties shall not unreasonably withhold facility use from one another.
- C. Facility Use spaces and times are subject to change due to emergencies and unforeseen circumstances and shall be agreed upon by both parties.
- D. Occupation of the facilities for a period different than stated may subject the parties to an adjustment of fees.

IV. SERVICES AND UTILITIES

- A. Each party shall be responsible for the provision of services and utilities for its own properties, to the extent these are normal operating costs, and shall pay for the same in accordance with applicable ordinances or policies except as otherwise specified herein. Each party agrees to furnish staff, supplies, and equipment for its own activities.
- B. Should the use of Properties result in additional costs to the party owning the Property being used, including but not limited to staff overtime for operating and/or cleaning the Property such costs will be paid by the party using the Property.
- C. For School District events at Civic Stadium, the School District may contact the Lions Club or if applicable, other third-party city-contracted vendor to determine whether the Lions Club or other vendor will provide concession sales at the event. If the Lions Club or other vendor will not provide concession sales at the event, the School District may request that the City approve the School District or an entity authorized by the School District to provide concession sales at the event. Such approval shall not be unreasonably denied by the City.

- D. For events at other premises, each party may request to conduct concessions sales during the agreed upon facility use at the other's premises. Such approval shall not be unreasonably denied by the City or the School District.

V. FEES AND PAYMENT

- A. The fee calculation methodology for use of City Property by the School District under this Agreement are set forth in Exhibit "A" attached hereto. The fees for use of School District Property by the City under this Agreement are set forth in Exhibit B, attached hereto. Each party retains sole discretion to set fees for its own Property, except that any revisions will not take effect until ninety (90) days following notice to the other party of changes to such fees; provided, that upon mutual agreement of the parties, new fees may take effect earlier than ninety (90) days following notice.
- B. Each party may submit an invoice as often as monthly but no later than 3 months following the use to the other party for facility use fees and any additional costs incurred during the preceding use period.
- C. Each party will remit payment within thirty (30) days of receipt of an invoice from the other party.

VI. TAXES, OTHER FEES, AND REGULATIONS

- A. The City and the School District are liable for all taxes, license fees, permit fees and similar costs that that may be applicable to their activities. Fees administered by the City that may be applicable include but are not limited to the following:
1. City Business and Occupation Tax, Bellingham Municipal Code 6.04
 2. City Admissions Tax, Bellingham Municipal Code 4.74
- B. The School District is referred to the City's Finance Director for information, forms and applications for City administered fees and to the Parks and Recreation Administration Offices for information and applications for the use of City Property under this agreement.
- C. The City is referred to the School District's Facility Rental office for information, forms and applications for the use of School District Property under this Agreement.
- D. The City and the School District will comply with all applicable statutes, ordinances and regulations relevant to this Agreement, and will obtain and pay for any applicable permits.

VII. ACCEPTANCE AND SURRENDER OF FACILITIES

- A. The City and the School District agree to accept the designated facilities without modification to them, as they exist at the time of execution of this Agreement.
- B. Decorating, altering, moving or removing equipment, or placing signs may occur at the discretion of the owner or operator of the facility.
- C. The City and the School District agree to surrender the facilities at the end of its occupancy in the same condition as when accepted and shall do its best to avoid damages to the facilities. The City and School District are each liable for the costs of repair of any damage to the other's facilities caused by it.

VIII. LIABILITY AND INSURANCE

- A. To the fullest extent permitted by law, the School District agrees to indemnify defend and hold harmless the City, its officers, agents, volunteers and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs or other alternative dispute resolution costs arising out of or resulting from the activities carried on under this Agreement where such liability is incurred in whole or in part by the actual or alleged negligent acts, errors or omissions of the School District or anyone directly or indirectly employed or hired by the School District or anyone for whose acts the School District may be liable. The City reserves the right, but not the obligation, to participate in its defense without relieving the School District of any obligation hereafter.
- B. To the fullest extent permitted by law, the City agrees to indemnify defend and hold harmless the School District its officers, agents, volunteers and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs or other alternative dispute resolution costs arising out of or resulting from the activities carried on under this Agreement where such liability is incurred in whole or in part by the actual or alleged negligent acts, errors or omissions of the City or anyone directly or indirectly employed or hired by the City or anyone for whose acts the City may be liable. The School District reserves the right, but not the obligation, to participate in its defense without relieving the City of any obligation hereafter.
- C. The School District shall provide comprehensive general liability insurance for all activities covered by this Agreement in a minimum amount of \$2 million for each occurrence and \$4 million in aggregate. The School District shall name the City as an additional insured on the policy. Such insurance shall be primary and non-contributory with any other insurance for which the City is a named insured. The insurance shall contain a waiver of any right of subrogation against the City. If applicable, the School District shall also provide automobile liability insurance in a

minimum amount of \$1 million. The School District shall provide the City with an insurance certificate evidencing the coverage together with any required endorsements.

- D. Pursuant to Bellingham Municipal Code 4.16, the City is self-insured for third party claims and maintains a substantial liability loss fund for that purpose. Claimants under this fund submit claim forms to the Department of Finance initially. These claims are adjudicated by the Risk Manager with review and appeal through the City Council. This fund is also the source of payment for settlements/judgments in litigation by third parties who claim negligence by the City. The City maintains excess liability insurance in addition to its self-insurance program. The City's self-insurance/excess insurance program shall cover those claims typically covered under both commercial general liability and employer's liability policies, and is at least equivalent to the minimum insurance requirements for the School District set forth subsection C
- E. The School District shall provide Workers Compensation coverage for its employees as required by law. The School District specifically agrees to defend and indemnify the City from claims or suits brought by School District's own employees against the City; and for that purpose, the School District specifically waives any immunity under the Workers Compensation Act; provided, however, that the School District's waiver of immunity extends only to claims against the School District by the City and does not include or extend to any claims by the School District's employees directly against the School District.
- F. The City shall provide Workers Compensation coverage for its employees as required by law. The City specifically agrees to defend and indemnify the School District from claims or suits brought by City's own employees against the School District; and for that purpose, the City specifically waives any immunity under the Workers Compensation Act; provided, however, that the City's waiver of immunity extends only to claims against the City by School District and does not include or extend to any claims by the City's employees directly against the City.

IX. RESPONSIBILITY FOR CONDUCT OF INVITEES

- A. The School District assumes the duty of protecting the property of the City from the acts of persons on property at the invitation of the School District, and for these purposes, the "property of the City" means not only facilities herein, but related facilities owned by the City.
- B. The City assumes the duty of protecting the property of the School District from the acts of persons on the property at the invitation of the City and for these purposes, the "property of the School District" means not only facilities herein, but related facilities owned by the School District.

X. ADDITIONAL REGULATIONS

During times of use under this Agreement, the parties shall make reasonable efforts to prohibit the use or possession of alcoholic beverages, tobacco products and delivery devices, firearms, and dangerous weapons as defined by law and shall not sell or give away alcoholic beverages, at the Properties in use.

XI. ADVERTISING

Neither party shall permit any posting of advertising matter of any kind at the other's facilities, except in places designated by the City or the School District for such purposes. Advertising matter for anything other than activities of the Parks and Recreation Department or the School District may only be posted with written permission of the responsible official or designee of each party. Any advertising matter that is objected to by the responsible official or designee shall be removed.

XII. SECURITY

Security and crowd control are the responsibilities of each party when using the other's facilities, and each shall ensure that good order is always maintained.

XIII. EQUAL OPPORTUNITY

The City and the School District provide equal opportunity in programs and employment and do not discriminate based on race, color, national origin/language, creed/religion, sex, sexual orientation (including gender identity), disability or the use of a service animal by a person with a disability, age, marital status, honorably discharged veterans, or military status.

XIV. REPRESENTATIVES OF THE PARTIES

- A. The City's Department of Parks and Recreation is responsible for compliance with this Agreement. The City designates the Parks and Recreation Director, as the person who shall be the City's representative responsible to the School District for liaison and compliance for all purposes of this Agreement.
- B. The School District's Facilities Use office is responsible for compliance with the Agreement. The School District designates the Assistant Superintendent Finance and Operations, as representative responsible to the City for liaison and compliance for all purposes of this Agreement.

XV. SPECIAL CONDITIONS

- A. Designated School District staff must be present during all activities held on City Property, are responsible for all aspects of any events held at City Facilities and will enforce and follow all policies and procedures of the Parks and Recreation Department and the City of Bellingham.
- B. Designated City staff must be present during all activities held on School District Property and are responsible for all aspects of any events held at School District Facilities and will enforce and follow all policies and procedures of the School District.

XVI. EFFECTIVE DATE AND TERMINATION OF AGREEMENT

- A. The Agreement shall take effect following its execution by both parties once it has been listed by subject on the parties' respective websites or filed with the County Auditor pursuant to RCW 39.34.040.
- B. Either party may terminate this Agreement for convenience upon ninety (90) days' written notice to the other party.
- C. This Agreement may be terminated by either party for cause upon the giving of fifteen (15) days' written notice of the other party of intent to so terminate, specifying the grounds for termination including but not limited to breach of a provision of this Agreement, breach of law or regulation, or misfeasance. During this period, the terminating party in its sole discretion may immediately suspend the other party from further activities. If during the fifteen-day period, in the sole discretion of the party giving notice, (a) the ground(s) for termination can be remedied and (b) the party so notified has corrected the situation, then this Agreement shall not terminate. If either (a) or (b) is not the case, this Agreement shall terminate at the end of the fifteen-day period.
- D. Notwithstanding notice of termination and during the pendency of any termination notice, each party shall continue to pay the other party amounts due under this Agreement and, unless otherwise requested, shall fully and faithfully continue to perform its obligations under this Agreement. Amounts due under this Agreement shall be pro-rated to the date of termination, considering any damages suffered arising out of this Agreement.

XVII. PUBLIC RECORDS

Each party is responsible for retaining records it creates, owns, or uses in accordance with applicable records retention schedules. All public records requests will be handled by the party receiving the request in accordance with its own policies and state law.

XVIII. NO THIRD-PARTY BENEFICIARIES

Nothing contained herein is intended to, nor shall be construed to, create any rights in any third party, or to form a basis for any liability on the part of the City or School District, or their officials, employees, agents or representatives, to any third party.

EXECUTED this the 14th day of August, 2019 for the
BELLINGHAM SCHOOL DISTRICT:

[Redacted Signature]

Bellingham School District Representative
Greg Baker, Superintendent

EXECUTED this the 19th day of Sept., 2019 for the CITY OF BELLINGHAM:

[Redacted Signature]

Mayor Pro Tempore

Departmental Approval:

[Redacted Signature]

Department Head

Attest: [Redacted Signature]

Finance Director [Signature]

Approved as to Form: [Redacted Signature]

Office of the City Attorney

Exhibit A

Fee Calculation for Use of City Facilities by Bellingham School District

City of Bellingham owned, or managed facilities are available for Bellingham School District approved activities under the terms of this Interlocal Agreement for student athletic and recreation activities.

Athletic Fields and Facilities:

Student athletic and recreation activities at the following fields and facilities shall be billed at 50% of the current non-commercial fees as adopted by the Bellingham City Council:

Civic Stadium, Joe Martin Field, Frank Geri Fields, Squalicum Park Fields, and any other athletic fields owned and operated by the City that it deems appropriate for School District use.

Also, open park areas and trails that the City deems as appropriate may be reserved at 50% of the current non-commercial rate for Bellingham School District athletic and recreational use. The general public may use open park areas and trails during school athletic and recreation events.

Shelters, Pavilions and Buildings:

May be reserved prior to 5:00 PM on weekdays for student athletic and recreation activities at 50% of the current non-commercial fees as adopted by the Bellingham City Council. Schools are permitted to reserve a park shelter or pavilion for the specific purpose of an end of school year picnic.

Shelters that are reserved as part of an athletic competition event that begins prior to 5:00 PM on weekdays may extend beyond 5:00 PM at the same 50% rate. Reservations at all other times and for all other purposes shall pay 100% of the adopted non-commercial fee.

Arne Hanna Aquatic Center:

The terms of this agreement will apply to use of the Arne Hanna Aquatic Center effective at the start of 2020-2021 swim season. Fees shall be based on the pre-determined schedule of use for each season and shall be charged at 50% of the current non-commercial fee as adopted by the Bellingham City Council. Any additional swim team practices and swim meets at the Arne Hanna Aquatic Center beyond those reserved prior to the season will be charged

the regular facility rates. Non-School District programs may be scheduled in the other pools during the School District swim team practices and dual swim meets. Swim team members may use the hydrotherapy pool. Swim Team members may use the instructional pool if open to the public.

Lake Padden Golf Course:

A maximum of two schools may use Lake Padden Golf Course as their home course during any school year. Each school may have two teams, male and female, consisting of two squads of junior varsity and varsity. Teams will alternate daily between using practice facilities and playing on the course.

- Beginning the first season following approval of this Agreement, the District shall pay a flat rate of \$2200 (or \$1100 per team) plus applicable sales tax for each school utilizing Lake Padden Golf Course. The rate shall increase by 3% each year thereafter. Fees for regular season use shall not exceed 50% of the rates adopted by City Council. The flat rate includes the following:
 - Range Balls: A maximum of 8 large buckets per team per day, not to exceed one bucket per two players. 240 buckets maximum per school per year.
 - 9 Hole Rounds: A maximum of 250 rounds per team per school. 500 9-hole rounds per school per season.
 - 18 Hole Rounds: A maximum of 48 total rounds per team per school. 96 18-hole rounds per school per school.
- Each team (male and female) may host up to 1 Varsity conference and 2 Junior varsity conference tournaments per season scheduled in advance with the course General Manager prior to the start of each season.
- Non-School District programs may be scheduled on the golf course during School District golf practice and matches.
- Use of the course shall be for a maximum of 12 weeks per year, not including scheduled school breaks, such as spring vacation.
- Play and practice subject to this agreement shall be scheduled on weekdays only.
- Range buckets and rounds cannot be transferred between teams or schools.
- Any additional use beyond the scheduled 12-week season or the maximum amount listed above shall be charged the established rates as adopted by the City Council.

Exhibit B
Fees for Use of Bellingham School District Facilities by Parks and Recreation Department, City of Bellingham

Bellingham School District owned, or managed facilities are available for Parks and Recreation approved athletic and recreation activities under the terms of this Interlocal Agreement.

Athletic Fields and Gym Facilities:

City community athletic and recreation activities that are operated by the City's Parks and Recreation Department at School District-owned fields, gymnasiums and any other facilities that the school District deems appropriate shall be billed at 50% of the current Category 4 user group rate, which includes Government Agencies, as adopted by the School District in its Facility Use Fee Schedule.

Reservations that are not related to athletic or recreational activities or are by other City departments shall pay 100% of the adopted Category 4 user group rate.

Schools Insurance Association of Washington

CERTIFICATE OF COVERAGE

Issue Date: 09/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL COVERED PARTY, the MOC must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the MOC, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823 Phone 509-754-2027 Fax 509-754-3406	GENERAL LIABILITY SIAW/Munich Re et al. AUTOMOBILE LIABILITY SIAW/Munich Re et al.
COVERED MEMBER	PROPERTY SIAW/Munich Re, et al. CRIME / PUBLIC EMPLOYEE DISHONESTY SIAW/Munich Re
Bellingham School District #501 1306 Dupont Street Bellingham, WA 98225	

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MOC DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MOC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	MOC NUMBER	MOC EFF DATE	MOC EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM	SIAW192034010	09/01/2019	09/01/2020	GENERAL AGGREGATE PRODUCT-COMP/OP AGG PERSONAL & ADV. INJURY EACH OCCURRENCE ANNUAL PROGRAM AGGREGATE	\$36,000,000 \$36,000,000 30,000,000 30,000,000 \$100,000,000
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)					
AUTOMOBILE LIABILITY					
ANY AUTO	SIAW192034010	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT ANNUAL PROGRAM AGGREGATE	\$30,000,000 NONE
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)					
PROPERTY					
	SIAW192034010	09/01/2019	09/01/2020	ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC (Except FZ A&V, which is \$1MM) ANNUAL PROGRAM AGGREGATE	\$150,000,000 \$35,000,000 \$25,000,000 NONE
(PROPERTY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)					
CRIME/PUBLIC EMPLOYEE DISHONESTY					
(CRIME SUBJECT TO A \$250,000 PROGRAM SIR)	SIAW192034010	09/01/2019	09/01/2020	PER LOSS	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding the City of Bellingham and Bellingham School District Interlocal Agreement Recreational and Athletic Facilities. City of Bellingham is named as Additional Covered Party regarding this agreement only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party and Waiver of Transfer of Rights endorsements are attached. The MOC is primary and non-contributory.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THE MOC.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Attn: Melissa Bianconi, Recreation Manager City of Bellingham 210 Lottie Street Bellingham, WA 98225	

ADDITIONAL COVERED PARTY ENDORSEMENT

THIS ENDORSEMENT MODIFIES COVERAGE PROVIDED UNDER THE FOLLOWING:

GENERAL LIABILITY COVERAGE PART

How coverage is changed:

It is agreed that the interest of any **Additional Covered Party** is recognized as their interests may appear, providing the certificate of coverage that this is attached to has been issued and is on file with the Company.

The Limits of Coverage applicable to the **Additional Covered Party** are those specified in either the:

1. Written contract or written agreement; or
2. Declarations for this MOC, whichever is less.

These Limits of Coverage are inclusive and not in addition to the Limits of Coverage shown in the Declarations.

All other terms and conditions remain unchanged.

Additional Covered Party:

Attn: Melissa Bianconi, Recreation Manager
City of Bellingham
210 Lottie Street
Bellingham, WA 98225

Regarding the City of Bellingham and Bellingham School District Interlocal Agreement Recreational and Athletic Facilities. City of Bellingham is named as Additional Covered Party regarding this agreement only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party and Waiver of Transfer of Rights endorsements are attached. The MOC is primary and non-contributory.

AMENDMENT OF DEFINITION OF COVERED PARTY

THIS ENDORSEMENT MODIFIES COVERAGE PROVIDED UNDER THE FOLLOWING:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the MOC effective on the inception date of the MOC unless another date is indicated above.

The following is added to the definition of **Covered Party** in the Liability Coverages (General Liability, **Sexual Abuse, Wrongful Acts, Automobile**) Common Conditions, Definitions, and Exclusions section of the MOC:

With respect to **Bodily Injury** and/or **Property Damage** under the General Liability Coverage Part, any person or organization with whom you have agreed in a written contract or written agreement to assume the **Tort Liability** for a specified activity or operation is a **Covered Party** with regards to such specified activity or operation. However, this coverage only applies with respect to liability for **Bodily Injury** or **Property Damage** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

The following provisions also apply:

- (1) The written contract or written agreement must be in effect at the inception of the **Coverage Period** or become effective during the **Coverage Period**; and
- (2) The written contract or written agreement must be executed prior to the **Bodily Injury** or **Property Damage**.
- (3) If required by the terms of said contract, the coverage provided under this endorsement shall be primary and non-contributory with any **Other Insurance** available to the person or organization you have the contract or agreement with.

In no case will the limits of coverage provided under this agreement exceed the limits as required in the contract or agreement, or the limit of liability available under this MOC, whichever is less.

- (4) Except with respect to the Limits of Coverage, and any rights or duties specifically assigned in this Coverage Part to the **Covered Member**, this coverage applies:
 - a. As if each **Covered Member** were the only **Covered Member**; and
 - b. Separately to each **Covered Party** against whom claim is made or **Suit** is brought.

Subject to the paragraphs above, any such person's or organization's status as a **Covered Party** ends when any of the following first occurs: this MOC terminates; the written contract or written agreement terminates; or the specified activity or operation terminates.

Tort Liability means liability that would be imposed by law in the absence of any contract or agreement.

All other terms and conditions remain unchanged.

WAIVER OF TRANSFER OF RIGHTS AND RECOVERY AGAINST OTHERS TO US

THIS ENDORSEMENT MODIFIES COVERAGE PROVIDED UNDER THE FOLLOWING:

GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Bellingham
210 Lottie Street
Bellingham, WA 98225

Any person or organization as shown in the Schedule above, for whom we make a payment under this coverage, must transfer their right to recovery against any other party. After a **Claim** they must do everything necessary to secure, and nothing to impair these rights. However, we will waive our right of recovery against any person or organization as shown in the Schedule above with respect to which the **Covered Party** has waived its right of recovery prior to the **Occurrence, Accident, or Wrongful Act** in a **Covered Contract**.

All other terms and conditions remain unchanged.