

Port of Chelan County Resolution No. 2019-17

Port of Douglas County Resolution No. 2019-10

Chelan Douglas Regional Port Authority Resolution No. 2019-15

Pangborn Memorial Airport Governing Board Resolution No. 2019-007

A JOINT RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF CHELAN COUNTY, THE BOARD OF COMMISSIONERS OF THE PORT OF DOUGLAS COUNTY, THE GOVERNING BOARD FOR PANGBORN MEMORIAL AIRPORT, AND THE BOARD OF DIRECTORS OF THE CHELAN DOUGLAS REGIONAL PORT AUTHORITY REGARDING JOINT DEFENSE, INSURANCE AND LITIGATION

WHEREAS effective June 25, 2019, the Port of Chelan County ("POCC") and the Port of Douglas County ("PODC") formed the Chelan Douglas Regional Port Authority ("CDRPA") to functionally consolidate the operations and activities of the POCC, the PODC, and Pangborn Memorial Airport ("PMA") consistent with the Interlocal Cooperation Agreement dated June 11, 2019 ("ILA").

WHEREAS the ILA anticipates a Plan of Consolidation and the adoption of Resolutions to address various matters that need to be resolved prior to January 1, 2020 (the "Functional Consolidation Date").

WHEREAS as part of the Plan of Consolidation the POCC and PODC agreed to address risk management and legal support.

WHEREAS the POCC, the PODC and PMA obtain insurance through Enduris and PMA also obtains an Airport Owners and Operators General Liability Policy through Chubb Insurance and a Storage Tank Pollution Liability Policy through Colony Insurance Company. The declaration pages associated with the insurance currently maintained by POCC, PODC and PMA are attached hereto as Exhibit "A".

WHEREAS effective as of the Functional Consolidation Date, PMA will no longer have employees or hold title to any real or personal property. PMA will remain as a separate legal entity through December 31, 2022 pursuant to the terms of the ILA.

WHEREAS effective as of the Functional Consolidation Date, the CDRPA will own the real and personal property currently owned by PMA, and the CDRPA will manage all real and personal property owned by the POCC and the PODC consistent with the ILA.

WHEREAS the CDRPA shall initially obtain insurance through Enduris, Chubb Insurance, and Colony Insurance Company materially consistent with the coverage set forth on Exhibit "A" effective as of the Functional Consolidation Date. The anticipation is that there will ultimately be three policies, one with Enduris, one with Chubb Insurance with regard to the Airport Owners

and Operators General Liability Policy, and one with Colony Insurance Company. In each case, the CDRPA, POCC, PODC and PMA will be identified as named insureds.

WHEREAS the parties desire to address risk management issues and insurance coverage pursuant to this Resolution. For purposes of this Joint Resolution, "litigation" means (i) any claim by a third party made against the CDRPA, POCC, PODC and/or PMA, whether or not a formal action has been commenced and whether or not the claim is covered by insurance, (ii) any claim, suit or proceeding commenced by the POCC, PODC or PMA against a third party prior to the Functional Consolidation Date, and (iii) any claim asserted by the CDRPA.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Port of Chelan County, the Board of Commissioners of the Port of Douglas County, and the Board of Directors of the Chelan Douglas Regional Port Authority as follows:

1. The CDRPA shall obtain property and liability insurance through Enduris for the CDRPA, POCC, PODC and PMA effective as of the Functional Consolidation Date consistent with the coverage outlined on Exhibit "A". Unless otherwise directed by the CDRPA, in writing, the CDRPA shall be identified as the "loss payee" on all property insurance policies obtained.
2. The CDRPA shall obtain Airport Owners and Operators General Liability Policy effective as of the Functional Consolidation Date consistent with the coverage currently provided by Chubb Insurance outlined on Exhibit "A". The CDRPA will also obtain a Storage Tank Pollution Liability Policy through Colony Insurance Company effective as of the Functional Consolidation Date consistent with the coverage currently provided by Colony Insurance Company outlined on Exhibit "A".
3. The CDRPA, POCC, PODC and PMA will be identified as named insureds on all policies obtained. The CDRPA shall be the first named insured and will be the only entity receiving notices and authorized to make policy changes.
4. The CDRPA is hereby delegated the authority to oversee, direct and manage all pending litigation involving POCC, PODC and PMA and commenced prior to the Functional Consolidation Date, with full authority to settle, compromise and resolve the pending litigation.
5. The CDRPA shall manage and oversee the defense of the POCC, PODC, and PMA associated with regard to any litigation commenced after the Functional Consolidation Date associated with a matter arising prior to the Functional Consolidation Date, with full authority to oversee, direct, manage, settle, compromise and resolve the future litigation.
6. The CDRPA shall defend and indemnify the POCC, PODC, and PMA, their respective Commissioner, employees, and representatives, in any matter associated with or related to (a) any litigation commenced after the Functional Consolidation Date associated with

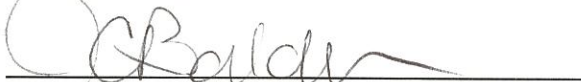
any negligence, act or omission, or accusations thereof, of the CDRPA arising after the Functional Consolidation Date, with full authority to oversee, direct, manage, settle, compromise and resolve said litigation, and (b) all acts taken in furtherance of the ILA prior to the Functional Consolidation Date.

7. Any litigation commenced by the CDRPA will require future CDRPA Board approval.
8. POCC, PODC and PMA release and hold each other and the CDRPA harmless with regard to any actions taken on or after June 11, 2019, related to, associated with, or taken in reliance on this Joint Resolution and the ILA.
9. In the event the termination provisions in the ILA are invoked, Sections 3, 4, 5, and 7 shall remain in effect during the pendency of the termination process, unless either the POCC or the PODC provides written notice to the other terminating Sections 3, 4, and 5, in which event Section 10, below, shall apply.
10. Nothing herein or in the ILA shall be interpreted as (a) the assumption of any liability, known or unknown, of one party by the other party existing prior to the Functional Consolidation Date, (b) one party becoming the guarantor of the other party, or (c) allocating any liability related to litigation between the POCC or PODC arising after the Functional Consolidation Date.
11. In the event of termination of the ILA or if the notice is provided as set forth in Section 7, above, (a) the responsibility for litigation within the scope of Sections 3 and 4, above, shall return to the party against whom, or who commenced, the litigation; and (b) the responsibility for litigation within the scope of Section 5 shall immediately be determined by the POCC and PODC (or a mediator) during the pendency of the termination process, and ultimately allocated as part of the termination of the CDRPA.
12. This Joint Resolution shall be effective immediately.

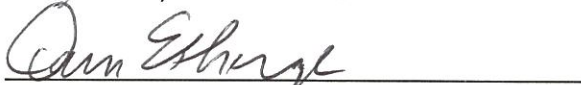
DATED: 11-5-19

DATED: 11.12.19

PORT OF CHELAN COUNTY



J.C. Baldwin, Commissioner




Donn Etherington, Commissioner

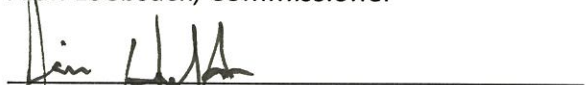


Rory Turner, Commissioner


PORT OF DOUGLAS COUNTY



Alan Loebsock, Commissioner



Jim Huffman, Commissioner



Mark Spurgeon, Commissioner

DATED: 11.12.19

CHELAN DOUGLAS REGIONAL PORT AUTHORITY



J.C. Baldwin, Director



Donn Etherington, Director



Rory Turner, Director



Alan Loeb sack, Director



Jim Huffman, Director



Mark Spurgeon, Director

DATED: 11.12.19

PANGBORN MEMORIAL AIRPORT GOVERNING BOARD



J.C. Baldwin, Director



Donn Etherington, Director



Rory Turner, Director



Alan Loeb sack, Director



Jim Huffman, Director



Mark Spurgeon, Director

EXHIBIT "A-1"
Enduris – Port of Chelan County

BINDER

(Summary of Coverage)

MEMBER:
 Port of Chelan County
 238 Olds Station Rd Ste A
 Wenatchee, Washington 98801

MEMORANDUM #
 2019-00-445A

EFFECTIVE:
 9/1/2018 through 8/31/2019

This is to certify that the Memorandum of Coverage has been issued to the Member named above for the period indicated.

COVERAGE:	COVERAGE TYPE	LIMIT	DEDUCTIBLE
GENERAL LIABILITY <i>General Liability; Professional Liability; Personal Liability</i>	Each occurrence	\$20,000,000	\$1,000
AUTO LIABILITY <i>Hired and Non-Owned; Temporary Substitute</i>	Each occurrence	\$20,000,000	\$1,000
PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY	Each Wrongful Act Member Aggregate	\$20,000,000 \$20,000,000	\$1,000
TERRORISM LIABILITY	Each Occurrence Aggregate	\$500,000 \$1,000,000	\$1,000
EMPLOYMENT PRACTICES LIABILITY	Aggregate Per member	\$20,000,000	20% Co Pay*
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	Per Occurrence Member Aggregate	\$1,000,000 N/A	\$1,000
NAMED POSITION COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	Per Occurrence Member Aggregate	N/A N/A	N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY <i>Property; Mobile Equipment; Boiler & Machinery</i>	Replacement Cost	Per Schedule with Enduris	Per Schedule with Enduris
CYBER COVERAGE	Each Occurrence Member Aggregate	\$2,000,000	20% Co Pay*
AUTOMOBILE PHYSICAL DAMAGE	Per Schedule with Enduris	N/A	\$250
IDENTITY FRAUD EXPENSE REIMBURSEMENT	Per Occurrence Member Aggregate	\$25,000 \$25,000	\$1,000

CoPay may be waived as per Memorandum of Coverage



Rataek Orby
 Authorized Representative
 Chief Operating Officer

1610 S. Technology Blvd. Ste 100 - Spokane Washington - 99224 Tel. (509) 838-0910 - Toll Free (800) 462-8418 - Fax (509) 747-3875

EXHIBIT "A-2"
Enduris – Port of Douglas County


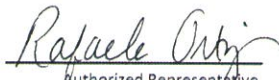
BINDER			
(Summary of Coverage)			
MEMBER: Port of Douglas County 1 South Campbell Parkway, Ste D East Wenatchee, Washington 98802	MEMORANDUM # 2020-00-444		
	EFFECTIVE: 9/1/2019 through 8/31/2020		
<i>This is to certify that the Memorandum of Coverage has been issued to the Member named above for the period indicated.</i>			
COVERAGE:	COVERAGE TYPE	LIMIT	DEDUCTIBLE
GENERAL LIABILITY <i>General Liability; Professional Liability; Personal Liability</i>	Each occurrence	\$20,000,000	\$1,000
AUTO LIABILITY <i>Hired and Non-Owned; Temporary Substitute</i>	Each occurrence	\$20,000,000	\$1,000
PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY	Each Wrongful Act Member Aggregate	\$20,000,000 \$20,000,000	\$1,000
TERRORISM LIABILITY	Each Occurrence Aggregate	\$500,000 \$1,000,000	\$1,000
EMPLOYMENT PRACTICES LIABILITY	Aggregate Per member	\$20,000,000	20% Co Pay*
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	Per Occurrence Member Aggregate	\$100,000 N/A	\$1,000
NAMED POSITION COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	Per Occurrence Member Aggregate	N/A N/A	N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY <i>Property; Mobile Equipment; Boiler & Machinery</i>	Replacement Cost	Per Schedule with Enduris	Per Schedule with Enduris
CYBER COVERAGE	Each Occurrence Member Aggregate	\$2,000,000	20% Co Pay*
AUTOMOBILE PHYSICAL DAMAGE	Per Schedule with Enduris	N/A	\$250
IDENTITY FRAUD EXPENSE REIMBURSEMENT	Per Occurrence Member Aggregate	\$25,000 \$25,000	\$1,000
<i>*CoPay may be waived as per Memorandum of Coverage</i>			
		 Authorized Representative Chief Operating Officer	
1610 S. Technology Blvd. Ste 100 - Spokane Washington - 99224 Tel. (509) 838-0910 - Toll Free (800) 462-8418 - Fax (509) 747-3875			

EXHIBIT "A-3"
Enduris – Pangborn Memorial Airport

BINDER
 (Summary of Coverage)

MEMBER:
 Pangborn Memorial Airport
 One Pangborn Dr
 East Wenatchee, Washington 98802

MEMORANDUM #
 2019-00-445B

EFFECTIVE:
 9/1/2018 through 8/31/2019

This is to certify that the Memorandum of Coverage has been issued to the Member named above for the period indicated.

COVERAGE:	COVERAGE TYPE	LIMIT	DEDUCTIBLE
GENERAL LIABILITY <i>General Liability; Professional Liability; Personal Liability</i>	Each occurrence	\$20,000,000	\$1,000
AUTO LIABILITY <i>Hired and Non-Owned; Temporary Substitute</i>	Each occurrence	\$20,000,000	\$1,000
PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY	Each Wrongful Act Member Aggregate	\$20,000,000 \$20,000,000	\$1,000
TERRORISM LIABILITY	Each Occurrence Aggregate	\$500,000 \$1,000,000	\$1,000
EMPLOYMENT PRACTICES LIABILITY	Aggregate Per member	\$20,000,000	20% Co Pay*
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	Per Occurrence Member Aggregate	\$350,000 N/A	\$1,000
NAMED POSITION COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	Per Occurrence Member Aggregate	N/A N/A	N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY <i>Property; Mobile Equipment; Boiler & Machinery</i>	Replacement Cost	Per Schedule with Enduris	Per Schedule with Enduris
CYBER COVERAGE	Each Occurrence Member Aggregate	\$2,000,000	20% Co Pay*
AUTOMOBILE PHYSICAL DAMAGE	Per Schedule with Enduris	Per Schedule with Enduris	\$250
IDENTITY FRAUD EXPENSE REIMBURSEMENT	Per Occurrence Member Aggregate	\$25,000 \$25,000	\$1,000

CoPay may be waived as per Memorandum of Coverage



1610 S. Technology Blvd. Ste 100 - Spokane Washington - 99224 Tel. (509) 838-0910 - Toll Free (800) 462-8418 - Fax (509) 747-3875

Rafael Ortiz
 Authorized Representative
 Chief Operating Officer

ENDURIS

DECLARATION LIABILITY COVERAGE

POLICY PERIOD: FROM SEPTEMBER 1, 2018 TO SEPTEMBER 1, 2019

LIABILITY

Enduris will pay on behalf of the Members that portion of the Ultimate Net Loss which the Member shall have become legally obligated to pay as damages and related Claims Expense because of Public Officials Errors & Omissions, Employment Practices Liability, Auto Liability, General Liability, Bodily Injury, Property Damage or Personal Injury to which coverage and exclusions apply.

COVERAGE & LIMITS:

\$20,000,000	<u>General Liability Coverage</u>
\$20,000,000	General Liability – Products-Completed Operations Hazard
\$20,000,000	Professional Coverage
\$20,000,000	Personal Injury – Sexual Molestation
\$20,000,000	Employee Benefit Liability - Subject to an aggregate of 36 months coverage from the last occurrence.
\$20,000,000	Fellow Volunteers/Employees' Liability
\$500,000	Terrorist Liability
\$1,000,000	<i>Aggregate for Pool; distribution per Enduris Board</i>
	<u>Automobile Liability Coverage</u>
\$20,000,000	Combined Single Limit of Liability for Bodily Injury/ Property Damage Each Accident
\$20,000,000	Single Limit Each Accident
\$20,000,000	Non-Owned Auto Coverage
\$20,000,000	Hired Auto Coverage
\$20,000,000	Temporary Substitute Auto Coverage
	<u>Public Officials Errors & Omissions Liability Coverage</u>
\$20,000,000	Each Wrongful Act
\$20,000,000	<i>Aggregate Per Member</i>
	<u>Liability Deductible</u>
\$1,000	Minimum deductible
	<u>Employment Practice Liability Coverage</u>
\$20,000,000	Per Occurrence – Per Member
\$20,000,000	<i>Aggregate Per Member</i>
Co-pay 20%	<i>(Co-pay may be waived per Addendum R) Maximum member co-pay \$100,000</i>

Forms and Addendums attached.

ENDURIS MEMBER DEDUCTIBLES

LIABILITY

\$20,000,000 per occurrence (See Liability Section for Coverage)

Liability Deductible

Minimum deductible unless otherwise stated \$ \$1,000

PROPERTY

Per schedule with Enduris, all perils. (See Property Section for Coverage)

Property Deductible

Minimum deductible unless otherwise stated \$ \$5,000

BOILER & MACHINERY EQUIPMENT

\$100,000,000 combined limit (See Property Section for Coverage)

Boiler & Machinery Deductible

Minimum deductible unless otherwise stated \$ \$5,000

Automobile **C**omprehensive & **C**ollision

Per schedule with Enduris (See Vehicle Comprehensive & Collision Coverage Section for Coverage)

Automobile Comprehensive & Collision Deductible

Minimum deductible unless otherwise stated \$ \$250

EXHIBIT "A-4"
CHUBB – Pangborn Memorial Airport

CHUBB

**AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY
 DECLARATIONS**

This Insurance Policy is issued By:	Policy Number:
ACE Property and Casualty Insurance Company	AAP N00983640 012
P.O. Box 1000	
436 Walnut Street	Renewal of:
Philadelphia, Pennsylvania 19106	AAP N00983640 011

Named Insured and Mailing Address:
 Pangborn Memorial Airport, a joint venture of the Port of Chelan County and the Port of Douglas County
 One Pangborn Drive
 East Wenatchee, Washington 98802-9233

The Named Insured is: Public Corporation

Location of the Airport(s) You Own or Operate:
 EAT Pangborn Memorial Airport, East Wenatchee, WA

From: June 15, 2019 **To:** June 15, 2022
 at 12.01 a.m. Standard Time at your mailing address shown above.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Limits of Insurance:

Products-Completed Operations Aggregate Limit	\$ 25,000,000
Personal Injury and Advertising Injury Aggregate Limit	\$ 25,000,000
Malpractice Aggregate Limit	\$ 25,000,000
Each Occurrence Limit	\$ 25,000,000
Fire Damage Limit Any One Fire	\$ 100,000
Medical Expense Limit Any One Person	\$ 5,000
Hangarkeepers Limit Any One Occurrence	\$ 25,000,000
Hangarkeepers Limit Any One Aircraft	\$ 25,000,000
Non-Owned Aircraft Liability Limit Any One Occurrence	\$ 25,000,000

Deductibles:

Each Occurrence or Offense Deductible	\$ Nil
Aggregate Deductible	\$ Nil

Premium:

Advance Premium	\$ 23,295
Extended Coverage Endorsement AAP 203	\$ Not Purchased
Endorsement Premium	\$ Included
Terrorism Risk Insurance Act Premium	\$ 210
Total Advance Premium	\$ 23,505

Policy Forms and Endorsements are described in the attached Schedule of Endorsements.

Signature: 
 By Authorized Representative

Policy Number: AAP N00983640 012
 Effective Date: June 15, 2019
 Insured: Pangborn Memorial Airport

SCHEDULE OF ENDORSEMENTS

Policy Forms applicable to airports and locations in: Washington

The endorsements listed below form part of this policy at inception and are deemed to have been signed by the same Authorized Representative that signed the Declarations (form AAP 201 11/99).

TITLE	Endorsement No. and Edition Date
Washington Changes	9001-WA (11/99)
Airport Owners and Operators General Liability Policy - Jacket	AAP 200 (07/10)
Airport Owners and Operators General Liability Policy - Declarations	AAP 201 (11/99)
Airport Owners and Operators General Liability Policy - Schedule of Endorsements	AAP 201S (11/99)
Airport Owners and Operators General Liability Policy - Policy Provisions	AAP 202 (11/99)
Amendment of Noise and Pollution and Other Perils Exclusion	AAP 204 (11/03)
Additional Insured - Designated Person or Organization	AAP 207 (11/04)
Additional Insured - Designated Person or Organization	AAP 207 (11/04)
Additional Insured - Designated Person or Organization	AAP 207 (11/04)
Immunity Waiver Endorsement	AAP 220 (11/99)
Cancellation Notification Change	AAP 228 (11/99)
Three Year Policy Endorsement	AAP 233 (11/99)
Airport Limited Enhanced Coverage Endorsement	AAP 234 (11/99)
Nuclear Risks Exclusion Clause	AAP 237 (11/99)
Volunteers Endorsement	AAP 248 (11/99)
Date Recognition Limited Coverage Endorsement	AAP 255 (03/08)
Date Recognition Exclusion Endorsement	AAP 256 (11/99)
Premium Audit Endorsement	AAP 257 (11/99)
Stopgap Employers Liability Extension Endorsement	AAP 266 (11/99)
Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism	AAP 270 (01/15)
Pollution Endorsement	AAP 273 (11/03)
Limited Terrorism Coverage Endorsement	AAP 275 (01/15)
Silica And Silica-Related Dust Exclusion	AAP 277 (01/06)
Infringement of Copyright, Patent, Trademark or Trade Secret Endorsement	AAP 306 (03/08)
Amendment to Supplementary Payments (Court Cost) Endorsement	AAP 307 (03/08)
ACE Producer Compensation Practices & Policies	ALL-20887 (10/06)
Trade or Economic Sanctions Endorsement	ALL-21101 (11/06)
Policyholder Disclosure Notice Of Terrorism Insurance Coverage	TR-45231 (01/15)
Washington Changes - Cancellation and Nonrenewal	AAP WA (11/99)

