

Insurance Requirements Details

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee, or Sub-grantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide Commercial General Liability and Fidelity (Crime) insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Sub-grantees provide adequate insurance coverage for the activities arising out of sub-grants.

Fidelity (Crime) Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the Grantor as beneficiary.
- Sub-grantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Sub-grantees pursuant to this paragraph shall name the Grantee and the Grantee's fiscal agent as beneficiary.
- The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

Property Insurance (for ELF/BHF Contracts). The GRANTEE shall keep the Property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards:

- Loss or damage by fire and such other risks;
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in a building or building on the premises.

Grantees and Local Governments that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor’s annual instructions for financial reporting. Contractor’s participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet.

The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self -insurance, evidencing continued coverage under Grantee’s self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

| INSURANCE REQUIREMENTS | | | | |
|------------------------|--|---|---------------|------------------------|
| | Amount | Term of Policy | Named Insured | Additional Insured |
| Property | Full replacement cost | Full contract period and full commitment period | Grantee | Department of Commerce |
| Liability | \$1,000,000 per occurrence | Full contract period | Grantee | Department of Commerce |
| Fidelity | Amount of grant or \$2,000,000, whichever is lower | Full contract period, plus 6 months after contract closeout | Grantee | Department of Commerce |

Example of Insurance Certificate:

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
01/03/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE 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 INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
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| PRODUCER Durney Insurance Inc. 409 8th Street Hoquiam, WA 98550 License #: 819620 | CONTACT NAME: Jennifer Durney PHONE (AC, Ext): (360)532-0905 FAX (AC, Ext): (360)533-5795 E-MAIL ADDRESS: jenn@durney.com |
|--|--|

INSURER(S) AFFORDING COVERAGE


| | |
|--|--------|
| INSURER A: Philadelphia Indemnity Insurance Company | NAIC # |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

COVERAGES **CERTIFICATE NUMBER: 00001604-1223118** **REVISION NUMBER: 001**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | DESCRIPTION | PHPK | POLICY EFF | POLICY EXP | COVERAGE | LIMIT |
|------|--|-------------|------------|------------|--|------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | PHPK2281914 | 06/01/2021 | 06/01/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 | |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | PHPK2281914 | 06/01/2021 | 06/01/2022 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS \$ | PHUB770438 | 06/01/2021 | 06/01/2022 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$ | |
| A | <input checked="" type="checkbox"/> EMPLOYEE DISHONESTY ANY PROPRIETOR/PARTNER/EXECUTIVE OF FIDUCIARY MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under | PHSD1623237 | 04/03/2021 | 04/03/2022 | PER STATUS <input type="checkbox"/> OTH-EM E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - SOLICITANT \$ | 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|--|
| CERTIFICATE HOLDER Community Capital Facilities Washington State Department of Commerce PO Box 42525 Olympia, WA 98504 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (JLH) |
|---|--|

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Grantee Name

Effective for the full term of Grant

Commercial General Liability Insurance

Fidelity Insurance

Certificate Holder

Example of Self-Insurance Program Certificate:



Certificate of Coverage

Certificate Holder

Certificate holder:
 Washington State Department of Commerce
 1011 Plum St SE
 P.O. box 42525
 Olympia, WA 98504

Policy number: None
Term of certificate: 1/1/2021 – 1/1/2022
Annual re-issue: Yes

Grantee Name

RE: ██████████

Please be advised that the ██████████ is a member of the Association of Washington Cities Risk Management Service Agency (AWC RMSA) and participates in the self-insured and loss-pooling programs checked below, which are administered by the AWC RMSA for its members.

| Type of coverage | Limits | Deductible |
|--|------------------------------|------------|
| <input checked="" type="checkbox"/> All risk property coverage | \$250 million per occurrence | \$0 |
| <input checked="" type="checkbox"/> Liability coverage | \$15 million per occurrence | \$0 |
| <input checked="" type="checkbox"/> Employee fidelity blanket coverage | \$1 million per occurrence | \$0 |
| <input checked="" type="checkbox"/> Comprehensive auto liability | \$15 million per occurrence | \$0 |
| <input checked="" type="checkbox"/> Cyber liability | \$3 million per occurrence | \$0 |
| <input checked="" type="checkbox"/> Pollution liability | \$2 million per occurrence | \$0 |

General and Fidelity Liability Insurance

Under the AWC RMSA Coverage Agreement issued to the member referenced above, and within the limits and provisions of the above program, AWC RMSA has agreed to provide, to the certificate holder named above, defense, payment, and loss or indemnification funding in accordance with the terms of the Coverage Agreement, with the exception that no defense or indemnity is available for claims arising from the sole negligence of the certificate holder with respect to the referenced 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 cancelled before the expiration date thereof, the AWC RMSA will provide notice to its members in accordance with its Coverage Agreement. Failure to provide such notice to the certificate holder 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.

Carol Wilmes

Carol Wilmes
 Director of Member Pooling Programs

cc: ██████████