

## Hennepin County Green Partners grantee insurance requirements

To receive a grant, a **Certificate of Insurance must be submitted** prior to receiving the grant award. Below are Hennepin County's insurance requirements for most Green Partners grantee organizations. Some projects may require more insurance than what is listed below; Hennepin County will contact you if this is the case. If your policy does not meet these requirements, contact the Green Partners grant manager for more information.

Be sure the following information is included on the Certificate of Insurance:

- The certificate is **dated within the last 30 days**.
- The insurance policies have **not expired**.
- If you reported employees on the Substitute W9:
  - Indicate that you have **Workers Compensation** insurance.
  - List the coverage **amounts for Employer Liability** insurance.

If your organization does not have employees, you must send a written/email confirmation to the Hennepin County grant manager.

- **Automobile coverage** – If staff or project leaders will drive between project sites or transport people for the project, your organization needs to have automobile coverage.

If your organization does not own automobiles or does not plan to drive as part of your grant project, you must send a written/email confirmation to the Hennepin County grant manager.

Auto liability of \$500,000 is required if the grantee is driving as part of the project, and \$2 million is required for projects that involve transporting people and staff. Some examples of driving include, driving to an outreach event from your place of business (this does not include your home if it is your place of business), driving from one event/meeting to another, or driving clients or county residents to an event location. Your agent can advise you for your organization's situation.

If the grantee owns automobiles, they must have "owned coverage". If the grantee leases automobiles, they must have "scheduled coverage". If the grantee does not own automobiles, but employees/volunteers are using their own vehicles to drive, they must have "hired and non-owned coverage".

- List **Hennepin County as an additional insured** for general liability and auto liability including owned and scheduled automobile coverage. It is not required to list Hennepin

County as an additional insured for automobile coverage where non-owned and hired autos are the only autos covered in the policy and the organization does not own any automobiles.

- In the Certificate Holder box, list **Hennepin County**, Government Center, A-1730, 300 South Sixth Street, Minneapolis, MN, 55487-0175.

INSURANCE

A. With respect to the Grant Requirements in this Agreement, GRANTEE shall, at its sole expense, procure and maintain insurance of the types, and in the form and amounts described below from insurer(s) authorized to transact business in the state where Grant Requirements or operations will be performed by GRANTEE. Such insurance and required coverage shall be in forms acceptable to COUNTY. The insurance requirements described below shall be maintained uninterrupted for the duration of this Agreement and beyond such term when so required, and shall cover GRANTEE, and others for whom and/or to whom GRANTEE may be liable, for liabilities in connection with work performed for or on behalf of COUNTY, its agents, representatives, employees or contractors. GRANTEE is required to have and keep in force the following minimum insurance coverages or GRANTEE’s actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

	<b>REQUIRED INSURANCE COVERAGES</b>	<b>MINIMUM</b>
<b>(1)</b>	<p style="text-align: center;"><b><u>Commercial General Liability (CGL)</u></b></p> <p style="text-align: right;">General Aggregate</p> <p style="text-align: right;">Products—Completed Operations Aggregate</p> <p style="text-align: right;">Personal and Advertising Injury</p> <p style="text-align: right;">Each Occurrence—Combined Bodily Injury and Property Damage</p> <p>Coverage shall be on an occurrence basis and include contractual liability coverage. Coverage shall be written on the most current ISO (Insurance Services Office, Inc.) CGL form or its equivalent.</p>	<p>\$1,000,000</p> <p>\$1,000,000</p> <p>\$1,000,000</p> <p>\$1,000,000</p>

<b>(2)</b>	<p style="text-align: center;"><b><u>Workers' Compensation and Employer's Liability</u></b></p> <p style="text-align: right;">Workers' Compensation</p> <p style="text-align: right;">Employer's Liability: Bodily injury by accident—Each Accident</p> <p style="text-align: right;">Employer's Liability: Bodily injury by Disease—Policy Limit</p> <p style="text-align: right;">Employer's Liability: Bodily injury by Disease—Each Employee</p> <p>If GRANTEE is based outside the state of Minnesota, coverage must comply with Minnesota law. If GRANTEE is a sole proprietor, it is exempted from the above Workers' Compensation requirements to the extent provided by Minnesota law. In the event that GRANTEE should hire employees or subcontract this work, GRANTEE shall obtain the required insurance.</p>	<p>Statutory</p> <p>\$100,000</p> <p>\$500,000</p> <p>\$100,000</p>
<b>(4)</b>	<p style="text-align: center;"><b><u>Automobile Liability</u></b></p> <p>GRANTEE shall maintain automobile liability and, if necessary, commercial umbrella insurance. Such insurance shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of GRANTEE.</p>	<p>\$500,000 to</p> <p>\$2,000,000</p> <p>depending</p> <p>upon your</p> <p>situation</p>

B. An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

Coverage shall not include any exclusion or other limitations related to:

- (1) Scope of project;
- (2) Delays in project completion and cost overruns;
- (3) Persons or entities authorized to notify the carrier of a claim or potential claim; or
- (4) Mold, fungus, asbestos, pollutants or other hazardous substances.

The above establishes minimum insurance requirements. It is the sole responsibility of GRANTEE to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, GRANTEE shall promptly submit copies of insurance policies to COUNTY.

GRANTEE shall not commence Grant activities until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder, and as an additional insured for the commercial general liability and the automobile liability coverages required herein. A self-insured retention (SIR) is not acceptable, unless expressly agreed to in writing by COUNTY. The funding of deductibles and self-insured retentions maintained by GRANTEE, if allowed by COUNTY, shall be the sole responsibility of GRANTEE. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to COUNTY thirty (30) day prior written notice in the event of cancellation/termination of any described policies;

however, in the event the insurance carrier will not issue or endorse its policy(s) to comply with the notice provision in the preceding clause, GRANTEE shall assume such notice obligations. If GRANTEE receives notice of cancellation/termination from an insurer, GRANTEE shall fax or email a copy of the notice to COUNTY within two (2) business days.

GRANTEE shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If GRANTEE fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

GRANTEE's required insurance shall be primary insurance and any insurance or self-insurance maintained by COUNTY shall be in excess of and non-contributory with GRANTEE'S insurance. GRANTEE waives all rights against COUNTY, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of GRANTEE. If necessary, GRANTEE agrees to endorse the required insurance policies to permit waivers of subrogation in favor of COUNTY.