JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

CONSENT AGENDA REQUEST

TO: **Board of County Commissioners**

FROM: **Mark McCauley, County Administrator**

DATE: **March 27, 2023**

SUBJECT: **Request for Board of County Commissioners approval of an American Rescue Plan Act (ARPA) Grant Agreement with Olympic Neighbors**

STATEMENT OF ISSUE: On Monday, February 27, 2023 the Board of County Commissioners reviewed 48 ARPA grant proposals received from a variety of sources. These 48 proposals were submitted as a result of a BOCC "Last Call" for proposals as it sought to distribute $834,718 in remaining ARPA funds ($1.692 million in 2023 ARPA funds have yet to be received). The Board selected 17 projects for funding.

Each Commissioner scored each of the 48 projects individually. Their scores were consolidated in a spreadsheet and the projects were ranked using these consolidated scores. The Board discussed each project for the benefit of the public. The Commissioners then made funding allocations until all but $718 of the funds were allocated and directed the County Administrator to prepare the appropriate grant agreements.

ANALYSIS: Olympic Neighbors submitted a request for $24,000 to help fund the operation of their Adult Family Home program. The Board allocated the full $24,000.

A grant agreement funding this project is attached.

FISCAL IMPACT: This request costs $24,000 which will be paid using ARPA funds in Fund 123, Grants Management.

RECOMMENDATION: That the Board of County Commissioners approve the attached grant agreement.

REVIEWED BY:

Mark G. McCauley 3/21/23

Mark McCauley, County Administrator Date

Clear Form

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Olympic Neighbors Contract No: Last Call-Olympic Neighbors 2023

Contract For: Adult Family Home Program Term: Through December 31, 2024

COUNTY DEPARTMENT:	County Administrator
Contact Person:	Mark McCauley
Contact Phone:	360-385-9130
Contact email:	mmccauley@co.jefferson.wa.us

AMOUNT: $24,000

Revenue: N/A

Expenditure: $24,000

Matching Funds Required: N/A

Sources(s) of Matching Funds N/A

Fund # 123

Munis Org/Obj

PROCESS:

- ☑ **Exempt from Bid Process**
- ☐ **Cooperative Purchase**
- ☐ **Competitive Sealed Bid**
- ☐ **Small Works Roster**
- ☐ **Vendor List Bid**
- ☐ **RFP or RFQ**
- ☐ **Other:**

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ■ **N/A:** ☐ Mark McCauley 3/21/23

Signature Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ■ **N/A:** ☐ Mark McCauley 3/21/23

Signature Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 3/22/2023.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 3/22/2023.
Standard ARPA grant langauge.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

GRANTEE AGREEMENT WITH OLYMPIC NEIGHBORS

This Grantee Agreement ("Agreement") is by and between Jefferson County, a Washington political subdivision ("County") and Olympic Neighbors, ("Grantee").

WHEREAS, on March 11, 2021, President Biden signed the American Rescue Plan Act (ARPA) into law; and

WHEREAS, the ARPA has allocated funds to revenue sharing counties, of which Jefferson County is one; and

WHEREAS, revenue sharing ARPA funds may be used for any governmental purpose; and

WHEREAS, Grantee has requested ARPA funds to support the operation of their Adult Family Home program, the goal of which is to enhance community diversity and provide affordable and supportive housing to adults with intellectual and developmental disabilities; and

WHEREAS, the Jefferson County Board of Commissioners wishes to provide funding for this purpose and directed the County Administrator to bring forth a grant agreement to make said funds available to the Grantee:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

Grant Amount and Grantee's Use of Grant Funds. The Grant amount is $24,000. The Grant is to be used for the purposes outlined in Exhibit A. These grants funds may be made available contingent upon receipt of the second tranche of ARPA revenue sharing funds.

Reporting Requirements. Grantee will submit a report to the County following the completion of the project. The report will include information regarding the usage of the $24,000 grant amount and the completed project.

Effective Date and Term. This Agreement shall commence on the date when last executed by the parties and remain in effect until the Grant is exhausted.

Termination. The County may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Grantee.

Independent Grantee. Each party under this Agreement shall be for all purposes an independent Grantee. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Grantee shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

Indemnification. The Grantee shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the negligent acts, errors or omissions of the Grantee in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115 if liability for damages occurs arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Grantee's liability, including the duty and cost to defend, shall be only for the Grantee's negligence. It is further specifically understood that the indemnification provided constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. This section shall survive the expiration or termination of this Agreement.

Required Liability Coverages. Prior to commencing work, the Grantee shall obtain at its own cost and expense the following coverage specified below either by a policy of insurance or by an agreement with a "Risk Pool" created pursuant to Ch. 48.62 RCW such as the Washington Cities Insurance Authority and shall keep such coverage in force during the terms of the Agreement.

Commercial Automobile Liability coverage providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than $500,000 each occurrence in connection with the Consultant's performance of his Agreement. This coverage shall indicate on the certificate the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.

Commercial General Liability. Coverage in an amount not less than a single limit of $1,000,000 per occurrence and an aggregate of not less than two (2) times the occurrence amount ($2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications.

The commercial general liability coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

a. Broad Form Property Damage, with no employee exclusion;

b. Personal Injury Liability, including extended bodily injury;

c. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;

d. Premises – Operations Liability (M&C);

e. Blanket Contractual Liability.

Such coverage shall be evidenced by one of the following methods: (a) Certificate of Coverage; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

The Grantee shall furnish the County with properly executed certificates of coverage that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and, (d) A statement that the coverage shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

Failure of the Grantee to take out or maintain any required coverage shall not relieve the Grantee from any liability under this Agreement, nor shall the coverage requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.

The Grantee's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the coverage, with the exception of Professional Liability coverage, so affected shall protect all the parties and shall be primary coverage for all losses covered by the above described insurance.

Insurance companies or risk pools issuing the Grantee's coverages shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of agreement providing coverage.

All deductibles in the Grantee's coverages shall be assumed by and be at the sole risk of the Grantee.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer or risk pool shall reduce or eliminate deductibles or self-insured retention, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Grantee until the Grantee shall furnish additional security covering such judgment as may be determined by the County.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any coverage the Grantee shall provide to comply with this Agreement.

The County may, upon the Grantee's failure to comply with all provisions of this Agreement relating to coverage, withhold payment or compensation that would otherwise be due to the Grantee.

The Grantee shall provide a copy of all agreements providing any coverage specified in this Agreement.

Written notice of cancellation or change in the Grantee's coverage required by this Agreement shall reference the project name and agreement number and shall be mailed to the County at the following address: Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368.

The Grantee's liability coverage shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.

Any failure to comply with reporting provisions of any agreement providing coverage shall not affect coverage provided to the County, its officers, officials, employees, or agents.

The Grantee's coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability.

The Grantee shall include all Sub-Grantees as persons covered under its coverages or shall furnish separate certificates and endorsements for each Sub-Grantee. All coverage for Sub-Grantees shall be subject to all the requirements stated in this Agreement.

The coverage limits mandated for any coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

The Grantee shall maintain all required coverages in force from the time services commence until services are completed. Certificates, coverages, and endorsements expiring before completion of services shall be promptly replaced. All the coverages required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County Risk Manager by registered mail, return receipt requested.

The Grantee shall place coverages with a "Risk Pool" created pursuant to Ch. 48.62 RCW or with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

The County reserves the right to request additional coverage on an individual basis for extra hazardous contracts and specific service agreements.

Worker's Compensation (Industrial Insurance).

If and only if the Consultant employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Consultant, the Grantee shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Risk Management, upon request.

Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.

This coverage shall extend to any Sub-Grantee that does not have their own worker's compensation and employer's liability coverage.

The Grantee expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Grantee.

Compliance with Laws. Guidelines. The Grantee shall comply with all federal, state, and local laws and all requirements (including certifications and audits), to the extent applicable, when seeking Reimbursement.

Maintenance and Audit of Records. The Grantee shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the County or its designee, the Washington State Auditor's Office. If it is determined during the course of the audit that the Grantee was reimbursed for unallowable costs under this Agreement or any, the Grantee agrees to promptly reimburse the County for such payments upon request.

Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received five (5) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Grantee
Claudia Coppola
Executive Director
Olympic Neighbors
P.O. Box 1923
Port Townsend, WA 98368

Jefferson County
Mark McCauley
County Administrator
Jefferson County Courthouse
1820 Jefferson Street
Port Townsend, WA 98368

Improper Influence. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

Time. Time is of the essence in this Agreement.

Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of this Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

Amendment. No amendment or modification to this Agreement will be effective without the prior written consent of the authorized representatives of the parties.

Governing Law; Venue. This Agreement will be governed in all respects by the laws of Washington state, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Jefferson County, Washington or as provided by RCW 36.01.050.

Non-Waiver. No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a wavier thereof; nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

Assignment. Neither party shall assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the other party.

Entire Agreement. This Agreement constitutes the entire agreement between the County and the Grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

No Third Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the Washington State Department of Commerce of these grant funds, including the obligation to provide access to records and cooperate with audits as provided in this Agreement.

Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of this Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Authorization. Each party warrants to the other party, that the person executing this Agreement on its behalf has the full power and authority to do so.

Public Records Act. Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), the Grantee agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Grantee also agrees that upon receipt of any written public record request, Grantee shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

(SIGNATURES APPEAR ON THE NEXT PAGE)

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

JEFFERSON COUNTY BOARD OF COMMISSIONERS

By: ______________________________
Greg Brotherton, Chair DATE

OLYMPIC NEIGHBORS

By: ______________________________
Claudia Coppola DATE
Executive Director

SEAL:

ATTEST:

____
Carolyn Gallaway DATE
Clerk of the Board

Approved as to form only:

P.C. Hunsucker March 22, 2023
____
Philip C. Hunsucker DATE
Chief Civil Deputy Prosecuting Attorney

EXHIBIT A – SEE THE NEXT PAGE

Creating home and community for people with intellectual and developmental disabilities

Jefferson County Administrators' Office
1820 Jefferson St.
Port Townsend, WA 98368

February 3, 2023

Re: Request for Jefferson County ARAP funds

Dear Jefferson County Board of Commissioners,

Olympic Neighbors (ON) is pleased to present this proposal for your review. We are requesting $24,000 to support to the operation of our Adult Family Home program. ON is committed to enhancing community diversity and to providing affordable and supportive housing to adults with intellectual and developmental disabilities (IDD).

Olympic Neighbors is a 501(c)3 that provides adults with IDD in Jefferson County safe, affordable housing and 24-hour staff support. We operate the only residential home of this kind in the county. There are over 14,000 adults with IDD living with an aging parent across the state and at least 100 in our community alone. As parents age and can no longer care for their disabled adult children, the need for more affordable and supportive housing becomes critical. Our model is cost-effective, inclusive, offers a good quality of life and helps one the most vulnerable populations avoid homelessness or institutionalization.

We hope to expand our services over time. While still in the preliminary phase, ON is in discussions to build a home on Habitat's land in Port Hadlock. We are creating the administrative infrastructure to grow. Having more homes leads to economies of scale - allowing ON to serve more people without significant increase to fundraising needs.

Washington is ranked 39th in the Nation for funding IDD housing services. State funds cover 65% of costs and we fundraise the additional amount. Olympic Neighbors is successful in meeting financial goals each year through grants, fundraising events and individual donations. The State has approved an unprecedented 30% rate increase over the next two fiscal years. Your support would allow us to cover rent, utilities and groceries until that additional funding comes in.

We look forward to submitting a full request or answering additional questions.

Sincerely,

C Coppola

Claudia Coppola Executive Director
Olympic Neighbors
Claudia@olympicneighbors.org
(706) 296-4091

Olympic Neighbors
Budget Overview: 2023 Budget
January - December 2023

Revenue	
Grants	
Corporate Grants	
Foundation Grants	15,000
Government Grants	24,000
Total Grants	39,000
Non-Profit Revenue	
Donations regular	40,000
Corporate Donations	5,000
Pledged Donations	27,250
Total Non-Profit Revenue	72,250
Special Events	
Porch Fest	33,000
Other Special Events	10,000
Total Special Events	43,000
Program Fees	
DSHS/DDA AFH Payments	275,940
Program Fees	110,000
LTC Training Reimbursement	1,500
Total Program Fees	387,440
Reserves	
Total Revenue	**541,690**
Expenditures	
Advertising & Marketing	4,700
Gym membership	3,000
House Groceries	10,000
Household Supplies	3,000
Insurance	9,727
Legal & Professional Services	14,360

Licenses & Fees	3,000
Client Activities	1,200
Office Supplies & Software	4,300
Company Contributions IRA	7,385
Health Insurance	35,491
L & I Tax	9,000
Medicare Tax	5,000
Social Security Tax	18,527
State Unemployment Tax	2,200
Wages	357,000
Total Payroll Expenses	**434,603**
Rent & Lease	12,000
Office Rent	10,800
Repairs & Maintenance	6,000
Special Event/FundraisingExpenses	8,000
Training	2,500
Transportation Expenses	2,500
Travel	2,000
Utilities	10,000
Total Expenditures	541,690
Net Operating Revenue	0

NPIP

2022-2023 RENEWAL SUMMARY

The terms, conditions, and exclusions shown here are brief overviews of the anticipated limits and coverages included in, but not limited to, the coverages provided by the Non Profit Insurance Program. The terms and conditions offered may differ from your prior policy and from what you requested in your submission. This document is not intended to be used as a direct reflection of all coverages or to replace or alter the policies in any way. ***Information represented in this Renewal Summary is subject to change prior to June 1.*** *In the event of differences, the policy will prevail. Participating companies are non-admitted, unless otherwise stated. Non-admitted companies are not regulated by the Washington State Insurance Commissioner and are not protected by the Washington State Guaranty Fund. Clear Risk Solutions will process all surplus lines filings on any excess and surplus lines policies, if applicable, on behalf of NPIP. The Policy is subject to audit. Defense costs are outside the limits for nonprofit members and inside the limits for independent schools. For claims made coverages, Extended Reporting Periods are available upon request (information regarding basic ERPs is available in the policy).*

Please note the limits shown here represent the combined full limits provided by multiple policies from various carriers. *It is the responsibility of the broker to review this document to confirm its accuracy.*

Member/Insured:

Olympic Neighbors
PO Box 1923
Port Townsend, Washington 98368

Producer:

Homer Smith Insurance
Smith, Homer
PO Box 591
804 Water St.
Port Townsend, Washington 98368

Policy Term: 06/01/2022 to 06/01/2023

Member Coverage Number: NPIP222360581

Member Since: 10/1/2016

Authorized Signature:

Coverage #: NPIP222360581
Member: Olympic Neighbors

RENEWAL SUMMARY

PROPERTY COVERAGE PART

Item 1.	**NPIP Retained Limit:** Real and Personal Property Coverage Part	Each Occurrence $250,000
Item 2.	**Limit of Insurance:** Real and Personal Property Coverage Part	Each Occurrence $75,000,000 Per all Members of the Group Combined
Item 3.	**Sublimit of Insurance:**	

The Sublimits of Insurance shown below are part of and not in addition to the Limit of Insurance shown above for the Real and Personal Property Coverage Part. These sublimits apply excess of the Real and Personal Property Coverage Part Retained Limit shown above. Sublimits applicable in excess of the American Alternative Insurance Corporation policy are per occurrence.

Accounts Receivable	$100,000 Per Member
Additions, Alterations and Repairs	N/A
Business Income and Extra Expense	$250,000 + scheduled per Member
Computer Systems	$1,000,000 Each Occurrence, Per Member
Electronic Data and Media	$250,000 Each Occurrence, Per Member
Computer Systems and Electronic Data and Media	$10,000,000 Annual Group Aggregate
Contractors' Equipment	$100,000 Per Member
Debris Removal	Lesser of 20% or $500,000 Per Member
Fine Arts	$100,000 Per Member
Newly Acquired or Constructed Property, Real and Personal Property	$1,000,000 Per Member
Ordinance or Law	
Undamaged Portion of Building	100% of value of damaged building Per Property Schedule
Increased Costs of Construction	Lesser of 25% of value of damaged building or $500,000 Per Member
Costs of Demolition	Lesser of 25% of value of damaged building or $500,000 Per Member
Personal Property in Transit	$100,000 Per Member
Pollutant Clean Up and Removal	$100,000 Annual Group Aggregate
Property Off-Premises	$250,000 Per Member
Valuable Papers and Records including cost of research	$100,000 Per Member
Personal Property Owned by Employees – Per Employee	$5,000
Personal Property Owned by Employees – Each Occurrence	$50,000
Personal Property Owned by Employees – Annual Group Aggregate	$250,000
Personal Property of Others – Per Person	$5,000
Personal Property of Others – Each Occurrence	$50,000
Personal Property of Others – Annual Group Aggregate	$50,000
Fire Department Service Charge	$25,000 Per Member
Business Income and Extra Expense for Utility Service Interruption	$250,000 Per Member
Unnamed Locations	$250,000 Per Member
Artificial/Paved Surfaces	$200,000 Per Member
Sewer, Drain or Sump Back-up or Over Flow	$25,000

Item 4. **Additional Coverages/Endorsements:**

Flood - Each Occurrence and Annual Aggregate Per Member	Excluded Property located at the time of loss in any flood zone identified by FEMA as Zones A, AO, AH, A1 through 30, AE, A99, AR, AR/A1 through 30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1 through 30, VE and V; or hold a similar high risk FEMA rating are excluded.
Flood – Group Annual Aggregate	$25,000,000
Earthquake – Each Occurrence and Annual Aggregate Per Member	Excluded
Earthquake – Group Annual Aggregate	$25,000,000
Auto Physical Damage (except while in transit)	$2,000,000
Auto Physical Damage (while in transit)	$300,000
Margin Clause	The most we will pay for Ultimate Net Loss in any one occurrence at a premises described in the Property Schedule on file with the Insurer is **125%** of the values shown on such schedule on file with the Insurer for Real Property and Personal Property at such described premises. This margin clause does not apply to Increased Cost of Construction or Demolition Costs as provided under the Ordinance or Law Coverage Extension, Debris Removal Coverage Extension, Pollutant Clean Up and Removal and the Fire Department Service Charge Coverage Extension, all subject to the Real and Personal Property Coverage Part Limit of Insurance and other policy terms and conditions.

Item 5. **Deductibles:**

The NPIP Program Retention listed above is in addition to the deductibles listed below.

Real and Personal Property
(except Earthquake, Flood, and Auto Physical Damage for Scheduled Automobiles)

Real and Personal Property	Each Occurrence	See Schedule
Miscellaneous Equipment	Each Occurrence	$500

1. Earthquake: Excluded
2. Flood: Excluded
3. Automobile Physical Damage for Scheduled Automobiles: See Schedule
4. Rental Vehicles: $500 Per Occurrence.

Coverage #: NPIP222360581
Insured: Olympic Neighbors

RENEWAL SUMMARY

EQUIPMENT BREAKDOWN COVERAGE

Item 1.	**NPIP Retained Limit**:		
	Equipment Breakdown Coverage	One Accident	$50,000
Item 2.	**Limit of Insurance**:		
	Equipment Breakdown Coverage	One Accident	$75,000,000

Item 3. **Sublimits of Insurance**:

The Sublimits of Insurance shown below are part of and not in addition to the Limit of Insurance shown above for Equipment Breakdown Coverage. These sublimits apply excess of the Equipment Breakdown Coverage Retained Limit shown above.

Expediting Expenses	Included
Hazardous Substances	$1,000,000
Spoilage	$500,000
Electronic Data Restoration	$100,000
Service Interruption	$100,000
Business Income	Included
Extra Expense	Combined with Business Income
Contingent Business Income	$100,000
Property Off Premises	$100,000
Extended Period of Restoration:	60 days
Newly Acquired Locations	Included; 365 days
Service Interruption Waiting Period:	24 hours

Item 4.	**Deductibles**:	
	Equipment Breakdown Coverage Part	$1,000 Each Accident

Coverage #: NPIP222360581
Insured: Olympic Neighbors

RENEWAL SUMMARY

CRIME COVERAGE PART

Item 1. **NPIP Retained Limit**:

Crime Coverage Part	Each Occurrence	$250,000

Item 2. **Limit of Insurance**:

Crime Coverage Part	Each Occurrence/Member Agg	$1,000,000
Crime Coverage Part	Group Aggregate	$5,000,000

Coverage for ERISA Plans is provided within the Crime Coverage Part. Please refer to the policy for all terms, conditions and exclusions related to ERISA coverage.

Item 3. **Sublimits of Insurance**

The Sublimits of Insurance shown below are part of and not in addition to the Limit of Insurance shown above for the Crime Coverage Part. These sublimits apply excess of the Crime Coverage Part Retained Limit shown above.

Employee Theft - Per Loss Coverage	$1,000,000
Employee Theft - Per Employee Coverage	Not Applicable
Forgery or Alteration	$1,000,000
Inside the Premises - Money and Securities	$100,000
Inside the Premises – Robbery or Safe Burglary of Other Property	$100,000
Outside the Premises - Money and Securities	$100,000
Computer Fraud	$100,000
Funds Transfer Fraud	$100,000
Money Orders Counterfeit Paper Currency	$100,000

Item 4. **Deductibles:**

The NPIP Program Retention listed above is in addition to the deductibles listed below.

Employee Theft - Per Loss Coverage	$500 Each Occurrence
Forgery or Alteration	$500 Each Occurrence
Inside the Premises - Money and Securities	$500 Each Occurrence
Inside the Premises – Robbery or Safe Burglary of Other Property	$500 Each Occurrence
Outside the Premises - Money and Securities	$500 Each Occurrence
Computer Fraud	$500 Each Occurrence
Funds Transfer Fraud	$500 Each Occurrence
Money Orders Counterfeit Paper Currency	$500 Each Occurrence

Coverage #: NPIP222360581
Insured: Olympic Neighbors

RENEWAL SUMMARY

GENERAL LIABILITY COVERAGE PART

Item 1.	**NPIP Retained Limit:**		
	General Liability Coverage Part	Each Occurrence	$250,000
Item 2.	**Limit of Insurance**		
	General Liability Coverage Part	Each Occurrence Per Member	$1,000,000
	General Liability Coverage Part	Member Aggregate	$2,000,000
		Group Aggregate	$50,000,000

Item 3. **Sublimits of Insurance and Additional Coverages/Endorsements:**

The Sublimits of Insurance shown below are part of and not in addition to the Limit of Insurance shown above for the General Liability Coverage Part. These sublimits apply excess of the General Liability Coverage Part Retained Limits shown above.

General Liability	
Fire Legal Liability	$1,000,000 Each Occurrence Per Member
Damage to Leased or Rental Premises	$250,000 Each Occurrence Per Member
Employee Benefits Liability (Claims-Made Form)	$1,000,000 Each Claim Per Member
Employee Benefits Liability (Claims-Made Form)	$1,000,000 Member Aggregate
Employer's Liability	$1,000,000 Each Occurrence Per Member
Employer's Liability	$2,000,000 Member Aggregate
	$10,000,000 Group Aggregate
Sexual Abuse (Claims Made Form)	$1,000,000 Each Claims Made Per Member
Sexual Abuse (Claims Made Form)	$2,000,000 Member Aggregate
	$20,000,000 Group Aggregate
Failure to Supply	$250,000 Each Occurrence Per Member
Garage Liability	$1,000,000 Each Accident Per Member
Medical Expenses – Each Person (Excludes Students)	$5,000
Medical Expenses – Each Accident	$25,000
Traumatic Event Response Coverage:	
Crisis Expense Sublimit	$100,000
Crisis Property Improvements Sublimit	Included in Crisis Expense Sublimit
Traumatic Event Response Group Aggregate	$250,000

Item 4.	**Retroactive Dates**:		
	Employee Benefits Liability – Primary	$1,000,000	10/1/2016
	Sexual Abuse Liability – Primary	$1,000,000	10/1/2016
Item 5.	**Deductibles:**		
	General Liability		$0 Per Occurrence

RENEWAL SUMMARY

AUTOMOBILE LIABILITY COVERAGE PART

Item 1.	**NPIP Retained Limit:**		
	Automobile Liability Coverage Part	Each Accident	$250,000
Item 2.	**Limit of Insurance**		
	Automobile Liability Coverage Part	Each Accident Per Member	$1,000,000
	Automobile Liability Coverage Part	Group Aggregate	N/A

Item 3. **Sublimits of Insurance and Additional Coverages/Endorsements:**

The Sublimits of Insurance shown below are part of and not in addition to the Limit of Insurance shown above for the Automobile Liability Coverage Part. These sublimits apply excess of the Automobile Liability Coverage Part Retained Limits shown above.

Automobile Liability	
Auto UM/UIM	Excluded
Garagekeepers Liability	$1,000,000 Each Accident Per Member
Hired Physical Damage	$250,000 Each Accident Per Member
Automobile Medical Expenses – Each Person (Excludes Students)	$5,000
Automobile Medical Expenses – Each Accident	$25,000

Item 4.	**Deductibles:**	
	Automobile Liability	See Schedule Each Accident

Coverage #: NPIP222360581
Insured: Olympic Neighbors

RENEWAL SUMMARY

WRONGFUL ACTS LIABILITY COVERAGE PART

Item 1. **NPIP Retained Limit:**

Wrongful Act Liability Coverage Part	Each Wrongful Act	$250,000
Miscellaneous Professional Liability Coverage Part	Each Wrongful Act	$250,000

Item 2. **Limit of Insurance**:
Claims-Made Form

Wrongful Act Liability Coverage Part (Includes Directors & Officers)	Each Wrongful Act Per Member	$1,000,000
Wrongful Act Liability Coverage Part (Includes Directors & Officers)	Member Aggregate	$1,000,000
	Group Aggregate	$40,000,000
Miscellaneous Professional Liability Coverage Part	Each Wrongful Act Per Member	$1,000,000
Miscellaneous Professional Liability Coverage Part	Member Aggregate	$1,000,000
	Group Aggregate	$40,000,000

Item 3. **Sublimits of Insurance and Additional Coverages/Endorsements:**

The Sublimits of Insurance shown below are part of and not in addition to the Limit of Insurance shown above for the Wrongful Act Liability Coverage Part. These sublimits apply excess of the Wrongful Act Liability Coverage Part Retained Limits shown above.

Fiduciary Liability	$1,000,000 Each Wrongful Act and Member Aggregate
Sexual Harassment	$1,000,000 Each Wrongful Act and Member Aggregate

Item 4. **Retroactive Dates**:

Wrongful Acts Liability – Primary	$1,000,000	10/1/2016
Miscellaneous Professional Liability – Primary	$1,000,000	10/1/2016
Sexual Harassment – Primary	$1,000,000	10/1/2016
Fiduciary Liability – Primary	$1,000,000	10/1/2016

Item 5. **Deductibles:**

Wrongful Acts:	$1,000 Each Wrongful Act
Miscellaneous Professional:	$1,000 Each Wrongful Act

RENEWAL SUMMARY
PRIVACY, SECURITY AND TECHNOLOGY COVERAGE

Item 1. NPIP Retained Limit:	$100,000
Item 2. Deductible:	
All Coverages Except Loss of Business Income	$2,500 Per Claim 18 Hours waiting period
Item 3. Limit of Insurance:	
Member Annual Policy Aggregate Group Combined Policy Aggregate	$1,000,000 $5,000,000

Item 4. Sublimits of Coverage:

The Sublimits of Coverage shown below do not increase the overall Limits listed above.

a.	Media Liability	Per Claim and Aggregate	$1,000,000
b.	Privacy and Cyber Security Liability	Per Claim and Aggregate	$1,000,000
c.	Privacy Regulatory Defense, Awards and Fines	Per Claim and Aggregate	$1,000,000
d.	Payment Card Industry Data Security Standard Fines and Costs	Per Claim and Aggregate	$250,000
e.	Business Interruption and Extra Expense	Each Occurrence and Aggregate	$250,000
f.	Business Interruption System Failure	Each Occurrence and Aggregate	$250,000
g.	Dependent Business Interruption	Each Occurrence and Aggregate	$250,000
h.	Dependent Business Interruption System Failure	Each Occurrence and Aggregate	$250,000
i.	Data Recovery	Each Occurrence and Aggregate	$250,000
j.	Cyber Extortion and Ransomware	Each Occurrence and Aggregate	$250,000
k.	Data Breach Response & Crisis Management	Each Occurrence and Aggregate	$250,000
l.	Cyber Crime	Each Occurrence and Group Aggregate	$100,000
m.	Utility Fraud	Each Occurrence and Group Aggregate	$100,000
n.	Voluntary Shutdown	Each Occurrence and Aggregate	$250,000
o.	Consequential Reputation Loss Endorsement	Each Occurrence and Aggregate	$250,000
p.	Bricking Coverage	Each Occurrence and Aggregate	$250,000

Item 5. Retro Active Date: (Coverages a., b., c., and d. above) Full Prior Acts

PARTICIPATING CARRIERS

THE FOLLOWING CARRIERS ARE ANTICIPATED TO PARTICIPATE IN THE DESIGNATED PORTIONS OF THE MASTER POLICY. CARRIERS ARE SUBJECT TO CHANGE PRIOR TO JUNE 1, 2022.

PROPERTY COVERAGE:
(Limits listed below reflect the carrier's respective participation in the Combined Group Limit, per Occurrence)

American Alternative Insurance Corporation, a member of Munich-American Holding Corporation	A+XV (Admitted)	Primary $10M
Axis Surplus Insurance Company	A XV (Non-Admitted)	Part of $65M excess $10M
RSUI Indemnity Company	A+ XIV (Admitted)	Part of $65M excess $10M
Arch Specialty Insurance Company	A+ XV (Non-Admitted)	Part of $65M excess $10M
Independent Specialty Insurance Company	A X (Non-Admitted)	Part of $65M excess $10M
Interstate Fire & Casualty Company	A+ XV (Non-Admitted)	Part of $65M excess $10M
Certain UW Lloyds	A XV (Non-Admitted)	Part of $65M excess $10M
Certain UW Lloyds, London Syndicate 2357	A XV (Non-Admitted)	Part of $65M excess $10M

EARTHQUAKE COVERAGE:
(Limits listed below reflect the carrier's respective participation in the Combined Group Aggregate Limit)

Munich Earthquake Tower Option: $25,000,000 Combined Group Aggregate

American Alternative Insurance Corporation, a member of Munich-American Holding Corporation	A+XV (Admitted)	Primary $10M
Axis Surplus Insurance Company	A XV (Non-Admitted)	Part of $15M excess $10M
RSUI Indemnity Company	A+ XIV (Admitted)	Part of $15M excess $10M
Arch Specialty Insurance Company	A+ XV (Non-Admitted)	Part of $15M excess $10M
Independent Specialty Insurance Company	A X (Non-Admitted)	Part of $15M excess $10M
Interstate Fire & Casualty Company	A+ XV (Non-Admitted)	Part of $15M excess $10M
Certain UW Lloyds	A XV (Non-Admitted)	Part of $15M excess $10M
Certain UW Lloyds, London Syndicate 2357	A XV (Non-Admitted)	Part of $15M excess $10M

Peachtree Earthquake Tower Option: $25,000,000 Combined Group Aggregate

Landmark American Insurance Company	A+ XIV (Non-Admitted)	Part of $25M
Arch Specialty Insurance Company	A+ XV (Non-Admitted)	Part of $25M

EQUIPMENT BREAKDOWN COVERAGE:
(Limits listed below reflect the carrier's respective participation in the Combined Group Limit, per Occurrence)

American Alternative Insurance Corporation, a member of Munich-American Holding Corporation	A+XV (Admitted)	Primary $10M
Axis Surplus Insurance Company	A XV (Non-Admitted)	Part of $65M excess $10M
RSUI Indemnity Company	A+ XIV (Admitted)	Part of $65M excess $10M
Arch Specialty Insurance Company	A+ XV (Non-Admitted)	Part of $65M excess $10M
Independent Specialty Insurance Company	A X (Non-Admitted)	Part of $65M excess $10M
Interstate Fire & Casualty Company	A+ XV (Non-Admitted)	Part of $65M excess $10M
Certain UW Lloyds	A XV (Non-Admitted)	Part of $65M excess $10M
Certain UW Lloyds, London Syndicate 2357	A XV (Non-Admitted)	Part of $65M excess $10M

CRIME COVERAGE:

American Alternative Insurance Corporation, a member of Munich-American Holding Corporation	A+XV (Admitted)	$5M Combined Group Aggregate

GENERAL LIABILITY COVERAGE:

American Alternative Insurance Corporation, a member of Munich-American Holding Corporation	A+XV (Admitted)	$50M Combined Group Aggregate

AUTO LIABILITY COVERAGE:

American Alternative Insurance Corporation, a member of Munich-American Holding Corporation	A+XV (Admitted)	

WRONGFUL ACTS LIABILITY COVERAGE:

Princeton Excess & Surplus Lines Ins Co, a member of Munich-American Holding Corporation	A+XV (Non-Admitted)	$40M Combined Group Aggregate

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE:

Princeton Excess & Surplus Lines Ins Co, a member of Munich-American Holding Corporation	A+XV (Non-Admitted)	$40M Combined Group Aggregate

THE CARRIERS BELOW PROVIDE COVERAGE FOR THE FOLLOWING LINES OF BUSINESS ON A SEPARATE MASTER POLICY:

PRIVACY, SECURITY AND TECHNOLOGY:

(Limits listed below reflect the carrier's respective participation in the Combined Group Aggregate Limit)

Indian Harbor Insurance Company	A+ XV (Non-Admitted)	Primary $5M