



LIABILITY ENDORSEMENT

Named Member	Endorsement CSD Pool Instrumentality 01 01 22
Certificate Number	Effective Date of Endorsement
Issued By Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

PUBLIC ENTITY LIABILITY COVERAGE DOCUMENT
ADDITIONAL NAMED MEMBER - INSTRUMENTALITY
PLEASE READ CAREFULLY.

Section I – COVERAGE AGREEMENTS, is amended to include as an additional **Named Member** the Instrumentality(s) of the **Named Member** created for the sole purpose of furthering the mission of the Named Member. Instrumentalities while not defined under Colorado Stature are public entities as set forth in C.R.S. § 24-10-103(5). Covered Instrumentality must be expressly listed on this Endorsement and expenses properly reported for rating. Each such Instrumentality is an additional **Named Member** with respect to liability for those sums which the **Member** shall be legally obligated to pay as damages for “bodily injury”, “personal injury”, “property damage”, or “wrongful act(s)” caused by the acts or omissions of the **Member** or its directors, officers, employees, and volunteers authorized to act on its behalf, in the performance of authorized operations, all acting within the scope of their employment or duties whether arising out of a governmental or proprietary function.

- A. In order to be eligible for coverage, the Instrumentalities listed below must meet all three of the following criteria:
1. The Instrumentality must be governmental in nature;
 2. The Instrumentality must exist for the sole purpose of providing benefits to the **Named Member** listed above, with benefits having a public purpose such as increasing the availability or efficiency of government services or promoting the public welfare; and
 3. There must be a direct organizational connection between the Instrumentality and the **Named Member** by a common representative at the senior management or Board of Directors level.

An Instrumentality’s direct organizational connection (the criterion in Section I.A.3. above) is stronger and clearer where the Board of Directors of the Instrumentality is appointed by the **Named Member**’s Board.

- B. The Instrumentality shall be subject to the service plan of the **Named Member**.
- C. Risk of loss financially and legally should reside with the **Named Member**.
- D. An Instrumentality’s status as an additional **Named Member** under this Endorsement ends when the Instrumentality no longer exists as an instrumentality to the **Named Member** or on the date when the Instrumentality revises its mission, accepts new responsibilities, or changes its operations to provide services to organizations other than the **Named Member** listed above.

- E. Coverage afforded an Instrumentality is subject to all terms, conditions, exclusions, requirements, and provisions of the CoverageDocument.
- F. No coverage is afforded for any Instrumentality that is not expressly listed on this Endorsement.
- G. The total operating expenses of the Instrumentality, and any other relevant information, must be reported at each renewal in order to be considered with that of the **Named Member** district for reporting ratable exposures to the **Pool**.

Section II – LIMITS OF LIABILITY, is amended as follows: All Limits of Liability are shared between the **Named Member** and its Instrumentality(s) and this Endorsement does not increase the Limits of Liability. Any changes to Subsections A, B, C, D, E, F, or G of Section I of this Endorsement within the Limits of Liability must have the prior written approval of the **Pool** with payment of additional contribution.

Section V – ADDITIONAL COVERAGES is amended as follows: All amounts payable under Additional Coverages are shared between the **Named Member** and its Instrumentality(s) and this Endorsement does not increase the amounts of the Additional Coverages.

Instrumentality Name(s):