# ENDORSEMENT AGREEMENT WAIVER OF SUBROGATION



HOME OFFICE SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME REP 14 9133698-19 RENEWAL NA 1-71-64-69 PAGE 1

EFFECTIVE JUNE 1, 2019 AT 12.01 A.M. AND EXPIRING JUNE 1, 2020 AT 12.01 A.M.

REDWOOD COMMUNITY ACTION AGENCY

904 G ST EUREKA, CA 95501

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST,

COUNTY OF HUMBOLDT

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY,

REDWOOD COMMUNITY ACTION AGENCY

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JUNE 4, 2019

2570

AUTHORIZED REPRESENTATIVE PRESIDENT AND CEO

SCIF FORM 10217 (REV.4-2018)



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/05/19

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.

l if	SUI nis c	BROGATION IS WAIVED, subject ertificate does not confer rights to	to the	he te	rms and conditions of this	ne poli ch end	cy, certain p	olicies may	require an endorsemen	t. As	tatement on	
_	DUCE		- 1110	00111		CONTA						
PATTERSON CONNERS INSURANCE							CONTACT Greg Conners  PHONE (A/C, No, Ext): (707)725-3400  FAX (A/C, No):					
PO Box 575							E-MAIL gradepatterson conners com					
		na, CA 95540										
		•				INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance of CA				NAIC #		
License#:OB72732											10023	
	,,,,,,,	Redwood Community Acti	on A	genc	y, Inc.	INSURER B: State Compensation Ins. Fund						
,,,							INSURER C:					
2016 6:							INSURER D:					
904 G. Street							INSURER E :					
	1/55	Eureka, CA 95501				INSURER F:						
		Control of the Contro	THE RESERVE OF THE PERSON NAMED IN	NAME AND ADDRESS OF THE OWNER.	NUMBER:	REVISION NUMBER: 1						
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												
C	ERT	IFICATE MAY BE ISSUED OR MAY	PER1	ΓAIN,	THE INSURANCE AFFORD	ED BY	THE POLICIE	S DESCRIBE	D HEREIN IS SUBJECT T			
				LICIES. LIMITS SHOWN MAY HAVE DLISUBRI			BEEN REDUCED BY PAID CLAIMS.    POLICY EFF   POLICY EXP					
INSR		TYPE OF INSURANCE		WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S		
	X	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000	
		CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$	500,000	
١.									MED EXP (Any one person)	\$	20,000	
A			X		2018-04653-NPO		11/17/18	11/17/19	PERSONAL & ADV INJURY	\$	1,000,000	
	GE	N'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	3,000,000	
		POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	3,000,000	
		OTHER:						NATERALIS COMO ANA ANA ANA ANA ANA ANA ANA ANA ANA AN		\$		
	AUTOMOBILE LIABILITY						11/17/18	11/17/19	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
	X	OWNED SCHEDULED AUTOS ONLY AUTOS			2018-04653-NPO				BODILY INJURY (Per person)	\$		
A									BODILY INJURY (Per accident)	\$		
		HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
									\$			
	X	W UMBRELLA LIAB EXCESS LIAB DED X RETENTION \$ 10,000					11/17/18	11/17/19	EACH OCCURRENCE	\$	4,000,000	
Α				2018-04653-NPO-UME		3			AGGREGATE	\$	4,000,000	
									\$			
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		Υ				04/04/20	X PER OTH-			
В	ANY				0422700 40		06/04/40		E.L. EACH ACCIDENT	\$	1,000,000	
P	OFFICER/MEMBER EXCLUDED? ((Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y	9133698-19	06/01/19	06/01/19	06/01/20	E.L. DISEASE - EA EMPLOYEE	\$		
								E.L. DISEASE - POLICY LIMIT	\$			
		ocial Workers Professional										
Α		ability	X		2018-04653-NPO		11/17/18	11/17/19	Per Occurrence		,000,000	
									Aggregate	\$3	,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)												
County of Humboldt, including its officers, officials, employees and volunteers, is additional insured per NIAC E61 attached. Workers Comp Waiver of												
Subrogation attached.												
DEE Language Internativities Decrease Planning												
REF. Language Interpretation Resources Planning												
CE	RTII	FICATE HOLDER				CAN	CELLATION					
							SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
County of Humboldt						AUTHODIZED DEDDECENTATIVE						

908 7th Street Eureka, CA 95501



POLICY NUMBER: 2018-04653

FORM: NIAC-E61 11 17

NAMED INSURED: Redwood Community Action Agency

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE							
Name of Person or Organization:							

- A. Section II Who Is An Insured is amended to include any public entity as an additional insured for whom you are performing operations, who may be named in the schedule above, when you have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your negligent acts or omissions; or
  - 2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations:
    - No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.
- **B.** With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply. This insurance does not apply to "bodily injury" or "property damage" occurring after:
  - 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - 2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. The following is added to **SECTION III LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

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POLICY NUMBER: 2018-04653

NAMED INSURED: Redwood Community Action Agency

FORM: NIAC-E61 11 17

D. A. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

#### 4. Other Insurance

#### a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

#### b. Excess Insurance

This insurance is excess over:

- 1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work":
  - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE.
  - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

### c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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