

**ASSIGNMENT AND ASSUMPTION OF GENERAL SERVICES  
AGREEMENT NUMBER F001601 AND CONSENT TO ASSIGNMENT**

This Assignment and Assumption of General Services Agreement with Andrew Poncia, a sole proprietor dba Poncia Fertilizer, Agreement Number F001601, dated January 18, 2018 (the "Agreement"), is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date"), by, between, and among the City of Santa Rosa, a municipal corporation ("City"), Andrew Poncia, a sole proprietor ("Assignor"), and Poncia Fertilizer, Inc., a California Corporation ("Assignee").

**RECITALS**

- A. City and Assignor entered into the Agreement, attached hereto as Exhibit A.
- B. On or about February 1<sup>st</sup>, Assignor formed Assignee and desires to assign and transfer that portion of its rights and obligations under the Agreement to Assignee, and Assignee now desires to assume those rights and obligations and to perform related duties under the Agreement as previously contracted by Assignor.
- C. City desires to continue the Agreement and to consent to the assignment and assumption of the Agreement from Assignor to Assignee.

**AGREEMENT**

**NOW, THEREFORE**, City, Assignor, and Assignee agree as follows:

**1. RECITALS CORRECT**

The above Recitals are true and correct.

**2. ASSIGNMENT AND ASSUMPTION**

- a. Assignor assigns all of its rights and interest in and to the Agreement and delegates to Assignee all of the duties and obligations imposed upon Assignor under the Agreement from and after the Effective Date.
- b. Assignee assumes all duties and obligations under the Agreement in favor of the City and agrees to perform the same on the same terms and conditions set forth therein from and after Effective Date.

**3. CONSENT TO ASSIGNMENT**

- a. City consents to the assignment and assumption of the Agreement by Assignor to Assignee whose business address is PO Box 718 Cotati CA 94931
- b. Assignor and Assignee agree to the following terms and conditions and City's consent to assignment is subject to following terms and conditions:
  - (i) This consent to assignment will not waive Assignor's obligation to perform the obligations and duties of Assignor under the Agreement.
  - (ii) This consent to assignment will not waive the requirement in Section 6 of Agreement relating to any further assignment of Agreement by Assignee.

Executed as of the Effective Date first above stated.

**ASSIGNOR:**

Andrew Poncia, a sole proprietor,  
dba Poncia Fertilizer Spreading

Signatures of Authorized Person.

By: 


Print Name: Andy Poncia

Title: owner

**ASSIGNEE:**

Poncia Fertilizer, Inc., a California Corp.

Signatures of Authorized Persons\*:

By: 

Print Name: Andy Poncia

Title: President

By: 

Print Name: Andy Poncia

Title: Treasurer

City of Santa Rosa Business Tax Cert. No.

N/A

City of Santa Rosa Business Tax Cert. No.

N/A

\*Note: Per Agreement, this shall be signed by two corporate officers, one from each of the following groups: a) the chairman of the board, president, or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate office shall be listed under the signature.

**CITY OF SANTA ROSA,**  
a Municipal Corporation

By: \_\_\_\_\_

Print Name: Daniel J. Galvin III

Title: Chairman of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

ATTEST:

\_\_\_\_\_  
Recording Secretary

Attachment:

Exhibit A: The Agreement



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2018

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).

PRODUCER  Cheda Insurance Agency 1345 Redwood Way Petaluma, CA 94954	CONTACT NAME: Ryan Cheda	
	PHONE (A/C No. Ext): 707-794-9950 FAX (A/C No.):	
	E-MAIL ADDRESS: tee@ctsagency.com	
INSURED  Poncia Fertilizer Inc P O Box 718 Cotati, CA 94931	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Nationwide Agribusiness	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 LTR	TYPE OF INSURANCE	ADDL INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	FPK GLNO 7870695438	05222018	05222019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	FPK BAN 7870695438	05/22/2018	05/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		FPK FAEN 7870695438	05/22/2018	05/22/2019	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Santa Rosa, its officers, agents, employees and volunteers are listed as additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

City of Santa Rosa Its officers, agents employees and volunteers 55 Stony Point Rd Santa Rosa, CA 95401	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  TMC

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 71 56 08 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Person or Organization:

CITY OF SANTA ROSA ITS OFFICERS AGENTS & EMPLOYEES  
55 STONY POINT RD  
SANTA ROSA CA 95401

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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 acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

No such person or organization is an additional insured for liability arising out of the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, 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 the 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 are those specified in the written contract between you and the additional insured, 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.

CG 71 56 08 04

FPK GLN07860695438

LIGN

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- D. With respect to the insurance provided to the person or organization shown in the Schedule of the Endorsement, **Condition 4. Other Insurance** is replaced by the following:

#### 4. Other Insurance

If other valid and collectible insurance is available to the additional insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when it is excess as provided under part b., below. When this insurance is primary, we will not seek contribution from other insurance available to the person or organization shown in the Schedule of this endorsement.

##### 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 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 rented to you or 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 Liability

When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured 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.

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:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

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. Method Of Sharing

If all of the other insurance available to the additional insured 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 of the other insurance available to the additional insured 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.

**All terms and conditions of this policy apply unless modified by this endorsement.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **SCHEDULE**

**Name of Person or Organization:**

**CITY OF SANTA ROSA ITS OFFICERS AGENTS EMPLOYEES  
AND VOLUNTEERS  
55 STONY POINT RD SANTA ROSA CA 95401**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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 acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

No such person or organization is an additional insured for liability arising out of the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, 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 the 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 are those specified in the written contract between you and the additional insured, 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/22/2018

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PRODUCER  Cheda Insurance Agency 1345 Redwood Way Petaluma, CA 94954	CONTACT NAME: Ryan Cheda	
	PHONE (A/C, No, Ext): 707-794-9950 FAX (A/C, No): 707-794-9973	
	E-MAIL ADDRESS: tee@ctsagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED  Poncia Fertilizer Inc PO Box 718 Cotati, CA 94931-0718	INSURER A: Westchester	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY		G2750906A	09/23/2017	09/23/2018	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	<input checked="" type="checkbox"/> Contractors Pollution					
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Santa Rosa It's officers, agents employees and volunteers 55 Stony Point Rd Santa Rosa, CA 95401	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  TMC



PONCI-1

OP ID: SG

## CERTIFICATE OF LIABILITY INSURANCE REVISED

DATE (MM/DD/YYYY)  
05/15/2018

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.

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<b>PRODUCER</b> Don Ramatici Insurance, Inc. P.O. Box 551 Petaluma, CA 94953 Tony Rossotti	<b>707-782-9200</b>	<b>CONTACT NAME:</b> Tony Rossotti	<b>PHONE (A/C, No, Ext):</b> 707-782-9200	<b>FAX (A/C, No):</b> 707-782-9300
			<b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Insurance Company of the West		27847
		<b>INSURER B:</b>		
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE 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 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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y/N</b> N/A	<b>Y</b>	<b>WPL502560804</b>	<b>01/01/2018</b>	<b>01/01/2019</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

Waiver of Subrogation applies (WC990637 0502).

RE: Operations of the Named Insured for the Certificate Holder

## CERTIFICATE HOLDER

## CANCELLATION

<b>SANTARO</b>  City of Santa Rosa Purchasing Division 635 1st Street 2nd Floor Santa Rosa, CA 95404	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT .CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the schedule.

The additional premium for this endorsement shall be 5% of the California Workers' Compensation premium otherwise due on such remuneration, subject to a minimum premium of \$50.00.

**Schedule**

<b>Person or Organization</b>	<b>Job Description</b>
City of Santa Rosa 635 1st Street, 2nd Floor, Santa Rosa, CA 95404	Santa Rosa, CA Per Written Contract Spreading of Biosolids

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**Policy Number: WPL 5025608 04****Insured: Poncia Fertilizer, Inc.****Endorsement Effective: 01/01/2018****Coverage Provided by: Insurance Company of the West****Issue Date: 01/05/2018****Countersigned by:**