

# Request for Legislative Action

Res. #20877

Sponsor: Crystal Williams

Date: February 22, 2022

## Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20877
Sponsor(s):	Crystal J. Williams	Legislature Meeting Date:	2/22/2022

## Introduction

**Action Items:** ['Authorize']

**Project/Title:**

Jackson County Independence Parking Lot use for the City of Independence Household Hazardous Waste event on April 2nd, 2022.

## Request Summary

The City of Independence Water Pollution Control Department has requested permission to use the Jackson County Independence parking lot at the southeast corner of Kansas and Osage for the use of the annual Household Hazardous Waste Collection event to be held on April 2, 2022. The following stipulations will apply:

- 1) The County will require a Certificate of Liability Insurance.
- 2) The City of Independence will be responsible for returning the parking lot to its "as-good-as" condition as it was prior to the event. This will include all cleanup and any repairs needed.
- 3) The parking lot will be ready for use by the County no later than 7:00 am on Monday, April 4, 2022.

## Contact Information

<b>Department:</b>	Public Works	<b>Submitted Date:</b>	1/25/2022
<b>Name:</b>	Courtney L. Henderson	<b>Email:</b>	CHenderson@jacksongov.org
<b>Title:</b>	Administrative Supervisor	<b>Phone:</b>	816-881-4418

## Budget Information

Amount authorized by this legislation this fiscal year:	\$ 0		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$		
Is it transferring fund?	No		
<b>Single Source Funding:</b>			
Fund:	Department:	Line Item Account:	Amount:
			<b>!Unexpected End of Formula</b>

## Request for Legislative Action

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:
20631	March 8, 2021

<b>Purchasing</b>	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
Not Applicable	
<b>Minority, Women and Veteran Owned Business Program</b>	
Goals Not Applicable for following reason: Contract is with another government agency	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

<b>Fiscal Information</b>	
<ul style="list-style-type: none"> <li>This legislative action does not impact the County financially and does not require Finance/Budget approval.</li> </ul>	

## Request for Legislative Action

### History

Courtney L. Henderson at 1/25/2022 8:00:04 AM - [Submitted | ]  
Department Director: Brian Gaddie at 1/25/2022 11:37:54 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 1/25/2022 11:54:03 AM - [ Not applicable | ]  
Compliance: Katie M. Bartle at 1/25/2022 12:57:15 PM - [ Approved | ]  
Finance (Budget): Mark Lang at 1/26/2022 9:39:15 AM - [ Not applicable | ]  
Executive: Sylvya Stevenson at 1/26/2022 11:16:10 AM - [ Approved | ]  
Legal: Elizabeth Freeland at 2/1/2022 3:34:56 PM - [ Returned for more information | Please correct prior legislation date. Thanks! ]  
Submitter: Courtney L. Henderson at 2/3/2022 12:03:53 PM - [ Submitted | ]  
Department Director: Brian Gaddie at 2/3/2022 12:23:08 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 2/3/2022 12:44:21 PM - [ Not applicable | ]  
Compliance: Katie M. Bartle at 2/3/2022 4:16:43 PM - [ Approved | ]  
Finance (Budget): Mark Lang at 2/3/2022 4:33:04 PM - [ Not applicable | ]  
Executive: Sylvya Stevenson at 2/4/2022 3:50:27 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 2/8/2022 10:02:10 AM - [ Returned for more information | Please use the "on agenda" date for the prior resolution. Thanks! ]  
Submitter: Courtney L. Henderson at 2/9/2022 7:48:21 AM - [ Submitted | ]  
Department Director: Brian Gaddie at 2/9/2022 4:39:34 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 2/10/2022 8:49:06 AM - [ Not applicable | ]  
Compliance: Katie M. Bartle at 2/10/2022 9:30:10 AM - [ Approved | ]  
Finance (Budget): Mark Lang at 2/10/2022 11:13:51 AM - [ Not applicable | ]  
Executive: Troy Schulte at 2/10/2022 3:37:05 PM - [ Approved | ]  
Legal: Katherine Henry at 2/16/2022 12:10:14 PM - [ Approved | ]



# INDEPENDENCE

## ★ MUNICIPAL SERVICES ★

January 11, 2022

Jackson County Facilities Management  
303 W. Walnut St.  
Independence, MO 64050  
Attn: Courtney Henderson

The City of Independence will once again be sponsoring a collection for household hazardous wastes this year. The event will be held on Saturday, April 2nd. We are requesting the use of Jackson County's parking lot at Kansas and Osage streets for control and flow of vehicles coming to the event. The actual unloading of vehicles and handling of waste will be on the Independence side of the vacant lot.

Liability insurance coverage certificates will be provided to our environmental contractor and I will send a copy to you as soon as I receive them. In the meantime, I would like to obtain your permission for use of the lot so we can proceed with planning of the event.

Please provide a letter granting permission to use the parking lot for the date of April 2, 2022. Thank you for your cooperation and assistance in the past. If you have any questions, please call Meghan McMillin at 325-7727 or me at 325-7440.

Sincerely,

Lisa Reynolds, Director  
Municipal Services



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/30/2021

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 AssuredPartners of Indiana, LLC  10401 N. Meridian #300  Indianapolis, IN 46290	1-317-844-7759	CONTACT NAME: Lyndsay Myers PHONE (A/C. No. Ext): 317-595-7392 E-MAIL ADDRESS: Lyndsay.Myers@assuredpartners.com	FAX (A/C. No):
INSURED Heritage Environmental Services, LLC  5400 W 86th Street  Indianapolis, IN 46268		INSURER(S) AFFORDING COVERAGE	
		INSURER A: GREENWICH INS CO	NAIC # 22322
		INSURER B: XL INS AMER INC	24554
		INSURER C: XL SPECIALTY INS CO	37885
		INSURER D: ZURICH AMER INS CO	16535
		INSURER E: IRONSHORE SPECIALTY INS CO	25445
		INSURER F: STEADFAST INS CO	26387

**COVERAGES**

CERTIFICATE NUMBER: 62804394

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 INSD	SUBR WVD	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GEC000304121	08/01/21	08/01/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AEC000304321	08/01/21	08/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UEC00183619	08/01/21	08/01/22	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WC929886321	08/01/21	08/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	POLLUTION LEGAL LIABILITY			ISPILLSCBRJ001	08/01/21	08/01/22	EACH 15,000,000 AG 30,000,000
F	CPL/ PROFESSIONAL			PEC877444500	08/01/21	08/01/22	EACH 25,000,000 AG 25,000,000

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

CITY OF INDEPENDENCE AND ANY OTHER CONTRACTUALLY REQUIRED ENTITIES ARE ADDITIONAL INSURED ON A PRIMARY NON-CONTRIBUTORY BASIS FOR GENERAL LIABILITY (INCLUDING ONGOING AND COMPLETED OPERATIONS) AND AUTO LIABILITY; WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE A FORENAMED ADDITIONAL INSURED FOR GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION POLICIES; BUT ONLY WHERE REQUIRED BY WRITTEN CONTRACT, AND WHERE ALLOWABLE BY LAW. UMBRELLA TO FOLLOW FORM.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF INDEPENDENCE  111 EAST MAPLE STREET  INDEPENDENCE, MO 64050  USA	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  
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62804394

# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
07/30/2021

NAME OF INSURED: Heritage Environmental Services, LLC



**ADDITIONAL NAMED INSUREDS: (Applies to all locations of the named insured)**

Heritage Environmental Services, LLC  
6510 Telecom Drive Suite 400  
Indianapolis, IN 46278

Heritage Environmental Services, LLC  
7901 West Morris Street  
Indianapolis, IN 46231

Heritage Interactive Services, LLC  
6510 Telecom Drive Suite 400  
Indianapolis, IN 46278

Heritage Transport, LLC  
7901 West Morris Street  
Indianapolis, IN 46231

Heritage Environmental Services PR, LLC  
Carr 682 Km 13.5 Bo Cercadillo  
Arecibo, PR 00613

Rineco Chemical Industries, LLC  
P.O. Box 729  
Benton, AR 72015

Rineco Environmental Services, LLC  
P.O. Box 729  
Benton, AR 72015

Rineco Transportation, LLC  
P.O. Box 729  
Benton, AR 72015

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**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. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.,
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

## SCHEDULE

**Name Of Person Or Organization:**

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss (as permissible by law).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## **ENDORSEMENT #10**

This endorsement, effective 12:01 a.m., 08-01-2021, forms a part of  
Policy No. GEC000304121 issued to Heritage Environmental Services, LLC  
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **PRIMARY INSURANCE CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

**ENDORSEMENT #007**

This endorsement, effective 12:01 a.m., August 1, 2021 forms a part of Policy No. AEC000304321 issued to HERITAGE ENVIRONMENTAL SERVICES, LLC by XL Insurance America, Inc..

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

**AUTOMATIC ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
  - b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
  - c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.
- B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.
- C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b> HERITAGE ENVIRONMENTAL SERVICES, LLC
<b>Endorsement Effective Date:</b> August 1, 2021

### **SCHEDULE**

<b>Name(s) Of Person(s) Or Organization(s):</b> WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WC 00 03 13**

(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT, OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION