



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

Bruce A. Broadwater
Mayor

Dina Nguyen
Mayor Pro Tem

Steven R. Jones
Council Member

Christopher V. Phan
Council Member

Kris Beard
Council Member

August 21, 2013

Republic Waste Services of Southern California, LLC
dba: Garden Grove Disposal
1131 North Blue Gum Street
Anaheim, CA 92806

Attention: General Manager

Enclosed is a copy of Amendment No. 2 to the Agreement by and between the City of Garden Grove, the Garden Grove Sanitary District, and Republic Waste Services of Southern California, LLC., dba Garden Grove Disposal for solid waste handling services.

This Amendment No. 2 was approved by the City Council and the Sanitary District Board at their meetings held on August 13, 2013.

Sincerely,

Kathleen Bailor, CMC
City Clerk/Secretary

By: Teresa Pomeroy, CMC
Deputy City Clerk/Deputy Secretary

Enclosure

c: Finance Department
Finance Department/Purchasing

**AMENDMENT NO. 2 TO AGREEMENT AMONG CITY OF GARDEN GROVE,
GARDEN GROVE SANITARY DISTRICT AND REPUBLIC WASTE SERVICES OF
SOUTHERN CALIFORNIA, LLC dba GARDEN GROVE DISPOSAL
FOR SOLID WASTE HANDLING SERVICES**

This Amendment to Agreement ("Amendment") is entered into to be effective as of the 13th day of August, 2013, by and among the City of Garden Grove ("City"), Garden Grove Sanitary District ("District"), a subsidiary special district formed and existing pursuant to the Sanitary District Act of 1923, California Health and Safety Code Section 6400 et seq. and Republic Waste Services of Southern California, LLC ("Republic"), a Delaware Limited Liability Company dba Garden Grove Disposal (collectively, the "Parties").

RECITALS:

A. Effective July 1, 2010, the Parties hereto entered into the Agreement between City of Garden Grove, Garden Grove Sanitary District and Republic Services of Southern California, LLC dba Garden Grove Disposal for Solid Waste Handling Services ("Agreement").

B. Pursuant to Recital E of the Agreement, the Parties intend that Republic, and not City or District, shall be solely responsible for establishing and collecting all charges for Solid Waste Handling Services provided by Republic pursuant to the Agreement.

C. Although the Parties intent, as set forth in Recital E of the Agreement, remains the same, Republic has informed City and District that it has experienced periodic difficulties in transitioning to sole responsibility for collecting all charges for Solid Waste Handling Services. Republic further anticipates that such periodic difficulties may continue in the future.

D. City and District are committed to working with Republic in order that Republic may complete the transition to fully collect all charges for Solid Waste Handling Services and thereby meet its obligations pursuant to the Agreement.

E. In order to assist in this process, City and District are willing to provide the City Manager with flexibility to assist Republic with respect to certain aspects of Republic's obligations for collection of charges for Solid Waste Handling Services.

F. The Parties hereto further desire to modify the provisions of the Agreement relating to Residential Bulky Item Collection services, submittal of reports and the Franchise Fee.

COVENANTS:

NOW, THEREFORE, for and in consideration of the terms and conditions of this Amendment, City, District and Republic hereby agree as follows:

1. Section 8.2.9 (Residential Bulky Item Services) shall be amended in its entirety to read as follows:

“8.2.9 Residential Bulky Item Service

Republic shall provide Bulky Item Collection services, on an on-call basis, to residents living at all Single Family Dwellings and Multi-Family Dwellings in City receiving automated Collection service via Carts. The first three (3) such collections in any calendar year shall be provided by Republic without additional charge to the Customer. Each such collection shall be limited to a maximum of ten (10) Bulky Items. Republic may charge rates for additional Bulky Item Collection services which shall not exceed the maximum rates set forth in Exhibit A attached to the Agreement. The Bulky Item Collection service set forth in this Section shall only apply with respect to Bulky Items generated at the Dwelling Unit at which the Customer calling for service resides. In order to receive such service, residents shall provide Republic with notice by phone of the number and type of Bulky Items to be collected. Bulky Item Collection service calls shall be responded to within a reasonable time but not longer than seven (7) days from the date of the Customer’s call for service and Republic shall Collect and dispose of all Bulky Items placed for Collection pursuant to the terms hereof. Republic shall produce, keep current, and provide public information specifically outlining its Bulky Item Collection service, which shall specifically include the annual publication and distribution of a brochure describing this service to residents of all Single Family and Multi-Family Dwellings in City. Should a property manager, or the owner, of a Multi-Family Dwelling contact Republic for Bulky Item Collection in connection with Bulky Items not generated at the Dwelling Unit at which such person actually resides, Republic shall provide Bulky Item Collection Service in the same manner as to other Commercial Premises as set forth in Section 8.3.3 below.”

2. Section 11.3 (Franchise Fee) shall be amended as follows:

The first paragraph of Section 11.3 shall be amended in its entirety to read as follows:

“Republic shall pay to City, a franchise fee equal to Seven and 25/100ths percent (7.25%) of Republic’s annual Gross Receipts each year, or portion thereof, during the entire Term of this Agreement (the “Franchise Fee”). The Franchise Fee shall be paid to City monthly on or before the twentieth (20th) day of each month. Should any such due date fall on a weekend or holiday in which the City’s business offices are closed, payment shall be due on the first day thereafter in which the City’s business offices are open. The amount of each payment shall be equal to Seven and 25/100ths percent (7.25%) of Republic’s Gross Receipts received in the calendar

month preceding the date payment is due. Notwithstanding the foregoing, if the City Manager, acting pursuant to Section 13.1, either (i) authorizes, for any period of time, Customer bills for the ID-1 area to be collected on the tax rolls instead of through direct Customer billing and collection performed by Republic, or (ii) authorizes, upon request by Republic, another modification to the billing and collection procedures, Republic shall pay to City a franchise fee equal to Seven and 75/100ths percent (7.75%) of Republic's District-wide Gross Receipts for the time period for which such authorization is effective."

All other provisions of Section 11.3 shall remain unchanged.

3. Section 13.1 (Direct Billing) shall be amended in its entirety to read as follows:

"Except as otherwise set forth in Section 13 herein, Republic shall, at its own expense, be solely responsible for the billing to and collection from every Customer for all of its Solid Waste Handling Services and shall provide itemized bills to each Customer distinctly showing charges for all classifications of services, including charges for late payments. Republic acknowledges that it, and not Customers, is to pay a Franchise Fee to City as consideration for this Agreement. Accordingly, Republic's bills shall not include separate itemization of a "franchise fee" or other similar designation. Billings shall be made monthly for Commercial Customers and may occur bi-monthly or quarterly for Residential Customers. Customers may be billed in advance of, or subsequent to services being provided at the option of Republic. Customers ordering service after the first of the month or canceling service prior to the end of the month shall be charged on a prorated per-pickup basis.

Upon request by Republic, the City Manager, in the exercise of his reasonable discretion, may modify, on an interim basis, the procedures set forth in Sections 13.1 – 13.6 regarding Republic's obligations for billing and collection for Solid Waste Handling Services in order to assist Republic in efficiently accomplishing such billing and collection activities. Such modification may include, but is not limited to, authorization for the collection of Customer bills for the ID-1 area on the tax rolls for a specified period of time, instead of through direct Customer billing and collection by Republic. No authorization for modification of the procedures shall be valid unless issued in writing by the City Manager and only to the extent authorized by law. Such authorization shall automatically expire at the end of the time period specified in writing by the City Manager unless renewed in writing by the City Manager."

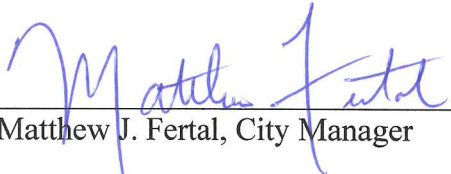
4. The first paragraph of Section 23 shall be amended in its entirety to read as follows:

“The parties acknowledge that City will require reporting by Republic at various intervals by which information important to City can be compiled and analyzed. Throughout the Term the parties agree to work together to address City’s needs with respect to the information to be contained in reports prepared by Republic. The following is intended as a starting point in order to have established an objective baseline for reporting, but the frequency and content of the reports called out below may be changed by agreement of the parties, provided any such change is approved by the City Manager in writing. Records related to performance of this Agreement shall be maintained by Republic in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. The format of each report shall be approved by City. Republic agrees to submit all reports in an electronic format compatible with City’s software/computers at no charge to City. Monthly reports shall be submitted within twenty (20) calendar days after the end of the report month. Quarterly reports shall be submitted within twenty (20) calendar days after the end of the calendar quarter.”

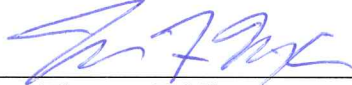
All other provisions of Section 23 (Subsections 23.1 – 23.6) shall remain unchanged.

6. Except as expressly set forth herein, nothing in this Amendment shall affect or modify any of the provisions of the Agreement.

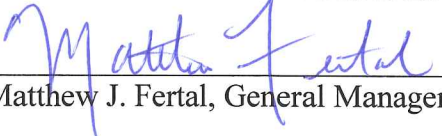
CITY OF GARDEN GROVE

By: 
Matthew J. Fertal, City Manager

APPROVED AS TO FORM:

By: 
Thomas F. Nixon
City Attorney

GARDEN GROVE SANITARY DISTRICT

By: 
Matthew J. Fertal, General Manager

(Signatures Continued on Following Page)

ATTEST:

By: *[Signature]*
Aug 21, 2013 City Clerk

APPROVED AS TO FORM:

By: *[Signature]*
Thomas F. Nixon
Attorney for District



REPUBLIC WASTE SERVICES OF
SOUTHERN CALIFORNIA, LLC dba
GARDEN GROVE DISPOSAL

By: *[Signature]*
Daniel Capener

Printed Name
Its: Authorized Agent

By: *[Signature]*
Eileen B. Schuler

Printed Name
Its: Secretary

CERTIFICATE

The undersigned certifies that (i) she is the duly elected, qualified and acting Secretary of **REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC**, a Delaware limited liability company (the "Company"); (ii) attached hereto as Schedule A is a true and correct copy of resolutions duly adopted by **REPUBLIC SERVICES, INC.**, a Delaware corporation, the sole member of the Company (the "Member") by written consent of the Member; and (iii) such resolutions have not been amended, rescinded, modified or revoked, and are in full force and effect on the date hereof.

Dated: July 23, 2013.



Eileen B. Schuler, Secretary

SCHEDULE A

RESOLVED, that the Company is hereby authorized execute Amendment No. 2 to Agreement for Solid Waste Handling Services (the "**Amendment**") with the City of Garden Grove (the "**City**") and Garden Grove Sanitary District (the "**District**") with regard to initial Agreement effective July 1, 2010 between the City, the District and the Company to provide Solid Waste Handling Services (the "**Agreement**"); with such changes as may be approved by the officers or such other persons authorized to execute same and such actions are hereby approved, adopted, ratified and confirmed;

FURTHER RESOLVED, the Company believes it to be in the best interest of the Company to enter into the Amendment;

FURTHER RESOLVED, that **DANIEL CAPENER**, as an authorized agent for the Company, or any officer of the Company is hereby authorized and directed to execute and to deliver the Amendment and to execute any and all other documents on behalf of the Company required in connection with the Amendment, and in connection with the performance of the Company's obligations and agreements set forth therein; and

FURTHER RESOLVED, that the Secretary, or any other officer of the Company, is hereby authorized to certify to the adoption of the foregoing resolutions as may be required.



CERTIFICATE OF LIABILITY INSURANCE

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 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 CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): E-MAIL ADDRESS: <u>certificateteam@ccmsi.com</u>	INSURER(S) AFFORDING COVERAGE INSURER A: OLD REPUBLIC INSURANCE COMPANY INSURER B: ILLINOIS UNION INSURANCE COMPANY INSURER C: NATIONAL FIRE & MARINE INSURANCE COMPANY INSURER D: INSURER E: INSURER F:	NAIC # 24147 27960 20079
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COVERAGES **CERTIFICATE NUMBER: 360512** **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.

INSTR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			MWZY 60248	06/30/2013	06/30/2014	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MWTB 21945	06/30/2013	06/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			42 UMO 100005 01	06/30/2013	06/30/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A A A	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	MWC 118477 00 AOS MWXS 1024 Excess WC OH MWXS 1023 Excess NSWV TX	06/30/2013 06/30/2013 06/30/2013	06/30/2014 06/30/2014 06/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

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

Division Number: 3840 - Named Insured Includes: Consolidated Disposal Service, L.L.C. - Dba: Bel-Art Transfer Station
 Division Number: 3876 - Named Insured Includes: Republic Waste Services of Southern California, LLC - Dba: Anaheim Truck Depot -RWS of Southern CA, LLC - Anaheim Disposal - Brea Disposal - Chino Hills Disposal - Garden Grove Disposal - MG Disposal - Placentia Disposal - Yorba Linda Disposal - Villa Park Disposal - Taormina Industries Recyclery

Reviewed and approved as to insurance language and/or requirements.
Heidi M Jay 8-21-13

* Schedule of underlying policies will be forwarded when excess policy is received. *see attached e-mail.*

CERTIFICATE HOLDER City of Garden Grove 11222 Acacia Pkwy Garden Grove, CA 92840-5208 United States	RISK MANAGEMENT CANCELLATION 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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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 8

<p>AGENCY</p> <hr/> <p>POLICY NUMBER See First Page</p> <hr/> <p>CARRIER See First Page</p>	<p>NAMED INSURED</p> <p>REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054</p> <hr/> <p>NAIC CODE</p> <hr/> <p>EFFECTIVE DATE:</p>
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ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#MWXS 1023) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

The Excess Liability policy is follow form over the General Liability, Automobile Liability and Employer's Liability policies shown on this certificate. ✓

Additional Insured includes: City of Garden Grove, the Garden Grove Sanitary District, as well as their respective elected and appointed officials, officers, employees, agents and volunteers, when required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED 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)
City of Garden Grove, The Garden Grove Sanitary District, their officers, officials, agents, employees, volunteers and contractors
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Reviewed and approved as to insurance language
and/or requirements.
Neidra M. Jay
8-21-13 Risk Management

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION (BLANKET) ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8.
Transfer of Rights of Recovery Against Others To Us:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Reviewed and approved as to insurance language
and/or requirements.

Richard M. Jay
Risk Management
8-21-13

CL 458 001 0611

MWZY 60248



Republic Services, Inc.

06/30/2013 - 06/30/2014

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

SCHEDULE

Named Insured:

"As required by written contract or agreement"

Mailing Address

(including Zip Code):

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance is amended per the following:

- 1. The following paragraph is added under **a. Primary Insurance**:

This insurance is primary insurance as respects our coverage to an additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

- 2. The following paragraph is added under **b. Excess Insurance**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Any provision in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

GL 458 002 0511

MWZY 60246

Republic Services, Inc.

06/30/2013 - 06/30/2014

Reviewed and approved as to insurance language and/or requirements.

Heidi M. Jay
Risk Management
8-21-13

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization:

Per Schedule On File With The Carrier

Address:

Per Schedule On File With The Carrier

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
8-21-13

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will send notice of cancellation to the person or organization shown in the schedule above. We will send such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

GL 458 004 0611

12WZY 50248



Republic Services, Inc.

06/30/2013 - 06/30/2014

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective:	Countersigned By: <i>Gary Vico</i> (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person(s) or Organization(s):

City of Garden Grove, the Garden Grove Sanitary District, their officers, officials, agents, employees, volunteers and contractors

Reviewed and approved as to insurance language
and/or requirements.

William Jay
8-21-13
Risk Management

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name of Person(s) Or Organization(s):

"Only those persons or organizations for whom you are required to waive your rights of recovery under the terms of a written contract."

We waive any right of recovery we may have against the designated Person(s) or Organization(s) shown in the Schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated Person(s) or Organization(s). The waiver applies only to the designated Person(s) or Organization(s) shown in the Schedule.

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
8-21-13

CA 458 001 0611

MWTS 21945

Republic Services, Inc.

06/30/2013 - 06/30/2014

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization:

Per schedule on file with the carrier.

Address:

Per schedule on file with the carrier.

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will send notice of cancellation to the person or organization shown in the schedule above. We will send such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

Reviewed and approved as to insurance language
and/or requirements.

Neilson Jay
Risk Management
8-21-13

CA 458 004 0611

MWTB 21945 ✓

Republic Services, Inc.

06/30/2013 - 06/30/2014

Endorsement #

This endorsement, effective 12:01 AM 30th June, 2013 forms a part of policy No. 42-UMO-100005-01 ✓

Issued to: Republic Services, Inc.

By: National Fire & Marine Insurance Company

Policy Amendment Endorsement

This policy is amended as follows:

Section VII DEFINITIONS, Paragraph M. is amended to include the following additional provision:

"Insured" means the following entity(ies) listed below. Such entity(ies) is included as an additional "Insured", solely as respects liability arising out of any operations or activities performed by or on behalf of the "Named Insured":

Republic Waste Services of Southern CA, LLC DBA Garden Grove Disposal:

City of Garden Grove
Garden Grove Sanitary District

As well as their respective elected and appointed officials, officers, employees, agents and volunteers.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (In States where applicable)
Dated:

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management

8-21-13

Endorsement #

This endorsement, effective 12:01 AM 30th June, 2013 forms a part of policy No. 42-UMO-100005-01

Issued to: Republic Services, Inc.

By: National Fire & Marine Insurance Company

It is hereby understood and agreed that in accordance with **Section VI. CONDITIONS**, paragraph P. **Transfer of Rights of Recovery**, section 3, we agree to waive any rights of recovery as respects the "Insured's" contract with Republic Waste Services of Southern CA, LLC DBA Garden Grove Disposal.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (In States where applicable)
Dated:

Reviewed and approved as to insurance language
and/or requirements.

Neidra M. Jay
Risk Management

8-21-13

Endorsement #

This endorsement, effective 12:01 AM 30th June, 2013 forms a part of policy No. 42-UMO-100005-01 ✓

Issued to: Republic Services, Inc.

By: National Fire & Marine Insurance Company

Commercial Umbrella Liability Policy

Notice of Cancellation to Additional Persons/Organizations Endorsement

This policy is amended as follows:

Section VI CONDITIONS, Paragraph D. Cancellation is amended to include the following additional provision:

In the Event of cancellation, we will mail advance notice to the person or organization named in the schedule below. The number of days advance notice to be provided is also shown in the schedule. Such notice will be sent by ordinary mail for which a Certificate of Mailing has been obtained to the address listed below.

This endorsement shall not operate or be deemed to benefit, directly or indirectly, any person or organization not named in the schedule.

SCHEDULE

<u>NAME & ADDRESS OF PERSON/ORGANIZATION</u>	<u>NUMBER OF DAYS ADVANCE NOTICE</u>
City of Garden Grove 11222 Acacia Pkwy Garden Grove CA 92840-5208	10 days for nonpayment of premium 30 days for any other reason

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (In States where applicable)
Dated:

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
8-21-13

Zimbra

heidij@ci.garden-grove.ca.us

Re: Insurance needed for Republic Services

From : Heidi Janz <heidij@ci.garden-grove.ca.us>
Subject : Re: Insurance needed for Republic Services

Wed, Aug 21, 2013 01:36 PM

To : Linda Thomas <lthomas@ccmsi.com>

Cc : Annette Myers <amyers@ccmsi.com>, cloch@republicservices.com, Kim Larson <klarson@ccmsi.com>

Thank you, Linda. Please forward the schedule of underlying policies for the excess policy when you receive it.
Thank you again for your help.

Heidi Janz

Heidi Janz
Risk Management
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92842-3070

Phone: 714-741-5019

Fax: 714-741-5205

E-mail: heidij@garden-grove.org

Certificate E-mail: insurance@ci.garden-grove.ca.us

From: "Linda Thomas" <lthomas@ccmsi.com>
To: "Heidi Janz" <heidij@ci.garden-grove.ca.us>
Cc: "Annette Myers" <amyers@ccmsi.com>, cloch@republicservices.com, "Kim Larson" <klarson@ccmsi.com>
Sent: Wednesday, August 21, 2013 1:33:27 PM
Subject: RE: Insurance needed for Republic Services

Heidi,

Yes, the general liability and auto liability policies are underlying policies on the excess policy.

Linda C. Thomas, CIC
Supervisor, Insurance Compliance
CCMSI
17015 N. Scottsdale Road, Suite 325
Scottsdale, AZ 85255
480-384-5910 Phone
217-477-5479 Fax
866-299-0349 Toll Free

lthomas@ccmsi.com

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From: Heidi Janz [<mailto:heidij@ci.garden-grove.ca.us>]
Sent: Wednesday, August 21, 2013 1:32 PM
To: Linda Thomas
Cc: Annette Myers; cloth@republicservices.com; Kim Larson
Subject: Re: Insurance needed for Republic Services

Hi Linda,

Thank you for getting back to me. Please confirm that the general liability policy and the auto liability policy are underlying policies on the excess policy.

Thank You,

Heidi Janz

Heidi Janz
Risk Management
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92842-3070

Phone: 714-741-5019
Fax: 714-741-5205
E-mail: heidij@garden-grove.org
Certificate E-mail: insurance@ci.garden-grove.ca.us

From: "Linda Thomas" <lthomas@ccmsi.com>
To: heidij@ci.garden-grove.ca.us
Cc: "Annette Myers" <amyers@ccmsi.com>, cloch@republicservices.com, "Kim Larson" <klarson@ccmsi.com>
Sent: Wednesday, August 21, 2013 1:12:51 PM
Subject: RE: Insurance needed for Republic Services

Heidi,

As previously discussed, I haven't yet seen a copy of the umbrella policy.

As for your other question regarding notice of cancellation of the CGL and Auto policies, please note that City of Garden Grove is on the schedule on file with the carrier.

If you have any other questions, please let me know. Thank you.

Linda C. Thomas, CIC
Supervisor, Insurance Compliance
CCMSI
17015 N. Scottsdale Road, Suite 325
Scottsdale, AZ 85255
480-384-5910 Phone
217-477-5479 Fax
866-299-0349 Toll Free

lthomas@ccmsi.com

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From: Heidi Janz [<mailto:heidij@ci.garden-grove.ca.us>]
Sent: Tuesday, August 20, 2013 3:52 PM
To: Annette Myers
Cc: Becky Pittman; Sandy Segawa; heidij@garden-grove.org
Subject: Insurance needed for Republic Services
Importance: High

Hi Annette,

Thank you for taking the time to talk with me today. Here are certificates and endorsements for the 2013-2014 policy period and the 2012-2013 policy period.

Per our conversation, there are a few things I need before I can sign off on the 2013-2014 insurance. Please provide the following information:

1. Schedule of underlying policies from the declarations pages of the excess liability policy.
2. Please confirm that the City of Garden Grove and Garden Grove Sanitary District are on file with the Carrier to receive notice under the 30 day endorsements for the general liability and the auto liability policies. (The endorsements are blankets that notify parties listed on the schedule with the Carrier.)
3. The contract calls for separate policy limits. Please confirm whether separate endorsements are required for this. If so, please forward the endorsements.

I would appreciate anything you can do to get this information to me today, if possible. Please call me if there's anything you need from me. Thank you for your help.

Respectfully,

Heidi Janz

Heidi Janz
Risk Management

City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92842-3070

Phone: 714-741-5019

Fax: 714-741-5205

E-mail: heidij@garden-grove.org

Certificate E-mail: insurance@ci.garden-grove.ca.us

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 252
(4-84)

WC 04 03 06 (Ed. 4-84)

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

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 6-30-2013 at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. MWC 118477 00 ✓ Endorsement No.

of the OLD REPUBLIC INSURANCE COMPANY

(NAME OF INSURANCE COMPANY)

Issued to REPUBLIC SERVICES, INC.

Premium (if any) \$

Authorized Representative

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 % of the California workers' compensation premium otherwise due on such remuneration.

Person or Organization	Schedule Job Description
ALL PERSONS OR ORGANIZATIONS	

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
8-7-13

IL 10 (12/06) - OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

DESIGNATED ENTITY - NOTICE OF CANCELTION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization: CITY OF GARDEN GROVE, THE GARDEN GROVE SANITARY DISTRICT, THEIR OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS AND CONTRACTORS

Address: P.O. BOX 3070, GARDEN GROVE, CA 92842-3070

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

PC 009 05 10

REPUBLIC SERVICES, INC.

MWC 118477 00 ✓

EFFECTIVE 6-30-2013

Reviewed and approved as to insurance language
and/or requirements

Heidi M. Jay
Risk Management

8-21-13

**CITY OF GARDEN GROVE
and
GARDEN GROVE SANITARY DISTRICT

INTER-DEPARTMENT MEMORANDUM**

To:	Matthew J. Fertal	From:	Kingsley Okereke	
Dept.:	General Manager/City Manager	Dept.:	Finance Director	
Subject:	APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT AMONG THE CITY OF GARDEN GROVE, GARDEN GROVE SANITARY DISTRICT AND REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC DBA GARDEN GROVE DISPOSAL FOR SOLID WASTE HANDLING SERVICES		Date:	August 13, 2013

OBJECTIVE

To have the Garden Grove Sanitary District Board of Directors and City Council approve Amendment No. 2 to the Agreement for Solid Waste Handling Services ("2010 Agreement") with Republic Waste Services of Southern California, LLC dba Garden Grove Disposal.

BACKGROUND

Effective July 1, 2010, the City of Garden Grove, Garden Grove Sanitary District and Republic Services of Southern California, LLC dba Garden Grove Disposal entered into an Agreement for Solid Waste Handling Services ("2010 Agreement"). Amendment No. 1 to the 2010 Agreement dealing with signage on the collection vehicles was entered into on October 11, 2011. The parties now desire to further modify the provisions of the 2010 Agreement relating to Residential Bulky Item Collection Services, submittal of reports, and billing processes.

DISCUSSION

The changes contemplated in Amendment No. 2 to the 2010 Agreement include the following:

- Clarification of Section 8.2.9 (Residential Bulky Item Services) of the 2010 Agreement. Specifically, in any calendar year, the first three (3) residential calls for bulky item collection services will be without additional charges, with each such collection limited to a maximum of ten (10) bulky items. Additional Residential Bulky Item Collections in the same calendar year are subject to service charges as specified in the 2010 Agreement.

AMENDMENT NO. 2 TO SOLID WASTE HANDLING AGREEMENT

August 13, 2013

Page 2

- Authorizes the City Manager, upon request by Republic, to modify, on an interim basis, the billing and collection procedures for Solid Waste Handling Services in order to assist Republic in efficiently accomplishing these activities. During the period of any such modification the franchise fee will be adjusted from 7.25% to 7.75%; and
- Provides for the electronic submittal of reports to the City by Republic.

FINANCIAL IMPACT


Potential increase of the franchise fee from 7.25% to 7.75% in the event that Republic requests and the City Manager authorizes modification of the billing and collection processes.

RECOMMENDATION

It is recommended that the Garden Grove Sanitary District Board of Directors and the City Council:

- Approve Amendment No. 2 to the 2010 Agreement with Republic Waste Services of Southern California, LLC dba Garden Grove Disposal; and,
- Authorize the General Manager/City Manager to execute the Amendment No. 2 and make minor modifications as appropriate thereto.


KINGSLEY OKEREKE
Finance Director


By: Monica Neely
Revenue Manager

Attachment: Amendment No. 2 to the 2010 Agreement

Recommended for Approval


Matthew Feral
General Manager