

## AGREEMENT BIBLIOGRAPHY

Agreement With:	Republic Waste Services of Southern California, LLC dba Garden Grove Disposal
Agreement Type:	Solid Waste Handling Services
Date Approved:	10 11 2011
Start Date:	10 11 2011
End Date:	06 30 2024
Contract Amount:	N/A
Comments:	Amendment No. 1 Public Works
Insurance Expiration:	06 30 2012
Date Archived:	



**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.*

William J. Dalton  
 Mayor

Steven R. Jones  
 Mayor Pro Tem

Dina Nguyen  
 Council Member

Bruce A. Broadwater  
 Council Member

Kris Beard  
 Council Member

October 13, 2011

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. 1 of the Agreement by and between the City of Garden Grove, the Garden Grove Sanitary District, and Republic Waste Services of Southern California, LLC., for lettering on collection vehicles.

Sincerely,

Kathleen Bailor, CMC  
 City Clerk/Secretary

By:   
 Teresa Pomeroy  
 Deputy City Clerk/Deputy Secretary

Enclosure

c: Finance Department  
 Finance Department/Purchasing  
 Public Works

**CITY OF GARDEN GROVE**

**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN  
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**

Recitals

- A. This Amendment No. 1 is made and entered into this 11<sup>th</sup> day of October 2011, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", Garden Grove Sanitary District, a subsidiary special district formed and existing pursuant to the Sanitary District Act of 1923, California Health & Safety Code Section 6400, et seq. ("District") and Republic Waste Services of Southern California, LLC, a Delaware Limited Liability Company dba Garden Grove Disposal ("Republic") (collectively, the "Parties").
- B. WHEREAS, CITY, DISTRICT, AND REPUBLIC entered into an agreement for solid waste handling services, effective July 1, 2010, (the "Agreement"); and
- C. WHEREAS, on May 25, 2010, City Council and the Board of Directors of the District authorized the City Manager and General Manager, respectively, to make minor adjustments to the Agreement if necessary; and
- D. WHEREAS, the Parties, by mutual agreement, desire to amend the provisions of the Agreement relative to the minimum standards for Republic's collection vehicles.

Now, therefore, it is mutually agreed, by and between the Parties as follows:

1. Section 9.3(F) of the Agreement shall be amended in its entirety to read as follows:  
  
Republic's name, local or toll free telephone number, and a vehicle number shall be visibly printed or painted in letters not less than five (5) inches in height on both sides and the rear of each Collection Vehicle. Additionally, the words "Serving the City of Garden Grove" shall be displayed on both sides of every residential Solid Waste Collection vehicle in letters not less than three (3) inches in height.
2. Except as expressly amended hereby, the existing Agreement shall remain in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the Agreement to be executed by their respective officers duly authorized on the date first written above.

CITY OF GARDEN GROVE

By: Matthew J. Fertal  
Matthew J. Fertal, City Manager

APPROVED AS TO FORM:

By: Thomas F. Nixon  
Thomas F. Nixon  
City Attorney

ATTEST: Kathy Bailor  
Kathy Bailor, CMC  
City Clerk

GARDEN GROVE SANITARY DISTRICT

By: Matthew J. Fertal  
Matthew J. Fertal, General Manager

APPROVED AS TO FORM:

By: Thomas F. Nixon  
Thomas F. Nixon  
General Counsel

ATTEST: Kathy Bailor  
Kathy Bailor, CMC  
Secretary

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

(Corporate Seal)

By: Eileen B. Schuler  
Eileen B. Schuler, Secretary  
Printed Name

Its: <sup>Vice</sup> Area President

By: James T. Ambrose  
James T. Ambrose  
Printed Name

Its: Secretary



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

**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 946) 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.

10-10-11 Heidi M. Jay  
Risk Management  
For Amendment 1 only to include name on trucks

# 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:

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 0611  
Republic Services, Inc.

MWZY 59257

Effective: 6-30-2011

Reviewed and approved as to insurance language  
and/or requirements.  
10-10-11 Heidi M. Jay  
\*For Amendment only  
Risk Management  
to include names on trucks



**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.  
10-11-11 *Heidi M. J...*  
\* For amendment 1 only  
to include name on trucks  
Risk Management



**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 Person(s) or Organization(s) 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.

10-11-11  
*Heidi M. Jay*  
Risk Management

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 6-30-2011 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. MWC 117108 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.

**Schedule**

Person or Organization	Job Description
All Persons Or Organizations	

10-10-11 Heidi M. J. *[Signature]*  
\* For Amendment 1 only  
to include name on trucks.

**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.

GL 458 004 0611  
Republic Services, Inc.

MWZY 59257

Effective: 6-30-2011

*10-11-11*  
*Heidi M. J...*  
*\* For amendment*  
*to include name on*  
*trucks*