

AGREEMENT BIBLIOGRAPHY

Agreement With:	Republic Waste Services of Southern California, LLC dba Garden Grove Disposal
Agreement Type:	Assignment Agreement
Date Approved:	06 13 2011
Start Date:	06 13 2011
End Date:	06 30 2024
Contract Amount:	N/A
Comments:	Public Works
Insurance Expiration:	06 30 2011
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

June 15, 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 the Assignment Agreement by and between the City of Garden Grove, the Garden Grove Sanitary District, and Republic Waste Services of Southern California, LLC., to provide solid waste collection services.

Sincerely,

Kathleen Bailor, CMC
City Clerk

By: 
Teresa Pomeroy
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is entered into to be effective as of the 13th day of JUNE, 2011 by and between the 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").

RECITALS

A. District and Republic are parties to that certain exclusive franchise agreement to provide solid waste handling services, dated July 1, 2010 (the "Franchise Agreement").

B. Pursuant to the Franchise Agreement, Republic is responsible for billing to and collecting from customers to which it provides solid waste handling services and to make all reasonable efforts to diligently pursue and collect all delinquent sums owed by customers to Republic.

C. Pursuant to Section 13.3(F) of the Franchise Agreement, Republic has requested the City's assistance in collecting the remaining delinquent and unpaid sums for solid waste handling services provided to customers set forth in Exhibit "A" hereto by imposition of a lien by District on the properties that received such solid waste handling services and collection of such delinquent accounts on the tax rolls.

D. District desires to assist Republic in its collection efforts in accordance with Section 13.3(F) of the Franchise Agreement by, to the extent authorized by law, imposing liens and collecting such delinquent accounts on the tax rolls as requested by Republic.

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Republic and District hereby agree as follows:

1. Republic hereby represents and warrants that it has exhausted all reasonable efforts to diligently pursue and collect all the delinquent sums owed for solid waste handling services provided to the properties set forth in Exhibit "A" hereto (collectively, the "Delinquent Accounts").

2. Republic further represents and warrants that the amounts set forth on Exhibit "A" truly and accurately reflect the delinquent amounts owed for solid waste handling services provided by Republic.

3. Republic hereby assigns, grants, and set over to District all of its right, title, and interest in and to the Delinquent Accounts.

4. District hereby accepts the foregoing assignment of the Delinquent Accounts and all of Republic's rights, title, privilege, and interest thereto, provided, however, that District shall not assume, and shall have no liability with respect to, any obligations of Republic except as expressly provided in this Assignment.

5. To the extent authorized by, and in accordance with, applicable law, District agrees to endeavor in good faith to collect such Delinquent Accounts on behalf of Republic by imposition of a lien on, and collection on the tax rolls of the delinquent sums owed for solid waste handling services provided to, the properties set forth on Exhibit "A" hereto. Notwithstanding the foregoing, District makes no representations or warranties regarding its legal ability or authorization to impose liens on said properties or collect said Delinquent Accounts on the tax rolls, and District shall have no liability to Republic for failure to collect any such Delinquent Accounts on behalf of Republic.

6. District shall remit all amounts collected on such Delinquent Accounts to Republic; provided, however, District shall be entitled to retain an amount necessary to reimburse District for any and all actual costs incurred by District in collecting such amounts. In the event such actual costs incurred by District exceed the amount collected by District on the Delinquent Accounts, Republic shall reimburse District for the difference in accordance with Section 13.3(F) of the Franchise Agreement.

7. In the event District is unable to collect any portion of the Delinquent Accounts, District shall, upon request of Republic, assign such Delinquent Accounts or portions thereof back to Republic.

8. In accordance with Section 27 of the Franchise Agreement, Republic shall indemnify, defend and hold harmless District and the City of Garden Grove and their respective elected and appointed boards, commissions, officers, employees, agents, and volunteers from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity arising out of, resulting from, and/or in any way connected with this Agreement, the assignment of the Delinquent Accounts to District, and/or District's attempted imposition of any liens and collection of any Delinquent Accounts on the tax rolls.

9. Republic further covenants and agrees to execute and deliver, or to cause to be executed and delivered, all such further documents and instruments as may be reasonably requested by District for the better assigning and conveying the Delinquent Accounts to District.

10. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors and assigns of the parties to this Assignment.

11. This Assignment may be amended only by a writing signed by both parties.

12. If any term, provision or application of this Assignment is held invalid or unenforceable, the remainder of this Assignment and any application of the terms and provisions shall not be affected thereby, but shall remain valid and enforceable.

13. This Assignment shall be governed by and construed in accordance with the law of California.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be properly executed as of the day and year first above written.

“District”

GARDEN GROVE SANITARY DISTRICT

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

ATTEST:

By: Kathleen Bailor
Kathy Bailor, City Clerk

APPROVED AS TO FORM:

By: Thomas F. Nixon
Thomas F. Nixon
Attorney for District

(Corporate Seal)

“Republic”

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

By: James T. Ambroso
Printed Name

Its: Vice President

By: Eileen B. Schuler
Printed Name

Its: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2010

PRODUCER Phone: 818-662-4200 Fax: 877-297-9262
BB&T - Knight Insurance Services
535 North Brand Blvd., 10th Floor
Lic# 0619252
Glendale CA 91203

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Republic Services Inc
(Named Insured Continued Below)
18500 N. Allied Way
Phoenix AZ 85054

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ZURICH AMERICAN INS CO <i>A, XV</i>	16535
INSURER B: AMERICAN ZURICH INS CO <i>A, XV</i>	40142
INSURER C: LEXINGTON INS CO <i>A, XV</i>	19437
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GLO370304203	6/30/2010	6/30/2011	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	BAP370304303	6/30/2010	6/30/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 0 PROPERTY DAMAGE (Per accident) \$ 0
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	2214223/2214224	6/30/2010	6/30/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input checked="" type="checkbox"/> N	WC370304003	6/30/2010	6/30/2011	<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
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
"Umbrella coverage was arranged by Besso Limited, who solely placed coverage on behalf of Republic Services, Inc. with Lexington Insurance Company."
DIV 3876 Named Insured Includes Republic Waste Services of Southern California, LLC.
See Attached...

CERTIFICATE HOLDER	CANCELLATION 10 Day Cancellation for Non-Payment
City of Garden Grove and Garden Grove Sanitary District PO Box 3070 Garden Grove CA 92845	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Mary J. ...</i>

The ACORD name and logo are registered marks of ACORD. **for this agreement only. 6-14-11 Lexington, Jay*

DESCRIPTIONS Continued.

City of Garden Grove and Garden Grove Sanitary District are named as an Additional Insureds, except for Workers Compensation, if required by written contract. Waiver of Subrogation rights apply, if required by written contract. If required by written contract, the General Liability policy will apply as primary insurance and any other insurance to the additional insured shall apply as excess and non-contributory insurance.

Coverage:	Policy Number:	Policy Effective:	Policy Expiration:
General Liability	GLO370304203	06/30/10	06/30/11
Automobile Liability	BAP370304303	06/30/10	06/30/11
Workers Compensation	WC370304003	06/30/10	06/30/11

Additional Named Insured:

3876 Republic Services, Inc.

M.G. Disposal, LLC

Republic Waste Services of Southern California, LLC dba Anaheim Disposal

Brea Disposal

Garden Grove Disposal

Placentia Disposal

Villa Park Disposal

Yorba Linda Disposal

Anaheim Truck Depot

Disposal Services

CVT

Taormina Industries and Chino Hills Disposal

Republic Services of Southern California, LLC dba Colton Disposal, Inland Regional Material Recovery Facility.

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.

6-15-11 *Heidi M. Jay*
Risk Management

