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

Republic Waste Services of Southern California, LLC

dba: Garden Grove Disposal 1131 North Blue Gum Street Anaheim, CA 92806

October 13, 2011

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

- 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.

APPROVED AS TO FORM: By: Thomas F. Nixon City Attorney	By: Matthew J. Fertal, City Manager ATTEST: Kathy Bailor, CMC City Clerk
APPROVED AS TO FORM: By: Thomas F. Nixon General Counsel	By: Matthew J. Fertal, General Manager ATTEST: Kathy Bailor, CMC Secretary
(Corporate Seal)	REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC, dba GARDEN GROVE DISPOSAL By: Leen B. Schuler, Secretary Printed Name Its: Area President By: Printed Name



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY) 08/31/2011

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.

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) CONTACT NAME: CANNON COCHRAN MANAGEMENT SERVICES, INC. PHONE (A/C No.Ext): 800-853-6155 FAX (A/C No.Ext): E-MAIL ADDRESS: 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: OLD REPUBLIC INSURANCE COMPANY 24147 INSURED INSURER B: LEXINGTON INSURANCE COMPANY 19437 INSURER C: REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY INSURER D: PHOENIX, AZ 85054 INSURER E: INSURER F: **CERTIFICATE NUMBER: 2572** COVERAGES **REVISION NUMBER: 2** 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. ADDLISUBR POLICY EFF POLICY EXP POLICY NUMBER TYPE OF INSURANCE LIMITS WVD LTR INSR (MM/DD/YYYY) (MM/DD/YYYY) GENERAL LIABILITY EACH OCCURRENCE MWZY 59257 06/30/2011 06/30/2012 \$5,000,000 A COMERCIAL GENERAL LIABILITY Х DAMGED TO RENTED \$ 5,000,000 CLAIMS-MADE X OCCUR PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & INJURY \$5,000,000 **GENERAL AGGREGATE** \$5,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$ 5,000,000 POLICY PROJECT AUTOMOBIL E LIABILITY MWTB 21343 06/30/2011 06/30/2012 COMBINED SINGLE LIMIT \$ 5,000,000 X ANY AUTO (Ea Accident) BODILY INJURY(Per person) ALL OWNED SCHEDULED Χ AUTOS **AUTOS** BODILY INJURY (Per accident) X NON-OWNED HIRED AUTOS X PROPERTY DAMAGE **AUTOS** (Per Accident) X UMBRELLA LIAB OCCUR EACH OCCURRENCE \$5,000,000 2214223/2214224 06/30/2011 06/30/2012 В EXCESS LIAB CLAIMS-MADE AGGREGATE \$5,000,000 DED RETENTION \$ WORKERS COMPENSATION WC STATU-TORY LIMITS N/A MWC 117108 00 AOS 06/30/2011 06/30/2012 Y/N AND EMPLOYERS' LIABILITY MWXS 945 Excess WC OH 06/30/2011 06/30/2012 E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE /OFFICER/MEMBER EXCLUDED? MWXS 946 Excess NSWC TX 06/30/2011 06/30/2012 \$3,000,000 N E.L. DISEASE -FA EMPLOYEE \$3,000,000 Mandatory in NH) E.L. DISEASE -POLICY LIMIT \$ 3.000.000 If yes, describe under DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) 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 See attached for additional remarks CERTIFICATE HOLDER CANCELATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN City of Garden Grove and Garden Grove Sanitary District ACCORDANCE WITH THE POLICY PROVISIONS. 11222 Acacia Parkway **AUTHORIZED REPRESENTATIVE** Garden Grove, CA 92840-5208

ACORD 25 (2010/05)

United States

The ACORD name and logo are registered marks of ACORD

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

10-10-17

For currendmenRisk, Management to

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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 NAI See First Page	C 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.

COMMERCIAL GENERAL LIABILITY CG 20 26 07 04

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.

name on trucks

Page 1 of 1

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.

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GL 458 002 0611 Republic Services, Inc.

MWZY 59257

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

* for Amendment Risk Management to include names on tra

Effective: 6-30-2011

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.

GL 458 001 0611 Republic Services, Inc.

MWZY 59257

Effective: 6-30-2011

COMMERCIAL AUTO CA 20 48 02 99

POLICY NUMBER: MWTB 21343

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:			
Named Insured:	(Authorized Representative)			
SCHEDULE				
Name of Person(s) or Organization(s):				
City of Garden Grove, the Garden Grove Sanitary District volunteers and contractors.	ct, their officers, officials, agents, employees,			

(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.

For amendment 1 only to include name on trucko.

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.

CA 458 001 0611 Republic Services, Inc.

MWTB 21343

Effective: 6-30-2011

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	a part o
Policy No. MWC 117108 00		Endorser	ment No.			
of the Old Republic Insurance C	ompany					
	p.	(NAME OF INSURAN	ICE COMPAN	√Y)		
Issued to Republic Services, Inc.						
Premium (if any) \$			**			
				Authorized R	epresentative	

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
All Persons Or Organizations

Job Description

* For Amendment I Conty
to include name on trucks.
Page 1 of 1

WC 252 (4-84) WC 04 03 06 (Ed. 4-84)

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

* For amendment to include name on