

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(General Services Agreement No. F001383)**

This Assignment and Assumption Agreement is made and entered into this ___ day of May, 2018, by and among Total Waste Systems, Inc., a California corporation ("Assignor"), Recology Sonoma Marin, a California corporation ("Assignee"), and the City of Santa Rosa, a municipal corporation ("City").

WHEREAS, City and Assignor are parties to General Services Agreement No. F001383 dated April 6, 2017, for grit and screenings disposal services (the "Agreement");

WHEREAS, on December 23, 2017 (the "Closing"), Assignee and its parent company, Recology Inc., acquired substantially all the assets of Assignor;

WHEREAS, the parties wish to formalize the assignment of the Agreement from Assignor to Assignee, and to amend it so it terminates on July 31, 2018.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor agrees to assign all of its rights and interest in and to the Agreement to Assignee, and to delegate to Assignee all of the duties and obligations imposed upon Assignor under the Agreement, from and after the Closing.

2. Assignee, whose business address is:
3400 Standish Avenue, Santa Rosa, CA 95407, agrees to accept such assignment and delegation, to assume all duties and obligations of "Contractor" under the Agreement, and to perform the Agreement on the terms and conditions set forth in the Agreement, from and after the Closing.

3. City consents to the assignment, assumption and delegation of the Agreement by Assignor to Assignee on the terms set forth herein, effective as of the Closing.

4. The first sentence of Section 2 of the Agreement is hereby amended to read as follows: "The services described herein shall be provided for the period of June 1, 2017 through July 31, 2018."

5. This consent to assignment will not waive the requirement in Section 6 of the Agreement relating to any further assignment of Agreement by Assignee.

6. This agreement may be executed in faxed or emailed PDF counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, AND THE PERSON SIGNING THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS AGREEMENT.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement (General Services Agreement No. F001383) as of the date first written above.

City of Santa Rosa,
a California municipal corporation

By: _____

Title: _____

Approved As To Form:

Office of City Attorney

Attest:

City Clerk

Recology Sonoma Marin,
a California corporation

By: Michael J. Sangiacomo

Name: Michael J. Sangiacomo

Title: President & CEO

By: Lindsay Young

Name: Lindsay Young

Title: Assistant Corporate Secretary

Total Waste Systems, Inc.,
a California corporation

By: Richard D. Powell

Name: Richard D. Powell

Title: President

By: _____

Name: _____

Title: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2018

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 Beecher Carlson Insurance Services 21650 Oxnard Street, Suite 1600 Woodland Hills, CA 91367 www.beechercarlson.com	CONTACT NAME: (SFO) Rebecca Horn
	PHONE (A/C No., Ext): FAX (A/C No.): EMAIL ADDRESS: rhorn@beechercarlson.com
INSURED Recology Sonoma Marin dba Recology Santa Rosa 3400 Standish Avenue Santa Rosa CA 95407	INSURER(S) AFFORDING COVERAGE
	INSURER A: ACE American Insurance Company
	INSURER C: XL Specialty Insurance Company
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER: 41928120** **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	ADDITIONAL INSURED (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 SIR: \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	XSL G27628825	10/1/2017	10/1/2018	EACH OCCURRENCE \$1,500,000 DAMAGES TO RENTED PREMISES (Per occurrence) \$1,500,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,500,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/PROP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		SCA H08874678 Limit: \$500,000 XSA H08874451 Limit: \$1.5M xs \$500k	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Auto Physical Damage \$Self Insured
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A	RWE5000442-03 (includes WA Stop Gap) SIR: \$1,000,000	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

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

RE: Grit Screening Disposal Services
 If additional insured (ADDL INSR) and/or subrogation waived (SUBR WVD) boxes are checked, applicable blanket policy endorsements apply in favor of the DESIGNATED ENTITY where required by written contract, but only as respects liability arising out of work performed by or on behalf of the Insured. Additional Condition(s) as required by written contract: Primary/Non-Contributory status (GL). 30 Days Notice of Cancellation.
 DESIGNATED ENTITY: The City of Santa Rosa, its officers, agents, employees and volunteers

CERTIFICATE HOLDER

City of Santa Rosa
 100 Santa Rosa Avenue, Room 10
 Santa Rosa CA 95402

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

(WDHLS) Pam Brooskin

Pam Brooskin

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured Recology Inc.			Endorsement Number 2
Policy Symbol XSL	Policy Number G27628825	Policy Period 10/01/2017 to 10/01/2018	Effective Date of Endorsement
Issued by (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

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

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

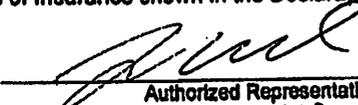
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the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

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.


 Authorized Representative
 SCOTT W. CONRAD SVP
 ACE AMERICAN INS. CO.

10/12/2017

 10/12/2017

Authorized Agent

SCOTT W. CONTRATH, SVP
ALE AMERICAN INS. CO.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Recology Inc.			Endorsement Number 49
Policy Symbol XSL	Policy Number G27628825	Policy Period 10/01/2017 to 10/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Schedule

Organization

Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

 10/12/2017
 Authorized Representative
 SCOTT W. COWARD, SVP
 ACE AMERICAN INS CO.

Waiver of Our Right to Recover from Others Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Workers Compensation and Employers Liability Policy

In consideration of an additional premium of \$ included, it is agreed that we have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce this right against the person or organization named in the Schedule below. This agreement applies as follows:

1. that you perform work under a written contract that requires you to obtain this agreement;
2. that you entered into a written contract prior to the loss; and
3. we agree to also waive our right of recovery but only with respect to such loss.

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

Schedule

Where required by written agreement signed prior to loss

All other policy terms and conditions remain unchanged.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always:

Endorsement Number: 1
Policy Number: RWE500044203

Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Issued to:
Effective Date of this Endorsement:

XL Specialty Insurance Company

Countersigned by 
Authorized Representative

Includes copyrighted material of National Council on Compensation Insurance, Inc. with its permission.