

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is entered into as of November 28, 2017 by and among the City of Rohnert Park, a California municipal corporation ("City"), Rohnert Park Disposal, Inc., a California corporation ("RPDI"), and Recology Sonoma Marin, a California corporation ("Recology") (collectively "Parties").

WHEREAS, City and RPDI are parties to a Third Amended and Restated Agreement for Refuse, Recyclable Materials, Compostable Materials and Street Sweeping Services, dated as of November 28, 2017 (the "Franchise Agreement");

WHEREAS, The Ratto Group of Companies Inc. and its owners and affiliated entities, including RPDI (collectively, "Ratto"), entered into an Asset Purchase Agreement dated August 11, 2017 (the "APA") which provides for the purchase by Recology Inc. or its designated subsidiaries of substantially all of Ratto's assets;

WHEREAS, in connection with the closing of the transactions contemplated by the APA (the "Closing"), RPDI wishes to assign the Franchise Agreement to Recology, and Recology wishes to accept such assignment;

WHEREAS, the Parties acknowledge that the performance of the Franchise Agreement involves rendering a vital service to City's residents and businesses, and that City previously selected RPDI to perform the services specified therein based on (1) RPDI's experience, skill and reputation for conducting its waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable waste management laws, regulations and good waste management practices, and (2) RPDI's financial resources to maintain the required equipment and to support its indemnity obligations to City under the Franchise Agreement;

WHEREAS, Section 12.06 of the Franchise Agreement provides that the Franchise Agreement may not be assigned by RPDI without the prior written consent of City;

WHEREAS, Section 12.06 of the Franchise Agreement provides there shall be no increase in costs to the services provided of any kind resulting directly or indirectly from the assignment of RPDI's interest under the Franchise Agreement.

WHEREAS, Section 12.06 of the Franchise Agreement provides that the City is not required to consider consent to assignment until:

- A. RPDI undertakes to pay the City its reasonable expenses for attorneys' fees and investigation costs necessary to investigate any proposed assignee, and to review and finalize any document required for such assignment;
- B. The City is furnished with three years of audited financial statements of the assignee's operations;
- C. The City is furnished with satisfactory proof that the proposed assignee has at least ten (10) years of Refuse management experience on a scale equal to or exceeding the sale of operations conducted by Contractor under this Agreement; that (ii) in the last five (5) years, the proposed assignee has not suffered any citations or other adverse action or decision from any federal, state, or local jurisdiction over its waste

management operations due to any significant failure to comply with federal, state, or local waste management laws and that the assignee has provided the City with a complete list of such citations, actions, and decisions; that (iii) the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; that (iv) the proposed assignee conducts its operations in accordance with sound waste management practices and in full compliance with all applicable federal, state and local laws regulating the collection and disposal of waste; and (v) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

WHEREAS, RPDI and the City entered into that certain Multiple Provider Exclusive Temporary Debris and Roll-off Collection Service Agreement, dated as of November 17, 2011 ("Temporary Debris Collection Agreement"), which as subsequently amended has a term through December 31, 2017; and

WHEREAS, City wishes to ensure that payment obligations by RPDI under the Franchise Agreement and Temporary Debris Collection Agreement will be satisfied notwithstanding the transactions contemplated by the APA.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the Parties and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment by RPDI. Subject to and effective as of the Closing, RPDI will assign to Recology all of its right, title and interest in and to the Franchise Agreement.
2. Acceptance by Recology. Subject to and effective as of the Closing, Recology will accept such assignment and will assume all duties and obligations of RPDI under the Franchise Agreement from and after the Closing.
3. Notification to City. Recology shall notify City in writing that the Closing has occurred by the end of the following business day thereafter. Recology shall satisfy the requirements of this section by providing notice via email to Assistant City Manager Don Schwartz at dschwartz@rpcity.org and City Manager Darrin Jenkins at dajenkins@rpcity.org.
4. RPDI Representations and Warranties. RPDI has full power and authority to execute and deliver this Agreement, and the other documents to be executed and delivered pursuant to this Agreement, and to perform and observe the terms and provisions of this Agreement. This Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of RPDI and Ratto, and all actions required under the organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.
5. Recology Representations and Warranties. As a material inducement to the City's consent to assignment, Recology provides the following representations and warranties to City as of the date Recology executes this Agreement:

- a. Recology is a corporation duly organized, validly existing and in good standing under the laws of the State of California. It is qualified to transact business in the State of California and has the corporate power to own its property and carry on its business as now owned and operated and as may be required by the Franchise Agreement.
- b. Recology has full corporate power and corporate authority to execute and deliver this Agreement, and the other documents to be executed and delivered pursuant to this Agreement, and to perform and observe the terms and provisions of this Agreement and the Franchise Agreement. This Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been or will be executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Recology, and all actions required under Recology's organizational documents and the California Corporations Code for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been or will be duly taken.
- c. To the best of Recology's knowledge, after reasonable investigation, neither the execution or delivery of this Agreement, nor Recology's performance of this Agreement or the Franchise Agreement: (i) conflicts with, violates, or results in a breach of any applicable law; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which Recology is a party or by which Recology or any of its properties or assets are bound, or constitutes a default thereunder.
- d. To the best of Recology's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Recology wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Recology of its obligations under this Agreement or the Franchise Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement or the Franchise Agreement or which would have a material adverse effect on the financial condition of Recology or any surety guaranteeing Recology's performance under this Agreement and the Franchise Agreement, which has not been waived by the City in writing.
- e. Recology's management has at least ten (10) years of waste management experience on a scale equal to or exceeding the sale of operations conducted by RPD1 under the Franchise Agreement;
- f. In the last five (5) years, Recology has not suffered any citations or other adverse action or decision from any federal, state, or local jurisdiction over its waste management operations due to any significant failure to comply with federal, state, or local waste management laws and that Recology has provided the City with a complete list of any citations, adverse actions, and adverse decisions by any court or governmental authority;

- g. Recology conducts its operations in an environmentally safe and conscientious fashion, in accordance with sound waste management practices, and in full compliance in all material respects with all applicable federal, state, and local laws regulating the collection and disposal of waste;
- h. In accordance with Section 12.06 of the Franchise Agreement, assignment of the Franchise Agreement shall not result in any increase in rates charged for services provided under the Franchise Agreement, except for such adjustments as may be allowed under Section 8.03 and 8.04 or otherwise under the Franchise Agreement.

6. Recology Acknowledgement of Rate Review. Recology acknowledges the detailed rate review recently requested by RDPI and the resulting rate adjustment for the period January 1, 2018-June 30, 2018 and approved by the City concurrently with the Franchise Agreement. The parties acknowledge and agree that the next two (2) refuse rate index (RRI) adjustments under Section 8.03 of the Franchise Agreement shall occur effective July 1, 2018 and July 1, 2019. In accordance with Section 8.04 of the Franchise Agreement, neither Recology nor City may request a detailed rate review under Section 8.04 to adjust rates for any period before July 1, 2020.

7. City Acknowledgement of Recology Fiscal Year. City acknowledges that Recology's fiscal year ends September 30, and that Recology's financial statements will be prepared on that basis. In light of the differing fiscal year, Recology agrees to provide annual reports under Section 6.04.1 and audited financial information under Section 6.05.2 no later than 5:00 p.m. on March 1 after the close of the fiscal year ending September 30.

8. Updated Vehicle Inventory. Recology shall provide a list of vehicles assigned to City's franchise, with vehicles ages and other identifying details as may be requested by the City, within sixty (60) days of the Closing.

9. Insurance. City has reviewed the insurance certificates and endorsements attached hereto as Exhibit L which, subject to and effective as of the Closing, shall become Exhibit L of the Franchise Agreement. Recology warrants to the City that such insurance certificates and endorsements satisfy the requirements of Section 9.04 of the Franchise Agreement, except that Recology's insurers use forms that are different from, but equivalent to, the forms specified in Sections 9.04.1.A, 9.04.1.B and 9.04.7.B(2) of the Franchise Agreement.

10. Notice. In accordance with Section 12.14, notices under the Franchise Agreement shall be provided to Recology at the following address:

Recology Sonoma Marin  
c/o Recology Inc.  
Attention: Legal Department  
50 California Street, 24<sup>th</sup> Floor  
San Francisco, CA 94111

11. Payment by RPD. RPD has deposited with the City a deposit in the amount of \$ 290,144.54, representing the City's estimated cost for (1) attorneys' fees and investigation costs necessary to investigate the assignment of the Franchise Agreement to Recology, and to review and finalize documents required for such assignment, and for all other costs of the City in connection with the assignment of the Franchise Agreement, in accordance with Section 12.06,



(2) cost of the detailed rate review, under Section 8.04, (3) an amount reflecting an average of one-month payment anticipated to become due to the City under the terms of the Franchise Agreement, plus contingency and (4) such other amounts otherwise anticipated to become due to the City under the Temporary Debris Collection Agreement, plus contingency. In the event that Closing does not occur by December 15, RPDl shall continue to make franchise payments in accordance with the terms and schedule set forth in the Franchise Agreement, and the making of such payments by RPDl or Recology to the City's reasonable satisfaction, with such satisfaction to be evidenced in writing by the City Manager to the other Parties, shall be a condition precedent to the City's consent under Section 14 of this Agreement. Upon notification to the City of Closing, the deposit shall be applied to satisfy costs associated with the assignment and any amounts due or anticipated to become due under the Franchise Agreement and Temporary Debris Collection Agreement. Within 90 days of the Closing, the City shall complete review of its actual costs incurred and shall refund any balance due to RPDl.

12. Release and Waiver of City by RPDl and Ratto. In exchange for the consideration reflected in this Agreement, including but not limited to release from its obligations under the Franchise Agreement, RPDl and The Ratto Group of Companies Inc. ("TRG"), on their own behalf as well as on behalf of their respective corporations, subsidiaries, predecessors, agents, officers, directors, employees, attorneys, representatives and agents, affiliates, policyholders and dbas and any persons acting on their behalf (collectively, "Releasing Parties"), hereby release and discharge the City, the City Council, and the City's agents, officers, employees, attorneys, and representatives (collectively, "Released Parties") from any and all claims, actions, causes of action, rights or obligations, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, whether contingent or liquidated, of every kind, nature and description that Releasing Parties now have or may have against the Released Parties arising from, related to or having any connection with the Franchise Agreement or the performance of services thereunder (all of the foregoing collectively, "Claims"), except claims to enforce the terms of this Agreement.

In furtherance of this intention, Releasing Parties expressly waive any and all rights that might be claimed by reason of fraudulent inducement and any and all rights under Section 1542 of the California Civil Code with respect to the Released Matters, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

RPDl acknowledges and agrees that this waiver is an essential and material term of this Agreement and without such waiver the Agreement would not have been entered into by City or Recology.

13. Indemnification by Recology. Subject to and effective as of the Closing, Recology agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the City) the Released Parties, from all Claims made by the Releasing Parties in connection with the Franchise Agreement, except to the extent caused by the City's willful misconduct or gross negligence. The provisions of this section shall survive the expiration or termination of the Franchise Agreement, and shall remain in full force and effect. As a material inducement to the foregoing agreement by Recology, each of City and the Releasing Parties represents and warrants to Recology that, as of the date it executes this Agreement, it is not aware of any Claims.

14. City Consent. City hereby consents to the foregoing assignment and assumption of the Franchise Agreement on the terms and conditions set forth herein.

15. Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is entered into as of the date first written above.

**City of Rohnert Park**

By: [Signature]  
Name: DARRIN JONES  
Title: CITY MANAGER  
Date: 12/20/17

**Rohnert Park Disposal, Inc.**

By: [Signature]  
Name: Keith Powell  
Title: President  
Date: 11/17/17

**The Ratto Group of Companies Inc.**

By: [Signature]  
Name: Keith Powell  
Title: President  
Date: 11/17/17

**Recology Sonoma Marin**

By: [Signature]  
Name: Michael J. Scaglia como  
Title: President & CEO  
Date: 11/21/17

**Attachments:**

Exhibit L – City Insurance Endorsement Forms and Insurance Certificates  
Exhibit L-1 – Form of Performance Bond

**Recology**  
Reviewed by:  
[Signature]  
Legal



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2017

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

CONTACT NAME: Beecher Carlson Insurance Services  
PHONE (A/C, No, Ext): 818-598-4200 FAX (A/C, No): 770-870-3043  
E-MAIL ADDRESS:

www.beechercarlson.com

INSURED  
Recology Sonoma Marin  
dba Recology Santa Rosa  
3400 Standish Avenue  
Santa Rosa CA 95407

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Indian Harbor Insurance Company	36940
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER: 38224622

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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	<b>AUTOMOBILE LIABILITY</b>					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b>					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability		PEC0005491-09	10/1/2017	10/1/2020	Each Loss \$20,000,000 Aggregate \$40,000,000 SIR \$250,000

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

Evidence of Insurance

**CERTIFICATE HOLDER**

City of Rohnert Park  
Risk Management  
130 Avram Avenue  
Rohnert Park CA 94928

**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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2017

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: Beecher Carlson Insurance Services	
	PHONE (A/C, No, Ext): 818-598-4200 FAX (A/C, No): 770-870-3043 E-MAIL ADDRESS:	
INSURED Recology Sonoma Marin dba Recology Santa Rosa 3400 Standish Avenue Santa Rosa CA 95407	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACE American Insurance Company	22667
	INSURER B : Ironshore Europe DAC	N/A
	INSURER C : XL Specialty Insurance Company	37885
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER: 38666059

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	ADDL INSD	SUBR 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 <input checked="" type="checkbox"/> SIR: \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			XSL G27628825	10/1/2017	10/1/2018	EACH OCCURRENCE \$1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,500,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP 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 <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			SCA H08874578 Limit: \$500,000	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$
A				XSA H08874451 Limit: \$1.5M xs \$500k	10/1/2017	10/1/2018	PROPERTY DAMAGE (Per accident) \$ Auto Physical Damage \$Self Insured
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PN1700870 (\$5M Umbrella)	10/1/2017	10/1/2018	EACH OCCURRENCE \$10,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			1000055331-11 (Excess of Umbrella)	10/1/2017	10/1/2018	AGGREGATE \$10,000,000 \$ -
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
C	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 <input checked="" type="checkbox"/> N	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"/> OTH-ER 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)

Evidence of Insurance. Upon execution of the signed contract the following endorsements attached will be issued on behalf of the City: Public Entity Additional Insured Endorsement Forms All-22422 and MS-42690 (providing Additional Insured, Primary and Non-Contributory, 30 Days Cancellation Notice, and Severability of Interest to the City of Rohnert Park for the General Liability Coverage (Excess General Liability Policy Form XS6U91d0610) Primary Auto Liability (Auto Liability Form CA00011013) and Excess Auto Liability (Excess Auto Liability Form XS6U90c0112); and Workers' Compensation Waiver of Subrogation on behalf of the City, its officials, employees, and volunteers for losses arising from work performed by Recology.

**CERTIFICATE HOLDER****CANCELLATION**

City of Rohnert Park  
Risk Management  
130 Avram Avenue  
Rohnert Park CA 94928

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

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ACORD 25 (2016/03)

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## PUBLIC ENTITY ADDITIONAL INSURED ENDORSEMENT

Named Insured <b>Recology Inc.</b>			Endorsement Number <b>54</b>
Policy Symbol <b>XSL</b>	Policy Number <b>G27628825</b>	Policy Period <b>10/01/2017 TO 10/01/2018</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

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:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
EXCESS COMMERCIAL GENERAL LIABILITY POLICY  
BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

**(name and address of additional insured)**

Caltrans  
City & County of San Francisco  
City and County of San Francisco, the San Francisco Port Commission  
City of Belmont  
City of Benicia-Wastewater Treatment Plant  
City of Beverly Hills, its appointed and elected officials, elective and appointive boards, its officers, commissions, employees and agents, Director of Public Works Services, Public Works Services, City of Beverly Hills, 455 N. Rexford Drive, CA 90210  
City of Bothell  
City of Burien  
~~City of Burlingame~~  
City of Burlingame  
City of Carlton  
City of Camarion  
City of Citrus Heights  
City of Citrus Heights, its officers, employees, agents and contractors, c/o City of Citrus Heights, Attn: David Wheaton, General Services Director, 6237 Fountain Square Drive, Citrus Heights, CA 95621  
City of Cupertino  
City of East Palo Alto  
City of Eureka  
City of Foster City  
City of Issaquah, its officials, employees and volunteers  
City of Lincoln  
City of Live Oak  
City of Long Beach  
City of Malibu, 283825 Stuart Ranch Road, Malibu, CA 90265  
City of Marysville  
City of Menlo Park  
City of Milpitas  
City of Pacifica  
City of Pasadena, its City Council, officials, officers, agents, employees and volunteers  
City of Pasadena, Department of Public Works, P.O. Box 7115, Pasadena, CA 91109  
City of Rancho Cordova, its officers, employees, agents and contractors, 2729 Prospect Park Drive, Rancho Cordova, CA 95670  
City of Sacramento  
City of San Carlos  
City of San Jose  
City of San Mateo  
City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents  
City of Santa Clara c/o Insurance Data Service  
City of Santa Clarita, 23920 Valencia Blvd, Santa Clarita, CA 91355

City of SeaTac  
 City of Valero  
 City of Vernon, 4305 Santa Fe Avenue, Vernon, CA 90058  
 City of West Hollywood, Attn: Paul Arevalo, 8300 Santa Monica Blvd, West Hollywood, CA 90069  
 City of Wheatland  
 City of Yuba City  
 County of San Mateo  
 County of Santa Clara and members of the Board of Supervisors of the County of Santa Clara and the officers, agents and employees of the County of Santa Clara, individually and collectively as additional insureds, Attn: Elizabeth Constantino, 1553 Berger Drive, Building 1, San Jose, CA 95112  
 County of Sutter  
 County of Yuba Regional Waste Management Authority  
~~East Bay Municipal Utility District, its Directors, Officers and Employees~~  
 East Bay Regional Park District, a special district, 2950 Peralta Oaks Court, Oakland, CA 94605-5320  
 Foothill-DeAnza Community College District, Its Board of Trustees and the individual members thereof, all district officers and servants.  
 Los Angeles County Department of Public Works Construction Division and any public entity or special district for which the Los Angeles County Board of Supervisors in the Governing Body.  
 Port of Oakland  
 Redwood City, Public Works Services Department  
 San Francisco State University, the State of California, the Trustees of the California State University  
 Santa Monica-Malibu Unified School District, 1651 16th Street, Santa Monica, CA 90404  
 Seattle School District No. 1, Mail Stop: 23-365, PO Box 34165, Seattle, WA 98124-1165  
 South Bayside Waste Management Authority  
 State of California, its Officers, Agents, Employees and Servants  
 The City of Portland, Oregon, its officers, agents and employees  
 The City of Roseville, its officers, agents, volunteers and employees  
 The City of Seattle, Purchasing Services Division, P.O. Box 94687, Seattle, WA 98124-4678  
 The City of Thousand Oaks, its officials, employees and volunteers, Public Works Director, City of Thousand Oaks, Public Works Department, 2100 Thousand Oaks Boulevard, Thousand Oaks, CA 91362  
 The County of Kern, County's agents, employees, officers and its governing body and each member thereof, Attn: Waste Management Department, 2700 "M" Street, Suite 500, Bakersfield, CA 93301  
 The County of Los Angeles and public entity or Special District for which the Los Angeles County Board of Supervisors is the Governing Body, and their Agents, Officers and Employees, shall be Additional Insured(s) while acting within the scope of their duties against all claims arising out of or in connection with the work performed.  
 The County of Solano, its officers, agents, employees and volunteers  
 The State of California, its officers, agents, employees and servants, Department of Water Resources, 1415 Ninth Street, Room 353, Sacramento, CA 95814  
 The State of California; the Trustees of The California State University; California State University, Chico; Associated Students of California State University, Chico and the officers, employees, volunteers and agents of each of them are included as additional insureds.  
 The Woodland Park Zoo, its officers, employees, agents, any volunteers and the City of Seattle, its officers, elected officials, employees, agents and volunteers.  
 Tillamook County Public Works  
 Town of Atherton  
 Town of Hillsborough  
 West Bay Sanitary District

#### **ADDITIONAL INSURED**

It is agreed that the entity shown in the Schedule, its Officers, Employees, and Agents are named as Additional Insureds with respect to the operations and activities of the Named Insured.

#### **PRIMARY INSURANCE**

Insurance provided by this policy shall be primary insurance and no other insurance or self insured retention carried or held by the Scheduled Entity shall be called upon to contribute to a loss covered by insurance for the named insured.

#### **CANCELLATION CLAUSE**

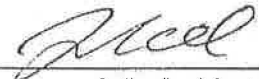
Thirty (30) days written notice shall be given to the Scheduled Entity in the event of cancellation and/or reduction in limits or coverage.

SEVERABILITY OF INTEREST

This insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of liability of the insuring company.

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy(ies) to which this endorsement applies.

All other terms and conditions of this policy remain the same.

 10/12/2017

Authorized Agent

SCOTT W. CONRAD, SVP  
ALE AMERICAN INS CO.

**PUBLIC ENTITY ADDITIONAL INSURED ENDORSEMENT**

Named Insured Recology Blossom Valley Organics - South			Endorsement Number 10
Policy Symbol SCA	Policy Number H08874578	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:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
EXCESS COMMERCIAL GENERAL LIABILITY POLICY  
BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

(name and address of additional insured)

City of Santa Rosa  
Attn: Gloria Hurtado, Deputy City Manager  
100 Santa Rosa Ave., Room 10  
Santa Rosa, CA 95404

**ADDITIONAL INSURED**

It is agreed that the entity shown in the Schedule, its Officers, Employees, and Agents are named as Additional Insureds with respect to the operations and activities of the Named Insured.

**PRIMARY INSURANCE**

Insurance provided by this policy shall be primary insurance and no other insurance or self insured retention carried or held by the Scheduled Entity shall be called upon to contribute to a loss covered by insurance for the named insured.

**CANCELLATION CLAUSE**

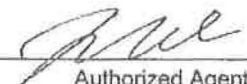
Thirty (30) days written notice shall be given to the Scheduled Entity in the event of cancellation and/or reduction in limits or coverage.

**SEVERABILITY OF INTEREST**

This insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of liability of the insuring company.

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy(ies) to which this endorsement applies.

All other terms and conditions of this policy remain the same.

 10/12/2017  
Authorized Agent  
SCOTT W. COURNOY, SVP  
ACE AMERICAN  
INS. CO.  
Page 1 of 2



**PUBLIC ENTITY ADDITIONAL INSURED ENDORSEMENT**

Named Insured Recology Inc.			Endorsement Number 27
Policy Symbol XSA	Policy Number H08874451	Policy Period 10/01/2017 TO 10/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**EXCESS BUSINESS AUTO POLICY**

**SCHEDULE**

**Caltrans**

City and County of San Francisco and the San Francisco Port commission and their officers, directors, employees and agents, Port of San Francisco, Pier 1, San Francisco, CA 94111

City of Beverly Hills, its appointed and elected officials, elective and appointive boards, its officers, commissions, employees and agents, Director of Public Works Services, Public Works Services, City of Beverly Hills, 455 N. Rexford Drive, CA 90210

**City of Carlton**

City of Citrus Heights, its officers, employees, agents and contractors, c/o City of Citrus Heights, Attn: David Wheaton, General Services Director, 6237 Fountain Square Drive, Citrus Heights, CA 95621

City of Malibu, 283825 Stuart Ranch Road, Malibu, CA 90265

City of Morgan Hill, Attn: City Manager, 17555 Park Avenue, Morgan Hill, CA 95037

City of Rancho Cordova, its officers, employees, agents and contractors, 2729 Prospect Park Dr., Rancho Cordova, CA 95670

City of Santa Clarita, 23920 Valencia Blvd, Santa Clarita, CA 91355

City of Santa Rosa, Attn: Gloria Hurtado, Deputy City Manager, 100 Santa Rosa Ave., Room 10, Santa Rosa, CA 95404

**City of Valero**

City of Vernon, 4305 Santa Fe Avenue, Vernon, CA 90058

City of West Hollywood, Attn: Paul Arevalo, 8300 Santa Monica Blvd, West Hollywood, CA 90069

**PUBLIC ENTITY ADDITIONAL INSURED ENDORSEMENT**

County of Santa Clara and members of the Board of Supervisors of the County of Santa Clara and the officers, agents and employees of the County of Santa Clara, individually and collectively as additional insureds, Attn: Elizabeth Constantino, 1553 Berger Drive, Building 1, San Jose, CA 95112

East Bay Municipal Utility District, its directors, officers and employees

East Bay Regional Park District, a special district, 2950 Peralta Oaks Court, Oakland, CA 94605-5320

Santa Monica-Malibu Unified School District, 1651 16<sup>th</sup> Street, Santa Monica, CA 90404

South Bayside Waste Management Authority

State of California, its Officers, Agents, Employees and Servants

The City of Burlingame

The City of Cupertino

The City of East Palo Alto

The City of Eureka

The City of Foster City

The City of Menlo Park

The City of Pacifica

The City of Roseville, its officers, agents, volunteers and employees

The City of San Carlos

The City of San Mateo

The City of Thousand Oaks, its officers, employees and volunteers, Public Works Director, City of Thousand Oaks, Public Works Department, 2100 Thousand Oaks Boulevard, Thousand Oaks, CA 91362

The County of Kern, County's agents, employees, officers and its governing body and each member thereof, Attn: Waste Management Department, 2700 "M" Street, Suite 500, Bakersfield, CA 93301

The County of San Mateo

The County of Solano, its officers, agents, employees and volunteers

The State of California, its officers, agents, employees and servants, Department of Water Resources, 415 Ninth Street, Room 353, Sacramento, CA 95814

The Town of Atherton

The Town of Hillsborough

West Bay Sanitary District

## PUBLIC ENTITY ADDITIONAL INSURED ENDORSEMENT

### ADDITIONAL INSURED

It is agreed that the entity shown in the Schedule, its Officers, Employees, and Agents are named as Additional "Insureds" with respect to the operations and activities of the Named Insured.

### PRIMARY INSURANCE

Insurance provided by this policy shall be primary insurance, meaning that no other insurance or self insured retention carried or held by the Scheduled Entity shall be called upon to contribute to a loss covered by insurance for the named insured; however, your "retained limit" still applies to such loss, and we will only pay the Scheduled Entity for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

### CANCELLATION CLAUSE

Thirty (30) days written notice shall be given to the Scheduled Entity in the event of cancellation and/or reduction in limits or coverage.

### SEVERABILITY OF INTEREST

This insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of liability of the insuring company.

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy (ies) to which this endorsement applies.

All other terms and conditions of this policy remain the same.

## Waiver of Our Right to Recover from Others Endorsement

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*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:

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

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