

16-1034

**AGREEMENT FOR ASSIGNMENT OF RIGHTS  
AND DELEGATION OF DUTIES**

This Agreement for Assignment of Rights and Delegation of Duties ("Assignment") is made and entered into this 23<sup>rd</sup> day of August, 2016, by and between Selma Disposal & Recycling LLC, a Limited Liability Company (hereinafter "ASSIGNOR") and USA Waste of California, Inc. (hereinafter "ASSIGNEE"), subject to the approval and consent of the County of Fresno, a political subdivision of the State of California ("County"), with reference to the following facts:

A. WHEREAS, ASSIGNOR is among the current ten (10) Designated Contractors providing solid waste collection and recycling services under the County's Exclusive Service Area Program ("ESAP") for solid waste collection in the unincorporated area of Fresno County, pursuant to agreements between the County and each of those Designated Contractors and in accordance with Chapter 8.21 of the Fresno County Ordinance Code; and

B. WHEREAS, the principals of ASSIGNOR have determined that they desire to cease engaging in the solid waste collection business, while ASSIGNEE's principals are interested in assuming ASSIGNOR's obligations under the ESAP pursuant to an assignment of ASSIGNOR's agreement with the County; and

C. WHEREAS, the County's consent is required as a precondition of the effectiveness of any such assignment of ASSIGNOR's contractual duties under the subject agreement between ASSIGNOR and the County.

NOW, THEREFORE, the parties hereby agree as follows:

1. ASSIGNMENT:

In consideration of the foregoing, and for value received, the sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all of ASSIGNOR's rights and interests in and to that certain agreement dated August 30, 2005, by and between ASSIGNOR and the County of Fresno, entitled "Exclusive Service Area Agreement for Solid Waste, Recyclable Materials and Green Waste

Services” (and denominated as Fresno County Agreement No. 05-411, hereinafter “Subject Agreement”); and by this assignment, ASSIGNOR further delegates to ASSIGNEE all of ASSIGNOR’s duties and obligations of performance under the Subject Agreement, concerning the provision of solid waste collection and recycling services to customers pursuant to the terms thereof, on an exclusive basis within the territory described in Subject Agreement as Exhibit “C” thereto.

2. ACCEPTANCE:

ASSIGNEE hereby accepts assignment of the Subject Agreement, subject to all of the terms and conditions thereof (including the requisite consent by County to such assignment, which if given shall be evidenced by the execution hereof on the County’s behalf by the Chairman of its Board of Supervisors); and by its acceptance of said assignment, ASSIGNEE hereby agrees to assume and perform all duties and obligations of ASSIGNOR under the Subject Agreement, and further to hold ASSIGNOR harmless from any liability for performance or nonperformance of such obligations, from and after the effective date of this assignment throughout the remaining term of the Subject Agreement.

3. AUTHORIZATION:

Each person executing this agreement in a representative capacity hereby warrants and represents that he or she is authorized to do so and that his or her signature shall be binding on that party.

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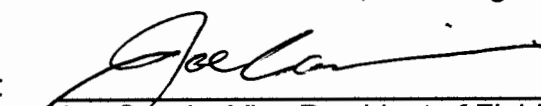
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement, to  
2 be effective as of the date first above written.

3 Selma Disposal & Recycling, LLC as "Assignor"

4  
5 By:   
6 John Shea, Vice President, and Secretary

7 USA Waste of California Inc., as "Assignee"

8  
9 By:   
10 Joe Cassin, Vice President of Field Operations

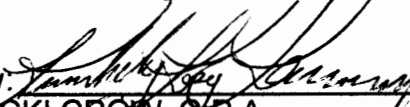
11 **CONSENT**

12 The County of Fresno hereby acknowledges its consent, by and through  
13 appropriate action of its Board of Supervisors, to the foregoing assignment.

14 COUNTY OF FRESNO

APPROVED AS TO ACCOUNTING  
FORM

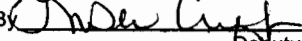
15 By:   
16 ERNEST BUDDY MENDES, Chairman  
17 Board of Supervisors

By:   
VICKI CROW, C.P.A.  
Auditor-Controller/Treasurer-Tax  
Collector

18 REVIEWED AND RECOMMENDED  
19 FOR APPROVAL

ATTEST:

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By:   
Deputy

20  
21 STEVEN E. WHITE, DIRECTOR  
22 Department of Public Works and  
23 Planning

24 APPROVED AS TO LEGAL FORM  
25 DANIEL C. CEDERBORG, COUNTY  
26 COUNSEL

27 By:   
28 Deputy

## **EXCLUSIVE SERVICE AREA NO. 8**

### **NARRATIVE DESCRIPTION OF TERRITORY**

1. Beginning at the intersection of the northeast corner of the Selma city limits and Dinuba Ave., proceeding east on the south side of Dinuba Ave. to Bethel Ave., south on both sides of Bethel Ave., to Saginaw Ave., west on both sides of Saginaw Ave. to the southeast corner of the Selma city limits and Saginaw Ave. Then proceeding north along the easterly side of the Selma city limits to the point of beginning.

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2. Beginning at Fwy. 99, going west on both sides of Mountain View Ave. to Dockery Ave., north on both sides of Dockery Ave. to Fwy. 99 and southeast along the west side of Fwy. 99 to the point of beginning.

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3. That portion of the unincorporated area of Fresno County located south of Dinuba Ave., west of the McCall Ave. alignment, and east of Mitchell Ave.

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