

CITY OF CORONA
CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT
(CONTRACT SWEEPING SERVICES, LLC. TO SCA OF CA LLC.)
(MAINTENANCE/GENERAL SERVICES AGREEMENT)

1. PARTIES AND DATE.

This Consent to Assignment and Assumption Agreement (“Consent Agreement”) is made and entered into as of the 18th day of May, 2022 (“Effective Date”) by and between the City of Corona, a municipal corporation organized and existing under the laws of the State of California (“City”), Contract Sweeping Services, LLC., a California limited liability company (“Assignor”), and SCA of CA, LLC (dba Street Sweeping Corporation of America), a Delaware limited liability company (“Assignee”). City, Assignor and Assignee are sometimes referred to individually as “Party” and collectively as “Parties” in this Consent Agreement.

2. RECITALS.

2.1 Agreement. On or about June 16, 2021, the City and Assignor entered into that certain Maintenance/General Services Agreement, by which Assignor agreed to provide to the City City-Wide Street and Parking Lot Sweeping Services (“Underlying Agreement”). Assignee warrants and agrees that it has received true and correct complete copies of those document(s) that make up the Underlying Agreement, and that it understands and agrees with all of the terms, condition, obligations and duties of the Underlying Agreement.

2.2 Need for Consent Agreement. On or about February 23, 2022 (“Acquisition Date”), Assignee will have acquired all of Assignor’s assets, or at least the portion of those Assets which include the Underlying Agreement. Pursuant to Section 3.5.6 Successors and Assigns of the Underlying Agreement, the terms of the Underlying Agreement are binding upon Assignee, though it is proper pursuant to Section 3.5.6.1 (Subcontractors; Assignment or Transfer) of the Underlying Agreement to obtain the City’s express consent to the assignment or assumption of the Underlying Agreement.

3. Terms.

3.1 Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this Consent Agreement in their entirety by reference.

3.2 Assignment and Assumption. Assignee hereby accepts and assumes all terms and conditions of the Underlying Agreement, including without limitation all obligations and duties of Assignor, from and after the Acquisition Date. Assignee hereby agrees, from and after the Acquisition Date, to observe, perform and be subject to each and every term, condition, obligation and duty set forth in the Underlying Agreement as though the Underlying Agreement had been originally executed by Assignee.

3.3 Consent. Subject to the terms and conditions of this Consent Agreement, the City and Assignor hereby consent to the assignment and assumption of the Underlying Agreement from Assignor to Assignee.

3.4 References and Notices in the Underlying Agreement. The Parties hereby agree that, from and after the Acquisition Date, all references to Assignor in the Underlying Agreement shall be deemed to now refer to the Assignee. Furthermore, all notices to Assignee hereafter required or permitted under the terms of the Underlying Agreement shall be addressed as follows:

If to Assignee:

SCA of CA, LLC
(dba Street Sweeping Corporation of America)
4141 Rockside Road, Suite 100
Seven Hills OH 44131
Attn: Tony Cincotta

3.5 Defined Terms. All capitalized terms used in this Consent Agreement that are not otherwise defined herein shall have the meanings ascribed to them in the Underlying Agreement.

3.6 Authority to Sign. The signatories to this Consent Agreement represent that they have the requisite capacity and authority to execute this Consent Agreement and to assume (or take subject to) the obligations referenced herein.

3.7 Successors and Assigns. This Consent Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

3.8 Governing Law. This Consent Agreement shall be governed by and construed in accordance with the laws of the State of California.

3.9 Counterparts. This Consent Agreement may be executed in counterparts, and all counterparts together shall be construed as one document.

[SIGNATURES ON FOLLOWING 3 PAGES]

**CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
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(CONTRACT SWEEPING SERVICES, LLC. TO SCA OF CA LLC.)
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CITY OF CORONA

By:

Jacob Ellis
City Manager

Attest:

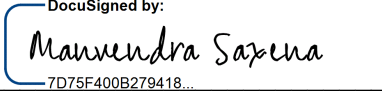
Silvia Edwards
City Clerk

Reviewed by:

Savat Khamphou
Public Works Director/City Engineer


ASSIGNOR'S SIGNATURE PAGE FOR
CITY OF CORONA
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(CONTRACT SWEEPING SERVICES, LLC. TO SCA OF CA LLC.)
(MAINTENANCE/GENERAL SERVICES AGREEMENT)

CONTRACT SWEEPING SERVICES, LLC.
a California Limited Liability Company

By: 
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Manvendra Saxena
President/CEO

ASSIGNEE'S SIGNATURE PAGE FOR
CITY OF CORONA
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(CONTRACT SWEEPING SERVICES, LLC. TO SCA OF CA LLC.)
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SCA OF CA, LLC
(dba Street Sweeping Corporation of America)
a Delaware Limited Liability Company

By: 

Tony Cincotta
Regional Vice President