AGENDA: APRIL 17, 2007

April 5, 2007

SANTA CRUZ COUNTY BOARD OF SUPERVISORS
701 Ocean Street
Santa Cruz, California 95060

SUBJECT: REFUSE, RECYCLING AND YARDWASTE SERVICES CONTRACT ASSIGNMENT

Members of the Board:

On December 12, 2006 your Board approved a new franchise agreement with Greenwaste Recovery, Inc. (GWR) to implement the County’s refuse, recycling and yardwaste collection and processing system. Services under the new franchise agreement are set to commence on January 1, 2008. The County’s current service provider, Waste Management of Santa Cruz County (WM), has expressed an interest in assigning the current franchise agreement to GWR prior to the new agreement becoming effective. Both parties have been in discussion on this matter and have come to mutual agreement on the assignment. Attached you will find the March 27, 2007, letter from WM formally requesting the assignment to GWR, effective May 1, 2007. Per Section 3.2(B) of the current franchise agreement, WM has also submitted the required $10,000 franchise transfer fee to Public Works. The Cities of Capitola and Scotts Valley, which also have franchise agreements with WM, are also in the process or have completed assignments of their agreements to GWR.

Attached you will also find the formal assignment of agreement document outlining the conditions of assignment and obligations of both parties. The assignment of agreement includes GWR’s plans to begin early transitioning to the new services required under their new franchise agreement. It is Public Works’ opinion that the assignment of the current franchise agreement to GWR will be a benefit to the County, allowing GWR to begin some of the collection and processing services early and providing for a smoother transition into the new agreement effective January 1, 2008. Per GWR’s Service Implementation Plan included with the assignment of agreement, they will roll out new equipment and containers as they arrive over the next eight months, instead of placing all the new equipment into service on January 1, 2008. The customers will not see the hectic and often confusing transition between haulers as was originally anticipated.
GWR has agreed to honor the current labor agreements and to continue the current operations with all the existing staff. The only anticipated personnel change under the assignment will be at the management level. GWR will also continue to utilize the old WM corporation yard on Beach Street in Watsonville until their new corporation yard on Industrial Road in Watsonville is fully operational later this year. GWR has begun construction of their new materials recovery facility (MRF) in San Jose where our county curbside recycling materials will be processed next year. In the interim, WM has agreed to continue to accept the curbside recyclables from GWR at their Castroville MRF through April 2008. To assure a smooth transition for customer services, WM will also provide customer and billing services on behalf of GWR for the first 120 days of the assignment until GWR’s customer service center is fully operational. Updated insurance and bonding for this assignment has been provided by GWR and are attached.

GWR will continue to provide processing services for self-haul yardwaste and the County will continue to provide rate stabilization payments from shared curbside recycling revenues through the term of the assignment. Sufficient funds are available in the County Service Area No. 9C Refuse budget for these purposes.

It is therefore recommended that the Board of Supervisors take the following action:

1. Approve the attached assignment of agreement for refuse, recycling and yardwaste collection and services franchise from Waste Management of Santa Cruz County to Greenwaste Recovery, Inc.

2. Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,

THOMAS L. BOLICH
Director of Public Works

TLB:RPM:mb

Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

copy to: County Counsel (w/a)
         Greenwaste Recovery, Inc. (w/a)
         Waste Management of Santa Cruz County (w/a)
         Public Works

greenwasteagreeemh.wpd
March 27, 2007

VIA PERSONAL DELIVERY
Ms. Gail Pellerin               Mr. Thomas L. Bolich
County Clerk                   Director of Public Works
County of Santa Cruz          County of Santa Cruz
701 Ocean Street, Room 230     701 Ocean Street, Room 410
Santa Cruz, California   95060    Santa Cruz, California 95060

Dear Ms. Pellerin and Mr. Bolich:

On behalf of Waste Management, I would like to thank you for your support and patronage of our company. Waste Management recently agreed to sell and transfer assets of USA Waste of California, Inc. related to its commercial and residential solid and yard waste collection and recycling services in Capitola, Scott’s Valley and certain unincorporated areas of Santa Cruz County to Greenwaste Recovery, Inc. (“GreenWaste”). Both Waste Management and Greenwaste remain committed to keeping you informed and in ensuring a smooth transition.

Pursuant to Section 3.2A of the Refuse, Recycling and Yard Waste Services Franchise dated February 25, 1997, as amended by the Amendment to Agreement dated January 3, 2001, and the Amendment to Agreement dated May 1, 2006 (collectively, the “Franchise Agreement”), we request the consent of the County of Santa Cruz to assign the Franchise Agreement to Greenwaste. Pursuant to Section 3.2B and Section 3.4 of the Franchise Agreement, enclosed is a check for $10,000 for the transfer fee.

If you have any questions, or need any additional information to proceed with our request for assignment, please do not hesitate to contact me.

Sincerely,

Dean M. Kattler
General Manager, Waste Management of Santa Cruz County

Enclosure

cc: Jack Conner – District Manager, Waste Management of Santa Cruz County
    Joseph J. Cassin
    Marc E. Empey
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ASSIGNMENT OF AGREEMENT

USA WASTE OF CALIFORNIA, INC., dba WASTE MANAGEMENT OF SANTA CRUZ COUNTY (ASSIGNOR) and GREENWASTE RECOVERY, INC. (ASSIGNEE) hereby agree to this assignment of the Refuse, Recycling and Yard Waste Services Franchise Agreement dated February 25, 1997, and as amended, by and between the COUNTY OF SANTA CRUZ and ASSIGNOR.

All parties agree as follows:

a) This assignment is a separate and independent agreement, distinct from ASSIGNEE’s Refuse, Recycling and Yard Waste Services Franchise Agreement dated December 12, 2006, for commencement of services on January 1, 2008. All the provisions of the December 12, 2006 Franchise Agreement remain in place as set forth in that document.

b) ASSIGNEE will, however, accelerate its performance of new services and transition tasks (e.g., replacement of vehicles, or collection containers) required by the December 12, 2006, Franchise Agreement, as outlined in the attached Service Implementation Plan. However, during the term of this Assignment, ASSIGNEE is only entitled to collect fees as defined in the assigned Franchise Agreement. ASSIGNEE may not begin assessment of fees provided for under the December 12, 2006, Franchise Agreement until January 1, 2008.

c) Except as to those tasks which ASSIGNEE accelerates and are specifically permitted to be accelerated, ASSIGNEE shall be bound by all the provisions of the assigned Franchise Agreement through December 31, 2007, including the Franchise Agreement’s Service Fee Schedules and the County approved Customer Rate Schedules.

d) ASSIGNEE shall provide proof of insurance and bonding coverage as required by agreement of February 25, 1997, and such insurance and bonding shall remain in effect throughout the entire term of the assignment. Failure to provide County with proof of the required insurance and bonding coverage prior to May 1, 2007, shall render this assignment null and void.

e) All claims, obligations, payments, and liabilities existing or originating from the pre-assignment operations of the ASSIGNOR shall remain the liability of the ASSIGNOR.
f) All ASSIGNOR’s final liquidated damages, Franchise Fee and Recycling Revenue Sharing Payment obligations pre-assignment shall be submitted to the County no later than June 15, 2007, with the exception of the County’s share of the Department of Conservation’s 2006 and partial 2007 annual curbside payments, which shall be due 30 days after each payment is received by ASSIGNOR.

g) ASSIGNOR shall maintain all financial and customer service records, for a period of three years after assignment of this agreement, and allow County reasonable access to these records. ASSIGNOR shall ensure a timely and complete transfer of all customer service records to the ASSIGNEE including collections routing information, customer service records, materials marketing and processing data, and any and all other operating records necessary for ASSIGNEE’s continued operations and compliance with this assigned Franchise Agreement.

h) The term of this Assignment shall be from May 1, 2007, through December 31, 2007.

I) ASSIGNOR and ASSIGNEE shall exonerate, indemnify, defend, and hold harmless COUNTY (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the ASSIGNOR’s and ASSIGNEE’s performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of ASSIGNOR or ASSIGNEE and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ASSIGNOR’s or ASSIGNEE’s officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
Except as specifically modified in this document, all other provisions of Franchise agreement No. 71576 shall remain in full force and effect.

DATED: _______________________

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS

DIRECTOR OF PUBLIC WORKS

Approved as to form:

Office of County Counsel  4/3/07

Approved as to insurance:

Risk Management  4/4/07

ASSIGNOR: Waste Management of Santa Cruz County

BY:  Jack Conner

ADDRESS: P.O. Box 2347
Watsonville, CA 95077

TELEPHONE: (831) 768-8071
FAX: (831) 768-9901
E-MAIL: iconner@wm.com

ASSIGNEE: Greenwaste Recovery, Inc.

BY:  Frank Weigel

ADDRESS: 625 Charles Street
San Jose, CA 95112

TELEPHONE: (408) 283-4804
FAX: (408) 287-3108
E-MAIL: fweigel@greenwaste.com

Attachments

RPM: mh

Copy to: Waste Management of Santa Cruz County
Greenwaste Recovery, Inc.
Auditor-Controller
Public Works

WMassignmentmh.wpd
GREENWASTE RECOVERY, INC.

COUNTY OF SANTA CRUZ

SERVICE IMPLEMENTATION PLAN

February 26, 2006
SERVICE IMPLEMENTATION PLAN

This section describes Greenwaste Recovery transition plan for the purchase of Waste Management’s operations in Santa Cruz County on May 1, 2007. Items included:

Cart/Bin Distribution
Equipment & Facilities Acquisition Schedule
Labor Hiring Plan
Billing, Collections and Customer Service plan

CART/BIN DISTRIBUTION

Residential Cart Distribution

GWR goals are to provide a seamless transition for the customer. GWR acknowledges comprehensive planning and notification are keys to being successful.

GWR will provide residential customers with an outreach piece describing the services available to them and information about the upcoming service changes. The outreach piece will be mailed to customers in June 2007. GWR will also send out information to residents that do not currently subscribe to services informing them of their options.

Cart distribution will commence in July 2007, GWR will first focus on the rural routes delivering new carts and removing the old. GWR will utilize our current experienced crews for this phase. In September 2007, Rehrig Pacific will start the distribution of the urban areas with close supervision by GWR staff.

GWR plans to deliver carts to customers on their regularly scheduled garbage, recycling and yard trimmings day. In areas where there are clusters, GWR plans to identify the carts by placing addresses on the carts themselves to assist with identification. GWR will follow the service trucks to collect the customer’s old containers after they have been dumped.

At the time of delivery, should the customer receive the default cart or carts that did not meet their expectations, GWR will exchange carts at no additional charge

Commercial Bin Distribution

Beginning May 2007, GWR will begin assessing businesses garbage and recycling needs. GWR will begin to visit businesses and schools within the County of Santa Cruz to determine and confirm solid waste and recycling services. Additionally, GWR will educate commercial customers on the new free single stream commercial services.

GWR goal is to implement the new recycling bins first, this is important helping the County with the ban of recyclables from the landfill.
Beginning October 2007, GWR will begin distribution of the garbage bins. This will be done by using GWR’s experienced crew.

GWR will follow up with within a minimum of 30 days after implementation of recycling. The purpose of the follow up will be to assess how successful the recycling program is for the business customer. GWR believes the follow up meeting is an opportunity to discuss any outstanding questions, and encourage the downsizing of aarde as a savinas to the customer.

EQUIPMENT & FACILITY ACQUISITION SCHEDULE

GWR Corporation Yard

GWR has leased a corporation yard within the City of Watsonville at 375 Industrial Road. GWR will keep Waste Management’s yard on Beach St. in Watsonville until the end of 2007 and then move the operation over to Industrial Road in December. The purpose of keeping both yards is to provide extra space for the pick up, delivery, and storage of carts and bins.

Equipment Requirements

GWR has ordered all the equipment required for the new contract. We will adjust orders to take delivery as soon as July 2007 on some pieces of equipment and will continue to take delivery throughout the rest of the year. Once we take delivery of the trucks we will replace existing trucks in the fleet. GWR has placed a “tentative order” with Rehrig Pacific and Consolidated Fabricators cart and bin vendors to guarantee building slots. The tentative cart and bin order will be re-evaluated and firmed up after an updated list of subscription cart and bin requirements are provided and the old data audited.

Recyclables Processing Facility

GWR will transfer material at the Beach Street yard in Watsonville. The “single stream” recyclables will be processed at Waste Management’s Castroville MRF for a period of one year from May 1, 2007 to April 31, 2008. May 1, 2008 recyclables will then be delivered to Greenwaste Recovery, Inc. new MRF in San Jose. The new state of the art single stream MRF in San Jose will be manufactured and installed by October of 2007. A secondary location has been identified by GWR.

Yard Trimmins Processing Facility

TWDC Industries Inc., DBA Vision Recycling will be the sub-contractor providing the green and wood waste recycling. Vision Recycling is a quality and community conscience business serving only the Northern California region and particularly 55% of its business is for the community of Santa Cruz County.

The subcontractor, Vision Recycling, will utilize the parcels made available to the franchisee at both the Ben Lomond Transfer Station (Ben Lomond) and at the Buena Vista Landfill. Approximately, 4.5 acres on parcel #052-531-01 will be utilized at the Buena Vista Landfill site for wood and green waste processing. Approximately 2.5 acres on a group of parcels (#076-221-01, #076-231-01, #076-241-01, and #076-261-01) will be utilized at the Ben Lomond site for wood and green waste processing.

LABOR HIRING PLAN
COUNTY OF SANTA CRUZ
LIVING WAGE COMPLIANCE STATEMENT-- FY 06-07

Company Name: GreenWaste Recovery Inc.
Address: 1675 Charles St. San Jose CA 95112
Proposed Service: Refuse, Recycling, Yard Waste Services

1. Number of employees: 30(4)
   if five or less, please sign below and return.

2. Are your employees covered by a collective bargaining agreement? Yes: X  NO: 
   If yes, please indicate the name(s) of the union and/or bargaining unit and then sign and return
   anticipated to be with Local 3 (Operating Engineers).

3. Are your employees receiving a pay rate that meets or exceeds the County of Santa Cruz Living Wage requirements
   ($12.43/hr with benefits or $13.56/hr without benefits)?
   Yes: X  No: 

4. Are medical benefits provided to your employees? Yes: X  No: 
   If yes, enter the name and address of the plan or program below.
   Health Net plan specifics are to be determined
   Name of program, plan or fund

5. Are your full-time employees receiving a minimum of twelve days compensated leave annually (sick and vacation
   leave combined)?
   Yes: X  No: 

6. Will any subcontractors perform work on this contract? Yes: X  No: 
   If yes, please complete and submit this form for each subcontractor working on this County Contract.

7. Please list any other contracts for services you currently have with the County:
   Contract/PO# $ Amount  Contract/PO# $ Amount

8. Within the last five years, have you had any violations with the National Employees Relations Board, the Occupational
   Safety and Health Agency, the California Labor Commission, the Equal Employment Opportunity Commission, and/or
   the Department of Fair Employment and Housing.
   Yes: No: X
   If yes, attach a statement describing the findings of violations and how they were addressed. You may be required to
   provide information regarding employee turnover, wages paid, benefits and employee grievances or complaints.
   Do you agree to provide this information within 10 days of request? Yes: X  No: 

9. You may be required to provide certified payroll records 30 days after the contract commencement to include the
   following information for each of your employees: employee name, contact phone number, job classification, date of
   hire, employer benefit contribution, and hourly wage.
   Do you agree to provide this information within 10 days of request? Yes: X  No: 

I certify, under penalty of perjury, that the above information is true and correct.

Signature

Name (please print)  Title  Phone Number  Fax Number

Date

[Handwritten Signature]

[Handwritten Title and Phone Numbers]
BOND RIDER

ATTACHED TO AND FORMING A PART OF:

Bond No.: 9926630

Principal: Greenwaste Recovery, Inc.

Obligee: County of Santa Cruz

Surety: Great American Insurance Company

Effective May 1st, 2007, it is agreed that:

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or warranties of the above mentioned bond, other than stated as above. Provided, however, that the liability of the company under the attached bond as changed by this order shall not be cumulative.

Signed this 30th day of March, 2007

Principal: Greenwaste Recovery, Inc.

Surety: Great American Insurance Company

PRODUCER:

Catherine A. Pinnev

Attorney-in-Fact
STATE OF CALIFORNIA
COUNTY OF SONOMA

On 3-30-2007, before me, SUZANNE M. LINDSAY, NOTARY PUBLIC (here insert name and title of the officer)

CATHARINEA PINNEY

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are)
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Signature]

(SIGNATURE)

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could
prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OF TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE
The number of persons authorized by this power of attorney is not more than Three

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond. undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

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<td>All of</td>
<td>All</td>
</tr>
<tr>
<td>Catherine A. Pinney</td>
<td>Petaluma, CA</td>
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<tr>
<td>Corinne Sullivan</td>
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This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31st day of May, 2006.

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 31st day of May, 2006, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, do and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 30th day of March, 2007.
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Commercial Lines Unit
ABD Insurance & Financial Services
1929-A N. McDowell Blvd
Petaluma, CA 94954-5507

**INSURED**
Green Waste Recovery Inc
625 Charles Street
San Jose, CA 95112

**COVERAGES**

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**DESCRIPTION OF THE RATED LOCATION OF THE COVERAGES EXCLUDED BY ENDORSEMENT/SPECIAL PROVISIONS**

- Refuse, recycling, and yard waste services, Franchise Agreement #71576
- The County of Santa Cruz, its officers, agents, employees, representatives and volunteers are additional insured as respects operations and activities of or on behalf of the named insured, perform under contract with the County of Santa Cruz per attached (See Attached Description)

**CERTIFICATE HOLDER**
County of Santa Cruz
Director of Public Works
761 Ocean Street, Room 410
Santa Cruz, CA 95060

**CANCELLATION**
Ten Day Notice for Non-Payment of Premium

**AUTHORIZED REPRESENTATIVE**

---

---
IMPORTANT

This certificate constitutes an ADDITIONAL INSURED: the policies must be understood in such a way that certificate does not confer rights to the certificate holder in lieu of such endorsements.

SUBROGATION RIGHTS REMAIN 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 endorsements.

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder. Any change in affiliations, or insurance, made, extend or alter the coverage afforded by the policy or certificates.
endorsement WHIPCG0025 4 2005 which includes primary wording. Also additional insured for automobile liability per attached endorsement WHIPCA0001 4 2005.
ENDORSEMENT NO. 

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This endorsement changes the policy—please read carefully

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - (FORM B)

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE

SCHEDULE

Named Person or Organization

As per Certificate Holder, or howsoever, as an additional insured.

All As per Certificate Holder above

If any information on additional insureds required to complete this endorsement will be shown in the Declaration and is acceptable to the underwriter.

Whose liability insurance will be extended to include as an insured the person or organization shown in the Schedule, and only with respect to liability arising out of work for that insured by or for you. This person or organization will be included as an insured only for the length of time specified in the Certificate.

Coverage provided by this endorsement is primary and non-contributory. Any other insurance the additional insured shall have is excess.

However, coverage is provided for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED
Additional Insured Endorsement

This endorsement modifies your policy to provide additional coverage for the named individual, firm, or insurance company as an additional insured under the policy as per the Certificate Holder's instructions and the provisions of the endorsement and the policy to which it is attached.

Name of Additional Insured:

As per certificate(s) on file with the company which specify that the Certificate Holder be named as an Additional Insured.

RE: As per Contract(s) with Certificate Holder above.

Occupation or Business:

All other terms and conditions of this policy remain unchanged.

WHITMIRE & CO.    Page 1 of 1
To Whom It May Concern:

Your insurance carrier requirements include 30 days written notice of cancellation. The insurance carrier will not allow ABD Insurance & Financial Services to effectuate the termination of the franchise agreement. Therefore, it is agreed and understood that in the event of notice of cancellation, ABD Insurance and Financial Services will assist our company in good faith in giving you 30 days notification except 10 days for non-renewal of insurance.

Sincerely,

Michelle M. Clare, CPA
Account Manager
COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

FROM: PUBLIC WORKS  (Department)
BY: [Signature]  (Date)

AGREEMENT TYPE (Check One)
Expenditure Agreement [x]  Revenue Agreement ☐

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)
   Greenwaste Recovery, Inc.
   and 625 Charles Street, San Jose, CA 95112 (Name/Address)

2. The agreement will provide SELF-HAUL WOODWASTE PROCESSING AND RATE STABILIZATION PROGRAMS.

3. Period of the agreement is from BOARD APPROVAL to JUNE 30, 2007

4. Anticipated Cost is $ 325,000
   ☐ Fixed ☐ Monthly Rate ☐ Annual Rate [x] Not to Exceed

   Remarks: CONTRACT $325,000; 7% OVERHEAD $22,750; TOTAL $347,750

5. Detail: ☐ On Continuing Agreements List for FY ______. Page CC-_______
   ☐ Section II ☐ No Board letter required. will be listed under Item 8
   ☐ Section III ☐ Board letter required
   ☐ Section IV ☐ Revenue Agreement
   01 625110! 51050! 3665! 3590 $150,000
   02 625110! 51356! 3665! 3590 $175,000

6. Appropriations/Revenues are available and are budgeted in ________ (Index) ________ (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are ☐ available and ☐ have been filled. Contract No: C6P497
☐ are not ☐ available and ☐ will be ☐ encumbered.
   By:  [Signature]  Date:  ________

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

DIRECTOR OF PUBLIC WORKS (Dept/Agency Head) to execute on behalf of the DEPARTMENT

OF PUBLIC WORKS (Department/Agency)

Date:  4/10/07

RPM: [Signature]

Distribution:
Board of Supervisors - white
Auditor Controller - pink
Auditor-Controller - gold

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

Document No.  $JE Amount  Lines  H/TL  Keyed By  Date

Auditor Description  Amount  Index  Sub object  User Code