

**LANDFILL GAS P U R C H A S E**

Between

Brown Vence & Associates Lfg Corporation  
And  
The County of Santa Cruz

February, 1999

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## **LANDFILL GAS P U R C H A S E**

This Landfill Gas Purchase Agreement (this "Gas Purchase Agreement") is made as of February \_\_\_, 1999 between Brown Vence & Associates Lfg Corporation, a California corporation duly authorized to conduct business in California ("BVA LFG") and the County of Santa Cruz, a California municipal corporation organized under the laws of the State of California ("County").

WHEREAS, Brown Vence & Associates Lfg is the Lessee of the Gas Collection System identified and defined by the Landfill Gas Field Facilities Lease Agreement ("Lease Agreement", as hereinafter defined); and

WHEREAS, BVA LFG desires to sell to County, and County desires to purchase from BVA LFG, all Landfill Gas to be collected from the Gas Collection System.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, BVA LFG and County do hereby agree as follows:

### **ARTICLE 1 DEFINITIONS**

The capitalized terms defined in this Article shall, for all purposes of this Lease Agreement, have the meanings specified in this Article, unless the context clearly otherwise requires.

1. **"Actual Knowledge of the County"** (or similar references to the County's knowledge) shall mean the actual knowledge of or receipt of notice by the County representative as defined herein, as such knowledge has been obtained (i) in the normal conduct of the business of the County or (ii) in connection with the preparation of any Exhibits and Schedules to this Gas Purchase Agreement and the furnishing of information to BVA LFG as contemplated by this Gas Purchase Agreement after having made a reasonable investigation of the accuracy of the representations and warranties made by the County in this Gas Purchase Agreement or other writing furnished by the County to BVA LFG pursuant to this Gas Purchase Agreement or otherwise in connection with such documents.
2. **"Business Day"** shall mean any day during which banks are open for business in San Francisco, California.
3. **"BVA LFG Representative"** shall mean the person at the time designated to act on behalf of BVA LFG by written certificate furnished to the County, and signed by BVA LFG. Such certificate may designate an alternate or alternates and may be revoked or changed by BVA LFG from time to time. The BVA LFG Representative may be an employee of BVA LFG and shall file his or her specimen signature with the County if requested.

4. **"County Representative"** shall mean the person at the time designated to act on behalf of the County by written certificate furnished to BVA LFG, and signed by the County. Such certificate may designate an alternate or alternates and may be revoked or changed by the County from time to time. The County Representative may be an employee of the County and shall file his or her specimen signature with BVA LFG if requested.

5. **"County's Facilities"** shall mean the flare currently installed at the Landfill and all modifications, replacements, additions and expansions thereof, and all other facilities or equipment owned or operated by County on such real property, now or in the future, which beneficially reuses Landfill Gas, including a proposed electric power generation plant.

6. **"Claims"** shall have the meaning set forth in Section 10.01 of the Lease Agreement.

7. **"Closing"** shall have the meaning set forth in Section 2.14 of the Lease Agreement.

8. **"Closing Date"** shall have the meaning set forth in Section 2.14 of the Lease Agreement.

9. **"Code"** shall mean the Internal Revenue Code of 1986, as amended.

10. **"Early Termination Date"** shall have the meaning set forth in Section 9.01 of the Lease Agreement.

11. **"Environmental Claim"** shall mean claims, demands, administrative or judicial proceedings, notices of noncompliance or violation, consent orders or consent agreements (i) relating to the Landfill or the Gas Collection System, the operations or activities thereon or the use or occupancy thereof, and (ii) arising out of any (A) past or present violation of any applicable Environmental Law, (B) action by a Governmental Entity for enforcement, clean-up, removal, response or remedial action or damages, pursuant to any Environmental Law, or (C) action by a third party seeking penalties, damages, contribution, indemnification, cost recovery, compensation, or injunctive relief resulting from injuries to persons or property due to Hazardous Substances or alleged violation of any Environmental Law.

12. **"Environmental Laws"** shall mean any applicable federal, state, or local governmental law or quasi-governmental law, statute, rule, regulation, order, consent decree, decree, judgment, license, covenant, deed restriction, ordinance or other requirement or standard relating to pollution or the regulation or protection of health, safety, natural resources, or the environment, as now existing or hereafter in effect, including, without limitation, those relating to releases, discharges, emissions, injections, leachings, or disposal of Hazardous Substances or hazardous materials into air, water, land, or groundwater, to the withdrawal or use of groundwater, or to the use, handling, treatment, removal, storage, disposal, processing, distribution, transport, or management of Hazardous Substances. "Environmental Laws" shall

include, **but** shall not be limited to the Clean Air Act; the federal Water Pollution Control Act; the Safe Drinking Water Act; the Toxic Substances Control Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Occupational Safety & Health Act; the Hazardous Materials Transportation Act; the Oil Pollution Act of 1990; and any similar federal, state, or local statutes and regulations.

13. “Event of Breach” shall have the meaning set forth in Section 8.01 of the Lease Agreement.

14. “Force Majeure” shall mean acts of God; winds; hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act, or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances; explosions; or any other cause or event, not reasonably within the control of the party claiming Force Majeure (other than the financial inability of such party), which precludes that party **from** carrying out, in whole or in part, its obligations under this Gas Purchase Agreement. Nothing in this provision is intended to excuse any party **from** performing due to any governmental act, failure to act, or order, where it was reasonably within such party’s power to prevent, correct, anticipate, or guard against such act, failure to act, or order.

15. “Gas Purchase Agreement” shall mean the Landfill Gas Purchase Agreement between Brown Vence & Associates Lfg Corporation and the County of Santa Cruz executed herewith, as it may hereafter be amended, modified and supplemented in accordance with its provisions.

16. “Gas Collection System” shall mean the network of Landfill Gas collection headers, interconnecting pipes, valves, monitoring and measuring equipment, any knock-out vessels, any Landfill Gas scrubber, any Landfill Gas cooler, any necessary vacuum pumps, blowers and compressors, the Sales Meters, and any and all additional equipment, machinery, and fixtures currently installed or to be installed at, in or on the Landfill and used for or in connection with the extraction, collection, production, selling, or transporting of Landfill Gas up to the Points of Delivery, and all modifications, replacements, additions and expansions thereof, but excluding in all cases (i) the Flare Station, (ii) facilities for the production of electrical power, (iii) **leachate** vaporization facilities, and (iv) other facilities for the productive use of the Landfill Gas.

17. “Gas Purchaser” shall mean the purchaser of Landfill Gas produced by the Gas Collection System and sold by BVA LFG pursuant to the Gas Purchase Agreement, or any succeeding agreement(s) providing for the sale of Landfill Gas produced by the Gas Collection System.

18. “Good Engineering Practice” shall mean any practices, methods and acts which,

in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence, should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with reliability, safety, environmental protection, expedition, project economics, and applicable laws and regulations for similar facilities in the State of California, "Good Engineering Practice" is not intended to be limited to the consideration of any one practice, method or act, to the exclusion of all others, but rather, is intended to require the consideration of a spectrum of possible practices, methods, or acts.

19. "Gove" shall mean any court or tribunal in any jurisdiction or any federal, state, municipal, or other governmental body, agency, authority, department, commission, board, bureau, or instrumentality other than the County.

20. "Improvements" mean (i) any replacements, modifications, additions and expansions to or of the Gas Collection System, and (ii) if repairs to or of the Gas Collection System in any year exceed \$50,000 in the aggregate, then the repairs which give rise to any such excess amounts.

21. "Landfill" shall mean the Buena Vista Landfill located at 123 1 Buena Vista Drive in Watsonville, California.

22. "Landfill" shall mean any and all gases which qualify for Section 29 tax credits under the Internal revenue Code of 1986, as amended, resulting from the biological decomposition of landfill solid wastes, including, but not limited to, methane, carbon dioxide, hydrogen, and traces of other gases or any combination thereof.

23. "Lease Agreement" shall mean the Landfill Gas Field Facilities Lease Agreement executed between Brown **Vence** & Associates Lfg Corporation and the County of Santa Cruz, concurrently herewith, as it may hereafter be amended, modified and supplemented in accordance with its provisions.

24. "Lease Payments" shall mean the payments set forth in Article III of this Landfill Gas Collection System Lease Agreement.

25. "Losses" shall have the meaning set forth in Section 10.01 of the Lease Agreement.

26. "Material Adverse Effect" shall mean events or circumstances which, individually or in the aggregate, would have, or would reasonably be likely to have, a material adverse effect on the business, assets, results of operations, condition (financial or otherwise), or prospects of the business conducted by the County, BVA LFG, or another party as the case may be, or on the ownership, operation or condition (financial or otherwise) of the System Interests or any material portion thereof; or which would result in the imposition of any material lien or other material encumbrance on the System Interests or on the ability of the County to perform its obligations hereunder.



27. “MMBtu” shall mean 1 ,000,000 British Thermal Units.
28. “Notice of Proposed Adjustment” (sometimes referred to as a “30-day letter”) shall mean a notice from the Internal Revenue Service taking the position that tax credits under Section 29 of the Code are unavailable for part or all of the Landfill Gas sold pursuant to the Gas Sales Agreement.
29. “O&M Agreement” shall mean the Landfill Gas Field Facilities Operations and Maintenance Agreement between Brown **Vence &** Associates LFG Corporation and the County of Santa Cruz, executed concurrently herewith, as it may hereafter be amended, modified and supplemented in accordance with its provisions.
30. “Operator” shall mean the Operator as defined in the Operations and Management Agreement of this date between BVA LFG or any successor operations and management agreement with respect to the Gas Collection System.
31. “Operations and Maintenance Manual” means the Plan of Operation and Gas System Operation and Maintenance Manual for the County Landfill, and any revisions thereto.
32. “Permits” shall mean all material authorization forms, permits and licenses issued by, consents and approvals of, filings with, notices from, and registrations with, any Person and all Governmental or quasi-Governmental Entities (including all conditions thereof), which are currently required to be obtained, or may be required in the future, with respect to applicable Environmental Laws or otherwise, for or in connection with (i) the production or sale of Landfill Gas from the Gas Collection System, (ii) the operation, maintenance, possession or ownership of the Gas Collection System, or (iii) the exercise by BVA LFG of any of its rights under this Gas Purchase Agreement.
33. “Permitted Encumbrances” shall mean, as of any particular time, (i) liens for taxes not then delinquent, (ii) this Gas Purchase Agreement and (iii) any other lien, encumbrance, charge, or cloud on title that BVA LFG certifies will not materially impair the use of the Gas Collection System for their intended purpose and the Landfill for landfilling.
34. “Person” shall mean any natural person or corporate or other legal entity.
35. “Points of Delivery” shall mean the downstream exit flange of the blowers (which are part of the Gas Collection System), or the downstream flange of the compressors (which are also part of the Gas Collection System), or the downstream flange on the gas preprocessors (also part of the Gas Collection System).
36. “Premises” shall mean the area of the Landfill to be occupied by BVA LFG pursuant to the lease granted pursuant to Article II of the Lease Agreement for purposes of operating the Gas Collection System.
37. “Projected Production” shall mean with respect to the Gas Collection

System cumulatively for any calendar year, 100,000 MMBtus.

38. **"Public Records Act"** shall mean Sections 6250-6268 of the California Government Code.

39. **"Related Agreements"** shall mean the Lease, the O&M Agreement, the Gas Purchase Agreement and Additional Sales Contracts, if any.

40. **"Sales Meters"** shall mean the meters and other measuring devices currently installed and to be installed as part of the Gas Collection System (and any replacements or modifications to such meters), installed for the purpose of measuring in accordance with Good Engineering Practice the volumes of the Landfill Gas produced by the Gas Collection System and sold to Gas Purchaser at the Points of Delivery. The gas calorimeters associated with the sales meters measure the methane content and hence the MMBtus contained in such Landfill Gas. These instruments are also part of the definition of the Sales Meters.

41. **"State"** shall mean the State of California.

42. **"System Interests"** shall mean the rights and interests transferred or leased pursuant to Section 2.01 of the Lease Agreement.

43. **"Transactions"** shall mean the transactions contemplated by this Gas Purchase Agreement and the Related Agreements.

44. **"Work Scope"** means the Work Scope for Operation, Monitoring and Maintenance of the Landfill Gas Collection System at the Landfill in Santa Cruz, California, a description of which is attached as Exhibit A to the O&M Agreement and made a part hereof.

Unless the context indicates otherwise, all capitalized terms used herein and not defined herein shall have the meanings specified in the Lease Agreement or the O&M or Gas Purchase Agreements and such definitions shall be incorporated by reference herein.

## **ARTICLE II GAS PURCHASE**

A. **Basic;.** BVA LFG shall sell and deliver to County at the Point of Delivery, and County shall purchase and accept from BVA LFG at the Point of Delivery, all of the Landfill Gas produced by the Gas Collection System commencing on the date hereof and in accordance with the terms and conditions herein.

B. **Price.** County shall pay to BVA LFG for all Landfill Gas delivered to County pursuant to this Gas Purchase Agreement during any calendar quarter during the term hereof, the base rate of 3 1.6 cents per MMBtu (plus any adjustments for inflation as provided in this subparagraph) of all Landfill Gas sold by BVA LFG pursuant to the Gas Purchase Agreement or

to any successor Gas Purchaser(s) during the preceding calendar quarter or portion thereof. . County shall pay BVA LFG all such **sums** to BVA LFG as are due under this Gas Purchase Agreement on a quarterly basis. The payments hereunder to BVA LFG in respect of any quarter shall be made on the same day as the payment by BVA LFG to the County of the Lease Payment under the Lease Agreement. The base rate of 3 1.6 cents per **MMBtu** shall be adjusted to reflect inflation on the first and each succeeding anniversary of this Gas Purchase Agreement by increasing the then current base rate by a factor equal to eighty percent (80%) of the percentage increase in the Consumer Price Index-- All Urban Consumers-- San Francisco Bay Area ("CPI") for the twelve month period immediately preceding the anniversary date. Should the CPI index described above be unavailable for any reason, the parties shall agree on a substitute inflation index or either party may submit the selection of an appropriate inflation index to binding arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

C. **Operating Standards.** BVA LFG shall use its best reasonable efforts to operate its Gas Collection System in accordance with Good Engineering Practice so as to provide the maximum quantity of Landfill Gas to County, so long as commercially practicable in BVA LFG's sole judgment and to the extent that no event of *Force Majeure* exists and further, to the extent that such operation does not unreasonably interfere with protection of the environmental safeguards installed by County at the Landfill and compliance with appropriate Permits. BVA LFG shall have no obligation to compensate County or any other person or entity for a reduction in the amount of Landfill Gas resulting from the aging of the Landfill or other changes, or to purchase any other type of fuel ~~from~~ any third party to supply County.

County shall use its best reasonable efforts to (i) cause the County's Facilities to be operated in accordance with Good Engineering Practice; (ii) cause County's Facilities and all related equipment to be kept in good working order, repair and condition; and (iii) use, flare or otherwise cause the disposal of the Landfill Gas purchased from BVA LFG in accordance with Good Engineering Practice and all applicable laws, regulations and Permits.

D. **Quality.** BVA LFG is selling raw unprocessed Landfill Gas hereunder and has no obligation to process the Landfill Gas in any manner whatsoever prior to delivering such Landfill Gas to County at the Point of Delivery; provided, however, that BFA LFG will cause any successor Operator of the Gas Collection System to maintain, operate and monitor the Gas Collection System in accordance with standards and procedures at least as stringent as those in the O&M Agreement.

E. **Term.** Subject to the other provisions hereof, the term of this Gas Purchase Agreement shall coincide with the term of the Lease Agreement, unless the Lease Agreement is sooner terminated in accordance with Article VII of the Lease Agreement in which case this Gas Purchase Agreement shall continue in force until December 31, 2019, unless this Gas Purchase Agreement is sooner terminated as provided in Article VII below.

**ARTICLE III**  
**TERMS AND CONDITIONS OF GAS SALES**

A. **Billings Payments.** By the 5th business day of each month, BVA LFG shall furnish to County a monthly statement setting forth the total amount of Landfill Gas in MMBtus sold by BVA LFG to County at the Point of Delivery during the preceding month as measured according to the O&M Agreement. The County shall furnish to BVA LFG a monthly statement setting forth the total amount of such Landfill Gas used for beneficial purposes in County's Facilities, with a description of each such beneficial reuse, including the amount flared, if any. County shall pay BVA LFG all such sums as are due to BVA LFG under this Gas Purchase Agreement on a quarterly basis. The payments hereunder to BVA LFG in respect of any preceding quarter shall be made on the same day as the payment by BVA LFG to the County of the Lease Payment under the Lease Agreement. If full payment for any quarter is not timely received by BVA LFG, BVA LFG shall be entitled to interest on such delinquent payment at the rate of one percent (1 %) per month and County shall be in material breach of this Gas Purchase Agreement.

B. **BVA LFG's Right to Inspect.** BVA LFG and its representatives shall have the right, at all reasonable times upon five (5) business days' notice, to inspect County's Facilities and to inspect the records of County regarding County's Facilities and its operations. County shall provide quarterly reports to BVA LFG regarding County's Facilities' operations and sales in form and substance reasonably satisfactory to BVA LFG.

C. **"Unrelated Parties".** County represents that it is an "unrelated person" within the meaning of Section 29 of the U.S. Internal Revenue Code of 1986, as amended from time to time (the "Code"), to BVA LFG. County agrees that it will not become, nor will it permit itself to become, a "related person" within the meaning of Section 29 of the Code to BVA LFG.

D. **County Disclosure.** To the best of County's knowledge, none of the documents or other written information furnished by or on behalf of County to BVA LFG pursuant to this Gas Purchase Agreement or any of the Related Agreements contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.

E. **BVA LFG Disclosure.** To the best of BVA LFG's knowledge, none of the documents or other written information furnished by or on behalf of BVA LFG to County pursuant to this Gas Purchase Agreement or any of the Related Agreements contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.

#### ARTICLE IV TITLE

BVA LFG represents that it has the right to convey all Landfill Gas sold hereunder to the extent such rights were actually granted to BVA LFG by County pursuant to the Lease Agreement. Except as otherwise provided in the Lease Agreement, BVA LFG shall be deemed to be in exclusive control and possession of the Landfill Gas, and fully responsible and liable therefor, until it is delivered to County at the Point of Delivery. After the delivery of Landfill Gas to County at the Point of Delivery, County shall be deemed to be in exclusive control and possession of the Landfill Gas and fully responsible and liable therefor.

#### ARTICLE V INDEMNIFICATION

A. BVA LFG's Indemnity. BVA LFG shall indemnify, defend and hold harmless County, its officers, officials, employees, agents, representatives and independent contractors from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits, or judgments, incurred by, on behalf of or involving any of the foregoing parties and arising, directly or indirectly, from or in connection with any breach by BVA LFG of its obligations, covenants, representations or warranties contained in this Gas Purchase Agreement.

B. County's Indemnity. County shall indemnify, defend and hold harmless BVA LFG and BVA LFG's shareholders, directors, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorney's fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties and arising, directly or indirectly, from or in connection with (i) any breach by County of its obligations, covenants, representations or warranties contained in this Gas Purchase Agreement, provided that for the purposes of this Article V only any and all limitations or qualifications to such obligations, covenants, representations, or warranties based on or related to County's knowledge shall not be applicable or (ii) County's actions or omissions, taken or made in connection with County's performance of this Gas Purchase Agreement or the operation, maintenance, possession or ownership of County's Facilities or any other equipment at the Landfill, provided such actions or omissions constitute negligence or willful misconduct. County further agrees, if requested by BVA LFG, to investigate, handle, respond to, and defend any such claim, demand, or suit at its own expense.

C. General. Notwithstanding any provision contained herein, the provisions of this Article V shall survive the termination of this Gas Purchase Agreement for a period of four (4) years, notwithstanding the application of any statute of limitations.

## ARTICLE VI *FORCE MAJEURE*

For purposes of Article VII and the first paragraph of Article II(C) only, if by reason of *Force Majeure* either party hereto is unable to carry out, either in whole or in part, its obligations herein contained, such party shall not be deemed to be in breach during the continuation of such inability, provided that: (i) the non-performing party, within two (2) weeks after the occurrence of the *Force Majeure*, gives the other party written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and, of no longer duration than is required by the *Force Majeure*; (iii) no obligations of either party which arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; and (iv) that the non-performing party shall use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

## ARTICLE VII TERMINATION

A. BVA LFG's Right to Terminate. BVA LFG shall have the right to terminate this Gas Purchase Agreement only in the event (i) County commits an act or omission which is a material breach by County under this Gas Purchase Agreement, provided that where BVA LFG asserts a material breach BVA LFG notifies County in writing and allows County a reasonable period of time but not less than 30 days to cure the breach and further provided that if such material breach is due to *an* event of *Force Majeure*, such material breach shall not be grounds for termination, unless it is a material breach to make payment due hereunder, it constitutes a breach of Article *III*, or such event of *Force Majeure* prevents County from performing any obligation hereunder for a period of more than 180 days, or (ii) the Lease is terminated for any reason.

B. County's Right to Terminate. County shall have the right to terminate this Gas Purchase Agreement only in the event (i) BVA LFG commits an act or an omission which is a material breach under this Gas Purchase Agreement, provided that where County asserts a material breach County notifies BVA LFG in writing and allows BVA LFG a reasonable period of time but not less than 30 days to cure the breach and further provided that if such material breach is due to an event of *Force Majeure*, such material breach shall not be grounds for termination, unless it is a material breach to make payment due hereunder or such event of *Force Majeure* prevents BVA LFG from performing any obligations hereunder for a period of more than 180 days, or (ii) the Lease Agreement is terminated for any reason.

C. Say of Termination. A timely request for dispute resolution under Article IX of this Gas Purchase Agreement will stay the termination for cause under this Article VII until dispute resolution is concluded as set forth in Article IX and for a reasonable time for cure, if applicable, after the conclusion of such dispute resolution.

## **ARTICLE VIII ASSIGNMENT**

Neither party hereto may assign this Gas Purchase Agreement or any of its rights and obligations hereunder to any person or entity (other than an entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the assignor) without the prior consent of the other party, which consent shall not be unreasonably withheld or delayed. Any attempt at assignment without such consent shall be null, void and of no effect, and shall constitute a material breach hereunder.

## **ARTICLE IX INSURANCE**

A. Insurance Required of BVA LFG. In order to insure against damage to BVA LFG's and County's interests in the Gas Collection System, pursuant to this Gas Purchase Agreement, and BVA LFG's and County's interests in the System Interests, pursuant to this Gas Purchase Agreement between the parties, BVA LFG agrees to maintain, at all times during the term of this Gas Purchase Agreement, the following types of insurance from insurers with deductibles acceptable to County, with the limits shown:

1. Commercial General Liability Insurance of \$2,000,000 coverage on an occurrence basis, including but not limited to endorsements for the following coverage: Personal injury, premises, property damage liability, blanket contractual liability, products and completed operations, independent contractors liability, and XCU (explosion, collapse and underground) liability.
2. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage for each of BVA LFG's vehicles used in the performance of this Gas Purchase Agreement, including owned, non-owned (e.g. owned by BVA LFG's employees), leased or hired vehicles.
3. Environmental Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence.
4. Full Workers' Compensation and Employers' Liability Insurance covering all employees of BVA LFG as required by law in the State of California. This requirement is waived so long as BVA LFG has no employees in California.
5. All-risk property insurance, for income losses, extra expenses, and casualty losses to the Gas Collection System, limited to replacement costs of property insured, not to exceed One Million Dollars (\$1,000,000). County shall be named as loss payee on the all-risk policy described in this

section to the extent that such proceeds are for Losses to the Project Facilities.

B. Other Insurance Reauirements.

1. BVA LFG's liability policies described in this Article IX shall provide coverage separately to each insured who is seeking coverage or against who a claim is made or a suit is brought, except with respect to BVA LFG's limit of liability.
2. All policies required of this Article IX are to be primary and non-contributing with any insurance or self-insurance programs carried or administered by County.
3. BVA LFG shall furnish proof of coverage satisfactory to the County as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Manager, or be provided through partial or total self-insurance likewise acceptable to the Risk Manager.
4. The County, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this agreement are concerned. This provision shall apply to all liability policies except Workers' Compensation and professional liability insurance policies. Proof that County is named additional insured shall be made by providing the County with a certified copy, or other acceptable evidence, or an endorsement to BVA LFG insurance policy naming County additional insured.
5. In the event BVA LFG cannot provide an occurrence policy, BVA LFG shall provide insurance covering claims made as a result of performance of this contract for not less than three (3) years following completion of performance of this contract.
6. Any deductibles or self-insured retentions must be declared to and approved by County. Deductibles of \$25,000 on the umbrella policy and on the environmental coverage are acceptable.
7. All insurance policies required herein shall be endorsed such that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the County at the office of:



Public Works Department, Solid Waste Division  
Attn. Division Manager  
Santa Cruz County  
701 Ocean Street, Room 410  
Santa Cruz, CA 95060  
Tel: (83 1) 454-2 160  
Fax: (83 1) 454-2385

8. BVA LFG agrees that the insurance required herein shall be in effect at all times during the term of this Gas Purchase Agreement. In the event said insurance coverage expires at any time or times during the term of this contract, BVA LFG agrees to provide at last thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less and one (1) year (for an occurrence policy) or three (3) years (for a claims made policy). New certificates of insurance are subject to the approval of the Risk Manager.
9. BVA LFG shall not commence performance of this contract unless and until compliance with each and every requirement of the insurance provisions is achieved.
10. Failure of BVA LFG to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire contract.
11. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees or volunteers.
12. BVA LFG's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees or volunteers shall be excess of BVA LFG's insurance and shall not contribute with it.
13. The insurance companies shall have no recourse against the County, its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
14. BVA LFG's obligations shall not be limited by the insurance required herein and shall survive the expiration of this contract.
15. Should BVA LFG subcontract any work under this contract, BVA LFG shall require each of its subcontractors of any tier to provide the insurance

requirements in this Article IX, or BVA LFG may insure subcontractors under its own policies. In addition, if the subcontractor provides professional services, the subcontractor must provide a professional liability policy with County's standard limit and coverage requirements. The requirement for Worker's Compensation and Employers' Liability Insurance is waived so long as any subcontractor has no California employees.

16. The aforementioned requirements of this Article IX shall be the minimum requirements. The limits of insurance may be adjusted upwards by the County to meet industry standards and changing liability from time to time with the concurrence of BVA LFG which concurrence shall not be unreasonably withheld.

17. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under this Gas Purchase Agreement with the County of Santa Cruz."

18. BVA LFG agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of this Gas Purchase Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to the addressee under item (7) above.

C. ~~policies to Be Primary and Non-Contributory.~~ All policies required of this Article IX are to be primary and non-contributing with any insurance or self-insurance programs carried or administered by BVA LFG.

D. ~~Failure Constitutes Material Breach~~ Failure on the part of BVA LFG to procure or maintain required insurance shall constitute a material breach of this Gas Purchase Agreement upon which County may terminate this Gas Purchase Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by BVA LFG to County upon demand. All insurance required shall be maintained in force at all times by BVA LFG. Failure to maintain said insurance, due to expiration, cancellation, or for any other reason shall be cause for **County** to give notice to immediately suspend BVA LFG's business activities at the Landfill. Failure to reinstate said insurance within thirty (30) days shall be cause for termination and forfeiture of this Gas Purchase Agreement.

**ARTICLE X**  
**MISCELLANEOUS PROVISIONS**

A. **Notices.** All notices, demands, requests, consents or other communications required or permitted to be given or made under this Gas Purchase Agreement shall be in writing and if to BVA LFG:

Brown **Vence &** Associates Lfg.  
120 Montgomery Street, Suite 1000  
San Francisco, CA **94104**

Tel: (4 15) 434-0900  
Fax: (415) 956-6220

if to County:

Public Works Department, Solid Waste Division  
Attn. Division Manager  
Santa Cruz County  
701 Ocean Street, Room 410  
Santa Cruz, CA 95060  
Santa **Cruz**, CA

Tel: (831) 454-2160  
Fax: (83 1) 454-2385

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Gas Purchase Agreement; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Gas Purchase Agreement; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Gas Purchase Agreement. Either party may change its address for the purpose of this Article IX (A) by giving the other party prior notice thereof in accordance with this provision.

B. **Successors and Assigns.** Subject to the restrictions on assignment herein contained, the terms and provisions of this Gas Purchase Agreement shall be binding upon, and shall inure to the benefit of, the successors, assigns, and personal representatives of the respective parties hereto. This Gas Purchase Agreement shall not (directly, indirectly, contingently or otherwise) confer or be construed as conferring any rights or benefits on any person or entity not named as a party hereto, except as otherwise provided in Article VIII.

C. **Severability.** If any term or provision of this Gas Purchase Agreement or the application thereof to any person or circumstance be invalid or unenforceable to any extent, the

remainder of this Gas Purchase Agreement and the application of such term and provision to persons or circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby and each term and provision of this Gas Purchase Agreement shall be valid and be enforceable to the fullest extent permitted by law.

D. Applicable Law and Related Matters. All questions with respect to the Construction of this Gas Purchase Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of California. In any litigation arising from this Gas Purchase Agreement, the prevailing party shall be entitled to receive from the non-prevailing party all reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred by the prevailing party by reason of the event giving rise to such litigation.

Prior to the initiation of litigation, either party shall initiate dispute resolution under this section. Dispute resolution ~~will be~~ initiated by either party delivering notice to the other, setting forth the nature of the dispute. The parties agree to meet or otherwise confer expeditiously to resolve the dispute, and to submit the dispute to nonbinding third party mediation if the dispute cannot be resolved within 15 days following the delivery of the notice. If a notice of breach has been issued, the period of time allowed to cure the breach shall be stayed pending dispute resolution, for a period not to exceed 45 days (including third party mediation) unless otherwise agreed to by the parties hereto.

E. Waiver. No waiver by either party hereto of any one or more breaches by the other party in the performance of any provision of this Gas Purchase Agreement shall operate or be construed as a waiver of any future breach, whether of alike or different character. No failure on the part of either party hereto to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the party so failing. A waiver of any of the provisions of this Gas Purchase Agreement shall only be effective if made in writing and signed by the party who is making such waiver.

F. No Joint Venture. The relationship between the parties hereto is that of County and BVA LFG. Nothing in this Gas Purchase Agreement is intended or shall be deemed to constitute either party hereto a partner, agent or legal representative of the other party or to create a joint venture or fiduciary relationship between the parties.

G. Joint Work Product. This Gas Purchase Agreement shall be considered the work product of all parties hereto, and, therefore, no rule of strict construction shall be applied against any party hereto.

H. Expenses. Each party hereto shall pay all expenses incurred by it in connection with the transactions herein contemplated unless otherwise specified, including without limitation, all attorneys' fees and expenses.

I. Counterparts. This Gas Purchase Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

J . ~~Entire Agreement: Amendments~~ This Gas Purchase Agreement (including without limitation, the Exhibits hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all oral or written agreements and understandings between the parties relating to the subject matter hereof. This Gas Purchase Agreement may only be amended or modified by a written instrument signed by both parties hereto.

K. ~~Equal Employment Opportunity~~. During and in relation to the performance of this Gas Purchase Agreement, BVA LFG agrees as follows:

(a) BVA LFG shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. BVA LFG agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

(b) If this Gas Purchase Agreement provides compensation in excess of \$50,000 to BVA LFG and if BVA LFG employs fifteen (15) or more employees, the following requirements shall apply:

(1) BVA LFG shall, in all solicitations or advertisements for employees placed by or on behalf of the BVA LFG, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the BVA LFG shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in BVA LFG's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the County General Services Purchasing Division.

(2) BVA LFG shall furnish County Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the BVA LFG'S non-compliance with the non- discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said BVA LFG may be declared ineligible for further agreements with the County.

(4) BVA LFG shall cause the foregoing provisions of this Subparagraph (b) to be inserted in all subcontracts for any work covered under this Gas Purchase Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

L. **Independent Contractor Status.** BVA LFG and County have reviewed and considered the principal test and secondary factors below and agree that BVA LFG is an independent contractor and not an employee of County. BVA LFG is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. BVA LFG is not entitled to any employee benefits. County agrees that BVA LFG shall have the right to control the manner and means of accomplishing the result contracted for herein.

Principal Test: The BVA LFG rather than County has the right to control the manner and means of accomplishing the result contracted for.

Secondary Factors: (a) The extent of control which, by agreement, County may exercise over the details of the work is slight rather than substantial; (b) BVA LFG is engaged in a distinct occupation or business; (c) In the locality, the work to be done by BVA LFG is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The BVA LFG rather than the County supplies the instrumentalities, tools and work place; (f) The length of time for which BVA LFG is engaged is of limited duration rather than indefinite; (g) The method of payment of BVA LFG is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of County; (i) BVA LFG and County believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) the County conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that BVA LFG is an independent contractor.

By their signatures to this Gas Purchase Agreement, each of the undersigned certifies that it is his or her considered judgment that the BVA LFG engaged under this Gas Purchase Agreement is in fact an independent contractor.

M. **Prevailing Wages.** BVA LFG is responsible to pay prevailing wages and maintain records to the extent required by Labor Code Section 1770 and following.

N. **Retention and Audit of Records.** BVA LFG shall retain records pertinent to this Gas Purchase Agreement for a period of not less than five (5) years after final payment under this Gas Purchase Agreement or until a **final** audit report is accepted by County, whichever occurs first. BVA LFG hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Gas Purchase Agreement.

0 . Presentation of Claims Presentation and processing of any or all claims arising out of or related to this Gas Purchase Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the County and BVA LFG have caused this Gas Purchase Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

COUNTY OF SANTA CRUZ  
DEPARTMENT OF PUBLIC WORKS

BROWN VENCE & ASSOCIATES  
LFG CORPORATION

By: \_\_\_\_\_  
Director of Public Works

By: Thomas D Vence  
Vice- President and Secretary

Address:  
Brown, Vence and Associates Lfg  
Corporation  
120 Montgomery Street, Suite 1000  
San Francisco, CA 94104

Telephone: (4 15) 434-0900

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: D. McRae 1-29-99  
Assistant County Counsel

By: Thomas W. Snee  
Counsel for BVA LFG

DISTRIBUTION: Public Works

*Approved as to insurance*  
By: Janet McKinley  
*Risk Management Division Chief*  
Date 1-29-99



COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: PUBLIC WORKS

(Signature) 1-28-99 (Date)

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

- Said agreement is between the COUNTY OF SANTA CRUZ (Agency)  
BROWN, VENCE AND ASSOCIATES LFG, CORPORATION  
and 120 MONTGOMERY SUITE STR1000, SAN FRANCISCO, CA 94104 (Name & Address)
- The agreement will provide FOR THE PURCHASE OF LANDFILL GAS FROM THE LEASED LANDFILL GAS--  
P O W E R - - -
- The agreement is needed BECAUSE THIS WORK CAN BE PERFORMED MOST EXPEDITIOUSLY BY CONTRACT
- Period of the agreement is from BOARD APPROVAL to JUNE 30, 1999
- Anticipated cost is \$60,000 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: CONTRACT \$60,000; OVERHEAD (7%); TOTAL \$64,200
- Appropriations are budgeted in 991420-3590 P00405 (625110) (Index#) 3590 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. C 0 81 792 Date 1/28/99  
are not will be

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Wilson Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the DIRECTOR OF PUBLIC WORKS to execute the same on behalf of the DEPARTMENT OF PUBLIC WORKS

(Agency).

Remarks:

(Analyst)

County Administrative Officer  
By Peter C. Wilson Date 2-1-99

Agreement approved as to form. Date \_\_\_\_\_

RPM/mg

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Goldenrod  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer

\_\_\_\_\_ 19\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
05/27/98

PRODUCER

Berger & Jones Insurance Agency  
P.O. Box 5158  
San Ramon, CA 94583  
510-277-9090 & 510-277-9095

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY

A Reliance National Insurance

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

Brown Vence and Associates  
120 Montgomery Street Suite 1000  
San Francisco, CA 94104  
415-434-0900  
FAX: 916-786-0600

## COVERAGES

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.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	NGB 172064802	3-1-98	3-1-99	GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$50,000
					MED EXP (Any one person) \$5,000
A	<b>AUTOMOBILE LIABILITY</b>	NKA 1630621	3-1-98	3-1-99	COMBINED SINGLE LIMIT \$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: \$
	<b>GARAGE LIABILITY</b>				EACH ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
					EACH OCCURRENCE \$
					AGGREGATE \$
	<b>EXCESS LIABILITY</b>				WC STATUTORY LIMITS
	<input type="checkbox"/> UMBRELLA FORM				EL EACH ACCIDENT \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				OTHER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				
	<input type="checkbox"/> INCL				
	<input type="checkbox"/> EXCL				

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CONSULTING ENGINEERING SERVICES  
CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED.  
SEE ATTACHED CG 20 10 11 85

## CERTIFICATE HOLDER

COUNTY OF SANTA CRUZ  
DEPARTMENT OF PUBLIC WORKS  
ATTN: PATRICK MATTHEWS  
701 OCEAN STREET, ROOM 401  
SANTA CRUZ, CA 95060

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Donald E. Jones*

44

# ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

## SCHEDULE

Name of Person or Organization:

County of Santa Cruz  
Department of Public Works  
Attn: Patrick Matthews  
701 Ocean Street, Room 401  
Santa Cruz, CA 95060

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

RE: Brown Vence and Associates

44

**ACORD****CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
11/02/98**PRODUCER**Berger & Jones Insurance Agency  
P.O. Box 5158  
San Ramon, CA 94583  
925-277-9090 & 925-277-9095

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE****INSURED**Brown Vence and Associates  
120 Montgomery Street Suite 1000  
San Francisco, CA 94104  
415-434-0900  
FAX: 916-786-0600COMPANY  
ACOMPANY  
BCOMPANY  
CCOMPANY  
D

Safeco Insurance Co. of America

**COVERAGES**

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.

CO TR	NPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
					PERSONAL & ADV INJURY \$
					EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM					EACH OCCURRENCE \$
					AGGREGATE \$
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> D THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL WC 2334892C			07/20/98	07/20/99	X WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/>
					EL EACH ACCIDENT \$1,000,000
					EL DISEASE - POLICY LIMIT \$1,000,000
					EL DISEASE - EA EMPLOYEE \$1,000,000
OTHER					


**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

LAND FILL, GAS FEASIBILITY STUDY FOR SANTA CRUZ COUNTY.

**CERTIFICATE HOLDER**COUNTY OF SANTA CRUZ, DEPARTMENT  
OF PUBLIC WORKS  
ATTN: PATRICK MATHEWS  
701 OCEAN STREET, ROOM 410  
SANTA CRUZ, CA 95060**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



© ACORD CORPORATION 1988

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
05/27/98

## PRODUCER

Berger & Jones Insurance Agency  
P.O. Box 5158  
San Ramon, CA 94583  
510-277-9090 & 510-277-9095

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## COMPANIES AFFORDING COVERAGE

COMPANY  
A Reliance National

## SURED

Brown Vence and Associates  
120 Montgomery Street Suite 1000  
San Francisco, CA 94104  
415-434-0900  
FAX: 916-786-0600

COMPANY  
B

COMPANY  
C

COMPANY  
D

## COVERAGE

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COVERAGE	NPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE & OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT					GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					AUTO ONLY, EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM					EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
<input type="checkbox"/> OTHER A Professional and Environmental Liability	NTF 25126902		3-1-98	3-1-99	1,000,000 each claim 2,000,000 aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

## CERTIFICATE HOLDER

COUNTY OF SANTA CRUZ  
DEPARTMENT OF PUBLIC WORKS  
ATTN: PATRICK MATTHEWS  
701 OCEAN STREET, ROOM 401  
SANTA CRUZ, CA 95060

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO ME LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Donald D. Jones