

**LICENSE AGREEMENT  
FOR USE OF COUNTY FACILITIES**

**BETWEEN**



**COUNTY OF SONOMA**

**AND**

**SONOMA COUNTY WASTE MANAGEMENT AGENCY**

**FOR**

**HOUSEHOLD HAZARDOUS WASTE FACILITY PREMISES**

**LOCATED AT**

**SONOMA COUNTY CENTRAL LANDFILL**

**PETALUMA, CALIFORNIA**

**DATED: 18<sup>th</sup> JUNE, 2013**

## LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This Agreement ("Agreement"), made and entered into on May \_\_\_\_, 2013 ("Effective Date"), by and between the COUNTY OF SONOMA, a political subdivision of the State of California (hereinafter called the "County"), and the Sonoma County Waste Management Agency, a Joint Powers Agency (hereinafter called the "Licensee"). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, as "party."

### R E C I T A L S

WHEREAS, County is the owner of certain real property located at 500 Mecham Road, Petaluma, California ("Landfill Property"); and

WHEREAS, the County and the cities entered into that certain Agreement between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues (Wood Waste, Yard Waste, Household Hazardous Waste, and Public Education) dated as of February 2, 1992 ("JPA Agreement"); and

WHEREAS, Section 5 of the JPA Agreement states in part: "Provided that all regulatory requirements of Federal and State agencies are first met, the County agrees to provide, free of charge as a subsidy, sites at its Central Landfill Site for the purpose of household hazardous waste collection and storage and for a wood and yard waste Treatment System...."; and

WHEREAS, pursuant to the JPA Agreement, Licensee currently uses approximately 40,000 square feet of the Landfill Property to operate the Household Hazardous Waste Facility (as defined in Section 6.1 below) as more particularly depicted on Exhibit A to this Operations Agreement ("Premises"); and

WHEREAS, County and Licensee wish to enter into an agreement in order to set forth the terms and conditions for Licensee's use of the Premises.

NOW THEREFORE, in consideration of the promises and covenants set forth below, the parties agree as follows:

### A G R E E M E N T

1. License. County hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use the Premises.

2. Premises. By this Agreement, County does hereby license to Licensee, and Licensee does hereby take and hire from County:

(a) that certain real property consisting of 40,000 square feet on the Landfill Property and commonly known as the HHW Facility, said real property being depicted on Exhibit A (“the Premises”); and

(b) a non-exclusive right to use the access road to the HHW Facility;  
and

(c) all improvements and fixtures located at the HHW Facility (“Improvements”) which were constructed by County but for which Licensee is reimbursing County, as well as any Licensee additions to the improvements, but excluding any equipment or appliances owned by a third party such as Licensee’s contractor.

3. Non-Exclusive License. The license herein granted is non-exclusive. County continues to maintain and control the Premises including, without limitation, leasing, sub-leasing and granting of additional licenses, provided, however, that any such leasing, subleasing or licensing shall not interfere with Licensee’s operation and maintenance of the Premises.

4. Term/Termination

4.1 Commencement of Term. The term of this Agreement shall commence on the “Effective Date”, and shall terminate upon termination of the JPA Agreement (“Expiration Date”), unless sooner terminated as provided for in this Agreement.

4.2 Licensee's Duty to Surrender. At the expiration or earlier termination of the term, Licensee shall surrender to County, in good condition and repair and consistent with Licensee’s obligations under the JPA Agreement, the possession of the Premises. Notwithstanding the foregoing, no termination of this Agreement shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or date of surrender if it be later. In addition, the parties acknowledge that the County shall have the right under Section 5 of the JPA Agreement to require Licensee to perform monitoring tests to examine the condition of the Premises to ensure the site is left in a completely clean condition.

4.3 Termination for Convenience. Licensee may terminate this Agreement upon 30 days' prior written notice to County.

5. Consideration. Pursuant to the JPA Agreement, County is providing the use of the Premises at no cost to Licensee.

6. Uses, Purposes

6.1 Permitted Uses. Licensee shall use and permit the use of the Premises for the purpose of HHW collection and storage.

6.2 Operational Requirements of Licensee. Licensee agrees throughout the term to abide by the following conditions and requirements:

6.2.1 Hazardous Materials.

(a) Licensee shall ensure that any Hazardous Materials that are used, kept, or are present in or on the Premises, and all uses thereof, are in full compliance with all Hazardous Materials Laws, which means all applicable state and federal laws, ordinances, rules, regulations, codes and orders, including, but not limited to, the California Hazardous Waste Control Law ("HWCL") (Cal. Health & Safety Code §25100 et seq.), the provisions of the HWCL related to small quantity Generators (Cal. Health & Safety Code §25218 et seq.), All regulations implementing the HWCL, including but not limited to: 22 C.C.R. §66001 et seq.; the California Occupational Safety and Health Act (Cal. Labor Code §6300 et seq.); the Federal Occupational Safety and Health Act (29 U.S.C. §651 et seq.); Federal Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); and all Department of Transportation Regulations relating to hazardous materials (Subtitle B, Chapter I, Subchapter C of Volume 49 of the Code of Federal Regulations).

(b) If Licensee breaches the obligations stated in subparagraph (a) of this Section 6.2.1 or if there is a claim received after the Effective Date concerning Hazardous Materials used, kept, or processed at the HHW Facility, or if Hazardous Materials are otherwise discharged or released from the Premises during the term of this Agreement, then Licensee shall indemnify, defend (with counsel approved by County) and hold County harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of this Agreement as a result of such breach, contamination, discharge, or release. This indemnification of County by Licensee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision, except County, because of Hazardous Materials present in, on or under the Premises and released or discharged during the term of this Agreement. Upon the termination of this Agreement, Licensee shall surrender the Premises to County free of any and all Hazardous Materials brought upon, kept or used in or about the Premises by Licensee or any subcontractor of Licensee. This indemnification shall survive the termination or expiration of this Agreement.

(c) For the purpose of this Section 6.2.1, the term "Hazardous Materials" includes, without limitation, any flammable explosives,

radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et seq.), Section 25117 of the California Health & Safety Code, Section 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, or state environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date.

6.2.2 Compliance with Laws. Licensee shall comply with all Laws and Orders concerning the Premises or Licensee's use of the Premises. For purposes of this Agreement, the term "Laws and Orders" includes all federal, or California State agency laws, statutes, ordinances, permits, standards, rules, regulations, requirements, or orders now in force or hereafter enacted, promulgated, or issued. The term also includes government measures regulating or enforcing public access, occupational health, or safety standards for employers, employees, landlords or Licensees but does not include County adopted laws, statutes, ordinances, permits, standards, rules, regulations, requirements or orders unless included in this Agreement or currently existing and applicable to Licensee. Licensee shall not allow the Premises to be used for any improper, unlawful or objectionable purpose.

### 6.3 Reservations to County.

6.3.1 Easements, Rights-of-Way and Permits. County shall have the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections; water, oil and gas pipelines; and telephone and telegraph power lines and such other appliances and appurtenances necessary or convenient to use in connection therewith, over in, upon, through, across and along the Premises or any part, thereof, as will not interfere with Licensee's operations hereunder and to enter thereupon for any and all such purposes, County also reserves the right to grant easements, rights-of-way and permits in, over, and upon, along or across any and all portions of said Premises as County may elect as long as any easement, right-of-way or permit will not interfere with Licensee's operations. County will cause the surface of the Premises to be restored to its original condition upon the completion of any construction done pursuant to this Section. County agrees that any right set forth in this Section 6.3.1 shall not be exercised unless a prior written notice of ten (10) days is given to Licensee. However, if such right must be exercised by reason of emergency, County will give such notice in writing as soon as is possible under the existing circumstances.

6.3.2 Gate Fees. As of the Effective Date, there are no processing fees for HHW. Licensee shall provide County with 60 days advance written notice of its intention to charge any processing fees for HHW. County reserves the right

to pass through additional costs and fees on all materials delivered to the County landfill and transfer stations, including without limitation, a County concession payment on HHW should Licensee establish processing fees for HHW.

7. Records and Audits; Inspections of Premises.

7.1 Maintenance of Records. Licensee shall keep and maintain full and complete documentation and accounting records concerning this License. Licensee shall maintain the accounting records in conformity with generally accepted accounting principles.

7.2 Examination of Records. County shall have the right, at County's sole cost and expense, at any reasonable time and from time to time after giving 15 days prior written notice to Licensee, to do or cause to be done any or all of the following: to audit the records; to make abstracts from the records; and to make copies of any or all records. Licensee shall make all records specified in the notice available at the time specified in the notice, if reasonable, and at the place where the records are to be kept.

7.3 County's Right to Inspections. County shall have the right to enter upon the Premises at any and all times throughout the term of this License for the purpose of inspecting the same and posting any notices required or permitted under law.

8. Condition, Maintenance, Utilities, Repairs

8.1 Licensee's Duty to Maintain Premises. Throughout the term, Licensee shall, at Licensee's sole cost and expense, maintain the Premises, including all improvements and utilities, in good condition and repair and in accordance with all Laws and Orders. It is the specific, bargained-for intent of the parties that Licensee's maintenance and repair obligations shall be absolute and total, that County shall have no obligation or responsibility for such work, and that this provision has been specifically negotiated by the parties and the consideration for this License reflects this negotiation. With the exception of the access road, County shall not have any responsibility whatsoever to maintain the Premises

8.2 Utilities. Licensee shall bear the costs for all utilities furnished to the Premises at the rates of \$79.25 per Megawatt-hour of electricity, \$2.64 per thousand gallons of water, and disposal of garbage at current rates, as revised from time to time. County will install meters for all utilities upon 24 hours notice to Licensee. Licensee will reimburse County for the costs of the meters.

8.3 Damage and Destruction. It is the intent of the parties that Licensee shall be responsible for the repair and restoration of the Premises, and any part thereof, in the event of any casualty, injury, damage, or destruction to the Premises or any

part thereof, regardless of when it occurs during the term. No damages, compensation or claim shall be payable by County for any inconvenience, any interruption or cessation of Licensee's business, or any annoyance, arising from any damage to or any destruction of all or any portion of the Premises unless such damage is caused by County's or County's operator's gross negligence or willful misconduct.

8.4 Equipment Installation and Operation. Licensee or Licensee's contractor shall install any equipment, at its sole cost and expense. Licensee's equipment shall be installed, operated and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. In the event the installation, operation or maintenance of said equipment causes any direct or indirect interference with the operation of County's facilities, equipment or the equipment of County's agents, tenants, or other governmental agencies, Licensee shall correct said interference, at its sole cost and expense, to the reasonable satisfaction of County. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment.

9. Waste. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste on the Premises; (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by County or any authorized person unless expressly permitted; or (iii) any action on the Premises in violation of any Laws or Orders.

10. Financing. Licensee shall not encumber any interest Licensee may have in the Premises.

11. Extent of Grant of License. This License herein granted is valid only to the extent of County's jurisdiction as a land owner or tenant of the Premises. Acquisition of any other necessary permits or entitlements for use is the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.

12. Insurance; Indemnification

12.1 Duty to Maintain Insurance. Licensee shall meet all insurance requirements set forth in Exhibit B.

12.2 Indemnity by Licensee. Licensee will indemnify, hold harmless and defend County, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including, without limitation, attorneys' fees, witness costs and court costs that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the following circumstances:

12.2.1 Use of Premises. Use of the Premises in any manner by Licensee, its agents, employees, invitees, sublicensees and contractors, and the agents, employees, patrons, contractors and invitees of Licensee's contractor, including any use of the Premises not allowed under this Agreement.

12.2.2 Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.

12.2.3 Other Activities. Any other activities of Licensee, its agents, employees and contractors, for activities under this Agreement, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of County or County's operator. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Licensee or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

12.3 Indemnity by County. County will indemnify, hold harmless and defend Licensee, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including, without limitation, attorneys' fees, witness costs and court costs that may be asserted by any person or entity, including Licensee, arising out of County's operations on the remaining portions of the rest of the Landfill Property.

12.4 Liability for Loss or Damage to County Property. Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of Licensee's officers, agents, employees or contractors.

13. Nondiscrimination. In the performance of this License, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, pregnancy, disability, or AIDs or HIV status, including without limitation, the County's Non-Discrimination Policy.

14. Provisions are Conditions of Use/Occupancy. Each provision of this License shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. If Licensee fails to comply with any Laws and Orders related to the Premises and Licensee's operations thereon, and does not correct such failure within 90 days of written notice from County, County may at its option terminate this License by written notice to Licensee; this right to terminate shall be cumulative to any other legal right or remedy available to County.

15. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.

16. License Not a Lease. This License does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises



expressly and specifically described above. Excepting the access road to the Premises and except as otherwise allowed under the JPA Agreement or licenses between County and Licensee, Licensee shall have no right or privilege in any respect whatsoever to use any other part of the Landfill Property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the License herein granted would render it irrevocable.

17. Notices. All notices (including requests, demands, approvals, or other communications) under this License shall be in writing.

17.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

- (a) When personally delivered to the recipient, notice is effective on delivery.
- (b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.
- (c) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
- (d) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
- (e) When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt evidenced by fax confirmation as long as (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a non-business day.

17.2 Refused, Unclaimed, or Undeliverable Notices. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

17.3 Addresses. Addresses for purposes of giving notice are set forth below:

COUNTY: County of Sonoma  
Department of Transportation and Public Works  
2300 County Center Drive, Suite \_\_\_\_

Santa Rosa, CA 95403

Attn: \_\_\_\_\_

LICENSEE: Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B-100  
Santa Rosa, CA 95403  
Attn: Henry Mikus, Executive Director

Any party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this paragraph.

18. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this License shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this License.

19. General Provisions. Licensee shall not either voluntarily or by operation of law assign, sublet, hypothecate or otherwise transfer Licensee's interest in this License without the prior written consent of County in each instance. A consent by County to one assignment, sublease, hypothecation or transfer shall not be construed as a consent to any subsequent assignment, sublease, hypothecation or transfer, or as releasing Licensee from any liability or obligation hereunder whether or not then accrued. Any assignment, sublease, hypothecation or transfer which is not in compliance with this section shall be void and shall, at the option of County, terminate this License.

20. Licensee's Duty to Remove Improvements.

At the expiration or sooner termination of this License, Licensee shall remove from the Premises all of its personal property. If it fails to do so, County may retain ownership of such personal property or dispose of it as County sees fit. Notwithstanding anything stated to the contrary in this License, County shall have the right to require Licensee to remove all such fixtures and improvements and return the Premises to the County in a completely clean condition as required under Section 5 of the JPA Agreement.

21. Miscellaneous Provisions

21.1 Time of Essence. Time is and shall be of the essence of this License and of each and every provision contained in this License.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the Effective Date.

AGENCY/LICENSEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E. Coleson  
Agency Counsel

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Henry J. Mikus  
Executive Director

County/Licensors: COUNTY OF SONOMA, a political subdivision of the State of California

By: \_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM FOR COUNTY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO SUBSTANCE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Director of Transportation and Public Works

21.2 Amendments. This License may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

21.3 Binding Effect; Choice of Law. This License shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This License shall be governed by the laws of the State of California and any action to enforce the terms of this License or for the breach thereof shall be brought and tried in the County of Sonoma.

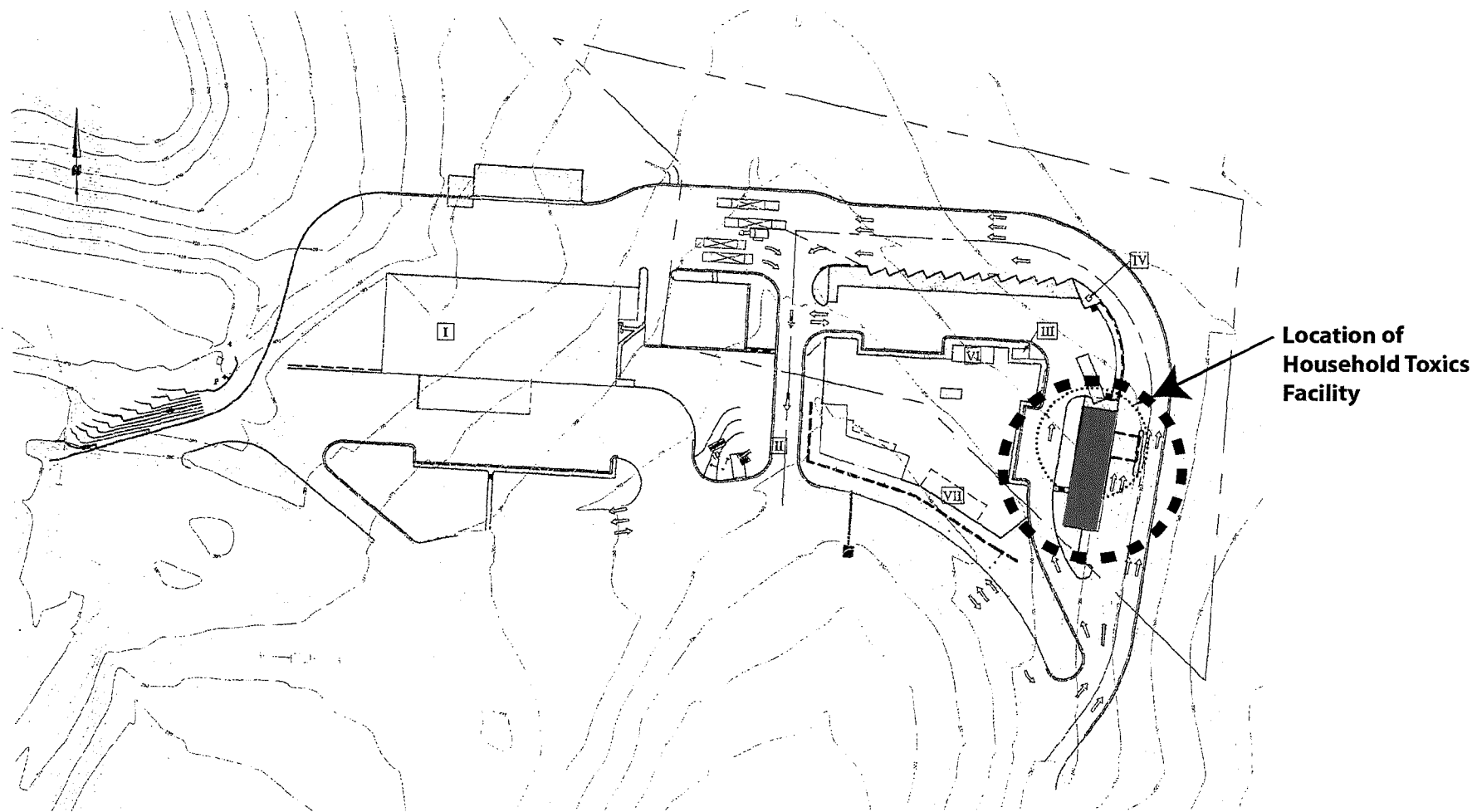
21.4 No Third Party Beneficiaries. Nothing contained in this License shall be construed to create and the parties do not intend to create any rights in third parties.

21.5 Construction of License; Severability; Venue. To the extent allowed by law, the provisions in this License shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any provision in this License is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this License. Licensee and County acknowledge that they have each contributed to the making of this License and that, in the event of a dispute over the interpretation of this License, the language of the License will not be construed against one party in favor of the other. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this License.

21.6 Relationship. The parties intend by this License to establish the relationship of Licensor and Licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of Licensor and Licensee.

21.7 Captions. The captions in this License are for convenience only and are not a part of this License. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

# Exhibit A



## SITE MAP

1"=100'

Central Disposal Site  
500 Mecham Rd.  
Petaluma, CA 94952

## Exhibit B

Licensee shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

### **1. Workers Compensation and Employers Liability Insurance**

- a. Required if Licensee has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
  - i. Subrogation waiver endorsement, and
  - ii. Certificate of Insurance

If Licensee currently has no employees, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

### **2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location.
- c. Licensee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
- d. County of Sonoma shall be additional insureds for liability arising out the ownership, maintenance or use of that part of the premises licensed to Licensee (ISO endorsement CG 20 11 or equivalent).
- e. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- g. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status, and

ii. Certificate of Insurance.

**3. Property Insurance for Business Personal Property and Licensees' Improvements** *(Required only during the Post-Construction Period)*

- a. Property insurance on a "special form" or "all risks" basis.
- b. Minimum Limit: the full current combined replacement cost of Licensee's Business Personal Property and Licensee's improvements.
- c. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
- d. Licensee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
- e. Required Evidence of Insurance:
  - i. Certificate of Property Insurance *or* Evidence of Commercial Property Insurance.

**4. Automobile Liability Insurance**

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Licensee currently owns no autos, Licensee agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Insurance:
  - i. Certificate of Insurance

**5. Licensees Pollution Liability Insurance**

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate;
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- d. Insurance shall be continued for one (1) year after completion of the Work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- e. County of Sonoma, shall be additional insureds for liability arising out of operations by or on behalf of the Licensee in the performance of this agreement. The foregoing shall continue to be additional insureds for (1) year after completion of the Work.

**6. Standards for Insurance Companies**

- a. Insurers shall have an A.M. Best's rating of at least A:VII.

**7. Documentation**

- a. The Certificate of Insurance must include the following reference: Central Landfill Household Hazardous Waste License Agreement.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma  
Department of Transportation and Public Works  
2300 County Center Drive, Suite \_\_\_\_  
Santa Rosa, CA 95403  
Attn: \_\_\_\_\_

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Licensee shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**8. Policy Obligations**

Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.





County of Sonoma  
Agenda Item  
Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**APPROVED**  
**JUN 18 2013**

Agenda Item Number: 22  
(This Section for use by Clerk of the Board Only.)

THE WITHIN INSTRUMENT IS A  
CORRECT COPY OF THE ORIGINAL  
ON FILE IN THIS OFFICE

	AYE	NO
GORIN	✓	
RABBITT	✓	
ZANE	✓	
McGUIRE	✓	
CARRILLO	✓	

ATTEST: **JUN 18 2013**

BY VERONICA A. FERGUSON, Clerk/Secretary  
Woodson  
DEPUTY CLERK/ASST SECRETARY

To: Board of Supervisors

Board Agenda Date: June 18, 2013

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Susan Klassen, 707-565-2231

Supervisorial District(s):

All

Title: Household Hazardous Waste Facility License Agreement

**Recommended Actions:**

Authorize the Chair to execute a license agreement for the use of County facilities between the County and the Sonoma County Waste Management Agency for the Household Hazardous Waste Facility at no cost with an initial term through February 11, 2017.

**Executive Summary:**

This item is requesting that the Board approve the License Agreement for use of County facilities between the County and the Sonoma County Waste Management Agency (SCWMA) for the Household Hazardous Waste Facility located at the Central Disposal Site through February 11, 2017. Through this agreement, the County licenses the 40,000 square feet of the landfill property for the Household Hazardous Waste Facility. The agreement also sets rates for reimbursement to the County for the use of electricity and water for the facility.

The SCWMA is responsible under the terms of the Joint Powers Agreement (JPA) to ensure the proper collection and disposal of household hazardous waste (HHW) in Sonoma County. Since 2002, the County has been a third party to the agreement with Clean Harbors Environmental Services, who operates the HHW Facility. Approval of the agreement provides a mechanism to continue the arrangements once the draft Master Operations Agreement has been approved and implemented.

Although there will be some reimbursement to the Department of Transportation and Public Works, Integrated Waste Division for monthly use of electricity and water, those revenues are unknown at this time since no meters have been in place to provide any historical data. Once the agreement is in place, meters will be installed and actual data will be recorded and used for future projections.

The SCWMA approved the agreement at its meeting on May 15, 2013 and it has been approved as to form by County Counsel.

<b>Prior Board Actions:</b>			
None.			
<b>Strategic Plan Alignment</b>		Goal 2: Economic and Environmental Stewardship	
The Household Hazardous Waste Facility provides an environmentally sound method for proper disposal of any household hazardous waste that may accidentally be disposed of with the municipal solid waste delivered to the County disposal sites.			
<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 0</b>	<b>Total Sources</b>	<b>\$ 0</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
No current year fiscal impact. Revenues to Integrated Waste Division for use of electricity and water are unknown at this time and will be budgeted for in future periods once actual data is available to use in projections.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary</b> <b>Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
None.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
License Agreement for Use of County Facilities between the County of Sonoma and Sonoma County Waste Management Agency for Household Hazardous Waste Facility Premises Located at the Sonoma County Central Landfill.			