# AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

This Agreement is made by and between the _____(CITY) and the County of Santa Clara (COUNTY) on the _____ day of _____ 2015.

## RECITALS

WHEREAS, the County Board of Supervisors has approved a Countywide Household Hazardous Waste Collection Program whereby residents of the County and participating jurisdictions will have an opportunity to safely dispose of household hazardous wastes, regardless of the specific location at which the collection has been scheduled; and

WHEREAS, the participating jurisdictions desire to provide residents with convenient opportunities to safely dispose of their household hazardous waste (HHW) in order to encourage the proper disposal of toxic products, and avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground, in a manner which creates a health or environmental hazard; and

WHEREAS, the participating jurisdictions desire to provide a safe, convenient, and economical means for residents to dispose of household hazardous wastes. These wastes include, but are not limited to, common household products such as household cleaning products, spot remover, furniture polish, solvents, oven cleaner, pesticides, oil based paints, motor oil, antifreeze, car batteries, mercury thermostats, fluorescent lamps, household batteries, and electronic waste. Residents of the CITY listed above will be eligible to bring HHW to any household hazardous waste collection event or facility where these wastes will be accepted for proper disposal as described below; and

WHEREAS, the participating jurisdictions desire to schedule Household Hazardous Waste Collection Events (Events) for residents for FY 2016 through FY 2018 (July 1, 2015 – June 30, 2018); and

WHEREAS, the participating jurisdictions desire to provide household hazardous waste collection services to a minimum of 4% of the households per fiscal year in each participating jurisdiction; and

WHEREAS, the County Board of Supervisors has approved a Countywide AB939 Household Hazardous Waste Fee (AB939 HHW Fee), as authorized by Public Resources Code 41901, to be collected at $2.60 in FY 2016 through FY 2018 on each ton of waste landfilled or incinerated within the county, received at any non-disposal or collection facility located within the county and subsequently transported for disposal or incineration outside of the county, collected from any location within the county by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or

incineration outside of the county, or removed from any location in the county by any person or business for disposal or incineration outside the county.

NOW, THEREFORE, CITY and COUNTY AGREE AS FOLLOWS:

## 1. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which CITY will participate in the Countywide Household Hazardous Waste Collection Program (CoHHW Program) available to its residents. Participating jurisdictions are those jurisdictions that enter into an AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

## 2. PROGRAM FUNDING SOURCE

HHW Program services are directly mandated under AB939, which establishes statutory authority to provide for funding to support planning and implementation of integrated waste management programs. The AB939 HHW Fee, of $2.60 per ton, collected as part of the AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE will be the primary source of funding for CoHHW Program services.

Funds derived from the AB939 HHW Fee will be allocated among four types of CoHHW Program service costs as follows:

A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."

B. San Jose Facility Use Surcharge will be apportioned based on CITY's anticipated participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose.

C. Variable Cost Per Car provides a base level service of 4% of households in all participating jurisdictions. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."

D. Available Discretionary Funding funded on tonnage generated per participating jurisdiction.

The projected AB939 HHW Implementation Fee Allocation by jurisdiction is set out in Attachment A, attached hereto and incorporated herein.

## 3. FIXED PROGRAM COST

Fixed Program Costs shall be $2.47 per household in Fiscal Years 2016, 2017 and 2018. Estimated HHW Fixed Costs are projected in Attachment B, attached hereto and incorporated herein. Fixed Program Costs may include, but are not limited to ten (10) CoHHW Program staff members, facility leasing costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, training costs, equipment and facility maintenance and union negotiated salary and benefit changes.

## 4. ABANDONED WASTE DISPOSAL COST

The existing unexpended non-profit abandoned waste fund balance of approximately $50,000 will fund disposal of HHW illegally abandoned at nonprofit charitable reuser organizations as defined in Public Resources Code Section 41904.

For the purposes of this agreement, PUBLIC RESOURCES CODE SECTION 41904 defines a nonprofit charitable reuse organization as follows: "Nonprofit charitable reuser" means a charitable organization, as defined in Section 501(c)(3) of the federal Internal Revenue Code, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than 50 percent of its revenues from the handling and sale of those donated goods or materials.

## 5. SAN JOSE FACILITY USE SURCHARGE

The San Jose Facility Use Surcharge is estimated to be $18.06 per car for Fiscal Years 2016, 2017 and FY 2018. The total San Jose Facility Use Surcharge for CITY will be based on CITY's participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose. Estimated San Jose Facility Use Surcharges are projected in Attachment A, attached hereto and incorporated herein.

## 6. VARIABLE COST PER CAR

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County Household Hazardous Waste Collection Facilities (CoHHWCF) and at Temporary Events. The Variable Cost Per Car is estimated to be approximately $68 per car for Fiscal Years 2016, 2017 and 2018. The estimated cost per car will be adjusted to reflect actual service costs. After Fixed Program Costs and San Jose Facility Use Surcharge are allocated on a per household basis, the Variable Cost Per Car will be used to calculate the costs to service 4% of households across all participating jurisdictions. If the level of 4% of households is not reached in a particular jurisdiction, the CoHHW Program will use the remaining balance of funds, in cooperation with the CITY that has less than 4% participation levels, to increase public outreach and/or provide additional services in that jurisdiction the following year.

## 7. AVAILABLE DISCRETIONARY FUNDING

The Available Discretionary Funding portion of the AB939 HHW Fee will be allocated based on the tons of waste generated within each jurisdiction, and after allocation of Fixed Program Costs, San Jose Facility Use Surcharge, and Variable Per Car Costs. Available Discretionary Funds will be paid as directed by each jurisdiction. Available Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in that jurisdiction by the CoHHW Program, subsidizing curbside used motor oil collection, electronic waste (e-waste) collection, universal waste collection, emergency HHW services, funding HHW public education, the support of capital infrastructure projects to accommodate HHW drop-off and collection events, or providing special programs such as retail collection of certain waste and/or door-to-door collection of HHW for the elderly and/or persons with disabilities and neighborhood clean-up events.

## 8. ADMINISTRATION AND PAYMENT OF THE AB939 HHW FEE

The Santa Clara County Recycling and Waste Reduction Division will administer the AB939 HHW Fee, as part of the existing landfill billing system. Administration and payment will be made in accordance with the AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE. Notwithstanding the foregoing, the COUNTY shall maintain records of the amount, use, and distribution of Fixed Program Cost expenditures for at least five (5) years after the termination date of this Agreement, unless otherwise required by law to retain such records for a longer period. CITY may request in writing a review by COUNTY of the Fixed Program Cost records. The review shall be performed within 30 days of request and results shall be reported to participating cities in writing.

## 9. PROGRAM PUBLICITY

The CoHHW Program shall have available to the public a HHW brochure for distribution. The brochure will be made available at various events, including but not limited to, environmental events, community fairs. The brochure may also be distributed, upon request, to cities within the County and to County residents and businesses. The CITY shall be responsible for developing and coordinating citywide awareness of the HHW Program. The CoHHW Program shall be responsible for Countywide public education for used oil recycling. CoHHW Program public awareness responsibilities shall include, but not be limited to, the following activities:

- Serving as the formal contact to the local media such as local newspapers and television news stations;
- Providing participating jurisdictions with educational materials developed for the CoHHW Program;
- Promoting oil and oil filter recycling by developing, purchasing, and distributing educational materials, media relations materials, basic art work and camera ready advertising materials for distribution countywide and for use by jurisdictions;

- Representing the program through educational presentations at schools and businesses and attendance at community events such as local fairs and festivals; and
- Providing participating jurisdictions opportunities to review and comment on the development of countywide outreach materials.

CITY's public awareness responsibilities, at the sole discretion of the CITY, shall include, but not be limited to, the following activities:

- Providing a copy of HHW promotional materials to the CoHHW Program for review for accuracy and completeness, prior to publication;
- Developing and distributing communications to residents for local and city newsletters, newspapers and to the electronic media;
- Providing the CoHHW Program with a copy of locally produced materials; and,
- Conducting and supporting outreach and publicity to attain the 4% goal of household participation.

## 10. DELEGATION OF AUTHORITY

The Board of Supervisors delegates all CoHHW Program management to the Consumer and Environmental Protection Agency. The Director of the Consumer and Environmental Protection Agency has the authority to execute all vendor contracts necessary to operate the program, to execute any necessary license agreements, to add additional HHW services provided on a cost recovery basis, to amend any contracts or agreements, and to terminate any contracts or agreements. All contracts, agreements, and amendments shall first be approved by County Counsel as to form and legality and the Office of the County Executive.

## 11. TEMPORARY HHW EVENTS

COUNTY shall conduct HHW Events at various sites located in Santa Clara County. COUNTY shall obtain all necessary permits and licenses required for the Temporary HHW Events and shall provide or contract for the services of properly trained, qualified personnel and hazardous waste haulers, and shall provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at the Temporary HHW Events.

## 12. HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES

COUNTY shall conduct collection operations at two County Household Hazardous Waste Collection Facilities (CoHHWCF).

The CoHHWCFs are located at:

- ***San Martin, 13055 Murphy Avenue, San Martin***
- ***San Jose, 1608 Las Plumas, San Jose***

The CoHHWCF will operate a reuse program, offering usable materials to the public at no charge when feasible. The COUNTY shall obtain all necessary permits and

licenses required for the CoHHWCF and shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected.

## 13. SMALL BUSINESS RECYCLING AND DISPOSAL PROGRAM

COUNTY will provide services to accept hazardous waste from Conditionally Exempt Small Quantity Generators (CESQG). A CESQG is defined by federal regulation as a business that generates less than 100 Kilograms (220 lbs.) of hazardous waste or 1 Kilogram (2.2 lbs.) of extremely hazardous waste per month. Eligible businesses within the County will be allowed to bring their hazardous waste to CoHHWCF. This program will not be subsidized by participating jurisdictions. Services to businesses will be provided on a cost recovery basis, which will include program administration, on-site collection, transportation, and disposal costs. COUNTY will assume responsibility for fee collection from participating businesses.

## 14. ABANDONED HOUSEHOLD HAZARDOUS WASTE

The CoHHW Program will allow for the disposal of abandoned HHW by government agencies and nonprofit charitable reusers. Abandoned HHW means HHW left at a property by an unknown party. Abandoned household hazardous waste does not include waste generated by a known organization or agency in the course of normal business operations such as, but not limited to, the assembly or manufacture of products from new or used materials or the provision of charitable services such as classroom education, meal preparation, and shelter, or the provision of services for a fee. Government agencies shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for CESQGs.

## 15. NONPROFIT CHARITABLE REUSER

A Nonprofit Charitable Reuser organization as established in Public Resources Code Section 41904, is a nonprofit as defined in Section 501(c) (3) of the United States Internal Revenue Code, or a distinct operating unit or division of the charitable organization. A Nonprofit Charitable Reuser is further defined as an organization that reuses and recycles donated material and receives more than 50% of its revenues from the handling and sale of those donated goods or materials. In order to qualify as a Nonprofit Charitable Reuser, the business must submit to the COUNTY Director of Environmental Health a request to be so designated. The Director shall review the request and supporting documentation and shall make a final decision on the designation. COUNTY will accept abandoned HHW from Nonprofit Charitable Reusers and will waive disposal fees on the cost of disposal of the abandoned HHW in an annual amount not to exceed funds available from the existing unexpended abandoned waste fund. Funding for disposal available to Nonprofit Charitable Reuser shall be on a first come first serve basis. Once the cost for disposal of the abandoned HHW from Nonprofit Charitable Reusers is equal to the available funds, disposal fees shall no longer be waived, and Nonprofit Charitable Reusers shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for

CESQGs. No additional costs shall be applied to the budget of a participating jurisdiction.

## 16. HOUSEHOLD HAZARDOUS WASTES ACCEPTED

HHW accepted by the CoHHW Program shall be limited to materials as defined in Health and Safety Code Section 25218, as amended from time to time, and include, but are not limited to, automotive fluids, automotive and other types of batteries, latex and oil paint, oil filters, garden chemicals, household cleaners, pool chemicals, mercury thermostats, fluorescent lamps containing mercury, household batteries, e-waste and other common hazardous consumer products.

## 17. WASTES NOT ACCEPTED

Certain hazardous wastes shall not be accepted for collection and disposal. These include, but are not limited to, compressed gas cylinders larger than 5 gallons, radioactive materials, and explosives. Other wastes not accepted by the CoHHW Program are wastes generated as part of operating a business, including a home operated business, except that waste from CESQGs as provided for in Section 13 of this Agreement shall be accepted.

## 18. ADDITIONAL SERVICES UNDER THIS AGREEMENT

CITY may elect to augment funding provided for in this Agreement with CITY funds. Additional services shall be made available upon written agreement between the CITY's authorized representative and the Director of Consumer and Environmental Protection Agency. Additional services may include, but are not limited to, additional appointments (charged at the variable cost per car rate), door-to-door HHW collection, used oil filter collection, universal waste collection, electronic waste collection, and abandoned waste collection.

CITY agrees to augment up to an additional $5,000.00 to the Countywide HHW Program during Fiscal Year 2016 for the purpose of attaining or increasing resident participation above the 4% service level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to pay for the above agreed additional augmentation amount.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30th. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

## 19. INFORMATION AND APPOINTMENT LINE

COUNTY will operate a telephone information and appointment desk Monday through Friday, from the hours of 8:30 a.m. to 4:30 p.m. The information service will register residents for the Temporary HHW Events and the collections at CoHHWCF. The information service will provide information about hazardous household materials. CITY will be notified immediately if resident participation approaches a level of service that may not be supported by available funding.

## 20. SCHEDULING AND SITE SELECTION

COUNTY shall work with CITY to determine the date(s) of Temporary Events and collections at the CoHHWCF. CITY shall coordinate with COUNTY in locating and securing sites for Temporary HHW Events. It is recognized that some of the jurisdictions participating in the CoHHW Program may not have appropriate sites available. A proposed HHW schedule for Fiscal Year 2016 of Temporary Events and collections at CoHHWCF is included as Attachment C. COUNTY will schedule an adequate number of collection days to serve the 4% level of service. The COUNTY determines the adequate number of collection days by tracking attendance at each event.

## 21. OUTSIDE FUNDING

During the term of this agreement, COUNTY will seek outside funding sources to begin services that would supplement existing services such as permanent collection sites, equipment, retail take-back collection and operational funding. If funding is obtained, the Program will, at COUNTY's discretion, proceed with development of additional programs without affecting CITY's available funding allocation.

## 22. REGIONAL GRANT AND OIL PAYMENT PROGRAM PARTICIPATION

The CoHHW Program is hereby given permission by all participating jurisdictions to apply for future grants and the Oil Payment Program, from the California Department of Resources Recycling and Recovery (CalRecycle). The CoHHW Program will act on behalf of all participating jurisdictions, as the lead applicant and administrator. The CoHHW Program will oversee how the moneys are used and work in cooperation with CITY as to how the funds will be spent. Nothing in this section shall preclude a participating jurisdiction from applying for grant funds in any case where the CoHHW Program does not apply.

## 23. EMERGENCY SERVICES

Participating jurisdictions, at their option, may desire to provide residents with convenient emergency opportunities to safely dispose of their HHW in the event of a disaster. The purpose of this emergency planning for HHW is to minimize potential public health and safety impacts, as well as to minimize costs and confusion. Attachment D sets out CITY and COUNTY responsibilities for the collection of

household hazardous wastes in response to an emergency. CITY shall make good faith efforts to provide the public with information related to the problems associated with HHW. Upon the decision to hold an emergency collection event, it is CITY's responsibility to make a good faith effort to prepare and disseminate the necessary outreach to notify the public of an emergency collection event. An emergency collection event shall be initiated by a written request from CITY to COUNTY. Emergency collection events can be scheduled in as little as ten (10) working days of CITY's written request or at an agreed upon date thereafter. The emergency collection plan is set out in Attachment D, Household Hazardous Waste Emergency Collection Plan.

COUNTY agrees to conduct the event at a mutually agreeable site and time. The COUNTY will obtain the necessary permit from the State Department of Toxic Substances Control and will handle wastes in accordance with State law. COUNTY will bill CITY for all emergency events on a cost recovery basis and all payments shall be due COUNTY within thirty days following the receipt of the invoice.

## 24. PRIVATE SPONSORED EVENTS

COUNTY may also secure funding from corporations or agencies to conduct HHW Collection Events for corporate employees and residents of participating jurisdictions and to pay for special programs such as Universal Waste collection at retail locations. The transportation, treatment and disposal liability for nonresident employee participation in these events shall be shared by all participating jurisdictions and the COUNTY, as described in Section 29 of this Agreement. Summary information concerning these corporate sponsored events will be included in the CoHHW Program's annual report to the participating jurisdictions.

## 25. INSURANCE REQUIREMENTS

Contractors who provide hazardous waste transportation, treatment, or disposal services shall have the required insurance as outlined in Attachment E, Exhibit B-2D (revised) Insurance Requirements for Environmental Services Contract. Other contractors shall have insurance in amounts to be determined by COUNTY Insurance Manager, after consultation with CITY. COUNTY shall obtain insurance certificates from each of the contractors prior to the contractor providing service to the program naming the COUNTY as an additional insured.

## 26. WASTE TRACKING AND REPORTING

COUNTY will provide a mid-year report to CITY regarding participation rates from each participating jurisdiction by March 15, 2016. Mid-year and year end reports will outline the types and quantities of waste collected, the amount of waste diverted for reuse or recycling and the waste management method for each waste stream and associated costs for services. COUNTY will prepare a report summarizing program activities which will be delivered to the participating jurisdictions no later than six months after the end of COUNTY's fiscal year.

It will be assumed for cost and reporting purposes that each participating jurisdiction is contributing to the waste stream in proportion to the number of its residents who directly participate.

COUNTY shall take steps to assure that the bi-annual statements to jurisdictions reflect the funds necessary to cover costs for CITY participation in services scheduled during the next quarter.

## 27. PARTICIPATION REPORTING

COUNTY shall employ means necessary to verify the place of residence of all participants in the CoHHW Program.

## 28. HOLD HARMLESS AND INDEMNIFICATION

In lieu of and not withstanding the pro rata risk allocation which might otherwise be imposed between CITY and COUNTY pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead COUNTY and CITY agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other parties under this Agreement.

Additionally, CITY shall indemnify COUNTY for CITY's apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of the household hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. Apportionment for disposal liability shall be determined by each participating jurisdiction's pro rata proportion of household participation in the Program. Apportionment for transportation and treatment liability shall be determined by each participating jurisdiction's pro rata household participation at the event where the waste was generated. COUNTY will use reasonable efforts to obtain recovery from all available resources, including insurance, of any liable hauler or liable disposal facility operator. No liability shall be apportioned to CITY for transportation, treatment or disposal in any case where COUNTY has contracted for such services and has failed to require the contractor to maintain the insurance requirements set forth in Section 25 above.

CITY shall further indemnify COUNTY for CITY's apportioned share of liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of household hazardous waste at corporate sponsored events

where non-county resident employees of the corporate sponsor are authorized to participate in the event. Liability for the nonresident portion of the disposal of waste shall be shared by the cities and the COUNTY as described above. The nonresident portion shall be determined by calculating the percentage of nonresidents participating in the event. This percentage will then be subtracted from the total liability for the household hazardous waste prior to assessing CITY's apportioned share of any liability for the household hazardous waste.

COUNTY shall require CESQGs and Nonprofit Charitable Reusers to indemnify COUNTY for their apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of their hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. The CESQG and Nonprofit Charitable Reuser portion of the waste shall be determined by calculating the percentage, by weight, of the total household hazardous waste accepted by the CoHHW Program. This percentage will be used to calculate the portion of liability attributed to CESQGs and Nonprofit Charitable Reusers and will be subtracted from the total liability prior to assessing CITY's apportioned share of any liability for household hazardous waste.

**29. TERMINATION**

This Agreement may be terminated by either the COUNTY or CITY upon thirty (30) days written notice given by the terminating party.

**30. TERM OF AGREEMENT**

The term of this Agreement shall be from July 1, 2015 to June 30, 2018, or until all revenue from the last quarter's Fee payments has been distributed, whichever is later.

**31. EXTENSION OF TERM**

This Agreement may be extended for succeeding three-year term if COUNTY and participating jurisdictions so agree in writing.

**32. INDEPENDENT CONTRACTOR**

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

**33. EXECUTION BY COUNTERPART**

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which shall together constitute one and the same instrument.

## 34. CONTROLLING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

## 35. ENTIRE AGREEMENT

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless and until modification is evidenced by writing signed by all parties or their assigned designates.

## 36. NOTICES

All notices and communications herein required shall be in writing to the other party as follows, unless expressly changed in writing:

CITY of Milpitas

City Representative Thomas C. Williams
Representative's Title City Manager
City Address 455 E. Calaveras Blvd.
Milpitas, CA 95035

Santa Clara County

Director
Consumer and Environmental Protection Agency
1553 Berger Drive
San Jose, CA 95112

Attachments:

A Projected Fiscal Years 2016, 2017, and 2018 AB939 HHW Fee Funding Allocation by Jurisdiction
B Estimated HHW Program Fixed Costs for Fiscal Years 2016, 2017, and 2018
C HHW Schedule of Collection Events for Fiscal Year 2016
D Household Hazardous Waste Emergency Collection Plan
E Exhibit B-2D (revised) Insurance Requirements for Environmental Services Contracts

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**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM on the dates as stated below:

"COUNTY"

Dave Cortese, President
Board of Supervisors

Date:_____

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

LYNN REGADANZ Date
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

3/6/15
Michael L. Rossi Date
Deputy County Counsel

"CITY"

CITY/TOWN OF Milpitas,
A municipal corporation

By: _____

Title: City Manager

Date: _____

Attachment A

Projected Fiscal Years 2016, 2017, 2018 AB939 HHW Fee Funding Allocation by Jurisdiction

| Cities | No of Households | 4% of Households | Disposal tonnage | AB939 HHW Fee $2.60 per ton | Fixed Cost $2.47 per HH | SJ Facility $18.06 use surcharge | Variable Cost $68 per car | Discretionary Fund | Estimated Augmentation | Anticipated Participation | Anticipated Particiation at SJ Facility |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Campbell | 17,604 | 704.16 | 32,902.51 | $ 85,546.53 | $ 43,481.88 | $ 6,918.90 | $ 47,882.88 | (12,737.13) | $ 27,618.25 | 923 | 383 |
| Cupertino | 21,037 | 841.48 | 77,298.88 | $ 200,977.09 | $ 51,961.39 | $ - | $ 680.00 | 148,335.70 | | 10 | 0 |
| Gilroy | 15,533 | 621.32 | 37,660.67 | $ 97,917.74 | $ 38,366.51 | $ 420.24 | $ 42,249.76 | 16,881.23 | $ 2,494.24 | 658 | 23 |
| Los Altos | 11,278 | 451.12 | 14,608.06 | $ 37,980.96 | $ 27,856.66 | $ 2,181.82 | $ 30,676.16 | (22,733.68) | $ 66,857.52 | 1,100 | 121 |
| Los Altos Hills | 3,080 | 123.20 | 2,013.30 | $ 5,234.58 | $ 7,607.60 | $ 684.52 | $ 8,377.60 | (11,435.14) | $ 22,165.54 | 281 | 38 |
| Los Gatos | 13,185 | 527.40 | 23,552.12 | $ 61,235.51 | $ 32,566.95 | $ 8,781.31 | $ 35,863.20 | (15,975.94) | $ 56,476.74 | 1,123 | 486 |
| Milpitas | 20,242 | 809.68 | 63,180.22 | $ 164,268.57 | $ 49,997.74 | $ 1,572.97 | $ 55,058.24 | 57,639.62 | | 810 | 87 |
| Monte Sereno | 1,293 | 51.72 | 1,414.16 | $ 3,676.82 | $ 3,193.71 | $ 1,137.78 | $ 3,516.96 | (4,171.63) | $ 10,446.67 | 144 | 63 |
| Morgan Hill | 13,617 | 544.68 | 42,705.11 | $ 111,033.29 | $ 33,633.99 | $ 869.06 | $ 37,038.24 | 39,492.00 | $ 31,505.76 | 1,008 | 48 |
| Mountain View | 34,173 | 1,366.92 | 53,308.92 | $ 138,603.19 | $ 84,407.31 | $ 1,909.97 | $ 92,950.56 | (40,664.64) | $ 61,614.08 | 1,675 | 106 |
| Palo Alto | 28,546 | 0.00 | 41,109.73 | $ 106,885.30 | | $ - | | 106,885.30 | | 0 | |
| San Jose | 323,203 | 12,928.12 | 553,851.57 | $ 1,440,014.08 | $ 798,311.41 | $ 127,789.59 | $ 879,112.16 | (365,199.08) | $ 365,199.08 | 12,928 | 7,076 |
| Santa Clara | 45,770 | 1,830.80 | 135,911.26 | $ 353,369.28 | $ 113,051.90 | $ 4,345.05 | $ 124,494.40 | 111,477.93 | $ 130,029.60 | 3,743 | 241 |
| Saratoga | 11,172 | 446.88 | 17,441.99 | $ 45,349.17 | $ 27,594.84 | $ 5,770.55 | $ 30,387.84 | (18,404.05) | $ 52,684.21 | 951 | 320 |
| Sunnyvale | 56,998 | 2,279.92 | 98,182.53 | $ 255,274.58 | $ 140,785.06 | $ 1,081.28 | $ 155,034.56 | (41,626.32) | $ 231,895.76 | 5,078 | 60 |
| Unincorporated | 18,538 | 741.52 | 31,263.28 | $ 81,284.53 | $ 45,788.86 | $ 7,881.48 | $ 50,423.36 | (22,809.17) | $ 92,609.81 | 1,768 | 436 |
| Total | 635,269 | 24,268.92 | 1,226,404.31 | $ 3,188,651.21 | $ 1,498,605.81 | $ 171,344.50 | $ 1,593,745.92 | (75,045.02) | $ 1,151,597.28 | 32,200 | 9,488 |

Notes: No of HH based on 1/1/14 estimates; Anticipated participation based on FY11 actual participation except for Milpitas & SJ. ( FY11 actual for these 2 cities are below the 4% of HH); Anticipated SJ facility paritication based on FY14 participation at SJ temp events.

ATTACHMENT B

## Estimated HHW Program Fixed Costs for Fiscal Years 2016, 2017, and 2018

| FIXED COST | | |
|---|---|---|
| Staff Salary And Benefits | .5 HMPM,Sr. HMS, 3 HMTs, .8 Acct, Sr MA, .5 AMAA, .5AMAB, .8 OSIII, | $1,048,398 |
| County Admin Overhead | 20% of Salary above | $209,680 |
| County Counsel | | $10,000 |
| Phones and Communications | | $11,000 |
| Facilities Lease Costs | San Jose, Temporary | $172,000 |
| Vehicle Costs | | $25,528 |
| Computers ans software | | $7,000 |
| Office Supplies and postage | | $7,500 |
| Maintenance | | $5,000 |
| Staff Training | | $2,500 |
| **ESTIMATED ANNUAL TOTAL** | | **$1,498,606** |

## ATTACHMENT C: HHW SCHEDULE OF COLLECTION EVENTS FOR FISCAL YEAR 2016

| 2015/Month | Day | Date | Location | Type of Event | County Holidays/ Notes |
|---|---|---|---|---|---|
| July | Saturday | 4 | No Event | No Event | FOURTH OF JULY |
| | Fri,Sat | 10,11 | San Jose | Permanent | |
| | Fri,Sat | 17,18 | San Jose | Permanent | |
| | Saturday | 18 | Sunnyvale | Temporary | |
| | Fri,Sat | 24,25 | San Jose | Permanent | |
| August | Fri,Sat | 31,1 | San Martin | Permanent | |
| | Fri,Sat | 31,1 | San Jose | Permanent | |
| | Fri,Sat | 7,8 | San Jose | Permanent | |
| | Fri,Sat | 14,15 | San Jose | Permanent | |
| | Fri,Sat | 21,22 | San Jose | Permanent | |
| | Fri,Sat | 28,29 | San Jose | Permanent | |
| September | Saturday | 5 | No Event | No Event | LABOR DAY WEEKEND |
| | Fri,Sat | 11,12 | San Jose | Permanent | |
| | Fri,Sat | 18,19 | San Jose | Permanent | |
| | Fri,Sat | 25,26 | San Jose | Permanent | |
| | Saturday | 26 | Santa Clara | Temporary | |
| October | Fri,Sat | 2,3 | San Martin | Permanent | |
| | Fri,Sat | 2,3 | San Jose | Permanent | |
| | Fri,Sat | 9,10 | San Jose | Permanent | |
| | Fri,Sat | 16,17 | San Jose | Permanent | |
| | Saturday | 17 | Sunnyvale | Temporary | |
| | Fri,Sat | 23,24 | San Jose | Permanent | |
| | Fri,Sat | 30,31 | San Jose | Permanent | |
| November | Fri,Sat | 6,7 | San Martin | Permanent | |
| | Fri,Sat | 6,7 | San Jose | Permanent | |
| | Fri,Sat | 13,14 | San Jose | Permanent | |
| | Fri,Sat | 20,21 | San Jose | Permanent | |
| | Saturday | 28 | No Event | No Event | THANKSGIVING |
| December | Fri,Sat | 4,5 | San Martin | Permanent | |
| | Fri,Sat | 4,5 | San Jose | Permanent | |
| | Fri,Sat | 11,12 | San Jose | Permanent | |
| | Fri,Sat | 18,19 | San Jose | Permanent | |
| | Saturday | 26 | No Event | No Event | CHRISTMAS |
| 2016/Jan | Saturday | 2 | No Event | No Event | NEW YEAR |
| | Fri,Sat | 8,9 | San Jose | Permanent | |
| | Fri,Sat | 15,16 | San Jose | Permanent | |
| | Saturday | 16 | Sunnyvale | Temporary | |
| | Fri,Sat | 22,23 | San Jose | Permanent | |
| | Fri,Sat | 29,30 | San Jose | Permanent | |

## ATTACHMENT C: HHW SCHEDULE OF COLLECTION EVENTS FOR FISCAL YEAR 2016-continued

| 2016/Month | Day | Date | Location | Type of Event | County Holidays/ Notes |
|---|---|---|---|---|---|
| February | Fri,Sat | 5,6 | San Martin | Permanent | |
| | Fri,Sat | 5,6 | San Jose | Permanent | |
| | Fri,Sat | 12,13 | San Jose | Permanent | |
| | Fri,Sat | 19,20 | San Jose | Permanent | |
| | Fri,Sat | 26,27 | San Jose | Permanent | |
| March | Fri,Sat | 4,5 | San Martin | Permanent | |
| | Fri,Sat | 4,5 | San Jose | Permanent | |
| | Fri,Sat | 11,12 | San Jose | Permanent | |
| | Fri,Sat | 18,19 | San Jose | Permanent | |
| | Fri,Sat | 25,26 | San Jose | Permanent | |
| April | Fri,Sat | 1,2 | San Martin | Permanent | |
| | Fri,Sat | 1,2 | San Jose | Permanent | |
| | Fri,Sat | 8,9 | San Jose | Permanent | |
| | Saturday | 9 | Los Altos | Temporary | |
| | Fri,Sat | 15,16 | San Jose | Permanent | |
| | Saturday | 16 | Sunnyvale | Temporary | |
| | Fri,Sat | 22,23 | San Jose | Permanent | |
| | Fri,Sat | 29,30 | San Jose | Permanent | |
| | Saturday | 30 | Santa Clara | Temporary | |
| May | Fri,Sat | 6,7 | San Martin | Permanent | |
| | Fri,Sat | 6,7 | San Jose | Permanent | |
| | Fri,Sat | 13,14 | San Jose | Permanent | |
| | Fri,Sat | 20,21 | San Jose | Permanent | |
| | Saturday | 28 | No Event | No Event | MEMORIAL DAY WEEKEND |
| June | Fri,Sat | 3,4 | San Martin | Permanent | |
| | Fri,Sat | 3,4 | San Jose | Permanent | |
| | Fri,Sat | 10,11 | San Jose | Permanent | |
| | Fri,Sat | 17,18 | San Jose | Permanent | |
| | Fri,Sat | 24,25 | San Jose | Permanent | |
| | Saturday | 25 | Milpitas | Temporary | |

*SUBJECT TO CHANGE 12/30/2014

**Attachment D**

# HOUSEHOLD HAZARDOUS WASTE EMERGENCY COLLECTION PLAN

## 1. PURPOSE

The purpose of the Household Hazardous Waste Emergency Collection Plan is to minimize potential public health and safety impacts, as well as to minimize costs and confusion during an emergency or disaster. This Attachment describes the services the County can provide and the responsibilities of each party for the collection of household hazardous wastes (HHW) in response to an emergency as defined by the local jurisdiction.

Jurisdictions should contact local emergency agencies, the Governor's Office of Emergency Services (OES), and the Department of Toxic Substances Control (DTSC) for more specific information on hazardous materials emergency response.

## 2. Timing of HHW

While it is important to have special collection opportunities for disaster-related HHW as soon as possible to avoid illegal disposal or harm to people and/or the environment, having an event or service too soon after a disaster may result in low participation. Sufficient public notification, assessment and monitoring of the disaster, and cleanup process by the City HHW Coordinators is essential.

## 3. Public Information/Notification:

Cities should be prepared to provide the public with information related to the problems associated with HHW along with information about special collection events and services. Upon the decision to hold an emergency collection event, it is the City's responsibility to prepare and deliver the necessary public outreach to notify the public of an upcoming event. A City's public outreach program should evaluate all forms of media including: newspaper ads, posters, flyers, press releases, banners, door-to-door notices, roadside signs, signs on dumpsters, radio public service announcements, and television public access stations. Be aware of communities where multiple language ads will be necessary.

## 4. State HHW Collection Permits

The State Department of Toxic Substances Control (DTSC) is responsible for issuing the necessary state permits for HHW collection facilities. During an emergency, the County will obtain the necessary emergency permit, for special collection of household hazardous waste, from DTSC through their expedited approval process.

## 5. Collection Events

Temporary collection events can be set-up at various sites including parking lots, city maintenance yards, neighborhoods needing service, and at landfills or a centralized location to service larger segments of the population. Waste collected can be transported with the HHW Program's hazardous waste transportation vehicle. In additional, events can be scheduled at the two existing Countywide Household Hazardous Waste Collection Facilities (CoHHWCF). The following options are available to each participating City.

- Neighborhood Drop-off Events: The County is able to provide localized service to specific areas in need of household hazardous waste collection services. The County will work with City Solid Waste Coordinators to conduct coordinated efforts to residents in the affected area. After a specific event, waste will be transported by County staff or a hazardous waste contractor to an appropriate facility.

- Mobile HHW Event: The County conducts Household Hazardous Waste Collection Event (Events) at various sites located in Santa Clara County throughout the year. Events will be expanded to give priority to disaster victims when requested by the City. The County shall obtain all necessary permits and licenses required for the events and shall provide and/or contract for the services of properly trained personnel and hazardous waste haulers. The County shall also provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at events.

- CoHHWCF: The County operates two permitted HHW collection facilities for the collection and storage of HHW. The County shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected at the CoHHWCF.

  The CoHHWCF are located at:
  - ***San Martin, 13055 Murphy Ave, San Martin***
  - ***San Jose, 1608 Las Plumas, San Jose***

## 6. Costs, Documentation, and Reimbursements

Cities will be billed on a cost recovery basis. Costs of emergency events will be tracked and billed separately. Emergency funding applications pending from the State or Federal government for reimbursements in no way relieves the City of responsibility to make timely payment to the County in accordance with the terms of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

The County agrees to provide the City with a detailed accounting of services provided for an emergency collection. Documentation will track the time and materials of staff, outside contractor expenses, and quantities and types of waste collected to demonstrate that the wastes were generated above and beyond existing collection programs.

Services to businesses will be provided on a cost recovery basis and according to Attachment D of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM, which includes program administration, on-site collection, transportation, and disposal costs. The County will assume responsibility for collecting fees from participating businesses.

**7. State and Federal Assistance and Funds**

It is the city's responsibility to pursue reimbursement from State or Federal agencies.

State Office of Emergency Services (OES)

The OES is responsible for requesting assistance on behalf of local jurisdictions for resources beyond the capability of the jurisdiction. State assistance may include assistance available from State, Federal, or private sources. If a local jurisdiction is declared a state disaster area, and the local jurisdiction deems that the needs of the disaster response are beyond its capabilities, then the local jurisdiction can request assistance and reimbursement of costs from OES.

Follow Standardized Emergency Management System (SEMS)

All requests and emergency responses must be in accordance with the SEMS. The State Department of Toxic Substances Control may have funding available for hazardous waste response and collection.

Federal Assistance

If a state disaster area is declared a federal disaster, then federal funding assistance may be available through the State OES. Funding and assistance may be available from Federal agencies such as FEMA and the U.S. EPA.

Damage estimates: The city should provide to the State OES estimates of damages and a "scope of work requested." It is recommended that the local HHW coordinator meet ahead of time with local emergency agencies or State OES contacts regarding the proper procedures and wording of requests for assistance.

Funding Process: The funding process may vary depending on the unique circumstances of the disaster. The process can either be the traditional FEMA reimbursement process, or by direct assistance from EPA.

## REFERENCES

California Integrated Waste Management Board, Integrated Waste Management Disaster Plan: Guidance for local government on disaster debris management, January 1997.

# Emergency Planning Contacts and Personnel

**Primary County Contact:** County of Santa Clara
Consumer and Environmental Protection Agency
Recycling and Waste Reduction Division
Household Hazardous Waste Program
Rob D'Arcy
Recycling and Waste Reduction Division Manager
408-918-1967

**Responsibility:** Coordinate and establish proper collection and disposal methods for household hazardous waste. Assess the need for HHW and CESQG services in consultation with the City and other operations.

**Information and Public Affairs**
2800 Meadowview Road
Sacramento, CA 95832
916/262-1843
916/262-1841 (voice/TDD)

**OES - Coastal Region**
1300 Clay Street, Suite 400
Oakland, CA 94612
510/286-0895
510/286-0877 (voice/TDD)

**CHEMTREC** Emergency number, (800) 424-9300
Non-emergency (800) 262-8200

Chemtrec is a public service established by the Chemical Manufacturers Association. The Center was developed as a resource for obtaining immediate emergency response information to mitigate accidental chemical releases, and as a means for emergency responders to obtain technical assistance from chemical industry product safety specialists, emergency response coordinators, toxicologists, physicians, and other industry experts to safely mitigate incidents involving chemicals.

Attachment E

EXHIBIT B-2D (revised)

# INSURANCE REQUIREMENTS FOR ENVIRONMENTAL SERVICES CONTRACTS

(Hazardous Waste Disposal, Remediation Services, Environmental Consulting, etc.)

## Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

## Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

### A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

   a. Each occurrence - $1,000,000

   b. General aggregate - $2,000,000

   c. Products/Completed Operations aggregate - $2,000,000

   d. Personal Injury - $1,000,000

2. General liability coverage shall include:

   a. Premises and Operations

   b. Products/Completed

   c. Personal Injury liability

   d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

   **Additional Insured Endorsement,** which shall read:

   > "County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

   Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles. Coverage shall include Environmental Impairment Liability Endorsement MCS90 for contracts requiring the transportation of hazardous materials/wastes.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

6. Contractors Pollution Liability Insurance or Pollution Errors and Omissions Liability Insurance

Coverage shall provide a minimum of not less than five million dollars ($5,000,000) per occurrence and aggregate for bodily injury, personal injury, property damage and cleanup costs both on and offsite.

7. Professional Errors and Omissions Liability Insurance (required for contractors providing professional services, such as through a professional engineer, registered geologist, etc.)

a. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per occurrence/aggregate.

b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars ($50,000) per occurrence/event.

c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

8. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or

countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.