

REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY PROPERTY

This Revocable License Agreement (“Agreement”), made and entered into on _____, 20__ (“Effective Date”), is by and between the COUNTY OF SONOMA, a political subdivision of the State of California (“County”), and FARM TO PANTRY, a California non-profit corporation (“Licensee”). County and Licensee are sometimes collectively referred to herein as the “parties” and singularly, a “party.”

R E C I T A L S

WHEREAS, County is the owner of the real property at 310 Mason Street, Healdsburg, CA (APN 002-291-017) (“Property”);

WHEREAS, Licensee has requested to use the Property for its own garden improvements, propagation activities, and food distribution to the public;

WHEREAS, County finds that Licensee’s use of the Property would be in the public interest and would not substantially interfere or conflict with County’s use of the Property; and

WHEREAS, County and Licensee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to Licensee’s development and use of the Property.

NOW, THEREFORE, for valuable consideration, the sufficiency and receipt of which is hereby acknowledged, it is mutually agreed as follows:

A G R E E M E N T

1. **License**. The County hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use that certain County real property described in Section 2 below.
2. **Premises**. Licensee is hereby permitted to use the County owned parcel of real property totaling approximately 16,920 square feet (.38 acres), as depicted in Exhibit A attached hereto and made a part hereof (“Premises”).
3. **Non-exclusive License**. The license herein granted is non-exclusive. County reserves the right to use and allow other use of the Premises including, without limitation, leasing, sub-leasing and granting of additional licenses.
4. **Term**. The term of this Agreement ("Initial Term") shall be five (5) years, commencing on May 1, 2024, and expiring at midnight on April 30, 2029, unless earlier terminated in accordance with Section 21 below.

At the end of the Initial Term, this Agreement shall automatically renew (the "Renewal Term") for a period of five (5) years and subject to all other provisions in this Agreement, unless either party notifies the other in writing at least one hundred eighty (180) days in advance of the end of the Initial Term of that party's decision to terminate this Agreement.

The Initial Term together with the Renewal Term shall constitute the term ("Term") of this Agreement.

5. Consideration. Licensee shall pay the County of Sonoma for the use of said Premises as follows: \$151.00 annually, due upon the commencement date of the Agreement and the anniversary of the commencement date every year thereafter.
6. Use. Licensee's use may use the Premises only for garden development, maintenance, and propagation, and food distribution activities. No other use shall be permitted. The rules and regulations attached hereto as Exhibit B, as well as such rules and regulations as may be adopted by County and provided to Licensee for the safety, care and cleanliness of the Premises and the preservation of good order thereon are hereby expressly made a part hereof, and Licensee hereby agrees to comply with them. Licensee accepts the Premises "as is" and shall be solely responsible, including any cost or expense, for all utilities, maintenance, improvements, repairs, and security as to Licensee's improvements and property and the Premises. Licensee shall be solely responsible for alterations or repairs to the Premises necessitated by the Americans with Disabilities Act or other applicable accessibility codes, regulations, or statute (collectively, "Accessibility Codes"), but only to the extent that such alterations or repairs to the Premises are required to ensure that any public access or accommodation that Licensee allows or conducts at the Premises under this Agreement is fully accessible and compliant with the requirements of the Accessibility Codes.
7. Improvements and Equipment Installation and Operation. Licensee may install affixed equipment and other improvements and make repairs and improvements of such installed equipment and improvements, at its sole cost and expense, subject to the prior written approval of County of the locations and connection methods of such equipment and improvements, such approval not to be unreasonably withheld, conditioned, or delayed. Licensee's use of temporary or movable equipment and improvements on the Premises shall not be subject to County approval. Licensee's equipment and improvements shall be installed, operated and maintained in compliance with all applicable laws, regulations, and development requirements, in good and workmanlike manner, and in accordance with the standards now or hereafter generally employed for similar equipment. In the event the installation, operation or maintenance of said equipment or improvements causes any direct or indirect interference with the operation of County's facilities and equipment, Licensee shall correct said interference, at its sole cost and expense, to the satisfaction of County. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment. Licensee acknowledges that PGE owns and maintains all electrical equipment and lines to the Premises, that Licensee will work directly with PGE on any electrical issues pertaining to the Premises, and that electrical maintenance and repair pertaining to the Premises will not be County's responsibility. Licensee shall install and maintain at Licensee's expense all water lines connecting Premises.

Ownership of Improvements. All fixtures and improvements constructed on the Premises by Licensee, as permitted by this Agreement, shall be owned by Licensee until expiration of the Term or sooner termination of this Agreement. At the option of the County, all fixtures and improvements on the Premises, at the expiration or sooner termination of this Agreement, shall, without compensation to Licensee, become County's property, free and clear of all claims to or against them by Licensee or any third party, and Licensee shall

indemnify County against all liability and loss arising from such claims or from County's exercise of any rights conferred by this Section.

8. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.
9. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.
10. Compliance with Laws. Licensee shall observe and comply at all times with all applicable laws, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting development, improvement, and/or use of the Property, at Licensee's sole cost and expense.
11. Waste; Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance 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; or (iii) any action on the Premises in violation of any laws or ordinances.
12. Inspection. County shall be permitted to enter and inspect the licensed Premises at any and all times, provided that County provides Licensee at least twenty-four (24) hours advance written or verbal notice of its intent to enter and inspect the Premises except in the case of routine maintenance and in case of emergency.
13. Extent of Grant of License. This Agreement and the license herein granted are only in County's proprietary capacity as owner of the Premises, and not in County's governmental or regulatory capacity as to the Premises or the activities thereon. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.
14. Deposit Refund. Licensee agrees that the deposit, if any be required, made upon execution by Licensee of this Agreement shall not be refundable for any reason unless County, in its absolute discretion, determines such a refund in whole or in part, to be warranted.
15. Bankruptcy. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the County, immediately terminate.
16. Non-liability of County. County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee's property from any cause except for loss or damage caused by or due to the gross negligence or willful misconduct of County, its officers, agents and employees. Licensee expressly waives all claims against County, its officers, agents, and employees for loss or damage to Licensee's property, unless such property damage is caused by or due to the gross negligence or willful misconduct of County, its officers, agents and employees.

Licensee hereby accepts the Premises (and all improvements, existing conditions, and appurtenances thereon) in its “as-is” physical condition and its “as-is” state of repair. County shall have no obligation to commence, complete, fund, or otherwise be responsible for any improvements, repairs, or maintenance as to the Premises in connection with this Agreement. Licensee's possession of the Premises after the Effective Date shall be deemed conclusive evidence that, as of said date, the Premises are in good order and satisfactory condition and no representations, statements, or warranties, expressed or implied, have been made by or on behalf of County in respect to the Premises, except as expressly stated herein.

17. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, and its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys’ fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage, or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any use, development, or activity at or on the Premises or the County Property by Licensee or by any of its agents, employees, invitees, subtenants, licensees or contractors, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to County’s conduct. If there is a possible obligation to indemnify, Licensee’s duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee’s approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
18. Insurance. With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its subcontractors to maintain insurance as described in Exhibit C attached hereto and made a part hereof.
19. 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 its officers, agents, and employees.
20. Nondiscrimination. In the performance of this Agreement and as to all use of the Property, 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 or disability.
21. Termination. Either party may terminate this Agreement for any reason whatsoever upon one hundred eighty (180) days prior written notice to the other party.
22. License is Personal. The license herein granted is personal to Licensee and no right hereunder or use of the Property (or portion thereof) may be assigned, sublet, or otherwise

transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.

23. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County shall send Licensee a written notice specifying the nature of such breach. Licensee shall have no more than ten (10) business days from the receipt of such notice to cure such breach. If more time is reasonably required for Licensee's performance, then Licensee shall commence performance within such ten (10) business day period and, thereafter, diligently proceed to completion. If Licensee fails to cure or to commence cure within such ten (10) business day period, then County shall have the right to terminate this License immediately by serving Licensee with written notice of termination. This right to terminate shall be cumulative to any other legal right or remedy available to County.
24. 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.
25. License Not a Lease. This Agreement 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. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Except as provided elsewhere in this Agreement, Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.
26. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, with the postage thereon fully prepaid, addressed as follows, or twenty-four (24) hours after transmission of electronic mail to the email addresses specified below:

If to COUNTY: County of Sonoma
Sonoma County Public Infrastructure,
Attn: Real Estate Manager
2300 County Center Drive, Suite A220
Santa Rosa, CA 95403

Phone: 707-565-2550

If to LICENSEE: Farm to Pantry
PO Box 191
Healdsburg, CA 95448
Attn:
Email: gleaning@farmtopantry.org
Phone: 707-955-9898

Either 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 Section 26.

27. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.
28. Surrender and Duty to Remove. At the expiration or sooner termination of this Agreement, County may, at its option, require that Licensee remove from the Premises all or some of the equipment, fixtures and improvements installed by Licensee., at Licensee's sole cost and expense. Should Licensee neglect to restore the Premises to a condition reasonably satisfactory to County, County may perform such work or have the work performed, and Licensee shall reimburse County for all actual costs associated with such work within thirty (30) days of receipt of a statement therefor.
29. General Provisions.
 - 29.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.
 - 29.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement, or understanding pertaining to any such matter shall be effective. This Agreement 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.
 - 29.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
 - 29.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.
 - 29.5 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
 - 29.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement 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 Agreement 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 Agreement. Licensee and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement 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 Agreement.

- 29.7 Relationship. The parties intend by this Agreement 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.
- 29.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. 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.
- 29.9 Certified Access Specialist Disclosure. Pursuant to California Civil Code Section 1938, the subject property has not been inspected by a “Certified Access Specialist” (CASp).

Further, “A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL SAID TERMS AND CONDITIONS.

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

“LICENSEE”: FARM TO PANTRY, a California non-profit corporation

By: _____
Executive Director

“COUNTY”: COUNTY OF SONOMA, a political subdivision of the State of California

By: _____
Johannes Hoevertsz, Director
Sonoma County Public Infrastructure

The Sonoma County Public Infrastructure Director, or his Deputy, is authorized to execute this Agreement, pursuant to the Board of Supervisors’ Summary Action dated _____, 20__.

APPROVED AS TO FORM
FOR COUNTY:

Deputy County Counsel

RECOMMENDED FOR APPROVAL
FOR COUNTY:

Warren Sattler, Real Estate Manager
Sonoma County Public Infrastructure

EXHIBIT A
Premises



EXHIBIT B
RULES AND REGULATIONS

1. Licensee shall be entitled to install its own, permanent sign at the entrance to the Premises, and temporary event signage at the entrance and within the Premises. Licensee shall make reasonable good-faith efforts to ensure that such signage complies with any applicable signage regulations set forth by County and City of Healdsburg (“Signage Regulations”). County shall have the right to request that Licensee remove any signage it deems non-compliant with such Signage Regulations, and upon such request, Licensee and County shall work together in good faith to determine how best to modify or replace such non-compliant signage to render it mutually acceptable. In the event that the parties are unable to come to mutual agreement regarding replacing or modifying Licensee’s existing signage within ten (10) business days, Licensee shall promptly remove such non-compliant signage.
2. The sidewalks, streets, easements, driveways, parking lots, building entrances, and pedestrian walkways shall not be obstructed by Licensee, or used for any purpose other than for ingress to and egress from the Premises.
3. Licensee shall not alter or install any new or additional gates or locks on the Premises.
4. Licensee shall not in any way deface the Premises or any part thereof.
6. Licensee shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the County or other occupants of the building of which the Premises are comprised or are a part by reason of noise, odors and/or vibrations, or interfere in any way with other occupants or those having business therein, nor shall Licensee bring or keep any animals or birds in or about the Premises. Disability assistance animals shall, however, be permitted in the Premises.
7. No cooking shall be done or permitted on the Premises by Licensee nor shall the Premises be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.
8. Licensee shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or other hazardous material, other than standard amounts of personal or commercially used substances or products (e.g. fuel in a vehicle’s fuel tank, batteries in a cell phone, reasonable quantities of herbicide/pesticide products used as directed by the manufacturer, etc.) or use any method of heating or air conditioning other than that supplied by County.
9. County will direct electricians as to where and how telephone and telegraph wires, if any, are to be introduced. No boring or cutting for wires, or trenching or underground pipe installation will be allowed without the consent of County. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of County.
10. County shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Premises of any person. In case of invasion, mob, riot, public

excitement or other commotion, or natural disaster, County reserves the right to prevent access to the Premises during the continuance of the same for the safety of the occupants and protection of property in the Premises.

11. County reserves the right to exclude or expel from the Premises any person who, in the judgment of County, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the Agreement to which these rules and regulations are made a part.
12. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.
13. County shall have the right, exercisable without notice and without liability to Licensee, to change the name and street address of the building of which the Premises are comprised or are a part.
14. County is committed to eliminating synthetic herbicide, insecticide, and fungicide use in all areas and by all departments and contractors to the maximum extent practicable. Any treatments conducted by Licensee shall be made with the goal of removing only the target organism, with pest controls selected and applied in a manner that minimizes risks to human health, beneficial, non-target organisms, water quality, and the environment. Licensee shall to the maximum extent practicable, implement organic or mechanical alternatives to synthetic herbicides, insecticides, and fungicides.

EXHIBIT C
INSURANCE REQUIREMENTS

Licensee shall maintain and require its subcontractors and agents to maintain, during the term of this License Agreement or any extensions of the term, insurance, or self-insurance, as described below.

County reserves the right to review any and all of the required insurance, or self-insurance, policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this License Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance, or self-insurance, at all times during the term of this License Agreement.

Workers Compensation and Employers Liability Insurance

- a.** Required if Licensee has employees as defined by the Labor Code of the State of California.
- b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c.** Employers Liability with minimum limits as required by California law.
- d.** Required Evidence of Insurance:
 - i.** Certificate of Insurance.

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

General Liability Insurance

- a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.

Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.

- b.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. 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.** County of Sonoma, its officers, agents and employees shall be additional insureds for liability arising out of the Licensee's operations or premises rented to Licensee (ISO endorsement CG 20 26 or equivalent).
- d.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- e.** 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.
- f.** Required Evidence of Insurance:
 - i.** Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii.** Certificate of Insurance.

Automobile Liability Insurance

- a.** Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b.** Insurance shall cover 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 License Agreement or any extensions of the term.
- c.** Insurance shall cover hired and non-owned autos.
- d.** Required Evidence of Insurance: Certificate of Insurance.

Increases in Limits of Insurance

County may periodically require higher policy limits if such increased limits are reasonably available in commercial insurance markets.

Documentation

- a.** The Certificate of Insurance must include the following reference: A County-owned parcel known as 310 Mason Street, Healdsburg, CA (APN 002-291-017).
- b.** All required Evidence of Insurance shall be submitted prior to the execution of this License 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: Attn: Real Estate Manager, County of Sonoma General Services Department, 2300 County Center Drive, Suite A200, Santa Rosa, CA 95403.
- 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.

Policy Obligations

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

Material Breach

If Licensee fails to maintain insurance which is required pursuant to this License Agreement, it shall be deemed a material breach of this License Agreement. County, at its sole option, may terminate this License Agreement and obtain damages from Licensee resulting from said breach. Alternatively, County may purchase such required insurance and Licensee shall immediately reimburse County for any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.