

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **Pesticide Disposal Services North Bay Pesticide Disposal Event**

This agreement (“Agreement”), dated as of February 15, 2024 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “COUNTY”), and Clean Harbors Environmental Services, Inc. (hereinafter CONSULTANT”).

### **RECITALS**

WHEREAS, CONTRACTOR represents that it is a duly qualified in the safe disposal of commercial hazardous waste products; and

WHEREAS, in the judgment of the COUNTY, it is necessary and desirable to employ the services of CONTRACTOR to provide pesticide disposal services for the 2024 North Bay Pesticide Disposal Event (“EVENT”). This EVENT is comprised of three counties: Marin, Napa, and Sonoma. The COUNTY has been designated by these counties to serve as the lead county or liaison to facilitate this agreement with CONTRACTOR in furtherance of CONTRACTOR performing the desired services, and all affiliated responsibilities and/or obligations at the EVENT.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### **AGREEMENT**

#### **I. Scope of Services.**

##### **1.1 CONTRACTOR’S Specified Services.**

CONTRACTOR shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter “Scope of Work”), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

##### **1.2 Cooperation With COUNTY.** CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.

1.3 Performance Standard. CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR'S profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONTRACTOR'S work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR'S work is not in accordance with such level of competency and standard of care, COUNTY, in its reasonable discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. CONTRACTOR shall assign only competent personnel to perform work hereunder. In the event that at any time COUNTY, in its reasonable discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform work hereunder, CONTRACTOR shall remove such person or persons immediately upon receiving written notice from COUNTY.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by COUNTY to be key personnel whose services were a material inducement to COUNTY to enter into this Agreement, and without whose services COUNTY would not have entered into this Agreement. CONTRACTOR shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of COUNTY.
- c. In the event that any of CONTRACTOR'S personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of CONTRACTOR'S control, CONTRACTOR shall be responsible for timely provision of adequately qualified replacements.
- d. The COUNTY shall provide an authorized representative ("County Coordinator") at the Site to carry out COUNTY'S responsibilities during the event and to authorize changes to the services. The COUNTY Coordinator must be present at all times during the event and will be responsible for terminating the collection program upon notification by the

CONTRACTOR's Site Chemist that the Contract Limit (as hereinafter defined) has been reached.

- e. The failure by COUNTY Coordinator to terminate the collection program promptly upon notification that the Contract Limit has been reached, or authorization by the COUNTY Coordinator to continue the collection program beyond the Contract Limit, shall obligate the COUNTY to pay CONTRACTOR for all additional labor and material costs, in accordance with the Rates, which exceed the Contract Limit. CONTRACTOR shall not be obligated to accept any service for transportation or disposal after the Contract Limit has been reached. If CONTRACTOR's Site Chemist fails to notify County Coordinator that the limit has been reached, CONTRACTOR will be responsible for all additional labor and materials costs for disposal exceeding the Contract Limit until the County Coordinator is notified.
- f. The COUNTY shall use best efforts to assure that all HHW approved by the COUNTY Coordinator belong to COUNTY residents or other approved persons. The COUNTY further represents and warrants that execution of this Agreement by the signatory below has been duly authorized and is in conformance with applicable provisions of state and local law.

## 2. Payment.

For all services and incidental costs required hereunder, CONTRACTOR shall be paid in accordance with the following terms:

CONTRACTOR shall be paid based on an average per-pound rate for the pesticide/product delivered and the container it is contained in. Liquid container sizes will be no more than 5 gallons and dry formulations no more than 55 pounds. A single average price per pound shall be paid, except for cylinders which are priced and paid by cylinder type as noted below.

Single average price per pound will be \$3.50 with a 10,000 pound minimum per day.

Cylinder pricing is as follows (LCY8):

Cylinder Type	Price	Cylinder Size
Lecture (CYLE)	\$430.00/each	Up to 3" dia. and 13" length or 4" dia. and 10" length
Small (CYSM)	\$620.00/each	Up to 4" dia. and 24" length
Medium (CYME)	\$905.00/each	Up to 12" dia. and 36" length
Large (CYLG)	\$1,425.00/each	Up to 16" dia. and 56" length

All cylinders must be in DOT shippable condition and pass a cylinder inspection.

CONTRACTOR agrees to perform all services described herein for an amount not to exceed \$250,000, regardless of whether CONTRACTOR'S costs are more than anticipated. CONTRACTOR shall not be entitled to any additional payment for any expenses incurred in completion of the services.

COUNTY will provide CONTRACTOR a list of expected grower participants, likely pesticide products to be collected, and approximate quantities of each of those pesticide types. List shall be provided to CONTRACTOR a minimum of two weeks prior to the start of the event.

Upon completion of the work, CONTRACTOR shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the COUNTY for services performed. Payment terms shall be net fifteen (15) days from the date of invoice. Payments shall be made only upon the satisfactory completion of the services as determined by the COUNTY.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the COUNTY shall withhold seven percent of the income paid to CONTRACTOR for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if CONTRACTOR does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If CONTRACTOR does not qualify, COUNTY requires that a completed and signed Form 587 be provided by the CONTRACTOR in order for payments to be made. If CONTRACTOR is qualified, then the COUNTY requires a completed Form 590. Forms 587 and 590 remain invalid for the duration of the Agreement provided there is no material change in facts. By signing either form, the CONTRACTOR agrees to promptly notify the COUNTY of any changes in the facts. Forms should be sent to the COUNTY pursuant to Article 12. To reduce the amount withheld, CONTRACTOR has the option to provide COUNTY with either a full or partial waiver from the State of California.

### **3. Term of Agreement.**

The term of this Agreement shall be from "Effective Date" to December 31, 2024, unless terminated earlier in accordance with the provisions of Article 4 below.

#### **4. Termination.**

- 4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, COUNTY shall have the right, in its sole discretion, to terminate this Agreement by giving 10 days written notice to CONSULTANT.
- 4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should CONTRACTOR fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, COUNTY may immediately terminate this Agreement by giving CONTRACTOR written notice of such termination, stating the reason for termination.
- 4.3 Delivery of Work Product and Final Payment Upon Termination.  
In the event of termination, CONSULTANT, within 14 days following the date of termination, shall deliver to COUNTY all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by CONTRACTOR or CONTRACTOR'S subcontractors, consultants, and other agents in connection with this Agreement and shall submit to COUNTY an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 4.4 Payment Upon Termination. Upon termination of this Agreement by COUNTY, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by CONTRACTOR bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, CONTRACTOR shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if COUNTY terminates the Agreement for cause pursuant to Section 4.2, COUNTY shall deduct from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreement by CONSULTANT.
- 4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the COUNTY. In addition, the Purchasing Agent or Agriculture/Weights & Measures Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the COUNTY.

#### **5. Indemnification.**

CONTRACTOR agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including CONSULTANT, that arise out of, pertain to, or relate to CONTRACTOR'S or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. CONTRACTOR agrees to provide a complete defense for any claim or action brought against COUNTY based upon a claim relating to such CONTRACTOR'S or its agents', employees', contractors', subcontractors', or invitees' willful or negligent performance or breach under this Agreement. CONTRACTOR'S obligations under this Section apply whether or not there is concurrent or contributory negligence on COUNTY'S part, but to the extent required by law, excluding liability due to COUNTY'S conduct. COUNTY shall have the right to select its legal counsel at CONTRACTOR'S expense, subject to CONTRACTOR'S approval, which 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 CONTRACTOR or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

#### **6. Insurance.**

With respect to performance of work under this Agreement, CONTRACTOR shall maintain and shall require all its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit "B", which is attached hereto and incorporated herein by this reference.

#### **7. Prosecution of Work.**

The execution of this Agreement shall constitute CONTRACTOR'S authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for CONTRACTOR'S performance of this Agreement shall be extended by a number of days equal to the number of days CONTRACTOR has been delayed.

#### **8. Extra or Changed Work.**

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority

of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of CONTRACTOR to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter CONTRACTOR shall be entitled to no compensation whatsoever for the performance of such work. CONTRACTOR further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the COUNTY.

## **9. Representations of Consultant.**

- 9.1 Standard of Care. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONTRACTOR'S work by COUNTY shall not operate as a waiver or release.
- 9.2 Status of Consultant. The parties intend that CONSULTANT, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of COUNTY and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits COUNTY provides its employees. In the event COUNTY exercises its right to terminate this Agreement pursuant to Article 4, above, CONTRACTOR expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 9.3 No Suspension or Debarment. CONTRACTOR warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. CONTRACTOR also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the CONTRACTOR becomes debarred, CONTRACTOR has the obligation to inform the COUNTY.
- 9.4 Taxes. CONTRACTOR agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY

harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONTRACTOR'S failure to pay, when due, all such taxes and obligations. In case COUNTY is audited for compliance regarding any withholding or other applicable taxes, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes on these earnings.

- 9.5 Records Maintenance. CONTRACTOR shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to COUNTY for inspection at any reasonable time. CONTRACTOR shall maintain such records for a period of four (4) years following completion of work hereunder.
- 9.6 Conflict of Interest. CONTRACTOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by COUNTY, CONTRACTOR shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with COUNTY disclosing CONTRACTOR'S or such other person's financial interests.
- 9.7 Statutory Compliance/Living Wage Ordinance. CONTRACTOR agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, CONTRACTOR expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 9.8 Nondiscrimination. Without limiting any other provision hereunder, CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the COUNTY'S Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

- 9.9 AIDS Discrimination. CONTRACTOR agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 9.10 Assignment of Rights. CONTRACTOR assigns to COUNTY all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by CONTRACTOR in connection with this Agreement. CONTRACTOR agrees to take such actions as are necessary to protect the rights assigned to COUNTY in this Agreement, and to refrain from taking any action which would impair those rights. CONTRACTOR'S responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as COUNTY may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of COUNTY. CONTRACTOR shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of COUNTY.
- 9.11 Ownership and Disclosure of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by CONTRACTOR or CONTRACTOR's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of COUNTY. CONTRACTOR shall deliver such materials to COUNTY upon request in their final form and format. Such materials shall be and will remain the property of COUNTY without restriction or limitation. Document drafts, notes, and emails of the CONTRACTOR and CONTRACTOR's subcontractors, consultants, and other agents shall remain the property of those persons or entities.
- 9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of CONSULTANT.

## **10. Demand for Assurance.**

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due

performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits COUNTY'S right to terminate this Agreement pursuant to Article 4.

**11. Assignment and Delegation.**

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented, which consent shall not be unreasonably withheld.

**12. Method and Place of Giving Notice, Submitting Bills and Making Payments.**

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail, courier service, or email. Notices, bills, and payments shall be addressed as follows:

TO COUNTY: County of Sonoma  
Department of Agriculture/Weights & Measures  
ATTN: Collene Hoaglin  
133 Aviation Blvd., Suite 110  
Santa Rosa, CA 95403  
(707) 565-2371 – Phone  
(707) 565-3850 – Fax  
[sonomaag@sonoma-county.org](mailto:sonomaag@sonoma-county.org) – Email

TO CONSULTANT: Clean Harbors Environmental Services, Inc.  
ATTN: Sandra Stanford  
42 Longwater Drive  
Norwell, MA 02061  
(408) 921-8213 – Phone  
[stanford.sandra@cleanharbors.com](mailto:stanford.sandra@cleanharbors.com) – Email

When a notice, bill or payment is given by a generally recognized delivery method, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5:00 p.m. (recipient's time). In all other

instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

### **13. Miscellaneous Provisions.**

13.1 No Waiver of Breach. The waiver by COUNTY of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. CONTRACTOR 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. CONTRACTOR and COUNTY acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 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.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

- 13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 13.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.
- 13.10 Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

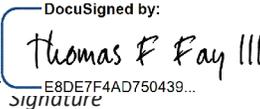
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**CONSULTANT:**

Clean Harbors Environmental Services, Inc.

**COUNTY:**

County of Sonoma

By:  \_\_\_\_\_  
DocuSigned by:  
E8DE7F4AD750439...  
signature  
 Thomas F Fay III  
 \_\_\_\_\_  
*Name*  
 District VP N California  
 \_\_\_\_\_  
*Title*  
 3/13/2024  
 \_\_\_\_\_  
*Date*

By: \_\_\_\_\_  
*Signature*  
 Andrew F. Smith  
 \_\_\_\_\_  
*Department Director Name*  
 Agricultural Commissioner/Sealer  
 \_\_\_\_\_  
*Title*  
 \_\_\_\_\_  
*Date*

**CERTIFICATES OF INSURANCE REVIEWED,  
ON FILE, AND APPROVED AS TO  
SUBSTANCE FOR COUNTY:**

By: \_\_\_\_\_  
*Department Director or Designee*  
 \_\_\_\_\_  
*Date*

**APPROVED AS TO FORM FOR COUNTY:**

By: \_\_\_\_\_  
*County Counsel*  
 \_\_\_\_\_  
*Date*

## **Professional Services Agreement**

### **Clean Harbors Environmental Services, Inc.**

#### **SCOPE OF WORK**

##### **PROJECT APPROACH**

Clean Harbors uses a well thought out plan to ensure project completion is environmentally sound manner, while also being completed in a timely and cost-effective manner. This step by step plan, detailed below contains the following components:

- ❖ Pre-Event Coordination
- ❖ Site Set-up
- ❖ Site Safety Meeting
- ❖ Receipt of Unusable Pesticide Waste
- ❖ Sorting and Packaging
- ❖ Manifesting and Labeling
- ❖ Demobilization and Site Restoration
- ❖ Transportation Off-Site

This planning is essential for the safe and compliant completion of each event, and Clean Harbors prepares a site specific Health and Safety plan each and every time.

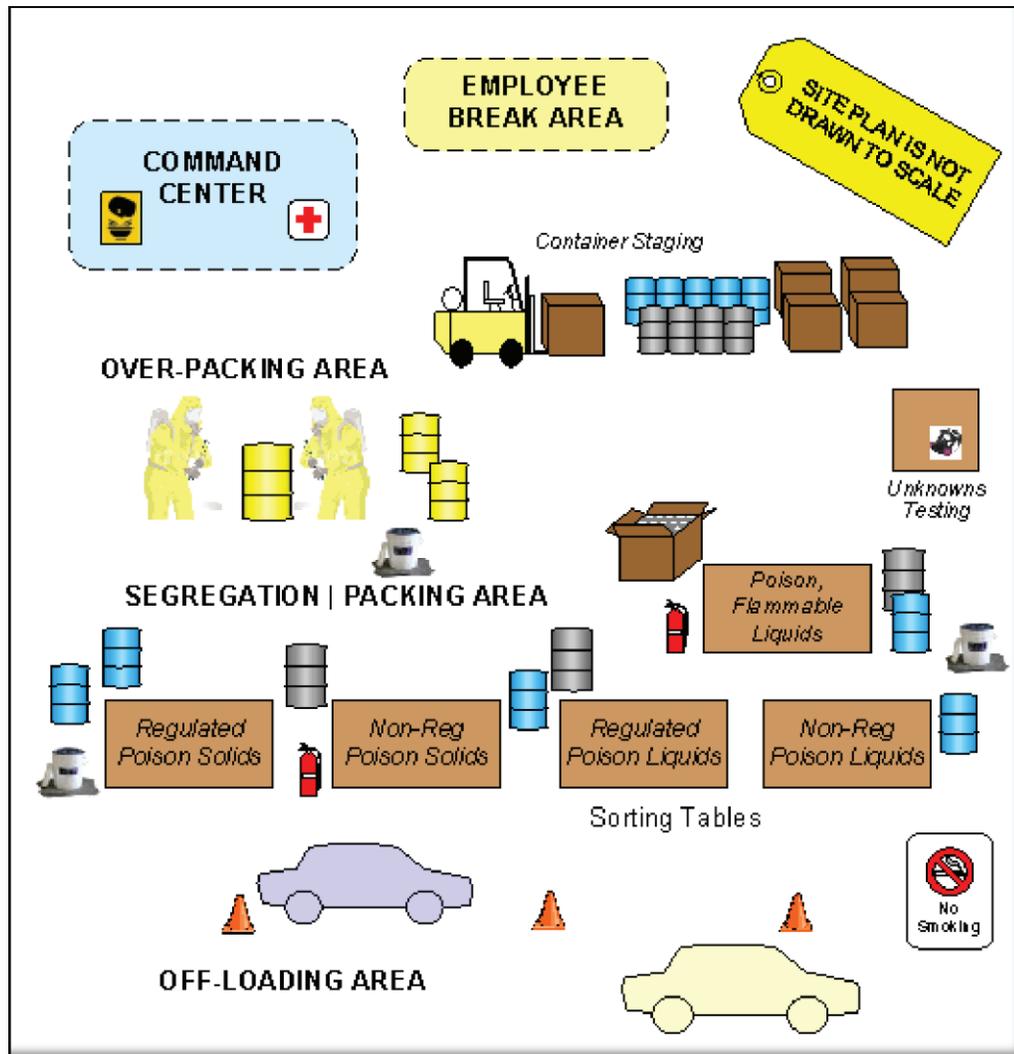
##### **CLEAN HARBORS' LOGISTICAL APPROACH**

###### **Pre-Event Coordination**

Prior to the scheduled collection events, Clean Harbors will meet with County representatives to finalize the site-specific Health and Safety Plan, site layouts and other activities associated with the events.

###### **Site Set-Up**

Through experience, Clean Harbors has designed a generic basic site layout (illustrated below) that can be modified to accommodate all areas selected for use as a pesticide waste collection event site.



In addition to a table dedicated for “unknowns” testing, the setup also contains designated areas for health and safety equipment, employee breaks, and pre-event meetings.

At a minimum, the following activities will be performed by Clean Harbors’ personnel to prepare the collection event site for receiving pesticide waste:

- Seal all storm drains
- Lay poly sheeting (Visqueen – minimum 8 mil thickness) in locations where waste will be handled, except in vehicle lanes
- Set-up work tables by placing plywood on top of 55-gallon drums
- Label sorting tables as “Regulated Poison Solids,” “Non-Regulated Poison Solids,” “Regulated Poison Liquids,” “Non-Regulated Poison Liquids,” and “Poison, Flammable Liquids.”
- Determine wind direction and evacuation routes

- Designate emergency and spill equipment stations
- Designate a “decontamination area” and set-up decontamination equipment
- Restrict unauthorized access to the collection and waste handling areas with caution tape
- If not under shelter, set up tents over waste staging and/or packing areas
- Post “Entrance,” “Exit,” “Evacuation Points,” “Instructional,” and “No Smoking” signage
- Ensure that signage is legible from 25 feet away
- Ensure all safety and fire-suppression equipment is functional
- Ensure first-aid kit(s) is stocked and easily available
- Ensure adequate aisle space in work areas
- Ensure the site has been properly set-up, correct any deficiencies identified prior to opening
- Perform the Site Safety Meeting

Foul weather gear and protective canopies are standard equipment for pesticide waste collection event planning. However, Clean Harbors reserves the right to stop a collection event at any time if unsafe / dangerous weather conditions develop.

### **Site Safety Meeting**

After site setup, the Project Manager will conduct a Site Safety Meeting. The purpose of this meeting is to ensure that each crew member is aware of the following:

- Requirements of Site-Specific Health and Safety Plan | Operations Procedures;
- Each person’s role at the pesticide waste collection event;
- The location of safety equipment;
- Contingency plans;
- Acceptable and unacceptable wastes;
- Chemical / physical hazards associated with the wastes and collection activities;
- Symptoms of pesticide exposure and appropriate first aid;
- Personal protective equipment (“PPE”) requirements; and
- Safety precautions / safe work practices.

The Site Safety Meeting is required attendance not only for Clean Harbors' employees, but any other personnel as well that will be onsite for the event (e.g. state or local officials, volunteers, EPA, etc.). At the end of the meeting, all attendees will be required to sign off on the "Site Safety Meeting Checklist." This will be used by the Project Manager to document the meeting. Any Clean Harbors' employees whose names are not signed off on this sheet will not be paid for the work.

### **Receipt of Unusable Pesticide Waste**

When a vehicle enters the off-loading area, the participant will be instructed to turn the engine off and remain in their vehicle. Clean Harbors' personnel will inspect the waste at the participant's vehicle before removal. If deemed acceptable, the materials will be unloaded from passenger vehicles. All containers will be checked for labels and participants will be asked to confirm contents.

If there is no label but the participant can identify the container's contents then the identity will be written on the container with indelible marker. Carrying trays or carts may be used to transport the waste containers from the vehicles to the segregating tables.

In the event a participant has an excessive amount of pesticide waste (i.e. greater than 1,000 pounds), an County representative will be advised. The excessive waste shall only be accepted per his or her approval.

### **Sorting and Packaging**

As was hinted at previously under the mobilization description, pesticide wastes shall be sorted into the following primary categories: "Regulated Poison Solids," "Non-Regulated Poison Solids," "Regulated Poison Liquids," "Non-Regulated Poison Liquids," and "Poison, Flammable Liquids."

Clean Harbors will package the pesticide wastes according to DOT and Company Guidelines; using the most economical size container in relation to the volume of materials being disposed as a cost savings to the event sponsor organizations. In certain cases, pesticides shall be profiled and packaged into cubic yard boxes instead of lab packed into drums.

Unidentified containers will be fingerprint-tested in the area designated for unknowns. "Unidentified" is defined as an un-labeled container that the resident has some knowledge of the identity of the contents. If the resident has no knowledge whatsoever of the inner contents, then the container in question will not be accepted.

Clean Harbors has specially trained chemists to perform unknown characterizations on-site using a variety of analytical test methods. Chemists must pass Clean Harbors' Unknowns Training with a score of 80% or higher before they are allowed to perform a fingerprint analysis.

Chemists will perform quantitative and qualitative tests on unidentified containers to determine whether the compound is acidic, basic, water reactive, a cyanide compound, a sulfide compound, an oxidizing agent or a combination of hazards. Chemicals with similar hazards will be packaged together.

Containers received that are leaking or damaged shall be placed in the Over-Packing Area instead of onto a sorting table. At the end of the collection, two of our crewmembers will don appropriate personal protective equipment (“PPE”) and over-pack these containers per Clean Harbors’ packaging guidelines. To help reduce dust generation, a spray bottle of water amended with a small amount of detergent additive will be available for wetting solid pesticides.

### **Manifesting and Labeling**

Using a laptop computer and our proprietary software, Clean Harbors will electronically prepare all shipping paperwork in accordance with Federal, State and Local regulations. Paperwork includes manifests, bills of lading, packing lists, land disposal restriction forms (when applicable) and container labels.

Our chemists will assign a unique number to each lab pack container. As a drum is being packaged, the contents will be entered into the computer program. Once the container is full, this data is then used to generate and print a packing list and waste label that will be attached to the drum, along with the appropriate U.S. DOT diamond marking(s). Cubic yard boxes will be marked with diamond placards instead of markings, per 49 CFR standards.

After the containers are entered in the system, manifested, and appropriately marked, Clean Harbors’ employees will then load them onto the truck.

### **Demobilization and Site Restoration**

Prior to leaving a Pesticide Waste Collection Event, the following activities will be performed:

- Verify all waste has been properly packed
- Review lab-pack drum inventories for compatibility
- Check drums for proper markings and labels and accumulation dates
- Check drum inventory sheets
- Ensure drums are free and clean of contamination
- Check that drum rings and bungs are secure
- Count all drums prior to loading
- Make sure manifests / bills of lading are completed and signed
- Include all proper variances with manifests
- Place proper placards on truck prior to transport and check against manifest
- Load all equipment and supplies
- Complete all upkeep and housekeeping
- Sign out all employees

- Remove all waste from the site after event is terminated
- Ensure that site is at its pre-collection day condition

### **Transportation Off-Site**

All waste shall be removed from the collection site when Clean Harbors finishes restoring the site. After leaving the collection event site, all containers shall be transported directly to Clean Harbors' TSDf. Here all waste that is manifested to Aragonite will go through the appropriate QA/QC procedures as required by the Facility's permit prior to receiving the waste. Any containers that are manifested to another disposal facility shall be placed into storage at for no more than ten days, before later being loaded onto another truck and transported to their destined disposal site.

After the containers are received at their designated disposal facility, each shipping document will be signed at the bottom of the first page (or each page if State regulations prohibit the use of manifest continuation sheets). The entire document will be scanned to create an electronic copy, and then the signed original hard copy will be mailed to the County's designated representative.

Clean Harbors creates electronic copies of all manifests, worksheets, weight tickets, and other related documents using through the use of our Document Imaging and Retrieval System. Scanned images are indexed for real-time viewing and updating via Clean Harbors Online Services; and linked to Waste Tracking Reports.

Anytime County personnel need an additional copy of a signed manifest, one can easily be downloaded from our website and printed within seconds

### **DISPOSAL | TREATMENT FACILITIES**

The following treatment, storage, and disposal facilities ("TSDf's") may be utilized by Clean Harbors to incinerate unusable pesticides collected from the North Bay Pesticide Disposal Program. Copies of licenses, permits, etc. for these facilities shall be provided upon request. Please note that the compliance history for each TSDf will be provided upon request.

#### CLEAN HARBORS ARAGONITE, LLC

11600 North Aptus Road  
Aragonite, Utah 84022  
435.884.8100  
UTD981552177

#### CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

2247 South Highway 71  
Kimball, Nebraska 69145  
308.235.4012  
NED981723513

#### CLEAN HARBORS EL DORADO, LLC

309 American Circle  
El Dorado, Arkansas 71730  
870.863.7173

ARD069748192

CLEAN HARBORS DEER PARK, LLC  
2027 Independence Parkway South  
La Porte, Texas 77571  
281.930.2300  
TXD055141378

Clean Harbors reserves the right to update this list at any time with additional Company-approved disposal facilities.

#### **IV. COST OF SERVICE**

## North Bay Pesticide Disposal Event

### REQUEST FOR PROPOSAL NO.

### Pricing Response Sheet

Submitting Organization: Clean Harbors Environmental Services, Inc.

Mailing Address: 42 Longwater Drive

Norwell, MA 02061

Contact Person: Sandra Stanford

Phone Number: 408.921.8213

E-Mail: stanford.sandra@cleanharbors.com

The pricing should be based on an average per-pound rate for the pesticide/product delivered and the container it is contained in. Liquid container sizes will be no more than 5 gallons and dry formulations no more than 55 pounds. The Sonoma County Department of Agriculture will provide the contractor with a list of expected grower participants, likely pesticide products to be collected and approximate quantities of each of those pesticide types. This list will be provided to the contractor at a minimum of two weeks prior to the start of the event. A single average price per pound is preferred however a small list of individual prices per type may be considered.

Single average price per pound will be \$ 3.50 with a 10,000 pound minimum per day.  
Please see attached cylinder pricing.

If multiple prices are submitted, please attach list with pricing for each.

**Cylinder pricing is as followed (LCY8):**

CYLE = \$430.00/each  
CYSM = \$620.00/each  
CYME = \$905.00/each  
CYLG = \$1,425.00/each

<b>Cylinder Sizes</b>	
Lecture (CYLE) -	Up to 3” dia. and 13” length or 4” dia. and 10” length
Small (CYSM) -	Up to 4” dia. and 24” length
Medium (CYME) -	Up to 12” dia. and 36” length
Large (CYLG) -	Up to 16” dia. and 56” length

All cylinders must be in DOT shippable condition and pass a cylinder inspection.

**V. SUBCONTRACTORS**

Clean Harbors does not anticipate the need for subcontractors to complete this scope of work. Should the need to utilize a subcontractor arise, Clean Harbors will inform the County.

## EXHIBIT B

### PROFESSIONAL SERVICES AGREEMENT

Clean Harbors Environmental Services, Inc.

#### INSURANCE REQUIREMENTS

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County and a Notice to Proceed has been issued. Any requirement for insurance to be maintained after completion of the Work shall survive the Agreement.

County reserves the right to review any and all of the required 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 Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

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

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

#### 2. 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.
- b. Limits: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial

Umbrella Liability Insurance. Insurance shall be continued for one (1) year after completion of the Work.

- c. County of Sonoma shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. Additional insured status shall continue for one (1) year after completion of the Work under this Agreement.
- 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 definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard(broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- 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 the additional insureds and Contractor 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;
  - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
  - iii. Certificate of Insurance.

### 3. Automobile Liability Insurance

- a. Limit: \$2,000,000 combined single limit per accident.
- b. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- c. Insurance shall cover all owned, hired and non-owned autos.
- d. The policy shall include an MCS-90 endorsement if required by the Motor Carrier

Act of 1980.

- e. The policy shall include a Pollution Liability endorsement (ISO form CA 99 48 or equivalent).
- f. The County of Sonoma, its officers, agents and employees shall be defined as insureds under the policy or shall be endorsed as additional insureds.
- g. Required Evidence of Insurance:
  - i. Copy of the endorsement or policy language indicating that County is an insured;
  - ii. Copy of the MCS-90 endorsement if required;
  - iii. Copy of pollution liability endorsement; and
  - iv. Certificate of Insurance.

#### 4. Contractors Pollution Liability Insurance

- a. Limits: \$5,000,000 per pollution incident; \$5,000,000 annual aggregate.
- b. The insurance shall cover:
  - i. bodily injury, sickness, disease, sustained by any person, including death;
  - ii. property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
  - iii. cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
  - iv. defense costs, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims; and
  - v. liability assumed by Contractor under a written contract or agreement.
- 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 endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. Additional insured status shall continue for one (1) year after completion of the Work.
- f. 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.
- g. The policy shall cover inter-insured suits between the Contractor and the additional insureds and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
  - i. Additional insured endorsement or policy language granting additional insured status;
  - ii. Copy of the endorsement or policy language indicating that Insurance is primary and non-contributory; and
  - iii. Certificate of Insurance including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the policy retroactive date.

## 5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

## 6. Documentation

- a. The Certificate of Insurance must include the following reference: North Bay Pesticide Disposal Event.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor 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.
- 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. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are 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, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

## **7. Policy Obligations**

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

## **8. Material Breach**

If Contractor fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.