Exhibit A

License Agreement

This Agreement, made and entered into on [insert date], 2016, by and between the CITY OF SONOMA, a municipal corporation, organized and existing under and by virtue of the laws of the State of California ("City"), and the SONOMA COUNTY WATER AGENCY, body corporate and politic, organized and existing under and by virtue of the laws of the State Of California ("Water Agency").

RECITALS

WHEREAS, City is the owner of certain real property situated within the corporate limits of the City of Sonoma, County of Sonoma, State of California commonly known as the Sonoma Reservoir Site (hereafter referred to as the "City’s Property"), and being more particularly described as follows,

Real property described in that certain Deed recorded July 25, 1933 in Book 346 of Official Records, beginning at Page 76, Sonoma County Records, and

WHEREAS, City has consented to and granted permission to the Water Agency, to construct water transmission facilities and infrastructure, water storage facilities (reservoirs), and appurtenances thereto on City’s Property; and

WHEREAS, City has requested the Water Agency to relocate flow meters presently located elsewhere in the City of Sonoma to vault locations on the City’s Property, which are shown on the attached Site Map Attachment 1; and

WHEREAS, Water Agency requires the ownership of said vaults in order to make such modifications or alterations to the vaults as may be required by the Water Agency to comply with the City’s request; and

WHEREAS, the parties desire to clarify the rights of the Water Agency, in and to its use of City’s Property for the water transmission facilities and infrastructure, water storage facilities (reservoirs), and appurtenances that have previously been constructed by the Water Agency on City’s Property, and that are owned by the Water Agency; and

WHEREAS, the Water Agency desires to clarify it shall retain the ownership of all water transmission facilities and infrastructure, water storage facilities (reservoirs), and appurtenances, including said vaults, that it now or in the future places upon on the City’s Property, subject to the terms and conditions herein;

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

Agreement for Ownership and Transfer of Vaults - Sonoma Reservoir Site
AGREEMENT

1. License. City hereby grants the Water Agency, its contractors, agents, and permittees (hereafter referred to as “Licensee”), a License subject to all the terms and conditions of this License Agreement, to use the City’s Property described in Section 2 below for any and all uses described in Section 3 of this License Agreement, and any activities or purposes connected with such uses.

2. Premises. The geographic extent of the terms, conditions and provisions of this License Agreement shall apply to those portions of City’s Property shown for reference on the Site Map, as licensee may from time to time require for any and all uses, activities and purposes provided for in Section 4 below (herein referred to as the “Premises”).

3. Term. The term of this License Agreement shall continue indefinitely, unless earlier terminated in accordance with Section 10 below.

4. Use. Licensee shall be entitled to use the Premises as hereinabove described, for any and all purposes Licensee deems necessary for the continued operation, maintenance, control and security of water transmission facilities and infrastructure, water storage facilities (reservoirs), and appurtenances thereto that have previously been constructed on the Premises, that are now or shall in the future be constructed on the Premises. The uses contemplated herein may include, but are not limited to: accessing, operating, maintaining, removing, replacing, improving, and reconstructing said water transmission facilities and infrastructure, water storage facilities and infrastructure, and appurtenances thereto, and any storage, stockpiling, laydown, staging or placement of materials or equipment required by the Licensee to do so, so long as such activities do not unreasonably interfere with the City’s use of the Premises. Water Agency agrees to coordinate Licensee’s uses and activities of the Premises so as to minimize the impact of Licensee’s uses and activities to the City.
5. **Maintenance of Property.** Licensee shall continue to bear the cost and expense, and continue to be responsible for the maintenance of water transmission facilities and infrastructure, water storage facilities (reservoirs), and appurtenances that have previously been, or shall be in the future be, constructed on the Premises. City shall continue to bear the cost and expense, and continue to be responsible for the maintenance of any facilities or infrastructure and appurtenances now owned by the City, excluding the Vault referenced in the Agreement for Ownership and Transfer of Vaults - Sonoma Reservoir Site (Transfer Agreement), located on the Premises or that may hereafter be constructed on the Premises by the City, and any improvements that City may have made or may make in the future to City's Property. In addition to the uses and privileges described in Section 4, the Licensee shall have the right and privilege under this License Agreement to improve the Premises as the Licensee may from time to time find necessary or convenient for the uses of and activities of the Licensee provided for by this License Agreement. Licensee shall bear the cost of, and be responsible for the repair of any damage to the premises caused by, or arising out of the licensee's uses of the premises described in Section 4 above.

6. **Waste or Nuisance; Water Agency's Rights in Property.** Licensee shall not commit or suffer: (a) any waste or nuisance on the Premises; (b) any action or use of the Premises which interferes or conflicts with the City's, or any authorized person's, use of the Premises; or (c) any action on the Premises in violation of any law or ordinance. Except as otherwise provided in this License Agreement, Licensee shall not undertake or permit any activity or use on the Premises that is inconsistent with the purpose of this License Agreement.

7. **Indemnification.** City and its officers, agents, and employees shall not be liable to Licensee or any third party for any injury, loss, or damage arising out of or in connection with the license granted herein. Licensee agrees to defend, indemnify, hold harmless, and release City, and its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses to the extent caused by Licensee's negligence or willful misconduct in the use of the Premises, but excluding liability due to the negligence or willful misconduct of City.

8. **Insurance.** The parties acknowledge that Licensee is self-insured. If Licensee hires one or more contractors to perform work on its behalf on City's Property, it shall require those contractors to have insurance as described below.

8.1. **Insurance Requirements of Contractors.** With respect to the construction, operation and maintenance of any improvements, Licensee shall require all of its contractors, subcontractors, consultants, and other agents to maintain insurance as required by Licensee's Risk Manager. Such insurance shall include: (a) workers' compensation insurance with statutory limits as required by the Labor Code of the State of California; (b) commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount not less than Two Million Dollars ($2,000,000) limit for each occurrence; and (c) automobile liability insurance covering bodily injury and
property damage in an amount no less than One Million Dollars ($1,000,000) combined single limit for each accident.

9. Termination. Licensor and Licensee may terminate this License Agreement for any reason whatsoever upon mutual agreement.

10. Notice. Any notice required or permitted to be given under this License 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, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to Licensee: John Monaghan
Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95406

If to City: Sonoma City Hall
1 The Plaza
Sonoma, CA 95476

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 10.

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


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

12.2. Incorporation of Prior Agreements; Amendments. This License 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 License 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.

12.3. Binding Effect; Choice of Law. This License Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This License Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this License Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
12.4. **No Third Party Beneficiaries.** Nothing contained in this License Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

12.5. **Construction of License Agreement; Severability.** To the extent allowed by law, the provisions in this License Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. City and Licensee agree that in the event any provision in this License 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 License Agreement. City and Licensee acknowledge that they have each contributed to the making of this License Agreement and that, in the event of a dispute over the interpretation of this License Agreement, the language of the License Agreement will not be construed against one party in favor of the other. City and Licensee further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this License Agreement.

12.6. **Relationship.** The parties intend by this License Agreement to establish the relationship of City 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.

12.7. **Captions.** The captions in this License Agreement are for convenience only and are not a part of this License 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.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

TW 15/16-083

Reviewed as to substance:

By: __________________________
Water Agency General Manager

Approved as to form for Licensee:

By: __________________________
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with
Water Agency

Date/TW Initials: 3/21/16 BPA

Sonoma County Water Agency

By: __________________________
Chair, Board of Directors

Date: __________________________

Attest:

By: __________________________
Clerk of the Board

City of Sonoma

By: __________________________
Carol Giovannatto
(Please print name here)

Title: City Manager

Date: 5/13/2016
Attachment 1
Site Map