

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement is entered into as of January 29, 2018 between STATE OF CALIFORNIA, DEPARTMENT OF DEVELOPMENTAL SERVICES, PORTERVILLE DEVELOPMENTAL CENTER (LICENSEE) and COUNTY OF TULARE (COUNTY) with reference to the following:

- a. The Parties entered into Tulare County License Agreement No. 23860 on December 9, 2008 pertaining to the utilization of real property located at 1225 South "O" Street, City of Tulare, consisting of use of the autopsy suite as needed.
- b. The Parties now desire to renegotiate the fee for use of the facility and COUNTY staff time;

ACCORDINGLY IT IS AGREED as follows:

1. Paragraph 3 of Tulare County License Agreement No. 23860 is amended as of the date this First Amendment to License Agreement is entered into to read, in full, as follows: LICENSEE shall pay to COUNTY a rental fee of THREE HUNDRED AND FIFTY DOLLARS (\$350.00) per hour for the utilization of the Morgue facility for any and all hours needed to perform each autopsy. The LICENSEE shall be billed by COUNTY for any and all billable hours at the rate of THREE HUNDRED AND FIFTY DOLLARS (\$350.00) per hour. The rental fee shall be reviewed annually and renegotiated should the cost exceed the agreement amount.
2. Paragraph 5 of Tulare County License Agreement 23860 is amended as of the date of this First Amendment to License Agreement is entered into to read, in full, as follows: INSURANCE: LICENSEE shall file with the Clerk of the Board of Supervisors evidence of the insurance as set forth in Exhibit A attached, which outlines the minimum scope, specifications, and limits of insurance required under this License Agreement. Additional insured endorsements required as outlined in Exhibit A shall not be used to reduce limits available to County as an additional insured from the LICENSEE's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this License Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage or to provide evidence of renewal, may be considered a material breach of this License Agreement.
3. Paragraph 6 of Tulare County License Agreement 23860 is amended as of the date of this First Amendment to License Agreement is entered into to read, in full, as follows: LICENSEE shall bear all costs related to the transportation of the remains to and from the Morgue. COUNTY shall make available an autopsy assistant to assist LICENSEE during the autopsy. LICENSEE shall be responsible to provide and/or contract with outside vendors for a Pathologist, x-rays, toxicology, or any other related items needed to perform the autopsy, at LICENSEE'S cost.

TULARE COUNTY AGREEMENT NO. 23860-A

4. Paragraph 14 of Tulare County License Agreement 23860 is amended as of the date of this First Amendment to License Agreement is entered into to read, in full, as follows: **NOTICE:** Except as may be otherwise required by law, any notice to be give shall be written and shall be either personally delivered, sent by overnight delivery, or sent by first class mail, postage prepaid, return receipt requested, and addressed as follows:

COUNTY: Board of Supervisors, County of Tulare
Administration Building
2800 W. Burrell
Visalia, CA 93291

Copy to: Tulare County General Services
Attn: Property Management
5953 S. Mooney
Visalia, CA 93277

LICENSEE: State of California, Dept. of Developmental
Services
Porterville Developmental Center
26501 Ave. 140
Porterville, CA 93257
Attn: Theresa Billeci, Executive Director

Notice shall be deemed communicated four (4) days from the time of mailing as provided by this section.

5. Except as amended, all other terms and conditions of Tulare County License Agreement No. 23860 shall remain in full force and effect.

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The PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below:

LICENSEE

State of California, Department of Developmental
Services, Porterville Developmental Center

By Theresa Billeci
Theresa Billeci, Executive Director

Date: 1/29/2018

COUNTY

County of Tulare

By Steven Mitchell
Chairman, Board of Supervisors

ATTEST: MICHAEL D. SPATA
County Administrative Officer/
Clerk of the Board of Supervisors

By Maya Bonello, Deputy

Approved as to form: County Counsel

By Jennifer Nielsen, Deputy

#20171564



EXHIBIT A
LICENSE WITH COUNTY AS LICENSOR
INSURANCE REQUIREMENTS

LICENSEE shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the LICENSEE, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single limit per occurrence (occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate applies, either the general aggregate limit shall apply separately to this location or the general aggregate shall be \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. The General Liability and policies must be endorsed and endorsements must be provided to COUNTY reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the LICENSEE including materials, parts, or equipment furnished in connection with such work or operations in the form of an endorsement to the LICENSEE's policy at least as broad as ISO CG 20 10.*
 - b. *For claims related to this lease, the LICENSEE's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteer and shall be at least as broad as ISO CG 20 01 04 13. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the LICENSEE's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.*
 - d. *LICENSEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the LICENSEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LICENSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the LICENSEE, its employees, agents and subcontractors. LICENSEE waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California or may be provided through a qualified program of self-insurance. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the LICENSEE shall file with the Tulare County Board of Supervisors, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.



July 1, 2017

**STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2017 / JUNE 30, 2018**

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

Lynan Graf, CRIS
Associate Risk Analyst
Insurance Services Unit
Phone: (916) 376-5290
Fax: (916) 376-5275
Lynan.graf@dgs.ca.gov