

BOS No. 22-144
 Infor 11 Contract No. 540
 Cobblestone ID No. 1555
 WIOA Reference No. 2023-1
 UC Davis Agreement # A65717

FIRST AMENDMENT
(BOS AGREEMENT NO. ____ - ____)

This First Amendment to Agreement No. 22-144 (“First Amendment”), otherwise known as Infor 11 Contract No. 540 or UC Davis Agreement # A65717, is made and entered into as of the last date signed below, by and between the County of Yolo, a political subdivision of the State of California (“County”), and The Regents of the University of California, Davis on behalf of UC Davis Continuing and Professional Education (“Institution”), jointly referred to as “the Parties” herein and who agree as stated below.

WHEREAS, on or about June 28, 2022, the Parties entered into Agreement No. 22-144 (“the Agreement”); and

WHEREAS, the Parties would now like to amend the Agreement to:

1. Add **Paragraph C.** to **Section II.** regarding language to change Training site and/or Contact person; and
2. Revise **Paragraph IV.C.** to increase funding in the amount of \$35,000 for Fiscal Years 2023-24, 2024-25, and 2025-26 for a new contract maximum of \$265,000; and
3. Revise **Section XV.** to update County insurance requirements.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Paragraph II.C. of the Agreement is hereby added to read as follows:

C. Institution may change the Training site and/or Contract person by providing County with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

2. Paragraph IV.C. of the Agreement is hereby amended to read as follows:

C. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Institution through **June 30, 2026**, shall be no greater than **TWO HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$265,000)** specified as follows:

FY 2022-23 July 1, 2022 through June 30, 2023	FY 2023-24 July 1, 2023 through June 30, 2024	FY 2024-25 July 1, 2024 through June 30, 2025	FY 2025-26 July 1, 2025 through June 30, 2026	Total
\$40,000	\$75,000	\$75,000	\$75,000	\$265,000

3. Section XV. of the Agreement is hereby amended to read as follows:

XV. INDEMNIFICATION; INSURANCE

A. To the fullest extent allowed by law, Institution shall defend, indemnify, and hold harmless the County, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of Institution, it’s officers, agents, or employees. Institution responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this

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Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

B. During the term of this Agreement, Institution shall at all times maintain, at its expense, the following coverages and requirements:

1. *Minimum Scope of Insurance* – Coverage shall be at least as broad as the latest version of the following:

a. *Commercial General Liability*: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

b. *Automobile Liability*: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

c. *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employers' Liability.

d. *Professional Liability (Errors and Omissions)* (If applicable, see below)

2. *Minimum Limits (as applicable)* – Insurance coverage shall be with limits not less than the following:

a. *Commercial General Liability* – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

b. *Automobile Liability* – \$1,000,000 per accident for bodily injury and property damage

c. *Professional Liability/Malpractice/Errors and Omissions* –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement the Institution must provide this insurance. If not, then this requirement automatically does not apply).

d. *Workers' Compensation* – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. *Other Insurance Provisions*

a. *Additional Insured Status* – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Institution including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the

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Institution's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

b. Primary Coverage – Institution's policy shall be "primary and non-contributory" and will not seek contribution from County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

c. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to County.

d. Waiver of Subrogation – Institution hereby grants to County a waiver of any right to subrogation which any insurer of said Institution may acquire against County by virtue of the payment or any loss under such insurance. Institution agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of County (if agreed to in a written contract or agreement) before County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that Institution changes insurance carriers Institution shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that Institution changes to a new carrier prior to receipt of any payments due.

6. Institution shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

9. The policies shall cover all activities of Institution, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

10. For any claims relating to this Agreement, Institution's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by Institution's liability insurance policy.

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C. Prior to commencing services pursuant to this Agreement, Institution shall furnish County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, County Risk Manager before work commences. Upon County’s request, Institution shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

D. During the term of this Agreement, Institution shall furnish County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County’s request, Institution shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

E. Institution agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor’s work. Subcontractors hired by Institution agree to be bound to Institution and County in the same manner and to the same extent as Institution is bound to County under the Agreement Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Institution and/or Institution shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Institution and/or Institution will provide proof of compliance to County. (Coverage can be provided in the form or an endorsement to Institution’s insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

F. Institution shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Institution fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Institution.

4. Except as specifically amended by this First Amendment, the Agreement shall remain in full force and effect according to its terms.

Signatures follow

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IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year last set forth below.

INSTITUTION

COUNTY OF YOLO

Steven Kobayashi

Digitally signed by Steven Kobayashi
DN: cn=Steven Kobayashi, o=Regents of the University
of California, ou=Procurement & Contracting Services,
email=stkobayashi@ucdavis.edu, c=US
Date: 2024.05.22 08:49:07 -0700

Steven Kobayashi, Associate Director
Procurement & Contracting Services,
UC Davis

Lucas Frerichs, Chair
Board of Supervisors

Date: May 22, 2024

Date: _____

DocuSigned by:

Nolan Sullivan

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Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: *Hope P. Welton*
Hope P. Welton, Senior Deputy