

**LABORATORY TRANSFER AND REMOVAL AGREEMENT
PLACER COUNTY GOVERNMENT CENTER**

This Laboratory Transfer and Removal Agreement (“Agreement”) is made and entered into this day of _____, by and between the County of Placer, a political subdivision of the State of California, (“Placer County”), and the County of San Diego, a political subdivision of the State of California, (“San Diego County”). Placer County and San Diego County are sometimes hereinafter each singularly referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, Placer County is the owner of Property commonly known as Placer County Government Center (“PCGC”), which includes but is not limited to a modular building (“the Laboratory”) adjacent to Building No. 108-B, located at 11475 C Avenue, Auburn, CA 95603, as depicted on the attached Exhibit A.

WHEREAS, Placer County desires the removal of the Laboratory, which was formerly used as the Placer County Public Health Laboratory, to make room for the construction of its Health and Human Services Center.

WHEREAS, San Diego County desires to acquire the Laboratory and move it to a location in San Diego County.

WHEREAS, Placer County is willing to transfer ownership of the Laboratory to San Diego County, subject to the promises, terms, conditions and covenants set forth below.

WHEREAS, Placer County is willing to provide San Diego County the right to access areas described herein in order for San Diego County to remove the Laboratory, subject to the promises, terms, conditions and covenants set forth below.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, Placer County hereby grants to San Diego County the ownership of the Laboratory and a limited right of entry to the PCGC to remove the Laboratory as follows:

1. TRANSFER OF THE LABORATORY

Subject to the promises, terms, conditions and covenants in this Agreement, Placer County grants to San Diego County the ownership of the Laboratory. In exchange for the Laboratory, San Diego County agrees to remove the Laboratory from the PCGC at no cost to Placer County, subject to the promises, terms, conditions and covenants in this Agreement.

San Diego County agrees to accept the Laboratory in an “as is” condition. Placer County makes no representations or warranties with respect to the fitness or suitability of the Laboratory for San Diego County’s intended use.

San Diego County acknowledges that the Laboratory has no axles or wheels. To remove the Laboratory from its present location, San Diego County agrees to use reasonable care in disconnecting the Laboratory from Building 108-B and in transferring the

Laboratory to a vehicle for transport. Prior to the removal of the Laboratory from its present location, Placer County will disconnect utilities from the Laboratory.

The transfer of ownership of the Laboratory to San Diego County shall be effective at the time of placement of the Laboratory on a vehicle for transport, at which time Placer County will execute a bill of sale in the form in Exhibit B attached hereto.

2. ACCESS AREA

Access Area is comprised of the land under and immediately surrounding the Laboratory located at 11475 C Avenue, Auburn, CA 95603, as well as _____, within the PCGC in Auburn, California, as depicted in Exhibit A.

3. RIGHT OF ACCESS FOR REMOVAL

This Agreement grants, at no cost to San Diego County, the right to access the Access Area for the specific purpose of removing the Laboratory from the PCGC.

San Diego County agrees to accept the Access Area in an “as is” condition. County makes no representations or warranties with respect to the fitness or suitability of the Access Area.

Upon expiration of the Agreement, San Diego County will return Access Area in a clean condition free of refuse or debris, normal wear and tear excepted.

San Diego County’s right to access the Access Area will commence upon the provision of written notice by Placer County and will expire two weeks thereafter. The time for San Diego County to access the Access Area may be extended in writing at Placer County’s sole discretion.

4. INSPECTION AND ENTRY

Placer County may enter and inspect the Access Area at any time.

5. EMERGENCY ACCESS

At all times during the Term of this Agreement, San Diego County shall ensure that its agents, employees, contractors, sub-licensees, or invitees at the PCGC do not obstruct emergency vehicles from travelling on any streets in the PCGC.

6. REGULATIONS

San Diego County agrees that it, its agents, employees, contractors, sub-licensees, or invitees at the PCGC shall:

- A. Comply with all covenants, conditions and obligations set forth in this Agreement.
- B. Comply with all applicable local, State and Federal laws, rules and regulations including, but not limited to, the acquisition of appropriate permits and agency approvals for the removal of the Laboratory from the PCGC and the transportation of it to a location in San Diego County and shall have sole responsibility for the payment of fees as required for such permits or approvals.

7. INSURANCE

San Diego County shall, at its sole expense, acquire and keep in full force and effect

during the entire Term of this Agreement and any extensions thereof a program of self-insurance or the forms of insurance specified in Exhibit C.

8. DEFAULT AND REMEDIES

San Diego County shall be in default of this Agreement for failure to perform any of the terms, covenants and conditions contained herein. Such failure remaining uncured for ten (10) days after written notice thereof, Placer County may, at its sole discretion, approve additional time to cure any breach that cannot reasonably be cured within ten (10) days. Upon lapse of the aforesaid cure period, Placer County shall have all remedies available at law and in equity, including, without limitation, the right to terminate this Agreement with no further obligation to San Diego County or Placer County.

9. TAXES

San Diego County's interest in the Access Area and Laboratory pursuant to this Agreement may be subject to property taxation, which shall be the sole responsibility of San Diego County.

10. RELEASE OF LIABILITY

Placer County shall have no obligation to protect the personal property of San Diego County at the PCGC. Placer County shall not be liable for personal injury, property damage, property theft, other costs, damages, losses or claims of any kind experienced by San Diego County, its agents, employees, contractors, sub-licensees, or invitees at the PCGC, except to the extent caused by the gross negligence or willful misconduct of Placer County. San Diego County hereby releases Placer County from liability for all such occurrences. Furthermore, San Diego County shall indemnify, defend, and hold harmless Placer County from any and all such losses, costs, expenses, and liabilities in accordance with Section 11.

Placer County shall also not be expected or required to pay any charge, assessment, or imposition, or be under any obligation or liability hereunder with respect to San Diego County's removal of the Laboratory from its present location or ownership of the Laboratory. All losses, costs, expenses, and obligations of any kind relating to San Diego's removal of the Laboratory from its present location and ownership of the Laboratory shall be paid by San Diego County and San Diego County shall indemnify, defend, and hold harmless Placer County from any and all such losses, costs, expenses, and obligations, as provided in Section 11.

As used in this section, the term "Placer County" means the County of Placer, its officers, agents, employees, invitees, and volunteers. This section shall survive expiration or termination of this Agreement.

11. IDEMNIFICATION AND HOLD HARMLESS

San Diego County hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of Placer County) and

without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, San Diego County's entrance onto the Access Area and the removal of the Laboratory. San Diego County agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of San Diego County. San Diego County also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against San Diego County or Placer County or to enlarge in any way San Diego County's liability but is solely to provide indemnification of Placer County from liability for damages or injuries to third persons or property arising from San Diego County's performance pursuant to this Agreement. As used in this section, the term Placer County means Placer County or its officers, agents, invitees, employees, and volunteers. This section shall survive expiration or termination of this Agreement.

12. NOTICES

All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if (1) sent by email (upon written confirmation by recipient); (2) personally delivered (upon delivery); or (3) deposited in the United States mail, postage prepaid and properly addressed as set forth below (three days after deposit). Notice given by any other means that is actually received shall also be effective with respect to the receiving Party. Changes in contact person or address information shall be made by notice, in writing, to the other Party.

If to Placer County:

If to San Diego County:

13. ALL RIGHTS INCLUDED

Nothing in this Agreement shall be construed as to grant San Diego County any other rights or privileges not expressly provided for in this Agreement.

14. ELECTRONIC SIGNATURES

This Agreement may be executed by electronic signatures (e.g., using Adobe sign, DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The Parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original manually executed signature page.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, which shall take effect on the date of the last Party signature below.

COUNTY OF PLACER,
a political subdivision of the State of California

By: _____ Date: _____

COUNTY OF SAN DIEGO,
a political subdivision of the State of California

By: _____ Date: _____

APPROVED AS TO FORM: PLACER COUNTY COUNSEL

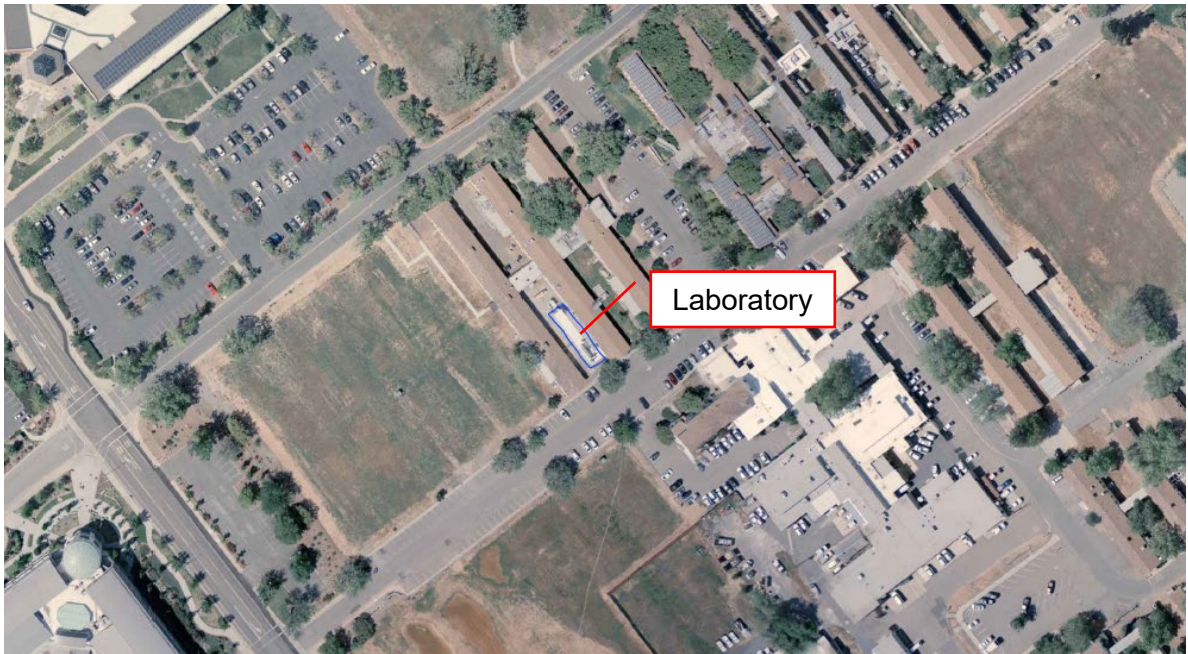
By: _____ Date: _____

APPROVED AS TO FORM: SAN DIEGO COUNTY COUNSEL

By: _____ Date: _____

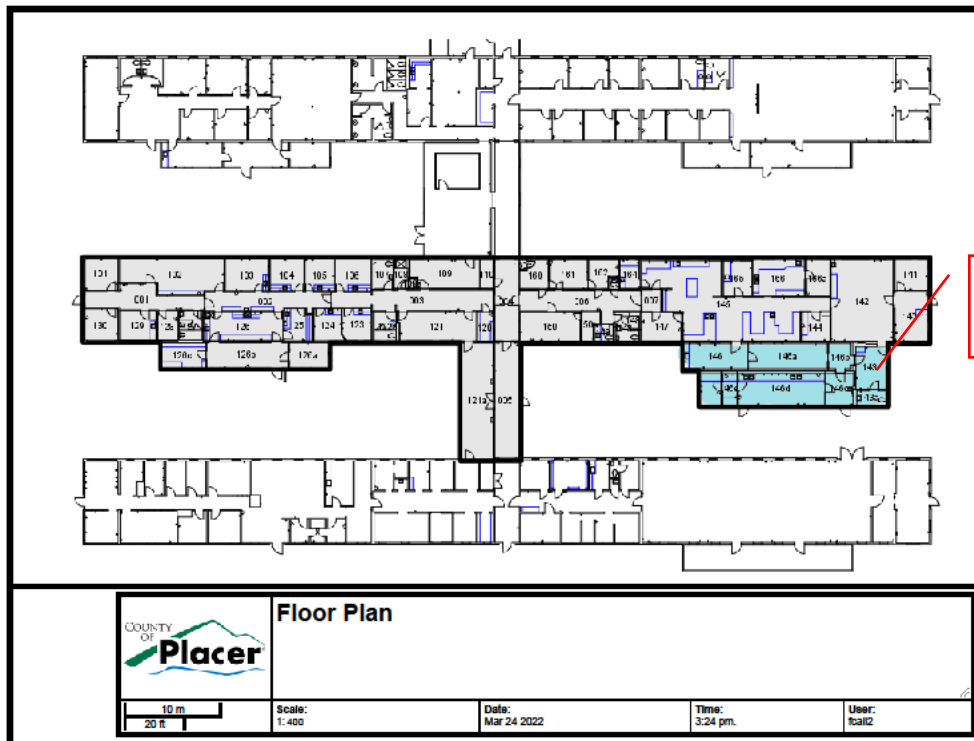
- EXHIBIT A - ACCESS AREA
- EXHIBIT B - BILL OF SALE
- EXHIBIT C - INSURANCE REQUIREMENTS

EXHIBIT A ACCESS AREA



3/24/22, 8:25 AM

Floor Plan



<https://placer.famis.com/VisualMap/vmlimage.php?printformat=HTML&pagesize=letter&orientation=landscape&printarea=FLOOR&lx=221&ly=151&urx=230&ury=43>

1/2

**EXHIBIT B
BILL OF SALE**

BILL OF SALE

Item Number:

Year:

Description:

Identification Number:

Purchase Price: \$0

Taxes: \$0

Buyer Name: County of San Diego, a political subdivision of the State of California

Address:

Department

Date

EXHIBIT C INSURANCE REQUIREMENTS

- I. San Diego County shall file with Placer County concurrently herewith a Certificate of Insurance, in companies acceptable to Placer County, with a Best's Rating of no less than A-:VII, showing the below insurance coverage. Any company contracted by San Diego County who enters the PCGC for purposes related to the removal of the Laboratory pursuant to this Agreement, shall likewise file with Placer County a Certificate of Insurance, in companies acceptable to Placer County, with a Best's Rating of no less than A-:VII, showing the below insurance coverage.

A. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

1. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.
2. If there is an exposure of injury to San Diego County's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
3. Each Worker's Compensation policy shall be endorsed with the following specific language:
 - a. Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."
 - b. Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against Placer County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by San Diego County.
 - c. San Diego County shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation insurance shall be filed forthwith with Placer County upon demand.

B. GENERAL LIABILITY INSURANCE:

1. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of San Diego County, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - a. Contractual liability insuring the obligations assumed by San Diego County in this Agreement.
2. One of the following forms is required:
 - a. Comprehensive General Liability;
 - b. Commercial General Liability (Occurrence); or
 - c. Commercial General Liability (Claims Made).
 - i. If San Diego County carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - (1) One million dollars (\$1,000,000) each occurrence
 - (2) Two million dollars (\$2,000,000) aggregate
 - ii. If San Diego County carries a Commercial General Liability (Occurrence) policy:
 - (1) The limits of liability shall not be less than:
 - (a) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - (b) One million dollars (\$1,000,000) for Products-Completed Operations
 - (c) Two million dollars (\$2,000,000) General Aggregate
 - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
 - iii. Special Claims Made Policy Form Provisions:

San Diego County shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of Placer County, which consent, if given, shall be subject to the following conditions:

 - (1) The limits of liability shall not be less than:
 - (a) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

- (b) One million dollars (\$1,000,000) aggregate for Products Completed Operations
- (c) Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by San Diego County shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

3. Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by Placer County as noted above. In no cases shall the types of policies be different.
4. Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:
 - a. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
 - b. "The insurance provided by the named insured, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
 - c. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

C. AUTOMOBILE LIABILITY INSURANCE:

1. San Diego County shall provide and maintain 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 occurrence.
2. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

II. ADDITIONAL REQUIREMENTS:

- A. Premium Payments - The insurance companies shall have no recourse against Placer County and funding agencies, or their respective officers and employees for payment of any premiums or assessments under any policy issued by a mutual insurance company.

- B. Policy Deductibles – San Diego County shall be responsible for all deductibles in all of San Diego County insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.
- C. San Diego County's Obligations – San Diego County's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- D. Verification of Coverage – San Diego County shall furnish Placer County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this exhibit. All certificates and endorsements are to be received and approved by Placer County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive San Diego County's obligation to provide them. Placer County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. Material Breach - Failure of San Diego County to maintain the insurance required by this agreement, or to comply with any of the requirements of this exhibit, shall constitute a material breach of the entire agreement.