



RESOLUTION No. 19-455

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE EXECUTION OF A PERSONAL SERVICES CONTRACT BETWEEN THE NEVADA COUNTY JUVENILE HALL ("YOUTH CENTER") AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS UC COOPERATIVE EXTENSION FOR PLACER AND NEVADA COUNTIES ("4-H CLUB OF NEVADA COUNTY") FOR THE UTILIZATION OF PROGRAMMING SPACE AT THE YOUTH CENTER FOR 4-H ACTIVITIES

WHEREAS, on June 25, 2019, the Board of Supervisors approved the pursuit of an Expanded Youth Facility at the Juvenile Hall; and

WHEREAS, the Chief Probation Officer is working to expand program options available to the youth of Nevada County through the utilization of space at the Nevada County Youth Center, and

WHEREAS, the Youth Center and the 4-H Club of Nevada County desire to enter into a collaborative agreement to provide for use of programming space at the Youth Center to provide 4-H activities for the youth of Nevada County as well as the youth currently incarcerated in the Youth Center at no cost, and

WHEREAS, the Chief Probation Officer and 4-H Club of Nevada County mutually accept the policies, procedures, requirements and other matters established by the Agreement for Fiscal Year 2019-2020.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Personal Services Contract between the Nevada County Juvenile Hall and the Regents of the University Of California for the contract term of July 1, 2019 through June 30, 2020, be and hereby is approved and that the Chair of the Board of Supervisors is hereby authorized to execute the Contract on behalf of the County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 13th day of August, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____





Richard Anderson, Chair

8/13/2019 cc: Probation*
AC* (Hold)

8/30/2019 cc: Probation*
AC* (Release)
UC Regents

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

The Regents of the University of California, on behalf of its UC Cooperative Extension for Placer and Nevada Counties, and its 4-H Club of Nevada County

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Utilization of programming space at the Juvenile Hall for 4-H activities.**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$0
(§3) **Contract Beginning Date:** 07/01/2019 **Contract Termination Date:** 06/30/2020
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6) Commercial General Liability	(\$2,000,000)	<u>X</u>	
(§7) Automobile Liability	(\$ 300,000) Personal Auto		<u>X</u>
	(\$1,000,000) Business Rated	<u>X</u>	
	(\$1,000,000) Commercial Policy		<u>X</u>
(§8) Worker's Compensation		<u>X</u>	
(§9) Errors and Omissions	(\$1,000,000)		<u>X</u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

NOTICE & IDENTIFICATION

(§26) **Contractor:** Regents of the University of California
On behalf of its UC Cooperative Extension
for Placer and Nevada Counties, and its
4-H Club of Nevada County
255 South Auburn Street
Grass Valley, CA 95945

County of Nevada: Nevada County Probation
109 ½ North Pine Street
Nevada City, CA 95959

Contact Person: Jill Simmons
(530) 273-4563
e-mail: jcsimmons@ucanr.edu

Contact Person: Michael Ertola
(530) 265-1209
e-mail: michael.ertola@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLC,	<u> X </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Indiv.,	<u> </u> Db,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes No
HIPAA: Schedule of Required Provisions (Exhibit D): Yes No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	
Exhibit B: Schedule of Charges and Payments (Paid by County)		<u>X</u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u>X</u>	
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)		<u>X</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;

- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial **Automobile Liability** insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

Intentionally omitted.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

Name: Jake McGuire
Title: Controller, UC ANR

Dated: _____

08/09/19

COUNTY OF NEVADA:

Honorable Richard Anderson
Chair, Board of Supervisors

Dated: _____

8/27/2019

Attest: _____
Julie Patterson Hunter
Clerk of the Board

EXHIBIT "A"

SCHEDULE OF SERVICES

1. SCOPE OF SERVICES

- A. Contractor may utilize programming space at the discretion of the Juvenile Hall administration. This space may include, but is not limited to, large and small visiting rooms, outdoor recreation space, garden, orchard, kitchen facilities, laundry facilities and the administrative area.
- B. If animals are involved, Contractor is responsible for safe and secure handling of the animals while they are on the property and all items related to animal care, food, water, and veterinary care.
- C. Contractor will be provided with lockable storage for supplies and refrigeration for any kitchen/culinary projects. Any supplies to be utilized in the programming for outside youth will be purchased by Contractor. Any supplies to be utilized in the programming for in-custody youth or in-custody Transitional Age Youth (TAY) will be purchased by the Juvenile Hall upon request and approval by the Juvenile Hall administration.
- D. Contractor may work with in-custody youth or in-custody TAY in any of the above-named spaces. These populations (out-of-custody youth, in-custody youth, in-custody TAY) will not be programmed together. Contractor staff and volunteers will work in coordination with juvenile hall staff to maintain sight and sound precautions and ensure the separation of these populations. Contractor staff providing programming for in-custody youth and in-custody TAY will participate in a security screening prior to working with these populations as described in Section 2. *STATUS OF PERSONNEL UTILIZED*.
- E. The term of the Agreement shall commence July 1, 2019 and conclude June 30, 2020, unless extended by mutual written consent. If the parties find it mutually desirable to extend this Agreement, additional one-year extensions may be negotiated annually. Written notice of intent to negotiate an additional one-year extension shall be given by the party desiring such extension no later than May 1st of each year.
- F. Contractor will provide program data to the Juvenile Hall administration monthly including program dates, dosage hours, number of out-of-custody youth involved, engagement levels and rosters with names for in-custody youth and in-custody TAY.

2. STATUS OF PERSONNEL UTILIZED

- A. All personnel furnished by Contractor shall at all times remain employees of Contractor and be considered as such for all purposes. They shall not have, nor acquire, any benefits or rights NEVADA COUNTY may confer on NEVADA COUNTY employees.
- B. Contractor shall be solely responsible for all salary, benefits, workers' compensation, and insurance for Contractor employees performing duties under this Agreement, and Contractor shall be solely responsible for all supervisory, disciplinary and other employment related purposes for Contractor employees performing duties under this Agreement. NEVADA COUNTY shall not be liable for the payment of any salaries, wages, overtime, vacation or other benefits or compensation to any Contractor personnel performing duties under this Agreement. Contractor shall retain the right to exercise its professional control over the manner in which it renders services, except as otherwise set forth in this Agreement.

- C. Contractor will provide name and contact information of program facilitators to the Juvenile Hall administration in advance of scheduled programming.

3. SECURITY REQUIREMENTS

- A. All persons working with in-custody youth or in-custody TAY shall meet Juvenile Hall security clearance requirements. Weapons or any item that could be used as a weapon, drugs, alcohol, cell phones, iPads, electronic devices and other contraband are not permitted within the juvenile hall. The security clearance will include an application and livescan fingerprint. The Contractor shall submit all additional information that may be requested in connection with the security clearance. The security clearance will be completed by the Juvenile Hall staff at no charge to the Contractor. The Contractor's employees will not be allowed to work with in-custody youth or in-custody TAY until the security clearance is completed.
- B. The Contractor will notify the County Contact Person within 72 hours of the termination of employment of any person performing services under this Contract who has previously been granted a security clearance by the Juvenile Hall. During the time that the Contractor's employees and subcontractors are at the Juvenile Hall, they shall be subject to all facility rules, regulations and procedures, including searches and confiscation of items of contraband. The Contractor shall take immediate corrective action upon receipt of written or verbal notice that: (1) any person has violated rules or regulations, or (2) an employee or subcontractor's actions while on County premises indicate that such employee or subcontractor may adversely affect facility security or the safety of personnel or inmates.
- C. The Contractor will notify the County Contact Person immediately upon becoming aware of any of the Contractor's employees or an employee's or subcontractor's relative, becoming incarcerated in Nevada County, or under investigation for any felony charges.
- D. The Contractor employees shall not pass or deliver any item or information to any detainee not necessary for the delivery of services required by this contract, nor deliver any item or information from one detainee to another detainee, nor accept or provide any gift from any detainee. All Contractor's employees entering the Juvenile Hall, and any supplies and equipment brought or stored therein, shall be subject to search and/or inspection by the Juvenile Hall without notice and at any time.
- E. The Juvenile Hall reserves the right to terminate facility access to any person for any reason.

EXHIBIT "C"

SCHEDULE OF CHANGES

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

Paragraph 10 (Miscellaneous Insurance Provisions) is hereby replaced in its entirety as follows:

Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

Failure to provide and maintain the insurance or self-insurance policies, endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity

Paragraph 11 ("Indemnity") is hereby replaced in its entirety as follows:

County shall indemnify, defend, and hold harmless Contractor, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Contract including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of County, its officers, agents, or employees.

Contractor shall indemnify, defend and hold harmless County, its officers, officials, employees, agents, and volunteers, from and against any Claims, arising out of or in any way connected with this Contract including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensee, its officers, agents, or employees.

22. Intellectual Property

Paragraph 22 is hereby deleted.

Approved by County Counsel

