

EXHIBIT A**Indemnification and Limitation of Liability Analysis Form**

A. Non-Standard Contract Provision(s):

Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

To the fullest extent permitted by law, County agrees to indemnify, defend, and hold the Contractor, its successors and assigns, its affiliates, all other entities related to Contractor, and the current and former regents, trustees, officers, employees, and agents of each of them (herein referred to collectively as the "Contractor Indemnitees") harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of the County, or person, firm, or corporation employed by the County, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Contractor Indemnitees, or any of them, arising out of this Agreement, including injury or damage either on or off County's property; but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Contractor.

B. Department to explain why risk created by non-standard contract provision is minimal and does not require Board approval.

This Contract will provide Youth Diversion Counseling Services to Juvenile clients as required by statute. These services have been provided via contracts for at least 10 years and no liability issues have occurred. Participation by the parents and youth in the diversion services is voluntary and thus OCSD believes the risk of liability is low even with the non-standard indemnification provisions.

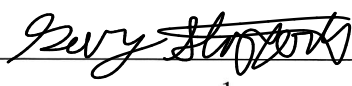
By: 
Title: Supervising PCS

Date: 5/12/21

C. Based on the information supplied by the Department, Risk Management:

X Agrees that the risk to the County is minimal, and approval by the Board of Supervisors is not required.

 Concludes that the Department has not demonstrated that the risk to the County is minimal, and approval by the Board of Supervisors is required.

Signature: 

D. Based on the information supplied by the Department, County Counsel:

☒ Agrees that the risk to the County is minimal, and approval by the Board of Supervisors is not required. ☒

☐ Concludes that the Department has not demonstrated that the risk to the County is minimal, and approval by the Board of Supervisors is required.

Signature: Wendy J. Phillips