

**SECOND AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and SOLANO COUNTY OFFICE OF EDUCATION**

This Second Amendment ("Second Amendment") is made on July 1, 2010, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and the SOLANO COUNTY OFFICE OF EDUCATION, ("Contractor").

1. Recitals

A. The parties entered into a contract dated August 14, 2008 (the "Contract"), in which Contractor agreed to provide educational services for County jail inmates.

B. The Contract was amended on April 28, 2009 to extend the term of and increase the maximum value of Contract.

C. County now needs to amend the Contract to extend the term through June 30, 2011, to include an additional \$82,598 compensation for the period of July 1, 2010 through June 30, 2011 and to reduce the general liability limits to \$1,000,000

The parties agree to amend Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 of the Standard Contract is amended as follows:
The term of Contract is: August 14, 2008 through June 30, 2011.

B. Amount of Contract

Section 3 of the Standard Contract is deleted in its entirety and replaced with:
The maximum amount of Contract is: \$247,812.

C. Budget

1. Section 1 of Exhibit B [Budget Detail and Payment Provision] is amended as follows:
The total amount of this Contract shall not exceed \$247,812.

2. The first sentence of Section 2A of Exhibit B [Budget] is amended as follows:
Contractor shall bill County for only those costs identified in the program budget. Contractor shall not bill County for services and costs that exceed the limits set in the program budget. Contractor shall request and receive prior written approval from County authorizing Contractor to use the contingency fund in order to use any amount budgeted in this contract for contingencies. The program budget for the period July 1, 2009 through June 30, 2010 is attached to the Second Amendment as Exhibit B-2 and incorporated by this reference. The program budget for the period of July 1, 2010 through June 30, 2011 is set forth in section F as Exhibit B-3.

3. Section 2B of Exhibit B [Budget] is amended as follows:
Any changes to Exhibit B-2 or B-3 that increase or decrease staffing levels or budgeted expenses must be memorialized in writing and agreed to by both parties.

4. Exhibit B-3 is added as follows:

**EXHIBIT B-3
Solano County Inmate Education Program
Budget for period July 1, 2010 – June 30, 2011**

DESCRIPTION	FTE	AMOUNT
Teacher Salary and Benefits	1.0	\$91,825
Administration – Direct – 14.92%		\$13,700
Administration – Indirect – 10.08%		\$ 9,256
Contingency (2.7%)		\$ 2,840
Total Cost		\$117,621
Projected State Apportionment		\$33,142
Projected State Lottery Apportionment		\$ 1,881
TOTAL MAXIMUM BALANCE PAYABLE UNDER CONTRACT		<u>\$82,598</u>

D. General Terms and Conditions

Section 4, Exhibit C, paragraph 7, subdivision A is deleted in its entirety and replaced with:

7. Insurance

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

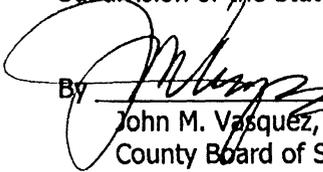
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| <p>(1) General Liability:
(Including operations, products and completed operations.)</p> | <p>\$1,000,000</p> | <p>per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.</p> |
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3. Effectiveness of Contract

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

SOLANO COUNTY OFFICE OF EDUCATION

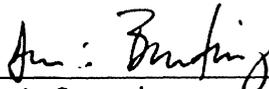
By 
John M. Vasquez, Chair
County Board of Supervisors

By 
Leticia Allen
Associate Superintendent
Administrative Services & Operations

APPROVED AS TO CONTENT

By 
Sheriff/Coroner or Designee

APPROVED AS TO FORM

By 
County Counsel