

PERRIS UNION HIGH SCHOOL DISTRICT
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made effective as of August 1, 2021 by and between **Clover Enterprises, Inc.** hereinafter referred to as "Contractor, or Athletic Training/1st Responder" and the **Perris Union High School District** hereinafter referred to as "District". Contractor and District may be referred to individually as a "party" or collectively as the "parties."

RECITALS

1. The District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required.
2. The District desires to contract with Contractor to provide athletic training and first response services ("Services") for its athletic programs at the following District schools: Perris High School, Paloma Valley High School, Heritage High School, Liberty High School, and Pinacate Middle School.
3. Contractor possesses the training, experience, and qualifications necessary to provide the Services required by the District.
4. Contractor is willing to provide the Services to the District subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, the District hereby retains the Contractor upon the terms and conditions set forth in this Agreement, and the Contractor hereby accepts said retention and agrees to render the Services upon said terms and conditions.

AGREEMENT

1. **SERVICES:** In consultation and cooperation with the District, Contractor shall provide all Services under this Agreement in a skillful and competent manner, consistent with generally acceptable industry standards or better. Contractor represents and warrants that all of its employees and subcontractors have sufficient skill and experience to perform the Services assigned to them.
2. **TERM:** Contractor shall commence providing the Services under this Agreement on August 1, 2021 and will diligently perform as required and complete performance on July 31, 2022 ("Term"), unless terminated earlier pursuant to Section 13. Any changes to the length of the Term due to modifications in the start or end dates of the middle school and high school athletic programs shall be set out via written addendum to this Agreement. In accordance with Section 4 below, in the event of a change to the length of the Term, the compensation due to Contractor under this Agreement shall be prorated based on the start and end date of the Services as agreed upon by the parties.
3. **DUTIES OF ATHLETIC TRAINER/FIRST RESPONDER:** Contractor shall employ qualified athletic training/first responder(s) ("Athletic Training/First Responder") whose duties shall consist of the following:
 - a. Assist the coaching staff in the selection of properly fitting athletic equipment upon request.
 - b. Assist the school's athletic department in the ordering of proper athletic training supplies.
 - c. Assist the school's athletic department in the planning and arrangement of physical examinations of student athletes.
 - d. Mark and inventory all athletic training supplies and keep a running inventory of these supplies.

- e. Provide advice on appropriate professional and/or medical referrals for students injured during athletic participation; provided, however, under no circumstance will any Athletic Training/First Responder render any medical diagnosis.
- f. Consult with the coaching staff at each school site on current first aid procedures for injuries.
- g. Consult with the coaching staff at each school site on unsafe practice drills and procedures.
- h. Oversee the injury protocols for the District including:
 - i. Making medical equipment available to coaching staff (e.g., first aid kits, ice, etc.).
 - ii. Posting current emergency phone numbers and emergency procedures.
 - iii. Working with the school site's athletic director to maintain current emergency card information for each student athlete.
 - iv. Maintain injury and treatment records.
 - v. Assist in coordination of emergency medical response personnel and ambulance coverage when needed for athletic practices or sporting events.
- i. Assist the athletic department at each school site in organizing a facility suitable for a training room.
- j. Assist the athletic department at each school site with implementation of the Play It Safe Concussion Care™ program, which includes:
 - i. Pre-season baseline neurocognitive testing.
 - ii. Post injury neurocognitive testing.
- k. Work with medical providers, school and District staff, parents and students, as needed.
- l. Coordinate the District's Safe Return to Play Protocol.

4. **SERVICES/SCOPE OF WORK:** As directed by the District, the Contractor agrees to perform the following Services:

a. **Perris High School, Paloma Valley High School, Heritage High School, Liberty High School Only:** The Athletic Training/First Responder will be on site at the assigned school each afternoon, Monday-Friday for practice and/or sporting events, for all girls and boys sports in the Interscholastic Athletic Program. Daily reporting times will be determined between District Designee and Contractor. Conflicts in scheduling are to be resolved by the District Designee at each school site. Services shall be for **35 hours per week from August 1, 2021 through May 31, 2022.**

Services shall be for 20 hours per week from June 1, 2022 through July 31, 2022. Any additional hours of Services rendered by the Athletic Training/First Responder will be at the discretion of the District Designee and shall be paid on a prorated cost-per-day basis, which shall be calculated based on the contract amount for the specified school site listed in Section 5 below.

b. **Pinacate Middle School Only:** The Athletic Training/First Responder will be on site at Pinacate Middle School each afternoon, starting at **2:00 pm Monday-Friday** for practice and/or sporting events, for all boys and girls sports in the Interscholastic Athletic Program. Conflicts in scheduling are to be resolved by the District Designee at each school site. **Service shall be for 15 hours per week from August 1, 2021 through May 31, 2022.** Any additional hours worked will be at the discretion of the District Designee and shall be paid on a prorated cost-per-day basis, which shall be calculated based on the contract amount for the specified school site listed in Section 5 below.

c. **All School Sites Under This Agreement:**

- i. Services rendered by Contractor shall not include travel to or attendance at away sporting events, unless prior arrangements are made with the District Designee.

- ii. Suitable athletic facilities, equipment and supplies shall be provided by the District and are not covered by this Agreement.

5. **FEES:**

a. **Perris High School:** The District agrees to pay Contractor for Services satisfactorily rendered at Perris High School at a rate of **\$43.00 per hour with a total fee not to exceed Seventy-Two Thousand Four Hundred Fifty-Five Dollars (\$72,455.00)**. Time will be tracked on a District timesheet and shall be approved by District Designee. Contractor shall send invoice by the fifteenth (15th) of each month to the District- Attn: Accounts Payable at the email address or postal address outlined in Section 24. **The District will pay invoice on the first (1st) day of each month for the prior month's Services commencing with a payment on September 1, 2021 and ending with a payment on July 31, 2022.** In the event of a change to the length of the Term, the compensation due to Contractor under this Agreement shall be prorated based on the start and end date of the Services as agreed upon by the parties.

b. **Paloma Valley High School:** The District agrees to pay Contractor for Services satisfactorily rendered at Paloma Valley High School at a rate of **\$43.00 per hour with a total fee not to exceed Seventy-Two Thousand Four Hundred Fifty-Five Dollars (\$72,455.00)**. Time will be tracked on a District timesheet and shall be approved by District Designee. Contractor shall send invoice by the fifteenth (15th) of each month to the District- Attn: Accounts Payable at the email address or postal address outlined in Section 24. **The District will pay invoice on the first (1st) day of each month for the prior month's Services commencing with a payment on September 1, 2021 and ending with a payment on July 31, 2022.** In the event of a change to the length of the Term, the compensation due to Contractor under this Agreement shall be prorated based on the start and end date of the Services as agreed upon by the parties.

c. **Heritage High School:** The District agrees to pay Contractor for Services satisfactorily rendered at Heritage High School at a rate of **\$43.00 per hour with a total fee not to exceed Seventy-Two Thousand Four Hundred Fifty-Five Dollars (\$72,455.00)**. Time will be tracked on a District timesheet and shall be approved by District Designee. Contractor shall send invoice by the fifteenth (15th) of each month to the District- Attn: Accounts Payable at the email address or postal address outlined in Section 24. **The District will pay invoice on the first (1st) day of each month for the prior month's Services commencing with a payment on September 1, 2021 and ending with a payment on July 31, 2022.** In the event of a change to the length of the Term, the compensation due to Contractor under this Agreement shall be prorated based on the start and end date of the Services as agreed upon by the parties.

d. **Liberty High School:** The District agrees to pay Contractor for Services satisfactorily rendered at Liberty High School at a rate of **\$43.00 per hour with a total fee not to exceed Seventy-Two Thousand Four Hundred Fifty-Five Dollars (\$72,455.00)**. Time will be tracked on a District timesheet and shall be approved by District Designee. Contractor shall send invoice by the fifteenth (15th) of each month to the District- Attn: Accounts Payable at the email address or postal address outlined in Section 24. **The District will pay invoice on the first (1st) day of each month for the prior month's Services commencing with a payment on September 1, 2021 and ending with a payment on July 31, 2022.** In the event of a change to the length of the Term, the compensation due to Contractor under this Agreement shall be prorated based on the start and end date of the Services as agreed upon by the parties.

e. **Pinacate Middle School:** The District agrees to pay Contractor for Services satisfactorily rendered at Pinacate Middle School at a rate of **\$43.00 per hour with a total fee not to exceed Twenty-Seven Thousand Seven Hundred Thirty-Five Dollars (\$27,735.00)**. Time will be tracked on a District timesheet and shall be approved by District Designee. Contractor shall send invoice by the fifteenth (15th) of each month to the District- Attn: Accounts Payable at the email address or postal address outlined in Section 24. **The District will pay invoice on the first (1st) day of each month for the prior month's Services commencing with a payment on September 1, 2021 and ending with a payment on July 31, 2022.** In the event of a change to the length of the Term, the compensation due to Contractor under this Agreement shall be prorated based on the start and end date of the Services as agreed upon by the parties.

6. **DISTRICT DESIGNEE:** The Athletic Director for each school site shall serve as the District's representative ("District Designee") under this Agreement.

7. **EXPENSES:** Contractor agrees and understands that some travel may be required, at Contractor's expense, to District school sites and/or to other locations. These travel expenses are not reimbursable and shall be considered to be an ordinary expense of this Agreement. Contractor shall not invoice the District for travel time from home office to a District location. Contractor shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without limitation, document reproduction expenses, travel expenses, and telephone charges ("Ordinary Expenses"). Expenses in addition to Ordinary Expenses shall not be reimbursable unless authorized in writing by the District Designee, and shall be set out via written addendum to this Agreement.

8. **SUBCONTRACTORS:** Contractor shall hire any subcontractors needed to provide the Services, which subcontractors shall be subject to approval by the District. Any subcontractor(s) contracted by Contractor shall be at no additional expense to the District, and shall be paid from the Contractor's own resources and billings.

9. **INDEPENDENT CONTRACTOR:** It is expressly understood and agreed by both parties hereto that the Contractor, and any of its employees or subcontractors while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent or employee of the District and shall not be entitled to benefits of any kind or nature normally provided to employees of the District or to which District employees are normally entitled including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall determine the means, method and details of providing the Services under this Agreement. Contractor shall be solely responsible for the payment of all wages, salaries, benefits and other amounts due its employees, agents, and subcontractors, and shall assume full responsibility for all acts and omissions of its employees, agents, and subcontractors as they relate to the Services provided under this Agreement. Contractor is not authorized to make any representation, contract, or commitment on behalf of the District.

10. **WORKERS' COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to its employees and shall certify its compliance with such requirement in the form attached hereto as Exhibit "C" and incorporated herein by this reference.

11. **INSURANCE:** Contractor shall maintain, at its own expense, its own policies of comprehensive liability shown in Exhibit "A" during the Term of this Agreement, and continuing for a period of not less than three (3) years after the expiration or early termination of this Agreement on behalf of himself, his managing agents, and any Sub agents or Sub Contractors in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000.00) general aggregate in connection with the conduct, services, and activities by Contractor and its officers, managing agents, employees, subagents and subcontractors, and Athletic Training/1st Responder with legal defense at no cost to the DISTRICT, its officers, employees and agents, with respect to any and all Claims or Damages arising out of the conduct or activities by CONTRACTOR and its officers, managing agents, employees, subagents and subcontractors, and Athletic Training/1st Responder. Said policy or policies of insurance shall name the District, its officers, employees, and agents as additional insured with thirty (30) day notice of cancellation. Contractor shall provide the District with a certificate, or certificates, of insurance including an additional insured endorsement as evidence prior to commencement of the Agreement. In the event Contractor fails to comply with any of the conditions of this paragraph, the District may terminate this Agreement upon seven (7) days' written notice to Contractor.

Contractor shall maintain, at its own expense, its own policies of professional liability shown in Exhibit "A" during the Term of this Agreement, and continuing for a period of not less than three (3) years after the expiration or early termination of this Agreement on behalf of himself, his managing agents, and any Sub agents or Sub Contractors. in an amount not less than Three Million Dollars (\$3,000,000) per claim in connection with the conduct, services, and activities by Contractor and its officers, managing agents, employees, subagents and subcontractors, and Athletic Training/1st Responder with legal defense at no cost to the DISTRICT, its officers, employees and agents, with respect to any and all Claims or Damages arising out of the conduct or activities by CONTRACTOR and its officers, managing agents, employees, subagents and subcontractors, and Athletic Training/1st Responder. Said policy or policies of insurance shall name the District, its officers, employees, and agents as additional insured with thirty (30) day notice of cancellation. Contractor shall provide the District with a certificate, or certificates, of insurance including an additional insured endorsement as evidence prior to commencement of the Agreement. In the event Contractor fails to comply with any of the conditions of this paragraph, the District may terminate this Agreement upon seven (7) days' written notice to Contractor.

12. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts or omissions or willful misconduct of Contractor, its officials, officers, employees, agents, contractors and subcontractors arising out of or in connection with the performance of the Services and/or the Products or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify are independent of and shall not be reduced or restricted in any way by the Insurance requirements contained in this agreement or to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

13. **TERMINATION:** This Agreement may be terminated by District, with or without reason, during the Term of this Agreement, by giving fourteen (14) days' notice to Contractor. Said notice shall be in writing and shall be delivered to the addresses listed for the Contractor. Contractor may terminate this Agreement only if District breaches this Agreement and shall give 30 days' written notice to District of its termination; provided, however, that if Contractor is unable to employ qualified Athletic Training/First Responders to render the Services required under this Agreement, Contractor may terminate this Agreement upon 30 days' written notice to the District. Such notice shall be delivered to the District's Designee and shall set forth reasons for the termination. In the event of termination, payment for Contractor's Services will be prorated to the actual date of termination of this Agreement; provided, however, that if Contractor elects to terminate the Agreement as a result of its inability or failure to employ qualified Athletic Training/First Responders, Contractor shall not be entitled to payment for any period of time in which the Services contemplated under this Agreement are not, in the District's sole discretion, satisfactorily rendered.

14. **FISCAL YEAR:** Contractor understands and agrees that this Agreement may involve services to be performed in different school fiscal years. While it is the intent of the District to utilize the Contractor continuously throughout the Term irrespective of fiscal year, Contractor and District agree and acknowledge that all Services in fiscal years subsequent to the fiscal year in which this Agreement becomes effective is contingent upon availability of continued funding.

15. **ASSIGNMENT:** Contractor shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign this Agreement without District approval shall be invalid.

16. **CONFIDENTIALITY:** Contractor and all personnel designated by Contractor to perform under this Agreement shall maintain the confidentiality of all information received while providing the Services. This requirement shall extend beyond the effective termination or expiration date of this Agreement.

17. **PERMITS & LICENSES:** Contractor shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the Services.

18. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.

19. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with providing the Services. If the Contractor performs any Services knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor

shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

20. **AUDIT AND INSPECTION OF RECORDS:** Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

21. **FINGERPRINTING:** This Agreement is subject to the provisions of Education Code Section 45125.1. Contractor shall ensure that all employees and subcontractors are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. Contractor shall not permit an employee or subcontractor to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Contractor shall certify in writing to the District in the form attached as Exhibit "B" to this Agreement and incorporated herein by this reference that none of its employees or subcontractors who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee or subcontractor from a site at any time. Failure to comply with this provision shall result in termination of the Contract.

22. **NONDISCRIMINATION:** It is the policy of the District that in connection with all Services performed under contracts, there be no discrimination against any prospective or active employee engaged in the Services because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. Contractor agrees to comply with applicable Federal and California laws including, but not limited to, The California Fair Employment and Housing Act, Government Code sections 12900 et seq., Labor Code section 1735, and Title 5, Division 1, Chapter 1, Subchapter 4 of the California Code of Regulations. In addition, Contractor agrees to require like compliance by any of its agents and subcontractors.

23. **WAIVER:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

24. **ADMINISTRATION OF AGREEMENT:** This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party shall be addressed to:

For District Contract Matters:

Perris Union High School District
Attn: Dawn Bray
155 East 4th Street
Perris, CA 92570

For Contractor:

Clover Enterprises, Inc.
Attn: Jim Clover
6185 Magnolia Ave. Suite 331
Riverside, CA 92506

For Invoices:

email to: fiscal@puhsd.org
Perris Union High School District
Attn: Accounts Payable
155 East 4th Street Perris, CA 92570

25. **NOTICE:** All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

26. **SEVERABILITY:** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

27. **CONFLICTS OF INTEREST:** Contractor presently has no interest, including but not limited to other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. Contractor shall not employ any person having any such interest in the performance of this Agreement.

28. **SUCCESSORS:** All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective heirs, legal representatives, successors, and assigns.

29. **EXECUTION OF CONTRACT:** Contractor shall not commence providing Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section and Exhibit "A," attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section and Exhibit "A."

30. **AUTHORITY:** In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District's Governing Board duly passed and adopted.

31. **ENTIRE AGREEMENT/AMENDMENT:** It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof, and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

32. **EXHIBITS:** The following Exhibits are attached to this Agreement and incorporated herein by this reference:

Exhibit A – Insurance Requirements

Exhibit B - Certification by Contractor Criminal Records Check

Exhibit C - Workers Compensation Insurance Certification

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written above:

Clover Enterprises, Inc.

Perris Union High School District

Vendor Signature



District Signature

6185 Magnolia Ave., Suite 337

Address

Riverside Ca 92506

Title

City

State

Zip

Date

909641-1711

jimclover1@me.com

Phone

Email

Board Approval Date

EXHIBIT "A" - INSURANCE REQUIREMENTS

A. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration and for a period of not less than 3 years after the completion or termination of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the same time period. Such insurance shall meet at least the following minimum levels of coverage:

B. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability*: Insurance Services Office (ISO) Business Auto Coverage form number CA 0001, code 1 (any auto); and (C) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance. Contractor shall maintain limits no less than: (A) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (C) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

D. Professional Liability. Contractor shall procure and maintain, and require its sub-contractors to procure and maintain errors and omissions and Professional liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. Sexual or Physical Abuse limits must also be amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

E. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(1) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with coverage at least as broad as ISO CG 2026 0704 with respect to the Services or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

(2) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

(3) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor and provide evidence of such by policy endorsement.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

The Insurance requirements in this agreement do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. All Insurance or self-insurance coverage and limits applicable to a given loss or available to the named insured shall be available and applicable to the additional insured. The insurance obligations under this agreement are independent of and in addition to the defense and indemnity obligations contained elsewhere in this agreement and shall not in any way act to limit or restrict the defense or Indemnity or additional insured obligations of the Contractor or the Contractor's insurance carrier, and shall be for 1—the full extent of the Insurance or self-insurance coverages and limits carried by the Contractor, or 2—the minimum Insurance coverage and amounts shown in this agreement; whichever is greater.

F. Other Requirements. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (B) the Contractor

shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

EXHIBIT "B"

FINGERPRINTING / CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the Governing Board of the Perris Union High School District ("District") as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Contract is attached hereto.

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date:

5/21/2024

Proper Name of Contractor:

Jim Clower - Clower Enterprises Inc

Signature:

[Handwritten Signature]

Print Name:

Jim Clower

Title:

Owner

EXHIBIT "C"

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700 in relevant part provides:


Every employer except the State shall secure the payment of compensation in one or more of the following ways:

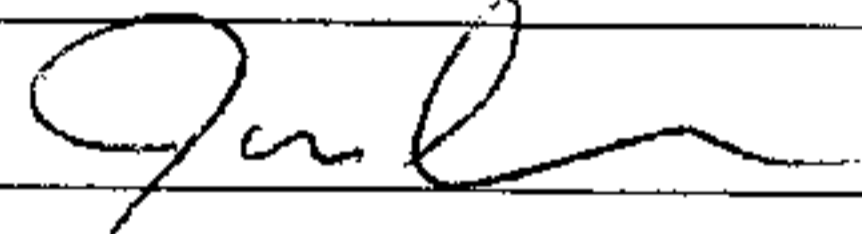
1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations, of ability to self-insure and to pay any compensation that may become due to employees.
3. By securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees.

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.



 Proper Name of Contractor

By: 



00628-00005/617974.1