

PERRIS UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL SERVICES - AMENDMENT NO. 3

This Amendment to the Agreement for Professional Services, made and entered into this 21st day of June, 2018, by and between the Perris Union High School District of Riverside County, California, hereinafter referred to as “DISTRICT” and Clover Enterprises, hereinafter referred to as “CONTRACTOR”.

WHEREAS the DISTRICT and CONTRACTOR entered into an Agreement for Professional Services (Athletic Training/1st Responder Services at Perris High School, Paloma Valley High School, Heritage High School, and Pinacate Middle School) on July 1, 2015.

NOW, THEREFORE, the parties agree as follows:

1. Modify Section 2: TERM of the Agreement as follows:
 - 1.1. Contractor shall commence providing the Services under this Agreement on August 1, 2018 and will diligently perform as required and complete performance on July 31, 2018 (“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.
 - 1.2. The contract may be renewed annually upon mutual consent expressed in writing by the District and vendor for up to one (1) additional one (1) year terms in accordance with Education Section 17596. The agreement will not automatically renew.
 - 1.3. Written notice of bidder’s intent to renew a subsequent term and its related contract shall be delivered to the Purchasing Agent no later than May 1 of the current contract year. For example, contracts for the fifth and final term (2019-20 school year) must be delivered by May 1, 2019.
2. Modify Section 4: SERVICES / SCOPE OF WORK of the Agreement as follows:
 - 2.1. Perris High School, Paloma Valley High School, Heritage High School Only:
The Athletic Training/First Responder will be on site at the assigned school each afternoon, starting at 2:00pm Monday-Friday for practice and/or sporting events, for all girls and boys sports in the Interscholastic Athletic Program. Conflicts in scheduling are to be resolved by the District Designee at each school site. Services shall be for 30 hours per week from August 1, 2018 through May 31, 2019. Services shall be for 15 hours per week from June 4, 2019 through July 21, 2019. 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.
 - 2.2. Pinacate Middle School Only:

The Athletic Training/First Responder will be on site at Pinacate Middle School each afternoon, starting at 3:00pm Monday-Wednesday and 2:00pm Thursday-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 for a period from August 13, 2018 through October 26, 2018 and a period from January 7, 2019 through May 17, 2019. Any additional hours worked will be at the discretion of the District Designee and shall be paid on a prorated cost-per-day basis.

2.3. All School Sites Under This Agreement: Services rendered by Contractor shall not include travel to or attendance at away sporting events, unless prior arrangements are made with the District Designee. Suitable athletic facilities, equipment and supplies shall be provided by the District and are not covered by this Agreement.

3. Modify Section 5: FEES of the Agreement as follows:

3.1. Perris High School:

August 1, 2018 through May 31, 2019 (30 Hours Per Week)

The District agrees to pay Contractor for Services satisfactorily rendered at Perris High School at a rate of \$33.00 per hour with a total fee not to exceed Forty Three Thousand Five Hundred Sixty Dollars (\$43,560.00). Time will be tracked on a District timesheet. The District will pay said total fee in ten (10) equal installments of Four Thousand Three Hundred Fifty Six Dollars (\$4,356.00) on the first (1st) day of each month for the prior month's services. 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.

June 4, 2019 through July 21, 2019 (15 Hours Per Week)

The District agrees to pay Contractor for Services satisfactorily rendered at Perris High School at a rate of \$33.00 per hour with a total fee not to exceed Three Thousand Nine Hundred Sixty Dollars (\$3,960.00). This will be based on the hours submitted at the end of each month. 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.

3.2. Paloma Valley High School:

July 31, 2017 through June 1, 2018 (30 Hours Per Week)

The District agrees to pay Contractor for Services satisfactorily rendered at Paloma Valley High School at a rate of \$33.00 per hour with a total fee not to exceed Forty Three Thousand Five Hundred Sixty Dollars (\$43,560.00). Time will be tracked on a District timesheet. The District will pay said total fee in ten (10) equal installments of Four Thousand Three Hundred Fifty Six Dollars (\$4,356.00) on the first (1st) day of each month for the prior month's services. 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.

June 4, 2018 through July 27, 2018 (15 Hours Per Week)

The District agrees to pay Contractor for Services satisfactorily rendered at Paloma Valley High School at a rate of \$33.00 per hour with a total fee not to exceed Three Thousand Nine Hundred Sixty Dollars (\$3,960.00). This will be based on the hours submitted at the end of each month. 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.

3.3. Heritage High School:

July 31, 2017 through June 1, 2018 (30 Hours Per Week)

The District agrees to pay Contractor for Services satisfactorily rendered at Heritage High School at a rate of \$33.00 per hour with a total fee not to exceed Forty Three Thousand Five Hundred Sixty Dollars (\$43,560.00). Time will be tracked on a District timesheet. The District will pay said total fee in ten (10) equal installments of Four Thousand Three Hundred Fifty Six Dollars (\$4,356.00) on the first (1st) day of each month for the prior month's services. 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.

June 4, 2018 through July 27, 2018 (15 Hours Per Week)

The District agrees to pay Contractor for Services satisfactorily rendered at Heritage High School at a rate of \$33.00 per hour with a total fee not to exceed Three Thousand Nine Hundred Sixty Dollars (\$3,960.00). This will be based on the hours submitted at the end of each month. 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.

3.4. Pinacate Middle School:

August 13, 2018 - October 26, 2018 and January 7, 2019 - May 17, 2019 (15 Hours Per Week)

The District agrees to pay Contractor for Services satisfactorily rendered at Pinacate Middle School at a rate of \$33.00 per hour with a total fee not to exceed Thirteen Thousand Eight Hundred and Sixty dollars (\$13,860.00). This will be based on the hours submitted at the end of each month. 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.

OBLIGATIONS UNDER THE AGREEMENT: The parties agree that all terms, conditions, and obligations of the agreement remain in effect throughout the Term except for those provisions of the agreement that are directly contradicted by this pricing change, in which event the terms of this extension shall control over the agreement.

SEVERABILITY: If any part or parts of this extension shall be held unenforceable for any reason, the remainder of the extension shall continue in full force and effect.

