

## **AGREEMENT FOR PROFESSIONAL SERVICES - AMENDMENT NO. 2**

### **Athletic Training/1st Responder Services at the California Military Institute**

This Amendment to the Agreement for Professional Services, made and entered into this 22nd day of June, 2017, by and between the California Military Institute (CMI), hereinafter referred to as "Charter," a Dependent Charter School within the Perris Union High School District (PUHSD) hereinafter referred to as "District," in Riverside County, California 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 the California Military Institute) on July 1, 2015.

NOW, THEREFORE, the parties are amended and agree as follows:

1. Modify Recitals of the Agreement as follows:
  - 1.1. The Charter desires to contract with Contractor to provide athletic training and first response services ("Services") for its athletic programs.
  - 1.2. Contractor possesses the training, experience, and qualifications necessary to provide the Services required by the Charter. Contractor is willing to provide the Services to the Charter subject to the terms and conditions of this Agreement.
2. Modify Section 2: TERM of the Agreement as follows:
  - 2.1. Contractor shall commence providing the Services under this Agreement on July 31, 2017 and will diligently perform as required and complete performance on July 27, 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 date 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.
  - 2.2. The contract may be renewed annually upon mutual consent expressed in writing by the District's Director of Purchasing and vendor for up to two (2) additional one (1) year terms in accordance with Education Section 17596. The agreement will not automatically renew.
  - 2.3. Written notice of bidder's intent to renew a subsequent term and its related contract shall be delivered to the District's Director of Purchasing no later than May 1 of the current contract year. For example, contracts for the fourth term (2018-19 school year) must be delivered by May 1, 2018.
3. Modify Section 4: SERVICES / SCOPE OF WORK of the Agreement as follows:
  - 3.1. The Athletic Training/First Responder will be on site at the Charter each afternoon, starting at 3:30pm 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 Charter's Designee at the school site. Services shall be for 20 hours per week from July 31, 2017 through July 27, 2018. Any additional hours of Services rendered by the Athletic Training/First Responder will be at the discretion of the Charter's Designee and shall be paid on a prorated cost-per day basis, which shall be calculated based on the contract amount listed in Section 5 below.

- 3.2. Services rendered by Contractor shall not include travel to or attendance at away sporting events, unless prior arrangements are made with the Charter's Designee.
  - 3.3. Suitable athletic facilities, equipment and supplies shall be provided by the Charter and are not covered by this Agreement.
4. Modify Section 5: FEES of the Agreement as follows:
    - 4.1. The Charter agrees to pay Contractor for Services satisfactorily rendered at the California Military Institute at a rate of \$30.50 per hour with a total fee not to exceed Thirty One Thousand Seven Hundred Twenty Dollars (\$31,720). Time will be tracked on a timesheet provided by the Charter. The Charter will pay said total fee in ten (10) equal installments of Two Thousand Nine Hundred Twelve Dollars (\$3,172.00) 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.
5. Modify Section 6: DISTRICT DESIGNEE of the Agreement as follows:
    - 5.1. The Athletic Director at the California Military Institute shall serve as the Charter's representative ("Charter's Designee") under this Agreement.
6. Modify Section 7: EXPENSES of the Agreement as follows:
    - 6.1. Consultant agrees and understands that some travel may be required, at Consultant's expense, to the school site and/or to other locations. These travel expenses are not reimbursable and shall be considered to be an ordinary expense of this Agreement. Consultant shall not invoice the Charter for travel time from home office to any location within the District. The Consultant 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. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless authorized in writing by the District's Director of Purchasing, and shall be covered by addendum to this Agreement.

