

## **ADDENDUM AGREEMENT FOR SERVICES**

Campbell Union School District referred to as "District", and Playworks, mutually agree as follows:

### **I. BASIS OF AGREEMENT**

This Addendum, effective July 1, 2017, is entered into by and between District and Playworks. The term is the 2017-18 school year. This addendum will be added to all agreements made with the District or its schools.

Playworks has the required background, experience and expertise to perform the work to be done and has agreed to do so in accordance with the terms and conditions of the original agreement.

This addendum supersedes all other agreements for the items listed below.

### **II. INSURANCE**

Playworks shall take out and maintain during the period of this Agreement such general liability, workers' compensation and vehicle insurance as is required to protect Playworks and District as their interests may appear. Playworks shall issue an insurance certificate naming CUSD as additionally insured if requested by the District. This endorsement shall have General Liability of at least \$1 million per occurrence, Workers Compensation, and vehicle insurance of at least \$1 million.

### **III. HOLD HARMLESS AND INDEMNIFICATION**

Playworks shall hold harmless and indemnify the District, its officers, agents, Board members and employees from and against any and all actions, claims, losses, damages, suits or other proceeding, including payment of reasonable attorney's fees, which may arise as the result of performing the work under this Agreement, caused in whole or in part by any act or omission of Playworks or anyone directly or indirectly employed by Playworks, regardless of whether caused in part by a party indemnified under this Agreement.

#### IV. FINGERPRINTING

Playworks will fingerprint all employees that work at District schools, only Playworks employees who pass the test may work at District schools and Playworks will notify the District if any changes occur.

#### V. APPLICATION OF CALIFORNIA LAW

This Agreement shall be construed under the law of the State of California.

CONSULTANT:

Name: Jessica Lenth Signature: 

(Type or Print)

Address: 2155 S. Bascom Ave Suite 201 Date: 8/20/17

Campbell, CA 95008

Social Security# —

EIN #  
Business License # 94-3251867

CAMPBELL UNION SCHOOL DISTRICT:

\_\_\_\_\_ Date: \_\_\_\_\_