

**MEMORANDUM OF UNDERSTANDING (MOU) 2024-2025
EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELOP) GRANT**

By this Agreement made and entered into on _____ (“Effective Date”) between NAVIGATOR SCHOOLS (hereinafter referred to as **NAVIGATOR**), and BOYS & GIRLS CLUBS OF SILICON VALLEY (hereinafter referred to as **PROVIDER**), in consideration of their mutual covenants, the parties hereto agree as follows:

A. TERM OF AGREEMENT: The term of this Agreement shall commence on August 1, 2024 (the “Commencement Date”) and shall expire on June 30, 2025, unless extended or sooner terminated in accordance with the terms of this Agreement. Regardless of the date of execution of this Agreement, this Agreement is effective as of the Commencement Date.

B. DUTIES OF PROVIDER: PROVIDER agrees to provide the following services, materials, and/or products:

Locations

- PROVIDER will operate programs at the following locations:

Gilroy Prep
277 IOOF Avenue
Gilroy, CA 95020

Hollister Prep
881 Line Street
Hollister, CA 95023

Hours of Operation

- PROVIDER will ensure that the Program will operate every regular school day during the regular school year for 180 after school days and 30 intersession days during the first week in July (5), February break (5), spring break (5) and the first three weeks of summer break (15) prior to June 30, 2025. The program hours are after school beginning immediately upon the conclusion of the regular school day until 6:00 p.m. and during intersession days from 8:00 a.m. to 5:00 p.m. or 8:30 a.m. to 5:30 p.m.
- **EXCLUSIONS:** PROVIDER is allowed to close up to three days for training purposes as allowed by California Department of Education (CDE) guidelines. Proper notification of at least three weeks in advance will be given to NAVIGATOR staff, students, and families.

Early Release Policy

- PROVIDER will use an agreed upon Early Release policy and apply it on a student-by-student basis. Although students may be released early based on the established policy, the program must remain open until 6:00 p.m. on after school days.

Program Elements

- PROVIDER will ensure the safety of students through close supervision, proper training of staff, and communication with parents/families and school. The State requires a minimum staff to student ratio of 1:10 for students in transitional kindergarten and kindergarten and 1:20 for students grades in grades 1-8. Enrollment for the program will be up to 100 students.

- The program will integrate with the regular school day and other extended learning opportunities while providing a safe physical and emotional environment, opportunities for relationship-building, and promotion of active student engagement through the following required elements:
 - An educational literacy element, which includes tutoring and/or homework assistance designed to help students meet State standards in one or more of the following core academic subjects: language arts, mathematics, history and social science, science, or computer training.
 - An educational enrichment element, which offers an array of additional services, programs, and activities that reinforce and complement the regular academic program of participating students to support positive youth development. Enrichment activities may be designed to enhance the core curriculum. Examples of such activities include, but are not limited to, fine arts education activities, recreational activities, science related activities, physical fitness activities, sports leagues, career-technical education, prevention activities, and special events. Other learning support opportunities may include service-learning and mentoring.
 - When determining goals for the educational literacy and educational enrichment elements, PROVIDER will use research-based curricula and strategies that is aligned to California's Common Core State Standards (CCSS) as well as work collaboratively with the school principal to align the goals and needs of the specific school. NAVIGATOR has selected to report data on the California Assessment of Student Performance and Progress (CAASPP) assessments for the Statewide Evaluation.
- The program will offer a daily nutritious snack that meets the requirements of the U.S. Department of Agriculture (USDA) National School Lunch Program for meal supplements. PROVIDER will distribute snacks from NAVIGATOR's Child Nutrition Services and follow specific procedures regarding record keeping, disposing of unused snacks, and completing any necessary documentation.

Enrollment Process/Priority

- PROVIDER will work collaboratively with the school principals in using NAVIGATOR's established criteria and process for the enrollment of students. Students will be enrolled in the following order:
 - First priority for enrollment is given to students who are identified in the NAVIGATOR's student information system and/or on the PROVIDER's application as homeless youth or in foster care at the time they apply for enrollment into the Program.
 - Second priority will be given to students who are identified in the NAVIGATOR's student information system as qualifying for free or reduced price lunch and as an English learner.
 - Third priority will be given to students who are identified in the NAVIGATOR's student information system as qualifying for free or reduced price lunch, but not English learners
 - Fourth priority will be for English learners who do not qualify for free or reduced price lunch.
- The school principals may decide to open enrollment to other students depending on individual cases with mitigating factors.

Staffing/Hiring

- Minimum staff to student ratio is 1:10 for transitional kindergarten and kindergarten and a minimum staff to student ratio is 1:20 for students in grades 1-8.
- PROVIDER will do its own hiring and training of such staff and work collaboratively with the site principals to align the goals and needs of the specific school.

Attendance/Behavior Management

- PROVIDER will take daily attendance and check the school's Daily Attendance Report (provided by Office Manager). PROVIDER will call parents/families of any student who was present during the regular school day but absent from the Program. This will be a safety precaution to account for any student who may be opting to go elsewhere after school.
- PROVIDER will check the school site's Daily Attendance Report to see if a student was absent from the regular school day but chose to attend the Program. Students will not be allowed to attend after school if they miss the regular school day. The same guideline applies to students who have been suspended; they are not allowed to be on campus during or after school hours.
- PROVIDER will maintain an average daily attendance of 85percent of the maximum total (e.g., 85 of 100 students).
- PROVIDER will be responsible for training its staff on behavior management and will work collaboratively with the school's staff and principal to align the behavior expectations. PROVIDER will be responsible for implementing behavior management steps and will communicate with the school's staff and principal any necessary concerns regarding specific students or families.
- PROVIDER will implement a specific process regarding consequences such as being dropped from the Program for students who are consistently absent or not following guidelines. Any such actions will be communicated to the school.

Data Collection & Reporting

- PROVIDER will work collaboratively with NAVIGATOR to collect and report data, according to State requirements. This will include semi-annual attendance reports, quarterly expenditure reports; and annual fiscal and evaluation reports as well as evaluation of the effectiveness of programs. Due dates to NAVIGATOR are as follows:
 - 10 business days before January 31 (and 10 business days before July 31 for the **semi-annual attendance reports**;
 - 10 business days before October 31, 10 business days before January 31, 10 business days before April 30 and 10 business days before July 31 for the **quarterly expenditure reports**;
 - 40 business days (approximately 8 weeks) before October 15 for the **annual evaluation reports**.
- PROVIDER will use the State's standardized procedures and collection tools developed by the CDE for evaluation purposes.
- PROVIDER will keep accurate attendance records and implement a record keeping procedure for the purpose of data reporting to the State, as well as backup documentation for the school site (e.g., principal and parents) and NAVIGATOR (e.g., audits). PROVIDER will submit an Excel file with daily attendance lists as well as a summary of attendance numbers according to the specified time line above.
- PROVIDER will keep financial and attendance records for five years and will provide access upon request. PROVIDER will submit the CDE Quarterly Report and the detailed Quarterly Expenditure Report to NAVIGATOR according to the specified time line above.
- PROVIDER will complete and return daily the snack production records to Child Nutrition Services.

Program Effectiveness

- PROVIDER will use the evaluation results to monitor and revise the program to meet the goals of the NAVIGATOR and school.

Facilities

- PROVIDER shall be responsible for lost, damaged or stolen property as a result of PROVIDER's use of NAVIGATOR property.
- PROVIDER shall ensure that any space being used is left in a tidy manner and ready to be cleaned by NAVIGATOR's Maintenance staff (e.g., picking up trash from the floors, putting away books, materials, supplies, stacking chairs on tables, etc.)

C. NAVIGATOR SCHOOLS OBLIGATIONS: For the period of this Agreement, NAVIGATOR shall provide the following:

Enrollment Process/Priority

- First priority for enrollment is given to students who are identified in NAVIGATOR's student information system and/or on the PROVIDER's application as homeless youth or in foster care at the time they apply for enrollment into the Program.
- NAVIGATOR will provide and/or cross-reference student information and assessment data to school and PROVIDER in order to facilitate the enrollment process and recruitment of students.
- NAVIGATOR will work collaboratively with PROVIDER to select students using the established criteria and to recruit students through various ways of communication (e.g., posting a sign, assisting to call families, including information in newsletter).

Attendance/Behavior Management

- The school Office Manager will provide Daily Attendance Reports in PROVIDER's mailbox.
- The school staff and principals will work cooperatively with PROVIDER to ensure positive attendance and behavior management.

Data Collection & Reporting

- NAVIGATOR will work collaboratively with PROVIDER to collect and report data, according to State requirements. This will include semi-annual attendance reports, quarterly expenditure reports; and annual fiscal and evaluation reports as well as evaluation of the effectiveness of programs.
- NAVIGATOR will use the State's standardized procedures and collection tools developed by the CDE for evaluation purposes.

Program Effectiveness

- NAVIGATOR will share appropriate evaluation results with PROVIDER to facilitate the enhancement of the Program to align with NAVIGATOR and school goals.
- NAVIGATOR will include PROVIDER's staff in appropriate staff development (e.g., behavioral interventions, social-emotional wellness methods, language arts, math, etc.).

Facilities

- The physical locations where the Program is implemented will be designated as the program sites.
- NAVIGATOR will provide space as needed, to meet the attendance requirements as defined by the grant, such as classrooms, use of student restrooms, drinking fountains, playground facilities, and gym/multi-purpose rooms.
- NAVIGATOR will provide technology (i.e., student-assigned devices) for student use and internet and telephone for both staff and student use with PROVIDER adhering to NAVIGATOR's staff and student

use of technology policies with PROVIDER responsible for replacement of lost, damaged or stolen equipment.

- NAVIGATOR will provide secure space for the storage of PROVIDER's office supplies, program supplies and PROVIDER's employees' personal effects.
- NAVIGATOR will provide office/desk space for PROVIDER's Regional Director, each school site's respective Unit Director and Assistant Unit Director, if applicable.
- NAVIGATOR will provide access to non-exclusive use of the parking lot located on school site.
- NAVIGATOR will provide all water, electricity, lighting, heating, and trash removal service.
- NAVIGATOR will provide janitorial services to the space provided in school buildings at a minimum of three times per week (e.g., vacuum carpet, sweep and mop floors, wipe surfaces, clean bathrooms, and remove trash).
- NAVIGATOR will provide security, i.e., process of securing buildings and school alarms as necessary.
- NAVIGATOR will provide access codes and alarm codes for each location. PROVIDER shall be responsible for any damage, theft, fire, death, personal injury, fines, or penalties resulting from PROVIDER's use thereof. PROVIDER acknowledges and agrees building access and alarm codes are highly confidential and agrees to handle such information accordingly.
- NAVIGATOR will provide access to or will assign NAVIGATOR Equipment, which may include but is not limited to keys, key-fobs, and front office equipment ("Equipment"). PROVIDER understands and acknowledges PROVIDER is responsible for the Equipment issued to PROVIDER; PROVIDER will use the Equipment in the manner intended; PROVIDER is responsible for any damage done to Equipment, normal wear and tear excepted. Upon termination of this Agreement, PROVIDER shall return all Equipment in proper working order, normal wear and tear excepted.

D. COMPENSATION: For the full performance of this Agreement for no more than 100 students enrolled per location, NAVIGATOR shall pay PROVIDER \$692,000 as follows: \$346,000 (Gilroy Prep) and \$346,000 (Hollister Prep).

E. PAYMENT TERMS: Payment to be made as follows:

NAVIGATOR shall pay PROVIDER in ten equal monthly installments beginning with the execution of this Agreement. PROVIDER shall submit an invoice on the first day of each month to generate payment. Payment shall be paid within two business weeks of date of invoice.

Billing Address:

NAVIGATOR Schools

Attn: Ami Ortiz, Director of Business and Finance

Address: 650 San Benito Street, Suite 230, Hollister, CA 95023

F. PERIOD OF MOU: PROVIDER's work as specified in this Agreement shall commence on July 1, 2024 and shall be completed on or before June 30, 2025.

G. INSURANCE: Reference General Terms and Conditions, G.2.

The evidence of insurance is attached.

H. GENERAL TERMS AND CONDITIONS:

1. INDEMNIFICATION: PROVIDER agrees to indemnify, defend, and save harmless NAVIGATOR, its directors, officers, agents, employees, and volunteers from and against any liability, claim, action, cost, damage or loss, including reasonable costs and attorneys' fees, for injury, including death, to any person or damage to any property arising out of PROVIDER's activities under this memorandum of understanding, but excluding liability due to the sole negligence or willful conduct of NAVIGATOR. This obligation shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement. This indemnification obligation is not limited in anyway by any limitation on the amount or type of damages or compensation payable to or for PROVIDER or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefits acts.

2. INSURANCE: PROVIDER will maintain general liability insurance, automobile coverage, and workers compensation coverage in such an amount as set forth in Exhibit A herein to assure compliance with the Indemnification provision, herein above. NAVIGATOR shall be named as additional insured on an endorsement with respect to the liability coverage. PROVIDER agrees to provide Certificates of Insurance reflecting policies of insurance and NAVIGATOR'S additional insured status to NAVIGATOR prior to commencing any services.

3. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons under this Agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.

4. CONFLICT OF INTEREST: Before executing this Agreement, PROVIDER shall disclose to NAVIGATOR the identities of any board member, officer, or employee of NAVIGATOR, or relatives thereof, who PROVIDER knows of should know will have any financial interest resulting from this Agreement.

5. LICENSE AND AUTHORITY: PROVIDER will maintain all necessary licenses during the term of this Agreement. If other than a natural person, PROVIDER is duly authorized to enter into this Agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this Agreement.

6. EQUIPMENT: PROVIDER will provide all necessary equipment to render his/her services pursuant to this Agreement, unless otherwise agreed to by the parties.

7. USE OF ADDITIONAL WORKERS BY PROVIDER: PROVIDER may, at PROVIDER's own expense, employ additional workers or other PROVIDERS as necessary for the completion of this Agreement and shall maintain workers' compensation insurance as required by state law. NAVIGATOR shall not control, direct, or supervise PROVIDER's additional workers or PROVIDERS in the performance of those services. PROVIDER assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or PROVIDERS and for all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings. PROVIDER shall not hire employees of NAVIGATOR for performance of this Agreement.

8. ASSIGNMENT: Without the prior written consent of NAVIGATOR, this Agreement is not assignable by PROVIDER.

9. SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

10. FINGERPRINTING AND CRIMINAL RECORDS CHECK: PROVIDER shall comply with the provisions of Education code section 45125.1 regarding the submission of employee fingerprints with the California Department of Justice and the completion of criminal background investigations of its employees. PROVIDER shall not permit any employees to have any contact with NAVIGATOR pupils until such time as PROVIDER has verified in writing to the governing board of NAVIGATOR that such employee has not been convicted of a felony as defined in Education code 45125.1. PROVIDER's responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the NAVIGATOR and/or acting as independent PROVIDERs of PROVIDER. Verification of compliance with this section shall be provided in writing to NAVIGATOR prior to the commencement of participation in the agreed project and prior to contact with students.

11. HEALTH EXAMINATION: No person shall be initially allowed to interact with students unless he/she has placed on file with PROVIDER or NAVIGATOR a certificate from a physician licensed under the Business and professions Code indicating that a tuberculosis examination within the past 60 days shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406).

12. GOVERNING LAW: The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.

13. CHANGES OR ALTERATIONS: No changes, alterations, or variations of any kind to this Agreement are authorized without the prior written consent of NAVIGATOR.

14. HEADINGS: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the Agreement.

15. TERMINATION: Either party may terminate this Agreement upon sixty days advance written notice. NAVIGATOR will be relieved of the payment of any consideration to the PROVIDER should PROVIDER fail to perform under this Agreement or terminate Agreement prior to the compensation date. In the event of such termination, NAVIGATOR may proceed with the work in any manner deemed proper by NAVIGATOR. The cost to NAVIGATOR shall be deducted from any sum due PROVIDER under this Agreement.

16. SEVERABILITY: In the event any portion of this Agreement shall be held by a Court to be invalid, such holding shall not invalidate the remainder of this Agreement which shall remain in full force and effect.

17. **AMBIGUITY:** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

18. **COPYRIGHT:** Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of NAVIGATOR.

19. **EXPENSES:** PROVIDER will use the 85percent of the grant's total for direct services to participants. PROVIDER will be responsible for administrative costs, all costs of equipment provided by PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against PROVIDER, and all other of PROVIDER's costs of doing business. All contents and materials purchased through the Grant by either party is the property of NAVIGATOR.

20. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this Agreement, PROVIDER certifies that no one who has or who will have any financial interest under this Agreement is an officer or employee of NAVIGATOR. Additionally, as the Contractor/PROVIDER is not a NAVIGATOR employee, NAVIGATOR is not responsible for obtaining workers' compensation insurance coverage for the Contractor/PROVIDER.

I. COMMUNICATIONS: Communications between the parties to this Agreement may be sent to the following addresses:

NAVIGATOR

Navigator Schools

Attn:

Address: 650 San Benito Street, Suite 230
Hollister, CA 95023

PROVIDER

Boys & Girls Clubs of Silicon Valley

Attn: Steve Wymer, CEO

Address: 15 West San Fernando Street
San Jose, CA 95113

J. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. PROVIDER's signatures below signify both an understanding and acceptance of the contract (MOU) provisions.

NAVIGATOR:

NAVIGATOR SCHOOLS

By:

Name:

Title:

Date:

PROVIDER:

Boys & Girls Clubs of Silicon Valley

By:



Name: Steve Wymer

Title: CEO

Date: 05/29/2024

**NAVIGATOR SCHOOLS
WORKERS' COMPENSATION INSURANCE
PROVIDER'S
CERTIFICATE OF EXEMPTION**

I, Steve Wymer, doing business as Representative of Boys & Girls Clubs of Silicon Valley, hereby certify that I understand the requirements of the California Labor Code as they relate to Workers' Compensation Insurance. I certify that during the life of this MOU, I shall not employ any person in any manner so as to become subject to the Workers' Compensation requirements. In case any work is sublet, I shall require my sub-PROVIDERs similarly to provide Workers' Compensation Insurance for the sub-PROVIDER's employees, all in compliance with State laws.

I agree to fully protect NAVIGATOR SCHOOLS for any and all injury and death claims arising out of the work performed for NAVIGATOR. I agree to indemnify NAVIGATOR for any penalties and losses resulting to it from failure of either I or my sub-PROVIDERs to take out and maintain such insurance.

If, after making this Certificate of Exemption, I should become subject to the Workers' Compensation provisions of the Labor Code, I agree to forthwith comply with such provisions or this contract shall be deemed revoked.

Signature: 

05/29/2024

Name: Steve Wymer
Title: Chief Executive Officer
Address: 518 Valley Way
City, State: Milpitas, CA 95035
Phone: 408-957-9685

EXHIBIT A INSURANCE

PROVIDER represents and warrants that, at PROVIDER sole cost and expense, it will maintain for the duration of this AGREEMENT self-insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the services provided hereunder by PROVIDER, its agents, representatives, employees or subcontractors and the indemnity provisions of Section H2 of this Agreement.

The requirements of this section may be satisfied by the provision of similar coverage through self-insurance program.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Commercial General Liability coverage ("occurrence") Form Number CG 0001, including products and completed operations, and X, C, U where applicable; and
2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

PROVIDER and NAVIGATOR shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial 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; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident.
4. Cyber Liability: \$2,000,000 limit/aggregate with \$5,000 retention for First and Third Party Liability.
5. Abusive Conduct (including but not limited to sexual molestation) Liability: \$1,000,000 occurrence/\$2,000,000 aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to, and approved by NAVIGATOR's Risk Manager. At the option of NAVIGATOR, either; the insurer shall reduce or eliminate such deductibles or

self-insured retentions as respects NAVIGATOR, its officers, employees, agents and PROVIDERS; or PROVIDER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by NAVIGATOR's Risk Manager.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. NAVIGATOR, its officers, employees, agents and PROVIDERS are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, PROVIDER; products and completed operations of PROVIDER; premises owned, leased or used by PROVIDER; and automobiles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to NAVIGATOR, its officers, employees, agents and PROVIDERS.

b. PROVIDER's insurance coverage shall be primary insurance as respects NAVIGATOR, its officers, employees, agents and PROVIDERS. Any insurance or self-insurance maintained by NAVIGATOR, its officers, employees, agents or PROVIDERS shall be excess of PROVIDER's insurance and shall not contribute with it. PROVIDER, its officers, employees, agents and PROVIDERS are to be covered as additional insured as respects: Liability arising out of activities performed by or on behalf of, NAVIGATOR; products and completed operations of NAVIGATOR; premises owned, leased or used by NAVIGATOR; and automobiles owned, leased, hired or borrowed by NAVIGATOR. The coverage shall contain no special limitations on the scope of protection afforded to the PROVIDER, its officers, employees, agents, and PROVIDERS.

c. Any failure to comply with reporting provisions of the policies by PROVIDER shall not affect coverage provided NAVIGATOR, its officers, employees, agents, or PROVIDER's.

d. Coverage shall state that PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after ninety (90) days' prior written notice has been given to NAVIGATOR.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers acceptable to NAVIGATOR's Chief Executive Officer or Authorized Signatory:

Attn: Ami Ortiz, Director of Business and Finance
Address: 650 San Benito Street, Suite 230, Hollister, CA 95023

F. VERIFICATION OF COVERAGE

PROVIDER shall furnish NAVIGATOR with an Affidavit of Insurance affecting coverage required by this AGREEMENT. The Affidavit of Insurance for each coverage are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by NAVIGATOR's Chief Executive Officer or Authorized Signatory:

Attn: Ami Ortiz, Director of Business and Finance
Address: 650 San Benito Street, Suite 230, Hollister, CA 95023

G. SUBCONTRACTORS

PROVIDER shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor under similar limits of coverage.

DRAFT