

Purchase Requisition # 116645

RECEIVED

NOV 13 2019

MT. DIABLO UNIFIED SCHOOL DISTRICT  
1936 Carlotta Drive  
Concord, CA 94519

AGREEMENT BETWEEN  
MT. DIABLO UNIFIED SCHOOL DISTRICT  
AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 25 day of Oct 2019, by and between the Mt. Diablo Unified School District (hereinafter "District") and Westminster Woods Camp and Conference Center (hereinafter "Contractor").

District hereby engages Contractor to render services under the terms and conditions of this Agreement.

1. Performance of Services

(a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 5 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.

(b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed \$ 31,869.00 for Services.

The basis of the fee for Services shall be as follows:

a. \$ \_\_\_\_\_ per hour,      b. \$ \_\_\_\_\_ per day, or      c. \$ \_\_\_\_\_ per engagement.

01 9010 1110 1000 4343 0000 176 176 5800 \$ \$6,200.00 dep

01 9010 1110 1000 4343 0000 176 176 5800 \$ 25669.00 bal

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_  
BUDGET CODE(S)

Check One:

Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.

Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.

Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 10/26/19. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

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Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit B prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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4. **Professional Liability/Errors & Omissions Liability**, if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

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

**Additional Insured Status**

The District, its officers, officials, employees, and volunteers are to be named as additional insured by **endorsement** to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

**Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and **volunteers**. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

<b>INSURANCE REQUIREMENTS</b>	
No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance, Section 8, are hereby waived or modified as follows:	
Limits:	_____
Other:	_____
_____	
The initials of the Superintendent, or his/her designee, and the General Counsel, are <b>required</b> to waive or modify any Insurance requirements in this Agreement:	
_____ Superintendent or his designee	_____ General Counsel

9. **Ownership of Designs and Plans.** Contractor agrees that all designs, plans, reports, specifications, drawings, **schematics**, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
10. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, CA 94519-1397  
Attn: Superintendent

CONTRACTOR

Bus. Name: Westminster Woods  
Attn: Logistic Coordinator  
Address: 6510 Bohemian Hwy  
Occidental, CA 95465  
Phone: (707) 874-2426  
Fax: (707) 874-9129  
Email: logistics@westminsterwoods.org  
Tax ID #: 06-2307754

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Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

X  
 By: *[Signature]* 10/25/19  
Signature of Principal/Budget Administrator Date

Title: Patricia Kawahara, Principal  
Print Name and Title

Westminster Woods  
Name of Company/Organization or Independent Contractor/Consultant

By: *[Signature]* 11/5/19  
Signature of Contractor/Consultant Date

Title: Chris Rhodes - Executive Director  
Print Name and Title

Authorized and Approved by:

\_\_\_\_\_  
Superintendent or his Designee Date

Prior to commencement of service, sign and forward completed original contract packet to Purchasing.

X  
 Originator's Signature *[Signature]* 10/25/19  
Originator's Signature Date

Patricia Kawahara, Principal  
Print Name of Originator and Title

Sequoia Elementary School  
Site/Department Originating this Contract

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

\_\_\_\_\_  
\_\_\_\_\_

<i>Distribution</i>	
<i>original:</i>	<i>Purchasing with Purchase Order</i>
<i>copy:</i>	<i>Contractor</i>
<i>copy:</i>	<i>Accounts Payable/Fiscal</i>
<i>copy:</i>	<i>Originator/Budget Administrator</i>

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## EXHIBIT "A"

### LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE (NOTE THAT ALL PAYMENTS ARE GENERATED FROM AN INVOICE).

Westminster Woods Camp and Conference Center  
6510 Bohemian Highway  
Occidental, CA, 95465  
(707) 874-2426

PR 116645

Mt. Diablo Unified School District  
Maggie Meme  
277 Boyd Rd  
Pleasant Hill, CA 94523

Invoice  
October 22, 2019

#### Charges


Sequoia (Pleasant Hill) 2020: 04/27/2020 to 04/30/2020

Date	Description	Total
10/18/2019	(90 @ \$332.00) Student, 4 day program	\$29,880.00
10/18/2019	(12 @ \$252.00) Chaperone, 4 day program	\$3,024.00
10/18/2019	(90 @ \$5.50) Student, high ropes fee	\$495.00
10/18/2019	(0 @ \$332.00) Additional Chaperone, 4 day program	\$0.00
10/18/2019	(5 @ \$0.00) Teacher	\$0.00
10/18/2019	(90 @ (\$17.00)) Student, Sequoia PH 5% Discount 2019	\$-1,530.00
		\$31,869.00

#### Payments

Total Charges:	\$ 31,869.00
Total Payments:	\$ 0.00
Amount Due:	\$ 31,869.00

Deposit  
Only



#### TERMS:

To secure your reservation, a deposit in the amount of \$6,200.00 is due by 12/20/2019.

Final payment is due within 30 days of program start date by 05/27/2020.

On your payments, please include contract number 694129.

Westminster Woods can apply discounted fees at a ratio of 1 chaperone for every 8 students and 1 teacher for every 20 students. Additional chaperones and teachers must be preapproved by Westminster Woods and will be charged a corresponding fee.

## EXHIBIT "B"


### Contractor **REQUIRED** to Complete CRIMINAL BACKGROUND CHECK CERTIFICATION

**Mt. Diablo Unified School District  
Consultant/Independent Contractor Agreement - Criminal Background Check**

Name of Independent Consultant/Contractor:	Westminster Woods
Services to be performed under the Agreement:	Outdoor Education Program
School(s)/Location(s) where services will be performed:	Westminster Woods 6510 Bohemian Hwy Occidental, CA 95465
Total amount to be paid by the District under this Agreement:	\$ 31,869.00
Term of Agreement:	\$6200.00 dep, then bal upon arrival at camp
<b><i>Check the applicable box(es) and fill in any blanks.</i></b>	
1	<input type="checkbox"/> I certify that <del>none</del> of my employees, nor myself, will have more than limited contact (as defined by the District) with <u>District students</u> during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input checked="" type="checkbox"/> If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input checked="" type="checkbox"/> I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

  
\_\_\_\_\_  
Independent Contractor/Consultant Signature

Chris Rhodes 11/5/19  
\_\_\_\_\_  
Print Name Date  
Independent Contractor/Consultant

\_\_\_\_\_  
Superintendent or his/her Designee's Signature

Jose Espinoza  
\_\_\_\_\_  
Print Name Date  
Superintendent or his/her Designee's Signature



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Church & Casualty Ins Agency Inc 3440 Irvine Ave  Newport Beach CA 92660	CONTACT NAME: Rebecca Bradhurst CISR
	PHONE (A/C No. Ext): (800) 995-7525 FAX (A/C No.): (800) 995-7521 E-MAIL ADDRESS: beckie@cacia.com
INSURED  WESTMINSTER WOODS CAMP & CONFERENCE CENTER 6510 BOHEMIAN HWY  OCCIDENTAL CA 95465-9101	INSURER(S) AFFORDING COVERAGE
	INSURER A: Church Mutual Insurance Co NAIC # 18767
	INSURER B: National Union Fire Insurance Company of Pittsburgh PA
	INSURER C:
	INSURER D:
	INSURER E:

**COVERAGES** CERTIFICATE NUMBER: CL1911692464 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		0204508-02-008659	06/01/2017	06/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			0204508-02-008659	06/01/2017	06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0204508-81-008660	06/01/2017	06/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0204508-07-209700	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Volunteer Accident Medial Expense			SRG0009154850	06/01/2019	06/01/2020	Full Excess \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of insurance for Work Performed by Westminster Woods Camp & Conference Center on behalf of Sequoia Elementary School located on insured's premises, 6510 Bohemian Hwy, Occidental, CA on April 27-30, 2020. Mt. Diablo Unified School District, its officers, officials, employees & volunteers are named additional insured only with respect to the activities of the Named Insured on the above described premises. All activities/operations not specifically run/or conducted by the Named Insured are excluded. \*Refer to attached A2014.1 Endorsement. 10\*days for nonpayment of premium and 30\*days for any other reason. \*\*Refer to A267.1 Blanket Additional Insured Endorsement.

**CERTIFICATE HOLDER****CANCELLATION**

Mt Diablo Unified School District 1936 Carlotta Drive  Concord CA 94519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION  
FOR SPECIFIC ACTIVITY - PRIMARY**

Additional Insured Person(s) or Organization(s):		
Name: Mt. Diablo Unified School District, its officers, officials, employees & volunteers		
Address: 1936 Carlotta Drive		
Concord City	CA State	94519 Zip
Activity: Evidence of insurance for Work Performed by Westminster Woods Camp & Conference Center on behalf of Sequoia Elementary School located on insured's premises, 6510 Bohemian Hwy, Occidental, CA Policy #0204508-02-008659		
Date(s): April 27-30, 2020		

The General Liability Additional Provisions Form is amended to add the following:

The Who is An Insured paragraph is amended to include as an insured the person(s) or organization(s) as shown above, but only with respect to "bodily injury," "property damage," "personal injury," and "advertising injury" liability arising solely out of the operations of the Named Insured that are directly related to the activity shown above and only for the dates shown above.

Subject to paragraph one above, the insurance provided by this endorsement is primary to any applicable insurance issued specifically to the person(s) or organization(s) identified above and no insurance of the person(s) or organization(s) listed above shall be called on to contribute to a loss, notwithstanding any provision to the contrary in the General Liability Coverage Form.

The insurance afforded by this endorsement shall not be canceled except after 30 days prior written notice has been given to the insured organization listed above.