

**Meeting Date:** 9/26/2016 - 7:00 PM

**Category:** Consent Agenda

**Type:** Action

**Subject:** 15.5 (Item #5) Contract between Mt. Diablo Unified School District and The YMCA Camp Arroyo

**Strategic Plan:** Strategic Initiative 1.1 Academic Excellence and Learning  
Ensure that high expectations, equity, and equal access to educational opportunities for every student are embedded through the alignment of curriculum, powerful instructional strategies, and varied assessment practices.

**Policy:**

**Enclosure:**

**File Attachment:** YMCACamp Arroyo Outdoor Ed.pdf

**Summary:** Bel Air, Meadow Homes and Rio Vista Elementary 5th grade students will be participating in an Outdoor Education Program with The YMCA Camp Arroyo on March 22-24, 2017, April 24-28, 2017 and February 21-24, 2017, respectively. This one contract covers all three elementary schools.

**Funding:** 0301 - Elementary School General Ed  
0343 - Elementary Outdoor Education  
0930 - LCFF Targeted Supplemental Grant

**Fiscal Impact:** \$3,314 - Bel Air Elementary  
\$21,450 - Meadow Homes Elementary  
\$15,023 - Rio Vista Elementary

**Recommendation** Approve the contract between Mt. Diablo Unified School District and The YMCA Camp Arroyo.

**Recommended By:**

**Signed By:** *Signature*  
Laura Juranek - Administrative Assistant

**Signed By:** *Signature*  
Beverly Tom - School Support Administrator

**Approvals:** **Signed By:** *Signature*  
Nance Juner - Director of Fiscal Services

**Signed By:** *Signature*  
Larry Schoenke - Legal Counsel

**Signed By:** *Signature*  
Dr. Nellie Meyer - Superintendent

**Vote Results:**

**Original Motion**  
Member **Brian Lawrence** Moved, Member **Barbara Oaks** seconded to approve the **Original** motion 'Approve the contract between Mt. Diablo Unified School District and The YMCA Camp Arroyo.'. Upon a Roll-Call Vote being taken, the vote was: Aye: **5** Nay: **0**.  
The motion **CARRIED 5 - 0**

Linda Mayo      Yes  
Cheryl Hansen    Yes  
Brian Lawrence    Yes

Barbara Oaks	Yes
Debra Mason	Yes

SEP 14 2016

Purchase Requisition# R92380 - (174)

R94069 - (152)  
R94154 (115)

*[Signature]*  
MOUNTAIN VIEW USD

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

Vendor # 038583

**AGREEMENT BETWEEN  
MT. DIABLO UNIFIED SCHOOL DISTRICT  
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 1st day of July 2016, by and between the Mt. Diablo Unified School District (hereinafter "District") and The YMCA at Camp Arroyo (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 4 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 \$ <u>39,787.00</u> for Services	<u>115 - 0920 - 10 - 5895</u> \$	<u>3,314.00</u>
The basis of the fee for Services shall be as follow	<u>152 - 0843 - 10 - 5895</u> \$	<u>21,450.00</u>
a. \$ _____ per hour,	<u>174 - 0343 - 10 - 5895</u> \$	<u>11,267.25</u>
b. \$ _____ per day, or		
c. \$ _____ per engagement.	<u>174 - 0301 - 10 - 5895</u>	<u>3,755.75</u>

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 July 1, 2016. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

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 A 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.
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.

Purchase Requisition # \_\_\_\_\_

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.

**INSURANCE REQUIREMENTS**

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 **required** to waive or modify any Insurance requirements in this Agreement:

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
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

Name: YMCA at Camp Arroyo  
Attn: Alexandra Vandermeys, Prog Dir  
Address: 5535 Arroyo Rd  
Livermore CA 94550  
Phone: 925.371.8401  
Fax: 925.455.7977  
Tax ID #: 94-1156317

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

Purchase Requisition # \_\_\_\_\_

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

By: \_\_\_\_\_  
 Signature of Principal/Budget Administrator Date

Title: \_\_\_\_\_  
 Print Name and Title

YMCA of the East Bay  
 Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] 9/14/16  
 Signature of Contractor/Consultant Date

Title: David Johnson, SUP  
 Print Name and Title

Authorized and Approved by:

[Signature] 9/13/16  
 Superintendent or Designee Date

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

Originator's Signature \_\_\_\_\_ Date \_\_\_\_\_ Site/Department Originating this Contract \_\_\_\_\_

Print Name of Originator and Title \_\_\_\_\_

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

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

Distribution
original: Fiscal Services for payment
copy: Contractor
copy: Originator/Budget Administrator

## **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**

Bel Air Elementary March 22 - 24, 2017 (3 day program, \$217/student, \$183/adult) est. 50 students (requested Regional Parks Foundation Scholarship \$9,000)

Meadow Homes Elementary April 24 - 28, 2017 (5 day program \$280/student, \$210/adult) est. 121 students (requested Regional Parks Foundation Scholarship \$16,000)

Rio Vista Elementary February 21 - 24, 2017 (4 day program \$249/student, \$207/adult) due January 21, 2017 est. 90 students (requested Regional Parks Foundation Scholarship \$9,250)

Fifth grade students from the above named schools will participate in hands-on activities related to the 5th grade California Science standards. Activities will include environmental, geology, watershed, plants, ecology, social studies and Native Americans.

Fee Schedule per attached Facility Contracts:

Bel Air Elementary - deposit of \$828.50 due August 15, 2016, balance due February 22, 2017

Meadow Homes Elementary - deposit of \$5,362.50 due August 15, 2016, balance due March 24, 2017

Rio Vista Elementary - deposit of \$3,755.75 due August 15, 2016, balance due January 21, 2017

See attached Rate Sheet and Facility Contracts

Purchase Requisition # \_\_\_\_\_

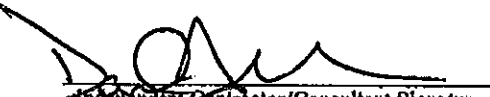
**EXHIBIT B**  
**Contractor REQUIRED to Complete**  
**CRIMINAL BACKGROUND CHECK CERTIFICATION**

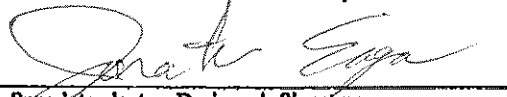
**Mt. Diablo Unified School District**  
**Consultant/Independent Contractor Agreement - Criminal Background Check**

Name of Independent Consultant/Contractor:		The YMCA at Camp Arroyo
Services to be performed under the Agreement:		Outdoor Education/Science Camp
Schools/Locations where services will be performed:		YMCA Camp Arroyo Bol Air Elementary March 22-24, 2017 Meadow Homes Elementary April 24-28, 2017 Rio Vista Elementary February 21-24, 2017
Total amount to be paid by the District under this Agreement:		\$ 39,787.00
Term of Agreement:		payment upon invoice
<b>Check the applicable box(es) and fill in any blanks.</b>		
1	<input type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students 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  
**DAVID JOHNSON** 9/14/16  
 Print Name Date  
 Independent Contractor/Consultant

  
 \_\_\_\_\_  
 Superintendent or Designee's Signature  
**Jonathan Eagan** 9/13/16  
 Print Name Date  
 Superintendent or Designee's Signature



ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT


THIS ADDENDUM TO AGREEMENT is made contemporaneously, by and between the Mt. Diablo Unified School District (hereinafter "District") and YMCA of the East Bay (hereinafter "Contractor") as follows:



1. Indemnification. District shall hold harmless, defend and indemnify Contractor (YMCA of the East Bay, The Taylor Family Foundation, Inc., the East Bay Regional Parks 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 District's performance 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 Contractor.

DISTRICT:

\_\_\_\_\_

CONTRACTOR:

  
\_\_\_\_\_  
DAVID JOHNSON  
Senior Vice President



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2017

DATE (MM/DD/YYYY)

8/4/2016

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).

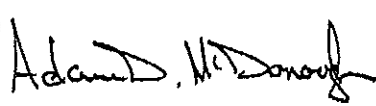
<b>PRODUCER</b> Lockton Insurance Brokers, LLC CA License #OF15767 Two Embarcadero Center, Suite 1700 San Francisco CA 94111 (415) 568-4000	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> United States Fire Insurance Company</td> <td>21113</td> </tr> <tr> <td><b>INSURER B:</b> Travelers Casualty and Surety Co of America</td> <td>31194</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> United States Fire Insurance Company	21113	<b>INSURER B:</b> Travelers Casualty and Surety Co of America	31194	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>
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<b>INSURER D:</b>														
<b>INSURER E:</b>														
<b>INSURER F:</b>														
<b>INSURED</b> 1415429 Young Men's Christian Association of the East Bay 2330 Broadway Oakland CA 94612														

**COVERAGES** YMCEA01      **CERTIFICATE NUMBER:** 11019375      **REVISION NUMBER:** XXXXXXXX

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	N	506-885657-4	6/30/2016	6/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	N	N	506-885657-4	6/30/2016	6/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	N	N	582-105820-5	6/30/2016	6/30/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	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	TC2JUB-6A050452-16	6/1/2016	6/1/2017	<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

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 Camp Arroyo YMCA East Bay - Mt. Diablo Unified School District is included as additional insured under general liability as required by contract in connection with Rio Vista's participation of the Outdoor Environmental Education at 5535 Arroyo Road, Livermore, CA 94550, Bel Air attending; Rio Vista attending and Meadow Homes's attending, for liability arising out of the operations of the insured.

<b>CERTIFICATE HOLDER</b> 11019375 Mt. Diablo Unified School District 1926 Carlotta Drive Concord CA 94519	<b>CANCELLATION</b> See Attachment  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 REPR: 
--	---

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

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED TO THIS POLICY BY WRITTEN CONTACT OR AGREEMENT, UNLESS SUCH CONTRACT OR AGREEMENT IS EXECUTED AFTER THE DATE OF LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is an Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respects to the insurance afforded to these additional insured, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Contract No. OEE2017047

Signed Contract, Standard Terms & Deposit Due: June 1, 2016

RECEIVED

The YMCA at Camp Arroyo  
5535 Arroyo Road, Livermore, CA 94550  
(925) 371-8401 ph (925) 455-7977 fax  
email: camparroyo@ymcaeastbay.org

JUN 14 2016

*[Handwritten Signature]*  
SIGNED

**Facility Contract**

Group Name: Meadow Homes Elem.  
Primary Contact: Kory Rleboldt  
rleboldtk@mdusd.org  
Arrival: April 24, 2017 at 12:00 pm  
Departure: April 28, 2017 at 1:00 pm

Address: 1371 Detroit Avenue Concord, CA 94520  
Tel: (925) 872 - 0271

Qty	Description	Unit Price	Total
<b>Fees for a 5-Day Outdoor School Trip</b>			
121	Students @ \$280.00 per person	\$280.00	\$33,880.00
17	Adults/Teachers @ \$210.00 per person (1:11 minimum ratio required) <i>Additional students/adults will be billed at the unit price.</i>	\$210.00	\$3,670.00
<b>Total Trip Fee</b>			<b>\$37,450.00</b>
<b>Adjustments</b>			
-1	Less Requested Regional Parks Foundation Scholarship	\$16,000	(\$16,000)
<b>Amount Due</b>			
	25% deposit due <del>June 1, 2016</del> <sup>August 30th</sup> <del>August 30, 2016</del> <sup>approved SW.</sup>	AV approved	\$6,362.50
<b>Remaining balance due (minus deposit) March 24, 2017</b>			<b>\$16,087.50</b>

**Cancellation Policy & Guaranteed Minimum Fee:**

If Group reserving camp terminates this agreement with less than 90 days advance notice without using the facilities as agreed, Group reserving camp agrees to pay the entire remaining balance of the Guaranteed Minimum Fee as liquidated damages. Group reserving camp will be released from payment of the Guaranteed Minimum Fee, but **not the non-refundable deposit**, provided written notice of the termination is received by Camp Arroyo no later than 90 days before the scheduled arrival date.

Guaranteed Minimum Fee: \$19560

Based on Minimum Guaranteed Participants: 115 kids/16 Adults

The Group reserving camp may not bring additional participants above the Maximum Participant Limit without approval from Camp Arroyo at least 4 weeks in advance of the scheduled trip.

Maximum Participant Limit: 132 kids/12 adults

**Our Check Policy:**

If your check or automatic draft is returned NSF, it may be re-presented electronically and you will be assessed a processing fee of \$25.00 or the maximum amount allowed by law. The check writer is also responsible for all other recovery costs, including attorney's fees and taxes.

Please acknowledge your acceptance of this Facility Contract by signing and dating this form below and sending it with your deposit and the signed Use Agreement Standard Terms by the due date indicated above to Camp Arroyo Business Office at the address indicated above. Reservation is only guaranteed upon receipt of all Agreements and deposit. Please make checks payable to **YMCA Camp Arroyo**.

X *Chris Holleran*  
Authorized Signature  
Name (printed) Chris Holleran

Date: 8/19/16  
Title: Asst. Supt.

Contract No. OEE2017025

Signed Contract, Standard Terms & Deposit Due: June 1, 2016

The YMCA at Camp Arroyo  
5535 Arroyo Road, Livermore, CA 94550  
(925) 371-8401 ph (925) 455-7977 fax  
email: camparroyo@ymcaeastbay.org

RECEIVED

JUN 14 2016

**Facility Contract**

Group Name: Rio Vista Elementary  
Primary Contact: Susan Valdez  
valdezs@mdusd.org

Address: 611 Pacific Avenue Bay Point, CA 94565  
Tel: (925) 458 - 6101

Additional Contact: Jonathan Moses, mosesj@mdusd.org

Arrival: February 21, 2017 at 12:00 pm  
Departure: February 24, 2017 at 1:00 pm

*Susan Valdez*  
SUSAN VALDEZ

Qty	Description	Unit Price	Total
<b>Fees for a 4-Day Outdoor School Trip</b>			
90	Students @ \$249.00 per person	\$249.00	\$22,410.00
9	Adults/Teachers @ \$207.00 per person (1:11 minimum ratio required) <i>Additional students/adults will be billed at the unit price.</i>	\$207.00	\$1,863.00
<b>Total Trip Fee</b>			<b>\$24,273.00</b>
<b>Adjustments</b>			
-1	Less Requested Regional Parks Foundation Scholarship	\$9,250	(\$9,250)
<b>Amount Due</b>			
		August 30th <i>August 30th</i> 25% deposit due <del>June 1, 2016</del>	<i>2016 Approved SV.</i> AV approved \$3,756.75
<b>Remaining balance due (minus deposit) January 21, 2017</b>			<b>\$11,267.25</b>

**Cancellation Policy & Guaranteed Minimum Fee:**

If Group reserving camp terminates this agreement with less than 90 days advance notice without using the facilities as agreed, Group reserving camp agrees to pay the entire remaining balance of the Guaranteed Minimum Fee as liquidated damages. Group reserving camp will be released from payment of the Guaranteed Minimum Fee, but **not the non-refundable deposit**, provided written notice of the termination is received by Camp Arroyo no later than 90 days before the scheduled arrival date.

**Guaranteed Minimum Fee: \$13571**

**Based on Minimum Guaranteed Participants: 85 kids/8 Adults**

The Group reserving camp may not bring additional participants above the Maximum Participant Limit without approval from Camp Arroyo at least 4 weeks in advance of the scheduled trip.

**Maximum Participant Limit: 99 kids/11 adults**

**Our Check Policy:**

If your check or automatic draft is returned NSF, it may be re-presented electronically and you will be assessed a processing fee of \$25.00 or the maximum amount allowed by law. The check writer is also responsible for all other recovery costs, including attorney's fees and taxes.

Please acknowledge your acceptance of this Facility Contract by signing and dating this form below and sending it with your deposit and the signed Use Agreement Standard Terms by the due date indicated above to Camp Arroyo Business Office at the address indicated above. Reservation is only guaranteed upon receipt of all Agreements and deposit. Please make checks payable to **YMCA Camp Arroyo**.

X *Chris Holleran*  
Authorized Signature  
Name (printed) Chris Holleran

Date: 8/9/16  
Title: Asst. Sept.

Contract No. OEE2017037

Signed Contract, Standard Terms & Deposit Due: June 1, 2016

The YMCA at Camp Arroyo  
5535 Arroyo Road, Livermore, CA 94550  
(925) 371-8401 ph (925) 455-7977 fax  
email:camparroyo@ymcaeastbay.org

RECEIVED

JUN 14 2016

*[Signature]*  
MDUSD

**Facility Contract**

Group Name: Bel Air Elementary  
Primary Contact: Rebecca Campos  
campos@mdusd.org

Address: 663 Canal Road Bay Point, CA 94563  
Tel: (925) 458 - 2606

Arrival: March 22, 2017 at 12:00 pm  
Departure: March 24, 2017 at 1:00 pm

Qty	Description	Unit Price	Total
<b>Fees for a 3-Day Outdoor School Trip</b>			
50	Students @ \$217.00 per person	\$217.00	\$10,850.00
8	Adults/Teachers @ \$183.00 per person (1:11 minimum ratio required) <i>Additional students/adults will be billed at the unit price.</i>	\$183.00	\$1,464.00
<b>Total Trip Fee</b>			<b>\$12,314.00</b>
<b>Adjustments</b>			
-1	Less Requested Regional Parks Foundation Scholarship	\$9,000	(\$9,000)
<b>Amount Due</b>			
		August 30th <del>August 30, 2016</del> 25% deposit due <del>June 1, 2016</del>	\$828.50
<b>Remaining balance due (minus deposit) February 22, 2017</b>			<b>\$2,485.50</b>

*AV approved*  
*2016 approved*  
*RF*

**Cancellation Policy & Guaranteed Minimum Fee:**

If Group reserving camp terminates this agreement with less than 90 days advance notice without using the facilities as agreed, Group reserving camp agrees to pay the entire remaining balance of the Guaranteed Minimum Fee as liquidated damages. Group reserving camp will be released from payment of the Guaranteed Minimum Fee, but **not the non-refundable deposit**, provided written notice of the termination is received by Camp Arroyo no later than 90 days before the scheduled arrival date.

**Guaranteed Minimum Fee: \$2297**

**Based on Minimum Guaranteed Participants: 47 kids/6 Adults**

The Group reserving camp may not bring additional participants above the Maximum Participant Limit without approval from Camp Arroyo at least 4 weeks in advance of the scheduled trip.

**Maximum Participant Limit: 55 kids/10 adults**

**Our Check Policy:**

If your check or automatic draft is returned NSF, it may be re-presented electronically and you will be assessed a processing fee of \$25.00 or the maximum amount allowed by law. The check writer is also responsible for all other recovery costs, including attorney's fees and taxes.

Please acknowledge your acceptance of this Facility Contract by signing and dating this form below and sending it with your deposit and the signed Use Agreement Standard Terms by the due date indicated above to Camp Arroyo Business Office at the address indicated above. Reservation is only guaranteed upon receipt of all Agreements and deposit. Please make checks payable to YMCA Camp Arroyo.

X *Chris Holleran*  
Authorized Signature  
Name (printed) Chris Holleran

Date: 8/17/16  
Title: Asst. Supt.



## YMCA East Bay Outdoor School at Camp Arroyo

### Rates for Fall 2016- Spring 2017

Programs Meet Common Core & Next Generation Science Standards  
for 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> Grade Curriculum

<b>Program Selection</b>	<b>Rate per Attendee</b> <i>* Adults required 1 per 11 students (1:11)</i>
<b>3 Day/ 2 Nights</b> Includes 6 meals	\$217 per Student \$183 per Adult
<b>4 Days / 3 Nights</b> Includes 9 meals	\$249 per Student \$207 per Adult
<b>5 Days / 4 Nights</b> Includes 12 meals	\$280 per Student \$210 per Adult

In addition to our standards based curriculum, programs emphasize social skills, team building, and personal success for each student.

For more information or to schedule your school group please contact Alex Vandermeys at [avandermeys@ymcaeastbay.org](mailto:avandermeys@ymcaeastbay.org) or 925.455.7978.

Camp Arroyo is owned and maintained by East Bay Regional Park District and is managed in partnership with The Taylor Family Foundation and YMCA of the East Bay.

