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Purchase Requisition # R88959

BUDGET & FISCAL

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

On File
W-9
Attached Insurance

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

THIS AGREEMENT is made this 27 day of OCT, 2015, 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 \$ 3,568.00 for Services 115 - 0930 - 10 - 5895 \$ 3,568.00

The basis of the fee for Services shall be as follow _____ \$ _____

a. \$ _____ per hour, _____ \$ _____

b. \$ _____ per day, or _____ BUDGET CODE(S)

c. \$ 3,568.00 per engagement.

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 OCTOBER 2015. 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 # R88959

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: THE YMCA AT CAMP ARROYO
Attn: ALEXANDRA VANDERMEYS, PROJ. DIR.
Address: 5535 ARROYO ROAD
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 # R88959

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

The YMCA at Camp Arroyo
Name of Company/Organization or Independent Contractor/Consultant

By: Marco A. Franco
Signature of Principal/Budget Administrator Date 28 Oct 15

[Signature] 1/24/16
Signature of Contractor/Consultant Date

Title: Principal
Print Name and Title

Title: David Johnson - SVP
Print Name and Title

Authorized and Approved by:
[Signature] 1/26/16
Superintendent or Designee Date

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

Marco A. Franco
Marco A. Franco 28 Oct 2015
Originator's Signature Date

Bel Air Elementary
Site/Department Originating this Contract

Marco A. Franco, Principal
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

Purchase Requisition # R88959

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**

PLEASE SEE ATTACHED FACILITY CONTRACT NO. OBE2016003 - TOTALING \$3,568.00
DATES OF FIELD TRIP ARE MARCH 9-11, 2016

FOR 52 STUDENTS, 8 ADULT CHAPERONES TO ATTEND CAMP

DEPOSIT/PREPAY OF \$892.00 DUE TO YMCA ON JANUARY 15, 2016 IN ORDER TO INSURE
RESERVATION OF CAMP.

BALANCE DUE AT THE COMPLETION OF THE FIELD TRIP - \$2,676.00

Purchase Requisition # R88959



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:		<u>YMCA @ East Bay</u>
Services to be performed under the Agreement:		<u>Outdoor Camp</u>
Schools/Locations where services will be performed:		<u>Camp Arroyo</u>
Total amount to be paid by the District under this Agreement:		<u>\$ 3,568</u>
Term of Agreement:		
Check the applicable box(es) and fill in any blanks.		
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	Superintendent or Designee's Signature
<u>David J. Schwan</u>	<u>MARY-LOUISE NEWLING</u>
<u>1/19/16</u>	<u>1/26/16</u>
Print Name	Print Name
Date	Date
Independent Contractor/Consultant	Superintendent or Designee's Signature

Contract No. OEE2016003

Signed Contract, Standard Terms & Deposit Due: June 1, 2015

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

Facility Contract

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

Address: 663 Canal Rd., Bay Point, CA 94563
Tel: 925.458.2606

Arrival: March 9, 2016 at 12:00 pm
Departure: March 11, 2016 at 1:00 pm

Qty	Description	Unit Price	Total
	Fees for 3-Day Outdoor School Trip		
52	Students @ \$214.00 per person	\$214.00	\$11,128.00
8	Adults/Teachers @ \$180.00 per person (1:11 minimum ratio required) <i>Additional students/adults will be billed at the unit price.</i>	\$180.00	\$1,440.00
	Total Trip Fee		\$12,568.00
	Adjustments		
-1	Less Requested Parks Foundation Scholarship	\$9,000	(\$9,000)
	Amount Due		
	25% deposit due June 1, 2015		\$892.00
	Remaining balance due (minus deposit) February 9, 2015		\$2,676.00

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: \$11,386

Based on Minimum Guaranteed Participants: 49 kids/5 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: 58 kids / 8 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 Mario A. Llanos Date: 1-12-16
Authorized Signature

Name (printed) Franco Arroyo Title Principal

x Mary Louise Newling 1/26/16
Mary Louise Newling, Asst. Sup. Elem.

R 89952

Camp Arroyo Use Agreement Standard Terms

This use of facilities Agreement is between the YMCA of the East Bay, a California non-profit corporation (hereinafter referred to as "YMCA") and Bel Air Elementary in Mt. Diablo Unified School District, (hereinafter referred to collectively as "User"). The Agreement provides for use of Camp Arroyo (hereinafter referred to as "Facility") for the activities and purposes as detailed below. Dates of use and financial considerations are addressed in the attached Facility Contract (a separate document), and both documents must be completed for this Agreement to be finalized.

IN FURTHER CONSIDERATION OF RECEIVING PERMISSION TO ENTER YMCA CAMP ARROYO FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, EVALUATION OR USE OF FACILITIES OR EQUIPMENT, THE PARTIES MUTUALLY AGREE TO THE FOLLOWING:

1. To the fullest extent allowed by law, User shall defend, indemnify and hold harmless the YMCA of the East Bay ("YMCA"), the East Bay Regional Parks District and the Taylor Family Foundation, Inc. and its directors, officers, agents, employees and volunteers, against any claim or demand arising from any actual or alleged act, error, or omission by User or its directors, officers, agents, employees or volunteers arising from User's duties and obligations described in this agreement or imposed by law.

1. To the fullest extent allowed by law, YMCA shall defend, indemnify and hold harmless User and its directors, officers, agents, and employees, against any claim or demand arising from any actual or alleged act, error, or omission by YMCA or its directors, officers, agents, employees or volunteers arising from YMCA's duties and obligations described in this agreement or imposed by law.

1. User and YMCA agree to purchase and/or maintain through the duration of this agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$5 million per occurrence and in the aggregate. The insurance or coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability and completed operation(s), and educator's legal liability coverages, if applicable. To the full extent of the Parties' respective indemnity obligations, but only up to the agreed limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" status, or "additional covered party" status if applicable, to all proposed indemnities, with such coverage to be provided on a "primary" basis.

1. Each Party also represents that for the period of this agreement they will also purchase and maintain [real or personal property insurance or coverage, as well as

any] insurance or liability coverage required by law or regulation, including workers' compensation coverage. With respect to such coverage[s], and upon request, each Party shall provide evidence of such coverage by way of a Certificate of Insurance or Certificate of Coverage.

1. The Parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the Parties' actual or alleged performance or non-performance of or their respective rights, privileges, or obligations existing under this agreement.

1. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

In the event that any portion of this Agreement results in a violation of any law of the State of California, the parties agree that such portion shall be severable, and that the remaining provisions of this Agreement shall continue in full force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

- (a) **USE:** User is granted the permit to use Camp Arroyo on the dates set forth in the Facility Contract.
- (b) **ASSIGNMENT:** User shall not assign or sublet this Agreement or any portion thereof without the prior written consent of the YMCA.
- (c) **INSURANCE:** User shall provide certificates of the required insurance that are updated annually and provide notice of cancellation to YMCA. A copy of the certificates and additional insured endorsements must be provided to the YMCA at least 15 days in advance of User's arrival at camp.
- (d) **FOOD SERVICE:** YMCA shall provide meals as set forth in the Facility Contract. User shall inform YMCA of the number of individuals for food service not less than two weeks prior to the beginning of camp. YMCA shall provide all meals, unless the site is being leased on a "Facility Use Only" basis; or User has fewer than 30 participants and is choosing a vendor from the YMCA's preferred catering list. No individual shall be permitted to use the kitchen or to prepare food at any time.
- (e) **CONDITIONS:** As a condition to holding this camp and receiving this use permit, User shall comply with each of the following conditions:
 - i. User shall not violate any city, county, or state law in or about the said Facility and shall comply with all camp rules and regulations now in force or subsequently adopted.
 - ii. Camp Arroyo has a maximum sleeping capacity of 144. Sleeping outdoors or in tents is not permitted. User agrees not to decrease its confirmed number of participants as stipulated in the Facility Contract.
 - iii. User agrees to complete and return the following forms and any additional forms that may be subsequently requested by the YMCA: Guest Cabin Housing Form; Group Needs Assessment Form; Orientation Guidelines; Table Groups, and Adventure Groups Forms. Forms must be received by YMCA by the specified due dates.
 - iv. The camp sessions shall be conducted under the overall personal supervision of User's Camp Director who will coordinate, control and supervise all camp

activities. User's Camp Director may designate a substitute camp director as long as said substitute meets established qualification guidelines (e.g. CPR, First Aid certified etc.) and is covered by the insurance provided. User's Camp Director is responsible for immediately communicating in writing any unsafe conditions or problems to the YMCA Camp Arroyo Camp Director.

v. Any additions to the site made by the User shall only be temporary in nature; and approved by YMCA Camp Arroyo in writing prior to installation; and comply with the list of approved temporary additions /changes attached to this Agreement and marked Exhibit A, when applicable to User's camp. User is responsible for the removal and, if necessary, the disposal, of all materials used in the temporary addition.

vi. No signs or barriers shall be placed or used in the Camp without the prior written authorization of the YMCA. Nothing shall be nailed or tacked to trees or other vegetation or structures.

vii. User shall be responsible for and its insurance shall apply to all participants, guests, invitees and/or entrants in all circumstances.

(f) **UTILITIES:** The YMCA of the East Bay shall provide water, electricity, and garbage disposal on a "normal use" basis without charge to the User.

(g) **JANITORIAL:** The YMCA shall provide janitorial service prior to User's arrival and after User's departure. User agrees to be responsible for the cleaning of the cabins during its stay. User agrees to pay for all damage to any portion of the Facility incurred during User's stay.

(h) **HEALTH & SAFETY:** User shall be solely responsible for all first aid and medical supervision or treatment.

i. User agrees to furnish qualified staff for health care needs and supervision, including, but not limited to, CPR and First Aid certification.

ii. User shall bring and have available at all times a current list of participants that includes: names, and addresses, emergency contact information, allergies and health conditions and in addition for each minor under the age of 18, a signed form granting permission to User for emergency medical treatment or a signed waiver exempting them from emergency treatment due to religious or personal beliefs.

iii. User is responsible for all emergency and non-emergency transportation.

iv. The YMCA prohibits hunting, fireworks, firearms, ammunitions or explosives at the Facility. The use of gasoline, flammables, poisonous substances and hand and power tools are also prohibited.

v. User will prohibit smoking except in designated areas and is responsible for warning all participants of the hazards of smoking outside of the designated areas at the Facility. Open fires are not permitted. BBQ units are permitted only with prior authorization and only under the supervision of YMCA staff.

vi. Use of vehicles at the Facility is restricted to roads and parking areas. The speed limit on all Facility roads is 10 mph. Speed limit is strictly enforced.

(i) **POOL AREA USE:** No one shall enter the pool area unless a YMCA lifeguard, or one approved by YMCA is present. The pool will be available for use May 1 through October 15, weather permitting.

(j) **CLIMBING WALL/CHALLENGE COURSE:** No one shall enter the climbing wall or challenge course areas unless a YMCA staff person, or one approved by YMCA, is present. The climbing wall will be available for use weather permitting. All participants must be at least 10 years of age, and free of medical or physical conditions, which might create undue risk to himself/herself or to others.

(k) **USER PERSONNEL:** YMCA reserves the right to require User to remove from the Facility any persons, who in the sole discretion of the YMCA, are creating a disturbance or who are otherwise disrupting activities at YMCA Camp Arroyo. User agrees to permit

only authorized persons to enter Camp Arroyo and shall take all necessary steps to remove unauthorized persons from the Facility. User shall provide at least one adult chaperone/counselor, age 18 or older, for every 11 campers.

(l) DAMAGES, OTHER FEES, COSTS AND EXPENSES.

i. User agrees to pay YMCA for all damage to any portion of the Facility and/or equipment incurred during User's use of YMCA Camp Arroyo, that arises from or is caused by an error, omission or negligent act of the User, its officer, agents or employees. The determination of that amount shall be in the YMCA's sole discretion, but at all times will be reasonable, and will include, but is not limited to, YMCA's costs for contractors, maintenance personnel, and camp operations staff as well as any costs for materials, garbage removal, or equipment rental.

ii. The Guaranteed Minimum Fee is based on the number of persons guaranteed by the User. The fee is based on the guaranteed number whether or not the number of actual participants is fewer. The fee also applies if the User terminates this Agreement without 90 days prior written notice or does not attend Camp.

(m) MISCELLANEOUS: User warrants that the person signing this Agreement has the authority to execute this Agreement on its behalf.

i. This Agreement may be altered or amended only by written agreement of both parties.

ii. User agrees that the total number of its group will not exceed the building maximum at any time.

(n) ATTORNEYS' FEES: If legal action shall be brought by either of the parties in connection with this Agreement, the party prevailing in said action shall be entitled to recover from the party not prevailing its costs of suit and reasonable attorneys' fees, which shall be fixed by the court.

(o) SPECIAL RIGHT OF TERMINATION FOR BREACH: In the event, after warning by authorized YMCA, The Taylor Family Foundation, or the East Bay Regional Parks District personnel or their agents, User continues to fail to perform any requirement of this Agreement, YMCA shall have the right to terminate this Permit by notice to any officer of User, User's Camp Director or substitute or other User personnel in charge, whereupon User shall immediately terminate its use of the Facility and cause all participants to promptly remove any equipment or other personal property owned by User's participants.

(p) CANCELLATION:

i. The YMCA must receive written notice of cancellation from the User 90 days prior to arrival day or the User shall forfeit the deposit for the use of Camp Arroyo. The User will forfeit the total amount of their fees and deposit if the YMCA receives notice of cancellation by the user in less than 30 days.

ii. If the YMCA closes Camp Arroyo or is unable to make the Facility available to User for any reason, the YMCA will promptly give notice to User, and the YMCA will process a full refund of all fees and deposits which shall be the sole obligation of YMCA to User. This Agreement may be terminated at any time by YMCA by giving User thirty (30) days prior written notice.

[SIGNATURES ON NEXT PAGE]

USER HAS READ, UNDERSTANDS, AGREES TO BE BOUND BY AND VOLUNTARILY SIGNS THIS USE OF PREMISES AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

USER:

Marco A. Franco

YMCA of the East Bay

[Signature]

Signature

Signature

Marco A. Franco

David Johnson

Name (printed)

Name (printed)

Title

Principal

Senior Vice President

Title

Date 1-12-16

Date 1/19/16

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Young Men's Christian Association of the East Bay		
	2 Business name/disregarded entity name, if different from above dba YMCA of the East Bay and YMCA Camp Loma Mar		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) 2330 Broadway		Requester's name and address (optional)
	6 City, state, and ZIP code Oakland, CA 94612		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] []	or
Employer identification number	
9 4 - 1 1 5 6 3 1 7	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

To whom it may concern:

Please be advised regarding your request for Camp Arroyo to appear on the W-9 provide to Mount Diablo Unified School District.

There is no legal entity known as Camp Arroyo. Camp Arroyo is an entity operated under the corporate umbrella of the YMCA of the East Bay. Therefore our accounting department cannot issue a W-9 with the Camp Arroyo name.

If you should have further questions, please contact our Association Office at 510.451.8039.

Sincerely,

Angie Swank | Senior Program Director
YMCA Camping Services
The YMCA at Camp Arroyo
5535 Arroyo Rd Livermore, CA 94550
www.camparroyo.org
P: 925.455.7976



CERTIFICATE OF LIABILITY INSURANCE

6/1/2016

DATE (MM/DD/YYYY)
10/27/2015

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 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 Lockton Insurance Brokers, LLC CA License #OF15767 Two Embarcadero Center, Suite 1700 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1346435 Young Men's Christian Association of the East Bay 2330 Broadway Oakland CA 94612	INSURER A: United States Fire Insurance Company NAIC # 21113	
	INSURER B: Travelers Property Casualty Co of America 25674	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES YMCEA01 **CERTIFICATE NUMBER:** 13565811 **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 SUBR (INSR) Y/N	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 <input checked="" type="checkbox"/> BBL @ \$1M <input checked="" type="checkbox"/> Abuse & Mol \$1M GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:	Y	N	506-881838-7	6/30/2015	6/30/2016	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 - COMPI/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp & Col Ded \$1K	N	N	506-881838-7	6/30/2015	6/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	582-103952-1	6/30/2015	6/30/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ 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-6A050452-15	6/1/2015	6/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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.
 RE: District Schools bring classes to Camp Arroyo for Outdoor Ed, 2015-2016 school year. Mount Diablo Unified School District is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER 13565811 Mount Diablo Unified School District 1936 Carlotta Dr. Concord CA 94564	CANCELLATION 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: <i>Adam D. McDonough</i>
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rights reserved.

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. OEE2016003

Signed Contract, Standard Terms & Deposit Due: June 1, 2015

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

Facility Contract

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

Address: 663 Canal Rd., Bay Point, CA 94563
Tel: 925.458.2606

Arrival: March 9, 2016 at 12:00 pm
Departure: March 11, 2016 at 1:00 pm

Qty	Description	Unit Price	Total
Fees for 3-Day Outdoor School Trip			
52	Students @ \$214.00 per person	\$214.00	\$11,128.00
8	Adults/Teachers @ \$180.00 per person (1:11 minimum ratio required) <i>Additional students/adults will be billed at the unit price.</i>	\$180.00	\$1,440.00
Total Trip Fee			\$12,568.00
Adjustments			
-1	Less Requested Parks Foundation Scholarship	\$9,000	(\$9,000)
Amount Due			
25% deposit due June 1, 2015			\$892.00
Remaining balance due (minus deposit) February 9, 2015			\$2,676.00

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: \$11,386

Based on Minimum Guaranteed Participants: 49 kids/5 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: 58 kids / 8 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 Mario A. Arroyo
Authorized Signature

Date: 1-12-16

Name (printed) Franco Arroyo

Title Principal

X Mary Louise Newling, Asst. Sup. Elem.

R 89952

USER HAS READ, UNDERSTANDS, AGREES TO BE BOUND BY AND VOLUNTARILY SIGNS THIS USE OF PREMISES AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

USER:	YMCA of the East Bay
<i>Marco A. Franco</i>	_____
Signature	Signature
<i>Marco A. Franco</i>	David Johnson
Name (printed)	Name (printed)
_____	Senior Vice President
Title	Title
<i>Principal</i>	_____
Date	Date
<i>1-12-16</i>	_____