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ES ASST SUPERINTENDENT

Purchase Order # R109706

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519



Amendment No. 1 to

- Independent Service Contract
- Master Contract

This Amendment is entered into between the Mt. Diablo Unified School District (MDUSD) and YMCA Camp Arroyo (CONTRACTOR). MDUSD entered into an Agreement with CONTRACTOR for professional services on April 15-17, 20 19 and the parties agree to amend that Agreement as follows.

1. **Services:** (Check and complete ONE of the options below).
 CONTRACTOR agrees to provide the following amended services. (Provide full description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary).

Change date from Feb 19-22, 2019 to April 15-17
Change # of days from 4 days/3 night to 3 days/2 nights.

- The scope of work is attached as Exhibit A (incorporated by reference to the extent that it is subordinate to and not inconsistent with this Agreement).
- The scope of work is unchanged.

2. **Terms:** (Check and complete ONE of the options below).

- The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20_____.
- The contract term is unchanged.

3. **Compensation:** (Check and complete ONE of the options below. This provision may only be changed if there is also a change to the above Services OR Terms of the Contract).

- The rate is amended by an increase of \$ _____ for _____ type of service decrease of \$ _____ for _____ type of service

- The contract amount is amended by an increase of decrease of \$ 3025.⁰⁰ to original contract amount.

The amended contract amount rate is now \$ 11875.⁰⁰

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:** This contract has previously been amended as follows:

| No. | Date | General Description of Reason for Amendment | Amount of Increase/Decrease |
|-----|------|---|-----------------------------|
| | | | \$ |
| | | | \$ |
| | | | \$ |

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Superintendent (or his designee).

Mt. Diablo USD
By: [Signature]
Budget Administrator/Principal

Mt. Diablo USD
By: [Signature]
Superintendent or Designee

Contractor
By: [Signature]
Date: 11/13/18

Board Approval (if needed)
Docket Number: _____
Agenda Item Number: _____
Date: _____

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: Rio Vista Elementary
Primary Contact: Jonathan Moses
 goonie1322@gmail.com, mosesj@mdusd.org
Arrival: April 15, 2019 at 12:00 pm
Departure: April 17, 2019 at 1:00 pm

Address: 611 Pacifica Ave., Bay Point, CA 94565
Tel: (925) 458 - 6101

| Qty | Description | Unit Price | Total |
|--|--|------------|--------------------|
| Fees for a 4-Day Outdoor School Trip | | | |
| 75 | Students @ \$227.00 per person | \$227.00 | \$17,025.00 |
| 10 | Adults/Teachers @ \$185.00 per person (1:11 minimum ratio required) <i>Additional students/adults will be billed at the unit price.</i> | \$185.00 | \$1,850.00 |
| Total Trip Fee | | | \$18,875.00 |
| Adjustments | | | |
| -1 | Less Requested Regional Parks Foundation Scholarship | \$7,000.00 | -\$7,000.00 |
| Amount Due | | | |
| 25% deposit due June 1, 2018 | | | \$2,968.75 |
| Remaining balance due (minus deposit) January 19, 2019 | | | \$8,906.25 |

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: \$10,782

Based on Minimum Guaranteed Participants: 71 kids/9 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: 83 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 _____
 Authorized Signature

Date: 11/19/18

Name (printed) Jose Espinoza

Title Assistant Superintendent
Elementary