SAN LEANDRO UNIFIED SCHOOL DISTRICT

CONTRACTED SERVICES AGREEMENT

INSTRUCTIONS:

1. Submit Contracted Services Agreement for Board Approval at least 1 month prior to services.
2. Forms must be completed with all required signatures and have Board approval before the consultant/independent contractor can perform services for the District. (Requests submitted after services are performed will jeopardize payment.)
3. Clearances must be obtained with Human Resources Dept. (if applicable) prior to the start of services. Originating Dept. will follow up with HR once the contract is received.

Requested by: Lynda Hornada (SLUSD) Print Name / [signature] Signature / 4/10/19 Date

Name of Consultant/Organization: YMCA Camp Arroyo

5535 Arroyo Rd Address / Livermore City / CA State / 94550 Zip

(925) 371-8401 Telephone Number / (925) 455-7977 Fax Number / camparroyo@ymcaeastbay.org Cell # or E-Mail Address

SCOPE OF WORK: 5th Grade students will participate in a Science Outdoor Education camp for 3 days / 2 nights.

LOCATION OF SERVICES: Camp Arroyo - Livermore

DATE(S) OF SERVICE: April 29 - May 1

ESTIMATED COST: $10,885 (and/or hourly Rate: $_____)

NAME OF PROGRAM: The YMCA at Camp Arroyo

BUDGET NUMBER: 010-5814-0888-1110-1000-002-02-001 / 010-5809-0903-5001-2100-049-49-241 (or ASB funds___) / 010-5814-9202-1110-1000-002-02-549

Administrator/Program Manager Approval:

Lynda Hornada Print Name / [signature] Signature / Date: 4/10/19

Consultant/Contractor:

Kent Chapple Print Name / [signature] Signature / Date: 4/12/19

Business Manager: Initial: _____ Date: _____ Human Resources: Initial: _____ Date: _____

The Contracted Services Agreement must include the following before going to Purchasing Dept. for processing. Check off and attach all documentation that applies.

___ **BOARD APPROVAL DATE:** _____

___ **Clearances with Human Resources:** ___ **Fingerprinting** ___ **TB**

___ Add as Vendor ___ W-9 Tax Form ___ EDD form (Employment Development Dept.)

___ Copy of Requisition ___ Invoice Attached

Note: District staff cannot be employed as a consultant/independent contractor.

Distribution:

___ Originating Department ___ Human Resources ___ Purchasing Department

REVISED 2-20-14 Ra/rMMdc

YMCA of the East Bay, Camp Arroyo location 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 Garfield Elementary School (hereinafter referred to 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 LOMA MAR 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. USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the YMCA, The Taylor Family Foundation, INgc., the East Bay Regional Parks District, or any of their directors, officers, employees, and agents (hereinafter referred to as "Releasees") from liabilities, claims, expenses (including attorney's fees), demands, suits or costs for injuries to, or death of, any person or persons or damage, theft loss or destruction of property arising out of or that is the result of an error, omission or negligent act of User.

2. User shall be in compliance with all Insurance Requirements attached in Exhibit A and incorporated herein to this Agreement.

3. USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from User's operations at and use of Camp Arroyo, including but not limited to, use of the Releasees' equipment or facilities, that is the result of an error, omission or negligent act of the User, its officers, agents, invitees or employees."

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 and all endorsements of the required insurance that are updated annually and provide notice of cancellation to YMCA. A copy of the certificates and all endorsements must be provided to the YMCA at least 15 days in advance of Users 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. 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.

iii. User agrees to complete and return the following forms and any additional forms that may be subsequently requested by the YMCA: Group Needs Assessment Form: Guest Cabin Housing Form; Menu Planning Form; Orientation Guidelines Form; Youth Group Policies (for youth groups only); Table Groups (OEE only); Adventure Groups (OEE Only); Health History Forms (OEE Only); YMCA Release Forms (OEE Only) 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 at Camp Arroyo Director.

v. It is recommended to the User's designated Camp Director that appropriate screening policies are in place for staff that he or she may supervise, who have direct access to youth and/or campers.

vi. Any additions to the site made by the User shall only be temporary in nature; and approved by the YMCA at 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.

vii. 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.

viii. 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 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/First Aid and AED 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. Smoking and open fires are not permitted. User is required to inform all participants of this policy and to explain the hazards of open flame in Camp. 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.

vii. Alcohol use, distribution or consumption is prohibited unless express written permission is granted to the group in advance by YMCA and appropriate insurance is secured by group. All YMCA Rules for the serving of alcohol must be strictly followed and any violations will result in the immediate termination of permission to use/serve alcohol.

viii. The YMCA prohibits use or possession of recreational drugs, including marijuana, on camp property at all times. Individuals using and/or under the influence of drugs will be removed from camp property immediately.

(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 the last weekend of April through October 31, weather and staffing 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 and/or challenge course will be available for use weather permitting provided it was indicated on the Facility Contract. 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 the YMCA at 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 under age 18.

(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 90 days prior to arrival day. 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.

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**
Signature	**Signature**
Lynda Hornada	Keit Chapple
Name (printed)	**Name (printed)**
Principal	OEE Program Director
Title	**Title**
4/10/19	4/22/19
Date	**Date**

YMCA of the East Bay
Use of Premises Agreement for Camp Arroyo
INSURANCE REQUIREMENTS
Exhibit A

Workers' Compensation & Employer's Liability

1. Policy to be amended to state THIRTY (30) days prior written notice of cancellation to be given to the YMCA.
2. Employer's Liability for not less than $1,000,000 per accident
3. Contain a Waiver of Subrogation endorsement in favor of the YMCA.

Comprehensive General and Automobile Liability & Umbrella Insurance

1. With Bodily Injury and Property Damage Liability limits of not less than $5,000,000 each occurrence/$6,000,000 aggregate, your policy must include Premise/Operations, Products/ Completed Operations, Sexual Abuse/Molestation, Personal & Advertising Injury and Contractual Liability coverage. If written permission is granted by the YMCA for alcohol usage, Liquor Liability must be provided for limits of not less than $5,000,000 per occurrence/$6,000,000 Aggregate. An Umbrella or Excess policy may be used to attain limits above Employer's Liability, General Liability and Auto.
2. Young Men's Christian Association of the East Bay, YMCA of the East Bay, Young Men's Christian Association of the Central Bay Area, The Taylor Family Foundation and East Bay Regional Parks District, their employees, directors, officers, volunteers, trustees, representatives and agents of the Association shall be named as Additional Insureds.
3. Your policy must be endorsed as follows: This policy shall be primary and not contributing with any other insurance in effect for the Additional Insured shown in #2 above. A Waiver of Subrogation in favor of the YMCA must be included.
4. Policy to be endorsed to state THIRTY (30) days prior written notice of cancellation to be given to the YMCA.

Contract No. OEE2019042 ***Signed Contract, Standard Terms & Deposit Due: June 1, 2018***

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/Invoice

Group Name: Garfield Elementary
Primary Contact: Ed Rivera
erivera@slusd.us
Arrival: April 29, 2019 at 12:00 pm
Departure: May 1, 2019 at 1:00 pm

Address: 13050 Aurora Drive, San Leandro, CA 94577
Tel: (510) 618 - 4300

Qty	Description	Unit Price	Total
	Fees for a 3-Day Outdoor School Trip		
50	Students @ $227.00 per person	$227.00	$11,350.00
11	Adults/Teachers @ $185.00 per person (1:11 minimum ratio required)	$185.00	$2,035.00
	Additional students/adults will be billed at the unit price.		
	Total Trip Fee		**$13,385.00**
	Adjustments		
-1	Less Requested Regional Parks Foundation Scholarship	$2,500.00	-$2,500.00
	Amount Due		
	25% deposit due June 1, 2018 past due		$2,721.25
	Remaining balance due		$8,163.75
	Total (deposit and remaining) due March 29, 2019		$10,885.00

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: $10,019 **Based on Minimum Guaranteed Participants:** 47 kids/10 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/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 _____ **Date:** 4/10/19
Authorized Signature

Name (printed) Lynda Hornada **Title** Principal

Kent Chapple 4/22/19
OEE Program Director