

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

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

THIS AGREEMENT is made this 1st day of July, by and between the Mt. Diablo Unified School District (hereinafter "District") and Hotel Nikko San Francisco (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 \$ 18,438.25 for Services 01-9070-1110-4000-39360000- \$ 18,438.25

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

- a. \$ _____ per hour, _____ - _____ - _____ - _____ \$ _____
- b. \$ _____ per day, or _____ - _____ - _____ - _____ \$ _____
- c. \$ 18,438.25 per engagement. **BUDGET CODE(S)**

Check One:

- Partial Payments:** Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Partial Payments:** District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- Payment in Full:** Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

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

3. Term and Termination. This Agreement will become effective on July 1, 2019. 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 B prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
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 # R114185

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 or
his/her Designee

General Counsel

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

DISTRICT

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

CONTRACTOR

Name: Hotel Nikko San Francisco
Attn: Faina Akselrud, Director of Catering
Address: 222 Mason Street
San Francisco, Ca 94102
Phone: 415-394-1184
Fax: _____
Tax ID #: 94-3050442

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 # R114185

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] 6/28/19
Signature of Principal/Budget Administrator Date

Title: Lorne Barbosa, Principal
Print Name and Title

Authorized and Approved by:

[Signature] 7/31/19
Superintendent or his/her Designee Date

Hotel Nikko San Francisco

Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] 6/25/2019
DocuSigned by: Signature of Contractor/Consultant Date

Title: Faina Akselrud, Director of Catering
Print Name and Title

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

Originator's Signature _____ Date _____
Scott Ananos, Leadership Advisor
Print Name of Originator and Title

355/MDHS ASB
Site/Department Originating this Contract

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

MDHS ASB
2450 Grant St
Concord, Ca 94520

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

2020 Reception Package - \$76.00 inclusive of service charge & sales tax, per guest	
Food & Beverage, Service Charge -- 24%, Sales Tax-- 8.5%	F&B Subtotal -- \$17,100.00
2 Security Officers	Subtotal -- \$ 850.00
Coatcheck Room & Attendant	Subtotal -- \$ 488.25
	<hr/>
	TOTAL \$18,438.25

Payment Schedule:

Deposit payment due June 20, 2019 -- \$6,000.00
1st Payment due October 31, 2019 -- \$4,146.08
2nd Payment due December 21, 2019 -\$4,146.08
Final Payment due April 17, 2020 -- \$4,146.09

Purchase Requisition # R114185

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:	Hotel Nikko San Francisco
Services to be performed under the Agreement:	2020 Prom
Schools/Locations where services will be performed:	22 Mason St San Francisco, Ca 94102
Total amount to be paid by the District under this Agreement:	\$ 18,438.25
Term of Agreement:	upon completion
<i>Check the applicable box(es) and fill in any blanks.</i>	
1	<input checked="" 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 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 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."

DocuSigned by:
Faina Akselrud 6/25/2019
ESP302ADB9-9ED6-4351-B7B7-5E30B5C38741

Independent Contractor/Consultant Signature

Faina Akselrud
 Print Name Date
 Independent Contractor/Consultant



Superintendent or his/her Designee's Signature

Michael Jimenez 7/31/19
 Print Name Date
 Superintendent or his/her Designee



hotel nikko san francisco

August 20, 2019

Mr. Barbosa
Principal

Mr. Scott Ananos
Senior Class Advisor

Mr. Diablo High School 2016 Senior Prom

2450 Grant Street
Concord, CA 94520

Dear Mr. Barbosa & Mr. Ananos,

Thank you for selecting Hotel Nikko San Francisco for your upcoming function. This agreement is made and entered into as of August 20, 2019 between Hotel Nikko San Francisco (hereinafter referred to as the "Hotel" or "We") and Mt. Diablo High School (hereinafter referred to as "Your Organization" or "You" or "Your"). In consideration of the provisions set forth below, the parties agree as follows:

OPTION STATUS

This block of rooms and/or event space is being held for You on a tentative first-option basis. When We receive a duly executed original of Your acceptance of this offer, it shall constitute a binding agreement by both parties consistent with the terms and conditions contained in this Agreement.

If We do not receive Your acceptance by **June 20, 2019**, this option shall terminate and the Hotel shall have the right to contract with other parties for the use of all or part of the room block and other facilities described in this Agreement, without any further notice or obligation to You.

In the event We have a request from others for Your dates prior to **June 20, 2019**, and We have not received Your acceptance, We will contact You for a decision. If We do not receive Your signed acceptance within two (2) business days after our contact with You, We may contract with another party, without any notice or obligation to You.

If this agreement is returned signed, but with changes, it shall not constitute an acceptance, but rather a counter-offer by you, which may be accepted or rejected by the Hotel in its sole discretion. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed or initialed by both parties, and no oral understanding not incorporated in this agreement shall be binding on either party.

Currently, we are holding the following tentative reservation for your group:

2020 EVENT AGENDA

Date	Start Time	End Time	Function	Setup	Agr	Room Rental	Est. Food & Beverage
Saturday, May 2							
5/2/2020	6:30PM	11:30PM	Photography Room	Special	200		
5/2/2020	6:30 PM	12:00 AM	Coatcheck	Special	2		
5/2/2020	7:00 PM	12:00 AM	Registration	Registration	6		
5/2/2020	7:00 PM	12:00 AM	Dancing	Special	225		
5/2/2020	8:00 PM	10:00 PM	Hors d'oeuvres Reception	Rounds of 10	225	Complimentary	\$17,100.00

Function rooms are assigned according to the number of persons expected to attend, and may be changed by the Hotel if attendance or other circumstances change. In such event, the Hotel will provide alternate, suitable arrangements to meet the requirements of your group as outlined in this Agreement.

FOOD AND BEVERAGE MINIMUM

A Meeting Room Rental Fee will be waived for all of the space listed above. In addition, You agree to purchase a minimum of \$17,100.00, inclusive of service charge and sales tax, in food and beverage during the event. If the minimum is not met, You agree to pay the difference as additional room rental fees.

COMPLIMENTARY ITEMS

Hotel Nikko agrees to the following complimentary items:

- (1) Complimentary Suite for Event Planner/Advisor for night of event
- (1) Complimentary Parking Pass for the evening of the event
- Complimentary Coffee / Tea for (20) Chaperons
- Complimentary Meeting Room Rental
- Complimentary use of the Chaperons, Coat Check and Photography Rooms
- Client to use own entertainer / DJ at no additional charge

Prom Reception Package

2020 Reception Prom Package - \$76.00, inclusive of service charge & sales tax, per guest

Menu

California Vegetable Display
Maytag Blue Cheese Dip and Creamy Pesto Dip

Hot hors d'oeuvres

Petite Empanadas, Roasted Pork Loin and Jack Cheese

Crispy Vegetarian Spring Rolls, Chinese Mustard, Sweet & Sour

Herbed Chicken Tenders

Chocolate Fountain
A Flowing Cascade of Melted Milk Chocolate
Served with Marshmallows, Fresh Seasonal Fruits
Miniature Rice Krispy Treats, Lady Finger Cookies, Pound Cake

Beverage Station
Featuring Unlimited Soft Drinks
Coke, Diet Coke, Orange Soda & Sprite

DAILY VALET PARKING

Hotel Nikko San Francisco is pleased to offer valet parking for the day of your meeting. Convenient valet parking is located in our Porte Cochere at \$25.00 for the first hour and \$5.00 per each additional half hour (maximum of \$65.00 per 24-hour period).

Please note that our garage has limited spaces and this rate is based on availability. Additional self-parking can be arranged across the street if necessary.

DEPOSIT & BILLING INFORMATION

To confirm the above reservation on a definite basis, please sign, date and return this letter, along with a non-refundable deposit of \$6,000.00 to my attention before July 20, 2019 Please send to:

Method of payment:	<input checked="" type="checkbox"/> Prepayment by Check* or Wire Transfer	<input type="checkbox"/> Credit Card
Invoice to be sent to:	NAME: Mr. Scott Ananos / Senior Class Advisor	
	ADDRESS: 2450 Grant Street	
	CITY,STATE,ZIP: Concord, CA 94520	

EMAIL: ananoss@mdusd.org

Invoice Preferred Method: Email Mailed Hard Copy

*Please send check to:

Hotel Nikko San Francisco
Attn: Catering Department
222 Mason Street
San Francisco, CA 94102

Credit Card – If you wish to pay by credit card, you will receive an email from "Hotel Nikko San Francisco Billing" with a link that will allow you to provide your credit card through Celopay, a PCI Compliant confidential billing system for credit card authorizations. **Credit card will be preauthorized for the remaining balance 7 days prior to the event and will be charged upon conclusion of the event and completion of the final bill.**

Prepayment – If your event is on a pre-payment basis, full payment of the estimated charge based on the contract needs to be received 2 weeks prior to the event and a credit card authorization must be submitted to the hotel for any overages. **Hotel will preauthorize any remaining balance 7 days prior to the event and credit card will be charged upon conclusion of the event and completion of the final bill.**

CREDIT CARD GUARANTEE

Regardless of payment option chosen above, a credit card authorization will be sent to You after receipt of signed contract and must be completed in order for booking to be considered finalized and definite. You will receive an email from "Hotel Nikko San Francisco Billing" with a link that will allow you to provide your credit card through Celopay, a PCI Compliant confidential billing system for credit card authorizations. Your credit card will serve as a guarantee for all charges as outlined above. If You have selected to pay your Deposit and/or other charges with this card, it will be charged for those purposes specifically indicated by You upon completing the secure link referenced above.

PLEASE FAX ALL ITEMS TO: 415-394-1179

CURRENT ESTIMATED CHARGES	
Food & Beverage	\$ -
Service Charge - 24%	\$ -
Sales Tax - 8.5%	\$ -
F&B SUBTOTAL	\$ 17,100.00
Misc. Charges	\$ 850.00
(2) Security Officers	
SUBTOTAL	\$ 850.00
Coatcheck Room & Attendant	\$ 488.25
SUBTOTAL	\$ 488.25
TOTAL	\$ 18,438.25

Payment Schedule:

Deposit payment due June 20, 2019- \$6,000.00
1st Payment due October 31, 2019 - \$4,146.08
2nd Payment due December 21, 2019-\$4,146.08
Final payment due April 17, 2020 - \$4,146.09

COMMERCIAL GENERAL LIABILITY

This endorsement changes policy GLD6403803-09 to which it is attached and is effective 11-01-2018 at 12:01 a.m. standard time at the Insured's mailing address.

Issued to: DATAM SF, LLC DBA: HOTEL NIKKO

Issued by: TOKIO MARINE AMERICA INSURANCE COMPANY

Producer: IDP INSURANCE BROKERAGE, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**HOTELS - GENERAL LIABILITY EXTENDED
COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

1. AUTOMATIC ADDITIONAL INSURED COVERAGE

SECTION II - WHO IS AN INSURED is amended to include as an insured:

- a. Any person or organization, if you are required to do so under a written contract, agreement or permit, but only with respect to liability arising out of your operations, personal property leased by you, premises owned by or rented to you or premises temporarily occupied by you with permission of the owner.

However, the insurance provided by this paragraph for Automatic Additional Insureds does not apply to:

- (1) Any written contract or agreement that was executed subsequent to the "bodily injury", "property damage" or "personal and advertising injury";
 - (2) Any permit that was issued subsequent to the "bodily injury", "property damage" or "personal and advertising injury"; or
 - (3) Any written contract or agreement with a vendor for the distribution or sale of "your products".
- b. Any person using or legally responsible for the use of a golf cart that is loaned or rented to others by you or by any of your concessionaires but only for their liability arising out of the use of such golf carts.
- c. Any person using with your permission or legally responsible for the use of a watercraft you own which is less than 55 feet long.

- d. Any person using or legally responsible for the use of draft or saddle animals or vehicles for use with them, provided the use is by you or by others with your permission.

Additional insured coverage provided by this insurance will not be broader than coverage required by the written contract, agreement or permit.

2. BODILY INJURY TO CO-EMPLOYEE COVERAGE

The following is added to Subparagraph 2.a.(1)(a) of **SECTION II - WHO IS AN INSURED**:

However, the exclusion for "bodily injury" only applies if the co-"employee" is entitled to benefits under any workers' compensation, unemployment compensation or disability benefits law, or any similar law.

Paragraph 2.a.(1)(b) of **SECTION II - WHO IS AN INSURED** does not apply.

3. BROAD FORM NAMED INSURED COVERAGE

Paragraph 1. of **SECTION II - WHO IS AN INSURED** is amended to include as an insured:

- f. Any organization and subsidiary thereof which is a legal entity of which you own with a financial interest of more than 50% of the voting stock. However, this insurance does not apply to:
 - (1) "Bodily injury", "property damage", or "personal and advertising injury" with respect to which an insured under this Coverage Part is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance;
 - (2) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization;
 - (3) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

The final paragraph of **SECTION II - WHO IS AN INSURED** is replaced by the following:

You are an insured with respect to liability arising out of any current or past partnership or joint venture, but only with respect to your interest in such current or past partnership or joint venture. No other person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

4. BROADENED DAMAGE TO RENTED PREMISES COVERAGE

- a. The last paragraph ("Exclusions c. through n. do not apply...") of Paragraph 2., of Exclusions under **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

- b. Subparagraph b.(1)(a)(ii) of Condition 4. (**Other Insurance**) of **SECTION IV - CONDITIONS** is replaced by the following:

- (ii) That provides damage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED 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)	Location(s) Of Covered Operations
DIABLO UNIFIED SCHOOL DISTRICT	1936 CARLOTTA DRIVE CONCORD, CA 94519
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Datam SF, LLC	
2 Business name/disregarded entity name, if different from above Hotel Nikko San Francisco	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <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) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 222 Mason Street	Requester's name and address (optional)
6 City, state, and ZIP code San Francisco, CA 94102	
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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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9	4	-	3	0	5	0	4	4	2				

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>P. Spector</i>	Date ▶ <i>01-23-2018</i>
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Datum SF, LLC		
	2 Business name/disregarded entity name, if different from above Hotel Nikko San Francisco		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <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) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
	5 Address (number, street, and apt. or suite no.) See instructions. 222 Mason Street	Requester's name and address (optional)	
	6 City, state, and ZIP code San Francisco, CA 94102		
	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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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*, later.

Michele McKimmie

From: Debbie Hickey
Sent: Wednesday, August 14, 2019 6:38 PM
To: Michele McKimmie; Michael A. Jimenez
Cc: Lorne Barbosa; Scott Ananos
Subject: Fw: Security Guards Fingerprinted

Good Afternoon Michele,

Please see the response from Faina at Hotel Nikko below. Will this work?

Debbie Hickey
Office Manager
Mt Diablo High School
925-682-4030 ext. 3401
hickeyd@mdusd.org

From: Faina Akselrud <FAkselrud@HotelNikkoSF.com>
Sent: Wednesday, August 14, 2019 12:47 PM
To: Debbie Hickey
Subject: RE: Security Guards Fingerprinted

Good afternoon Debbie,
Thank you for reaching out. Yes , all of the Hotel's Security Officers completed live scanned and their prints are kept on digital record with the Department of Justice.

Hope this is helpful. Please let me know if I can assist with anything else- happy to .

Happy Wednesday!

faina akselrud | director of catering
hotel nikko san Francisco





From: Debbie Hickey <hickeyd@mdusd.org>
Sent: Wednesday, August 14, 2019 7:53 AM
To: Faina Akselrud <FAkselrud@HotelNikkoSF.com>
Cc: Scott Ananos <ananoss@mdusd.org>; Lorne Barbosa <barbosal@mdusd.org>; Michele McKimmie <mckimmiem@mdusd.org>
Subject: Security Guards Fingerprinted

Good Morning Faina,

On Monday night our contract went to the Board for approval. One of the Board Members is concerned with whether the Security Guards are finger printed. Can you please check on this and let us know. As soon as we get this information, we can take it back to the Board for approval.

Thanks
Debbie Hickey
Office Manager
Mt Diablo High School
925-682-4030 ext. 3401
hickeyd@mdusd.org

WARNING: This message is from the Internet