

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 23 day of May, by and between the Mt. Diablo Unified School District (hereinafter "District") and Friends of Camp Concord (non-profit) (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 5 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 \$ \$9,660 for Services.
 The basis of the fee for Services shall be as follows:
 a. \$ _____ per hour, b. \$ _____ per day, or c. \$ _____ per engagement.

<u>01</u>	-	<u>6010</u>	-	<u>1110</u>	-	<u>4000</u>	-	<u>38710</u>	-	<u>000</u>	-	<u>535</u>	-	<u>022</u>	-	<u>5800</u>	\$	<u>9,660.00</u>
_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	\$	_____
_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	\$	_____

BUDGET CODE(S)

*JM
 Jamie Molina
 5/26/22*

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 05/23/2022. 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. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

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 (with aggregate limit no less than **\$4,000,000**). **EXCEPTION:** Contracts of less than \$7,500 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. **N/a. See attached letter.**
4. **Other Coverages When Applicable:**

Purchase Requisition # R128635

- a. **Professional Liability/Errors & Omissions Liability:** \$1,000,000/occurrence, \$2,000,000/aggregate.
- b. **Sexual Abuse and Molestation Coverage:**
- c. **Cyber Insurance:**
- d. **Other:**

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.

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 (note, a waiver for one type of insurance does not constitute waiver for all):

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 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. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 11. 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:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Bus. Name: <u>Friends of Camp Concord</u>
1936 Carlotta Drive	Attn: <u>Dave Goldman</u>
Concord, CA 94519-1397	Address: <u>P.O. Box 6373</u>
Attn: Superintendent	<u>Concord, CA 94524</u>
	Phone: <u>925-671-3006</u>
	Fax: _____
	Email: <u>youthcamp@friendsofcampconcord.org</u>
	Tax ID #: <u>68-0067169</u>


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 the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. Equal Employment Opportunity. It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

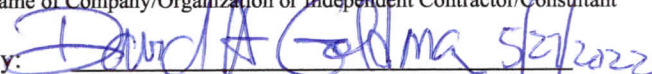
MT. DIABLO UNIFIED SCHOOL DISTRICT

Friends of Camp Concord

By: 
 Signature of Principal/Budget Administrator Date

Title: Eric Reso Expansion Learning Coordinator
 Print Name and Title

Name of Company/Organization or Independent Contractor/Consultant

By:  5/27/2022
 Signature of Contractor/Consultant Date

Title: Dave Goldman, President
 Print Name and Title

Purchase Requisition # R128635

Authorized and Approved by:

[Redacted Signature]

Superintendent/Designee

Date

Prior to commencement of service, sign and forward completed original contract packet to Purchasing.

[Signature]

Originator's Signature

05/26/2022

Date

CARES Expanded Learning

Site/Department Originating this Contract

Nicole Prins, Program Manager

Print Name of Originator and Title

opportunities
Program

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

N/A

Distribution

- original: Purchasing with Purchase Order
- copy: Contractor
- copy: Accounts Payable/Fiscal
- 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 (NOTE THAT ALL PAYMENTS ARE GENERATED FROM AN INVOICE).

El Dorado Middle School
Oak Grove Middle School
Riverview Middle School

The Mt. Diablo Unified School District (MDUSD) in partnership with Friends of Camp Concord and the City of Concord has the opportunity to send 60 district middle school students who attend the CARES After School Program to Camp Concord in South Lake Tahoe, California. This partnership has been in existence since 2002. Friends of Camp Concord (FOCC) was established in 1983 and is a nonprofit organization dedicated to supporting the Camp. The money raised by FOCC is directed to a campership program allowing underprivileged children to attend resident camp free.

Traditionally CARES takes the middle school students to attend camp over the summer for 5 days (Monday - Friday). Student selection has been based on student attendance in CARES along with academic standing. CARES has also ensured that if lower grade students are not selected to participate in camp the first year, those students will have priority the following year. 8th graders have top priority. For 2022, middle school students will attend camp June 13th-17th.

The Friends of Camp Concord (FOCC) Youth Camp at Camp Concord provides well-trained camp staff, facilities, equipment, and a unique group living situation. All FOCC and CARES Expanded Learning staff have undergone a background check and fingerprinted. All students that attend will be required to complete the FOCC forms and waivers for program participation. The impact of this experience is an organized resident camp environment that is focused on teamwork, creativity, communication and collaboration. This environment helps children develop their potential by teaching them new life skills, provide new opportunities for personal growth, encouraging them to take healthy risks, connect to the natural world around them, and be accepted as part of a distinctive cabin group. This ongoing collaboration and partnership has been an invaluable experience for MDUSD/CARES students. The total district cost to send the 60 CARES students is \$9,660. This is supported through \$24,211 grant from FOCC and CARES.

Payment in full will be due after services are complete, and upon receipt of invoice from contractor.

EXHIBIT "B"

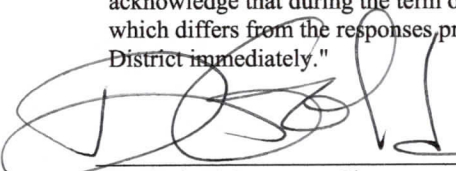
Contractor REQUIRED to Complete

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

Name of Contractor:	Friends of Camp Concord
Services to be performed under the Agreement:	Please see Exhibit A & attached FOCC MOU
School(s) and Specific Location(s) where services will be performed:	El Dorado Middle School, Oak Grove Middle School and Riverview Middle School
Term of Agreement:	June 13, 2022 - June 17, 2022
<i>Check the applicable box(es) and fill in any blanks.</i>	
1	<input checked="" type="checkbox"/> <p style="font-size: small; margin-top: 5px;">The Contractor hereby certifies that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). The following employees have successfully completed fingerprinting and criminal check clearance in accordance to law: (attach and sign additional pages, as needed)</p>
2	<input type="checkbox"/> <p style="font-size: small; margin-top: 5px;">The Contractor hereby certifies that its employees/subcontractors will have NO CONTACT with pupils. (No school-site services will be provided.)</p>
3	<input type="checkbox"/> <p style="font-size: small; margin-top: 5px;">The Contractor hereby certifies it qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason: Contractor and its employees/subcontractors will have LIMITED CONTACT with pupils. (Attach and sign additional page(s) with information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor/its employees will be working by themselves or with others, whether Contractor will be under continued monitoring/surveillance by a District employee (provide name and title of District employee) and any other factors that substantiate limited contact.) [EC 45125.1 (c)]</p>

Certification by Contractor

"I certify under penalty of perjury 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."



Authorized Contractor Signature

DAVID GOLDMAN

Print Name

N

Date

5/26/22



Memorandum of Understanding Between

Friends of Camp Concord

And

Mt. Diablo Unified School District CARES After School Programs

Middle School Week

Friends of Camp Concord Youth Camps

This Memorandum of Understanding (“MOU”) by and between the Friends of Camp Concord, a non-profit (hereinafter “FOCC”), and Mt. Diablo Unified School District (hereinafter “District”).

The FOCC and District enter into this MOU for the purpose of implementing a Mt. Diablo CARES After School Middle School Youth Camp at Camp Concord in South Lake Tahoe. The FOCC Youth Camp with the District Middle School Youth Camp week (Monday-Friday) will consist of **60** middle school CARES After School students and **10** staff chaperones. The District shall select the appropriate student population from District sites contingent upon the availability of funding.

The Middle School week session will be **Monday, June 13th to Friday, June 17th, 2022**. The FOCC Youth Camp at Camp Concord will provide well-trained camp staff, facilities, equipment, and a unique group living situation. The impact of this experience is an organized resident camp environment that is focused on teamwork, creativity, communication, and collaboration. This camp environment helps children develop their potential by teaching them new life skills, providing new opportunities for personal growth, encouraging them to take healthy risks, connect to the natural world around them, and be accepted as part of a distinctive cabin group.

FOCC Services and Resources Provided

- FOCC will cover the per-person cost to the City of Concord for food and lodging up to **\$24,211** for Middle School Week.



- Provide a Youth Camp Coordinator to plan and implement the overall day to day youth camp activities schedule with input from District staff before and during the Middle/ High School Youth Camp week.
- Provide a full staff of youth camp counselors, of the appropriate gender based on students attending, to lead a cabin group of up to ten youth in partnership with District staff.
- Coordinate all youth camp activities, including but not limited to: canoeing, archery, tie dye, camp fires (skits and songs), beach and water games, team building/cabin unity, and hikes.
- All FOCC staff are CPR, First Aid, and AED trained.
- Lifeguards will be provided for water activities on both Lake Tahoe and Fallen Leaf Lake. Additionally life jackets will be provided for all participants in canoeing.
- Provide a Camp Nurse to dispense medications, and give treatment as needed to all in Youth Camp during the Middle School Week.
- All participants and staff will be provided meals (breakfast, lunch, and dinner) for the duration of their stay. Lunch will be provided for the return trip home.
- Camp Forms will be provided via Active Networks to the District which will include: camp waivers, camper information and health history forms which will assist the Nurse or District designated staff in medication and allergy monitoring and disbursement.
 - Camper health history forms will be kept confidential by the Camp Nurse and Youth Camp Coordinator and stored in the Nurses cabin for reference throughout the Youth camp weekend or week.
- All FOCC staff will be fingerprinted and background checked under procedures established by the California Department of Justice prior to start of working with FOCC, and the results of those fingerprints reveal none of the FOCC employees have been convicted of a serious or violent felony as defined by the California Penal Code.
- All FOCC staff and employees working with youth have been TB tested and have negative results for TB or a chest x-ray with negative results for TB.

District Services and Resources Provided

- District Cost to FOCC will be **\$9,660** which contributes to the cost of food and lodging for students and staff, Youth Camp Coordinator, and a Camp Nurse.
- Select up to 60 youth from middle school sites of their choosing to attend the FOCC Youth Camp, approximately 30 being male and 30 being female.



- Provide 10 staff of the appropriate gender, consisting of at least 3 male and 3 female, to assist in supervision of a cabin group of up to 10 middle students. District staff will supervise the sleep away cabins.
- Provide transportation of students from the Bay Area to Camp and back down.
- Support the completion of all camp forms by the students' parents or guardians and provide them to the Youth Camp Coordinator by an agreed upon date.
- Complete lice checks and clearance before boarding on the bus. We suggest using Comb It Out based out of Concord.
- Ensure that all COVID tests for campers and staff are administered within 72 hours of arriving at camp and provide **verifiable** proof of a negative test. Rapid and PCR tests are accepted. OTC/ at home tests will not be accepted.
- Schedule and provide a space for a parent meeting of prospective participants/students/campers and their parent(s) or guardians if the District deems necessary.

Friends of Camp Concord

Dave Goldman, President

Dave A Goldman
 (Print Name and Title)

Date: 5/27/2022

Mt. Diablo Unified School District

[Redacted Signature]

Date: [Redacted Date]

MDUSD Signature of Authorized Representative:

 (Print Name and Title)

R128635

POLICY NUMBER: 2021-33942
Named Insured: Friends of Camp Concord, Inc.

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

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 that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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 or the 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 respect to the insurance afforded to these additional insureds, 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.

R128635



AT LAKE TAHOE

May 23, 2022

Jamie Molina
MDUSD CARES Expanded Learning Program
1266 San Carlos Avenue, Room A-6
Concord, CA 94518

Dear Jamie,

This letter is with regards to the Friends of Camp Concord and Mt. Diablo Unified School District CARES Expanded Learning Program and the Camp Concord Youth Camp week of June 13 to June 17, 2022.

Friends of Camp Concord is a 501(c)3 nonprofit that's primary mission is to send youth to Camp Concord. It is a volunteer based nonprofit and has no employees. To support sending youth to Camp we have volunteers and independent contractors that provide the services outlined in the Memorandum of Understanding. All volunteers and Contractors are background checked through the same DOJ process required by school districts.

Because of the above, Friends of Camp Concord does not have payroll and does not qualify for a Workers Compensation policy.

Our Federal Tax ID is 68-0067169.

Warmly,

Dave Goldman
President

The Board of Directors

Dave Goldman, President
Packaging Options

Thea Vassallo, Treasurer

Valerie Akin
Union Bank

Dan Ashley
ABC 7 News

Don Berger
SportClips

John Berger
Berger Real Estate Team

Jim Collini
Stifel, Nicolaus & Co.

Eileen Cunningham
Diablo Magazine

Bridget Cunningham

Kelly Perkins

Jessamyn Picton
Jessamyn Photography

Robert Picton
Jessamyn Photography

Mike Pisenti
The Sourcing Group

Tracy Pisenti
Compass Real Estate

Terri Quile

Jorge Santana
In Posthumous

Kathy Sweeney

Lori Talbot

Barry Tyler

Tricia Wilson

City of Concord Parks & Recreation Department
Steve Voorhies
Kathryn Monroy
Matthew Fragoso

Amy Riddle
Youth Camp Coordinator

R128635

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.
Friends of Camp Concord, INC.

2 Business name/disregarded entity name, if different from above

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.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

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.

Other (see instructions) ▶ **501(c)(3)**

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) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 6373

6 City, state, and ZIP code
Concord, CA 94524

7 List account number(s) here (optional)

Requester's name and address (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

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

6	8	-	0	0	6	7	1	6	9
---	---	---	---	---	---	---	---	---	---

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 for Part II, later.

Sign Here Signature of U.S. person ▶ *Dea Vanalbe* Date ▶ *2/10/22*

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.