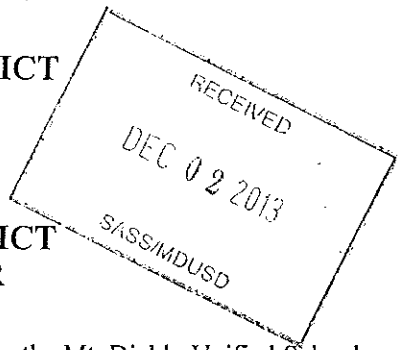


2013-2014

Purchase Requisition # R 76813

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 18TH day of NOVEMBER, by and between the Mt. Diablo Unified School District (hereinafter "District") and SILVERSPUR CHRISTIAN CAMP (hereinafter "Contractor").

District hereby engages Contractor to render described 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, transportation, and workspace 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 with the written approval of the District only.
- (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:

* \$12,150.00 total fee for Services

197-0343 - 10 - 5895
BUDGET CODE

The basis of the fee for Services shall be as follows:

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ _____ per engagement.

* BASED ON MINIMUM OF 90 CAMPERS W/ INCREASE FOR ADDITIONAL CAMPERS.

Check one: \$1215.00 - DEPOSIT

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- 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 _____. 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,

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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. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

- 5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of 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. 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.
- 6. Rules and Regulations. All results and regulations of the 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 and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
- 8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
- 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:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>SILVERSPUR CHRISTIAN CAMP</u>
1936 Carlotta Drive	Address: <u>17301 SILVERSPUR DRIVE</u>
Concord, CA 94519-1397	<u>TUOLUMNE, CA 95379</u>
Attn: Superintendent	Phone: <u>209-928-4248</u>
	Fax: <u>209-928-3899</u>
	Tax ID #: <u>94-6050050</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 business day next 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.

- 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

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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, 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

CONTRACTOR:

By: *Cynthia Gow*
Budget Administrator Date

By: _____
Date

Title: PRINCIPAL

Title: _____

Authorized by: *[Signature]*
Assistant or Associate Superintendent Date

Approved: _____
Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

Administrator's Signature Date

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

Cynthia Gow
Originator's Signature

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

Distribution
original: Fiscal Services for payment
copy: Contractor
copy: Originator/Budget Administrator

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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, 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

CONTRACTOR:

By: Cynthia Com
Budget Administrator Date

By: [Signature] 11-26-13
Date

Title: PRINCIPAL

Title: Executive Director

Authorized by: _____
Assistant or Associate Superintendent Date

Approved: _____
Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

Administrator's Signature Date

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

* Cynthia Com
Originator's Signature

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

Distribution
 original: Fiscal Services for payment
 copy: Contractor
 copy: Originator/Budget Administrator

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EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

See Attached contract from
Silver Spur.

Services of Contractor arranged by

x Cynthia Bom
Signature

Department / School



"A Place of Encouragement"
In the Heart of Gold Country

John Myers
Executive Director

Merilee Kerzich
Guest Services Coordinator

Lodge Contract 2014

1. DATE OF APPLICATION: 15-Oct-13 Please return signed Contract by: 20-Nov-13
2. Name of Group Wren Avenue Elementary School
3. Contact Person: Steve Slater
Address: 3339 Wren Ave, Concord, CA 94519
Phone Info: 925 768-4492 925 609-9506 sjslater@earthlink.com
4. Arrival Date: Tuesday, April 29, 2014 Time: 3:00 PM First Meal: Dinner
Departure Date: Friday, May 02, 2014 Time: 10:00 AM Last Meal: Breakfast
Total number of nights: 3 Total number of meals: 8

5. Type of Conference: Outdoor Ed

6. Meeting Room: To be determined

Housing Rooms: To be determined

7. Special Request and Conditions: Request Menu review. Prefers exclusive use of Lodge; call before booking another group. If parent-child ratio exceeds 1:5, an additional surcharge of \$3.00 per adult, per meal, will be charged to cover food costs. Silver Spur reserves the right to specify the time rooms are to be emptied. Please check with the office on how this might affect your group.

8. Fees for Individual Full-Time Guest:

\$135.00 per Person; (NA) per Child (ages 4-10); (NA) per Infant (ages 0-3) (NA) /Linen set
Rate includes use of grounds, restrooms, coffee center, meals, and lodging. There is no refund for persons missing meals or not sleeping in the lodging facilities.

Explanation of Rates: 2014 Outdoor ed rate with 1 less meal.

Deposit (Non-refundable/non-transferable): \$1,215.00 Amount of Deposit on File

Deposit must accompany this contract to reserve the dates requested.

MINIMUM number of Guests: 90 MAXIMUM number of Guests: 140

MINIMUM PAYMENT DUE SILVER SPUR: \$12,150.00

This is based on the minimum number of persons contracted as specified above.

In the event of cancellation, your group will be billed the minimum amount due Silver Spur, less any monies received from re-booking the portion of the facility reserved as specified above. Silver Spur will make all reasonable efforts to re-book the facilities to others.

Payment for the entire bill must be made before leaving the conference grounds

Fourteen (14) days prior to your retreat, Please call Silver Spur to review "Readiness Forms" that will be sent to you approximately one month prior to your arrival.

SEVEN (7) days prior to your retreat, please call us with an update of the number of persons attending.

Silver Spur is not responsible for any lost or stolen items.

OVER

5119

9. IF AN ACCIDENT OCCURS it will immediately be reported to the camp staff person on duty. *Insurance protection is the responsibility of the individual and/or the sponsoring group.* The above named group and its representatives agree to indemnify and hold harmless Silver Spur Conference Center, its officers, agents and employees from and against every expense, including attorney's fees, liability or payment by reason of any damages or injury to person (including death) or property (including loss of use or theft thereof) arising out of or in connection with the conference, including use of occupancy of Silver Spur property, facilities or equipment, provided that such damages or injury are caused in whole or in part by the group, its officer, agents, employees or participants. In the case of any dispute between an injured party and Silver Spur Conference Center, the injured party shall agree to a binding arbitration hearing by a mutually agreed upon impartial arbitrator.

10. ILLNESS/ACCIDENTS - The group understands it is responsible to transport members of their group to and from the hospital/doctor.

11. CONFERENCE STAFF - The group agrees to provide sufficient staff (program, counselors, lifeguard with proper credentials, and a nurse or first aid provider) to be responsible for the care and discipline of the campers and equipment used. Additionally, the group will provide its own first aid supplies. Furthermore, a 1:8 ratio of counselor to campers should be maintained, with adequate nighttime supervision of campers.

12. CLEAN UP -The group agrees to respect the conference center grounds, by maintaining continual cleanliness of the facilities; both in- and outside. The group has the option to do a general clean-up of the facilities and grounds prior to check out the final day, or INCUR AN ADDITIONAL CHARGE OF \$2.00 PER PERSON.

13. DAMAGES/THEFT - The group agrees to pay for any damages (beyond normal wear) to, or theft of, camp property. Such charges will be added to the final bill to be paid prior to the group's departure. Silver Spur is not responsible for lost or stolen items.

14. K.P. DUTY - Unless full service has been arranged the group agrees to assist the Silver Spur staff in setting the tables before meals and clearing the tables after each meal. (Generally one person per table, 15 minutes prior and 15 minutes after each meal, is sufficient.)

15. RESTRICTIONS - Illegal drugs, alcoholic beverages, firearms, pets, and dancing (other than folk or square dancing) are not permitted on the conference grounds. Smoking is not permitted in the buildings.

16. BOOK/GIFT SALES - No person or firm is permitted to conduct any business or sales without the prior consent of the Executive Director of the camp. A gift shop is operated by the center and is generally open during a group's free time.

17. MULTIPLE GROUPS - The group understands that other groups may be utilizing Silver Spur. The group agrees to cooperate with the Silver Spur management and the other group(s) to ensure the most effective use of the facilities. In order to facilitate this, the group agrees to provide a schedule of events in advance of their arrival.

18. FINAL NUMBERS - Total group numbers are REQUIRED 10 days before arrival. Final billing is based on this number, if above the minimum contracted number.

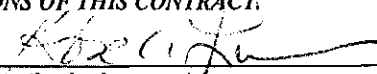
19. CHECK-IN/CHECK-OUT - Unless prior arrangements have been made, rooms are available two hours before the first meal, and must be vacated no later than two hours after the final meal. Silver Spur reserves the right to determine which bedrooms/cabins will be available; DOUBLE OCCUPANCY is minimum requirement.

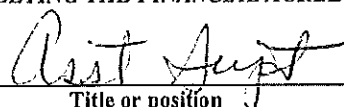
20. RETURN THE CONTRACT (both copies) AND DEPOSIT WITHIN 15 DAYS (Late returns are subject to PER PERSON RATE INCREASE OF 5%). The date reserved cannot be held without a signed contract and deposit. FEE for late return of READINESS FORMS is \$20.00/DAY for each day, after the "return no later than" date.

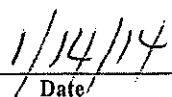
21. A copy of your insurance cover sheet listing Silver Spur as additionally insured must accompany your contract. (Risk Management Requirement)

22. In the event of a natural disaster (flood, fire, earthquake etc.) that precludes Silver Spur from being utilized, neither party, will be bound by this contract, and any moneys received will be returned. Reasonable effort must be made by both parties to execute the contracted event.

I UNDERSTAND AND ACCEPT FULL RESPONSIBILITY FOR MEETING THE FINANCIAL AGREEMENT AND OTHER OBLIGATIONS OF THIS CONTRACT.


Signature of authorized person


Title or position


Date

Signature of Silver Spur representative

Title or position

Date