

## CITY OF STOCKTON

#### OFFICE OF THE CITY MANAGER

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209 / 937-8212 • Fax 209 / 937-7149 www.stocktonca.gov

Sent to: bycassiedickman@gmail.com

July 24, 2024

Cassie Dickman Stocktonia News

Re: California Public Records Act Request dated July 22, 2024 (email) – Councilmember Michele Padilla Community Event at Michael Faklis Park on July 20, 2024

Dear Ms. Dickman,

I am writing in response to your request for public records dated July 22, 2024, pursuant to the Public Records Act ("Act") (Gov. Code § 7920.000, et seq., formerly Gov. Code § 6250, et seq.), requesting records pertaining to City of Stockton facilities, services, equipment and expenditure for Councilmember Michele Padilla's community event on July 20, 2024, at Michael Faklis Park.

Attached, please find records related to the planning, permitting and payments (77 pages). Certain personal information has been withheld under Gov. Code 7922.000, formerly Gov. Code 6255.

If you have any questions, please contact me at (209) 937-8827.

Sincerely,

Connie Cochran
City Manager's Office

Comies Coman

cc: Taryn Jones, Deputy City Attorney









## SPECIAL EVENT PERMIT APPLICATION

Special Events Office • City Hall •1st floor • 426 North El Dorado Street • Stockton, CA 95202 Telephone: (209) 937-8119 • Fax: (209) 939-9593

Application/Organization Name:	Council Member Padilla					
Date of Birth: Phone Number:	209-565-2421					
Malling Address: E-Mall Address/Website:	Sektspasca. 95209 Michelenditeliksi@stweldenca.gov					
Is your organization a local 501 c3?	YES NO					
EVENT INFORMATION	homens homens					
Facility/Park Location being requested:						
Event be held on City or private property? Event Name: Type of Event: Date of Event: Set up time (pre-event including decorating): Event Start Time for the Public: Event Ending Time for the Public: Completion Time (clean up): Equipment/vendor Load-in Loading in anything prior to the day? Loading out anything after the event? Expected number of attendance: Please indicate the expected age range of attendees? Is the event private or public? Ticket Sales/Seating Is there an admission charge? When are tickets sold?	Annual Community Evenet Community free BBQ, entertainment, and age Saturday, July, 20th 2024 2:00pm 5:30pm 9:00pm 9:00pm 9:00pm  YES NO YES NO 700  18-29 30-49 50 and over Public Private  YES Ticket Price FREE NO Pre-sold At Door Both					
List all ticket vendors and websites for ticket sales:						
Seating at the event is?  Will there be candles at the event? (candle permit required)  Is there any advertising associated with the event?  List type of advertising: IMPORTANT: Events are not authorized to advertise until approved by the City Events Committee)	Reserved Ceneral Admission Both  YES NO  YES NO  Social media and direct mail					
Showmobile - Mobile Stage Rental If you are not renting the showmobile, please enter N/A) Are you renting the Showmobile? Set up Time/Date: Take Down Time/Date: Delivery Location: Showmobile rental options:	YES NO 3:00pm 9:00pm Michael Faklis Park Electricity 30 chairs					

1 of 5 6/2020









#### **ENTERTAINMENT**

Please list all bands, additional sheets as r	individual artists, and or disc jockeys that will be performing. Attach necessary, including type of music, sound check and performance schedule.
Band Name/Artist/DJ Address	Troubletotation Touch of Magic
Phone Number	209-84-576751 (209) 815-675/
Band Name/Artist/DJ Address Phone Number	
Band Name/Artist/DJ Address Phone Number	
List all types of music th Number of performers: Number of stages: Will there be dancing at	event?    State   Stat
Will there be other enter If yes, please check all t	<u> </u>
VENDOR INFORMATIO	Other:
jumpers, etc.) service,	uding food, beverage, caterers, equipment's (dumpster, portable restrooms, merchandise, exhibitors, arts and crafts, etc. with name, address and phone usiness license and insurance must be on file with the City of Stockton.
Will alcohol be served/	/sold at the event? Yes Serving - No Charge Volume Sold at Event
Beverages: (check all that	apply) Soda Water Beer Wine Mixed
Alcohol Served betwee Will food be served at t	
Type of vendors: (check	all that apply) Food Merchandise Arts and Crafts Exhibitors

PLEASE SUBMIT ANY ADDITIONAL VENDORS ON A SEPARATE PIECE OF PAPER









### **PUBLIC SAFETY AND STREET CLOSURE**

As an event organizer, you are required to provide a safe and secure ennvironment for your event through sound preparation and anticipation of potential concerns. Please answer questions below regarding internal security, crowd controls and location of security.

Private security company are you using?	Alphroadhard Alpha Chard	
Useage of volunteers as additional monito	ors? YES NO	
List amount that will assist your event:	Event Monitors:	
Possiblilty of any protest or problems that may arise?	Volunteers: 15	_
Additional parking needed? If yes, please list streets:	YES NO Corrections to the control of	_
PARADE/RUN/MARCH		
Please check the following event that applie		-
Streets or lanes to be closed?  If "yes" please list streets:	☐ YES ☐ NO	
Attach the proposed route and barricade plan and indithe start and finish	dicate	•
Time of closure :	N/A	
Is your event effecting sidewalks? If yes please list location: Company Name of Barricades: (If required by Stockton Police Department)	YES NO	-
How many monitors/volunteers will station or route/course?	on	
Will your event required alternate parking? If yes please list location:	YES NO	
Have you made ADA accessiblity arrangme Plese explain:	ents? YES NO	-
Where will the attendees be parking?	TES NO	
Your plan for notifying sourounding residen and businesses?  Signature petition with the signature sheet must be su	Yes	•

STOCKTON POLICE DEPARTMENT WILL DETERMINE THE TYPE (S) AND NUMBER OF PERSONNEL, BARRICADES, SIGNAGE AND EMERGENCY VEHICLE ACCESS NEEDED FOR EVENT AT COST TO APPLICANT.

3 of 5 6/2020









FIRE AND SANITATIO	N							
The tent company, eve Stockton Fire Departm	nt coordinato ent. This will	and/or the	responsik urate pern	ole party mus nit processin	st obtair g.	the proper	permits	from the
Please check the follow	/ing that appli	98;		10x10 Tent	2	00 sq. ft.	40	00 sq. ft,
If tents or canopies are Company Name of Ter Number of tents: Number of canopies: Installing stages? Installing bleachers or g If yes, plese show locat	it Supplier: grandstands?	<u>.</u> <u>5</u>	plete the fo	YES YES	<del>  </del>	NO NO		
Check if vendors will be Will there be emergenc What are your plans for	y personnel w	_	event?	Gas Grill	-	Propane Sto	oves	
SANITATION								
As an event organizer, y preperation and distribu Number of Recycling C Number of Garbage Re Number of Dumpsters: Company Name of Was	tion. Please a ontainers: ceptacles:	answer the	se of waste questions bylsyly@ity	below. Add	litional r	op a plan fo equirement	s may be	applicable
PLEA	SE ATTACH OF			LEAN UP A CYCABLES		MOVAL		
REFERENCES								
For public events only, checked to better assist	you with the		ckton's Spe				t referenc	es may be
Facility name:	Lori/Aung	MOIGCHY (C)	kv Event	ev				
Address, City, State:	CityHabil		,	- J	****	_		
Гуре of event:	A)nmyadatho	Domenteciën Proprinteciën	ewtEvent			_		
Facility name:		evindelne						
Address, City, State:	(CityHalb))							









#### AFFIDAVIT OF APPLICATION

I hereby release, discharge and agree not to sue the City of Stockton, its officers, employees, agents, and contractors for any injury or damage to or loss of personal property, or illness, including, but not limited to, communicable diseases such as MRSA, influenza, and COVID-19, arising out of, or in connection with, my participation in the activity/event from whatever cause, including the active or passive negligence of the promoter/organizer or City or any other participant in the activity/event. In consideration for being permitted to participate in the activity/event, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City from any and all claims, demands, actions or suits arising out of or in connection with my participation in the activity/event. This form will act as a medical release in the case of an emergency.

I understand that by participating in this event, that I am giving consent for images of myself and event to be used for promotional purposes or instruction by the City of Stockton.

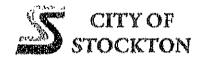
In case of an emergency or for reasons beyond the City's control, the City reserves the right to cancel the scheduled activity prior to scheduled use without liability. Refunds will be made if cancellation by the City is necessary.

I have carefully read this release, hold harmless and agree not to sue and fully understand it contents. I am aware that this form is a full release of all liabilities and signed by my own free will.

This event application is only a request for a reservation. All confirmations will be decided upon by the City of Stockton's Event Committee. A request for reservation cannot be made without submitting the required security deposit. If the request is approved a tentative event confirmation will be mailed/emailed to the below listed party. By signing this form it is understood that you are obligated to provide all required fees and documents as set forth by the City of Stockton Event Manager (i.e. insurance requirements, liquor liability, security, payment, etc.) to the City of Stockton 45 days prior to the event or your reservation is subject to cancellation due to non-compliance. Cancellation fees will apply. The contact name listed below will be the sole contact for all matters regarding the event. The party will work directly with the City of Stockton employee assigned to each facility. The liable party will be responsible for all signed documents and fees that are required. If you do not list a contact name the liable party will be listed for all matters. The Parties agree that this agreement may be signed with a digital signature, which has the same force and effect of a handwritten signature.

#### **CONTACT INFORMATION**

Name:	[Michael ह स्वास्त	illa [V]	achille	Badulla ·
Phone Number: Cell Phone Number:	20946684242	1 (70	91565	2421.
Address: Email:	Michelospille	ikatokuwaldenca.d	19 CA ⊌5∠Ū9  OV	m
RESPONSIBLE PARTY	INFORMATION	Michele	Yaqilla C	FHU CA 95219 Struktonca gov
Name:	Mitthele-Mad 209-56-84242			secandi, eta esperia e Escap
Phone Number: Cell Phone Number:				1000) 1000
Address: Email:	IMICHAMANA	HARAANOORIUN CA.O	CA 95209 lov	****
i, the undersigned, unde complete is factual. I un have withheld any infor	derstand that if ar	y of the information	n is found to be t	
Signature:		***************************************	Date:	
Print Name Here: Mich	ele Padilla			



337.00

Receipt #

313590 05/14/24

Payment Date: Mousehold:

14865

0.00

0.00

City of Stockton - Community Services 605 North El Dorado Street Stockton, CA 95202 Phone: (209)937-8206 http://www.stocktongov.com

Council Member - City of Stockton

Home Phone

0.00

337.00 500,00

Stockton CA 95209

337.00

500.00

michele.padilla@slocktonca.gov

Reservation Details: Permitted Park Space for Special Event, Approved Park - Open Space for Permitted Events New Foes Total Fees New Pald Total Pald\_ Amount Dug

Reserv. Contact: Phone Number: Reserv. Number:

Status:

Purpose: **Anticipated Count:**  <u>Michele Padilla</u> 13814

Firm Annual Community Event

Date(s):

**Special Questions:** 

Sat @ 2:00 pm - 9:00 pm: 7/20/2024 Will there be an admission charge? No What is the admission charge? N/A

Time Approved for sound? 5:30 pm Will alcohol be served? No Time approved for alcohol: Not Permitted Close Streets? No

Clean Up Completed: 9:00 pm Additional dumpster regulred? Yes

Hours of election needed?

Type of insurance required. For insured events & the promoter will comply with insurance requirements contained on Exhibit A: \$1 mil/\$2 mil Event Time: 5:30 pm

Entertainment vendors? Touch of Magic Music

Food vendors? N/A Fountain needed? N/A

is a health permit required? No Will alcohol insurance be required? No Lunderstand a map of the location is required? Yes

Fire and tent permit inspection required? Yes

Police Service Required? No Portable Restroom Needed:

How many Security guards are required? 2 guards from 5:00pm-9:30pm

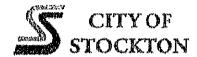
Set up Time: 2pm Will there be vendors? Yes

Requirement Due Date: 06/10/2024

Link to Reservation #: 13814

Waiver: In return for being permitted to participate in the program/activity, or to use the City of Stockton's property, listed on this form (the #€oeProgram@e), including any associated use of the premises, facilities, staff, equipment, transportation, and services of the City, I, for myself, heirs, personal representatives, and assigns, do hereby release, waive, discharge, and promise not to sue the City of Stockdon, its officers, officials, employees and volunteers (the #€-City#e), from liability from any and all chaims from whatever cause, including the negligence of the City, resulting in personal injury (including death), illness (of any type, including communicable diseases such as MRSA, influenza, and COVID-19), and property loss, in connection with my participation in the Program and any use of City premises and facilities.

Indemnification and Hold Harmless: I also agree to hold harmless, defend, and Indemnify the City from and against any and all liability, claims, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature, by any person or persons, arising out of or in connection with the Program, provided that any such liability, claim, loss, damage, expense, or cost is not solely attributable to, or caused by, the gross negligence or willful misconduct of the City.



Receipt # Payment Date: Household:

313590 06/14/2024 14665

images: I understand that by participating in the Program, I give consent for images of myself taken at the Program to be used for promotional or instructional purposes by the City.

Cancellation: In the case of an emergency, or for reasons beyond the City's control, the City reserves the right to cancel the Program prior to its commencement without liability. Refunds will be made accordingly.

Severability: I further coree that this release is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

I have read this document and understand that I am giving up substantial rights, including my right to sue, I confirm that I am signing this document freely and voluntarity, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Date: 6/11/24

Deposit:

Michele Padilla, Council Member - City of Stockton

Stockton, CA 95209 No Phone # Listed

Staff Initials: 19

Date: 05/14/2024

Reservation Details: Stockton Showmobile, Showmobile

13814

Firm

Michele Padilla

Reserv. Contact: Phone Number:

Reserv. Number: Status:

Purpose: Antidipated Count:

Date(s): Special Questions:

Sat @ 2:00 pm - 9:00 pm: 7/20/2024 Link to Reservation #: 13814

Close Streets? Event Time: 5:30 pm Generator needed? Yes is electricity needed?

**Annual Community Event** 

Type of Insurance required. For insured events & the promoter will comply with insurance requirements contained on Exhibit A: \$1 mil/\$2 mil Time of delivery? 2:00 pm Delivery location: Michael Fakils Park

New Fees...

750,00

809.00

Total Fees.

609.00

750,00

New Pald

0.00

0.00

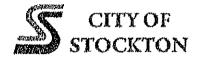
Name of contact: Michelle Pedille

Total Paid Amount Due

0.00

809,00

10.001 3 750.00



Receipt #
Payment Date:
Household:

313590 05/14/2024 14665

Set Up Instructions: Time of pick up? Requirement Due Date: 06/10/2024

Waiver: In return for being permitted to participate in the program/activity, or to use the City of Stockton's property, listed on this form (the A€cePrograma€•), including any associated use of the premises, facilities, staff, equipment, transportation, and services of the City, I, for myself, heirs, personal representatives, and assigns, do hereby release, waive, discharge, and promise not to sue the City of Stockton, its officers, officials, employees and volunteers (the A€•CityA€•), from liability from any and all claims from whatever cause, including the negligence of the City, resulting in personal injury (including death), illness (of any type, including communicable diseases such as MRSA, influenza, and COVID-19), and property loss, in connection with my participation in the Program and any use of City premises and facilities.

Indemnification and Hold Harmless: I also agree to hold harmless, defend, and Indemnify the City from and against any and all liability, claims, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature, by any person or persons, adeing out of or in connection with the Program, provided that any such liability, claim, loss, clamage, expense, or cost is not solely attributable to, or caused by, the gross negligence or willful misconduct of the City.

Images: I understand that by participating in the Program, I give consent for images of myself taken at the Program to be used for promotional or instructional purposes by the City.

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I have read this document and understand that I am giving up substantial rights, including my right to sue. I confirm that I am signing this document freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Michele Padille, Council Member - City of Stockton

Stockton CA 95209

Stockton, CA 96209 No Phone # Listed

Staff Initials: TJ

05/14/2024

Date:



Receipt # Payment Date: Household:

**313590** 05/14/2024 14665

Processed on 05/14/24 @ 5:00 pm by Ijohnson

Total New Deposit Fees

1,250.00 1,146.00

Total New Fees

Total Due 2,396,00

Total Fees Pald

0.00 0.00

Balarice From Receipt 2,396.00

Household Balance Information

Overali Household Balance Due

2,396.00

Fees; Non-Refundable app fee Security Deposit Park Usage Fee Showmobile Deposit Showmobile Usage Fee

\$55.00 \$500.00 \$282.00 \$750.00 \$705.00 \$104.00

TOTAL= \$2,396.00

Tina Johnson

Generator Fee

05/14/2024

Authorized Signature

Date

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COMMERCIAL GENERAL LIABILITY
POLICY NUMBER: 3D95475-M3867106

#### **EVANSTON INSURANCE COMPANY**

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 FORM

#### **SCHEDULE**

Name	Of Additional In	sured Person(s) C	r Organization(s	):	
The City	y of Stockton, its officers	s, officials, employees, an	d designated volunteers	i <u>.</u>	
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1					

- 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 of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II Who Is An Insured:
  - 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,

All other terms and conditions remain unchanged.

POLICY NUMBER: 3DS5475-M3867106

COMMERCIAL GENERAL LIABILITY CG 20 01 04 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY — OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other Insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. POLICY NUMBER: 3DS5475-M3867106

COMMERCIAL GENERAL LIABILITY CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

#### **SCHEDULE**

Name Of Person(s) Or Organization(s): The City of Stockton, its officers, officials, employees, and designated volunteers.						
ony or entering the entering entering of the designation volunteers.						
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.						

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Michael Faklis Park 5250 Cosumnes Dr. Stockton, CA 95219



<u>2 – Guards</u> <u>5:30PM –</u> 9:30PM

## AGREEMENT FOR SECURITY GUARD SERVICES

THIS CONTRACT, is made by, and between Rosirene Tirado, doing business as ALPHA GUARD ("Contractor"), and Authorized

Representatives: City of Stockton District 1
Contact Information: Michele Padilla 209-565-2421
Email: Michele Padilla@stocktonca.goy

RECITALS

WHEREAS, Client desires to purchase security guard services for Client's use of buildings, grounds, premises, personal property, and personnel, and for guests and other users of Client's facilities and service, and

WHEREAS Contractor is willing to provide those services,

NOW THEREFORE, subject to the terms and conditions hereinafter set forth, and in consideration of the mutual covenants contained herein, the Parties agree as follows:

- 1. TERM. The term of this Contract shall begin <u>07/20/2024</u> and terminate on <u>07/20/2024</u> with an option to renew thereafter, unless terminated as provided herein. If Client decides to exercise the option to renew, it shall be in written form to Contractor, thirty (30) days prior to the expiration of the Contract.
- 2. SCOPE OF SERVICES. Contractor will perform and complete in a timely and satisfactory manner the duties of security guard at the stated facility. Services will be on 07/20/2024 and 07/20/2024 from 5:30 PM to 9:30 PM on this day 1 day with 2 GUARDS.
- 1. CONTRACTOR'S GENERAL DUTIES. Contractor agrees as follows
- a. Security guards assigned to perform work under this agreement will wear uniforms at all times.
- b. Contractor at its own expenses shall provide its security guards with necessary uniforms and equipment required for the effective discharge of security services, unless otherwise set forth herein.

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- d. Security guards assigned to perform work under this agreement shall perform their duties independently, receiving general operational direction, but not supervision by Client.
- e. Security guards will interact with staff and the public in a professional manner.
  - 2. <u>LOCATIONS</u>. Contractor shall provide security services for the buildings and accompanying grounds owned and/or occupied by Client as set forth below:

## Michael Faklis Park

## 5250 Cosumnes Dr. Stockton, CA 95219-7201

COMPENSATION AND HOURLY RATES. The security services shall be provided at the rate of \$35,00 per hour (Thirty - Five) dollars) per security guard. This site will be 8 hours. The client requests 2 Guards for this event. The total cost will be \$280.00.

- 4. INVOICES. Payment will be made once each <u>week</u> upon submission of detailed invoices for services authorized and provided for the preceding week. Client will each preceding week determine and forward the payment to the Contractor.
- 5. <u>INDEPENDENT CONTRACTOR STATUS</u>. Nothing contained in the entire Agreement between Client and Contractor shall be construed as the establishment or creation of a relationship of employer and employee between Client and Contractor, it being agreed that the position of Contractor and anyone else performing any services under this Agreement is that of an independent contractor.
- 6. CONTRACTOR'S LIABILITY INSURANCE. For the duration of this Agreement, Contractor shall purchase and maintain in a company or companies authorized to do business in the State of California, insurance with limits equal to or greater than those set forth below:
- 7. <u>CLIENT'S LIABILITY INSURANCE</u>. Client shall be responsible for purchasing and maintaining, in a company or companies authorized to do business in the State of California, Client's liability insurance to protect Client against claims which may arise from operations under this Agreement.
- 8. <u>PERMITS AND LICENSES</u>. The Contractor shall be licensed as a qualified security services company in accordance with the requirements of the laws of the State of California and must maintain such licensing throughout the term of this Agreement. The Contractor shall comply with all applicable federal, state and local laws in obtaining any necessary permits and licenses.
  - 9. <u>TERMINATION</u>. Either party may upon, providing thirty (30) days written notice, terminate the Agreement at any time, with or without cause. Upon thirty (30) days notice of termination by either party, Client shall be liable only for payment in accordance with the provisions of this Agreement for the services performed prior to the effective date of termination.
    - A. If Contractor neglects or fails to perform any provision of this Agreement and fails to oure such neglect or failure within five (5) days after written notice

thereof, Client, without prejudice to any other remedy, may immediately terminate this Agreement. Client shall be liable only for payment in accordance with the provisions of this Agreement for the services performed prior to the effective date of termination.

- B. If Client\_neglects or fails to perform any provision of this Agreement and fails to cure such neglect or failure within five (5) days after written notice thereof, Contractor, without prejudice to any other remedy, may immediately terminate this Agreement and submit a final invoice for payment to Client.
- 10. <u>NOTICES</u>. Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

#### To Client:

. . .

Representatives: City of Stockton District 1
Contact Information: Michele Padilla 209-565-2421
Email: Michele Padilla@stocktonca.gov

To Centractor: Resirene Tirade DBA Alpha Guard 1717 S. Union Street Stockton, CA 95206 (209) 298-5416

- 11. HIRING OF GUARD BY CLIENT. Client agrees that for a period of 12 months after the termination of this Agreement, Client will not hire as a security guard any persons employed by Contractor in the performance of this Agreement.
- 12. <u>MODIFICATION OF AGREEMENT</u>. This Agreement may be modified only by written agreement signed by the parties hereto.
- 13. <u>SEVERABILITY</u>. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
- 14. <u>WAIVER</u>. If one party waives any term or provision of this Agreement at any time, the waiver will only be effective for the specific instance and specific purpose for which the waiver

was given. If either party fails to exercise or delays exercising any of its rights or remedies under this Agreement, that party retains the right to enforce that term or provision at a later time.

- 15. GOVERNING LAW AND VENUE. The Parties agree that the law governing this Agreement shall be that of the State of California and venue shall be in San Joaquin County.
- 16. <u>FORCE MAJEURE</u>. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events").
- 17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties concerning their rights and obligations with respect to the performance of services under this Agreement. Any agreements or representations respecting the services to be performed not expressly set forth in this Agreement shall have no effect, except for a subsequent written modification signed by both parties.
- 18. <u>EFFECT ON HEIRS AND ASSIGNS.</u> This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of each of the Parties.

Executed on May 20, 2024 at Stockton, California.

"Client"

Representatives: City of Stockton District 1
Contact Information: Michele Padilla 209-565-2421
Email: Michele.Padilla@stocktonca.gov

Signature:	Insert name and title.
"Contractor"	Moore hand and tills.

Rosirene Tirado DBA ALPHA GUARN

Yesika/Sosa



### Stockton Fire Department • Fire Prevention Division 345 N. El Dorado St. Stockton, CA 95202 (209) 937-8271



SFD-Prevention@stocktonca.gov

### FIRE PREVENTION ONE-TIME PERMIT & INSPECTION APPLICATION One-time fire permit as required by the Stockton Municipal Code

Application Date: 7/9/2024 City Council Applicant/Business Name: Stockton, CA 95209 Applicant Address: Sulte: City: Stockton Zip: 95209 State: CA Event Name: Community Event Event Date(e)/Time(e): 7/20/24. 6-9pm Event Address: 5250 Cosumnes Dr <u>Zlp:</u> 95219 Sulto: Contact Person: Michele Padilla . Contact Phone: Contact E-mail: APPLICANTS - Place Check ☑ next to requested permit type: Candles & Open Flames in Assembly Areas - Per Event: Camivals & Fairs: Open Burning: Tent: Special Event: Other: Community Cookout Event ALL APPLICANTS - READ AND SIGN - ALL INFORMATION IS SUBJECT TO VERIFICATION. I have read this application and know the contents thereof and attest that the same is true and correct. I further acknowledge that the City of Stockton has adopted the Fire Code, and the amendments thereof, and use of the permit being applied for will conform to accepted standards. Print Name: Michele Padilla Date: 7/9/2024 Signature: Inspection Date/Time: Inspected by:

_ Permit Number _	Fee	Date Bald	Processed By	Notes
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		Lift for	LIME	
SFD Prevention One-time Permit	Form 13/1/2023 202	/ / *	White: FDD Ella	Olabe Custamar Come

Pink: Customer Copy



## POINT OF SALE INVOICE

Record Number: POS24-00839

Fire Permit Number: EVENT:07/20/24

Inspection Date: 07/20/2024

Site Address:

**6260 CONSUMNES DR** 

Project Name:

Council Member Padilla-Community Event-07/20/24

Invoice Number:

261855 7/9/2024

Invoice Date: Detail Description:

Council Member Padilla-Community Event-07/20/24

MICHELE PADILLA-

### **Payment Details**

Description	Quantity	Fee
SPECIAL INSPECTION PER QUARTER HR	8.00	\$352,00
		Marine Commission of the Commi
		Matkakousuaaaagaagaagaaga

Total Fee:

\$352.00

#### **Online Payment Instructions**

Step 1: Go to website: https://aca.accela.com/Stockton hover over the "Pay Permit Fees" button, then click on "Building"

Step 2: Search for your Record Number POS24-00839 using the search bar in the upper-right hand comer of the page.

Step 3: Click on "Payments", then "Fees" in the drop-down list.

Step 4: Select the "Pay Fees" link to the right of the list of fees.

Step 5: Review the list of fees and select "Continue Application" at the bottom of the page.



## STOCKTON FIRE DEPARTMENT FIRE PREVENTION DIVISION (209) 937-8271 • FAX (209) 937-8893



# RESPONSIBLE VENDOR FORM FOR OUTDOOR COOKING BOOTHS

Name of Vendor: Atzimba Catering LLC
Mailing Address: 1111, Main St, Sulsun City CA 94585
Telephone Number: (707)580-1105
Type of Outdoor Cooking Booth: Food Truck
Date(s) of Function: 07/20/2024
Location of Function: Micheal Eaklis Park
I, <u>Ellago Tapla</u> (Print Name) hereby represent and warrant that I am the authorized agent of <u>Atzimba catering LLC</u> (Print Name of Vendor), with the authority to act on its behalf.
On behalf of said vendor, I have read and understood the Fire Department's Regulations for Outdoor Cooking Booths ("Regulations"), and I agree to comply with the Regulations at the location and on the date(s) specified above.
I understand and agree that the City of Stockton Fire Marshal (and/or representative thereof) may inspect said vendor's cooking booth at any time to enforce the Regulations.
I further understand and agree that said vendor shall be held liable for any and all fees and costs related to violations of the Regulations, as determined by the Fire Marshal, in the exercise of his/her sole discretion.
READ, UNDERSTOOD, AND AGREED:
Elizeo Tapia Davier Name and Title

Please return this completed form to: Stockton Fire Department

Fire Prevention Division 345 N. El Dorado Street Stockton, CA 95202



## STOCKTON FIRE DEPARTMENT FIRE PREVENTION DIVISION (209) 937-8271 • FAX (209) 937-8893



# RESPONSIBLE VENDOR FORM FOR OUTDOOR COOKING BOOTHS

Name or Vendor: Ty's Gourmet Dogs				
Mailing Address: 802 S Central Ave, Lodi CA 95240				
Telephone Number: (209) 827-2974				
Type of Outdoor Cooking Booth: 8x12 food truck				
Date(s) of Function: 07.20.24				
Location of Function:				
i, _Cindia Almaraz(Print Name) hereby represent and warrant that I am the authorized agent of _Ty's Gourmet Dogs(Print Name of Vendor), with the authority to act on its behalf.				
On behalf of said vendor, I have read and understood the Fire Department's Regulations for Outdoor Cooking Booths ("Regulations"), and I agree to comply with the Regulations at the location and on the date(s) specified above.				
I understand and agree that the City of Stockton Fire Marshal (and/or representative thereof) may inspect said vendor's cooking booth at any time to enforce the Regulations.				
I further understand and agree that said vendor shall be held liable for any and all fees and costs related to violations of the Regulations, as determined by the Fire Marshal, in the exercise of his/her sole discretion.				
READ, UNDERSTOOD, AND AGREED:				
Signaturé Date Cirdia Almarez				
Name and Title				

Please return this completed form to: Stockton Fire Department

Fire Prevention Division 345 N. El Dorado Street Stockton, CA 95202

Account #:

City Council:	Padilla / District 1
Event:	Community Event – 2 <sup>nd</sup> Annual Community BBQ at Michael Faklis  Park
Date:	July 1, 2024 Event date: Saturday, July 20, 2024
Purpose:	The objective is to bring together the diverse residents of District 1 In a relaxed and enjoyable setting. This is to create a sense of belonging and strengthen the bonds within our community. Constituents will be able to engage with one another, exchange ideas, and build relationships. (Build Community Cohesion / Promote Social Interaction / Encouraging Healthy Lifestyle / Support local businesses.
Check Payable:	About Face – Face Painting
Amount:	\$500.00
Councilmember Sign	ature: N. Padul
Review:	
City Attorney's Office	): 
City Manager's Office	);
Approval:	Resolution # 2024-06-18-1603

City Council Request for Expenditure City Council Discretionary Funds: Account #: 1020-000-630006-100-000-10-10-000-000-City Council: Padilla / District 1 Community Event - 2<sup>nd</sup> Annual Community BBQ at Michael Faklis Event: <u>Park</u> Date: Event date: Saturday, July 20, 2024 July 9, 2024 Purpose: The objective is to bring together the diverse residents of District 1 in a relaxed and enjoyable setting. This is to create a sense of belonging and strengthen the bonds within our community. Constituents will be able to engage with one another, exchange ideas, and build relationships. (Build Community Cohesion / Promote Social Interaction / Encouraging Healthy Lifestyle / Support local businesses. Check Payable: Atzimba Catering Amount: Councilmember Signature: Review: City Attorney's Office:

Resolution # 2024-06-18-1603

City of Stockton

City Manager's Office:

Approval:

Account #:

City Council:	Padilla / District 1
Event:	Community Event – 2 <sup>nd</sup> Annual Community BBQ at Michael Faklis Park
Date:	July 9, 2024 Event date: Saturday, July 20, 2024
Purpose:	The objective is to bring together the diverse residents of District 1 In a relaxed and enjoyable setting. This is to create a sense of belonging and strengthen the bonds within our community. Constituents will be able to engage with one another, exchange ideas, and build relationships. (Build Community Cohesion / Promote Social Interaction / Encouraging Healthy Lifestyle / Support local businesses.
_Check Payable:	Ty's Gourmet Dogs
Amount:	\$2,800.00
Councilmember Sign	ature: N. Padell
Review:	
City Attorney's Office	3:
City Manager's Office	3:
Approval:	Resolution # 2024-06-18-1603

Account #:

City Council:	Padilla / District 1
Event:	Community Event — 2 <sup>nd</sup> Annual Community BBQ at Michael Faklis Park
Date:	July 1, 2024 Event date: Saturday, July 20, 2024
Purpose:	The objective is to bring together the diverse residents of District 1 in a relaxed and enjoyable setting. This is to create a sense of belonging and strengthen the bonds within our community. Constituents will be able to engage with one another, exchange ideas, and build relationships. (Build Community Cohesion / Promote Social Interaction / Encouraging Healthy Lifestyle / Support local businesses.
Check Payable:	Danny's Churros & Shave Ice
Amount:	\$3,000.00
Councilmember Sign	n made
Review:	
City Attorney's Offic	e:
City Manager's Office	e:
Approval:	Resolution # 2024-06-18-1603

Account #:

City Council:	Padilla / District 1
Event:	Community Event - 2 <sup>nd</sup> Annual Community BBQ at Michael Faklis Park
Date:	July 1, 2024 Event date: Saturday, July 20, 2024
Purpose:	The objective is to bring together the diverse residents of District 1 In a relaxed and enjoyable setting. This is to create a sense of belonging and strengthen the bonds within our community. Constituents will be able to engage with one another, exchange ideas, and build relationships. (Build Community Cohesion / Promote Social Interaction / Encouraging Healthy Lifestyle / Support local businesses.
Check Payable:	Alpha Guard
Amount:	\$280.00
Councilmember Sig	gnature: M. Padul
Review:	
City Attorney's Offi	ce:
City Manager's Offi	ice:
<u> Distriction</u>	
Approval:	Resolution # 2024-06-18-1603

Account #:

· 1967年1967年1968年1977年1967年1	
City Council:	Padilla / District 1
Event:	Community Event – 2 <sup>nd</sup> Annual Community BBQ at Michael Faklis Park
Date:	July 1, 2024 Event date: Saturday, July 20, 2024
Purpose:	The objective is to bring together the diverse residents of District 1 In a relaxed and enjoyable setting. This is to create a sense of belonging and strengthen the bonds within our community. Constituents will be able to engage with one another, exchange ideas, and build relationships. (Build Community Cohesion / Promote Social Interaction / Encouraging Healthy Lifestyle / Support local businesses.
Check Payable:	City of Stockton — Fire Department
Amount:	\$86.00
Councilmember Sign	ature: M. Padu
Review:	
City Attorney's Office	91
City Manager's Office	a:
Approval:	Resolution # 2024-06-18-1603

City Council Request for Expenditure **City Council Discretionary Funds:** Account #: 1020-000-630006-100-000-10-10-000-000-City Council: Padilla / District 1 Community Event - 2nd Annual Community BBQ at Michael Faklis Event: Park Date: July 17, 2024 Event date: Saturday, July 20, 2024 Purpose: The objective is to bring together the diverse residents of District 1 In a relaxed and enjoyable setting. This is to create a sense of belonging and strengthen the bonds within our community. Constituents will be able to engage with one another, exchange ideas, and build relationships. (Build Community Cohesion / Promote Social Interaction / Encouraging Healthy Lifestyle / Support local businesses. \_Check Payable: ATM Bounce Houses and More Amount: M. Padel Councilmember Signature: Review:

Approval:

City Attorney's Office:

City Manager's Office:

City of Stockton

Resolution # 2

2024-06-18-1603



A&J Rentals P.O Box 790 Lodi, CA 95241 +12096637071 info@ajportabletoiletsllc.com

Invoice

City of Stockton 425 N. El Dorado St Stockton, CA 95202 US

SHIP !	ľO.			
	ele Padilla			
5250	Consumnes	Dr,	Stoc	kton
CA				

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
13220	07/18/2024,	\$120.00	07/31/2024	Net 30	and the second s

SHIP DATE 07/20/2024

DATE DESCRIPTION	<b>OTY</b>	RATE	AMOUNT
Standard Portable	1	120.00	120.00
(Event)			

A&J Portable Toilets LLC is to deliver item(s) to the customer on the date requested, to the delivery address and customer shall assume all obligation and liability of injuries and/or damages, loss of equipment including vandalism, with respect to the possession of the rental item(s), and for their use, operation, condition from the date and time of delivery, to the time of actual pickup of the item(s).

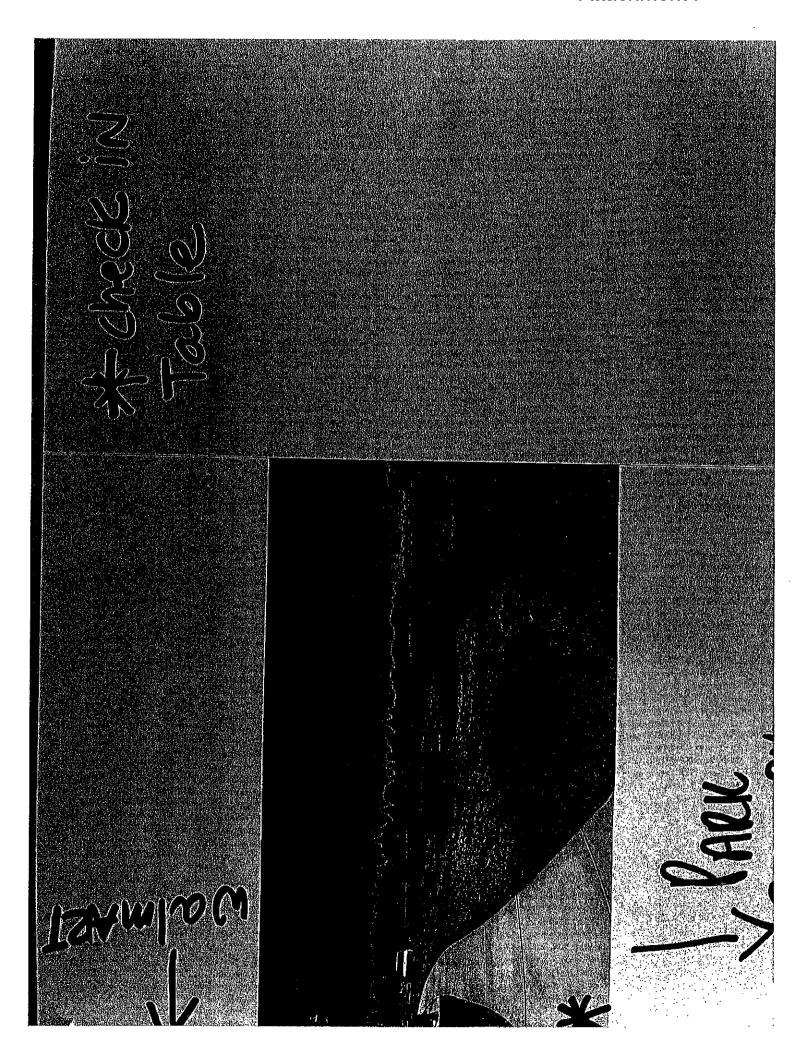
To process a payment please call our office (209)663-7071 to make a card payment or send a check to our P.O Box 790 Lodi, Ca 95241

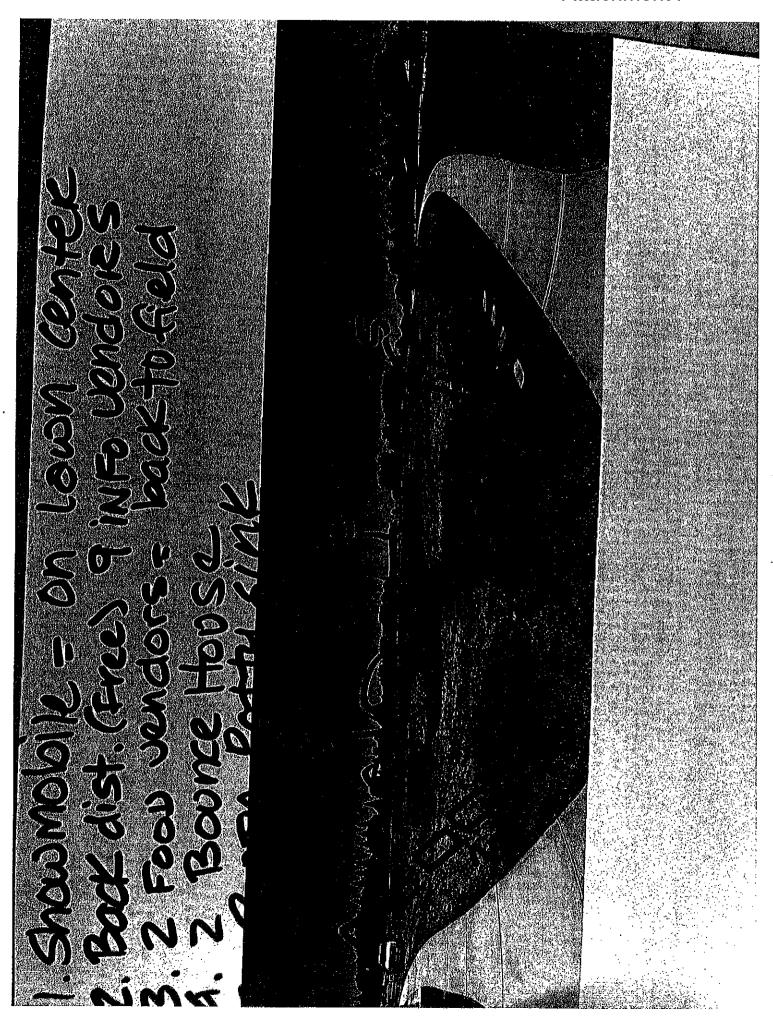
 SUBTOTAL
 120.00

 TAX
 0.00

 TOTAL
 120.00

 BALANCE DUE
 \$120.00







RECEIVED

City of Stockton City Council Request for Expenditure **City Council Discretionary Funds:** 

JUN 17 2024

CITY MANAGERS OFFICE

Account #:

1020-000-630006-100-000-10-10-000-000-CITY OF STOCKTON

City Council:	Michele Padilla
Event:	Community Event – 2nd Annual Community BBQ at Michael Faklis  Park
Date:	June 12, 2024 Event Date: Saturday, July 20, 2024
Purpose:	The objective is to bring together the diverse residents of District 1 In a relaxed and enjoyable setting. This is to create a sense of belonging and strengthen the bonds within our community. Constituents will be able to engage with one another, exchange ideas, and build relationships. (Build Community Cohesion / Promote Social Interaction / Encouraging Healthy Lifestyle / Support local businesses.
Check Payable:	City of Stackton
Amount:	\$2,396 – Park Rental/Deposits/Showmobile
Councilmember Signa	ature: M. Padu
Review:	. 1
City Attorney's Office	: UMA
City Manager's Office	: 0 Cmors 6/18/24

Approval:

Resolution # 2023-06-20-1601

#### Florence Low

From:

Michele Padilla

Sent:

Monday, April 29, 2024 8:38 AM

To:

Harry Black; Florence Low

Subject:

**Community Event** 

Good Morning Harry:

I hope this email finds you well. I am writing on behalf of my 2nd Annual Community Event in District 1. I want to invite Stockton Police and Fire as well as any other City departments to participate as a partner in our upcoming event scheduled to take place on Saturday, July 20th at Michael Faklis Park.

The Annual Community Event aims to serve multiple purposes and can have various goals, including:

- 1. **Building Community Cohesion:** Bringing together residents from diverse backgrounds and neighborhoods to foster a sense of belonging and unity.
- 2. Promoting Social Interaction: Providing opportunities for residents to socialize, network, and establish connections with one another, which can strengthen social ties within the community.
- 3. **Encouraging Healthy Lifestyles:** Promoting physical activity, wellness, and healthy living through sports events.
- 4. **Supporting Local Businesses:** Providing a platform for local businesses, artisans, and entrepreneurs to showcase their products and services, thereby stimulating economic activity and supporting the local economy.

As the City Council member of District 1, I believe that the Cities involvement would greatly enhance the success and impact throughout the district. This would demonstrate a commitment to the community's well-being and strengthens bonds between residents and local government officials. Overall, a city's involvement in building community relationships requires proactive engagement, responsiveness to residents' needs, and a commitment to fostering inclusivity, collaboration, and mutual respect. By working together with residents as partners, we can create a vibrant resilient community where everyone feels valued, supported, and connected.

I would appreciate your support and consideration this year, thank you.

Sincerely,

Council Member Padilla City of Stockton District 1 425 N. El Dorado Stockton, CA. 95202

#### Florence Low

From:

Michele Padilla

Sent:

Monday, April 29, 2024 8:38 AM

To:

Harry Black; Florence Low

Subject:

**Community Event** 

#### Good Morning Harry:

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- 3. Encouraging Healthy Lifestyles: Promoting physical activity, wellness, and healthy living through sports events.
- 4. Supporting Local Businesses: Providing a platform for local businesses, artisans, and entrepreneurs to showcase their products and services, thereby stimulating economic activity and supporting the local economy.

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I would appreciate your support and consideration this year, thank you.

Sincerely,

Council Member Padilla City of Stockton District 1 425 N. El Dorado Stockton, CA. 95202



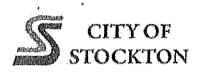
425 N. El Dorado \$1., First Floor -- Special Events Stackton, CA 95202 209.937.8119

30-Day Deadline Date:

# Park or Plaza – Public Event (NO ALCOHOL) Requirement Letter

Your requested event has been conditionally approved. To assist you with your event and ensure all appropriate paperwork is processed, please provide the required documents and payments by the 30-day deadline. Early submission of completed requirements and fees are greatly appreciated. Thank you from the City of Stockton, Events Unit.

Event Information	IMPORTANT:
Contract Organizar: Mimele Padila	All teis and réguliements:
Carried State Stat	must be submitted.
Date of Event: JWW AD. ADW	Fallure to meet the 30-day deadline will result in the event cancellation process.
Early Dard / Showing polas	SMC 12.72 180
Facility: WULVIS FOUR / SVWWINDWOLE	) Nadin
Purpose: Flymual Community Elent	XIN PURCUS
	Contract Organizer Signature and Date
Day of Eyent Contact & Phone #: 242 ( .	
Regulrements & Fees Check	llst
Insurance Ceruncete and Endorsement	
Required language must be on the GL and Endorsement Page. We h	ave attached an insurance requirement document.
Full Liquor Liability Insurance must cover days when any event equipment is at City Pr	operty
Vendor List	
☐ List of Vendors and Vendor forms – You must collect the \$50 fee a	nd submit to the events office.
<ul> <li>Vendors include the following:         <ul> <li>Vendors Selling Products (must pay \$50 Fee)</li> <li>Food Trucks and Cooking Vendor</li> </ul> </li> </ul>	
a Sinahamalam	
o Exhibitors (Not selling – No Fee) — N FOR MAT o Tents, Stage Company, DJ, Bands, etc. (Not selling – No	Fee)
Set-up and Vendor Information	,
<ul> <li>Delivery times must be within your rental agreement.</li> </ul>	
<ul> <li>Parking is not included with the rental. Parking is based on first or o A parking plan must be submitted and any requests for pre-</li> </ul>	ome, first served basis. Arking with LAZ Parking Authority
☐ Final Set-up Layout	·
C Entertainment/setlist fine-up Portable Tollets Contract	
Dumpster Contract and Waste Management Plan	
<ul> <li>Environmental Health Parmit – Obtained with County</li> <li>Fire Inspection Permit Appointment – Obtained with Fire Prevention</li> </ul>	n office.
a <u>Event must pass inspection for the event to start.</u>	2 security ghourds 5-9:30pm
Security Contract - Must Be Paid or Confirmed by Security Company	
Security company selection is only from City of Stockton's Spec	ial Events approved security list.
Paid Facility Fees	•



Receipt #

313590

New Paid

0.00

0.00

237.00

500.00

Payment Date: Household:

05/14/24 14665

City of Stockton - Community Services 605 North El Dorado Street Stockton, CA 95202 Phone: (209)937-8206 http://www.stocktongov.com

Council Member - City of Stockton

Home Phon

Amount Due

337.00

500,00

0.00

0.00

Stockton UA 95209

New Fees

337.00

500.00----

michele.padilla@stocktonca.gov

Reservation Details: Permitted Park Space for Special Event, Approved Park - Open Space for Permitted Events Total Fees

Deposit:

Reserv, Contact: Phone Number:

Reserv. Number:

Status: Purpose:

**Anticipated Count:** 

Michele Padilla 13814

Firm **Annual Community Event** 

Date(s):

Special Questions:

Sat @ 2:00 pm - 9:00 pm: 7/20/2024 Will there be an admission charge? No

What is the admission charge? N/A Time Approved for sound? 5:30 pm Will alcohol be served? No

Time approved for alcohol: Not Permitted Close Streets? No

Clean Up Completed: 9:00 pm Additional dumpster required? Yes

Hours of election needed?

Type of insurance required. For insured events å€" the promoter will comply with insurance requirements

contained on Exhibit A: \$1 mil/\$2 mil

Event Time: 5:30 pm

Entertainment vendors? Touch of Magic Music

Food vendors? N/A Fountain needed? N/A

is a health permit required? No Will alcohol insurance be required? No

I understand a map of the location is required? Yes Fire and tent permit inspection required? Yes

Police Service Required? No Portable Restroom Needed:

How many Security quards are required? 2 quards from 5:00pm-9:30pm

Set up Time: 2pm

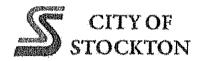
Will there be vendors? Yes

Requirement Due Date: 06/10/2024

Link to Reservation #: 13814

Waiver: In return for being permitted to participate in the program/activity, or to use the City of Stockton's property, listed on this form (the 倜Program〷), including any associated use of the premises, facilities, staff, equipment, transportation, and services of the City, I, for myself, heirs, personal representatives, and assigns, do hereby release, waive, discharge, and promise not to sue the City of Stockton, its officers, officials, employees and volunteers (the 倷City倷), from liability from any and all claims from whatever cause, including the negligence of the City, resulting in personal Injury (including death), illness (of any type, including communicable diseases such as MRSA, influenza, and GOVID-19), and property loss, in connection with my participation in the Program and any use of City premises and facilities.

Indemnification and Hold Harmless: I also agree to hold harmless, defend, and indemnify the City from and against any and all liability, claims, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature, by any person or persons, arising out of or in connection with the Program, provided that any such liability, claim, loss, damage, expense, or cost is not solely attributable to, or caused by, the gross negligence or willful misconduct of the City.



Receipt# Payment Date: Household:

313590 05/14/2024 14665

Images: I understand that by participating in the Program, I give consent for images of myself taken at the Program to be used for promotional or instructional purposes by the City.

Cancellation: In the case of an emergency, or for reasons beyond the City's control, the City reserves the right to cancel the Program prior to its commencement without liability. Refunds will be made accordingly.

Severability: I further agree that this release is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

I have read this document and understand that I am giving up substantial rights, including my right to sue. I confirm that I am signing this document freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Deposit:

Padilla, Council Member - City of Stockton

Slockton, CA 95209 No Phone # Listed

Staff Initials: 1)

Date: 05/14/2024

Reservation Details: Stockton Showmobile, Showmobile

13814

Firm

Michele Padilla

Reserv. Contact:

Phone Number:

Reserv. Number: Status:

Purpose:

Anticipated Count:

Date(s):

Special Questions:

Annual Community Event

Set @ 2:00 pm - 9:00 pm: 7/20/2024 Link to Reservation #: 13814

Close Streets? Event Time: 5:30 pm Generator needed? Yes Is electricity needed?

Type of insurance required. For insured events â€" the promoter will comply with insurance requirements

New Fees

809.00

750.00

Total Fees

809.00

750.00

New Paid

0.00

Date: 6/11/24

contained on Exhibit A: \$1 mil/\$2 mil

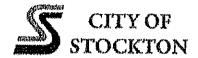
Time of delivery? 2:00 pm Delivery location: Michael Faklis Park Name of contact: Michelle Padilla

Total Paid Amount Due

809.00

0.00

0.00 750.00



Receipt #
Payment Date:
Household:

313590 06/14/2024 14665

Set Up Instructions: Time of pick up? Requirement Due Date: 06/10/2024

Walver: In return for being permitted to participate in the program/activity, or to use the City of Stockton's property, listed on this form (the &CoProgram&C), including any associated use of the premises, facilities, staff, equipment, transportation, and services of the City, I, for myself, heirs, personal representatives, and assigns, do hereby release, walve, discharge, and promise not to sue the City of Stockton, its officers, officials, employees and volunteers (the &C-City&C), from liability from any and all claims from whatever cause, including the negligence of the City, resulting in personal injury (including death), illness (of any type, including communicable diseases such as MRSA, influenza, and COVID-19), and property loss, in connection with my participation in the Program and any use of City premises and facilities.

Indemnification and Hold Harmless: I also agree to hold harmless, defend, and indemnify the City from and against any and all liability, claims, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature, by any person or persons, arising out of or in connection with the Program, provided that any such liability, claim, loss, damage, expense, or cost is not solely attributable to, or caused by, the gross negligence or willful misconduct of the City.

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Severability: I further agree that this release is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

I have read this document and understand that I am giving up substantial rights, including my right to sue. I confirm that I am signing this document freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Michele Padilla, Council Member - City of Stockton

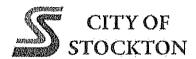
Stockton, CA 95209 No Phone # Listed

Staff Initials:

T.J

05/14/2024

Date: US/T#/



Receipt # Payment Date: Household:

**313590** 05/14/2024 14665

Processed on 05/14/24 @ 5:00 pm by tjohnson

Total New Deposit Fees Total New Fees

1,250,00 1,146.00

Total Due 2,396.00

Total Fees Paid

0.00.00

Balance From Receipt

Total Paid 0.00 2,396,00

Household Balance Information

Overall Household Balance Due

2,396,00

Fees; Non-Refundable app fee Security Deposit Park Usage Fee Showmobile Deposit

\$55.00 \$500.00 \$282.00 \$750.00 Showmobile Usage Fee Generator Fee \$705.00 \$104.00

TOTAL= \$2,396.00

Tina Johnson

05/14/2024

Authorized Signature

Date

#### Florence Low

From:

Sherry Riley

Sent:

Monday, May 20, 2024 1:02 PM

To:

Michele Padilla; Florence Low

Subject:

RE: Application

**Attachments:** 

No Reply\_20240520\_111017.pdf; Special Event Vendor Form 2024.pdf; Approved

Security List 2024.pdf; Fire Department Requirements 2024.pdf

#### Good afternoon!

I have attached the rental contract, requirement letter, special event vendor form, approved security list and fire department requirements for your review.

You will need to obtain and submit the following:

- Fire Inspection Permit Appointment (Obtain from Fire Prevention Office)
- Submit Vendor List and Vendor payment
- Submit Event Insurance
- Submit garbage plan.....Parks suggests for you to bring garbage bags and haul the garbage away;
   otherwise a small dumpster will be required
- Security Guard Contract
- 4 Portable toilets and 2 sinks are generally required for an event with 700 in attendance. I've asked Parks
  to keep the 2 restrooms open until 9 pm. If you anticipate 400+ attendees at one, we'll require 2 more
  portable toilets and 1 sink.
- Signed rental contract

Please let me know if you have any questions.

Thank you!

Sherry



Sherry Riley | Events Supervisor

City of Stockton Economic Development Department 425 N. El Dorado Street, Stockton, CA 95202

Office 209.937.8119 Direct 209.937.8692

www.stocktonca.gov | www.advantagestockton.com



From: Michele Padilla < Michele. Padilla@stocktonca.gov>

Sent: Monday, May 20, 2024 9:04 AM

To: Sherry Riley <Sherry.Riley@stocktonca.gov>; Florence Low <Florence.Low@stocktonca.gov>

Subject: Re: Application

**Good Morning** 

To: Sherry Riley <<u>Sherry.Riley@stocktonca.gov</u>>; Florence Low <<u>Florence.Low@stocktonca.gov</u>> **Subject**: Application

Good Morning Sherry;

It has been quite some time and I have not heard back from you.

Please advise me on the status and if I need to provide you with further documentation.

Regards,

Council Member Padilla City of Stockton District 1 425 N. El Dorado Stockton, CA. 95202 (O) 209-937-8279 (D) 209-565-2421

Request for Expenditure 'City Council Discretionary Funds: Account #: 1020-000-630006-100-000-10-10-000-000-Padilla / District 1 City Council: Community Event - 2<sup>nd</sup> Annual Community BBQ at Michael Faklis Event: Park Date: July 1, 2024 Event date: Saturday, July 20, 2024 Purpose: The objective is to bring together the diverse residents of District 1 in a relaxed and enjoyable setting. This is to create a sense of belonging and strengthen the bonds within our community. Constituents will be able to engage with one another, exchange ideas, and build relationships. (Build Community Cohesion / Promote Social Interaction / Encouraging Healthy Lifestyle / Support local businesses. About Face - Face Painting Check Payable: Amount: Councilmember Signature: Review: City Attorney's Office: City Manager's Office:

2024-06-18-1603

Resolution #

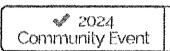
JUL 0 2 2024

RECEIVED

CITY MANAGER'S OFFICE CITY OF STOCKTON

Approval:

City of Stockton
City Council



Invoice



From

About Face - Face Painting 1136 W Poplar Stockton, CA 95203 To

Michele Padilla

Quote

6412360

Issued

May 20, 2024

#### **Additional Options**

Please select any of the following options:	QUANTITY	PRICE	TOTAL
Facepainting - Community	9	\$125.00	\$250.00

Facepainting - Community Event

Artist(s) will offer a "standard" design board with themed options. This allows for faster painting and results in more guests being painted.

\*Artist(s) will always use best judgment and turn away inappropriate requests in addition to full face, highly detailed designs if time does not allow.

Please select if you would like 2 or 3 hours.

✓ Balloon Twister - Community

\$125.00

\$250.00

Event

Artist will have a limited option design board in order to service as many guests as possible.

Please select if you would like 2 or 3 hours.

Subtotal:

\$500.00

Tax:

\$0.00

Jotal:

\$500.00

#### Florence Low

From:

Michele Padilla

Sent:

Wednesday, June 12, 2024 9:26 PM

To:

Florence Low; Lori Asuncion; Mayor Kevin Lincoln; Harry Black

Subject:

Re: Community Event

#### Hello Florence

Yes my community event is for my district in my district and I would like to use my discretionary funds to pay for this event.

Thank you

CM Padilla

#### Get Outlook for iOS

From: Florence Low <Florence.Low@stocktonca.gov>

Sent: Wednesday, June 12, 2024 1:50:47 PM

To: Michele Padilla <Michele.Padilla@stocktonca.gov>; Lori Asuncion <Lori,Asuncion@stocktonca.gov>; Mayor Kevin

Lincoln <Mayor@stocktonca.gov>; Harry Black <Harry.Black@stocktonca.gov>

Subject: RE: Community Event

Hello Councilmember Padilla,

Please confirm the event is a Council District event using your discretionary funds to pay for the park rental and the vendors. Correct?

Thanks,

Florence

From: Michele Padilla < Michele. Padilla@stocktonca.gov>

Sent: Monday, May 6, 2024 9:18 AM

**To:** Florence Low <Florence.Low@stocktonca.gov>; Lor! Asuncion <Lori.Asuncion@stocktonca.gov>; Mayor Kevin Lincoln <Mayor@stocktonca.gov>; Harry Black <Harry.Black@stocktonca.gov>

**Subject: Community Event** 

#### Good Morning Colleagues;

In keeping with my tradition, I will be hosting my 2nd annual community event for D1. The event will be held on Saturday, July 21st at Michael Faklis Park. This event is a bridge for trust and collaboration as we come together and build relationships, make our communities stronger and work towards a common goal.

I will maintain the same protocol for the recurring event, as well as the location and vendors.

As mentioned in a previous email, I would hope to obtain the support from the City of Stockton departments to join together so we can really reap the benefits of coming together as a community.

Regards,

Council Member Padilla City of Stockton District 1 425 N. El Dorado Stockton, CA. 95202 (O) 209-937-8279 (D) 209-565-2421

Request for Expenditure City Council Discretionary Funds: Account #: 1020-000-630006-100-000-10-10-000-000-Padilla / District 1 City Council: Event: Community Event - 2<sup>nd</sup> Annual Community BBQ at Michael Faklis -Park Date: July 1, 2024 Event date: Saturday, July 20, 2024 Purpose: The objective is to bring together the diverse residents of District 1 in a relaxed and enjoyable setting. This is to create a sense of belonging and strengthen the bonds within our community. Constituents will be able to engage with one another, exchange ideas, and build relationships. (Build Community Cohesion / Promote Social Interaction / Encouraging Healthy Lifestyle / Support local businesses. Check Payable: City of Stockton - Fire Department Amount: Councilmember Signature: Review: City Attorney's Office: City Manager's Office:

2024-06-18-1603

JUL 0 2 2024

CITY MANAGER'S OFFICE CITY OF STOCKTON

Approval:

Resolution #

City of Stockton
City Council



# **Food Trucks at Special Events**

Stockton Fire Department • Prevention Division 345 North El Dorado Street, Stockton, CA 95202 (209) 937-8271 • Fax: (209) 937-8893 SFD-Prevention@stocktonca.gov





# MOBILE FOOD PREPARATION VEHICLES ARE REQUIRED TO HAVE A FIRE PERMIT ISSUED BY THE STOCKTON FIRE DEPARTMENT

#### Do food trucks/trailers need permits and inspections?

YES! If you plan on having food trucks/trailers at your event, they are subject to additional permits and inspections from the Stockton Fire Department.

Food trucks/trailers operating in Stockton that are equipped with appliances that produce smoke or grease laden vapors are required to be inspected and permitted by the Stockton Fire Department annually as of October 1, 2020 per CFC 2019 Sec 105 & 319.

Food trucks/trailers that are <u>NOT</u> permitted and code compliant will <u>NOT</u> be allowed to participate in public events in Stockton.

# Food trucks/trailers that DO NOT have a current annual fire permit with the Stockton Fire Department must do the following:

- Be inspected by the Stockton Fire Department at least one week prior to the event.
  - 1. Submit the permit application to Stockton Fire Prevention located in the Permit Center
  - 2. Pay one of the permit fees below:
    - (a) A one-time permit, valid for one special event date only cost \$86.00
    - (b) An annual MEV Fire Safety Permit, valid for one year cost \$172.00
  - . Schedule food truck/traller inspection with a Stockton Fire Prevention Inspector.
  - 4. All violations must be corrected for the permit to be issued.
  - 5. Be inspected at event venue prior to event opening.

# Food trucks/trailers participating in the event, who have a current annual fire permit with the Stockton Fire Department must:

- Be prepared to verify their permit status
- · Be inspected at the event venue prior to event opening

**REMINDER:** No gasoline/diesel fuel storage is allowed on or around food prep vehicles or in the event venue. Food trucks/trailers that are not equipped with a fixed fire extinguishing system will not be allowed to participate at public events in Stockton.

STOUTO DE MILES

#### Florence Low

From:

Michele Padilla

Sent:

Wednesday, June 12, 2024 9:26 PM

To:

Florence Low; Lori Asuncion; Mayor Kevin Lincoln; Harry Black

Subject:

Re: Community Event

#### Hello Florence

Yes my community event is for my district in my district and I would like to use my discretionary funds to pay for this event.

Thank you

CM Padilla

#### Get Outlook for iOS

From: Florence Low <Florence.Low@stocktonca.gov>

Sent: Wednesday, June 12, 2024 1:50:47 PM

To: Michele Padilla <Michele.Padilla@stocktonca.gov>; Lori Asuncion <Lori.Asuncion@stocktonca.gov>; Mayor Kevin

Lincoln <Mayor@stocktonca.gov>; Harry Black <Harry.Black@stocktonca.gov>

Subject: RE: Community Event

Hello Councilmember Padilla,

Please confirm the event is a Council District event using your discretionary funds to pay for the park rental and the vendors. Correct?

Thanks,

Florence

From: Michele Padilla < Michele. Padilla@stocktonca.gov>

Sent: Monday, May 6, 2024 9:18 AM

To: Florence Low <Florence.Low@stocktonca.gov>; Lori Asuncion <Lori.Asuncion@stocktonca.gov>; Mayor Kevin Lincoln

<Mayor@stocktonca.gov>; Harry Black <Harry.Black@stocktonca.gov>

Subject: Community Event

#### Good Morning Colleagues;

In keeping with my tradition, I will be hosting my 2nd annual community event for D1. The event will be held on Saturday, July 21st at Michael Faklis Park. This event is a bridge for trust and collaboration as we come together and build relationships, make our communities stronger and work towards a common goal.

I will maintain the same protocol for the recurring event, as well as the location and vendors.

As mentioned in a previous email, I would hope to obtain the support from the City of Stockton departments to join together so we can really reap the benefits of coming together as a community.

Regards,

Council Member Padilla City of Stockton District 1 425 N. El Dorado Stockton, CA. 95202 (O) 209-937-8279 (D) 209-565-2421 City of Stockton City Council Request for Expenditure City Council Discretionary Funds:

Account #:

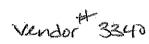
1020-000-630006-100-000-10-10-000-000-

City Council:	Padilla / District 1.
Event:	Community Event – 2 <sup>nd</sup> Annual Community BBQ at Michael Faklis Park
Date:	July 1, 2024 Event date: Saturday, July 20, 2024
Purpose:	The objective is to bring together the diverse residents of District 1 In a relaxed and enjoyable setting. This is to create a sense of belonging and strengthen the bonds within our community. Constituents will be able to engage with one another, exchange ideas, and build relationships. (Build Community Cohesion / Promote Social Interaction / Encouraging Healthy Lifestyle / Support local businesses.
Check Payable:	Danny's Churros & Shave Ice
Amount:	\$3,000.00
Councilmember Sign	ature: M. Padull
Review:	11000
City Attorney's Office	a:
City Manager's Office	e: Chara 1/2/2h
Approval:	Resolution # 2024-06-18-1603

JUL 0 2 2024

RECEIVED

CITY MANAGER'S OFFICE CITY OF STOCKTON



# Danny's Churros & Shave Ice

174 Naomi Cochran Dr.

Stockton CA 95206.

#### **Invoice**

Event Name: Padilla district

Event Place: Michael faklis park

Event Date: July 20 2024

Event Time: 6-9 pm

Dannys's Churros & Shave Ice will be providing the following:

Snow Cone Stands -- containing all flavors.

Churro Stands.

400 People would be served.

Payment quote: \$3000.00

If any question or concerns, please contact: Teresa Tierrablanca at (209) 601-2166.

#### Florence Low

From:

Michele Padilla

Sent:

Wednesday, June 12, 2024 9:26 PM

To:

Florence Low; Lori Asuncion; Mayor Kevin Lincoln; Harry Black

Subject:

Re: Community Event

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Council Member Padilla City of Stockton District 1 425 N. El Dorado Stockton, CA. 95202 (O) 209-937-8279 (D) 209-565-2421

City of Stockton City Council **Request for Expenditure** City Council Discretionary Funds:

Account #:

1020-000-630006-100-000-10-10-000-000-

City Council:	Padilla / District 1
Event:	Community Event — 2 <sup>nd</sup> Annual Community BBQ at Michael Faklis Park
Date:	July 9, 2024 Event date: Saturday, July 20, 2024
Purpose:	The objective is to bring together the diverse residents of District 1 In a relaxed and enjoyable setting. This is to create a sense of belonging and strengthen the bonds within our community. Constituents will be able to engage with one another, exchange ideas, and build relationships. (Build Community Cohesion / Promote Social Interaction / Encouraging Healthy Lifestyle / Support local businesses.
Check Payable:	Atzimba Catering
Amount:	\$1,600.00
Councilmember Sign	ature: M. Padul
Review:	
City Attorney's Office	: That
City Manager's Office	E VUCUONO TION

Approval:

Resolution # 2024-06-18-1603

RECEIVED

JUL 0 9 2024

CITY MANAGER'S OFFICE CITY OF STOCKTON

(Rev. March 2024)

#### Request for Taxpayer Identification Number and Certification

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

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Under p	enalties of perjury	, I certify that:											
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4. The F/	ATCA code(s) ente	ered on this fo	nn (if any) indicatin	g that I am exem	pt from FATCA reporti	ng is con	rect.						
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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.

#### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLO that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLO" box and enter its appropriate tex classification.

to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through smilly with information regarding the status of its indirect foreign partners, owners, or beneficiaties, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership instructions for Schedules K-2 and K-3 (Form 1085).

#### Purpose of Form

An Individual or entity (Form W-9 requester) who is required to the un information return with the IRS is giving you this form because they

Invoice

Atzimba Catering LLC

1111 Main St

Sulsun City, CA 94585-2818

USA

+17075801105

Eliseo.atzimbacatering@outlook.com

Sallen Land	BILL 10
	Michele Padilla
i	
i	
-	

INVOICE #	<b>D</b> ĂÎĘ	TOTAL DUE	DUEDATE	TERIMS ENGLOSED	*******
308	07/08/2024	\$1,600.00	07/20/2024	Due on receipt	

#### **SALES REP**

Eliseo

DATE!	SERVICE	DESCRIPTION	QIV	HATE	AMÖÜNT
07/20/2024	Taco Service	250 Chicken Tacos 250 Asada Tacos For a total of 500 Tacos Condiments Chopped cliantro and onion Cucumber Lime Radish Green and red salsa plus, a 3-hour service from 6pm-	1	1,600.00	1,600.00
		9pm			

Thank you for your business. Please provide a deposit of 50% to hold the date.

BALANCE DUE

\$1,600.00

Flo	rence	Low

From:

Michele Padilla

Sent:

Tuesday, July 9, 2024 9:18 AM

To:

Florence Low

Subject:

Fwd: Invoice 308 from Atzimba Catering LLC

**Attachments:** 

w-9atz.pdf; Invoice\_308\_from\_Atzimba\_Catering\_LLC.pdf

#### **Good Morning Florence**

I will be having 2 food vendors at my community event. Attached is the first, and I will forward the second in a separate email.

Fire prevention requires a \$86 inspection for each and I will ask to cover that through my discrentionary funds.

If you need anything or have questions please feel free to reach out.

Regards,

Council Member Padilla City of Stockton District 1 425 N. El Dorado Stockton, CA. 95202 (O) 209-937-8279 (D) 209-565-2421

From: Michele Padilla

Sent: Tuesday, July 9, 2024 9:13:00 AM

To: Michele Padilla <Michele.Padilla@stocktonca.gov>
Subject: Fwd: Invoice 308 from Atzimba Catering LLC

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Michele Padilla

----- Forwarded message ------

From: Atzimba Catering LLC <quickbooks@notification.intuit.com>

Date: Mon, Jul 8, 2024 at 8:04 PM

Subject: Invoice 308 from Atzimba Catering LLC

To:

#### **INVOICE 308 DETAILS**

# Atzimba Catering LLC

S1,600.00

Print or save

Powered by QuickBooks

Dear Michele Padilla,

We appreciate your business. Please find your invoice details here. Feel free to contact us if you have any questions.

Have a great day! Atzimba Catering LLC

Bill to	Michele Padilla		
Terms	Due on receipt		
Sales rep		Eliseo	

City of Stockton City Council Request for Expenditure City Council Discretionary Funds:

Account #:

Approval:

1020-000-630006-100-000-10-10-000-000-

City Council:	Padilla / District 1
Event:	Community Event – 2 <sup>nd</sup> Annual Community BBQ at Michael Faklis Park
Date:	July 9, 2024 Event date: Saturday, July 20, 2024
Purpose:	The objective is to bring together the diverse residents of District 1 In a relaxed and enjoyable setting. This is to create a sense of belonging and strengthen the bonds within our community. Constituents will be able to engage with one another, exchange ideas, and build relationships. (Build Community Cohesion / Promote Social Interaction / Encouraging Healthy Lifestyle / Support local businesses.
Check Payable:	Ty's Gourmet Dogs
Amount:	\$2,800.00
Councilmember Signa	ature:
Review:	
City Attorney's Office	: my
City Manager's Office	" CVOCA THORM

Resolution # 2024-06-18-1603

JIH As 254

RECEIVED

CITY MANAGER'S OFFICE CITY OF STOCKTON



Ty's dourmat bags

Invoice #000006

lasuo dato Jul 2, 2024

## Invoice #000006

Gustomor Micholio Padillo Invoice Details PDF created July 2, 2024 \$2,600.00 Service date July 30, 2024

Payment Due July 20, 2024 \$2,800.00

Rems	Quantity	Prico	Amount
Bacon Dog	200	\$6.00	\$1,600,00
Single BBQ Burger	200	\$6.00	\$1,200.00
Subrotal	The extension of the second of	racet a saturate ace i to comple	\$2,800.00
and the state of t	and the state of t	i de la ricida i dessi Messa	***************************************

**Total Due** 

\$2,800.00



Form WV-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

Retor	e you begin, For guidance related to the purpose of Form W-9, see Pu	rpose of Form, below	•			
	<ol> <li>Name of entity/individual. An entry is required. (For a sofe proprietor or diera ontity's name on line 2.)</li> </ol>	garded entity, enter the o	ovner's name on the	1, and enter the business/disrogerded		
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	Business name/disregarded entity name, if different from above.	······································	AND THE PROPERTY OF THE PROPER	**************************************		
ort.	Ty's Gourmet Dogs					
page 3.	3a Check the appropriate box for federal tex classification of the entity/individual only one of the following seven boxes.  Individual/sole proprietor Ocorporation Scorporation	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3);				
٥ پ	☐ LLO. Enter the tax classification (C = C corporation, S = S corporation,	Exempt payes odds (if any)				
Print or type. c Instructions	Note: Check the "LLC" box above and, in the entry space, enter the appointment of the LLC, unless it is a disregarded entity. A disregarded box for the tax classification of its owner.	Exemption from Foreign Account Tax				
Į.	Cities (see instructions)			Compilance Act (FATOA) reporting code (if any)		
Print or type. See Specific Instructions on page	Sb If on line Sa you checked "Parinership" or "Trust/estate," or checked "LLO" and you are providing this form to a parinership, trust, or estate in which this box if you have any foreign pariners, owners, or beneficiaries. See instr	niderenwe ne over uov	informat nhanir	(Applies to accounts maintained outside (he United States.)		
8	5 Address (number, street, and apt. or suite no.), See instructions.		COMMISSION OF STREET	and address (optional)		
**	802 S Central Ave		•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
	6 City, state, and ZIP code					
	Lodl, CA, 95240	······································				
	7 List account number(a) here (optional)					
Par	Taxpayer Identification Number (TIN)	<del>//</del>	······································	Citibilitis terminister paysters (1995). No communication and the		
and the same of th	your TIN in the appropriate box. The TIN provided must match the nam	re relience and line of the ac-	Suclai de	aurity number		
backu reside	p withholding, For individuals, this is generally your social security num nt alien, sole proprietor, or disregarded entity, see the instructions for F	ber (SSN). However, f later, For other	ora			
71N, lo	s, it is your employer identification number (EIN). If you do not have a n ter.	umber, sos How to ga	VI.	ma prombinant bases bases bases bases		
Note: Numb	If the account is in more than one name, see the instructions for line 1. er To Give the Requester for guidelines on whose number to enter.	See also What Name	and Employer	identification number		
Pari	U Certification	**************************************	······································			
	penalties of perjury, I čertify that:	<del>Uniderlatika (seksessansassassassassassassassassassassassas</del>		***************************************		
2. I an Sen	number shown on this form is my correct taxpayer identification numb t not subject to backup withholding because (a) I am exempt from back the (IRS) that I am subject to backup withholding as a result of a failure onger subject to backup withholding; and	up withholding, or (h)	I have not been no	rtified by the Internal Payance		
	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 exemp	from FATCA reportin	g la correct.			
acquis	cation instructions. You must cross out item 2 above if you have been no se you have falled to report all interest and dividends on your tax return. Fi tion or abandonment of selfured property, cancellation of debt, contribution nan interest and dividends, you are not required to sign the certification, b	or real estato transactio ons to an individual ref	ins, item 2 does no Irament atronnomoi	t apply. For mortgage interest paid,		
Sign Here	Signature of U.S. person	`	lato	03.22.2024		
Gar	neral Instructions	New line 3b has b	een acided to this	form, A flow-through entity is		
Section noted,	n references are to the internal Revenus Code unless otherwise	required to complete foreign partners, ow to another flow-thro	a thìs line to Indica ners, or beneiicier ugh entity in which	to that it has direct or indirect les when it provides the Form W-9 It has an ownership interest. This		
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable apporting						
-	What's New requirements. For example, a partnership that has any indirect foreign partners may be required to complete scriedules K-2 and K-3. See the					
hie lin	Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the Purpose of Form					
appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.  An individual or entity (Form W-9 requestor) information return with the IRB is giving you information.			oster) who is required to file an g you this form because they			



City of Stockton City Council Request for Expenditure City Council Discretionary Funds:

JUL 23 2024

CITY MANAGER'S OFFICE CITY OF STOCKTON

Account #:

1020-000-630006-100-000-10-10-000-000-

City Council:	Padilla / District 1
Event:	Community Event — 2 <sup>nd</sup> Annual Community BBQ at Michael Faklis Park
Date:	July 17, 2024 Event date: Saturday, July 20, 2024
Purpose:	The objective is to bring together the diverse residents of District 1 in a relaxed and enjoyable setting. This is to create a sense of belonging and strengthen the bonds within our community. Constituents will be able to engage with one another, exchange ideas, and build relationships. (Build Community Cohesion / Promote Social Interaction / Encouraging Healthy Lifestyle / Support local businesses.
_Check Payable:	ATM Bounce Houses and More
Amount:	\$375.00
Councilmember Si	gnature: M. Padell
Review:	. 1
City Attorney's Off	ice: YMQ
City Manager's Off	ice:
Approval:	Resolution # 2024-06-18-1603

# **Rental Agreement**

# **Safety and Liability Terms and Conditions**

9. Release of liability: The Lessee shall be in charge of the unit's operation, as well as return of the Unit in a good working condition. Lessor and its officers, employees and agents is/are not responsible for any injury occurring to the Lessee or to any other persons using the Unit, and the Lessee shall indemnify the Lessor and its officers, employees and agents from/against any costs incurred due to claims from anyone and for attorney's fees and related costs involving the use and return of the unit, should legal action become necessary.
10. Title to: Lessee agrees to keep the Unit in his/her custody and not sublease, rent sell, remove from the Delivery Address, or otherwise transfer the Unit. The unit will remain at the property of the Lessee and may be removed by Lessor at any time after the termination of this Renta Contract. lessee to pays \$Cost of Units dollars if unit is not returned to Lessor
Rain policy: During periods of severe weather conditions (i.e. rain, high winds, etc.) we reserve the right to cancel your reservations. If conditions are not too severe we will give you the option of keeping the unit. If you decide to keep the unit for the term of the Rental Contract there will be no refunds
12. Addendum to the agreement
By signing this contract, Laccept the Rental agreement / Safety and Liability terms and conditions
Lessor: Representative Date: 7-2-2024  Lessee: Full Name Michile Padilla Date: 7/10/24
Lessee: Signature Nr. Dudulla

Page 3 of 3 Rental Agreement / Safety and Liability Terms and conditions

## **Rental Agreement**

## **Safety and Liability Terms and Conditions**

	0/2024 Start Time: Multi Color, Oval Bou					
Product (s)			Sect. Sect.	Annes de la company de la comp	rented	
	Amount Pai					
Delivery Address:	Michael Flakis Par	k -5250 Cosun	nnes Dr., Stocktor	n, CA 95219	Market Company of the	w.c
***************************************					Marie Committee of the	Science
Email Address		dente.				
This safety and lia	ibility agreement is e	ntered into bel	ween the Lesso	or Company	Name, and	the
Lessee Michelle	Padilla		on Ju	ıly 20th , 2024	20	ž.
Located at	***************************************	ggyg gagg ny dag ka ki	yrisydyn dyngod y character a	AMARIA MARIA	gggree-assasses-assassida-eda	
between the Less	iability Terms and Co or and the Lessee.	Product or Pro	ducts listed abo	inction with the ove will be ref	e Rental Ag erenced ir	reement the

The safety of each and every child and/or person that utilizes the Unit is incumbent on the Lessee. The Lessee must supervise and take responsibility to make sure that there is adult supervision of the Unit at all times that a child/children and or persons are utilizing the Unit. Failure to adequately supervise children or persons utilizing the Unit may be the leading cause to a child or children being injured while using or being around a Unit. Lessee has control of the Unit after it is delivered until the time it is picked up again by the lessor, and therefore must ensure the safe operation of the unit for the safety of all persons who utilize the unit.

Since Lessor, delivers the Unit and picks up the Unit from Lessee's property, lessor does not provide any supervision or employees with the Unit during the rental period. Lessee agrees to that they alone will be responsible for the safe operation of the Unit, and shall indemnify Lessor for claims and/or lawsuits arising from any accidents, injuries or damages of any kind arising from the use of the Unit sustained by the Lessee or any of Lessee's guests.

Lessor provides you with the following General Rules and Suggestions to minimize injury to persons and damage to personal or other property:

- 1. General rules to follow during use of the unit:
  - A. The unit must be supervised by lessee or any other responsible adult at all times the Unit is being used. Children safety depends upon you. your personal supervision is absolutely paramount.
  - B. All riders must remove their shoes and all sharp or protruding or metal objects before entering the unit.

Page 1 of 3 Rental Agreement / Safety and Liability Terms and conditions

## **Rental Agreement**

## Safety and Liability Terms and Conditions

- C. To avoid neck and back injuries, children or persons using the unit should not be permitted to do flips of any kind.
- D. Lessee must ensure all posted warning on the units are followed by everyone using the unit.

As the lessee of the unit the safety of all riders is your responsibility.

- E. Absolutely no "Silly String", gum, candy, food or other sticky substances are allowed in the unit. (If upon pick-up such cleaning is required, then a \$ 75.00 cleaning fee shall automatically be imposed.-See Rental Agreement.)
- F. Do not move the Unit from the place where it was installed. If the unit moves, pull the corner back to its original location of installation. Absolutely, keep the Unit away from swimming pools.
- G. No pets allowed inside the Unit. Long hair should be tied back before using the unit.
- H. If any injuries occur while using the Unit, the injury must me reported in writing to the lessor, within 24 hours of the occurrence.
- 2. Special instructions: If the Unit begins to deflate: I) The motor may have stopped in which case check the cord connection at the outlet near motor and remember to keep only the 100 foot extension cord on the outlet. (stronger outlets are in the kitchen and laundry rooms). It) If the motor is continuing to run, check the air intake on the sides of the motor for blockage and check both tubes at the back of the unit for snugness, retie if necessary. Iti) If you cannot correct the problem please call us immediately.
- 3. **Delivery**: Only to the address specified on the Rental Agreement by the Lessee, it is lessee's responsibility to ensure the Unit is not be moved from the setup location by anyone other than lessor representative.
- 4. Transportation expense: Except as provided herein, all charges in delivering and subsequent pick-up of the Unit with respect to the Delivery Address are included in the Rental Fee noted above. In the event that the unit is not returned at the appointed time by Lessee, a \$50.00 extra transportation fee shall automatically be Imposed.
- 5. Safe operation acknowledgment: lessee acknowledges that he/she has been instructed and fully understands the safe operation of the unit that is the subject of this rental, contract and the lessee agrees to observe all safety precautions.
- 6. Maintenance: Lessee agrees to keep the Unit in the same condition as when received. If any damage is caused to the unit due to Lessee not following general rules, the lessee agree to pay repair costs incurred by the lessor
- 7. Alternation and attachment: No alternation / attachments will be made to the Unit without prior written approval of Lessor.
- 8. Warranty: Lessor warrants that the Unit leased under this Rental Contract will be in good working order on the effective date of the Rental Contract. The Unit is supplied and maintained subject to this warranty. Lessor's obligation under this Rental Contract is limited to repair or replacement of the Unit. This warranty is in lieu of any and all other warranties expressed or implied, and all obligations and liabilities on the part of the Lessor for damages including, but not limited to consequent damages, arising out of or in connection with the use or performance of the Unit.

Page 2 of 3 Rental Agreement / Safety and Liability Terms and conditions

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# 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.

Befor	e you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.									
	Name of entity/individual. An entry is required, (For a sole proprietor or disregarded entity, enter the entity's name on line 2.)	owner's na	ame	on iin	9 1, and	enter t	he bus	ness/dis	regarded	
	George A Lewis									
	2 Business name/disregarded entity name, if different from above.								,	
	ATM Bounce Houses and More									
Print or type. Specific instructions on page 3.	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.						4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3);			
	Individual/sole proprietor C corporation S corporation Partnership Trust/estate						and the second second			
	LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)				Exen	Exempt payee code (if any)				
	Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead the box for the tex classification of its owner.	) for the ta ock the app	propi	rlate	Com	Exemption from Foreign Account Tex Compliance Act (FATCA) reporting				
Ē	Other (see Instructions)		,,		code	(if any	·			
Pl Specific	3b If on line 3a you checked "Pertnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions					(Applies to accounts maintained outside the United States.)				
See	Address (number, street, and apt. or suite no.). See instructions.	Reques	ter's	name	and ac	idress (	options	l)		
w	4015 Oak Shores Dr	ļ								
	6 City, etate, and ZIP code	1								
	Stockton CA 95209									
	7 List account number(s) here (optional)									
Pai	Taxpayer Identification Number (TIN)						, , ,,,,			
Enter	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to a	void	So	cial s	ecurity	numbe	r			
	ip withholding. For individuals, this is generally your social security number (SSN). However,	for a			¨   _	1 1	_			
	ent allen, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other is, it is your employer identification number (EIN). If you do not have a number, see <i>How to g</i> i	-t -	<u> </u>							
TIN, I		ot a	or							
			En	iploy	er identification number					
	If the account is in more than one name, see the instructions for line 1. See also <i>What Name</i> ser <i>To Give the Requester</i> for guidelines on whose number to enter.	e and	8	8	- 1	3	3 1	2 3	7	
			Ľ	Ľ				ٽ ٽ	<u> </u>	
Par	t II Certification									
	r penalties of perjury, I certify that:									
	e number shown on this form is my correct taxpayer identification number (or I am waiting for									
Set	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 ar	n 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 reporti	ng is cor	rect							
Certif	ication instructions. You must cross out item 2 above if you have been notified by the IRS that	you are d	curre	ently	ubject	to bac	kup w	lthholdir	ıg	
acqui	ise you have falled to report all interest and dividends on your tax return. For real estate transact sition or abandonment of secured property, cancellation of debt, contributions to an individual re than interest and dividencs, you are not required to sign the certification, but you must provide y	tirement	arra	ngen	rent (İR	A), and	d, gene	rally, pa	yments	
Sign Here	Signature of	Date			/12/2				······	

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise

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.

#### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to Indicate that it has direct or Indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with Information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

#### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# Request to Void and/or Reissue Checks

Note: Please fill out one form per check and submit to Accounts Payable for processing.

Check Number 20033539	Check ☐EFT ☐ACI Rei	ssue?
Check Date: 07/11/24		Check Run Code: 071124JR
Name on check: Alpha Guard	j	Vendor Number: 999992
	endor Invoice Number: 07012024/Mpadilla	Document Number: 205825
Stop Payment?	If Yes, Date of Stop Payment?(Attach Confirmation from Bank)	*******
Reason for Void: Oth	her	
New information requested as please describe below.	noted above, correct address, correct amount,	new vendor number or other,
The check is being returned	d to be voided as the vendor was a no-sho	ow for the event they were
hired for.		
Maganitudgitudgitudgitudgitudgitudgitudgitudg		
Requested by: Magda Colon-McC	Department: City N	Manager's Office Date: 07/22/24
Print Name	Signature	
Approved by: Nicole Mamorno	Date: 07/22/24	
Print Name	vifitume	
*************	**Accounts Payable Use only below to	his line. *************
Supervising Accountant:	Da	te:
Print Name	Signature	***************************************
Attach this form along with the stop	payment confirmation (if required) to the original chec	ks back up documentation.
New Check number if Re-issued.  Journal Entry (or HE the orb)		Void Invoice
Claused Off Outstanding Obs. in Marin thatte		

CITY OF STOCKTON 425 N. EL DORADO STREET STOCKTON, CA 95202-1997 WWW.STOCKTONCA.GOV

PAGE: 1 OF 1

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
999992	Alpha Guard	20033539	07/11/2024	\$280.00
INVOICE DATE INVOICE NUMBER	DESCRIPTION			INVOICE AMOUNT
07/01/2024 07012024/Mpadilla	PULL - RFC03 - Alpha C	GuardCity Council: Michele P		\$280,00

# 425 N. EL DORADO STREET STOCKTON, CA 95202-1997 STOCKTON (209) 937-8321

BANK OF THE WEST Vendor Number 13300 CROSSROADS PKWY NORTH CITY OF INDUSTRY, CA 91746 **999992** 

999992

Check Number 20033539

Check Date 07/11/2024

VOID SIX MONTHS FROM DATE OF ISSUE

\*\*\* Two Hundred And Eighty Dollars And Zero Cents \*\*\*

\$280.00

Pay To The Order Of

CHIEF FINANCIAL OFFICER

City of Stockton
City Council
Request for Expenditure
City Council Discretionary Funds:

Account #:

1020-000-630006-100-000-10-10-000-000-

City Council:	Padilla / District 1
Event:	Community Event – 2 <sup>nd</sup> Annual Community BBQ at Michael Faklis Park
Date:	July 1, 2024 Event date: Saturday, July 20, 2024
Purpose:	The objective is to bring together the diverse residents of District 1 In a relaxed and enjoyable setting. This is to create a sense of belonging and strengthen the bonds within our community. Constituents will be able to engage with one another, exchange ideas, and build relationships. (Build Community Cohesion / Promote Social Interaction / Encouraging Healthy Lifestyle / Support local businesses.
Check Payable:	Alpha Guard ————————————————————————————————————
Amount:	\$280.00
Councilmember Signa	ature: M. Padul
Review:	
City Attorney's Office	· ym
City Manager's Office	

2024-06-18-1603

Resolution #

JIIL 0 2 2024

RECEIVED

CITY MANAGER'S OFFICE CITY OF STOCKTON



Approval:

Michael Faklis Park 5250 Cosumnes Dr. Stockton, CA 95219



2 — Guards 5:30PM — 9:30PM

## AGREEMENT FOR SECURITY GUARD SERVICES

THIS CONTRACT, is made by, and between Rosirene Tirado, doing business as ALPHA GUARD ("Contractor"), and Authorized

Representatives: City of Stockton District 1

Contact Information: Michele Padilla 209-565-2421

Email: Michele.Padilla@stocktonca.gov

#### RECITALS

WHEREAS, Client desires to purchase security guard services for Client's use of buildings, grounds, premises, personal property, and personnel, and for guests and other users of Client's facilities and service, and

WHEREAS Contractor is willing to provide those services,

NOW THEREFORE, subject to the terms and conditions hereinafter set forth, and in consideration of the mutual covenants contained herein, the Parties agree as follows:

- 1. TERM. The term of this Contract shall begin 07/20/2024 and terminate on 07/20/2024 with an option to renew thereafter, unless terminated as provided herein. If Client decides to exercise the option to renew, it shall be in written form to Contractor, thirty (30) days prior to the expiration of the Contract.
- 2. SCOPE OF SERVICES. Contractor will perform and complete in a timely and satisfactory manner the duties of security guard at the stated facility. Services will be on 07/20/2024 and 07/20/2024 from 5:30 PM to 9:30 PM on this day 1 day with 2 GUARDS.

# 1. CONTRACTOR'S GENERAL DUTIES. Contractor agrees as follows

- a. Security guards assigned to perform work under this agreement will wear uniforms at all times.
- b. Contractor at its own expenses shall provide its security guards with necessary uniforms and equipment required for the effective discharge of security services, unless otherwise set forth herein.

C.

- d. Security guards assigned to perform work under this agreement shall perform their duties independently, receiving general operational direction, but not supervision by Client.
- e. Security guards will interact with staff and the public in a professional manner.
  - 2. <u>LOCATIONS</u>. Contractor shall provide security services for the buildings and accompanying grounds owned and/or occupied by Client as set forth below:

## Michael Faklis Park

# 5250 Cosumnes Dr. Stockton, CA 95219-7201

COMPENSATION AND HOURLY RATES. The security services shall be provided at the rate of \$35.00 per hour (Thirty - Five) dollars) per security guard. This site will be 8 hours. The client requests 2 Guards for this event. The total cost will be \$280.00.

- 4. INVOICES. Payment will be made once each week upon submission of detailed invoices for services authorized and provided for the preceding week. Client will each preceding week determine and forward the payment to the Contractor.
- 5. <u>INDEPENDENT CONTRACTOR STATUS</u>. Nothing contained in the entire Agreement between Client and Contractor shall be construed as the establishment or creation of a relationship of employer and employee between Client and Contractor, it being agreed that the position of Contractor and anyone else performing any services under this Agreement is that of an independent contractor.
- 6. CONTRACTOR'S LIABILITY INSURANCE. For the duration of this Agreement, Contractor shall purchase and maintain in a company or companies authorized to do business in the State of California, insurance with limits equal to or greater than those set forth below:
- 7. <u>CLIENT'S LIABILITY INSURANCE</u>. Client shall be responsible for purchasing and maintaining, in a company or companies authorized to do business in the State of California, Client's liability insurance to protect Client against claims which may arise from operations under this Agreement.
- 8. <u>PERMITS AND LICENSES</u>. The Contractor shall be licensed as a qualified security services company in accordance with the requirements of the laws of the State of California and must maintain such licensing throughout the term of this Agreement. The Contractor shall comply with all applicable federal, state and local laws in obtaining any necessary permits and licenses.
  - 9. <u>TERMINATION</u>. Either party may upon, providing thirty (30) days written notice, terminate the Agreement at any time, with or without cause. Upon thirty (30) days notice of termination by either party, Client shall be liable only for payment in accordance with the provisions of this Agreement for the services performed prior to the effective date of termination.
    - A. If Contractor neglects or fails to perform any provision of this Agreement and fails to cure such neglect or failure within five (5) days after written notice

thereof, Client, without prejudice to any other remedy, may immediately terminate this Agreement. Client shall be liable only for payment in accordance with the provisions of this Agreement for the services performed prior to the effective date of termination.

- B. If Client neglects or fails to perform any provision of this Agreement and fails to cure such neglect or failure within five (5) days after written notice thereof, Contractor, without prejudice to any other remedy, may immediately terminate this Agreement and submit a final invoice for payment to Client.
- 10. <u>NOTICES</u>. Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

#### To Client:

Representatives: City of Stockton District 1
Contact Information: Michele Padilla 209-565-2421
Email: Michele.Padilla@stocktonca.gov

To Contractor: Rosirene Tirado DBA Alpha Guard 1717 S. Union Street Stockton, CA 95206 (209) 298-5416

- 11. <u>HIRING OF GUARD BY CLIENT</u>. Client agrees that for a period of 12 months after the termination of this Agreement, Client will not hire as a security guard any persons employed by Contractor in the performance of this Agreement.
- 12. <u>MODIFICATION OF AGREEMENT</u>. This Agreement may be modified only by written agreement signed by the parties hereto.
- 13. <u>SEVERABILITY</u>. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
- 14. <u>WAIVER</u>. If one party waives any term or provision of this Agreement at any time, the waiver will only be effective for the specific instance and specific purpose for which the waiver

was given. If either party fails to exercise or delays exercising any of its rights or remedies under this Agreement, that party retains the right to enforce that term or provision at a later time.

- 15. GOVERNING LAW AND VENUE. The Parties agree that the law governing this Agreement shall be that of the State of California and venue shall be in San Joaquin County.
- 16. **FORCE MAJEURE**. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events").
- 17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties concerning their rights and obligations with respect to the performance of services under this Agreement. Any agreements or representations respecting the services to be performed not expressly set forth in this Agreement shall have no effect, except for a subsequent written modification signed by both parties.
- 18. <u>EFFECT ON HEIRS AND ASSIGNS</u>. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of each of the Parties.

Executed on May 20, 2024 at Stockton, California.

"Client"

Representatives: City of Stockton District 1

Contact Information: Michele Padilla 209-565-2421

Email: Michele.Padilla@stocktonca.gov

Signature:	Transfer was a suid state
	Insert name and title.

"Contractor"

Rosirene Tirado DBA ALPHA GUARD

Yelika/Sosa

#### Florence Low

From:

Michele Padilla

Sent:

Wednesday, June 12, 2024 9:26 PM

To:

Florence Low; Lori Asuncion; Mayor Kevin Lincoln; Harry Black

Subject:

Re: Community Event

#### Hello Florence

Yes my community event is for my district in my district and I would like to use my discretionary funds to pay for this event.

Thank you

CM Padilla

#### Get Outlook for iOS

From: Florence Low <Florence.Low@stocktonca.gov>

Sent: Wednesday, June 12, 2024 1:50:47 PM

To: Michele Padilla <Michele.Padilla@stocktonca.gov>; Lori Asuncion <Lori.Asuncion@stocktonca.gov>; Mayor Kevin Lincoln <Mayor@stocktonca.gov>; Harry Black <Harry.Black@stocktonca.gov>

Subject: RE: Community Event

Hello Councilmember Padilla,

Please confirm the event is a Council District event using your discretionary funds to pay for the park rental and the vendors. Correct?

Thanks,

Florence

From: Michele Padilla < Michele. Padilla@stocktonca.gov>

Sent: Monday, May 6, 2024 9:18 AM

To: Florence Low <Florence.Low@stocktonca.gov>; Lori Asuncion <Lori.Asuncion@stocktonca.gov>; Mayor Kevin Lincoln <Mayor@stocktonca.gov>; Harry Black <Harry.Black@stocktonca.gov>

Subject: Community Event

#### Good Morning Colleagues;

In keeping with my tradition, I will be hosting my 2nd annual community event for D1. The event will be held on Saturday, July 21st at Michael Faklis Park. This event is a bridge for trust and collaboration as we come together and build relationships, make our communities stronger and work towards a common goal.

I will maintain the same protocol for the recurring event, as well as the location and vendors.

As mentioned in a previous email, I would hope to obtain the support from the City of Stockton departments to join together so we can really reap the benefits of coming together as a community.

Regards,

Council Member Padilla City of Stockton District 1 425 N. El Dorado Stockton, CA. 95202 (O) 209-937-8279 (D) 209-565-2421