

**FIRST AMENDMENT TO OPERATIONS AGREEMENT  
GARY AND JANICE PODESTO TEEN IMPACT CENTER**

This Amendment is made and entered into on July 17, 2014 ("Effective Date") by and between Family Resource and Referral Center of San Joaquin, a non-profit public benefit corporation ("FRRC") and the City of Stockton, a municipal corporation ("City").

WHEREAS, City has selected FRRC to assist in the operation of Gary and Janice Podesto Teen Impact Center and providing activities associated with conducting appropriate youth and family services.

WHEREAS, City and FRRC has entered into an Operations Agreement on July 1, 2011 effective July 1, 2011 for FRRC to operate the Teen Impact Center located at 725 N. El Dorado Street, Stockton, CA.

NOW, THEREFORE, in consideration of the mutual promises expressed herein, the parties agree the following amendments:

1. Article 8, Compensation and Schedule of Receivables is hereby amended to read as follows:

City shall pay FRRC for management and operation of the teen center as follows:

Year 1:	125,000
Year 2:	106,250 (15% reduction from Year 1)
Year 3:	85,000 (32% reduction from Year 1)
Year 4:	85,000 (32% reduction from Year 1)
Year 5:	85,000 (32% reduction from Year 1)

Should the option for five (5) additional one (1) year terms be exercised, the sum of compensation shall be negotiated at that time.

2. Article 12.2 Youth Advisory Commission is hereby added to read as follows:

In Fiscal Year 2014-2015, FRRC will work with Community Services staff to explore opportunities and stakeholders for the possible re-establishment of a City of Stockton's Youth Advisory Commission or a like youth serving structure.

3. Article 16.1: Indemnity and Insurance Exhibit A, Article 2 (a) of the original agreement has been amended to include the following FRRC Indemnity language.

Contractor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to

any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

4. Article 16.3 FRRC Indemnity shall be amended to read as follows:

Hold Harmless:

Contractor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

5. All other terms and conditions of the Agreement not expressly amended by this First Amendment shall remain unchanged and in full force and effect.

IN WITNESS THEREOF, the parties have caused this First Amendment to Operations Agreement to be executed on the first date written above.

ATTEST:



*FOR*  
  
BONNIE PAIGE  
CITY CLERK

CITY OF STOCKTON

  
KURT WILSON  
CITY MANAGER

APPROVED AS TO FORM:

FAMILY RESOURCE AND REFERRAL CENTER

JOHN LUEBBERKE  
CITY ATTORNEY

BY: 

  
KAY RUHSTALLER  
EXECUTIVE DIRECTOR