

**2018 DOROTHY L. JONES COMMUNITY
AND HEALTH CENTER AGREEMENT**

This Agreement is made and entered into in the City of Stockton, County of San Joaquin, State of California on, _____, by and between the City of Stockton, a municipal corporation of the State of California ("City"), and Community Partnership for Families of San Joaquin ("Operator"), a California non-profit 501 (c) (3) Public Benefit Corporation, duly organized and recognized by the State of California; for the operation, management, and daily maintenance of Dorothy L. Jones Community and Health Center, located at 2044 Fair Street in Stockton, CA ("Facility"). City and Operator may be collectively referred to as "Parties" or in the singular as "Party" as the context requires.

Whereas City is the owner of the Dorothy L. Jones Community and Health Center ("Facility"). The Facility consists of a 12,000 square foot multi-use medical and social services center. The Facility includes kitchenette/breakroom facilities, men's and women's restrooms, lobby with reception counter, medical reception area with separate locked medical suite, offices, cubicles, classrooms/community rooms, site lighting, landscaped areas, storage areas, a janitorial room, a security system, and non-exclusive use of a paved and striped parking lot. See Exhibit 5 for map of location.

Whereas City desires to provide a facility for comprehensive social and medical services with measurable programming goals and objectives, and opportunities to engage the community on a regular basis,

Whereas, City solicited an operator with vision and tangible community leadership skills to help the City address health care, opportunity, and income disparities. Accordingly, the City has determined that the mission of the Facility is to improve the quality of life of youth and adults by providing a local Facility for social and medical services that supports and strengthens the community.

Whereas, on December 7, 2017, City released a Request for Proposals ("RFP") for the PUR 16-027 Dorothy L. Jones Community Center Facility Management and after a competitive process, Operator was considered the most advantageous Proponent. This Agreement is a result of that RFP process.

Whereas, Operator is a non-profit agency which has agreed to manage the Facility, provide services to the community, fundraise, implement a marketing strategy, and engage the community to most effectively meet neighborhood needs.

Whereas, City desires to engage Operator, and Operator desires to accept such engagement to promote, operate, and manage the Facility on behalf of the City, on the terms and conditions set forth herein. City will work cooperatively with Operator in order to ensure the use and enjoyment of the Facility as contemplated pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained the parties hereby agree as follows:

1. DEFINITIONS

In addition to capitalized terms defined elsewhere in this Agreement, the following terms have the meanings referred to in this Section 1:

“Annual Program Plan” or **“Program Plan”** means the program plan for the City’s review and approval.

“Agreement” means this operations, daily maintenance, and management agreement.

“Authorized Representative” means the person named by either party to be its authorized representative under this Agreement who shall be the liaison for such part with the other party on all matters related to this Agreement.

“Calendar” means the monthly calendar that contains 100% of all activities and events held at the Facility. This document shall be published monthly and amended at the end of the month to incorporate final changes to the events calendar. On an annual basis, the City shall receive a final summary and detailed listing of all events at the Facility.

“Capital Improvements” or **“Improvements”** means any and all furniture, fixtures, machinery, equipment, either additional or replacement, having a per item original cost of \$5,000 or more and all building additions, alterations, renovations, repairs or improvements with a useful life of more than one year.

“City” means the City of Stockton a municipal corporation, and its authorized representatives, officers, officials, directors, employees and agents.

“City Events” means all revenue or non-revenue producing civic meeting and other activities sponsored by the City according to the terms of the agreement.

“Co-located Partner” means any provided under agreement with Operator to provide services in the Facility.

“Director of Community Services” means the Director of Community Services of the City of Stockton, CA, or the Director’s designee.

“Event(s)” means all activities conducted at the Facility.

“Facility” means the Dorothy L. Jones Community and Health Center located at 2044 Fair Street in Stockton.

“Family Resource Center” means Operator’s definition of the facility as the model of service that is a welcoming place offering a range of services, activities, and opportunities that respond comprehensively to the needs and hopes of local residents and families. Partner agencies work closely together at Operator’s facility to align and integrate their

efforts to ensure families are able to get what they need to achieve their goals to raise healthy, thriving children and become catalysts for positive change in their neighborhoods.

“Laws” means all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions.

“Operator” means Community Partnership for Families of San Joaquin.

“Operating Expenses” means any and all expenses and expenditures of whatever kind or nature incurred by Operator directly or indirectly in promotion, operating, maintaining, and managing the facilities without limitation.

“Operating Revenue” means any and all revenues of every kind or nature derived by Operator directly or indirectly, from operating, management, promoting services. Operating Revenue may include: fees, sales, rental costs, grants, donations, and fundraising activities.

“Prevailing Wage” means mean any requirements by the State of California and the Department of Industrial Relations (DIR) by Operator to pay Prevailing Wage rates to all public works contracts as set forth in Labor Codes Section 1720, 1720.2, 1720.3, 1720.4 and 1771.

“Security Plan” means the security plan to be written and updated by Operator as a component of the Annual Plan due; submitted to City for review and acceptance.

2. TERM AND TERMINATION

2.1 Term of Agreement.

The parties hereto enter into this Agreement for a term of five (5) years beginning on date attested above and ending on June 30, 2023, with one additional 5-year mutual option as identified in Article 2.2.

2.2 Mutual Options.

If the first five-year term is agreed upon by Parties in writing by January 1, 2023, the first extension shall be effective from July 1, 2023 through June 30, 2028.

2.3 Termination of Agreement.

Notwithstanding the term of Agreement and extension options above, this Agreement may be terminated without cause in the sole discretion of either party by giving at least two months (60 days) prior written notice to the other party of election to terminate this Agreement. The Director of Community Services is hereby authorized to give written termination on behalf of the City.

2.4 Month-to-Month Operations.

If at the expiration of this term, including all available mutual option extensions, Operator continues to manage the Facility and follow the terms of this Agreement with the consent of City, the Agreement shall continue month-to-month, subject to all terms and conditions of the Agreement. During the period of month-to-month operation of the facility, the Agreement shall be terminable by either party upon thirty (30) days' written notice.

2.5 Vacation of Premises.

Operator agrees to fully vacate the Facility at the termination of this Agreement. Should Operator fail to vacate as herein provided, Operator agrees that City or its authorized agents may enter upon the premises and remove all personal property and equipment therefrom and that the cost of removal and any temporary storage or disposal shall be billed to the Operator and shall be the responsibility of Operator. The City shall, within its sole discretion, determine whether any such property or equipment shall be stored or disposed of. Nothing herein shall be considered a waiver of the City's rights under the law to demand and obtain possession of the Facility in the event of a violation of Operator's part of any of the terms or conditions hereof.

2.6 Miscellaneous.

At the termination of the Agreement, the City shall have and assume no liability for costs, expenses, damages or lost profits resulting from contracts entered into by Operator with third parties in reliance upon this Agreement.

3. COMPENSATION**3.1 Compensation.**

There will be no compensation to the City by Operator for Operator's use of the Facility. The Operator will keep any revenue raised by Operator from the activities at the Facility.

4. MANAGEMENT, OPERATION, AND STAFFING OF FACILITY**4.1 Management Responsibilities.**

Operator owes to City the duty to perform its obligations under this Agreement and to conduct the management, operation, and daily janitorial and maintenance of the Facilities at all times with integrity and good faith consistent with Exhibit 1 and Exhibit 2 and the well-being of the greater Stockton community in a manner consistent with industry practices and all applicable laws, permits, and requirements. Operator shall follow policies and guidelines established by the City that are applicable to the operation and maintenance of the Facilities. Operator shall not enter into any material contracts which extend beyond the term of this Agreement and any extensions thereto.

4.2 Non-Discrimination.

In performing services under this Agreement, Operator shall not discriminate in the employment of Operator employees or the engagement of any subcontractors on the basis of race, color, religion, sex, marital status, national origin, ancestry, age or any other criteria prohibited by law.

4.3 New Hire, Recruitment, and Staffing Guidelines.

Operator shall hire, supervise, and manage all personnel necessary for the management, operation, and maintenance of Facility and shall comply with City's administrative directive with respect to fingerprinting Operator employees and volunteers. If Operator has staff who directly supervise youth, Operator shall follow the guidelines for HR40 for fingerprinting of employees who directly supervise youth. Any individual who has been convicted of certain criminal offenses as set forth below is not eligible to work or volunteer under this Agreement.

Operator shall comply with the relevant portions of Exhibit 6. concerning HR 40 City Manager's Administrative Directive regarding who must be fingerprinted and what offenses or disqualifiers will prohibit an individual from working at Facility. Operator employees and volunteers, if applicable, are required to submit fingerprints in a manner authorized by the State of California Department of Justice. Operator and all applicable employees/volunteers shall submit fingerprints prior to the start of work pursuant to this Agreement. Operator is responsible for all costs of fingerprinting and background check. Any individual who has been convicted of certain specified criminal offenses is not eligible to work at Facility. The disqualifying criminal convictions are as follows: Any of those offenses identified in City of Stockton Administrative Directive HR-40, a copy of which is attached hereto as Exhibit 6 and incorporated herein by reference, California Public Resources Code, Section 5164, except for those provisions contained in California Penal Code Sections 211, 215, 236, 240, provided, however, that any individual who has been convicted of violating Penal Code Section 211, 215, 236, or 240 may, in the sole discretion of the City, nevertheless be ineligible to work or volunteer at the Facility.

In addition, if any Operator employees assigned to work at the Facility are subsequently found to have a disqualifying conviction, Operator expressly agrees to remove those employees immediately from the Facility and take all necessary actions to ensure that they are not permitted to perform any further work under this Agreement. Additionally, should any officers of Operator be subsequently found to have any of the disqualifying convictions set forth above, the contract may be immediately terminated by City at the City's sole discretion. Operator shall certify in writing to City before the first day of operation that neither the Operator Officers nor any of Operator's employees have been convicted of any of the specified disqualifying criminal offenses set forth above.

Operator shall certify that all staff are in compliance with HR40 by signing Exhibit 7 upon contract attest and following up with annual certification by October 31 of each year for the duration of this Agreement and any extension thereto.

4.4 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the parties, or by any third person, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture of any nature between City and Operator or its agents, employees, or contractors. Operator shall not be considered a tenant and shall gain no right to occupy facilities as a tenant or any other property right or interest in the Facility by virtue of this Agreement. In performing the obligations set forth in this Agreement, Operator shall have the status of an independent contractor and neither Operator nor its officers, employees or agents shall be considered to be employees of City nor be entitled to any of the rights, benefits, or privileges of City employees, including but not limited to medical, unemployment, or worker's compensation for any purpose. Operator by virtue of this Agreement, has no authority or responsibility to exercise any rights or powers vested in City other than as expressly set forth herein. All persons working for or under the direction of Operator, its agents and employees and are not agents or employees of City. Except as City may specify in writing, Operator shall have no authority to act as an agent of City or bind City to any obligation. Nothing in this Agreement, either express or implied, is intended to confer upon any person or entity, other than City and Operator and their

respective officers, directors, employees, and agents providing services under this Agreement any rights, remedies, obligations or liabilities or by reason of this Agreement.

4.5 Control.

Neither City nor its officers, agents, or employees and/or volunteers shall have sufficient control over the conduct of Operator or any of Operator's employees, except as herein set forth herein and Operator shall determine the method, details, and means of performing the work and services to be provided by them pursuant to this Agreement. Operator expressly agrees not to represent that Operator or any of Operator's agents, servants, or employees, to be deemed the agents, servants, or employees of City

4.6 Operations and Permits.

Operator shall at its sole expense, obtain and maintain in full force and effect throughout the Term of Agreement and any extension thereto, any and all applicable permits and business licenses which may be required by any law, including administrative regulations and local ordinances, including without limitation, a City business license.

4.7 Non-Profit Status.

Operator is a not-for-profit organization whose primary function under this Agreement is to provide social services and management of Facility in accordance with the policies and directives of City. Operator must maintain non-profit status for the term of Agreement.

5. PROMOTION OF FACILITY AND FACILITY ACTIVITIES

5.1 Cooperative Promotion.

City and Operator will actively cooperate to promote the Facility and related educational and recreational programs, events, and activities. City will provide marketing assistance and information through City resources. City will communicate marketing deadlines and opportunities through City publications and social media.

5.2 Use of Logos.

City may use Operator logo when advancing the purposes of this Agreement with the prior written approval of each use by Operator. Operator may use City logos on flyers and marketing items in addition to Operator logo with the prior written approval of each use by the City Public Information Officer.

6. FACILITY REGULAR PROGRAMMING AND MONTHLY CALENDAR

6.1 Weekly Programming and Set Hours of Operation.

Operator shall set and maintain a weekly programming schedule when facility is open. Weekly hours shall be set in Program Plan and reported in Annual Report.

6.2 Reporting of Activities in a Calendar.

Operator will submit a complete and accurate report of all activities booked at the Facility in a manner agreeable to both parties.

6.3 Annual Program Plan: Reporting of Annual Goals and Objectives.

Operator will turn in annually, a report of goals, activities, and key performance measures annually, in a manner mutually agreeable to both parties. The purposes of this Annual Program Plan are to ensure Facility is used to its full potential and serve the needs of the community. The Annual Program Plan shall be received by October 31 of each year. At a minimum, the Plan shall include:

- A report on all management policies in place;
- Narrative description of proposed use (day to day operations and schedule, listed hours of operation, a complete listing of activities, including classes, special events, community outreach programs, clinics, community workshops, trainings, and other opportunities);
- Mutually agreed format for statistics (identified goals, measurable objectives, program descriptions with categorized activity listings, monthly utilization data, demographic data, and program implementation data);
- Security plan;
- Annual Financial Report with a full summary of operating expenditures and operating revenues including a review of utilities and discussion of reimbursement of half of utilities by City (not to exceed \$12,000).
- Finalized Annual calendar of the prior year events and activities; and
- Capital Improvement Plan (recommendations for Capital Improvements)

6.4 Quarterly Meetings.

Operator and City agree to meet quarterly to discuss issues of Facility operations, maintenance, and repair. Depending on any issues identified in the meetings, additional meetings may be scheduled as necessary during the term of this Agreement.

7. AGREEMENT AUTHORITY AND RESPONSIBILITIES

The following expenses are the responsibility of the identified parties below:

7.1 City Responsibilities.

City shall have the sole responsibility for providing and paying for the following services:

1. Reimburse CPFSJ for 50% of Gas/Electric (not to exceed \$12,000) to be reviewed annually according to Section 6.3.
2. Garbage service
3. Exterior pest control
4. Exterior maintenance
5. Landscaping excluding landscaping within the concrete footprint and directly around building
6. Maintenance and repairs

7.2 Operator's Responsibilities.

Operator shall have the sole responsibility for providing and paying for the following services and equipment:

1. Telephone/communication and telecommunication equipment up to the panel.
2. Internet service, including any additional internal and external wiring if needed
3. Computers and related IT services
4. Daily janitorial service and daily maintenance duties

5. All co-located Partner equipment covered under Vendor/Partner MOU
6. Operational supplies, cleaning supplies
7. All equipment for business at Facility
8. Security monitoring and fire monitoring systems (operating, maintenance, repair, and replacement)
9. Electric and gas
10. Water and sewer service
11. Landscaping within the concrete footprint and directly around the building
12. Interior pest control

7.3 Utilities.

City shall furnish Operator with electrical connections, adequate hot and cold water, adequate sewage facilities and appropriate drainage to permit activities in the normal and customary manner. Utilities shall be in the name of the Operator, and for the period of time the City is responsible to pay 50% of utilities, City shall reimburse the Operator quarterly through a Purchase Order, upon receipt of bills. Cable, internet, satellite, telephone, internal pest control, water, sewer and similar utilities shall be the responsibility of Operator.

7.4 Possessory Interest.

Operator recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that if such an interest is created, Operator shall be solely liable and responsible for the payment of any such property taxes levied regarding operations of this Facility.

8. FACILITY MAINTENANCE, MANAGEMENT, AND REAL PROPERTY

8.1 Acceptance of Condition of Facility.

Operator accepts the Facility and all equipment provided by the City hereunder in their present 'as is' condition.

8.2 Prevailing Wage.

In the performance of the work to be completed at Facility, without limitation of any other provision of this Agreement, Operator shall pay or cause to be paid prevailing wages for all work done under this Agreement if prevailing wage is determined to be required. Operator shall receive City's written consent 90 days in advance of any work as identified in Section 8.6 and shall be responsible for all prevailing wage obligations including registration of project and collection/auditing of certified payroll.

8.3 Commitment to Neighborhood Collaboration with Merlo Institute and Merlo Gym Operator.

In performance of work to be provided in this Facility, Operator must take actions to create a vision and build an inclusive partnership with neighborhood groups, non-profit agencies serving South Stockton, Merlo Institute, Merlo Gym Operator, faith-based groups, health care providers, city and county partners, law enforcement, business community, and other South Stockton stakeholders.

8.4 Notice of Cancellation of Facility Hours.

If Operator must shut down Facility during regularly scheduled hours, Operator must send a press release to Community Services Department at least 72 hours in advance unless the closure is due to an emergency.

8.5 Janitorial Services, Maintenance, and Security of Facility.

Operator shall be responsible for the safety and sanitary conditions of their use of the Facility and shall remedy without delay any defective, dangerous, or unsanitary conditions therein. In addition, Operator shall be responsible for the housekeeping of the Facility and all adjacent areas, keeping them in a safe, clean, wholesome, and sanitary condition. Operator shall ensure, that, at all times, during the term of this Agreement that Facility shall be kept free of trash, garbage, and obstructions of any kind. And ensure that all trash resulting from cleaning shall be placed in appropriate containers. Facility shall be kept in compliance with any and all applicable present and future laws relating to sanitation, public health, safety, or welfare or any general rules and regulations of any governmental authority in force now, or at any time, during the term of this Agreement.

8.6 City Ownership.

City shall retain ownership of Facility and adjoining real property.

8.7 Operator Improvements.

Operator may make recommendations to the Director of Community Services with respect to proposed additions or repairs to structures, or capital improvements to the Facility to increase Facility usage and service to the community. No Operator proposed improvements, temporary alterations, expansions, or changes may be made to the Facility without prior written approval by the City and must follow any regulatory requirements, prevailing wage requirements, and must obtain any necessary approvals and permits. Any such improvement shall be at Operator's sole cost and expense and improvements shall be the property of Operator during the term of the Agreement. Title to such improvements shall vest in City upon expiration or termination of this Agreement.

8.8 Emergency Contacts.

Operator will provide City with emergency phone numbers of key staff and Board Members. Operator shall ensure that City representatives have the ability to communicate with said persons twenty-four hours a day when emergency maintenance or conditions occur. Operator will be responsible to answer fire and security alarm calls, respond to break-ins, and promptly meet with Police or security staff all hours of day or night.

8.9 Non-Urgent and Emergency Maintenance.

It shall be the responsibility of Operator to notify the Director of Community Services immediately of any urgent or emergency maintenance required, as provided by the City, to avoid harm to the interior and or exterior of the building, its contents, or other persons. If Operator fails to immediately notify City of urgent or emergency maintenance do so, Operator shall reimburse City for any costs related to Operator's failure to comply with this requirement. Including but not limited to, additional repair costs incurred because of delayed notification.

For non-urgent Facility maintenance issues, Operator will utilize the City Work Order process for orderly management of Facility issues. For urgent maintenance issues after hours, Operator may utilize the “Firecom” 24-hour line at (209) 937-8341.

8.10 Signage.

Operator agrees to submit all proposed signage to the City for review and approval. City maintains the sole right to deny logos, pictures, or other signage that fails to comply with existing City policies.

8.11 Security.

Operator shall be responsible for determining the security needs of the Facility, arrange for security for all events at the Facility and for general Facility security when events are not in progress. Each year, Operator and City representatives shall meet and update a written Security Plan which will outline day to day security of the Facility. The Security Plan shall include both emergency and non-emergency procedures and protocols to be followed by Operator and or any contractor or Facility user.

8.12 Right of Entry, Keys, and Security Codes.

Installation of locks and keys will be the responsibility of the City. Operator shall furnish a list of key holders and persons eligible for a security code to City Authorized Representative. Any changes to list must be communicated to City Representative within 24 working hours. Operator shall follow the City key policy. City shall maintain right to enter to inspect or repair the Facility. Upon termination of Agreement, Operator shall surrender all sets of keys to the Facility and any Facility Improvements, to City. Failure of key protocol may require the building be rekeyed, and Operator charged.

9. FACILITY SPECIAL EVENTS, CITY EVENTS, AND PRIVATE RENTALS

9.1 City Events.

City shall have the ability to schedule seven (7) City activities at no cost to the City. City and Operator shall coordinate schedules, as appropriate. On the occasion that the City uses the Facility for special events, City shall be responsible for performing the housekeeping of the area in a timely manner.

9.2 Prohibited Activities.

As the Facility is close to a school, the Facility is in an enhanced school zone. Accordingly, there is a zero-tolerance policy for drugs, alcohol, weapons or tobacco. The following categories of products or activities are prohibited for use at the Facility:

- Tobacco products without exclusion
- Alcohol products without exclusion
- Weapons
- Political parties and signage
- Pornographic media or related activities
- Possession or sale of drugs, pharmaceutical drugs, marijuana (including medical marijuana)

10. INSURANCE AND INDEMNIFICATION

10.1 Insurance Requirements.

Operator shall not commence any services before obtaining and shall maintain in force at all times during the duration and performance of this Agreement, the policies of insurance specified in Exhibit 3, attached hereto and incorporated by this reference.

10.2 Proof of Insurance.

Operator shall provide proof of insurance in the required form to the City's Risk Manager prior to contract is attested as evidence that it has complied with the insurance requirements as set forth in Exhibit 3. Operator shall guarantee Co-located partners have complied with the insurance requirements as set forth in Exhibit 3 and 4.

10.3 Indemnity and Hold Harmless. With the exception that this section shall in no event be construed to require indemnification by Operator to a greater extent than permitted under the public policy of the State of California, Operator shall, indemnify, protect, defend with counsel approved by City and at Operator' sole cost and expense, and hold harmless City, its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, state, or municipal law, or ordinance, or City Policy, by Operator or Operator' officers, agents, employees, volunteers, or subcontractors. Operator shall not be obligated to indemnify or defend City for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the City. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of Operator to City, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by Operator under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With the exception that this section shall in no event be construed to require indemnification, including the duty to defend, by Operator to a greater extent than permitted under the public policy of the State of California, the parties agree that Operator' duty to defend City is immediate and arises upon the filing of any claim against the City for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by Operator or Operator' officers, agents, employees, volunteers, or subcontractors. Operator' duties and obligations to defend the City shall apply regardless of whether or not the issue of the City's liability, breach of this Agreement, or other obligation or fault has been determined. Operator shall be immediately obligated to pay for City's defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant, and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the City, City will then

reimburse Operator for amounts paid in excess of Operator' proportionate share of responsibility for the damages within thirty (30) days after Operator provides City with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures Operator is not obligated to defend or indemnify City in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by Operator to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, Operator shall indemnify, defend, and hold harmless City, its Mayor, Council, officials, representatives, agents employees, and volunteers from and against all claims, losses, expenses, and costs including but not limited to attorneys' fees, arising out of any claim brought against the City by an employee, office, agent, or volunteer of Operator, regardless of whether such claim may be covered by any applicable workers' compensation insurance. Operator' indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Operator under workers' compensation acts, disability acts, or other employee benefit acts.

10.4 Tender of Claims.

Pursuant to the obligation created by Indemnity Clause above, Operator shall accept tender of any third-claim party submitted to it by City as a result of Operator obligation herein within 30 days of such tender.

11. GENERAL PROVISIONS

11.1 Laws, Rules, Regulations, Licenses, Permits, and Special Uses.

Operator shall obtain own expense any and all permits and licenses which may be required by law or ordinance to operate the Facility as contemplated under this Agreement. If any event is scheduled which expands beyond the use permit of the Facility and requires a special event permit, Operator will comply with all applicable state and local laws, including the City's Special Events Permit Process and notify the City's authorized representative of such potential activity according to the policies and guidelines. All users of the Facility shall be required to adhere to City, Operator, and the Stockton Unified School District Joint Use Agreement policies, procedures, rules, and regulations now and hereafter adopted by City for use and control of the Facility. Operator shall have sole responsibility for enforcing all applicable rules and regulations and will be responsible for asking those individuals who are in violation of the rules to leave the premises.

11.2 Relationship of Parties, No Third-Party Beneficiaries.

Operator is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third-party beneficiaries to this Agreement. In the exercise of rights and obligations under this Agreement, Operator acts as an independent contractor and not as an agent or employee of City. City shall not control where and how services are performed. City shall not reimburse Operator for business expenses or supplies and shall not provide Operator with vacation, pension, insurance, or sick leave. Operator shall provide Operator's own office, tools, and supplies and shall be free to engage in contracts with other persons or agencies,

either public or private. Operator shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Operator expressly waives any and all claims to such right and benefits.

11.3 Use of Subcontractors.

Operator may use the services of co-located partners, independent contractors, and subcontractors to perform a portion of its obligations under this Agreement. Co-located partners, Independent contractors, and subcontractors shall be provided with a copy of this Agreement and shall agree to be bound by its terms. Operator shall be the responsible party with respect to all actions of its collocated partners, independent contractors, and subcontractors and shall obtain such insurance according to Exhibit 4 which is incorporated hereto by this reference and obtain and indemnity provisions from them as necessary. Operator shall be solely responsible for reimbursing co-located partners, independent contractors, and subcontractors.

11.4 Assignment.

Operator may not assign, transfer, or otherwise alienate its rights and obligations pursuant to this Agreement, without prior written consent of the City Manager.

11.5 Notices.

All written notices and communication required to be given under the provisions of this Agreement shall be delivered personally, or mailed and addressed as follows:

TO CITY:

City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95219
(209) 937-8212

TO OPERATOR:

Executive Director
Community Partnership for Families of
San Joaquin
PO Box 1569
Stockton, CA 95201
(209) 444-4111

11.6 Waiver.

Any waiver by City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by City to take action on any breach or default of Operator or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Operator to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by City to any act or omission by Operator shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for City's written consent to future waivers.

11.7 Resolutions of Disputes, Forum, and Attorneys' Fees.

California law shall govern any legal action pursuant to this Agreement with venue in the applicable state court or forum for San Joaquin County, Stockton Division and for federal claims in the federal district court for California, Eastern District, Sacramento Division. The prevailing party in any action brought to enforce or construe the terms of this Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.

11.8 Severability.

The provisions of this Agreement are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

11.9 Confidentiality.

Operator shall exercise all reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

11.10 Title of Parts and Sections.

The Title of parts and sections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or intent.

11.11 Language Construction.

The Language of each and all paragraphs, terms and/or provisions of this Agreement, shall, in all cases and for any and all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity and status of any person

11.12 Records, Audits, Reports.

Operator shall keep true and correct records of all gross receipts Operating Revenue and operating expenditures and submit an annual financial report to the City by October 31 of each year of as part of the Annual Plan. Records shall include all items reasonably necessary to verify Operator's annual Profit and Loss Statement. All records shall be kept for not less than five (5) years after delivery of the required annual report. The City shall have the right, at a reasonable time and from time to time after giving reasonable notice, to do any of the following: audit records, cause an audit at City's expense, make abstracts from records, copy records, and examine all permits and licenses.

11.13 Condemnation.

If the whole or any substantial part of the Facility shall be taken by any paramount public authority under the power of eminent domain, then this Agreement shall be terminated as to such Facility from the day when the possession of that part shall be taken for said public purpose. All damages awarded for this taking shall belong to and be property of City, and all agreements pertaining to that sale. However, City shall not be entitled to any portion of the award made for loss of business installation or improvements belonging to Operator, if any.

11.14 Force Majeure.

For purposes of this Agreement, "Force Majeure" shall mean earthquake, fire, or other casualty, flood, landslide, epidemic, unforeseeable adverse weather, "acts of God", war, civil disturbance, court-ordered injunction, intervention by civil or military authorities or government, strikes, lockouts, boycotts, or other labor disputes to the extent of which cause either party to be delayed or hindered in or prevented from the performance of any covenant or obligation under this Agreement other than payment of money.

If either Operator or City is delayed or prevented from the performance of any act required by this Agreement by reasons of Force Majeure, performance of such act shall be excused for the period of delay, and the period for the performance of any such act shall be extended for a period equivalent of the period of such delay. Both parties shall take reasonable steps during the existence of the conditions to assure performance of their contractual obligations when the condition no longer exists. Failure to Fulfil contractual obligations due t conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of the conditions.

11.15 Discretion of the City.

City's execution of this Agreement in no way limits the discretion of City in the permit and approval process in connection with any improvements by Operator.

11.16 Authority of Parties.

Each individual executing this Agreement on behalf of the respective Parties represents and warrants that he/she is duly authorized to execute this Agreement on behalf of the respective Parties.

11.17 Non-Liability of City Officials.

No member, official, employee or agent of City shall be personally liable to Operator in the event of any default or breach by City or for any amount which may become due to Operator or its successor or on any obligation under the terms of this Agreement.

11.18 Law Abiding Conduct.

Operator agrees that it will comply with all the applicable laws and ordinances, administrative regulations and orders of appropriate government authority in the conduct of its business and further agrees that City shall have the right to enter upon said premises at reasonable times for the purpose of inspection and ensure enforcement and management of this Agreement and ordinances and laws governing Operator's use of Facility.

11.19 Conflict of Interest.

Operator covenants that other than this Agreement, Operator has no financial interest with any official, employee, or other representative of the City. Operator and its principals do not have any financial interest in real property, sources of income, or investment that would be affected in any manner of degree by the performance of Operator's services under this Agreement. If such an interest arises, Operator will immediately notify City.

11.20 Integration and Modification.

This Agreement represents the entire integrated agreement between Operator and City and supersedes all prior negotiations, representations, or agreements, either written or oral

between the parties and may be amended only by written instrument signed by Operator and the Director of Community Services, or designee.

All Exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached Exhibits, the terms of this Agreement shall prevail.

The following exhibits are included and incorporated into this Agreement by reference:

- Exhibit 1: Scope of Services
- Exhibit 2: Sample Calendars
- Exhibit 3: Insurance Exhibit for Operator
- Exhibit 4: Insurance Exhibit for Medical Providers
- Exhibit 5: Location and Map of Facility
- Exhibit 6: HR-40 – Fingerprinting Administrative Directive
- Exhibit 7: Signature of Compliance for HR-40

AUTHORITY AND EXECUTION

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterpart constitute one and the same instrument.

ATTEST:

CITY OF STOCKTON

BY: _____
CHRISTIAN CLEGG
INTERIM CITY CLERK

BY: _____
KURT WILSON
CITY MANAGER

APPROVED AS TO FORM:
JOHN LUEBBERKE
CITY ATTORNEY

COMMUNITY PARTNERSHIP FOR
FAMILIES OF SAN JOAQUIN

BY: _____
TARYN JONES
DEPUTY CITY ATTORNEY

BY: _____
NAME: _____
TITLE: _____

EXHIBIT 1**SCOPE OF SERVICES**

Operator will use its Family Resource Center (“FRC”) service model to comprehensively address the needs of residents living in South Stockton at this Facility. Because this FRC is located in a high-crime, low-income neighborhood with high poverty rates and poor school performance.

A. Primary Functions

This FRC will have three primary functions:

1. Facilitate neighborhood-driven initiatives, support activities for children and families that build protective factors, connect community members and support community leadership development.
2. To transform social service delivery in San Joaquin County by enabling families to easily access services and resources where they are. This FRC will co-locate multiple service providers (both public and private) to increase accessibility of services for families.
3. To provide comprehensive, integrated services through coordinated Youth and Family Success Teams including prevention and early intervention for issues such as obesity, truancy, unemployment, and education.

B. Common Vision

Moving beyond a “one-stop” social service center to focus on how to get things done not just what is done. The focus of the FRC will be responsive to the specific needs of the Facility and neighborhood needs, but they will share a common vision to:

1. Embrace the idea that everyone has something to contribute regardless of needs.
2. Build protective factors to lead to family and community health and well-being.
3. Collaborate broadly across systems, providing effective supports based on a deep understanding of the community served.
4. Elevate family and community voices.
5. Be a vehicle for change in the South Stockton neighborhood.

C. Defining Characters

The defining characteristics of this FRC will be:

1. Positive center environment, safe for learning and growing.
2. Family centered and family strengthening. Families are the web of support in which social and emotional needs are met. Family and cultural perspectives are respected.
3. Embedded in community, culturally-sensitive, and cross systems collaboration. This facility will have local leadership and a need and vision to improve

local conditions. Leadership will embrace innovative approaches to improve family well-being and cross-systems collaboration. They serve and are responsible to clearly defined communities.

4. Will take on broad community change efforts to transform the community, value reciprocity, individuals and families and create asset development skills through family participation.

5. Outcomes will be impact drive and evidence-informed to make a difference in the neighborhood. This FRC will be an incubator for innovation and develop new programs to have real impact for individuals and families.

D. Strengthening Families Protective Five Factors Framework

The FRC will offer a clear approach to build strong, resourceful, and financially self-sufficient families built on Strengthening Families Protective Factors Framework which is a research-informed approach to increasing family strengths, enhancing child development, and reducing the likelihood of child abuse and neglect. This approach is based on engaging families, programs, and communities in five protective factors which are interrelated attributes or conditions that simultaneously prevent or mitigate the effects of exposure to risk factors and stressful life events, and build family strengths and a family environment that promotes optimal child development.

1. Parental resilience- managing stress and functioning well when faced with challenges, adversity, and trauma.

2. Social connections- having a sense of connectedness with constructive, supportive people and institutions.

3. Knowledge of parenting and child development- understanding parenting best practices and developmentally appropriate child skills and behaviors.

4. Concrete support in times of need- identifying, accessing, and receiving needed adult, child, and family services.

5. Social and emotional competence of children- forming secure adult and peer relationships; experience, regulating, and expressing emotions.

E. Proposed Activities and Services

Operator will provide the following activities at the Facility to build strong, resourceful, and financially self-sufficient families:

1. Comprehensive Assessment

Operator will provide comprehensive intake and assessment to identify urgent yet basic family needs (food housing, health insurance, employment, child and adult education, childcare, child safety, family violence, legal issues). Operator's process of identifying, selecting, collecting, analyzing, interpreting, and using information to determine a family's needs informs the most effective way to work with a specific family. The Facility will use an intake document to secure a snapshot of the unique needs and circumstances of each family.

2. Resource Connection

After the initial assessment, Operator will provide resource education and connection in response to identified family needs and challenges. This includes referral to some services which are conveniently co-located at the Facility through service partnerships with agencies including but not limited to Delta Health Care and Community Medical Centers. Operator will also provide information about accessing specific resources, services, or programs that will help families obtain identified outcomes and goals. Staff will assist families in accessing services by following up on referrals via phone and will consult with the families about the effectiveness of the services in meeting established needs. If barriers such as language is experience, Operator will offer further assistance to help families overcome those barriers and meet their needs.

3. Case Management

Families with multiple, complex, and interrelated needs will be provided with strength-based comprehensive and integrated model of service know as case management. Operator will provide a minimum of 20 hours of case management per week at Facility. Operators' Case Management model is known as "Service Integration". This service will assess barriers that families face in becoming self-sufficient and develop a comprehensive plan that is customized to each family's needs. During the service Integration process, Operator staff and families will work to complete a Welcome form for Assessment, a Family Plan, a Client Consent Form, an Authorization Form, 2 or 3 Matrox Assessments, and a CFAT When applicable. In addition, a Family Success Team ("FST") meeting will be held as needed.

4. Growth and Development Activities

Growth and development activities are entry points to the facility. Operator will collaborate with partnering agencies to provide classes, activities, events, and program s that strengthen youth and families, improve social connections/community unity, and decrease family isolation.

As youth and families become involved in activities that bring them into contact with other residents, they begin to develop a sense of belonging and discover that each has something positive to contribute to the betterment of their own lives. The following activities will take place at the Facility:

- Job readiness
- Financial education and financial skill building
- After school homework clubs and literacy programs
- Computer literacy and computer labs
- Health education and healthy living activities
- Free income tax services offered through the Volunteer Income Tax Assistance ("VITA") program. This program will also provide assistance to taxpayer to establish a bank account, improve credit, and consistently pay child's health insurance).
- Youth development activities and group sessions.

- Parent cafes
- Collaborative community engagement and organizing activities that respond to the needs and concerns of residents living near the facility (safety activities, voter registration education, political and social action, social policy analysis, leadership development)

5. Support Services for Youth

Operator will develop a network of youth providers to outreach to youth in need of support and provide needed resources and services through the Youth Success Team ("YST") process. Youth proposed to receive YST resource services will include youth on probation, youth with school or home issues, youth with a history of truancy, school violence, and/or expulsion, youth who are homeless, and youth who are at risk for becoming involved in criminal activity. Operator will convene youth-serving providers (San Joaquin County Probation, Office of Education, School District, Families and Families, Sow a Seed) to work with youth to develop comprehensive customized step-by-step action and implementation plans to meet their identified needs and goals. Operator will provide direct services and use youth-serving partners to promote youth's personal growth through support groups, peer learning groups, mentoring, tutoring, counseling, resource access coaching, job skills development, involvement in volunteering, and similar activities. Outcomes will be improved social skills, improved employment skills, increased self-confidence, increased engagement in positive relationships with peers, family members and friends. Operator will use the Child and Youth Resiliency Model ("CYRM") which is a youth-friendly assessment tool as a needs assessment, case planning assessment, progress monitoring, and research/program evaluation component.

6. Daily maintenance and janitorial services

Operator will provide basic daily maintenance and full janitorial service for Facility.

F. Facility Hours of Operation, Service Hours, and Staffing minimum:

1. Hours of Operation

Monday	8:00am to 5:00pm
Tuesday	8:00am to 5:00pm
Wednesday	8:00am to 5:00pm
Thursday	8:00am to 5:00pm
Friday	8:00am to 5:00pm

(Evening case management provided upon request by clients). Please see Exhibit 2: Sample Calendar for details regarding Operator services.

2. Client Service

Number of Clients 150 clients served a week

3. Staffing assignment

Number of staff five staff assigned for every service hour listed per day. A minimum of 20 hours of case management per week.

Staff assigned to Clinic full time:

Site Manager, Program Manager, Lead Family and Career Navigator, Family and Career Navigator, Service Integration Coordinator, Information and Referral Coordinator and Volunteer support staff

G. Co-located Partner Services, client load and hours:**1. Community Medical Centers (“CMC”) (*see sample calendar*)**

CMC will provide:

- A. Clinical medical care for the entire family: adult, pediatric health and women’s health. Full day: 24 patients, Half Day: 12 patients.
Staff assigned: 1 Medical Receptionist, 1 Medical Assistant, 1 Medical Assistant Lead, 1 Medical Provider,

Monday	N/A	N/A
Tuesday	N/A	1:00PM to 5:00PM
Wednesday	N/A	1:00PM to 5:00PM
Thursday (internal)	8:30AM-12:00PM	1:00PM to 5:00PM
Friday	8:30AM-12:00PM	1:00PM to 5:00PM

- B. Case management, Behavioral health services and trauma-informed services (Room 107) Behavioral Health/day: 14 clients, Case Management/day: 14 Clients
Staff assigned: 1 LCSW, 1 Case Worker

Monday	8:30AM-12:00PM	1:00PM to 5:00PM
Tuesday	8:30AM-12:00PM	1:00PM to 5:00PM
Wednesday	8:30AM-12:00PM	N/A
Thursday	N/A	N/A
Friday	8:30AM-12:00PM	1:00PM to 5:00PM

- C. Health education services and classes (may also reserve conf. room) (Room 108). Staff: 1 Health Educator monthly

Monday	N/A	N/A
Tuesday	8:30AM-12:00PM	1:00PM to 5:00PM
Wednesday	N/A	N/A
Thursday	N/A	N/A
Friday	N/A	N/A

- D. Translation services: written materials in English and Spanish, translators for all languages including American Sign Language.

2. Women's Center Youth and Family Services

Women's Center will provide parenting classes for two hours a week. The Classes will aim to increase parent's efficiency and skills in handling the wide variety of issues that come up with parenting. The classes are offered in English and certificates of completion will be awarded. Six clients will be served per week. 1 staff assigned.

Monday: 2 hours a week

3. Public Health Women, Infant, Children ("WIC")

San Joaquin County Public Health will provide WIC Program to assist clients with nutritional needs and healthy living education. Services offered in English and Spanish. 1 staff assigned. 10 clients a week.

Thursday: 8:00AM-12:00PM 1:00PM to 5:00PM

EXHIBIT 2 SAMPLE CALENDARS

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2 CPFSJ 8-5 Parenting Class: 9am - 11am Seniors' Group: 10am - 12pm	CPFSJ 8-6 VITA Program: 9am - 5pm Seniors' Group: 10am - 12pm	CPFSJ 8-5 Youth Group: 3pm - 5pm	CPFSJ 8-5 SJC WIC: 8am - 5pm VITA Program: 10am - 5pm	CPFSJ 8-5 Parent Café: 10am - 12pm	
1	2 CPFSJ 8-5 Seniors' Commodities: 8am - 10am Parenting Class: 9am - 11am	3 CPFSJ 8-5 VITA Program: 9am - 5pm Seniors' Group: 10am - 12pm	4 CPFSJ 8-5 Youth Group: 3pm - 5pm	5 CPFSJ 8-5 SJC WIC: 8am - 5pm VITA Program: 10am - 2pm	6 CPFSJ 8-5 Parent Café: 10am - 12pm	7
8	9 CPFSJ 8-5 Parenting Class: 9am - 11am Seniors' Group: 10am - 12pm	10 CPFSJ 8-5 Seniors' Group: 10am - 12pm	11 CPFSJ 8-5 Youth Group: 3pm - 5pm APILO Immigration Clinic	12 CPFSJ 8-5 SJC WIC: 8am - 5pm Farmers Market: 11am - 12pm	13 CPFSJ 8-5 Parent Café: 10am - 12pm	14
15	16 CPFSJ 8-5 Parenting Class: 9am - 11am Seniors' Group: 10am - 12pm	17 CPFSJ 8-5 Seniors' Group: 10am - 12pm MHSHA Public Meeting	18 CPFSJ 8-5 Youth Group: 3pm - 5pm	19 CPFSJ 8-5 SJC WIC: 8am - 5pm	20 CPFSJ 8-5 Parent Café: 10am - 12pm E&T Job Club Workshop	21
22	23 CPFSJ 8-5 Parenting Class: 9am - 11am Seniors' Group: 10am - 12pm	24	25	26	27	28
29	30					

*CPFSJ 8-5: CPFSJ staff are present for intake, assessment, case management and/or any other services requested by individuals or partner community organizations

DLJ Sample Monthly Calendar

April 2018 (CMC)

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2 CMC Therapist : 8am - 5pm	3 CMC Therapist : 8am - 5pm CMC Clinic: 1pm - 5pm Health Ed Program: 9am - 4pm	4 CMC Therapist : 8am - 5pm CMC Clinic: 8pm - 5pm Diabetes Class: 3pm - 5pm	5	6 CMC Therapist : 8am - 5pm CMC Clinic: 8pm - 12pm	7
8	9 CMC Therapist : 8am - 5pm	10 CMC Therapist : 8am - 5pm CMC Clinic: 1pm - 5pm Health Ed Program: 9am - 4pm	11 CMC Therapist : 8am - 5pm CMC Clinic: 8pm - 5pm Diabetes Class: 3pm - 5pm	12	13 CMC Therapist : 8am - 5pm CMC Clinic: 8pm - 12pm	14
15	16 CMC Therapist : 8am - 5pm	17 CMC Therapist : 8am - 5pm CMC Clinic: 1pm - 5pm Health Ed Program: 9am - 4pm	18 CMC Therapist : 8am - 5pm CMC Clinic: 8pm - 5pm Diabetes Class: 3pm - 5pm	19	20 CMC Therapist : 8am - 5pm CMC Clinic: 8pm - 12pm	21
22	23 CMC Therapist : 8am - 5pm	24 CMC Therapist : 8am - 5pm CMC Clinic: 1pm - 5pm Health Ed Program: 9am - 4pm	25 CMC Therapist : 8am - 5pm CMC Clinic: 8pm - 5pm Diabetes Class: 3pm - 5pm	26	27 CMC Therapist : 8am - 5pm CMC Clinic: 8pm - 12pm	28
29	30 CMC Therapist : 8am - 5pm					

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

EXHIBIT 3 INSURANCE REQUIREMENTS FOR OPERATOR

Operator shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Operator's operation and use of the leased premises. The cost of such insurance shall be borne by the Operator.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, personal & advertising injury, and sexual abuse and molestation coverage, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (for operators with employees).
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Operator maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its Mayor, Council, officers, representatives, agents, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Operator including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Operator's insurance (**at least as broad as** ISO Form CG 20 10 11 85).

Primary Coverage

For any claims related to this contract, the Operator's insurance coverage shall be primary insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees, and volunteers shall be excess of the Operator's insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Operator's insurance coverage to sole negligence.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Operator hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Operator may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Operator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Operator to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII if admitted to-do business in the State of California; If not admitted to-do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

Verification of Coverage

Operator shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Operator's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time, for any reason or no reason.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate holder address

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- Attention: Risk Services
- 425 N. El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Operator fails to maintain the required insurance in full force and effect, the City may terminate this Contract.

Subcontractors

If the Operator should subcontract all or any portion of the work to be performed in this contract, the Operator shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

EXHIBIT 4 INSURANCE REQUIREMENTS FOR MEDICAL PROVIDERS

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Operator shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Operator, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Operator has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if Operator provides written verification it has no employees)

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Operator's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)

If the Operator maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or higher limits maintained by the Operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Operator including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Operator's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Operator's insurance coverage shall be endorsed as primary** coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Operator's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Operator's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Operator hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Operator may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Operator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Operator to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (note – applicable only to professional liability)

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Operator must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.

Verification of Coverage

Operator shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Operator's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Operator shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Operator shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
400 E Main Street, 3rd Floor – HR
Attn: City Risk Services
Stockton, CA 95202

**EXHIBIT 5:
LOCATION AND MAP OF FACILITY**



**Exhibit 6:
HR 40
(City Manager's Administrative Directive)**

Subject: FINGERPRINTING OF APPLICANTS, EMPLOYEES, INTERNS, TEMPORARY AGENCY EMPLOYEES, AND VOLUNTEERS APPLYING FOR AND HOLDING POSITIONS WITH THE CITY OF STOCKTON	Directive No. HR-40	Page 1 of 9
	Effective Date: 4/7/14	Revised from: 8/1/95 3/1/00 8/30/04 7/24/06 4/14/08

I. PURPOSE

- A. To provide a uniform policy and procedure for the administration of the City of Stockton Mandatory Fingerprinting Program, in accordance with California Public Resources Code section 5164, California Education Code section 10911.5, California Penal Code sections 11105, 11105.3, 13300, and any other applicable state and federal laws.
- B. To ensure that the City of Stockton, as an agency receiving criminal history information, complies with the requirements of the State of California, Department of Justice, Division of Criminal Justice Information Services.

II. POLICY

All applicants, employees, interns, temporary agency employees, and volunteers who meet the following conditions shall be subject to fingerprinting.

- A. Employees Having Direct Contact with Minors. It is the policy of the City of Stockton to obtain criminal history information for all prospective, as well as current, full-time (including provisional and temporary), part-time, volunteer (including the San Joaquin County Alternate Work Program or any other community service or volunteer organization), and contractual employees in any department who have direct contact¹ with minors. This requirement shall be a condition of employment for all employees who have direct contact with minors.

The City of Stockton will not hire or retain any person or permit any person to volunteer his/her services to work with children in any department who has been convicted of certain criminal offenses (disqualifiers), as specified in California Public Resources Code section 5164.

¹ "Direct Contact" is defined in section II.B.

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B. Employees Performing Sensitive Duties. In addition, to implement Stockton Municipal Code Chapter 2.70, the City of Stockton will obtain criminal history information for all persons applying for positions that require the employee to:

1. Perform sensitive and/or fiduciary duties, such as handling public funds or confidential documents.
2. Enter privately owned property, structures, or curtilages.
3. Care for ill, injured, or incapacitated members of the public.
4. Have access to a secure facility.
5. Have direct contact with minors. "Direct contact with a minor" shall mean any of the following, during paid or unpaid work:
 - a. The care, supervision, guidance, or control of a minor on any basis.
 - b. Close physical proximity to a minor on more than an "occasional" or "incidental" basis.
 - c. Talking face-to-face with or within eye contact of a minor on more than an "occasional" or "incidental" basis.

"Occasional" shall mean irregular or infrequent. "Incidental" shall mean occurring by chance or in isolation. If the job specifications for apposition requires contact with a minor on any basis, then the contact is neither "occasional" nor "incidental."

C. The City of Stockton, in its discretion, may refuse to hire any person or permit any person to volunteer his/her services who has been convicted of any of the offenses (disqualifiers) specified in Appendix A of this policy.

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- D. In making any employment or retention decision based upon a disqualifier, the Director of Human Resources shall consider, among other factors: the employment classification to which the person is applying or being certified, including its sensitivity; the nature and seriousness of the conduct; whether there is a rational relationship between the employment duties and the nature of the conduct; the circumstances surrounding the conduct; the recentness of the conduct; the age of the individual at the time of the conduct; and the presence or absence of rehabilitation or efforts at rehabilitation.
- E. Submission of fingerprints, as specified in the sections above, shall be a condition of employment.
- F. This policy shall not apply to one-day events or programs.
- G. This policy shall be administered by and is the responsibility of the Director of Human Resources.

III. PROCEDURES

A Administration of Criminal Offense Record Information (CORI).

1. The Human Resources Department shall enter into an agreement with the California Department of Justice for the purpose of electronically exchanging criminal offender information. This information shall be accessible only to designated individuals in the Human Resources Department, and the affected computer terminal shall be in a secure area to provide protection from unauthorized access. CORI shall be made available to the City Auditor and designated members of his/her staff for the sole purpose of performance audits in accordance with Stockton Municipal Code section 2.70.020(8).

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- a. Security. Any questions regarding the release, security, and privacy of CORI shall be resolved by the Director of Human Resources.
 - b. Destruction. CORI shall be destroyed after the employment determination has been made, and copies of the CORI information will be destroyed in such a way that the employee's name can no longer be identified.
 - c. Dissemination. CORI shall be used only for the purpose for which it was requested; except that, the City Auditor shall have access to and shall examine CORI in connection with his/her duties under section 1501(d) of the City Charter.
 - d. Storage. CORI shall be securely maintained and accessible only to the Director of Human Resources or his/her designees and the City Auditor or his/her designees, who are committed to protect such information from unauthorized access, use, or disclosure.
 - e. Reproduction. CORI shall not be reproduced for secondary dissemination.
 - f. Subsequent Arrest Reports. Any Subsequent Arrest Reports for separated employees, volunteers, and contract personnel shall be immediately returned to the Department of Justice.
2. The Director of Human Resources and/or his/her designees who are involved in the administration of this policy, and the City Auditor and/or his/her designees who conduct performance audits, shall be fingerprinted and cleared by the Department of Justice prior to attaining access to CORI. Each employee given CORI access shall be fingerprinted and processed through the California Department of Justice. In addition, those employees shall execute a copy of the Employment Statement issued by the Department of Justice, which

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statement shall be maintained on file in the Human Resources Department.

- B. Fingerprint Procedures and Review of CORI. All applications for employment and requests to volunteer services, without exception, are to be made to the Human Resources Department.
1. All applicants for employment covered under this policy (as set forth in sections II. A and B, above), including part-time, volunteer, intern, temporary agency, and contract personnel, shall be provided with a fingerprint application and required to submit one set of fingerprints to the Department of Justice prior to the pre-employment physical examination. (Note: This requirement shall not apply to those concessionaires who contract with the Community Services Department solely to rent space to conduct their own business.)
 2. The applicant, volunteer, intern, temporary agency, or contract personnel shall hand-carry the fingerprint application, along with a valid California driver's license or identification card, to the Stockton Police Department Evidence Identification Section to complete the fingerprint process.
 3. Upon receipt of CORI, including Subsequent Arrest Information, the designated Human Resources employees shall review the information for any arrests or convictions for disqualifiers. If there are no disqualifiers, the clearance date shall be entered into the confidential database set up for this specific purpose. Upon the employee's separation from City service, the California Department of Justice shall be notified of the separation to ensure that Subsequent Arrest Notifications are no longer received.
 4. In the event CORI, including Subsequent Arrest Information, reveals disqualifiers, the Director of Human Resources shall evaluate the effect and potential effect of the employee's record of arrest on his/her position of employment, fellow employees, and the public in accordance with sections 11.8.2, above; and shall take appropriate

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action to maximize public safety and minimize potential liability while respecting the rights of the employee or volunteer. No applicant for employment will be permitted to report for work until the Director of Human Resources, or his or her designee, has first determined from review of the CORI information that the applicant has no disqualifying convictions.

In addition, any employee, volunteer, intern, temporary agency or contract personnel who has direct contact with minors and for whom a disqualifier is subsequently revealed shall be subject to any one of the following actions:

- a. Transfer to a comparable position whose duties require no direct contact with children.
 - b. Reassignment to another department.
 - c. Placement back into a previously held position.
 - d. Termination.
5. The notice of rejection of application for employment or the notice of termination due to disqualifiers is the sole responsibility of the Human Resources Department. The Human Resources Department will immediately notify the Department of Justice that the affected applicant, employee, or volunteer has been rejected and that subsequent reports are not necessary.
 6. The appointing authority shall not make a hiring decision until after CORI has been received and reviewed by the Human Resources Department.
 7. The applicant, employee, or volunteer shall be responsible for reporting any conviction or arrest pending final adjudication to the Human Resources Department. If any conviction or arrest pending adjudication occurs while the employee or volunteer is working for the

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City, the employee or volunteer shall report that conviction or arrest to the Human Resources Department. Failure to report an arrest or conviction shall be grounds for disciplinary action, up to and including termination.

8. Employees transferring or promoting to positions covered under this directive shall have a right of reversion to a previously held position in the event subsequent arrest information reveals a disqualifier; EXCEPT THAT the City reserves its right to discipline an employee, up to and including termination, pursuant to the City Charter, Stockton Municipal Code, Civil Service Rules, collective bargaining agreements, and/or any applicable laws or regulations.

IV PENALTIES

- A. Misuse of CORI is a criminal offense, which may result in criminal or civil prosecution and may result in administrative action up to and including loss of access to information maintained by the Department of Justice and/or termination of employment, in accordance with City Charter sections 1201(a) and 1502, Administrative Directive No. HR-008, applicable memoranda of understanding, and/or the Civil Service Rules and Regulations.
- B. Any violation of this policy shall result in disciplinary action, up to and including termination from City service.

APPROVED:



KURT O. WILSON
CITY MANAGER

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APPENDIX A

Convictions for which an applicant may be rejected, or for which refusal of certification for appointment, or termination of employment may result, are as follows:

Crimes Against Persons

- Murder (Penal Code§ 187, *et seq.*)
- Voluntary manslaughter (Penal Code§ 191.5, *et seq.*)
- Mayhem (Penal Code§ 203, *et seq.*)
- Torture (Penal Code§ 206, *et seq.*)
- Robbery (Penal Code § 211, *et seq.*)
- Assault and/or battery (Penal Code§§ 240, *et seq.*; 243, *et seq.*)
- Rape (Penal Code§§ 261-263; 269.)
- Kidnapping (Penal Code§ 207, *et seq.*)
- Prostitution (Penal Code §§ 266-267)
- Lewd or lascivious acts (Penal Code§§ 288, 288.2)
- Indecent exposure (Penal Code§ 314)
- Stalking (Penal Code§ 646.9, *et seq.*)
- Registered sex offender (Penal Code§ 290)
- Child abandonment (Penal Code§ 271, *et seq.*)
- Contributing to the delinquency of a minor (Penal Code§ 272, *et seq.*)
- Incest (Penal Code§ 285)
- A criminal violation that is substantially similar in nature to any of the foregoing crimes against persons.

Crimes Against Property

- Arson (Penal Code § 451, *et seq.*)
- Theft /Larceny (Penal Code § 484, *et seq.*)
- Burglary (Penal Code§ 458, *et seq.*)
- Forgery (Penal Code§ 470, *et seq.*)
- Embezzlement (Penal Code§ 503, *et seq.*)
- Identity theft (Penal Code§ 530.5, *et seq.*)

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- Extortion (Penal Code § 581, *et seq.*)
- A criminal violation that is substantially similar in nature to any of the foregoing crimes against property.

Crimes Involving Controlled Substances

Any crime described in the California Uniform Controlled Substance Act (division 10, commencing with section 11350), except where consideration of such conviction for employment purposes is prohibited or otherwise limited by law per Labor Code § 432.8. Employers are prohibited from considering marijuana-related convictions which are more than two (2) years old. Specifically, agencies may not consider marijuana-related convictions for violations of subdivision (b) or (c) of section 11357 of the Health and Safety Code or a statutory predecessor thereof, or subdivision (c) of section 11360 of the Health and Safety Code, or section 11364, 11365, or 11550 as related to marijuana prior to January 1, 1976, or a statutory predecessor thereof.

Miscellaneous Crimes

- Perjury (Penal Code § 118, *et seq.*)
- Falsifying/Tampering with Evidence (Penal Code §§ 132-135.5)
- Falsifying public documents (Penal Code § 112, *et seq.*)
- Bribery (Penal Code §§ 68, 92, *et seq.*, 165)
- Money laundering (Penal Code § 186.9, *et seq.*)
- Bookmaking (Penal Code § 337a)
- Misappropriation of public funds (Penal Code § 424, *et seq.*)
- A criminal violation that is substantially similar in nature to any of the foregoing miscellaneous crimes.

EXHIBIT 7
SIGNATURE OF COMPLIANCE FOR HR40

Operator confirms that all employees and volunteers who are working or volunteering at the Dorothy L. Jones Community and Health Center and directly supervising youth are in compliance with the City of Stockton HR40 guidelines about fingerprinting and disqualifying criminal convictions. This Compliance statement is due when the contract is attested and annually by October 31st. If staff are added after these dates, a new signature page will be required by the Operator within 30 days of hire.

SIGNATURE LINE