

**AGREEMENT FOR POLICE OFFICER ASSIGNMENT BETWEEN THE  
SAN JOAQUIN REGIONAL TRANSIT DISTRICT (RTD)  
AND CITY OF STOCKTON POLICE DEPARTMENT**

THIS AGREEMENT (this "Agreement") is entered into as of October 1, 2020, between the SAN JOAQUIN REGIONAL TRANSIT DISTRICT, a public transit district, hereinafter referred to as "RTD," and the CITY OF STOCKTON, a municipal corporation, hereinafter referred to as the "CITY." The CITY and RTD hereinafter may be referred to collectively as the "Parties" or in the singular as "Party," as the context requires.

**RECITALS**

This Agreement is for Police Services between RTD and CITY. All previous contracts are null and void.

**AGREEMENT**

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**1. TERM**

This Agreement shall be effective as of October 1, 2020. The term shall be for one year, unless sooner terminated or canceled pursuant to the provisions of this Agreement.

**2. SCOPE OF WORK**

CITY will assign to RTD one (1) Police Officer, with a goal to have each Officer provide 40 hours of service to RTD each week.

The Police Officer(s) assigned to RTD shall provide high-visibility foot/bicycle patrol and vehicle security protection services for RTD passengers and employees including, but not limited to, patrolling at all RTD bus facilities, especially the Downtown Transit Center, located in the vicinity of the block bound by Weber Avenue and Sutter, Channel and California Streets (herein referred to as the Downtown Transit Center), within RTD buses and at RTD bus stops (e.g. handling disturbances); shall issue citations or make arrests for other crimes, write reports as directed by RTD, and other related duties; shall assist RTD in supervising the towing of vehicles parked at RTD bus stops, or at park-and-ride facilities pursuant to CITY ordinances and provisions of the California Vehicle Code, including Section 22651.3 (removal of vehicles from off-street public parking facilities), Section 22652 (spaces marked for disabled persons), and Section 22654 (authorized moving of a vehicle). Notwithstanding the foregoing, the Police Officers may pursue a criminal suspect if they witness a crime in progress. RTD assigned Police Officer(s) would only minimally handle other calls for service outside RTD duties (e.g., a crime in progress is occurring a block away not related to RTD, the assigned

RTD Police Officer will only standby for a few minutes until another Police Officer arrives to handle the matter).

**3. ADDITIONAL DUTIES AND RESPONSIBILITIES**

- A. Conduct foot/bicycle patrols and act as first responders, where and when possible, for police services to RTD;
- B. Familiarize themselves with RTD passengers and employees;
- C. Attend RTD Board meetings as requested;
- D. Assist in developing or enhancing any other such crime prevention programs for RTD;
- E. Provide crime prevention awareness information to RTD passengers;
- F. Collect and provide crime-related statistics to be used in analyzing crime-related trends;
- G. Investigate crimes and assist in the detection and apprehension of offenders;
- H. Train RTD personnel;
- I. To the extent appropriate, cooperate, assist, and appear as witnesses in RTD's administrative grievance process, public liability lawsuits or hearings, or other court proceedings involving criminal or quasi-criminal conduct in or near all RTD bus facilities, including the Downtown Transit Center, within RTD buses and at RTD bus stops;
- J. Meet with RTD representatives on a routine basis, or at least once quarterly, to review law (and regulation) enforcement and crime prevention procedures and plans; and
- K. Prepare and submit to RTD electronically, daily and monthly service reports.

In providing supplemental services pursuant to this Agreement, CITY shall not reduce the baseline services that would otherwise be provided to RTD.

The CITY shall designate a Police Sergeant, who shall have direct control, in addition to his/her duties supervising other CITY personnel, for supervising the Police Officers assigned to RTD. The designated Sergeant will also process complaints regarding the Police Officer(s) assigned to RTD in accordance with the policies of the CITY Police Department.

#### **4. POLICE OFFICER ASSIGNMENTS**

Police Officer(s) assigned to RTD service shall be limited to on-duty Police Officers selected by the Police Department. Selected Police Officer(s) must first successfully complete an RTD orientation and training program before their assignment to RTD becomes permanent. RTD reserves the right to request that the CITY reassign any individual Police Officer who has been determined to be no longer suitable for RTD assignment due to discipline or other problems related to his/her ability to be part of RTD's police security services team, or by the mutual consent of CITY and RTD. The CITY also reserves the right to reassign any Police Officer who has been determined by the CITY to be no longer suitable for the subject RTD assignment, provided CITY shall assign a substitute Police Officer. CITY shall retain the full responsibility and authority to direct and control the activities of Police Officer(s) and supervise and discipline Police Officer(s) in accordance with the then current version of the Memorandum of Understanding between the CITY and the Stockton Police Officers Association (the "MOU"). Notwithstanding the foregoing provision, RTD reserves the right to designate the day-to-day activities of the Police Officer(s) in accordance with RTD's goals and objectives under this Agreement and in consultation with the CITY.

RTD acknowledges the Police Officers are subject to the California Public Safety Officers Bill of Rights {Government Code §§ 3300, et seq.}.

CITY shall retain the right to approve requests for sick leave, vacation, or other absences. In the event that a Police Officer will be on an approved sick or parental leave of absence or on any other approved vacation or leave of absence, CITY shall assign another Police Officer, at no additional cost to RTD.

#### **5. PLACE, TIME, AND HOUR OF ASSIGNMENT**

The Police Officer(s) assigned to RTD shall report to the designated Stockton Police Department Sergeant at the Police Operations Building, located at 22 E. Market Street, which may be changed under agreement with the Stockton Police Program Manager and RTD General Manager/CEO. The schedule for and activities of Police Officer(s) duties for RTD shall be as designated by the Sergeant or Lieutenant, as the case may be, schedules will be subject to the restrictions of the CITY's of Stockton Police Officer's Association (SPOA) MOU. The Parties agree that overtime shall be allocated equitably

among the Police Officers. RTD may request the Police Officer(s) to work overtime during any given week, subject to their respective provisions of the MOUs, Fair Labor Standards Act, or policy, as applicable.

## **6. FACILITIES AND EQUIPMENT**

Except as otherwise provided in this Agreement, the CITY shall furnish all equipment which may be required to support the Police Officers assigned to RTD under this Agreement, at no cost to RTD.

RTD will provide the Police Officer(s) with RTD radios or mobile telephones, which shall be used only for RTD business purposes.

## **7. TRAINING**

CITY represents and warrants to RTD that Police Officer(s) assigned to RTD have undergone proper training and those Police Officers have all required licenses, permits, and approvals, which are legally required to provide police services to RTD.

## **8. ADHERENCE TO RTD RULES**

At all times during the performance of this Agreement, the Police Officer(s) shall strictly adhere to and obey all of RTD's rules and regulations pertaining to RTD operations, unless otherwise authorized by RTD's General Manager/CEO or unless they directly conflict with the CITY's policies or the MOU.

## **9. COMMUNICATIONS, REPORTING, AND EVALUATION**

### **COMMUNICATIONS**

CITY's Police Department will, within two (2) business days, provide to RTD copies of incident, crime, service, and other police-generated reports, search warrants, and other public documents, which concern or substantiate actual or potential criminal activity in or involving RTD at no additional cost to RTD.

### **REPORTING**

#### **a. Service Reports**

Assigned Police Officer(s) will complete daily reports of their activities at the conclusion of each shift. Electronic or hard copies of said reports shall be forwarded to RTD weekly. The daily reports shall include the type, nature, and/or description of the activities performed during that day, the approximate number who participated in the activities and such other information as may be of assistance to CITY and RTD in evaluating the effectiveness of the contract program.

b. Media Reports

Whenever possible, CITY's Police Department shall provide RTD's General Manager/CEO, or the General Manager/CEO's designee, with information related to any major crime or incident that occurs within or which involves RTD, preferably before any release is made to the media. CITY shall also immediately provide RTD with a copy of any Significant Incident Report and/or written press releases regarding such Incidents.

**EVALUATION**

Representatives of CITY's Police Department and RTD shall meet periodically (but not less than once semi-annually) during the term of this Agreement to evaluate the type and effectiveness of the services provided pursuant to this Agreement, including, but not limited to:

- a. The date, time, and number of hours worked by assigned officers.
- b. Response times to RTD incidents occurring by assigned officers and other CITY Police Department personnel.
- c. Statistical information regarding RTD incidents, including but not limited to:
  - i. Arrests.
  - ii. Citations issued.
  - iii. Vehicles towed.
  - iv. Proactive/positive officer-initiated contacts.
  - v. Referrals received.
  - vi. Trespassers removed.
  - vii. Calls for services.
  - viii. Weapons seized.
  - ix. Recovery of stolen property.

CITY shall also provide any information received from the community regarding the

effectiveness of the contract program and comparable crime information for the CITY as a whole to enable CITY and RTD to discuss and evaluate the Department's enforcement activities occurring at RTD locations.

## **10. CONSIDERATION**

The CITY will assign one (1) Police Officer to RTD with the goal of providing 40 hours each service week. RTD shall reimburse and pay CITY for services provided under this Agreement at the rate of \$130,021 annually per Police Officer (payable quarterly) for a total annual cost of \$130,021, assuming the total number of hours of service for each Police Officer does not exceed 40 in any given week. Established reimbursement rates were based upon eighty percent (80%) of the calculated average cost of a fully benefited police officer to account for any minimal reductions in service hours. Since 2012, agreement rate increases have been based on the Consumer Price Index without other cost considerations.

If RTD requests or authorizes the Police Officer(s) to work overtime (in excess of 40 hours per week), RTD agrees to reimburse the CITY for the actual overtime costs of the Police Officers working more than 40 hours per week, in accordance with the existing MOU between the CITY and the SPOA, at one and one-half times the straight-time direct hourly rate, plus workers' compensation, unemployment costs, and Federal Insurance Contributions Act (FICA). The overtime costs shall be based on the number of overtime hours actually worked by the Police Officers for the benefit of RTD.

## **11. METHOD OF PAYMENT**

CITY shall provide RTD with an Invoice of quarterly costs within thirty (30) days after the end of each quarter.

RTD shall make payment within thirty (30) days of receipt of invoice.

CITY shall be responsible for all costs above the invoiced amount for providing specialized police services including, but not limited to, personnel costs, materials, supplies, equipment, and vehicles.

CITY shall comply with the reasonable requests of RTD to permit RTD, or its duly authorized representative, to inspect all work, materials, payrolls, and other data and records with regard to amounts set forth in the invoices issued by the CITY.

Unless otherwise agreed, payment against invoice shall be delivered by first class mail through the facilities of the U.S. Post Office, postage prepaid, addressed to the applicable party in the manner set forth in Section 19. Payment against invoice shall be deemed to be made in Stockton, California, whether or not payment is addressed to a different location or delivered in another manner.

**12. INDEPENDENT CONTRACTOR**

In the performance of services under this Agreement, the Police Officer(s) shall act as independent contractors and not as employees of RTD. Nothing herein shall be construed or deemed to create the relationship of employer/employee or principal/agent between RTD and the Police Officer(s) assigned to this Agreement. Directions issued by RTD to Police Officer(s) only relate to the objectives to be achieved and not the actual means to accomplish such objectives. CITY shall assume all responsibility for federal and state income tax withholding for their employees, including, but not limited to, the Federal Income Tax (FIT), State Income Tax (SIT), Federal Insurance Contributions Act (FICA), State Unemployment Insurance (SUI), and, if applicable, State Disability Act (SDI), and any other deductions from income that CITY is required to make as the employer of the Police Officer(s). CITY hereby agrees to indemnify and hold RTD, its officers, and employees harmless from any and all claims that may be made against RTD based upon any contention by any employee of CITY or by any third party, including, but not limited to, any state or federal agency, that an employer-employee relationship, or a substitute thereof, exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any obligation under the Agreement. The foregoing indemnity provision shall not alter RTD's indemnity obligations set forth in Section 15 of this Agreement.

**13. NO JOINT VENTURE**

This Agreement shall not create among the Parties a joint venture, partnership, or any other relationship of association.

**14. WORKERS' COMPENSATION**

RTD's responsibility for compensation under this Agreement shall be limited to the rates of compensation as set forth elsewhere in this Agreement, and RTD shall not be responsible for providing workers' compensation insurance or any other protective insurance coverage or employment benefit that is based upon the relationship of employer and employee.

**15. INSURANCE**

See Exhibit 1.

**16. HOLD HARMLESS/INDEMNIFICATION**

With the exception that this section shall in no event be construed to require indemnification by RTD to a greater extent than permitted under the public policy of the State of California, RTD shall, indemnify, protect, defend with counsel approved by CITY and at RTD'S 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 RTD 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 RTD or RTD'S officers, agents, employees, volunteers or subcontractors. RTD 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 RTD to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by RTD 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 RTD to a greater extent than permitted under the public policy of the State of California, the parties agree that RTD'S 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 RTD or RTD'S officers, agents, employees, volunteers or subcontractors. RTD'S 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. RTD 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 RTD 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 RTD for amounts paid in excess of RTD'S proportionate share of responsibility for the damages within 30 days after RTD 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 RTD 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 RTD 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, RTD 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 RTD, regardless of whether such claim may be covered by any applicable workers compensation insurance. RTD'S 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 RTD under workers' compensation acts, disability acts, or other employee benefit acts.

The parties agree that the pro rata risk allocation that may be imposed between the parties under Government Code Section 895.6, or any other statute, regulation or rule that may otherwise affect the terms of this Agreement, applies to all claims against the parties arising under this Agreement.

Joint defense: Notwithstanding any other provision herein, in a case where RTD and CITY agree in writing to a joint defense, RTD and CITY may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of RTD and CITY. Joint defense counsel shall be selected by mutual agreement of the RTD and CITY. RTD and CITY agree to share the costs of such joint defense and any agreed settlement in equal amounts until the proportional liability of each is ultimately determined. Upon a determination of ultimate liability of the parties, the parties shall be responsible for that proportionate share of the defense fees and costs and any settlement of imposition of liability against RTD and/or CITY. Each party agrees to reimburse the other for any payments in excess of the determined proportionate share of liability within 60 days after the finding of liability or determination of proportionate liability. RTD and CITY further agree that neither party may bind the other to a settlement agreement without the written consent of both RTD and CITY.

## **17. CANCELLATION FOR BREACH**

Should CITY or RTD fail to substantially perform its obligations in accordance with the provisions of this Agreement, the non-breaching Party shall thereupon have the right to cancel this Agreement by giving written notice and specifying the effective date of such cancellation, which shall be not less than fifteen (15) days after the date of said notice. In the event of such cancellation, CITY shall be paid for its services performed prior to the effective date of the cancellation, as well as other costs, which may accrue under this Agreement prior to the effective date of the cancellation. The foregoing notwithstanding, neither Party waives its right to recover damages against the other for breach of this Agreement including any amount necessary to compensate one Party for all detriment proximately caused by the other Party's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. If RTD cancels this Agreement based upon the CITY's breach and it is subsequently determined that CITY did not fail to substantially perform its obligations in accordance with this Agreement, then the cancellation by RTD shall be deemed and treated as termination for convenience.

## **18. TERMINATION FOR CONVENIENCE**

Either Party may terminate this Agreement for its convenience upon giving written notice to the other Party not less than sixty (60) calendar days prior to the effective date of termination specified in the notice.

## **19. NOTICES**

Any communication required during the administration of this Agreement, including, without limitation, notice of termination or cancellation, should be addressed to the respective Party as follows:

TO RTD:  
San Joaquin Regional Transit District  
Attention: Gloria Salazar  
General Manager/CEO  
421 East Weber Avenue, 2<sup>nd</sup> Floor  
P.O. Box 201010  
Stockton, CA 95201  
Phone: (209) 948-0645  
Fax: (209) 948-3366

TO CITY:  
Stockton Police Department  
Attn: Eric Jones Chief of Police  
22 E. Weber Ave., 4<sup>th</sup> Floor – Headquarters  
Stockton, CA 95202  
Phone: (209) 937-8217  
Fax: (209) 937-8894

Any Party who desires to change its address for notice may do so by giving notice as set forth herein.

## **20. THIRD PARTY OBLIGATIONS**

CITY shall be solely liable to third parties with whom it enters into contracts to effectuate the purposes of this Agreement, if any. CITY shall pay directly such third parties for all amounts due under said contracts. CITY shall use its best efforts to prevent any loss to RTD from the failure of proper performance of any third party. RTD's only obligation with respect to such third parties shall be limited to reimbursement of CITY for those expenses for which RTD is obligated to reimburse by virtue of the terms of this Agreement. CITY shall indemnify and hold RTD harmless from any and all claims and liabilities arising from any such contract with a third party.

## **21. NON-WAIVER**

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

## **22. MODIFICATIONS**

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by authorized Individuals on behalf of the parties hereof.

## **23. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

## **24. CAPTIONS**

The headings or captions to the Articles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part thereof.

## **25. SEVERABILITY**

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect.

## **26. AMBIGUITIES**

The Parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either Party.

## **27. INTERPRETATION OF AGREEMENT**

By entering into this Agreement, the Parties intend not to violate or cause a violation of the terms of collective bargaining or other labor agreements to which either may be a party, nor the policies, rules, and regulations governing the employees of either Party hereto. If any provision of this Agreement is inconsistent with such collective bargaining or other labor agreements, or of such policies, rules, and regulations, then the applicable provisions of such collective bargaining or other labor agreements and of such policies, rules, and regulations shall take precedence for purposes of the construction and interpretation of this Agreement.

## **28. SUCCESSORS AND ASSIGNS**

All rights of each Party under this Agreement shall inure to the benefit of its successors in interest and assigns; all obligations and burdens assumed under this Agreement by each Party shall bind the successors in interest and assigns of each Party.

**29. GOVERNING LAW**

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California, the state in which this Agreement is signed. In the event litigation between the parties occurs, the parties agree that jurisdiction shall be with a court of competent jurisdiction located in Stockton, California.

**30. INTEGRATION**

This Agreement embodies the entire agreement of the Parties in relation to the scope of services herein described, and no other agreement or understanding, verbal or otherwise, exists between the Parties.

**31. PERSONNEL AND OTHER CONFIDENTIAL RECORDS**

RTD acknowledges the Police Officers are subject to the California Public Safety Officers Bill of Rights (Government Code §§ 3300, et seq.). RTD shall not take any action, which may lead to punitive action against the Police Officer(s), but shall address its concerns to the CITY for handling consistent with the Public Safety Officers Bill of Rights.

Personnel records, including records concerning the performance of the Police Officers, together with complaints made against the Police Officers, are confidential pursuant to California Penal Code section 832.7 and Evidence Code sections 1043 and 1946, and RTD shall not disclose such records. Any request for disclosure of such records shall be treated as a request for disclosure of confidential records pursuant to the following paragraph.

Each Party shall not disclose records received from the other Party, which have been designated as confidential. In the event a Party receives a request for disclosure of such confidential records pertaining to the other Party, whether such request is made under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party in receipt of the request shall tender the same to the other party who shall be responsible for addressing said request, including the assertion of any claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

**32. DISPUTE RESOLUTION**

With respect to any breach or dispute arising under this Agreement, and prior to litigation in a court of competent jurisdiction, the Parties shall meet and attempt, in good faith and in using their best and reasonable efforts, to resolve the same. If such breach or dispute is not resolved by the Parties, then the Parties shall submit the dispute to an independent, mutually agreed upon arbitrator. Said arbitrator shall attempt to resolve the dispute based upon a reasonable interpretation of this Agreement, the

documentation provided by the Parties, and such other information deemed by said arbitrator to be relevant to the dispute. The decision of the arbitrator shall not be binding on the Parties. Nothing in this Agreement shall prohibit the Parties from agreeing to allow the arbitrator to attempt to mediate the dispute prior to hearing the matter and issuing a decision.

### 33. AUTHORITY

The signers of this Agreement have the capacity and are authorized to execute this Agreement as the representatives of their respective Parties, and to bind said Parties to the terms hereof. This Agreement is subject to the approval by each Party's governing body.

**SIGNATURES APPEAR ON FOLLOWING PAGE**

[illegible]

WHEREFORE, the Parties have entered in to this Agreement on the day and year first hereinabove appearing.

**CITY:**

Date Executed: \_\_\_\_\_, 2020

CITY OF STOCKTON,  
A municipal corporation

By: \_\_\_\_\_  
Harry Black, City Manager

**RTD:**

Date Executed: \_\_\_\_\_, 2020

SAN JOAQUIN REGIONAL TRANSIT  
DISTRICT, a public transit district

By: \_\_\_\_\_  
Gary S. Giovanetti, Chair

By: \_\_\_\_\_  
Gloria Salazar  
General Manager/CEO

APPROVED AS TO FORM

By: \_\_\_\_\_  
Al Warren Hoslett  
Legal Counsel for RTD

APPROVED AS TO FORM

By: \_\_\_\_\_  
JOHN M. LUEBBERKE  
CITY ATTORNEY

**Exhibit 1**  
**Insurance Requirements**  
**(Services & Products)**

Contractor 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 and the results of that work by the Contractor, their agents, representatives, employees or subcontractors.

**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 **\$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. **Automobile Liability (AL):** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the contractor. 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 and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- **Primary Coverage**

For any claims related to this contract, the Contractor'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 Contractor's insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Contractor'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**

Contractor hereby grants to the City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor 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 Contractor 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.

- **Claims Made Policies**

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

- The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.



- ***Verification of Coverage***

Contractor 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 Contractor'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.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

- ***Special Risks or Circumstances***

The 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 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 Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

- ***Subcontractors***

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor 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.