

**CITY OF STOCKTON
2026 AQUATICS AND FACILITIES MANAGEMENT
AGREEMENT AMENDMENT**

Agreement Number:	Amendment Number:
	1

This Amendment Number One (1) to the above referenced Agreement is entered into on 6/24/2026 between the City of Stockton ("City") and Community Services Solutions LLC "Contractor".

RECITALS

WHEREAS, the City and Operator entered into the Agreement for the operation of aquatic facilities as identified in Exhibit 1 to the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to add an additional aquatic facility and adjust compensation accordingly;

Now therefore, the City and the Contractor mutually agree as follows:

1. Addition of Facility

Exhibit 1 of the agreement: Aquatic Facilities Locations is hereby amended to include the following additional facility:

- Oak Park Pool
3537 Alvarado Ave
Stockton, CA 95204

This facility shall be considered a "Facility" under the Agreement and shall be subject to all terms, conditions, responsibilities, and requirements outlined in the Agreement, including but not limited to Articles 5 and 6 regarding management, operations, maintenance, and reporting

2. Compensation Adjustment

Article 3: Compensation and Revenue is hereby amended to increase the total compensation payable to Operator by Fifty-Seven Thousand Dollars (\$57,000) for the addition and operation of Oak Park Pool located at 3537 Alvarado Ave, Stockton, CA 95204.

As a result of this Amendment, the total not-to-exceed compensation under this Agreement shall be One Hundred Fourteen Thousand Dollars (\$114,000) for the 2026 swim season.

The additional \$57,000 attributable to Oak Park Pool shall be invoiced and paid in accordance with the payment structure and requirements set forth in Article 3 and Exhibit 6: Compensation Schedule, and shall be distributed as follows:

- Initial Payment (33.33%): \$18,998.10

Payable within thirty (30) days of receipt of invoice and submission of required startup documentation, including a valid business license, approved insurance certificates and endorsements, program plan, and signed compliance statement for HR-40 fingerprinting and disqualifying criminal convictions.

- Second Payment (33.33%): \$18,998.10

To be invoiced by Operator on July 1 and paid within thirty (30) days of receipt of invoice and required supporting documentation, including weekly and monthly statistics and reports for May and June.

- Final Payment (33.34%): \$19,003.80

427 000 008 A1

To be invoiced by Operator within fifteen (15) days following the last day of the swim season and paid within thirty (30) days of receipt of invoice and required supporting documentation, including weekly and monthly statistics and reports for July, August, and September.

This compensation is in addition to all other compensation authorized under the Agreement, is solely attributable to the inclusion and operation of Oak Park Pool, and no additional compensation beyond the total not-to-exceed amount of \$114,000 shall be paid unless authorized by written amendment executed by both Parties.

All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Community Services Solutions LLC

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature

Date

Printed Name and Title of Person Signing

Address

41255 Morada Lane #279 Stockton, CA 95212

Johnny Ford, City Manager

Date

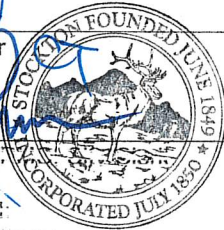
ATTEST:

For: Marci A. Arredondo, City Attorney

APPROVED AS TO FORM:

Marci A. Arredondo, City Attorney

BY:



2026 AQUATICS AND FACILITIES MANAGEMENT AGREEMENT

This Agreement is made and entered into on 6/24/2026, by and between the City of Stockton, a municipal corporation of the State of California, (hereinafter "City"), and Community Services Solutions LLC, (hereinafter "Operator") for the exclusive use of the facilities identified in Exhibit 1: Aquatic Facility Locations for Aquatic Facilities (hereinafter "Facilities"). The City and Operator may be referred to collectively as "Parties" or in the singular as "Party" as the context requires.

City, for and in consideration of the rents, covenants, and agreements contained herein to be performed by Operator, does hereby enter into this agreement with Operator for certain areas together with the facilities and improvements located thereon which are located within the City of Stockton and outlined on the attached list of facilities and maps marked Exhibit 1 for the purpose of operating swimming pools and additional activities associated with conducting a summer swimming program.

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

ARTICLE 1: TERM AND TERMINATION.

Term. The term of this Agreement is for one (1) swim season commencing on date attested above and terminating on December 31, 2026.

Termination by Operator. Operator may terminate the Agreement with thirty (30) days written notice to the City ("Termination Notice"). Operator may not issue a Termination Notice from one hundred and twenty (120) days before the first day of any swim season through swim season closeout, as detailed in Article 5.

Breach of Obligations by Operator; Right to Cure. In the event the City determines the Operator has substantially failed to fulfill the obligations as provided under this Agreement, City shall provide Operator with written notice detailing specific obligations which City claims Operator has failed to fulfill and notifying Operator that it is deemed to be in breach of the Agreement ("Notice"). If the breach is not cured within the time specified in the Notice, or if the City and Operator cannot agree on a schedule for curing the breach, the Agreement will be deemed terminated on a date specified by City which will be no sooner than ten (10) days from the date of issuance of final notice. In the event this Agreement is terminated by City, Operator shall promptly cooperate with the transition of the Facility to City according to all applicable laws and the terms of the Agreement.

Termination Due to Catastrophic or Natural Disaster. If, because of any catastrophic or natural disaster, it becomes impossible for Operator to render services and perform under this Agreement, City and Operator shall meet to discuss termination, closure and transition of the Facility to the City within ten (10) days of catastrophic cause, or as soon thereafter as practical.

Vacation of Premises. Operator agrees to fully vacate the Facilities 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 in the

event of a violation of Operator's part of any of the terms or conditions hereof.

ARTICLE 2: DEFINITIONS.

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

"Agreement" means this facilities management agreement.

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

"Director of Community Services" means the Director of Community Services of the City of Stockton, CA or the Director's designee.

"Facilities" means the pool facilities and improvements, located at the related aquatic sites in Stockton, California, also collectively known as the aquatics facilities and as identified in Exhibit 1: Aquatic Facilities Locations.

"Fiscal Year" means the one-year period from July 1 through June 30.

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

"Operator" means the operator the aquatic facilities listed in this Agreement.

"Parties" means Operator and City of Stockton.

"Prevailing Wage" means 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 sections 1720, 1720.2, 1720.3, 1720.4, and 1771.

"Reports" means all reports identified, including miscellaneous, weekly, and monthly reports for facility to be prepared by Operator as set forth in Article 5 and Exhibit 8: Scope of Services.

ARTICLE 3: COMPENSATION AND REVENUE.

Compensation. Operator shall receive \$57,000 subsidy for operation of facilities for the term of this agreement, paid upon invoice and receipt of data according to Exhibit 6: Compensation Schedule. Invoices received by Operator shall be paid via City purchase order as follows:

Thirty-three percent (33.33%) of the contract amount shall be paid within thirty (30) days of receipt of an invoice and submission of the following: a valid business license, approved insurance certificates and endorsements, a program plan, and a signed compliance statement for HR 40 fingerprinting and disqualifying criminal convictions. Payment will be issued via purchase order after the contract has been fully executed and attested

The second 33.33% payment shall be invoiced by the Operator on July 1 and will be paid within thirty (30) days of receipt of the invoice and supporting documentation, including weekly and monthly statistics and reports for May and June.

The final 33.34% payment shall be invoiced by the Operator within fifteen (15) days of the last day of the summer swim season and will be paid within thirty (30) days of receipt of the invoice and supporting documentation, including weekly and monthly statistics and reports for July, August, and September.

For all payments described in this section, the City's obligation to issue payment within thirty (30) days is contingent upon the Operator's submission of all required invoices, reports, and supporting documentation specified herein. If any invoice or supporting documentation is incomplete, unclear, or otherwise requires additional information, the City shall notify the Operator, and the thirty (30) day payment period shall restart upon the City's receipt of all requested additional information or documentation.

Revenue. Operator shall receive 100% of the proceeds from all income producing activities associated with the Facilities, including, but not limited to the following: swim lessons, aquatic program fees, free swim, snack bar sales, special event rentals, fund raising, etc. One exception is rentals to swim teams where percentage of income kept shall be negotiated.

ARTICLE 4: INDEMNIFICATION AND INSURANCE.

Insurance Requirements. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit 2 to this Agreement and shall otherwise comply with the other provisions of Exhibit 2 to this Agreement.

Proof of Insurance. Operator shall provide proof of insurance in the required form to the City's Risk Manager prior to contract attest as evidence that it has complied with the insurance requirements set forth in Exhibit 2.

Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs, attorney fees, and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

Tender of Claims. Operator shall accept tender of any third-party claim submitted to it by City because of Operator's obligation herein within thirty (30) days of such tender.

Use of Contractors/Subcontractors Operator. If the Operator uses Contractors or Subcontractors for performance of its obligations pursuant to this Agreement, the Contractor/Subcontractor agrees to be bound to the Operator and City in the same manner and to the same extent as Operator is bound to the City under this Agreement, including all Indemnification and Insurance requirements. As to any Subcontractor, it shall be as to the extent the Indemnification and Insurance requirements apply to the scope of the Sub-contractor's work. A copy of this Agreement will be furnished to the Contractor and Subcontractor upon request.

ARTICLE 5. MANAGEMENT RESPONSIBILITIES

Management Responsibilities. Operator owes to City the duty to perform its obligations under this

Agreement and to conduct the management, operation, and daily maintenance of the Facilities at all times with integrity and good faith efforts consistent with 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 any material contracts which extend beyond the term of this Agreement and any extensions thereto. Operator shall be responsible and comply with the terms and conditions of this Agreement; operating the Facilities with a full understanding of the standards and guidelines as well as in full compliance with laws, regulations and other legal requirements that apply to the Facilities.

Operator Control of Facilities. After inspection by the County and the City, the Operator takes possession of the Facilities to clean, prepare, and train staff for the current swim season by a day as mutually agreed upon. The final date will be no later than October 31; the exact date shall be mutually agreed upon and confirmed in writing by both parties.

Pre-Season Inspection. Operator shall be prepared for a City final operations inspection of facilities and staff training on Thursday before Memorial Day Weekend in preparation for the Memorial Day weekend opening.

First Day of Swim Season. Operator shall open Facilities for swim season the Saturday of Memorial Day weekend for a full weekend of services before resuming approved weekly Facilities schedule.

Hours of Operation for Each Swim Season. Hours of operation for each aquatic facility shall be mutually agreed upon by the City and Operator in writing prior to the start of each swim season. Any deviation from the agreed-upon schedule requires prior mutual agreement of both parties. Operator shall provide at least twenty-four (24) hours written notice of any proposed change and obtain City approval before implementation.

Memorial Day Weekend. Facilities shall be open Saturday, Sunday, and Monday of Memorial Day weekend. Pool shall then begin the regular June schedule.

Weekly Schedule for Aquatic Locations. Pools shall be open according to a weekly schedule that is mutually agreed upon by the City and Operator in writing. The schedule may be updated from time to time by mutual written agreement of both parties.

Swim Season Close Out. City and Operator will tour and inspect Facilities on the second week of September (or as mutually agreed upon) to complete close out inspection and return keys if appropriate.

Possessory Interest, Taxes, Assessments, Permits, Fines. Operator shall pay all taxes, including possessory interest, assessments, permits, or fines related to all aspects of operation of the Facilities. For clarity, Operator shall pay such costs related to Facilities operations only.

Expense Obligation. Except as set forth elsewhere herein regarding maintenance, repairs, chemicals and the like, Operator agrees to pay 100% of all costs and expenses related to Operator's operation of the Facilities without limitation. In the event the Operator incurs costs related to the operation and use of the Facilities, the City will not be required to pay any part of any such expense, and the Operator shall not have any claim against the City on account of any costs or expenses related to the operation or repair of the Facilities.

Qualified Personnel. Operator shall abide by standards set by City as to the number of supervisory

personnel required at each aquatic location when the pool is in operation. Operator shall use certified lifeguards with training from any reputable trainer and minimum staffing standards in alignment with state requirements, City policy, and as may be mutually agreed upon.

Weekly and Monthly Reports. Operator shall provide the following reports as required:

Programming Plan: Annually, Operator shall provide a program operation plan for City's review and approval to include, but not limited to, general operating hours by day, fees for each type of activity, special events, public use, and any other services generally offered to the public. This shall be provided to City before May 1 of each term, or an alternate date as mutually agreed upon.

Weekly and Monthly Participation Reports: Reports for actual daily use (participants and spectators), number of rentals, schedule of programs, program fees, listing of programs offered. The participant and spectator numbers should be tied to program totals. Note: Statistics should be provided on daily use by activity, summarized in weekly report which correlates to monthly reports. The reports should be updated weekly and available in an online format as mutually agreed upon.

Daily Chemical logs: Operator shall maintain one Chemical log which will report all mandatory activities regarding water quality. Log shall be hourly, kept in a location for water quality vendor to review as needed; copies provided to city weekly during weekly inspection.

Operator Inventory Report: List of Operator owned equipment on site to be provided at season start up inspection and verified at season close inspection, as identified in Exhibit 5: Facilities Inventory

City Inventory Report: List of City owned equipment and materials on site which shall be provided at season start up inspection and verified at season close inspection as identified in Exhibit 5: Facilities Inventory

List of Certificates: Operator shall provide the City with a complete list of all assigned personnel, including copies of all required and valid certifications, no later than seven (7) days prior to the first day of work. Additionally, Contractor shall submit a weekly summary identifying all personnel who worked at the facility during the preceding week.

Pre-Season Site evaluation and Recommendation Report: as further clarified in Exhibit 8: Scope of Service

Post-Season Closure Report: As further clarified in Exhibit 8: Scope of Service

Day to Day Management of Facilities. Operator shall have sole responsibility for the day-to-day management of Facilities operations and programming.

Operational Oversight and Inspection. City reserves the right, at any time and without prior notice, to observe, inspect, monitor, and evaluate the operation of the Facilities and Operator's performance under this Agreement. Such oversight may be conducted by City staff, the City's representatives, consultants, contractors, safety evaluators, or other designees authorized by the City.

Operator acknowledges that the City may conduct announced or unannounced site visits for purposes including, but not limited to, evaluating patron safety, staffing levels, lifeguard

attentiveness, emergency preparedness, customer service, facility cleanliness, operational compliance, and adherence to City policies, industry standards, and the requirements of this Agreement.

Operator shall fully cooperate with such inspections and evaluations and shall provide access to Facilities, personnel, operational records, certifications, logs, and other materials reasonably requested by the City. Nothing in this section shall limit the City's right to take corrective action or require corrective measures if deficiencies or unsafe conditions are identified.

Oversight by Operator. Operator shall provide an agreed upon minimum level of staffing and qualified management to provide the day-to-day management of Facilities as contemplated in this Agreement. Operator shall also establish and provide management policies and procedures to adequately operate Facilities pursuant to this Agreement. Copies of lifeguard certificates, first aid certificates, and Certified Pool Operator certificate(s) for all applicable personnel must be submitted to the Community Services Department prior to the first day of operation. In addition, Operator shall provide a Certified Pool Operator (CPO) to maintain all aspects of pool maintenance including chlorine levels, Ph levels, and equipment for hours of operation. Any changes to personnel or policies should be documented and provided to the City weekly during inspection.

After-Hours Facility Emergencies. For after-hours facility emergencies, Operator shall contact Public Works regarding the emergency via an after-hours phone at (209) 937-8341.

Promotion of Facilities. The City and Operator will actively cooperate to promote Facilities. City and Operator shall work together to promote Facilities through City avenues to market activities.

Responsibilities to Operate, Maintain, Permit and Provide Supplies. Except as set forth elsewhere herein regarding maintenance, repairs chemicals and the like, Operator shall be responsible for the management, operation, and routine daily maintenance of the Facilities including but not limited to, full scheduling of programs, staffing, marketing, and daily janitorial maintenance of Facilities, concession sales, rental, and daily cleaning and maintenance of all areas contained within the Facilities.

Operator shall keep facilities in clean and sanitary condition, performing routine daily maintenance, including but not limited to hosing down the pool decks, shower area and bathrooms, routine daily and hourly cleaning of bathrooms and floors, sinks, and toilets, picking up of trash and litter in and around the pool area, and other routine janitorial maintenance (including spot inspections) to insure total cleanliness of the entire Facilities.

City will obtain permits from the San Joaquin County for pool operations. City will obtain permits and inspections, if any, for chemical storage plus any additional permits required to meet City and county or state requirements for the operation of Facilities as contemplated under this Agreement. Operator covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

At the conclusion of this Agreement, Operator is responsible for returning the Facilities to the condition in which it began operations.

New Hire, Recruitment, and Staffing Guidelines. Operator shall hire, supervise, and manage all personnel (paid or volunteer) necessary for the management, operation, and routine daily maintenance of Facilities and shall comply with City's administrative directive with respect to fingerprinting Operator employees and volunteers. 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 City's Administrative Directive HR-40 (Exhibit 3) regarding who must be fingerprinted and what offenses or disqualifiers will prohibit an individual from working at Facilities. 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 start of work. Operator is responsible for all costs of fingerprinting and background check. Any individual who has been convicted of certain criminal offenses (disqualifiers) is not eligible to work at Facilities. The disqualifying criminal convictions are as follows: Any of those offenses identified in Public Resources Code, section 5164 except for Penal Code sections 211, 215, 236, or 240, provided, however, that any individual who has been convicted of violating Penal Code sections 211, 215, 236, or 240 may, in the sole discretion of the Operator or the City, nevertheless be ineligible to work or volunteer at the Facilities under this Agreement. In addition, if any of the Operator's employee(s)/volunteer(s) assigned is/are subsequently found to have a disqualifying conviction, that/those individuals shall be immediately removed from the Facilities and shall not be allowed to perform any further work under this Agreement. If the Operator is subsequently found to have a disqualifying conviction, the contract may be immediately terminated by City. The Operator shall certify in writing to City before the first day of each season of operation that neither the Operator nor any of Operator's employees have been convicted of any of the offenses specified in California Public Resources Code section 5164 or City of Stockton Administrative Directive HR-40.

Signature of Compliance for HR-40. Operator shall confirm, in writing, prior to each swim season (see Exhibit 4: Signature of Compliance for HR40) to City that Operator employees/ volunteers have been fingerprinted and not convicted of any of the offenses specific in California Public Resources Code section 5164 or City of Stockton Administrative Directive HR40, Fingerprinting

Snack Bar Sales. Operator is granted the exclusive right to sell food and merchandise at the Facilities at the sole cost and expense of the Operator. Operator shall retain all revenue from concession sales. Operator shall provide copies of all related concession licenses for City review if requested. It shall be the sole responsibility of Operator to ensure that all food and beverage products sold by Operator, or its concessionaire(s) shall conform to all applicable federal, state and local laws, including the

California Health and Safety Code, and other requirements. Operator is responsible to timely report and pay all sales tax.

Emergency Contacts. Operator shall provide City with emergency phone numbers of key staff and Board Members. Operator shall ensure that City representatives could communicate with said persons twenty-four hours a day when emergency conditions occur.

Facility Use Agreements. Operator shall be responsible for entering into Facility Use Agreements with all renters and users of the Facilities for aquatic and rental activities. Operator shall be responsible for developing the form of each Agreement and complying with all requirements established by City Risk Services and contract compliance requirements for users of the Facilities.

Compatible Use. Operator agrees not to make use of Facilities and property in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Facilities as they are intended and according to the terms and conditions of this Agreement and general use of an Aquatic Facilities.

Sponsorship of Programming. The Operator has the right to establish a sponsorship program for operational activities at each location to offset the cost of those programs. Sponsorships can be identified on flyers, websites, and banners. Any publication of sponsorship should identify and provide limiting language that the activities are supported by the sponsor. City and Operator can work together to find mutually agreeable language for sponsors.

ARTICLE 6. MAINTENANCE, JANITORIAL, AND SECURITY OF FACILITIES

Acceptance of Conditions of Facilities. Operator accepts the Facilities and all equipment hereunder in their present 'as is' condition, without warranty by City or any duty or obligation on the part of the City to maintain the facilities other than as set forth herein. At the end of the term of this Agreement or its earlier termination, Operator shall surrender to the City, the Facilities in the same condition as when received, less reasonable use and wear and tear, damage caused by an act of god or by the elements excepted. Operator shall remove all equipment and personal property of the Operator, except, however, the City may approve, in writing, any deviation from this requirement. If Operator fails to remove its property after notice by City, Operator agrees that City may remove said property and bill the cost of removal and/or storage, if necessary, to Operator, who agrees to be responsible for such costs.

Improvements. Operator is not granted permission to construct improvements on the Facilities.

Janitorial Services, Maintenance, and Security of Facilities. Operator shall be responsible to supervise the safety and sanitary conditions of their use of the Facilities and shall remedy without delay any unsafe, dangerous, or unsanitary conditions therein (except that City shall be responsible for the maintenance, repairs and chemicals as described below). If there are any safety or security issues related to water quality or equipment, Operator shall promptly notify the City of any concerns. In addition, Operator shall be responsible for the daily routine maintenance and housekeeping of the facility and all adjacent areas, keeping them in a safe, clean, wholesome, and good condition, and sanitary condition. Operator shall always ensure that during the term of this Agreement that Facilities 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 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. City agrees Operator has no responsibility for any repairs, maintenance, or work to the Facility including but not limited to repairs to any building, fixtures, equipment, plumbing, electrical or mechanical systems, landscaping, or roadways.

Utilities and Water. City is responsible for and agrees to pay for all utilities (inclusive of gas, propane, electric, water, sewage, wastewater, discharge fees, charges, inspections, reports, communication, and related costs) utility use, including connections and upgrades for Facilities. City is responsible for payment of all charges, reports, inspections, fees, service charges, and other requirements related to the use permits, licenses, and permit requirements. Operator agrees that all water usage and regulations in connection with these Facilities be monitored and adhered to by the Operator. Operator shall immediately contact Municipal Utilities and Community Services Departments if there is any discharge or release of water or materials into the storm drains at Facility.

Operations, Permits, Licenses. Operator shall, for the conduct of operations of Operator's operations under this Agreement and at its sole expense, obtain and maintain in full force and effect throughout the Term and any extension thereof, all applicable permits and licenses which may be required by any law, including administrative regulations, regulatory requirements, regarding Operator operational requirements. Including without limitation, a City business license.

All users of the Facilities shall be required to adhere to all City and Operator terms and conditions, procedures, rules, and regulations now and hereafter adopted by City for use and control of the Facilities. Operator shall conform to and enforce all rules and regulations now and hereafter adopted for the use and control of the Facilities. This includes all local and state requirements for recreation, health, and public safety.

Operator shall have sole responsibility for enforcing all applicable rules and regulations, including being responsible to ask those individuals who are in violation of the rules to leave the premises immediately.

Operator shall be responsible to report, file and pay all sales and use taxes. The City reserves the right to review all sales and use tax returns.

State of California and San Joaquin County Hazardous Materials Storage, Reporting, and Safety Plan Requirements. Operator shall train all staff to be familiar with the California Environmental Reporting System (CERS) requirements, and to be able and willing to identify any situation that may not or does not meet the state and local requirements for storage of hazardous materials. Operator shall promptly report any concerns to City. The City is responsible for the reporting of hazardous materials and filing of a Business Plan and or a safety plan if required. City may be required to obtain chemical storage permit as required.

Certified Pool Operator/Water Quality Assurance. Operator agrees that a Certified Pool Operator (CPO) shall maintain California Regulatory Title 22 charts and reporting requirements at all facilities and shall coordinate all water quality issues with City and City Contractor for water quality. If a health concern (fecal event, water contamination or issue of concern) occurs, Operator staff shall immediately close the pool, notify all swimmers to exit the water, and not allow the pool to reopen until City and/or water quality vendor notifies Operator the pool is safe for swimming. During the day, if it becomes necessary, CPO shall notify City Water Quality Vendor of any needs or concerns. CPO and lifeguards under the direction of CPO, shall monitor, and appropriately document pool maintenance and water quality/chemistry per direction by City. Water quality records using the form supplied by City shall be filled out according to policy and kept in a key location at the Facilities, copies of the water quality logs shall be turned in according to Article 5 and made available to City and San Joaquin County inspectors upon request. Operating instructions regarding water quality assurance activities may be changed via written notice.

Security. The City is responsible for security services at each of the city pools. The operator shall be responsible for determining the operational security needs of the Facilities, arranging for adequate staff and security for all events at the Facilities. Operator shall maintain copies of all City provided reports on site during current swim season (ex: Security Plan, Evacuation Plan, and other reports as required by City Safety Officer and/or applicable local and state codes).

First Aid and Signage/Equipment/Condition Requirements. City shall be responsible to provide and maintain all required signage, safety equipment, and start up for 10-person first aid kit items. Operator shall be required to maintain first aid supplies in the amount initially provided by City. Operator shall immediately notify the City before Facilities opening if Operator daily pre-opening inspection shows there is a deficiency in signage, water quality standards, safety equipment, or evidence of graffiti, and or vandalism. Operator shall also fill out required incident reports or police reports and provide an electronic copy by end of business day.

Right of Entry, Keys, and Security Codes. Installation of locks and keys will be the responsibility

of the City. City reserves the right to install a security system. Operator shall be provided a copy of City key policies and enforce those rules with employees. Operator shall assign unique employee code to each employee with key carrier rights. City and Operator shall maintain a list of key holders to be turned in to City within three (3) weeks before swim season start. If an Operator employee is terminated, Operator shall receive and return to City all assigned keys upon termination. Operator shall not copy City keys. City shall maintain right to enter to inspect or repair the Facilities. Upon termination of Agreement, Operator shall surrender all sets of keys to the Facilities to City on the final Facilities swim season close out inspection. Failure to maintain internal controls over pool may require the Operator pay for the Facilities to be rekeyed at sole cost of Operator.

Water Quality Maintenance and Supplies. The City through its water quality vendor shall be responsible to purchase/deliver pool chlorine and chemicals for the term of this Agreement. Pool chemicals include algae, acid, stain, and scale treatments. City shall purchase and provide filters for filter breakdown. City shall maintain the ultimate responsibility to maintain water quality standards with the support of Operator during open hours. Operator and City shall work cooperatively to maintain safe water quality standards at all times. City shall be responsible to pay for maintenance related to pool equipment, pumps, filters, etc. City shall be responsible for building and grounds maintenance as defined by fencing, graffiti removal, vandalism, landscaping, and irrigation. Operator shall promptly notify City if any condition occurs during Operator management of Facilities which may affect health and safety of visitors.

Notice of Inspection. If regulatory inspections occur on site, Operator shall immediately notify City of the inspection and outcome.

Notice of Closure. If Operator must shut down Facilities during regularly scheduled hours (as identified in Article 5), Operator must notify the City authorized representative 24 hours prior to proposed closure or immediately after the Facilities are closed.

Notice of Media Contact. If the media arrives on site to report, photograph, or interview, Operator shall immediately contact Director of Community Services (or designee) and the City's Public Information Officer at (209) 937-8827.

Police Reports. Operator promptly notify the Community Services Department if laws are broken, or if theft occurs. Operator shall file related police reports and incidents report in a timely manner and provide an electronic copy by close of business day.

ARTICLE 7. GENERAL PROVISIONS.

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 between City and Operator or its agents, employees, or contractors. Nothing herein contained is intended to be construed as creating or establishing a relationship of partners, or a joint venture between Operator or City. 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 Facilities by virtue of this Agreement. Neither Operator, its principal, nor any Operator employee or volunteer is an employee of City and none are entitled to any of the rights, benefits, or privileges of City employees, including but not limited to medical, unemployment, or worker's compensation. 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.

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; and 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.

No Third-Party Beneficiaries. No person or entity, other than Operator shall be deemed to be a third-party beneficiary hereof, or a third party to the Facilities.

Debt Liability Disclaimer. City will not be liable for any debts or claims that arise from the obligations of the Operator.

Title VI of the Civil Rights Act and Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42USCSection2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities, regardless of funding source.

In performing services under this Agreement, Operator shall not discriminate in the employment or application of employment of employees or in the engagement of any contractors or subcontractors based on race, color, religion, sex, marital status, national origin, ancestry, age, or any other criteria prohibited by law. Operator agrees to comply fully with all applicable federal, state, local laws, ordinances, executive orders, and regulations which prohibit discrimination.

The City of Stockton has a Discrimination and Harassment Policy which is attached and as Exhibit 7: HR15, Harassment and Discrimination Policy. The purpose of the policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

Assignment. Operator may not assign, sublet transfer, or otherwise alienate its rights and obligations pursuant to this Agreement, without written consent of the Director of Community Services, and then only upon such terms and conditions as City may set forth in writing. Operator shall be solely responsible for reimbursing vendors, contractors, employees, and subcontractors.

Reserved Rights. During the term of this Agreement, there shall be and is hereby expressed reserved to City and its agencies, contractors, agents, employees, representatives, or licensees, the right to use the Facilities and Property for all purposes which will not unreasonably interfere with Operator's enjoyment of its rights under this Agreement. City reserves the right to make use of the property for such purposes as it may deem necessary or appropriate, if, and whenever in the interest of its service to customers or the public, it shall appear necessary or desirable to do so. City further reserves the right at all reasonable times, to temporarily enter upon said premises for inspection or other lawful City purposes.

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 95202
 Phone: (209) 937-8212

With copy to: Community Services Director
 City of Stockton
 605 N. El Dorado Street
 Stockton, CA 95202
 Phone: (209) 937-8373

To: Community Services Solutions LLC
 4255 Morada Lane Unit 279
 Stockton, CA 95212
 Phone: (209) 922-8763

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 act 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.

Applicable Law, Resolutions of Disputes, Forum, and Attorney's 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.

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

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.

Integration and Modification. This Agreement represents the entire integrated agreement between Operator and City; 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 Community Services Director. 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.

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.

Language Construction. The Language of each and all paragraphs, terms and/or provisions of this Agreement, shall, in all cases and for all cases and for 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 any status of any person.

Records, Audits, Reports. Operator agrees that City or its designee shall have the right to review, obtain, and copy all records pertaining to the performance of the Agreement. Operator agrees to provide the City any relevant information requested and shall permit City or designee access of its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting/copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purposes of determining compliance with this Agreement. Operator agrees to maintain such records for a period of three (3) years after termination of Agreement. Operator agrees to send annual report to City in May of each year for the term of the Agreement.

Condemnation. If the whole or any substantial part of the Facilities shall be taken by any paramount public authority under the power of eminent domain, then this Agreement shall be terminated as to such Facilities 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 including without limitation all related agreements. 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.

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.

Entire Agreement. This Agreement and any Exhibits attached hereto constitute the sole and entire agreement of the parties hereto with respect to the matters herein and correctly sets for the rights, duties, and obligations of each to the other as of the date first written above. There are no other Agreements or understandings, written or oral, between the parties regarding this Agreement other than those set forth herein. All prior or contemporaneous negotiations, Agreements, and understandings, oral, written, are revoked, cancelled, and rescinded, and are all merged herein and superseded hereby.

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

Exhibit 1	Aquatics Facilities Locations
Exhibit 2	Insurance
Exhibit 3	HR 40, Fingerprinting

Exhibit 4	Signature of Compliance for HR 40
Exhibit 5	Facilities Inventory
Exhibit 6	Compensation Schedule
Exhibit 7	HR15, Harassment and Discrimination Policy
Exhibit 8	Scope of Services

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.

Law Abiding Conduct. Operator agrees that it shall 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 of this Agreement and ordinances and laws governing Operator's use of Facilities.

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 shall immediately notify the City.

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

Digital Signature. The Parties agree that this agreement may be signed with a digital signature, which has the same force and effect of a handwritten signature.

Dispute Resolution. Prior to undertaking any litigation, the Parties shall make reasonable efforts to resolve all disputes informally, including by means of a conference between the senior managers of each Party having authority to resolve the dispute. If any litigation action or proceeding is commenced in connection with this Agreement, the prevailing Party, as determined by the court, shall be entitled to reasonable attorneys' fees (including allocated costs for in-house legal services), costs and necessary disbursements incurred in such action or proceeding.

Public Record Requests. Any documents provided by Operator to City are public records and City may authorize third parties to review and reproduce such documents pursuant to the public records laws and policies including the California Public Records Act. If the Operator receives a public records request, Operator shall immediately forward the request directly to the Director of Community Services.

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 any of the foregoing are beyond the reasonable control of either City or Operator and 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 the 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

the 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 condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfil contractual obligations due to 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.

ARTICLE 8. 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 counterparts constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and first year hereinabove written.

ATTEST:

CITY OF STOCKTON

BY:

for Katherine Roland
KATHERINE ROLAND, CMC, CPMC
CITY CLERK, CITY OF STOCKTON



BY:

Johnny Ford
JOHNNY FORD
CITY MANAGER

APPROVED AS TO FORM:

MARCI A. ARREDONDO
CITY ATTORNEY

COMMUNITY SERVICES SOLUTIONS
LLC

BY: _____

BY:

Rebecca Arnold
Rebecca Arnold