

AMENDMENT NO. 1

LODI UNIFIED SCHOOL DISTRICT  
GENERAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and, LODI UNIFIED SCHOOL DISTRICT, (hereinafter "DISTRICT").

WITNESSETH:

1. WHEREAS, CITY and DISTRICT entered into a General Services Agreement on July 1, 2024 ("Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY and DISTRICT request to amend the scope of services of the agreement and increase the fees by an amount not to exceed \$51,530, for a total not to exceed amount of \$540,530, for one (1) additional Recreation Leader at each of the following school sites; Larson, Vinewood, Lakewood, and Reese Elementary Schools, as set forth in Exhibit 2, attached hereto and made part of; and
3. WHEREAS, DISTRICT agrees to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and DISTRICT have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation,  
hereinabove called "CITY"

LODI UNIFIED SCHOOL DISTRICT,  
hereinabove called "DISTRICT"

\_\_\_\_\_  
SCOTT R. CARNEY  
City Manager

\_\_\_\_\_  
APRIL JUAREZ  
Executive Director of Fiscal Services

Attest:

Approved as to Form:

\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

\_\_\_\_\_  
KATIE O. LUCCHESI  
City Attorney

*Janelli K. Lucchesi*  
*JK for Katie Lucchesi*

# City Of Lodi Parks & Recreation agreement

Final Audit Report

2025-02-06

Created:	2025-02-03
By:	patricia moreno (pmoreno@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7Z9IRGzHcbgY6ekah_X8DzN_ILDodSbE

## "City Of Lodi Parks & Recreation agreement" History

-  Document created by patricia moreno (pmoreno@lodi.gov)  
2025-02-03 - 10:03:23 PM GMT
-  Document emailed to April Juarez (ajuarez@lodi.usd.net) for signature  
2025-02-03 - 10:03:26 PM GMT
-  Email viewed by April Juarez (ajuarez@lodi.usd.net)  
2025-02-03 - 10:04:05 PM GMT
-  Email viewed by April Juarez (ajuarez@lodi.usd.net)  
2025-02-05 - 3:31:24 AM GMT
-  Email viewed by April Juarez (ajuarez@lodi.usd.net)  
2025-02-06 - 6:15:36 AM GMT
-  Document e-signed by April Juarez (ajuarez@lodi.usd.net)  
Signature Date: 2025-02-06 - 5:26:04 PM GMT - Time Source: server
-  Agreement completed.  
2025-02-06 - 5:26:04 PM GMT

EXHIBIT 1  
e  
10/25/24



1305 East Vine St.  
Lodi, CA 95240  
209-331-7121  
LodiUSD.net

## GENERAL SERVICES AGREEMENT

This General Services Agreement ("Agreement") is made as of 07/01/2024, between the **Lodi Unified School District** ("District") and City of Lodi, a Municipal Corporation, by and through its Parks, Recreation and Cultural Services Department ("Contractor") (together, "Parties").

WHEREAS, the District is authorized by Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$114,500 in 2024; and

WHEREAS, the District is in need of those services on a limited basis; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by the District; and

WHEREAS, all of these requirements are met here regarding After School Program and District can contract with Contractor for such services.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide to the District AFTER SCHOOL services, as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").

2. **Term.** Contractor shall commence providing Services under this Agreement upon execution of the Agreement by both Parties, and approval or ratification of the District's Governing Board ("Board"), through 06/30/2025, ("Term"). Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the approval date may be considered as having been done at the Contractor's risk, as a volunteer, unless Agreement is so approved or ratified.

3. **Compensation.** As further set forth in Exhibit "A," District compensation to the Contractor shall not exceed four hundred and eighty-nine thousand Dollars (\$489,000.00), inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Board. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed.

4. **Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or by the Contractor's

agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District.

**5. Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. If Contractor is not a resident of California and is not exempt from withholding, the District shall withhold California income taxes as required by the Revenue & Taxation Code. The Contractor shall still be responsible for payment of all state and federal taxes.

**6. Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

**7. Certifications, Permits, and Licenses.** Contractor represents and warrants to District that Contractor and all of the Contractor Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.

**8. Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

**9. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

**10. Confidentiality.** The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**11. Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that

the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

## **12. Termination.**

**12.1 With Cause by District.** District may terminate this Agreement upon giving a written notice of intention to terminate for cause. Cause shall include:

- 12.1.1** material violation of this Agreement by the Contractor; or
- 12.1.2** any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 12.1.3** Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by the District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

**12.2 Without Cause by the Parties.** The District may, at any time, with or without reason, terminate this Agreement fifteen (15) days written notice and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services satisfactorily completed to date.

**12.3** Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

**13. Mutual Indemnification.** Each Party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expenses (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees, related to the actions and obligations described in this Agreement. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.

**14. Insurance.** The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

**14.1 General Liability.** One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.

General Liability:     \$2,000,000 General Aggregate  
                              \$1,000,000 Personal & Advertising Injury  
                              \$1,000,000 Per Occurrence

**14.2 Automobile Liability Insurance.** One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising from performing any portion of the Services by Contractor.

Automobile Liability: \$1,000,000 General Aggregate  
                              \$1,000,000 Per Occurrence

**14.3 Workers' Compensation and Employers' Liability Insurance.** For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

Workers' Compensation:     Statutory     As required by the State of California  
Employer's Liability:        \$1,000,000 Per Accident for Bodily Injury or Disease

**14.4 Sexual Molestation and Abuse Insurance.** If Contractor will have contact with District students, Contractor shall maintain sexual molestation and abuse coverage with a One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate limit of liability. District may waive this requirement if, in the course of providing Services, the Contractor does not interact with students outside of the immediate supervision and control of the student's parent or guardian or a District employee.

Sexual Abuse or Molestation: \$2,000,000 Aggregate  
                                      \$1,000,000 Per Occurrence

**14.5 Professional Liability Insurance.** Appropriate Professional Liability / Errors & Omissions Liability / Malpractice / Educators Legal Liability insurance appropriate to the Contractor's profession. Claims Made Coverage form is acceptable, however retroactive date must be before the date of the Agreement and insurance maintained for at least three (3)

years after completion of the Services. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

Professional Liability, E&O: \$2,000,000 Aggregate  
\$2,000,000 Per Occurrence

**14.6 Technology Professional Liability Insurance.** Appropriate to the Contractor's profession, with limits not less than \$2,000,000 (or substitute other limits as appropriate to the risk and scope of work) per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Technology Professional Liability: \$2,000,000 Aggregate  
\$2,000,000 Per Occurrence

**14.7 Drone Insurance.** Contractor, as appropriate, shall procure and maintain insurance against claims for injuries to persons or damage to property that may arise from or in connection with the ownership, maintenance, or use of Unmanned Aerial Vehicle. Coverage shall be at least as broad as: Aviation Liability Insurance-on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

Aviation Liability: \$2,000,000 Aggregate  
\$1,000,000 Per Occurrence

#### **14.8 Other Insurance Provisions:**

**14.8.1** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

**14.8.1.1** The District, its representatives, contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of Service and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

**14.8.1.2** For any claims related to the Services, the Contractor's insurance coverage shall be primary insurance and non-contributory and will not seek contribution from the District's insurance or self-insurance and shall be at least as broad as ISO CG 20 01 as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor's insurance and shall not contribute with it.

**14.8.1.3** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

**14.8.1.4** Any insurance proceeds available to Contractor that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the District as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater.

**14.8.2** The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**14.8.3** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

**14.8.4** Contractor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

**14.8.5** Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**14.9 Special Risks or Circumstances.** District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**14.10 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

**15. Limitation of Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.



**16. Compliance with Laws; Effect of Noncompliance.** Contractor shall observe and comply with all rules and regulations of the Board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

**17. Fingerprinting of Employees.** Even if no contact with District students will occur during the Term of this Agreement, Contractor shall complete the Criminal Background Investigation Certification, attached to this Agreement and incorporated by this reference, prior to commencing the Services, certifying Contractor's compliance with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the Board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors and agents of Contractor, and employees and agents of Contractor Parties, regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student. If Contractor is a sole proprietor and it is determined that Contractor will have contact with any pupils, Contractor and all of the Contractor Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 45125.1(h), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. No Services shall commence until such determinations by DOJ and FBI have been made.

**18. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or e-mail transmission, addressed as follows:

**District**  
Lodi Unified School District  
1305 E Vine St  
Lodi, CA 95240  
ATTN - NAME/TITLE:  
Jose Maciel/ESS Coordinator  
EMAIL: jmaciel@lodiUSD.net

**Contractor**  
NAME: CITY OF LODI - P.R. & C.S. DEPT.  
ADDRESS: 230 W. ELM STREET  
LODI CA 95240  
ATTN - NAME/TITLE:  
CHRISTINA JAROMAY / DIRECTOR  
EMAIL: CJAROMAY@LODI.GOV

Any notice personally given or sent by e-mail transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

**19. Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

**20. No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

**21. Integration; Entire Agreement of Parties; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the District's Board. Services shall not be rendered until Agreement is approved.

**22. Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Joaquin County, California.

**23. Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

**24. Intellectual Property.** Any original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the District pursuant to this Agreement ("Intellectual Property") is "work for hire" under the United States Copyright law and shall become the sole property of the District. Contractor shall sign all documents necessary to protect the rights of District in such Intellectual Property, including the filing and /or prosecution of any applications for copyrights. The Contractor, including its employees, and independent subcontractor(s), shall not assert any common law or statutory patent. The Contractor, including its employees

and independent subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the District regarding the Intellectual Property.

**24. Attorney Fees; Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

**25. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**26. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**27. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

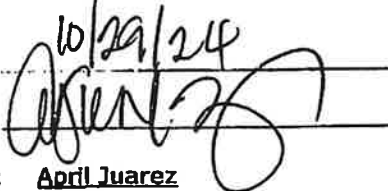
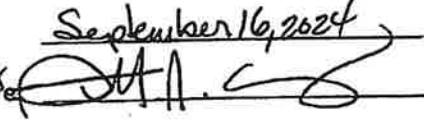
**28. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

**29. Order of Precedence.** The Parties agree that any conflict or inconsistency among the terms contained in this Agreement and any document attached hereto, or referenced herein, shall be resolved in the following order of precedence: (1) the body of this Agreement, (2) any purchase order issued by the District to Contractor, (3) any exhibit or addendum to this Agreement, (4) any quote, bid, proposal, order or service form or any other document issued by Contractor to District and incorporated into this Agreement, and (5) Contractor's standard terms and conditions, if incorporated by reference in any of the aforementioned documents of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Waiver of Subrogation: Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District 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 District has received a waiver of subrogation endorsement from the insurer.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

<p><b>LODI UNIFIED SCHOOL DISTRICT</b></p> <p>Date: <u>10/29/24</u></p> <p>Signature: </p> <p>Print Name: <u>April Juarez</u></p> <p>Title: <u>Executive Director of Fiscal Services</u></p>	<p><b>[CONTRACTOR]</b></p> <p>Date: <u>September 16, 2024</u></p> <p>Signature: </p> <p>Print Name: <u>Scott R. Carney</u></p> <p>Title: <u>City Manager</u></p>
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Attest:  
 Name:   
 OLIVIA NASHED, City Clerk

Approved as to Form:  
 Name:   
 KATIE O. LUCCHESI, City Attorney

<p>License No: _____</p> <p>Address: <u>230 W. Elm Street</u>  <u>Lodi, CA 95240</u></p> <p>Telephone: <u>(209) 333-6742</u></p> <p>Facsimile: <u>(209) 333-0162</u></p> <p>E-Mail: <u>cjaromay@lodi.gov</u></p> <p>Contractor's state of residence: <u>CA</u></p> <p>States in which Contractor is licensed to do business: _____</p>	<p>_____        Employer Identification and/or Social Security Number</p> <p><b>NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.</b></p>
<p>Type of Business Entity:</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Corporation, State: _____</p> <p><input type="checkbox"/> Limited Liability Company</p> <p><input checked="" type="checkbox"/> Other: <u>Municipality</u></p>	

**Exhibit A  
Scope of Services**

**If you will be providing services to multiple school sites at various times during the current Fiscal Year (July 1st, 2024 - June 30th, 2025), please state "various locations and times" in addition to your scope of services below:**

City of Lodi Public Retirement and General Services									
Proposal For LUSD Bridge After School Reading and Support Services									
Lakewood, Lanyon, Aspen, Viewwood, and Victor									
Classification Code (if applicable)	Rate/Position	Rate Number	Steps per Day	Days per Year	Add. Hours	Total Hours	Total	Notes	
Staff Positions per Site									
Lanyon/Lakewood/Aspen @ 4.25	3	\$23.10	3	\$18.47	4.25	181.00	90.00	10870	\$206,610.00
Viewwood/Passo	2	\$23.10	6	\$18.47	5.0/4.0	181.00	90.00	6693	\$134,450.00
Program Coordinators								1000.00	\$27,410.00
5 Hour Coordinator	1	\$26.87						1150.00	\$36,490.00
2-3 hour Coordinators (57542)	2	\$11.10						500.00	\$5,500.00
Sr Admin Clerk	1	\$30.00						500.00	\$20,050.00
Rec. Manager	1	\$55.00							\$ 8,800
Total Staff Benefits									\$ 457,810
Sub Total									
				Totals					
Operational Costs									
Materials and Supplies									\$16,000
Staff Uniforms									\$ 6,000
2 Trainings @ \$500 (per training)									\$ 1,000
Coordinator Cell									\$ 500
Vehicle, Gas, & Maintenance									\$ 8,000
Total									\$ 21,500
Total Operational Costs									\$ 21,500
Total Staffing Cost									\$ 457,310
Grand Total									\$ 468,810
				Totals					
				In-Kind Matches				% Time Factored	
				City Attorney		\$246,681.82		\$7,466.87 1%	
				Human Resources Technician		\$74,679.95		\$29,871.98 40%	
				Human Resources Director		\$170,683.14		\$35,607.41 21%	
				Risk Management Manager		\$170,683.14		\$8,534.16 5%	
				Risk Management Tech		\$74,679.96		\$11,201.99 15%	
				Payroll Technician		\$70,453		\$78,181.12 111%	
				Administrative Clerk		\$43,378.27		\$2,168.91 5%	
				Administrative Analyst		\$70,387.31		\$7,038.73 10%	
				Deputy Director		\$137,029.19		\$20,564.38 15%	
				Information System Specialist		\$80,018.44		\$16,003.69 20%	
				Fleet Services Shop		\$69,051.55		\$10,359.50 15%	
				Total		\$1,207,935.37		\$182,983.66 15%	
				33% In-Kind Needed				\$161,370.20	
Budget Summary for School Year 2024-25 - Bridge Program 5 Sites TOTAL									

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- ❖ By being Insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- ❖ By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

**Check only one of the boxes below.**


<input type="checkbox"/> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
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Date: September 16, 2024

Contractor: City of Lodi - P.R. & C. S. Dept.

Name and Title: Scott R. Carney - City Manager

Signature: 

Attest:  
Name:   
OLIVIA NASHED, City Clerk

Approved as to Form:  
Name:   
KATIE O. LUCCHESI, City Attorney

(In accordance with Article 5 - commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

**TUBERCULOSIS CLEARANCE**

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor's responsibility for tuberculosis ("TB") clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

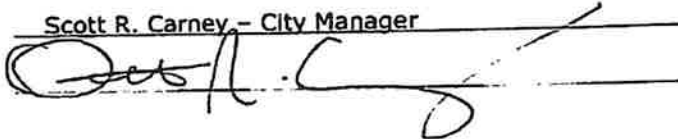
Contractor certifies that the following item applies to the Services that are the subject of the Agreement:


- The Contractor ensures that any person providing any portion of the Services with **more than limited contact** with District students (as determined by the District) has, at no cost to the District, completed a TB risk assessment within the past 60 days, and, if risk factors are identified, has received a TB test in compliance with the requirements of Education Code section 49406. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or
- Contractor shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.



Date: September 16, 2024

Contractor: City of Lodi - P.R. & C. S. Dept.

Name and Title: Scott R. Carney - City Manager

Signature: 

Attest:   
Name: OLIVIA NASHED, City Clerk

Approved as to Form:   
Name: KATIE O. LUCCHESI, City Attorney  


**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) as applicable ("Contractor Parties") shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

- A.  Contractor and the Contractor Parties, if any, shall have **no contact** with District students or shall **only have contact that is under the immediate supervision and control of a District employee or the student's parent/guardian** (as determined by District) at all times during the Term of this Agreement.
  
- B.  The following Contractor Parties **will have contact** with District students outside of the immediate supervision and control of District employee(s) or the student's parent/guardian (as determined by District) during the Term of this Agreement:  
  
\_\_\_\_\_

[Attach and sign additional pages, as needed.]

- If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by Education Code section 45122.1; **OR**
  
- If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 45125.1(h), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.
  
- C.  Contractor and the Contractor Parties are providing the following services:
  - Work Experience Program**. Contractor and Contractor Parties are offering qualifying work experience opportunities for students, or workplace placements as part of a student's Individualized Education Program ("IEP"), and all of the following will be met as part of such participation: (a) at least one adult employee in the workplace during student's work hours has a valid criminal records summary; (b) a District employee will make at least one visitation every three weeks to consult, observe and check in to ensure student health, safety and welfare; and (c) the student's parent/guardian has signed a consent form per Ed Code 45125.1(b)(2)(C). [Ed. Code, §45125.1(b)(2).] **OR**



**Independent Study Program.** Contractor and Contractor Parties provide independent study program services to students under the immediate supervision and control of student's parent/guardian and District has either [check as applicable] \_\_\_\_\_ (a) verified completion of a valid criminal records summary for all Vendor Parties who interact with pupils; or \_\_\_\_\_ (b) District has ensured that parent/guardian has signed a consent form per Ed. Code 45125.1(b)(3)(B) [Ed. Code, §45125.1(b)(3).]

**No Services shall commence until all documentation is submitted, determinations by DOJ and FBI have been made (as applicable), and final approval is received.** Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional Contractor Parties, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new Contractor Parties from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible. Contractor's responsibility for background clearance extends to all Contractor Parties coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

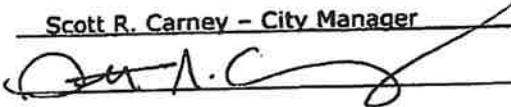
#### CONTRACTOR CERTIFICATION

The undersigned does hereby certify that I am a representative of the Contractor; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contractor's sole responsibility to maintain, update, and provide the District with current "Criminal Background Investigation Certification" information for all Contractor Parties throughout the duration of the Agreement.


Date: September 16, 2024

Contractor: City of Lodi - P.R. & C. S. Dept.

Name and Title: Scott R. Carney - City Manager

Signature: 

Attest:  
Name:   
for OLIVIA NASHED, City Clerk

Approved as to Form:  
Name:   
KATIE O. LUCCHESI, City Attorney (1)

RESOLUTION NO. 2024-142

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING CONTRACT WITH LODI UNIFIED SCHOOL DISTRICT TO PROVIDE COMMUNITY BASED ORGANIZATION (CBO) AFTER SCHOOL STAFF SUPPORT FOR THE BRIDGE PROGRAM AT FIVE LOCATIONS DURING SCHOOL YEAR 2024/2025 (\$489,000)

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WHEREAS, the Lodi Unified School District ("LUSD") is the recipient of a state After School Education and Safety ("ASES") Program grant, which provides funds for after school enrichment for K-8 students participating in LUSD's Bridge Program; and

WHEREAS, LUSD contracted with the City (sub-recipient) to provide these services for the past 17 years and negotiated an agreement for the Parks, Recreation and Cultural Services Department ("PRCS") to do so again for the school year 2024/25; and

WHEREAS, PRCS will offer after school programs by facilitating daily homework assistance and by providing student enrichment and physical activities at five schools in Lodi, including Lakewood, Vinewood, Reese, Larson and Victor Elementary Schools, when school gets out until 6:00 p.m. on scheduled school days.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager or designee to execute a contract in the amount of \$489,000 between Lodi Unified School District (Grantee) and the City of Lodi (Sub-recipient) to provide the Bridge Program at five (5) schools during school year 2024/25; and

BE IT FURTHER RESOLVED pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: September 4, 2024

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I hereby certify that Resolution No. 2024-142 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 4, 2024, by the following vote:

AYES: COUNCIL MEMBERS – Bregman, Hothi, Nakanishi, Yopez, and  
Mayor Craig

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

*Olivia Nashed*

OLIVIA NASHED  
City Clerk

2024-142

