

GENERAL SERVICES AGREEMENT

Fiscal Year 2025-2026

This General Services Agreement ("Agreement") is made as of July 1st, 2025, between the **Lodi Unified School District** ("District") and City of Lodi, a Municipal Corporation, by and through its Parks, Recreation and Cultural Services Department (PRCS) ("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, per adjusted mandatory bid limits;

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;

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 June 30th, 2026 ("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 any/all purchase orders that are utilized by this Agreement, 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

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. Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by the District Parties where

such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of the Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District Parties shall have the right to accept or reject any legal representation that the Contractor proposes to defend the indemnified parties.

14. Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance. If an additional umbrella insurance policy must be added to meet the coverage requirement, Lodi USD must be listed as additional insured:

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. The District may waive this requirement if, Contractor will not use an automobile for any phase of the work performed by this agreement.

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.

Does your business have employees? Yes, we have employees

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.

Will the Contractor in the course of providing services, interact with students outside of the immediate supervision and control of the student's parent or guardian or a District employee? (Education Code 45125.1)

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

Will the vendor in the course of providing services, interact with students outside of the immediate supervision and control of the student's parent or guardian or a District employee?

Yes

14.5 Professional Liability Insurance. Appropriate to the Contractor's profession, 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, appropriate to the Contractor's profession, 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. The District will waive this requirement if, Contractor will not use a drone for any phase of the work performed by this agreement.

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.

- 14.8.6** Waiver of Subrogation: Contractor hereby grants to District 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.

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. Notification. Contractor is required to notify the District by the next working day and submit a written report within seven days of the occurrence of any health or safety related issues, including, but not limited to, issues involving criminal background clearances for employees, building safety, and any event specified such as death of a child from any cause, any injury to a child that requires medical treatment, any unusual incident or child absence that threatens the physical or emotional health or safety of a child, any suspected child abuse or neglect, epidemic outbreaks, poisonings, fires or explosions that occur in or on the premises, exposure to toxic substances, an arrest of an employee of the Contractor, or any other event as specified by the District.

19. 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:

April Juarez, Exec.Dir.of Fiscal Services

EMAIL: ajuarez@lodiUSD.net

Contractor

NAME: City of Lodi P.R & CS Dept.

ADDRESS: 230 W Elm St.

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.

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

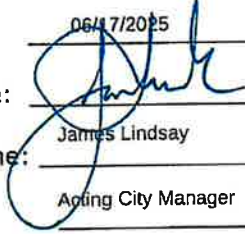
29. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

30. 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]

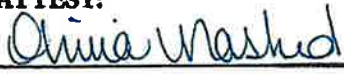
Waiver of Subrogation: Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect 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.

LODI UNIFIED SCHOOL DISTRICT	[CONTRACTOR]
Date: _____	Date: <u>06/17/2025</u>
Signature: _____	Signature: 
Print Name: _____	Print Name: <u>James Lindsay</u>
Title: _____	Title: <u>Acting City Manager</u>
	Are you a current or former employee or Board Member of Lodi Unified School District?

Information regarding Contractor:

I am Not a current or former employee or Board Member of Lodi USD

License No: _____	94-6000361
Address: <u>230 W Elm St.</u>	Employer Identification and/or Social Security Number
<u>Lodi, CA 95240</u>	
Telephone: <u>209-333-6742</u>	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.
Facsimile: <u>209 333 0162</u>	
E-Mail: <u>cjaromay@lodi.gov</u>	
Contractor's state of residence: <u>CA</u>	
States in which Contractor is licensed to do business: _____	
Type of Business Entity: <u>Other</u>	
If Corporation, State _____	
If Other: _____	
Municipality	
	ATTEST:  OLIVIA NASHED City Clerk

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:

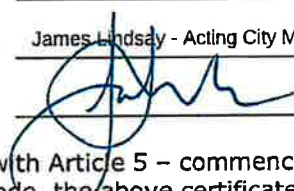
- ❖ By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- ❖ By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to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

Select One Option: Option A	
Option A 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.	Option B I do not employ anyone in the manner subject to the workers' compensation laws of California.

Date: 06/17/2025

Contractor: City of Lodi P.R & CS Dept.

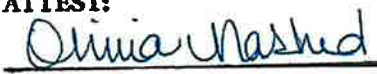
Name and Title: James Lindsay - Acting City Manager

Signature: 

(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.)

Approved as to Form

JANELLE KRAFTIGER
Assistant City Attorney

ATTEST:

OLIVIA NASHED
City Clerk

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.

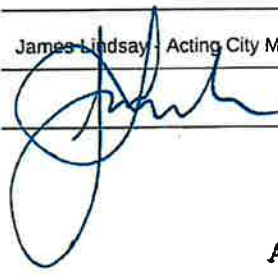
Contractor certifies that the following selection below applies to the Services that are the subject of the Agreement:

Select One Option: Option A	
Option A Contractor will have more than limited contact with District students (as determined by the District) during the Terms of this Agreement.	Option B Contractor shall <u>only have limited to no contact</u> with District students at all times during the Terms of this 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. It is the contractor's responsibility to maintain an 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	

Date: 06/17/2025

Contractor: City of Lodi P.R & CS Dept.

Name and Title: James Lindsay - Acting City Manager

Signature: 

Approved as to Form:

JANELLE KRATTIGER
Assistant City Attorney

ATTEST:

OLIVIA NASHED
City Clerk

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:

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

Select One Option: Option A	
Option A I am a Contractor If Contractor is not a Sole Proprietor, all of the Contractor Parties, 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.	Option B I am a Sole Proprietor If Contractor is a Sole Proprietor, Contractor has 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.

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. If at any time in the course of this agreement, the Contractor has any knowledge of employees associated with this agreement are arrested, the District must be notified immediately.

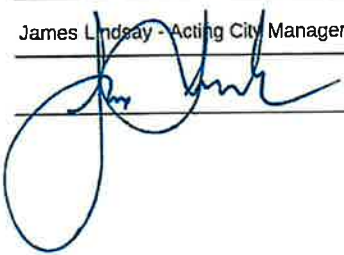
CONTRACTOR CERTIFICATION

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: 06/17/2025

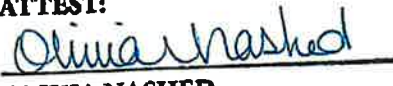
Contractor: City of Lodi P.R & CS Dept.

Name and Title: James Lindsay - Acting City Manager

Signature: 

Approved as to Form:

JANELLE KRATTIGER
Assistant City Attorney

ATTEST:

OLIVIA NASHED
City Clerk

COI must be attached below or this GSA will need to be returned to you

LODI UNIFIED SCHOOL DISTRICT

**CRIMINAL BACKGROUND
INVESTIGATION CERTIFICATION**

**Exhibit A
Scope of Services**

If Contractor will be providing services to multiple school sites at various times during the current Fiscal Year (July 1st, 2025 – June 30th, 2026), please state "various locations and times" in addition to your scope of services below.

Please specify Contractor's scope of services below:



Lodi Unified School District

Bridge Program – Request for Services Proposal

Date: April 17, 2025

To: City of Lodi: PRCS

RE: Request for Service 2025-26

The intent for this proposal is to offer the City of Lodi a Renewal in Partnership with 5 Elementary sites for a total of **181 workdays**. (180 school days + 1 prep day)

* KinderCare Program is designed to support one TK/Kinder Group (not to exceed, 1:10 staff to student ratio) prior to start of the regular Bridge Program.

The Request for Service details for the 2025-26 school year:

<u>School Name:</u>	<u>Toal Workdays</u>	<u>Schedule:</u>	<u>Dismissal Time:</u>	<u>PM-Kinder Care Prog. / Dismissal Time:</u>	<u># of Staff:</u>	<u># of Lead Staff:</u>	<u>Total Partner staff</u>	<u>Staff Work Hrs.</u>	<u>Hrs. Per Staff Day</u>
Lakewood	162	Reg. School Day	2:10 pm	N/A	4	1	5	1:45pm– 6pm (5)	=4.15hrs.
	18	Minimum Day	12:15pm	Yes @ 11:30	4	1	5	12pm–6pm (4) 11:30–5:30pm (1)	=6hrs. =6hrs.
Larson	162	Reg. School Day	2:06 pm	N/A	4	1	5	1:45pm– 6pm (5)	=4.15hrs.
	18	Minimum Day	12:06pm	x	4	1	5	11:45–5:45pm (4) 12pm– 6pm (1)	=6hrs. =6hrs.
Reese	162	Reg. School Day	2:20pm	Yes @ 1:20pm	4	1	5	2pm– 6pm (4) 1pm– 6pm (1)	=4hrs. =5hrs
	18	Minimum Day	12:05pm	x	4	1	5	11:45–5:45pm (4) 12pm – 6pm (1)	=6hrs. =6hrs
Vinewood	162	Reg. School Day	2:25pm	N/A	4	1	5	2pm– 6pm (5)	=4.5hrs.
	18	Minimum Day	12:25pm	Yes @ 11:40	4	1	5	12pm–6pm (4) 11:30 – 5:30pm (1)	=6hrs. =6hrs
Victor	162	Reg. School Day	2:00pm	N/A	3	1	4	1:45pm– 6pm (5)	=4.15hrs.
	18	Minimum Day	12:01pm	X	3	1	4	11:45– 5:45pm (4) 12pm – 6pm (1)	=6hrs. =6hrs

Minimum Days:

Account for a total of **18 minimum days** for the 2025-26 School Yr. / See 2025-26 calendar for exact dates

Training Days:

Account an additional **6 hrs.** to be budgeted for staff trainings.

Friday, July 25, 2025 is considered the first mandatory work-day. 3hr. PD will be hosted by Lodi USD in district boardrooms. A total of 3hrs. will remain for the school year for on-going district & partner training occurring outside reg. workday..

Prep Day:

Monday, July 28, 2025, is staff Prep Day at site. (non-instructional day). Staff may flex work schedule hours on this day not to exceed a total workday of 4hrs.

Specialty Program Guidelines: [Optional] :

Community-based organizations (CBOs) are invited to propose additional specialty programs that enhance the enrichment offerings of our after-school program. Appropriate program types include—but are not limited to—dance, visual arts, music, theater, cultural arts, spoken word, media production, STEAM-based projects, and other creative or skill-building experiences that support youth development. Proposed programs should be designed to run once or twice per week for a minimum of 6–8 weeks and scheduled within the existing after-school program hours (typically between 3:00–6:00 PM, Monday through Friday). Programs should be age-appropriate, engaging, and inclusive for diverse student populations. All proposals must include a clear description of the program, targeted age groups, schedule availability, and staffing plan.

Any proposed costs for these specialty services must be listed as a separate, stand-alone line item within the proposed budget. Final selections will be based on program alignment with student needs, schedule compatibility, and available funding.

Proposed Budget for Services:

Not to exceed 3% increase for like-services from 24-25 FY

A formal response will need to be provided by **April 25, 2025** accepting or declining the Partnership Proposal. This year's budget is allowing a 3% increase from prior FY for like services.

If your organization accepts, please submit Program Budget Summary **by May 9, 2025** accounting for a full detailed budget. Include a 33% in-kind support summary totaling no less than 33% of total budget.

Roles and responsibilities from partnering organizations: “*Expectations in Partnership*”**Lodi Unified School District will:**

1. Provide a district contact person.
2. Staff each school site with **one** permanent “After School Program Site-Lead” (8hrs. per day) and **two** site-based paraprofessionals for a maximum of 2hrs. Per day.
3. Provide teacher support during the Academic block
4. Provide grant wide coordination including but not limited to project oversight, management of collaborative partners, budget oversight and grant compliance.
5. Provide facilities and assist with supervision of students for various projects.
6. Provide evaluation and/or survey as required by grant.
7. Facilitate all school – home parent communication including discipline.
8. Provide financial compensation for services as agreed upon in District Service Agreement.

Community Based Organizations (CBO's) will:

1. Develop program objectives and budget in accordance with Partnership Proposal.
2. All CBO staff members who directly supervise students will need to meet the minimum qualifications for an instructional aide, pursuant of board policy: **5148.2**
3. CBO shall complete the Criminal Background Investigation Certification, 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.
4. Provide Test Health Screening for all CBO staff & volunteers prior to being placed at site.
5. Attend quarterly partnership meetings – produce reports & share updates.
6. Provide CBO staff training before placement at site(s) and on-going support.
7. Communicate staffing needs or concerns in a timely and consistent manner to Bridge Management
8. Ensure 100% CBO staffing at assigned school sites
9. Enforce appropriate dress & behavior for CBO staff
10. Report absents or tardy staff
11. Communicate staff coverage, changes, or resignations in advanced
12. Maintain and provide staff attendance and program activities records.
13. Coordinate staff developments and other planning meetings to assist in monitoring the implementation of enrichment & recreation lessons.
14. Assume responsibility for providing tutorial support and planning enrichment & recreational lessons to be delivered during the Enrichment Block.
15. Provide a contact person for CBO responsible to oversee and support the planning, operation, and evaluation of staff employed by the CBO.
16. Contact Person / coordinator(s) to be available between 12pm – 6pm daily for meeting / or avail. to provide site coverage starting at school dismissal.
17. Work collaboratively with LUSD afterschool staff contracted by the district to provide student services at each school site.
18. Provide in-kind support totaling approximately 33% annually
19. Invoice LUSD monthly using approved invoice templates.

For more information on the ELOP Funding & ASES Grant Requirements, Program Description, Purpose and Objective, Frequently Asked Questions, visit : <http://www.cde.ca.gov/ls/ba/as/>

**City of Lodi Parks, Recreation and Cultural Services
Proposal For LUSD Bridge After School Staffing and Support Services
Lakewood, Larson, Reese, Vinewood, and Victor**

Proposed Budget Summary School Year 2025-26 for Bridge Program							Totals
Elementary Sites (5)	Rec Specialist	Rec Leader	Hours per Day	Days per	Add.	Total	Totals
Staff Positions per Sites							
Larson/Lakewood/Victor @ 4.25	3	\$26.74	11	\$21.38	4.25	181.00	11918
Reese	1	\$26.74	4	\$21.38	5.0/4.0	181.00	4211
Vinewood	1	\$26.74	4	\$21.38	4.50	181.00	4483
Program Coordinators							
5 Hour Coordinator JH	1	\$27.92				36.00	941.00
2.0 Hour Coordinator DS	1	\$ 31.10				0.00	362.00
2.5 Hour Coordinator CS	1	\$ 31.10				0.00	362.00
Sr. Admin Clerk	1	\$ 29.00				0.00	200.00
Rec. Manager - Rachel	1	\$55.00				0.00	285.00
Total Staff Benefits							22762
Sub-Total							\$ 4,000
							\$ 549,470
In Kind Matches							% Time Factored
Operational Costs							
Materials and Supplies			\$3,776				
Staff Uniforms			\$ 0				
2 Trainings @ \$500 (per training)			\$ 1000			Recreation Coordinator - Nancy	\$ 91,611 \$ 18,322 20.00%
Coordinator Cell			\$ 500			Administrative Assistant - Patty	\$ 128,826 \$ 15,459 12.00%
Vehicles, Gas, & Maintenance			\$ 2,000			Director - Christina	\$ 286,937 \$ 22,955 8.00%
Total			\$ 7,276			Administrative Clerk PT -Jennifer	\$ 128,826 \$ 21,900 17.00%
						Administrative Analyst - Shawnie	\$ 123,883 \$ 30,971 25.00%
Total Operational Costs			\$ 7,276			Deputy Director - Emerson	\$ 192,547 \$ 44,286 23.00%
Total Staffing Cost			\$ 549,470				
Grand Total			\$ 556,746				
Budget Summary for School Year 2025-26 - Bridge Program 5 Sites TOTAL							
						Total	\$153,893.28
							\$51,297.71
							</