#### 2022 FACILITY USE AGREEMENT STRIBLEY AND ARNOLD RUE MICRO LIBRARIES

This Facility Use Agreement ("Agreement") is entered into and effective on by and between the City of Stockton ("City"), a municipal organization, and Stockton Unified School District ("District") for District's use of Stribley and Arnold Rue Micro Libraries for District Family Resource Program ("Program" or "FRC"). City and District may be referred to collectively as "Parties" or in the singular as "Party" as the context requires.

The City is the owner of the Arnold Rue Community Center and the Stribley Community Center. Those portions of land and improvements, more specifically, the community centers within San Joaquin County, hereinafter 'Site" or "Sites" as the context requires. The City's Community Services - Recreation Division manages and operates the Sites. Within the Sites, specific rooms are exclusively identified as Micro Libraries. The Micro Libraries within the Sites are more particularly described in Exhibit 1 and Exhibit 2 attached hereto. The City's Community Services - Library Division manages and operates the Micro Libraries for the benefit of the Stockton-San Joaquin County Public Library System patrons. The District intends to provide non-library services using Micro Library space for the benefit of District families, according to a schedule described in Exhibit 3 and Exhibit 4. There will be no District access to the Sites, which is inconsistent with this Agreement.

#### Section 1 SCOPE OF SERVICES

1.1 <u>Program Objective</u>: The District will be provided access to Site Micro Libraries for use by District for FRC allowed activities. The City will provide District weekly access to the Arnold Rue and Stribley Micro Libraries on a rotating basis, as set forth in Exhibit 4. The District use of space is intended to:

- Serve as an intermediary between schools and families;
- Assist parents with District paperwork;
- Provide translation services for parent calls to schools; and
- Host parent meetings in person and over Zoom.

1.2 <u>Equipment, Materials, and Supplies Standards</u>: District will supply all their own materials, supplies, furnishings, and equipment needed to carry out the course of their business. The City will not be responsible for any lost or stolen

District property. The City will provide no storage to District. All items used by District will be brought in and removed daily. It will be the responsibility of District staff to carry in and carry out all materials, supplies, and equipment for operations on Sites. District will not use or remove City materials, supplies, or equipment. District staff will be responsible for ensuring that no library materials, computers, or resources are used, damaged, or stolen while using the space. Invoices for damages or lost items will be payable within 30 days of submission.

1.3 <u>Key Personnel Standards</u>: District shall hire, supervise, and manage all personnel necessary for the management operation of the Program. District will provide adequate and qualified staffing and supervision to ensure the Program's operation is maintained in a safe and secure manner. District staff and volunteers will be fingerprinted according to Section 1.4

District will staff the Site with one (1) Parent Liaison and one (1) Community Assistant. In addition, District may provide oversight visits by the Program Director and Social work Assistant.

1.4 <u>Fingerprinting and Background Checks</u>: District shall review obligations, follow the guidelines, and comply with City's Administrative Directive HR40 with respect to fingerprinting District employees and volunteers. Any individual who has been convicted of certain criminal offenses as set forth in HR 40 shall not be eligible to work or volunteer under this Agreement.

1.5 <u>Behavior Standards</u>: District staff, volunteers, and visitors are on Site to conduct District business in the Micro Library only. District will be responsible for taking appropriate safety measures to ensure the safety of Sites and users and the community impacts of the behavior of staff and visitors. District accepts exclusive responsibility for behavior and conduct of District employees and visitors of FRC. The Community Center Behavior Policy will apply to District personnel, volunteers, and visitors at Sites. Unacceptable conduct of visitors, staff, and volunteers may lead to termination of Agreement. District designee will immediately notify City designee of any incidents onsite. If District is notified by City of any inappropriate behaviors, District will immediately resolve concerns.

1.6 <u>Outcomes and Deliverables</u>: City will evaluate District Program attendance every three months of facility usage to determine if the District Program use of Sites is more valuable than the loss of Micro Library program hours.

## Section 2 COMPENSATION

2.1 <u>Compensation</u>: District will not receive compensation from City for programming on Site. City will not receive compensation for District use of the Site.

#### Section 3 RESPONSIBILITIES OF CITY

3.1 <u>City Sole Control</u>: The City will have sole responsibility for the operation, management, and control of Sites.

3.2 <u>Behavior Policy</u>: The City will provide District with the Community Center Behavior Policy for Sites.

3.3 <u>Check-In/Check-Out Policy</u>: Consistent with current practice, and for safety purposes, City will establish a check-in policy and maintain a daily check-in process for District staff, volunteers, and visitors, which will include a complete list of all District users of Sites. As part of that process, City will maintain a daily sign-in and sign-out sheet for District staff, employees, and visitors.

3.4 <u>Daily Duties</u>: City will provide Daily Use Checklist, and Daily Inspection Checklist for District use to identify any preventative or maintenance issues, safety issues, concerns, or damage.

#### Section 4 RESPONSIBILITIES OF DISTRICT

4.1 <u>Check-in/Check-out Policy</u>: For safety purposes, District staff, volunteers, and visitors will follow the City daily check-in and check-out policy and procedures. In case of an emergency, City staff will be able to use that daily sign-in and sign-out sheet to maintain an accurate count of occupancy and identify all District staff and visitors on Site at all times.

4.2 <u>Entry/Exit:</u> District staff, volunteers, subcontractors, and visitors must enter and exit through the main entrance only.

4.3 <u>Photography/Video</u>: District photography or video is restricted to Micro Libraries. No photography or video shall be allowed beyond the Micro Libraries.

4.4 <u>District Credentials</u>: District staff and volunteers must wear District visible credentials and badges. District visitors must wear a visitor badge at all times.

4.5 <u>Emergency Notification</u>: District staff must immediately notify Site staff if emergency personnel are called by District Staff on Site, including all calls to Fire, EMS, and Police.

4.6 <u>Daily Duties</u>: District will follow daily use checklist and turn in daily inspection sheets. Weekly Inspections will document facility conditions and note pre-existing damage for the week of District use. District will notify City of vandalism, damage, loss of materials, and safety hazards. Requests to modify room layout must be provided by District designee to City designee in writing and approved in writing by City designee seven days in advance of proposed changes.

4.7 <u>Food/Beverages</u>: No food or drink or gum is allowed in Micro Libraries.

4.8 <u>Unlawful Activity</u>: District will not permit any unlawful activity to occur at Site. or Micro Libraries.

4.9 <u>Prohibited activities</u>: No sales, fundraising, special events, microphones, or music, will be permitted on Site or at Micro Libraries.

4.10 <u>No rentals</u>: No rentals or sublease of Micro Library for any other program, project, or use.

If the District would like to reserve a room, District will be required to work with City staff to reserve the additional room\ following the standard City reservation procedures at the Site.

4.11 <u>Maximum capacity and occupancy</u>: District will direct visitors over room capacity to wait outside until check-in is available.

#### Section 5 TERMS AND CONDITIONS OF AGREEMENT

5.1 <u>Time for Commencement and Completion of Services</u>: District may commence Program services on the date first set out in Exhibit 3 and Exhibit 4 and may continue to provide services until the Agreement is terminated, canceled, or modified, as prescribed herein, by City and agreed to by District.

This Agreement shall be effective upon execution and remain in effect until termination or cancelation. Program activities and use of the Site shall be reviewed quarterly by City and District for the purpose of determining feasibility.

5.2 <u>Use Subject to Rules</u>: District use of Sites will be subject to rules set forth by City. District use shall not interrupt Center services.

5.3 <u>Facilities and Property</u>: City agrees to make its Micro Libraries within the Arnold Rue Community Center and Stribley Community Center Sites accessible to District Program families as required for District's performance of its services according to Section 1: Scope of Services and Exhibit 4: Hours of Program Operation and according to the terms and conditions listed herein.

5.4 <u>Family Resource Center Program</u>: The Program shall be the sole responsibility of District, including supervision, administration, and oversight of all Program's activities, operators, and participants. District shall administer all contracts, employment, supplies, and services related to the Program at these Sites and provide City with appropriate supporting documentation. District will be responsible for funding, oversight, ADA compliance, and all other obligations identified in the Agreement.

5.5 <u>Security</u>: City shall be responsible for determining the security needs at the Sites and will arrange for and provide security. City shall supply the equipment, service, and monitoring of fire and burglary alarm systems.

5.6 <u>Janitorial and Custodial Service</u>: City shall provide its standard janitorial and custodial services to the Sites, including Micro Libraries. District shall be responsible for maintaining the safe and sanitary conditions of the Micro Libraries during District use and shall immediately notify City of any dangerous, defective, or unsanitary conditions.

5.7 <u>Access to Sites and Micro Libraries</u>: The City reserves the exclusive right for their employees, agents, and members to control access to Sites at all

ATTACHMENT A

times. District will not be provided alarm codes or keys to Sites and will not be allowed to enter Site without City staff present. District staff, volunteers, and visitors use of Site to conduct District Program business within and restricted to the Micro Library. District agrees staff/volunteers/visitors will not be granted access to any portion of the Center other than the Micro Libraries under this Agreement. District will be provided access to Site by Center staff through the daily sign-in policy and procedure. District will have no right to access the building beyond regular operating hours, and assigned use of facilities according to Exhibit 3 and Exhibit 4. District will follow City Holiday Schedule for scheduled building closures.

5.8 <u>Closure of Sites</u>: City reserves the right to immediately close Micro Libraries or remove employees and visitors if safety or security issues arise. Services on Site will resume at the sole discretion of City. City reserves the right to close Sites for normal operations for local public health or safety emergencies, to establish cooling/warming centers, or provide safe space for residents facing evacuations. District use of Site will immediately stop if Site closure is announced, or if an emergency is called due to natural disasters, activation of public health emergencies if the cooling center or warming centers are activated. If the Center is considered unoccupiable for any reason, including but not limited to due to water intrusion, building emergency, heat or cooling failures, the District will not be provided with an alternate site.

5.9 <u>Micro Library Funding</u>: If City becomes aware of Measure M funded restrictions impacting District use of Sites and Micro Libraries, City will notify District immediately, and this Agreement becomes null.

5.10 <u>License, Permits, and Compliance with Law</u>: District represents that prior to commencing any services under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any other licenses, permits, qualifications, and approval required to practice its profession and perform related services. District shall comply with any and all applicable local, state, and federal laws in the performance of outlined services.

5.11 <u>Relationship of Parties, No Third-Party Beneficiaries</u>: This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third-party beneficiaries to this Agreement. In the exercise of rights and obligations under this Agreement, District acts as an independent contractor and not as an agent or employee of City. City shall not reimburse District for business expenses or supplies and shall not provide District with vacation, pension, insurance, or sick leave.

District shall provide District's own office, tools, and supplies and shall be free to engage in contracts with other persons or agencies, either public or private.

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

5.12 <u>No Discrimination</u>: In performing the services under this Agreement, District shall not unlawfully discriminate in the employment of its employees and the engagement of any subcontractors on the basis of race, religion, color, national origin, ancestry, disability, marital status, pregnancy, medical condition, gender, sexual orientation, or political opinions or affiliation or any other criteria prohibited by law.

5.13 <u>Indemnity and Hold Harmless</u>: To the fullest extent permitted by law, District shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this Agreement.

5.14 <u>Insurance</u>: During the term of this Agreement, District/Contractor shall maintain in full force and effect at its own cost and expense, the insurance coverage as set forth in the attached Exhibit 5 to this Agreement and shall otherwise comply with the other provisions of Exhibit 5 to this Agreement. For purposes of this Exhibit 5, the term Contractor shall mean District.

5.15 <u>Tender of Claims</u>: District shall accept tender of any third-party claim submitted to it by City, as a result of District obligation herein within thirty (30) days of such tender.

5.16 <u>Standard of Performance</u>: All services and/or products of whatever nature that District delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of District and its agents, employees, and subcontractors assigned to perform the services contemplated by this Agreement

5.17 <u>Resolutions of Disputes, Forum, and Attorneys' Fees</u>: California law shall govern any legal action pursuant to this Agreement with venue in the applicable state court or forum for San Joaquin County, Stockton Division and for federal claims in the federal district court for California, Eastern District, Sacramento Division. The prevailing party in any action brought to enforce or construe the terms of this

Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.

5.18 <u>Termination</u>: This Agreement shall continue until terminated as provided for in this section. City may terminate this Agreement at any time by mailing a thirty (30) days written notice to District. District may terminate this Agreement by providing a written notice to City. In the event City shall give such notice of termination, District shall immediately cease rendering services pursuant to this Agreement past the period of performance.

5.19 <u>Amendment</u>: No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

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

5.21 <u>Confidentiality:</u> District shall exercise all reasonable precautions to prevent the unauthorized disclosure and use of City reports, information, or conclusions. District will immediately notify City of any CPRA request that it receives relevant to this Agreement, including its Exhibits. This provision shall not be interpreted as limiting the District's obligations under the California Public Records Act.

5. 22 <u>Notices</u>: All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the District and delivered by facsimile with a hard copy mailed first class, postage prepaid, or when sent by a courier or express services guaranteeing overnight delivery to the receiving party, and addressed to the respective party as follows:

To City:

City of Stockton Office of The City Manager Attn: Harry Black, City Manager Attn: Courtney Christy, Deputy City Manager 425 N. El Dorado Street Stockton, CA 95202 To District:

Stockton Unified School District Office of the Superintendent Attn: Superintendent Attn: Assistant Superintendent Baird 701 N. Madison Street Stockton, CA 95202

5.23 <u>Entire Agreement</u>: This document, including the attachments, contains the entire Agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement.

5.24 <u>Severability</u>: If any portion of this Agreement or its application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

5.25 <u>Headings, Assignment, and Waiver</u>: The headings in this Agreement are inserted for convenience only and shall not constitute a part of it. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. A waiver of any part or any provision of this Agreement, or a waiver of any breach of this Agreement, must be provided in writing and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

5.26 <u>Integration and Modification</u>: This Agreement represents the entire integrated Agreement between District and City; supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties; and may be amended only by written instrument signed by District and City.

5.27 <u>Authority</u>: The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement. This Agreement may be executed in counterparts, including delivery with fax or scanned document, each of which shall be deemed to be an original, and such counterparts constitute one and the same instrument. This Agreement shall take effect after approval by the District Governing Board and once fully executed by the City Manager and attested by the City Clerk.

IN WITNESS WHEREOF, City and District have executed this Agreement as of the date first above written.

## **CITY OF STOCKTON**

ATTEST:

APPROVED:

BY: \_\_\_\_\_ ELIZA R. GARZA CITY CLERK BY: \_\_\_\_\_ HARRY BLACK CITY MANAGER

APPROVED AS TO FORM:

BY: \_\_\_\_\_ DEPUTY CITY ATTORNEY TARYN JONES

# STOCKTON UNIFIED SCHOOL DISTRICT

Iraci Mill 8/24/22 BY:

DR. TRACI MILLER INTERIM SUPERINTENDENT

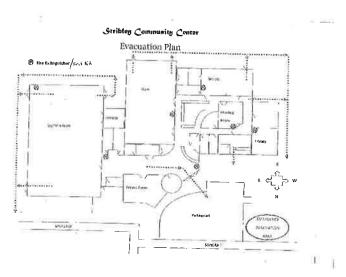
APPROVED AS TO FORM

BY: JACK P. LIPTON PH.D., ESQ. GENERAL COUNSEL



# EXHIBIT 1: STRIBLEY COMMUNITY CENTER SITE & FLOOR PLAN

# Site Plan: Stribley Community Center

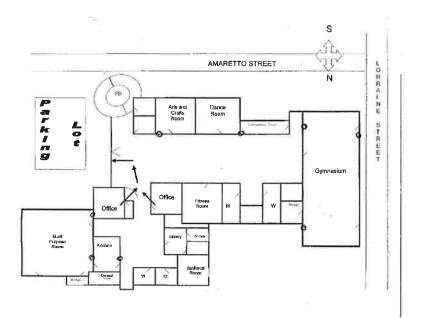






## EXHIBIT 2: ARNOLD RUE COMMUNITY CENTER SITE & FLOOR PLAN

Site Plan: Arnold Rue Community Center



Floor Plan: Arnold Rue Community Center

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## **EXHIBIT 3: HOURS OF OPERATION**

#### 1. Community Center Hours

Day	Open	Close
Monday	9:00 a.m.	8:00 p.m <sub>∗</sub>
Tuesday	9:00 a.m.	8:00 p.m.
Wednesday	9:00 a.m.	8:00 p.m,
Thursday	9:00 a.m.	8:00 p.m.
Friday	9:00 a.m.	7:00 p.m.
Saturday	9:00 a.m.	5:00 p.m.
Sunday	CLOSED	

#### 2. **Program Hours Available in Micro Libraries**

Monday	9:00 a.m.	8:00 p.m.
Tuesday	9:00 a.m.	8:00 p.m.
Wednesday	9:00 a.m.	8:00 p.m.
Thursday	9:00 a.m.	8:00 p.m.
Friday	9:00 a.m.	5:00 p.m.
Saturday	N/A	N/A
Sunday	CLOSED	

The District may not modify the days and hours of service beyond those listed above. Any modification of dates and hours within this scope must be approved in writing by parties. according to Section 5.19

# EXHIBIT 4. DATES OF MICRO LIBRARY USE (Sites will follow City Holiday Schedule for Site Closures)

Weekly Dates		Site Micro Library	
July 5, 2022	to	July 8, 2022	Arnold Rue Micro Library
July 11, 2022	to	July 15, 2022	Stribley Micro Library
July 18, 2022	to	July 22, 2022	Arnold Rue Micro Library
July 25, 2022	to	July 29, 2022	Stribley Micro Library
August 1, 2022	to	August 5, 2022	Arnold Rue Micro Library
August 8, 2022	to	August 12, 2022	Stribley Micro Library
August 22, 2022	to	August 26, 2022	Arnold Rue Micro Library
August 29, 2022	to	September 2, 2022	Stribley Micro Library
September 6, 2022	to	September 9, 2022	Arnold Rue Micro Library
September 12, 2022	to	September 16, 2022	Stribley Micro Library
September 19, 2022	to	September 23, 2022	Arnold Rue Micro Library
September 26, 2022	to	September 30, 2022	Stribley Micro Library
October 3, 2022	to	October 7, 2022	Arnold Rue Micro Library
October 10, 2022	to	October 14, 2022	Stribley Micro Library
October 17, 2022	to	October 21, 2022	Arnold Rue Micro Library
October 24, 2022	to	October 28, 2022	Stribley Micro Library
October 31, 2022	to	November 4, 2022	Arnold Rue Micro Library
November 7, 2022	to	November 11, 2022	Stribley Micro Library
November 14, 2022	to	November 18, 2022	Arnold Rue Micro Library
November 21, 2022	to	November 25, 2022	Stribley Micro Library
November 28, 2022	to	December 2, 2022	Arnold Rue Micro Library
December 5, 2022	to	December 9, 2022	Stribley Micro Library
December 12, 2022	to	December 16, 2022	Arnold Rue Micro Library
December 19, 2022	to	December 22, 2022	Stribley Micro Library
December 26, 2022	to	December 30, 2022.	Arnold Rue Micro Library

#### Exhibit 5. Insurance Requirements

(DISTRICT MOU - Family Resource Center)

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

## MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Instructor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000** per **accident for** bodily injury and property damage. (**Note** – required only if auto is used in performance of work).

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

4. **Sexual Abuse or Molestation (SAM) Liability**: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.

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

# Self-Insured Retentions

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

## **Other Insurance Provisions**

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The City of Stockton, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Instructor including materials, parts or equipment furnished in connection with such work or operations. Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

2. For any claims related to this contract, the **Instructor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, agents, and volunteers. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Instructor's insurance coverage to the sole negligence of the Named Insured.

3. The Insurance Company agrees to **waive all rights of subrogation** against the City of Stockton, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Instructor for the City of Stockton. This provision also applies to the Instructor's Workers' Compensation policy.

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

## Umbrella or Excess Policy

The Instructor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity,

and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Instructor's primary and excess liability policies are exhausted.

#### Acceptability of Insurers

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

#### Verification of Coverage

Instructor shall furnish the City of Stockton with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City of Stockton before work begins. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

## Special Events Coverage for Instructors

Special events coverage is available for an additional fee to provide the liability insurance required by this Agreement. Instructor can obtain additional information and cost from the City of Stockton.

## Special or Low Risk Activities

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. The City of Stockton reserves the right to modify or waive insurance requirements for certain low risk recreational activities.

## **Certificate Holder Address**

The address for mailing certificates, endorsements and notices shall be: City of Stockton Its Officers, Officials, Employees and Volunteers 400 E Main Street, 3rd Floor – HR Stockton, CA 95202