# THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS BOARD ACTION SUMMARY

DEPT: Chief Executive Office BOARD AGENDA:6.B.18
AGENDA DATE: July 31, 2018

#### **SUBJECT:**

Approval of an Agreement with the Gallo Center for the Arts to Use the Sheriff's Video Visitation Center at 801 11th Street for After-School Youth Arts Programs

| BOARD ACTION AS FOLLOWS:  | <b>RESOLUTION NO. 2018-0398</b>      |
|---|--------------------------------------|
|   | , Seconded by SupervisorQlsen        |
| and approved by the following vote,  Aves: Supervisors: Olsen, Chiesa, Withro | ow. Monteith, and Chairman DeMartini |
| Noes: Supervisors: None   |                                      |
| Excused or Absent: Supervisors: None  |                                      |
| Abstaining: Supervisor: None  |                                      |
| 1) X Approved as recommended  |                                      |
| 2) Denied   |                                      |
| 3) Approved as amended  |                                      |
| 4) Other:   |                                      |
| MOTION:   |                                      |

ATTEST: ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

### THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS AGENDA ITEM

DEPT: Chief Executive Office BOARD AGENDA:6.B.18

AGENDA DATE: July 31, 2018

CONSENT: 📈

CEO CONCURRENCE: YES 4/5 Vote Required: No

#### SUBJECT:

Approval of an Agreement with the Gallo Center for the Arts to Use the Sheriff's Video Visitation Center at 801 11th Street for After-School Youth Arts Programs

#### **STAFF RECOMMENDATION:**

- 1. Authorize an agreement with Gallo Center for the Arts, Inc. for use of the Sheriff's Video Visitation Center, located at 801 11th Modesto, CA 95354 for their afterschool youth arts programs for the term of the agreement.
- 2. Authorize the Chief Operations Officer to execute this Agreement or any other agreements or undertake other actions to facilitate the use of the Video Visitation Center for after-school activities by the Gallo Center for the Arts.

#### **DISCUSSION:**

The Gallo Center for the Arts has undertaken an after-school program called the Gallo Center Youth Academy in which student participants participate in various after-school youth arts programs. Youth Arts Education programs were a key component of the plan to create the Gallo Center for the Arts and its partnership with Stanislaus County.

The Gallo Center has recently undertaken a major expansion of its arts education program with the Stanislaus County Office of Education to now include a year-round after school program for elementary school aged children. The Gallo Center Youth Academy will provide year-round performing arts experiences for youth grades 1-6. Offered for nine months of the year (September to May), these one day a week, hour to hour and a half long sessions explore topics including acting, musical theater, playwriting, singing, composition and much more. Sessions are offered four days a week (Monday-Thursday) starting at 3 pm and ending at 7 pm. Session 1, from 3:30-4:30 pm is for youth grades 1-3. Session 2, from 5-6:30 pm is for youth grades 4-6. Maximum capacity for each session is 25 students. Overseeing the sessions will be the Arts Education Manager, one teaching artist and at least one assistant. Performances showcases are held twice a year (December and May) in the Foster Family Theater for family and friends. Additionally, the Gallo Center, in collaboration with the Stanislaus County Office of Education, will produce the summer YES Co performance each year.

This newly expanded program will further the Gallo Center's mission of educating, entertaining and illuminating. To make the program more logistically feasible, the Gallo Center has requested the opportunity to use space in the 801 11th St building which shares its County owned city block. The County is a member of the Gallo Center for the Arts Governing Board and the on-going collaboration between the Center and the County is an illustration of the long-term partnership.

With the use of the County space, adjacent to the Center, when it is not used by the County will allow for children to be dropped off and picked up at the Gallo Center and escorted to their classroom space at the County's neighboring building. Such an arrangement would be consistent with the long track record of partnership between the County of Stanislaus and the Gallo Center.

County staff reached out to the Sheriff's Department to ensure the feasibility of such an arrangement. The Sheriff's Department graciously agreed to the proposal and provided a list of Supplemental Use Terms and Conditions, which County staff have incorporated into the draft Use Agreement. This use agreement will result in no increased cost to the County as the space will be used only when not in use by the Sheriff.

#### **POLICY ISSUE:**

County policy requires Board of Supervisors approval for any contract or agreement where the total cumulative compensation exceeds \$100,000. Although there is no cash compensation for the proposed Use Agreement, the County is being asked to provide an in-kind contribution to its neighbor and partner, the Gallo Center for the Arts.

#### **FISCAL IMPACT:**

This recommended action has no additional fiscal impact to the County.

#### **BOARD OF SUPERVISORS' PRIORITY:**

Approval of the recommended actions supports the Boards' Priorities of *Promoting First-Rate Learning Opportunities* and *Delivering Efficient Public Services and Community Infrastructure* by supporting the Gallo Center's Youth Academy, which provides afterschool arts activities for the County's youth with the over-arching goal to improve the quality of life in our Community.

#### STAFFING IMPACT:

Existing staff in the Chief Executive Office will administer and monitor the agreement with the Gallo Center for the Arts.

#### **CONTACT PERSON:**

Patricia Hill Thomas, Chief Operations Officer, (209) 609-4334

### ATTACHMENT(S):

1. Use Agreement

### USE AGREEMENT (Sheriff's Video Visitation Center)

THIS USE AGREEMENT ("Agreement") is dated June \_\_\_, 2018 between the COUNTY OF STANISLAUS ("County") and GALLO CENTER FOR THE ARTS, INC. ("Licensee").

#### **RECITALS**

A. The County Sheriff Department operates a Video Visitation program in the County owned facility ("Facility") located at 801 11th Street, Modesto California 95354 (a video visitation hall as indicated in <a href="Exhibit A">Exhibit A</a>, "Premises"), which (together with various video and other equipment that is <a href="not">not</a> included in this Agreement) the County uses for adult inmate visitations. Licensee desires to use the Premises for certain youth arts programs and the County is willing to permit such use, subject to the terms and conditions herein.

NOW, THEREFORE, the parties agree as follows:

1. <u>Use</u>. County hereby grants to Licensee the limited right to use the Premises, solely for the uses and during the time periods specified in this Agreement. Licensee hereby accepts the Premises from the County on the terms and conditions set forth herein. These rights include non-exclusive ingress and egress through the portions of the Facility required to access the Premises, and use of the bathroom adjacent to the hall. Licensee acknowledges that other Facility users will use the Premises at other times, and other portions of the Facility at all times.

#### 2. Schedule.

- (a) <u>General</u>. Excepting County holidays, Licensee will have the right to use the Premises during the following times:
  - (i) 3 p.m. to 7 p.m. Monday through Friday from September 1, 2018 through May 31, 2019; and
  - (ii) Such other times as Licensee may request and County may approve in writing in its sole discretion.
- (b) <u>Facility Dark Days</u>. Notwithstanding any other provision of this Agreement, Licensee may not use the Premises on any County holiday, or on any other day where the Facility is closed (without regard to emergency or essential activities).
- (c) Licensee may use the Premises on County holidays with written Permission from the County

#### 3. Security Deposit [None]

#### 4. <u>Limitations and Conditions on Use.</u>

- (a) <u>Licensee Program</u>. Licensee shall use the Premises solely for its youth arts program (the "**Program**"). Among other things:
  - (i) Program student attendees must be registered members of Licensee's program and

- (ii) Program staff shall be present at all times while Program activities are taking place on the Premises.
- (iii) All minors must be properly supervised at all times.
- (iv) Student attendee pick-up and drop-off will take place at the nearly Gallo Center or other off-Facility location, and Program staff will escort all student attendees to and from the Premises.
- (v) Persons who are neither Program staff nor student attendees (such as parents and other guests) may be admitted only by signing in at the desk and at the sole discretion of Facility personnel.
- (vi) At no time shall the maximum number of on-Premises Program student attendees exceed 25, nor shall the total number of persons (staff, student attendees, and any permitted parents or other quests, etc.) exceed 35.
- (vii) Licensee shall provide County with reasonable documentation evidencing compliance with any requirement promptly following any County request.
- (b) Except for ingress and egress and trips to the bathroom(s), all Program activities in the Facility must be limited to the Premises and other approved areas.
- (c) Except as otherwise expressly provided in this Agreement, all aspects of Licensee's Program, including staff, shall be at Licensee's sole cost, risk and expense.
- (d) The Premises contains various video and other equipment (together, "Equipment"), the use of which is not included in this Agreement. While County staff will use reasonable efforts to cover all Equipment before each Program use, County shall incur no liability if it fails to do so, and Licensee shall be fully liable and responsible for any damage to any Equipment during or in connection with any Program use.
- (e) Licensee shall be fully responsible for all acts and omissions of, and all damages and injuries to (and to the property of), all of Licensee's student attendees, staff, parents and other guests, and any other consultants and representatives (together, "Licensee Parties") in connection with the Program and Licensee's activities on the Premises.
- (f) Licensee shall comply with all applicable laws, rules, orders and regulations. Licensee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, that disturbs other Facility users or causes damage to the Facility.
- (g) Except in identifying the Facility's name and location, Licensee may not use the County name or identify the County as a sponsor or participant in the Program in any manner without the County's prior written consent.
- (h) Licensee's use of the Premises shall be subject to the Supplemental Use Terms and Conditions attached hereto as <u>Exhibit B</u> ("**Supplemental Conditions**"). as well as all rules, regulations and requirements applicable to Center visitors generally from time to time ("**Rules**") [*if applicable*], the current version of which are attached hereto as <u>Exhibit C</u>. County may immediately remove or require Licensee to immediately remove from the Center any individual violating any Supplemental Condition or Rule. Without limiting the foregoing:
  - (i) No alcohol or tobacco is allowed.
  - (ii) No firearms, knives, or other dangerous weapons are allowed.

- (iii) Other than guide, signal and seeing-eye dogs, no animals or birds of any kind are allowed.
- (iv) No inflammable, combustible, explosive, hazardous, or asbestoscontaining fluids, chemicals, substances or materials are allowed.
- (i) Licensee acknowledges that the Premises are a small portion of the much larger Facility, and that ordinary course operations of the Facility (including both emergency and non-emergency situations) occasionally require closing or restricting access to certain portions, including the Premises. Licensee will comply with all County and Facility personnel directives during any such times. Licensee's use of the Premises may also be limited or suspended as provided in the Supplemental Conditions. While County will use good faith efforts to notify Licensee in advance of any such action that may adversely impact Licensee's use of the Premises under this Agreement, County offers no assurances that it will be able to do so in any particular circumstance. Specifically, County notes that during such times (in particular), Facility personnel, including personnel who might ordinarily be expected to be attentive to Licensee's use of the Premises under this Agreement, might be involved in other matters. County will have no liability (and Licensee will not be entitled to any refund or reduction in any Licensee Fees) in any such event.
- **Limited County Obligations.** County will use reasonable efforts to clean, maintain and repair the Premises to the same extent as other portions of the Center. Licensee shall promptly notify the County of any perceived deficiencies it encounters.
- **Condition of Premises.** Licensee accepts the Premise on an "AS-IS, WHERE-IS" and "WITH ALL FAULTS" basis. Licensee acknowledges and agrees that there are no representations or warranties regarding the Facility, Premises other than those expressly provided in this Agreement, and that except as expressly provided herein (if any), County has no obligation to provide or pay for any improvement work, maintenance, repairs or other services related to the Premises. Tenant has inspected and hereby approves the condition of the Premises. If upon commencement of any session Licensee believes that the Premises are not in the condition existing upon the commencement of this Agreement, Licensee shall promptly notify County.

#### 7. <u>Licensee Obligations and Responsibilities</u>.

- (a) If Licensee or any Licensee Party causes any damage to the Facility, Premises or Equipment, Licensee shall, at no expense to the County and at County's direction, either (i) promptly replace the damaged property or repair it to the condition existing before the damage, or (ii) pay the County's reasonable costs of doing so.
- (b) Licensee will be fully responsible for the health, safety, security and property of all Licensee Personnel. Except as otherwise provided in the Supplemental Conditions, Licensee and Licensee Personnel shall remove all of their personal property at the end of each session on the Premises, and County shall have no liability or responsibility for any property that is not so removed.

#### 8. Insurance, Indemnity and Waiver of Claims.

During the term of this License, Licensee shall maintain (a) Commercial General Liability Insurance covering the Program and Licensee's operations on the Premises of at least \$2,000,000 per occurrence and \$2,000,000 aggregate, (b) Automobile Liability Insurance with limits no less than \$1,000,000 per accident for bodily injury and property damage.

- (a) and (c) Workers Compensation insurance in amounts required by law and Employers Liability Coverage of at least \$1,000,000 per occurrence (together, "Licensee's Insurance"). Any company writing Licensee's Insurance (other than Workers Compensation/Employer's Liability) shall have an A.M. Best rating of not less than [A-,VIII]. The Commercial General Liability and Automobile Insurance policies shall name as additional insureds the County, the County Office of Education, the County Sheriff's Department and all County Supervisors, officers, agents, departments, officials, representatives, employees, and volunteers (together, "County Parties"). Licensee shall also issue the County a Waiver of Suborgation for the Workers Compensation Policy. All Licensee Insurance policies shall contain endorsements that the insurer(s) shall give County at least 30 days' advance written notice of any cancellation, termination, material change or lapse of insurance. Licensee shall provide County with a certificate of insurance evidencing Tenant's Insurance prior to the date of first use of the Premises.
- (b) Except to the extent caused by the willful misconduct of County or any County Party, Licensee will defend, indemnify and hold County and all County Parties harmless from and against all losses, costs and liabilities, including without limitation personal injury and property damage claims (together, "Claims"), arising out of or relating to the Program, or Licensee's use of the Premises, including without limitation Claims arising from or relating to the County's sole or concurrent negligence. Licensee hereby waives all claims against and releases County and all County Parties from all claims for injury to or death of persons, damage to property or loss in any manner related to (a) acts of third parties, (b) the bursting or leaking of any tank, water closet, drain or other pipe, (c) the inadequacy or failure of any security or protective services, personnel or equipment, (d) the failure of any utilities, or (e) any matter not within the County's reasonable control. The provisions of this Section shall survive the expiration or termination of this Agreement

#### 9. CASP Disclosures.

- (a) The County does not believe this Agreement is a lease or rental agreement. Nevertheless, out of an abundance of caution, it is making the disclosures required by California Civil Code § 1938.
- (b) The Premises have not undergone an inspection by a Certified Access Specialist.
- (c) "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
- **10.** <u>Termination</u>. This Agreement may be terminated by either party with 30 days written notice by either party.

- **11. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement will be in writing and signed by both parties.
- **12.** <u>Assignment</u>. Licensee may assign this Agreement only with the County's prior written consent, which may be withheld or delated in County's sole discretion. County may assign this Agreement only to a successor owner of the Facility.
- **13.** <u>Notices</u>. All notices (including requests, demands, approvals or other communications other than ordinary course communications) under this Agreement shall be in writing and shall include the word "NOTICE" in the subject line.
  - (a) Notice shall be sufficiently given for all purposes as follows:
    - (i) When personally delivered to the recipient, notice is effective on delivery.
    - (ii) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
    - (iii) When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery is confirmed by the delivery service.
    - (iv) Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Section.
- (b) Any correctly-addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.
- (c) Addresses for the purpose of giving notice are set forth underneath each party's signature below. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address or fax number, or both, by giving the other party notice of the change in any manner permitted by this Section.
- **Severability.** If one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement; rather, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement, but only to the extent of such invalidity.
- **15.** <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.
- 16. <u>Miscellaneous</u>. This Agreement is made and entered into in the State of California and, to the extent permitted by applicable law, shall be interpreted, construed and enforced in accordance with the laws of the State of California, including its statutes of limitation but without reference to its choice of laws rules. In the event that an action or proceeding is brought by either party hereunder, the parties agree that venue of such action is exclusively in a state court in Stanislaus County, California. Nothing herein is intended to create any third party benefit. Nothing in this Agreement is intended to create a joint venture or partnership between the parties. This Agreement shall be interpreted as though prepared jointly by both parties. Neither

party's failure to exercise any of its rights under this Agreement will constitute a waiver or forfeiture of those rights. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will not be affected. The recitals and any exhibits attached to this Agreement are incorporated by reference as though fully restated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

|     |        |        | _   |       |      |
|-----|--------|--------|-----|-------|------|
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GALLO CENTER FOR THE ARTS, INC.

Name: Lynn Dickerson

Chief Executive Officer

Patricia Hill Thomas
Chief Operations Officer

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"Licensee"

"County"

APPROVED AS TO FORM:

Bv: \_\_\_\_\_

John P. Doering County Counsel

#### **County Notice Address:**

County of Stanislaus Patricia Hill Thomas Chief Operations Officer 1010 10th Street, Suite 6800 Modesto, CA 95354 (209) 525-4380 (phone)

#### **Licensee Notice Address:**

Lynn Dickerson Chief Executive Officer Gallo Center for the Arts, Inc. 1000 I Street Modesto, CA 95354 (209) 338-5015

#### **Exhibits and Schedules**

Exhibit A

**Premises** 

Exhibit B

Supplemental Conditions

party's failure to exercise any of its rights under this Agreement will constitute a waiver or forfeiture of those rights. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will not be affected. The recitals and any exhibits attached to this Agreement are incorporated by reference as though fully restated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

#### **COUNTY OF STANISLAUS**

GALLO CENTER FOR THE ARTS, INC.

| By:  | By:   |
|--|---|
| Patricia Hill Thomas Chief Operations Officer  | Name: Lynn Dickerson<br>Chief Executive Officer |
| "County"   | "Licensee"                                      |
| APPROVED AS TO FORM:   |   |
| By: My Months of the By: My Market Market My | <u> </u>  |
| County Counsel   |   |

#### **County Notice Address:**

County of Stanislaus Patricia Hill Thomas Chief Operations Officer 1010 10th Street, Suite 6800 Modesto, CA 95354 (209) 525-4380 (phone)

#### **Licensee Notice Address:**

Lynn Dickerson Chief Executive Officer Gallo Center for the Arts, Inc. 1000 I Street Modesto, CA 95354 (209) 338-5015

#### **Exhibits and Schedules**

Exhibit A

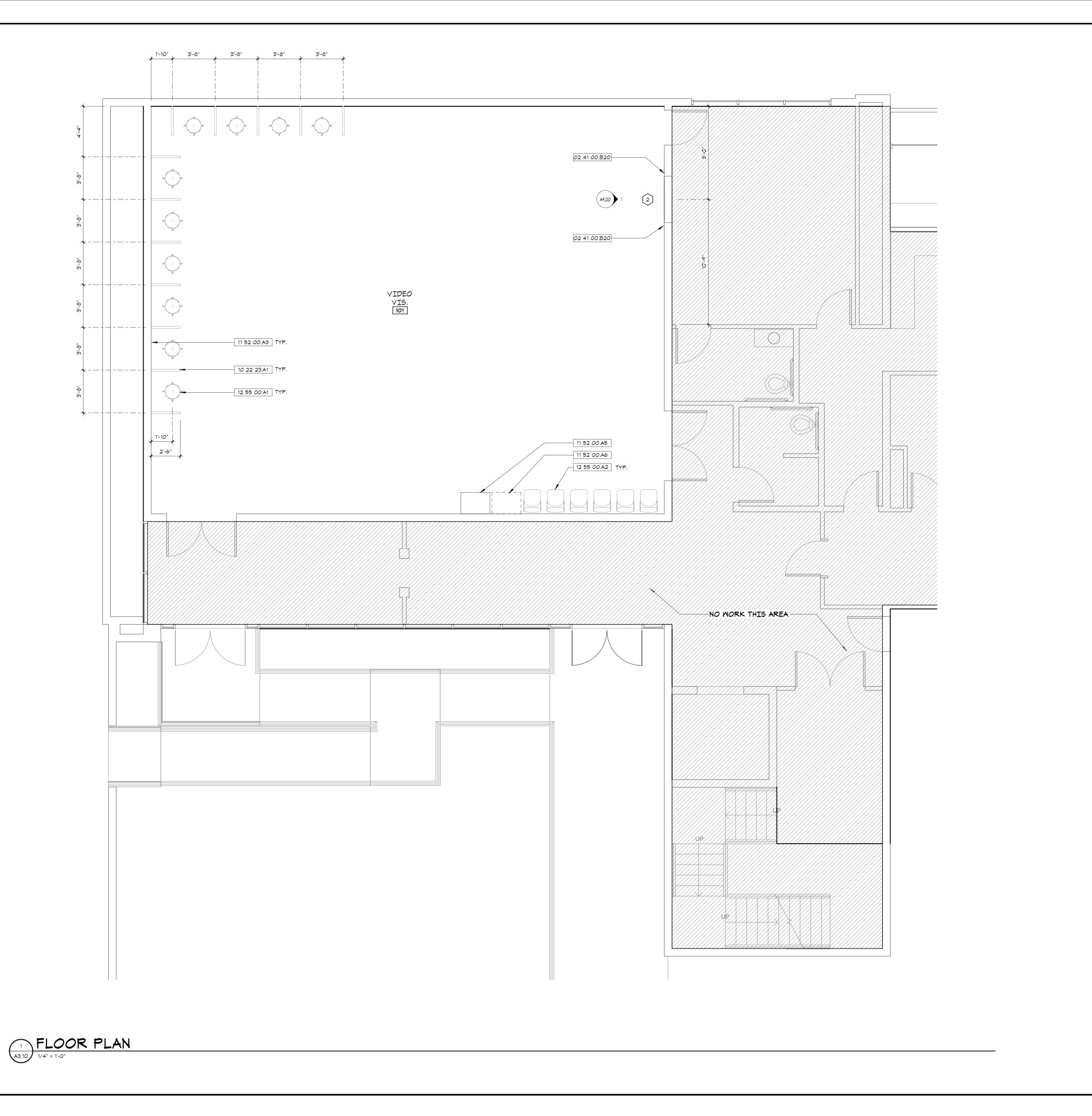
Premises

Exhibit B

**Supplemental Conditions** 

### Exhibit A

## FACILITY DIAGRAM SHOWING PREMISES LOCATION [See Attached]



## LEGEND

EXISTING WALL TO REMAIN

METAL STUD WALL

PARTIAL HEIGHT METAL STUD WALL

101 DOOR REFERENCE NUMBER

MINDOM REFERENCE NUMBER

W1.11 WALL TYPE REFERENCE NUMBER

### KEYNOTES

02 41 00.B20 PATCH, REPAIR & PAINT EXISTING WALLS

10 22 23.A1 WALL PARTITION - BY OWNER, VENDOR INSTALLED - N.I.C.

11 52 00.A3 FLAT SCREEN TV W/ TILT WALL MOUNT SUPPORT - BY OWNER, VENDOR INSTALLED - N.I.C.

11 52 00.A5 SCHEDULING KIOSK, WALL MOUNTED -BY OWNER, VENDOR INSTALLED - N.I.C. 11 52 00.A6 FUTURE KIOSK - BY OWNER, VENDOR

INSTALLED - N.I.C.

12 55 00.A1 FIXED STOOL BY OWNER, VENDOR INSTALLED - N.I.C.
12 55 00.A2 FIXED SEATING PROVIDED AND INSTALLED BY COUNTY - N.I.C.



Architect: LDA Partners, LLP 222 Central Court Stockton, CA 95204 209.943.0405 www.ldapartners.com

Client: Stanislaus County 1010 10th Street, Ste 6800 Modesto, CA 95354 (209) 480-5851

Project: 801 11th Street Modesto, CA 95354 Stanislaus County Remote Video Visitation



Project No.: 492-08-16 Drawn By: WM

Checked By: CN

No. Description

RE-BID 2/23/2017

FLOOR PLAN

A3.10

### Exhibit B

## SUPPLEMENTAL USE TERMS AND CONDITIONS [see attached]



# Stanislaus County Sheriff's Department ADAM CHRISTIANSON - SHERIFF / CORONER

To: Gallo Arts Program

From: Lt. Steve Traverso

Division: Adult Detention Transition

Subject: Supplemental Use Terms and Conditions – Sheriff's Visitation Center

Date: July 20, 2018

This memo is attached to the Use Agreement between the County and Gallo Center for the Arts and contains additional use terms and conditions regarding the Gallo Arts Program utilizing the Sheriff's Visitation Center at 801 11<sup>th</sup> Modesto, CA 95354 for their program activities. The Gallo Arts Program agrees to follow the terms and conditions listed below.

- 1. Gallo Arts staff and participants agree the use of the visitation center is at their own risk and hold Stanislaus County and the Stanislaus County Sheriff's Department harmless of any all liability, claims, repair cost, and attorney fees associated with the use of the visitation center located at the address referenced above.
- 2. Stanislaus County and more specifically the Sheriff's Department is not responsible for any Gallo Arts property stored at the visitation center, which becomes lost, stolen, or damaged. Gallo Arts may keep one lockable cabinet in the visitation center to store paper goods, small items, and non-valuables, at Gallo Arts' sole cost, risk and expense. No program props are to be stored at the visitation center and any items stored at the center must fit within the lockable cabinet.
- 3. Gallo Arts staff and participants understand that use may be limited or suspended at any time when the visitation center is necessary to permit the Stanislaus County Sheriff's Department to administer inmate visitations, or when Sheriff's Department personnel determine it is necessary to protect public safety. However, to the greatest extent permitted by law, neither Stanislaus County nor the Sheriff's Department will have any liability for failing to do so.
- 4. Gallo Arts staff and program participants are not to move, unplug from a power source, or manipulate any Sheriff's Department equipment or furnishings installed or located within the visitation center.
- 5. Gallo Arts staff and participants are not to affix anything to the walls of the visitation center or remove any notices or signs posted by the Sheriff's Department for public notice.

- 6. Gallo Arts staff and participants are not to enter or utilize in any way the staff office inside the visitation center.
- 7. Gallo Arts staff and participants may use the visitor's bathroom located just outside of the visitation center. Two keys will be issued to Gallo Art staff for this purpose.
- 8. Two keys will be issued to Gallo Arts staff for accessing the visitation center.
- 9. The visitation center is to be left in the condition it was found. Gallo Arts staff and participants will ensure the visitation center is reasonable clean and in good condition at the conclusion of program activities. All trash generated by the Gallo Arts Program is to be removed from the visitation center at the conclusion of each program session. No food or drinks are allowed inside the visitation center.
- 10. Gallo Arts staff and participants are not to interfere with or in any way prevent Stanislaus County Housekeeping from completing contracted cleaning duties at the visitation center.
- 11. Gallo Arts staff is to immediately report any lost or stolen keys or damage that occurs to the equipment or furnishings within the visitation center to Patricia Hill Thomas at (209) 525-6333.

Gallo Arts program staff are solely responsible for the keys they are issued to access the visitation center and access the visitor's bathroom. The Gallo Arts Program shall incur the costs to replace cylinders and/or locks for all doors of any lock type where a key has been lost, to maintain the security of the facility.

(a) Issued Keys: 2 – AB123 Keys (facility access) & 2 – AB1234 Keys (bathroom access)

By signing this agreement, Gallo Arts Program staff, listed below, acknowledges they have read and understand the conditions of this agreement. Any violation of this user agreement will result in immediate suspension/loss of privileges and facility access.

| Gallo Arts Staff (Print) | Signature | Date |
|--------------------------|-----------|------|
| Gallo Arts Staff (Print) | Signature |      |
| Gallo Arts Staff (Print) | Signature |      |
| Gallo Arts Staff (Print) | Signature | Date |