

AGENDA REPORT

TO: Jestin D. Johnson

City Administrator

FROM: E. Harith Aleem Jr.

Interim Ass't Director. Parks, Recreation and Youth Development

SUBJECT: Approval For Oakland Feather River

Camp Special Use Permit With USDA and License Agreement With Camps

In Common

DATE: October 16, 2023

City Administrator Approval

Date: Nov 3, 2023

RECOMMENDATION

Staff Recommends That The City Council Adopt The Following Pieces of Legislation:

- 1) A Resolution Authorizing The City Administrator To Negotiate And Execute A Special Use Permit With The United States Department Of Agriculture Forest Service For A 37.58 Acre Real Property Known As The Oakland Feather River Camp Located In Quincy, California, For A 20-Year Term At A Base Rate Not To Exceed Six Thousand Dollars (\$6,000) Per Year With Annual Discounts Based On Priority Individuals Served; And
- 2) An Ordinance (A) Authorizing The City Administrator To Negotiate And Execute A License Agreement With Camps In Common, A California Nonprofit Organization, For Outdoor Programming At The Oakland Feather River Camp Located In Quincy, California, At A Rate Of One Dollar (\$1.00) Per Year, Plus Any Federal Land Use Fees In Excess Of Three Thousand Dollars (\$3,000), For A Five-Year Term With Three Five-Year Options To Renew Without Returning To Council; (B) Making Findings That The License For Below Fair Market Value Is In The Best Interests Of The City; And (C) Making **Appropriate California Environmental Quality Act Findings**

EXECUTIVE SUMMARY

Adoption of the proposed resolution will allow the City Administrator to enter into an agreement with the United States Department of Agriculture Forest Service (Forest Service) for a Special Use Permit to continue the City of Oakland's (City's) use of 37.58 acres of Forest Service land in Quincy California commonly known as Oakland Feather River Camp (OFRC or "the Camp"). The Special Use Permit will be for 20 years and will permit the use of the land for an organized camp for public use.

Adoption of the proposed ordinance will also allow the City Administrator to enter into an agreement with the nonprofit organization Camps In Common (CIC) to license the OFRC for a total of 20 years.

License Agreement With Camps In Common

Date: October 16, 2023 Page 2

BACKGROUND / LEGISLATIVE HISTORY

Oakland Feather River Camp is on the brink of celebrating its 100-year anniversary. The City began operating Oakland Feather River Camp (Attachment A) in 1924 under an agreement with the U.S. Forest Service. In 1995, the City executed a 25-year Special Use Permit (Permit) for the 37.58- acre site located on the outskirts of Quincy, CA in Plumas County to provide continuing summer camp programming for Oakland residents. OFRC has its own updated water supply, sanitary septic system, and various structures, including a kitchen and dining hall, veranda social area, caretaker and staff residences, restrooms, and tent cabins. The City owns all capital improvements at OFRC, as well as several on-site vehicles.

Oakland Parks, Recreation and Youth Development (OPRYD) operated the Camp until the 2003 summer season when, due to budget limitations, the Council reduced OPRYD's funding to cover just the minimum expenses to secure the site. The Camps in Common nonprofit formed and requested authorization to operate the camp to keep it from being closed. Council approved a one-season agreement with CIC to operate the camp in the summer of 2003 pursuant to Resolution No. 77859 C.M.S. (Attachment B), followed by an agreement in 2004 authorizing CIC to continue operating the camp for terms spanning through the 2008 summer season, pursuant to Resolution No. 78424 C.M.S. (Attachment C)

The 2004 agreement eliminated City subsidies and specified CIC as the primary party responsible for overall camp management, operations, maintenance, major repairs, programming, and associated costs from April 15 to October 15 each year. The City's obligations were limited to payment of the annual U.S. Forest Service Special Use Permit (at that time \$3,600); salary for a part-time caretaker to provide general facility maintenance; maintenance of fire suppression equipment; major repairs; utility costs during months when the Camp is closed and payment of utilities in an amount not to exceed \$2,000 per month when the Camp is operational. OPRYD's budget continued to suffer reductions, and with CIC management's desire to hire their own caretaker, the City-funded caretaker position was eliminated by mutual agreement in 2011.

CIC operated the Camp in a holdover capacity until 2014 when Council approved an agreement authorizing CIC to continue operating the Camp for an additional seven seasons pursuant to Resolution No. 85063 C.M.S. (Attachment D) The City is now fully removed from Camp operations but continues to bring underserved youth to OFRC during the summer season through two programs: Town Camp and Art Meets Nature. Adopting the proposed ordinance will provide CIC with a license to continue Camp operations for five years under existing terms with an option to continue for three additional five-year periods.

CIC's operating license expired in 2021, but they have continued to operate OFRC in a holdover capacity, ensuring uninterrupted services to under-represented and at-risk Oakland youth. This proposed Ordinance would enable the City to disburse \$40,000 to CIC for their operation of OFRC during Fiscal Years 2021-22 and 2022-23, which was awarded via City Council Resolution No. 88780 C.M.S. (Attachment E) contingent on the execution of a new license agreement. Further illustrating CIC's commitment to Oakland youth and families, they are also waiting to receive a \$50,000 subsidy grant for Fiscal Years 2021-23 from City Council

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Resolution No. 89376 C.M.S. (*Attachment F*) as well as \$70,000 budgeted in the FY 2023-25 Council President's Budget Amendments.

ANALYSIS AND POLICY ALTERNATIVES

This recommended action advances the Citywide priorities of responsive, trustworthy government and cultural security by ensuring the continuation of an asset enjoyed by the Oakland community for 100 years. Over the past century, the City and Camps in Common have invested significantly in OFRC to ensure the provision of safe, equitable camping experiences for underserved Oakland youth. The Mayor's draft budget for FY 2003-2005 proposed closing OFRC due to significant budget deficits. The Camps in Common nonprofit organization was created in response to this proposed closure for the sole purpose of keeping OFRC open. City Council Resolution No. 77859 C.M.S. (Attachment B), adopted in June 2003, provided authorization for Camps In Common to operate Oakland Feather River Camp during the summer of 2003, and CIC has continued operating OFRC since that date. Due to the remote location, mission, and services provided, Camps in Common is uniquely situated to operate OFRC, and there are no known alternative service providers.

The site has unique amenities due to its long-standing use by the City. Over the past 99 years, the City and CIC have made additions and improvements to the buildings, facilities, and utilities at OFRC, including accessible tents, restrooms, and improved ADA access to the deck. In 2010, City Council Resolution No. 82669 C.M.S. (Attachment G) awarded a \$530,000 contract to CIC for capital improvements that included upgrading the potable well-water and filtration system, increasing water storage and production, upgrading the septic system to code, upgrading the kitchen sanitary sewer system, resurfacing roads and athletic courts, and waterproofing the outdoor deck. The 2010 funding came from a 2008 City Council allocation of \$500,000 of bond revenues from The Regional Open Space, Wildlife, Shoreline, and Park Bond (2008 Measure WW funds) authorized pursuant to Resolution No. 81586 C.M.S. (Attachment H)

FISCAL IMPACT

The City would be responsible for up to \$6,000 in Land Use Fees due to the Forest Service annually, with CIC responsible for any fee that exceeds \$3,000. The Forest Service calculates the Land Use Fee using the following equation: .05 (37.58 acres x Value Per Acre x Annual Adjustment Factor). The current Value Per Acre is \$2,298, and the Annual Adjustment Factor is 1.05289. these figures vary, but under the proposed license agreement with CIC, the City's fiscal responsibility is capped at \$3,000 with CIC shouldering any additional financial obligations exceeding \$3,000.

The Forest Service provides the opportunity to reduce the annual Special Use Permit (Permit) fee by reporting 1) the number of Priority 1 individual with a disability and children at-risk served annually at the property and 2) Priority 2 individuals who participate in youth organized and supervised programs exposing them to outdoor recreation experiences. This fee structure helps to ensure mission alignment with CIC as they are financially rewarded by serving the intended Oakland populations. Conversely, the amount CIC owes annually would be increased by their failure to serve youth and persons with disabilities, while the money owed by the City would remain capped at \$3,000 annually. The City and CIC have agreed to significantly-reduced camp

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use fees offered to OPRYD youth programs. OPRYD takes an estimated 100 Oakland youth to OFRC for a week of camp each summer. OPRYD participants meet one if not both of the Forest Service's priority categories, ensuring a reduced Permit fee. Due to the number of Camp attendees who fall into the Forest Service's Priority 1 and 2 categories, the Adjusted Annual Final Permit Fee has historically been significantly lower than the \$3,000 cap the City retains responsibility for.

Adjusted Final Permit Fee History

<u>Year</u>	Adjusted Final Permit Fee
2019	\$1,957
2018	\$1,870
2017	\$938

Camps in Common would be responsible for any Permit fees in excess of Three Thousand Dollars (\$3,000) per year owed to the U.S. Forest Service. Funds for the City's share of federal Permit fees will be appropriated and allocated in the following: Office Of Parks And Recreation Cultural Advisory Self Sustaining Revolving Fund (1820), Feather River Camp Organization (503260), Project (TBD), Feather River Camp Program (NB06).

Council approval of the Resolution authorizing the Special Permit from the Forest Service is required pursuant to Section 504(I) of the Oakland Charter and the City's Real Estate Ordinance. Under the Charter, the City Administrator, when directed by the Council, shall represent the City in its intergovernmental relations and negotiate contracts for joint governmental actions, subject to Council approval. Under Section 2.41.050 of the Oakland Municipal Code, the City is authorized to lease real property from another entity. All leases of real property by the City must be authorized by a resolution enacted by the City Council, except the City Administrator is delegated the full and complete authority to lease any real property if the rent, lease payments, license fees, or other consideration for the lease does not exceed One Hundred Thousand (\$100,000) over the term of the lease, including any extension periods authorized under the lease, provided that the funds have been appropriated for the lease.

Here, the license of the Special Permit from the U.S. Forest Service constitutes a contract for joint governmental action requiring Council approval, and the Permit fees for the use of real property from the federal government will not exceed One Hundred Twenty Thousand Dollars (\$120,000).

Council authorization of the Ordinance authorizing the license to CIC is required pursuant to Section 219(6) of the Charter and the City's Real Estate Ordinance. Per the Charter, the license or lease of City-owned real property by the City for longer than one year must be authorized by an ordinance enacted by the City Council pursuant to Oakland Municipal Code Section (OMC) 2.42.100. Pursuant to OMC Section 2.42.110, City-owned real property must be licensed or leased for rent or fee, payable in cash or other consideration, equal to or exceeding the property's fair market value, unless the City Council determines that the license or lease of the property for less than its fair market value is in the best interest of the City. In the case of licensees or lessees who provide in-kind services in lieu of cash rent, the value of such in-kind services to the City or the community at large may be considered in making the required Council finding and determination. In-kind services include benefits or values the provider renders to the

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City or the community at large as a result of the tenancy in lieu of payment of cash, including, but not limited to, property security and maintenance, social and cultural benefits to the community, or other appropriate services.

Camps in Common is a nonprofit organization that proposes to continue operating, managing, and overseeing the Oakland Feather River Camp and will provide summer camping opportunities to underserved and low-income Oakland youth residents. As such, the proposed license of OFRC to CIC for less than fair market rent would be in the best interest of the City.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The proposed use of the Property for outdoor programming and summer camp opportunities is exempt from the California Environmental Quality Act (CEQA) pursuant to the following CEQA Guidelines sections 15301 (existing facilities) and 15061(b)(3) (common sense exemption and no significant effect on the environment).

PUBLIC OUTREACH / INTEREST

The proposed action does not involve any changes in use or improvement to Oakland Feather River Camp. Given this, no outreach was deemed necessary for the proposed policy action beyond the standard City Council agenda noticing procedures.

COORDINATION

OPRYD coordinated with the following agencies and groups while developing this legislation and licensing agreement:

- Oakland Office of the City Attorney
- Oakland Contract and Compliance
- Oakland Budget Office
- Oakland Office of the City Administrator
- Oakland Real Property Asset Management Division
- Camps In Common

SUSTAINABLE OPPORTUNITIES

Economic: CIC provides numerous part-time seasonal employment opportunities and employs five full-time staff. The Plumas County economy benefits from the goods and services purchased for OFRC and through dollars spent by OFRC campers.

Environmental: OFRC attendees are instilled with a love of and respect for the natural world. OFRC recycles through the local sanitary district and follows local laws relating to debris disposal. OFRC strives to reduce its environmental footprint by increasing appreciation for our natural surroundings and incorporating environmental awareness and education into programming.

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Race & Equity: OPRYD's Town Camps and Studio One Art Meets Nature Camp provide a rare camping opportunity to underserved and low-income Oakland youth. In 2022, OPRYD provided free or subsidized registration for 151 Oakland youth, many of whom had never before left Oakland or camped. In 2023, OPRYD brought 314 campers to OFRC, 70% of whom reside in the 10 lowest-income zip codes in Oakland. Of the campers who voluntarily self-identified in 2023, 77% identified as BIPOC:

- 71 identified as Multi-Racial
- 65 identified as Asian/Asian American
- 58 identified as African-American/Black
- 27 Hispanic/Latino
- 15 Other
- 7 American Indian/Alaskan Native

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ACTION REQUESTED OF THE CITY COUNCIL

Staff Recommends That The City Council Adopt the Following Pieces of Legislation:

(1) A Resolution Authorizing The City Administrator To Negotiate And Execute A Special Use Permit With The United States Department Of Agriculture Forest Service For A 37.58 Acre Real Property Known As The Oakland Feather River Camp Located In Quincy, California For A 20-Year Term At A Base Rate Not To Exceed Six Thousand Dollars (\$6,000) Per Year With Annual Discounts Based On Priority Individuals Served; And

(2) An Ordinance (A) Authorizing The City Administrator Or His Designee To Negotiate And Execute A License Agreement With Camps In Common, A California Nonprofit Organization, For Use Of A 37.58 Acre Real Property Located In Quincy, California Known As The Oakland Feather River Camp At A Rate Of One Dollar (\$1.00) Per Year, Plus Any Federal Land Use Fees In Excess Of Three Thousand Dollars (\$3,000), For A Five-Year Term With Three Five-Year Options To Renew Without Returning To Council; (B) Making Findings That The License For Below Fair Market Value Is In The Best Interests Of The City; And (C) Making Appropriate California Environmental Quality Act Findings

For questions regarding this report, please contact Felicia Gotthelf, Management Assistant, at 510-671-4657.

Respectfully submitted,

E. Harith Aleem, Jr. Interim Ass't Director, Parks, Recreation and

Youth Development

Prepared by:

Felicia Gotthelf, Management Assistant

Attachments (8):

A: 2024 Oakland Feather River Camp Family Camp FAQ

B: City Council Resolution No. 77859 C.M.S.

C: City Council Resolution No. 78424 C.M.S.

D: City Council Resolution No. 85063 C.M.S.

E: City Council Resolution No. 88780 C.M.S.

F: City Council Resolution No. 82669 C.M.S.

G: City Council Resolution No. 89376 C.M.S.

H: City Council Resolution No. 81586 C.M.S.



OFRC Family Camp FAQ

Updated 10/23/2023



REGISTRATION & SESSION DATES

Can I register if I'm not able to complete the registration form online?

Yes! If you are unable to register online, please reach out to us at <u>Info@FeatherRiverCamp.com</u> or 510-336-2267. Our Registrar will get back to you within 3 to 5 business days and is happy to assist you with registration by phone.

Why have prices increased for Summer 2024?

Due to rising insurance costs, inflation, and increased staffing costs, we have had to increase our rates for the Summer 2024 Family Camp season. We have worked hard to minimize the increase and have expanded our financial assistance (Campership) program (more information provided below) with the intention of ensuring that this change does not prevent any Oaklanders from attending OFRC Family Camp. As always, we are working hard to increase the quality and quantity of our program offerings to ensure OFRC Family Camp provides excellent value to our campers.

How do I receive the 15% new camper discount?

If your family has never attended Family Camp at Oakland Feather River Camp before, you are eligible to receive 15% off your first registration. In order to receive this discount, during registration you must select the New Camper session option when registering for your particular session.

What are the registration rates and fees for each session and what is included in the cost?

Your family's total costs are determined based on the length of the session and the number and ages of the campers in your household (click here to see the rates). Camper registration fees include overnight accommodations, three delicious meals a day, and optional participation in our regular summer camp programming as well as themed programming (see more information about programming below). There is also a Facilities Maintenance Surcharge of \$10 per Tent/Cabin per night. Optional fees include an Electricity Surcharge of \$10 per Tent/Cabin per night if you choose a Tent or Cabin with electricity and an Extra Tent/Cabin Surcharge (\$100 for 3 nights and \$200 for 6 nights per extra Tent/Cabin) if you choose more Tents/Cabins than required for the number of campers in your party.

Are there any other costs at camp?

Our Camp Store is open daily and sells ice cream, refreshments, snacks, and ice as well as OFRC memorabilia and apparel and camp necessities such as sunscreen, toothpaste, water bottles, and flashlights. In addition, we offer a few camp activities and equipment for an extra fee: trail and

pony rides, massages, inner tube rentals, and select arts and crafts supplies for specialized art activities such as ceramics and tie-dye. If you wish, you may set up a camp tab upon arrival to pay for fee-based activities and for your family's purchases at the Camp Store.

What days and times can I arrive and depart?

Arrival days vary depending on the length of your preferred Session, with Session A (6 nights) and Session B (3 nights) arriving on Sunday, and Session C (3 nights) on Wednesday. Sessions A and C depart on Saturday, and Session B departs on Wednesday. For Labor Day Weekend Family Camp, arrival is on Friday and departure is on Monday. Arrival check-in time is typically in the afternoon and departure check-out is typically before lunch to allow sufficient time for our staff to properly clean facilities in between sessions and groups. We will announce specific check-in and check-out times before the start of camp.

Can I arrive or depart on a different day than everyone else? What if I want to stay for longer than one session?

In order to be oriented to session-specific information, all campers in a party should plan to arrive on the day their session is scheduled to begin. Should you register for a longer session and arrive late or depart early, there will be no prorated rates offered. Families who wish to enroll for two consecutive sessions will need to vacate camp during the 24-hour cleaning period.

Can I stay for a different length of stay other than 3 or 6 nights?

We offer 3-night and 6-night sessions, which allows us to both meet popular demand from campers and also streamline our operations to better serve campers. If you would like to stay for 4 or 5 nights, you will need to register for a 6-night session. If you would like to stay for 2 nights, you will need to register for a 3-night session. We are not able to offer pro-rated registration fees.

What if my preferred Session is full? Can I get on a waitlist?

Based on recent camp seasons, we anticipate that some Sessions will fill up quickly and recommend that you register as early as possible. If we are unable to fit you into your preferred Session, you can register for our Waitlist via our CampBrain Registration Portal. If a slot or slots open(s), we will notify families on the waitlist in order, and you will have two business days to accept a spot before we move to the next family on the list. There will be no administrative fees charged for moving weeks due to waitlist opening.

What is the best way to sign up with friends and family who I want to see during a specific week?

We recommend coordinating with your friends and family before registering in order to sign up for the same Session or overlapping Sessions in the same Week. There is a location on the registration form to list the other families that you would like to camp near. If there is not enough room in your preferred Week and/or Session for all of your parties, our Registrar can help explore if there are other options available with room for everyone.

Are you still providing financial assistance through the OFRC Campership ("Camp Scholarship") Program?

Thanks to the support of generous donors, yes! We understand that many families are facing financial hardship for many different reasons. Our campership application is available as part of the <u>registration</u> process, and we hope to award as many camperships as possible. You can learn more by reading our <u>Campership Instructions</u>, and contacting our Registrar if you have any questions. Please note that Camperships are currently available only to Oakland residents and cannot be combined with special promotions other than the Oakland resident discount.

How do Tent and Cabin requests and assignments work?

As always, we will be taking specific tent and cabin requests as a part of the registration form; however, it's possible that the housing unit you usually stay in may not be available during your preferred Session. While we wish we could provide every family with their top choice of tent or cabin, all housing assignments are subject to availability and will be made on a first-come, first-serve basis based on the registration submission timestamp, with priority given to families who register for 6 nights if two families register on the same day for the same housing unit and one is registered for 3 nights while the other registers for 6. We recommend booking as early as possible. Housing assignments will be completed on a rolling basis, and families will be notified once their housing is assigned. We thank you for your patience and understanding as we do our best to accommodate all camper preferences!

Are pets allowed at Oakland Feather River Camp?

Campers are not allowed to bring any animals to Family Camp at Oakland Feather River Camp, with the exception of service animals. Pet dogs, emotional support dogs, comfort animals, and therapy dogs are allowed at Oakland Feather River Camp only during Memorial Day Work Weekend and Labor Day Weekend; they must be registered and approved ahead of time and must adhere to OFRC's Animal Policies. Please see our OFRC Animal Policies for more information, and contact our office at Info@FeatherRiverCamp.com or 510-336-2267 to inquire about service animals.

PAYMENTS, REFUNDS, CANCELLATIONS, & CREDITS

When and how can I pay by registration balance?

For sessions in Weeks 1-6, payment in full is due by May 13, 2024. For Labor Day Weekend Camp, payment in full is due by July 30, 2024. Your credit card on file will automatically be charged for any remaining balance on the balance due date. Payments by check payable to Camps in Common may be sent to: Camps in Common, PO Box 3229, Quincy, CA 95971 (mailed payments postmarked after the balance due date will incur a \$25 late payment fee). To avoid a late payment fee of \$25, make sure to pay your balance by the specified due date. If registering after the balance due date, payment in full is due to finalize your registration. If this is an issue, please reach out to the camp office and we will explore a payment plan.

What is the refund and cancellation policy for 2024?

Please see our registration policies by clicking here.

Can I use my credit from a previous summer instead of a deposit on my registration?

Yes. If you have a credit from a previous summer, you will receive an email prior to registration with a confirmation of your credit balance as well as instructions for using your credit during registration. If you believe you have a credit balance but you did not receive an email, please contact Patrick Dwyer, Office Manager and Camp Registrar, at lnfo@FeatherRiverCamp.com or call our office at 510-336-2267.

PROGRAMMING & FACILITIES

What are the tents and cabins like?

Our cozy, rustic platform tents and cabins are a staple of the OFRC experience. Due to fire marshal requirements, our cabins are limited to 3 twin beds and our tents are limited to 4 cots. Cabins can accommodate up to 4 campers and tents can accommodate up to 5 campers if your family includes young children who can comfortably share a twin bed or cot. During registration, campers can select accommodations with or without electricity, make a request for a specific tent or cabin, and make a request to be near other registered parties.



Platform Tent Exterior



Platform Tent Interior



Cabin Exterior



Cabin Interior

What are theme weeks and how is the camper experience different between the weeks?

Theme Weeks are an important part of OFRC's culture and history, and we are very excited to add a special Centennial Week in Summer 2024 to celebrate Oakland Feather River Camp's 100th anniversary! During theme weeks, we offer programming activities and options that relate to the specific theme. Participation in all of our <u>summer camp activities</u> and special theme week programming is completely optional. Indeed, some of our campers prefer to spend a good chunk of their time at OFRC in an adirondack chair with a good book! Every day of camp offers many activities to choose from, and we hope that however you fill your days will provide opportunities for fun, friendship, relaxation, enjoying nature, and learning something new!

How is Labor Day Weekend Camp different from sessions during Weeks 1-6?

Our Labor Day Weekend Camp is our last hurrah of the summer. While we do not typically have a theme during Labor Day Weekend, this program generally mirrors a typical 3 night session of our Summer Family Camp Weeks — complete with the famous Feather River BBQ! Check out a sample schedule of Labor Day Weekend here.

Is there cell service at camp? What about wifi at camp?

Because of our location at the bottom of a small canyon a bit away from the mountain town of Quincy, most cell service carriers do not work on most of the property. When you arrive, we are happy to show you where in camp people usually get the best signal. And with a short walk or drive out our entrance road, you'll get full bars.

Given our limited access to the internet, we do NOT have wifi available for campers. After a day at OFRC, you won't even miss it! Campers who need internet access often drive or bike to Quincy, which is about 5 miles away. There, you can find several cafes and coffee shops, a library and a laundromat – in addition to a dedicated, shared workplace for those who need to connect (see www.quincycollective.com). Enjoy being disconnected from work, the news and the outside world and truly slow down, relax, and enjoy camp life!

Tell me about these three, healthy and hearty meals you provide each day.

Please note that our menu changes weekly, but this <u>sample menu</u> provides an example of a typical week. We also always have cereal, simple sandwich fixin's and fruit available at all times of the day. Coffee is served until early afternoon, and water, lemonade, iced tea and hot tea are available from sun up until late into the evening.

Can you accommodate my dietary restrictions or preferences?

As long as campers indicate on their registration form that they are gluten-free, vegetarian or vegan, we are able to accommodate these dietary restrictions. We also sometimes are able to accommodate other special diets. We encourage you to share the information on your registration form so we can coordinate with you in advance if we are not able to assist. We also have a separate mini-kitchen – equipped with a refrigerator, sink, stovetop, toaster oven and microwave – for campers to use if someone in your family has a more restrictive diet and you need to bring your own food to prepare. This dietary kitchen is available 24/7 to campers.

HEALTH & SAFETY

Do campers and staff need to be vaccinated or to provide proof of a negative COVID-19 test before arriving at camp? Will we have to wear a mask or face covering while at camp this summer?

Given the communal nature of camp and the unpredictable nature of COVID-19, we will closely monitor case rates and community spread. We will announce our policies for testing, masking and exposure protocols by March 15, 2024. All campers are encouraged to be vaccinated and boosted against COVID-19.

Are medical services available at camp?

Many of our staff are First Aid/CPR certified and can assist with small bumps, scrapes, or bruises. The First Aid Station - centrally located in the heart of camp - also has open Office Hours for our campers throughout the day to assist with basic first aid. Although families are expected to handle their own general medical needs, at least one staff member with advanced medical training (such as a nurse, EMT, or individual who is certified in Wilderness First Aid/Responder) will always be on site and on call during our Family Camp programs in case of an emergency.

In the event of an emergency, the nearest medical facility, Plumas District Hospital, is a 15-minute drive from camp

OTHER QUESTIONS?

If you have other burning questions related to Summer 2024, email <u>Info@FeatherRiverCamp.com</u> and we will get back to you within 3 to 5 business days. Hearing from you will also help us expand this FAQ guide.

OAKLAND CITY COUNCIL

RESOLUTION No. 77859 c. M. S.

ICE OF THE CITY CLERK

INTRODUCED BY COUNCILMEMBER

RESOLUTION AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CAMPS IN COMMON TO OPERATE FEATHER RIVER CAMP DURING THE SUMMER OF 2003 THAT WILL (1) PROVIDE THAT THE CITY SHALL NOT PROVIDE ANY RESOURCES OTHER THAN A CAMP CARETAKER WHICH IS BUDGETED IN THE AMOUNT OF \$75,765 AND AN ADDITIONAL \$10,000 FOR INSURANCE AND (2) THAT CAMPS IN COMMON WILL BE SOLELY RESPONSIBLE FOR ALL

WHEREAS, the City is facing a significant budget deficit and the Mayor's proposed budget for Fiscal Years 2003-2005 proposes to close Feather River Camp; and

OTHER COSTS NECESSARY TO OPERATE THE CAMP; AND (3) REQUIRE THAT CAMPS IN

COMMON OBTAIN INSURANCE ACCEPTABLE TO THE CITY

WHEREAS, Camps in Common, a non-profit organization, desires to operate Feather River Camp and has advised the City that it will be able to operate the Feather River Camp during the summer of 2003 without any funding from the City other than the \$75, 765 already budgeted and allocated for a Camp Caretaker and an additional amount not to exceed \$10,000 for liability insurance and other costs; and

WHEREAS, Camps in Common has advised the City that it will obtain insurance coverage satisfactory to the City and will execute an Operating Agreement with the City requiring such insurance coverage; now therefore, be it

RESOLVED: That the City Manager, on behalf of the City, is authorized to negotiate and execute an Operating Agreement with Camps in Common to operate Feather River Camp this summer; and be it

FURTHER RESOLVED: That such Operating Agreement, at a minimum, shall provide (1) That the City will provide no resources other than a Camp Caretaker, already budgeted in the amount of \$75,765, and an additional amount not to exceed \$10,000 for liability insurance and other costs and (2) That Camps in Common will be solely responsible for all other costs necessary to operate the Camp; and (3) That Camps in Common will obtain insurance in an amount and of the types satisfactory to the City, and shall name the City as an additional insured; and be it

FURTHER RESOLVED: That such Operating Agreement shall provide that Camps In Common will indemnify and hold the City harmless from any and all claims, liability of any kind whatsoever related to the operation of Feather River Camp during the summer of 2003; and be it

FURTHER RESOLVED: That the Operating Agreement shall be approved by the Office of City Attorney and a copy of this resolution shall be on file in the Office of the City Clerk.

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IN COUNCIL, OAKLAND, CAL	LIFORNIA, JUN 0 5 2003	, 2003
PASSED BY THE FOLLOWIN	NG VOTE:	
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NOES-	, b	
ABSENT-		Pol

VILEGE

CEDA FLOYD
City Clerk and Clerk of the Council
of the City of Oakland, California

ABSTENTION~ Ø

OAKLAND CITY COUNCIL

RESOLUTION NO. - 78424 - C.M.S.

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE 1: 23 AN AGREEMENT WITH CAMPS IN COMMON, INC. TO OPERATE FEATHER RIVER CAMP FOR THREE (3) SUMMER SEASONS (2004 THROUGH 2006) WITH TWO (2) ADDITIONAL SUMMER SEASONS (2007 AND 2008) EACH AT THE CITY'S SOLE OPTION

WHEREAS, the City has a Special Use Permit to operate Feather River Camp located on U.S. Department of Agriculture, Forest Service property outside Quincy, California that will terminate in 2020; and

WHEREAS, Camps in Common, Inc. ("CIC") is a local non-profit organization that formed in 2003 to operate Feather River Camp as an alternative to the City closing down the camp operation due to budget constraints; and

WHEREAS, CIC operated Feather River Camp for summer 2003 and based upon unaudited financial reports, CIC had a successful season and operated with a slight profit; and

WHEREAS, staff recommends executing an operating agreement with CIC for three (3) summer seasons (2004 though 2006) with two (2) additional summer seasons (2007 and 2008) with each to be at the City's sole option; and

WHEREAS, the City Council's FY 2004-05 adopted policy budget includes Fund 1010 appropriations of seventy-two thousand nine hundred ten dollars (\$72,910) for Feather River Camp and provides for 1.0 FTE for a Caretaker position and operating and maintenance costs such as facility and City vehicle maintenance and repair, site liability insurance, and annual Special Use Permit payment to the U.S. Department of Agriculture, Forest Service; now therefore be it

RESOLVED: That the Oakland City Council authorizes the City Manager to negotiate and execute an agreement with Camps in Common, Inc. to operate Feather River Camp for three (3) summer seasons from 2004 through 2006 with two (2) additional summer seasons (2007 and 2008) with each additional season to be at the City's sole option; and be it

FURTHER RESOLVED: That CIC will be solely responsible for all other costs necessary to operate Feather River Camp and that CIC will obtain insurance in an amount and of the types satisfactory to the City and shall name the City as an additional insured; and be it

FURTHER RESOLVED: That the agreement shall provide that CIC will indemnify and hold harmless City from any and all claims, actions, or liability of any kind whatsoever related to the operation of Feather River Camp for the term of the agreement; and be it

FURTHER RESOLVED: That the Office of the City Attorney has approved this resolution and a copy will be on file in the Office of the City Clerk.

78424 CMS

IN COUNCIL, OAKLAND, CALIFORNIA, MAR	1 6 2004 , 20
PASSED BY THE FOLLOWING VOTE:	
AYES- PROXIM , BRUNNER, CHANG, NADEL, QUAN, RE NOES- <i>Ø</i>	EID, WAN and PRESIDENT DE LA FUENTE -7
absent- Broks-1 abstention- Ø	ATTEST Elder Tologs
	CEDA FLOYD City Clerk and Clerk of the Council of the City of Oakland, California

AGREEMENT BETWEEN CAMPS IN COMMON AND CITY OF OAKLAND

THIS AGREEMENT, made and entered into thisday of
WITNESSETH:
WHEREAS, the CITY leases property from the U.S. Forest Service located outside Quincy California for the purposes of providing outdoor recreational programming, art and cultural activities in a summer camp environment known as Feather River Camp (FRC); and
WHEREAS, the CITY desires to continue leasing the FRC property for the purposes of providing summer camp programming for Oakland residents; and
WHEREAS, due to budget reductions, the CITY no longer operates FRC but has allocated up to \$72,910 for a caretaker position and minor safety repairs for Fiscal Year 2003-05; and
WHEREAS, CIC is a nonprofit corporation organized and created for the purpose of operating Feather River Camp (FRC) and providing camp programs, art and cultural services at FRC;
and
WHEREAS, on Sthe City Council passed Resolution No. C.M.S. authorizing the City Manager to negotiate and execute an operating agreement with CIC to operate FRC for the 2004 through 2006 summer camp seasons with two (2) additional summer seasons (2007 and 2008) with each to be at the City's sole option; and
WHEREAS, said resolution requires that CIC provide insurance coverage acceptable to the
City's Risk Manager and that CIC be solely responsible for all operating and other costs to operate
FRC; now therefore
IN CONSIDERATION of the mutual promises herein contained the parties do hereby agree to the following terms and conditions:
1. Camp Operation

- Camp Operation
 - A. CIC shall organize, develop, promote and operate FRC.
 - B. CIC shall hire, pay for, and otherwise be responsible for, the employment of all FRC employees, sub-contractors and maintenance staff except for the caretaker. The caretaker shall assist CIC in making minor repairs and maintenance for the duration of this agreement.

Camps in Common Page 2

C. CIC shall use the Feather River Camp name in all publicity, brochures, flyers, posters, and any other written or verbal communications.

- D. City of Oakland shall be named as a co-sponsor in all written promotional, publicity and advertising materials. Exceptions can be made for very small ads where there is insufficient space.
- E. CIC shall pay for all camp supplies, materials, food, utilities and other items necessary for the operation of a summer camp.
- F. CITY shall pay the U.S. Forest Service the annual lease payment in the amount of \$3,600.
- G. In the event that there are major repairs needed during the summer season the CITY shall not be required to pay for such repairs.

2. Agreements

CIC and CITY agree that this Agreement supercedes, extinguishes and voids all previous agreements, oral or written understandings or contracts between the parties hereto.

3. Term of the Agreement

The term of this Agreement is the six month period from April 15th through October 15th (summer season) for 2004, 2005 and 2006. The City may extend this agreement for two (2) additional summer seasons (2007 and 2008) with each additional season at the City's sole option. If at the end of the 2006 season, CIC desires to continue operating the camp for the 2007 season, CIC shall notify the City in writing within 30 days of the end of the season, but no later than November 30, 2006. Similarly, if at the end of the 2007 season, CIC desires to continue operating the camp for the 2008 season, CIC shall notify the City in writing within 30 days of the end of the season, but no later than November 30, 2007. Upon receipt of such notice City shall evaluate camp including, but not limited to, reviewing the performance report described at paragraph 30 herein, and notify CIC of its decision within 60 days.

4. FRC Occupancy

CIC shall have occupancy of the FRC and the right to manage FRC for the term of this Agreement.

FRC Scheduling and Reservations

CIC shall be responsible for scheduling and reserving FRC for any patron or camper, family or other groups and shall collect all camp fees including deposits and reservation fees. City shall refer all potential campers who contact City to CIC's telephone number or CIC's mailing address.

6. Use of FRC by other Groups

Should the FRC be reserved by outside group(s) during the term of this Agreement, CIC shall independently approve and assess any fees for use of FRC.

7. FRC Operations and Usage

Except as otherwise provided in this Agreement, CIC shall be responsible for overall management and operation of the FRC.

CITY shall make available to CIC all areas within FRC, including kitchen, camp office, restrooms, cabins, tents, and any other amenity on leased property. There are ten (10) CITY vehicles (see Attachment B) that CIC is authorized to use only on FRC property.

CIC shall have the use of all camp equipment, furnishings and other personal property owned by CITY and shall return the same in as good condition and repair as received, allowing for reasonable use and wear; and shall leave the FRC at the termination of the scheduled occupation in a clean and presentable condition with all such items neatly stored, or shall be liable to the CITY for the costs of such necessary repair or replacement.

8. FACILITY Utilities, Maintenance and Improvements

- A. During the term of this Agreement, CITY shall provide general facility maintenance provided by the caretaker:
 - (1) Utilities including water, water treatment, propane/natural gas, electricity, telephone and twice a week garbage disposal shall be provided from October 16th through April 14th.
 - (2) Minor repairs subject to prior written approval by CITY.
 - Repair and maintenance of fire suppression equipment from October 16th through April 14th.
- B. CIC acknowledges and agrees to keep the FRC in a generally neat and orderly manner.
- C. CIC is not authorized to make any physical improvements at the FRC without prior City approval. CIC must request in writing any and all FRC improvements for approvals(s) no less than thirty (30) days prior to the proposed start date of the work.

9. Damage or Loss to Property

CIC shall be liable to CITY for any and all loss and/or damage to CITY furnishings, fixtures and equipment during the term of this Agreement.

CITY shall not be answerable or accountable in any manner for any loss or damage that may occur to CIC properties, equipment, or materials during the term of this Agreement.

10. Concessions

CIC shall have the right to sell concession items such as pre-packaged foods, soft drinks, souvenirs and related camp items. All proposed agreements for subleasing and/or subcontracting of concessions must be submitted to the OPR Director for appropriate approval(s) at least fifteen (15) days prior to the planned operation.

CIC shall be responsible for proposing agreements with experienced vendors who will serve items in a sanitary, orderly and professional manner.

The proposed agreements must provide the following:

- A. Name, address, day/evening telephone of subcontractor;
- B. Copies of current health certificate(s) required by the Plumas County Health Services Agency;
- C. Adequate insurance coverage, including products liability as specified in this Agreement;
- D. Other permits and licenses required by the CITY or other governmental entities including an Oakland business tax license; and
- E. List of all items to be sold and prices.

If CIC subcontracts any concession, all applicable terms of this Agreement shall apply to each concessionaire.

All revenue generated by concessions must be included in the CIC annual financial statement submitted to CITY.

11. Camp Prices

CIC agrees to charge the fees approved in writing by the Director of Oakland Parks and Recreation.

CIC shall be responsible for payment of all taxes. Any and all fee changes, special discounts and any other modifications must have prior approval by the CITY.

12. Financial Record Keeping

CIC shall have an outside review of CIC financial records performed by December 31, for each year which shall consist of a complete profit and loss statement, a balance sheet

Camps in Common Page 5

and a schedule of expenses. The cost of the financial review shall be the responsibility of CIC. The outside Certified Public Accountant must be acceptable to the City Auditor. CIC will follow generally accepted accounting procedures.

CIC shall maintain a separate account or accounts wherein it shall deposit all monies, deposits or fees received under any of the provisions of this Agreement and upon which account it shall draw funds for all necessary expenditures.

I3. Hold Harmless/Indemnification

CIC agrees to save, indemnify, defend and hold harmless, CITY, its Council Members, directors, officers, agents, and employees from any and all losses, expenses (including reasonable attorney's fees), penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind of character arising out of or relating to any and all claims, suits, actions, liens, demands, obligations, proceedings, or causes of action of every kind and character for or on account of damage of property, injury or death of persons, or damages of any nature, accruing or resulting to any person, firm, corporation or entity due to or in connection with CIC's negligent performance of this Agreement.

14. Insurance

CIC shall obtain and keep in force all of the insurance coverage required hereunder and shall maintain the same at all times during the term of this Agreement. CIC shall, at the time of the execution of the Agreement, file with the CITY copies of such policy, or policies, or good and sufficient certificates thereof. All policies or certificates shall be approved by the Office of the City Attorney and reviewed by the City's Risk Manager. Said insurance shall cover the following:

- A. Workers' Compensation and Employer Liability insurance to cover CIC employees as required by the Labor Code of the State of California.
- B. Commercial General Liability insurance providing Comprehensive Bodily Injury and Property Damage Liability insurance coverage, including Products and Completed Operations Coverage and specifically including any liability assumed pursuant to paragraphs 4 and 5 of this Agreement hereunder, providing Bodily Injury and Property Damage limits of not less than \$1,000,000 (one million dollars) for each accident or occurrence up to a total of \$2,000,000 (two million dollars), for claims that may arise from the acts of CIC in the performance of this Agreement. Coverages provided may be in the form of aggregate coverage with prior approval of the City of Oakland's Risk Manager. Said Comprehensive Bodily Injury and Property Damage Liability insurance policy, or policies, shall include as named additional insureds the City of Oakland, and the CITY's Council Members, officers, agents, and employees, and shall contain a cancellation endorsement substantially in the following words:

It is understood and agreed that this policy may not be canceled nor the amount of coverage thereof be reduced until thirty (30) days after receipt by the CITY, of a written notice of such cancellation or reduction in coverage, as evidenced by receipt of a registered letter.

The CITY shall obtain and keep in force excess Commercial General Liability insurance with limits of \$3,000,000 (three million dollars).

C. Automobile Liability Insurance – providing Bodily Injury and Property Damage coverage in the amount of \$500,000 combined single limits for all vehicles used in conjunction with this Agreement. Additional insured requirement is to be the same as required for liability insurance, as described in Section b. above.

15. Notices

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, by prepaid U.S. certified or registered postage, addressed to recipient as follows:

for the CITY:

Office of Parks and Recreation Director

City of Oakland 1520 Lakeside Drive Oakland, CA 94612

for CIC:

Executive Directors

Jill Rose, Judi Marguardt-Norris and Terry Cullinane

Camps in Common 4164 MacArthur Blvd. Oakland, CA 94619

16. Modifications

This Agreement may be modified by written agreement of all the parties.

17. Equal Employment Practices

Cle shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

During the performance of this Agreement, the CIC agrees as follows:

A. The CIC and CIC sub-contractors will not discriminate against any employee or applicant for employment because of sex, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or physical handicap. The CIC and CIC sub-contractors will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their sex, sexual preference, race, creed, color, national origin, AIDS, ARC or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoffs or termination; rates of pay or other forms of

compensation; and selection for training including apprenticeship. The CIC agrees to post, in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

- B. The CIC and CIC sub-contractors will, in all solicitations or advertisements for employees placed by or on behalf of the CIC, state that all qualified applicants will receive consideration for employment without regard to sex, sexual preference, AIDS, ARC, physical handicap, race, creed, color or national origin.
- C. If applicable, the CIC will send to each labor union or representative of workers with whom CIC has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of the CIC commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. <u>Local/Small Business Enterprise Program (L/SLBE)</u>

- A. For contracts exceeding \$15,000 CIC shall comply with the L/SLBE goals or fulfill all good faith effort requirements of the City's Professional Services Contract Program. Additionally, opportunities for training and employment shall be given to residents of the City of Oakland.
- B. The CIC shall submit information on Attachment "B" concerning the workforce composition of CIC firm as well as its sub-contractors and suppliers. This information will be used for statistical purposes only.
- C. All affirmative action efforts of the CIC are subject to tracking by the City.

19. <u>Living Wage Ordinance</u>

This agreement is required to meet all requirements set forth in the City's Living Wage Ordinance (Ordinance No. 12050 C.M.S. passed on April 17, 1998). The Ordinance requires among other things, submission of the Declaration of Compliance attached and incorporated herein as Schedule N and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, that Contractor provide the following to its employees who perform services under or related to this Agreement:

- A. Minimum Compensation Said employees shall be paid an initial hourly wage rate of \$9.45 with health benefits or \$10.87 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- B. Health Benefits Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.25 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.

- C. Compensated Days Off Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for persona or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- D. Federal Earned Income Credit (EIC) Contractor shall inform said employees who less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- E. Contractor shall provide to all employees and to the Office of Contract Compliance, Written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- F. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- G. Reporting Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees.

 Contractor shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- H. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of Contract Compliance.

19. Non-Assignment

This agreement is not assignable by CIC.

20. Termination

Camps in Common Page 9

Either party may terminate this Agreement in whole or in part immediately for cause upon giving thirty (30) calendar days' written notice to the other party. "Cause" shall include as an example but not as a limitation:

- A. Failure for any reason of CIC or CITY to fulfill its obligation under this Agreement, including compliance with Federal, State and local laws and regulations;
- B. Failure to adequately perform the terms of this Agreement;
- C. Upon termination of this Agreement, all items of property belonging to CIC shall be removed from the premises of the FRC.

21. <u>Independent Status</u>

It is expressly agreed that in the performance of these services necessary to carry out this Agreement, the CIC shall be, and is, an independent contractor, and is not an agent or employee of the CITY. CIC has and shall retain the right to exercise full control and supervision of services, and full control over the employment, direction, compensation and discharge of all persons assisting CIC in the performance of CIC services hereunder. CIC shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for CIC own acts and those of CIC subordinates and employees.

22. CIC Responsibilities

CIC shall carry out its responsibilities, pursuant to this Agreement in accordance with all applicable Federal, State and local laws.

This Agreement will take effect at such time as the Agreement is fully executed by an authorized officer of CIC and the CITY.

23. Political Prohibition

Monies paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

24. Religious Prohibition

There shall be no religious worship, instruction or proselytizing as part of or in connection with the performance of the contract.

25. Conflict of Interest

The following protections against conflict of interest will be upheld:

- A. CIC certified that no member of or delegate of the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- B. CIC certifies that no member, officer, or employee of CITY or its designees or agents, and no other public official of the CITY who exercises any functions or responsibilities with respect to the programs or projects covered by this agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- C. CIC certifies that no one who has any financial interest in this Agreement or receives compensation for the services from CIC is related by blood or marriage within the third degree to the Mayor or any one or more of the members of City Council, the CITY, City Manager, or the head of the department to which these services are to be provided pursuant to this Agreement.
- D. CIC shall incorporate, or cause to be incorporated, in all sub agreements for work to be performed under this agreement a provision prohibiting such interests pursuant to the purposes of this section.

26. Severability

If any term, covenant or condition hereof, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder hereof that application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term, covenant or condition hereof shall be valid and shall be enforced to the fullest extent permitted by law.

27. Business Tax Certificate

- A. CIC shall obtain and provide proof of a valid CITY business tax certificate, or proof of exemption status. Said business tax certificate shall be valid prior to execution of the Agreement and shall remain valid until the conclusion of this Agreement.
- B. A copy of CIC Oakland business tax certificate is attached.

28. Copy of 501(c) (3) status

A. CIC shall obtain and provide proof of a valid Federal 501(c) (3) certificate. Said certificate shall be valid prior to execution of the Agreement and shall remain valid until the conclusion of this Agreement.

29. Governing Law

This Agreement shall be governed by the laws of the State of California.

30. Performance Report

CIC shall submit an independent performance report upon conclusion of the 2006 summer season at its sole expense. The performance report shall include: demographic information about camp patrons including Oakland resident or non-resident status; ethnicity; age group (youth, teen, adult, senior) served; customer satisfaction survey; special events or programs offered; summary of repairs and maintenance. CIC may include additional pertinent information related to their performance and operation of FRC. The performance report shall be due by December 31, 2006.

IN WITNESS WHEREOF, CIC has caused its name to be hereto subscribed and the seal to be affixed, and the CITY, by its Agency Director, has caused its name to be hereto affixed, the day and year first above written.

CAMPS IN COMMON,

a nonprofit corporation

CITY OF OAKLAND,

a municipal corporation

Camps In Common, Executive Director

City Manager

APPROVED:

Office of the City Attorney

Exhibit BList of City Vehicles

1. 1994 Ford Explorer	No. 1421	E376827	VIN 1FMD34X3RUA61908
2. 1985 Chevrolet ¾ Dump	No.4585	E491965	VIN 1GTGC24MOFS531548
3. 1989 Cushman	No. 2579	40K64	n/a
4. 1989 Cushman	No. 2580	40K63	n/a
5. 1985 Ford 2-yd Dump	No. 4505	E485108	VIN FDNF60H3FVA6601A
6. 1992 Ford ¾ Pickup	No. 4198	E376777	VIN 2FTEF14NXNCB17195
7. 1974 Ford 8000 Fire Truck	No. 2547	n/a	VIN K90AUAK0612
8. 1986 John Deere back hoe	No. 7301	n/a	n/a
9. 1989 Chevrolet Blazer	No. 4997	E343543	VIN 1GNCT1824K8251533
10. 1985 Chevrolet flatbed	No. 4558	E493479	VIN 1GDC24MZEJ52662

OFFICE OF THE COAKLAND CITY COUNCIL

My Carlay City Attorney

2014 HAY RESALLITION NO. 85063 C.M.S.

RESOLUTION 1) WAIVING THE REQUEST FOR PROPOSAL /QUALIFICATION (RFP/Q) PROCESS, 2) AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH CAMPS IN COMMON TO OPERATE FEATHER RIVER CAMP AND MAKE IMPROVEMENTS AT THE CAMP FOR A ONE YEAR TERM WITH TWO ADDITIONAL THREE-YEAR OPTIONS TO RENEW WITHOUT RETURNING TO COUNCIL, AND 3) WAIVE ADVERTISING AND BIDDING AND THE RFP/Q PROCESS FOR IMPROVEMENT PROJECTS

WHEREAS, the City has a Special Use Permit to operate Feather River Camp located on U.S. Department of Agriculture, Forest Service property outside Quincy, California for the purposes of providing outdoor recreational programming, art and cultural activities in a summer camp environment know as Feather River Camp (FRC); and

WHEREAS, the City desires to continue operating the FRC property for the purposes of providing summer camp programming for Oakland residents; and

WHEREAS, Camps In Common (CIC) is a local nonprofit corporation formed in 2003 to operate Feather River Camp as an alternative to the City closing down camp operations due to budget constraints; and

WHEREAS, due to budget reductions, the City no longer directly operates FRC but supports FRC through payment of U.S. Forest Service Special Use Permit fees, utility fees and collaborates on grant development; and

WHEREAS, the campsite at FRC requires improvements and such improvement projects will benefit the City and provide Oakland residents with recreational camping amenities; and

WHEREAS, Oakland Municipal Code (OMC) section 2.04.051.A requires the City Administrator to conduct a request for proposals/qualifications (RFP/Q) process for professional services contracts in excess of \$25,000 and OMC section 2.04.051.B allows the City Council to waive the RFP/Q requirements upon a finding by the Council that it is in the best interest of the City to do so; and

WHEREAS, OMC section 2.04.050.A. requires the City Administrator to conduct advertising and bidding and award to the lowest responsible responsive bidder for the purchase of products or goods, and Oakland Municipal Code section 2.04.050.I.5 allows Council to waive advertising and bidding requirements upon a finding by Council that it is in the best interest of the City to do so; and

WHEREAS, staff recommends waiving the RFP/Q process for the operating agreement with CIC because CIC is a local non-profit that was formed to operate the camp; CIC has extensive knowledge regarding the operation and maintenance of the camp; and Camp season begins in June; and

WHEREAS, staff recommends that it is in the best interest of the City to waive advertising and bidding and the request for proposals/qualifications process for the proposed future improvement projects due to the remote camp location in Plumas National Forest, to ensure economic feasibility and contractor's familiarity of work in the locality, and because the onsite camp operator is given the responsibility to operate, manage, and maintain FRC and has an employee with extensive construction experience who can perform some of the services; and

WHEREAS, the City Administrator has determined that the contracts to be approved hereunder are professional and temporary in nature and shall not result in the loss of employment or salary by any person having permanent status in the competitive service; and

WHEREAS, the City Administrator has determined that the value of the in-kind services provided by CIC results in a net benefit to the City that is equal to or exceeds 75% of the fair market rent for the FRC; now, therefore be it

RESOLVED: That the Oakland City Council authorizes the City Administrator, or his designee, to execute an agreement with Camps in Common to operate Feather River Camp for a one year term including the 2014 summer season with two additional three year options to renew at the City's sole discretion, and for CIC to perform, manage and oversee projects for improvements at FRC; and be it

FURTHER RESOLVED: That pursuant to OMC sections 2.04.051.B and 2.04.050.I.5 and for the reasons stated above and in the City Administrator's report accompanying this item, the Oakland City Council finds that it is in the best interests of the City to waive all applicable advertising and bidding and RFP/Q requirements for this agreement and hereby waives the requirements; and be it

FURTHER RESOLVED: That based on the information provided above, the City Council finds that the value of the in-kind services provided by CIC results in a net benefit to the City that is equal to or exceeds 75% of the fair market rent for the FRC; and be it

FURTHER RESOLVED: That the City Administrator, or his designee, is hereby authorized to approve any subsequent amendments, modifications, or extensions of said agreement without returning to Council, except those increasing the term of the agreement beyond the two options to renew; and be it

FURTHER RESOLVED: That the proposed agreement will be approved by the Oakland City Attorney as to form and legality, and a copy will be on file in the Office of the City Clerk.

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JUN	T	1	4	U	14

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF and PRESIDENT KERNIGHAN

NOES - Q

ABSENT - Q

ABSTENTION -Q

ATTEST/

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

OFFICE OF THE CITY CLERK

21 JUL 27 AM 10: 35

Approved As To Form And Legality

City Attorney's Office

AS AMENDED AT THE JULY 26, 2021 CITY COUNCIL MEETING

OAKLAND CITY COUNCIL

RESOLUTION NO. 88780 C.M.S.

INTRODUCED BY COUNCIL PRESIDENT NIKKI FORTUNATO BAS

RESOLUTION:

- 1. AWARDING GRANTS TO YOUTH EMPLOYMENT PARTNERSHIP, STREET LEVEL HEALTH PROJECT, THE EAST BAY SPANISH SPEAKING CITIZENS FOUNDATION, LAO FAMILY COMMUNITY DEVELOPMENT INC., NATIVE AMERICAN HEALTH CENTER INC., OAKLAND **PRIVATE INDUSTRY** COUNCIL, CIVICORPS, **RISING** SUN CENTER **FOR** OPPORTUNITY, REBUILDING TOGETHER OAKLAND, OAKLAND LITERACY COALITION INC., DESTINY ARTS CENTER, FAMILY VIOLENCE LAW CENTER, HOMIES EMPOWERMENT, CYPRESS MANDELA TRAINING CENTER INC., ESO VENTURES, INC., CAMPS IN COMMON AND SERVICE OPPORTUNITIES FOR SENIORS (ALSO KNOWN AS SOS MEALS ON WHEELS) FOR COMMUNITY-RELATED SERVICES AND ACTIVITIES AS DESCRIBED HEREIN IN A TOTAL AMOUNT NOT TO EXCEED TWO MILLION THREE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$2,385,000); AND
- 2. AWARDING A GRANT TO CAMPS IN COMMON FOR THE OPERATION OF THE OAKLAND FEATHER RIVER CAMP GROUND IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000) FOR FISCAL YEAR 2021-22 AND TWENTY THOUSAND DOLLARS (\$20,000) FOR FISCAL YEAR 2022-23 CONTINGENT UPON EXECUTION OF A NEW PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF OAKLAND AND CAMPS IN COMMON FOR OPERATION OF THE CAMP GROUND.

WHEREAS, the City Council wishes to provide grant funding to the following entities for various community-related services and activities in the specified amounts for Fiscal Years 2021-22 and 2022-23:

GRANTEE	FY 2021-22	FY 2022-23	TOTAL
Youth Employment Partnership	\$175,000		\$175,000
Street Level Health Project	\$175,000		\$175,000
The East Bay Spanish Speaking Citizens Foundation	\$175,000		\$175,000
Lao Family Community Development Inc.	\$175,000		\$175,000
Native American Health Center Inc.	\$175,000		\$175,000
Oakland Private Industry Council, Inc.	\$235,000		\$235,000
CiviCorps	\$75,000		\$75,000
Rising Sun Center for Opportunity	\$75,000		\$75,000
Rebuilding Together Oakland	\$75,000		\$75,000
Oakland Literacy Coalition Inc.	\$75,000		\$75,000
Destiny Arts Center	\$75,000		\$75,000
The Family Violence Law Center	\$75,000		\$75,000
Homies Empowerment	\$75,000		\$75,000
Cypress Mandela Training Center Inc.	\$75,000		\$75,000
ESO Ventures Inc.	\$75,000		\$75,000
Service Opportunities for Seniors (SOS Meals on Wheels)	\$300,000	\$300,000	\$600,000
TOTAL	\$2,085,000	\$300,000	\$2,385,000

; and

WHEREAS, the City Council wishes to provide grant funding to Camps in Common for the operation of Oakland's Feather River Camp ground in the amount of Twenty Thousand Dollars (\$20,000) for Fiscal Years 2021-22 and 2022-23 for a total grant amount not to exceed Forty Thousand Dollars (\$40,000) contingent upon execution of a new professional service agreement between the City and Camps in Common for operation of the camp ground; and

WHEREAS, funding for these grants has been appropriated from the General Purpose Fund in the City of Oakland Biennial Budget for Fiscal Years 2021-23; and

WHEREAS, the General Purpose Fund appropriation for these grants is separate from any other funding that may be awarded to these entities in Fiscal Years 2021-23 from other sources

including, but not limited to, voter-approved ballot measures or federal and state grant funding; now, therefore, be it

RESOLVED: That the City Council hereby awards a grant in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000) to **Youth Employment Partnership** to provide hands-on job training, employment preparation, and academic support for youth and young adults for Fiscal Year 2021-22; and be it

FURTHER RESOLVED: That the City Council hereby awards a grant in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000) to **Street Level Health Project** to provide safety net services for immigrant communities, reduce health disparities associated with unemployment, and provide support and education services for undocumented workers for Fiscal Year 2021-22; and be it

FURTHER RESOLVED: That the City Council hereby awards a grant in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000) to The East Bay Spanish Speaking Citizens Foundation to support immigrant communities with citizenship and immigration services, provide free English classes, and empower youth through academic and social enrichment for Fiscal Year 2021-22; and be it

FURTHER RESOLVED: That the City Council hereby awards a grant in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000) to Native American Health Center, Inc. to provide high quality medical, dental, behavioral health, community wellness, and social service programs to Native Americans, Alaska Natives, and residents of the surrounding community with respect to cultural and linguistic differences for Fiscal Year 2021-22; and be it

FURTHER RESOLVED: That the City Council hereby awards a grant in the amount of Two Hundred Thirty-Five Thousand Dollars (\$235,000) to **Oakland Private Industry Council, Inc.** to provide accessible, high-quality training and employment services to local residents and employers for Fiscal Year 2021-22; and be it

FURTHER RESOLVED: That the City Council hereby awards a grant in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000) to Lao Family Community Development Inc. to advance the economic mobility and well-being of diverse communities through culturally informed specialized employment, housing, education, and support services for Fiscal Year 2021-22; and be it

FURTHER RESOLVED: That the City Council hereby awards a grant in the amount of Seventy-Five Thousand Dollars (\$75,000) to **CiviCorps** to deliver high-impact exposure to employment and career opportunities, comprehensive college and career readiness preparation and essential wraparound support services to young people in Oakland for Fiscal Year 2021-22; and be it

FURTHER RESOLVED: That the City Council hereby awards a grant in the amount of Seventy-Five Thousand Dollars (\$75,000) to **Rising Sun Center for Opportunity** to allow Oakland residents and youth who are primarily low-income people of color to pursue impactful careers in construction and climate change for Fiscal Year 2021-22; and be it

FURTHER RESOLVED: That the City Council hereby awards a grant in the amount of Seventy-Five Thousand Dollars (\$75,000) to **Rebuilding Together Oakland** to improve the health and safety of historically underrepresented low-income individuals who own their homes and live in Oakland through the rehabilitation of homes of low- income homeowners and non-profit facilities that serve low- income communities for Fiscal Year 2021-22; and be it

FURTHER RESOLVED: That the City Council hereby awards a grant in the amount of Seventy-Five Thousand Dollars (\$75,000) to Oakland Literacy Coalition, Inc. to grow a community wide coalition and foster collaboration among Oakland agencies and systems, equip Oakland's literacy providers with effective, evidence-based practices in their work with students and connect Oakland families with high quality books and literacy resources and create literacy rich spaces across the city for Fiscal Year 2021-22; and be it

FURTHER RESOLVED: That the City Council hereby awards a grant in the amount of Seventy-Five Thousand Dollars (\$75,000) to **Destiny Arts Center** to provide creative youth development services and resources to ensure the wellbeing of Oakland youth and families focusing on the intersection of art and healing for Fiscal Year 2021-22; and be it

FURTHER RESOLVED: That the City Council hereby awards a grant in the amount of Seventy-Five Thousand Dollars (\$75,000) to **The Family Violence Law Center** to help diverse communities heal from domestic violence and sexual assault, advocate for justice, health and relationships, and provide survivor-centered legal and crisis intervention services and prevention education for youth for Fiscal Year 2021-22; and be it

FURTHER RESOLVED: That the City Council hereby awards a grant in the amount of Seventy-Five Thousand Dollars (\$75,000) to **Homies Empowerment** to provide gang-impacted youth with leadership development services, ethnic studies education, civic engagement programs, and after school programs for Fiscal Year 2021-22; and be it

FURTHER RESOLVED: That the City Council hereby awards a grant in the amount of Seventy-Five Thousand Dollars (\$75,000) to **Cypress Mandela Training Center Inc.** to provide community members with pre-apprentice construction and life skills training as well as employment assistance for Fiscal Year 2021-22; and be it

FURTHER RESOLVED: That the City Council hereby awards a grant in the amount of Seventy-Five Thousand Dollars (\$75,000) to **ESO Ventures Inc.** to provide entrepreneurs in underserved communities with capacity building services and capital to build successful businesses for Fiscal Year 2021-22; and be it

FURTHER RESOLVED: That the City Council hereby awards a grant to **Service Opportunities for Seniors** (also known as SOS Meals on Wheels) to deliver nutritious, balanced meals and friendly safety checks to homebound seniors in the amount of Three Hundred Thousand Dollars (\$300,000) for Fiscal Year 2021-22 and Three Hundred Thousand Dollars (\$300,000) for Fiscal Year 2022-23 for a total grant amount not to exceed Six Hundred Thousand Dollars (\$600,000); and be it

FURTHER RESOLVED: That the City Council hereby awards a grant to Camps In Common for the operation of Oakland Feather River Camp Ground in the amount of Twenty Thousand Dollars (\$20,000) for Fiscal Year 2021-22 and Twenty Thousand Dollars (\$20,000) for

Fiscal Year 2022-23 for a total grant amount not to exceed Forty Thousand Dollars (\$40,000) contingent upon execution of a new professional service agreement between the City of Oakland and Camps in Common for operation of the camp ground; and be it

FURTHER RESOLVED: That the grant awarded to Camps in Common shall not be disbursed and no grant agreement with Camps in Common shall be executed unless and until the City of Oakland and Camps in Common enter into a new professional service agreement for operation of the camp ground; and be it

FURTHER RESOLVED: That the City Administrator or designee is authorized to take all steps necessary to achieve the basic purpose of this resolution, including but not limited to conducting negotiations, drafting and executing grant agreements, and submitting requests for payment; and be it

FURTHER RESOLVED: That prior to execution each agreement shall be reviewed and approved as to form and legality by the City Attorney's Office; and be it

FURTHER RESOLVED: That a fully executed copy of each agreement shall be filed with City Clerk.

3091383v1

IN COUNCIL, OAKLAND, CALIFORNIA,

JUL 26 2021

PASSED BY THE FOLLOWING VOTE:

AYES - FIFE, GALLO, KALB, KAPLAN, REID, TAYLOR, THAO AND PRESIDENT FORTUNATO BAS

NOES - 0

ABSENT -

ABSTENTION -

ATTEST:

City Clerk and Clerk of the Council of the

City of Oakland, California

ASHA REED

OFFICE OF THE CITY CLERN OAKLAND

22 JUL 22 AM 9: 41

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

OAKLAND CITY COUNCIL

RESOLUTION NO. 89376 C.M.S.

INTRODUCED BY COUNCIL PRESIDENT NIKKI FORTUNATO BAS

RESOLUTION AWARDING GRANT AGREEMENTS TO COMMUNITY SERVICE PROVIDERS FOR A TOTAL AMOUNT NOT TO EXCEED SIX MILLION SNINETY-ONE THOUSAND TWO HUNDRED FIFTY (\$6,091,250) DOLLARS IN ACCORDANCE WITH CITY COUNCIL BUDGET APPROPRIATIONS AND ALLOCATIONS AS ADOPTED BY RESOLUTION NO. 89283 C.M.S. (ATTACHED HERETO AS EXHIBIT A), WHICH AMENDED THE FISCAL YEAR 2022-23 BUDGET

WHEREAS, on June 24, 2021, the City Council adopted the Fiscal Year (FY) 2021-23 biennial budget (Resolution No. 88721 C.M.S.), which appropriated funds for the expenditures proposed by said budget; and

WHEREAS, the City Council has a longstanding policy of adopting a two-year budget and making mid-cycle adjustments to the biennial budget; and

WHEREAS, in May and June 2022, the City Council reviewed the City's revenues and expenditures as part of the midcycle budget review process and, on June 30, 2022, adopted FY 2022-23 Midcycle Budget Adjustments to balance the FY 2021-23 biennial budget (Resolution No. 88721 C.M.S.); and

WHEREAS, the ongoing COVID-19 pandemic, and related economic and public safety issues, has had devastating negative impacts on much of Oakland, including having a disproportionate negative impact on Black, Latinx, Indigenous and Asian Pacific Islander communities, and harming local small businesses; and

WHEREAS, the budget amendments adopted by the Council on June 30, 2022, included funding to be used to issue grants and contracts to community-based organizations to provide urgently-needed activities to help protect community health and safety, increase equity, reduce vulnerabilities and negative impacts on our community, increase local economic opportunity, and other needs for hard-hit communities; and

WHEREAS, the City Council wishes to expedite the issuance of these grants and contracts to improve the lives of Oakland community members; and

WHEREAS, Oakland Municipal Code ("O.M.C.") section 2.04.040(B) requires advertising and bidding for purchase orders and contracts for supplies, construction services and professional services; and

WHEREAS, the needs of Oakland residents impacted by COVID-19, and broader health, safety and economic issues are great and the City must act quickly to address these needs; and

WHEREAS, compliance with the competitive processes required by O.M.C. sections 2.04.040 will delay purchases and the award of contracts to address the negative impacts of COVID-19; and

WHEREAS, pursuant to O.M.C. sections 2.04.050(I)(5) and 2.04.051(B), the City Council may waive the advertising and bidding requirements for purchase orders and contracts for supplies, construction services and professional services upon a finding that doing so is in the best interest of the City; and

WHEREAS, the City Council wishes to provide grant funding to the following entities for various community-related services and activities in the specified amounts for Fiscal Year 2022-23:

TABLE 1

Grantee	FY 2022-23 Amount
Saba Grocers Initiative Community food cards	\$1,000,000
P.L.A.C.E. (People Linking Art Community & Ecology) Educational workshops on permaculture Contingent upon Council appropriation	\$10,000
Oakland Housing Secure \$750,000 for legal services	\$750,000
Oakland Housing Secure \$250,000 for rental assistance, Contingent upon Council appropriation	\$250,000
Fuse Corps Climate sustainability fellows	\$160,000
Community Kitchens Prepared meal support for the most vulnerable Oaklanders	\$200,000

Unity Council, fiscal sponsor of Oakland Vietnamese Chamber of Commerce Little Saigon business support and safety resources	\$110,500
Legal Services for Prisoners with Children Fiscal sponsor of Taylor Memorial UMC Affordable Housing Program	\$175,000
HCEB Increase Contract Pilot security program for 3rd and Peralta	\$200,000
Fire Safe Council Oakland Community Preparedness & Response (OCP&R)	\$125,000
Oakland Private Industry Council Technical Equipment Infrastructure Improvements	50,000
Peralta Service Corporation Re-entry employment and training services	\$400,000
Native American Health Center Employment and training services for youth and young adults	\$200,000
Spanish Speaking Citizens Foundation Healthy neighbohoods	\$350,000
East Oakland Collective Homeless services	\$200,000
Feather River Camp Vegetation management, platform tent repair, technology upgrades/operating costs reduction investments	\$50,000
Family Support Advocates	\$75,000
Support for victims and families of violent crime assistance offering healing education advocacy and training	
Black Cultural Zone Funding their community messenger cohort	\$175,000

Ok program Transportation for youth from extracurricular activities	\$25,000
Thy Word community food distribution	\$50,000
NAACP Youth Development, mentoring and violence prevention	\$10,000
Homies Empowerment Youth Development, mentoring and violence prevention	\$50,000
East Oakland Youth Development Center Youth serving, education and training	\$50,000
Youth Uprising Youth serving, education and training	\$50,000
East Oakland Boxing Association Youth serving, education and training	\$25,000
Lend a hand Youth serving, education and training	\$25,000
Kingmakers of Oakland Youth development, mentoring and violence prevention	\$25,000
Chery Ward Ministries Workforce development for youth	\$25,000
Construction Resource Center Support small, minority, local business contractors' access to opportunity	\$400,000
Love Life Foundation Lovelife Campaign	\$10,000
West Coast Blues Society Cleaning of Blues Walk of Fame and 7th Street Blues Festival	\$62,000
Project Touchdown Math and science tutoring and mentoring	\$83,750

program	
Movement Strategy Center, fiscal sponsor of TAY CTE Hub Strategic plan for Career Technical Education Hub	\$350,000
Legal Services for Prisoners with Children Housing for re-entry population, including seniors, and support with re-entry services	\$250,000
Center for Independent Living Home assessment cases to support local residents with improved access to funding accessibility improvements to housing	\$120,000
TOTAL	\$6,091,250

RESOLVED: That the City Administrator is hereby authorized to negotiate and execute grant agreements or contracts in accordance with the City Council's budget appropriations and allocations in Exhibit 2 to Resolution No. 89283 C.M.S. (attached hereto as Exhibit A) as enumerated above in **Table 1**; and be it

FURTHER RESOLVED: That these agreements are not professional services contracts as defined by City ordinance as they do not provide goods or services to the City but rather they are grants to private non-profit entities that serve the public at large, therefore the competitive request for proposal/qualifications process is not required under Oakland Municipal Code section 2.04.015; and be it

FURTHER RESOLVED: That prior to execution, all contracts and grant agreements shall be reviewed and approved as to form and legality by the City Attorney, and executed copies shall be filed with the City Clerk, and be it

FURTHER RESOLVED: That this Resolution shall take effect immediately upon its passage.

3193901v5

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

JUL 26 2022

AYES - FIFE, GALLO, KALB, KAPLAN, REID, TAYLOR, THAO AND -9 PRESIDENT FORTUNATO BAS

NOES - 🛭

 $_{\rm ABSENT-}$

ABSTENTION - Ø

ATTEST:

ASHA REED

City Clerk and Clerk of the Council of the City of Oakland, California

OFFICE OF THE CITY CLERA

2010 MAR 11 PM 4: 00 OAKLAND CITY COUNCIL

RESOLUTION NO. 82669 C.M.S.

Approved as to Form and Legality

RESOLUTION 1) AWARDING A CONTRACT TO CAMPS-IN-COMMON ("NON-PROFIT") TO PROVIDE PROJECT MANAGEMENT SERVICES FOR SPECIFIC CAPITAL IMPROVEMENT PROJECTS AT FEATHER RIVER CAMP UP TO THE AMOUNT OF THIRTY THOUSAND DOLLARS (\$30,000.00), 2) WAIVING ADVERTISING AND THE REQUEST FOR PROPOSAL/ QUALIFICATIONS PROCESS FOR SAID PROJECT MANAGEMENT SERVICES, 3)WAIVING ADVERTISING AND AUTHORIZING LIMITED SOLICITATION OF COMPETITIVE BIDS FOR CONSTRUCTION OF IMPROVEMENTS FROM THE FEATHER RIVER CAMP AREA, AND 4) AUTHORIZING THE CITY ADMINISTRATOR TO AWARD AND EXECUTE SUCH CONSTRUCTION CONTRACT(S) WITHOUT RETURN TO COUNCIL

WHEREAS, in November 2008, East Bay Regional Park District voters approved the passage of Measure WW – Park Bond Extension and the City received \$500,000.00 from the Measure WW Bond – Local Grant Program for the Feather River Camp Project; and

WHEREAS, the Feather River Camp Project (Project) was approved in the FY09-11 Budget under Measure WW – East Bay Regional Park District Fund (No. 2260), Project Management Capital Projects Organization (No. 92270) and Feather River Camp Project (No. C378010); and

WHEREAS, the improvement project will benefit the City and provide Oakland residents with recreational camping amenities; and

WHEREAS, the City has contracted with Camps-In-Common, a non-profit organization, to operate Feather River Camp since July 2003 and is currently in negotiation to renew the operating agreement; and

WHEREAS, the City wishes to award a contract to Camps-In-Common to collaborate and provide project management services for implementation of the Project; and

WHEREAS, due to the remote camp location in Plumas National Forest, solicitation of competitive bids from City of Oakland contractors will be economically infeasible; and

WHEREAS, the City lacks the equipment and qualified personnel to perform the necessary work, and the City Administrator has determined that the contracts to be approved hereunder are in the public interest because of economy and better performance, are of a professional, technical and temporary in nature and shall not result in the loss of employment or salary by any person having permanent status in the competitive service; now, therefore, be it

RESOLVED: That pursuant to Oakland Municipal Code Section 2.04.051(B) and for the reasons stated in the City Administrator's report accompanying this resolution and above, the City

Council finds that it is in the City's bests interests to waive the advertising and the request-for-proposal/qualifications process for project management services needed to oversee construction of improvements at Feather River Camp and so waives the requirements; and be it

FURTHER RESOLVED: That funds are available for the Feather River Camp Project (Project) under Measure WW – East Bay Regional Park District Fund (No. 2260), Project Management Capital Projects Organization (No. 92270) and Feather River Camp Project (No. C378010); and be it

FURTHER RESOLVED: That a contract is awarded to Camps-In-Common, the non-profit organization that is in negotiation with the City to continue operating the camp, for project management services to manage specific capital improvement projects at Feather River Camp up to an amount not-to-exceed \$30,000.00; and be it

FURTHER RESOLVED: That pursuant to Oakland Municipal Code Section 2.04.050.I.5 and for the reasons stated in the City Administrator's report accompanying this resolution and above, the City Council finds that it is in the City's bests interests to waive the advertising and bidding process for construction of improvement work at Feather River Camp and so waives the requirements; and be it

FURTHER RESOLVED: That the City Administrator is authorized to conduct a limited bid solicitation from qualified contractors in the Feather River Camp Area, and select and award a contract or contracts for construction of improvements at Feather River Camp without return to Council; and be it

FURTHER RESOLVED: That the City Administrator, or designee, is hereby authorized to approve any subsequent amendments, modifications, or extensions of said agreement, excepting those related to increasing the amount of the contract above the amount authorized under this Resolution; and be it

FURTHER RESOLVED: That the contracts approved hereunder shall be reviewed and approved by the City Attorney for form and legality prior to execution and placed on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA,	APR 26 0 2010	,
IN COUNCIL, OAKLAND, CALIFORNIA,	APR 26 0 2010	_

PASSED BY THE FOLLOWING VOTE:

AYES - PROBLET, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, QUAN, REID, and PRESIDENT BRUNNER - 7

NOES - 4

ABSENT - - - - -

ABSTENTION - 🔑

Excused- Brooks-1

LaTonda Simmons

City Clerk and Clerk of the Council of the City of Oakland, California

Approved as to Formand Legality

City Attorney

2008 DEC 12 PM 2746 SOLUTION NO. 81586 C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE ALLOCATION OF NINETEEN MILLION TWO HUNDRED FOUR THOUSAND FOUR HUNDRED FIFTY-SIX DOLLARS (\$19,204,456) FROM THE REGIONAL OPEN SPACE, WILDLIFE, SHORELINE AND PARKS BOND (2008 MEASURE WW) TO VARIOUS OAKLAND PARKS AND OPEN SPACE RENOVATION PROJECTS INCLUDING, THE EAST OPEN SPORTS COMPLEX, CALDECOTT TRAIL, OWEN JONES FIELD, POPLAR FIELD, CENTRAL RESERVOIR FIELD, BUSHROD PARK SOCCER FIELD, 25TH STREET MINI-PARK, MORCOM ROSE GARDEN, FEATHER RIVER CAMP, CHILDREN'S FAIRYLAND, PAL CAMP, LAZEAR BALLFIELD, CITY STABLES, LAUREL PARK, MADISON SQUARE PARK AND RAIMONDI PARK

WHEREAS, The Regional Open Space, Wildlife, Shoreline and Parks Bond (2008 Measure WW) will be placed on the November 4, 2008 ballot in Alameda and Contra Costa Counties; and

WHEREAS, the bond measure would provide five hundred million dollars (\$500,000,000) in funding to permanently protect open space, ridgelands and shorelines for future generations; and

WHEREAS, twenty-five percent (25%) or one hundred twenty-five million dollars (\$125,000,000) of the bond revenue would go directly to local parks and recreation departments and special park districts on a per capita basis to meet local park needs; and

WHEREAS, fifty million four hundred twenty thousand dollars (\$50,420,000) of the bond revenue would go to twelve regional park projects in Oakland, including the Oakland Shoreline, Martin Luther King Jr. Shoreline, Oyster Bay, Gateway Shoreline, Lake Chabot, Anthony Chabot, Dunsmuir Heights, Leona Open Space, Redwood, Roberts, Sibley/Huckleberry and Oak Knoll to Ridge Trail; and

WHEREAS, four million dollars (\$4,000,000) of the bond revenue would go directly to the Oakland Zoo for capital projects; and

WHEREAS, Oakland would receive nineteen million two hundred four thousand four hundred fifty-six dollars (\$19,254,456) in local share funding from this measure for parks and recreation capital needs; now, therefore be it

RESOLVED: that upon passage of The Regional Open Space, Wildlife, Shoreline and Park Bond (2008 Measure WW) and receipt of the bond revenues, the City Council will allocate their local share of \$19,204,456 from the bond revenues as follows:

1. East Oakland Sports Complex

\$6,000,000

2. Caldecott Trail

\$1,000,000

3.	Owen Jones Field	\$1,000,000
4.	Poplar Field, Leveling the Playing Fields, Phase II	\$850,000
5.	Central Reservoir Field, Leveling the Playing Fields, Phase II	\$600,000
6.	Bushrod Park Soccer Field	\$3,300,000
7.	25 th Street Mini-Park	\$730,000
8.	Morcom Rose Garden	\$1,700,000
9.	Feather River Camp	\$500,000
10.	Children's Fairyland	\$500,000
11.	PAL Camp	\$1,000,000
12.	Lazear Ballfield Lighting	\$500,000
13.	City Stables	\$500,000
14.	Laurel Park	\$500,000
15.	Madison Square Park	\$300,000
16.	Raimondi Park, Phase I	\$224,456
N COUNCIL, OAKL		

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, and PRESIDENT DE LA FUENTE $\overline{}$

NOES - 0

ABSENT - Ø

ABSTENTION -

ATTEST:

LaTorda Simmons
City Clerk and Clerk of the Council

of the City of Oakland, California