

# OAKLAND CITY COUNCIL

RESOLUTION No. 78424 - C.M.S.

OFFICE *Minister*  
2006 FEB 11 PM 1:23

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE 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 through 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 16 2004, 20


**PASSED BY THE FOLLOWING VOTE:**

AYES- ~~BROOKS~~, BRUNNER, CHANG, NADEL, QUAN, REID, WAN and PRESIDENT DE LA FUENTE -7

NOES- 0

ABSENT- BROOKS-1

ABSTENTION- 0

ATTEST   
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 this \_\_\_\_\_ day of \_\_\_\_\_ 2004, by and between CAMPS IN COMMON, a nonprofit corporation, hereinafter called "CIC" and CITY OF OAKLAND, a municipal corporation, by and through the Office of Parks and Recreation, hereinafter called "CITY."

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 \_\_\_\_\_, the 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

- 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.

- 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 15<sup>th</sup> through October 15<sup>th</sup> (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.

## 5. 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 16<sup>th</sup> through April 14<sup>th</sup>.
- (2) Minor repairs subject to prior written approval by CITY.
- (3) Repair and maintenance of fire suppression equipment from October 16<sup>th</sup> through April 14<sup>th</sup>.

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

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.

13. 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 Marquardt-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

CIC 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. Local/Small Business Enterprise Program (L/SLBE)

- 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. Living Wage Ordinance

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

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. Independent Status

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

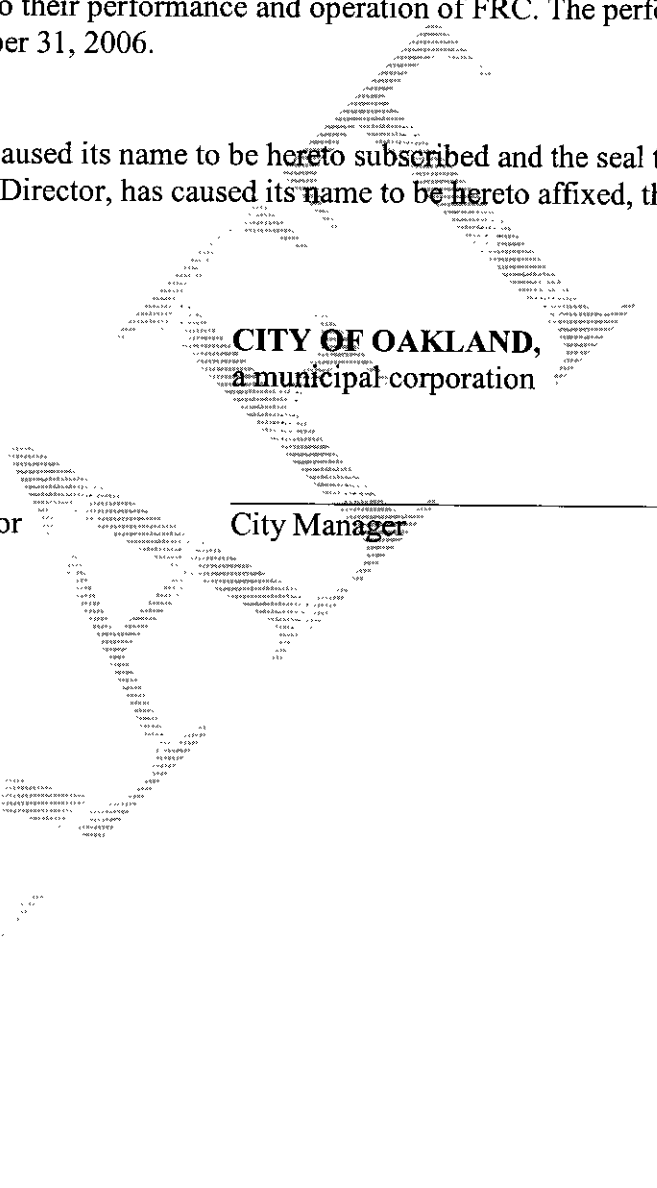
**CITY OF OAKLAND,**  
a municipal corporation

\_\_\_\_\_  
Camps In Common, Executive Director

\_\_\_\_\_  
City Manager

**APPROVED:**

\_\_\_\_\_  
Office of the City Attorney



**Exhibit B**  
List 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