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OFFICE OF THE CITY CLERK
OAKLAND

2014 MAY 29 AM 9:51

AGENDA REPORT

TO: FRED GLOVER-BLACKWELL
CITY ADMINISTRATOR

FROM: Audree V. Jones-Taylor

SUBJECT: Feather River Camp
Operating Agreement

DATE: May 19, 2014

City Administrator
Approval

Date 5-27-14

COUNCIL DISTRICT: City-Wide

RECOMMENDATION

Staff recommends that City Council adopt a 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 (CIC) to operate Feather River Camp (FRC) 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.

OUTCOME

Passage of this resolution will authorize the City Administrator or his designee to execute an agreement with Camps In Common to operate Feather River Camp for a term of one year with two options to renew for three year terms.

BACKGROUND/LEGISLATIVE HISTORY

Feather River Camp has been operated by the City since 1924 under an agreement with the U.S. Forest Service. In 1995, the City executed a 25-year Special Use Permit (SUP) (*Attachment A*) for the 37.58 acre site located on the outskirts of Quincy, California in Plumas County to continue providing summer camp programming for Oakland residents. FRC has its own water supply, sanitary septic system and various structures including the kitchen and dining hall, veranda social area, caretaker residence, restrooms, tent cabins, and nine City-owned vehicles.

Oakland Parks and Recreation operated FRC until the 2003 summer season when due to budget limitations, the Council reduced OPR'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. To assist CIC in its first year of operations, the City provided the already

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budgeted amount of \$75,000 and an additional \$10,000 for the purchase of an insurance policy. Council then approved an agreement in 2004 authorizing CIC to continue operating camp for terms spanning through the 2008 summer season. CIC has been operating camp in a holdover capacity since this time while a new agreement is negotiated.

City Council indicated its desire to reduce fiscal support of CIC by approving the 2004 agreement which eliminated 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 of 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, and utility costs during months when camp is closed; and payment of utilities in an amount not to exceed \$2,000 per month when camp is operational. Oakland Parks and Recreation's budget continued to suffer reductions and with CIC management's desire to hire its own caretaker, the City funded caretaker position with an annual fully burdened cost of \$24,967 was eliminated by mutual agreement in July of 2011.

Oakland Parks and Recreation demonstrated its commitment to Feather River Camp in 2009 by recommending that \$500,000 of East Bay Regional Parks Measure WW Bond Local Grant Program dollars be allocated for infrastructure improvements at FRC. The Council approved OPR's recommendation, and project improvements to upgrade and increase the efficiency of the well-water filtration system and septic system as well as paving and accessibility improvements have been completed. The remaining upgrade to the veranda social deck is expected to be completed before the 2014 camp season. In addition OPR supports CIC by offering OPR facilities at cost for annual fundraising events, and through payment of utilities, miscellaneous repairs and SUP fees averaging \$43,550 annually.

ANALYSIS

Each year the City has an opportunity to reduce the Special Use Permit fee owed to the U.S. Forest Service by reporting 1) the number of individuals with a disability and children at-risk served annually at the property, and 2) individuals who participate in youth organized and supervised programs exposing them to outdoor recreation experiences. All other revenue is subject to a fee of 5% of adjusted gross revenue. The U.S. Forest Service's assessment to fair market value in 2012, a new census, and CIC's reduction in the number served meeting the above stated criteria significantly increased the SUP fees owed by the City.

Camps In Common has struggled financially in recent years under the increased shift of responsibilities brought about by terms of the 2004 agreement and as supported by CIC's continued request for subsidy from the City. CIC has not been successful in maintaining a consistent and functioning board, conducting major fundraisers, or securing grant funding. During this time camp fees for a youth increased to \$72 per day, precluding OPR from taking

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youth to camp and further reducing the number of participants served that met the Forest Service's criteria to lower SUP fees. Group rentals and other revenues increased. The end result was an increase in the City's SUP fees to \$6,531 in 2011, \$6,846 in 2012, and \$4,411 in 2013. The decrease in 2013 is attributed to \$14,313 of camp scholarships provided by CIC.

FRC is in need of improvement of which most are un-funded projects. OPR is dedicated to continued collaboration to secure grants and other funding sources to improve the camping experience at FRC. The proposed agreement requires CIC to conduct its own fundraising activities to raise funds for Capital Improvements with all funds deposited into an interest bearing Capital Improvement bank account. CIC is restricted from withdrawing any funds from the Capital Improvement Account without prior authorization of City.

Staff is recommending that it is in the best interest of the City to waive advertising and bidding and the request for proposals/qualifications process for future improvement projects because the camp is located more than 250 miles from the City in the remote Plumas National Forest. Recommendation for waiver was made 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 as well as oversee projects. Staff is also recommending that it is in the best interest of the City to waive the RFP/Q process for the operating agreement with CIC because CIC is a local non-profit that was formed to operate the camp and CIC has extensive knowledge regarding the operation and maintenance of the camp. In addition, CIC has been promoting and collecting registrations and fees for 2014 summer camp programs which begin in June. Due to the seasonal nature of the camp, a transition to a different camp operator is best undertaken during the winter months.

The proposed resolution authorizes the City to enter into an agreement with CIC to operate camp for the 2014 summer season and to work towards financial health over the next year. During this time OPR intends to issue a Request for Proposal (RFP) for operation of Feather River Camp. If it is determined that a provider other than CIC is the best fit as the operator for FRC, staff would recommend that the City not exercise its option to extend CIC's agreement, but come before Council for authorization to contract with the preferred camp provider.

PUBLIC OUTREACH/INTEREST

This item did not require any additional public outreach other than the required posting on the City's website. However, OPR will conduct extensive and statewide outreach when conducting the upcoming RFP for a camp operator.

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COORDINATION

OPR has coordinated with the following agencies and groups while developing this report and operating agreement.

- Oakland Office of the City Attorney
- Oakland Contract and Compliance
- Oakland Budget Office
- Oakland Office of the City Administrator
- Oakland Office of the Mayor
- Oakland Public Works
- Oakland Real Estate
- Camps In Common

COST SUMMARY/IMPLICATIONS

The proposed resolution and draft agreement provides for CIC to take responsibility for the operation and management of all aspects of FRC on a year-round basis and formally eliminates the City's obligation to provide caretaker services. The City will continue to be responsible for capital improvements to FRC infrastructure based on funds availability; repair and maintenance of fire suppression equipment; and the Special Use Permit fees. The City will pay for utilities for the first term (one year), with the responsibility shifting to the camp operator at the beginning of the second year. The proposed agreement will reduce the City's costs by an estimated annual amount of \$37,600. This figure does not include the cost of the caretaker which was previously absorbed by CIC in 2011.

Special Use Permit fees are expected to increase if CIC focuses on generating revenue through group rentals that do not meet the Forest Service priority categories, and decrease if CIC secures funding that allows for reduced or free camp sessions for at-risk youth, which does align with the priorities. There is no financial incentive for CIC to increase the number of admissions of individuals with a disability and children at-risk, as the City is responsible for SUP fees. For this reason OPR is considering having the camp operator be responsible for the SUP fees in future terms of the agreement.

Recent meetings between City and CIC have resulted in an agreement for significantly reduced camp use fees offered to OPR youth programs. OPR intends to take an estimated 100 Oakland youth to FRC for a week of camp this summer. OPR participants will meet one if not both of the Forest Service's priority categories helping to reduce the SUP fees owed.

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PAST PERFORMANCE, EVALUATION AND FOLLOW-UP

According to CIC's 2013 Annual Report (*Attachment B*), 1,173 people were served. The below list documents the demographics of those participants *who voluntarily shared their information*. The demographic information reported by CIC does not indicate the number of respondents that volunteered information so therefore does not provide a clear representation of who was served. OPR expressed concern that the at-risk youth of Oakland were not being served, in part due to the 2013 increase in camp fees. OPR has requested several times for CIC to clarify demographic information by providing details such as address and zip code of participants. As of the date of this report, the requested information has not been provided.

- 71% of respondents identify as Caucasian/White
- 16% of respondents identify as members of two or more races
- 11% of respondents identify as African-American/Black
- 3% of respondents identify as Asian/Pacific Islander
- 3% of respondents identify as Latino/Hispanic
- 55% of respondents live in Oakland, CA

Other areas of note:

- CIC raised camp fees by 12 to 38 percent in 2013.
- CIC provided \$14,313 of camp scholarships in 2013, while none were reported for 2012.
- Camps In Common's 2012 Annual Report stated that three members of the Board of Directors left. OPR is uncertain as to the number of Board Members at this time.
- 2013 Youth Camp participation was down slightly from 60 to 54 youth served.
- Family Camp revenue grew by approximately 15 percent, while Group Rental revenue grew by over 20 percent.
- Customer satisfaction surveys continue to rank CIC high in all areas except an average rating given for Planned Activities.

OPR will request and continue to request and evaluate financial statements and demographic information from CIC.

SUSTAINABLE OPPORTUNITIES

Economic: The economic impact benefits the Plumas County economy through the purchase of goods and services related FRC and through dollars spent by FRC campers.

Environmental: FRC recycles through the local sanitary district and follows local laws relating to disposal of debris. FRC 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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Social Equity: Programs at Feather River Camp could benefit City residents and youth at recreation centers should this resolution be adopted.

For questions regarding this report, please contact Dana Riley, Assistant to the Director, at 510-238-6495.

Respectfully submitted,

 Dana Riley for:

Audree V. Jones-Taylor
Director, Oakland Parks and Recreation

Prepared by:
Dana Riley, Assistant to the Director
Oakland Parks and Recreation

Attachments: A - U.S. Forest Service Special Use Permit
B - Camps In Common 2013 Annual Report
C - Camps In Common Rate Sheet

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**U.S. DEPARTMENT OF AGRICULTURE
Forest Service
AMENDMENT
FOR
SPECIAL USE AUTHORIZATION
AMENDMENT NUMBER: 1**

This amendment is attached to and made a part of the special use authorization (identified above) issued to City Of Oakland on 06/16/1995 which is hereby amended as follows:

Replace existing fee clause with the following as authorized by the National Forest Organizational Camp Fee Improvement Act of 2003, PL 108-7.

The annual fee due the United States for the activities authorized by this permit shall be calculated using the following formula:

Fee = Land Use Fee + Other Revenues Fee + Facility Use Fee, where:

1. Land Use Fee. The Land Use Fee = .05 (Acres x Value Per Acre x Annual Adjustment Factor), Reductions for Priority 1 and Priority 2 Use.

The land use fee may be offset pursuant to section 3 of the Federal Timber Contract Payment Modification Act (16 U.S.C. 539f). This offset work and its value shall be documented and agreed to in advance.

(a) The Value Per Acre is the estimated per-acre market value of land and buildings in the county where the camp is located, as reported in the most recent Census of Agriculture conducted by the National Agricultural Statistics Service. The Annual Adjustment Factor is the annual compounded rate of change between the two most recent Censuses of Agriculture.

(b) Reductions to the land use fee for Priority 1 and Priority 2 use are calculated as follows:

Priority 1 - Reduce the annual land use fee proportionate to the number of individuals with a disability and children at risk annually who attend the organizational camp.

Priority 2 - Reduce the remaining land use fee amount by up to 60 percent, proportionate to the number of persons annually who attend the organizational camp and participate in youth programs through organized and supervised social, citizenship, character-building, or faith-based activities oriented to outdoor recreation experiences.

(c) The land use fee may not be reduced below the minimum land use fee. The minimum land use fee is \$300, unless adjusted by the region where the organizational camp is located, per FSM 2715.04b, paragraph 1. The minimum fee is due in advance of use and is not refundable.

2. Fee Based on Other Revenues. Revenue derived under this permit for purposes other than to introduce young people or individuals with a disability to activities that they may not otherwise experience and to educate them on natural resource issues is subject to a fee of 5 percent of adjusted gross revenue. The fee based on other revenues may be offset pursuant to section 3 of the Federal Timber Contract Payment Modification Act (16 U.S.C. 539f). This offset work and its value shall be documented and agreed to in advance. Estimated fees based on other revenues shall be calculated on an Estimated Fee Determination Sheet. Payments shall be made quarterly in advance of use.

(a) Documentation of Revenue. Separately document revenue derived under this permit for purposes of introducing young people or individuals with a disability to activities that they may not otherwise experience and to educate them on natural resource issues, from revenue derived under this permit for other purposes.

(b) Accounting Records and Access. The holder shall follow generally accepted accounting principles or another cash basis of accounting in recording financial transactions. When requested by the Forest Service, the holder at its expense shall have its annual accounting records audited by an independent public accountant acceptable to the Forest Service. The holder shall make all of the accounting books and supporting records for the business activities authorized by this permit available for audit by the Forest Service or other federal agencies authorized to review Forest Service activities. The holder shall retain these records and make them available for review for 5 years after the end of the year in which they were generated, unless disposition is otherwise authorized by the Forest Service in writing.

3. Facility Use Fee. There is no facility use fee for this permit. The facility use fee is \$0.00, which is 5 percent of the value of the Government-owned facilities authorized by this permit. The facility use fee is subject to Granger-Thye fee offset in accordance with clauses VI.D and E. The facility use fee is not subject to reduction or waiver, or offset pursuant to section 3 of the Federal Timber Contract Payment Modification Act (16 U.S.C. 539f).

This Amendment is accepted subject to the conditions set forth herein, and to conditions _____ to _____ attached hereto and made a part of this Amendment.

(Holder Signature) *Robert A. ...*
for JAMES M. PEÑA

(Holder Signature) Forest Supervisor
(Name and Title)

Date: _____ Date: 8/04/04

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archaeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

USDA - Forest Service	a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
TERM SPECIAL USE PERMIT	70	05	11
Act of March 4, 1915, as amended July 28, 1956 or Act of March 30, 1948	d. District (7-8)	e. User No. (9-12)	f. Kind of Use (13-15)
(Ref. FSM 2710)	56	1001-01 1000-01 SB	113
	g. State (16-17)	h. County (18-20)	i. Card no. (21)
	06	063	1

Permission is hereby granted to City of Oakland, Parks and Recreation Department
 of 1520 Lakeside Drive, Oakland, CA 94612

hereinafter called the permittee, to use subject to the conditions set out below, the following described
 lands or improvements for the period of 25 years from the date thereof: *- SEE SECTION 60*

A portion of National Foerst land located within:
T.24N., R.10E., M.D.B.M.
 Portions of the W1/2 W1/2 E1/2 and E1/2 E1/2 W1/2, Section 31
 as shown in red on the attached maps labeled EXHIBIT "A".

This permit covers 37.58 acres and is issued for the purpose of:

Operating and maintaining an Organization Camp for public use. The camp improvements consist of a shop,
 office, dining hall, kitchen, caboose office, cabins, tent frames, water, sewage system, corral, roads,
 caretaker residence, amphitheater, restroom, swimming hole, and other smaller developments.

1. Construction or occupancy and use under this permit shall begin within _____ months, and
 construction, if any, shall be completed within _____ months, from the date of the permit. This use
 shall be actually exercised at least 365 days each year, unless otherwise authorized in
 writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of
 Agriculture, the sum of three thousand six hundred Dollars (\$ 3600.00) for the period from
January 1 19 95, to December 31, 1995, and thereafter annually
 on January 1
three thousand six hundred Dollars (\$ 3600.00):
 Provided, however, That the charges for this use shall be readjusted as of, and effective on, the
 beginning of each 5-year period from the due date of the first annual payment in order to place the
 charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions 1 to
60 attached hereto and made a part of this permit.

PERMITEE	Name of Permittee	Signature of Authorized Officer	Date
		<i>[Signature]</i> Title <u>Director OPA</u>	<u>6/8/95</u>
ISSUING OFFICER	Name and Signature	Title	Date
	MARK J. MADRID	<i>[Signature]</i> Forest Supervisor	<u>6/16/95</u>

4. Development plans; lay-out plans; construction, reconstruction, or alteration of improvements; or revision of lay-out or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, County, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

8. The permittee shall take all reasonable precaution to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Except as provided in Clause 16 below, upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee, and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises will be authorized by a permit to him, which may be for the unexpired term of this permit or for such new period as the circumstances justify.

14. The permittee may sublease the use of land and improvements covered under this permit and the operation of concessions and facilities authorized; Provided the express written permission of the Forest Supervisor has been secured. The permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

15. This permit may be revoked upon breach of any of the conditions herein.

16. If during the term of this permit or any extension thereof, the Secretary of Agriculture or any official of the Forest Service acting by or under his authority shall determine that the public interest requires termination of this permit, this permit shall terminate upon thirty days' written notice to the permittee of such determination, and the United States shall have the right thereupon to purchase the permittee's improvements, to remove them, or to require the permittee to remove them, at the option of the United States, and the United States shall be obligated to pay an equitable consideration for the

improvements or for removal of the improvements and damages to the improvements resulting from their removal. The amount of the consideration shall be fixed by mutual agreement between the United States and the permittee and shall be accepted by the permittee in full satisfaction of all claims against the United States under this clause: Provided, That if mutual agreement is not reached, the Forest Service shall determine the amount and if the permittee is dissatisfied with the amount thus determined to be due him he may appeal the determination in accordance with the Appeal Regulation (36 C.F.R. 251 Subpart C) and the amount as determined on appeal shall be final and conclusive on the parties hereto; Provided further, That upon the payment to the permittee of 75% of the amount fixed by the Forest Service, the right of the United States to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

17. ~~The permittee agrees that the amount which the United States shall be required to pay for improvements in accordance with Clause 16 shall in no event exceed \$1,113,000; and that this instrument may be introduced in any judicial proceedings for the acquisition of such improvements by the United States as the stipulation of the permittee and the United States with regard to the maximum amount which the United States shall be required to pay for the taking thereof.~~

18. In case of change of address the permittee shall immediately notify the forest supervisor.

19. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the following clauses will control.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB # 0596-0082), Washington, D.C. 20503.

19. LATE PAYMENT INTEREST CHARGE: (A-6(R5))

Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 USC 3717, et seq., and regulations at 4 CFR 102.13, an interest charge shall be assessed on any payment not made by the payment due date. Interest shall be assessed using the most current rate prescribed by the United States Department of Treasury Fiscal Requirements Manual (TFRM-6-8020.20). Interest shall accrue from the date the payment was due. In addition, the cost of processing and handling the overdue payment shall be added to the amount due.

A penalty of 6 percent per year shall be assessed on any payment overdue in excess of 90 days from the payment due date.

Payments will be credited on the date received by the designated collection officer or deposit location. If the payment due date(s) falls on a nonworkday, the interest and penalty charges shall not apply until the close of business of the next workday.

21. PERMIT FEE CHANGE: (A-R5-4)

The permit fee will be subject to revision should Forest Service policy on fees change.

22. NONDISCRIMINATION, SERVICES: (B-2(R5))

During the performance of this permit, the holder agrees:

- a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the holder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. (Ref. Title VII of the Civil Rights Act of 1964 as amended).
- b. The holder and employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, national origin, age or handicap, by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. (Ref. Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments, and the Age Discrimination Act of 1975).
- c. The holder shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.
- d. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

e. That the Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

23. INDEMNIFICATION OF THE UNITED STATES: (B-8)

The holder shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.

24. INSURANCE CLAUSE: (B-10)

The holder shall have in force public liability insurance covering: (1) property damage in the amount of twenty-five thousand dollars (\$25,000) and (2) damage to persons in the minimum amount of one-hundred thousand dollars (\$100,000) in the event of death or injury to one individual, and the minimum amount of three-hundred thousand dollars (\$300,000) in the event of death or injury to more than one individual. The coverage shall extend to property damage, bodily injury, or death rising out of the holder's activities under the permit including, but not limited to, the occupancy or use of the land and the construction, maintenance, and operation of the structures, facilities, or equipment authorized by this permit. Such insurance shall also name the United States as a co-insured and provide for specific coverage of the holder's contractually assumed obligation to indemnify the United States. The holder shall send an authenticated copy of its insurance policy to the Forest Service immediately upon issuance of the policy. The policy shall also contain a specific provision or rider to the effect that the policy will not be canceled or its provisions changed or deleted before thirty (30) days written notice to the Forest Supervisor, Plumas National Forest, P.O. Box 11500, Quincy, California 95971, by the insurance company.

Rider Clause (For insurance companies)

It is understood and agreed that the coverage provided under this policy will not be canceled or its provisions changed or deleted before thirty (30) days of receipt of written notice to the Forest Supervisor, Plumas National Forest, P.O. Box 11500, Quincy, California 95971, from the insurance company.

25. RISK AND HAZARDS: (B-24)

Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the Forest that present risks which the holder assumes. The holder has the responsibility of inspecting the site, lot, right-of-way, and the immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.

26. CONSTRUCTION SAFETY: (B-25)

The holder shall carry on all operations in a skillful manner, having due regard for the safety of employees; and shall safeguard with fences, barriers, fills, covers, or other effective devices, pits, cuts, and other excavations which otherwise would unduly imperil the life, safety, or property of other persons.

27. SANITATION: (B-33)

The operation and maintenance of all sanitation, food service, and water-supply methods, systems, and facilities shall comply with the standards of the local department of health and the United States Public Health Service.

The holder shall dispose of all garbage and refuse in a place and manner specified by the Forest officer in charge.

28. REFUSE DISPOSAL (B-34)

The holder shall dispose of refuse resulting from this use, including waste materials, garbage, and rubbish of all kinds, in the following manner: Haul to an approved County waste disposal facility or contract with a disposal service that hauls to a County approved waste disposal facility.

29. BUILDING AND SERVICE SYSTEM PLANS: (C-6)

All plans and specifications for buildings shall be prepared by an architect licensed in the State in which the building will be located. The plans shall be in accordance with the Uniform Building Code.

Building plumbing shall be in accordance with the National Plumbing Code. The electrical system shall be in accordance with the National Electrical Code. Other systems shall be designed in accordance with recognized standards.

Plans shall be submitted to the authorized officer for approval prior to beginning of construction.

The holder shall submit to the authorized officer a certification by the architect or engineer who inspected construction that the building has been constructed in accordance with the approved plans before the building is approved for use.

30. SITE DEVELOPMENT PLANS: (C-16)

This permit is contingent upon the installation layout and development plans as submitted by the holder and approved as a part of this permit for this specific location. Any and all subsequent relocations, alterations, revisions, additions, construction, or reconstruction of housing and mounting facilities, including antenna towers or masts, shall require advance notification and approval of the Forest Service and advance modification of this permit.

31. ELECTRICAL WIRING: (C-17)

All electrical wiring will be installed and maintained in strict compliance with the safety rules dealing with electrical supply and communication lines which are set forth in the National Electric Safety Code and also with all applicable local codes. Upon the completion of the installation covered by this permit, the holder shall deliver a written certification to the Forest Service that all of said safety requirements for wiring have been met.

32. WATER POLLUTION: (D-2)

No waste or byproducts shall be discharged into water if it contains any substance in concentrations which will result in harm to fish and wildlife, or to human water supplies.

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water, that would result in harm to fish and wildlife or to human water supplies.

33. ESTHETICS: (D-3)

The holder shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.

34. REVEGETATION, SURFACE RESTORATION OF GROUND COVER: (D-9)

Holder shall be responsible for prevention and control of soil erosion and gullying on lands covered by this permit and adjacent thereto, resulting from construction, operation, maintenance, and termination of the permitted use. Holder shall so construct permitted improvements to avoid the accumulation of excessive heads of water and to avoid encroachment on streams. Holder shall revegetate or otherwise stabilize all ground where the soil has been exposed and shall construct and maintain necessary preventive measures to supplement the vegetation.

35. REVEGETATION, SURFACE RESTORATION, SEEDING OR PLANTING: (D-11)

Seeding or planting will be done at a time of the year, in a manner, and with species which the District Ranger considers offer the best chance of success and will be repeated annually until such areas are accepted in writing by the District Ranger as satisfactorily revegetated and stabilized.

36. BUTANE & PROPANE INSTALLATIONS: (D-14)

All butane, propane, or other liquified petroleum gas equipment shall be installed and operated in accordance with the laws and regulations of the State.

37. DAMAGE AND FIRE: (D-18)

The holder agrees to take all necessary precaution to avoid damage to property and resources of the United States and will, independently and upon request of the Forest Service, prevent and suppress fires on or near lands occupied, or to be occupied, under this permit, and to pay and indemnify the United States for any and all injury, loss, or damage, including but not limited to fire suppression costs, the United States may suffer as a result of claims, demands, losses, or judgments caused by the holder's use or occupancy to the maximum extent possible in accordance with State laws, ordinances, regulations, and rules.

38. LIVESTOCK CONTROL: (D-22)

No stock under the holder's control shall be allowed to run at large.

39. PESTICIDES USE: (D-23)

Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service. A request for approval of planned use of pesticides will be submitted annually by the holder on the due date established by the authorized officer. The report will cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted.

Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned will be considered for use on National Forest System lands. Label instructions will be strictly followed in the application of pesticides and disposal of excess materials and containers.

40. FIRE-CONTROL PLAN: (F-20)

The holder shall join the Forest Service in preparing a fire plan which shall set forth in detail the plan for prevention, control, and extinguishing of fires on the permitted areas and within his area of responsibility defined on an included map. Such plans shall be jointly reviewed and revised at intervals of not less than three (3) years.

41. FIREWORKS: (F-22)

No fireworks shall be stored or used on the land covered by this permit, or in the structures thereon.

42. IMPLIED PERMISSION: (X-3)

Nothing in this permit shall be construed to imply permission to build or maintain any structure not specifically named on the face of this permit, or approved by the authorized officer in the form of a new permit or permit amendment.

43. SERVICES NOT PROVIDED: (X-14)

This permit is for the occupancy of land for the purposes stated and does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a Government agency, utility, association, or individual.

44. USE BY OTHER GROUPS: (X-16)

This permit is issued with the understanding that the holder will make the camp and facilities available for use by other groups and organizations to the extent possible to obtain the greatest total use during the year: Provided, that the use by other groups does not conflict with the scheduled use by the holder. The holder will furnish the authorized officer annually on or before May 1, a schedule of use, organizations using, and planned number of users.

45. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES: (X-17)

If, during excavation work, items of substantial archeological, paleontological, or historic value are reported or discovered, or an unknown deposit of such items is disturbed, the holder will immediately cease excavation in the area so affected. Holder will then notify the Forest Service and will not resume excavation until written approval is given by the authorized officer.

If it deems it necessary or desirable, the Forest Service may require the holder to have performed recovery, excavation, and preservation of the site and its artifacts at the holder's expense. At the option of the Forest Service, this authorization may be terminated at no liability by the United States when such termination is deemed necessary or desirable to preserve or protect archaeological, paleontological, or historic sites and artifacts.

46. AREA ACCESS: (X-19)

The holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the holder of the privileges thereof.

47. REGULATING SERVICES AND RATES: (X-22)

The Forest Service shall have the authority to check and regulate the adequacy and type of services provided the public and to require that such services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services authorized by the permit. Such prices and services may be regulated by the Forest Service: Provided, that the holder shall not be required to charge prices lower than those charged by comparable or competing enterprises.

48. LIQUOR SALES PROHIBITED: (X-25)

The sale of liquors or other intoxicating beverages is expressly prohibited on the area covered by this permit.

49. PARKING AREAS: (X-28)

The holder shall restrict all parking to areas approved by the Forest Service.

50. SIGNS: (X-29)

No signs or advertising devices shall be erected on the area covered by this permit, or highways leading thereto, without prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards, as determined by the Forest Service.

51. ADVERTISING: (X-30(R5))

The holder in any advertisements, signs, circulars, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of this permit, or the area covered by it or tributary thereto. The fact that the permitted area is located on the Plumas National Forest shall be made apparent in all of the holder's brochures and advertising regarding use and management of the area and facilities under permit.

Advertising materials released to the public, as appropriate, will contain a statement that the permitted area is located on the Plumas National Forest and that the facility will be operated on a non-discriminatory basis. If photographs and/or other graphics are used, they will convey the message of equal opportunity. All advertising material must be approved by Forest Service prior to use.

52. IMPROVEMENT RELOCATION: (X-33(R5))

This permit is granted with the express understanding that should future location of Government improvements, road rights-of-way or utilization of National Forest resources require the relocation of the holder's improvements, such relocation will be done by, and at the expense of the holder within a reasonable time as specified by the authorized officer.

53. HOLDER'S AND USER'S CONDUCT: (X-40(R5))

Disorderly or otherwise objectionable conduct by the holder or those occupying the premises with permission shall upon proof thereof, be cause for termination of this permit. The holder will take reasonable measures to prevent and discourage vandalism or disorderly conduct, and when necessary, will call in the appropriate law enforcement officer.

54. WATER RIGHTS: (X-74)

This permit confers no right to the use of water by the holder.

55. DISPUTES: (X-96)

Appeal of any provisions of this authorization or any requirements thereof shall be subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

56. POTABILITY OF WATER: (X-R5-15)

It is expressly understood by the holder, and the holder hereby acknowledges, that the Forest Service is not responsible in any manner for the potability of the water developed under this permit. Holder assumes any and all risks and/or hazards as to the potability of such water.

57. SITE DEVELOPMENT SCHEDULE: (K-14)

As a part of this authorization, the holder shall, in consultation with Forest Service, prepare a schedule for the progressive development of the permitted site and installation of facilities. Such a schedule shall be prepared by December 31, 1993, and shall set forth an itemized priority list of planned improvements and the planned date for completion. This schedule shall be made a part of this authorization. The holder may accelerate the scheduled date for installation of any improvement authorized, provided the holder has met other scheduled priorities; and provided further, that the holder has completed all priority installations authorized to the satisfaction of the Forest Service prior to the scheduled due date.

The holder shall submit all construction plans to the Forest Service for approval a minimum of 45 days prior to anticipated start of construction. All plans for construction of facilities must have the approval with signature of a registered professional engineer of the appropriate specialty, and must have the approval of the Forest Service prior to the use of these plans in constructing this project. These plans shall then become part of this authorization as Exhibit B, to be attached hereto.

The holder shall ensure construction bid invitations are in compliance with this authorization and with all applicable environmental protection standards.

The holder's actual layout on-the-ground, the holder shall use accurate mapping based on an adequate survey of the land, including the location of special areas such as water courses.

The holder shall furnish to officers of the United States such information as may be required concerning the construction, operation, and maintenance of the project, and of any alteration thereof.

When asked by the Forest Service, the holder shall provide for an on-the-ground review with the Forest Service of the plans for any area of concern to the Forest Service at least 7 days prior to beginning construction on that area.

58. FOREST SERVICE REPRESENTATIVE (X-R5-11)

The Forest Service representative for this special-use permit is: Quincy District Ranger, 39696 Highway 70, Quincy, CA 95971.

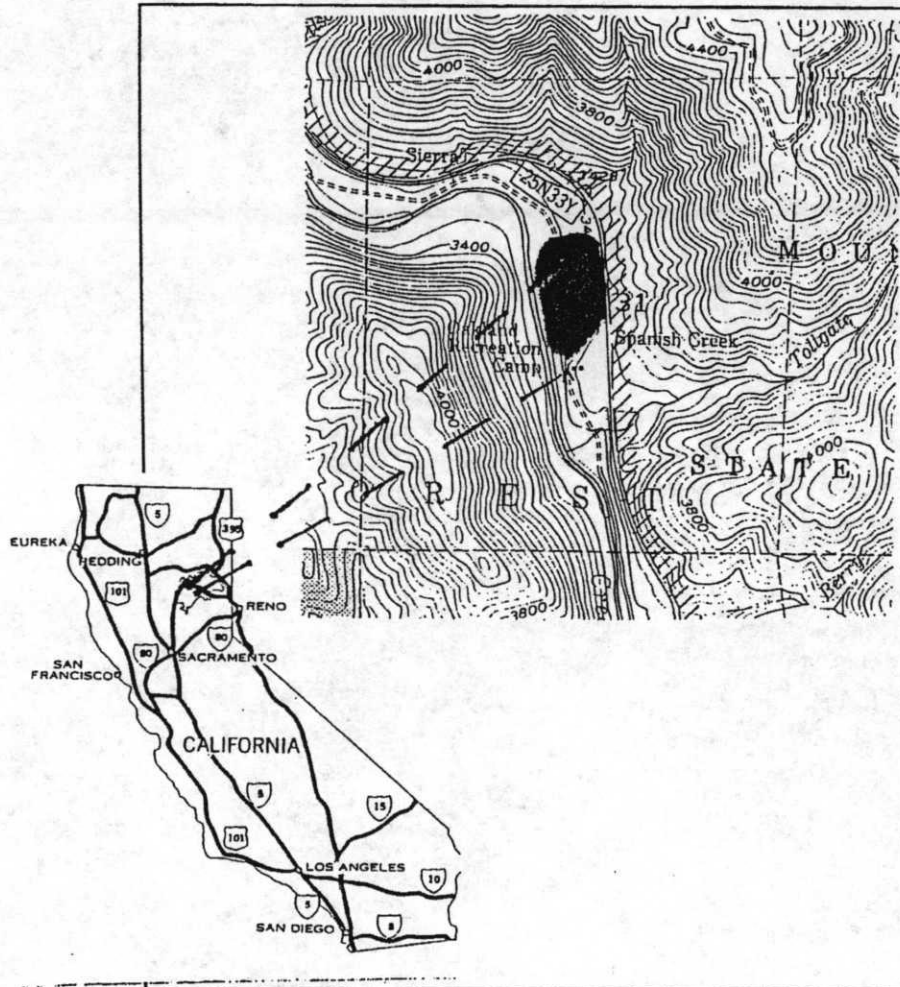
59. SUPERSEDED PERMIT: (X-18)

This permit supersedes a special-use permit designated: Organization Camp issued to the City of Oakland on September 3, 1968.

60. LONG-TERM USE: (E-2)

Unless sooner terminated or revoked by the authorized officer, in accordance with the provisions of the authorization, this authorization shall expire and become void on December 31, 2018, but a new special-use authorization to occupy and use the same National Forest System land may be granted provided the holder will comply with the then-existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the authorized officer not less than one year prior to said date that such new authorization is desired.

EXHIBIT A
(Feather River Vacation Camp)
SITE LOCATION MAP
(Page 1 of 2)

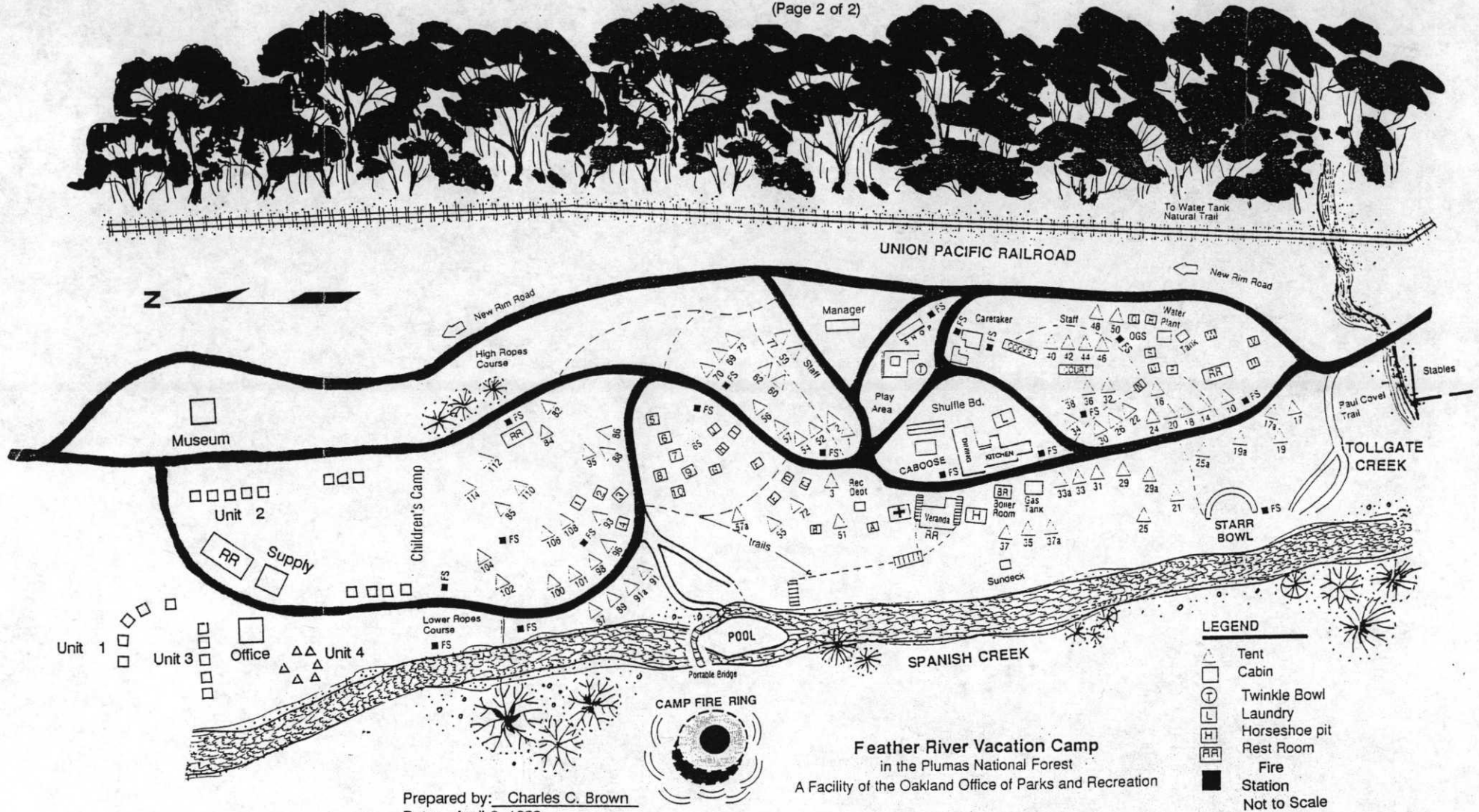


Improvements located in Section 31, T.24N., R10E., M.D.B.M.
(Specific site of improvements represented in red on map)



Prepared by: Charles C. Brown
Date: April 2, 1993

EXHIBIT A
Feather River Vacation Camp
SITE MAP
 (Page 2 of 2)



Prepared by: Charles C. Brown
 Date: April 2, 1993

Feather River Vacation Camp
 in the Plumas National Forest
 A Facility of the Oakland Office of Parks and Recreation

- LEGEND**
- △ Tent
 - Cabin
 - ⊕ Twinkle Bowl
 - L Laundry
 - H Horseshoe pit
 - RR Rest Room
 - Fire Station
 - Not to Scale



September 3, 2013

To: The City of Oakland
From: Camps In Common
Re: End of Year Narrative Report

Overview:

2013 marked the eleventh consecutive summer with Camps In Common as the operators of Oakland Feather River Camp. In 2014, we will celebrate camp's 90th anniversary.

We continue to be challenged each summer with the overall condition of camp's aging infrastructure. One positive note is we have almost completed all of the Project WW projects. However, we continue to need a productive dialogue with the City to address the ongoing capital needs of the facility as well as an executed contract that clearly defines both our roles and responsibilities. I look forward to working together to bring this to fruition.

This summer, I held a meet-and-greet with each family camp to discuss the state of camp and what our future holds. To a person, they shared the belief that Oakland Feather River Camp is a jewel for the City and truly hope we continue to be in operation for future generations. By forging a meaningful partnership with the City, I have no doubt that we will continue providing outstanding summer experiences to all those who visit camp each and every summer.

Sincerely,

A handwritten signature in black ink, appearing to read "Billy Dannals", with a stylized flourish at the end.

Billy Dannals,
Executive Director of Camps In Common,
Operator of Oakland Feather River Camp

OAKLAND FEATHER RIVER CAMP

Our mission is to promote and celebrate connections between nature, family and community at Oakland's Feather River Camp in the Plumas National Forest.

We create unique opportunities to advance environmental awareness, cultural diversity, and youth empowerment.

Operated by Camps In Common A non-profit corporation Tax ID # 43-1993846

Finances:

Although we have not wrapped up our fiscal year yet, Family Camp revenue grew from 2012: \$250,535 compared to \$220,744 (2012). Rental Group revenue was also higher: \$197,207 compared to \$163,972 in 2012. Overall, our projected actuals for 2013 is: \$504,394 compared to \$475,525 in 2012. Our Youth Camp also showed growth from last year, generating \$21,921 compared to \$16,248 in 2012. Camps In Common also provided \$14,313 in financial assistance to families this summer.

Repairs and Maintenance:

This summer started off with the majority of the Project WW projects completed. Our campers were treated to new paving around camp, the patio was redone and made ADA accessible, the new 10K gallon water tank was installed, and the walk-way from the ADA accessible cabin A to the dining hall was completed. Still left undone is the removal and replacement of the Veranda deck, due to our inability to access the funding because of the contract with the City remaining unsigned. Other repair issues included needing to completely remove tent 56 due to wear and tear. We also did a major repair to the Veranda deck to ensure its stability for the summer.

Routine Maintenance Performed:

- Annual raking and cleaning of site
- Replacement of mattresses (50)
- Replacement of tent covers (12)
- Put up and take down of tent canvases
- Vehicle maintenance
- Fire equipment serviced/replaced
- Tagging and felling hazardous trees
- Snake out sewers
- Repainting tables, trim and buildings

Unexpected, out-of-the-ordinary expenses totaling approximately \$4,000:

- Maintenance of the Ice Machine. Needs to be replaced.
- Substantial repair to the Veranda Deck.
- Maintenance of kitchen ice machine and walk-in freezer
- Maintenance of the Walk-in Freezer. May need to be replaced.

Programs:

In 2013, Family Camp theme programs were continued as in past seasons. The Theme Weeks of Family Camp were:

- Space & Sky Week
- Celebration Week: Family, Fun & the Fourth!
- Music for the Whole Family Week
- Folk Dance Week
- Old Fashioned Family Camp Week

In 2013, the Adult Art Camp, Aurora School and Camp It Up! continued their participation at camp. We also added the 4-H of Plumas County Summer Camp Program. CIC brought 54 youth to Camp Kidd & Camp Sierra, slightly down from 60 in 2012. We also had the Evergreen Baptist Church participate in camp this summer, bringing 34 youth.

Customer Satisfaction:

Overall, campers appeared to be very pleased with their camp experience this summer. Camp food consistently received high reviews, as did our staff. Scale 1-5, 1 low, 5 high:

Registration	Check-In	Accommodations	Restrooms	Planned Activities	Food	Staff Service	Staff knowledge
4	4	4	4	3	4	5	4

Census Information:

Total people served in 2013: 1173
 Total Family Campers served: 591
 Total Families Served: 203

Space & Sky Week 14 (simultaneous with Adult Art Camp 94)
 Celebration Week: Family, Fun & the Fourth! 92
 Music for the Whole Family Week 101
 Folk Dance Week 206
 Old Fashioned Family Camp Week 127

Total Family Camp 'Camper-Days' in 2013: 3075
 Average Daily Attendance: 84
 Camp Kidd & Camp Sierra: 54

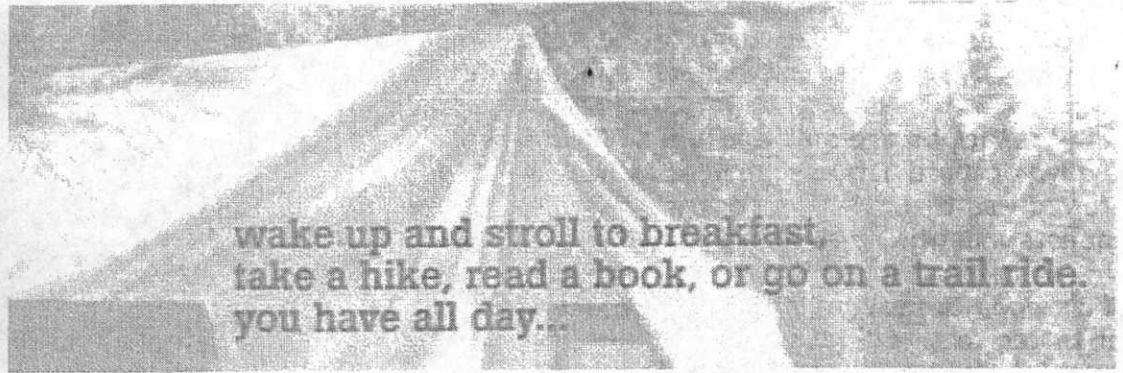
Rental Groups: Total People Served: 582

- Aurora School 103
- Adult Art Camp 94
- Camp It Up! 275
- 4-H of Plumas County 110

Demographics:

For those campers who voluntarily shared their demographic information with CIC:

- 71% of respondents identify as Caucasian/White
- 16% of respondents identify as members of two or more races
- 11% of respondents identify as African-American/Black
- 3% of respondents identify as Asian/Pacific Islander
- 3% of respondents identify as Latino/Hispanic
- 55% of respondents live in Oakland, CA.



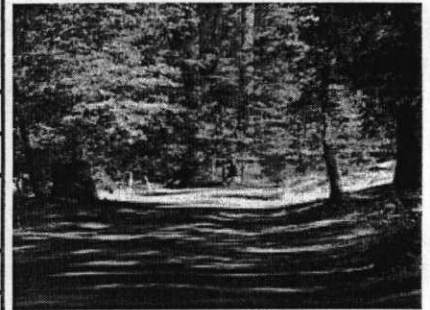
about us	programs	rates & registration	amenities	logistics	events
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Rates & Reservations

Oakland Feather River Camp imposes no minimum stay. However, we invite you to stay longer by reducing the rates for 5 nights or more.

2014 Family Camp Rates[†]

Category	Age Group	Oakland Resident Daily Rate	Non-Oakland Resident Daily Rate	4 Nights or Less Daily Rate
Adult	18+	\$86	\$96	\$96
Teen	13-17	\$78	\$88	\$88
School-age child	6-12	\$72	\$82	\$82
Pre-school child	2-5	\$55	\$65	\$65
Infant	<2	no charge	no charge	no charge



To make a reservation, please complete and return your registration form along with a minimum 50% deposit of your total stay. Your deposit includes a \$50 nonrefundable administrative fee. The balance of your fees is due June 2, 2014. If you pay with a credit card, your balance will automatically be charged on June 2, 2014.

Reservations are accepted on a first come, first serve basis. Every attempt will be made to accommodate your preferred dates and location however, Camps in Common reserves the right to make the final tent/cabin assignments based on availability.

Payment

All payments by check to be made out to "Camps In Common", NOT Oakland Feather River Camp.

Payments may be mailed or faxed to our Oakland office:

CAMPS IN COMMON

P.O. Box 11061
Oakland, CA 94611
Fax: 510.601.1595

- by check or money order (please do not mail cash) (made payable to Camps in Common)
- by credit card (Visa or MasterCard)

[Click Here for Family Camp Registration Form](#)

[Click Here for Youth Camp Registration Form](#)

[Click Here for Camp Site Map](#)

Change & Cancellation Policy: Refunds must be requested in writing no less than 20 days prior to your scheduled arrival date. Due to the short camp season, refunds requested less than 20 days prior to your scheduled arrival date cannot be returned.

All cancellations are subject to a \$50 non-refundable administration fee. Cancellations received 20 days or more before scheduled arrival will be refunded, less the administration fee. Cancellations received less than 20 days prior to scheduled arrival date are not refundable. Cancellation/refund requests must be received in writing.

All changes to reservations are subject to a \$25 administration fee. Changes include, but are not limited to, shortening the camp visit, removing guests from registration, changing arrival or departure dates or the number of people attending, and anything requiring an adjustment in assigned to any aspect of reservation.

Reductions of people in your party, or length of visit, received less than 20 days prior to scheduled arrival date are not refundable.

When additional days or people are **added** to the reservation, the fee will be waived.

† All rates are subject to approval by the City of Oakland.

Group Rentals

The camp is available for rental by groups who wish to provide their own program during the off-season. During the camp season, groups can be accommodated, depending on space available. In addition to programming and staff, rental groups must present a certificate of insurance at the time of reservation.

For more information, please call 510.336.2267.

2014 Rental Group Rates

Category	Age Group	Daily Rate
Adult	18+	\$72
Teen	13-17	\$65
School-age child	6-12	\$60
Pre-school child	2-5	\$45
Infant	<2	no charge

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CAMPS + IN + COMMON • a non-profit corporation • 510.336.2267

FILED
OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL

Macanlay
City Attorney

2014 MAY 29 AM 9:51 **RESOLUTION No. _____ 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.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

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

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

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