Resolution No. 06-0241

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR USE OF SILVER LAKE CAMP FOR THE OPERATION OF "4-H CAMP"

WHEREAS, the Regents of the University of California have leased the Silver Lake Camp site from the City for more than 35 years for their 4-H Camp; and

WHEREAS, the agreement with the City expired at the end of last year's camping season; and

WHEREAS, the Regents have requested another five-year agreement for the use of Silver Lake Camp for a two-week period in August, at the rates set forth in the City's Fee Schedule; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the City Council hereby authorizes and directs the City Manager to execute an agreement between the City and the Regents of the University of California for use of Silver Lake Camp for a five-year period, commencing this camping season (2006) and expiring in 2010, which is attached hereto as Exhibit "A" and incorporated herein by reference.

2. That the City Manager is hereby authorized and directed to take all actions necessary to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED ___________ MAY - 9 2006

EDWARD J. CHAVEZ
Mayor of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

City Atty Review ___________ LSW
Date ___________ May 1, 2006
AGREEMENT

THIS AGREEMENT is made and entered into on _________________, by and between the CITY OF STOCKTON, a municipal corporation, hereinafter referred to as "CITY," and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, with a business address of U.C. Cooperative Extension, 420 South Wilson Way, Stockton, CA 95205, hereinafter referred to as "REGENTS."

WITNESSETH

WHEREAS, CITY maintains the Stockton Silver Lake Family Camp in Amador County, California, and

WHEREAS, REGENTS have indicated their desire to have exclusive use of said facilities for the purpose of conducting a camp and program for the San Joaquin County 4-H Program to provide camping experience with adult leadership for club members:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The term of this agreement shall be for a period of five (5) years as follows:

   (a) REGENTS will have use of the camp and facilities for the 2006 season from 12:00 p.m. (Noon) on Thursday, June 29, to 12:00 p.m. (Noon) on Wednesday, July 12, 2006 for a total of 14 days. After the 2006 season, the San Joaquin County 4-H Program and CITY will meet each year in October to determine the dates, reserve camp and provide deposit for the following year's season.

2. REGENTS agree to pay CITY for the use of said camp and facilities at the rates hereinafter set forth within thirty (30) days from date of billing by CITY:

   (a) During the 2006 season, the rental fee will be based on the Organizational Camp Rates (no meals included), as set forth in the CITY's "fee schedule." The fee is $633.00 per day for the first 60 people and $7.30 per day for each additional person. There is no additional fee for cabins per day. The rental fees for the 2007, 2008, 2009, and 2010 will be based on the same Organizational Camp rates as set forth in the CITY's fee schedule (no meals included). Rates are increased based on the consumer price index, but not to exceed a maximum of three percent (3%).

3. CITY agrees:

   (a) To provide accommodations for a maximum of 225 campers and staff (maximum allowed under the special use permit by El Dorado National Forest Service).

   (b) To provide cabins, each to be set up with a double bed and two sets of bunk beds with mattresses.
(c) To provide cooking facilities and utensils, including knives, forks, spoons, and dishware.

(d) To provide camp managers and camp maintenance workers to operate the facilities at CITY's cost and expense. Up to seven (7) CITY staff may remain at the facilities during the camp, and not more than three (3) cabins will be set aside for their housing needs. The seven (7) CITY staff will include: a camp manager team of two (2), two (2) person maintenance crew and a maximum of three (3) workers. The CITY agrees to assure that CITY staff who may remain at the facility during camp are cleared by the Department of Justice to work in the presence of youth consistent with the CITY's employment requirements. CITY staff will not participate, or be invited to participate in REGENTS' activities and programs. At the discretion of the REGENTS, REGENTS personnel may hire CITY staff as needed to fill positions while utilizing the facilities.

(e) To provide a generator with fuel for electricity to operate from 5:30 a.m. until 11:00 p.m. Lighting to be provided for bathhouse restrooms and nurse's cabin at night after generator is turned off.

(f) To provide one (1) truck and driver for the hauling of trash and garbage. REGENTS' 4-H members will provide assistance to CITY to load and unload trash cans once a day. Riding on back of truck is not allowed.

(g) To provide cleaning supplies including towels and toilet tissue for the bathrooms.

(h) To provide REGENTS with full access to Camp Store. CITY will remove all candy and items, REGENTS will supply own candy. CITY will purchase leftover camp store items and candy at REGENTS' cost.

(i) To notify REGENTS concerning cabin availability at least two (2) weeks prior to scheduled camp opening.

(j) To provide firewood for use in lodge and fire pit.

4. REGENTS agree:

a) To provide staff for the janitorial cleaning of restrooms, lodge, and kitchen areas. REGENTS staff will clean the restrooms and showers once a day and thereafter as needed. REGENTS staff will clean the kitchen throughout the day in accordance with health standards. REGENTS staff will clean the lodge after all meals.

b) To provide supervision, programming and furnish all materials, supplies and equipment necessary for the operation of the camp programs.

c) To provide food and staple supplies to feed staff, campers and CITY staff assigned to camp.
d) To provide necessary staff members to do any cleaning and additional moving and setting up of the camp one (1) day prior to REGENTS attendance beyond what is agreed in Section 3. At the conclusion of camp, REGENTS will return the camp to original status.

e) To assume responsibility for damage to camp caused by the negligent act or omissions of REGENTS (which includes officers, agents, volunteer leaders and employees) and will make arrangements for necessary repairs (typically billed for repairs) prior to the next scheduled use of the camp, which are caused by vandalism or malicious mischief of the REGENTS Program. Costs for repairs may include, but are not limited to, materials and supplies and salary and benefits to staff assigned to perform the repairs, as well as the CITY’s supervisory staff.

f) REGENTS agree to indemnify, defend, and hold CITY, its officers, employees, and agents harmless from and against any and all, liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of REGENTS, its officers, agents, or employees.

g) To provide and keep in full force and effect during the period of use of said facilities by REGENTS, a self-insurance program of general liability for injury to persons and property arising out of negligence during the operation or the use of said facilities with combined limits of $1,000,000 for injury to persons and property damage. The policy of insurance so provided shall contain a contractual liability endorsement to include the liability assumed by REGENTS under the terms of this Agreement and shall contain a provision that the policy may not be cancelled except after thirty (30) days notice in writing to be given to Risk Management of the City of Stockton. REGENTS shall also carry a policy of Worker’s Compensation insurance covering REGENTS employees. Copies of these policies or certificates from the insuring company in lieu thereof shall be submitted to Risk Management for approval by the City Attorney.

h) No furniture will be moved from the living quarters without prior approval of CITY’s Camp Manager. If CITY’s Camp Manager, or designated CITY representative, authorizes the removal of furniture, it will be taken directly to the utility building for storage and then returned to its original location at conclusion of camp.

i) REGENTS hereby understand and agree that unless otherwise expressed in this agreement, CITY’s Camp Manager shall have exclusive authority regarding the use and maintenance of the camp and its facilities and the implementation and application of all rules and regulations applicable thereto. In the event of any dispute with regard thereto, CITY’s Camp Manager shall have final decision making authority.

j) REGENTS agree to pay CITY a $1,000 deposit. The deposit will be refunded at conclusion of camp, providing no damage or past due charges exist.
5. It is agreed that either party may terminate this agreement in writing within One Hundred Eighty (180) days’ notice to the other party.

6. CITY’s Camp Manager and REGENTS staff will perform a walk-through of the entire camp before the first and after the last session of each season to determine if the camp facilities are left clean and to determine the amount of damage, if any, is due to the negligence of REGENTS during camp use.

7. CITY shall not be required to furnish additional facilities or equipment over and above those facilities and equipment ordinarily furnished for family camp.

8. REGENTS will be responsible for all programming during their period of use of said camp facilities. CITY will not interfere with such programming except to prevent violations of either the Rules or Regulations of the Forest Service and CITY.

9. It is agreed that based on the REGENTS risk management guidelines, additions and/or corrections may need to be made to this agreement upon mutual consent of the parties.

10. In the event that weather conditions prevent the opening or safe operation of said camp facilities on agreed dates, CITY shall have the option to assign REGENTS other times and/or dates, if available, and is agreed to by REGENTS, or to cancel the REGENTS’ camping period for said year. In the event of this type of cancellation, REGENTS’ $1,000 deposit will be refunded in full.

IN WITNESS WHEREOF, the parties hereto set their hands and seal the day and year first above written.

ATTEST:

KATHERINE GONG MEISSNER
CITY CLERK

CITY OF STOCKTON, a municipal corporation

J. GORDON PALMER, JR.
CITY MANAGER

THE REGENTS OF UNIVERSITY OF CALIFORNIA

W.M. Michael Canevari
U. C. Cooperative Extension
420 South Wilson Way
Stockton, CA 95205
(209) 468-9493

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
CITY ATTORNEY
By: [Signature]
Deputy City Attorney

2006 REGENTS Agreement