



REQUEST FOR PROPOSALS

**(3-YEAR CONTRACT, WITH  
2 1-YEAR EXTENSIONS)**

FOR REQUIREMENTS CONTRACT FOR OPERATION AND MAINTENANCE OF CAMP  
FRESNO AND CAMP FRESNO JR. AT DINKEY CREEK, CALIFORNIA

PROPOSAL NUMBER 9356

PROPOSAL SUBMISSION DEADLINE: (Prior to 3:00 p.m. , xxx, xxx, xxxx )

PROPOSAL CONTACT: **JEAN RUNNELS**

**PURCHASING DIVISION**

**Phone: (559) 621-1163 OR 621-1332**

**Fax: (559) 488-1069**

CITY OF FRESNO  
PROPOSAL SPECIFICATIONS

REQUEST FOR PROPOSALS  
REQUIREMENTS CONTRACT FOR OPERATION AND MAINTENANCE OF CAMP FRESNO  
AND CAMP FRESNO JR. AT DINKEY CREEK, CALIFORNIA

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I - INTRODUCTION  
- Notice Inviting Proposals  
- Instructions to Proposers

## NOTICE INVITING PROPOSALS

Sealed proposals will be received at the office of the Purchasing Manager of the City of Fresno, 2600 Fresno Street, Fresno, California 93721, all in accordance with the Specifications for:

### **REQUIREMENTS CONTRACT FOR OPERATION AND MAINTENANCE OF CAMP FRESNO AND CAMP FRESNO JR. AT DINKEY CREEK, CALIFORNIA REQUEST FOR PROPOSALS NO.9356**

The City of Fresno is soliciting proposals to operate and maintain Camp Fresno and Camp Fresno Jr. located in Dinkey Creek, California per Concession Agreement beginning January 1, 2016. This request is for **a 3 year contract with 2 1-year extensions.**

The RFP forms and specifications may be obtained from the Office of the Purchasing Manager (phone 559 621-1332) via the City's web site: [www.fresno.gov](http://www.fresno.gov), *For Business* (to the right of the screen), *Bid Opportunities*.

#### **Bids will not be accepted Online or via Fax.**

Bid Proposal forms, Instructions to Bidders and copies of the plans and/or specifications can also be obtained at the Office of the Purchasing Manager.

**Proposals are to be submitted at the Office of the Purchasing Manager of the City of Fresno, 2600 Fresno Street Room 2156 Fresno, CA. 93721 prior to the opening at 3 p.m. on Tuesday, \_\_\_\_\_, 2016, at which time they will be publicly opened and recorded.**

**All proposals must be made on the proposal forms provided by the** Purchasing Manager and must be accompanied by a deposit in the amount of **Five Hundred Dollars (\$500.00)** in the form of a Cashier's or Certified Check, an irrevocable letter of credit, or a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. All deposits will be held until a Contract has been executed with the successful Proposer or all proposals have been rejected.

The City of Fresno hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

A "Faithful Performance Bond" in the amount of Fifteen Thousand (\$15,000.00) must be filed with the Contract Documents by the successful Proposer.

The meeting room is physically accessible. Services of an interpreter and additional accommodations such as assistive listening devices can be made available. Requests for accommodations should be made at least five working days but no later than 48 hours prior to the scheduled meeting/event. Please contact the Buyer listed on the cover at 559-621-1332 or [First.Last@Fresno.gov](mailto:First.Last@Fresno.gov).

A proposal conference will be held at 10:00 a.m. on ( \_\_\_\_\_ ), \_ at the Office of the Purchasing Manager, 2600 Fresno Street, Fresno, California. Prospective Proposers are encouraged to attend.

The City of Fresno reserves the right to reject any and all proposals.

# INSTRUCTIONS TO PROPOSERS

## PART I. GENERAL

1. No proposal will be considered for award unless it is submitted on the proposal forms furnished by the Purchasing Manager, completely filled out, properly signed by the Proposer and delivered, under sealed cover plainly marked:

REQUIREMENTS CONTRACT FOR OPERATION AND MAINTENANCE OF CAMP FRESNO AND CAMP  
FRESNO JR. AT DINKEY CREEK, CALIFORNIA  
REQUEST FOR PROPOSALS NO.9356

at the Office of the Purchasing Manager, 2600 Fresno Street Room 2156, Fresno, California, 93721, on or before the date and time specified in the Notice Inviting Proposals. The time clock in the Purchasing Division will be the official clock for documenting the time of filing.

2. No proposal will be considered for award unless the Proposer has complied with the following:

Proposers must submit a deposit in the amount of **Five Hundred Dollars (\$500.00)** with their proposal in the form of a Certified or Cashier's Check, an irrevocable letter of credit, or a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. Such deposit shall be retained by the City of Fresno as a guarantee that the Proposer, if awarded all or part of the proposal, will, within fifteen (15) calendar days from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City. All deposits will be returned when the Contract(s) has been executed for all items awarded, or if all proposals are rejected.

**A proposal without a proper deposit will automatically be rejected.**

3. The City will award a Contract or reject any or all proposals within the time stated in the Specifications, and no proposal may be withdrawn within that period of time. Any award of a Contract exceeding \$50,000 shall be subject to the approval of the City Council.

4. The City reserves the right to reject any and all proposals.

### **Submittal of Proposal**

5. Each Proposer shall carefully examine each and every term of this Request for Proposal; and each Proposer shall judge all the circumstances and conditions affecting his/her proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this Request for Proposal.

6. The Proposer shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.

7. Proposers will submit **One (1) original and Five (5) copies of their proposal in a sealed envelope**, marked on the outside RFP No. 9356, **REQUIREMENTS CONTRACT FOR OPERATION AND MAINTENANCE OF CAMP FRESNO AND CAMP FRESNO JR. AT DINKEY CREEK, CALIFORNIA** and will include the name of the Proposer and the date and time of proposal submittal deadline.

8. This solicitation for proposals does not commit the City of Fresno to enter into a Contract or to pay any costs incurred in the preparation of responses to the request. The City of Fresno reserves the right to accept or reject any proposals, and to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals. It may accept the proposal that it considers to be in the interest of the City of Fresno, with or without negotiation.

9. The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the Proposer, to re-advertise for proposals if desired, and to accept the proposal which in the judgment of the City, even though it does not offer the lowest cost, is nevertheless deemed to offer the best value for the public and City. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

## Local Preference

10. Fresno Municipal Code Section 4-109, LOCAL PREFERENCE IN CONTRACTING FOR SERVICES, provides for a local preference. Portions pertinent to this Contract are paraphrased as follows:

Except for those contracts funded by the federal or state government when such funding would be jeopardized because of this preference, the City of Fresno shall, in contracting for professional services, other than consulting service, extend a five percent (5%) preference for a local firm in evaluating proposals for award. The amount of the preference shall be equal to the amount of the percentage applied to the lowest proposal price from a firm other than a local firm, if the Proposer submitting the lowest proposal price is not a local firm. The Proposer shall certify, under penalty of perjury, that the Proposer qualifies as a local firm. The preference is waived if the certification does not appear on the proposal.

"Local firm" shall mean a firm with a fixed primary or branch office within a twenty-five mile radius of Fresno City Hall, located at 2600 Fresno Street in the City of Fresno, and a majority of the work on the project will be performed by employees who are permanently assigned to such office prior to the city requesting proposals for the project and whose regular duties would include local work on other than city projects.

Proposers shall submit the form CERTIFICATION FOR LOCAL PREFERENCE with their proposal if they seek the benefit of local preference.

## Public Records

11. The proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Evidence Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or all of their proposal as exempt from disclosure may be deemed non-responsive. Proposals, excluding confidential information, will be available for review after posting of staff recommendation.

## Selection Process and Evaluation Criteria

### 12. Proposal Evaluation

The Selection Committee will review and evaluate all proposals after formal receipt. To receive proper consideration, the proposal must meet the requirements of these Specifications. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the Proposer's written proposals. In other words, advantages which are not stated will not be considered in the evaluation process.

Proposers whose proposals include a failure to comply with or take exception to these Specifications may be considered nonresponsive and dropped from the evaluation process.

The Selection Committee will include at least one representative from a Department with no direct interest in the service(s) being requested by this Request for Proposals and a representative from the Purchasing Division. A member of the City of Fresno Finance Department will be responsible to review the Proposer's Financial Statements and the Selection Committee will be provided a copy of the report generated by that review. The Committee may also include a representative from outside the City organization. It will be the responsibility of this committee to make recommendations advisory to City Manager and in accordance with the award criteria enumerated below.

The Selection Committee will evaluate the proposals on the following criteria:

- a. **Cost** as shown on the proposal form.
- b. **Ability** to meet the stated service requirements.
- c. **Past Performance and Experience** based on References and experience shown on "Statement of Qualifications and Experience."
- d. **Conformance** to the terms and conditions of the RFP.
- f. **Other** related information.

The City reserves the right to accept or reject any or all proposals and may select, and negotiate with one or more Proposers concurrently, and enter into a Contract with such Proposer who is determined, by the City, to provide the services which are in the interest of the City. The City may agree to such terms and conditions as it may determine to be in its interest.

13. The Selection Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, to visit sites, to request demonstrations or oral presentations, or ask Proposers to appear before the Selection Committee to clarify points of their proposal.

14. Selection will be based on qualitative analysis and cost. Any award shall be on the basis of the criteria specified and made to the Proposer whose proposal is judged as providing the best value in meeting the interest of the City and the objectives of the project.

15. The City reserves the right to make the selection of a Proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein.

### **Time to Award**

16. The Proposer agrees that the City may have 120 days to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

### **Contract Documents**

17. The proposer shall submit the required contract documents in a form acceptable to the Purchasing Division 2600 Fresno St. Room 2156 – Fresno, Ca.93721 within 20 calendar days (except in the event in the event federal funding is applicable to the Contract, then 10 working days) from the Notice of Award of proposal. Failure to provide said documents within the designated period shall be sufficient cause to find the proposal non-response and mover to award to the next proposer offering the next best value to the City.

### **Questions, Clarifications and Concerns**

18. The Specifications describing this project have been carefully prepared. Any questions or concerns relating to these Specifications shall be directed in writing to the Designated Buyer of the Purchasing Division (see cover page) and shall be sent by facsimile to (559) 488 1069. A Question Form for this purpose has been included as page 7.

Questions will be accepted only up to five (5) working days prior to the proposal date to allow the City, if necessary, to issue an addendum to all proposers stating revisions, deletions, or additions to be made to the Specifications as a result of any questions. If questions arise after the deadline, please contact the Designated Buyer of the Purchasing Division, but the City will not guarantee a response.

The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or her/his designee.

### **Contacts with City Staff**

19. Before an award is made, any contact with City staff, other than the Purchasing Manager or his/her designee(s), without prior written authorization is strictly prohibited and may render the Proposer non-responsible.

### **REGULATED COMMUNICATIONS IN CITY PROCUREMENT PROCESS ORDINANCE**

20. The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, <http://www.fresno.gov>. Under Government, "City Clerk" - Fresno Municipal Code- Or view the Fresno Municipal Code directly at <http://www.municode.com/Resources/gateway.asp?pid=14478&sid=5>

### **Notification of Staff Determination**

21. Once the City has reviewed and evaluated the proposals received and has determined for award the responsible proposal that provides the best value to the City, that determination will be posted on a public bulletin board outside the Purchasing Division Office and the City's website [www.fresno.gov](http://www.fresno.gov), reference link "*For Business*" (right hand side of screen), "*Bid Opportunities*," and "*Anticipated Award*." The bulletin board and website will generally be updated by Monday of each week, no later than 5 p.m. It is the sole responsibility of interested Proposers to seek this information from either of these sources.

For those Proposers that have concerns or rebuttal of any determination of non-responsiveness or non-responsibility about the Staff Determination, they will be given an opportunity to submit, in writing, within [5] days to the Purchasing Manager any concerns with the RFP process or Staff Determination. Such writing will be taken under consideration by the City Manager and may be acted upon within [5] days. If no action is taken within such [5] days, then there shall be no change in Staff Determination. The exercise of Proposer of its right to submit its written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

### **Debarment**

22. A Bidder who has been determined by the Council to be nonresponsible may be debarred from bidding or proposing upon or being awarded any contract with the City or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Resolution No. 2003-130 adopted by Council on April 29, 2003. The initial period of any such debarment shall not be less than one year or more than three years. A Bidder may request a hearing, in accordance with Resolution No. 2003-130, upon receipt of a notice of proposed debarment from the City Manager or his/her designee. A copy of the Resolution may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

### **OUTREACH TO SMALL BUSINESS ENTERPRISES IN SUBCONTRACTING**

23. The City of Fresno hereby notifies all Proposers that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business enterprises, equal access and opportunity for participation in the performance of all construction contracts, professional service contracts, procurement of supplies, equipment and other services. Therefore, the City requests that a Proposer who intends to subcontract a portion of the work seek out small business enterprises, that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability and prices.



PURCHASING DIVISION  
 TELEPHONE # (559) 621-1332  
 FAX # (559)488-1069

BID QUESTIONS FOR: REQUIREMENTS CONTRACT FOR OPERATION AND MAINTENANCE OF CAMP FRESNO AND CAMP FRESNO JR. AT DINKEY CREEK, CALIFORNIA  REQUEST FOR PROPOSALS NO.9356  ATTENTION: JEAN RUNNELS, SENIOR BUYER	(FOR CITY OF FRESNO USE ONLY) QUESTION No: _____ DATE: _____ REVIEWED BY: _____ RESPONSIBLE FOR RESPONSE: <input type="checkbox"/> CITY <input type="checkbox"/> CONSULTANT
FROM: _____ COMPANY: _____ CONTACT PERSON: _____	DATE: _____ PHONE No: _____ FAX No: _____
QUESTION _____ _____ _____ _____ _____ _____ _____ _____	
ANSWER: _____ _____ _____ _____ _____	
RESPONSE BY: _____ DATE: _____ INCLUDED IN ADDENDUM NO. _____ DATE: _____	

One question per page - Duplicate this form as necessary

## II - PROPOSAL AND CONTRACT DOCUMENTS

Proposer's Name \_\_\_\_\_

**CHECKLIST**

Proposals shall be submitted in a three-ring binder, **one (1) original and five (5) copies**. The total proposal packet must be sealed and clearly marked on the outside **RFP 9356 REQUIREMENTS CONTRACT FOR OPERATION AND MAINTENANCE OF CAMP FRESNO AND CAMP FRESNO JR. AT DINKEY CREEK, CALIFORNIA**

Proposers are requested to submit this Checklist and the following information, providing the content in the sequence shown below. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of a Contract.

1. **COVER LETTER**, including company name, address, contact name, phone number and fax number.
2. **PROPOSAL DEPOSIT** in the form of:  

<input type="checkbox"/> Certified Check	<input type="checkbox"/> Proposer's Bond
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Irrevocable Letter of Credit
<input type="checkbox"/> Certificate of Deposit	<input type="checkbox"/> Annual Bidder's Bond
3. **COST PROPOSAL** (p.10)(complete attached form)
9. **PROPOSER QUESTIONNAIRE** (pp. 11-12) (complete attached form)
4. **REFERENCES** (p. 14)
5. **CITY FORMS** (pp. 15-18) (complete/return attached forms)  
STATEMENT INDICATING ACCEPTANCE OF INDEMNIFICATION AND  
INSURANCE REQUIREMENTS  
CERTIFICATION FOR LOCAL PREFERENCE, if applicable  
NON-COLLUSION AFFIDAVIT  
ADDENDA AND PROPOSAL DEPOSIT
6. Signature page of all **ADDENDA** issued, Addendum No. \_\_\_\_ to \_\_\_\_  
(Enter numbers, if applicable).
10. **SIGNATURE PAGES** (pp.20-21), including (other document to authorize individual who signs proposal).

## GENERAL INFORMATION

### A. Purpose

The purpose of this Request for Proposal (RFP) is to select a proposer to provide operation and maintenance at Camp Fresno and Camp Fresno Jr.

### B. Background

The City of Fresno owns a family and group camp (Camp Fresno) located on Dinkey Creek, 15 miles east of Shaver Lake 65 miles from Fresno. The camp is operated under a Special Use Permit issued by the Sierra National Forest.

The elevation of Camp Fresno is approximately 6,500 feet above sea level. Weather is typical for the Sierra Nevada. Summers are normally dry, but have occasional thunder showers and temperatures are in the 80's F. The managed season is normally from Memorial Day to the end of October. Most use occurs from June 15 through Labor Day. Although abnormal, a late snow melt or early snow fall could reduce the length of the season.

The City of Fresno currently has a Concession Agreement with D&K Beard Enterprises, with assignment to Jarrod and Jennifer Deaver until December 31, 2015.

### C. Term of Agreement

The term of the Concession Agreement will be for a minimum period of **three (3) years**.

### D. Provision of Services

Operation includes, but is not limited to, the requirements called out in the scope of work.

(Submit with Proposal)

Proposer's Name \_\_\_\_\_

REQUIREMENTS CONTRACT FOR OPERATION AND MAINTENANCE OF CAMP FRESNO  
AND CAMP FRESNO JR. AT DINKEY CREEK, CALIFORNIA  
PROPOSAL NO. 9356

INTRODUCTION

TO THE PURCHASING MANAGER, CITY OF FRESNO

**COST PROPOSAL**

TERM OF CONTRACT: The Contract shall be in effect for **three (3)** years from the date of the Notice to Proceed. The Contract may be extended for up to **two additional one year** terms, in accordance with the provisions set forth in these Specifications.

Having carefully examined the Request for Proposal, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the following services and pay to the City the following rates:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
	% of Gross Receipts	_____*

\* The City is requesting a minimum bid of 10%.

The above amount shall include any and all applicable taxes.

The City reserves the right to reject any and all proposals.



(Submit with Proposal.)

Proposer's Name: \_\_\_\_\_

**PROPOSER QUALIFICATION QUESTIONNAIRE**

**REQUIREMENTS CONTRACT FOR OPERATION AND MAINTENANCE OF CAMP FRESNO  
AND CAMP FRESNO JR. AT DINKEY CREEK, CALIFORNIA  
PROPOSAL NO. 9356**

TO: THE PURCHASING MANAGER OF THE CITY OF FRESNO

The undersigned Proposer submits the following information in accordance with the proposal Specifications:

(Use additional sheets as needed.)

1. a. Business Name (If using more than one business name, please list all names.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Address: \_\_\_\_\_

Is your firm operating as a franchisee? Yes \_\_\_\_\_ or No \_\_\_\_\_

If yes, list the franchiser, and number of years your business has been franchised:

\_\_\_\_\_  
\_\_\_\_\_

2. Provide the names, titles, qualifications, years of experience, and years with your firm, for all key personnel in authority in your business, including the key personnel that will be involved in this project, and the extent to which they will be involved in the performance of this Contract.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. How many years has your business been established? \_\_\_\_\_

How many years has your business been under your present name? \_\_\_\_\_

How many years under former names? (List name and number of years)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. How many years has your business been providing services? \_\_\_\_\_

5. What other types of services does your business provide? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposer's Name \_\_\_\_\_

6. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals and their addresses):

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7. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years? Yes \_\_\_\_\_ or No \_\_\_\_\_

If so, list the date, client, and reason for termination below:

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8. Provide an organization chart, indicating full-time personnel, job titles, locations, and whether each individual works out of an office or is in the field. Organization chart attached? Yes \_\_\_\_\_ or No \_\_\_\_\_

9. Describe how you will meet the requirement to provide services outlined in scope of work. (ref. page 46):

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Proposer's Name \_\_\_\_\_

**REFERENCES**

Please list at least three references of similar size and type of services, including governmental agencies, if available.

1.AGENCY/COMPANY

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ EMAIL \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ LENGTH OF CONTRACT: \_\_\_\_\_ YEARS

FAX NUMBER: \_\_\_\_\_

TYPE OF SERVICE PROVIDED: \_\_\_\_\_

2.AGENCY/COMPANY

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ EMAIL \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ LENGTH OF CONTRACT: \_\_\_\_\_ YEARS

FAX NUMBER: \_\_\_\_\_

TYPE OF SERVICE PROVIDED: \_\_\_\_\_

3. . AGENCY/COMPANY

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ EMAIL \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ LENGTH OF CONTRACT: \_\_\_\_\_ YEARS

FAX NUMBER: \_\_\_\_\_

TYPE OF SERVICE PROVIDED: \_\_\_\_\_

Proposer's Name \_\_\_\_\_

**STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION AND INSURANCE REQUIREMENTS**

REQUIREMENTS CONTRACT FOR OPERATION AND MAINTENANCE OF CAMP FRESNO AND CAMP FRESNO JR. AT DINKEY CREEK, CALIFORNIA  
PROPOSAL NO. 9356

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may render the proposal non-responsive.

- ACCEPT
- DO NOT ACCEPT

If "DO NOT ACCEPT" is checked, please list exceptions:

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Type or Print Name of Authorized Person

**CERTIFICATION FOR LOCAL PREFERENCE**

REQUIREMENTS CONTRACT FOR OPERATION AND MAINTENANCE OF CAMP FRESNO  
AND CAMP FRESNO JR. AT DINKEY CREEK, CALIFORNIA  
PROPOSAL NO. 9356

We certify that we qualify as a local business pursuant to Fresno Municipal Code Section 4-109

**Location of Business:**

(Please provide street address, no PO Box)

Primary Office [  ]  
Branch Office [  ]  
(Please mark as applicable)

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

The undersigned Proposer hereby declares under penalty of perjury under the laws of the State of California that the information contained on this CERTIFICATION FOR LOCAL PREFERENCE is correct and complete.

**The above Statement is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Certification.**

**Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.**

Proposer's Name \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

REQUIREMENTS CONTRACT FOR OPERATION AND MAINTENANCE OF CAMP FRESNO  
AND CAMP FRESNO JR. AT DINKEY CREEK, CALIFORNIA  
PROPOSAL NO. 9356

Proposer declares under penalty of perjury under the laws of the State of California that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said Proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with any one to fix the proposal price of said Proposer or of any other Proposer, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Proposer has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Proposer in this general business.

**The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.**

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Proposer's Name \_\_\_\_\_

REQUIREMENTS CONTRACT FOR OPERATION AND MAINTENANCE OF CAMP FRESNO  
AND CAMP FRESNO JR. AT DINKEY CREEK, CALIFORNIA  
PROPOSAL NO. 9356

**ADDENDA**

The City makes a concentrated effort to ensure any addenda issued relating to these Specifications are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all addenda are part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature on all addenda.

**TIME PERIOD TO AWARD/REJECT**

The undersigned Proposer agrees that the City may have **120 DAYS** from the date proposals are opened to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

**PROPOSAL DEPOSIT**

Accompanying this proposal is a Proposal Deposit in the amount of Five Hundred Dollars and Zero Cents **(\$500.00)** in form of:

- Certified Check
- Bidder's Bond
- Cashier's Check
- Irrevocable Letter of Credit
- Certificate of Deposit
- Annual Bidder's Bond

which is deposited by the undersigned Proposer with the City of Fresno as a guarantee that the Proposer, if awarded all or part of the Contract, will, within fifteen (15) calendar days from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City.

Such Deposit is made with the understanding that failure to execute such Contract will result in damage to the City, that the amount of such damage would be difficult to determine and that in the event of such default said Deposit shall become the property of the City; or, if a Bidder's Bond is deposited, the amount of the obligation thereof, but not more than the above stated amount, shall thereupon be due and payable to the City of Fresno as liquidated damages for such default, payment of said amount to be the joint and several obligation of the Proposer and the corporate surety.

**BUSINESS LOCATION**

- ( ) The undersigned Proposer does not maintain a place of business in the City of Fresno.
- ( ) The undersigned Proposer maintains a place of business in the City of Fresno at: \_\_\_\_\_, Fresno, CA \_\_\_\_\_

**BUSINESS LICENSE**

- ( ) The undersigned Proposer has a current City of Fresno Business License and the number is \_\_\_\_\_

If the successful bidder does not have a City of Fresno Business License, he/she shall obtain such a license prior to the issuance of a Notice to Proceed for the Work and maintain in effect throughout the term of this Contract.

**SIGNATURE PAGE**

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the statements contained in this proposal are true and correct.

**PROPOSAL SUBMITTED BY:**

(Please follow the instructions for each line, as explained below.)

(1) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
Firm Phone Fax

(2) \_\_\_\_\_  
(Corp) (Individual) (Partner) (Other)

(3) \_\_\_\_\_  
Business Address

\_\_\_\_\_ City State Zip Code

(4) By: \_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_ Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: \_\_\_\_\_ Date: \_\_\_\_\_

**INSTRUCTIONS FOR SIGNATURE PAGE**

- LINE 1: The name of the Bidder must be the same as that under which a license is issued, if a license is required. If the Bidder is a corporation, enter the exact name of the corporation under which it is incorporated; if Bidder is an individual, enter name; if Bidder is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.
- LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.
- LINE 3: Enter the address to which all communications and notices regarding the Bid Proposal and any Contract awarded thereunder are to be addressed.
- LINE 4: (a) If the Bidder is a corporation, the Bid Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation, authorizing the officer or employee to sign contracts (sample certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign Contracts.

(b) If Bidder is an individual, he/she must sign the Bid Proposal, or if the Bid Proposal is signed by an employee or agent on behalf of the Bidder, a copy of a power of attorney must be on file with the City of Fresno prior to the time set for the opening of the bids or must be submitted with the Bid Proposal.

(c) If the Bidder is a partnership, the Bid Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership.

(d) If the Bidder is a joint venture, the Bid Proposal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and c) above apply respectively.

Where Bidder is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

NOTE: All addresses must be complete with street number, City, State and Zip Code.

**SAMPLE CERTIFICATION**

I, \_\_\_\_\_, certify that I am the secretary  
Name  
of the corporation named herein; that \_\_\_\_\_ who signed this  
Name  
Bid Proposal on behalf of the corporation, was then \_\_\_\_\_ of  
Title  
said corporation; that said Bid Proposal is within the scope of its corporate powers and was  
duly signed for and on behalf of said corporation by authority of its governing body, as evidenced  
by the attached true and correct copy of the \_\_\_\_\_  
Name of Corporate Document

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary

Date: \_\_\_\_\_

SAMPLE  
**CONCESSION AGREEMENT**  
**CAMP FRESNO AND CAMP FRESNO JR.**

THIS CONCESSION AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF FRESNO, a municipal corporation of the State of California, hereinafter called "City," and \_\_\_\_\_, a \_\_\_\_\_ hereinafter called "Concessionaire."

**RECITALS**

A. Under a Special Use Permit dated December 26, 1956, as amended ("Permit"), issued by the United States Forest Service ("Forest Service"), City has the right to use certain National Forest land in the Sierra National Forest more particularly described in the Permit (the "Land") and to operate on the Land a family camp commonly referred to as Camp Fresno and Camp Fresno Jr. at Dinkey Creek (collectively referred to herein as the "Camps"). The Permit is attached to this Agreement as Exhibit "A."

B. City owns certain structures and improvements located on the Land and certain equipment and other items, all of which are used in operating the Camps.

C. Pursuant to City's RFP dated \_\_\_\_\_, 2016, consistent portions of which are incorporated herein, Concessionaire agrees to lease the camp facilities and equipment, and to operate and maintain the Camps subject to the terms of the Permit.

**AGREEMENT**

**1). CONCESSION AREA; ASSUMPTION OF OBLIGATIONS; RESERVATION OF RIGHTS.**

In conjunction with the concession herein granted, City hereby sublets to Concessionaire the City's land use rights under the Permit, and leases to Concessionaire for its use twenty-two (22) two-bedroom cabins, twenty-nine (29) one-bedroom cabins, a group camp with various structures, and all support facilities of the Camps, as more particularly set forth in Exhibit "B", attached hereto ("Concession Area"). A City representative and the Concessionaire will jointly inventory such facilities to verify the condition, maintenance levels, and number prior to the operating season. A photo log may be taken to document the condition of the facilities.

Except as otherwise provided in this Agreement, Concessionaire shall have exclusive use of the Concession Area. Concessionaire expressly assumes and agrees to perform and comply with all the terms and conditions required to be kept or performed by City under the Permit, and any future amendments to the Permit, except that Concessionaire shall not be responsible for the payment of annual land use fees required of the City under Amendment No. 2 to the Permit.

Concessionaire's rights under this Agreement are at all times subject to such performance and to the rights of the Forest Service under the Permit.

The City reserves the right to use Camp Fresno and Camp Fresno, Jr. and all parts thereof, for up to 14 days each camping season as may be necessary to conduct City programs or to fulfill the obligations of City under this Agreement, provided City shall give prior written notice of such use(s).

**2). USE OF CONCESSION AREA.** The Concession Area shall be used for the purpose of conducting a public camp thereon together with such other activities as may be reasonably related thereto, and for no other purpose.

**3). CONCESSION TERM.** The base term of this Agreement shall begin on January 1, 2016, and terminate on the earlier to occur of (a) midnight on December 31, 2018, or (b) the earlier termination of this Agreement as provided herein. The agreement may be extended for two one-year extensions, with the mutual consent of both parties. So that the City may have sufficient time to conduct requests for proposal as provided in this Agreement, Concessionaire shall give written notice to City at least four (4) months prior to expiration of Concessionaire's intention to seek extension of or enter into a new agreement with the City upon the expiration of the term. At the end of the third year of this Agreement (December 31, 2018), the City and the Concessionaire shall commence exclusive negotiation of all terms and conditions for purposes of extending this Agreement. The parties shall negotiate during the first ninety (90) calendar days of the fourth year of this Agreement. In the event that the City and the Concessionaire are unable to arrive at a mutual agreement, it is understood by the parties to this Agreement that the City will solicit proposals to lease or manage the Leased Premises pursuant to Section 31 of this Agreement.

**4). RENT PAYMENT; LATE CHARGES; INTEREST.** Concessionaire shall pay to City \_\_\_\_\_% of gross rental receipts each month.. In addition Concessionaire shall pay to City each month one hundred percent (100%) of all improvements surcharges charged and collected in accordance with the City's master fee schedule. Concessionaire shall remit such monthly rent payments to City no later than the twentieth day of the month following the month for which rent is paid, and must include supporting documentation into how each month's rent payments were calculated. Rent shall be paid by check payable to the City of Fresno, and delivered to the PARCS Administration Division Office, 1515 E. Divisadero Street, Fresno, CA 93721-1115.

Concessionaire acknowledges that late payment of rent will cause City to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, Concessionaire shall pay to City a late charge of One Hundred Dollars (\$100) for any payment that is received by the City after the due date. The parties agree that this charge represents a fair and reasonable estimate of the costs that City will incur by reason of late payment by Concessionaire. Acceptance by City of any late charge shall not constitute a waiver of Concessionaire's default with respect to the overdue amount, nor prevent City from exercising any other rights and remedies available to it. City shall not be obligated to notify the Concessionaire of the accrual or assessment of late charges. Rent not paid when due shall bear interest at the maximum rate permitted by law. The late charge and/or interest may, at the City's sole discretion, be waived if the City finds the late payment of rent to be excusable for reasons beyond Concessionaire's control.

**5). DEFINITION OF "GROSS RENTAL RECEIPTS."** "Gross Rental Receipts" shall include the total amounts from sales and rentals, and the total amounts for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the rental of facilities or equipment, or the sale of materials, goods, wares, or merchandise, as long as the amount is received in connection with the operation of the Camps or either of them. Included in "Gross Rental Receipts" shall be all receipts, cash, and/or credits, and property of any kind or nature without any deduction therefrom on account of the cost of the property sold, the cost of the materials used, labor or service costs, interest paid or payable, or losses, or other expense whatsoever. Excluded from "Gross Rental Receipts" shall be the following:

**a)** Any tax collected from the consumer or purchaser and which is separately stated and recorded at time of sale; and

**b)** Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business shall not be excluded; and

**c)** Proceeds paid as a result of an insurable loss, unless paid for the loss or interruption of business.

**d)** Money received from or property donated by the Friends of Camp Fresno.

**6). TAXES.** In addition to the rent, Concessionaire shall pay and discharge all taxes related to the Concession Area or Concessionaire's operation of the Camps including, but not limited to, any business license tax, possessory interest taxes<sup>1</sup>, general and special assessments, and other charges of every description which during the term of this Agreement may be levied on or assessed against the Concessionaire, the Concession Area, the Land, or any and all improvements and other property located in, on, or about the Concession Area. If taxes payable by Concessionaire are taxed to the City with other real or personal property of the City, the taxes shall be prorated on a square footage basis or other appropriate formula. Concessionaire shall pay that portion of taxes, for example, that the square footage of land or improvements related to the Concession Area bears to the total square footage of land or improvements covered by the tax assessment to the City.

**7). UTILITIES.** Concessionaire shall pay all charges for telephone, gas, electricity, and water used, on, or about the Concession Area, and shall provide and pay for the removal of rubbish. Concessionaire shall indemnify, defend, and hold City harmless for any liability therefore.

This section shall survive expiration or termination of the Agreement.

**8). WASTE; HAZARDOUS MATERIALS; INDEMNIFICATION.** Concessionaire shall not (a) commit or suffer to be committed any waste upon the Concession Area, (b) maintain, commit, or permit the maintenance or commission of any nuisance in, on, or about the Concession Area, or (c) use the Concession Area for any unlawful purpose. Concessionaire shall not cause or permit to occur in, on, under or about the Concession Area any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted related to environmental conditions. Concessionaire's use, storage, or disposal of any materials/supplies covered by this provision shall be in full compliance with any and all federal, state, and local laws, ordinances, codes, rules, and regulations now or hereafter enacted including, without limitation, any and all Occupational Safety and Health statutes, laws, codes, rules and regulations of the United States and the State of California. The term "hazardous substances", as used herein, shall include, without limitation, flammables, explosives, chemicals known to cause cancer or reproductive toxicity, pollutants, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority. Concessionaire shall defend, indemnify, and hold City, its elected officials, officers, agents, and employees, to the fullest extent permitted by law, harmless from and against any and all claims, liabilities, costs and/or losses of any kind or cause whatsoever which arise out of or result from Concessionaire's or Concessionaire's agents, employees, or representatives' use, storage, or disposal of hazardous materials in, on, under, or about the Concession Area.

This section shall survive expiration or termination of this Agreement.

**9). EQUIPMENT AND SUPPLIES.** This Agreement includes a lease of all the City-owned equipment listed in Exhibit "B". However, any or all other City-owned furnishings and equipment on the Concession Area may be used by Concessionaire if Concessionaire so desires and so stipulates in writing to the City. Should Concessionaire elect to use any or all of such furnishings and equipment, Concessionaire at his/her own cost and expense, shall maintain and repair such furnishings and equipment throughout the term of this Agreement and shall replace the same as the necessity arises. All such furnishings and equipment which Concessionaire elects not to use shall be removed by City from the Concession Area within thirty (30) days of execution of this Agreement.

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<sup>1</sup>Any interest in real property which exists as a result of possession, exclusive use, or a right to possession or exclusive use of land owned by City, and any improvements thereon, is a taxable interest unless the possessor is exempt from taxation. Concessionaire should take a copy of this Agreement to the Tax Assessor to determine how much Concessionaire will be taxed, if at all.

The Concessionaire will furnish all supplies, tools, materials and other property necessary to clean, operate and maintain all facilities and equipment. Concessionaire will furnish all transportation equipment, and will furnish all expendable items, such as but not limited to toilet tissue, rags, detergents, and other cleaning agents. Concessionaire, at his/her sole cost and expense, shall maintain all the equipment in a clean, sanitary, and operable condition. Such maintenance shall include, but not be limited to repair and replacement. Replacement sleeping mattresses shall be plastic or vinyl covered.

A City representative and the Concessionaire will jointly inventory the equipment to verify the condition, maintenance levels, and number of such items prior to the operating season. A photo log may be taken to document the condition.

**10). OPENING AND CLOSING CAMP.** If the Concessionaire is new to the operation of the Camps, a City representative will provide instructions to Concessionaire at the beginning of the term on the maintenance and operation of the facilities and equipment including, but not limited to, the water system, sewer system, garbage disposal, and road systems, and will instruct the Concessionaire on work required by the Forest Service. Thereafter, at the beginning of each camping season a City representative will provide instruction to Concessionaire on the maintenance and operation of any facilities or equipment installed or constructed at the Camps by the City during the off-season, and will inform the Concessionaire of any new maintenance or operational requirements of the Forest Service. If Concessionaire has operated the Camps as a concessionaire in prior seasons, Concessionaire acknowledges receiving instructions on all existing facilities and equipment and on current work required by the Forest Service. It will be the responsibility for the Concessionaire to "close down" the Camp at the end of the season and to prepare the Camp for use at the beginning of each succeeding operating season.

**11). MAINTENANCE, REPAIRS AND PAINTING.**

**a) MAINTENANCE** To maintain the value of the Concession Area, Concessionaire shall, at Concessionaire's sole cost and expense and to the satisfaction of the City:

**i)** Keep and maintain all portions of the Camps in good order and in a clean and sanitary condition, free of litter, neat in appearance, and in a safe condition. Restrooms shall be cleaned daily and more often if necessary to keep them in a clean, sanitary condition. The interiors of all cabins and buildings in the family camp and the group camp shall be cleaned at least once a week during the time between "check out" and "check in" time.

**ii)** "Water down" all roadways in the campgrounds daily to reduce dust contingent upon the availability of water.

**iii)** Remove all rubbish, garbage, and waste from the camp site and dispose of it. Garbage cans shall be emptied daily and bins emptied weekly. Any garbage kept overnight in the camp areas shall be stored in a manner inaccessible to bears.

**iv)** Concessionaire shall re-paint all painted interior and exterior surfaces of two-bedroom cabins, one-bedroom cabins and all other camp buildings at least once every three years, with one-third of the buildings re-painted each year. Concessionaire shall maintain interiors of all buildings free of graffiti. For purposes of this section, interiors are defined as all interior surfaces that are viewable to the public.

**11.1.5** Properly use and operate all water distribution systems in accordance with Fresno County Health Department requirements.

**11.1.6** Properly use and operate all electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their condition permits.

**11.1.7** Submit to and obtain prior written approval from the City of Fresno and the Forest Service for development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for the Concession Area. The City shall respond within thirty (30) days of the request for approval. Concessionaire may remove or destroy trees or shrubbery in the Concession Area only after the Forest Service has approved the removal or destruction, and has marked or otherwise designated the trees or shrubbery to be removed or destroyed. Merchantable timber cut must be paid for by Concessionaire. Concessionaire may plant only such trees, shrubs, and other plants in such manner and in such places about the Concession Area as are approved by the Forest Service.

**b) FAILURE TO PERFORM** Should Concessionaire fail to perform his/her obligations under this Section 11, City may, but shall not be obligated to, enter upon the Concession Area and perform such obligations, using any suitable equipment or materials available to the Concession Area whether belonging to City or Concessionaire. Concessionaire shall upon demand reimburse City for City's costs so incurred including, but not limited to, direct and indirect overhead costs as determined by the City.

**c) REPAIR AND REPLACEMENT** Concessionaire shall maintain the facilities and structures in and on the Concession Area and every part thereof in good order and in safe, sanitary condition and repair. Maintenance shall include repair, replacement and rebuilding, except as otherwise provided herein. Concessionaire and City acknowledge that Concessionaire may not have funds budgeted and available for major repairs, replacements, or rebuilding for which and at the time which Concessionaire may become liable under the terms of this Agreement. Concessionaire shall notify City of all required major repairs, replacements, or rebuilding and City shall determine whether such repair, replacement, or rebuilding shall be completed. Concessionaire shall use his/her best efforts to make all such repairs, replacements and rebuilding in a timely manner, and agrees to do so in the following order of priority:

**i) Repairs to remedy health and safety issues. .**

**ii) Other repairs.** Concessionaire shall keep the Concession Area and every portion thereof free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Concession Area at the instance or request of Concessionaire.

In the event that the Concessionaire is unable to pay the costs of meeting any obligation under this Section 11 and the City finds that such inability substantially impairs the ability of the Concessionaire to continue to perform its obligations hereunder, or if the City determines that the repair should not be made, and the City further determines that the result will be a substantial detrimental effect on revenues from the Camps because the public is unable or unwilling to use the Camps, then the Concessionaire may, after reasonable notice to City, terminate all of its obligations hereunder. For purpose of this section, a "major repair" shall mean a single repair or replacement item that is necessary to render the use or operation of the Concession Area or any portion thereof safe for human habitation.

**d) NO DUTY OF CITY TO REPAIR OR REPLACE** Concessionaire understands and agrees that City shall not have any duty nor shall City be called upon to make any improvements, replacements, or repairs whatsoever to the Concession Area or any part thereof including, but not limited to, any structures, other improvements, fixtures, trade fixtures, equipment, facilities or utilities.

**12). IMPROVEMENTS.** Concessionaire shall as the need arises make written recommendations to City regarding improvements to the Concession Area, and submit such recommendations to City for approval. The City, at its sole discretion, shall evaluate the recommendations and formulate a decision within thirty (30) calendar days after receipt to render a decision in writing to Concessionaire. The decision shall be final and binding. For improvements recommended by Concessionaire that are approved by the City in writing, and completed by Concessionaire, City shall reimburse Concessionaire in any fiscal year of the term an amount not to exceed the rent the City receives or will receive from Concessionaire during the same fiscal year.

Unless otherwise agreed in writing between the parties, "improvements" as used in this Agreement shall mean new, added or replacement improvements that become a permanent part of the real property, cost a minimum of Two Thousand Dollars (\$2,000.00), and have a minimum expected life of five (5) years.

**13). CONDITION OF FACILITIES.**

a) Concessionaire warrants and agrees that at the commencement of the term of this Agreement the facilities and equipment are in good operating condition and repair, other than what has been identified in City's Camp Fresno Capital Improvement Projects Five Year Plan (Exhibit C) setting out potential projects subject to annually allocated and available funding.

b) Concessionaire accepts the Concession Area and the facilities and equipment thereon. Concessionaire agrees not to make any demands upon City, and City shall not be responsible for, any improvements or alteration thereof. Concessionaire agrees and represents that he has personally inspected the Concession Area, and the area surrounding the Concession Area independent of the City or any agent, officer, or employee of City, and that Concessionaire is entering into this Agreement as a result of his/her own investigation and not as a result of any representations made by City or any agent, employee, or officer of City.

**14). CONCESSIONAIRE'S REPORTING RESPONSIBILITY.** Concessionaire shall orally report to City at its Parks Division all damage to City facilities in excess of \$50.00 resulting from vandalism, and shall orally report to City all breakdowns of City equipment, by 9:00 a.m. the City work day following the damage or breakdown. If the Camps or either of them is without water, electricity or sewage, Concessionaire shall report the problem to City at its Parks Division Office immediately. If the Parks Division Office is closed, Concessionaire shall make the report to City at its answering service (559) 621-2900.

**15). SIGNS.** All additional signs desired by the Concessionaire must be approved in writing by City. This includes, but is not limited to, the color of sign boards, material, location and signs used. The majority of signs will be located on the information bulletin board including, but not limited to, rules and regulations, and general area information. Traffic signs such as speed limit signs may be posted inside the Camps to regulate traffic on the Camps' road systems.

**16). CAMP INSPECTION.** City requires and Concessionaire shall permit an annual inspection of the Concession Area and all portions thereof by the Fresno County Health Department and the U.S. Forest Service. Concessionaire, at Concessionaires sole cost and expense, make all corrections recommended or required as a result of such inspections. A City Parks Division representative shall be present at each inspection.

**17). CAMP OPERATION.**

a) RESERVATIONS. Concessionaire shall continue to use the reservation system currently in place for both Camps. Any change in this reservation system will require the approval of the City of Fresno.

b) FEE COLLECTION Concessionaire shall be responsible for the assessment and collection of rental and all other user fees.

c) COMPLIANCE WITH LAWS, RULES AND REGULATIONS. Concessionaire shall conduct only lawful operations from the Concession Area in accordance with all Federal, State, county, and city laws now in effect or as hereafter adopted or amended, including but not limited to, Federal Pure Food and Drug Laws and all other applicable health rules, regulations, ordinances, and laws. Concessionaire will be responsible to monitor water quality according to California Domestic Water Quality and Monitoring Regulations required for drinking water systems. The City reserves the right to adopt, amend, and enforce rules, and regulations governing the operation of the Concession Area. Such rules and regulations shall be consistent with the safety, security, and public use requirements of the Concession Area. The following are regulations that must be enforced by Concessionaire:

**17.3.1** No recreational vehicles shall be used for sleeping quarters in the Camps.

**17.3.2** Dogs and cats shall be prohibited, unless on a leash.

**17.3.3** The use of motor bikes shall be prohibited in the Camps.

**17.3.4** The drinking of alcoholic beverages in the playground area shall be prohibited.

**17.3.5** No radios and other audio appliances shall be played at a high noise level in the Camps.

**18). TREATMENT OF PUBLIC.** Concessionaire and Concessionaire's employees, agents, and representatives shall at all times be respectful and courteous to the public. Concessionaire shall notify City of any service complaints and disposition of same. City shall notify Concessionaire of any service complaints received by City and Concessionaire shall provide City with a response and disposition.

**19). FINANCIAL RECORDS.** Concessionaire shall provide City once a year with a CPA Reviewed financial statement as defined by the American Institute of Certified Public Accountants duly certified by Concessionaire. The financial statement will provide separate gross and net revenues and expenses for each operation of the Concession Area. The financial statement shall also provide monthly statistical information on revenue from each rate structure. Concessionaire shall prepare and submit such reports to City within seventy-five (75) days after the end of each fiscal year of Concessionaire. Concessionaire shall also provide such information regarding camp operations and revenues as the Controller of the City may, in his/her judgment, require for the adequate assurance of compliance with the terms of this Agreement. City's agents and officers shall have the right at reasonable times and frequencies to inspect and review any and all of Concessionaire's records regarding the Concession Area and this Agreement. Concessionaire shall maintain a rental receipt register and cause all receipts from the operation of the concessions to be recorded thereon. The register shall be available for review and audit by the City. Revenue generated by the Friends of Camp Fresno shall not be subject to this provision, but shall make financial reports directly to the City.

**20). FRIENDS OF CAMP FRESNO.** The Friends of Camp Fresno ("Friends"), a volunteer group, has provided support to the Camps for a number of years through annual cleanup and improvement projects. The Concessionaire shall review and approve all projects which the Friends provide on-site at the Camps and shall be responsible for ensuring that all activities, projects, sales, or installations by Friends comply with all laws and regulations which may apply to the project and/or to the Concession Area. Concessionaire may provide complimentary cabin use or other gratuities to the Friends' volunteers at the sole discretion of Concessionaire, where allowed by law/this Special Use Permit and approved in advance by the City.

**21). RENTAL RATES.** The rental rates, fee, and deposit schedule is attached hereto as Exhibit "D".

**22). INSURANCE.**

**22.1** Throughout the life of this Agreement, Concessionaire shall pay for and maintain in full force and effect all insurance as required ~~in EXHIBIT E~~ or as may be authorized in writing by City's Risk Manager or his/her designee at any time and in his/her sole discretion.

**22.2.** If at any time during the life of the Agreement or any extension, Concessionaire or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all

payments due or that become due to Concessionaire shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Concessionaire of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

**22.3.** The fact that insurance is obtained by Concessionaire shall not be deemed to release or diminish the liability of Concessionaire, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Concessionaire. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Concessionaire, its principals, officers, agents or employees.

**22.4.** Upon request of City, Concessionaire shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy

certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

**22.5** If Concessionaire should subcontract all or any portion of the services to be performed under this Agreement, Concessionaire shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and authorized volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Concessionaire and City prior to the commencement of any services by the subcontractor.

**23. INDEMNIFICATION.** Concessionaire shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Concessionaire or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Concessionaire's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or authorized volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or authorized volunteers.

If Concessionaire should subcontract all or any portion of the work to be performed under this Agreement, Concessionaire shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and authorized volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

**24. OWNERSHIP OF IMPROVEMENTS.** Any and all structures, buildings, improvements, alterations, additions, betterments, or fixtures constructed or installed by Concessionaire upon the Concession Areas shall upon expiration or earlier termination of this Agreement, become the property of City without compensation being paid therefore, and shall be surrendered with the Concession Area. City shall have the option, however, on expiration or termination of this Agreement, of requiring Concessionaire, at Concessionaire's sole cost and expense, to remove any or all of such alterations and improvements. Should the City elect for removal and Concessionaire fail to remove said alterations and improvements within a reasonable

period of time after notice to do so, City may sell, remove or demolish, or otherwise dispose of same. Upon demand made by City, Concessionaire shall reimburse City for any reasonable cost or expense it incurred in disposing of the property, less any value received by the City as part of such sale, removal or demolition, or other disposition.

**25. SURRENDER OF CONCESSION AREA.** Upon expiration of the term of this Agreement, Concessionaire shall, at Concessionaire's own cost and expense, remove all personal property belonging to Concessionaire, and all alterations or improvements made by Concessionaire during the term hereof which the City has notified Concessionaire to remove. Concessionaire shall repair all damage to the Concession Area or any portion thereof caused by such removal.

**26. DESTRUCTION OF IMPROVEMENTS.** In the event any improvement on, in, or about the Concession Area is damaged or destroyed by an event against which Concessionaire is required to carry insurance hereunder, Concessionaire shall, at City's option, repair, rebuild or restore such improvement to substantially the same condition as such improvement was in immediately preceding the event of damage or destruction, or shall pay such insurance proceeds over to City. In the event any improvement in, on, or about the Concession Area is damaged or destroyed by an event against which Concessionaire is not required to carry insurance hereunder, City shall, at City's option, repair, rebuild, or restore the improvements to substantially the same condition as immediately prior to such event of damage or destruction.

Notwithstanding the foregoing, Concessionaire shall have no obligation to repair, restore, or rebuild, and shall have the right to terminate this Agreement upon payment of all insurance proceeds to City if: (a) the damage or destruction from an insured casualty cannot reasonably be repaired, restored, or rebuilt within the term of this Agreement; or (b) damage or destruction from an insured casualty occurs after the close of the last camping season under this Agreement and Concessionaire has not before the casualty entered into an agreement with the City to continue as Concessionaire.

**27. RELATIONSHIP OF PARTIES.** Nothing contained in this Agreement shall be deemed or construed by the parties or by any third persons to create the relationship of principal and agent or of partnership or joint venture between City and Concessionaire. In performing its obligations under this Agreement, Concessionaire is acting as an independent contractor, and not as an employee of City.

**28. DISCRIMINATION.** Concessionaire certifies and agrees that all persons Concessionaire employs, as well as its subcontractors, bidders, and vendors are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, age, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment.

**29. DEFAULT AND REMEDIES.** If Concessionaire breaches this Agreement or abandons the Concession Area before the natural expiration of this Agreement, City, in addition to any other remedy given City by law or in equity, may: (a) terminate this Agreement and recover from Concessionaire any and all amounts for damages as permitted by law, or (b) terminate this Agreement and, in addition to any recovery under (a), bring an action to reenter and regain possession of the Concession Area in the manner provided by the laws of unlawful detainer then in effect in California. The remedies granted to City in this Section 29 are not exclusive but shall be cumulative and in addition to all other remedies now or hereafter allowed by law, in equity, or under in this Agreement.

The following events shall constitute a material default and breach of this Agreement:

**29.1** Failure to pay rent when due;

**29.2** Failure to perform any other covenant, condition, or agreement herein when the failure is not cured within ten (10) days after written notice of the specific failure is given by City to Concessionaire;

**29.3** Failure to make any other payments required hereunder when due, if the

delinquency continues for more than thirty (30) calendar days.

**29.4** Failure to submit finance records as required under Section 19 of this Agreement.

**29.5** Ceasing operation of the Concession Area as a public camp for more than forty-eight (48) hours, unless caused by acts of God, fire, or the elements. (This shall not be construed to mean that Concessionaire must keep the Camps open to the public during other than the recognized camping season.)

**29.6** The bankruptcy or insolvency of Concessionaire, or the making by Concessionaire of any general assignment for the benefit of creditors;

**29.7** The filing by or against Concessionaire of a petition to have Concessionaire adjudged a bankrupt or a of a petition for reorganization or arrangement under the Bankruptcy Act, unless such action is dismissed within sixty (60) calendar days of filing;

**29.8** The appointment of a receiver or trustee to take possession of substantially all of Concessionaire's assets located at the Concession Area or of Concessionaire's interest under this Agreement, if possession is not restored to Concessionaire within thirty (30) days; or

**29.9** The attachment, execution, or other judicial seizure of substantially all of Concessionaire's assets located at the Concession Area or of Concessionaire's interest in this Agreement, when the seizure is not discharged within fifteen (15) days.

In addition to the foregoing, Concessionaire acknowledges that this Agreement shall terminate on the following events:

**29.10** Termination by the Forest Service of the use rights granted under the Permit for any reason including, but not limited to those stated in paragraphs 14 and 19 of the original Permit; or

**29.11** A determination by the State Department of Fair Employment and Housing or the Federal Equal Employment Opportunity Commission that Concessionaire has violated State and/or Federal discrimination laws.

No claim shall be made by Concessionaire against City for or on account of prospective profits or for any injury or damage to properties, improvements, or operations due to termination of this Agreement under paragraph 19 of the Permit. If either Concessionaire or City receives a notice as provided under such paragraph 19, that party shall forward a copy of the notice to the other party hereunder. Within the ninety (90) day evacuation period, Concessionaire shall remove all his/her property from the Concession Area that Concessionaire is permitted or required to remove under the terms of this Agreement.

### **30. MISCELLANEOUS PROVISIONS.**

**30.1 ASSIGNMENT/SUBLEASE** This Agreement shall not be assigned by Concessionaire in whole or in part nor the Concession Area subleased in any respect without City's prior written authorization which may be withheld in City's sole discretion. In consideration of any said authorization, City reserves the right to review and approve any proposed agreement(s) as well as the qualifications of the proposed assignee/sublease. Any such assignment and sublease shall not release the Concessionaire of any liability under the Agreement.

**30.2** RIGHT OF ENTRY City and the Forest Service shall have the right by its officers or employees to enter upon the Concession Area at reasonable times during regular business hours to inspect the Concession Area, to determine whether Concessionaire is complying with the terms of this Agreement and the Permit, to perform lawful acts that may be necessary to protect the interest of City or the Forest Service in the Concession Area, or to perform duties under this Agreement or the Permit or law.

**30.3** ATTORNEY'S FEES In the event any action, suit, or proceeding is commenced between the parties concerning the Concession Area, this Agreement, or the rights and duties of either party under this Agreement, the party prevailing shall be entitled, in addition to any other relief that may be granted in the action, to a reasonable sum as and for its attorneys' fees, as determined by the court in which the action is brought or in which a separate proceeding for attorneys fees is brought.

**30.4** EXCLUSIVE VENUE The parties stipulate to venue in and to the jurisdiction of the courts in Fresno County, California for all actions arising under this Agreement.

**30.5** ENTIRE AGREEMENT This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement.

**30.6** NOTICES All notices under this Agreement required to be in writing shall be addressed to the parties as follows, and shall be delivered personally to either party by the other or delivered by first class mail, postage prepaid, registered or certified, return receipt requested and addressed as follows:

CITY:  
City of Fresno,  
Attention: PARCS Director  
1515 E. Divisadero Street  
Fresno, California 93721-1115.

CONCESSIONAIRE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may change its address during the term hereof by giving notice to the other as provided herein.

**30.7** EXHIBITS All exhibits referenced herein as attached hereto are by such reference incorporated into and made a part of this Agreement for all purposes.

**30.8** SEVERABILITY If any covenant, agreement, term, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect.

**30.9** INTERPRETATION This Agreement shall be interpreted according to the rules which govern the interpretation of contracts, as prescribed in Part 2 of Division 3 of the California Civil Code, commencing with Section 1635. The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

**30.10** TIME OF THE ESSENCE Time is of the essence of this Agreement and of each provision.

**30.11** WAIVER No failure by either City, or Concessionaire, to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right, or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, terms, or condition.

**31. REQUESTS FOR PROPOSALS.** Under Section 3 of this Agreement, Concessionaire is to notify the City at least four (4) months prior to expiration regarding his/her intent to renew or seek a new Concession Agreement. If such notice is not received by such date, or if received and the City determines that it would be in the best interest of the City to solicit proposals, then City may solicit proposals to lease or manage the Concession Area. Concessionaire may submit a proposal therefore. City shall evaluate and consider each proposal received on its merits and on the same basis as any other proposal.

If City solicits proposals and Concessionaire fails to submit a proposal or is not selected as the concessionaire, the City will use its best efforts to provide not less than ninety (90) calendar days' notice to Concessionaire of the change in Concessionaire so that Concessionaire may make such arrangements as may be necessary to dispose of personal property, sell unneeded equipment, and arrange for the newly selected concessionaire.

Concessionaire agrees that any new concessionaire may upon agreement with Concessionaire, purchase all maintenance equipment, tools, and supplies, used in the operation of the Camps and owned by Concessionaire, at fair market value. For purposes of this Section, the determination of fair market value shall be made after giving consideration to, among other factors, the original purchase price, present condition, depreciation, and demand therefore.

**32. HOLD OVER.** In the event Concessionaire holds over and continues in possession of the Concession Area after expiration of the term hereof, such holding over shall be considered a month-to-month tenancy, subject to all the terms and conditions of this Agreement and shall not be deemed a renewal thereof.

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IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

[Contractor Name],  
[Legal Identity]

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Type or print written signature.)

Parks, After School, Recreation and  
Community Services Department

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:  
YVONNE SPENCE  
City Clerk

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Type or print written signature.)

Deputy

Date

Title: \_\_\_\_\_

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

DOUGLAS SLOAN  
City Attorney

By: \_\_\_\_\_

Deputy/Senior Deputy

### III - GENERAL CONDITIONS

### III. GENERAL CONDITIONS

1. DEFINITIONS: Wherever used in the Specifications, including the Instructions to Proposers, the proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

- (a) "City" and "City of Fresno" shall each mean the City of Fresno, CA, unless otherwise indicated.
- (b) "City Manager" shall mean the City Manager of the City of Fresno.
- (c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Proposers, the proposal and any addenda thereto, the Contract and all City of Fresno specifications, and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
- (d) "Contractor" shall mean each person or entity awarded a Contract hereunder and named or to be named in the Contract with the City of Fresno to furnish the goods or services, or both, to be furnished under the Contract.
- (e) "Council" and "City Council" shall each mean the Council of the City of Fresno.
- (f) "Proposer" shall mean each person or entity submitting a proposal, whether or not such person or entity shall become a Contractor by virtue of award of a Contract by the City.
- (g) "Purchasing Manager" shall mean the Purchasing Manager of the City of Fresno.
- (h) "Specifications" shall mean the Contract Documents.

2. DELIVERY OF SERVICES: If Contractor is delayed providing services by (i) any acts or omissions of City or its employees, or others acting under authority of City by contract or otherwise, (ii) acts of God which Contractor could not reasonably have foreseen and provided for, (iii) illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, or (iv) any illegal general lockouts or other defensive action by employers, whether general or by organizations of employers; Contractor shall have no claim for damages against City for any such cause of delay, but shall be entitled to an extension of time as will reasonably compensate Contractor for actual loss of time occasioned thereby. Contractor may apply to the City Manager for such extension. However, no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager, in writing, within one week after the commencement or occurrence of the condition or event which is expected to cause a delay in delivery, of such condition or event and the actual or estimated number of days of delay anticipated on account thereof. The decision of the City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, will be given in writing to Contractor.

3. TERMINATION FOR CONVENIENCE: The City reserves the right to terminate this Contract for any reason, upon sixty (60) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

4. TERMINATION FOR CAUSE:

- a. If the Contractor shall fail to complete service, within the time or times specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract, the City Manager of the City of Fresno or his/her designee, acting for and on behalf of the City, may at any time after the expiration of the time for cure, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such of the items or service to be

furnished which have not been delivered or accepted prior to such termination.

b. The City may terminate this Contract if the Contractor materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within fifteen (15) days after written notice by the City specifically describing the breach.

c. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or his/her designee, which notice shall be deemed to have been received by Contractor, if mailed by certified mail, within forty-eight hours to Contractor's address as contained in the proposal to the City or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

5. **CONTRACT DOCUMENTS**: Upon award of the Contract, the Contractor shall execute and submit all required documents to the Purchasing Manager, 2600 Fresno St room 2156, Fresno, California 93721, in a form acceptable to the City of Fresno within twenty (20) calendar days from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the proposal deposit and initiate a City departmental recommendation for City to award the Contract to another Proposer.

6. **PERFORMANCE BOND**: Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect a "Faithful Performance Bond" from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California, in the amount of Fifteen Thousand Dollars (15,000.00), this bond is to be renewed annually.

7. **PROVISIONS APPLICABLE ONLY FOR SERVICES TO BE PERFORMED ON CITY**

(a) Throughout the life of this Agreement, CONCESSIONAIRE shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The City of Fresno and each of its officers, officials, employees, agents and volunteers (hereinafter referred to collectively as "City") requires policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONCESSIONAIRE, or any party the CONCESSIONAIRE subcontracts to, fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONCESSIONAIRE shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONCESSIONAIRE of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONCESSIONAIRE shall not be deemed to release or diminish the liability of CONCESSIONAIRE, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONCESSIONAIRE. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONCESSIONAIRE, vendors, suppliers, invitees, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

**MINIMUM LIMITS OF INSURANCE CONCESSIONAIRE**

CONCESSIONAIRE, or any party the CONCESSIONAIRE subcontracts to, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY :**
  - (i) \$1,000,000 per occurrence for bodily injury and property damage;
  - (ii) \$1,000,000 per occurrence for personal and advertising injury;
  - (iii) \$2,000,000 aggregate for products and completed operations; and,
  - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY :**

\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits and **EMPLOYER'S LIABILITY** with limits of liability not less than:
  - (i) \$1,000,000 each accident for bodily injury;
  - (ii) \$1,000,000 disease each employee; and,
  - (iii) \$1,000,000 disease policy limit.

**UMBRELLA OR EXCESS INSURANCE**

In the event CONCESSIONAIRE purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

## DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONCESSIONAIRE shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONCESSIONAIRE shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONCESSIONAIRE shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

## OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. CONCESSIONAIRE is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONCESSIONAIRE shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONCESSIONAIRE shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability policies of insurance shall be endorsed to name CITY, its officers, officials, agents, employees and volunteers as additional insureds. CONCESSIONAIRE shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form  
CG 20 10 11 85.
- (iii) All such policies of insurance shall be endorsed so CONCESSIONAIRE's insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. If CONCESSIONAIRE maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by CONCESSIONAIRE.
- (iv) Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (v) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

**PROVIDING OF DOCUMENTS** - CONCESSIONAIRE shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.** All non-

ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONCESSIONAIRE shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of CONCESSIONAIRE shall also be required to provide all documents noted herein.

**MAINTENANCE OF COVERAGE** - If at any time during the life of the Agreement or any extension, CONCESSIONAIRE or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY hereunder shall in any way relieve CONCESSIONAIRE of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by CONCESSIONAIRE shall not be deemed to release or diminish the liability of CONCESSIONAIRE, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONCESSIONAIRE. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONCESSIONAIRE, its principals, officers, agents, employees, persons under the supervision of CONCESSIONAIRE, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

**SUBCONTRACTORS** - If CONCESSIONAIRE should subcontract all or any portion of the services to be performed under this Agreement, CONCESSIONAIRE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and CONCESSIONAIRE shall ensure that CITY, its officers, officials, employees, agents and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with CONCESSIONAIRE and CITY prior to the commencement of any work by the subcontractor.

**Bidders who plan to participate repeatedly in City bids are encouraged to submit annual insurance certificates at time of bid which will remain on file in the Purchasing Division.**

9. PRECEDENCE OF CONTRACT DOCUMENTS: The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this project; (2) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Scope of Work.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order precedence.

10. FEDERAL IMMIGRATION REFORM AND CONTROL ACT OF 1986: As a material part of any contract for a City of Fresno project, every Contractor who has employees who will work on a City of Fresno project, is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (P.L. 99-603, 100 Stat. 3359). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Fresno project.

11. WORKMANSHIP GUARANTY: The workmanship of the services to be performed for the City by the Contractor will be in accord with the Specifications, and where not specified, in accord with generally accepted standards.

12. ALTERATION OF TERMS: No alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by both parties.

13. CONTRACT CHANGES: No changes or modifications to the Contract shall be made unless agreed to and signed by both parties. No prior, current or post award verbal agreement or agreements with any officer, agent or employee of the City shall affect or modify any terms or obligations of these Specifications or any Contract resulting from this procurement.

14. AMENDMENTS: The City of Fresno reserves the right to add, modify, or delete items from the Contract including Special Conditions or Scope of Work. Any changes shall be made only by means of a formal amendment signed by both the City and Contractor.

15. ASSIGNMENT: The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale or subcontracting by the Contractor, its successors or assigns, shall be null and void unless approved in writing by the City.

16. TERMINATION BY CITY FOR NON-APPROPRIATION: In the event of non-appropriation relating to the Contract, City shall have the right to terminate the Contract at the end of any fiscal year of City, in the manner and subject to the terms specified in this paragraph. City shall endeavor to give written notice of such termination not less than sixty (60) days prior to the end of such fiscal year, and shall notify Contractor of any anticipated termination. For purposes of this paragraph, "fiscal year" shall mean the twelve month fiscal period of City which commences on July 1 in every year and ends on the following June 30. For purposes of this paragraph, "non-appropriation" shall mean the failure of the City or City's governing body to appropriate money for any fiscal year of City sufficient for the continued performance of the Contract by City.

17. INDEPENDENT CONTRACTOR: In the furnishing of the services provided for herein, the Contractor is acting as an independent contractor. Neither the Contractor, nor any of its officers, associates, agents or employees shall be deemed an employee, joint venturer, partner or agent of the City for any purpose. However, the City shall retain the right to verify that the Contractor is performing its respective obligations in accordance with the terms of the Contract.

Because of its status as an independent contractor, Contractor and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City employees. Contractor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Contractor shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Contractor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to City or to this Agreement.

18. GOVERNING LAW AND VENUE: The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties thereunder shall be Fresno County, California.

19. COMPLIANCE WITH LAW: In providing the services required under the Contract, Contractor shall at all times comply with all applicable laws of the United States, the State of California and the City of Fresno, and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of the Contract.

20. SEVERABILITY: The provisions of the Contract are severable. The invalidity, or unenforceability of any one provision in the Contract shall not affect the other provisions.

21. INTERPRETATION: The Contractor acknowledges that the Contract in its final form is the result of the combined efforts of the parties and that, should any provision of the Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing the Contract in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

22. ATTORNEY'S FEES: If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. EXHIBITS: Each exhibit and attachment referenced in the Contract is, by the reference, incorporated into and made a part of the Contract.

24. MAINTENANCE OF RECORDS: Records of Contractor pertaining to the services hereunder shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of the Contract and for a period of three years after final payment and for the period of time required by law. In addition, all books, documents, papers, and records of Contractor pertaining to the Contract shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This section shall survive expiration or termination of the Contract.

25. RECYCLING: In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:

(i) After award, immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(ii) Immediately contact the Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(iii) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

26. **NOTICES:** Any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Proposal in the case of the Contractor and at the address in the Special Conditions for mailing of invoices in the case of City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

27. **BINDING:** Subject to Section 15 of these General Conditions, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

28. **WAIVER:** The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

29. **CUMULATIVE REMEDIES:** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

30. **NO THIRD PARTY BENEFICIARIES:** The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties.

31. **EXTENT OF AGREEMENT:** Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor.

32. **HEADINGS:** The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

#### IV. SPECIAL CONDITIONS

1. TERM OF CONTRACT: This Contract shall be in effect for an initial term of three (3) years from the date of the Notice to Proceed. The Contract may be extended, with the mutual written consent of both parties, for up to two additional one (1) year terms in accordance with the provisions set forth herein, all other terms and conditions specified herein remaining the same. If either the City or Contractor elects not to extend the Contract, or upon expiration of the final one-year extension term, the Contractor shall aid the City in continuing, uninterrupted, the requirements of the Contract, by continuing to perform on a temporary basis, when specifically requested to do so in writing by the Purchasing Manager, on a month to month basis not to exceed twelve months. Such continuance shall be subject to price increases/decreases in accordance with the provisions set forth herein, and all other terms and conditions remaining the same as if the Contract had been extended for such a temporary period by an amendment hereto.

2.

C

PAYMENT: The Proposer shall remit monthly rent payments to the City no later than the twentieth (20) day of the month following the month for which rent is paid and must include supporting documentation into how each month rent payments were calculated. Rent shall be paid by check payable to the City of Fresno and delivered to:

CITY OF FRESNO  
PARCS ADMINISTRATION OFFICE  
1515 E. DIVISADERO STREET  
Fresno, CA 93721

Contractor hereby agrees not to assign the payment of any monies due Contractor from City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Contractor directly to Contractor.

## V - SCOPE OF WORK

## **GENERAL INFORMATION**

### **A. Background**

The City of Fresno owns a family and group camp (Camp Fresno) located on Dinkey Creek, 15 miles east of Shaver Lake and 65 miles from Fresno. The camp is operated under a Special Use Permit issued by the Sierra National Forest.

The elevation of Camp Fresno is approximately 6,500 feet above sea level. Weather is typical for the Sierra Nevada. Summers are normally dry, but have occasional thunder showers and temperatures are in the 80's F. The managed season is normally from Memorial Day to the end of October. Most use occurs from June 15 through Labor Day. Although abnormal, a late snow melt or early snow fall could reduce the length of the season.

The City of Fresno currently has a Concession Agreement with D&K Beard Enterprises, with assignment to Jarrod and Jennifer Deaver until December 31, 2015.

### **B. Term of Agreement**

The term of the Concession Agreement will begin on January 1, 2016 and will be for a period of three (3) years with the option of up to two (2) one-year extensions.

### **D. Provision of Services**

The purpose of this offering is to provide a high quality camping experience to the City of Fresno constituents and others.

Operation includes, but is not limited to, the requirements of the attached Concession Agreement:

To maintain the value of the Concession Area, Concessionaire shall, at Concessionaire's sole cost and expense and to the satisfaction of the City:

- 1) Keep and maintain all portions of the Camps in good order and in a clean and sanitary condition, free of litter, neat in appearance, and in a safe condition. Restrooms shall be cleaned daily and more often if necessary to keep them in a clean, sanitary condition. The interiors of all cabins and buildings in the family camp and the group camp shall be cleaned at least once a week during the time between "check out" and "check in" time.
- 2) "Water down" all roadways in the campgrounds daily to reduce dust contingent upon the availability of water.
- 3) Remove all rubbish, garbage, and waste from the camp site and dispose of it. Garbage cans shall be emptied daily and bins emptied weekly. Any garbage kept overnight in the camp areas shall be stored in a manner inaccessible to bears.
- 4) Adopt and adhere to a daily camp maintenance schedule. An example of a suggested schedule is included as Exhibit "C".

- 5) Concessionaire shall re-paint all painted interior and exterior surfaces of two-bedroom cabins, one-bedroom cabins and all other camp buildings at least once every three years, with one-third of the buildings re-painted each year. Concessionaire shall maintain interiors of all buildings free of graffiti. For purposes of this section, interiors are defined as all interior surfaces that are viewable to the public.
- 6) Properly use and operate all water distribution systems in accordance with Fresno County Health Department requirements.
- 7) Properly use and operate all electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their condition permits.
- 8) Submit to and obtain prior written approval from the City of Fresno and the Forest Service for development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for the Concession Area. The City shall respond within thirty (30) days of the request for approval. Concessionaire may remove or destroy trees or shrubbery in the Concession Area only after the Forest Service has approved the removal or destruction, and has marked or otherwise designated the trees or shrubbery to be removed or destroyed. Merchantable timber cut must be paid for by Concessionaire. Concessionaire may plant only such trees, shrubs, and other plants in such manner and in such places about the Concession Area as are approved by the Forest Service.
- 9) Concessionaire shall maintain the facilities and structures in and on the Concession Area and every part thereof in good order and in safe, sanitary condition and repair. Maintenance shall include repair, replacement and rebuilding, except as otherwise provided herein. Concessionaire and City acknowledge that Concessionaire may not have funds budgeted and available for major repairs, replacements, or rebuilding for which and at the time which Concessionaire may become liable under the terms of this Agreement. Concessionaire shall notify City of all required major repairs, replacements, or rebuilding and City shall determine whether such repair, replacement, or rebuilding shall be completed. Concessionaire shall use his/her best efforts to make all such repairs, replacements and rebuilding in a timely manner, and agrees to do so in the following order of priority:
  - a) Repairs affecting public health or safety.
  - b) Other repairs. Concessionaire shall keep the Concession Area and every portion thereof free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Concession Area at the instance or request of Concessionaire.

## **E. Improvements**

The successful proposer will be required to re-paint the interior and exterior of one third (1/3 or 33.33%) of the buildings in Camp Fresno and Camp Fresno Jr. each year. All buildings in the camp will be painted once every three (3) years.

Concessionaire shall as the need arises make written recommendations to City regarding improvements to the Concession Area, and submit such recommendations to City for approval. The City, at its sole discretion, shall evaluate the recommendations and formulate a decision within thirty (30) calendar days after receipt to render a decision in writing to Concessionaire. The decision shall be final and binding. For improvements recommended by Concessionaire that are approved by the City in writing, and completed by Concessionaire, City shall reimburse Concessionaire in any fiscal year of the term an amount not to exceed the rent the City receives or will receive from Concessionaire during the same fiscal year.

Unless otherwise agreed in writing between the parties, "improvements" as used in this Agreement shall mean new, added or replacement improvements that become a permanent part of the real property, cost a minimum of Five Hundred Dollars (\$500.00), and have a minimum expected life of five (5) years.

## **F. Surety Deposit**

The successful Proposer will be required to submit to the City a Performance Bond, Certificate of Deposit and/or Letter of Credit to serve as security for faithful performance under the terms of the Contract. The successful Proposer shall provide to and maintain with the City each year a Fifteen Thousand Dollar (\$15,000) Performance Bond, Certificate of Deposit and/or Letter of Credit during the months of May through and including the month of November.

## **G. Maintenance and Operation**

Proposer shall operate and keep the facility open to the public during such days and hours as are required to adequately serve the public wishing to utilize the facility. A City representative will provide instructions at the beginning of the term of the Contract on the maintenance and operation of the facilities and equipment, including but not limited to, the water system, sewer system, garbage disposal, and road systems, and will instruct on the work required by the Forest Service.

## **H. Camp Fresno and Camp Fresno Jr. Facilities**

If Proposer intends to submit a proposal for the operation and maintenance of Camp Fresno, Proposer should visit the Camp Fresno located on Dinkey Creek, 15 miles east of Shaver Lake 65 miles from Fresno.

## DESCRIPTION OF THE CAMP SITE

CAMP FRESNO (a family camp) consists of the following facilities:

22 two-bedroom cabins with sleeping provisions for six people. Each two-bedroom cabin has a kitchen, wash basin, toilet, wood-burning heating stove, outdoor three-burner propane cooking stove, and water faucets indoors and outdoors.

29 one-bedroom cabins with sleeping provisions for four people. Each one-bedroom cabin has a wood-burning heating stove, outdoor three-burner propane cooking stove, and outdoor water faucet.

Three staff cabins with hot and cold running water, kitchens and bathrooms.

One large social hall with benches for seminars, meetings, and movies.

One camp office with five-drawer safe.

One large walk-in refrigerator with 40 individual food lockers.

Two washrooms and showers: one has connections for laundry machines and five men's showers and five women's showers. The other facility also has connections for laundry machines and three men's showers and three women's showers. There are also 11 men's toilets and 11 women's toilets located in the camp.

CAMP FRESNO JR. (a group camp) is located across Dinkey Creek from Camp Fresno and consists of the following facilities:

Two large single-bed dormitories with 40 beds each

Three counselor's cabins with three beds each

Cook's quarter in the kitchen, including a bedroom and restroom

Large kitchen complete with walk-in refrigerator/reach-in box, commercial refrigerator, commercial stove and grill, microwave, wash basins, serving table, utensils, dishes, cookware, and small appliances

Large glass and enclosed screen eating pavilion with 11 tables for 60 to 70 people, freestanding wood-burning fireplace

Brick BBQ grill, 2'X6'

Men's restroom with five toilets and four showers

Women's restroom with five toilets and four showers

Laundry room with wash basin

Amphitheater with fire ring

### Electrical Service

Electricity is provided by the Southern California Edison Company. All buildings have lights and plug fixtures. There are many night lights and roadway lights, and a lighted playground and volleyball court.

### Telephone Service

Ponderosa Telephone Company provides both private and public telephone service to the camp.

### Water

Water for both camps comes from wells and is pumped up to a 5,000-gallon holding tank for distribution.

### Sewer System

Sewage is collected via a network of lines that lead to septic tanks and leach lines. The use of enzymes has enabled these tanks to operate with only occasional need to be pumped.

### Gas System

Propane gas is supplied to all areas of both camps through a network of piping originating from ten propane storage tanks. There are eight in the main camp and two in Camp Fresno Jr.

## CURRENT OPERATING PROCEDURE

(THIS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY)

### SEASON

The camp is now operated from Memorial Day weekend through October.

### CAMP FRESNO (FAMILY CAMP) RESERVATIONS

1. Reservations are received by the Concessionaire. Partial week reservations are accepted at Camp Fresno, if there are vacant units during the week in which reservations are requested.
2. Reservations are accepted after January 1 of each year.
3. A non-refundable reservation deposit of \$75.00 per cabin per week is required. The deposit is applied toward the rent.
4. No reservation will be held after April 1 unless full payment has been received.
5. Weekly reservations are from 2:00 p.m. on Sunday to 11:00 a.m. the following Sunday.
6. Partial week or weekend reservations will be accepted from Monday of the prior week. (Ten days in advance)
7. Cabins may be reserved for a maximum of two consecutive weeks.
8. No person is permitted to rent more than two cabins for any reservation period.
9. Renters must be 21 years old.
10. All minors occupying cabins must be accompanied by a responsible adult at least 21 years old.
11. Telephone reservations must be paid within five (5) days.

### CAMP FRESNO JR. (GROUP CAMP) RESERVATIONS

Due to the demand for the use of the group camp, a lottery system is used for groups to obtain weekly reservations. The lottery drawing is held in November for City of Fresno resident and resident organization groups and in January for non-City resident and organization groups.

1. Weekly reservations are from 4:00 p.m. Sunday to 1:00 p.m. the following Sunday.
2. There is a \$250.00 non-refundable reservation deposit required. The deposit is applied toward the rent.
3. A \$100.00 cleaning/security deposit is required with full payment prior to May 1. (Refundable)

### RECREATION

A variety of recreation activities are available at Camp Fresno or in the area including swimming, fishing, hunting, hiking, volleyball, horseshoes, table tennis, a children's playground, a nightly campfire, movies twice a week, and horseback riding.

**EXHIBIT A - Special Use Permit issued by U. S. Forest Service**

Use Designation

U

USES

Municipal Camp  
City of Fresno, 5/28/55

EXHIBIT A



SPECIAL USE PERMIT

SIERRA NATIONAL FOREST
FS. A-100
RANGER DIST: MAR NF
PR. KR. SM. NS
RECEIVED
JAN 9 1957
ENC. J. TM
CLER. SC. DISP
COPIES RECEIVED
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Sierra

National Forest

Permission is hereby granted to CITY OF FRESNO

at City Hall, Fresno, California

hereinafter called the permittee, to use, subject to the conditions set out below, the following-described lands or improvements:

National Forest land located in the SE $\frac{1}{4}$  SE $\frac{1}{4}$  and NE $\frac{1}{4}$  SW $\frac{1}{4}$  SE $\frac{1}{4}$  Section 8, and the NW $\frac{1}{4}$  NE $\frac{1}{4}$  and E $\frac{1}{2}$  NW $\frac{1}{4}$  NE $\frac{1}{4}$  Section 17, T. 10S., R. 26E., M. 3E. & M., and specifically as shown on City of Fresno Map No. 7-3-1, titled Camp Fresno and Camp Fresno Jr., and dated September 1956.

(Revised 9/28/56)

This permit covers Approx. 37.24 acres and/or \_\_\_\_\_ miles for the purpose of:  
Constructing, maintaining and operating a municipal camp.

The exercise of any of the privileges granted in this permit constitutes acceptance of all the conditions of this permit.

1. In consideration for this use, the permittee shall deposit with the Regional Fiscal Agent, Forest Service, FRS - Regulation U-11, a check, draft, or money order made payable to the Treasurer of the United States in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the period from \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, and thereafter annually on \_\_\_\_\_ dollars (\$ \_\_\_\_\_). The charges for this use may be readjusted from time to time to place this permit on a basis consistent with the charge to other permittees for like privileges.

Form FS-432  
(Revised 12-1-56)

EXHIBIT A

FILE COPY

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

3. 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. Merchantable timber cut must be paid for by 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.

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

5. This permit is subject to all valid claims.

6. 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.

7. The permittee shall take all reasonable precautions 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.

8. ~~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.~~

9. 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.

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

11. 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 restoration of the site.

12. 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 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 may be authorized by permit to him if, in the opinion of the forest supervisor, issuance of a permit is desirable and in the public interest.

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

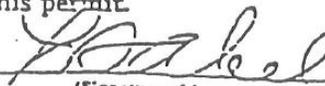
14. The temporary use and occupancy of the premises and improvements herein described may not be sublet by the permittee to third parties without the prior written approval of the forest supervisor and the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

15. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

16. 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 provision thereof, the preceding printed clauses will control.

17. This permit is subject to the conditions set forth above and to conditions \_\_\_\_\_ 18 \_\_\_\_\_ to \_\_\_\_\_ 22, inclusive, \_\_\_\_\_ attached hereto and made a part of this permit.

Date December 26, 1956

  
(Signature of Acting Forest Supervisor)  
L. F. ABEL, Acting Forest Supervisor  
(Title)



3525 E. Tulare

July 23, 1959

2710 (2350)  
Municipal Camp  
Camp Fresno-Dinky Creek  
City of Fresno, 5/29/56

Mr. Sam Setonich  
Superintendent  
Reading Park  
890 W. Belmont Avenue  
Fresno, California

Attachment

41

Dear Mr. Setonich:

Reference is made to your Special Use Application of May 25, 1959, requesting amendment of the above designated permit to include two 12-10 inch cased water wells and a portable electric pump, all with necessary pipelines.

By copy of this letter the above designated Special Use Permit is amended to include two 10 inch cased water wells with necessary pipeline plus a pipeline from a portable pump on Dinky Creek to snowier and laundry building, all within the area presently under permit and as shown on the Camp Fresno Dinky Creek map attached to this letter.

The above designated permit is also amended to authorize a portable pressure pump in the NE¼ Section 17, T. 10S., R. 26E., N.D.S. 4 N., and specifically as shown on the map attached to this letter.

The above designated Special Use Permit is not otherwise amended or changed.

Very truly yours,

WALTER J. FRENCH  
Forest Supervisor

5y

Attachment

EXHIBIT A

2710

Municipal Camp & Playground  
City of Fresno, 5/28/26

SPECIAL USE PERMIT AMENDMENT NO. 2

The Special Use Permit issued to City of Fresno on December 26, 1956, by L. F. Abel, Acting Forest Supervisor, is hereby amended as follows:

1. Camp Fresno and Camp Fresno Junior are to be shown as indicated on attached map.
2. The public picnic area along Dinkay Creek south of the wooden bridge is deleted from permit.
3. Camp Fresno (main) has been enlarged from 33.98 to 34.43 acres.
4. Camp Fresno Junior has been enlarged from 3.26 to 4.05 acres.
5. As a result of present regulations and appraisals of land use fees which represent fair land rental values, we are hereby placing your permit on a charge basis with an annual rate of \$20.00 per acre or fraction thereof commencing on January 1, 1965. Fees in connection with this permit are due and payable by not later than February 13 annually.
6. This permit is subject to cancellation for non-payment of the special use fee. Cancellation will become effective automatically if the permittee has not made payment by February 13 of each year. A service fee in addition to the regular fee will be charged for reinstatement of the permit.
7. A service fee will be charged for issuance of a new permit as the result of any change of ownership other than enforcement of contract, foreclosure, tax sale, or other valid legal proceedings against the improvements occupying this site.
8. Delete Clause No. 21.
9. The concession stand operated by the camp is intended to include items solely for the accommodation of children. Examples are gum, candies, soft drinks, ice cream, etc. No staple foods or adult supplies are to be handled.

(Continued)

EXHIBIT A

~~XXXXXXXXXX~~

SPECIAL USE PERMIT AMENDMENT NO. 2 (Continued)

10. "In connection with the performance of work under this permit, the permittee agrees as follows:

"(1) The permittee will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Forest Service setting forth the provisions of this non-discrimination clause.

"(2) The permittee will, in all solicitations or advertisements for employees placed by or on behalf of the permittee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(3) The permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Forest Service advising the said labor union or workers' representative of the permittee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(continued)

EXHIBIT A

SPECIAL USE PERMIT AMENDMENT NO. 2 (Continued)

"(4) The permittee will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The permittee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the Forest Service and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the permittee's non-compliance with the nondiscrimination clauses of this permit or with any of the said rules, regulations, or orders, this permit may be cancelled in whole or in part and the permittee may be declared ineligible for further government permits in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The permittee will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The permittee will take such action with respect to any subcontract or purchase order as the Forest Service may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Forest Service, the permittee may request the United States to enter into such litigation to protect the interests of the United States."

(Continued)

EXHIBIT A

SPECIAL USE PERMIT AMENDMENT NO. 2 (Continued)

- 11. In the event of destruction by fire, or other cause, destruction of forty percent or more of the invested value will be considered ample for the purpose of terminating this permit.
- 12. The effect of avalanches, rising waters, high winds, and falling limbs or trees are a natural phenomena in the Forest, and while they cannot be foreseen, present a risk which permittees must assume. The permittee has the responsibility of inspecting his area and immediate adjoining area for dangerous trees, hanging limbs and other evidence of hazardous conditions and securing permission from the local Forest Officer to remove such hazards.
- 13. This permit is for land occupancy only and does not provide for the furnishing of road maintenance, water, fire protection or any other such services.

It is understood that this amendment shall not operate to alter nor amend said permit in any other respect than is herein specified and shall not in any way constitute a waiver of any part, provision, or condition of said permit, and every such part, provision, or condition of said permit shall apply equally to this amendment.

By \_\_\_\_\_

Date DEC 1 1964

Title Acting Forest Supervisor

This amendment to the Special Use Permit issued December 26, 1956, is accepted subject to the conditions set forth above.

CITY OF FRESNO

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

EXHIBIT A

SPECIAL USE PERMIT ISSUED TO City of Fresno ON

December 26, 1956, BY L. F. Abel, Acting Forest Supervisor

IS HEREBY AMENDED AS FOLLOWS:

- 1. To include 3,000 feet of right-of-way for pipeline through E $\frac{1}{2}$  NE $\frac{1}{4}$  Section 8, T. 10S., R. 26E., M.D.M., providing domestic water for campground.
- 2. This amendment confers no rights upon the permittee to use of the water involved.

(This amendment supersedes Special Use Permit Designated: L-Uses-Sierra, City of Fresno, Pipeline Right-of-Way, 7/14/31.)

IT IS UNDERSTOOD THAT THIS AMENDMENT SHALL NOT OPERATE TO ALTER NOR AMEND SAID PERMIT IN ANY OTHER RESPECT THAN IS HEREIN SPECIFIED AND SHALL NOT IN ANY WAY CONSTITUTE A WAIVER OF ANY PART, PROVISION, OR CONDITION OF SAID PERMIT, AND EVERY SUCH PART, PROVISION, OR CONDITION OF SAID PERMIT SHALL APPLY EQUALLY TO THIS AMENDMENT.

DATE JUN - 7 1965

By [Signature]  
TITLE Acting Forest Supervisor

THIS AMENDMENT TO THE SPECIAL USE PERMIT ISSUED December 26, 1956 IS ACCEPTED SUBJECT TO THE CONDITIONS SET FORTH ABOVE.

DATE 6/2/65

CITY OF FRESNO  
By: [Signature]  
Title: Chief Supt.

EXHIBIT A

State Department of Agriculture Forest Service	a. Record no. (1-2)	b. Re. (3-4)	c. Forest (5-6)
	70	05	15
AMENDMENT NO. 4 FOR SPECIAL USE PERMIT Ref: FSM 2714	d. District (7-8)	e. Use number (9-12)	f. Kind of use (13-15)
	54	---	---
AMENDMENT IS ATTACHED TO AND MADE A PART OF PERMIT NO. _____	g. State (16-17)	h. County (18-20)	i. Card no. (21)
	06	019	1
<input checked="" type="checkbox"/> ANNUAL PERMIT			

Organization Camp Camp Fresno issued to \_\_\_\_\_  
(NAME OF PERMITTEE) (NAME OF PERMITTED)  
 City of Fresno, on 12/26/56  
(NAME OF PERMITTED) (DATE OF PERMIT)

is hereby amended as follows:  
 following clause is added to the permit effective January 1, 1973:

The permittee 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  
 arising out of the permittee'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 permittee's contractually assumed obligation to  
 indemnify the United States. The permittee shall require the  
 insurance company to 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; 1130 "O" Street, Room 3211, Fresno, California  
 93721; by the insurance company:

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 written notice to the Forest Supervisor,  
 1130 "O" Street, Room 3211, Fresno, California 93721, from the  
 insurance company.

Permittee to send copy of policy and certificates of insurance to  
 Forest Supervisors' Office.

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

PERMITTEE	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
	<i>[Signature]</i>	<i>[Signature]</i>	11/2/72
	NAME AND SIGNATURE	TITLE	DATE
	<i>[Signature]</i>	EXHIBIT A	

**Exhibit B**  
**FACILITY AND EQUIPMENT INVENTORY**

Page 1 of 3

**CAMP FRESNO**

**Facilities:**

- 29 One-bedroom cabins
- 22 Two-bedroom cabins
- 1 Social Hall
- 1 Manager's House
- 1 Assistant Manager's Cabin
- 1 Staff Cabin
- 1 Maintenance Service Building
- 2 Storage Buildings
- 4 Restrooms
- 2 Shower/Restroom Facilities & Laundry (main & upper) with water heaters\*

**Equipment:**

- 197 Mattresses and beds
- 51 Wood burning stove in good to poor condition
- 51 Outdoor propane cooking stoves in good to poor condition
- 1 Movie Projector
- 3 Water pumps, centrifugal type
- 3 Ranges with ovens
- 1 Refrigerated walk-in box
- 2 Refrigerators with freezers in staff cabin
- 3 Commercial hot water heaters
- 1 500-gallon Steel Water Storage Tank, abandoned behind office
- 1 15,000-gallon redwood water storage tank
- 1 15,000-gallon steel water storage tank
- 1 7,000-gallon storage tank, abandoned
- 1 500-gallon pressure tank

\* No laundry machines supplied

**Exhibit B**  
**FACILITY AND EQUIPMENT INVENTORY**

Page 2 of 3

CAMP FRESNO JR.

Facilities:

- 2 Forty-bed dormitories
- 3 Counselor's Cabins with 3 beds each
- 1 Large kitchen with cook's quarters  
    Including bedroom and restroom
- 1 Enclosed dining pavilion
  
- 2 Restrooms with 10 toilets/8 showers,  
    Men's and women's with laundry room\*
- 1 Amphitheater with fire ring
- 2 Swing sets
- 1 Horseshoe pit
- 2 Storage sheds near recreation hall
- 1 Set of monkey bars
- 2 Basketball goals with hoops

\* No laundry machines supplied



**EXHIBIT C**  
**CAMP FRESNO & CAMP FRESNO JR.**  
**EXAMPLE OF MAINTENANCE SCHEDULE**  
**WEEK OF**

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
—	—	—	—	—	—	—
Bathroom Run	Bathroom Run	Bathroom Run	Bathroom Run	Bathroom Run	Bathroom Run	Bathroom Run
Clean Cabins & Dorms	Ajax Bathroom	Litter Walk	Clean Rec Hall	Litter Walk	Clean Rec Hall	Clean Rec Hall
Mop & Disinfect Showers & Bathrooms			Wash and Service Trucks			
Empty Cans into Bins	Empty Cans into Bins	Empty Cans into Bins	Empty Cans into Bins	Empty Cans into Bins	Empty Cans into Bins	Empty Cans into Bins
Water Roads	Water Roads	Water Roads	Water Roads	Water Roads	Water Roads	Water Roads
Clean Trucks	Clean Trucks	Clean Trucks	Clean Trucks	Clean Trucks	Clean Trucks	Clean Trucks
Clean Walkin	Submit Supply List					
Other Work Projects	Other Work Projects	Other Work Projects	Other Work Projects	Other Work Projects	Other Work Projects	Other Work Projects
—	—	—	—	—	—	—
—	—	—	—	—	—	—
—	—	—	—	—	—	—
—	—	—	—	—	—	—

**AS NEEDED:**

- Clean vacated cabins
- Garbage to Shaver
- Replace street lights
- Replace worn faucet washers
- Shovel fire pits
- Maintain water system
- Maintain sewer system

- Maintain spark screens
- Paint Camp buildings
- Maintain Camp buildings
- Repair picnic tables

Maintain sewer system

**TWICE MONTHLY:**

- Enzyme septic tanks
- Clean Screen on water intakes

**EXHIBIT D****SCHEDULE OF APPROVED 2016 RATES****Camp Fresno Family Camp**

Memorial Day Weekend through first three weeks in September: \*

1 bedroom / per week	240.00
1 bedroom / per day	45.00
2 bedroom / per week	430.00
2 bedroom / per day	75.00
Other months:	
1 bedroom / per week	196.00
1 bedroom / per day	33.00
2 bedroom / per week	335.00
2 bedroom / per day	60.00
Improvements Surcharge:	
Per cabin / per week	100.00
Per cabin / per day	20.00
Reservation deposit prior to April 1st (applied to rental only)	75.00
After April 1st	Total Rental
Graffiti Removal / per incident	30.00
*Recreation Hall / per day	150.00
<b>Camp Day Use Permit</b>	
Per Vehicle	5.00

**Camp Fresno Jr.**

Memorial Day Weekend through first three weeks in September:

Organization Camp	
Group rate / per week	2,225.00
Group rate / per day	425.00
Other months:	
Group rate / per week	2,000.00
Group rate / per day	405.00
Improvements Surcharge:	
Per week	500.00
Per day	85.00
Reservation deposit / per reserved cabin	250.00
Security deposit / per organization	100.00
Graffiti Removal / per incident	30.00
<b>Camp Day Use Permit</b>	
Per Vehicle	5.00

**CAMP FRESNO CAPITAL IMPROVEMENT PROJECTS**

**\* FIVE YEAR PLAN**

**EXHIBIT E**

	<b>FY 2015 Actuals</b>	<b>FY 2016 Estimate</b>	<b>FY 2017 Projection</b>	<b>FY 2018 Projection</b>	<b>FY 2019 Projection</b>	<b>FY 2020 Projection</b>
<b>Revenue</b>						
Beginning Balance	122,377.33	117,061.45	46,881.45	-52,898.55	-171,078.55	-197,058.55
Revenue	33,727.16	33,500.00	75,200.00	77,000.00	79,000.00	81,000.00
Total Revenue	156,104.49	150,561.45	122,081.45	24,101.45	-92,078.55	-116,058.55
<b>Potential Projects/Expenditures</b>						
Condition Assessment / Blair, Church & Flynn	17,438.73					
Upgrade Potable water system/well	19,585.91	15,000.00				
Replace three water tanks			25,000.00			
Replace septic tanks			20,000.00	20,000.00		
Replace water lines			25,000.00	25,000.00	25,000.00	25,000.00
Replace sewer lines			50,000.00	50,000.00	50,000.00	50,000.00
Repair all plumbing to restrooms and showers.			5,000.00	5,000.00		
Replace flooring and sub- Flooring 60 cabins @ 850.00 per cabin (12 cabins per year)		10,200.00		10,200.00		10,200.00
Replace playground structures						50,000.00
Replace Camp sign @ driveway entrance		3,500.00				
Repair perimeter fencing				20,000.00		
Upgrade electrical systems to all cabins/buildings			25,000.00	25,000.00	25,000.00	25,000.00
Replace exterior walls for cabins/buildings (12 cabins per year)		30,000.00		30,000.00		30,000.00
Replace decking & rails on all cabins (12 cabins per year)		3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Regrade & overlay dirt roads		40,000.00		5,000.00		5,000.00
Upgrade lighting in playground/volleyball area.			20,000.00			
USDA Forest Service - Land Use Fee	780.00	780.00	780.00	780.00	780.00	780.00
State Water Resource Control Board Fee	838.40	800.00	800.00	800.00	800.00	800.00
Misc Expenditures - ISF, etc.	400.00	400.00	400.00	400.00	400.00	400.00
*Total Projects/Expenditures	39,043.04	103,680.00	174,980.00	195,180.00	104,980.00	200,180.00
<b>Ending Balance</b>	<b>117,061.45</b>	<b>46,881.45</b>	<b>-52,898.55</b>	<b>-171,078.55</b>	<b>-197,058.55</b>	<b>-316,238.55</b>