

**COUNTY OF YUBA
REQUEST FOR PROPOSAL**

***Outdoor Camp
Operations and Maintenance***



PROPOSAL CLOSING DATE:

***Friday, January 24, 2014
at 5:00pm PST***

The County of Yuba has owned what is commonly known as the Yuba County 4H Camp in Dobbins / Oregon House for over 80 years. Through that time, this 85 acre property in the scenic Yuba County foothills has experienced a rich history of providing an outdoor experience primarily for our community's youth.

The County's Administrative Services Department wishes to obtain professional services from a non-profit group, educational organization, or qualified commercial firm to assume operations and maintenance of this camp.

Selection will be based on best value and greatest 'return' to the County and its residents. This will be explained later in Section IV: Evaluation Criteria.

Please review the document carefully to ensure you are familiar with the County's requirements.

I. SCOPE OF WORK

Description

The Yuba County 4H Camp property is nestled in the Yuba County Foothills near the New Bullard's Bar Dam area. It is just northeast of the communities of Oregon House and Dobbins [see map attached].

The camp is roughly 85 total acres. The developed portion of the camp, roughly 25% of that acreage and contains 25 buildings including the following:

- Enclosed, fully functional commercial-grade kitchen
 - Kitchen has new commercial stove & griddle, new freezer, new commercial floor mixer, new ice machine, and plenty of storage.
- Large covered, open air dining hall
- Spring fed, 185,000 gallon concrete swimming pool with enclosed pool equipment building
- Numerous rustic open air sleeping cabins
- Two shower cabins
- Numerous latrines
- Duplex-style private sleeping cabin (traditionally for cook and nurse)
- Storage cabins

The kitchen is less than 10 years old, showers and latrines are fairly new, but many of the other buildings are antiquated and rustic in nature.

Water for the camp flows from a spring, and retained in a large capacity storage tank located uphill from the developed portion of the camp.

General Instructions

The County desires to partner with a non-profit group, educational organization, or qualified commercial firm for a camp management organization (hereinafter referred to Camp Operator) that can assume full operations and maintenance for the camp.

It is the County's preference to partner with a firm that will particularly focus on our community's youth or families, but it remains open to all options to maximize the use of the camp and its benefit to the community.

The Camp Operator shall be responsible for all day-to-day 'day camp' operations. This will include facility rental and scheduling, program development, upkeep and basic maintenance, coordination with renting organizations, regulatory compliance, and annual opening and closing processes.

- **Rental and Scheduling**

The Camp Operator shall be free to set the schedule and to rent the facility as they deem appropriate. Camp may be open year around as desired, and feasible given the rustic, open air nature of the facilities.

The County shall waive the 'no overnight camping' ordinance for the operation of the camp.

- **Rental Rates**

It is the County's intention to let the operator set its own rates; with the expectation it will strive to accommodate the broadest population regardless of income level.

- **Program Development**

It is the County's desire that the Operator focus on using the camp for educational opportunities for the youth or families of our community; but may, at their option, also rent the camp to other organizations in a manner so as not to interfere with this intent.

- **Camp Maintenance**

The Camp operator will be responsible for operations and maintenance of the Camp including maintaining of buildings, infrastructure, and surrounding grounds. This shall include reasonable mitigation of hazardous weeds (i.e. poison oak), vermin, etc.

All work to prepare the Camp to be opened in the spring and to prepare for winter is expected to be included in the maintenance program.

The County does have a trust fund dedicated to funding limited capital improvements to the Camp. Use of the trust is at the discretion of the County Board of Supervisors. The Camp Operator will make any fund request to the Board and their finding shall be final. The County's Administrative Services Department will be available to help in this process.

- **Regulatory**

It shall be the responsibility of the Camp Operator to comply with all Federal, State, and Local regulations in terms of operation of such a camp; including coordinating with the Local Health Officer as defined by the California Department of Public Health (CDPH).

This will also include coordinating all code requirements such as water testing at the outset of each camp year, testing of pool water during camp operation, and similar regulatory requirements.

Camp operator shall coordinate with the 'fire watch' operation on adjacent Oregon Peak when camp fires are expected, and shall abide by any 'no burn' directives when they are issued.

- **Safety**
Camp Operator shall ensure they, and/or their ‘renters’ shall provide for the safe operation of the camp including adequate oversight of campers, pool lifeguards at all times, and any other safety measures required to ensure the reasonable safety of campers.
- **Priority Consideration**
Two ‘special groups’ have been utilizing the camp for over 80 years; the Yuba Sutter 4H Organization, and the Tri-County Women’s Group. While the County does not intend to direct who may or may not use the camp, it desires the Camp Operator make an effort to continue to accommodate these two groups.

If you have other capabilities we should know of, please include them in your response and they will be considered as alternate capabilities; but will have no bearing on the selection. Choosing to omit specific tasks above shall not necessarily disqualify any bidder.

II. PROPOSAL DOCUMENT INSTRUCTIONS

As stated above, the County intends to award the work to the provider best suited to manage the Camp. Proposals should include the following:

1. *A Cover Letter / Executive Summary*, including:
A brief statement as to the Providers understanding of the work to be performed, the commitment to perform the work, and a statement as to why the vendor believes it to be the best qualified to perform the operations of the Camp.

Please also highlight any of the requirements in the Scope of Work or in the attached draft of the Agreement you are not able to accommodate.
2. *A Signature* of the person authorized to commit the vendor.
3. *Certification*
Please describe your accreditation with the American Camp Association or your equivalent approach to camp management guidelines that ensures the safety of each camper and protection for the facility and of the wilderness.
4. *Insurance Coverage*
Proof of General, Automobile, Employer Liability coverage, and continuous Workers Compensation coverage as appropriate to manage and operate a camp.
5. *References*
Please provide references from three (3) similar programs/operations. Please explain the type of camp you managed, programs offered, any particular successes or challenges you faced.
6. *Exhibits*
Please make sure Exhibits A, B, C, and D (or a reasonable facsimile) are included and complete with original signatures.

III. ADDITIONAL REQUIREMENTS

- a. **Subcontractors and Key Personnel.** Subcontractors being utilized for any portion of work must be disclosed in Exhibit B. No portion of work shall be subcontracted to a third party vendor, no change in key personnel shall be made, nor any changes can be made to a designated subcontractor, without prior written consent from County. Failure to comply with this term may result in cancellation of contract and elimination of any obligation from County. It is the County's desire to have an ongoing relationship with the provider selected.
- b. **Background Checks.** The CDPH requires background checks of any camp personnel. Camp Operator should be prepared to have camp staff background checked at their own expense. This would typically include 'Live Scan' fingerprinting and subsequent checks of Department of Justice and Federal Bureau of Investigation records. The cost of this type of background check differs depending on where the check is initiated, but for camp staff is typically less than \$49 per person.
- c. The Provider must demonstrate that they have the technical expertise, facilities, capabilities and financial resources necessary to operate the Camp in a satisfactory manner.
- d. Part of the selection process may include a credit check and financial evaluation of the business/independent Provider.
- e. Selection will be made by a County Evaluation Team. Members of the Evaluation Team are not to be contacted by the Provider. Final award will be made by the Board of Supervisors.
- f. All work performed shall be to the acceptance of the County or its authorized representative.
- g. A draft of the Operations and Maintenance Agreement is provided as Attachment B for your review. If Provider has any reservations or concerns with any term or clause in the agreement please note such in your response.
- h. Provider shall furnish to the County, *upon award of contract*, certificate of insurance naming the County as an additional insured party in amounts requested by County (in Attachment A) and maintain such insurance during term of contract.

IV. EVALUATION CRITERIA

The County reserves the right to cancel this Request for Proposal for any reason without any liability to any Provider or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment, offer of purchase, or award. The County makes no representation that any contract will be awarded to any respondent to this solicitation. The County also reserves the right to reject any and all proposals at its sole discretion.

The contract, if awarded, will be awarded to a Provider whose proposal is considered the best *value* and best *return* to the County. 'Best value' will be determined based on responsiveness, capability, program, price, and responsibility. 'Best return' shall mean the maximum number of participants served with a quality camping or educational program. The following factors will be taken into account to determine best value and return:

1. Demonstrated ability of the organization to provide a range of camp services offering maximum benefit and appeal to the community members participating.
2. Providers' understanding of the needs and objectives of the County.
3. The qualifications of the vendor and our perception of the ability of the vendor to meet the terms of the RFP.
4. Reference and other pertinent checks.
5. Fiscal soundness of firm.
6. Completeness and professionalism of submission.
7. Submissions which are deemed incomplete may be eliminated as not being responsive.
8. Responsiveness means a Provider who has submitted a proposal that conforms to the solicitation documents in all material aspects.
9. A 'Responsible Provider' shall mean a Provider who has the capability, in all respects, to fully perform the contract requirements and has the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.
10. An evaluation of technical skills, camp management skills, and the skills of the resources to be assigned to the County.

Thus the result will not be determined based solely on price. Although price is an important factor, the County will consider awarding the contract to the Provider that meets the best interest of the County as interpreted by the County.

The County reserves the right to modify the scope of required services based on proposals, available budget, and priority of requested services. The final determination will be incorporated in the final agreement for services (Agreement).

V. PROPOSAL SUBMITTALS

Please include the following with your proposal in this order:

- Proposal to include all items indicated in Section II
- Detailed program approach and description
- Attached Exhibits A through D (or a reasonable facsimile of each) with original signatures.

VI. TERMS AND CONDITIONS

Proposals are subject to the following terms and conditions:

- Contract Term.** The term of the agreement resulting from this solicitation will be for the period of five (5) years with the option for two (2) – five year extensions at the discretion of the County.
- Project Schedule.** Upon receipt of proposals, and suitable review, County expects to select a Provider. Once selected, Provider and County will finalize an Operations and Maintenance (O & M) Agreement.
- Contract Form.** The County would expect to enter into an O & M Agreement with the awardee. Sample O & M Agreement is included as Attachment B. The final Agreement will incorporate the appropriate terms and conditions from this solicitation.
- References.** Proposal must include a Statement of Experience and three (3) references including contact information from projects similar to ours which we may contact as references.
- Questions.** All questions should be submitted to the contact in Section VI.k (below) and should be submitted in writing prior to Wednesday, January 15, 2014.
- Amendments and Addenda.** It is the responsibility of the Provider to ensure their proposal includes any addenda or notices posted to the following website. This website contains the most up to date information.
<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitaions.aspx>
- Submittal Instructions.** Before submitting a proposal, Provider shall fully inform themselves as to all conditions and limitations. FOUR proposals (1 original and 3 copies) must be submitted in a sealed envelope, clearly marked “*Camp Operations and Maintenance*” to:

Yuba County Department of Administrative Services
Attn: Purchasing and Contracts
Suite 119
915 Eighth Street
Marysville, California 95901

No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County Evaluation Team.

- h. **Proposal Due Date.** In order to be considered, proposals must be received at the above address no later than ***Friday, January 24, 2014 at 5:00 pm PST***. A proposal may be withdrawn by written request received from the County prior to the time set for the closing date. Please provide four hard copies of your proposal.
- i. **Equal Employment Opportunity (EEO) Clause.** Provider must agree to comply with the Executive Order 11246 of September 24, 1965 ensuring compliance with the Federal Equal Employment Opportunity rules, regulations, and orders by the Secretary of Labor and all pertinent and related requirements.
- j. **Proposal Validity.** Proposals must be valid for a period of not less than ninety days (90) after the solicitation closing date.
- k. **Contact Information.** Andrea Armstrong, Purchasing and Contracts Administrator for Administrative Services, is the designated contact person for questions related to this Request for Proposal. All questions must be received in writing via email, fax, or USPS mail service. Responses will be returned in writing and only the answers in writing will constitute an amendment as the correct, accurate and binding response from the County. All questions and responses will be posted on the County web site and shared with all participants, applicants and Providers. Andrea's contact information is: email aaarmstrong@co.yuba.ca.us, fax 530-749-7884. Andrea's contact phone number is 530-749-7880. **Questions posed to any other member of County Staff may result in disqualification.**

EXHIBIT A – BIDDERS STATEMENT

By submitting a bid, the bidder acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFP and any addendums. Any failure by the bidder to acquaint him or herself with available information will not relieve them from the responsibility of estimating properly the difficulty or cost of successfully performing the work. The County is not responsible for any conclusions or interpretations made by the bidder on the basis of the information made available by the County.

The following addendums have been acknowledged and are included in our proposal. RFPs that do not acknowledge addendums may be rejected.

Addendum#	Initials

COMPLETE LEGAL NAME OF COMPANY

BUSINESS ADDRESS

PHONE NUMBER

BUSINESS CITY, STATE, ZIP

PRINTED NAME OF AUTHORIZED AGENT (TITLE)

SIGNATURE OF AUTHORIZED AGENT

DATE

FEDERAL IDENTIFICATION NUMBER

DUNS NUMBER

THIS FORM TO BE COMPLETED BY PROVIDER AND INCLUDED IN THE BID.

EXHIBIT B – LIST OF SUBCONTRACTORS

Mark one of the boxes below:

BIDDER does not propose to subcontract the work.

BIDDER proposes to subcontract certain portions of the work to the individuals / firms listed below:

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

Name of Individual / Firm Submitting Bid: _____

Signature of Bidder: _____

THIS FORM MUST BE COMPLETED BY THE PROVIDER AND INCLUDED IN THE BID.

EXHIBIT C – LIST OF REFERENCES

The following are the names, addresses, and telephone numbers of three (3) references for which BIDDER has performed similar work within the past three years. Public Agencies are preferred.

1. _____

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

Contract Amount

Type of Work

Date Completed

2. _____

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

Contract Amount

Type of Work

Date Completed

3. _____

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

Contract Amount

Type of Work

Date Completed

THIS FORM TO BE COMPLETED BY PROVIDER AND INCLUDED IN THE BID.

EXHIBIT D – PRICE PROPOSAL

With the exception of capital improvements, the expectation is the Camp Operator shall operate the camp as ‘self-sustaining.’ This means that costs related to daily maintenance and operation will be borne by the operator and supplemented or ‘covered’ by receipts from renting out the Camp to other organizations.

For Providers that are other than a non-profit organization, please explain in detail your proposal for how you plan to pay the County a fair rental for the camp on a monthly/annual/or other basis:

ATTACHMENT A

INSURANCE REQUIREMENTS

E. INSURANCE. PROVIDER shall produce and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the PROVIDER, his agents, representatives, employees or SUBPROVIDERS. If PROVIDER fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to PROVIDER.

E.1 MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
3. Worker’s Compensation insurance as required by the State of California and Employer’s Liability Insurance.

E.2 MINIMUM LIMITS OF INSURANCE. PROVIDER shall maintain limits no less than:

General Liability: (including operations, products and completed operations.)	\$5,000,000	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
Automobile Liability:	\$1,000,000	per accident for bodily injury and property damage.
Workers’ Compensation:	As required by the State of California.	
Employer’s Liability:	\$1,000,000	each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

If the PROVIDER maintains higher limits than the minimums shown above, the COUNTY shall be entitled to coverage for the higher limits maintained by the PROVIDER.

E.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the PROVIDER shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E.4 OTHER INSURANCE PROVISIONS. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobile's owned, leased, hired or borrowed by or on behalf of the PROVIDER; and with respect to liability arising out of work or operations performed by or on behalf of the PROVIDER including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the PROVIDER'S insurance policy, or as a separate owner's policy.
- b. For any claims related to this project, the PROVIDER'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the PROVIDER'S insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

E.5 WAIVER OF SUBROGATION. PROVIDER hereby agrees to waive subrogation which any insurer of PROVIDER may acquire from PROVIDER by virtue of the payment of any loss. PROVIDER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all worked performed by the PROVIDER, its employees, agents and SUBPROVIDERS.

E.6 ACCEPTIBILITY OF INSURERS. Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A:VII unless otherwise acceptable to the COUNTY.

E.7 VERIFICATION OF COVERAGE. PROVIDER shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY'S forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

E.8 SUBPROVIDERS. PROVIDER shall require and verify that all SUBPROVIDERS maintain insurance meeting all the requirements stated herein.

ATTACHMENT B

SAMPLE OPERATIONS AND MAINTENANCE AGREEMENT

This operations and maintenance agreement (hereinafter referred to as “agreement”) is made and entered into by and between the County of Yuba, a political subdivision of the State of California (and hereinafter referred to as “County”) and <><> (hereinafter referred to as “Operator”), this ____ day of _____, 2013.

WHEREAS, the County is the owner of all that certain real property situated in the County of Yuba, State of California, commonly known as the 4H Camp in Dobbins and more specifically described as follows:

The EAST ONE HALF of the SOUTHWEST ONE QUARTER of the NORTHWEST ONE QUARTER of the SOUTHWEST ONE QUARTER OF Section 26, Township 18 North, Range 7 East M.D.B.& M., and the WEST ONE HALF of the SOUTHEAST ONE QUARTER of the NORTHWEST ONE QUARTER of the SOUTHWEST ONE QUARTER OF Section 26, Township 18 North, Range 7 East M.D.B.& M.

- Also knows as A.P.N. 064-260-005
- 15356 Oregon Hill Road, Challenge, CA

Also excepting from the above mentioned parcels any easements of record, utilities, and timber harvest rights and agreements that may exist through usage.

WHEREAS, said park property is devoted to and held for the ultimate use for park, recreation, and educational purposes and thus, County is empowered under the provisions of Section 25536 of California Government Code to enter into management and operation agreements involving all or a portion of said property without complying with the provisions of Title 3, Division 2, Part 1, Chapter 5, Article 8 (commencing with Section 25520) of the California Government Code; and

WHEREAS the County desires to enhance the park and make it available for the greatest public benefit; and

WHEREAS the Operator management of the park property will further the purpose of enhancing the park and making it available for the benefit of the youth and general public of the County.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

The County hereby conveys a leasehold interest in the above referenced property and agrees to grant a concession to the Operator, upon the terms and conditions for the consideration herein specified, to manage and operate said park property herein described. The Operator agree to operate and manage park property and to comply with all terms conditions, and covenants herein stated, and to provide the maximum educational benefit for the youth and general public of Yuba County under these terms herein described.

TERMS AND CONDITIONS

1. CONDITION OF AGREEMENT

County and Operator hereby certify that this agreement is executed for the purpose of enhancing recreational uses as a benefit to the public and the Operator agrees to use the park property consistent therewith.

The agreement is further subject to the provisions of Chapter 8.76 of Title VIII of the Yuba County Ordinance Code which governs use of the 4H Camp property; and Operator warrants and certifies that it has read, is familiar with, and understands the provisions of Chapter 8.76.

The County hereby certifies the following exemptions to Section 8.76 of Yuba County Ordinance Code:

- (1) The County grants an exemption to section 8.76.030 – Hours, which limits camp utilization to daylight hours only in order to allow the Operator to set the times of Camp activity and occupancy.
- (2) The County also waives section 8.76.050(f) which prohibits overnight camping.
- (3) The County also waives the ban on any glass containers on the premises to allow appropriate food stuffs to be transported and utilized in the camp kitchen.
- (4) [For non-profit operators] The County also waives the usual fees for county services that are for the purpose of maintaining or additions to the camp and its facilities.

2 . TERM

The term of this Agreement shall continue in effect from the date hereinabove written for a period of five (5) years. County grants to Operator an option to renew this Agreement, subject to renegotiation as to the terms, conditions, and consideration, in increments of two (2) additional five-year periods. In the event the Operator desires to exercise the option to renew herein, it shall be automatically extended, unless there is a breach of this contract or by direction of the Board of Supervisors to not renew. Either party may notify the other in writing, by Certified or Registered mail, at least 90 days prior to the expiration of the term of their desire to amend or terminate the agreement.

3 . CONSIDERATION

- 1) The County hereby agrees to lease the camp property to the Operator free of rent [for non-profits] or for \$<><>/month [for commercial operators] with the understanding the Operator will operate the camp as a self-sustaining operation with the limited funding exceptions from the County and other sources noted in this agreement.
- 2) It is the intent of this agreement to make the camp available primarily for educational opportunities for the youth of our community; the Operator may, at their option, also rent the camp to other organizations in a manner so as not to interfere with this intent.

- 3) County hereby authorizes Operator to collect reasonable camp rental fees from any organization desiring admittance to the camp Property. Operator shall use fee receipts for operation and maintenance expenses as well as for improvements to property and as compensation for providing the services hereinabove described.
 - a) An agreement between the County and Applied Forest Management (AFM) allows AFM to harvest timber on the County's 4H Camp property when market conditions make it advantageous to both parties. The decision on when to harvest the timber lies with CHY Company and with the County's prior knowledge. Proceeds from the sale of harvested timber are placed in a 'Board Special' account and are earmarked only for capital improvement to the Camp. These funds are allocated by the Board of Supervisors.
 - b) Operator must obtain prior approval from Board of Supervisors for any long term leases/rentals (defined as 4 weeks or longer in length) that are not the Operator or the 4H organization or function.
 - c) If at any time receipts from camp rentals and/or usage fees exceed the operational expenses of the camp on an annual basis (operational profit), the funds shall be reinvested into the camp; either as operating expense or as capital investment for property development. In the case of a dramatic operational profit, in excess of \$25,000, both parties agree to recognize the efforts of the Operator to drive this profit and of the County as the property owner; and to share the profit with 70% to the Operator to use as they deem appropriate and 30% to the County General Fund.
- 4) The Operator and its management shall have full authority to operate, manage, and maintain the camp as they see appropriate within the parameters of this agreement.
 - a) Operator may contract the management and operation of the camp to an outside agency or organization only with the prior, express written approval of the Board of Supervisors.
- 5) Operator is free to seek and apply for any appropriate grant funding to support camp operation and/or camp programming without input / approval from the County so long as the grant terms do not encumber the County for potential payback of the funds.
- 6) Operator shall prepare a camp budget and operations plan for the upcoming year, an operational review for the prior year and share it with the Yuba County Board of Supervisors annually after the first of the year. Operator shall demonstrate management and financial ability to manage and operate the camp to the satisfaction of the Board of Supervisors in conjunction with this annual report.
 - a) Requests for utilization of timber harvest proceeds shall be made at this time. If an unanticipated need for use of the timber harvest proceeds occurs during the year, a request to the Board of Supervisor may be made at another time; the County's preference is that this request be made in conjunction with the annual report.
 - b) A bi-annual operational review will also be presented to the Board and coordinated between Operator and the County's Administrative Services department. The frequency of these presentations can be amended by Board direction.
- 7) The Operator will maintain in as good or better condition, excluding normal wear and tear all facilities in the park in the same conditions as they are on the date of this contract. The Operator agrees to consult with County before any major reconstruction or remodeling of established camp property, buildings, or other structures. The County shall remain sole owner of any capital improvements at the camp.
 - a) The Operator is free to use whichever contractors or services groups they wish to facilitate camp maintenance and upkeep under their established procurement rules and ordinances.

- b) Prior to construction of any new facilities or significant improvements on the camp property, Operator shall notify and seek the appropriate permission from the County Board of Supervisors or their designee. Operator shall also seek appropriate land use permit from the County Community Development Agency and shall also obtain any other permits required by any local, state or federal government, including but not limited to Yuba County Public Works Department, Yuba County Environmental Health Department, State Reclamation Board, Feather River Air Quality Management District, and California Department of Fish and Game. County fees shall be waived for all County permits and inspections (for non-profit operators).
- 8) Operator shall comply with established building codes as required for its location.
- 9) Operator is free to determine the programs it wishes to provide at the Camp.
- 10) As this property remains under the ownership of Yuba County and remains a County facility, the Yuba County Board of Supervisors shall name the County's Administrative Services Department as their liaison designee to act on their behalf to serve as a primary contact point for the Operator in regards to questions and/or requests of the Board for any camp related issue;
- a) Any interactions with the Board of Supervisors shall be coordinated with the Department of Administrative Services; and shall go to the Board jointly. If for any reason Administrative Services is not available, the County Administrator's Office will serve as the substitute.
 - b) This Liaison will coordinate with the Operator to conduct a bi-annual operational review of camp activity, progress, and utilization for presentation to the Board of Supervisors; as well as the annual budget review highlighted in Provision 6.
- 11) Operator shall maintain the property in such a way as to minimize any potential fire hazards including maintaining a plant / debris free perimeter space around every building,
- 12) Operator shall, prior to renting the camp to any third party shall obtain a proof of liability insurance per Section 5 - Insurance; which shall release both Operator and County from any liability for any personal injury or property damage which may occur while on the premises. Such release of liability form shall be approved by the Operator, the Yuba County Office of the County Counsel, and County Risk Management prior to allowing said party access to the camp property.
- 13) Operator shall develop policies and procedures for all camp users which shall include at a minimum:
- a) A requirement for the proper supervision of campers due to fire risk in the area.
 - b) Proper campfire procedures
 - c) Swimming pool rules
 - d) Overall safety procedures
- 14) All scheduling / reservations for camp will be managed and approved by the Operator.
- a) As part of this agreement, both parties agree to continue to allow the following three organizations will be assured they will have access to the camp on an ongoing basis:
 - i) The Yuba-Sutter 4H Organization will be allowed to use the camp for one week in June each year rent free, in exchange for providing volunteer labor on one or more work weekend(s) to be coordinated by the Operator. Other donations may also be

made from time to time and will be coordinated between the 4H Organization and the Operator.

- ii) The Tri-County Women's group will be allowed to continue to use the camp for one week in July each year.
- iii) The County will be allowed to use the camp for up to 4 days per year, to include at least 2 weekend days to be scheduled with prior approval of the Operator.
- b) All of these organizations may request subsequent / additional weeks to be coordinated with the Operator and to be paid at the appropriate rate established by the Operator.

15) Annual Camp operation requires the following;

- i) Well water shall be tested according to rules and regulations of Yuba County Environmental Health. Additionally, kitchen and living quarters shall be inspected by Environmental Health. Bedding and housing areas shall be disinfected annually or more often as needed.
- ii) Notification should be made to the California Department of Forestry fire tower at the beginning of the camping season that camp is open, and additionally when camp will be occupied and camp fires may be used.
- iii) Fire extinguishers shall be inspected annually, or as additionally required by law. Any repairs or replacements shall be made promptly by Operator.
- iv) Kitchen ansul/fire suppression system shall be inspected annually, or as additionally required by law. Any repairs or replacements shall be made promptly by Operator.
- v) The swimming pool must be tested and permitted at the beginning of the season by Yuba County Environmental Health. Throughout the swimming season the camp operator (Operator) is responsible for monitoring and testing pool water according the State and Local codes.
- vi) Operator will be responsible for disposal of any trash accumulated, and see that it is properly hauled away on a regular basis.
- vii) The County will assist the Operator with its knowledge of opening and closing procedures for annual camp operation at no cost to the Operator, for the first full year of operation by the Operator. The County shall provide written copies of its notes on opening and closing procedures, and vendors currently used.
- viii) All State & Local codes, laws and regulations that apply in any way to the operation of this camp must be followed. The Operator is responsible for understanding and following all such regulations. In those areas where Operator is exempt from laws, codes and regulations they will be permitted.

16) The County supports the concept of a caretaker on the property, but cannot provide a person nor provide any management of this person in any way.

4. UTILITIES

The Operator agree to install and maintain all utility connections and service at the property for regular camp operation. All utilities shall be kept current. Utilities shall be transferred to Operator within 30 days of the execution of this agreement.

5 . **INSURANCE** See Attachment "A" attached

6 . **IMPROVEMENTS AND ALTERATIONS**

Any improvements, modifications, attachments and appurtenances made to the premises by Operator shall become the sole and exclusive property of County on termination of this Agreement. Any alterations or improvements shall be done at the expense of the Operator and are permitted only with the prior written consent and approval by the County of plans and specifications submitted by Operator. No allowance or credit will be granted by County for Operator costs of improvements except by specific written agreement approved in advance. Any such agreement shall become a part of this Agreement.

Operator shall submit, prior to the commencement of construction of any improvement, fixture or appurtenance, a development plan, showing the location, type of construction and external appearance of said facility or facilities. The development plan shall be submitted to and approved by the Yuba County Board of Supervisors. All improvements shall conform to and comply with the development plan as approved.

7 . **MAINTENANCE**

Operator shall maintain all property situated on the camp property in a safe, clean and orderly manner, including any improvements made subsequent to the commencement of the Agreement. In addition, Operator shall surrender the premises in good and sanitary condition, excepting reasonable wear and tear.

8 . **REPAIRS**

Operator shall keep the camp property and improvements in a good state of repair, at Operator's expense. Major structural repairs or replacements shall be done by the Operator; however, County retains the right to approve major structural repairs or replacements prior to their construction or installation. Requests to use timber harvest moneys for this purpose will be presented to the Board of Supervisors and considered an appropriate request.

As stated under Consideration; item #6; there is capital funding available resulting from timber sales that may be used for capital improvement to the camp property. This funding is accessible through and by vote of the Yuba County Board of Supervisors. All improvements using this fund shall be the sole property of the County.

9 . **USE OF PREMISES**

The camp property shall be used, occupied and conducted exclusively as and for public educational purposes and/or recreational events. Operator agree not to use or permit the use of the premises in any illegal manner, and further agrees that it will not conduct any business in violation of Federal, State or County laws, rules or regulations or in such a manner as to interfere with use of the general premises by County, the public, or other occupants or to create a nuisance thereon.

10 . **INSPECTION**

County shall have the right to inspect the camp property at any reasonable time. In the event of fire or other imminent catastrophe, County or its agents shall have the right to force entry at any time.

1 1 . DEFAULT

If Operator fails or neglects to perform, meet or observe any of Operator' obligations under this Agreement and such failure or neglect continues for a period of thirty (30) days after written notice thereof, County may, at any time thereafter without further notice or demand, take any or several remedies to gain compliance up to and including termination of this agreement.

Operator shall not be held to have failed to comply with obligations imposed upon it by or under this Agreement if Operator has not complied with that obligation by reason of circumstances beyond its control (Force Majeure), such as fire, flood, explosion, accident, emergency, riot or war, or other major accidents or circumstances of a similar nature. Operator may temporarily interrupt for a reasonable amount of time the rendering of any service at the camp property when necessary to make repairs of facilities damaged by such circumstances.

An Event of Default under this Agreement shall include, but is not limited to, the following:

- (a) If Operator fails within thirty days after written notice to correct any breach or default of the other covenants, terms, or conditions of this Agreement;
- (b) If Operator vacates, abandons, or surrenders the camp property prior to the end of the Term.

1 2 . AGENCY, EMPLOYEE, OR REPRESENTATIVE RELATIONSHIP

The legal 'relationship' between the County and the Operator shall be governed by Yuba County Board of Supervisors Resolution dated June 30, 1966 and Resolution 1974-381. Both partially delineate the financial and employee relationship between the two entities. Further:

- (a) Operator shall determine the method, details and means of performing camp services to be provided by Operator as described in this Agreement.
- (b) Operator shall be responsible to the County for the requirements and results specified by this Agreement and shall not be subject to the County's control with respect to the means, method, physical actions or activities of Operator in fulfillment of the services to be provided by Operator.
- (c) Operator shall not have the authority, express or implied, to act on behalf of, bind or obligate the County or any of County's departments, agents, or employees in any way without the written consent of the County.

1 3 . POSSESSORY INTEREST

Parties to this Agreement recognize that certain rights to property may create a possessory interest as those words are used in the California Revenue and Taxation Code. For all purposes of compliance by County with the provisions of the California Revenue and Taxation Code, §107.6, this recital shall be deemed full compliance by the County of Yuba. Any exemptions from taxation shall be recognized by the County.

1 4 . ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assigned, either in whole or in part, nor shall use of the property or any portion thereof be assigned without prior written consent of County. Any attempted assignment in violation of this paragraph is void and may be considered a breach of this agreement. The use of a subcontractor or assignee shall not relieve Operator of any of its obligations under this Agreement and Operator shall be as responsible for the activities of any subcontractor or assignee as it is for its own activities.

1 5 . HOLD HARMLESS

Operator and County shall defend, indemnify, and hold harmless each other, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of the other party.

1 6 . CONDEMNATION

In the event of the taking of either the whole or part of the camp property by any public authority or entity under eminent domain, or similar statutes, the County, at County's election, may terminate this Agreement forthwith, and Operator shall have no right to participate in any of the compensation generated by said eminent domain proceedings.

1 7 . TERMINATION

Should the County, in its sole discretion determine that Operator has failed, refused or neglected to perform any of the terms and conditions of this Agreement, the County, after thirty (30) days written notice as hereinafter provided, may take possession of the camp property without process of law and remove the property of Operator. If during the 30 day period, the Operator makes a good faith effort to resolve the cause for potential termination, or if weather or unusual conditions prevent performance of said conditions, an extension of time may be granted.

If either party desires to terminate this agreement without cause, each party must be notified in writing 180 days prior to termination of agreement.

1 8 . NON-DISCRIMINATION

Throughout the duration of this Agreement, Operator shall not unlawfully discriminate against any employee of the Operator or of the County or applicant for employment or for services or any member of the public because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. Operator shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination.

Operator shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Operator shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to

said Act. Operator shall give written notice of its obligations under this clause in any labor agreement. Operator shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

1 9 . REHABILITATION ACT OF 1973 / AMERICANS WITH DISABILITIES ACT OF 1990

In addition to application of the non-discrimination provision of this Agreement, above, Operator agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees, members of the public, or recipients of services.

2 0 . WAIVER

A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

2 1 . COMPLETENESS OF INSTRUMENT

This Agreement constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

2 2 . SUPERSEDES PRIOR AGREEMENTS

It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

2 3 . MODIFICATION

No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

2 4 . OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement; and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

2 5 . PARTIAL INVALIDITY

If any term, covenant, phrase, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or

provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

2 6 . JURISDICTION

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

2 7 . CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

2 8 . AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

2 9 . CONFLICT OF INTEREST

Neither an employee of County whose position with the County enables such employee to influence the award of this Agreement or any competing agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by Operator herein, or have any other direct or indirect financial interest in this Agreement.

3 0 . NOTICES

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "County":

Director Administrative Services Department
County of Yuba
Suite 119
915 Eighth Street
Marysville, California 95901

With a copy to:
County Counsel
County of Yuba
Suite 111
915 Eighth Street
Marysville, CA 95901

If to "Operator":

Name
Organization
Street address
<<>>, California 00000

3 1 . NO PRESUMPTIVE CONSTRUCTION

The parties acknowledge that this Agreement is the product of negotiation and no inference is to be drawn in favor of or against any party regarding any patent or latent ambiguity or for any other reason whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this date

_____, 2013

COUNTY OF YUBA

CONTRACTOR

By: _____

By: _____

Chairman, Board of Supervisors

Name
Title

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO RISK
by RISK MANAGER

APPROVED AS TO FORM
by COUNTY COUNSEL

Martha K. Wilson
Director, HR / Risk Management

Angil Morris-Jones
County Counsel