

**OPERATIONS AND MAINTENANCE AGREEMENT FOR  
STOCKTON MUNICIPAL FAMILY CAMP AT SILVER LAKE**

**This Stockton Municipal Family Camp at Silver Lake Agreement**

("Agreement") is made by and between The City of Stockton, a municipal corporation of the State of California, ("City") and **the Silver Lake Campers Association, Inc.** ("Operator"), a California non-profit 501 (c) (3) Public Benefit Corporation, duly organized and recognized by the State of California. The date of execution of this Agreement is December 22, 2015 City and Operator may be referred to collectively as "Parties" or in the singular as "Party" as the context requires. City desires to engage Operator, and the Operator desires to accept such engagement to promote, operate, and manage the Facility on behalf of the City, on the terms and conditions set forth herein. City will work cooperatively with the Operator in order to ensure the use and enjoyment of the facility as contemplated pursuant to this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained the parties hereby agree as follows:

**1. TERM AND TERMINATION**

1.1 Term of Agreement. The term of this Agreement shall be for a period of five (5) years beginning on January 1 2016 "Effective Date" and ending on December 31, 2020. Upon the mutual written consent of the Operator and the Director of Community Services, this Agreement may be renewed for two additional one year terms. If the Operator shall for any reason hold over beyond such term with the consent, expressed or implied, of City, such holding over shall be from month-to-month only, subject to the terms and conditions of this Agreement, but shall not be a renewal thereof, and the consideration to be paid at the rates prevailing under the terms of this Agreement.

1.2 Mutual Options of Agreement. The parties agree that the Agreement shall have two additional one-year mutual options. No later than June 30 (prior to the expiration of the initial term of this Agreement), Operator shall provide a letter of intent to enter into the mutual option Year 1, and include any potential request of financial assistance from City for that option; or shall advise City in writing that Operator intends to terminate its services at the expiration of the initial term of this Agreement. If the Agreement term is extended for Year-One mutual option, no later than June 30, 2021, Operator shall provide a letter of intent to enter into the mutual option Year 2, and include any potential request for financial assistance from City for that option, or shall advise City in writing that Operator intends to terminate its services at the expiration of

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the Mutual Option Year 1. If no such notice is received by Operator, the parties agree that this Agreement shall terminate on the last day of the initial term of agreement.

1.3 Termination of Agreement. Notwithstanding the term of Agreement and extension options above, this Agreement may be terminated without cause in the sole discretion of either party by giving at least two months (60 days) prior written notice to the other party of election to terminate this Agreement. The Director of Community Services is hereby authorized to give written termination on behalf of the City.

1.4 Vacation of Premises. Operator agrees to vacate the Facility at the termination of this Agreement and failing to vacate as herein provided, agrees that City or its authorized agents, may enter upon the premises and remove all personal property and Operator improvements therefrom. In this event, Operator waives any and all claims for damages against City, its agents or employees. Nothing herein shall be deemed a waiver of rights of City to demand and obtain possession of the premises in accordance with the law in the event of a violation of Operator's part of any of the terms or conditions hereof.

## 2. DEFINITIONS

In addition to capitalized terms defined elsewhere in this Agreement, the following terms have the meanings referred to in this Section:

2.1 "Agreement" means this operations, maintenance, and management agreement.

2.2 "Authorized Representative" means the person named by either party to be its authorized representative under this Agreement who shall be the liaison for such part with the other party on all matters related to this Agreement.

2.3 "Calendar" means the annual (seasonal) calendar with contains activities and events held and/or booked at the facility. This document shall be published seasonally and updated at the end of the season. On an annual basis, the City shall receive a final summary and detailed listing of all events at the Facility.

2.4 "Capital Improvements" means any and all furniture, fixtures, machinery, equipment, either additional or replacement, having a per item original cost of \$5,000 or more and all building additions, alterations, renovations, repairs or improvements with a useful life of more than one year.

2.5 "City" means the City of Stockton, CA

2.6 "Concessions" means the business of selling food, merchandise, and beverages to patrons of the Facility.

2.7 "Director of Community Services" means the Director of Community Services of the City of Stockton, CA, or the Director's designee.

2.8 "Event(s)" means all revenue or non-revenue producing activities and rentals, including sports, entertainment, civic, and other activities conducted at the Facility.

2.9 "Facility" means the footprint of the 14 acre facility under Special Use Permit with US Forest Service, including all improvements.

2.10 "Facility Use Agreements" or "rental Agreement" means the rental agreement Operator prepares to be entered into by users of the facility.

2.11 "Facility Improvements" or "Improvements" means the cabins, manager's lodge, bathhouse, kitchen, dining lodge, museum, and related water system, related waste water system, and access roads, the general grounds, and any additions thereto, and any adjacent land and/or structures temporarily used in connection with the Facility activities.

2.12 "Fiscal Year" means a one-year period beginning July 1 and ending June 30.

2.13 "Forest Service" means the U.S. Department of Agriculture Forest Service and authorized officer or subordinate officer with delegated authority.

2.14 "Laws" means all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions.

2.15 "Operating Expenses" means any and all expenses and expenditures of whatever kind or nature incurred by Operator directly or indirectly in promotion, operating, maintaining, and managing the facilities without limitation.

2.16 "Operating Plan" means a Plan completed by Operator presented for the City's review and the Forest Service final review and approval according to terms of Special Use Permit.

2.17 "Operating Revenue" means any and all revenues of every kind or nature derived by Operator directly or indirectly, from operating, management, promoting the Facility. Operating Revenue may include: fees, sales, rental costs, merchandise, food, donations, and sponsorships.

2.18 "Parties" means Silver Lake Campers' Operator and City of Stockton.

2.19 "Security Plan" means the security plan to be written and updated by Operator as a component of the requirements by US Forest Service and California Health and Safety Code relating to Organized Camps, Division 13, Part 2.3, Camps.

2.20 "Special Use Permit" means the occupancy permit authorized by the US Department of Agriculture Forest Service titled "Special Use Permit" authorizing the City of Stockton to operate and maintain the Stockton Municipal Family Camp, an Organization Camp.

### **3. FACILITY DESCRIPTION AND PURPOSE**

3.1 Facility Operator. Except as provided herein, Operator is granted the right to operate and maintain, on behalf of the City, the City controlled, permitted use of Stockton Municipal Family Camp at Silver Lake and related improvements ("Facility") located in the El Dorado National Forest permit area ( the "permit area": Sec. 17, T.9N., R.17E., MT DIABLO MERIDIAN) in Amador County for which the City holds a Special Use Permit ("Special Use Permit") with the US Department of Agriculture, Forest Service ("Forest Service").

3.2 Special Use Permit with US Department of Agriculture, Forest Services. The Facility is subject of a Special Use Permit and means any version of the Special Use Permit in effect during the term of this Agreement. The Current Special Use Permit, the 2016 draft Special Use Permit, and the Final 2016 Use Permit and any other amended Special Use Permits are represented by this term collectively. The draft 2016 Special Use Permit is attached as Exhibit 2 and will be updated when attested by the US Forest Service. Any updated or amended Special Use Permit and related terms of conditions are incorporated into this reference, upon execution by US Forest Service and delivery to Operator. By signing this Agreement, Operator specifically acknowledges that pursuant to the Special Use Permit, the Operator is aware of the current and any proposed special permit terms and conditions.

3.3 History of Facility. Since 1925, the City has been operating the Facility which consists of 14 acres of rustic camp setting with 52 cabins, manager's lodge, bathhouse, kitchen, dining lodge, museum, and related water system, access roads, waterfront area, and outdoor chapel. This property is located at in the El Dorado National Forest in Amador County (Exhibit 1: Location and Existing Condition Plan and Maps) which is approximately 100 miles from Stockton along Highway 88, adjacent to Plasse's Resort.

3.4 History of Operator at Facility. The Operator has worked diligently to support the Facility for more than 50 years; and has operated the Facility on behalf of the City for six (6) years.

3.5 Condition of New Permit. The US Department of Agriculture, Forest Service requests a new Agreement with the Operator be executed before the Use Permit renewal would be contemplated by the Forest Service.

3.6 Goals of City at Facility. The City desires to maintain this recreational facility with measurable programming goals and objectives, as an opportunity for Stockton citizens to enjoy camping in the El Dorado National Forest. The City's mission at the Facility is to improve the quality of life and appreciation of the natural resources, while providing recreational opportunities which strengthen families and community.

3.7 Goals of Operator. The Operator has a broad volunteer base and the capacity to fund raise and promote the camp. Operator desires to operate and maintain the Facility for approximately 12 weeks per year. The Operator will receive all revenues from reservations, concessions, catering, canteen, food sales, and advertising. Operator and will pay all fees, charges, permits, fines and expenditures related to facility operations and maintenance.

3.8 Prohibited Activities. As Facility is subject to a Special Use Permit with the Forest Service, this Agreement must abide by rules set by US Forest Service as well as Federal and State Requirements for Organized Camps.

3.9 Use of City Property. Operator shall not use Facility, Improvements (including equipment, instruments and supplies) or City personnel for any purpose other than the performance of the obligations under this Agreement.

#### **4. COMPENSATION**

4.1 Initial Term Compensation. City will pay Operator (upon invoice in June for July payment) in annual installments for the management, maintenance, and operation of the Facility for seasons in which the Camp operates as follows:

Year 1: (1-1-2016 through 12-31-2016)	\$ 10,000
Year 2: (1-1-2017 through 12-31-2017)	\$ 10,000
Year 3: (1-1-2018 through 12-31-2018)	\$ 10,000
Year 4: (1-1-2019 through 12-31-2019)	\$ 10,000
Year 5: (1-1-2020 through 12-31-2020)	\$ 10,000

4.2 Mutual Option Compensation. Should the option for two (2) additional one year periods be exercised, the sum of compensation will be negotiated at that time. It is the intent of Operator to reduce or eliminate any City subsidy after five years of operation.

4.3 Termination without Penalty. Funding under this Agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are not appropriated for a portion of the fiscal year, funding of this Agreement will terminate without penalty, at the end of term for which funds are appropriated. If funds are not appropriated, Operator will be notified of related City Council action.

4.3 Annual Use of Oak Park Senior Center. City will allow Operator to use the Oak Park Senior Center Social Hall or comparable location for reservation (as available) for one special fundraiser or membership dinner per year of term. This agreement will provide a facility rental for up to four hours without charge. Staffing, insurance, security requirements and related charges may apply as appropriate and are not waived by this agreement.

4.4 Facility Revenue. Operator shall receive 100% of proceeds from all Operator related income producing activities and Events associated with Facility, including but not limited to the following: rental fees, concessions, fund raising, etc. Operator shall report 100% of income related to Facility pursuant to the terms and conditions of the US Forest Service Special Use Permit requirements for revenue reporting per Section 20

## **5. MANAGEMENT, OPERATION AND STAFFING OF FACILITY**

5.1 Management Responsibilities. Operator owes to City the duty to perform its obligations under this Agreement and to conduct the management, operation, and maintenance of the Facilities at all times with integrity and good faith consistent with the well-being of the greater Stockton Community in a manner consistent with industry practices and all applicable laws, permits, and requirements. Operator shall follow policies and guidelines established by the City that are applicable to the operation and maintenance of the Facility. Operator shall not enter into any material contracts which extend beyond the term of this Agreement and any extensions thereto. Operator will be responsible and comply with the terms and conditions of the Special Use Permit and State Law governing Organized Camps; operating the camp with a full understanding of the standards and guidelines as well as compliance with laws, regulations and other legal requirements that apply to operations in the permit area and related operations.

5.2 Booking and Scheduling. Operator is responsible for marketing, booking, and scheduling all events and activities held at the Facility. All activities, booking, and scheduled events shall be included in the annual calendar.

5.3 Non Discrimination. In performing services under this Agreement, Operator shall not discriminate in the employment of Operator employees or in the engagement of any contractors or subcontractors on the basis of race, color, religion, sex, marital status, national origin, ancestry, age or any other criteria prohibited by law.

5.4 New Hire, Recruitment, and Staffing Guidelines. Operator shall hire, supervise, and manage all personnel (paid or volunteer) necessary for the management, operation, and maintenance of Facility and shall comply with City's administrative directive with respect to fingerprinting Operator employees and volunteers. Specifically, per California Health and Safety Code Division 13, Part 2.3, Camps (Section 30751 General and Safety Supervision), no personnel paid or volunteer necessary for the management, operation, and maintenance of the Facility shall have direct unsupervised contact with campers without first obtaining a satisfactory criminal record check. Any individual who has been convicted of certain criminal offenses as set forth below, is not eligible to work or volunteer under this Agreement.

Operator shall comply with the relevant portions of City's Administrative Directive HR-40 (which is attached as Exhibit 5 and incorporated by this reference) regarding who must be fingerprinted and what offenses or disqualifiers will prohibit an individual from working at facility. Operator employees and volunteers, if applicable, are required to submit fingerprints in a manner authorized by the State of California Department of Justice. Operator and all applicable employees/volunteers shall submit fingerprints prior to start of work. Operator is responsible for all costs of fingerprinting and background check. Any individual who has been convicted of certain criminal offenses (disqualifiers) is not eligible to work at Facility. The disqualifying criminal convictions are as follows: Any of those offenses identified in Public Resources Code, Section 5164 except for Penal Code Sections 211, 215, 236,240, provided, however, that any individual who has been convicted of violating Penal Code, Section 211, 215,236, or 240 may, in the sole discretion of the Operator or the City, nevertheless be ineligible to work or volunteer at the Facility under this Agreement.

In addition, if any of The Operator's employee(s)/volunteer(s) assigned is/are subsequently found to have a disqualifying conviction, that/those individuals shall be immediately removed from the Facility and shall not be allowed to perform any further work under this Agreement. If the Operator is subsequently found to have a disqualifying conviction, the contract may be immediately terminated by City. The Operator shall certify in writing to City before the first day of each season of operation that neither the Operator nor any of Operator's employees have been convicted of any of the offenses specified in California Public Resources Code section 5164 or City of Stockton Administrative Directive HR-40.

Prior to the first camping session of each year of term, Operator shall confirm in writing to City that Operator employees/volunteers have been fingerprinted prior to first day of work at Camp and not convicted of any of the offenses specific in California Public Resources Code section 5164 or City of Stockton Administrative Directive HR-40.

5.5 Relationship of Parties. Nothing contained in this Agreement shall be interpreted or understood by any of the parties, or by any third person, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between City and Operator or its agents, employees, or contractors. Nothing herein contained is intended to be construed as creating or establishing a relationship of partners, or a joint venture between Operator or City. Operator shall not be considered a tenant, and shall gain no right to occupy facilities as a tenant or any other property right or interest in the Facility by virtue of this Agreement. Neither Operator, its principal nor any Operator employee is an employee of City and none are entitled to any of the rights, benefits, or privileges of City employees, including but not limited to medical, unemployment, or worker's compensation. Except as City may specify in writing, Operator shall have no authority to act as an agent of City or bind City to any obligation. Nothing in this Agreement, either express or implied, is intended to confer upon any person or entity, other than City and Operator and their respective officers, directors, employees, and agents providing services under this Agreement any rights, remedies, obligations or liabilities or by reason of this Agreement.

5.6 Control. Neither City nor its officers, agents, or employees and/or volunteers shall have sufficient control over the conduct of Operator or any of Operator's employees, except as herein set forth; and Operator expressly agrees not to represent that Operator or any of Operator's agents, servants, or employees, to be deemed the agents, servants, or employees of City

5.7 No Third Party Beneficiaries. No person or entity, other than Operator shall be deemed to be a third party beneficiary hereof, or a third party to the Special Use Permit.

5.8 Operating Plan (Annual). The purpose of this Operating Plan is to ensure Facility is used to its full potential and achieve the City's goal to serve the needs of the Community which meeting the requirements identified in the Special Use Permit, Article III Operations, Section C. Operating Plan. The Annual Operating Plan shall be received during Camp opening tour each year. At a minimum, the Plan shall include all policies and procedures which protect public health and safety which may include an updated report on all management policies in place, a calendar of activities, listed hours of operation, a listing of activities, classes, special events, community outreach programs, facility rentals, and other opportunities; identified goals, measurable objectives, program and seasonal utilization; a security plan, and an update to the inventory list as appropriate.

## **6 PROMOTION OF FACILITY AND FACILITY ACTIVITIES**

### **6.1 Cooperative Promotion**

City and Operator will actively cooperate to promote the Facility and related educational and recreational programs, events, and activities. City will provide marketing assistance and information through City resources. City will communicate marketing deadlines and opportunities through City publications and social media.

6.2 Use of Logos. City may use Operator logo when advancing the purposes of this Agreement with prior approval of each use by Operator. Operator may use City logos on flyers and marketing items in addition to Operator logo with prior approval of each use by the City Public Information Officer.

## **7. FACILITY PROGRAMMING AND ACTIVITIES**

7.1 Programming and Set Hours of Operation. Operator shall set and maintain a programming schedule and when Facility is open. Hours and Season Calendar shall be reviewed during Camp tours and reported in the Annual Report as requested by US Forest Service.

7.2 Reporting of Annual Goals and Objectives. Operator will turn in an annual reporting of goals, activities, and key performance measures quarterly, in a manner mutually agreeable to both parties.

7.3 Camp Tours and Meetings. City Staff (risk management, public works, recreation staff) shall visit the camp at both camp start up (May or June) and camp shut down (August or September) as mutually agreed upon. Operator and City also agree to meet regularly to discuss issues of Facility operations, Special Use Permit requirements, and maintenance. Depending on any issues identified in the meetings, additional meetings or staff may be schedule as necessary during the term of this Agreement.

7.4 Notice of Cancellation of Facility Hours. If Operator must shut down Facility during regularly scheduled camping season, Operator must notify the City of Stockton Community Services Director within 48 hours of closure

## **8. AGREEMENT AUTHORITY AND RESPONSIBILITIES**

8.1 Utilities. Operator is responsible for the payment of all utilities (inclusive of gas, propane, electric, water, sewage, waste water delivery and discharge fees, charges, inspections, reports, communication, and related requirements). Operator is responsible for payment of all consultant charges, reports, inspections, fees,

service charges, and other requirements related to the use permits, licenses, and permit requirements. See Exhibit 4 for list for Operational Plan and related activities.

8.2 Concessions / Catering / Canteen / Food Service. Operator is granted the exclusive right to sell food and merchandise at the facility at the sole cost and expense of the Operator. Operator shall retain all revenue from these activities. Should any sponsorship agreements with beverage or food service companies, including sales clauses be considered, City and Operator will meet and confer prior to the execution of any agreement for the purposes of getting approval from the Director of Community Services. Operator shall provide copies of all related concession licenses for City review before Camp Season starts. It shall be the sole responsibility of Operator to ensure that all food and beverage products sold by Operator or its concessionaire(s) shall conform to all applicable federal, state and local laws, including the California Health and Safety Code, and other requirements. Operator is responsible to timely report and pay all sales tax.

8.3 Possessory Interest. Operator recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that if such an interest is created, Operator shall be solely liable and responsible for the payment of any such property taxes levied.

8.4 Maintenance and Janitorial Responsibilities. In addition, Operator shall be responsible for the maintenance and housekeeping of the facility and all adjacent areas, keeping them in a safe, clean, wholesome, and good condition, and sanitary condition. Operator shall ensure that at all times during the term of this Agreement that Facility shall be kept free of trash, garbage, and obstructions of any kind. And ensure that all trash resulting from cleaning shall be placed in appropriate containers. Operator shall be responsible for all cost and expense of all maintenance and repair for landscape, buildings, fencing, gates, janitorial, plumbing, electrical, mechanical systems, sewer, septic, water delivery, and water source. Operator agrees City has no responsibility for any repairs, maintenance, or work to the Facility including but not limited to repairs to any building, fixtures, equipment, plumbing, electrical or mechanical systems, landscaping, or roadways. Operator shall notify City of any major repairs or improvements to the Facility.

8.5 Opening and Closing of Camp. Operator shall be responsible for properly opening and closing the Facility. The Operator may hire or contract with any company to perform the opening and closing and related facility maintenance related to Camp. All costs associated with opening and closing the Camp are the sole responsibility of the Operator. Connection, activation and permitting for seasonal use of all utilities, permits, fees, and organizational activities are the responsibility of the Operator.

8.6 Debt Liability Disclaimer. City will not be liable for any debts or claims that arise from the obligations of the Operator.

8.7 Facility Use Agreements. Operator shall be responsible for entering into Facility Use Agreements with all renters and users of the facility for camp activities. Operator shall be responsible for developing the form of each Agreement and complying with all requirements established by City Risk Services and contract compliance requirements for users of the Facility.

8.8 Laws, Permits, Regulatory Requirements. Operator shall its sole expense, obtain and maintain in full force and effect throughout the Term of the Agreement and any extensions thereto, any and all permits, fees for use, regulatory requirements and licenses (including Business Licenses) which may be required by administrative directive, law or ordinance to operate the Facility as contemplated under this Agreement. Operator shall at its sole expense, obtain and maintain in full force and effect throughout the Term of the Agreement and any extensions thereto, any local, state, or federal special requirements or terms or conditions set forth by the Special Use Permit or activities required to support the Special Use Permit. Operator shall conform to and enforce all rules and regulations now and hereafter adopted by City, Amador County, State of California, and US Forest Service for the use and control of the Facility. This includes all local and state requirements for water, waste water, sewage, and septic testing, use, and reporting. Operator shall furnish copies of all tests and reports to the City, a list which is included and incorporated by this reference as Exhibit 4 which may be updated from time to time as permits and regulations change. Operator will be responsible to pay all fines and fees and charges associated with these reports and testing, including late fees or regulatory fines.

8.9 User Compliance. All users of the Facility shall be required to adhere to City, Operator, and the Special Use Permit terms and conditions, procedures, rules, and regulations now and hereafter adopted by City for use and control of the Facility. Operator shall have sole responsibility for enforcing all applicable rules and regulations and will be responsible for asking those individuals who are in violation of the rules to leave the premises.

## **9. FACILITY CONDITION AND IMPROVEMENTS**

9.1 Acceptance of Condition of Facility. Operator accepts the Facility and all equipment provided by the City hereunder in their present 'as is' condition, without warranty by City or any duty or obligation on the part of the City to maintain the facility other than set forth herein. At the end of the term of this Agreement or its earlier termination, Operator will surrender to the City the Facility in the same condition as when received, less reasonable use and wear and tear, damage caused by an act of God or by the elements excepted. Operator shall remove any and all equipment and personal property of the Operator, except, however, the City may approve, in writing, any

deviation from this requirement. If Operator fails to remove its property after notice by City, Operator agrees that City may remove said property and bill the cost of removal and/or storage, if necessary, to Operator, who agrees to be responsible for such costs.

9.2 Safe and Sanitary Conditions. Operator shall be responsible for the safe and sanitary conditions of their use of the Facility and shall remedy without delay any defective, dangerous, or unsanitary conditions therein. Operator will meet the conditions of the Special Use Permit operations requirements (Article III, Section B. Condition of Operations) as defined by the Authorized Representative from the US Forest Service. Operator will meet the conditions of California Health and Safety Code Division 13, Part 2.3 Camps and related state, and local requirements. Facility shall be kept in compliance with any and all applicable present and future laws relating to sanitation, public health, safety, or welfare or any general rules and regulations of any governmental authority in force now, or at any time, during the term of this Agreement.

9.3 City Ownership. City shall retain ownership of Facility Improvements. Operator shall not be considered a tenant, and shall gain no right to occupy facilities as a tenant or any other property right or interest in the facilities by virtue of this Agreement.

9.4 Operator Alterations and Improvements. Operator may propose or make recommendations to the Director of Community Services with respect to proposed additions or repairs to structures, or improvements to the facility to increase facility usage and service to the community. Improvements must be in compliance with Special Permit requirements (Article II. Improvements).

9.5 Capital Improvement Plans. Operator may submit a 1, 5, and 10 year Capital Improvement Plan for City review and consideration which details cost and revenue source for each improvement. The one (1) year Capital Improvement Plan requests will be received by September 1, 2015 for the following fiscal year consideration.

9.6 Operator Proposed Improvements. No Operator proposed improvements, temporary alterations, expansions, or changes may be made to the facility without prior written approval by the City and must follow any regulatory requirements and obtain any necessary approvals and permits with local, state and federal authorities according to the terms and conditions of the Use Permit. Operator will be responsible to coordinate all required approvals, inspections, clearances, certificates, permits, etc. related to improvements. Any such improvements shall be at Operator's sole cost and expense, Title to such fixed improvements shall vest in City upon expiration or termination of this Agreement unless other agreements are made in writing.

9.7 Prevailing Wage. In the performance of work to be repaired or constructed on Site, without limitation of any other provision of this Agreement, if City funds are used to make improvements or repairs, Operator shall pay or cause to be paid, prevailing wages for all work under this Agreement, if any. Further information regarding prevailing wage that may apply to this Agreement may be obtained from the City's Legal Department. The general prevailing wage rates for each craft, classification or type of workman are on file at City Hall, City of Stockton at 425 N. El Dorado Street, Stockton, CA. Any questions on specific crafts and prevailing wage can be provided by the Department of Industrial Relations.

9.8 Emergency Contacts. Operator will provide City with emergency phone numbers of key staff and Board Members. Operator shall ensure that City representatives have the ability to communicate with said persons twenty-four hours a day when emergency conditions occur.

9.9 Non Urgent and Emergency Maintenance. It is the responsibility of Operator to perform temporary, responsible and necessary repairs or actions to mitigate damage to the facility and or preserve the safety of guests until they can be removed from the premises. It shall be the responsibility of Operator to notify the Director of Community Services immediately of any urgent or emergency maintenance required, as provided by the City, to avoid harm to the interior and or exterior of the building, its contents, or other persons

9.10 Signage. Operator agrees to submit all proposed signage, and or sponsorships to the City for review and approval. City maintains the sole right to deny logos, pictures, or other signage that fails to comply with existing City policies.

9.11 Security. Operator shall be responsible for determining the security needs of the Facility, arrange for security for all events at the Camp. Each year, Operator will update a written security plan. The security plan shall include both emergency and non-emergency procedures and protocols to be followed by Operator and or any contractor or Facility user. This Agreement shall be approved by US Forest Service and be in compliance with California Health and Safety Code Division 13, Part 2.3 Camps.

9.12 Right of Entry, Keys, and Security Codes. Installation of locks and keys will be the responsibility of the Operator. Operator shall furnish a key and alarm code (if alarmed) to Community Services Director. City shall maintain right to enter to inspect or repair the facility with reasonable notice unless emergency. Upon termination of Agreement, Operator shall surrender all sets of keys to the Facility and any Facility Improvements, to City.

9.13 Compatible Use. Operator agrees not to make use of Facility and property in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Facility as it is intended and according to the terms and conditions of the Use Permit.

## 10. INDEMNITY AND INSURANCE

10.1 Indemnity. With the exception that this section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California, Consultant shall indemnify and hold harmless City, its Mayor, Council, officials, and employees from and against any and all claims and causes of action which result in liabilities, judgments, awards, losses, damages, expenses, and costs (including reasonable attorneys' fees, expert and consultant fees, and other expenses of litigation) including, but not limited to, death or injury to persons, or damage to property, which arise out of any violation of federal, state, or municipal law or ordinance, to the extent damages are caused by the Consultant's negligent services provided under this Agreement, or are in any way caused by the negligent performance of work by the Consultant or Consultant's officers, agents, employees, or subconsultants. Consultant shall not be obligated to indemnify or defend City for claims finally determined by a court of law or arbitrator to arise from the negligence or willful misconduct of the City. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of Consultant to City, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by Consultant under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With the exception that this section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, Consultant shall indemnify, defend, and hold harmless City, its Mayor, Council, officials, representatives, and employees from and against claims, losses, expenses, and costs including, but not limited to, reasonable attorneys' fees, arising out of any claim brought against the City by an employee of Consultant, regardless of whether such claim may be covered by any applicable workers compensation insurance. Consultant's indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workers' compensation acts, disability acts, or other employee benefit acts.

10.2 Tender of Claims. Pursuant to the obligation created by Indemnity clause above, Operator shall accept tender of any third party claim submitted to it by City as a result of Operator's obligation herein within 30 days of such tender.

10.3 Insurance Requirements. Operator must obtain and shall maintain in force at all times during the duration and performance of this Agreement, the policies of insurance specified in Exhibit 3, and specifically identify activities associated with running a Organized Camp, Exhibit 3 is attached hereto and incorporated by this reference. For purposes of Exhibit 3, the word "Operator" shall mean this Operator. Insurance shall incorporate the Association use of volunteers if volunteers are used at the camp.

10.4 Use of Contractors/Subcontractors by Operator. If the Operator uses Contractors or Subcontractors for this Facility or Agreement, the Contractor/Subcontractor agrees to be bound to the Operator and City in the same manner and to the same extent as Operator is bound to the City under this Agreement, including indemnity and Insurance requirements, with any Subcontractor to the extent they apply to the scope of the Sub-contractor's work. A copy of this Agreement and Indemnity and Insurance provisions will be furnished to the Contractor and Subcontractor upon request.

10.5 Use of Volunteers. If the Operator uses volunteers at this facility, the volunteers will be fingerprinted before the first day of work at the Camp if they provide direct unsupervised contact with minors (in compliance with City policy and State law). Volunteers will sign an indemnity and hold harmless agreement which is in a form to be established and mutually agreed upon by SLCA and City.

## **11. ASSIGNMENT**

Operator may not assign, transfer, or otherwise alienate its rights and obligations pursuant to this Agreement, without written consent of the Director of Community Services.

## **12. RESERVED RIGHTS**

During the term of this Agreement, there shall be and is hereby expressed reserved to City and its agencies, contractors, agents, employees, representatives, or licensees, the right to use the Facility and Property for any and all purposes which will not unreasonably interfere with Operator's enjoyment of its rights under this Agreement. City reserves the right to make use of the property for such proposes as it may deem necessary or appropriate, if, and whenever in the interest of its service to customers or the public, it shall be appear necessary or desirable to do so. City further reserves the right at any and all reasonable times, to temporarily enter upon said premises for inspection or other lawful City purposes.

### 13 NOTICES

All written notices and communication required to be given under the provisions of this Agreement shall be delivered personally, or mailed and addressed as follows:

To City: Director of Community Services  
City of Stockton  
605 N. El Dorado Street  
Stockton, CA 95219

Phone (209) 937-8257

To: Silver Lake Camper's Association  
Ron Felton, Director  
PO Box 60451  
Stockton, CA 95269-0451

Phone (209) 227-0082

### 14 WAIVER

Any waiver by City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by City to take action on any breach or default of Operator or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Operator to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by City to any act or omission by Operator shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for City's written consent to future waivers.

### 15 APPLICABLE LAW, RESOLUTIONS, DISPUTES, FORUM, ATTORNEY'S FEES.

California law shall govern any legal action pursuant to this Agreement with venue in the applicable state court or forum for San Joaquin County, Stockton Division and for federal claims in the federal district court for California, Northern District, Sacramento Division. The prevailing party in any action brought to enforce or construe the terms of this Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.

## **16. SEVERABILITY**

The provisions of this Agreement are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

## **17. INTEGRATION AND MODIFICATION**

This Agreement represents the entire integrated agreement between Operator and City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by written instrument signed by Operator and Community Services Director. All Exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached Exhibits, the terms of this Agreement shall prevail.

## **18. TITLE AND PARTS OF SUBSECTION**

The Title of parts and sections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or intent.

## **19. LANGUAGE CONSTRUCTION**

The Language of each and all paragraphs, terms and/or provisions of this Agreement, shall, in all cases and for any and all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity any status of any person

## **20. RECORDS, AUDITS, REPORTS**

Operator shall keep true and correct records of all gross receipts operating revenue and expenditures and submit an annual report to the City by May 1 of each year of term. The Operator shall follow generally accepted accounting principles or another cash basis of accounting in recording financial transactions. Records shall include all items reasonably necessary to verify Operator's annual Profit and Loss Statement. All records shall be kept for not less than five (5) years after delivery of required annual report. The City and the US Forest Service shall have the right, at reasonable time and from time to time after giving reasonable notice, to do any of the following: audit records, cause an audit at Operator's expense, make abstracts from records, copy records, and examine all permits and licenses.

## **21. CONDEMNATION**

If the whole or any substantial part of the Facility shall be taken by any paramount public authority under the power of eminent domain, then this Agreement shall be terminated as to such Facilities from the day when the possession of that part shall be taken for said public purpose. All damages awarded for this taking shall belong to and be property of City, and all agreements pertaining to that sale including without limitation all related agreements. However, City shall not be entitled to any portion of the award made for loss of business installation or improvements belonging to Operator, if any.

## **22. DISCRETION OF THE CITY**

City's execution of this Agreement in no way limits the discretion of City in the permit and approval process in connection with any improvements by Operator.

## **23. ENTIRE AGREEMENT**

This Agreement and any Exhibits attached hereto constitute the sole and entire agreement of the parties hereto with respect to the matters herein and correctly sets for the rights, duties, and obligations of each to the other as of the date first written above. There are no other Agreements or understandings, written or oral, between the parties regarding this Agreement other than those set forth herein. All prior or contemporaneous negotiations, Agreements and understandings, oral, written, are revoked, cancelled, and rescinded, and are all merged herein and superseded hereby.

## **24. AUTHORITY OF PARTIES**

Each individual executing this Agreement on behalf of the respective Parties represents and warrants that he/she is duly authorized to execute this Agreement on behalf of the respective Parties.

## **25. NON LIABILITY OF CITY**

No member, official, employee or agent of City shall be personally liable to Operator in the event of any default or breach by City or for any amount which may become due to Operator or its successor or on any obligation under the terms of this Agreement.

## **26. LAW ABIDING CONDUCT**

Operator agrees that it will comply with all the applicable laws and ordinances, administrative regulations and orders of appropriate government authority in the conduct of its business and further agrees that City shall have the right to enter upon said premises at reasonable times for the purpose of inspection and ensure enforcement of this Agreement and ordinances and laws governing Operator's use of Facility.

## **27. CONFLICT OF INTEREST**

Operator covenants that other than this Agreement, Operator has no financial interest with any official, employee, or other representative of the City. Operator and its principals do not have any financial interest in real property, sources of income, or investment that would be affected in any manner of degree by the performance of Operator's services under this Agreement. If such an interest arises, Operator will immediately notify the City.

## **28. SURVIVAL**

These representations and warranties shall survive the termination or other extinction of this Agreement.

## **29. FORCE MAJEURE**

For purposes of this Agreement, "Force Majeure" shall mean earthquake, fire, or other casualty, flood, landslide, epidemic, unforeseeable adverse weather, "acts of God", war, civil disturbance, court ordered injunction, intervention by civil or military authorities or government, strikes, lockouts, boycotts, or other labor disputes, to the extent any of the foregoing are beyond the reasonable control of either City or Operator and which cause either party to be delayed or hindered in or prevented from the performance of any covenant or obligation under this Agreement other than the payment of money.

If either Operator or City is delayed or prevented from the performance of any act required by this Agreement by reasons of Force Majeure, performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent of the period of such delay. Both parties shall take reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of the conditions.

**30. AUTHORITY AND EXECUTION**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this AGREEMENT. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this lease the day and first year hereinabove written.

ATTEST:



CITY OF STOCKTON

BY: *[Signature]*  
KURT O. WILSON  
CITY MANAGER

*[Signature]*  
BONNIE PAIGE  
CITY CLERK, CITY OF STOCKTON

APPROVED AS TO FORM:  
JOHN M. LUEBBERKE  
CITY ATTORNEY

PROFESSIONAL

BY: *[Signature]*

BY: *[Signature]*  
PRESIDENT, BOARD OF DIRECTORS  
SILVER LAKE  
CAMPER'S ASSOCIATION

EXHIBIT 1:  
LOCATION MAP, EXISTING CONDITION PLAN,  
MAP OF STOCKTON MUNICIPAL FAMILY CAMP AT SILVER LAKE



**EXHIBIT 2:  
US FOREST SERVICE SPECIAL USE PERMIT**

**Draft v.2 to be attested after SLCA Agreement is attested**

Authorization ID: AMA102602 Contact  
Name: CITY OF STOCKTON Expiration  
Date: 12/ 1/20 0  
Use Code: 11

FS-2700-4 (V. 01/2014)  
OMB 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE FOREST  
SERVICE**

**SPECIAL USE PERMIT**

**Authority: OCCUPANCY PERMITS, AS AMENDED March 4, 1915, ORGANIC  
ADMINISTRATION ACT June 4, 1897**

CITY OF STOCKTON, 605 N. EL DORADO STREET STOCKTON CA UNITED STATES 95202 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the ELDORADO NATIONAL FOREST on the Adair District of the National Forest System, subject to the terms and conditions of this special use permit (the permit).

This permit covers approximately 15 acres or .02 miles in the Sec. 17, T. 9 N., R. 17 E., MT. DIABLO MERIDIAN, ("the permit area"), as shown on the map attached as Appendix A. This permit issued for the purpose of:

OPERATING AND MAINTAINING THE STOCKTON MUNICIPAL FAMILY CAMP, AN ORGANIZATION CAMP.

The following off-site facilities and developments outside the permit boundary are authorized under this permit.

1. Access Roads (Exhibit A-1)
2. Water System consisting of steel and concrete collection box surrounded by metal T-post and wire exclusion fence and approximately 105 feet of galvanized steel and PVC pipeline (2280 feet of 2 inch, 450 feet of one inch, 75 feet of three inch) and a 19,000 gallon water storage tank (Exhibits D, E-land and E-2)
3. Snook's Trail (Exhibits A-1)

**TERMS AND CONDITIONS**

**I. GENERAL TERMS**

**A. AUTHORITY.** This permit is issued pursuant to OCCUPANCY PERMITS, AS AMENDED March 4, 1915, ORGANIC ADMINISTRATION ACT June 4, 1897 and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

**B. AUTHORIZED OFFICER.** The authorized officer is the Forest Supervisor or a subordinate officer with delegated authority.

**C. TERM.** This permit shall expire at midnight on 12/31/2030, 15 years from the date of issuance.

**D. RENEWAL.** This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit that would renew the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Renewal of the use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. At a minimum, before renewing the use and occupancy authorized by this permit, the authorized officer shall require that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

**E. AMENDMENT.** This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

#### **F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.**

In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

**G. NON-EXCLUSIVE USE.** The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or

any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

**H. ASSIGNABILITY.** This permit is not assignable or transferable.

**I. TRANSFER OF TITLE TO THE IMPROVEMENTS.**

1. Notification of Transfer. The holder shall notify the authorized officer when a transfer of title to all or part of the authorized improvements is contemplated.

2. Transfer of Title. Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

**J. CHANGE IN CONTROL OF THE BUSINESS ENTITY.**

1. Notification of Change in Control. The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is contemplated.

a. In the case of a corporation, control is an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation.

b. In the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, control is a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of managerial authority over the actions and operations of the entity.

c. In other circumstances, control is any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

2. Effect of Change in Control. Any change in control of the business entity as defined in paragraph 1 of this clause shall result in termination of this permit. The party acquiring control must submit an application for a special use permit. The Forest Service is not obligated to issue a new permit to the party who acquires control. The authorized officer shall determine whether the applicant meets the requirements established by applicable federal regulations.

## II. IMPROVEMENTS

**A. LIMITATIONS ON USE.** Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

**B. PLANS.** All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

## III. OPERATIONS.

**A. PERIOD OF USE.** Use or occupancy of the permit area shall be exercised at least 30 days each year.

**B. CONDITION OF OPERATIONS.** The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

**C. OPERATING PLAN.** The holder shall prepare and annually revise by **November 1st** an operating plan. The operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover all operations authorized by this permit. The operating plan shall outline steps the holder will take to protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor the holder's operations for compliance with the terms and conditions of this permit. The

operating plan shall be submitted by the holder and approved by the authorized officer or the authorized officer's designated representative prior to commencement of operations and shall be attached to this permit as an appendix. The authorized officer may require an annual meeting with the holder to discuss the terms and conditions of the permit or operating plan, annual use reports, or other concerns either party may have.

**D. INSPECTION BY THE FOREST SERVICE.** The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

#### **IV. RIGHTS AND LIABILITIES**

**A. LEGAL EFFECT OF THE PERMIT.** This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 251, Subpart C and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

**B. VALID OUTSTANDING RIGHTS.** This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

**C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

**D. SERVICES NOT PROVIDED.** This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

**E. RISK OF LOSS.** The holder assumes all risk of loss associated with use or occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized temporary

improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

**F. DAMAGE TO UNITED STATES PROPERTY.** The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clause IV.F and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use or occupancy of the permit area. If the environment or any government property covered by this permit becomes damaged during the holder's use or occupancy of the permit area, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources associated with the use or occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.I.

3. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

**G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION.** The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any activity or condition arising out of or relating to the authorized use or occupancy that causes or threatens to cause a hazard to public health or the safety of the holder's employees or agents or harm to the environment (including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall prevent impacts to the environment and cultural resources by implementing actions identified in the operating plan to prevent establishment and spread of invasive species. The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use or occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

**H. INDEMNIFICATION OF THE UNITED STATES.** The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

**I. BONDING.** The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.

**K. INSURANCE.** The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance

coverage for the United States as required under this clause. Such policies also shall specify that the insurance company shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the policies. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to 26820 Silver Drive, Pioneer, CA 95666. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

1. The holder shall have in force liability insurance covering losses, including those arising from strict liability, associated with the use or occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$500,000.00 as a combined single limit per occurrence.

## V. RESOURCE PROTECTION

**A. COMPLIANCE WITH ENVIRONMENTAL LAWS.** The holder shall in connection with the use or occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

**B. VANDALISM.** The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

**C. PESTICIDE USE.** Pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation (including aquatic plants), insects, rodents, fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands.

Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

**D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES.** The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until directed otherwise by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

**E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION.** In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately notify the authorized officer by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

**F. PROTECTION OF HABITAT OF THREATENED, ENDANGERED, AND SENSITIVE SPECIES.** The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or identified as sensitive or otherwise requiring special protection by the Regional Forester under Forest Service Manual (FSM) 2670, pursuant to consultation conducted under section 7 of the ESA, may be shown on the ground or on a separate map. The map shall be attached to this permit as an appendix. The holder shall take any protective and mitigative measures specified by the authorized officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species or species otherwise requiring special protection are discovered, or if new species are listed as threatened or endangered under the ESA or identified as sensitive or otherwise requiring special protection by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these sites by the holder or the Forest Service shall be promptly reported to the other party.

**G. CONSENT TO STORE HAZARDOUS MATERIALS.** The holder shall not store any hazardous materials at the site without prior written approval from the

authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

## H. CLEANUP AND REMEDIATION

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

**I. CERTIFICATION UPON REVOCATION OR TERMINATION.** If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. This certification requirement may be waived by the authorized officer when the Forest Service determines that the risks posed by the hazardous material are minimal. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all federal, state, and local laws and regulations.

## VI. LAND USE FEE AND ACCOUNTING ISSUES

**A. LAND USE FEES.** From FSH 2709.11, Chapter 50, insert clause A.16 for organizational camps or clauses A.1 and A.2 for uses subject to GRFS.

**B. MODIFICATION OF THE LAND USE FEE.** The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

### C. FEE PAYMENT ISSUES.

1. **Crediting of Payments.** Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. **Disputed Fees.** Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

3. **Late Payments**

(a) **Interest.** Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(b) **Administrative Costs.** If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) **Penalties.** A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

(d) **Termination for Nonpayment.** This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall remain responsible for the delinquent fees.

4. Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

(d) Disclosure to consumer or commercial credit reporting agencies.

## VII. REVOCATION, SUSPENSION, AND TERMINATION

**A. REVOCATION AND SUSPENSION.** The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local law.
2. For noncompliance with the terms of this permit.
3. For abandonment or other failure of the holder to exercise the privileges granted.
4. With the consent of the holder.
5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension. In the case of revocation or suspension based on clause VII.A.1, 2, or 3, the authorized officer shall give the holder a reasonable time, typically not to exceed 90 days, to cure any noncompliance.

**B. IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request

within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

**C. APPEALS AND REMEDIES.** Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214 as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

**D. TERMINATION.** This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

#### **E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR**

**TERMINATION WITHOUT RENEWAL.** Upon revocation or termination of this

permit without renewal of the authorized use, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

#### **MISCELLANEOUS PROVISIONS**

**A. MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

**B. CURRENT ADDRESSES.** The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

**C. SUPERSEDED PERMIT.** This permit supersedes a special use permit designated City of Stockton AMA102602 dated 2/10/1997.

**D. SUPERIOR CLAUSES.** If there is a conflict between any of the preceding printed

clauses and any of the following clauses, the preceding printed clauses shall control.

E. THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.

ATTEST:

CITY OF STOCKTON

  
\_\_\_\_\_  
BONNIE PAIGE  
CITY CLERK



  
\_\_\_\_\_  
KURT O. WILSON  
CITY MANAGER

ACCEPTED AS TO FORM:

JOHN LUEBBERKE CITY  
ATTORNEY

BY:

  
\_\_\_\_\_

APPROVED:

\_\_\_\_\_  
LAWRENCE CRABTREE  
Forest Supervisor

\_\_\_\_\_  
DATE

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

**EXHIBIT 3:**  
**Insurance Requirements**  
**(Silver Lake Operator)**

Operator shall procure 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 Operator's operation and use of the leased premises. The cost of such insurance shall be borne by the Operator.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, personal & advertising injury, and sexual abuse and molestation coverage, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice** the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (for operators with employees).
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Operator maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

**Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The City of Stockton, its Mayor, Council, officers, representatives, agents, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Operator including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Operator's insurance (**at least as broad as ISO Form CG 20 10 11 85**).

***Primary Coverage***

For any claims related to this contract, the Operator's insurance coverage shall be primary insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents,

employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees, and volunteers shall be excess of the Operator's insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Operator's insurance coverage to sole negligence.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

***Waiver of Subrogation***

Operator hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Operator may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Operator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Operator to purchase – coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

***Verification of Coverage***

Operator shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Operator's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time, for any reason or no reason.

Operator shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Certificate holder address***

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- Attention: Risk Services
- 425 N. El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

***Maintenance of Insurance***

If at any time during the life of the Contract or any extension, the Operator fails to maintain the required insurance in full force and effect, the CITY may terminate this Contract.

***Subcontractors***

If the Operator should subcontract all or any portion of the work to be performed in this contract, the Operator shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

## EXHIBIT 4

### OPERATIONAL PLAN OF REPORTS AND FILINGS

#### Section A: Facility Use and Special Use Permit Requirements

1. Utilities

- a. Propane storage and delivery (as applicable)
- b. Telephone (seasonal)
- c. Natural gas and electricity (as applicable)

2. Facility Use Agreements

- a. Agreement between City of Stockton and Plasse Meadows Group and Plasse Homestead water association- Silver Lake Water System

3. State of California Board of Equalization

- a. Transient Occupancy Tax (Amador County)
- b. Sales/retail tax
- c. payroll tax (quarterly)
- d. possessory interest (as applicable)

4. State of California Water Board

- a. Water use monitoring
- b. Use reports (Annual Report of Licensee filed electronically for License Permit 4514 and License Permit 1853)
- c. Permits and updates
- d. Regulatory requirements and communication
- e. Inspections
- f. Testing
- g. Cooperation regarding water rights issues of unnamed stream
- h. Compliance reports and filings, (including curtailment notices)
- i. Fees, and charges (Board of Equalization)
- j. Agreement between City of Stockton and Plasse Meadows Group and Plasse Homestead Water Association- Silver Lake Water System

5. State of California Water Quality Control Board

- a. Monitoring Reports filed monthly and quarterly for WDR Order 89-032 and Revised Management Plan (MRP) 89-032
- b. Groundwater monitoring
- c. Wastewater monitoring
- d. Contracts and reports related to inspections, technical reports, and monitoring reports
- e. Testing activities

- f. Permit communication coordination with City
- g. Compliance reports and filings
- h. Monitoring and payment of related fees and charges.
- i. Gray water drainage system
- j. Grease trap inspection and maintenance
- k. Septic field or line leak inspection
- l. Leach field and septic tank and system, and collection lines
- m. Well monitoring system
- n. Protection of stream bed by silver lake operations

6. US Forest Service Use Permit, Inspections

- a. Coordination regarding all active permits during agreement
- b. Participation during negotiations for new permit
- c. Use Permit Fee (February)
- d. Fire Protection
- e. Hazard Tree removal
- f. Vegetation restoration and erosion control
- g. Storage/lot clean up
- h. Annual, quarterly, seasonal reports, inspections, and projects
- i. Environmental Site Plan
- j. Annual Operating Plan (March)
- k. Compliance Review
- l. Program Plan
- m. Safety Plan
- n. Final Use Report (December 1)

7. Amador County

- a. Environmental Health Permit (January)
- b. Building Permits
- c. Water testing (collect, analyze, report) for non community water system
- d. Fire suppression and inspection
- e. Domestic water Supply Permit (0300007)
- f. Permit to operate Camp
- g. Kitchen and food handling permits

## EXHIBIT 5

### HR 40

Subject:  <b>FINGERPRINTING OF APPLICANTS, EMPLOYEES, INTERNS, TEMPORARY AGENCY EMPLOYEES, AND VOLUNTEERS APPLYING FOR AND HOLDING POSITIONS WITH THE CITY OF STOCKTON</b>	Directive No.  <b>HR-40</b>	<b>Page 1 of 9</b>
	Effective Date: <b>4/7/14</b>	Revised from: <b>8/1/95 3/1/00 8/30/04 7/24/06 4/14/08</b>

#### I. PURPOSE

- A. To provide a uniform policy and procedure for the administration of the City of Stockton Mandatory Fingerprinting Program, in accordance with California Public Resources Code section 5164, California Education Code section 10911.5, California Penal Code sections 11105, 11105.3, 13300, and any other applicable state and federal laws.
- B. To ensure that the City of Stockton, as an agency receiving criminal history information, complies with the requirements of the State of California, Department of Justice, Division of Criminal Justice Information Services.

#### II. POLICY

All applicants, employees, interns, temporary agency employees, and volunteers who meet the following conditions shall be subject to fingerprinting.

- A. Employees Having Direct Contact with Minors. It is the policy of the City of Stockton to obtain criminal history information for all prospective, as well as current, full-time (including provisional and temporary), part-time, volunteer (including the San Joaquin County Alternate Work Program or any other community service or volunteer organization), and contractual employees in any department who have direct contact<sup>1</sup> with minors. This requirement shall be a condition of employment for all employees who have direct contact with minors.

The City of Stockton will not hire or retain any person or permit any person to volunteer his/her services to work with children in any department who has been convicted of certain criminal offenses (disqualifiers), as specified in California Public Resources Code section 5164.

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<sup>1</sup> "Direct Contact" is defined in section II.B.

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- B. Employees Performing Sensitive Duties. In addition, to implement Stockton Municipal Code Chapter 2.70, the City of Stockton will obtain criminal history information for all persons applying for positions that require the employee to:
1. Perform sensitive and/or fiduciary duties, such as handling public Funds or confidential documents.
  2. Enter privately owned property, structures, or curtilages.
  3. Care for ill, injured, or incapacitated members of the public.
  4. Have access to a secure facility.
  5. Have direct contact with minors. "Direct contact with a minor" shall mean any of the following, in the course of paid or unpaid work:
    - a. The care, supervision, guidance, or control of a minor on any basis.
    - b. Close physical proximity to a minor on more than an "occasional" or "incidental" basis.
    - c. Talking face-to-face with or within eye contact of a minor on more than an "occasional" or "incidental" basis.

"Occasional" shall mean irregular or infrequent. "Incidental" shall mean occurring by chance or in isolation. If the job specifications for apposition requires contact with a minor on any basis, then the contact is neither "occasional" nor "incidental."
- C. The City of Stockton, in its discretion, may refuse to hire any person or permit any person to volunteer his/her services who has been convicted of any of the offenses (disqualifiers) specified in Appendix A of this policy.

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- D. In making any employment or retention decision based upon a disqualifier, the Director of Human Resources shall consider, among other factors: the employment classification to which the person is applying or being certified, including its sensitivity; the nature and seriousness of the conduct; whether there is a rational relationship between the employment duties and the nature of the conduct; the circumstances surrounding the conduct; the recentness of the conduct; the age of the individual at the time of the conduct; and the presence or absence of rehabilitation or efforts at rehabilitation.
- E. Submission of fingerprints, as specified in the sections above, shall be a condition of employment.
- F. This policy shall not apply to one-day events or programs.
- G. This policy shall be administered by and is the responsibility of the Director of Human Resources.

### III. PROCEDURES

- A Administration of Criminal Offense Record Information (CORI).
  - 1. The Human Resources Department shall enter into an agreement with the California Department of Justice for the purpose of electronically exchanging criminal offender information. This information shall be accessible only to designated individuals in the Human Resources Department, and the affected computer terminal shall be located in a secure area to provide protection from unauthorized access. CORI shall be made available to the City Auditor and designated members of his/her staff for the sole purpose of performance audits in accordance with Stockton Municipal Code section 2.70.020(8).

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- a. Security. Any questions regarding the release, security, and privacy of CORI shall be resolved by the Director of Human Resources.
  - b. Destruction. CORI shall be destroyed after the employment determination has been made, and copies of the CORI information will be destroyed in such a way that the employee's name can no longer be identified.
  - c. Dissemination. CORI shall be used only for the purpose for which it was requested; except that, the City Auditor shall have access to and shall examine CORI in connection with his/her duties under section 1501(d) of the City Charter.
  - d. Storage. CORI shall be securely maintained and accessible only to the Director of Human Resources or his/her designees and the City Auditor or his/her designees, who are committed to protect such information from unauthorized access, use, or disclosure.
  - e. Reproduction. CORI shall not be reproduced for secondary dissemination.
  - f. Subsequent Arrest Reports. Any Subsequent Arrest Reports for separated employees, volunteers, and contract personnel shall be immediately returned to the Department of Justice.
2. The Director of Human Resources and/or his/her designees who are involved in the administration of this policy, and the City Auditor and/or his/her designees who conduct performance audits, shall be fingerprinted and cleared by the Department of Justice prior to attaining access to CORI. Each employee given CORI access shall be fingerprinted and processed through the California Department of Justice. In addition, those employees shall execute a copy of the Employment Statement issued by the Department of Justice, which

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statement shall be maintained on file in the Human Resources Department.

- B. Fingerprint Procedures and Review of CORI. All applications for employment and requests to volunteer services, without exception, are to be made to the Human Resources Department.
1. All applicants for employment covered under this policy (as set forth in sections II. A and B, above), including part-time, volunteer, intern, temporary agency, and contract personnel, shall be provided with a fingerprint application and required to submit one set of fingerprints to the Department of Justice prior to the pre-employment physical examination. (Note: This requirement shall not apply to those concessionaires who contract with the Community Services Department solely to rent space to conduct their own business.)
  2. The applicant, volunteer, intern, temporary agency, or contract personnel shall hand-carry the fingerprint application, along with a valid California driver's license or identification card, to the Stockton Police Department Evidence Identification Section to complete the fingerprint process.
  3. Upon receipt of CORI, including Subsequent Arrest Information, the designated Human Resources employees shall review the information for any arrests or convictions for disqualifiers. If there are no disqualifiers, the clearance date shall be entered into the confidential database set up for this specific purpose. Upon the employee's separation from City service, the California Department of Justice shall be notified of the separation to ensure that Subsequent Arrest Notifications are no longer received.
  4. In the event CORI, including Subsequent Arrest Information, reveals disqualifiers, the Director of Human Resources shall evaluate the effect and potential effect of the employee's record of arrest on his/her position of employment, fellow employees, and the public in accordance with sections 11.8.2, above; and shall take appropriate

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action to maximize public safety and minimize potential liability while respecting the rights of the employee or volunteer. No applicant for employment will be permitted to report for work until the Director of Human Resources, or his or her designee, has first determined from review of the CORI information that the applicant has no disqualifying convictions.

In addition, any employee, volunteer, intern, temporary agency or contract personnel who has direct contact with minors and for whom a disqualifier is subsequently revealed shall be subject to any one of the following actions:

- a. Transfer to a comparable position whose duties require no direct contact with children.
  - b. Reassignment to another department.
  - c. Placement back into a previously held position.
  - d. Termination.
5. The notice of rejection of application for employment or the notice of termination due to disqualifiers is the sole responsibility of the Human Resources Department. The Human Resources Department will immediately notify the Department of Justice that the affected applicant, employee, or volunteer has been rejected and that subsequent reports are not necessary.
  6. The appointing authority shall not make a hiring decision until after CORI has been received and reviewed by the Human Resources Department.
  7. The applicant, employee, or volunteer shall be responsible for reporting any conviction or arrest pending final adjudication to the Human Resources Department. If any conviction or arrest pending adjudication occurs while the employee or volunteer is working for the

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City, the employee or volunteer shall report that conviction or arrest to the Human Resources Department. Failure to report an arrest or conviction shall be grounds for disciplinary action, up to and including termination.

8. Employees transferring or promoting to positions covered under this directive shall have a right of reversion to a previously held position in the event subsequent arrest information reveals a disqualifier; EXCEPT THAT the City reserves its right to discipline an employee, up to and including termination, pursuant to the City Charter, Stockton Municipal Code, Civil Service Rules, collective bargaining agreements, and/or any applicable laws or regulations.

#### IV PENALTIES

- A. Misuse of CORI is a criminal offense, which may result in criminal or civil prosecution and may result in administrative action up to and including loss of access to information maintained by the Department of Justice and/or termination of employment, in accordance with City Charter sections 1201(a) and 1502, Administrative Directive No. HR-008, applicable memoranda of understanding, and/or the Civil Service Rules and Regulations.
- B. Any violation of this policy shall result in disciplinary action, up to and including termination from City service.

APPROVED:

  


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KURT O. WILSON  
CITY MANAGER

Subject:  <b>FINGERPRINTING OF APPLICANTS, EMPLOYEES, INTERNS, TEMPORARY AGENCY EMPLOYEES, AND VOLUNTEERS APPLYING FOR AND HOLDING POSITIONS WITH THE CITY OF STOCKTON</b>	Directive No.	Page 8 of 9
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## APPENDIX A

Convictions for which an applicant may be rejected, or for which refusal of certification for appointment, or termination of employment may result, are as follows:

### Crimes Against Persons

- Murder (Penal Code§ 187, *et seq.*)
- Voluntary manslaughter (Penal Code§ 191.5, *et seq.*)
- Mayhem (Penal Code§ 203, *et seq.*)
- Torture (Penal Code§ 206, *et seq.*)
- Robbery (Penal Code § 211, *et seq.*)
- Assault and/or battery (Penal Code§§ 240, *et seq.*; 243, *et seq.*)
- Rape (Penal Code§§ 261-263; 269.)
- Kidnapping (Penal Code§ 207, *et seq.*)
- Prostitution (Penal Code §§ 266-267)
- Lewd or lascivious acts (Penal Code§§ 288, 288.2)
- Indecent exposure (Penal Code§ 314)
- Stalking (Penal Code§ 646.9, *et seq.*)
- Registered sex offender (Penal Code§ 290)
- Child abandonment (Penal Code§ 271, *et seq.*)
- Contributing to the delinquency of a minor (Penal Code§ 272, *et seq.*)
- Incest (Penal Code§ 285)
- A criminal violation that is substantially similar in nature to any of the foregoing crimes against persons.

### Crimes Against Property

- Arson (Penal Code § 451, *et seq.*)
- Theft / Larceny (Penal Code § 484, *et seq.*)
- Burglary (Penal Code§ 458, *et seq.*)
- Forgery (Penal Code§ 470, *et seq.*)
- Embezzlement (Penal Code§ 503, *et seq.*)
- Identity theft (Penal Code§ 530.5, *et seq.*)

Subject:  <b>FINGERPRINTING OF APPLICANTS, EMPLOYEES, INTERNS, TEMPORARY AGENCY EMPLOYEES, AND VOLUNTEERS APPLYING FOR AND HOLDING POSITIONS WITH THE CITY OF STOCKTON</b>	Directive No.	
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	Effective Date: <b>4/7/14</b>	Revised from: <b>8/1/95 3/1/00 8/30/04 7/24/06 4/14/08</b>

- Extortion (Penal Code § 581, *et seq.*)
- A criminal violation that is substantially similar in nature to any of the foregoing crimes against property.

#### Crimes Involving Controlled Substances

Any crime described in the California Uniform Controlled Substance Act (division 10, commencing with section 11350), except where consideration of such conviction for employment purposes is prohibited or otherwise limited by law per Labor Code § 432.8. Employers are prohibited from considering marijuana related convictions which are more than two (2) years old. Specifically, agencies may not consider marijuana related convictions for violations of subdivision (b) or (c) of section 11357 of the Health and Safety Code or a statutory predecessor thereof, or subdivision (c) of section 11360 of the Health and Safety Code, or section 11364, 11365, or 11550 as related to marijuana prior to January 1, 1976, or a statutory predecessor thereof.

#### Miscellaneous Crimes

- Perjury (Penal Code § 118, *et seq.*)
- Falsifying, Tampering with Evidence (Penal Code §§ 132-135.5)
- Falsifying public documents (Penal Code § 112, *et seq.*)
- Bribery (Penal Code §§ 68, 92, *et seq.*, 165)
- Money laundering (Penal Code § 186.9, *et seq.*)
- Bookmaking (Penal Code § 337a)
- Misappropriation of public funds (Penal Code § 424, *et seq.*)
- A criminal violation that is substantially similar in nature to any of the foregoing miscellaneous crimes.