

AGREEMENT
BETWEEN THE CITY OF SACRAMENTO
AND CAMP WAMP, INC.

This AGREEMENT is made at Sacramento, California, as of _____, by and between the City of Sacramento, a municipal corporation ("City"), and Camp WAMP, Inc., a California corporation. The City and Camp WAMP, Inc. may be referred to collectively as "Parties" or in the singular as "Party", as the context requires.

RECITALS

WHEREAS, children and young adults with physical disabilities such as muscular dystrophy, spinal cord injuries, and cerebral palsy can achieve a sustainable and life-changing sense of social, physical and mental accomplishment by participating in a genuine wilderness camping experience; and

WHEREAS, Camp WAMP, Inc. provides enriching summer camping programs for children and young adults with physical disabilities; and

WHEREAS, Camp WAMP, Inc. operates a summer camping program for children with physical disabilities and young adults at the Contra Costa Youth Council's Camp Nejedly facility at Hawley Lake ("Camp WAMP"), located in the High Sierras of Northern California; and

WHEREAS, Camp WAMP, Inc. seeks to enter into a contract with the City of Sacramento to coordinate, execute and operate a camping program at Camp WAMP during two one-week sessions in August 2006;

WHEREAS, the City of Sacramento's Department of Parks and Recreation believes that recreation and leisure activities are essential to everyone's personal growth, positive self-esteem and relaxation.

THEREFORE, the Parties agree as follows:

1. TERM

This Agreement shall be effective from the date it is executed by both Parties, through December 31, 2006, unless sooner terminated pursuant to the provisions of this Agreement.

2. CAMP WAMP, INC.'S RESPONSIBILITIES

- A. Provide verification to the satisfaction of the City that Camp WAMP, Inc. is authorized to utilize the Contra Costa Youth Council's Camp Nejedly facility at Hawley Lake;
- B. Determine camp participant criteria, program goals, days and sessions of operation and number of camp participants, in consultation with the City;
- C. Maintain and repair damage due to accidents or negligent use during annual camp sessions;

- D. Arrange for and coordinate all logistical aspects of the camping program including, but not limited to, transportation of camp participants, City staff and volunteers to and from Camp WAMP, as well as capital items and food supplies into Camp WAMP; provided, however, that Camp WAMP shall not be responsible for the transportation of program or medical supplies to and from CAMP WAMP; the City shall not be responsible for the transportation of camp participants or City staff and volunteers to and from Camp WAMP;
- E. Provide all of the funding for operation of the camping program as provided in the Budget Section of this Agreement including marketing, recruitment of camp participants and City staff and volunteers, and pre-planning and post-camp wrap-up of the camp season;
- F. During the entire term of this Agreement, maintain Commercial General Liability insurance with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage;

The policy shall contain, or be endorsed to contain, the following provisions:

- (1) The City, its officials, employees and volunteers shall be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of CAMP WAMP, Inc.; products and completed operations of Camp WAMP, Inc.; premises owned, leased or used by Camp WAMP, Inc. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officials, employees or volunteers.
- (2) Camp WAMP, Inc.'s insurance coverage shall be primary insurance as respects any allegation or claim of a dangerous condition of public property or any negligent act or omission or willful misconduct of Camp WAMP, Inc., its officials, employees, or volunteers in connection with the performance or nonperformance of this Agreement. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of Camp WAMP, Inc.'s insurance and shall not contribute with it as respects any allegation or claim of a dangerous condition of public property or any negligent act or omission or willful misconduct of Camp WAMP, Inc., its officials, employees, or volunteers in connection with the performance or nonperformance of this Agreement.
- (3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officials, employees or volunteers.
- (4) Coverage shall state that Camp WAMP, Inc.'s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) The insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the City. In addition, Camp WAMP, Inc. agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to

the City and the City approves the reduction in coverage or limits. Camp WAMP, Inc. further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to the City and the City approves such increase.

3. CITY'S RESPONSIBILITIES

- A. Organize and operate all aspects of the camping program, excluding the transportation of camp participants and City staff and volunteers to and from Camp WAMP;
- B. Recruit, screen and register camp participants based upon Camp WAMP criteria and guidelines; provided, however, camp participants need not be residents of the City as long as they meet all other requirements for participation in the camping program;
- C. Supervise recruit, train and monitor all City staff and volunteers conducting the camping program utilizing established City policies and procedures and guidelines for camp operations; provided, however, City staff and volunteers need not be residents of the City as long as they meet all other requirements for participation in the camping program;
- D. Maintain a 1:1 ratio of camp counselors to camp participants;
- E. The City shall be responsible for providing food service;
- F. Provide appropriate insurance coverage for the operation of the camping program. The City is self-insured for the first \$2,000,000 of auto and general liability and Worker's Compensation and will provide Camp WAMP with a letter verifying self insurance, upon request. The City's insurance coverage shall be primary insurance as respects to any allegation or claim of any negligent act or omission or willful misconduct of the City, its officials, employees, or volunteers in connection with the camping program defined in this agreement;
- G. Operate the camping program consistent with standards and guidelines for comparable operations as identified by the American Camping Association;
- H. Provide Camp WAMP, Inc. with a full report and evaluation including a financial report within one hundred and twenty (120) days of the conclusion of the camp season;

4. EMERGENCY EVACUATION PLAN

Camp WAMP, Inc. and the City shall develop and implement an plan which clearly defines the procedures to be followed, including respective roles and responsibilities, in the event of circumstances requiring the emergency evacuation of camp participants, staff, or volunteers; Camp WAMP shall assume the lead responsibility of drafting this plan, and will procure additional insurance to cover emergency evacuation-related expenses.

5. BUDGET

- A. The City will prepare a budget for Camp WAMP, Inc. approval based on the items listed below:
- (1) All of the fixed personnel costs of operating the camping program regardless of the length of each camp session and/or the number of camp participants enrolled and City staff required. These costs would include, but not be limited to, the following:
 - a. City staff time to plan, organize and evaluate the camping program;
 - b. City staff time and materials to recruit, screen and register camp participants;
 - c. City staff time (Camp Director and four Activity Leaders – Waterfront, Nature, Music and Drama and Arts and Crafts) required to conduct the camp sessions regardless of the number of participants.
 - (2) Identify all of the personnel costs related to individual camp participants and days of each session. These costs would include, but not be limited to, the following:
 - a. City staff based on a 1:1 ratio of camp counselor to camp participant to include meal costs and training time.
- D. The City shall invoice Camp WAMP, Inc. for all approved expenditures in an amount not to exceed \$58,774.77 within one hundred and twenty (120) days of the conclusion of the camp season. Payment to the City shall be made within a reasonable time after receipt of the City's invoice.
- E. Camp WAMP shall be responsible for direct payment of all other operating supplies for the program including meals.
- F. Camp WAMP, Inc. shall be responsible for the replacement of all Camp WAMP owned equipment and/or fixed assets of the camp that may be damaged, lost or stolen, provided the City has used appropriate procedures in the utilization or security of such equipment and/or assets.

6. INDEMNITY

Camp WAMP shall fully defend, indemnify and save harmless, the City, its officials, employees, and volunteers, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by, or result from, any allegation or claim of a dangerous condition of public property or any negligent act or omission or willful misconduct of Camp WAMP, Inc., its

officials, employees, or volunteers in connection with the performance or nonperformance of this Agreement.

The City shall fully defend, indemnify and save harmless, Camp WAMP, Inc., its officials, employees, and volunteers, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by Camp WAMP, Inc.'s attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by, or result from, any negligent act or omission or willful misconduct of the City, its officials, employees, or volunteers in connection with the performance or nonperformance of this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

7. NO JOINT VENTURE

The City is an independent contractor, and this Agreement does not establish any partnership, joint venture, or other relationship between the Parties.

8. NO GRANT OF AGENCY

Except as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this Agreement, to bind the other Party to any obligation whatsoever.

9. NON-WAIVER

Waiver of any breach of, or default under, this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

10. DISPUTE RESOLUTION

The Parties shall meet and attempt, in good faith and using their best and reasonable efforts, to resolve any breach or dispute arising under this Agreement. If such breach or dispute is not resolved by the Parties, then the Parties may submit the dispute to an independent mutually-agreed upon arbitrator. The arbitrator shall resolve the dispute based upon a reasonable interpretation of this agreement, the documentation provided by the Parties, and such other information deemed by the arbitrator to be relevant to the dispute. The decision of the arbitrator shall be advisory and not binding on the Parties. Nothing in this agreement shall prohibit the Parties from agreeing to allow the arbitrator to attempt to mediate the dispute prior to hearing the matter and issuing a decision.

11. CANCELLATION FOR BREACH

Should the City or Camp WAMP, Inc. fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall, only after utilizing the dispute resolution provisions in Section 10, above, have the right to cancel this Agreement by giving written notice and specifying the effective date of such cancellation ("Cancellation Date"), which shall be not less than fifteen (15) days after the date of said notice. In the event of such cancellation, City shall be paid for its services performed to the Cancellation Date. The foregoing notwithstanding, neither of the Parties waives their right to recover damages against the other for breach of this Agreement, including, without limitation, any amount necessary to compensate one Party for all detriment proximately caused by the other Parties failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result there from.

12. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains all of the terms and conditions as agreed upon by the Parties, and supersedes any and all oral or written communications by and between the Parties.

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the Parties. In the event of a conflict between this Agreement and any other agreement or understanding executed by the Parties subsequent to the commencement of this Agreement, the terms of this Agreement shall prevail and be controlling unless such other agreement expressly provides to the contrary.

13. ASSIGNMENT PROHIBITED

Neither Party may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

14. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed by the law of the State of California, the state in which this Agreement was signed.

15. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

16. CAPTIONS

The headings or captions contained in this Agreement are for identification purposes only and shall have no effect upon the construction or interpretation of this Agreement.

17. AMBIGUITIES

The Parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either Party.

18. AUTHORITY

The people whose signatures appear below are authorized to execute this Agreement as the representatives of their respective Parties and to bind said Parties to the terms of this Agreement. This Agreement is subject to the approval by each Party's governing body.

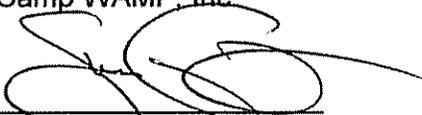
19. NOTICE

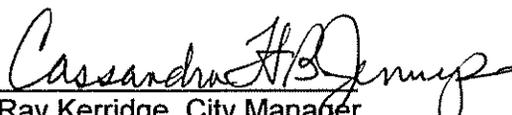
Any communication required during the term of this Agreement, including, without limitation, notice of termination or cancellation, shall be deemed given when placed in the United States Mail, postage prepaid, and addressed as follows:

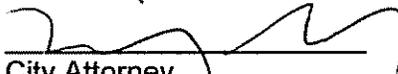
Notice to the City: Bonnie Williamson
Administrative Services Officer
City of Sacramento
3801 Power Inn Road
Sacramento, CA 95826

Notice to Camp WAMP, Inc.: Steven J. Wampler
Executive Director
Camp WAMP, Inc.
924 D Avenue
Coronado, CA 92118

Any Party who desires to change its address for notice may do so by giving notice as described above.

Camp WAMP, Inc.

Stanton Thomas, President

City of Sacramento

Ray Kerridge, City Manager

Approved as to Form:

City Attorney

Attest:

City Clerk