

**AGREEMENT BETWEEN  
THE CITY OF SACRAMENTO AND THE FRIENDS OF CAMP SACRAMENTO  
FOR THE SHARING OF CERTAIN REVENUE  
GENERATED AT CAMP SACRAMENTO**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the **CITY OF SACRAMENTO**, a municipal corporation, ("City"), and **FRIENDS OF CAMP SACRAMENTO**, a California not-for-profit corporation ("Friends").

**WHEREAS**, Friends was incorporated in 1981 to support the operations of the City's Camp Sacramento facility located in the Eldorado National Forest ("Camp Sacramento"); and

**WHEREAS**, Friends has over the years contributed a significant amount of volunteer labor and raised a significant amount of money that it has used to make valuable and needed improvements to Camp Sacramento that supplements summer programming at Camp Sacramento and reduces the need to raise fees charged to all Camp Sacramento guests; and

**WHEREAS**, Friends has a long tradition of raising some of its money through the sale of its merchandise in the Camp store and through the collection of reservation fees for the Labor Day weekend; and

**WHEREAS**, this Agreement is intended to formalize the long-standing practice whereby the City and Friends share certain funds generated by Friends.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, it is hereby covenanted and agreed as follows:

**1. PURPOSE.** City and Friends enter into this Agreement to enable Friends to continue raising funds to support Camp Sacramento by selling its merchandise in the Camp store and by encouraging reservations to be made at Camp Sacramento for the Labor Day weekend. City and Friends agree that the raising of funds by Friends and the subsequent use of those funds for the betterment of Camp Sacramento does benefit both City and Friends by making important improvements to Camp Sacramento and by reducing the need to increase Camp fees charged to all guests.

**2. TERM.** This Agreement shall be effective as of the date of execution specified above, for a term of ten years, unless sooner terminated by either party. In the event this Agreement is still in effect at the end of ten years, it shall automatically renew for successive one-year terms on the terms and conditions contained in this Agreement until terminated by either party as provided herein.

### **3. TERMINATION.**

- (a) Either party may terminate this Agreement without cause effective on April 1 of any year by giving written notice of termination to the other party no later than February 1 of that year.
- (b) Either party may terminate this Agreement for cause at any time if the other party is in material default and has not cured that material default within ninety (90) days after the terminating party served a written notice of default upon the other party. If at the expiration of the ninety-day cure period the party in default has not cured the default, then the Agreement shall terminate without further action.
- (c) Within 60 days of the effective date of termination, City will make available to Friends any merchandise in its possession owned by Friends not yet sold, send to Friends any funds held by City not yet distributed, and may cancel any reservations already made for Labor Day weekend.

### **4. FRIENDS RESPONSIBILITIES.**

Friends shall, at Friends' sole cost:

- (a) Provide to City on consignment any merchandise to be sold in the Camp store, subject to the City's approval that the merchandise is appropriate for sale in City's Camp store. Friends shall be solely responsible for maintaining records as to the quantity and type of all merchandise provided to City for sale in the Camp store. Friends also shall be solely responsible for determining the sales price of merchandise. Friends shall bear the sole risk of theft, loss, or destruction of its merchandise.
- (b) At the City's request, remove all unsold merchandise from Camp property, properly accounting for the quantity and type of merchandise.
- (c) Advertise among its members and other interested individuals the availability of cabins at Camp Sacramento for the Labor Day weekend, directing all who are interested to reserve all cabins through the City's reservation system.
- (d) Discuss with the City potential projects to benefit from the use of Friends' funds. While Friends shall have wide latitude in determining which projects to fund, all expenditures and work projects must be first approved by City because of the City's obligation as the owner of all improvements and as the lawful tenant of National Forest lands.
- (e) Spend at least ninety percent (90%) of the funds raised under this Agreement on projects that directly benefit Camp Sacramento. Up to ten percent (10%) of the funds raised under this Agreement may be spent on the operation and management of the Friends organization.

- (f) During Labor Day weekend, provide qualified people to perform the majority of the functions needed to operate the typical recreation and kitchen services and clean-up duties normally provided by City employees during all other weekends. City employees will remain in charge of all recreation and kitchen programs and facilities, but the majority of the work must be performed by people affiliated with Friends.
- (g) Ensure that all people affiliated with Friends who will be providing services during Labor Day weekend and who will be having supervisory contact alone with children are fingerprinted and checked for criminal convictions to ensure safety for the children. Such fingerprinting must take place well in advance of Labor Day weekend so that the results are known before Labor Day weekend. Any criminal convictions that would prevent a City employee from working with children shall also prevent a Friends affiliate from working with children during Labor Day weekend. Friends shall direct no more than ten of its people needing to be fingerprinted to contact the Superintendent responsible for Camp Sacramento, who will provide instructions and forms. No cost will be charged to Friends for the fingerprinting.
- (h) All volunteers working at Camp Sacramento at any time must first register as volunteers on forms provided by the City's volunteer coordinator.
- (i) Any goods or services provided by Friends at Camp Sacramento shall be without discrimination based on race, color, religion, sex, national origin, age, disability, marital status or sexual orientation. This includes, but is not limited to, the sale of merchandise in the Camp store, the rental of cabins for Labor Day weekend, and the provision of recreation and kitchen services during Labor Day weekend.
- (j) Provide to the City, no more than sixty (60) days after the end of Friends' fiscal year ending May 31, an annual statement of income and expenses, providing particular details as to the source of funds raised and the projects supported by those funds.
- (k) Comply with all City rules, policies, state and federal laws applicable to Camp Sacramento.

## **5. CITY RESPONSIBILITIES.**

City shall, at City's sole cost:

- (a) Provide space in the Camp store throughout the entire Camp season to sell merchandise provided by Friends. At Friends' request, City may store merchandise at Camp while Camp is closed, if such merchandise is to be offered for sale during the next season. Friends shall bare the sole risk of theft, loss, or destruction of its merchandise.
- (b) Maintain records of all sales of Friends' merchandise, deposit all funds in City accounts, and pay Friends the full sales price of the merchandise, less any sales tax

collected and remitted to the State, within thirty (30) days after Camp is closed for the season.

- (c) Allow Friends the exclusive use of Camp Sacramento during Labor Day weekend, acknowledging that Labor Day weekend is not a popular weekend for typical Camp guests.
- (d) Maintain records of the gross and net revenue generated during Labor Day weekend as a result of cabin reservations and all Camp store sales, and pay Friends fifty percent (50%) of the net revenue within thirty (30) days after Camp is closed for the season. Gross revenue is defined as the total of all amounts paid to City for cabin reservations made for Labor Day weekend, plus the total of all amounts paid to City for Camp store sales made during Labor Day weekend. Net revenue is defined as gross revenue minus 1) the cost of the labor and benefits of any City employees working at Camp Sacramento during Labor Day weekend called into service just for that weekend, 2) the cost of all merchandise sold in the Camp store during Labor Day weekend, and 3) any sales tax remitted to the State.
- (e) Handle all reservation services for cabins used during Labor Day weekend, and collect all funds for the reservations and for Camp store sales during Labor Day weekend.
- (f) Allow Friends to be the only outside organization allowed to sell merchandise in the Camp store.
- (g) Assist Friends with processing criminal background checks and let Friends know which people may work alone with children during Labor Day weekend and which may not. City will pay for processing the criminal background checks.
- (h) Allow Friends to purchase special event insurance coverage for the Labor Day weekend activities through the City's insurance carrier.

**6. INDEMNIFICATION.** Friends shall fully defend, indemnify and save harmless City, its officers, employees, agents, 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 City 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, as a direct or indirect result of the activities of Friends, its officers, directors, agents, members, employees, contractors, volunteers, guests, or invitees under this Agreement, whether or not such liabilities are litigated, settled or reduced to judgment.

The existence or acceptance by City of insurance coverages required by this Agreement shall not affect any rights City may have under this section. The provisions of this section shall survive any termination of this Agreement.

**7. INSURANCE.** Friends shall obtain special event insurance coverage in an amount satisfactory to the City's Risk Manager for its activities at Camp Sacramento during the Labor Day weekend. If Friends has employees, Workers' Compensation and Employers' Liability is required as set forth by the Labor Code of the State of California and Employers' Liability with limits of \$1,000,000 per accident.

**8. NO JOINT VENTURE.** This Agreement shall not create between the parties a joint venture, partnership, or any other relationship of association. 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. ASSIGNMENT PROHIBITED.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Attempt or purported assignment or any right or obligation pursuant to this Agreement shall be void and of no effect.

**10. NOTICES.** Any notice required or desired to be given pursuant to this Agreement shall be served by personal delivery, mail or facsimile addressed as follows. The notice shall be deemed given on the date personally delivered or transmitted by facsimile, or two business days after the date of mailing:

To FRIENDS:  
Ron Jones  
President  
8912 Carmel Plaza Way  
Elk Grove, CA 95758  
(916) 691-1750

To CITY:  
Robert G. Overstreet II  
Director of Parks and Recreation  
915 I Street, 5th Floor  
Sacramento, CA 95814  
(916) 808-7643 fax

**11. ATTORNEY FEES.** In the event of any action or proceeding brought by either party against the other party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first above written.

FRIENDS OF CAMP SACRAMENTO,  
a not-for-profit corporation

CITY OF SACRAMENTO  
a municipal corporation

By: 

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

Print Name: Ron Jones

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

Title: President

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

Date: 05/01/2006

For Ray Kerridge, City Manager  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

  
City Attorney

\_\_\_\_\_  
City Clerk