

APPROVED

REVISED

FEB 03 2022

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-026

DATE February 03, 2022

C.D. N/A

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CAMP VALCREST – AGREEMENT BETWEEN THE DEPARTMENT OF RECREATION AND PARKS AND GROWTH OPPORTUNITIES THROUGH ATHLETICS, LEARNING, & SERVICE, FOR THE RESTORATION, IMPROVEMENT, REPAIR, OPERATION AND MAINTENANCE OF CAMP VALCREST AS A RECREATIONAL, OVERNIGHT WILDERNESS CAMP FOR YOUTH; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [LICENSE TO USE AN EXISTING FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF PREVIOUS USE] AND CLASS 1(4) [RESTORATION AND REHABILITATION OF DETERIORATED OR DAMAGED STRUCTURES TO MEET CURRENT STANDARDS OF PUBLIC HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION] OF CITY CEQA GUIDELINES AS WELL AS TO ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

AP Diaz _____ * M. Rudnick MR
H. Fujita _____ C. Santo Domingo _____
J. Kim _____ N. Williams _____

M. Slue
General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS:

- 1. Approve the proposed agreement between the Department of Recreation and Parks (RAP) and Growth Opportunities through Athletics, Learning & Service (GOALS), a California 501(c)3 nonprofit organization, substantially in the form attached hereto as Attachment 1 (Agreement), for a term of fifteen (15) years with one option to extend the term for five (5) years exercisable at the sole discretion of RAP, authorizing GOALS to repair, restore, operate, and maintain Camp Valcrest, located in the community Pearblossom, within the Angeles National Forest and unincorporated area of Los Angeles County of (Camp), subject to the approval of the Mayor, the City Council, and the City Attorney as to form;
2. Direct the RAP Planning, Maintenance, and Construction Branch (PMC) to work directly with GOALS to determine work priorities and coordinate the scheduling and scope of repairs and work necessary to restore the Camp for its future operation, including but not limited to the infrastructure, safety, and aesthetics of the Camp, as described by this Report and the Restoration Plan attached to the proposed Agreement as Exhibit C;

BOARD REPORT

PG. 2 NO. 22-026

3. Direct the RAP Camping Section to work with GOALS to plan and coordinate future programming at the Camp, pursuant to the Operations and Maintenance Plan included in the proposed Agreement as Exhibit D, including but not limited to the identification and recruitment of youth from underserved communities of the City of Los Angeles;
4. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Proposed Agreement to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), and to the City Attorney for review and approval as to form;
5. Determine that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [License to use an existing facility involving negligible or no expansion of previous use] and Class 1(4) [Restoration and rehabilitation of deteriorated or damaged structures to meet current standards of public health, safety and environmental protection] of City CEQA Guidelines as well as to Article 19, Section 15301 of California CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
6. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and
7. Authorize the Board President and Secretary to execute the Agreement subsequent to all necessary approvals; and
8. Authorize RAP staff to make technical corrections in order to carry out the Board's intent in approving this Report.

SUMMARY:

RAP is the steward to over 16,000 acres of parkland within the City of Los Angeles (City), consisting of over 400 park sites in every community from the Valley to the Pacific. Included within this inventory of parks and recreational facilities operated by RAP are five (5) wilderness camps located outside the City; Camp Seely (Crestline, CA 92325), Camp Radford (Angeles Oaks, CA 92305), Camp Decker (Malibu, CA 90265), Camp High Sierra (Mammoth Lakes, CA 93546), and Camp Valcrest (Pearblossom, CA 93553). RAP's operation of such camps dates back to the early 20th Century, opening Camp Seely in 1917. RAP wilderness camps have traditionally offered a wide range of recreational opportunities and a variety of camp accommodations and features.

Currently, only Camp Seely and Camp High Sierra are operating.

- Camp Radford has been closed since 1992, after sustaining seismic damage from the Landers Earthquake;
- Camp Valcrest, developed by the City from 1943 through 1953, has been closed since 2000, due primarily to water and well issues; and,
- Camp Decker has been closed since 2010, due to concerns related to water quality and sewer issues.

BOARD REPORT

PG. 3 NO. 22-026

In February of 2020, GOALS sent an unsolicited, written proposal to the RAP Real Estate and Asset Management Section, and RAP Camping Section, offering to repair, restore, operate, and maintain Camp Valcrest in the future for the benefit and enjoyment of underserved youth from financially challenged communities, at the sole cost and expense of GOALS (Proposal). The Proposal was initially reviewed and discussed internally among RAP staff from the Real Estate, Camping, Planning, and Partnership units. This was followed by a subsequent conference-call on March 18, 2020, with the Executive Director of GOALS, Mr. David Wilk, who had been referred to RAP by the National Forest Service (NFS) to discuss GOALS' vision for the Camp in the future. The Proposal was discussed in more detail, but no commitments were made regarding the Proposal, other than RAP to further discuss and consider the Proposal internally with input from Executive Management.

To provide the Board with a sense of staff's understanding and positive reaction during the conference call, the following are some highlights of staff's takeaways:

- GOALS is committed to the restoration, operation, and maintenance of the Camp at their sole expense, and at no cost to RAP;
- GOALS has the financial resources through existing funding sources and private sector contributors to fulfill their commitment of restoring Camp operations and providing free recreational programming for underserved youth, which is directly tied to the GOALS Mission;
- GOALS is committed to working cooperatively with RAP to serve the youth of Los Angeles, including but not limited to providing transportation to and from RAP Recreation Centers, in coordination with RAP Camping and Recreation staff;
- GOALS is aware of the deficiencies at the camp requiring repair and restoration, at least at the surface level pending further research, including but not limited to the condition of the water tanks and the level of other required infrastructure repairs and upgrades;
- GOALS is not only committed to the restoration and survival of the Camp, but also to the protection of the surrounding forest which suffered from fire in September of 2020, burning several small cabin structures and miles of surrounding vegetation, but spared the major portion of the Camp, including the main Lodge;;
- The repair and restoration of the water tanks will not only serve the Camp's operations, but will also be available to Los Angeles County Fire Departments (LACFD) and California Department of Forestry and Fire Protection (Cal-Fire) in the event of another forest fire;
- GOALS agreed to provide RAP with a comprehensive business plan that would include a detailed restoration plan and timeline, and an operations plan describing the level and types of youth programs contemplated for the Camp, and manner in which such programming would be delivered; and,
- Through its partnership with AmeriCorps volunteers, GOALS would be prepared to immediately begin assessing the property's condition to further determine the level of needed repairs and upgrades.

In June of 2020, subsequent to RAP's internal staff discussions regarding the Proposal and the information provided by GOALS during the conference-call, RAP agreed to accept GOALS' offer to further assess the property to begin determining the scope of work required to restore the Camp and its operations. RAP issued GOALS a Right of Entry Permit (ROE) on June 26, 2020, authorizing GOALS to assess the external features of the Camp and identify its repair needs, and

BOARD REPORT

PG. 4 NO. 22-026

report the same to RAP. The ROE also authorized GOALS to perform certain aesthetic and safety improvements to certain structures, walkways, and way-finding signs, externally on the surface only and at no cost to RAP through the GOALS Annual Summer of Service Program.

Camp Restoration and Repair Assessments. GOALS began their work at the Camp in July 2020, providing weekly reports to RAP on their assessment findings and completed repairs. Upon further internal staff discussions regarding the Proposal, including RAP Executive Management, and with consideration given to the good-faith work being performed by GOALS at the Camp at no cost to RAP, staff were authorized to continue discussions with GOALS regarding a possible long term agreement under which GOALS would assume full responsibility over the Camp, including associated expenses and liabilities, and subject to the Board's approval. GOALS was further authorized to assess the interior repair needs of the Camp's building structures, which revealed extensive damage caused by weather, animals (bears and critters), and vandalism which had occurred over years. A new ROE was issued to GOALS in September of 2020, allowing GOALS to perform needed repairs to stabilize and secure the buildings from external threats previously causing damage to the Camp. The ROE is due to expire in June of 2022, or upon execution of the proposed Agreement whichever occurs first.

It should be noted that if GOALS had not performed said repairs and safety improvements, the Camp would have otherwise remained in the previous dilapidated and uninhabitable condition, and continuing to be exposed to the elements of weather, forest critters and vandalism, further damaging the Camp. The assessment and repair work performed by GOALS continued from the summer of 2020 through the present.

In addition to the required repairs that RAP was already aware of, such as the water tanks and water distribution lines, GOALS has been able to identify numerous, additional Camp deficiencies, such as the septic system. Given there are no available architectural or infrastructure plans in RAP's possession other than a floor plan for the main lodge and large water tank plans, the property and facility assessment completed so far by GOALS has been performed through independent research on-line and through physical exploration at the Camp. Though primarily done at the surface level, such exploration was successful in revealing some valuable infrastructure information, such as for example identifying where the septic tanks and related systems are located, allowing GOALS to map out the entire system, allowing GOALS to make certain repairs toward bringing it back to working order. It appears that the septic system design, although installed decades ago, was developed under excellent specifications allowing it to be very salvageable.

Fortunately, such testing and exploration have been positive, not raising any red flags or areas of serious concern, such as with the identification of any conditions related to hazardous materials or their containment. Further exploration through more environmental testing conducted by appropriate agencies at GOALS's expense are in process for example, to determine if any hazardous materials exist in flooring materials or paint and determining her appropriate mitigation measure, such as encapsulation which is more cost effective in mitigating any environmental threats, as opposed to disturbing such materials through their removal and having to reconstruct the Camp feature.

BOARD REPORT

PG. 5 NO. 22-026

The Camp's electrical infrastructure appears reasonably sound, with the main electrical panels having been upgraded some time over the past decade. Although some of the electrical wiring within certain buildings appears outdated, replacement of such wiring appears straightforward. GOALS has discussed such upgrades with public utility agencies who have independently visited the Camp during fire inspection patrols and other visits in the course of their regular duties, and they have not expressed any concerns or provided any specific instructions other than pointing out the need for repair and/or maintenance of certain overhead power-lines. All future repairs, upgrades, and or replacements will be reviewed and discussed in advance of any work being performed, with RAP, the NFS, and any other applicable agency.

Staff Tour. On October 22, 2021, GOALS hosted several staff at the Camp from RAP's Planning, Special Operations, Camping, and Partnership units, and provided a tour of the facilities to show all the completed repairs and improvements, including but not limited to, installation of new concrete walkways and railing repairs, stairway repairs, window and door repair and replacement, and building wood-siding restoration and painting, certain septic tank and related system repairs, installation of solar-powered exterior lighting fixtures for security, and replacement of way-finding signage with all such upgrades performed within the same style and historical design in an effort to keep with the original appearance of the Camp. Staff were impressed with the completed improvements and progress made in assessing the Camp's future repair needs.

Three (3) Phase Project Plan, Scope of Repairs, and Facility Descriptions. As described in the Restoration Plan attached to the proposed Agreement as Exhibit C, and due to the magnitude, relative scale, and complexity of the restoration projects at the Camp, a three (3) phase approach has been formulated to address the broad variety of repairs and required improvements. The overall plan under a proposed three (3) to four (4) multi-year approach is to initially repair and improve the existing structures and surviving facilities incrementally so they're stable and secure, while also mapping the infrastructure of the Camp and planning for future major projects on an ongoing and parallel basis, which include but are not limited to the following:

A. Phase 1 (Summer 2020 to December 2022): Much of the Phase 1 work addressing the long-deferred maintenance of certain core-structures began in the Summer of 2020, under the GOALS Summer of Service Program. Many of the surface level, cosmetic and safety repairs and improvements are already completed. The following describes the completed work and remaining work required to restore the usability and occupancy of the structures:

- Utility Cabin – After removing an excessive amount of debris and refuse from in and around the structure, certain safety and security repairs were completed, such as, correcting exposed electrical circuits, adding dusk-to-dawn solar powered security lighting and protecting the structure from vandalism and ongoing damage from the elements with siding repair, painting, new door installation and window protections.
- Small Concrete Cabin – This Cabin is speculated to have been previously used for the storage of flammable or hazardous materials and supplies. The Cabin has been secured to prevent vandalism with a custom-built door and paint, and also including solar powered security lighting.

BOARD REPORT

PG. 6

NO. 22-026

- Work Shop - This structure was designed to house tools and various supplies for the ongoing maintenance of the Camp. This structure also has new doors, paint, and security lighting, but also has a new stabilized exterior deck allowing for easier and safer access and maneuverability.
- Caretaker Cabin – There have been a significant number of safety and security improvements performed to this 1,000 square foot structure, which had a host of dangerous deferred maintenance matters, with some involving the structure itself, as well as plumbing and electrical issues. The building had been accessed by snakes and a variety of other animals for many years, which access points have all been permanently corrected. This building received a significant amount of attention from GOALS, putting an end to potential future deterioration. Window and siding improvements were installed to the building's exterior, including six (6) coats of paint on the new siding and repair of the building overhang connecting it with the Work Shop.
- Boys/Men's Outhouse – This is a small three (3) pit toilet-stall restroom building. Privacy doors have been installed to the interior stalls, and the repairs to the exterior walls which had rotted were performed with new siding, paint, trim and concrete foundation work which have all restored the appearance of this prominently located structure.
- Canteen Cabin – This small structure seemingly served previously as a food and snack distribution spot to supplement the kitchen in the main Camp Lodge when the camp was operable two (2) decades ago. Repairs to this structure have not been performed, as additional study and engineering assessment work is required due to identified structural issues. Although there appears to be some foundation shifting, it is believed that this structure can be salvaged (rebuilt) and not demolished. GOALS has ample experience in saving small structures that have experienced such deterioration.
- Small Shed Cabin – A dilapidated, small, fifty (50) square foot storage shed in dire need of repair has been converted into a small, single-shower building with a small twenty (20) gallon refillable water tank. This shower has been used by GOALS volunteers while working on the Camp under the Summer of Service Program.
- Camp Lodge – Measuring approximately 2,500 square feet, this two (2) story building is the largest structure at the Camp, excluding the massive roof-damaged concrete water tank. This building includes a multipurpose room, six (6) small rooms for staff lodging, a large commercial kitchen and eating area for approximately forty (40) to fifty (50) persons. There is also an outside, concrete deck with surviving table and benches for outdoor barbeques and eating. Other than some cosmetic improvements to exterior deck railings have been completed to give the building a "lived-in" face on the Camp, no significant repair work has been performed to this structure yet, but preliminary assessments indicate that the Lodge will require a substantial amount of deferred maintenance corrections and repairs to flooring, lighting, exterior siding, and paint. Further assessments will be required to determine plumbing, refrigeration, ventilation, and kitchen needs. Restroom fixtures have already been determined to need replacement. There's an ADA elevator as well leading to and from the kitchen and multipurpose room, which will need to be thoroughly studied in order to determine the elevator's operating requirements. Though it appears

BOARD REPORT

PG. 7 NO. 22-026

structurally sound, the building's exterior will also require further assessment. Exterior siding will need to be resealed and appropriately caulked, and in most areas repainted. Exterior doors need to be repaired and reset or potentially replaced, and a long exterior staircase requires strengthening from top to bottom. The hot water system must be tested and repaired as needed or replaced. The roof had already been replaced previously by RAP, what appears to be approximately a decade ago. However, wind has blown off some of the new tiles in certain areas which will require some level of repair. A crucial task will be to repair and replace as needed, the Lodge's rain-gutter system which is not set properly and should be replaced with covered gutters to safely carry off water and snow. Although there may not be any devastating repair or maintenance issue, the collection of all identified deficiencies along with consideration given to the size of the building and required additional assessments, the cost of all such work once determined, may amount to a cost well into a six (6) figure range, which will be the most costly part of the Phase 1 focus.

- Girls/Women's Outhouse - This is a relatively small restroom structure with two (2) toilets, which has been badly weathered which prompted GOALS to make some basic, minor siding and framing improvements, again, to give the Camp a lived-in face in an attempt to deter passer-byers and/or vandals from trying to access any of the structures or hang out. Additional required work would be to paint the small building inside and out, installation of a water foot-pump hand washing station, and new flooring inside. There was once power to the structure, but has been disconnected for safety purposes. Future lighting needs will be addressed with solar lighting technology.
- Apache Dormitory Cabin – This is a large residential cabin with its own septic system, bathroom, and sizable living quarters, which can potentially host twelve (12) to fifteen (15) campers comfortably under current standards. Under old camping guidelines, this building may have accommodated up to twenty (20) campers. Current standards have reduced such occupancy for health and safety reasons. The plumbing access for this building is excellent. There has been some repair work performed by GOALS, such rebuilding the three (3) stairway access points, along with window and door repairs to improve its security to prevent access by vandals. Other than some modest interior work, such as the replacement of bathroom fixtures, and with the identification of existing propane, electrical, and water delivery systems, the requirements to restore the functionality of this building is relatively straightforward and cost-efficient, allowing it to be the initial residential cabin for Camp use by youth.
- Railings, Staircases and Walkways - In addition to the structure and building repair and restoration work described above, GOALS has also repaired several safety railings along trails and walkways, as well as performing the repair and restoration of certain staircases and walkways.
- Water Tanks and Systems. There are three (3) large water tanks present at the camp, which were previously used to not only supply the Camp but also for use by fire agencies in combating forest fires in the area. The largest is made of concrete and the other two (2) of stainless steel. Although water is the most crucial component to the Camp's restoration in order to reestablish its operations, the condition of the existing tanks is not

BOARD REPORT

PG. 8

NO. 22-026

the determining factor. The water situation at the Camp is basically a mixture of knowns and unknowns. The three (3) tanks are of various sizes and range in their stages of disrepair and ruin. There's currently an existing flow of water from one currently operative tank to the Camp Lodge and a small cabin, but the other two do not. There is no working supply of water from the Camp, through a well or any other natural source that may have existed when the Camp was first developed. There is an old pump station that is not working, though it is accessible and will be assessed. Given the previously known water issues, which include contamination due to high levels of arsenic and uranium, it appears water had been trucked in when water was present at the Camp, and pumped into one of the two (2) steel tanks, which are both currently in need of significant repair and internal recoating in order to ensure a stable water holding and distribution source. It is estimated that it would cost \$20,000.00, to \$30,000.00, to restore the steel tanks. As done before, trucking in water would be a viable option for GOALS in order to operate the Camp initially at a modest level. The concrete tank is the largest and oldest. Restoring the tanks would not only benefit the Camp and be more cost-efficient in the long-term, but would also be a valuable resource for fire fighters in the event of a fire event in the area. GOALS already had the tanks inspected by a certified professional which yielded mixed assessments, including fully repairing the concrete tank at a six (6) figure cost, relining both steel tanks, re-plumbing of the Camp's entire system of outlets and valves, and the networking of all three tanks through the existing utility cabin which has already been cleaned out repaired and secured. The water source issue will require extensive discussion among RAP, GOALS, and the NFS, as certain existing or potential resources may be available through the NFS.

In addition to the above, Phase 1 will include all infrastructure follow-up work and assessments, and related actions taken as needed, subject to coordination with and approval by RAP. Not all repairs may be required for a modest, initial opening of the Camp, and certainly not for ongoing service-work efforts within the Camp and/or forest. The determination of future Camp repair and restoration needs will be performed concurrently with the completion of the remaining work to the buildings described above.

B. Phase 2 (January to December 2023): The second Project phase is intended to focus on repairing and securing the remaining residential cabins so they are usable as dormitory cabins and/or activity cabins where certain indoor Camp programming can be accommodated. There are two (2) existing dormitory cabins, the "Mohawk" and "Cree" Cabins located east of the Camp Lodge and main Camp road, which can each accommodate ten (10) to twelve (12) youth occupants pursuant to current Camping guidelines. Both cabins require interior and exterior maintenance and repair, but in similar fashion as their sister cabin described under Phase 1, the Apache Cabin, needed repairs and improvements to these two cabins seem to be basic and straightforward. Additionally, there are three (3) other smaller "summer" cabins to be addressed under Phase 2, which are of primitive design and consisting of approximately 400 square feet in size. The cabins are survivors of the "Station Fire" that destroyed eight (8) other similar cabins nearby, leaving only the concrete pads. Due to the relatively small size and primitive design, GOALS considers the repair and upgrade costs to be relatively modest in the range of \$10,000.00 to \$15,000.00 each. Although it appears that at one time these structures were previously powered by overhead electrical lines, GOALS is viewing these structures as good candidates for a small array of solar-powered lighting to address minimal

BOARD REPORT

PG. 9

NO. 22-026

electrical needs. Goals considers these small structures as Camp environmental/nature education and activity cabins, hosting classes, story-time, outdoor preparation stations, and other Camp activities on a rotating basis. Further down the Camp road, lower on the Camp terrain below the cabins, exist a small volleyball court, a dilapidated fire circle/amphitheater, archery range location, make-shift basketball court, small baseball field, and two (2) dilapidated trail/walkway bridges, which will all be further assessed and restored if deemed viable and appropriate.

As previously stated, the Camp's infrastructure needs will continue to be assessed and addressed commensurate with the Camp occupancy and buildings bring brought "on-line" during Phase 2.

- C. Phase 3 (January to December 2024):** With ongoing studies and assessments occurring under Phase 1 and Phase 2, the final Project phase (#3) will address the most challenging aspects of the surviving Camp structures; the significantly deteriorated pool, pool-house and pool-outhouse, and a cluster of an additional five (5) small summer cabins identical to those described under Phase 2, but in much worse condition. These structures are badly neglected, in a very low elevation, and are relatively far away from the core Camp structures, making them less of a priority. A possible use of these cabins once restored further in the future when the Camp is operational, may be to use these structures as a base camp under a Summer of Service excursion for young adults enrolled in the Summer Cadets Program, to support the Camp and the surrounding forest for approximately ten (10) weeks, providing work development, environmental education, and forest conservation opportunities.

Water, Sanitation, Propane, and Electrical Systems. In order for Camp Valcrest to be fully operable, repairs, modifications, and improvements will need to be performed to the various infrastructure systems at the Camp in various levels depending on the system and existing condition. Preliminary surface level assessments have been performed by GOALS at the Camp, including a review of available plans provided by RAP and independent research conducted by GOALS through the internet and public records. GOALS has assured RAP that all required studies and tests will be performed by certified professional when warranted, and required licenses and/or permits obtained, and inspections performed as required in compliance with all applicable regulations, codes, and laws.

- **Water System:** Water will be distributed from one or two, potentially three existing water tanks once repaired and operable. The source to fill the tanks may be a combination of water delivered by a reputable potable water supply company, water sourced under contract with the NFS and/or water pumped from a well on-site if deemed viable. Water sampling will be conducted on a quarterly basis for bacteriological contamination and nitrites pursuant to Los Angeles County Environmental Health Department directives, and sent to the Antelope Valley-East Kern Water Agency (Palmdale 93551). Should any contamination be identified, corrective and/or alternate operating measures will be implemented.
- **Sanitation Systems:** High standards for sanitation at the Camp will be established to provide a safe and clean Camp and camping experience. Effective sanitation procedures will involve appropriate septic system monitoring and maintenance, garbage and rubbish

BOARD REPORT

PG. 10 NO. 22-026

disposal, regular cleaning of the kitchen, dining hall, bathrooms, staff and guest cabins, and activity areas.

- Propane System: The Camp Lodge, Dormitory Cabins (3), and Caretaker Cabin are heated through the distribution and combustion of liquid propane. A large propane tank is situated near the Camp's main entrance which distributes the propane through a network of pipes to the five (5) principal structures referenced above. The propane tanks and system will be inspected, certified, and serviced under contract with the Ferrellgas Company (Beaumont 92223).
- Electrical System: Electricity at the Camp is supplied by Southern California Edison Company (SCE). As stated above, certain parts of the electrical system is in need of repair and improvement, and certain other parts are in good working order. As needed. Solar-powered lighting and other systems will be implemented to supplement and/or replace the certain existing electrical components. All electrical repairs or modifications will be performed by certified professionals. Should the main power supply provided by SCE be interrupted, Camp Valcrest has two (2) emergency generators that can be used to provide temporary power to the Main Lodge and Caretaker Cabin. Again, the Camp already has been provided with a series of solar-powered lighting installations at various locations throughout the Camp, at present primarily for security purposes.

Camp Programming and Recreational Activities. The primary objective in restoring the Camp is to reestablish its operation for the benefit and enjoyment of underserved youth from financially challenged communities and/or households, who would otherwise not have the opportunity to experience a week or weekend-long adventure in the wilderness. Given RAP's Mission "*to enhance the quality of life in Los Angeles by providing attractive, safe and well-maintained parks with diverse opportunities to serve and enrich every community*", the proposed agreement between RAP and GOALS, whose Mission is "*to organize and sustain free long-term development of under-served children in distressed communities through comprehensive after-school initiatives which build self-esteem, strong values, and social skills*", will work to fulfill each agency's Mission through a complimentary partnership focused at enhancing and developing the lives of underserved inner-city youth through the provision of extraordinary recreational and developmental opportunities in a wilderness environment that cannot be duplicated in an urban setting or facility. Further, as a conversation starter, GOALS has prepared for RAP's consideration and input, a draft mission statement for Camp Valcrest; "*to provide urban youth a barrier free opportunity to experience and appreciate the forest environment, and through that positive and healthy experience, to expand personal outlooks and horizons*". RAP Staff will work with GOALS to fine tune the statement if needed, to develop a mutually acceptable Camp Valcrest Mission Statement.

The Camp was originally developed from 1943 through 1953, by the City of Los Angeles through the Los Angeles Police Department. It was then operated as an organization camp geared towards providing urban youth with opportunities to enjoy the wonders of nature through a forest camping experience. RAP and GOALS, through the proposed Agreement, have the same objective, but not as a rental camp for outside organizations to use and program independently, as other camps in the area are presently operated. Under the proposed Agreement, GOALS will be the primary operator of the Camp, responsible for programming, maintenance, repair, and

BOARD REPORT

PG. 11 NO. 22-026

sustainability, including all associated costs. RAP will have a support and oversight role, providing input as needed regarding repairs, infrastructure, maintenance, programming, and any other matters that may arise requiring RAP's assistance. The plan between RAP and GOALS is to cooperatively populate the Camp with youth from Los Angeles and RAP recreation centers in conjunction with GOALS existing population of youth enrolled in GOALS' existing programs.

Although GOALS is committed to promote and market the Camp through available avenues (social media, website, advertising, etc.) in an effort to recruit urban youth participation at the Camp, and is also committed to transporting youth from RAP recreation centers (RAP Youth) in coordination with RAP, the bulk of the responsibility to recruit and schedule RAP youth will be with RAP. The RAP Recreational Services Branch and Camping Section will work to identify the RAP recreation centers to be considered for participation and will provide the opportunity for youth from those Centers to register for participation at the Camp. This process will be closely coordinated between RAP and GOALS. Pursuant to the terms of the proposed Agreement, GOALS shall ensure that, in each year of its program at the Camp, no less than 50% of all GOALS program participation shall be composed of RAP Youth if sufficient demand for such participation exists as requested by RAP, and that in any event, GOALS shall use its best efforts to expand and focus the participation in its program to youths in the City of Los Angeles. In addition, RAP has the option to use the Camp for up to three (3) weekends (Friday to Sunday) each calendar year in late Spring or early Fall, when GOALS is not operating the PROGRAM, allowing RAP to provide camp opportunities for RAP's own summer camp and after-school programs.

The proposed term of the Agreement is fifteen (15) years with one five (5) year option to extend the Agreement exercisable at the sole discretion of RAP.

Camp Staff. Under the leadership of Executive Director, David Wilk, GOALS plans to employ both full-time and part-time employees, who will be supported by volunteers from AmeriCorps, other agencies, and universities, to operate and maintain the Camp on a year-round basis. The specific positions and responsibilities are described by Exhibit E of the proposed Agreement.

Program Types. Aligned with RAP's program participation policies, GOALS also does not discriminate on the basis of race, color, national origin, age, disability, religion, sexual orientation, or political beliefs. The basic type of programming currently being contemplated by RAP and GOALS, subject to modification through ongoing discussion and coordination, consist of the following:

- Week-long and periodic weekend free camping opportunities for urban youth which will peak in the summer months, but continuously operating all year-round, weather permitting, which would be open to RAP Recreation Center participation coordinated between GOALS and the RAP Recreational Services Branch.
- RAP Recreation Center Program periodic implementation, independently sponsored and operated by RAP in coordination with GOALS. RAP will maintain the option to access and use the Camp under a prescheduled basis with GOALS, to operate RAP camping programs through the RAP Camping Section.
- Seasonal Programs and Opportunities in collaboration with the NFS focused on teaching

BOARD REPORT

PG. 12 NO. 22-026

forestry and camp maintenance skills, deploying older teens and young adults in an effort to support the sustainability of the Camp and surrounding forest.

Seasonal Operating Schedule. Once fully operational, Camp Valcrest will operate year-round, as permitted by weather and other natural conditions. The following describes in general what will occur during each season of the year:

- Winter: January through March is the main winter season at the Camp, with access significantly impacted with the potential for impassable road conditions on Angeles Crest Highway. Winter storms can produce anywhere from a few inches to more than two (2) feet of snow. As long as the Camp is accessible, the beauty of the winter season will create opportunities for playing in the snow, sledding, and other indoor and outdoor educational and recreational activities.
- Spring: April through early June is the spring season at the Camp, and with the weather warming and the snow melted or melting, seasonal grasses, flowers, and bushes begin to bloom, allowing for activities at the Camp to resume. During this season, “mini-camps” are contemplated, for a few days and/or possibly up to one week for small groups when schools are off for spring break. This time would also serve as a lead in period for the upcoming summer period which will be the Camp’s peak season. Spring time will be when GOALS Summer Cadet and AmeriCorps volunteers will be qualified and trained by GOALS coaches and workforce training leaders, again, in preparation for the Camp’s summer season. The spring will also be the time to perform any repairs or needed upgrades to the Camp after enduring the winter season, which can be severe at such elevation.
- Summer: As stated above, the summer will be the Camp’s peak period of occupancy and activities from mid-June through the end of August. The plan for the summer season is to host various cohort groups of youth ranging in size from approximately 24 to 40 campers each for week-long camping experiences.
- Fall: During the fall season from late September to December, the mountain weather begins to cool, generating some of the most beautiful weather of the year. Weekend-cohort groups will be at the Camp from October through December, with possible social holidays events planned for youth with special needs or extreme household financial challenges (orphan, foster, or homeless children, and youth with special needs). As part of the ongoing maintenance of the Camp, this period will also be used, again, to shore up any needed Camp repairs and ensuring that all Camp facilities are secure and ready to survive upcoming potential winter storms which are very common to this area and can be harsh.

Camp Activities. GOALS and RAP have discussed and are planning a variety of Camp activities for the full week-long Camp sessions, along with condensed versions offered during the periodic mini-camp sessions. The following are examples of the certain types of programming activities being contemplated for the Camp:

- Safety Talks: Daily communication of safety guidelines provided to the campers to assure

BOARD REPORT

PG. 13 NO. 22-026

they are well understood and followed.

- Outdoor Recreation: Healthy daily beginner-hiking excursions lead by camp counselors for cohort groups to experience the beauty of the forest while getting some exercise; team sports-play (ie. kickball, softball, field hockey, Olympic handball, archery and horseshoes), with an emphasis on non-competitive fun intended to build camaraderie and promote the need for healthy physical activity. Certain sports activities, such as archery, will be provided in accordance with appropriate ages, abilities, and attitudes;
- Learn by Doing Activities: Adaptive science projects using arts and crafts, with certain time periods set for rotating sessions among the camper cohort groups.
- Environmental Education Sessions: Lessons on environmental awareness through introductions to the national forests in the United States; featured introduction to the Angeles National Forest; introduction to native plants and trees, water and weather aspects of forests; and presentations on various animals.
- Forest Field Trips: Featured bus-trip excursions sponsored by GOALS to select forest sites, such as the nearby Chilao Nature Center in coordination with the NFS; the historic Mount Wilson Observatory; and one of the forest dams which can be a conduit to a discussion on water conservation.
- Forest Service Basics: An introduction and reinforcement of basic forest conservation and service concepts for the older youth, focusing on topics such as caring for native plants and learning how to plant and nurture native seedlings to assist with reforestation programs and initiatives.
- Evening Camp Camaraderie Gathering: Coupled with a nutritious camping dinner, an evening gathering of campers to share the day's earlier experiences, socialize, and have fun enjoying additional camp activities such as, sing-alongs, Karaoke, story-time, star gazing, camp talent-time, closing day counselor comments and instructions, a full group rendition of the Camp Valcrest theme song, then settling in and preparing for the next day.

Camp Safety and Emergency Protocols. GOALS and RAP are committed to the safety and well-being of not only the camper-youth participating in the Camp Program, but also for the staff, volunteers, and the Camp itself. Included in the GOALS Operations Plan attached to the proposed Agreement as Exhibit D, is a comprehensive Emergency Procedures Plan addressing the following in response to an emergency event at the Camp or surrounding areas:

- Emergency Contact Information: A listing of GOALS administrative and Camp-assigned staff and various agency offices in the area including for example, local Sherriff's Departments, Search and Rescue, local fire stations, NFS Forest Dispatch, Fish & Game, and others.
- Fire Emergency/Disaster Plan: Instructions on who to notify and what to do if a fire or disaster occurs.

BOARD REPORT

PG. 14 NO. 22-026

- Medical Emergencies: Procedures for responding to an injury or other occurrence requiring medical attention.
- Missing Person Procedure: Procedures for confirming if someone is actually missing and how to respond.
- Natural Occurrences: Information and procedures on how to avoid and respond to natural emergencies, particularly lightning and earthquakes.
- Additional Protocols and Responses: In addition to the above, GOALS has included in its Emergency Plan, how other matters relating will be addressed such as, hazardous materials, firearms, intruders, supervision, child abuse, and incident notification procedures.

With the Board's approval of the proposed Agreement, GOALS will be authorized to proceed with expanded due diligence through further in-depth studies, physical assessments, and tests to further determine in more specific details what repairs and improvements are required, including associated costs, what technical and/or environmental requirements will need to be adhered to and/or satisfied, in order to restore the Camp and resume operations. Without the proposed Agreement and the massive commitment and undertaking that GOALS is prepared to accept and fund at their own expense, RAP would remain responsible for the Camp under specific terms and conditions contained in the new NFS Special Permit (NFS Permit) recently issued to RAP, replacing the previous 1959 now expired permit. Details of the new NFS Permit are discussed in a separate Report for the Board's consideration recommending the Board's approval of the Permit. It should be noted that if RAP is solely responsible for the Camp, without GOALS's involvement, RAP will be responsible for funding the remaining required repairs and improvements, which will likely entail significant costs, and eventually operate and maintain the Camp. If RAP is unable to fund the required repairs and improvements, and/or is unable to operate and maintain the Camp in the future, RAP may run the risk of having to relinquish the Camp back to the NFS in accordance with the terms and conditions of the NFS Permits. Should such loss of the Camp occur, NFS may then assign the Camp to GOALS or another operator, with no guarantee that youth from RAP recreation centers will be served at all.

For the above reasons, staff recommends approval of the proposed Agreement with GOALS.

ENVIRONMENTAL IMPACT:

The proposed Board action consists of issuance of a license to use an existing facility involving negligible or no expansion of previous use and restoration and rehabilitation of deteriorated or damaged structures to meet current standards of public health, safety and environmental protection.

This site of Camp Valcrest is not within a coastal, methane, or historic zone, but is located in the Angeles National Forest, an environmental resource of critical concern. The Agreement, however, includes provisions that prevent adverse effect on environmental resource of hazardous or critical concern and subjects any future project that could have cumulative impact on the environment to

BOARD REPORT

PG. 15 NO. 22-026

additional review. As of January 12, 2022, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) has not listed the Project site or any contaminated sites near the Project area (within 500 feet). According to the Caltrans Scenic Highway Map, the Angeles Crest Highway that leads to the camp is listed as a State Scenic Highway since March 1971, but the implementation of this Agreement is not going to result in damage to scenic resources, including but not limited to trees, historic buildings, rock outcroppings, or similar resources, within the highway route. Furthermore, the project is not located in proximity of a known historical resource and will not cause a substantial adverse change in the significance of any historical resource.

Based on this information, staff recommends the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) and Class 1(4) of City CEQA Guidelines as well as to Article 19, Section 15301 of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

Even though the proposed Agreement includes provisions that limit the significance of the environmental impact of the initial phase of Camp Valcrest renovation, at this time there is not enough information to assess the overall environmental impact of the complete renovation of the Camp. The proposed Agreement, however, includes provisions that commit GOALS to submit plans of the complete renovation and future activities to RAP. Staff will evaluate the environmental effects of such plans and projects when they will become available and submit them to the Board for further approval.

FISCAL IMPACT:

The proposed Agreement will have no adverse impact on RAP's General Fund as costs and expenses associated with the restoration, repair, operation, and maintenance of the Camp and associated Program will be the responsibility of GOALS, at no cost to the City.

STRATEGIC PLAN INITIATIVES AND GOALS

Goal No. 2: Offer Affordable & Equitable Recreational Programming

Outcome No. 1: Improved health and social equity for young Angelenos

This Report was prepared by Joel Alvarez, Senior Management Analyst, Partnership Section.

LIST OF ATTACHMENTS

- 1) Proposed Agreement

SUBLICENSE AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
GROWTH OPPORTUNITIES THROUGH
ATHLETICS, LEARNING AND SERVICE (GOALS)
TO REDEVELOP AND MAINTAIN CAMP VALCREST
AND OPERATE A YOUTH SUMMER CAMP PROGRAM

This Sublicense Agreement (“AGREEMENT”) is entered into as of _____, 2021, (“EXECUTION DATE”) by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“CITY”), and Growth Opportunities through Athletics, Learning and Service (GOALS) (“ORGANIZATION” or “CONTRACTOR”), a California based 501(c)(3) non-profit corporation. CITY and ORGANIZATION may be referred to herein individually as “PARTY”, or collectively as “PARTIES”.

WHEREAS, the United States Federal Government, through its Department of Agriculture, Forest Service (“FOREST SERVICE”), owns real property of approximately ten (10) acres in the Angeles National Forest of California, commonly referred to as “Camp Valcrest” (“the CAMP”), located directly off Angeles Crest Highway (Route 2, Mile Marker 53.03), near the community of Pear Blossom, approximately midway between the communities of La Canada and Wrightwood, as described by the Site Map attached hereto and incorporated herein by reference as Exhibit A; and,

WHEREAS, CITY, through its Department of Recreation and Parks (RAP), has jurisdiction over the CAMP, which consists of twenty-five(25) structures constructed in the 1940’s and 1950’s by the City of Los Angeles through RAP, with approval by the FOREST SERVICE through a Special Use Permit dated December 11, 1959 (“ORIGINAL LICENSE”) for the operation of a summer camp program for youth; and,

WHEREAS, the CAMP has been closed for over twenty (20) years due to interruptions in the CAMP’s water supply, requiring structural and infrastructure repairs and mitigation of environmental issues, coupled with the lack of RAP financial resources to redevelop and operate the CAMP located outside of the City of Los Angeles, and RAP has been unable to restore operations at the CAMP as may be contemplated under the terms and conditions of the ORIGINAL LICENSE; and,

WHEREAS, ORGANIZATION, which is headquartered in the City of Anaheim, California and whose mission is to organize and sustain free long-term development of under-served children in distressed communities through comprehensive after-school initiatives which build self-esteem, strong values, and social skills, has proposed to renovate and redevelop the CAMP at the ORGANIZATION’s sole cost and expense, and no cost to RAP with the objective of restoring the CAMP’s operation for the benefit of inner-city youth from disenfranchised and neglected communities by providing them with a free wilderness experience that they would otherwise not have the opportunity to enjoy (“PROPOSAL”); and,

WHEREAS, the ORGANIZATION, in good faith as a public service, performed certain repairs at the CAMP during the summer of 2020 with RAP's approval and in conformance with Los Angeles County Department of Public Health Covid-19 guidelines and protocols, consisting of various structural, aesthetic, and safety improvements to the various buildings, structures, and grounds at the CAMP, including but not limited to the restoration and repair of exterior walls, windows, stairways and walkways, way-finding signage, storage areas, and other ancillary amenities; and,

WHEREAS, subsequent to RAP receiving the PROPOSAL, RAP initiated discussions with the FOREST SERVICE regarding their review and consideration of the PROPOSAL, which resulted in the FOREST SERVICE expressing their support for the PROPOSAL and consideration for the issuance of an updated Special Use Permit to RAP, for its continued jurisdiction and responsibility over the CAMP; and,

WHEREAS, on August 13, 2021, the FOREST SERVICE issued RAP a new Special Use Permit to continue utilizing the CAMP under updated terms and conditions for a term of twenty (20) years, attached hereto and incorporated herein as Exhibit B ("NEW LICENSE"), and authorizing RAP to sublicense the CAMP to the ORGANIZATION pursuant to the terms and conditions of this AGREEMENT; and

WHEREAS, the terms and conditions of the NEW LICENSE grant authority to RAP to sublicense the CAMP to another entity for its use in accordance with the requirements of the NEW LICENSE, which stipulates that the CAMP must be used solely for the purpose of providing recreational opportunities for youth through wilderness camp experiences; and,

WHEREAS, ORGANIZATION engages in youth development initiatives that combine after-school, team oriented, athletics, academic sessions, and community projects to assist government and school agencies, and the public, with sub-major and minor facility development, repair, and enhancements, along with community clean-up and upgrade activities, which all work in conjunction to develop youth in a positive, productive manner through job training, leadership training, career counseling, and community service; and,

WHEREAS, ORGANIZATION provides such program opportunities for youth at no cost to the participant, and at no cost to the entity receiving the benefit of the services provided by the ORGANIZATION's programming (ie. government and school agencies, and the public); and,

WHEREAS, ORGANIZATION desires under a long term sublicense agreement with RAP to allow the ORGANIZATION to renovate, restore, and redevelop the CAMP at no cost to RAP, pursuant to the Camp Restoration Plan, attached hereto and incorporated herein by reference as Exhibit C, and utilize the CAMP to provide free recreational camp opportunities for underserved youth, primarily from the City of Los Angeles and GOALS existing programming, subject to coordination with the RAP Camping Section and Regional Recreational Services Divisions, through the PROGRAM provided by GOALS

in accordance with the Camp Operations Plan attached hereto and incorporated herein by reference as Exhibit D (“PROGRAM”); and,

WHEREAS, RAP is amenable to authorizing such use of the CAMP, pursuant to the terms and conditions of this AGREEMENT and in accordance with the NEW LICENSE; and,

WHEREAS, CITY, through its Board of Recreation and Park Commissioners (“BOARD”), has approved this AGREEMENT at the BOARD meeting held on date , 2021, (Board Report No. XX-XXX), allowing for the restoration and operation of the PROGRAM at the CAMP, as described herein.

NOW THEREFORE, in consideration of the foregoing, the anticipated benefits to the public, and the terms and conditions set forth herein, and the performance thereof, PARTIES hereby agree as follows:

1. Sublicense to ORGANIZATION and CAMP Description.

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to the ORGANIZATION through this AGREEMENT, use of the CAMP for its restoration as described by said Restoration Plan attached hereto as Exhibit C, and the operation of the PROGRAM as described herein by the Operations Plan attached hereto as Exhibit D, which shall be performed by ORGANIZATION at its sole cost and expense. RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the restoration of the CAMP or operation of the PROGRAM.

The CAMP is on land owned by the FOREST SERVICE and under the jurisdiction of RAP, located directly off Angeles Crest Highway (Route 2. Mile Marker 53.03), near “Pear Blossom”, California, in the Angeles National Forest between the communities of Pasadena and Wrightwood, as depicted by the general Site Plan attached hereto as Exhibit A. The CAMP includes twenty-five (25) building and utility structures, including the following:

- Main Lodge with small staff rooms and kitchen, with large Outdoor Picnic Plaza;
- Three (3) large Dormitory Cabins and eight (8) Small Cabins;
- Small Residence (manager/caretaker lodging);
- Workshop Cabin,
- Small Concrete Utility Shed
- Pool House and Locker Facility with a non-operational outdoor pool;
- Outdoor Amphetheater;
- Boys Outhouse and Girls Outhouse;
- Canteen Shed;
- Water Tank Cabin;
- Large Water Tank - 100,000 gallon concrete structure; and,
- Two (2) Small Water Tanks - 20,000 gallon steel structures.

2. Term and Termination.

The term of this AGREEMENT (for ease of reference, shall be referred to herein as “TERM”) shall be **fifteen (15) years from the EXECUTION DATE, with one 5-year option to extend** at the sole discretion of the RAP General Manager or designee, with consideration to extend based on the ORGANIZATION’s adherence to the terms and conditions of this AGREEMENT, performance of the ORGANIZATION’s obligations under this AGREEMENT, as related to the restoration of the CAMP and operation of the PROGRAM, and the success of the PROGRAM (as determined by RAP) during the TERM of this AGREEMENT. RAP’s determination to extend the TERM shall be made reasonably based on the ORGANIZATION’S positive achievements, the sustained operation and maintenance of the CAMP, issues regarding the New License, and any circumstance related to use of the CAMP which may reasonably determine RAP’s use of the CAMP for other than the PROGRAM.

- a. Commencement and Expiration. This AGREEMENT shall take effect on the EXECUTION DATE above, and shall end upon the expiration of the TERM.
- b. Termination. In addition to the CITY’s right to terminate this AGREEMENT for an uncured breach or default as set forth in Section 15, CITY and ORGANIZATION may terminate this AGREEMENT upon written notice of termination given to the other party no less than sixty (60) days prior to the date of termination. Further, City may immediately terminate this AGREEMENT in the event ORGANIZATION ceases to operate as defined below.
- c. Cease to Operate. The phrase “ceases to operate” shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION’s corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in ORGANIZATION’s purposes or function as contained in ORGANIZATION’s corporate charter or grant of non-profit status (“Stated Purposes”); (iii) a material change in the delivery of services by ORGANIZATION from that described herein; or (iv) the failure of ORGANIZATION to use the CAMP for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the CAMP, or for reasons beyond ORGANIZATION’s control. Under such circumstances, ORGANIZATION shall immediately cease and desist from all use of the CAMP, and this AGREEMENT shall be deemed terminated upon ORGANIZATION’s receipt of such notification of immediate termination from RAP.

3. Access to CAMP.

The ORGANIZATION and any authorized third-party associated with the ORGANIZATION’s PROGRAM at the CAMP, or performing work at the CAMP,

shall abide by the terms and conditions expressed in this AGREEMENT and shall cooperate fully with RAP and its employees in the performance of their duties. Any third-party participating in the PROGRAM or performing any work shall be supervised by ORGANIZATION at all times while such party is present at the CAMP. RAP Camping Section staff described in Section 16 herein, shall be notified in writing (email suffices) of such third-party activities no less than seven (7) days in advance of such entity accessing the CAMP.

Authorized representatives, agents and employees of CITY will have the right to enter the CAMP for purposes of fulfilling normal duties, and performing inspections or in response to emergencies. RAP shall make a reasonable effort to provide the ORGANIZATION with three (3) days prior notice under normal circumstances. However, no such advance notice by RAP to ORGANIZATION shall be required in the case of an emergency. Should a governmental body with jurisdiction over the CAMP and/or the CITY or RAP determine that a certain activity, or all of the activities, conducted at the CAMP are material threats to public safety, as may be determined by the CITY, CITY may immediately suspend and/or terminate ORGANIZATION's right to conduct such activities at the CAMP by providing written notice to ORGANIZATION of such immediate suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time CITY shall promptly provide written notice to the ORGANIZATION of the same.

4. Permitted Uses and Use Restrictions.

ORGANIZATION shall not expand and/or change the scope of PERMITTED USES set forth in this Section and Exhibits C and D without the prior written approval and consent of RAP, which may require approval of the BOARD, contingent upon the scope and nature of the change, through an amendment to this AGREEMENT.

ORGANIZATION is authorized to use the CAMP in accordance with the following conditions, and in accordance with Exhibits C and D:

- a. ORGANIZATION shall perform repairs and upgrades as deemed necessary and approved by RAP for the operation and maintenance of the CAMP, as described herein by the Restoration Plan attached as Exhibit C. In accordance with this AGREEMENT, the ORGANIZATION agrees that all costs and related expenses associated with the restoration of the CAMP as described herein shall be assumed wholly and solely by the ORGANIZATION.
- b. ORGANIZATION shall operate the PROGRAM at no cost to participants and RAP, including but not limited to the provision of transportation to and from the CAMP for certain PROGRAM participants who would otherwise not be able to travel to the CAMP, in accordance with the PROGRAM Operations Plan attached hereto as Exhibit D. ORGANIZATION shall be responsible for all costs related to the operation of the PROGRAM and restoration and maintenance of CAMP throughout the TERM of this AGREEMENT.

- c. ORGANIZATION shall provide sufficient staff to maintain an initial staff-to-camper ratio of one adult for every five youth (1/5) participating in the PROGRAM.
- d. ORGANIZATION shall ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the minor's parent or legal guardian.
- e. ORGANIZATION shall provide community service opportunities for restoration of CAMP infrastructure and CAMP service-related operations.
- f. ORGANIZATION shall not sub-let or issue any permit for use of the CAMP.
- g. ORGANIZATION is solely responsible for the actions of all individuals, entities and/or organizations participating in the PROGRAM at the CAMP or who are working on ORGANIZATION's behalf or at ORGANIZATION's instruction, and shall ensure that such individuals, entities and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.

5. Obligations of ORGANIZATION.

ORGANIZATION shall:

- a. Redevelop, repair, and maintain the CAMP's infrastructure according to the Facility and Systems Restoration Schedule, attached hereto and incorporated by reference as Exhibit C, subject to advanced coordination with RAP and approvals where applicable at the sole discretion of RAP.
- b. Provide all staff, materials, supplies, and equipment for the PROGRAM at the ORGANIZATION's sole cost and expense and no cost to RAP.
- c. Use reasonable efforts to secure sufficient funding in order to fulfill the obligations and commitments stipulated in this AGREEMENT, as necessary to appropriately operate and maintain the CAMP and PROGRAM.
- d. Outreach and provide opportunities for RAP to participate PROGRAM operations with City of Los Angeles youth from certain RAP Recreation Centers and/or programs, including but not limited to underprivileged youth, to participate in the free PROGRAM.
- e. Provide RAP the option to use CAMP for up to three (3) weekends (Friday to Sunday) each calendar year in late Spring or early Fall, when the ORGANIZATION is not operating the PROGRAM, allowing RAP to provide camp opportunities for its summer camp and after-school programs. RAP is under no obligation to utilize the CAMP each calendar year, but reserves the right to do so with thirty (30) days advance written notice to the ORGANIZATION of RAP's intent to utilize the CAMP.

- f. Work with the RAP Camping Section and Recreational Services Branch to ensure PROGRAM participation by inner-city youth selected from RAP recreation centers by RAP at RAP's sole discretion ("RAP Participants"), in coordination with youth from existing GOALS programming. ORGANIZATION agrees and shall ensure that, in each year of the PROGRAM, no less than 50% of all PROGRAM participation shall be composed of RAP Participants if sufficient demand for such participation exists as requested by RAP, and that in any event, ORGANIZATION shall use its best efforts to expand and focus PROGRAM participation for youths in the City of Los Angeles..
- g. Ensure ORGANIZATION's protocol for selecting and authorizing any person participating in the provision of PROGRAM activities at the CAMP complies with applicable local, State, and/or Federal regulations, rules and protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES described herein, including background checks, finger printing, and any certifications, licenses and approvals to the extent required by applicable law. ORGANIZATION shall comply, and ensure all of its employees, volunteers and authorized third parties complies with all applicable CITY, State and Federal rules, laws and regulations in the performance of this AGREEMENT and in the operation of the PROGRAM.
- h. Obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc.
- i. Punctually pay or cause to be paid all of the ORGANIZATION's financial obligations incurred in connection with the operation and maintenance of the CAMP as set forth in this AGREEMENT. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with ORGANIZATION's use of the CAMP, to the extent such claims do not arise due to any CITY action or omission.
- j. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), as well as the consumption or use of any illegal or non-prescriptive substances and pharmaceuticals. The use of any such substances is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on CAMP grounds under any circumstances.
- k. Assume responsibility for the actions of all individuals and/or organizations participating in the PROGRAM at the CAMP, and ensure that such individuals and/or organizations abides by all conditions set forth in this AGREEMENT.
- l. Not sell or give permission or authorization to sell any merchandise at the CAMP.

- m. Employees of ORGANIZATION and/or persons working on its behalf, including, but not limited to, subcontractors and volunteers (collectively, "Contractor Personnel"), while performing services under this AGREEMENT and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, ORGANIZATION shall obtain proof that such Contractor Personnel have been fully vaccinated. ORGANIZATION shall retain such proof for the period of retention of all records under this AGREEMENT. ORGANIZATION shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If ORGANIZATION wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, ORGANIZATION shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by ORGANIZATION. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, ORGANIZATION shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.
- n. Comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, ordinances, orders and mandates, including but not limited to health and safety ordinances, orders and guidelines related to COVID-19 and vaccination mandates in connection thereto, and background checks and fingerprinting for any volunteer or paid staff participating in the PROGRAM at the CAMP, throughout the TERM of this AGREEMENT. In doing so, ORGANIZATION shall maintain regular communication with RAP staff to ensure ORGANIZATION's compliance with such policies, procedures, regulations, orders and requirements, and ORGANIZATION shall be solely responsible for all costs related to ensuring such compliance.
- o. Books and Records. ORGANIZATION shall maintain records of financial transactions pertaining to the performance of this AGREEMENT, in their original form and in accordance with terms and conditions of this AGREEMENT. Such records shall be retained for a period of the lesser of three (3) years after termination of this AGREEMENT or ten (10) years from the date of the record. Said records shall be subject to examination and audit by authorized RAP personnel or by their representative(s) at any time during the TERM of this AGREEMENT, or within the three years following the

termination date of this AGREEMENT.

- p. Annual Reporting. Between January 10th and January 31st of each year during the TERM of this AGREEMENT, ORGANIZATION shall submit an annual performance report to RAP describing the PROGRAM activities and CAMP Restoration that occurred the previous calendar year from January to December, which shall include, but not be limited to:
- (i) A description of the ORGANIZATION's operation of the PROGRAM in accordance with the terms and conditions of this AGREEMENT, as described by the Operations Plan included herein as Exhibit D, and specifically listing the following:
 - The number of total youth served during the subject calendar year;
 - The number of youth served during each season of the year (winter, spring, summer and fall);
 - The number of youth served who reside in the City of Los Angeles, including those referred from RAP recreation centers regardless of residence location;
 - The number of youth served from GOALS base programs;
 - A summary of PROGRAM activities conducted during each season of the year;
 - The number of youth from RAP recreation centers transported to the CAMP by GOALS; and,
 - A description of any outstanding or extraordinary challenges and/or accomplishments that occurred during the year.
 - (ii) A description of the restoration and maintenance work performed at the CAMP in accordance with the terms and conditions of this AGREEMENT, including but not limited the performance of restoration and maintenance work described in the Restoration Plan included herein as Exhibit C;
 - (iii) Notwithstanding the "Books and Records" section above, a financial report of expenditures and costs related to:
 - Costs related to the operation of the PROGRAM;
 - Costs related to the performance of the restoration and maintenance work completed and in progress at the CAMP, including but not limited to the cost of materials, supplies, labor, and value of in-kind contributions received from support entities.
 - ORGANIZATION's funding and financial resources to continue operating the PROGRAM for the benefit of the public throughout the TERM of this AGREEMENT;
 - (iv) ORGANIZATION's coordination with RAP staff with respect to PROGRAM activities, restoration and maintenance work, and youth participation.

6. Periods of Use.

ORGANIZATION is licensed to occupy and use the CAMP during normal operating hours to be cooperatively determined by the ORGANIZATION with input from RAP, and subject to RAP approval, to operate the PROGRAM during the summer months and at other potential periods year-round as may be possible, contingent upon favorable weather and facility conditions, and subject to RAP approval (PERMITTED TIMES). In order to continue performing repairs and improvements, as well as maintain the CAMP in appropriate working order once operational, the ORGANIZATION shall be authorized to provide the CAMP with year-round attention as needed on a schedule to be approved by RAP, which may include but shall not be limited to, routine maintenance and as-needed infrastructure improvements and other repairs determined appropriate by the PARTIES. PARTIES agree that any additional periods of CAMP operation by either PARTY shall be coordinated between the PARTIES, subject to RAP final approval.

7. Maintenance and Repair of Camp.

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, ORGANIZATION, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the CAMP as described herein.

- a. It is understood that during Fiscal Year 2020-21, the ORGANIZATION performed at its own cost and expense, certain upgrades and repairs at no cost to RAP. ORGANIZATION accepts the CAMP in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any conditions at the CAMP, or which may otherwise arise by reason of the CAMP's use, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the CAMP, nor any appliance or fixture thereon, whether installed by CITY or the ORGANIZATION, and regardless of cause.
- b. ORGANIZATION shall, at its sole expense, complete the proposed infrastructure improvements stated in Exhibit C, and shall perform all maintenance and repairs of the CAMP, providing all staff and materials, supplies, equipment, and funds necessary to perform such maintenance and/or repairs. All maintenance and/or repairs shall be performed to the reasonable satisfaction of CITY and in consultation with RAP's designated representative.
- c. ORGANIZATION shall, at its sole expense, submit to RAP a lead and asbestos survey of all structures of the CAMP that will be repaired and/or approved subsequent to the execution of this AGREEMENT and prior to any such repair and/or improvement work being performed. Any required lead and asbestos abatement must take place before any repair to any structure of the CAMP is performed. In the event of any such abatement being required, ORGANIZATION shall submit a schedule of the abatement to RAP for approval.

- d. Nothing in this Agreement grants or implies that the ORGANIZATION has permission to build or maintain any structure or facility or to conduct any activity unless specifically authorized by this Agreement. Any use not specifically authorized by this Agreement must be proposed to RAP for review and approval, subject to Board approval when required.
- e. All plans for development, layout, construction, reconstruction, or alteration of improvements in the CAMP, as well as revisions to those plans, must be prepared by a licensed engineer, architect, landscape architect, or other qualified professional acceptable to RAP. These plans and plan revisions must have written approval from RAP before they are implemented. RAP may require the ORGANIZATION to furnish as-built plans, maps, or surveys upon completion of the work.
- f. Notwithstanding certain approvals and authorizations previously granted by RAP to GOALS authorizing various cosmetic and safety related repairs and upgrades to certain structures at the CAMP, as described herein, ORGANIZATION shall prepare and maintain, in a form acceptable to RAP, a master development plan ("MDP") encompassing the entire operation presently envisioned for restoration of existing structures at the CAMP in connection with the lands authorized by this AGREEMENT, which shall include and expand upon as necessary, certain content and information contained in the Restoration Plan and Operations Plan attached to this Agreement as Exhibits C and D, respectively. For planning purposes, a capacity for use measured in people-at-one-time shall be established in the MDP. Upon acceptance by RAP, the MDP shall become a part of this AGREEMENT, and to be attached hereto and incorporated herein by reference as Exhibit G. Overall restoration and improvements of the existing structures at the Camp authorized by this AGREEMENT, or any development of additional improvements shall not exceed the capacity established in the MDP. Any additional construction beyond maintenance of existing improvements at the Camp covered by this AGREEMENT shall not be authorized without amendment to the MDP and without the requisite environmental analysis and documentation needed to support that additional construction or development under the National Environmental Policy Act (NEPA). The ORGANIZATION shall propose any changes to the MDP in a form acceptable to RAP and shall submit the proposed changes to RAP. Once accepted, the revised MDP shall become part of this Agreement. Acceptance of the original or revised MDP by RAP does not authorize new development or uses. RAP's acceptance of the original or revised MDP does not constitute approval of its contents or provide any assurance that any particular item in the original or revised MDP will be authorized by RAP or constructed by the ORGANIZATION. No rights or obligations of the ORGANIZATION or RAP are determined by RAP's acceptance of the original or revised MDP, nor does any legal consequences, including the requirement to conduct environmental analysis under NEPA, flow from RAP's acceptance of the original or revised MDP.

- g. The ORGANIZATION and RAP shall jointly prepare a site development schedule, which shall become part of this AGREEMENT, before any future construction occurs at the CAMP. The site development schedule shall list improvements in the MDP and any amendments to the MDP in order of priority, the starting date for their construction, and the due date for their completion. All required plans and specifications for improvements included in the site development schedule shall be properly certified and submitted to RAP at least 45 days before the commencement of construction. The ORGANIZATION may accelerate the scheduled date for completion of any improvement, as long as the other scheduled improvements are completed on time and to the satisfaction of RAP. Any other changes to the site development schedule must have prior written approval from RAP.
- h. This Agreement does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after RAP has approved in writing and marked or otherwise identified what may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the National Forest. RAP reserves the right to dispose of the merchantable timber to those other than the ORGANIZATION at no stumpage cost to the ORGANIZATION. Unmerchantable material shall be disposed of as directed by RAP. Trees, shrubs, and other plants may be planted within the CAMP with prior written approval of RAP.
- i. ORGANIZATION shall perform the following maintenance duties while utilizing the CAMP:
 - i. Keep the CAMP and nearby areas clean at all times, picking up and disposing of all trash and debris, to prevent any such matter to accumulate within any CAMP areas.
 - ii. Maintain the CAMP in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines related to COVID-19 and all fire safety standards, practices and regulations for forest environments.
 - iii. Adhere to the terms and conditions of the NEW LICENSE issued by the FOREST SERVICE to RAP.
- j. The ORGANIZATION shall comply with all applicable federal, state, and local requirements related to the disposal of refuse resulting from the use and occupancy of the CAMP as authorized by this Agreement.

- k. The operation and maintenance of all sanitation, food service, and water-supply methods, systems, and facilities shall comply with applicable standards set by federal, state and local health departments.
- l. The ORGANIZATION, as the water supplier and owner or operator of the drinking water system for the facilities authorized by this Agreement, is responsible for compliance with all applicable federal, state, and local drinking water laws and regulations governing operation and maintenance of a public drinking water system, including but not limited to developing, operating, and maintaining the system and conducting drinking water testing and taking appropriate corrective and follow-up actions in accordance with federal, state, and any other applicable requirements. For purposes of this Agreement, public water systems are defined in accordance with the Safe Drinking Water Act, as amended (42 U.S.C. 300f et seq.), and the National Primary Drinking Water Regulations, 40 CFR Part 141, or state regulations, if more stringent. The ORGANIZATION shall retain all drinking water system records as required by applicable laws and regulations. The ORGANIZATION agrees to make the records available to RAP or the FOREST SERVICE and to any other regulatory agency authorized to review FOREST SERVICE activities.
- m. ORGANIZATION shall be responsible for securing ORGANIZATION's equipment, materials, supplies, and personal belongings at the CAMP. CITY and/or RAP shall not be responsible for the security of ORGANIZATION personal property.

8. Water and Water Rights.

- a. Water Facilities. No ditch, reservoir, well, spring, seepage, or other facility to pump, divert, store, or convey water (hereinafter "water facilities") for which the point of diversion, storage, or withdrawal is on National Forest System lands may be initiated, developed, certified, or adjudicated by the ORGANIZATION unless expressly authorized in this AGREEMENT. The authorization of any water facilities in the CAMP is granted to allow use of water only in connection with the use of the CAMP as authorized by this Agreement. If the use of any water facilities in connection with this CAMP ceases, the authorization to use any associated water facilities terminates. The United States may place conditions on installation, operation, maintenance, and removal of water facilities that are necessary to protect public property, public safety, and natural resources on FOREST SERVICE lands in compliance with applicable law. Any change in a water facility, including a change in the ownership or beneficial use of water or location of use of water from a water facility, that is not expressly authorized in this Agreement shall result in termination of the authorization for that water facility.
- b. Water Rights. This AGREEMENT does not confer any water rights on the ORGANIZATION. The term "water rights" includes all authorizations, such as

certificates, reservations, decrees, or permits, for water use issued under state law. Any necessary water rights must be acquired and maintained by the ORGANIZATION in accordance with State law and the terms of this AGREEMENT. After this AGREEMENT is signed, all water rights obtained by the ORGANIZATION for facilities that divert or pump water from sources located on FOREST SERVICE lands for use on FOREST SERVICE lands, whether authorized or unauthorized, are for the benefit of the United States and shall be acquired in the name of the United States. Any expenses for acquiring and maintaining water rights shall be the responsibility of the ORGANIZATION and not the responsibility of RAP or of the United States.

9. Environmental Protection

- a. Post AGREEMENT Site Assessment. Upon revocation or termination of this AGREEMENT, the ORGANIZATION shall conduct a site assessment, which shall document the environmental condition of the CAMP at that time and describe any storage, release, or disposal of hazardous materials during the ORGANIZATION's use and occupancy of the CAMP. A comparison of the site assessment performed by RAP pre occupancy and the site assessment performed by the ORGANIZATION post occupancy shall assist RAP in determining whether any environmental cleanup or restoration is required. Any cleanup or restoration shall be completed promptly by the ORGANIZATION in accordance with all applicable federal, state, and local laws and regulations.
- b. Environmental Damage. The ORGANIZATION 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 ORGANIZATION's use and occupancy of the CAMP. Environmental damage includes but is not limited to 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 ORGANIZATION or the ORGANIZATION's heirs, assigns, agents, employees, contractors, on, or related to, the lands, property, and other interests covered by this Agreement. If the environment or any government property covered by this Agreement becomes damaged in connection with the ORGANIZATION's use and occupancy, the ORGANIZATION shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of RAP and at no expense to RAP.

10. Resources Protection

- a. The ORGANIZATION shall, in connection with the use and occupancy authorized by this AGREEMENT, 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. No waste or by-product shall be discharged into water if it contains any substance in concentrations which will result in harm to fish and wildlife, or to human water supplies. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water that would result in harm to fish and wildlife or to human water supplies.
- c. The ORGANIZATION shall protect the scenic aesthetic values of the area included in this AGREEMENT and the adjacent land to the greatest extent possible during restoration, construction, operation, and maintenance of the authorized improvements.
- d. The ORGANIZATION shall take reasonable measures to prevent and discourage vandalism or disorderly conduct and when necessary shall contact the appropriate law enforcement officer to address these problems.
- e. Pesticide Use.
 - i. Pesticides may not be used outside of buildings in the area included in this AGREEMENT to control pests, including undesirable woody and herbaceous vegetation, (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of RAP. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.
 - ii. Requests for concurrence of any planned uses of pesticides shall be provided in advance. Annually the ORGANIZATION shall, on the due date established by RAP, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.
 - iii. Labeling, Laws, and Regulations. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess

materials, or containers shall be disposed of in any area administered by the FOREST SERVICE.

- f. The ORGANIZATION shall immediately notify RAP 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 AGREEMENT. The ORGANIZATION shall follow the applicable inadvertent discovery protocols for the undertaking provided in an agreement executed pursuant to section 106 of the National Historic Preservation Act, 54 U.S.C. 306108; if there are no such agreed-upon protocols, the ORGANIZATION shall leave these discoveries intact and in place until consultation has occurred, as informed, if applicable, by any programmatic agreement with tribes. Protective and mitigation measures developed under this clause shall be the responsibility of the ORGANIZATION. However, the ORGANIZATION shall give RAP written notice before implementing these measures and shall coordinate with RAP for proximate and contextual discoveries extending beyond the CAMP.
- g. In accordance with 25 U.S.C. 3002 (d) and 43 CFR 10.4, if the ORGANIZATION inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the ORGANIZATION shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The ORGANIZATION shall follow the applicable Native American Graves Protection And Repatriation (NAGPRA) protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the ORGANIZATION shall as soon as practicable notify RAP 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 forest archaeologist 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.
- h. Protection of Threatened and Endangered Species, Sensitive Species, and Species of Conservation Concern and Their Habitat.
 - i. Discovery by the ORGANIZATION or the FOREST SERVICE of sites within the area containing threatened or endangered species under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 531 et seq., as amended, or designated critical habitat shall be promptly reported to RAP and shall be reported on a map that will become part of this Agreement. The ORGANIZATION shall take any protective and mitigation measures specified by RAP as necessary and appropriate to avoid or reduce effects

on listed species or designated critical habitat affected by the authorized use and occupancy.

- ii. Discovery by the ORGANIZATION or the FOREST SERVICE of sites within the CAMP containing sensitive species or species of conservation concern or their habitat designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be promptly reported to RAP and shall be added to a map that will become part of this Agreement. The ORGANIZATION shall take any protective and mitigation measures specified by RAP in consultation with the FOREST SERVICE as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy.
- i. The ORGANIZATION shall not store any hazardous materials at the site without prior written approval from RAP. This approval shall not be unreasonably withheld. If RAP 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 ORGANIZATION and are subject to approval by RAP.
- j. Cleanup and Remediation.
 - i. The ORGANIZATION shall immediately notify all appropriate response authorities, including the National Response Center and the FOREST SERVICE authorized officer and RAP of any oil discharge or of the release of a hazardous material in the CAMP 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 defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The ORGANIZATION shall immediately notify the National Response Center and the FOREST SERVICE authorized officer and RAP of any release or threatened release of any hazardous material in or near the CAMP which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.
 - ii. 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 ORGANIZATION shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the area included in this AGREEMENT or in connection with the ORGANIZATION's activities in the area included in this Agreement, regardless of whether those activities are authorized under this AGREEMENT. The ORGANIZATION shall perform cleanup or remediation immediately upon

discovery of the release, threat of release, or discharge of hazardous materials. The ORGANIZATION shall perform the cleanup or remediation to the satisfaction of RAP and of the FOREST SERVICE and at no expense to RAP. Upon revocation or termination of this AGREEMENT, the ORGANIZATION shall deliver the area included in this Agreement to RAP free and clear of contamination.

k. Water Wells and Associated Pipelines.

- i. Other Jurisdictional Requirements. Section 8 of this Agreement governs water rights and water facilities. The ORGANIZATION shall obtain all required state and local water permits, licenses, registrations, certificates, or rights and shall provide a copy of them to RAP. For new wells, this information shall be provided prior to disturbing National Forest System lands for the purpose of water use or development.
- ii. Well Construction or Development. For new or reconstruction of existing wells, the ORGANIZATION shall prepare a well construction and development plan and submit it to RAP for approval. The well development and construction plan must have prior written approval from RAP and the FOREST SERVICE before well construction or development is initiated. The ORGANIZATION shall follow applicable federal, state, and local standards for design, construction, and development of new wells or reconstruction of existing wells. If such standards do not exist, the ORGANIZATION shall follow applicable standards issued by the American Society for Testing and Materials (ASTM), American Water Works Association (AWWA), or National Ground Water Association (NGWA). The construction and development plan must identify all potential sources for any proposed water injection during well construction or development. Only non-chlorinated, potable water may be injected during construction or development of wells to be used for monitoring or water withdrawal. Copies of all documentation for drilling, constructing, or developing wells, including all drilling, boring, and well construction logs, shall be provided to RAP within 60 days of completion of work.
- iii. Water Conservation Plan. The ORGANIZATION shall prepare and submit for written approval by RAP a water conservation plan utilizing appropriate strategies to limit the amount of water removed from National Forest System lands.
- iv. Well Decommissioning. The ORGANIZATION shall properly decommission and abandon all wells that are no longer needed or maintained in accordance with applicable federal, state, and local standards for water well abandonment. If such standards do not exist, the ORGANIZATION shall follow applicable standards issued by the ASTM, AWWA, or NGWA. At least 30 days prior to initiation of well decommissioning, the ORGANIZATION

shall submit a well decommissioning plan to RAP. The well decommissioning plan shall have written approval from RAP and the FOREST SERVICE before well decommissioning is initiated. All documentation of well decommissioning shall be provided to RAP within 60 days of completion of the work.

11. Adherence to Forest Service New License.

In accordance with the terms and conditions of this AGREEMENT, ORGANIZATION agrees to also adhere to, and comply with, the terms and conditions contained in the Special Use Permit issued to RAP by the FOREST SERVICE, attached hereto and incorporated herein by reference as Exhibit B, for the restoration, continued use, operation, and maintenance of the CAMP (SPECIAL PERMIT). Any violation of such SPECIAL PERMIT by the ORGANIZATION shall constitute a violation or breach of this AGREEMENT, subject to remedies described in Section 20 herein. Such violation shall be determined at the sole discretion of the RAP General Manager or designee.

12. Consideration.

The consideration for this AGREEMENT in exchange for ORGANIZATION's use of the CAMP shall be ORGANIZATION's restoration and maintenance of the CAMP, at no cost to RAP, and the provision of the PROGRAM free of charge and for the benefit of youth from the general public, pursuant to the terms and conditions of this AGREEMENT. However, in addition to the cost of operations and maintenance, ORGANIZATION is also responsible for the cost of utility services, solid waste disposal, and any fiscal impacts to RAP. In accordance with RAP policies, ORGANIZATION shall be responsible for such expenses.

- a. Electricity and Water. Pursuant to the RAP policy regarding utility fees for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on July 13, 2011 (Report No. 11-202), the cost of electricity, water and natural gas or propane used at CAMP shall be the responsibility of ORGANIZATION.
- b. Trash and Solid Waste Disposal. Pursuant to the RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), the cost of waste disposal shall be the responsibility of ORGANIZATION.
- c. Staff Impacts. Pursuant to the RAP policy regarding potential financial impacts on RAP staff resulting from the operational activities conducted by non-profit organizations on park property, approved by the Board on July 19, 2012 (Report 12-217), the ORGANIZATION shall reimburse RAP for such expenses if such are incurred. In the event of such an occurrence, RAP agrees to invoice the ORGANIZATION on an as-needed, case by case basis, providing

substantiation for such costs based on discussions and coordination between RAP and ORGANIZATION prior to any related activities occurring.

- d. Telephone and data lines. ORGANIZATION shall be responsible for the cost of telephone and data lines utilized at the CAMP and shall pay the service provider directly. CITY shall bear no costs in regards to the telephone and data lines at the CAMP that the ORGANIZATION uses.

13. Insurance.

Before accessing and using the CAMP under this AGREEMENT, and periodically as required during its TERM, ORGANIZATION shall furnish CITY with evidence of insurance as attached hereto and incorporated herein by reference as Exhibit E, on an annual basis, from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. ORGANIZATION will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit E attached hereto and incorporated herein by reference.

- a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.
- b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.
- c. If an insurance company elects to (i) cancel insurance before the stated expiration date, (ii) declines to renew in the case of a continuous policy, (iii) reduces the stated limits other than by impairment of an aggregate limit, or (iv) materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION shall provide CITY at least thirty (30) calendar days prior written notice of such intended election by the insurance company, or ten (10) calendar days prior written notice if such cancellation is for non-payment of premium.

Such notice shall be sent by receipted delivery addressed as follows:

City Administrative Officer, Risk Management
200 North Main Street, Room 1240, City Hall East
Los Angeles, California 90012

Or to such address as CITY may specify by written notice to ORGANIZATION.

- d. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may either (i) provide ORGANIZATION five (5) calendar days written notice of such failure, upon receipt of which ORGANIZATION shall have five (5) calendar days to cure such failure or CITY shall have the right to terminate the AGREEMENT or, (ii) at its discretion, pay to procure or renew such insurance to protect CITY's interest. ORGANIZATION agrees to reimburse CITY for all money so paid.
- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

14. Indemnification.

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, ORGANIZATION shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, (1) attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including ORGANIZATION's employees and agents, or (4) damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by OPTONS, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

ORGANIZATION is aware of the condition of the CAMP and accepts CAMP in its present condition, and agrees to abide by all health and safety regulations and orders. ORGANIZATION has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

ORGANIZATION further acknowledges and agrees that it knowingly and freely assumes all COVID-19 related risks, both known and unknown, relating to exercising the terms and conditions of this AGREEMENT and ORGANIZATION

hereby forever releases, waives, relinquishes, and discharges CITY, along with its officers, agents, employees, or other representatives, and their successors and assigns, from any and all COVID-19 related claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of ORGANIZATION's performance under this AGREEMENT, including but not limited to personal injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged negligence of any City Representative or any other person related to COVID-19 sanitization. ORGANIZATION further promises and agrees to indemnify and hold CITY harmless from any and all damages resulting from the contraction of COVID-19.

15. Casualty and Condemnation.

ORGANIZATION shall be excused from its obligations in this AGREEMENT including, without limitation, the operation, maintenance and repair of any portion of the CAMP or any improvement thereon that is damaged by casualty, earthquake, fire, force majeure, or taken by condemnation, until any such portion or improvement is restored to at least its condition prior to said occurrence(s). CITY shall not be obligated to restore the CAMP damaged by casualty in whole or in part. If CITY chooses not to restore the CAMP, CITY shall provide notice to ORGANIZATION thereof within thirty (30) days of such casualty, and this AGREEMENT shall terminate upon ORGANIZATION's receipt of such notice. If the CAMP is taken by condemnation, CITY shall provide notice to ORGANIZATION thereof within thirty (30) days of such taking, and this AGREEMENT shall terminate upon ORGANIZATION's receipt of such notice, and CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.

16. Publicity.

Should there be the need, CITY and ORGANIZATION agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use of the CAMP or promotion of the PROGRAM, or construction of any improvements at the CAMP in connection with this AGREEMENT or PROGRAM, except as may be legally required by applicable laws, regulations, or judicial order. Such cooperation and coordination shall occur prior to the release of any such press release or public announcement(s). CITY and ORGANIZATION agree to notify each other in writing prior to the release or use of any press release, public announcement, marketing or promotion of the CAMP with respect to the ORGANIZATION's use of the CAMP. Further, any such press release, public announcement, marketing materials, or brochures prepared by ORGANIZATION shall appropriately acknowledge the contributions of both CITY and ORGANIZATION. To the extent stipulated in any grant agreement, with respect to the PROGRAM and the use of the CAMP in connection thereto, the CITY and ORGANIZATION shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance

and participation by grantor representatives. Further, CITY and ORGANIZATION shall coordinate the scheduling and organization of any public or media event with respect to the PROGRAM and the use of the CAMP in connection thereto, to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and ORGANIZATION; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or ORGANIZATION, in whole or in part, with respect to the PROGRAM and the use of the CAMP in connection thereto, shall contain any acknowledgements required under any grant agreement.

17. **Signage.** No signs or banners of any kind will be displayed by ORGANIZATION unless previously approved in writing by RAP and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved by RAP and installed, or caused to be installed, by ORGANIZATION.
18. **Filming.** It is the policy of the CITY to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park property for film production purposes. Any commercial filming at the CAMP shall be subject to approval by RAP and the Film Office. All fees for use of the CAMP by film production companies shall be established and collected by the Park Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220. ORGANIZATION shall not charge any fees for film production conducted at the CAMP.
19. **Taxes And Possessory Interest.** ORGANIZATION shall pay all taxes of whatever character that may be levied or charged upon the rights of ORGANIZATION to use the CAMP, or upon ORGANIZATION's improvements, fixtures, equipment, or other property thereon or upon ORGANIZATION's operation hereunder. In addition, by executing this AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. ORGANIZATION, as the party in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.
20. **Breach Or Default By ORGANIZATION.** Upon the occurrence of one or more events of breach or default of this AGREEMENT by ORGANIZATION, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:
 - a. Notice to Cure Breach or Default. CITY may issue a written notice of breach or default to ORGANIZATION, and if ORGANIZATION does not make any

reasonable efforts to cure said breach or default within sixty (60) calendar days of receipt of said notice, CITY may terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall immediately terminate its activities at the CAMP. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.

- b. CITY's Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by ORGANIZATION as noted above in Section 20.a, perform or cause to be performed any of ORGANIZATION's unperformed obligations under this AGREEMENT. CITY may enter the CAMP and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.

21. Notices

Any notice, request for consent, or statement ("NOTICE"), that RAP or ORGANIZATION is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either RAP or ORGANIZATION may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. NOTICES shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested. All NOTICES shall be addressed as follows:

ORGANIZATION: Dave Wilk, Executive Director
GOALS Headquarters
1170 La Palma Park Way
Anaheim, CA 90031

Email: Dave.Wilk@goals.org
Cell: (714) 931-4271
Phone: (714) 956-4625

RAP: Valley Region Recreational Services Headquarters
6335 Woodley Avenue
Van Nuys, CA 91406

Robert Dehart, Acting Valley Region Superintendent
Email: Rob.Dehart@lacity.org

Traci Goldberg, Acting Prin. Rec Supervisor II, Valley Region
Email: Traci.Goldberg@lacity.org
Phone: (818) 756-8060

22. Representations and Warranties.

CITY and ORGANIZATION each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and ORGANIZATION, enforceable in accordance with its terms and conditions.

23. No Joint Venture or Agency Relationship.

Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Under no circumstances will ORGANIZATION represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in ORGANIZATION the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

24. Relationship of Parties.

PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.

25. Safe Practices

ORGANIZATION shall correct violations of safety practices during its PERMITTED USE immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the CAMP. In the event of death or serious injury (requiring an emergency room hospital visit), ORGANIZATION must notify the RAP contacts referenced in Section 21 as soon as possible but no later than twenty-four (24) hours after ORGANIZATION has knowledge of the incident by telephone call, with a follow up email notice. Notice of non-serious injuries occurring at the CAMP shall be provided to the RAP within seventy-two (72) hours. ORGANIZATION shall maintain at the CAMP a record of non-serious injuries occurring on the CAMP, copies of which shall be provided to RAP upon receipt of a written request therefor. ORGANIZATION shall keep internal documentation of the incident(s) occurring during the previous two (2) years and provide RAP with such information upon request.

26. Suspected Child Abuse

ORGANIZATION must promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the CAMP. ORGANIZATION shall notify the RAP contacts specified in Section 21 within 24 hours after a report has been made.

27. Hazardous Substances.

PARTIES agree that the CAMP shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above.

ORGANIZATION shall use the CAMP in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this section are used at the CAMP. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or ORGANIZATION to any governmental agency or third party under applicable statute. No lead or oil-based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored at the CAMP.

28. Ordinances and Standard Provisions

The "Standard Provisions for City Contracts (Rev. 10/21)[v.4]" (Standard Provisions) are incorporated herein by reference and attached hereto and incorporated herein by reference as Exhibit F. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 10/21)[v.4]" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, ORGANIZATION will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term "Contractor" shall mean ORGANIZATION.

29. Incorporation of Documents

This AGREEMENT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

- Exhibit A: Camp Valcrest Site Plan
- Exhibit B: National Forest Service Special Use Permit
- Exhibit C: Facility and Systems Restoration Plan
- Exhibit D: Operations and Maintenance Plan
- Exhibit E: Insurance Requirements and Instructions for Submission
- Exhibit F: Standard Provisions for City Contracts (Rev. 10/21)[v.4]
- Exhibit G: Master Development Plan

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit B; 3) Exhibit G; 4) Exhibit C; 5) Exhibit D, 6) Exhibit E, 7) Exhibit F, and Exhibit A.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year first above written.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

Growth Opportunities Through Athletics, Learning and Service (GOALS), a 501(c)(3) non-profit corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

EXHIBIT A

Camp Valcrest Site Map

Pursuant to National Forst Service Location Coordinates:
Section 13, T.3N., R.11W, S.B.M.

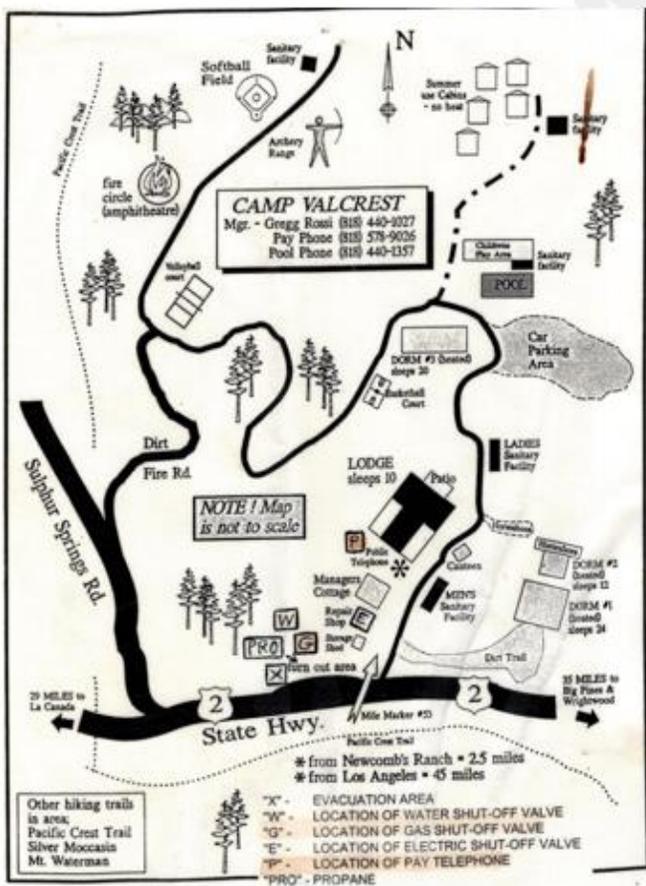
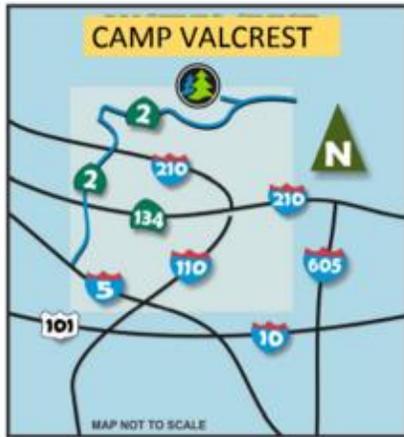


EXHIBIT B

U.S. National Forest Service Special Use Permit ("NEW LICENSE")

[ATTACHED SEPARATELY]

EXHIBIT C

GOALS Restoration Plan

(Updated and Presented to RAP – 12/02/2021)

[ATTACHED SEPARATELY]

EXHIBIT D

GOALS Camp Operations and Maintenance Plan

(Updated and Presented to RAP – 12/02/2021)

[ATTACHED SEPARATELY]

EXHIBIT E

Required Insurance and Minimum Limits

Name: GOALS Date: 12/7/2021

Agreement/Reference: To Redevelop and Maintain Camp Valcrest and Operate a Youth Summer Program

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> Workers' Compensation (WC) and Employer's Liability (EL)	
<input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers	WC <u>Statutory</u> EL <u>1,000,000</u>
<input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as an Additional Insured Party</u>	1,000,000
<input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Sexual Misconduct <u>1,000,000</u>	
<input checked="" type="checkbox"/> Fire Legal Liability <u>500,000</u>	
<input checked="" type="checkbox"/> with a \$3,000,000 aggregate <hr/>	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) <hr/>	1,000,000
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions) <hr/>	1,000,000
Discovery Period <u>12 months after Completion of Work or Date of Termination</u> <hr/>	
<input checked="" type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company) <hr/>	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Flood <input checked="" type="checkbox"/> Builder's Risk	
<input type="checkbox"/> Earthquake <input checked="" type="checkbox"/> Replacement Value <hr/>	
<input checked="" type="checkbox"/> Umbrella Liability	4,000,000
<input type="checkbox"/> <hr/>	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	
<input type="checkbox"/> Crime Insurance	

Other: Provided to: Joel Alvarez @ RAP; Ph: (213) 202-5671
 If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>
 In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the

Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

EXHIBIT F

Standard Provisions for City Contracts

(Rev. 10/21) [v.4]

[ATTACHED SEPARATELY]

Authorization ID: SGM100301A
Contact ID: L.A., CITY OF
Expiration Date: 07/31/2041
Use Code: 113

FS-2700-5 (V.03/17)
OMB No. 0596-0082

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

TERM SPECIAL USE PERMIT

AUTHORITY:

Act of September 3, 1954, 43 U.S.C. 931c and 931d

**LOS ANGELES, CITY OF, DEPARTMENT OF RECREATION AND PARKS, 221 N.
Figueroa Street, Suite 350, LOS ANGELES, CA UNITED STATES 90012**

LOS ANGELES, CITY OF, DEPARTMENT OF RECREATION AND PARKS (the holder) is authorized to use and occupy National Forest System lands on the ANGELES NATIONAL FOREST, subject to the terms and conditions of this term special use permit (the permit).

This permit covers 10 acres in Sec. 13, T. 3 N., R. 11 W., SAN BERNARDINO MERIDIAN (the permit area), as shown on the map attached as Appendix A. This permit is issued for the purpose of:

Operating and Maintaining an Organizational Camp: Camp Valcrest

This permit is accepted subject to the conditions set forth herein, and to conditions A-F attached hereto and made a part of this permit.

Appendix A: Maps of Permit Area

Appendix B: Authorized Improvements.

Appendix C: Authorized Uses.

Appendix D: Operating Plan.

Appendix E: Sample Reporting Suspected Child Abuse or Neglect Form.

Appendix F: Master Development Plan

TERMS AND CONDITIONS

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to the Act of September 3, 1954, 43 U.S.C. 931c and 931d, 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 **07/31/2041**, 20 years from the date of issuance. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.

D. CONTINUATION OF USE AND OCCUPANCY. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit for the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least one year prior to expiration of this permit. Issuance of new permit is at the sole discretion of the authorized officer. At a minimum, before issuing a new permit, the authorized officer shall ensure 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

1. 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, the applicable land management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 218.

2. At the sole discretion of the authorized officer, this permit may be amended to remove authorization to use any National Forest System lands not specifically covered in the master development plan for this permit or not needed for the use and occupancy authorized by this permit.

3. The holder may apply for an amendment to this permit to cover new or changed uses or areas. In approving or denying an amendment, the authorized officer shall consider, in addition to the requirements in applicable laws and regulations, the findings or recommendations of other affected agencies and whether the new or changed use or area can be accommodated by an amendment to this permit, or whether a new permit should be issued.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL

REQUIREMENTS. In exercising the 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 and occupancy authorized by this permit are 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 improvements, the permit area 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 improvements is planned.

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 clause J.1 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 licensed engineer, architect, landscape architect, or other qualified professional 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.

C. MASTER DEVELOPMENT PLAN. The holder shall prepare and maintain, in a form acceptable to the Forest Service, a master development plan (MDP) encompassing the entire operation presently envisioned for development in connection with the NFS lands authorized by this permit. The MDP should encompass all NFS lands authorized for use by this permit. For planning purposes, a capacity for use measured in people-at-one-time shall be established in the MDP. Upon acceptance by the authorized officer, the MDP shall become a part of this permit. Overall development at the Organization Camp authorized by the permit shall not exceed the capacity established in the MDP, and additional construction beyond maintenance of existing improvements at the Organization Camp covered by this permit shall not be authorized without amendment to the MDP and without the requisite environmental analysis and documentation needed to support that additional construction or development under the National Environmental Policy Act (NEPA). The holder shall propose any changes to the MDP in a form acceptable to the Forest Service and shall submit the proposed changes to the authorized officer. Once accepted, the revised MDP shall become part of this permit. Acceptance of the original or revised MDP by the authorized officer does not authorize new development or uses. The authorized officer's acceptance of the original or revised MDP does not constitute approval of its contents or provide any assurance that any particular item in the original or revised MDP will be authorized by the Forest Service or constructed by the holder. No rights or obligations of the holder or the Forest Service are determined by the authorized officer's acceptance of the original or revised MDP, nor does any legal consequences, including the requirement to conduct environmental analysis under NEPA, flow from the authorized officer's acceptance of the original or revised MDP.

D. SITE DEVELOPMENT SCHEDULE. The holder and the Forest Service jointly shall prepare a site development schedule, which shall become part of this permit, before any construction occurs in the permit area. The site development schedule shall list improvements in the master development plan and any amendments to the plan in order of priority, the starting date for their construction, and the due date for their completion. All required plans and specifications for improvements included in the site development schedule shall be properly certified and submitted to the authorized officer at least 45 days before the starting date for their construction. The holder may accelerate the scheduled date for completion of any improvement, as long as the other scheduled improvements are completed on time and to the satisfaction of the authorized officer. Any other changes to the site development schedule must have prior written approval from the authorized officer. Pursuant to clause IV.K, the

authorized officer may require a performance bond for improvements constructed under a site development schedule.

III. OPERATIONS

A. OPERATING PLAN. The holder shall prepare and annually revise by February 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's 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 identify and schedule any inspections that the holder is required to conduct at the holder's expense. 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, determine need for performance bond for construction projects and amount of bond, or other concerns either party may have.

B. PERIOD OF USE. The use and occupancy authorized by this permit shall be in normal operation at least **30 days** each year or season. Failure of the holder to exercise this minimum use may result in revocation of this permit under clause VII.A.

C. RESPONSIBILITY FOR DAY-TO-DAY ACTIVITIES. As a general rule, the holder shall conduct the day-to-day activities authorized by this permit. A limited amount of activities may be conducted by a party other than the holder, but only with prior written approval of the authorized officer. The holder shall continue to be responsible for compliance with all the terms of this permit.

D. LEASING. Subject to clause III.C., the holder may lease authorized concessions and improvements owned by the holder that are located within the permit area with the prior written approval of the authorized officer. The Forest Service reserves the right to disapprove these leases. The holder shall remain responsible for compliance of the leased concessions and improvements with all the terms and conditions of this permit.

E. 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. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

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

G. REMOVAL AND PLANTING OF VEGETATION. This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the National Forest. The Forest Service reserves the right to dispose of the merchantable timber to those other than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the authorized officer. Trees, shrubs, and other plants may be planted within the permit area with prior written approval of the authorized officer.

H. SIGNAGE. Signage posted on National Forest System lands must have prior written approval of the authorized officer.

I. REFUSE DISPOSAL. The holder shall comply with all applicable federal, state, and local requirements related to the disposal of refuse resulting from the use and occupancy authorized by this permit.

J. SANITATION. The operation and maintenance of all sanitation, food service, and water-supply methods, systems, and facilities shall comply with applicable standards set by state and local health departments.

K. DRINKING WATER SYSTEM. The holder, as the water supplier and owner or operator of the drinking water system for the facilities authorized by this permit, is responsible for compliance with all applicable federal, state, and local drinking water laws and regulations governing operation and maintenance of a public drinking water system, including but not limited to developing, operating, and maintaining the system and conducting drinking water testing and taking appropriate corrective and follow-up actions in accordance with federal, state, and any other applicable requirements. For purposes of this permit, public water systems are defined in accordance with the Safe Drinking Water Act, as amended (42 U.S.C. 300f et seq.), and the National Primary Drinking Water Regulations, 40 CFR Part 141, or state regulations, if more stringent. The holder shall retain all drinking water system records as required by applicable laws and regulations. The holder agrees to make the records available to the Forest Service and to any other regulatory agency authorized to review Forest Service activities.

L. LIQUOR SALES. The sale of liquor or other intoxicating beverages is prohibited in the permit area.

M. GAMBLING. Gambling and gambling machines and devices are prohibited on National Forest System lands, regardless of whether they are lawful under state or local law.

N. NONDISCRIMINATION

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public

generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.

3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.

4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

O. EQUAL ACCESS TO FEDERAL PROGRAMS. In addition to the above nondiscrimination policy, the holder agrees to insure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

P. PROHIBITION OF TIME-SHARE ARRANGEMENTS. No commercial facilities or equipment authorized under this permit will be operated under a time-share or interval-ownership arrangement. All authorized facilities and equipment shall be made available to the general public on a short-term rental basis.

Q. HOLDER'S REPRESENTATIVE. The holder or the holder's designated representative shall be within the permit area at all times when the facilities are open to the public. The holder shall notify the authorized officer in writing who the holder's representative will be.

R. HOLDER'S AND USERS' CONDUCT. Disorderly or otherwise objectionable conduct by the holder or those occupying the permit area with the holder's permission shall be cause for revocation or suspension of this permit.

S. REGULATING SERVICES AND RATES. The authorized officer shall have the authority to regulate the adequacy and type of services provided the public under this permit and to require that these services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services authorized by the permit. These prices may be regulated by the authorized officer, provided that the holder shall not be required to charge prices significantly different from those charged by comparable or competing enterprises.

T. ADVERTISING. The holder, either orally or in advertisements, signs, circulars, brochures, letterheads, and like materials, shall not misrepresent in any way the accommodations provided, the status of the permit, or the ownership of the permit area or adjacent lands. The fact that the authorized facilities and services are located on the ANGELES NATIONAL FOREST shall be

explicitly stated in all the holder's brochures and print advertising regarding the operations authorized by 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 Part 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 EXISTING RIGHTS. This permit is subject to all valid existing rights. Valid existing 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 is for the occupancy of land for the purposes stated in this permit and does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a government agency, utility, association, or individual.

E. WATER FACILITIES AND WATER RIGHTS.

1. Water Facilities. No ditch, reservoir, well, spring, seepage, or other facility to pump, divert, store, or convey water (hereinafter "water facilities") for which the point of diversion, storage, or withdrawal is on National Forest System (NFS) lands may be initiated, developed, certified, or adjudicated by the holder unless expressly authorized in this permit. The authorization of any water facilities in the permit area is granted to allow use of water only in connection with the Organization Camp authorized by this permit. If the use of any water facilities in connection with this Organization Camp ceases, the authorization to use any associated water facilities terminates. The United States may place conditions on installation, operation, maintenance, and removal of water facilities that are necessary to protect public property, public safety, and natural resources on NFS lands in compliance with applicable law. Any change in a water facility, including a change in the ownership or beneficial use of water or location of use of water from a water facility, that is not expressly authorized in this permit shall result in termination of the authorization for that water facility.

2. Water Rights. This permit does not confer any water rights on the holder. The term "water rights" includes all authorizations, such as certificates, reservations, decrees, or permits, for water use issued under state law. Any necessary water rights must be acquired and maintained by the holder in accordance with State law and the terms of this permit. After this permit is issued, all water rights obtained by the holder for facilities that divert or pump water from sources located on NFS lands for use on NFS lands, whether authorized or unauthorized, are for the benefit of the United States and shall be acquired in the name of the United States. Any expenses for acquiring and maintaining water

rights shall be the responsibility of the holder and not the responsibility of the United States. The United States reserves the right to take all actions necessary to maintain and protect any right to divert and use water on site

WATER RIGHTS HELD IN THE NAME OF THE UNITED STATES(if none, so state)

State ID #	Owner	Purpose of Use	Decree, License, or Certificate #	Point of Diversion	Point of Use
None					

F. RISK OF LOSS. The holder assumes all risk of loss to the authorized improvements. Loss to the authorized improvements may result from but is 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 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.

G. 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 that are associated with the use and occupancy authorized by this permit. Damage includes but is not limited to destruction of or damage to National Forest System covered by this permit, fire suppression costs, and destruction of or damage to government-owned improvements covered by this permit

1. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs in connection with rehabilitation or restoration of natural resources associated with the use and 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 in connection therewith.

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

H. HEALTH AND SAFETY. The holder shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder’s employees or agents. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty

under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

I. ENVIRONMENTAL PROTECTION

1. For purposes of clause IV.I and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of 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.

2. Prior to use and occupancy authorized by this permit, the holder shall conduct a site assessment that meets the objectives and performance factors of 40 CFR Part 312, Innocent Landowners, Standards for Conducting All Appropriate Inquiries (site assessment). The holder may use The American Society for Testing and Materials (ASTM) guideline E1527-13, entitled Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, or the most recent version (40 CFR 312.11(b)), or select an alternate practice that constitutes all appropriate inquiries consistent with good commercial and customary practices. The purpose of the site assessment is to identify Recognized Environmental Conditions (RECs) at the property, that is, the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. Upon revocation or termination of this permit, the holder shall conduct another site assessment, which shall document the environmental condition of the permit area at that time and describe any storage, release, or disposal of hazardous materials during the holder's use and occupancy of the permit area. Both the pre-occupancy and pre-revocation or termination site assessments prepared by the holder shall be subject to written approval by the authorized officer. A comparison of the two site assessments shall assist the authorized officer in determining whether any environmental cleanup or restoration is required. Any cleanup or restoration shall be completed promptly by the holder in accordance with all applicable federal, state, and local laws and regulations.

3. 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 and occupancy of the permit area. Environmental damage includes but is not limited to 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. If the environment or any government property covered by this permit becomes damaged in connection with the holder's use and occupancy, the holder shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

4. The holder shall as soon as practicable, as completely as possible, and in compliance with all applicable laws and regulations abate any physical or mechanical procedure, activity, event or condition existing or occurring in connection with the authorized use and occupancy during or after the term of this permit that causes or threatens to cause harm to the environment, including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources.

J. 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 and 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 and 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, including but not limited to the 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 activities to mitigate damages in addition or as an alternative to monetary indemnification.

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 the insurance policy and require any changes needed to ensure adequate coverage the United States in connection with the authorized use and occupancy. 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 and to the extent of the full limits of insurance available to the holder. The holder shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the insurance policy. 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 **Angeles National Forest, 701 N. Santa Anita Ave. Arcadia CA. 91006**. 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 associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of:

\$ 25,000 for injury or death to one person per occurrence;
\$ 300,000 for injury or death to more than one person per occurrence; and
\$ 500,000 for third-party property damage per occurrence.

2. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the

availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established case by case by the authorized officer based on the degree of environmental risk from the holder's operations. The storage and use of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

L. 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.

V. RESOURCE PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use and 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. WATER POLLUTION. No waste or by-product shall be discharged into water if it contains any substance in concentrations which will result in harm to fish and wildlife, or to human water supplies. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water that would result in harm to fish and wildlife or to human water supplies.

C. ESTHETICS. The holder shall protect the scenic esthetic values of the permit area and the adjacent land to the greatest extent possible during construction, operation, and maintenance of the authorized improvements.

D. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism or disorderly conduct and when necessary shall contact the appropriate law enforcement officer to address these problems.

E. PESTICIDE USE.

1. Authorized Officer Concurrence. Pesticides may not be used outside of buildings in the permit area to control pests, including undesirable woody and herbaceous vegetation, (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. Pesticide-Use Proposal. Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer., submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. 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 require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. Labeling, Laws, and Regulations. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

F. ARCHAEOLOGICAL AND 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 follow the applicable inadvertent discovery protocols for the undertaking provided in an agreement executed pursuant to section 106 of the National Historic Preservation Act, 54 U.S.C. 306108; if there are no such agreed-upon protocols, the holder shall leave these discoveries intact and in place until consultation has occurred, as informed, if applicable, by any programmatic agreement with tribes. Protective and mitigation measures developed under this clause shall be the responsibility of the holder. However, the holder shall give the authorized officer written notice before implementing these measures and shall coordinate with the authorized officer for proximate and contextual discoveries extending beyond the permit area.

G. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION (NAGPRA). 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 follow the applicable NAGPRA protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the holder shall as soon as practicable notify the authorized officer 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 forest archaeologist 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.

H. PROTECTION OF THREATENED AND ENDANGERED SPECIES, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT

1. Threatened and Endangered Species and Their Habitat. 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. 531 *et seq.*, as amended, or within designated critical habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing threatened or endangered species or designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

I. 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.

J. CLEANUP AND REMEDIATION

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the Forest Service 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 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 permit area to the Forest Service free and clear of contamination.

K. WATER WELLS AND ASSOCIATED PIPELINES

1. Other Jurisdictional Requirements. Clause IV.E governs water rights and water facilities. The holder shall obtain all required state and local water permits, licenses, registrations, certificates, or rights and shall provide a copy of them to the authorized officer. For new wells, this information shall be provided prior to disturbing National Forest System lands for the purpose of water use or development.

2. Well Construction or Development. For new or reconstruction of existing wells, the holder shall prepare a well construction and development plan and submit it to the authorized officer for approval. The well development and construction plan must have prior written approval from the authorized officer before well construction or development is initiated. The holder shall follow applicable federal, state, and local standards for design, construction, and development of new wells or reconstruction of existing wells. If such standards do not exist, the holder shall follow applicable standards issued by the American Society for Testing and Materials (ASTM), American Water Works Association (AWWA), or National Ground Water Association (NGWA). The construction and development plan must identify all potential sources for any proposed water injection during well construction or development. Only non-chlorinated, potable water may be injected during construction or development of wells to be used for monitoring or water withdrawal. Copies of all documentation for drilling, constructing, or developing wells, including all drilling, boring, and well construction logs, shall be provided to the authorized officer within 60 days of completion of work.

3. Water Conservation Plan. The holder shall prepare and submit for written approval by the authorized officer a water conservation plan utilizing appropriate strategies to limit the amount of water removed from National Forest System lands.

4. Well Decommissioning. The holder shall properly decommission and abandon all wells that are no longer needed or maintained in accordance with applicable federal, state, and local standards for water well abandonment. If such standards do not exist, the holder shall follow applicable standards issued by the ASTM, AWWA, or NGWA. At least 30 days prior to initiation of well decommissioning, the holder shall submit a well decommissioning plan to the authorized officer. The well decommissioning plan shall have written approval from the authorized officer before well decommissioning is initiated. All documentation of well decommissioning shall be provided to the authorized officer within 60 days of completion of the work.

VI. LAND USE FEE AND DEBT COLLECTION

Fees - Organizational Camps (A-16).

ORGANIZATIONAL CAMP FEE. The annual fee due the United States for the activities authorized by this permit shall be calculated using the following formula:

Fee = Land Use Fee + Other Revenues Fee + Facility Use Fee, where:

A. LAND USE FEE. The Land Use Fee = .05 (Acres x Value Per Acre x Annual Adjustment Factor) - Reductions for Priority 1 and Priority 2 Use.

The land use fee may be offset pursuant to section 3 of the Federal Timber Contract Payment Modification Act (16 U.S.C. 539f). This offset work and its value shall be documented and agreed to in advance.

1. The Value Per Acre is the estimated per-acre market value of land and buildings in the county where the camp is located, as reported in the most recent Census of Agriculture conducted by the National Agricultural Statistics Service. The Annual Adjustment Factor is the annual compounded rate of change between the two most recent Censuses of Agriculture.

2. Reductions to the land use fee for Priority 1 and Priority 2 use are calculated as follows:

Priority 1 - Reduce the annual land use fee proportionate to the number of individuals with a disability and children at risk annually who attend the organizational camp.

Priority 2 - Reduce the remaining land use fee amount by up to 60 percent, proportionate to the number of persons annually who attend the organizational camp and participate in youth programs through organized and supervised social, citizenship, character-building, or faith-based activities oriented to outdoor recreation experiences.

3. The land use fee may not be reduced below the minimum land use fee. The minimum land use fee is \$300, unless adjusted by the region where the organizational camp is located, per FSM 2715.04b, paragraph 1. The minimum fee is due in advance of use and is not refundable.

B. FEE BASED ON OTHER REVENUES. Revenue derived under this permit for purposes other than to introduce young people or individuals with a disability to activities that they may not otherwise experience and to educate them on natural resource issues is subject to a fee of 5 percent of adjusted gross revenue.

The fee based on other revenues may be offset pursuant to section 3 of the Federal Timber Contract Payment Modification Act (16 U.S.C. 539f). This offset work and its value shall be documented and agreed to in advance. Estimated fees based on other revenues shall be calculated on an Estimated Fee Determination Sheet. Payments shall be made quarterly in advance of use.

1. Documentation of Revenue. Separately document revenue derived under this permit for purposes of introducing young people or individuals with a disability to activities that they may not otherwise experience and to educate them on natural resource issues, from revenue derived under this permit for other purposes.

2. Accounting Records and Access. The holder shall follow generally accepted accounting principles or another cash basis of accounting in recording financial transactions. When requested by the Forest Service, the holder at its expense shall have its annual accounting records audited by an independent public accountant acceptable to the Forest Service. The holder shall make all of the accounting books and supporting records for the business activities authorized by this permit available for audit by the Forest Service or other federal agencies authorized to review Forest Service activities. The holder shall retain these records and make them available for review for 5 years after the end of the year in which they were generated, unless disposition is otherwise authorized by the Forest Service in writing.

C. FACILITY USE FEE. There is no facility use fee for this permit. The facility use fee is N/A which is 5 percent of the value of the Government-owned facilities authorized by this permit. The facility use fee is subject to Granger-Thye fee offset in accordance with clauses VI.D and E. The facility use fee is not subject to reduction or waiver, or offset pursuant to section 3 of the Federal Timber Contract Payment Modification Act (16 U.S.C. 539f).

D. 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 settlement terms or an appeal decision.

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 (for example, 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.

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.

5. NONPAYMENT. Failure of the holder to make timely payments, pay interest charges, or any other charges when due shall be grounds for revocation of this permit.

E. 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 when the fee system used to calculate the land use fee is modified or replaced.

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 and conditions 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.C, 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, VII.A.2, or VII.A.3, the authorized officer shall give the holder a reasonable period, not to exceed 90 days, to cure any noncompliance.

B. REVOCATION FOR SPECIFIC AND COMPELLING REASONS IN THE PUBLIC INTEREST

1. If during the term of this permit the authorized officer determines that specific and compelling reasons in the public interest require revocation of this permit, this permit shall be revoked after 90 days written notice to the holder, provided that the authorized officer may prescribe a shorter notice period if justified by the public interest. The Forest Service shall then have the right to purchase the holder's authorized improvements, remove the holder's authorized improvements, or to require the holder to relocate or remove them. The Forest Service shall be obligated to pay the lesser of (1) the cost of relocation and damages resulting from their relocation that are caused by the Forest Service or (2) the value of the authorized improvements as determined by the Forest Service through an appraisal of their replacement cost, less an allowance for physical depreciation. If that amount is fixed by mutual agreement between the authorized officer and the holder, that amount shall be accepted by the holder in full satisfaction of all claims against the United States under this clause. If mutual agreement is not reached, the authorized officer shall determine the amount to be paid, which

shall become part of the revocation decision. A payment made pursuant to this clause is subject to the availability of appropriations. Nothing in this permit implies that Congress will appropriate funds to cover a deficiency in appropriations.

2. If revocation in the public interest occurs after the holder has received notification that a new permit will not be issued following expiration of this permit, the amount of damages shall be adjusted as of the date of revocation by multiplying the replacement cost by a fraction which has as the numerator the number of full months remaining in the term of the permit as of the date of revocation (measured from the date of the revocation notice) and as the denominator the total number of months in the original term of this permit.

C. 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 onsite 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 onsite review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

D. APPEALS AND REMEDIES. Written decisions made 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, other than as provided in clause VII.B.

E. 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 is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

F. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT. Except as provided in clause VII.B., upon revocation of this permit or termination of this permit without issuance of a new permit, the authorized officer has the discretion to require the holder to sell or remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and to restore the site to the satisfaction of the authorized officer. If the holder fails to sell or remove all structures or 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.

G. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND EXPIRATION OR REVOCATION. Notwithstanding the termination or revocation of this permit, its terms and conditions shall remain in effect and shall be binding on the holder and the holder's personal representative, successors, and assignees until all the holder's obligations and liabilities accruing before or as a result of termination or revocation of this permit have been satisfied.

VIII. 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 authorized officer 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 LOS ANGELES, CITY OF, LAR100301, dated 12/11/1959.

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. Noxious Weeds and Exotic Plant Prevention and Control

The holder shall be responsible for the prevention and control of noxious weeds and exotic plants arising from the authorized use. For purposes of this clause, noxious weeds and exotic plants include those species recognized as such by Federal, State, or local agency. The holder shall follow prevention and control measures required by Federal, State, or local agency. When determined to be necessary by the Authorized Officer, the holder shall develop a plan for noxious weed and exotic plant prevention and control. These plans must have prior written approval from the Authorized Officer and, upon approval, shall be attached to this permit as an appendix.

F. Surface Protection and Restoration.

The holder shall prevent and control soil erosion and gulying on National Forest System lands in and adjacent to the permit area resulting from construction, operation, maintenance, and termination of the authorized use. The holder shall construct authorized improvements so as to avoid accumulation of excessive amounts of water in the permit area and encroachment on streams. The holder shall revegetate or otherwise stabilize (for example, by constructing a retaining wall) all ground where the soil has been exposed as a result of the holder's construction, maintenance, operation, or termination of the authorized use.

G. Bear Proof Waste Receptacles (R5-D10). The holder shall provide only bear-proof waste receptacles within the permit area and bear-proof food storage containers inside authorized improvements to inhibit attraction by wildlife and pets. In the event that full retrofitting of the entire site is not feasible within one operating season, a phased-in schedule will be specified in the Operations Plan agreed to by the authorized officer.

H. Fire-Control Plan (F-20).

The holder shall prepare a fire plan for approval by the Authorized Officer which shall set forth in detail the plan for prevention, reporting, control, and extinguishing of fires on the authorized areas

and within the holder's area of responsibility defined on an attached map. Such plans shall be reviewed and revised at intervals of not more than three (3) years.

I. C-14. Operating Plan for Supervision of Children (Other Than For Ski Areas).

OPERATING PLAN. The holder shall prepare and by February 1st and annually revise an operating plan. The operating plan must be prepared in consultation with the Authorized Officer or the Authorized Officer's Designated Representative and must cover all operations authorized by this permit. The operating plan must outline steps the holder will take to protect public health, safety, and the environment. The plan must 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 also must provide that if the holder, holder's employees, agents, or contractors learn of facts that give reason to suspect that a child under the age of 18 has suffered physical or mental injury, sexual abuse or exploitation, or negligent treatment (child abuse), the holder, holder's employees, agents, or contractors shall as soon as possible report the child abuse to [the local law enforcement or child protective services agency, as designated in 28 CFR Part 81, Subpart A] and as soon as practicable thereafter to the Authorized Officer. The operating plan must include:

1. The name, address, telephone number, facsimile number, and e-mail address of [the local law enforcement or child protective services agency, as designated in 28 CFR Part 81, Subpart A].
2. A schedule for providing periodic training on the signs of child abuse and the reporting requirement when child abuse is suspected.
3. A Sample for Reporting Suspected Child Abuse or Neglect and, to the extent mandated by applicable state law, the requirement for all employees who work with children under the age of 18 to undergo a criminal background check.

The operating plan and any revisions to the operating plan must be submitted by the holder and approved by the Authorized Officer prior to the 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, operating plan, annual use reports, and any other concerns either party may have.

J. Use by Other Groups (X-16).

This authorization is issued with the understanding that the holder will make the camp and facilities available for use by other groups and organizations to the extent possible to obtain the greatest total use during the year: Provided, that the use by other groups does not conflict with the scheduled use by the holder. The holder will furnish the Authorized Officer annually on or before Enter Date, a schedule of use, organizations using, and planned number of users.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL OF 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.

ACCEPTED:

LOS ANGELES, CITY OF
Department of Recreation and Parks
Michael A. Shull
General Manager

NAME AND TITLE	SIGNATURE	DATE
----------------	-----------	------

APPROVED:

Jerome E. Perez,
Forest Supervisor

NAME AND TITLE	AUTHORIZED OFFICER SIGNATURE	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 1 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, age, disability, and, where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (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 toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). 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.

APPENDIX A MAP OF THE PERMIT AREA

APPENDIX B AUTHORIZED IMPROVEMENTS

The following facilities are authorized by this permit:

A. Land-Based

- Main Lodge with small staff rooms and kitchen, with large Outdoor Picnic Plaza;
- Three (3) large Dormitory Cabins and eight (8) Small Cabins;
- Small Residence (manager/caretaker lodging);
- Workshop Cabin,
- Small Concrete Utility Shed
- Pool House and Locker Facility with a non-operational outdoor pool;
- Outdoor Amphitheater;
- Boys Outhouse and Girls Outhouse;
- Canteen Shed;
- Water Tank Cabin;
- Large Water Tank - 100,000 gallon concrete structure; and,
- Two (2) Small Water Tanks - 20,000 gallon steel structures.

APPENDIX C AUTHORIZED SERVICES

The services authorized under this permit are:

- HIKING (daily)
- Environmental education (daily)
- Dorm Cabin team building (daily - camp activities - sports, games, arts, songs etc...)
- Unified camp time - for breakfast, lunches and dinner
- Unified camp time for evening amphitheater fun (camp songs, skits and fire - if allowed)
- Camp service time to help with forest needs in and around the camp itself (all campers to participated for minimum of a half day)
- Camp field trips to local "attractions" - Chilao Nature Center, Mt. Wilson, Buckhorn waterfall trail, etc
- Weekend of Summer field trips for youth from RAP Rec. Centers
- Periodic RAP sponsored activities at the Camp as an enhancement of RAP camping and recreational programs.

Appendix D: Operating Plan

Appendix E

Sample of Reporting Suspected Child Abuse or Neglect

AUTHORITY: Crime Control Act of 1990 (42 U.S.C. 13031)

Information on suspected child abuse or neglect that the holder or the holder's agent obtains should be reported to [the local law enforcement or child protective services agency, as designated in 28 CFR Part 81, Subpart A] with authority to take emergency action to protect children who are abused or neglected. Retain a copy for your records. Some of the information obtained in this type of reporting may be subject to protection by the Privacy Act 5 U.S.C. sec. 552a.

Date of Initial Call(s):

January 1, 2013

Name, Title, Organization, Address, Telephone Numbers, Fax Number, and E-Mail Address of Persons Contacted:

John Doe, Sargent, Smith County Police, 100 Broad Street, Arlington, VA, 703-555-5000, 703-555-5001, John.Doe@smithcountypolice.com

Action Taken in Response:

Report opened and filed

Date of Follow-Up Call(s) or Other Contacts:

February 1, 2013

Name, Title, Organization, Address, Telephone Numbers, Fax Number, and E-Mail Address of Persons Contacted:

John Doe, Sargent, Smith County Police; 100 Broad Street, Arlington, VA; 703-555-5000; 703-555-5001, John.Doe@smithcountypolice.com

Action Taken in Response:

Report closed and filed

Permit Holder's Name, Address, and Telephone Numbers:

James Smith, Smith County Recreation; 120 Broad Street, Arlington, VA; 703-555-5100; 703-555-5101, James.Smith@smithcountyrecreation.com

Child's Complete Name, Including Middle Initial Gender Age Date of Birth

Jane L. Doe Female 10 May 1, 2002

Child's Address and Telephone Numbers:

555 Main Street, Arlington, VA; 703-555-5201

Name of Child's Parents or Guardian: Thomas Doe
Relationship: Father

Parents' or Guardian's Address and Telephone Numbers:
555 Main Street, Arlington, VA; 703-555-5201

Name of Persons Suspected of Abuse or Neglect: Fred Thomas
Relationship: Counselor

Address and Telephone Numbers of Persons Suspected of Abuse or Neglect:
755 Broad Street, Arlington, VA; 703-555-5301

Check all that apply:

Physical Injury Sexual Abuse Emotional Neglect or Abuse
 Physical Neglect Other (specify):

State the nature and extent of the current injury, neglect, or sexual abuse to the child in question and the circumstances leading to the suspicion that the child is a victim of abuse or neglect:
Counselor punched child in public view of the class he was supervising.

If known, provide information concerning any previous injury, sexual abuse, or neglect experienced by this child or other children in this child's family, including any previous action taken in response:
None known

State other information that may be helpful in establishing the cause of the child's status:
No information available

Signature and Title of Person Making Report: Signed Here Date: January 1, 2013

Distribution: [Insert the name, address, telephone number, facsimile number, and e-mail address of local law enforcement or child protective services agency, as designated in 28 CFR Part 81, Subpart A]

Appendix F: Master Development Plan

A Master Development Plan (MDP) will be developed by the permit holder within 1 year from the date of this permit. The MDP will identify the current condition of the camp, identify any deficiencies that the permit holder would like to address and will identify a proposed plan that will help address the deficiencies identified, which will improve camp programs and enhance camp visitor experiences. Once the MDP is accepted by the Forest, it will be made a part of the permit and the camp may work on implementing the improvements identified in the plan contingent on NEPA compliance and Forest Service Written authorization.

“GOALS For Valcrest”

Restoration & Operation Timelines



Updated January 13, 2022

GOALS



“GOALS For Valcrest”



Camp Valcrest Development Timelines

Featuring restoration and eventual camp operations.

Narrative of restoration by phases (5 pages)

Phase 1 Chart: January 2022—December 2022

Phase 2 Chart: January 2023–December 2023

Phase 3 Chart January 2024-December 2024

Map Overviews of Phases 1—3 (3 Pages)





Camp Valcrest 3-Phase Restoration Leading To Operation Narrative

Due to the relative scale and complexity of the broad restoration project which we have dubbed “GOALS For Valcrest” – we have formulated a **3 phase approach** for restoring the surviving camp structures with an on-going and parallel approach in addressing the various infrastructure mapping, assessment, and where needed, maintenance needed to make the camp operative again. The forecast timing was originally predicated on an expectation (from GOALS’ hopeful standpoint of a roughly 9-month permit renewal (USDA/Forest Service to City of LA) and sub permit (LA to GOALS) development and approval period. Nine months has lengthened to double that – 18 months and counting. However, as of early December of 2021, light is now seen at the end of the tunnel!

A basic narrative flows below as a companion to series of updated charts which span a multi-year period. These address all camp structures and the infrastructure. The work to reclaim the camp to reasonable operating order is projected to be conducted over a 3 to 4-year period commencing with an approved long-term agreement between GOALS and the City of LA Parks and Recreation agency. As with all projects involving long unused facilities, there are obviously multiple unknowns. Moreover, weather, fire potential and other external factors may end up playing a role affecting the length of time it will take to see through all that is needed to accomplish as we have forecast.

The project phases – feature a **Phase 1** which is intended to secure and improve the physical appearance of the “camp core” structures while working to thoroughly assess and begin the necessary (long deferred) major maintenance to the water, septic, electrical, propane gas, firefighting and road systems. The infrastructure endeavor is envisioned as a multi-year process – which in the early portion of that timeline may be initially sufficient to enable very modest camp use. As the infrastructure improvements progress, so presumably can camp utilization over the 3-4 year period that is anticipated for that parallel approach. The plan as designed and with timing now updated (see attached exhibits), is to both fundamentally arrest any continuing ruin while demonstrating necessary very tangible progress, as major resources are attracted to the revitalization efforts.

Phase 1 will embrace the initial restoration by “catching up” the long-deferred maintenance for the following major camp “core” structures:

- The Camp “Utility” Cabin – a slab on grade wood frame structure which lies on the uppermost portion of the camp just north of the camp water tanks (which are set on the highest portion of the camp’s topography). GOALS has already completed some important safety service efforts such as correcting a dangerous open electrical circuit, adding dusk to dawn security lighting, and protecting the structure from vandalism and ongoing damage from the elements with siding repair, painting, new door installation and window protections. GOALS also removed a rather substantial amount of refuse that was piled up at some previous time and left in that space.
- A small “Concrete Cabin”, which is a very small single-story slab on grade structure built of solid concrete that we guess at one time stored flammable materials. GOALS has already secured that cabin to prevent vandalism with a new custom-built door, paint, and added solar security lighting.

- The Camp “Shop” which is a roughly 500 square foot slab on grade structure and is designed to house tools and various supplies to enable routine on-going maintenance. GOALS made a series of safety and security related service efforts to prevent ongoing vandalism by installing custom made doors, building custom hinged protective shutters for two large windows, adding security lighting, and building a stabilizing “deck” to reverse the serious access and erosion issues that had developed on the west side of this structure.
- The old “host”/Caretaker Cabin. This is a roughly 1,000 square foot single story structure with a raised foundation that we anticipate as the “nerve center” of the camp. We have made a series of safety and security improvements to this structure which had a host of dangerous deferred maintenance matters involving the structure itself, water and electrical problems. Live animals and snakes had open access through grade level siding gaps at this building which have all been corrected permanently by GOALS’ service efforts. We put an end to any future deterioration of the exterior with window and siding improvements including 6 new coats of paint on the siding which had been badly neglected for what appeared to be decades. Note there is an overhang connecting the caretaker cabin with the Shop cabin. That has also been secured by GOALS with new doors and protected with fresh paint.
- The Boys/Men’s Outhouse Cabin. This is a single-story slab on grade structure with 3 “pit” toilets and stalls. GOALS did install privacy doors on each stall given the service efforts we have led for more than a year – with use necessary of this small “cabin” as this was the only real restroom of sorts that we had for our service members on missions. We also repaired numerous deferred maintenance problems – which included the creation of a bulwark and repairs to the western wall and grade level siding which had completely rotted. This has now been entirely corrected, and new (matching) siding and trim have restored the appearance of this prominent structure.
- The Canteen Cabin. This is a small raised foundation structure which seemingly served as a food and snack distribution spot to supplement lodge kitchen service when the camp was operative more than 2 decades ago. This structure has had some foundation shifting that has led to some unique mild “twisting” of the upper portion of the building which is only about 100 square feet in size. GOALS has inspected this facility and will conduct additional engineering assessment – though we believe the structure can and should be salvaged – not demolished. A rebuilt “ecto skeleton” is recommended to secure the lower foundation – though this is somewhat complicated given the extreme slope on which this small structure was built. However, GOALS has engineered and executed similar structural retrofits so the recipe for reclamation is well in hand.
- The transformed Little Shed Cabin. The nearby small slab on grade storage shed “cabin” has been transformed and dubbed “Shorkey’s Shower house” in honor of Dave Wilk’s loyal dog Shorkey who enjoys warm showers! By the way so do coaches who volunteer service sometimes up to 14 hours a day at Valcrest over the past year. GOALS took some initiative here to take one of the most dilapidated (and smallest at 50 square feet) structure at the camp and transform it into a prototype model look with exact replica matching siding and character respecting that of the surviving camp structures. With a bit of ingenuity and water we bring in weekly, we rigged up an internal shower (the little shed already had a drain that we unclogged and snaked out for more than 50 feet) and turned the camp’s most visible eyesore into a unique example that underscores GOALS’ abilities to make proverbial lemonade out of lemons.

- The Camp Lodge. This is the largest structure at the camp (excluding the massive roof-damaged camp concrete water tank) and measures in at approximately 2,500 square feet. It is a two story (plus upper attic) slab on grade structure which appears to have had some modifications over the 70 plus years of the camp's existence. There is an upper multi-purpose room of roughly 1,000 square feet and 6 very small side rooms for camp staff/lodging. The lower level features a large commercial kitchen – which may be operative in many respects (though not yet assessed), and provision for group eating of as many as 40-50 inside. There is an outer concrete 'deck" which appears to be very solid and stable – which has surviving tables and benches. The lodge needs substantial catch up maintenance and obvious flooring, lighting, siding, and painting needs. The water plumbing, and all refrigeration, ventilation, and kitchen needs must be assessed, and repairs/maintenance performed. A "modern" ADA elevator was installed at some point in the past. This must be tested and as needed put into working order or replaced. Exterior siding (which does not match the surrounding cabins and is obviously not original) must be carefully resealed/caulked and in most areas repainted. Deck railings have been cosmetically improved by GOALS to put a "lived in" face on the camp but additional strengthening for safety is needed. Doors need to be reset, potentially replaced. Bathroom fixtures need replacement. A long exterior staircase is in bad condition and requires strengthening and a rebuild of the stringers and treads from top to bottom. The hot water system must be tested and potentially replaced. The roof has been upgraded – perhaps a decade ago – but wind damage has blown off some of the "newer" tiles and repairs must be made in various locations. The gutters are not set properly and must be replaced with new, covered gutters to safely carry off water or melted snow (if it ever rains or snows again in SCAL!). There may not be any single devastating maintenance problem per se but there is a collection of definite needs to address and given the large size of this structure – this will prove to be a lengthy and costly part of the Phase 1 focus. Likely in the 6-figure range.
- The Girls/Women's Outhouse is a very small - roughly 150 square foot – two toilet slab on grade pit type outhouse. The upper structure was badly weathered, and GOALS took some steps to again make some basic repairs to siding and framing to help put a "good face" on the main core of the camp. This small structure needs only some modest siding repair and will benefit from new paint both inside and out, the installation of a working foot pump hand wash station, and some new flooring inside. There was once working power to this small building which is currently (safely) disconnected. Lighting, if needed, could easily be installed using DIY solar technology.
- The Apache "Dormitory Cabin" is a raised foundation large residential cabin with its own septic system, bathroom and sizeable living quarters – with potential for comfortably hosting 12+ campers. Under old camping guidelines as many as 20 campers were seemingly accommodated in this cabin. However new guidelines shrink occupancy for health and safety reasons. This structure has three points of ingress/egress – all stair driven given the slope that it was built on along with its raised frame. The plumbing access is excellent in the 3-foot-high crawl space under the cabin and appears to be in good shape. GOALS secured this cabin through service missions as it was open and subject to vandalism. All three staircases have been entirely rebuilt by GOALS to enable safe access in the event of an emergency (fire). The "stairs" that were in place were loose, dry rotted or in some cases missing. The stringers and posts were near collapse as well. GOALS corrected a truly dangerous and aesthetically awful situation with this cabin. Other than some modest interior work needed – especially bathroom fixture replacements, and an assessment that there is

both propane, electrical and water delivery to this site which lies several hundred feet on a steep slope below the main lodge, restoration should be relatively straightforward and reasonably cost-efficient to put this on line as the initial residential cabin for camp youth use. A lengthy, ground anchored, multi-tiered staircase connects this Apache Cabin to the main lodge and this was entirely rebuilt by GOALS service teams during the summer of 2020 to support emergency fire access as well as to convenience future pedestrian access to and from the dormitory to the lodge.

- Phase 1 will trigger all infrastructure follow-up assessment and action. Not all may be necessary for completion prior to initial very modest camp use and certainly not for ongoing service efforts. However, these steps must be taken in parallel with the steady efforts on all of the aforementioned structural maintenance as detailed above. In summary the water storage, sourcing, filtering (as needed) and distribution system must be established – incrementally. The septic system which GOALS has assessed rather thoroughly is seemingly the one infrastructure piece of which we have little concern at this point. However, the electric and propane “grids” need a thorough mapping and testing then maintenance where needed. This will end up being a costly, substantial and ongoing undertaking. The camp road system is torn up and almost unusable in sections. The grade is extremely steep which further complicates access and repair. This may prove to be another six-figure undertaking though GOALS has major connections in the paving industry and would hope to engage significant ‘in-kind’ support on this infrastructure need.

Phase 2 will address the next “ring” of cabins including two more dormitory cabins (Mohawk and Cree). These sit on a lower plateau to the east of the main lodge and main cabin road. Both can accommodate about 10 to 12 youth occupants. Again, at one time decades ago, occupancy rates may have been rated as much higher. Both need some interior and exterior maintenance – but like their “sister” dormitory cabin – the Mohawk cabin, these both appear to be relatively straightforward in their “catch-up needs”. There are 3 other Phase 2 cabins targeted which feature small, 400 square foot “summer cabins”, survivors of the dreaded Station Fire that wiped out their 8 other nearby cabin’ siblings” some 13 years ago. These all lie to the west of the lower Mohawk Cabin down a steep grade. Due to their very primitive design and small size, GOALS considers these to be relatively straightforward in terms of a repair process and are projected to have financially modest restoration targets in the \$10,000 - \$15,000 range apiece. At one time they appeared to be served by overhead electrical power. These may be ideal targets for a small “off grid” solar array. They may be best serviceable as camp education and activity cabins – hosting environmental classes for children, story time, outdoor preparation times, camp activities and other rotating indoor use. Even lower on the camp terrain is a badly dilapidated fire circle/amphitheater which is earmarked as a GOALS major summer of service 2022 project to be restored. A small flat “volleyball” location, archery location and basketball “court”, 2 small walkway bridges and small play field should also be integrated as part of the PHASE 2 endeavor.

Infrastructure needs will continue to be addressed and improved commensurate with the needs of the camp occupancy and buildings brought back “on-line” during this phase.

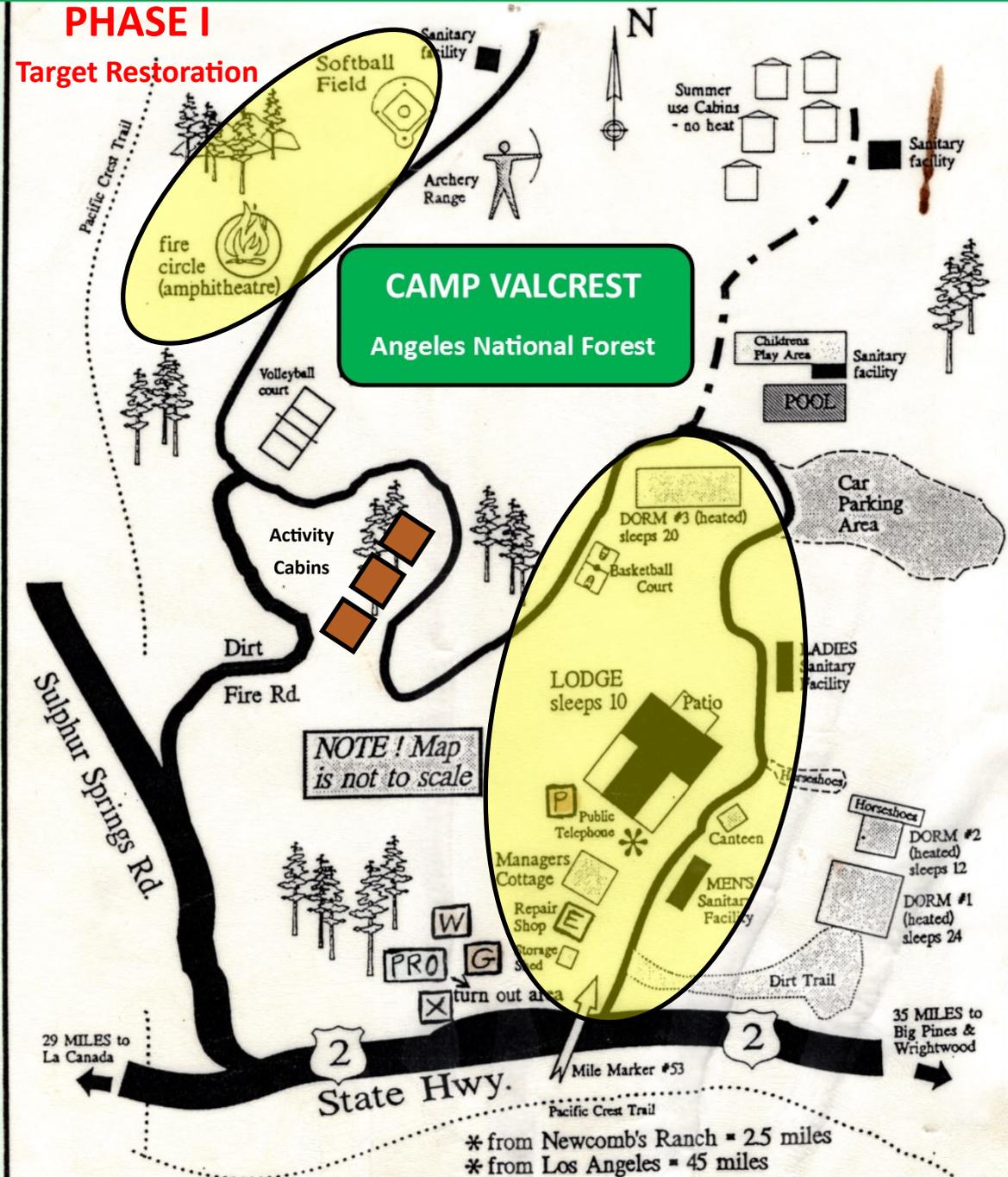
Phase 3 will address the remaining and most interesting (challenging?) aspects of the surviving camp structures. These include the long closed and fenced camp pool – the associated and badly deteriorated pool-house and outhouse/bathroom, and a cluster of an additional 5 small 400 square foot slab on grade, single story “summer cabins” which have been badly neglected and are at a very low elevation – quite far from the core camp structures. GOALS envisions this

as an ideal “GOALS Cadets Service” mini-village down the road – with young adults enrolled in our Summer Associates Program (largest AmeriCorps program in SCAL), basing their “Summer of Service” to support the camp and forest for 10 weeks of rewarding skill development and life changing service. During this final phase, we expect that the consortium of supporters and interested entities will recognize the virtue and value of the demonstrated track record by then of camp success and help push this project through to final completion within just 3-4 years of our official GOALS for Valcrest start. We do hope this will finally commence with a joint agreement by 2022 *after a nearly 2-year effort to reach this exciting point as we are poised for progress.*

Please refer to the updated 3 phase development charts to further understand the overall timetables and specific targeted structures.

PHASE I

Target Restoration



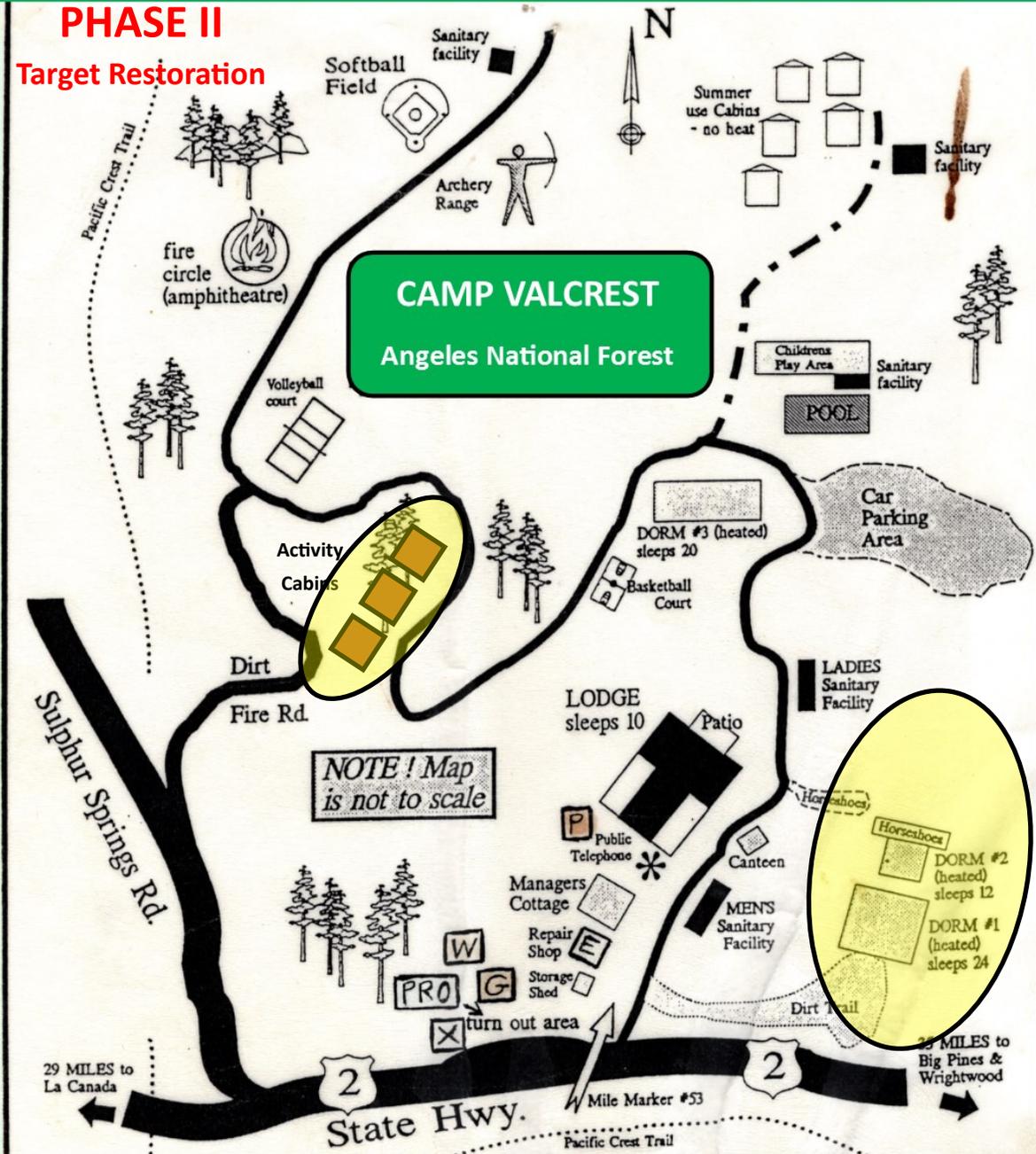
Other hiking trails in area;
Pacific Crest Trail
Silver Moccasin
Mt. Waterman



- "X" - EVACUATION AREA
- "W" - LOCATION OF WATER SHUT-OFF VALVE
- "G" - LOCATION OF GAS SHUT-OFF VALVE
- "E" - LOCATION OF ELECTRIC SHUT-OFF VALVE
- "P" - LOCATION OF PAY TELEPHONE
- "PRO" - PROPANE

PHASE II

Target Restoration



CAMP VALCREST
Angeles National Forest

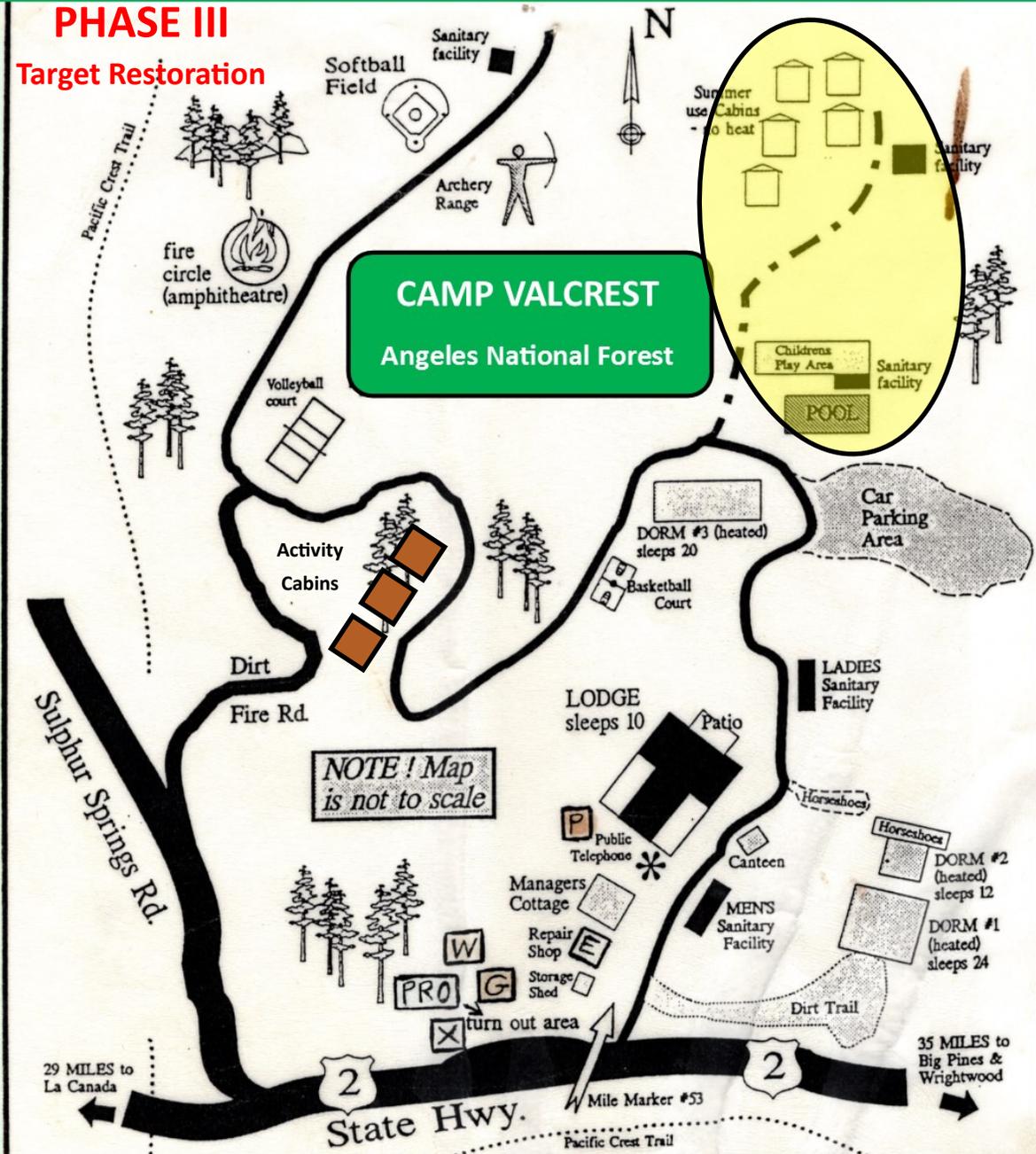
NOTE! Map is not to scale

Other hiking trails in area;
Pacific Crest Trail
Silver Moccasin
Mt. Waterman

- "X" - EVACUATION AREA
- "W" - LOCATION OF WATER SHUT-OFF VALVE
- "G" - LOCATION OF GAS SHUT-OFF VALVE
- "E" - LOCATION OF ELECTRIC SHUT-OFF VALVE
- "P" - LOCATION OF PAY TELEPHONE
- "PRO" - PROPANE

PHASE III

Target Restoration



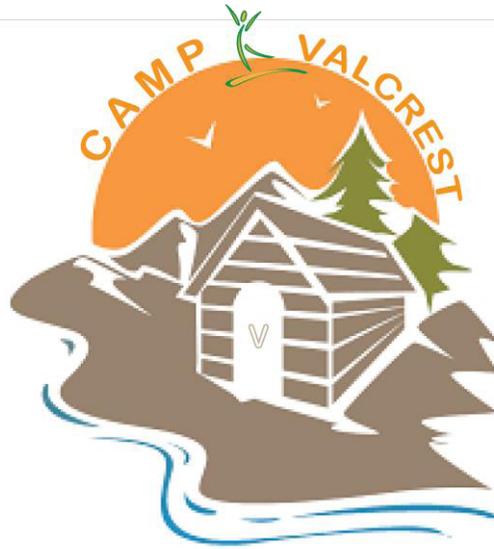
NOTE! Map is not to scale

* from Newcomb's Ranch = 2.5 miles
* from Los Angeles = 45 miles

Other hiking trails in area;
Pacific Crest Trail
Silver Moccasin
Mt. Waterman



- "X" - EVACUATION AREA
- "W" - LOCATION OF WATER SHUT-OFF VALVE
- "G" - LOCATION OF GAS SHUT-OFF VALVE
- "E" - LOCATION OF ELECTRIC SHUT-OFF VALVE
- "P" - LOCATION OF PAY TELEPHONE
- "PRO" - PROPANE



ANNUAL OPERATING PLAN FOR Camp Valcrest

Updated 12/2/21

Camp Valcrest
City of Los Angeles
Department of Recreation & Parks

Submitted to
City of Los Angeles
Recreation & Parks

Camp Valcrest – Operations Manual

Table of Contents

1. General Introduction	Pages 3-4
2. Camp Operations	Pages 5-6
3. Overview of core camp activities	Pages 7-9
4. Detailed procedures on higher risk activity (Archery & Trips)	Pages 10-12
5. Emergency Procedures	Pages 13-16
6. Hazardous Materials	Page 17
7. Firearms Control	Pages 18
8. Intruder At Camp - Procedures	Pages 18
9. General Supervision of Children	Pages 19-21
10. Incident Notifications	Pages 22
11. Water System	Pages 23-24
12. Sanitation System	Pages 25-26
13. Propane System	Pages 27
14. Electrical System	Pages 28
APPENDIX	Pages 29-36
A. Directions To Camp Valcrest	
B. Map of Camp Valcrest	
C. Emergency Utility Shutoffs	
D. Accident/Incident Report Form	
E. Suspected Child Abuse or Neglect Report Form	
F. "GOALS" For Valcrest Phase 1-3 Restoration Diagram	

GENERAL INTRODUCTION TO CAMP VALCREST

Camp Valcrest is a designated “Organization Camp” which was developed by the City of Los Angeles between 1943 – 1953 for urban youth to enjoy the wonders of nature and a forest camping experience. It is located some 30 miles above the city of La Canada and has 17 structures set on a sprawling site of an estimated 100-acre granite studded and wooded location tucked into valley at an approximate 6,000-foot-high elevation in the San Gabriel Mountains.

LOCATION

Access to Camp Valcrest is found some 30 miles north up the Angeles Crest Highway (Highway 2) from the city of La Canada at (est.) mile marker 53.5. The camp entrance is just northwest of the Angeles Crest Highway (Highway 2) with direct access leading down the main camp road to most of the facilities.

FOREST SERVICE CONTACTS

Camp Valcrest is situated on leased government land and has permission to operate under the authority of a Special Use Permit granted by the United States Forest Service. The camp is part of the San Gabriel Mountain National Monument.

Angeles National Forest Main Office

Jerome Perez
Forest Supervisor
701 N. Santa Anita Ave.
Arcadia, CA 91006
Jerome.Perez@usda.gov
(626) 574-1613 Office

Angeles National Forest Main Office

Matthew Bokach
Monument Manager
San Gabriel Mountain National Monument
110 N. Wabash Ave.
Glendora, CA 91741
Matthew.Bokach@usda.gov
626-260-3622 Office

GENERAL PROGRAMS

- General week-long and periodic weekend FREE camping opportunities are to be provided for youth which will peak during summer months but continue to operate year ‘round (weather permitting). Camp Valcrest does not discriminate on the basis of race, color, national origin, age, disability, religion, sexual orientation, or political beliefs.
- Camp Valcrest will provide an uplifting wilderness camp setting for modest size groups of 24 to 48 “at-promise” youngsters associated with City of Los Angeles RAP programs and/or those organized and overseen by a designated “sub-licensee” such as the long standing GOALS not for profit organization. Other organizations may also be involved in camping visits so long as they meet the fundamental criteria of having a mission oriented toward and participating populations of youth who are “at-promise” and in good standing as approved by the licensee and sub-licensee/operator.
- Camp Valcrest will also feature seasonal service programs which will teach forestry and camp maintenance skills and deploy teens and young adults as organized and trained through an organization such as GOALS on a sub-licensed basis. The intent is to support sustainability for the camp and the surrounding forest with periodic reviews of priority needs as identified in collaboration with the US Forest Service.

The **mission** of Camp Valcrest is *“to provide urban youth a barrier free opportunity to experience and appreciate the forest environment, and through that positive and healthy experience, to expand personal outlooks and horizons.* To achieve its mission, Camp Valcrest will provide free week-long summer program camps, weekend fall, winter and spring camps, and specialized multi-day camps during times such as “Spring Break” when groups of youngsters may have additional availability.

Overview of the Camp & Facilities

Camp Valcrest is composed of one large campground which can best be described as organized around four main zones with activity areas and/or facilities. These camp zones are as follows:

Camp Valcrest Center Camp Hub

This is the focal point of the camp which features the main lodge and dining facilities, a caretaker/key staff cabin, camp workshop, and main infrastructure control systems, two bathroom structures, a small “canteen” supply building, a dormitory cabin (Apache) that can comfortably house 14-16 campers and counselors, and three small cabins each of which are expected to host different types of camp activities such as environmental education, camp oriented arts and crafts, and a multipurpose cabin for activity orientations and training.

CAMP Valcrest – Lower Dormitory Cabins (Mohawk and Cree)

Set in a lower valley about 500 paces below the central hub, are two residential “dormitory cabins” which have their own bathrooms and can comfortably accommodate 24+ campers and counselors. These two cabins have beautiful vantage points which look out on cliffs and forest vistas. The Cree cabin is built at grade so it is wheelchair accessible. Both cabins are a relatively short distance to the lodge and other central camp hub facilities.

Camp Valcrest – Camp Amphitheatre and Activity areas

At the lowest elevation of the camp the amphitheatre/fire pit and play centers are to be found. A horseshoe pitch, archery range, and softball/multi-sports field (with backstop) will be available for campers to enjoy daily activities at the camp site, along with supplemental trail hikes, forest field trips, and educational activities as well.

Camp Valcrest – Lower North-Rast Cabin Cluster & Former Aquatics Facilities)

This portion of the Camp is targeted for renewal as part of a three-phase restoration plan as outlined by the prospective sub-licensee/permittee GOALS – operating in partnership with the City of LA/RAP. A large pool, pool house/locker room area, and lower set of 5 small cabins will await an adaptive restoration several years following the phased in restoration and operation of the other three Camp areas as reviewed above. It is expected that the pool will be converted to a multi-activity team zone with basketball, hockey, futsal and other team-building athletics featured. Some portion of the old pool house will hopefully be rescued – though the structural condition of this facility must be thoroughly verified.

The lower 5 cabins are substantially distanced from the core portions of the Camp and while they have some infrastructure support (electrical connections primarily), bathroom and water support will be needed in order to accommodate any future use. This may be an optimal portion of the camp to dedicate to a year ‘round maintenance/camp & forest service team in association with workforce training to be dedicated toward camp sustainability as well as surrounding forest sustainability projects. GOALS already has a strong service component in place which can be ‘exported’ readily.

Camp Valcrest - CAMP OPERATIONS

CAMP STAFF

Camp Valcrest will feature year-round camp opportunities and will employ both full-time and part-time employees to operate the camp facilities. Thanks to a strong current partnership with AmeriCorps and other agencies, universities and volunteers, staff costs will be supported and sustainable

- Full-time staff time to be apportioned includes: Executive Director, Camp Director, Program Administrator, Food Service and Facilities Coordinator. Some of this support will occur off-site.
- Part-time staff includes: Youth Activity & Education Coaches (3), Asst. Camp Director (1), Housekeeping Lead and Assistants (2), Maintenance Assistants (2), Camp Counselors – at peak (6), Nurse (1)
- A support group of several select senior teen GOALS Cadets and AmeriCorps staff including coaches affiliated with GOALS through the UP2US AmeriCorps coaching program will be involved as well.
- Seasonal Staff: Will include weekend staff for Spring, Fall and Winter “mini-camps” which will be drawn from the summer camp core staff. Additional maintenance support staff will likely be contracted on a periodic basis – particularly during the completion of the phased in restorations.

KEY CAMP STAFF CONTACTS

Dave Wilk

Executive Director/GOALS (Expected Sub-Permit/Licensee)
714-956-4625 office
714-931-4271 cell
Dave.Wilk@GOALS.org

Monica De La Cruz & Grace Cardona

Camp Co-Directors 714-
714-956-4625
714-351-6018 cell (Monica) 714-398-4619 cell (Grace)
Monica.D@goals.org Grace.C@goals.org

Joel Alvarez

City of Los Angeles/Recreation & Parks
(213) 202-5600 Office
Joel.Alvarez@lacity.org

CAMP Use Protocol

Camp Valcrest use is designed to respect the original intent of youth organization forest camps whose essential philosophy was to give underserved urban youth the opportunity to experience fresh mountain air, camp camaraderie, healthy activities, and a welcome relief from the poverty and sweltering summers and stresses often found in urban communities. GOALS & the City of Los Angeles RAP agency are teaming up in order to assure that there will be “turnkey” opportunities for free camp use by very deserving (“at promise”) urban youth. GOALS itself runs year ‘round program for more than 1,000 youngsters – all low income and all free programs. The City Recreation and Parks agency (RAP) operates 180 recreation centers with thousands of children involved and has an urban camping program. Together, the participation “goals” will be to involve more than 300 – 400 youngsters during each summer and potentially another 400+ during the course of the fall, winter and spring seasons at “mini-camps”.

GOALS will select participation from the neediest communities and the camp will itself be an incredible incentive for promising youth from various southern California areas who have demonstrated commitment, respect, leadership skills and an interest in self and community improvement. With the close collaboration of GOALS and the City of LA RAP agency, there will be a wealth of potential youth campers who will be scheduled in 10 cohort groups during the summer. All camp provisions including transportation will be provided by GOALS in partnership with RAP.

Weekend or other year 'round camp opportunities will be scheduled on a rolling basis throughout the year as a collaboration with GOALS and the City of LA/RAP potential cohort groups. These may be groups ranging from 16-40 in size and may involve use of one, two or all three of the "dormitory" cabins. All operations will be managed by GOALS which will provide all support services (including transportation) to enable safe and accessible camp use.

YEARLY SCHEDULE

Camp Valcrest is intended to operate year-round from January through December. With the elevation of camp at approximately 6,000 feet, the weather varies from freezing temperatures and snow in the winter to hot temperatures that can reach over 90 degrees in the summer months.

Winter

January through March is the main winter season at Camp Valcrest. During this weather may reduce some access due to the potential for impassable road conditions on the Angeles Crest Highway. This is the coldest time of the year at camp and some of the weeks can produce from a few inches of snow to more than a foot or two of snow. Assuming roads are safely passable, this would enable a very special time of the year for the weekend campers who we'll host from SCAL urban communities to experience playing in the snow, sledding and many fun indoor craft and educational activities. The outdoor amphitheater may not be accessible however the Camp lodge does have a large fireplace so this may be an ideal substitute for an evening (indoor) campfire and camaraderie.

Spring

April through the first part of June is the spring season at Camp Valcrest. During this time the weather begins to warm up and temperatures at camp begin to moderate. This is also the time when seasonal grasses, flowers and bushes begin to bloom. During this season weekend "mini-camps" will also be scheduled including the potential for full week "spring break" camping sessions for cohort groups.

As a "lead in" to peak summer activities, volunteer GOALS Cadets and AmeriCorps service oriented "squads" led by GOALS coaches and workforce training leaders will focus on major maintenance and general facility needs for at least 2 to 3 weeks prior to official peak summer activities.

Summer

The summer season will certainly be the peak portion of the camping year at Camp Valcrest. From mid-June until the end of August, the seasonal plan will be to host cohort groups ranging in size from 24 to 40 campers (plus various support staff) on site. This will be the primary period of the year when we will have week-long camps.

Fall

The fall season from late September to December begins seeing the cooler weather return to the mountains. The early fall has some of the most beautiful weather of the year. Weekend cohort groups will commence in October through December. We anticipate that there may be some special holiday events planned for needy youth (potentially orphans or homeless children who may not have a home to celebrate at for example). Fall will also be a "catch up" time to assure that the camp facilities are fully inspected, secure, and ready to weather the sometimes harsh climate. On-site crews coordinated by GOALS will likely spend portions of multiple weeks assuring that all of this takes place – in and around any scheduled mini-camps.

Camp Valcrest - ACTIVITIES

There will be six organized categories of activities (beyond sleeping and eating of course) that will be featured at full week camps and a “condensed” version of these activities will be offered at weekend “mini-camps”.

Educational (daily environmental awareness lesson)

Learn by Doing Activity (adaptive science projects using arts and crafts)

Outdoor Recreation (daily hiking and team play)

Forest Field Trips (featured excursions by GOALS sponsored bus trips to select sites)

Forest Service Basics: Introduction to basic forest service (long term encouragement for all campers)

Evening Camp Camaraderie

Educational Activity:

A daily 30 to 45-minute educational time period will be offered to campers who will rotate through in their cohort groups at the restored core area small “education activity” cabin. These interactive seminars will feature presentations on:

- Feature presentation on the national forests in the USA
- A feature on the Angeles National Forest highlighting facts, figures and upcoming hikes & field trips
- Presentation on environmental aspects of local forest native plants
- Presentation on environmental aspects of local water and weather matters
- Presentation on local animal species

Each presentation will feature handouts and lessons so that campers can enjoy learning and reference materials prior to lights out daily and/or when they return home after their camping adventure.

Lessons will be multi-media in nature and may also feature guest speakers/volunteers/forest service experts.

Materials will be developed in collaboration with the Forest Service and other environmentally oriented

Learn By Doing Activity-Time

A time period will be set aside daily to allow for each cohort groups to work on one or more science-oriented projects utilizing arts and crafts as a medium for learning fun. The emphasis will be on relating their project to the environment – helping to build both a better understanding of nature as well as an appreciation for caring for the environment including water, plant life, soil and air. Projects will be taken home by each camper as a reminder of their camp experience.

All materials and project oversight will be provided free of charge to the campers.

One of the three core/side cabins will be retrofitted to accommodate this project-based learning center.

Recreation Activities:

One of the most important reasons for being at the camp will be to experience the outdoors through healthy daily hikes and team play in the mountain air and beautiful surroundings.

General Safety:

All camp staff guides will be trained intensively to assure that safety guidelines are well understood and communicated each day. All equipment used will similarly be inspected daily to assure that it is in safe, working order (if used).

Hiking

A different daily hike will be a prominent and much anticipated plan for each cohort group – all carefully chosen to accommodate the abilities of the youth group. These will all be beginner level hikes – starting with exploring the large environs of the Camp Valcrest area itself – which is a large and very hilly setting. Each hike will include a brief overview of where the group will be going, a reminder that all campers follow hiking guidelines on spacing, and walking alertly, and that no one shall wander off trail.

A counselor will always lead the hike at the front, with a second counselor/coach at the rear of the hiking line. Check points will take place every 15 minutes. The first day hike will be limited to 30 minutes, with increases daily based on the abilities and adaptation of the group given the high elevations and adjustment period needed to accommodate less oxygen content in the air.

Team Play:

Playing games is the ‘business’ of children! Daily team play will be planned and will include healthy fun involving a different feature athletic opportunity including:

- Kickball
- Softball
- Polo/field hockey
- Olympic Handball
- Archery/Horseshoes

Emphasis will be made repeatedly on FUN – this will be non-competitive fun intended to build camaraderie and promote a love of physical sports activity.

The team sports activities will largely take place at the lowest point of the camp – the play field (with backstop) that will be restored during Phase I of the planned camp restoration efforts.

All of the team sports have very low risk of injury and are team/interactive in nature. The lone exception is the archery activity which does present a higher level of potential youth risk – and will only be introduced with older youth. Due to the emphasis we will place on safety – this particular recreational activity (which is a camp classic) will receive far more detailed attention to assure an emphasis on policies and protocols.

Please note that the following detailed policies and procedures relating to the planned archery activities will only be introduced to campers of ages 8 and up – and may not be introduced to those of any age depending on counselor and camp director judgements.

However, fully supervised, alternative activities will ALWAYS be provided for those who are not deemed eligible for archery time when scheduled. Those activities may include horseshoes or futsal (3 x 3 or 4 x 4 futsal games) for example – and or/ball tossing/catching, basic lacrosse play and/or other fun games.

Recreation Activities Special Insert - ARCHERY POLICIES AND PROCEDURES

Due to the hazards implicit with archery, this prospective recreation activity is deserving of a detailed section to include in this submission. The Camp Valcrest archery program will be designed to provide campers with, in addition to a fun and challenging activity, a sense of accomplishment in learning a new skill. Campers will have fun trying something new as this is often the first time they have ever participated in shooting a bow and arrow. Archery serves to empower campers by teaching them a life skill that is fun, confers a sense of achievement upon learning the skills, and reminds them that they have tried something new and succeeded. However, safety is the foremost concern and this will follow from proper guidance.

ARCHERY ELIGIBILITY REQUIREMENTS

1. Archery as an activity is reserved for campers age 8 and up. Campers under this age do not have the necessary hand eye coordination or body size to be able to safely operate the equipment.
2. A minimum camper to staff ratio of 6:1 must be kept at all times on the shooting platform.

SET UP BEFORE THE CAMPERS ARRIVE

The staff person leading the event will arrive 15 minutes early to set up the archery event. This includes the following procedures:

1. Inspect bows to make sure each one is in good working order
2. Place them on the rack holder
3. Inspect arrows and make sure they are all in good working order
4. Make sure targets are set securely in place
5. Inspect the protective barrier behind the targets to make sure it is in the correct location and is secured in place.
6. Clean the archery area making sure there are no hazards in place

SAFETY RULES

While we want campers to enjoy the archery event and have fun, the safety of the camper is of utmost importance. Below are the rules to be taught to each camper prior to any archery shooting:

1. This is a fun activity, but also “serious” fun and each person must obey the rules
2. Keep your arrows in the ground quiver until you are told to shoot.
3. Always keep your arrows pointed down or towards the target. Shoot only at your target.
4. If you drop an arrow, leave it on the ground until you are told to get your arrows.
5. Always walk at the archery range.
6. Never draw the string without an arrow. (Dry fire)
7. Stay seated until instructed by the instructor to proceed to the waiting line.

DEMONSTRATION

1. Introduce Archer and Quiver roles and responsibilities and demonstrate roles (use counselor - demonstrating proper way of handling arrows)

- a. Archers take position:
- b. Nock your arrows:
- c. Address your target:
- d. Fire when ready:
- e. CEASE FIRE:

- a. Allow kids to physically go through the steps as described above:
 - i. ARCHERS TAKE POSITION
 - ii. NOCK YOUR ARROWS
 - iii. ADDRESS YOUR TARGET
 - iv. FIRE WHEN READY
 - v. CEASE FIRE
- b. Allow kids to fire arrows as soon as possible
- c. Observe and coach kids
- d. Have fun

2. Implementation

- a. The final commands:
 - i. Retrieve your arrows. Pick up your own arrows that may have scattered on the ground during firing
 - ii. Approach target. Place one hand against target face, second hand touching first hand while grasping arrow. Always check behind before pulling arrows out
 - iii. Search for overshots (if any)
 - iv. Walk back to waiting line

3. Closure:

- a. Have campers return all equipment to the starting line
- b. Return all equipment to the appropriate SECURED storage location and lock the door

EMERGENCY ACTION PLAN AT ACHERY RANGE:

In case of an injury or environmental emergency, the Camp Valcrest Emergency Action Plan (see below) must be implemented as needed. Leadership staff will communicate instructions to activity leaders via two-way radio.

Emergency Equipment and other requirements:

1. All facilitators must have quick access to a nearby first aid kit
2. Immediately notify the Camp Director and/or Camp Nurse in person and/or by 2 way radio.

Forest Field Trips & Basics Of Forest Service:

A unique aspect of the renewal of Camp Valcrest will be the inclusion of an activity session daily which will feature either a field trip to a fun and educational forest ‘attraction’ or a forest service activity such as learning how to plant a native seedling or how to properly maintain a forest trail.

Nearby Camp Valcrest is the Chilao Nature Center. This should be a must visit for every camper – and will be planned and led by Camp staff (with coordination through the Forest Service).

About 20 minutes away is the famous Mt. Wilson Observatory. This historic facility will introduce campers to the wonders of space and the stars that many may actually be seeing for the very first time with their camp visit!

A visit to one of the Forest dams coupled with a hike to get to various vantage points will be a regular feature. This will tie in nicely to the educational activity (see above) which will review water conservation and management in California.

Service to help the forest will be a focus of older youth and young adult volunteers (through the partnering GOALS Cadets and AmeriCorps programs affiliated with GOALS as a sub-licensee/permittee). Caring for native plants and learning how to plant and nurture native seedlings to assist with reforestation programs will be one good service activity. Another may be helping to support a basic campground cleanup such as the nearby Chilao Campground. A third will involve the lessons and efforts to help with a trail cleanup – learning also how to maintain trails which may have suffered from erosion or other damages.

Camp Camaraderie Time:

A staple of camp life will be to enjoy some evening camaraderie with fellow campers who can all join together following a delicious camp dinner. As permitted, an early evening campfire may be prepared and the site for the gatherings will take place at the lower Camp Valcrest Amphitheatre (due for restoration during the summer of '21 by GOALS as part of the Phase I restoration plan).

Among the fun camp activities that will be hosted by Camp staff will be:

- Camp sing-a-long time with traditional camps songs. Each Dorm group gets to choose a song.
- Kamp Karaoke - for up and coming rap or pop stars only! This is voluntary – though camp counselors will be expected to lead the way!
- Storytime – some camp special story reading by Camp staff
- Star gazing with some interpretive comments by guest astronomy experts
- Camp Talent Time – For those who want to perform a special talent/dance/recital/song
- Closing day comments and a look at tomorrow – the Camp Director
- A full group rendition of the Camp Valcrest THEME SONG
- Back to the Dorm Cabins for journal time, quiet time and then sleep!

Camp Valcrest - EMERGENCY PROCEDURES

EMERGENCY CONTACT INFORMATION - **In an emergency call "911"

Forest Service Dispatch, Lancaster 661-723-3620
Chilao Forest Service Fire Station 626-796-2832
Verdugo Hills Hospital 818-790-7100
La Canada Sheriff Department 818-248-3464
Palmdale Sheriff Department 661-272-2400
Search & Rescue (Crescenta Valley Sheriffs Office) 818-248-3464
Fish & Game 951-443-2943
Camp Valcrest/GOALS – Administrative Office 714-956-4625
Camp Valcrest - Camp Office
Dave Wilk, Executive Director 714-931-4271
Nancy Murguia, Chief Administrator 714-272-3518
Monica De La Cruz, Camp Director 714-351-6018

FIRE EMERGENCY/DISASTER PLAN

For a fire emergency in the camp or a natural disaster the following procedures are to be followed...

A. Notify Emergency Personnel

1. In an emergency call "911" and they will dispatch the necessary emergency personnel
2. Call Forest Service Dispatch at 661-723-3620 to let them know of the emergency

B. Location

1. Access to Camp Valcrest is 30 miles up Angeles Crest Highway (Highway 2) from the city of La Canada at mile marker 53.5 (est.). The camp is located just north of Angeles Crest Highway (Highway 2) with a direct turnoff into the Camp Valcrest main camp road.
2. We are 45 minutes to an hour from the nearest hospital which is Verdugo Hills Hospital.

Verdugo Hills Hospital
1812 Verdugo Blvd
Glendale, CA 91208
818-790-7100

C. Procedures

1. Sound the alarms at the following locations (pull the red alarm) and/or use 3 blasts of the air horn
 - a. **Main Lodge/Dining Hall** - at the kitchen lower door
 - b. Workshop – inside the main door

D. Evacuate all campers and staff to the central dirt area in front of the dining hall

E. Use fire extinguishers if necessary

1. Fire extinguishers are found in the following areas
 - a. **Main Lodge Upper and Lower (Dining) Floors**
 - b. **Apache Dorm Cabin**
 - c. Cree Dorm Cabin
 - d. Mohawk Dorm Cabin
 - e. Camp Workshop

MEDICAL EMERGENCIES

If a medical emergency occurs the following procedures are to be followed...

A. Contact Camp Leadership

1. In an emergency contact the Camp Nurse, EMT, or First Aid Attendant
2. Contact the Camp Director and inform them of the emergency

B. Notify Emergency Personnel

1. In an emergency call "911" and they will dispatch the necessary emergency personnel
2. Call Forest Service Dispatch at 661-723-3620 to let them know of the emergency

C. Location

1. Access to Camp Valcrest is 30 miles up Angeles Crest Highway (Highway 2) from the city of La Canada at mile marker 53.5 (est.). The camp is located just north of Angeles Crest Highway (Highway 2) with a direct turnoff into the Camp Valcrest main camp road.
2. We are 45 minutes to an hour from the nearest hospital which is Verdugo Hills Hospital.

Verdugo Hills Hospital
1812 Verdugo Blvd
Glendale, CA 91208
818-790-7100

D. For minor injuries that require a Doctor's care, the camper is transported down by the Guest Group staff or by one of the camp's staff.

E. Contact the Parents

1. Phone contact with parents/guardians is established in an emergency. Each person's health form contains contact information, as well as designates alternate contacts if the parents/guardians cannot be reached.
2. This process is initiated by the Director and/or the lead health-care provider but can be delegated to an appropriate staff member.
3. Since the program has no way of determining what each person considers an emergency, the general camp practice is to contact parents when there is concern about a person's health and/or when a situation is not progressing as expected.

MISSING PERSON PROCEDURE

If a missing person is reported to the camp leadership then the following procedures should take place:

A. Confirm Missing Camper(s)

1. Find counselor and get any pertinent information
2. Find friends and get any pertinent information
3. Confirm where/when camper was last seen
4. Notify Camp Director

B. Search the Camp Grounds & All Structures

1. Staff will do a preliminary search in ½ mile radius of camp
2. This may be restricted due to weather conditions

C. Call "Search and Rescue"

1. Call "911" Emergency
2. Call Forest Service Dispatch: 661-723-3620

D. Comply completely with "Search and Rescue" authorities

E. Take any medical measures needed when lost person(s) are found (see medical emergency)

LIGHTNING

It is generally recognized that the only true protection against lightning is to take refuge in a fully enclosed building or a vehicle with a hard top and sides. Recognizing that that is not always possible in a camp situation the following procedures and practices will serve to minimize exposure to lightning injury:

1. The Camp will monitor weather activity and adjust program schedules as necessary to minimize camper exposure.
2. If campers are off site – seek to make contact via two way radio and encourage an immediate return to the Camp.
3. If lightning is imminent, all campers shall be assembled in the lower indoor Dining Hall or upper main room of the Camp Lodge. They should remain there a minimum of 30 minutes beyond the apparent cessation of lightning activity.
4. Campers shall be advised of personal lightning safety practices as part of orientation.
5. Staff shall receive training on lightning safety during normal pre-season staff training.

Lightning Information

1. No area outside is safe when thunderstorms are in the area.
2. If you hear thunder, lightning is close enough to strike you.
3. When you hear thunder, immediately move to safe shelter if possible. Safe shelter is a substantial building or inside an enclosed, metal-topped vehicle.
4. Stay in safe shelter at least 30 minutes after you hear the last thunderclap.
5. If it is not possible to move to safe shelter, immediately implement outdoor risk reductions strategies as outlined below.

Indoor Lightning Safety

1. Avoid corded phones, computers and other electrical equipment that put you in direct contact with electricity.
2. Avoid plumbing, including sinks, baths, and faucets.
3. Avoid windows and doors, and stay off porches.
4. Do not lie on concrete floors, and do not lean against concrete walls.

Last Resort Outdoor Risk Reduction

No place outside is safe when lightning is in the area, but if you are caught outside with no safe shelter anywhere nearby the following actions may reduce your risk:

1. Immediately get off elevated areas such as hills, mountain ridges or peaks.
2. Do not lie flat on the ground.
3. Do not use a tree for shelter.
4. Do not use a cliff or rocky overhang for shelter.
5. Immediately get out and away from ponds, lakes and other bodies of water.
6. Stay away from objects that conduct electricity (wire fences, power lines, etc.).

If Someone Is Struck by Lightning

1. Victims do not carry an electrical charge and therefore may be touched without danger.
2. Monitor the victim and begin CPR or AED, if necessary.
3. Call 911 for help.
4. Call the Camp Nurse.
5. Call the Camp Director.

EARTHQUAKE

Camp Valcrest and the surrounding area sits on a bedrock of granite and it is relatively free of the shaking dangers encountered elsewhere in Southern California. There are also no steep slopes immediately above the Camp structures that reasonably present a rock fall or landslide danger. Earthquake planning is primarily for the purpose of precautionary measures.

1. After an earthquake, the Camp Director will respond to reports of any injuries and move all campers to the flat parking surface area in anticipation of aftershocks.
2. After an earthquake the Camp Director will investigate the integrity of gas, electrical and water systems and will shut down and secure those systems as necessary.
3. The Executive Director of GOALS/Camp Valcrest Camp will be advised of any damage to the facility.
4. If utilities cannot be restored within a reasonable length of time, preparations will be made for the transportation of campers and the orderly temporary closure of the camp.

EMERGENCY COMMUNICATIONS

If an emergency happens at camp please use the following information and procedures...

A. Emergency Phone Numbers

1. In an emergency call "911" Emergency and they will dispatch the necessary emergency personnel
2. Forest Service Dispatch: 661-723-3620

B. Location

1. Access to Camp Valcrest is some 30 miles up Angeles Crest Highway (Highway 2) from the city of La Canada at mile marker 53.5 (est.). The camp is located just north of Angeles Crest Highway (Highway 2).
2. We are 45 minutes to an hour from the nearest hospital which is Verdugo Hills Hospital.

Verdugo Hills Hospital
1812 Verdugo Blvd
Glendale, CA 91208
818-790-7100

C. Procedures - In case of an emergency, contact the following individuals...

1. Camp Administrators
 - a. Administrative Office: (714)-956-4625
 - b. David Wilk, Executive Director: (714)-931-4271 cell
 - c. Nancy Murguia, Chief Administrator: (714) 272-3518 cell
2. Camp Nurse (Health Care)
 - a. TBD

D. Parents of Campers

1. Parents of campers
 - a. If needed, the youth leaders from each group will be in charge of contacting the parents.
 - b. All medical release/emergency information sheets for each camper is located in the nurse's office in the Main Lodge.

E. Communicating with the Media

- a. If the television or newspaper media arrive at the camp or at the administrative office to conduct interviews or gather information, the only person(s) authorized to talk to the media is the Executive Director or the Camp Director.

Camp Valcrest - HAZARDOUS MATERIALS

Camp Valcrest stores and uses hazardous materials such as gasoline, in the minimal amounts needed for the normal operation of the camp. These materials are to be stored in approved and marked containers and kept in a locked storage shed or locked supply room, inaccessible to the public. These materials may include gasoline, oil, paint, solvent, wood preserver, sealants, grease, asphalt patch, antifreeze, automatic transmission fluid, brake fluid, cleansers, bleach, cleaning agents and Forest Service approved pesticides.

HAZARDOUS MATERIALS STORAGE

The storage of hazardous materials and the disposal of containers and/or unused materials shall be done in accordance with all applicable local county and state laws and regulations along with American Camp Association standards.

HANDLING HAZARDOUS MATERIALS

Only trained staff members are authorized to handle hazardous materials and when doing so utilize protective equipment such as gloves and masks. In the event of a materials spill, staff will use an on-site spill kit with absorbent material to contain, absorb, and clean up the spilled materials. These materials will be disposed of in accordance with all applicable laws and regulations.

Procedures for Handling Hazardous Materials

1. Flammable liquids such as gasoline, diesel fuel, or other liquid fuels are to be handled only by the Camp Director, Maintenance Manager, or other staff who have been approved and trained to handle those materials.
2. All cleaning supplies and chemicals are to be kept in a safe place separate from the campers or any food service environment.
3. All paint supplies are to be kept in a safe place separate from the campers or any food service environment. The handling of paint will be under the direction of the Camp Director or the Maintenance Manager.
4. Only trained staff are allowed to work with, or handle, the propane or gas tanks.

Camp Valcrest - FIREARMS CONTROL

Camp Valcrest will typically not allow firearms on the camp property but may under certain strict procedures and guidelines allow exceptions. Those guidelines and exceptions are as follows...

1. The use of firearms is strictly prohibited while any campers are present on the camp grounds.
2. You must obtain permission by the Executive Director or Camp Director to bring a licensed firearm within the Camp boundaries.
3. All personal or camp firearms, if allowed, must be locked either in a gun safe or by using acceptable trigger locks.
4. Ammunition is to be kept in a separate location from the firearms.
5. The use of firearms within the camp boundaries is strictly prohibited unless given permission by the Executive Director or Camp Director.

INTRUDER AT CAMP

Given the number of different scenarios in which an unknown person may be found in camp, a series of general guidelines may be applied. To assure general security – the Camp main gate shall be closed during periods when campers on site. The exception is when the gate area is staffed in anticipation of deliveries or regular camp traffic from the Angeles Crest Highway.

1. Any suspicious individual shall immediately be reported to the Camp Director.
2. In identifying a suspicious individual, staff is encouraged to err on the side of caution, and if there is any doubt regarding whether they should report an individual, doubt shall always be construed in favor of reporting.
3. Staff shall not confront or challenge a suspicious individual.
4. Staff shall endeavor to calmly move campers away from a suspicious intruder in a calm, unobtrusive manner.
5. The Camp Director shall exercise discretion as to whether or not to sound the Camp General Alarm via and/or to notify law enforcement or undertake additional measures.
6. The Director and pre-designated staff shall calmly ask the intruder to immediately vacate the camp area.
7. Should the intruder fail to follow repeated instructions to vacate the camp area, the Camp Director shall radio a dormitory and lodge lockdown order and notify law enforcement.

Camp Valcrest - SUPERVISION OF CHILDREN

CALIFORNIA LAW REQUIREMENTS

California law requires us to report any child abuse to the proper authorities because we have programs for children and youth. Each staff person is a required reporter and should report abuse to a mandated reporter (On-Site Director or the Executive Director) who will then notify proper authorities. The following conditions should be reported:

- Physical abuse
- Sexual abuse
- Child exploitation, child pornography, child prostitution
- Neglect
- Extreme corporal punishment resulting in injury
- Willful cruelty or unjustifiable punishment

A report should be made immediately when, in the scope of your employment, you observe a child under the age of 18 or have knowledge of or have reasonable suspicion that the child has been abused. Mandated reporters are required to give their names. Non-mandated reporters may report anonymously. Child protective agencies are required to keep the mandated reporter's name confidential, unless a court orders the information disclosed.

CHILD ABUSE REPORTING AGENCIES

Reporting should be done when a person either knows or has a "*reasonable suspicion*" that a child has been or is in danger of abuse or neglect.

"Reasonable suspicion" means that most people, given the same facts and information, would suspect child abuse. Hard proof is not needed to make a report. However, reports must be in good faith. Use common sense – and never make a false or malicious report. If you are unsure, call the hotline and talk to one of our experts.

Individuals who report child abuse in good faith are protected by law from civil or criminal liability. All reporters, except those mandated by law, may remain anonymous. However, it is helpful to provide your name and telephone number in the event that more information needs to be obtained.

To file a report of child abuse contact:

Los Angeles County Department of Children & Family Services
CHILD PROTECTION HOTLINE: 800-540-4000

- You must call the Child Protection Hotline to file a verbal report and obtain a referral number, and then use SCAR (Suspected Child Abuse Reporting System) to file your written report.
- After making a verbal report to the Child Protection Hotline, mandated reporters are required to submit a follow-up written report within 36 hours (CA Penal Code 11166).
- Submit your written report here: <https://mandreptla.org/cars.web/>
- Please allow up to two hours after the Hotline phone call for your Referral Number to become activated.

CHILD ABUSE REPORTING PROCEDURES

Camp Valcrest strictly prohibits inappropriate touch or other means of sexually exploiting children. Any person who is suspected of child abuse in any form will be immediately reported to the appropriate legal authority.

Procedures for Child-Abuse Complaints

Any actions you observe or that may be disclosed, that are not acceptable behavior according to the above guidelines, should be reported as soon as possible to the Camp Director and/or the Executive Director.

The Camp Director will notify the appropriate authorities and parents.

The Camp Director will notify the Executive Director.

The Camp Director will make a written incident report within 24 hours of the incident.

The Camp Director will take appropriate internal action.

In the event the reported incident(s) involve a program volunteer or employed staff, the Camp Director or Executive Director will, without exception, suspend the volunteer or staff person from the camp pending the completion of an investigation.

Whether the incident or alleged offense takes place on or off camp property, it will be considered job-related (because of the youth-involved nature of the camp).

Reinstatement of the employed staff person will occur only after all allegations have been cleared to the satisfaction of the Executive Director and Camp Director. All camp staff and volunteers must be sensitive to the need for confidentiality in the handling of this information and therefore, should only discuss the incident with the Director or Executive Director.

STAFF TRAINING FOR THE SIGNS OF CHILD ABUSE

Camp Valcrest provides training for the regular staff and summer staff for the signs of child abuse, child abuse prevention, and child abuse reporting once a year during the month of June. Camp Valcrest uses materials provided by the American Camping Association for this training.

CHILD ABUSE PREVENTION

We cannot be too careful in the area of sexual abuse. Even the appearance of wrong or a false allegation can cause irreparable damage to the reputation of the accused staff member and the Camp. Therefore, all staff members must be very cautious in order to avoid doing anything that could be interpreted as sexual abuse.

Child sexual abuse includes, but is not limited to, any contact or interaction between a child and an adult when the child is being used for the sexual stimulation of the adult or of a third person. The behavior may or may not involve touching. Sexual behavior between a child and an adult is always considered forced, whether or not the child has consented.

Guidelines for the Discipline of Children

- Counselors should not permit and be attuned to any bullying no matter how minor it may seem to be. Bullying shall not be tolerated at Camp Valcrest!
- Counselors may NOT, under any circumstances, hit or threaten a child.
- Counselors may not use abusive or derogatory language with campers.
- Counselors need to ask for help.
- A staff member who encounters a particularly difficult child will seek the assistance of supervisory or administrative staff and/or the Camp Director or Executive Director.
- In all dealings with campers, counselors should strive to respond patiently and attentively as opposed to ignore or angrily react to children. The counselors should always remain calm and non-threatening.

Guidelines for Camper-Counselor Prohibited Contact

- On the hand, shoulder, or upper back;
- Never against a child's will (unless in the case of clear and present danger of the child);
- Never against a child's discomfort, whether expressed verbally or nonverbally;
- Generally, only a shoulder to shoulder quick hug or high five is permitted.
- Never make contact when it would have the effect of over-stimulating the child;
- Never make contact in a place on a child's body that is normally covered by a bathing suit, unless for a clear medical necessity, and then only with supervision from another adult.

Additional Guidelines for Staff

- There is absolutely no 'hazing' of campers by campers or counselors
- Campers will not be subjected to 'initiation' rites that are abusive in any manner
- There will be double coverage of campers by adults during changing times
- Younger children should be encouraged to change their own clothes as much as possible
- Campers will not be alone with a counselor in his or her quarters
- A staff member will under no circumstances share a bed or sleeping bag with a camper
- Counselors will set limits with children who 'cling' or hang on them
- Counselors will not give back rubs or other attempts at therapeutic contact even if another adult is present.
- Tickling or teasing a camper in any way is unacceptable and will result in immediate suspension or release.
- Pillow fights or wrestling matches and the like are prohibited.
- Overnight camping requires a minimum of two adult leader/counselors and both should be the same gender as the campers in a dormitory cabin.
- Counselors sleeping together on overnights will be grounds for immediate dismissal
- Romantic lives of counselors shall not, under any circumstances, be shared with campers
- Counselors should stay out of cabins other than their own after lights out at night unless on specific camp business
- Interaction with campers should be done in broad daylight, as part of the cohort activities only.

Camp Valcrest - INCIDENT NOTIFICATIONS

Incident notifications require that Camp Valcrest must contact the Forest Service authorized officer as soon as possible following incidents that occur on National Forest System (NFS) Lands within the authorized or permitted area.

A. Accident Notifications Examples

1. An incident resulting in death, permanent disability or personal injuries that are life-threatening or that may cause permanent disability.
2. A structural, mechanical or electrical malfunction or failure of a component of a facility designed for passenger transport or any operational actions that impair the function or operation of such a facility in a way that could affect public safety.
3. A search and rescue operation to locate a person.
4. An incident that had or has high potential for serious personal injury or death or significant property, environmental or other natural resource damage, including avalanches, landslides, flooding, fire, structural failure and releases of hazardous materials.

B. Method of Notification

1. In the event of an immediate emergency that may result in death, permanent disability or severe personal injury the Executive Director or Camp Director will immediately place a phone call to USFS authorized personnel (*See section D for a list of who to contact and in which order*). An email notification will be sent following the phone call.
2. For all other non-life-threatening incidents the Executive Director or Camp Director will send an email notification regarding the incident/accident within a 24-hour period.

C. Contents of Notification

The Camp Director along with any staff member directly involved in an incident requiring notification will fill out an incident report (*see Appendix for sample incident report*). The incident report will include the following contents...

1. When the incident occurred.
2. Where the incident occurred.
3. Description on how the incident occurred.
4. Who was involved (names, sex, age, etc.)
5. The nature of incident / type of injury.
6. Type of internal review and follow-up being conducted.

Camp Valcrest will provide continued updates to the Monument Manager or Permit Administrator as additional information becomes available.

D. Authorized Personnel to Notify: The Executive Director or Camp Director will notify, in the following order, the USFS authorized personnel as soon as possible and depending upon the severity of the incident.

1. ANF Dispatch: 661-723-2704 or 866-242-1222
2. Monument Manager: Matthew Bokach: 626-335-1251 Ext. 250
Matthew.Bokach@usda.gov
3. Permit Administrator: Evy Rimbenieks: 661-269-2808 Ext. 230
Evalds.Rimbenieks@usda.gov

Camp Valcrest - WATER SYSTEM

WATER SYSTEM GENERAL DESCRIPTION

Camp Valcrest will distribute water from one of two (potentially three) water tanks located just to the west of the main camp entrance. The source of that water may be a combination of water delivered by a reputable potable water supply company, water sourced under contract with the US Forest Service and/or water that is pumped from a well on-site at the camp. This overall water system includes the water storage tanks, and the distribution lines which transport all fresh water to the camp facility including that needed for drinking, cleaning, cooking, and fire protection, water storage tanks. The distribution system provides water to the necessary structures, standpipes, and faucets located throughout the Camp.

Camp Valcrest shall comply with all applicable Federal, State, and local drinking water laws and regulations for the operation and maintenance of a public water system. The camp staff operates and maintains the water system, and uses licensed contractors as needed to perform necessary corrective and preventative maintenance.

WATER SYSTEM DETAILS

The water system for Camp Valcrest is designed to serve approximately 65 people at peak occupancy through principal service connections

The service area is located in Los Angeles County in the Angeles National Forest Area. The service area includes all the water system service connections of Camp Valcrest.

WATER TESTING

Camp Valcrest staff shall conduct water sampling for bacteriological contamination and nitrites per the Los Angeles County Environmental Health Department directive. Water samples will be collected and sent to the testing office once a quarter.

Water Testing Lab Information

Antelope Valley-East Kern Water Agency
6500 West Avenue N
Palmdale, CA 93551
661-943-3201

Should Camp Valcrest staff be notified by the Antelope Valley-East Kern Water Agency Laboratory of a water sample that tests positive for microbiological contamination, the camp staff immediately implements an appropriate set of measures depending on the severity and type of contamination. The measures are designed to inform, prevent and correct the situation. Examples of these steps may include providing bottled drinking water to all persons at Camp, modifying food preparation procedures, notify all campers of the situation, post appropriate signage, and begin a process to immediately correct the problem in compliance with all applicable water laws and regulations.

WATER DISTRIBUTION OPERATOR

A certified Grade D1 licensed water distribution operator through the State Water Resources Control Board of the State of California will be identified under contract to assure that the Camp Valcrest water system will be properly operated per requirements in the State of California.

WATER SYSTEM PERMIT

Camp Valcrest's water system will be inspected by the Los Angeles County Environmental Health Department, which must issue an annual Non-Community Water System Permit each year. A copy of the current permit once issued prior to operation will be made available upon request.

Permit Information

County of Los Angeles, Department of Public Health, Environmental Health Division

Domestic Water Supply Permit (and other permits as may be required)

Permit No. - TBD

System No. - TBD

Camp Valcrest - SANITATION SYSTEM

SANITATION

Camp Valcrest will set very high standards for sanitation and will be proud to provide clean and safe campground facilities. Effective sanitation procedures include appropriate septic system monitoring and maintenance, garbage and rubbish disposal, regular cleaning of kitchen, dining hall, bathrooms, staff and guest cabins, activity areas, outdoor litter removal, etc. After every camping cohort group departs, staff shall engage in a complete “turnover” of the camp which includes a deep cleaning of all cabins, bathrooms, lodge, dining areas (inside and outside), kitchen, and surrounding grounds. Turnover also includes the collection of trash from all the containers around the camp which must be emptied into the main refuse dumpster outside of camp. This procedure allows for a high state of cleanliness and safety for the camp and provides readiness for the next group that arrives.

REFUSE MANAGEMENT

Camp Valcrest will utilize dumpsters leased from a reputable company such as the recommended Waste Management Company Inc., in the city of Sun Valley, on an as-needed basis. The dumpsters are used to dispose of nearly all refuse including food waste, regular camp programs waste, boxes/beverage containers, small equipment/maintenance scraps, etc. The dumpsters will be placed safely just outside of the camp grounds to the side of the entrance to the camp. This location is intended to be out of the way and generally not accessible by campers, guests or visitors. Ideally it will be kept locked to prevent passers-by from dumping their unwanted refuse. Camp staff members are to be trained in safe refuse disposal procedures and to keep the dumpsters properly secured at all times to help avoid attracting wild animals such as bears (or non-camping humans).

Waste Management Inc.
9227 Tujunga Ave.
Sun Valley, CA 91352
818-767-5867

Kitchen trash, including food waste and all recyclable material, are to be disposed of in plastic trash bags after every meal is served. The trash is to be transferred to the dumpster from the commercial kitchen located in ground floor of the Main Lodge facility via a trash vehicle or cart without spillage. Cardboard boxes are broken down, stacked neatly, and transported in the trash vehicle to the dumpster.

Trash receptacles are to be placed at several strategic locations throughout Camp Valcrest including:

- Main Lodge upper and lower entrances
- Caretaker/Staff Cabin
- All three Dorm Cabins
- Camp Amphitheatre
- The Camp Canteen/small picnic zone

SEPTIC SYSTEM

At Camp Valcrest, the collection of bathroom and kitchen waste (Staff Cabin and Main Lodge) waste is done by a series of distinct septic systems used throughout the campground. The septic systems include a main collection underground tank, which then leads to a distribution box, which then in turn drains into leach lines underground.

The main septic systems are found in the following four areas:

- Just west behind The Main Lodge/Dining Plaza
- The Cree & Mohawk Dorm Cabin Area
- The Apache Dorm Cabin Area
- Midway between the Main Lodge & Apache Cabin (supporting the Lodge use)

Septic System Maintenance

All of the septic systems are maintained or reviewed annually for servicing. The septic tanks are maintained with monthly treatments and when they fill up a reputable local septic collection company will be contacted (recommended is Septic Control, located in the city of Phelan). Once contacted, they drive up in in their company trucks and collect the waste.

Septic Control
P.O. Box 293644
Phelan, CA 92329-644
760-868-6025

Septic System Repairs

Whenever the Camp Valcrest septic systems need review, assessment or repair, all repairs are to be done by a reputable septic repair entity. One such entity is Devries Diversified, located in Sunland, which is a professional company specializing in the installation and repair of septic systems. A nearby organization camp - the Angeles Crest Christian Camp has been using Devries Diversified Construction Company for over 25 years.

Devries Diversified Construction Company
101064 Tujunga Canyon Road
Tujunga, CA 91-42
818-352-2636

Camp Valcrest - PROPANE SYSTEM

HEATING WITH PROPANE

All the heating for the Main Lodge, Dormitory Cabins, and Caretaker Cabin is done through the distribution and combustion of liquid propane. A large propane tank is situated near the camp main entrance and connected to through a network of pipes to the 5 principal housing related structures (3 dorm cabins, lodge and caretaker cabin). The propane tanks will be certified and serviced under contract by the Ferrellgas Company, Beaumont, CA.

PROPANE FILLING

Each week one of the Camp Valcrest trained staff will take a reading of how many gallons are in the main tank. When the tank drops to 20% of capacity, then the Ferrellgas Company is to be contacted and they in turn will dispatch a liquid propane truck up to the camp to fill the tanks. The liquid propane trucks are usually dispatched from a Ferrellgas yard in the city of Lancaster. No camp staff are allowed to fill the propane tanks, only the Ferrellgas truck technicians are allowed to fill the tanks.

Ferrellgas Company
P.O. Box 2095
Beaumont CA 92223
(800) 762-8814

PROPANE SYSTEM MAINTENANCE/EMERGENCY SHUT OFF

Any maintenance issues or repairs are only done by the Ferrellgas technicians. If there is an emergency or repair need, the Executive Director or on-duty Camp Director will contact the main office in Beaumont, CA. In the event that there is an emergency and the propane needs to be shut off, there are six locations to shut down the propane supply tanks. The main location is of course the valve attached to the main tank. There are in-line shut-offs at each of the 5 key lodging facilities. *(See the appendix for the Emergency Gas/Electric Shut-off location map).*

Camp Valcrest - ELECTRICAL SYSTEM

SCE POWER

Camp Valcrest has electricity supplied by the Southern California Edison Company.

ELECTRICAL REPAIRS/EMERGENCY SHUT OFF

Any maintenance issues or repairs to the electrical system of the camps are done only as authorized by the Executive Director and conducted by sanctioned professionals. In the event that there is an emergency and the electrical system needs to be shut off, the main locations to shut down the electricity is located in the Camp workshop. *(See the appendix for the Emergency Gas/Electric Shut-off location map).*

EMERGENCY CONTACT

In the event that there is a power outage, the Executive Director or Camp Director will call SCE and report the outage. SCE usually gives an approximate time frame for the repair work to be done.

Southern California Edison
Power Outage
(800) 611-1911

EMERGENCY POWER

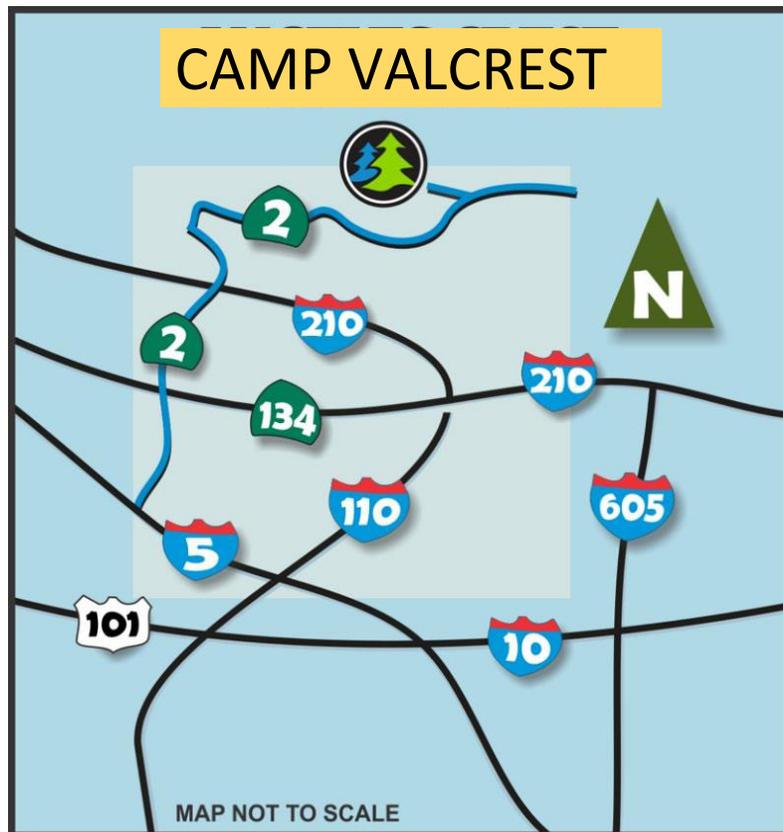
If the main Southern California Edison power supply is interrupted to the camp, Camp Valcrest has two emergency generators that are used to provide temporary power to the Main Lodge and Staff/Caretaker Cabin. Only the Executive Director or the Camp Director on duty or a trained staff member directly under their supervision are approved to turn on the emergency power.

These generators are to be located at the following locations:

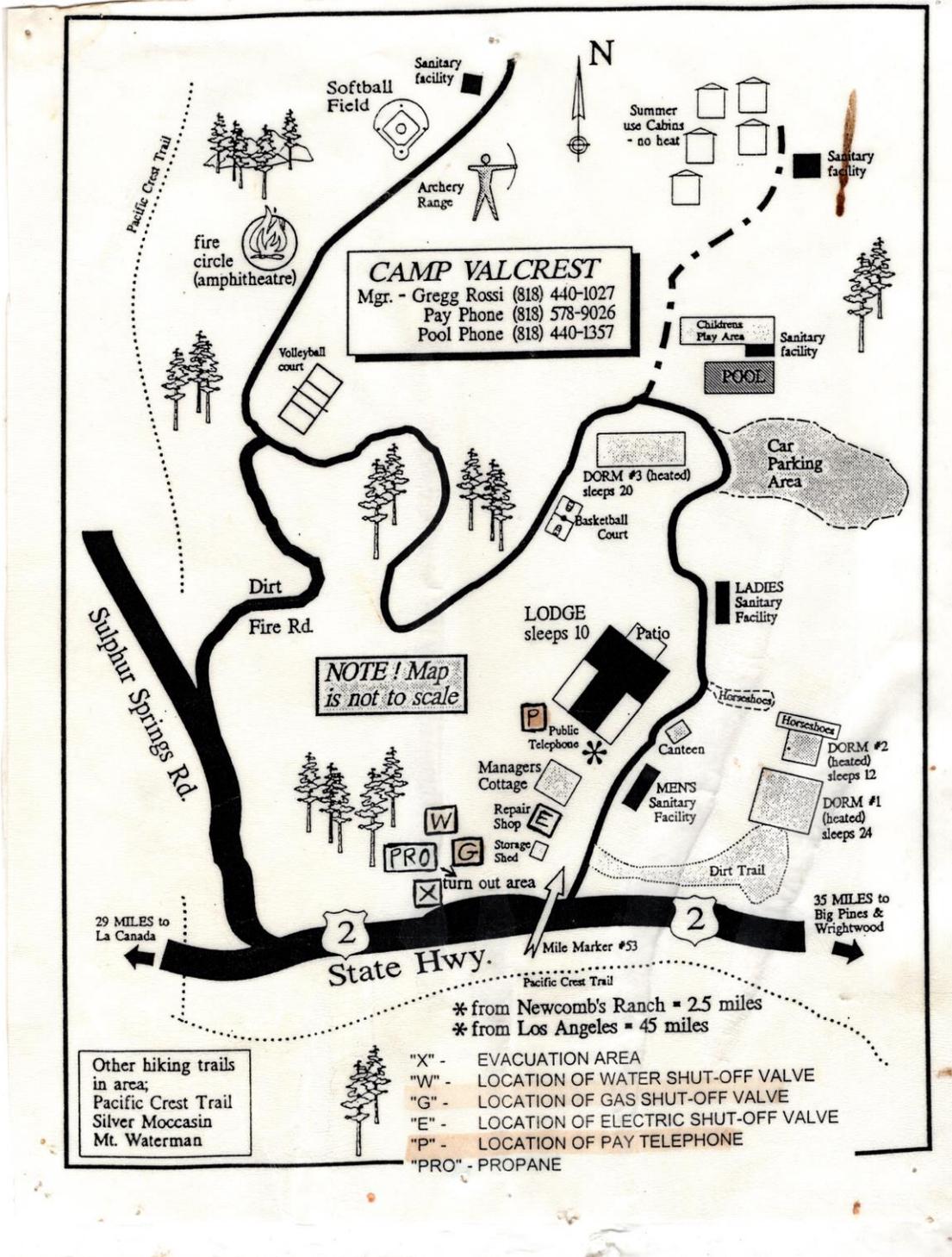
- Generator #1 – In the Camp Workshop adjacent to Staff/Caretaker south of the main lodge. This generator is rated to handle basic power and refrigeration requirements for the Caretaker Cabin.
- Generator #2 - Adjacent to the Main Camp Lodge in a secured storage facility. Office in the central area of camp. This generator and fuel supply must be kept secured when not in use and should periodically be tested to assure working condition.

APPENDIX: DIRECTIONS TO CAMP VALCREST / SITE MAP

For Water, Propane & Electrical Shutoffs/Description. See next page for diagram and key as needed



As you head north on Angeles Crest Highway, go past the Mt. Wilson Turnoff (approximately 15 miles) and past the Chilao Campgrounds (approximately 25 miles). Stay on Highway 2 until you pass Newcomb's Ranch Restaurant (on your left hand side). Approximately two miles past Newcomb's Ranch Restaurant, look for the sign that says "Organization Camps". Go past the sign about 1 mile to Camp Valcrest. Turn left at the gate and sign that reads "Camp Valcrest" *(Special note: There aren't any gas stations after you leave the bottom of the hill in La Canada. Also, there is no cell phone service once you head into the mountains.)*



This page left intentionally blank.

Camp Valcrest Accident/Incident Report Form

(Fill out 1 form for each incident or person)

Camp Name _____ Date _____

Address _____
Street & Number City State Zip

Name of Person Involved _____
First Middle Last

Age _____ Sex _____ Camper Staff Visitor

Address _____ Phone _____
Street & Number City State Zip Area/Number

Name of Parent/Guardian (if minor) _____

Address _____ Phone _____
Street & Number City State Zip Area/Number

Name/Addresses of Witnesses (You may wish to attach signed statements.)

1. _____
2. _____
3. _____

Type of Incident Behavioral Accident Epidemic Illness Other _____

Date of Incident/Accident _____ Hour _____ a.m. p.m.
Month Day Year

Describe the sequence of activity in detail including what the (injured) person was doing at the time

Where occurred? (Specify location, including location of injured and witnesses. Use diagram to locate persons/objects.)

Was injured participating in an activity at time of injury? Yes No If so, what activity? _____

Any equipment involved in accident? Yes No If so, what kind?

What could the injured have have done to prevent injury? _____

Emergency procedures followed at time of incident/accident _____

By whom? _____

Submitted by _____ Position _____ Date _____

Phone number

Camp Valcrest - Suspected Child Abuse or Neglect Report Form

Date of Initial Call(s): _____

Name, Title, Organization, Address, Telephone numbers, Email Address or persons contacted:

Action Taken in Response: _____

Date of Follow-up Call(s) or Other Contacts: _____

Name, Title, Organization, Address, Telephone numbers, Email Address or persons contacted:

Action Taken in Response: _____

Permit Holder's Name, Address, and Telephone Numbers:

Child's Complete Name, including middle initial, Gender, Age, Date of Birth:

Child's Address and Telephone Numbers:

Name of Child's Parents or Guardian: _____

Relationship: _____

Parents' or Guardian's Address and Telephone Numbers:

Name of Persons Suspected of Abuse or Neglect: _____

Relationship: _____

Address and Telephone Numbers of Persons Suspected of Abuse or Neglect:

Check all that apply:

Physical Injury Sexual Abuse Emotional Neglect or Abuse Physical Neglect

Other (specify) _____

State the nature and extent of the current injury, neglect, or sexual abuse to the child in question and the circumstances leading to the suspicion that the child is a victim of abuse or neglect:

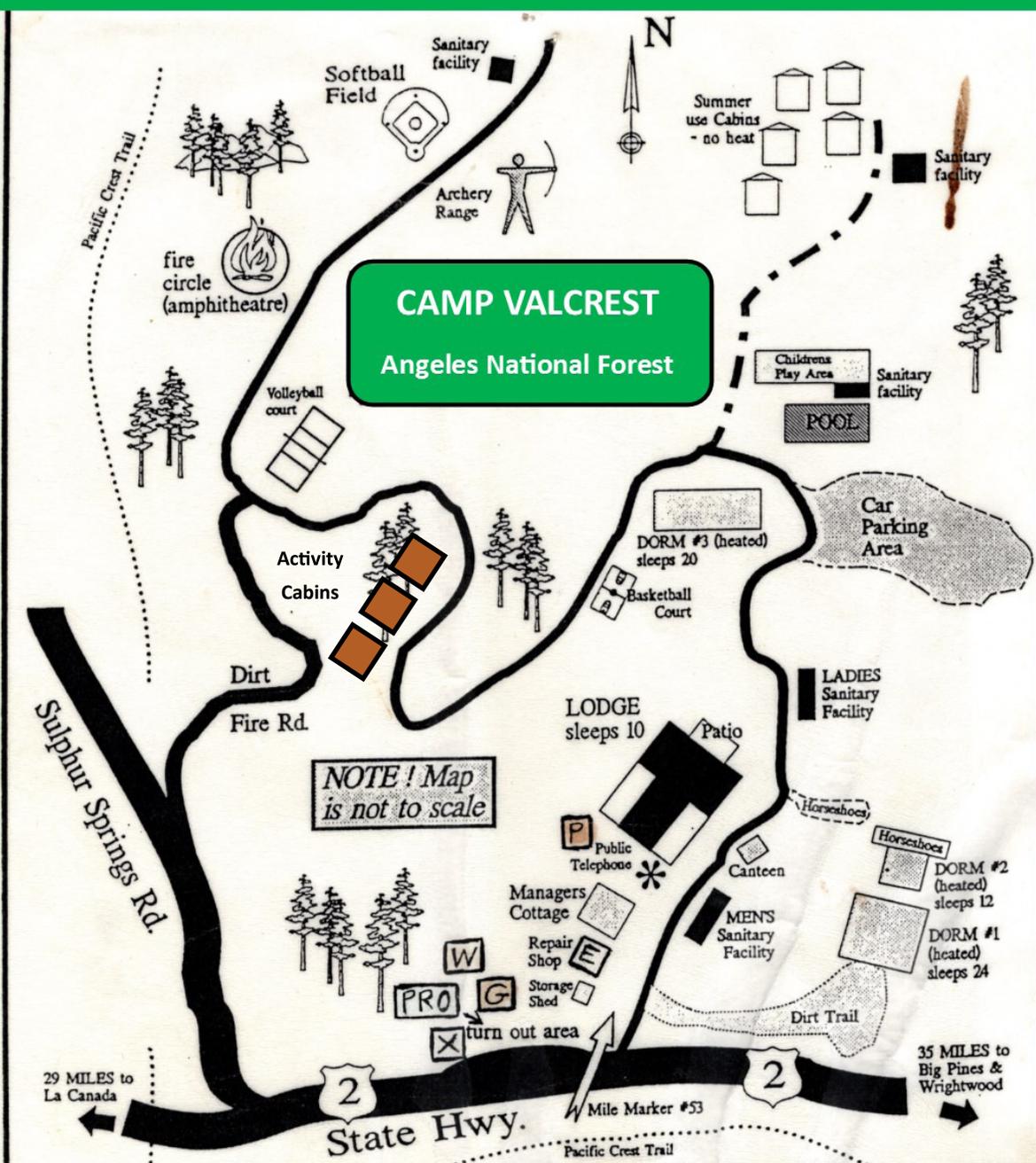
If known, provide information concerning any previous injury, sexual abuse, or neglect experienced by this child or other children in this child's family, including any previous action taken in response:

State other information that may be helpful in establishing the cause of the child's status:

Signature of person making report Title Date

Distribution:

Los Angeles County Department of Children & Family Services
425 Shatto Pl, Los Angeles, CA 90020
CHILD PROTECTION HOTLINE: 800-540-4000



CAMP VALCREST
 Angeles National Forest

NOTE! Map is not to scale

Other hiking trails in area;
 Pacific Crest Trail
 Silver Moccasin
 Mt. Waterman

- * from Newcomb's Ranch = 2.5 miles
- * from Los Angeles = 45 miles
- "X" - EVACUATION AREA
- "W" - LOCATION OF WATER SHUT-OFF VALVE
- "G" - LOCATION OF GAS SHUT-OFF VALVE
- "E" - LOCATION OF ELECTRIC SHUT-OFF VALVE
- "P" - LOCATION OF PAY TELEPHONE
- "PRO" - PROPANE

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1 Construction of Provisions and Titles Herein..... 1

PSC-2 Applicable Law, Interpretation and Enforcement..... 1

PSC-3 Time of Effectiveness..... 1

PSC-4 Integrated Contract 2

PSC-5 Amendment..... 2

PSC-6 Excusable Delays..... 2

PSC-7 Waiver..... 2

PSC-8 Suspension 3

PSC-9 Termination 3

PSC-10 Independent Contractor 5

PSC-11 Contractor’s Personnel..... 5

PSC-12 Assignment and Delegation 6

PSC-13 Permits..... 6

PSC-14 Claims for Labor and Materials 6

PSC-15 Current Los Angeles City Business Tax Registration Certificate Required 6

PSC-16 Retention of Records, Audit and Reports..... 6

PSC-17 Bonds..... 7

PSC-18 Indemnification..... 7

PSC-19 Intellectual Property Indemnification 7

PSC-20 Intellectual Property Warranty..... 8

PSC-21 Ownership and License..... 8

PSC-22 Data Protection 9

TABLE OF CONTENTS (Continued)

PSC-23	<u>Insurance</u>	9
PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>COVID-19</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

____ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

____ **General Liability** _____

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

____ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

____ **Pollution Liability** _____

____ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds _____

____ **Crime Insurance** _____

Other: _____
