

UNITED STATES DEPARTMENT OF THE INTERIOR  
National Park Service  
Golden Gate National Recreation Area

**Special Use Permit**

Name of Use: Outdoor Recreation & Education

Permit # GOGA-8142-18-0502  
Date Permit Reviewed: 2017  
Expires: 11/30/2019

Long Term: X  
Short Term: n/a

Name of Area: **Fort Miley, Golden Gate National Recreation Area**

Name of Permittee:  
**The Pacific Leadership Institute  
San Francisco State University  
University Corporation**

Contact Information for Permittee:  
**Erik Rosegard, PhD  
Director, PLI  
San Francisco State University,  
Chair/Professor Department of Recreation, Parks & Tourism  
1600 Holloway Avenue HSS 307  
San Francisco, CA 94132  
415.338.7529  
erosegard@sfsu.edu**

San Francisco State University's Pacific Leadership Institute is hereby authorized from **12/1/2017 through 11/30/2019** to use the following described facilities and land in the above named area:

**Permittee is authorized to use a parcel of land in West Fort Miley defined by El Camino Del Mar on the west, the paved service road on the north, the lawn on the east, and the private homes on Seal Rock Drive on the south for the use of the Fort Miley Adventure Challenge Course. Permittee is authorized use of West Fort Miley Picnic area (lawn and adjacent concrete) for overnight programming as per PEPC 65492. In addition to this area, Permittee is assigned use of one room in Battery Livingston-Springer at East Fort Miley for equipment storage.**

For the purpose of:  
**Operating and managing the Fort Miley Adventure Challenge Course (FMACC) and two-year pilot Overnight Programming**  
(See Condition B)

Authorizing legislation or other authority: 36 CFR 2.50

NEPA Compliance: Categorically Excluded

PERFORMANCE BOND: Required \_\_\_\_\_ Not Required  X

LIABILITY INSURANCE: Required  X  Not Required \_\_\_\_\_ Amount  \$1,000,000  (See Condition D-2)

ISSUANCE of this permit is subject to the conditions on the reverse hereof and appended pages and to the payment to the U.S. Department of the Interior, National Park Service of a permit fee. (See Condition C-2)

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

Permittee:  Jason P. ... Executive Director 11.21.17   
Signature Title Date

Authorizing Official:  Laura E. Joss Superintendent 11/29/17   
Signature Title Date

Authorizing Official: \_\_\_\_\_  
(Additional if required) Signature Title Date

## CONDITIONS OF THIS PERMIT

### A. General Conditions

- 1) The Permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.
- 2) Damages - The Permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the Permittee is authorized to make of the land described in this permit.
- 3) Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.
- 4) Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
- 5) Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
- 6) The Permittee is prohibited from giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE:36 CFR 2.32(a)(3)].
- 7) This permit supersedes any permits expiring after start date above.

### B. Type of Use

- 1) This SUP allows the Permittee to 1) operate an outdoor adventure challenge course, also known as a ropes course, at West Fort Miley during daylight hours, and 2) pilot overnight programming at West Fort Miley Picnic Area as authorized through PEPC 65492. Details regarding the authorized type of use are as follows:
  - a. Permittee shall place the following conditions upon the FMACC programs and activities.
    - i. Permittee shall offer sliding scale fees based on groups' ability to pay for programs at Fort Miley.
    - ii. Permittee shall provide programming for a maximum of 100 participants at one time.
    - iii. Permittee shall ensure there is trained staff onsite at all times during programs and uphold a ratio of 1 staff member for every 7 participants. Participants will receive a comprehensive safety orientation prior to beginning challenge course activities.

- b. Permittee shall use the assigned facilities as storage for adventure challenge course equipment. All ropes and low element cables must be removed from the course area when programming concludes each day and stored in these locked facilities. The majority of hardware should also be removed and stored each day. The permittee is allowed to leave non-permanent anchors in place provided they are out of reach from visitors and safely maintained.
- c. Permittee shall place the following conditions upon pilot overnight programs and activities:
  - i. Mandatory quiet hours, from 9:30 pm to 6:30 am. Noise levels to remain under 65 dB at a distance of 50 feet, measured at an "A weight scale."
  - ii. Light pollution guidelines consistent with NPS Night Skies best management practices (BMPs), including lights out and fires out by 9:30 pm.
  - iii. Tents will not hinder access to the overlook.
  - iv. All equipment and physical program elements are removed from publicly accessible pilot camping areas during the time between two hours after sunrise and two hours before sunset.
  - v. PLI will post a temporary sign (such as an A-frame or Windmaster) when camping equipment is present to inform the public of the nature of the programming occurring at West Fort Miley, highlighting this activity is being done under a unique Special Use Permit.
  - vi. An unarmed private security is required during programming hours and Law Enforcement will be made aware of all scheduled camping nights.
  - vii. PLI shall ensure there is trained staff onsite at all times during programs. PLI will uphold a minimum ratio of 1 PLI staff member for every 10 participants, and a minimum ratio of 1 responsible adult (from participating organization and/or PLI) for every 7 participants. For example, a group of 20 youth will have at least 2 PLI staff and at least one responsible adults from the participating organization.
  - viii. A Waste Management Plan will be filed with NPS.
  - ix. At least one portable toilet shall be brought on site for each scheduled overnight event. Toilet must be placed on a firm, flat surface.
  - x. PLI is responsible for providing cost recovery to NPS for any actions taken by NPS to support programming or to recover from programming impacts, including site improvements, additional turf maintenance, waste management, waste water disposal, and additional security or enforcement activities.

- xi. PLI will be furnished with 6 overnight parking passes which PLI may furnish to program participants, including a designation of area that overnight program participant parking may be confined to.
  - xii. PLI will provide a monthly calendar of scheduled overnight programs to the National Park Service (both the Office of Special Park Uses and Business Management Office), San Francisco VA Medical Center, Park Dispatch, and interested and affected parties.
  - xiii. To avoid potential exposure to asbestos containing materials, PLI will ensure that the Battery Chester gun pit, which is adjacent to the West Fort Miley lawn area, is off limits during programming. PLI will ensure that program leads understand this limitation and communicate with all participants regarding this exclusion zone.
  - xiv. Any campfires will be limited to a single portable fire pit, and will occur only under the conditions designated by the Superintendent's Compendium, Section 2.13 "Fires".
  - xv. Overnight programming will allow for no more than 30 campers per trip; 2-4 participants per tent.
  - xvi. Overnight programming will allow for no more than 35 groups per year; up to 2 nights per group.
  - xvii. A quarterly programming report will be provided to the NPS from PLI. The report should include evaluations from participants, feedback from interested and affected parties (if obtained), PLI's operational experience, and site condition analysis.
- 2) The use of the permitted site by the Permittee for any activity other than structured, professional challenge course operations, and other activities listed, is prohibited unless authorized in advance and in writing by Golden Gate National Recreation Area (GGNRA).

## **C. Programs & Activities**

### **1) Target Constituency**

Partner will serve the diverse populations of the San Francisco Bay Area, with a particular emphasis on providing quality outdoor experiences to low-income youth who otherwise may not have access to the experience of a national park. Approximately 90% of programming will target public, nonprofit, and private agencies meeting youth, recreation, and human service needs. Partner will offer participants the opportunity to take positive risks and venture outside their comfort zones. Program activities will utilize outdoor recreation and education to facilitate personal and team growth among participants.

## 2) Recurring Programs

- a. **Fort Miley Adventure Challenge Course**  
Permittee will manage and operate a challenge course in the Lands End area of the GGNRA offering partial day, full day, and multiple day challenge course events using a sequence of team and trust activities “on the ground” (including use of low elements) in conjunction with the high climbing elements above ground.
- b. **Youth Lead! Teen Leadership Initiative**  
Permittee will continue to develop the next generation of diverse outdoor leaders through school partnerships to train youth to lead ropes course activities. While learning to lead the ropes course with technical and interpersonal skills, youth receive high school credit. In addition, Permittee will hire qualified youth leaders each summer to become staff during the busy season and inspire other youth to develop leadership and team building skills.
- c. **Trainings**  
Permittee may offer trainings at the Fort Miley Adventure Challenge Course. These trainings offer a starting point for the technical and interpersonal skills needed to facilitate a ropes course. These programs use a sequence of team, trust and challenge elements. Trainings may be offered to participants in Permittee’s high school partnership programs, to *Youth Lead!* participants, and to the general public desiring to gain these skills.

## 3) Collaborative Programs

In collaboration with GGNRA’s Business Management and Interpretation and Education divisions, Permittee will assess opportunities for expansion of its programs and activities in alignment with GGNRA strategic goals. Planning and collaboration will be focused on expansion of the Fort Miley Adventure Challenge Course activities as well as Permittee’s role and participation in the emergent National Park Student Opportunity Center partnership with San Francisco State University. This Center is developed to promote student activities, stewardship, and academic internships within the park.

## 4) National Park Service Information & Messaging

Permittee’s programs will introduce participants to the National Park Service (NPS), GGNRA, and the history of Fort Miley. In any pre-visit presentations as well as during all programs, Permittee will provide information to participants about its partnership with the NPS and GGNRA and provide opportunities for participants to experience park resources. Additionally, Permittee shall integrate the NPS arrowhead logo and taglines in appropriate marketing and online resources. Permittee will abide by Service standards and guidelines for use of these materials.

## 5) Pilot Overnight Programming

PLI may run a two year pilot program from a temporary small group campsite at West Fort Miley Picnic Area (WFMPA). Tents and sitting area (e.g., circle of logs) may be placed on the southern

edge of this lawn, with kitchen/meal prep area, additional picnic tables, and fire pit to be located on adjacent bunker.

**D. Permit Term and Fees**

- 1) The term for this Special Use Permit (SUP) is two (2) years, as shown on Page 1, unless earlier terminated pursuant to the conditions of the SUP. GGNRA and the Permittee are currently developing the vision for expansion of a partnership and a new authorization, which may replace this permit prior to expiration.
- 2) Permittee must submit a permit fee of \$399 for fiscal year 2018 to GGNRA for the recovery of costs associated with this two-year permit. An updated invoice will be sent for fiscal year 2019.
  - a. GGNRA provides "District Services" to permittees, lessees, cooperators, and other occupants of GGNRA buildings and/or lands to support such occupancy and park operations. The permit fee recovers the cost of providing District Services. District Services include both services that are typically provided by local public agencies and services that are typically provided by the property owners as part of common area maintenance services. District Services include, but are not limited to, law enforcement, fire fighting, emergency response, roadway and sidewalk maintenance, street lighting, landscape maintenance, building and utility system maintenance, storm water drainage, and general property management.
  - b. The permit fee, also known as Service District Charge (SDC), is based on the assigned building square footage of 144 at a rate of \$2.77 per square foot for federal fiscal year 2018, for a total of \$399 per year.
  - c. SDC increases annually. The park uses the year over year change in federal wages to adjust the SDC rate since personnel costs account for the majority of our costs to provide District Services. The park will send an annual increase notice near the end of each fiscal year.
  - d. Permittee shall pay SDC on an annual basis for each permit year, in advance, on October 15th. Remittance shall be sent to the GGNRA Budget Office, Fort Mason, Building 201, San Francisco, CA 94123.
  - e. The SDC rate and, therefore, the permit fee disclosed in this SUP are subject to annual adjustments in accordance with changes in cost and expense of the services provided.

**E. Indemnification and Insurance**

- 1) This permit is issued upon the express condition that the United States and the NPS, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this permit or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith.

- 2) The Permittee shall obtain and maintain liability or indemnity insurance providing the following minimum limits with respect to bodily injuries or death resulting there from and/or damage to the property suffered, or alleged to have suffered, as a result of the operations conducted on the permitted premises. The Permittee shall furnish to GGNRA's Business Management Office evidence that such insurance has been procured, is in full force and effect, and names "United States Government, Department of the Interior, National Park Service, Golden Gate National Recreation Area" as Additional Insured.

	Single	Aggregate
Personal Injury	\$1 million	\$2 million
	Per occurrence	Per occurrence
Property Damage	\$50,000	\$50,000

**F. Safety**

- 1) Permittee shall comply with the applicable requirements of the Department of the Interior's Safety and Environmental Health Management Program (485 DM 1-7), the Occupational Safety and Health Act, and National Fire Codes. Permittee shall also comply with other applicable federal, state, and local statutes, regulations, codes, and standards relating to safety, health, pollution, and sanitation. Permittee shall exercise precaution for the safety and health of all persons on the permitted premises at all times.
- 2) Permittee shall conduct safety inspections of the challenge course twice annually. One inspection will be done on trees in assigned areas and in preparation for management outside bird nesting season. Copies of inspection reports will be forwarded to the GGNRA Business Management Division within 30 days of the inspection. Each inspection will document any safety hazards which, if found, will require the Permittee to cease operation of the involved element until such time as the hazard is corrected.
- 3) Permittee is responsible for inspecting the challenge course prior to each use to ensure the integrity and safety of all equipment.
- 4) The course is authorized to be operated only by trained agents of the Permittee. Permittee shall provide for all staff a five-day safety and emergency response training program, which includes high element rescue training and testing for hard and soft skills. Permittee will conduct continuous staff evaluations for safety.
- 5) In case of medical emergencies, fire or other emergencies, the Permittee shall call GGNRA's 24-hour dispatch at 415-561-5656 or 911. The dispatcher will send emergency personnel and contact any other agencies necessary to respond to the situation.
- 6) Permittee shall report all accidents to GGNRA's Business Management Division within twenty-four hours of the incident.
- 7) To the extent required under applicable environmental laws and regulations, the Permittee agrees



to remediate, at its sole cost, all hazardous/toxic substance contamination on park area found to have occurred as a direct result of Permittee operations. The Superintendent's approval for such actions shall first be obtained.

**G. Accessibility**

- 1) Permittee shall take all reasonable efforts to make facilities, programs, and services accessible to and usable by all persons, including those with disabilities. This policy reflects the Service's commitment to provide access to the widest cross section of the public, and to ensure compliance with the intent of the Architectural Barriers Act, Rehabilitation Act of 1973, Section 504 and the Rehabilitation, Comprehensive Services, and Developmental Disabilities Amendments of 1978. Permittee shall use the above Acts and the following guidelines to comply with the widest accessible features of buildings and programs possible.
- 2) A primary tenet of accessibility requirements is that, to the highest degree feasible, persons with disabilities should be able to participate in the same programs and activities available to everyone else. In choosing among methods of providing accessibility, Partner shall give priority to methods that offer programs and activities in the most integrated setting that is appropriate. Special, separate or alternative facilities, programs or services will be provided only when existing ones cannot reasonably be made accessible. The determination of what is reasonable will be made only after consultation with accessibility professionals on a case by case basis. Actions may include providing multilingual exhibit text, large-print and audio descriptive versions of exhibit text, physical access to exhibits and trails, and program modifications to accommodate special needs.

**H. Permittee Responsibilities for Site Use and Maintenance**

- 1) This permit conveys no interest to the Permittee in any property or lands within the GGNRA.
- 2) The NPS reserves the right to enter upon the permitted premises at any reasonable time and with other persons as required for any inspection and inventory and when otherwise deemed necessary for the protection of the interests of the US government or any office, agent or employee thereof.
- 3) Permittee shall, at the Permittee's expense, maintain the assigned grounds and facility in good condition and to the satisfaction of the NPS, including any temporary structures placed thereon. Permittee maintenance responsibilities include, but are not limited to, the following:
  - a. Monitor the challenge course site for soil compaction, erosion, and tree health.
  - b. Perform all types of maintenance on assigned grounds, including but not limited to litter removal, operational maintenance, general preventive maintenance, and emergency repair to trees, other natural resources, and man-made elements utilized in challenge course operations.
  - c. Perform general operational maintenance on assigned facility.

- 4) Permittee shall notify NPS in writing and in advance of any necessary grounds or facility maintenance that is above and beyond the normal operational maintenance. Advance approval by NPS for maintenance projects is required to ensure compliance with all applicable codes and regulations. Facility and site maintenance must be performed in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, the National Historic Preservation Act (NHPA) and National Environmental Policy Act (NEPA), as applicable.
  - a. Should the Permittee undertake work prior to receiving NPS approval, NPS reserves the right to require Permittee to immediately return grounds and facilities to the previous condition.
- 5) Permittee shall not construct or install any permanent or temporary structures on the grounds or make any alterations to the interior or the exterior of the assigned building without permission in writing from NPS.
- 6) Any authorized construction, alteration or improvement done by the Permittee will be at the Permittee's expense, will result in no claim for reimbursement for any part of said expense, and will convey no interest to the Permittee on the premises. Any alterations to the Permitted premises become the property of the United States government.
- 7) Permittee shall furnish, maintain and pay for all utility services within the facility assigned under this permit.
- 8) Permittee shall promptly repair, replace or otherwise financially compensate the US government for any property damaged or destroyed by the Permittee in the course of its use of the permitted premises or facility.
- 9) Permittee shall work collaboratively with GGNRA to assess the course operations at Fort Miley and, as applicable, develop a strategic plan for future improvements to the partnership and programs.
- 10) Permittee may drive on the West Fort Miley service road in order to load or unload equipment related to programming for the FMACC. Vehicle access for overnight programming is specified within the Type of Use section above.

**I. Annual Review**

- 1) Permittee shall submit an annual report and questionnaire response as part of an annual review process for the purpose of discussing and resolving items of mutual concern and to ensure that the permitted premises are being used, operated, and maintained in accordance with the conditions of this SUP.
- 2) A quarterly briefing on pilot overnight programming is required no later than the first day of each quarter year of operation (January, April, July, and October). This briefing will include: name of groups participating, overall participants, and demographics broken down as per annual reviews.

**J. Termination and Cancellation**

- 1) This SUP may be terminated upon breach of any one of the conditions herein or at the discretion of the Superintendent.
  - a. Permittee is assigned the facility and area provided that the premises are not needed for GGNRA purposes.
  - b. Failure of the Permittee to comply with the conditions of the permit to the satisfaction of NPS and/or failure of the Permittee to cooperate with NPS staff for the duration of this permit may result in denial of any future request for the use of the GGNRA areas for any activity associated with the Permittee.
- 2) Permittee may terminate the SUP upon sixty (60) days notice in writing to NPS.
- 3) If the permit is terminated or not renewed, the Permittee shall, at the Permittee's expense, vacate the permitted premises, remove the Permittee's property, and leave the premises in good order and condition. If, when the Permittee vacates the premises, any of the Permittee's personal property is left on the premises for a period of thirty (30) days or longer, said property shall be deemed to be abandoned at the option of the United States government.