

APPROVED

NOV 17 2022

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-297

DATE November 17, 2022

C.D. _____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CAMP SEELY – APPROVAL OF AMENDED AND RESTATED LICENSE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR THE USE OF CAMP SEELY FOR LODGING – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [ISSUANCE, RENEWAL OR AMENDMENT OF ANY LEASE, LICENSE OR PERMIT TO USE AN EXISTING STRUCTURE OR FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] OF CITY CEQA GUIDELINES AS WELL AS TO ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

B. Aguirre _____ M. Rudnick _____

H. Fujita _____ C. Santo Domingo _____

B. Jackson _____ N. Williams _____



General Manager

Approved X

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed Amended and Restated License Agreement (Amended Agreement), between the Department of Recreation and Parks (RAP) and the California Department of Forestry and Fire Protection (CAL FIRE), substantially in the form attached hereto as Attachment 1, which extends the term of the original license agreement to January 31, 2023 for the continued use of Camp Seely as more further described in the Summary of this Report, subject to City Attorney approval as to form;
2. 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) [Issuance, renewal or amendment of any lease, license or permit to use an existing structure or facility involving negligible or no expansion of use] 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 San Bernardino County Clerk;
3. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to prepare a check for Seventy-Five Dollars (\$75.00) to the San Bernardino County Clerk for the filing of the NOE;

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4. Authorize RAP's General Manager or designee to execute the Amended Agreement upon the completion of all required approvals; and
5. Authorize RAP staff to make necessary technical corrections to carry out the intent of this Report.

SUMMARY

Camp Seely is a 26.15-acre site located at 250 North Highway 138, Crestline, CA 92325. Camp Seely is located on National Forest Land, and its use by RAP is subject to the terms of the Special Use Permit with the United States Department of Agriculture Forest Service. The Special Use Permit expired in December 2012 and RAP operates the facility on a month to month basis. The facility has been closed since March 2020 due to the pandemic but plans to reopen for recreational programming on March 2023.

At its May 19, 2022 meeting, the Board of Recreation and Park Commissioners (Board) approved a license agreement (Original Agreement) with CAL FIRE which permitted CAL FIRE to use Camp Seely (Facility) for the lodging of approximately one hundred and twenty (120) firefighters, while also assisting RAP in minor repairs and beautification projects, and training City Park Rangers in agreed upon wildland firefighting operations (Board Report #22-129). The term of the Original Agreement is from May 23, 2022 to November 30, 2022, with a total consideration of \$470,000 to be paid by CAL FIRE to RAP for the use of the Facility.

CAL FIRE has recently requested an extension of the term of the Original Agreement such that the term ends no later than January 31, 2023. For each of the months of December 2022 and January 2023, the additional consideration to be paid to RAP will be \$77,500 per month. In the event CAL FIRE does not use the Facility for the entirety of the month of January 2023, CAL FIRE shall pay RAP a rate of \$2500 per night for use of the Facility during that month. An Amended and Restated License Agreement (Amended Agreement) incorporating the extension of the term and the additional fees is attached as Attachment 1 of this Report, and no other changes are proposed. RAP staff supports these changes recommends the approval of the Amended Agreement.

As was the case under the Original Agreement, RAP shall have no obligation to provide staff, supplies, equipment, services, or funding under the Amended Agreement. The consideration for this Amended Agreement in exchange for CAL FIRE's use of the facility shall be up to \$625,000.00.

ENVIRONMENTAL IMPACT

The proposed Project consists of an amendment to a permit to use an existing facility involving negligible or no expansion of use.

According to the San Bernardino County geologic hazard map, retrieved on November 9, 2022, this area resides low risk zone for landslides. This site is within the San Bernardino National Forest, but, since the site has been used as a camp since 1914, there is no reasonable

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possibility that the project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed project. As of November 9, 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, Highway 138, where the site is located, is eligible to be listed in the California State Scenic Highway System but the project will not affect the scenic nature of the highway. Furthermore, the project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of a historical resource.

Based on this information, staff recommends that 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) 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 San Bernardino County Clerk upon Board's approval.

FISCAL IMPACT

The proposed Amended Agreement will have no adverse impact on RAP's General Fund as costs and expenses associated for the intended use will be paid by CAL FIRE.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:

Goal No. 6: Build Financial Strength and Innovative Partnerships

Outcome No. 1: Improved management of Department rental facilities and concessions enhance the quality of services offered to the public

This Report was prepared by Traci Goldberg, Principal Recreation Supervisor I, Valley Region and Paola Monzon, Management Assistant, Valley Region.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Amended and Restated License Agreement, between RAP and CAL FIRE for the use of Camp Seely.

**AMENDED AND RESTATED AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
FOR THE USE OF CAMP SEELY
FOR LODGING**

This AMENDED AND RESTATED AGREEMENT (“AGREEMENT”) is entered into as of May 23, 2022 (“COMMENCEMENT 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 California Department of Forestry and Fire Protection (“LICENSEE”). CITY and LICENSEE may be referred to herein individually as “PARTY”, or collectively as “PARTIES”.

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns, operates and maintains certain real property commonly known as Camp Seely (“PREMISES”); and,

WHEREAS, LICENSEE desires to use the PREMISES for the lodging of firefighters, assisting RAP in minor repairs and beautification projects, and training of CITY’s Park Rangers; and,

WHEREAS, previously RAP authorized such use of the PREMISES, as more fully shown by the Site Maps attached hereto and incorporated herein by reference as Exhibit A, pursuant to the terms and conditions of an agreement between CITY and LICENSEE for a period of six (6) months and eight (8) days (“PRIOR AGREEMENT”); and,

WHEREAS, the PARTIES now desire to amend such PRIOR AGREEMENT by entering into this AGREEMENT in order to extend the term of the PRIOR AGREEMENT by two (2) additional months and to make other changes to the provisions of the PRIOR AGREEMENT in connection thereto.

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 that the PRIOR AGREEMENT is amended and restated (along with the recitals hereto) as follows:

1. License to Use and Description of Premises.

In consideration of the anticipated benefits to the public and the CITY, the sufficiency of which is mutually acknowledged, CITY grants to LICENSEE by this AGREEMENT, the exclusive use of the PREMISES solely for the purpose set forth in Section 4 (“PERMITTED USE”). RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PERMITTED USE. The PREMISES authorized for use by LICENSEE under the terms and conditions of this AGREEMENT are:

- a. Camp Seely (PREMISES), located at 250 N. Highway 138, Crestline, CA 92325. LICENSEE is granted permission to use the PREMISES cabins, lodge, showers, and restrooms. PREMISES shall not include the kitchen, dining hall, or pool. The specific areas to be utilized is depicted by the site map attached hereto as Exhibit A.

2. Term and Termination.

The term of this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be from May 23, 2022 to January 31, 2023, with the exception of May 27, 2022 to May 30, 2022. CITY may revoke this AGREEMENT at any time or if LICENSEE does not comply with the conditions contained herein. Upon receipt of the written notice of termination, LICENSEE shall return the property to its original condition and discontinue all use permitted under this AGREEMENT.

3. Access to Premises.

LICENSEE, shall, and shall cause any of its authorized third parties to, abide by the terms and conditions expressed in this AGREEMENT and will cooperate fully with RAP and its employees in the performance of their duties. Any third party access and use of the PREMISES shall be supervised by the LICENSEE at all times while such third-party is present at the PREMISES, and RAP on-site staff shall be made aware of such third-party activities.

LICENSEE's use of the PREMISES shall only be during the following hours; twenty-four hours of day, seven days of week, with the exception of 10:00 a.m. May 27, 2022 to 3:00 p.m. May 30, 2022 ("PERMITTED TIMES"). LICENSEE shall not utilize PREMISES during hours other than the authorized PERMITTED TIMES, without RAP's prior written authorization. LICENSEE shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance, at the PREMISES.

Authorized representatives, agents, and employees of RAP shall have the right to enter the PREMISES at any and all times. In no event shall CITY be responsible or liable to LICENSEE for any inconvenience, disturbance, or other damage to LICENSEE by reason of the performance by CITY of any activities or work in, upon, above or under the PREMISES or for bringing materials, tools, and equipment in, through, above, or under the PREMISES, nor shall the same constitute any grounds for any payments, or abatement of payments, hereunder.

CITY makes no warranties whatsoever regarding the condition of the PREMISES. LICENSEE has inspected the PREMISES and found it suitable for LICENSEE's purposes. CITY shall not be liable for any personal injury or damage to property which LICENSEE or its guests or invitees may incur, regardless of the cause thereof. LICENSEE hereby releases CITY from all such liability, it being the intent of the Parties that LICENSEE shall maintain adequate insurance to cover any such

losses. If a governmental body with jurisdiction over the PREMISES and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted on the PREMISES are material threats to public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate LICENSEE's right to conduct such activities at the PREMISES by providing written notice to LICENSEE of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to LICENSEE of same.

It is understood by PARTIES that the PREMISES are located in public PARKS and therefore shall not be considered exclusive to the LICENSEE, nor shall access to the PREMISES be restricted to the general public.

4. Permitted Use and Use Restrictions.

LICENSEE shall not expand and/or change the scope of PERMITTED USE set forth in this Section without the prior written approval and consent of RAP through an amendment to this AGREEMENT. LICENSEE is authorized to use the PREMISES in accordance with the following conditions:

- a. PERMITTED USE: LICENSEE shall use the PREMISES solely for: housing one hundred and twenty (120) firefighters. PERMITTED USE will also assist RAP staff with minor repair and beautification projects and train the CITY's Park Rangers in agreed upon wildland firefighting operations. PERMITTED USE shall park in designated areas only, as parking is limited. Amplified sound requires prior approval from RAP. The times between 10:00 p.m. and 8:00 a.m. are designated quiet times. LICENSEE shall be responsible for all costs and expenses related to its use of the PREMISES.
- b. LICENSEE shall comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, orders and mandates, including but not limited to health and safety orders and guidelines related to COVID-19, throughout the TERM of this AGREEMENT. In doing so, LICENSEE shall maintain regular communication with RAP staff to ensure LICENSEE's compliance with such policies, procedures, regulations, orders and requirements and LICENSEE shall be solely responsible for all costs related to ensuring such compliance.
- c. LICENSEE shall provide sufficient staff for the operation of its activities on the PREMISES, and shall provide all materials, supplies, equipment, and funds necessary for such activities, to the reasonable satisfaction of the CITY.
- d. LICENSEE shall not sub-let or issue any permit for use of the PREMISES.
- e. LICENSEE shall comply, and ensure any 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 LICENSEE's activities on the PREMISES.

- f. LICENSEE is solely responsible for the actions of all individuals and/or organizations participating in its activities at the PREMISES, and shall ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.
- g. The dispensing and /or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) shall not be permitted on the PREMISES.
- h. No merchandise shall be sold or authorized to be sold on the PREMISES.

5. Obligations of LICENSEE. LICENSEE shall:

- a. 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.
- b. Punctually pay or cause to be paid all LICENSEE financial obligations incurred in connection with the use and maintenance of the PREMISES as set forth in this AGREEMENT. LICENSEE shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LICENSEE's use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.
- c. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PREMISES under any circumstances.

6. Maintenance and Repair of Premises.

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

- a. LICENSEE accepts PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of PREMISES, 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 PREMISES, nor any appliance or fixture thereon, whether installed by CITY or LICENSEE, and regardless of cause.

- b. LICENSEE, in performing all required maintenance and repair of the PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- c. LICENSEE shall perform the following maintenance duties on daily basis:
 - i. Maintain PREMISES in a clean condition removing all debris and trash;
 - ii. Keep the PREMISES and the nearby areas clean at all times;
 - iii. Pick up and dispose of trash and debris whether by LICENSEE activity or activity of a contracted vendor or any participant of LICENSEE services;
 - iv. Prevent any trash or debris matter or material from being or accumulating upon said PREMISES such that it is clearly visible to public view; and,
 - v. Maintain PREMISES 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.
- d. LICENSEE shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on PREMISES.
- e. LICENSEE shall be responsible for securing LICENSEE's equipment and materials at the PREMISES at all times. CITY and/or RAP shall not be responsible for the security of LICENSEE personal property before, during, or after PERMITTED TIMES.
- f. LICENSEE shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during LICENSEE's activities or operations, or that is caused by LICENSEE's use of the PREMISES. LICENSEE acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease.

7. Consideration

The consideration for this AGREEMENT in exchange for LICENSEE's use of the PREMISES shall be up to \$625,000 Payment shall be divided into the following installments:

May 2022 (minus 3 nights for Memorial Day Weekend)	\$98,500
June 2022	\$48,000.00
July 2022	\$48,000.00
August 2022	\$48,000.00
September 2022	\$75,000.00
October 2022	\$77,500.00
November 2022	
\$75,000.00	December 2022
\$77,500.00	
January 2023	\$77,500.00

In the event this AGREEMENT and LICENSEE's use of PREMISES as provided herein is terminated prior to the end of a month, the consideration to be paid for that month shall be prorated at a rate of \$2,500 per night for LICENSEE's use of PREMISES.

Payments shall be made on a monthly basis, no later than the 1st of each month, following the start of this PERMIT. The PERMITTEE shall mail all payments to:

City of Los Angeles Department of Recreation and Parks
Valley Region Headquarters
Attn: Traci Goldberg
6335 Woodley Avenue, Van Nuys, CA 91406

8. Indemnification and Insurance

Permittee is a governmental agency and is self-insured and must provide a letter of self-insurance demonstrating coverages. All Parties agree to the following indemnification:

- a. Pursuant to Government Code Section 895.4 and 895.6, each Party shall assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- b. Each Party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code Section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities status as a party to an Agreement or agreement, as defined by Government Code Section 895.

9. c. In the event of third-party loss caused by negligence, wrongful act or omission by more than one Party, each Party shall bear financial responsibility in proportion to its percentage of fault as mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated. ORDINANCE NO. 187134

Employees of LICENSEE and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully

vaccinated against the novel coronavirus 2019 (“COVID-19”) prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, “In-Person Services”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel has 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, LICENSEE shall obtain proof that such Contractor Personnel has been fully vaccinated. LICENSEE shall retain such proof for the document retention period set forth in this Agreement. LICENSEE shall grant medical or religious exemptions to Contractor Personnel as required by law. If Licensee wishes to assign any Contractor Personnel who has not been fully vaccinated to perform In-Person Services, Licensee shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Licensee. 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, Licensee 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.

10. Signage.

No signs or banners of any kind shall be displayed by LICENSEE unless previously approved in writing by RAP, and its Board of Recreation and Park Commissioner (“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 LICENSEE’s expense, of any sign previously approved by RAP and installed, or caused to be installed, by LICENSEE.

11. Notices and Contacts.

Any notice, request for consent, or statement (“NOTICE”), that RAP or LICENSEE 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 LICENSEE 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:

Contacts for LICENSEE:

Assistant Chief Tony Jones

3800 N. Sierra Way, San Bernardino, CA 92405
Email: Tony.Jones@fire.ca.gov
Phone: (909) 915-4797

Contacts for RAP:

Ezekiel Pena
PO Box 3372
Phone: (909) 338-2722

Traci Goldberg
6335 Woodley Ave., Van Nuys, CA 91406
Email: traci.goldberg@lacity.org
Phone: (818) 756-8060

12. Representations and Warranties.

CITY and LICENSEE 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 LICENSEE, enforceable in accordance with its terms and conditions.

13. 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. LICENSEE shall have no power to obligate or bind CITY in any manner whatsoever. Under no circumstances will LICENSEE 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 LICENSEE the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

14. 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.

15. Safe Practices.

LICENSEE 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 PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), LICENSEE must notify the RAP contacts referenced in Section 16 as soon as possible but no later than twenty-four (24) hours after LICENSEE has knowledge of the incident by telephone call, with a follow up email notice. Notice of non-serious injuries occurring at the PREMISES shall be provided to RAP within seventy-two (72)

hours. LICENSEE shall maintain at the PREMISES a record of non-serious injuries occurring on the PREMISES, copies of which shall be provided to RAP upon receipt of a written request therefor. LICENSEE shall keep internal documentation of the incident(s) occurring during the previous two (2) years and provide RAP with such information upon request.

16. Suspected Child Abuse.

LICENSEE must promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the PREMISES. LICENSEE shall notify the RAP contacts specified in Section 16 within 24 hours after a report has been made.

17. Hazardous Substances

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

18. Taxes and Possessory Interest

LICENSEE shall pay all taxes of whatever character that may be levied or charged upon the rights of LICENSEE to use the PREMISES, or upon LICENSEE's improvements, fixtures, equipment, or other property thereon or upon LICENSEE's operations hereunder. In addition, by executing the 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. LICENSEE, 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.

19. 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: Site Map for Camp Seely

Exhibit B: Letter of Self-Insurance

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A

[SIGNATURE PAGE TO FOLLOW]

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

California Department of Forestry and Fire Protection, a California Natural Resources Agency

By: _____
Jimmy Kim, General Manager

By: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

Exhibit A

Site Map for Camp Seely

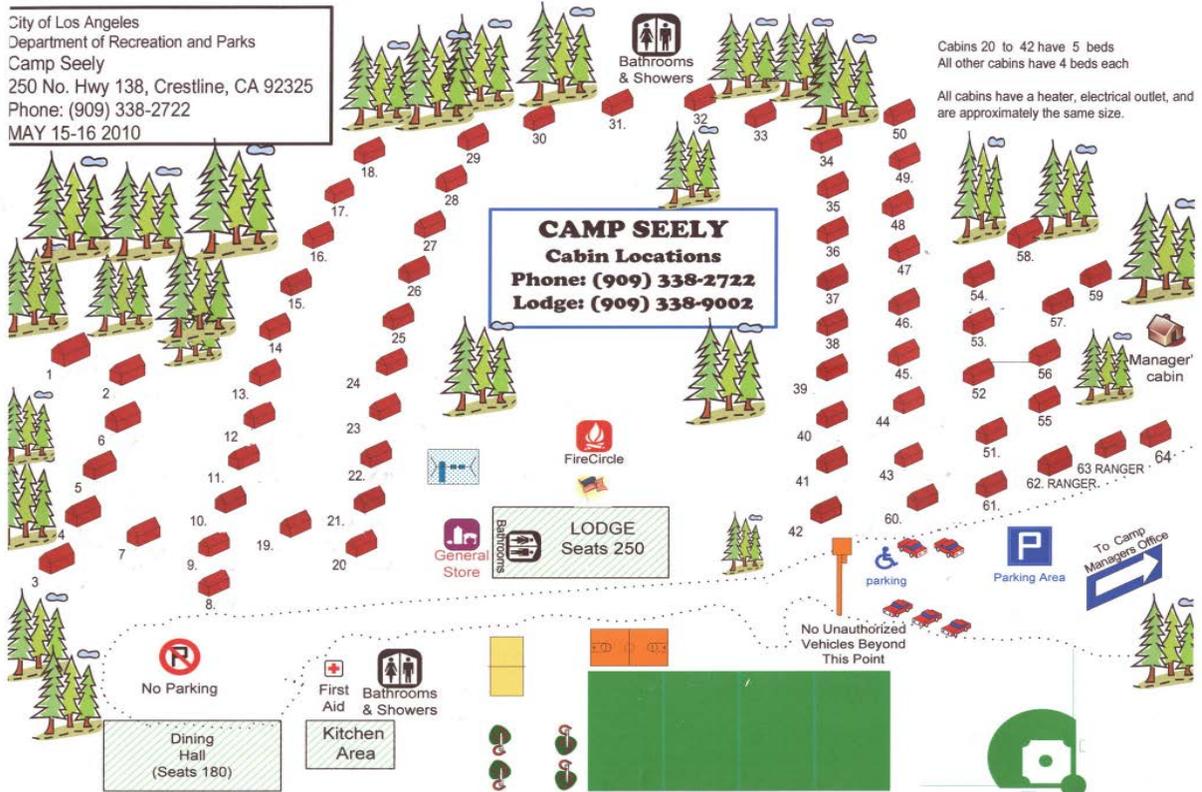
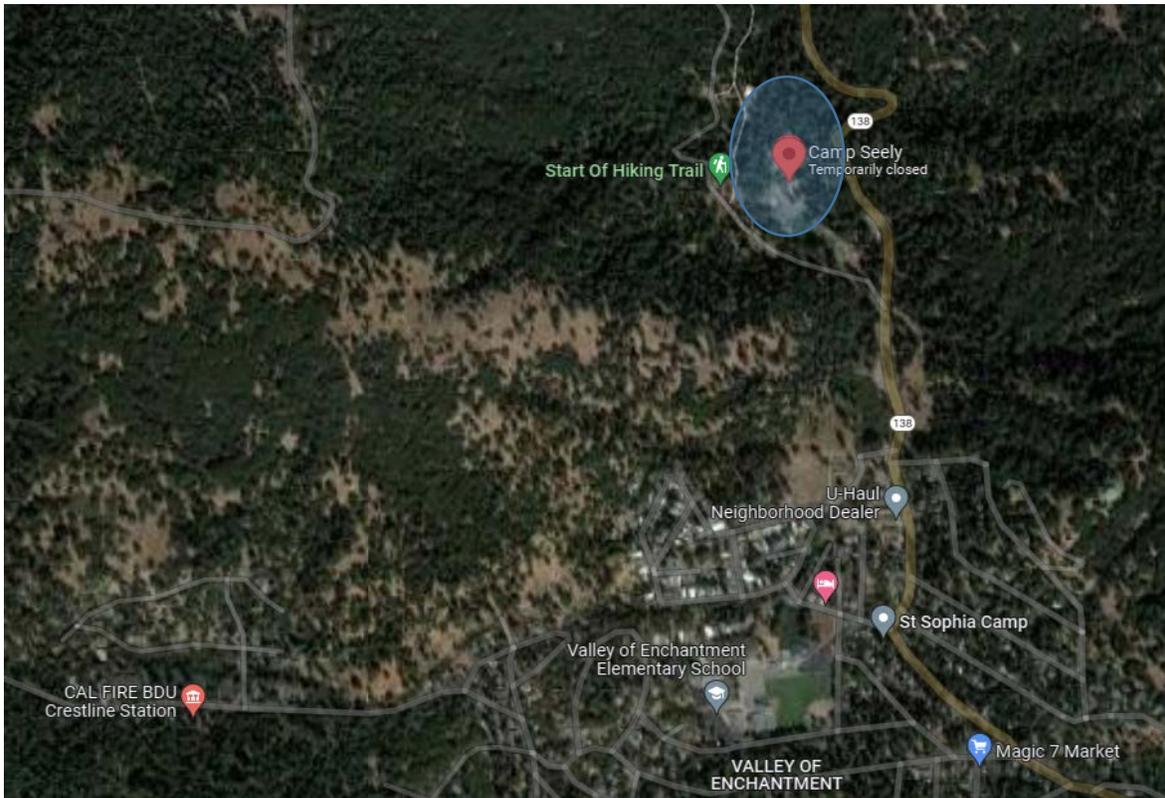


Exhibit B

Letter of Self Insurance



Governor Gavin Newsom

**STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022**

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

Carrie Willson

Carrie Willson
Staff Risk Manager
Insurance Services Unit
Department of General Services
Office of Risk and Insurance Management
Phone: (916) 376-5278
Fax: (916) 376-5275
Carrie.Willson@dgs.ca.gov

To request updated letter of self-insurance, please submit to riskmanagement@dgs.ca.gov

Office of Risk and Insurance Management | State of California | Government Operations Agency
707 3rd Street, 1st Floor | West Sacramento, CA 95605 | t 916.376.5300 f 916.376.5277