

**BOARD REPORT**

NO. 22-017

DATE January 20, 2022

C.D. N/A

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: CAMP VALCREST – SPECIAL USE PERMIT WITH UNITED STATES DEPARTMENT OF AGRICULTURE’S FOREST SERVICE FOR OPERATION AND MAINTENANCE OF A CAMP

AP Diaz	_____	M. Rudnick	_____
H. Fujita	_____	<i>for</i> C. Santo Domingo	<i>DF</i> _____
J. Kim	_____	N. Williams	_____

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn X

RECOMMENDATIONS

1. Approve the proposed Special Use Permit, between the Department of Recreation and Parks (RAP) and the United States Department of Agriculture’s Forest Service (NFS), substantially in the form attached hereto as Attachment No. 1, for the use and operation of Camp Valcrest, as described in the Summary of this Report (New Permit);
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Special Use Permit to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series) and to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the proposed Special Use Permit subsequent to all necessary approvals; and
4. Authorize RAP Staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Camp Valcrest is a 10.00-acre site located at Angeles National Forest H C 01 Box 18, La Canada, California 91011. Camp Valcrest is located in unincorporated Los Angeles County and within the Angeles National Forest. It is located near the community of Pear Blossom, approximately midway between the communities of La Canada and Wrightwood.

Camp Valcrest consists of a main building that includes a kitchen and dining hall, plus dormitory

## BOARD REPORT

PG. 2 NO. 22-017

style cabins, restroom buildings, and a swimming pool. In total, there are twenty-five (25) building and utility structures at Camp Valcrest.

Camp Valcrest has been closed since June 2000 due to water and well issues. Prior to closing, Camp Valcrest was used to bring children to the mountains, without travelling far to get there. Overnight trips were conducted for Recreation Center Summer Camp groups, and the site hosted the Wonderful Outdoor World (WOW) Program. For many youth, trips to Camp Valcrest were their first experience camping overnight, visiting the snow, and hiking.

### FOREST SERVICE PERMIT

As previously noted, Camp Valcrest is located in unincorporated Los Angeles County and within the Angeles National Forest. The Angeles National Forest is part of the National Forest System and is administered by the Forest Service (NFS), an agency of the U.S. Department of Agriculture (USDA) that manages public lands in national forests and grasslands.

The NFS issued a Special Use Permit (Original Permit), dated December 11, 1959, to RAP for purpose of constructing, maintaining, and operating an organization camp at Camp Valcrest (Attachment No. 2). The Original Permit has been amended three times.

It should be noted that there is not a specific term listed set forth in the Original Permit. NFS has advised RAP that this is often the case with some of their older permits. NFS further advised that, in accordance with their Forest Service Directives, "organization camps" are authorized under term permits under the authority of the Act of March 4, 1915 and that the standard term for the authorization is 20 years with Forest Supervisor approval and on some rare occasions, 30 years under Regional Forester approval. Therefore, as the Original Permit was issued in 1959 and was authorized by the Forest Supervisor, it would likely put the expiration date for Original Permit as December 11, 1979.

Given the presumed expiration of Original Permit, NFS has advised that RAP will need a new Special Use Permit from the NFS in order to continue to utilize Camp Valcrest.

### PROPOSED FOREST SERVICE SPECIAL USE PERMIT

Staff is recommending that the Board approve the proposed new Special Use Permit (New Permit) with the NFS for the use and operation of Camp Valcrest (Attachment No. 1).

A summary of the major provision of the proposed New Permit is provided below:

- Term – Twenty (20) Years.
- Renewal – Permit is not renewable. RAP will need to apply for a new permit at least one year prior to the expiration of the proposed permit.
- Master Development Plan – RAP is required to prepare and maintain a master development plan for Camp Valcrest that will detail the use capacity for the site and associated improvements.

## BOARD REPORT

PG. 3 NO. 22-017

- Development Schedule – RAP and NFS will jointly prepare a site development schedule for all the proposed improvements at Camp Valcrest, prior to any construction occurring at the site.
- Operating Plan – RAP shall be responsible for preparing an annual operating plan for Camp Valcrest, which will be due by February 1<sup>st</sup> of each year.
- Minimum Use – RAP must operate the site for at least 30 days of each year or season.
- Leasing – RAP may lease concessions and improvements at the site with prior written approval of NFS.
- Drinking Water System – RAP 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 at the site.
- Water Wells – For any new or reconstruction of existing wells, RAP shall prepare a well construction and development plan and submit it for approval. Further, RAP shall be responsible for properly decommissioning and abandoning all wells that are no longer needed in accordance with applicable standards for water well abandonment.
- Fees – The annual fee will be calculated based on a formula detailed in the agreement, which will consist of a Land Use Free (minimum of \$300) and a Fee Based on Other Revenues that is 5% of adjusted gross revenue, if said revenue is derived from activities other than those youth programming activities specified in the permit. There is no Facility Use Free for this permit.

### PROPOSED SUBLICENSE

It should be noted that RAP has entered into discussions with Growth Opportunities through Athletics, Learning and Service (GOALS), a California based 501(c) (3) non-profit corporation, regarding a long term agreement for the development, operation, and maintenance of Camp Valcrest. As a part of those discussions, GOALS has been made aware of the proposed terms, conditions, and requirements of the New Permit and is prepared to meet its requirements. Similarly, NFS has issued the New Permit being aware and approving of this proposed collaboration between GOALS and RAP.

The proposed agreement between GOALS and RAP will be presented to the Board in a separate report for the Board's review and consideration.

### ENVIRONMENTAL IMPACT

The proposed New Permit does not include any specific project that could cause either a direct or an indirect physical change on the environment. The approval of the New Permit, however, is instrumental to an agreement between RAP and GOALS to be presented to the Board in a separate report. A recommendation pursuant to the California Environmental Quality Act for the actions included in that agreement is included in that Board report.

## BOARD REPORT

PG. 4 NO. 22-017

Although the proposed New Permit 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 New Permit, however, includes provisions that commit RAP to submit plans of the complete renovation and future activities at the Camp to the Forest Service. Such obligations are also included in the proposed agreement between RAP and GOALS. 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 approval of the proposed New Permit may have an impact on RAP's General Fund, as RAP will be responsible for the restoration, repair, operation, and maintenance of Camp Valcrest. The costs for the additional maintenance staff and resources necessary to operate Camp Valcrest would need to be requested as a part of the City's budget process.

However, as previously noted, RAP anticipates entering into an agreement with GOALS for that organization to operate and maintain Camp Valcrest at no cost to the City.

### STRATEGIC PLAN INITIATIVES AND GOALS

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

**Goal No. 2:** Offer Affordable & Equitable Recreation Programming

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

**Result:** Approval of the proposed new Special Use Permit will allow RAP to continue to operate Camp Valcrest, which, once restored, will provide opportunities for youth and families to camp.

This Report was prepared by Darryl Ford, Superintendent, Planning, Maintenance and Construction Branch.

### LIST OF ATTACHMENTS

- 1) Proposed Special Use Permit for Camp Valcrest
- 2) Original Special Use Permit for Camp Valcrest

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**

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**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.

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## **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 1<sup>st</sup> 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

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NAME AND TITLE

SIGNATURE

DATE

APPROVED:

Jerome E. Perez,  
Forest Supervisor

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NAME AND TITLE

AUTHORIZED OFFICER  
SIGNATURE

DATE

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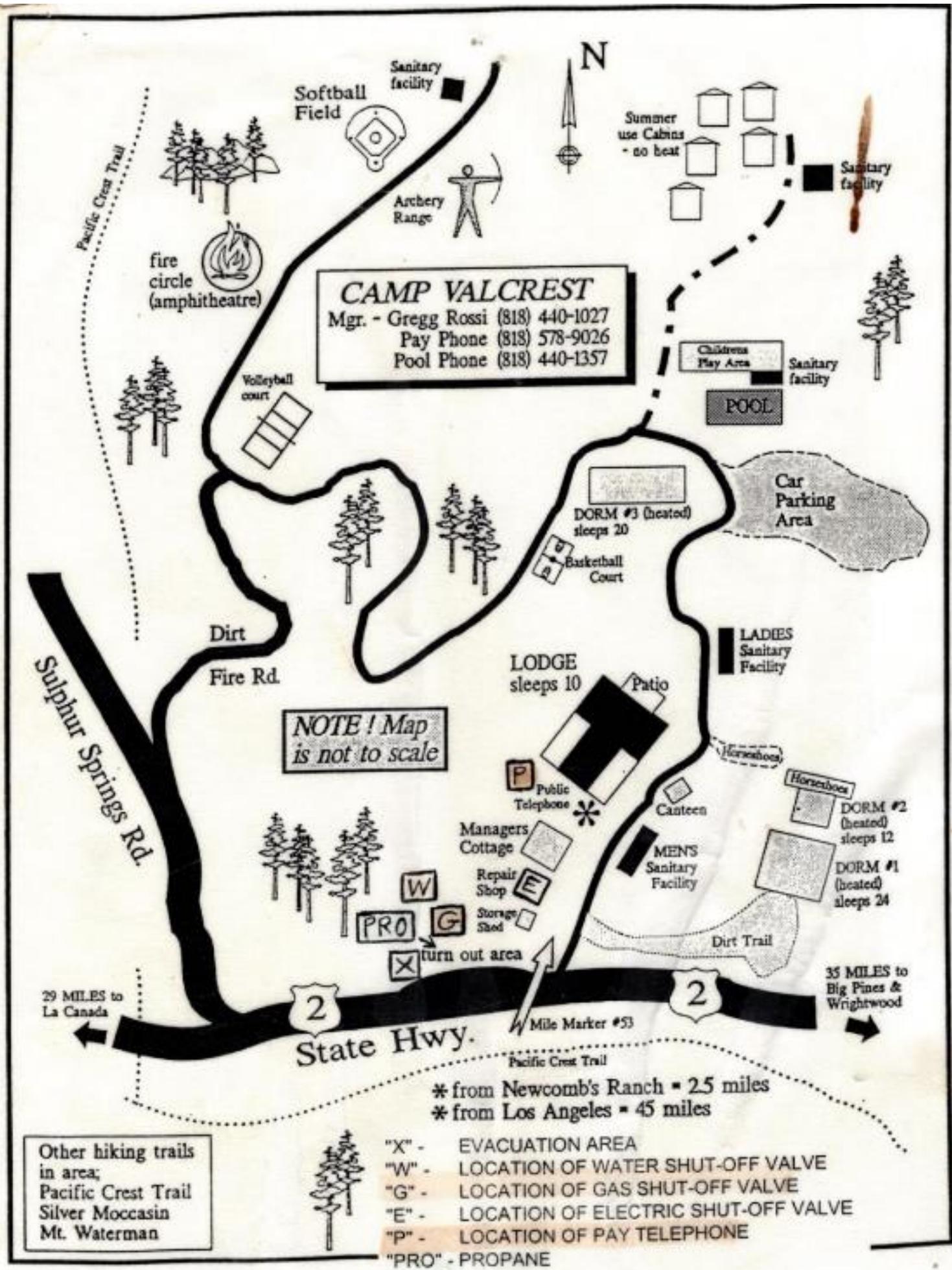
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to 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.

Ranger's Copy

SPECIAL USE PERMIT  
CITY OF LOS ANGELES,  
RECREATION AND PARKS DEPARTMENT  
ORGANIZATION/BITS, 12/11/59



### SPECIAL USE PERMIT

Angelen National Forest.

Permission is hereby granted to CITY OF LOS ANGELES, RECREATION AND PARKS DEPARTMENT,  
of LOS ANGELES, CALIFORNIA

hereinafter called the permittee, to use, subject to the conditions set out below, the following-described lands or improvements:

Government lands located in Section 13, T. 3 N., R. 11 W., S.B.M., as per attached map marked "Exhibit #1."

This permit covers approx. 10.0 acres and/or -- miles for the purpose of:

**Constructing, maintaining and operating an organization camp.**

The exercise of any of the privileges granted in this permit constitutes acceptance of all the conditions of this permit.

1. In consideration for this use, the permittee shall deposit with the Regional Fiscal Agent, Forest Service, --, a check, draft, or money order made payable to the Treasurer of the United States in the sum of -- dollars (\$ --) for the period from --, 19 --, to --, 19 --, and thereafter annually on -- **ISSUED FREE UNDER REG. U-11**

-- dollars (\$ --). The charges for this use may be readjusted from time to time to place this permit on a basis consistent with the charge to other permittees for like privileges.

2. Construction or occupancy and use under this permit shall begin within \_\_\_\_\_ months, and construction, if any, shall be completed within \_\_\_\_\_ months, from the date of the permit. This use shall be actually exercised at least 180 days each year, unless otherwise authorized in writing.

3. Development plans; lay-out plans; construction, reconstruction, or alteration of improvements; or revision of lay-out or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

4. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

5. This permit is subject to all valid claims.

6. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area of operations covered by this permit.

7. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

~~8. The permittee shall not engage in any other business or occupation on the premises or in the vicinity thereof, or engage in any other activity which may be detrimental to the interests of the United States or the Forest Service, or which may interfere with the proper management of the land.~~

9. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

11. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

12. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee, and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the forest supervisor, issuance of a permit is desirable and in the public interest.

13. In case of change of address, the permittee shall immediately notify the forest supervisor.

14. The temporary use and occupancy of the premises and improvements herein described may not be sublet by the permittee to third parties without the prior written approval of the forest supervisor and the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

15. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

16. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses will control.

17. This permit is subject to the conditions set forth above and to conditions 18

to 18 attached hereto and made a part of this permit.

Date December 11, 1959

SIN E. JARVI, Forest Supervisor

(Signature of issuing officer)

By Geo. W. Armstrong

(Title)

18. The permittee agrees to take all reasonable precaution to avoid damage to property and resources of the United States, and diligently to undertake suppression action in the event of fire resulting from the exercise of the privileges herein granted.

19. All development shall be screened from Angeles Crest Highway as much as possible.

20. No facilities or improvements shall be located closer than 200 feet from centerline of highway.

21. With the exception of an incinerator, mentioned above, the permittee shall build no fires in the open except that a central organization fireplace or rallying point at a safe place approved by the District Ranger shall be allowed. No other fires except in buildings will be allowed.

22. Disorderly or otherwise objectionable conduct by the permittee or those occupying the premises with his permission shall upon proof thereof be cause for cancellation of the permit.

23. Whenever requested to do so by the Forest Officer in charge, the permittee shall be responsible for the removal of any diseased or insect-infested trees on the area held under permit, the work to be done within the time limits specified and in accordance with instructions issued by the Forest Officer.

24. Any permit for water transmission which you may hold to convey water to this site will be automatically cancelled when you dispose of the improvements on this lot -- a new permit for such use will be issued to the purchaser as designated in your relinquishment.

25. It is not compulsory to post a sign giving the name of your organization but if this is done, it must be erected on the front of your main building or on a post in front of the building, never on a tree. Where this name sign is erected, the lot number should be included on the sign. The sign shall be of rustic design, preferably of redwood. The background of this sign shall be of natural wood, with carved lettering which shall be painted white. The design and size of this sign shall be submitted to the Forest Supervisor for approval prior to construction.

26. This permit conveys no authority to place or maintain dams, dykes, etc., in any stream on National Forest land, to divert water for any purpose whatsoever, and no bathing or wading is allowed in any stream in California according to the State law.

27. The Forest Supervisor may amend or change this permit at any time, when in his judgment conditions warrant.

28. It shall be the responsibility of the permittee to secure and maintain all garbage cans and containers necessary for the disposal of garbage and other camp debris, and shall arrange either as individuals or through an association, to provide for current garbage collection during all periods the camp is occupied

29. The Forest Service assumes no responsibility for providing electric or telephone service except such installations as it deems necessary for the protection of life and property.

30. Materials of an explosive or inflammable nature shall be stored and handled in a manner satisfactory to the District Ranger.

31. In the event of fire, the permittee shall allow the Forest Service, or other cooperating fire-fighting agencies, to draw upon any or all existing waterlines and reservoirs for water to be used for filling fire trucks or pumping for actual fire-fighting purposes.

32. Before construction of camp and/or facilities is started, the areas to be occupied shall be cleared of all dead brush and other debris, and thereafter such debris must be cleared and the area cleaned up annually before the opening of the fire season. Space shall be cleared surrounding toilets, out-houses, garbage pits, and all other structures and facilities adequate to prevent the spread of fire from them.

33. All trash and debris shall be collected currently and disposed of in an incinerator or in such other manner as stipulated by the Forest Supervisor. Every precaution shall be taken to prevent fires from starting within any buildings or other structures.

34. A fire prevention and control plan adequate in the judgment of the Forest Supervisor to the risks and hazards of this use shall be prepared and placed in effect by the permittee if required. The Fire Plan, when approved, shall be attached to and become a part of this permit.

35. The permittee will maintain one person on the premises during periods of use who has full authority to represent the permittee in all matters pertaining to this permit.

36. This permit is issued with the understanding that the permittee 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 permittee. Rental rates charged other groups will be subject to approval by the Forest Supervisor. Rentals of the improvements for commercial purposes will not be permitted.

37. The permittee and his employees shall not discriminate because of race, religion, color, or national origin against any person by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public. Nor shall the permittee or his employees publicize in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, religion, color, or national origin. The permittee shall include and require compliance with a provision similar to the one contained in this requirement in any subcontract made with respect to the operations authorized hereunder.

38. The permittee shall at any time during the life of this special use permit take such necessary remedial measures to correct erosion resulting from the use of the area as may be specified and requested.

THIS PERMIT IS ACCEPTED SUBJECT TO THE CONDITIONS SET OUT HEREON AND ATTACHED HERETO.

CITY OF LOS ANGELES  
RECREATION AND PARKS DEPARTMENT  
BOARD OF RECREATION & PARK COMMS

By /s/ Ruth Knight

Secretary

ADDRESS ALL CORRESPONDENCE CONCERNING THIS PERMIT TO: District Ranger  
U. S. Forest Service  
Valermo, California

2710 SPECIAL USE PERMITS  
CITY OF LOS ANGELES,  
RECREATION AND PARKS DEPARTMENT  
ORGANIZATION SITE, 12/11/59

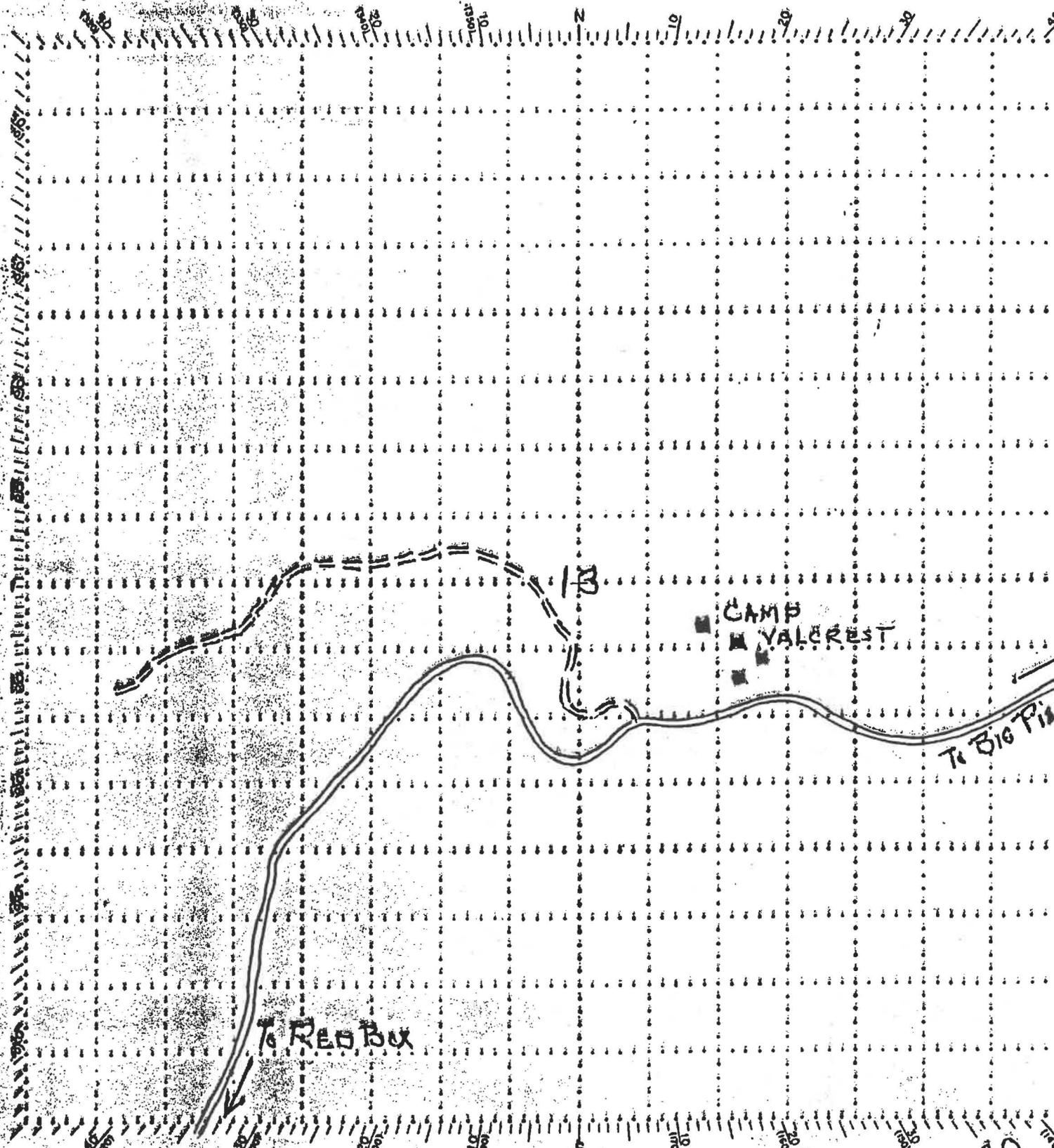
DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
FIELD MAP SHEET

Scale 4 inches

T. 3N R. 15W Sec

Mag. Dec. \_\_\_\_\_ Acres

2710  
City of P.A. Parks & Rec. Dept.  
Organ. Site 12/11/59 Unit \_\_\_\_\_  
(Case designation)



Field work by \_\_\_\_\_ Date 8/1/60 Plotted by B. J. ...

Remarks \_\_\_\_\_

ARROYO Seco  
Amey

SPECIAL USE PERMIT AMENDMENT NO. 3

CITY OF LOS ANGELES,

THE SPECIAL USE PERMIT ISSUED TO RECREATION AND PARKS DEPT., ON

December 11, 1959

, BY

Sam E. Juvet,

Forest Supervisor

, IS HEREBY AMENDED AS FOLLOWS:

Condition No. 39 is hereby deleted from the special use permit and the following substituted therefor:

39. The fee for this use is due and payable January 1 each year. A service charge in addition to the regular fee will be made for late payment of the fee. The service charge will be 1% per month of the unpaid balance, with a \$25.00 minimum charge.

IT IS UNDERSTOOD THAT THIS AMENDMENT SHALL NOT OPERATE TO ALTER NOR AMEND SAID PERMIT IN ANY OTHER RESPECT THAN IS HEREIN SPECIFIED AND SHALL NOT IN ANY WAY CONSTITUTE A WAIVER OF ANY PART, PROVISION, OR CONDITION OF SAID PERMIT, AND EVERY SUCH PART, PROVISION, OR CONDITION OF SAID PERMIT SHALL APPLY EQUALLY TO THIS AMENDMENT.

WILLIAM T. HUESHER, Forest Supervisor

BY C. H. Crouch

DATE April 28, 1967

TITLE \_\_\_\_\_

2720 SPECIAL USE PERMITS  
CITY OF LOS ANGELES, PARKS & REC. DEPT.  
ORGANIZATION DATE, 12/11/59

SPECIAL USE PERMIT AMENDMENT NO. 2

THE SPECIAL USE PERMIT ISSUED TO CITY OF LOS ANGELES - RECREATION & PARKS DEPT. ON

December 11, 1959, BY Sim E. Jarvi, Forest Supervisor

IS HEREBY AMENDED AS FOLLOWS:

The following condition is added to the permit:

41. During the performance of this permit the permittee agrees:

- a. In connection with the performance of work under this permit, including construction, maintenance and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, creed, or national origin.
- b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, creed or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.
- c. The permittee shall include and require compliance with the above non-discrimination provisions in any sub-contract made with respect to the operations under this permit.
- d. Signs setting forth this policy of non-discrimination to be furnished by the Forest Service will be conspicuously displayed at public locations as directed by the Forest Service.

IT IS UNDERSTOOD THAT THIS AMENDMENT SHALL NOT OPERATE TO ALTER NOR AMEND SAID PERMIT IN ANY OTHER RESPECT THAN IS HEREIN SPECIFIED AND SHALL NOT IN ANY WAY CONSTITUTE A WAIVER OF ANY PART, PROVISION, OR CONDITION OF SAID PERMIT, AND EVERY SUCH PART, PROVISION, OR CONDITION OF SAID PERMIT SHALL APPLY EQUALLY TO THIS AMENDMENT.

WILLIAM T. DRESSER, Forest Supervisor  
By Thomas A. Neff  
Thomas A. Neff  
TITLE Recreation Officer

DATE May 6, 1966

~~THIS AMENDMENT TO THE SPECIAL USE PERMIT ISSUED TO THE CITY OF LOS ANGELES - RECREATION & PARKS DEPT. ON DECEMBER 11, 1959, IS HEREBY AMENDED AS FOLLOWS:~~

~~DATE: XXXXXXXXXXXXXXXXXXXXXXX~~

2710 SPECIAL USE PERMITS  
CITY OF LOS ANGELES  
RECREATION & PARKS DEPT.  
ORGANIZATION SITE, 12/11/59

SPECIAL USE PERMIT AMENDMENT NO. 1

THE SPECIAL USE PERMIT ISSUED TO CITY OF LOS ANGELES - RECREATION & PARKS DEPT. ON

December 11, 1959

, BY

Sim E. Jarvi, Forest Supervisor

, IS HEREBY AMENDED AS FOLLOWS:

Condition No. 1: Effective January 1, 1968, the amount due annually on January 1 will be Two hundred fifty and no/100 dollars (\$250.00).

The following conditions are added to the permit:

*Cancelled by Amendment #3.*

~~39. This permit is subject to termination for nonpayment of the special use fee. Termination will become effective automatically if the permittee has not made payment by February 13 each year. A service fee, in addition to the regular fee, will be charged for reinstatement of the permit.~~

40. A service fee will be charged for issuance of a new permit as the result of any change of ownership other than enforcement of contract, foreclosure, tax sale, or other valid legal proceedings against the improvements occupying this site.

IT IS UNDERSTOOD THAT THIS AMENDMENT SHALL NOT OPERATE TO ALTER NOR AMEND SAID PERMIT IN ANY OTHER RESPECT THAN IS HEREIN SPECIFIED AND SHALL NOT IN ANY WAY CONSTITUTE A WAIVER OF ANY PART, PROVISION, OR CONDITION OF SAID PERMIT, AND EVERY SUCH PART, PROVISION, OR CONDITION OF SAID PERMIT SHALL APPLY EQUALLY TO THIS AMENDMENT.

WILLIAM T. DRESSER, Forest Supervisor  
By Thomas A. Neff

DATE October 7, 1965

TITLE Thomas A. Neff  
Issuing Officer

THIS AMENDMENT TO THE SPECIAL USE PERMIT ISSUED December 11, 1959, IS ACCEPTED SUBJECT TO THE CONDITIONS SET FORTH ABOVE.

CITY OF LOS ANGELES - REC. & PARKS DEPT.

DATE April 21, 1966

By /s/ John C. Horan

Title ACTING GENERAL MANAGER

2710 SPECIAL USE PERMITS  
CITY OF LOS ANGELES, RECREATION & PARKS DEPT.  
ORGANIZATION SITE, 12/11/59