County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://cao.co.la.ca.us

DAVID E. JANSSEN
Chief Administrative Officer

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YVONNE B. BURKE
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Third District

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MICHAEL D. ANTONOVICH
Fifth District

August 29, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

20-YEAR SPECIAL USE PERMIT
DEPARTMENT OF HEALTH SERVICES
38200 NORTH LAKE HUGHES ROAD, CASTAIC
(FIFTH DISTRICT) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign the attached 20-year Special Use Permit with the United States Department of Agriculture, Forest Service, Landlord, for the occupancy of 34.25 acres of land for the Department of Health Services (DHS), known as the Warm Springs Rehabilitation Center at 38200 North Lake Hughes Road, Castaic, at an initial annual base rent of $4,110. The rental cost is 100 percent net County cost (NCC).

2. Consider the attached Negative Declaration, together with the fact that no comments were received during the public review process, find that the project will not have a significant effect on the environment, find that the Negative Declaration reflects the independent judgment of the County to approve the Negative Declaration, find that the project will have no adverse effect on wildlife resources, and authorize the Chief Administrative Office (CAO) to complete and file a Certificate of Fee Exemption for the project.

3. Approve the project and authorize the CAO and DHS to implement the project. The 20-year Special Use Permit will commence upon acceptance of the Special Use Permit by the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommendation is to provide the County continued use of the 34.25 acres of land with the improvements thereon known as the Warm Springs Rehabilitation Center.

The Warm Springs Rehabilitation Center provides residential alcohol and drug recovery services to residents of Los Angeles County. The subject facility is situated on 34.25 acres of Forest Service land in the Angeles National Forest. This program has operated at the site under a Forest Service permit since 1941.

The former Special Use Permit granted on April 14, 1995, expired on February 28, 2005. Prior to its expiration, the United States Department of Agriculture, Forest Service was contacted and negotiations for a new Special Use Permit commenced. The Forest Service granted the County a month-to-month holdover while the permit was being negotiated. The new proposed Special Use Permit allows the County to use the site for 20 years at an annual rate of $4,110. The rental rate is unchanged from the current Special Use Permit.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we implement a client-centered, information-based health and mental health services delivery system that provides cost-effective and quality services (Goal 7). In this case, we are providing cost-effective and quality services to County clients in need of rehabilitation services, in accordance with Strategic Asset Management Principles as further outlined in Attachment A.

FISCAL IMPACT/FINANCING

The annual base Special Use Permit cost for the proposed facility will be $4,110.

32800 North Lake Hughes Road , Castaic	**Current Permit**	**Proposed Permit**	**Changes**
Area (Acres)	34.25	34.25	None
Term	10 years	20 years	+20 years
Annual Base Rent	$4,110	$4,110	None
Parking Included in Rent	N/A	N/A	N/A
Cancellation	30 days notice	30 days notice	None
Option to Renew	None	None	None
Rental Adjustment	None	None	None

Sufficient funding for the proposed Special Use Permit is included in the 2006-07 Rent Expense budget and will be billed back to DHS. DHS has sufficient funding in its 2006-07 operating budget to cover the projected lease costs. The staff and other direct program costs associated with the Warm Springs Rehabilitation Center are 100 percent NCC.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Special Use Permit provides access to 34.25 acres on which the existing County-owned improvements are sited. The lease contains the following provisions:

- The 20-year term of the lease begins upon acceptance of the Special Use Permit by the County at an annual base rent of $4,110.
- Cancellation provision is provided in the lease, allowing the United States Forest Service to cancel anytime during the term on 30 days prior written notice when it is determined that the public interest requires termination of this permit.
- The County will be responsible for all operating and maintenance costs including all utility services.
- The $4,110 annual rent remains constant during the 20-year term.
- The proposed 20-year Special Use Permit between the County and another government agency is exempted from review by the Real Estate Management Commission pursuant to Chapter 3.58.070 of the County Code.

CAO Real Estate staff did not survey Castaic and the surrounding area to determine the market rate of comparable sites as this Special Use Permit is unique and has been established for the specific uses of the property. Staff has established that the base rental rate of $4,110 annually for permitted use of 34.25 acres is a minimal cost for the use of the property involved.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

The CAO has made an Initial Study of environmental factors and has concluded that this project will have no significant impact on the environment and no adverse effect on the wildlife resources. Accordingly, a Negative Declaration has been prepared and a notice posted at the site as required by the California Environmental Quality Act (CEQA) and the California Administrative Code, Section 15072. Copies of the completed Study, the resulting Negative Declaration, and the Notice of Preparation of Negative Declaration as posted are attached. No comments to the Negative Declaration were received. A fee must be paid to the State Department of Fish and Game when certain notices are filed with the Registrar-Recorder/County Clerk. The County is exempt from paying this fee when your Board finds that a project will have no impact on wildlife resources.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Special Use Permit will provide the necessary space for the existing DHS, Warm Springs Rehabilitation Center. In accordance with your Board's policy on the housing of any County offices or activities, DHS concurs in this recommendation.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return two originals of the executed Special Use Permit, two certified copies of the Minute Order and the adopted, stamped Board letter to the CAO, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:WLD
CEM:TS:hd

Attachments (3)

c: County Counsel
Auditor-Controller
Health Services

38200LakeHughes.b

Attachment A

DEPARTMENT OF HEALTH SERVICES
38200 NORTH LAKE HUGHES ROAD, CASTAIC

Asset Management Principles Compliance Form[1]

			Yes	No	N/A
1.	**Occupancy**				
	A	Does lease consolidate administrative functions?[2] **Special Use Permit (SUP)**		X	
	B	Does lease co-locate with other functions to better serve clients?[2] **SUP**		X	
	C	Does this lease centralize business support functions?[2]			X
	D	Does this lease meet the guideline of 200 sq. ft of space per person?[2] **This is a SUP for land use only.**			X
2.	**Capital**				
	A	Is it a substantial net County cost (NCC) program? **100% NCC**	X		
	B	Is this a long term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Attachment B?		X	
	G	Was build-to-suit or capital project considered? **No, the project is unique and has been in existence at this location since 1941, replacement of the facility would be too costly.**		X	
3.	**Portfolio Management**				
	A	Did department utilize CAO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?			X
	D	Why was this program not co-located?			
		1. _x_ The program clientele requires a "stand alone" facility.			
		2. ____ No suitable County occupied properties in project area.			
		3 _____ No County-owned facilities available for the project.			
		4. _____ Could not get City clearance or approval.			
		5. _____ The Program is being co-located.			
	E	Is lease a full service lease?[2] **No, the project is for land only. The County is responsible for all maintenance and utility costs.**		X	
	F	Has growth projection been considered in space request?		X	
	G	Has the Dept. of Public Works completed seismic review/approval? **SUP**		X	
		[1]As approved by the Board of Supervisors 11/17/98			

[2]If not, why not? **Buildings are County built and owned, permit is for use of land only.**

ORIGINAL FILED

JUL 1 9 2006

LOS ANGELES, COUNTY CLERK

COUNTY OF LOS ANGELES
CHIEF ADMINISTRATIVE OFFICE

TWENTY-YEAR LEASE

NEGATIVE DECLARATION

I. Location and Description of the Project

The proposed project is for the County of Los Angeles to continue use of 34.25 acres of land within Sec.15,T. 6N.,R.16W.,SAN BERNARDINO PRINCIPAL MERIDIAN and more specifically with an address of 38200 Lake Hughes Road, Castaic, California, which is used by the Department of Health Services (DHS). DHS is using the space to provide residential alcohol and drug recovery services to residents of Los Angeles County. The facility, located in the Fifth Supervisorial District, is approximately 41 miles from the Los Angeles Civic Center, and includes 199 licensed patient beds located within several buildings located on the site known as the Warm Springs Rehabilitation Center. The center is permitted under a special use permit which comprises the area covering 34.25 acres. The Landlord and tenant have no expansion plans beyond the scope of this project.

II. Finding of No Significant Effect

Based on the attached initial study, it has been determined that the project will not have a significant effect on the environment.

III. Mitigation Measures

None required.

INITIAL STUDY

I. Location and Description of Project

These proposed leased premises is located on 34.25 acres of United States Forest Services land which is addressed as 38200 North Lake Hughes Road, Castaic, LOT COM AT MOST S COR OF H.E.SURVEY NO 82 TH N 70 388 E 430.95 FT TH N 294.37 FT TO NE LINE OF SD H E SURVEY NO 82 TO BEGI PART OF H.E. LOS ANGELES, CA. located in the Fifth Supervisorial District approximately 41 miles northwest of the Los Angeles Civic Center and 27 miles North East of the I-5 freeway. (See attached map)

The 25 buildings on site are owned by the County of Los Angeles and are located on 34.25 acres of United States Forest Service Land with is intended use as the Warm Springs Rehabilitation center. Located at the site is ample off-street parking spaces for Department of Health Services use and ample public parking is located within the on-site parking lot.

This project consists of a special use permit for public building and other public works on 34.25 acres for 20 years. It is anticipated that an average of 37 employees will be occupying the premises with the maximum employee occupancy anticipated to be 35 per day. In addition to the employees, it is anticipated that an average of 189 members of the public per day will be visiting the facility for normal rehabilitation purposes. No expansion of existing premises will occur for this project and no exterior alterations nor interior tenant improvements, will be performed for this project.

II. Compatibility with General Plan

This project site is currently designated as a rehabilitation Center in the County of Los Angeles and zoned LCW. The proposed project would be consistent with these designations.

III. Environmental Setting

The project site is located in an area of forest service land. The site includes approximately 34.25 acres of undeveloped property. The site is bordered by Warm springs Canyon on the South side, open forest area on the north and the west sides and Lake Hughes Road on the south side.

IV. Identification of Environmental Effects

A. The impact of the proposed project on existing land forms will be negligible as no reshaping of the soil nor excavation nor foundations, utility lines, sewer lines or water lines is anticipated.

B. The project will not conflict with adopted environmental plans and goals of the United States Forest Service.

C. The project will not have a substantial demonstrable negative aesthetic effect on the site. The existing facility will be continued to be maintained as part of the lease arrangement.

D. No rare or endangered species of animal or plant or the habitat of the species will be affected by the project. Nor will it interfere substantially with the movement of any resident fish or wildlife species or migratory fish or wildlife species.

E. The project will not breach published national, state or local standards relating to solid waste or litter control.

F. Development will not substantially degrade water quality, contaminate water supply, substantially degrade or deplete ground water resources, or interfere substantially with ground water recharge.

G. There are no known archeological sites existing at the project site.

H. The proposed project will not induce substantial growth or concentration of population.

I. The project will not cause a substantial increase to existing traffic. Nor will it affect the carrying capacity of the present street system. This is a government use of private property for legal services purposes. The County's use is in conformance with uses approved by the US Forest Services.

J. The project will not displace any persons from the site.

K. The project will not substantially increase the ambient noise levels to adjoining areas. Noise generated by the proposed County use does not exceed that previously experienced in the area when occupied by private tenants.

L. The proposed developed project will not cause flooding, erosion or siltation.

M. The project will not expose people or structures to major geologic hazards.

N. The project will not expend a sewer trunk line. All necessary utilities are available currently to the facility.

O. No significant increased energy consumption is anticipated by the County's use of the premises as compared to previous uses.

P. The project will not disrupt or divide the physical arrangement of established community; nor will it conflict with established recreational, educational, religious or scientific uses of the area.

Q. No public health or safety hazard or potential public health or safety hazard will be created by this project.

R. The project will not violate any ambient air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations.

V. Discussions of Ways to Mitigate Significant Effects

The proposed project is not expected to create any significant effects on the environment. To mitigate any effects upon the surrounding community the following measures will be implemented:

A. None Required.

VI. Initial Study Preparation.

This study was prepared by Thomas Shepos of the Los Angeles County Chief Administrative Office, Real Estate Division. This study was completed on July 18, 2006.

NEGATIVE DECLARATION

Department Name: Health Services
Project: Warm Springs Rehabilitation Center
Special Use Permit

Pursuant to Section 15072, California Environmental Quality Act and California Administrative Code Title 14, Division 6

1. Description of Project

The special use permit from the US Forest Service allowing the County of Los Angeles, Department of Health Services, public building and other public works on 34.25 acres for 20 years. as a rehabilitation center.

2. a. Location of Project (plot plan attached)

34.25 Acres / 38200 Lake Hughes Road, Castaic, CA

b. Name of Project Proponent

County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

3. Finding for Negative Declaration

It has been determined that this project will not have a significant effect on the environment based on information shown in the attached Environmental Information Form dated July 19, 2006 which constitutes the Initial Study of this project.

4. Initial Study

An Initial Study leading to this Negative Declaration has been prepared by the Chief Administrative Office and is attached hereto.

5. Mitigation Measures Included in Project

None required.

Date	Real Property Agent	Telephone
July 18, 2006	Thomas Shepos	(213) 974-4363

DATE POSTED – July 21, 2006

NOTICE OF PREPARATION OF NEGATIVE DECLARATION

This notice is provided as required by the California Environmental quality Act and California Administrative Code Title 14 Division 6, Section 15072 (a) (2) B.

A Negative Declaration has been prepared for this site based on an Initial Study which consists of completion and signing of an Environmental Information Form showing background information as follows:

1. Name of Proponent - County of Los Angeles
   Chief Administrative Office

2. Address/Phone No. - 222 South Hill Street, 3rd Floor
   Los Angeles, California 90012

Agent	Telephone
Thomas Shepos	(213) 974-4364

3. Date Information Form Submitted – July 18, 2006

4. Agency Requiring Information Form - Los Angeles County
   Chief Administrative Office
   Real Estate Division

5. Name of Proposal, if Applicable -

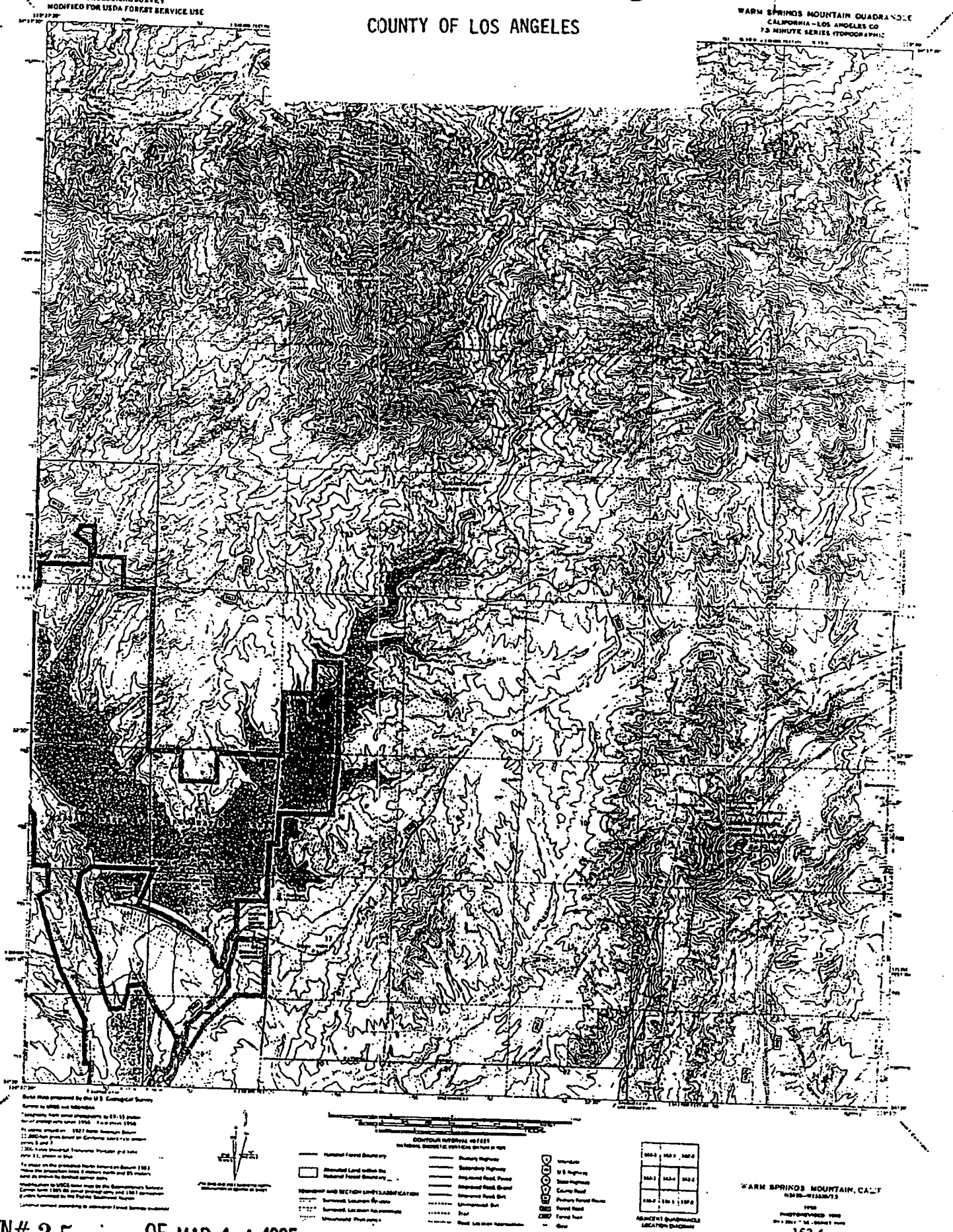
6. Address of Facility Involved – 38200 North Lake Hughes Road
   Castaic, CA

Interested parties may obtain a copy of the Negative Declaration and the completed Environmental Information Form/Initial Study by contacting the Real Property Agent indicated under 2 above and referring to the proposal by name or to the facility by address.

Si necesita informacion en espanol, por favor de comunicarse con Carlos Marquez, para asistencia en obtener una traduccion para el numero (213) 974-4163.

WARM SPRINGS REHABILITATION CENTER

COUNTY OF LOS ANGELES



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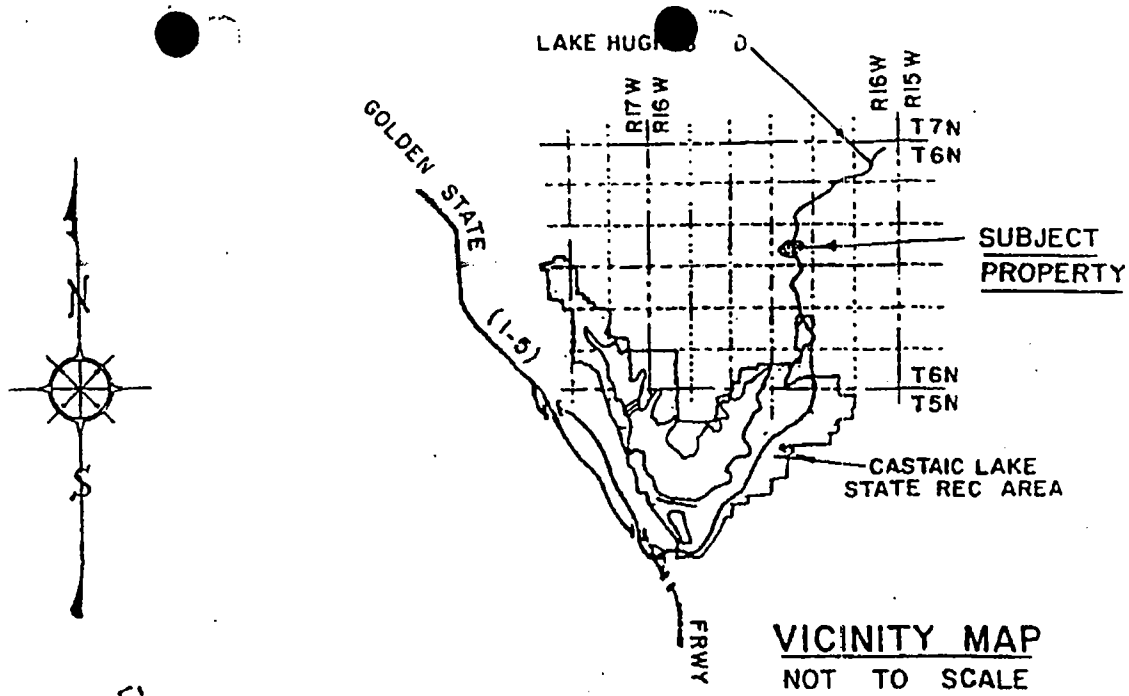
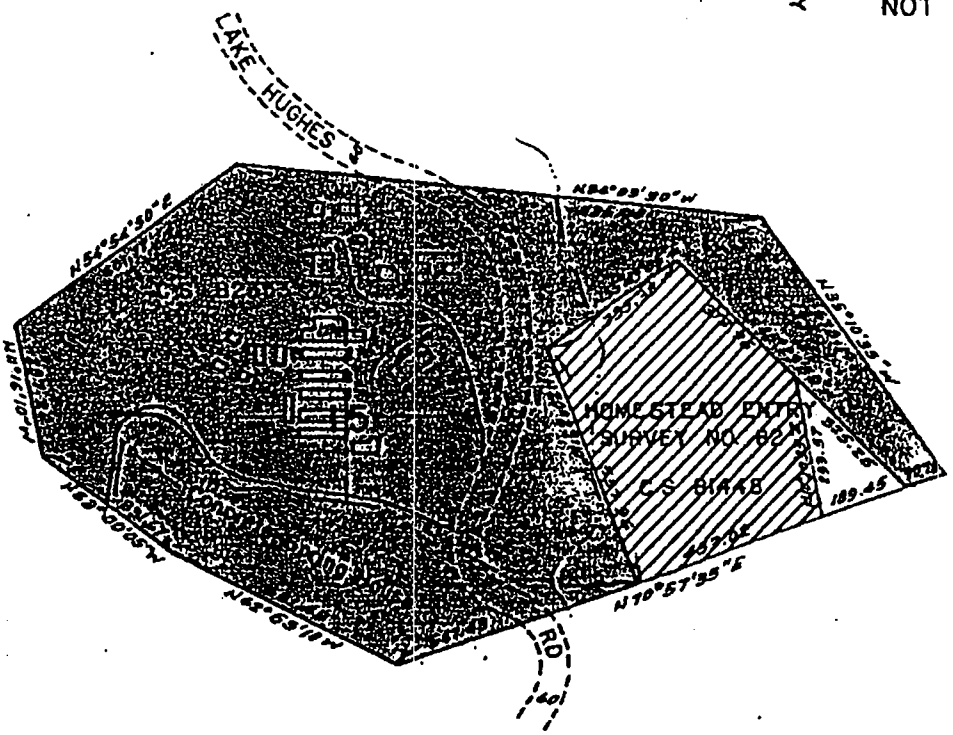


VICINITY MAP
NOT TO SCALE



SEC 15
T6N, R16W

SPECIAL USE PERMIT AREA, U.S. property (26·52±Acs.)

COUNTY PROPERTY (5·81±Acs.)

SYN# 25 OF MAR 14 1995

COUNTY OF LOS ANGELES — INTERNAL SERVICES DEPARTMENT

DATE 20NOV'92	A.M.B. 3243-028	SUP.DIS. 5th	SCALE 1"=400'	WARM SPRINGS BRANCH ANTELOPE VALLEY REHABILITATION CTR	JOB NO. A97000-97373
THO.GD. X	I. M. 77-B-2	RD. DIST.	BY EML		M KOHL

Authorization ID: **SCM101901A**
Contact ID: **LOS ANGELES, COUNTY OF**
Expiration Date: **03/01/2025**
Use Code: **363**

FS-2700-5 (11/99)
OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
Forest Service
TERM SPECIAL USE PERMIT
AUTHORITY:
OCCUPANCY PERMITS, AS AMENDED March 4, 1915, PERMITS FOR PUBLIC BLDG AND OTHER PUBLIC WORKS September 3, 1954

Permission is hereby granted to **COUNTY OF LOS ANGELES, DEPT OF HEALTH SERVICES, ATTN: TOM SHEPOS, of 222 SOUTH HILL STREET, 4TH FLOOR, , LOS ANGELES, CA 90012,** hereinafter called the holder, to use subject to the conditions set out below, the following described lands or improvements for the period of 20 years from the date thereof:

This permit covers approximately **34.25** acres within Sec. **15, T. 6 N., R. 16 W., SAN BERNARDINO PRINCIPAL MERIDIAN**, and is issued for the purpose of: **Maintaining and operating buildings and appurtenances for a rehabilitation center including a secondary sewage treatment plant.**

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

2. In consideration for this use, the holder shall pay to the Forest Service, U.S. Department of Agriculture, the sum of N/A Dollars for the period from N/A to N/A and thereafter annually on **January 1, Four Thousand One Hundred ten** Dollars **$4,110.00.**

Provided however, that the charges for this use shall be readjusted as of, and effective on, the beginning of each 5 year period from the due date of the first annual payment in order to place the charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions 1 to 26 attached hereto and made a part of this permit.

COUNTY OF LOS ANGELES, **MAYOR** DATE

SIGNATURE AUTHORIZED OFFICER JODY NOIRON, Forest Supervisor DATE

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR., County Counsel

By _____
Deputy

4. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout 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 holder 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 holder at no stumpage cost to the holder. 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.

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

6. This permit is subject to all valid claims.

7. The holder, 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 or operations covered by this permit.

8. The holder shall take all reasonable precaution 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/her authorized agent.

9. The holder shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the holder, or by any agents or employees of the holder acting within the scope of their agency or employment.

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

11. 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.

12. Except as provided in Clause 16 below, upon abandonment, termination, revocation, or cancellation of this permit, the holder 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 holder 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 holder of liability for the cost of their removal and the restoration of the site.

13. This permit is not transferable. If the holder 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 other than those owned by the United States 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 holder, 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 will be authorized by a permit to him, which may be for the unexpired term of this permit or for such new period as the circumstances justify.

14. The holder may sublease the use of land and improvements covered under this permit and the operation of concessions and facilities authorized; Provided the express written permission of the Forest Supervisor has been secured. The holder 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 revoked upon breach of any of the conditions herein.

16. If during the term of this permit or any extension thereof, the Secretary of Agriculture or any official of the Forest Service acting by or under his authority shall determine that the public interest requires termination of this permit, this permit shall terminate upon thirty days' written notice to the holder of such determination, and the United States shall have the right thereupon to purchase the holder's improvements, to remove them, or to require the holder to remove them, at the option of the United States, and the United States shall be obligated to pay an equitable consideration for the improvements or for removal of the improvements and damages to the improvements resulting from their removal. The amount of the consideration shall be fixed by mutual agreement between the United States and the holder and shall be accepted by the holder in full satisfaction of all claims against the United States under this clause: Provided, That if mutual agreement is not reached, the Forest Service shall determine the amount and if the holder is dissatisfied with the amount thus determined to be due him he may appeal the determination in accordance with the Appeal Regulation **(36 C.F.R. 251 Subpart C)** and the amount as determined on appeal shall be final and conclusive on the parties hereto; provided further, that upon the payment to the holder of 75% of the amount fixed by the Forest Service, the right of the United States to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

~~17. The holder agrees that the amount which the United States shall be required to pay for improvements in accordance with Clause 16 shall in no event exceed $_____, and that this instrument may be introduced in any judicial proceedings for the acquisition of such improvements by the United States as the stipulation of the holder and the United States with regard to the maximum amount which the United States shall be required to pay for the asking thereof.~~

18. In case of change of address the holder shall immediately notify the Forest Supervisor.

19. Nonexclusive Use and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

20. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

21. Liability. For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not 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; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

D. In the event of any breach of the conditions of this authorization by the holder, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

22. Late Payment Interest, Administrative Costs and Penalties: 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 the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to it's original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq*. Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, *et seq*.)

23. Nonpayment: Failure of the holder to make the annual payment, penalty, interest, or any other charges when due shall be grounds for termination of this authorization. However, no permit will be terminated for nonpayment of any monies owed the United States unless payment of such monies is more than 90 days in arrears.

24. 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 provisions thereof, the preceding clauses will control.

25. 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.

26. Nondiscrimination

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), 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.

According to the Paperwork Reduction Act of 1995, no persons are 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.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, GrangerThye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archaeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

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.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.