

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 12th day of **November** 2013 an order was duly made and entered as follows:

Parks/Tecopa Hot
Springs BLM Lease

Moved by Supervisor Tillemans and seconded by Supervisor Griffiths to approve the Lease between the County of Inyo and the United States Department of the Interior Bureau of Land Management for the Tecopa Hot Springs, Campground, and Sewer Lagoon, for a 20 year term, at the rate of \$80 per year, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 12th

Day of November 2013



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By:

Patricia Gunsolley
Patricia Gunsolley, Assistant

Routing

CC _____
Purchasing _____
Personnel _____
Auditor _____
CAO _____
Other Parks _____

DATE: November 26, 2013



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

- ☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Parks & Recreation

FOR THE BOARD MEETING OF: November 12, 2013

SUBJECT: Lease between the County of Inyo and the United States Department of the Interior Bureau of Land Management for the Tecopa Hot Springs, Campground, and Sewer Lagoon – Tecopa, CA

DEPARTMENTAL RECOMMENDATION:

Recommend that your Board authorize the Chairperson to sign the lease between Inyo County and the United States Department of the Interior Bureau of Land Management for the Tecopa Hot Springs, Campground, and Sewer Lagoon. The term of the lease is for twenty (20) years, at a rate of \$80.00 per year, contingent upon Board approval of future budgets.

SUMMARY DISCUSSION:

Inyo County Parks & Recreation currently leases the Tecopa Hot Springs, Campground and Sewer Lagoon property consisting of 40 acres from the BLM at an annual rental rate of \$80.00. The current lease expired December 31, 2012. The new lease term will be for 20 years from approval with the same conditions and property rental rate.

ALTERNATIVES:

Your Board could choose not to renew the lease; however, Parks & Recreation recommends continuing operation of the Hot Springs, Campground and Sewer Lagoon.


OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

This lease payment is funded from the Parks & Recreation budget 076900, Object Code 5291, Rental/Lease of Sites.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/30/2013</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)



Date: 11/6/13

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

CALA0165129

RECREATION OR PUBLIC PURPOSES LEASE

Act of June 14, 1926, as amended (43 U.S.C. 869 *et. seq.*)

This lease entered into on this _____ day of _____, 20¹³, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and

County of Inyo

County Parks

163 May Street

Bishop, CA 94514

called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, hereinafter

WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following-described lands:

SBBM, Inyo County, California
Township 21 North, Range 7 East
Section 33: SE1/4 SW1/4

and Exhibit A and A-1

containing 40 acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of 20 years, the rental to be \$ 80.00 per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for

a campground, community center, public bath houses and related facilities. In addition the plan of operations for this park includes continued upkeep and maintenance of a bathing facility, community center, playground, entrance roads, parking lots, numerous outbuildings and electrical hookups, as well as water piping for the park and at least one active sewage settling pond. The approved plan of development dated August 2008 for this park includes a variety of upgrades to be added including remodeling of the existing bathhouses and replacement of four existing restrooms, installation of additional lighting, picnic tables/fire rings, and additional campsites designed specifically for recreation vehicles.

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by

(a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;

(b) Federal agents and game wardens upon the leased area on official business;

(c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

(a) To improve and manage the leased area in accordance with the plan of development and management designated as

Tecopa Hot Springs Park Capital
Improvement Plan dated August 2008

and approved by an authorized officer on or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

(b) To pay the lessor the annual rental above set forth in advance during the continuance of this lease.

(c) Not to allow the use of the lands for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms: not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (including, without limitation, lessees, sub-lessees, and permittees), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) Not to assign this lease or to change the use of the land without first receiving the consent of the authorized officer of the Bureau of Land Management.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee had failed to comply with the terms of the lease; or has failed to use the leased lands for the purposes specified in this lease for a period of 20 consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plans referred to in subsection 4(a).

(f) That upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee, shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of and equipment on the property as may be made by an authorized officer.

(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.

Sec. 5. *Equal Opportunity Clause.* Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 6. *Equal Access Clause.* Lessee shall comply with all provisions of the American Disabilities Act of July 26, 1990 the Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973, as amended. These Acts require that programs and public facilities constructed or renovated be accessible to and usable by persons with disabilities.

Sec. 7. The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

Sec. 8. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

Exhibit B

and which are made a part hereof.

Sec. 9. No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise there from, and the provisions of Title 18 U.S.C. Sections 431—433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

FOR EXECUTION BY LESSEE

IN WITNESS WHEREOF:

Linda Arcularius

(Signature of Lessee's Authorized Officer)

Patricia Gusselley, Assist. Clerk

(Signature of Witness)

11-26-13

(Date)

THE UNITED STATES OF AMERICA

By _____

(Authorized Officer)

(Title)

(Date)

This form does not constitute an information collection as defined by 44 U.S.C. 3502 and therefore does not require OMB approval.

County of Inyo Tecopa Hotsprings, Campground and Sewer Lagoon

R7E

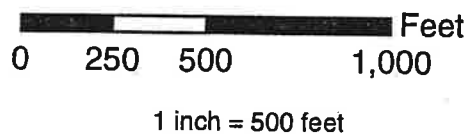
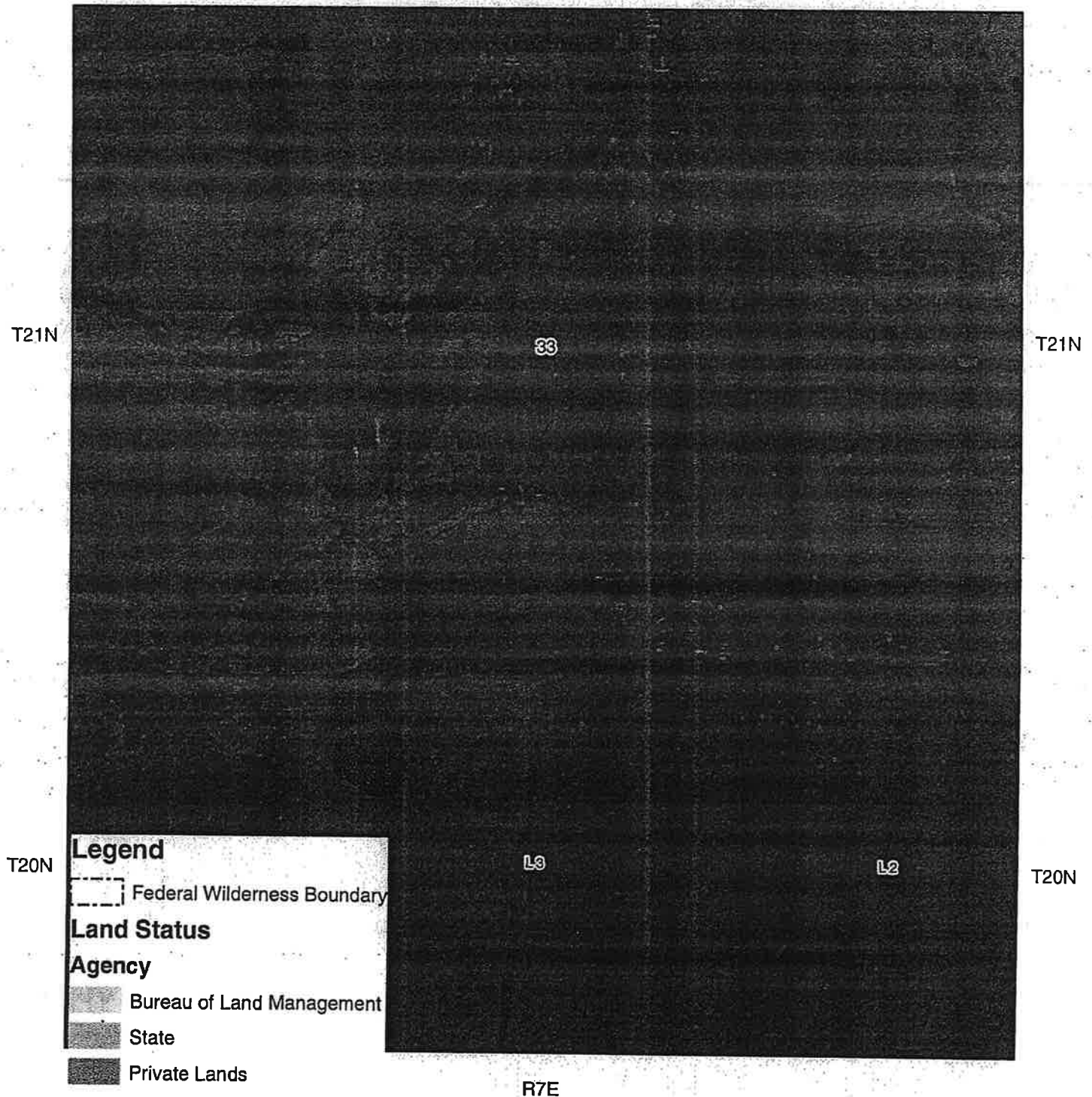


Exhibit A
CALA-0165129
Tecopa Hotsprings, Campground,
Sewer Lagoon
November 2012

EXHIBIT B

Tecopa Hot Spring Lease
CALA-0165129
November, 2012

1. The BLM Authorized Officer for the administration of this grant is the Field Manager, Barstow Field Office, 2601 Barstow Road, Barstow, CA, Phone (760) 252-6000.
2. The Lessee shall designate a field contact representative (FCR) who will be responsible for overseeing compliance with protective stipulations for mitigation of impacts to threatened and endangered species and for coordination and compliance with BLM. The FCR shall have the authority to halt activities that are in violation of the stipulations. The FCR shall have a copy of all stipulations when work is conducted on the site.
3. The lessee shall comply with applicable Federal and state laws and regulations issued thereunder, existing or hereafter enacted or promulgated, affecting any manner construction operation, maintenance or termination of the lease.
4. The lessee shall submit a plan of development that describes in detail the construction, operation, maintenance, and termination of the lease and its associated improvements and/or facilities. The plan shall include drawings in sufficient detail to enable a complete evaluation of all proposed structures, facilities, and landscaping to ensure compliance with the requirements of the lease and to ensure visual compatibility with the site. These drawings shall be construction documents and must show dimensions, materials, finishes, etc. to demonstrate compliance with all requirements. An approved plan shall be made part of the lease.
5. The lessee shall construct, operate, and maintain facilities, improvements, and structures within the leased premises in strict conformity with the approved plan of development dated May 20, 2008 and plot site drawing dated May 2008 (Exhibit A-1). Site drawing attached as Exhibit C. Any relocation shall not be initiated without the prior written approval of the authorized officer. A copy of the complete lease, including all stipulations, site drawings and approved plan of development, shall be made available to the authorized officer on construction, operation and termination. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.
6. Use of heavy equipment on road berms: All vehicle traffic in the vicinity of any ponds occurring on the subject parcel shall be restricted to existing road berms. Appropriate Federal, state, and county laws and regulations for vehicle operation on road berms apply.
7. The lessee shall be responsible for maintaining the integrity of dikes and ponds in compliance with waste discharge requirements issued by Lahontan Regional Water Quality Control Board. Plants and weeds shall be removed; rodent infestation shall be controlled to prevent weakening of dikes due to rodent tunneling and root growth. A biologist authorized by BLM shall conduct a site evaluation prior to any weed/rodent control measure.
8. Upon completion of construction activities, project related surface disturbance shall be reclaimed in conformance with the surrounding contour of the land.

9. If any phase of the construction, operation, or termination of this project any oil, diesel fuel, or any other pollutant should be discharged from containers or vehicles onto Federal lands, the control and total removal, disposal, and cleanup of such oil or other pollutant, wherever found, shall be the responsibility of the Lessee, regardless of fault. Upon failure of Lessee to control, cleanup, or dispose of such discharge on or affecting Federal lands, or to repair all damages to Federal lands resulting therefrom, the authorized officer may take such measures as they deem necessary to control and cleanup the discharge and restore the area, including, where appropriate, the aquatic environment and fish and wildlife habitats, at the full expense to the lessee. Such action by the authorized officer shall not relieve the lessee of any liability or responsibility.
10. The lessee shall comply with the applicable Federal and state laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this lease. The lessee shall obtain approval from the authorized officer of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc., to be controlled; the method of application; the location for storage and disposal of the containers; and other information that the authorized officer may require. The plan should be submitted no later than December 1 for proposed activities for the following fiscal year. Emergency use of pesticides may occur. The use of substances on or near the lease areas shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this lease.
11. The lessee shall consult with the authorized officer prior to conducting any form of stream bed alteration, major sewage pond maintenance, or substantial area landscaping. Coordination with other involved regulatory agencies can then be initiated by the BLM.
12. The BLM reserves the right of access to the lands for purposes of removing Saltcedar, Athel, and other nonnative plants occurring on the lease parcel during the lease term. State and Federal herbicide application procedures shall be adhered to in treating undesired plants. BLM will provide a minimum 14-day advance notification to the lessee and arrange a field visit prior to any plant removal activities to ensure that authorized hot springs lease facilities and activities are not adversely affected. The lessee shall not plant additional nonnative vegetation on the leased land.
13. The lessee shall harden the two known water discharge points located on the western edge of the parcel, using rock in a rip-rap pattern designed to minimize soil erosion and channel cutting.
14. The lessee shall provide spaces to display BLM generated interpretive material on the Bathhouse Bulletin Board and at the Community Center. BLM will also provide the lessee with an opportunity to display the Watchable Wildlife Binoculars sign at both sites, which may facilitate public awareness of wildlife viewing opportunities present in the vicinity.
15. The BLM reserves a right of access to the leased lands for purposes of conducting a water monitoring program, which will analyze the amount of water delivered to the Grimshaw Basin via the two delivery pipes occurring on the property. This program will also assess the quality of water discharged at these points annually. Collected and analyzed information will be available at the BLM, Barstow Field Office.

16. The lessee is encouraged to replace removed nonnative vegetation with native plants. Throughout the term of the lease, the lessee shall endeavor to landscape the subject property with native plant species such as Quailbush (*Atriplex lentiformis*), or other plants native to the immediate area, in consultation with the BLM.
17. All trash and food items shall be contained in raven and coyote proof containers and removed on a regular basis.
18. The lessee will immediately bring to the attention of the Barstow Field Manager (or the designated representative) any cultural resources (prehistoric/historic sites or objects) and/or paleontological resources (fossils) encountered during permitted operations and maintain the integrity of such resources pending subsequent investigation.
19. Inadvertent Discovery of Human Remains

Upon discovery of human remains in California, all work in the area must cease immediately, nothing disturbed and the area is to be secured. The County Coroner's Office of the county where the remains were located must be called. The Coroner has two working days to examine the remains after notification. The appropriate land manager/owner or the site shall also be called and informed of the discovery.

If the remains are located on federal lands, federal land managers/federal law enforcement/federal archaeologist are to be informed as well because of complementary jurisdiction issues. It is very important that the suspected remains and the area around them remain undisturbed and the proper authorities called to the scene as soon as possible as it could be a crime scene.

The Coroner will determine if the bones are historic/archaeological or a modern legal case.

Modern Remains

If the Coroner's Office determines the remains are of modern origin, the appropriate law enforcement officials will be called by the Coroner and conduct the required procedures. Work will not resume until law enforcement has released the area.

Archaeological Remains

If the remains are determined to be archaeological in origin and there is no legal question, the protocol changes depending on whether the discovery site is located on federally or non-federally owned/managed lands.

Remains discovered on federally owned/managed lands

After the Coroner has determined the remains are archaeological or historic and there is no legal question, the appropriate Field Office Archaeologist must be called. The archaeologist will initiate the proper procedures under ARPA and/or NAGPRA. If the remains can be determined to be Native American, the steps as outlined in NAGPRA, 43 CFR 10.6 *Inadvertent discoveries*, must be followed.

20. The County shall have the perforated pipeline in place and operation al before dewatering of the sewage lagoon takes place. This term and condition ensures that the loss of bulrush marsh habitat that may occur during dewatering stage of the project does not reach a level where take occurs. The County shall notify Fish and Wildlife Service (Service) and BLM one week before construction starts the anticipated timeline for pipeline installation and the subsequent commencement of construction activities.
21. The County shall monitor the perforated pipeline, in perpetuity, monthly and perform necessary repair or maintenance immediately to maintain a water flow of 3 gpm.
22. The County shall monitor the bulrush marsh weekly during project construction and reports any changes in size or extent. The County shall develop a baseline for the current extent of the bulrush marsh using GPS prior to dewatering of the sewage lagoon. Any subsequent changes in the bulrush marsh shall be noted and incorporated into GIS layers. The Count shall provide the Service and BLM with these GIS layers and/or maps every month during project construction. Upon completion of the project construction, the County shall monitor the bulrush marsh monthly for 1 year following the completion of project construction. Following completion of the first year monitoring period, the County shall provide GIS layers or maps quarterly to the Service and BLM.
23. The County shall ensure that the noise level at the bulrush marsh does not exceed 90 dB. If the noise level exceeds 90 dB, then noise barriers shall be erected around the equipment or the equipment shall be moved to a location to reduce the level of noise below 90 dB.
24. The County shall contact the Service and BLM immediately if it becomes aware that any Amargosa vole has been killed or injured by project activities. At that time, the BLM and the Service must review the circumstances surrounding the incident to determine whether the protective measures proposed by the BLM (and described in the Biological Opinion for the Tecopa Hot Springs Sewage Lagoon repair project, Inyo County, California ((3031) P CA-680.33)(8-8-10-F-41) are effective and being properly implemented or whether additional protective measures are required. Project activities may continue pending the outcome of the review, provided that the Bureau's proposed protective measures and any appropriate terms and conditions of this biological opinion have been and continue to be fully implemented.
25. The BLM must re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action if monitoring shows more than a 10 percent decline in bulrush habitat.
26. Upon completion of the construction phase of the project, the County shall provide a report to the Service and BLM that details the amount and type of take, location and acreage of critical habitat disturbance, all GPS documentation, effectiveness and practicality of terms and conditions, and recommendations for improving terms and conditions. After construction, the County shall provide a quarterly report to the BLM and the Service, which documents monitoring efforts from the previous quarter.
27. During the first five years of operation after construction is completed, the County shall provide annual reports to the BLM, due December 30 of each year, documenting the implementation of the Non-Native Weed Species Plan.

28. Any hazardous material spills within or immediately adjacent to critical habitat will be reported in writing to the Ventura Fish and Wildlife Office within 3 days of the spill.

29. Within 3 days of locating an Amargosa vole that may have been killed or injured as a result of activities undertaken as part of the Tecopa Hot Springs Sewage lagoon Repair Project, you must notify the Ventura Fish and Wildlife Office by telephone ((805) 644-1766) and by facsimile photograph, cause of death, if known, and any other pertinent information.

If an Amargosa vole is injured, the County shall contact the Service regarding its treatment. Care

TECOPA HOT SPRINGSPARK CAPITAL IMPROVEMENT PLAN

UPDATED AUGUST 2008

EXHIBIT C

PROJECT DETAILS AND ESTIMATED COSTS

ELECTRICAL PROJECTS	STATUS	ESTIMATED COSTS
East Side of Park 400 amp service Shop wiring (converted to camp store) Restroom rewire, Section A Poles and service distribution board <div style="text-align: right;">SUBTOTAL</div>	On-going Completed On-going Completed	<div style="text-align: right;">\$54,754</div>
Campground Northwest Section 6-50 amp pedestals 200 amp distribution panel <div style="text-align: right;">SUBTOTAL</div>	Completed Completed	<div style="text-align: right;">\$15,927</div>
Campsite Pedestals 104 sites (increased to 50 amp each) <div style="text-align: right;">SUBTOTAL</div>	On-going On-going	<div style="text-align: right;">\$32,448</div>
TOTAL ELECTRICAL PROJECT		\$103,129

PROJECT DETAILS and ESTIMATED COSTS (con't)

REMODEL BATHHOUSES	STATUS	ESTIMATED COSTS
MENS		\$61,395
WOMENS		\$71,000
Remove roof structures New trusses/roofing Interior Electrical Remodel showers/bathrooms Asbestos abatement	All projects on-going	
TOTAL		\$133,395

PROJECT DETAILS and ESTIMATED COSTS (con')

RESTROOMS	UNIT COSTS	ESTIMATED COSTS	PROJECT STATUS
3-Modular Restrooms w site prep	\$32,365	\$103,095	Project on hold pending reevaluation of project
1-Modular Restroom w/shower includes site prep (Section D)	\$51,000	\$51,000	Project on hold pending reevaluation of project
TOTAL			\$154,095

PROJECT DETAILS and ESTIMATED COSTS (con't)

GENERAL IMPROVEMENTS TO CAMPGROUND	ESTIMATED COSTS	PROJECT STATUS
20 Sites to accommodate pull-through RV's and RV's w/ slide outs Section A	\$18,500	On-going
Additional picnics tables	\$12,900	On-going
Fire rings/barbecues	\$ 1,400	On-going
Campground pit run	\$4,800	Completed
Additional street lights	\$3,600	Completed
Playground Equipment Construction	\$15,000 Project increased to \$35,000	Completed
SUBTOTAL	\$76,200	
GRAND TOTAL ALL PROJECTS		\$466,819

PROPOSED PROJECT IMPROVEMENT TIMELINE

YEAR	PROJECT	ESTIMATED COSTS	AVAILABLE REVENUE	REMAINING REVENUE BALANCE
1 & 2	East Side Electrical	\$54,754	0	0
	Playground Equipment Construction	\$35,000	\$35,000	0
	1-Modular RR w/shower, Section D	\$51,000	0	0
	SUBTOTAL	\$140,754	\$35,000	0
3&4	Bathhouses Remodel	\$133,395	0	0
	SUBTOTAL	\$133,395	0	0
5	1-Modular RR	\$ 34,365	0	0
	Electrical N.W. Section	\$ 15,927	0	0
	SUBTOTAL	\$50,292	0	0