



INYO COUNTY BOARD OF SUPERVISORS

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ACTING COUNTY ADMINISTRATIVE OFFICER

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ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 21, 2025

Reference ID:
2025-710

Concession Agreement for Operation and Maintenance of the Tecopa Hot Springs Campground and Pools

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Deputy County
Administrator

ITEM PRESENTED BY

Meaghan McCamman, Deputy County
Administrator

RECOMMENDED ACTION:

Approve the concessionaire's agreement between the County of Inyo and Flippin Happy Campers & Lance Hamrick LLC of Las Vegas, NV for the operation and maintenance of the Tecopa Hot Springs Campground & Pools in Tecopa, CA for the period of October 21, 2025 through June 30, 2035, with two options to extend through June 30, 2045, and authorize the Chairperson to sign the agreement presented at this agenda item or one with substantially the same terms, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County leases 40-acres of land from the Federal Bureau of Land Management (BLM) in Tecopa, California, on which there are several improvements, including approximately 250 dry campsites (some with electrical hookups); four (4) restroom facilities; two (2) bathhouses with showers, a community center; a 2-acre sewage evaporation treatment pond, and an R.V. dump station.

Since 2004, the Tecopa Hot Springs Campground and Pools facility has been operated under a Concession Agreement by private businesses. This public-private partnership model has allowed for consistent service delivery and regular staffing, maintenance, and upkeep of the facility, and results in significantly more staffing than the unhosted campground model used by the County at County-run campground facilities. The most recent Concessionaire left the facility in June 2025, prompting a new Request for Proposals (RFP) process to identify the next operator.

This will be the third Concessionaire to manage the facility. All three operators have been selected through an open and competitive RFP process, ensuring transparency and fairness.

The County issued an RFP for the operation of the campground and hot springs facility. Three proposals were received and reviewed by an objective evaluation panel. Each proposal was scored based on criteria including operational experience, financial terms, community benefit, and facility improvement plans.

The proposal submitted by Flippin Happy Campers and Lance Hamrick LLC received the highest score and was recommended for award. Under the proposed agreement, Flippin Happy Campers and Lance

Hamrick LLC will be responsible for the operation and maintenance of the campground, hot springs pools, camp store, and RV dump station. They will pay the County a concession fee structured as follows:

- Year 1 and 2: \$10,000 minimum fee or 5% of gross receipts, whichever is greater;
- Year 3 and 4: \$12,000 minimum fee or 6% of gross receipts, whichever is greater;
- Year 5 and beyond: \$15,000 minimum fee or 7% of gross receipts, whichever is greater.

All concession fees will be deposited into a County-managed trust account. These funds may be accessed by the Concessionaire for approved facility upgrades and infrastructure investments, at their discretion and in alignment with County guidelines.

The agreement includes several provisions to ensure continued community access:

- Free access to hot springs pools for local residents (ID required)
- Steep discounts for long-term resident visitors
- Special rates for tribal members

These measures are designed to preserve the facility's role as a community asset while enhancing its appeal to visitors.

FISCAL IMPACT:

Funding Source	Parks	Budget Unit	
Budgeted?	No	Object Code	
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
The County expects to spend approximately \$15,000 from the Parks budget to ready the facility for the new Concessionaire.
Future Fiscal Year Impacts
The concession agreement will generate a minimum of \$10,000 annually in the first two years, \$12,000 in the second two years, and \$15,000 in year 5 and thereafter, with increasing revenue potential based on gross receipts. The trust account mechanism ensures that these funds can be reinvested into the facility for long-term sustainability.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this Agreement, however, this is not recommended as that would require the County to elect one of the following options:

- 1) close the facility;
- 2) operate and maintain the facility with County staff, which has proven difficult and costly in the past;
- 3) direct staff to select another bidder who responded through the request for proposals process. This is not recommended, as the proposals were evaluated by a team of three objective evaluators and Flippin Happy Campers received the highest score.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Quality Parks and Recreation Amenities

APPROVALS:

Meaghan McCamman	Created/Initiated - 10/14/2025
Darcy Israel	Approved - 10/14/2025
Meaghan McCamman	Approved - 10/14/2025
Amy Shepherd	Approved - 10/15/2025
Keri Oney	Approved - 10/15/2025
John Vallejo	Approved - 10/15/2025
Denelle Carrington	Final Approval - 10/15/2025

ATTACHMENTS:

1. Tecopa Concession Agreement

**CONCESSION AGREEMENT BETWEEN COUNTY OF INYO
AND FLIPPIN HAPPY CAMPERS & LANCE HAMRICK, LLC
FOR THE OPERATION AND MAINTENANCE OF THE
TECOPA HOT SPRINGS PARK AND CAMPGROUND**

THIS AGREEMENT, made and entered into this 21st day of October, 2025 between the COUNTY OF INYO, a political subdivision of the State of California, hereinafter called "County", whose address is 224 N. Edwards Street, Independence, California, 93526, and Flippin Happy Campers & Lance Hamrick, LLC, hereinafter called "Concessionaire", whose corporate address is XXXXX and whose mailing address is XXXXX. The County Administrator or his/her designee shall act on behalf of the County for purposes of this agreement.

WITNESSETH:

WHEREAS, County leases from the Bureau of Land Management (BLM) certain property, more commonly referred to as Tecopa Hot Springs Park and Campground, and mineral water bathhouses for the use of and enjoyment of the public; and

WHEREAS, County desires to grant to Concessionaire the right to operate thereon a campground, bathhouses and camp retail store for the benefit and enjoyment of the users of said recreational facility, and County warrants that it has the rights and ability to grant these rights; and

WHEREAS, Concessionaire is desirous of operating such operation within said recreational facility;

NOW, THEREFORE, the parties hereto do hereby agree one with the other as follows:

FOR AND IN CONSIDERATION of the mutual terms, covenants and conditions herein, County grants to Concessionaire the exclusive right during the term of this agreement to enter onto and operate a campground and bathhouses (hereinafter referred to as "Campground") at Tecopa Hot Springs Park and Campground upon the terms and conditions more fully hereinafter set forth.

1. AGREEMENT SUBJECT TO MASTER LEASE AND COUNTY'S EXISTING AND ONGOING USE.

1.1 Concessionaire agrees that notwithstanding any other provision of this Agreement, this Agreement is subject to the terms and conditions of any existing lease, contract, encumbrance, or any such document, right, or interest which may hereafter be exchanged or substituted therefor, affecting the County's rights to the premises. In no event shall Concessionaire seek, have or claim any right of possession or occupation of the premises at variance with the terms thereof or beyond the period of County's right thereto and, notwithstanding any other provision of this Agreement, the term of this Agreement shall automatically terminate without prior notice to concessionaire twenty-four (24) hours prior to the expiration or termination of any such underlying lease or contract. Nothing herein shall obligate County to renew any such underlying lease, contract, encumbrance or easement.

1.2 The County currently leases the Tecopa Hot Springs Park Campground from the United States Department of the Interior, Bureau of Land Management (the Master Lease), the terms of this Agreement are subordinate to that lease as set out in the foregoing paragraph, and the Master Lease between the County and BLM for the Tecopa Hot Springs Park Campground terminates on December 31, 2033.

1.3 Should any successor Master Lease between the County and BLM materially change the County's obligations, the Parties agree to meet and confer regarding possible modifications to this agreement relative to material impacts to the County resulting from the new Master Lease. Nothing herein shall obligate BLM to renew any such master lease, contract or successor document.

1.4 The County will continue to occupy and operate the on-site Community Center, Library facilities, playground, and sewage treatment lagoon as depicted on the attached site plan (Exhibit D).

1.5 The Concessionaire will operate a campground on the area depicted on the attached site plan (Exhibit D) hereinafter referred to as the "Campground Premises."

2. EQUIPMENT.

Concessionaire agrees, in its own name, to provide all equipment, insurance, licenses, permits, supplies of all kinds and nature, and to require County to furnish nothing whatsoever in the course of its operation of such campground.

3. TERM & TERMINATION.

The Term shall commence upon the County delivering possession of the

Campground Premises to the Concessionaire, or October 21, 2025, whichever is sooner. This date shall hereinafter be referred to as the "Commencement Date." This agreement shall cease and terminate for all purposes on June 30, 2035, unless an option is exercised as set forth below, at which time the new dates for said term shall take effect on the terms and conditions herein provided.

- 3.1 Subject to the terms of the Master Lease which is currently set to expire on or before December 31, 2033, this Agreement shall be for a period of approximately ten (10) years from the Commencement Date, subject to two (2) options in favor of Concessionaire to renew said agreement for five years each on the same terms and conditions as in the initial term, subject to section 4.2 below. At the end of the applicable term, this lease shall convert to a month-to-month holdover lease until thereafter terminated upon written notice by either party.
- 3.2 Notwithstanding the above initial term, there shall be a ninety (90) day probationary term commencing on the Commencement Date. At any time during the probationary term, either party may terminate this Agreement without cause upon 30 days written notice.

3.2 Exercise of Renewal Options. The two options shall be for separate and successive five (5) year periods. A written notification of the exercise of an option must be received by the County no less than six (6) months prior to the expiration of the initial concession term or successive option period, sent by certified mail to the address hereinafter provided, with a copy sent via email. Failure to exercise any option in the manner provided above by making a written request of County will nullify that and successive options herein granted. Options may be exercised provided:

3.2.1 Neither Concessionaire nor County has terminated this Agreement, or any extension thereof, for any reason.

3.2.2 Concessionaire is not in default under any term or condition of this Agreement, or any extension thereof.

3.3 TERMINATION

3.3.1 County Right To Termination

This agreement may be terminated by the County hereto without cause upon giving ninety (90) day notice in writing to Concessionaire of its intention to terminate this agreement. In the event of such termination without cause, payment of the Minimum Operating Fee shall be prorated, reduced by the number of full months remaining in the calendar year accordingly, and the payment of gross receipts for that calendar year is

waived. If Concessionaire is in noncompliance with any portion of this agreement, the County may terminate this agreement for non-compliance after thirty (30) day written notice if 30 days after written notice has been given to Concessionaire of the noncompliance said noncompliance has not been cured, or, if the noncompliance cannot reasonably be cured within 30 days, and Concessionaire fails to commence to cure the noncompliance within the 30-day period and does not diligently and in good faith continue to cure the default. Upon any such termination for cause, Concessionaire shall be responsible for the entire Concession Fee applicable to the calendar year in which the termination becomes effective.

3.3.2 Concessionaire Right To Termination

Concessionaire may terminate this agreement, without cause, upon written notice served no later than February 28 of any year during the term of this Agreement, effective the immediately following May 31st.

4. CONCESSION FEE

4.1 The Concession Fee during years one and two this ten (10) year lease shall be \$10,000 per year or 5% of gross receipts, whichever is greater. The Concession Fee during years three and four of this lease shall be \$12,500 per year or 6% of gross receipts, whichever is greater. The Concession Fee during year five and all subsequent years will be \$15,000 per year or 7% of gross receipts, whichever is greater.

4.2 Payment to County. Commencing December 31, 2025, Concessionaire shall make payment to County, on or before December 31 each year, for a lump sum payment of the Minimum Operating Fee for the next calendar year. Commencing on December 31, 2026, Concessionaire shall also make payment to the County, on or before December 31 of each year, of the complete Concession Fee owed for the preceding calendar year. The Fee shall be sent to:

County of Inyo
Parks and Recreation
PO Drawer Q
Independence, CA 93526

4.3 Late Fee. Concessionaire acknowledges late payment by Concessionaire to the County of the annual fee will cause County to incur costs not contemplated by the Agreement. Such costs include, without limitation, possessory and accounting charges. Therefore, if payments are not received by County when due, Concessionaire shall pay to County an additional sum of 5% of the overdue payment as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that the County will incur by reason of late payment by Concessionaire. Acceptance of any late charge does not constitute a waiver of Concessionaire's default with respect to the overdue amount or prevent County from exercising any of the other rights and remedies available to County.

5. ACCOUNTING/AUDITING.

5.1 Concessionaire agrees to maintain accounting records, according to accounting procedures acceptable to County, for the operation of the Concession. Said records shall include accounting for all income from camping fees, pool use, RV holding tank dumping, and all income from any other source of revenue, including retail, and all expenditures relating to the improvements referred to herein. Accounting for expenditures for improvements shall be kept separate and distinct from accounting for expenditures for operations and maintenance. Said records shall be available to County for inspection at all times. Concessionaire shall make available for auditing purposes its accounting records, relating to this agreement, to County's Auditor/auditing firm who may be auditing for the County, and the Grand Jury.

Concessionaire shall submit to County, no later than June 30th each year, financial statements, including a balance sheet and income statement for the calendar year ended the prior December 31st. These financial statements may be subject to audit by a CPA firm, at Concessionaire's expense, upon request by the County.

6. PURPOSES; DAYS AND HOURS: OPERATION.

6.1 The premises shall be used by Concessionaire only for the purpose of operating a campground, store, and public bathhouses.

6.2 Concessionaire shall operate and maintain the campground in accordance with the provision of Exhibit B hereto; the "'Request for Proposal' for Concessionaire for operation of the Tecopa Hot Springs Campground, Tecopa, California, dated June 30, 2025, and Concessionaire's proposal in response to that Request for Proposal.

6.3 Concessionaire shall, without cost to the County, continuously operate the campground for the purposes specified in the Agreement. If the buildings or equipment used for the campground are damaged or destroyed and this Agreement remains in full force and effect, Concessionaire shall continue to operate the campground to the extent reasonably practical from the standpoint of good business judgment during any period of reconstruction. Concessionaire shall employ its best efforts to operate the business conducted on the premises in a manner that will produce the maximum volume of gross sales.

6.4 Concessionaire may utilize the County-operated Community Center for community events open to the public with written permission of Inyo County.

6.5 Concessionaire agrees to operate said concession in accordance with all applicable Inyo County ordinances and the laws of the State of California, and the rules and regulations adopted thereunder, governing such establishments. Concessionaire shall inform the public utilizing the RV sewage dump facilities that they are prohibited from utilizing treatment chemicals in their waste disposal, shall prohibit the use of such chemicals, and shall ensure that the RV sewage dump facilities are not utilized beyond the designed capacity. Additionally, Concessionaire will maintain the bathhouses and restrooms located within the campground in a clean, sanitary condition and ensure that the facilities are well stocked at all times. Concessionaire shall operate the campground in a clean, safe, wholesome and sanitary condition, free of trash, garbage or obstructions of any kind, and in compliance with any and all present and future laws, rules or regulations of any governmental authority now, or at any time during the term of this Agreement, relating to public health, safety or welfare. No offensive or dangerous activity shall be carried on or permitted on the concession premises. No goods, merchandise or materials that are explosive or hazardous shall be sold, kept or stored on the premises.

6.6 The campground may be operated 24 hours a day.

6.7 Subject to the terms and conditions of this Agreement, County guarantees Contractor 24/7 operational access to the Campground Premises, and County shall not unreasonably interfere with Concessionaire's operations.

7. MAINTENANCE.

Concessionaire agrees to maintain the campground, buildings, including the rest room and shower building at the campground and related equipment as described in Exhibit B and shall, at its own expense, provide routine maintenance to the electrical and water systems (including wells and the water supply to the Community Center), plumbing, gas service, roofs, and sewer piping exiting buildings to the point of entry to the treatment pond. Concessionaire shall comply with all laws, rules and regulations applicable thereto, adopted by federal, state or other governmental bodies, or departments or officers thereof, including, without limitation, the obligation at Concessionaire's cost to alter, maintain or restore its facilities in compliance and conformity with all laws relating to the condition, use or occupancy of its facilities during the term of this agreement. This agreement is expressly subject to present and future regulations and policies of the County. Concessionaire shall remedy without delay any non-compliance and any defective or dangerous conditions.

8. SIGNS.

All promotional materials and signs to be placed at, distributed from, or in connection with the concession, must be submitted to County for prior approval and shall comply with the applicable provisions of the Inyo County Code.

9. UTILITIES/TAXES.

9.1 Utilities. Concessionaire agrees to pay the full cost of all electricity and gas used in conjunction with the operation of the campground and concession facilities. Concessionaire is further responsible for the installation of further needed utilities and the provision of services used in connection with the concession, to include electricity, gas, telephone, internet, garbage, sewer and water.

Concessionaire will immediately contact all utility providers and transfer utility billings to Concessionaire's name and billing address. Concessionaire shall not be responsible for any amounts owed prior to the effective date of this Agreement. Upon receipt of an invoice or similar statement from the utility, Concessionaire hereby agrees to pay said statement in a timely manner.

9.2 Taxes. Concessionaire acknowledges and understands that this agreement may create a possessory interest subject to property taxation and Concessionaire may be subject to the payment of property taxes levied on such interest. Concessionaire further acknowledges that Concessionaire is responsible for any and all taxes on improvements of fixtures on said premises. Concessionaire shall pay before delinquency all taxes, assessments, license fees and other charges that are levied upon the personal property and improvements owned by Concessionaire, if any, and used or located on the subject premises; and shall pay any other tax arising out of Concessionaire's operations upon the premises, including, but not limited to, any possessory interest tax.

9.2.1 Concessionaire acknowledges and understands that Point of sale is Inyo County for all products, materials, equipment and vehicles delivered to Concessionaire for use in association with the Concession whether for improvements, sales or other uses.

10. CONDITIONS OF PREMISES.

Concessionaire has inspected the campground and all buildings on the premises, and accepts these facilities in their present condition. County is not obligated to make any alterations, additions, improvements, or repairs to the concession facilities. Concessionaire agrees to return the campground and facilities to the County in the same or better condition as the campground and facilities were in when this agreement was signed.

11. ALTERATIONS AND IMPROVEMENTS AND COUNTY INFRASTRUCTURE INVESTMENT CONTRIBUTION

11.1 Concessionaire shall not make any improvements or alterations to the premises without County's written consent. Any approved improvements or alterations made shall remain on and be surrendered with the premises on expiration or termination of this agreement. County may elect, within 30 days after expiration of this Agreement, to require Concessionaire to remove any unapproved improvements and/or alterations that Concessionaire made to the premises.

11.2 Concessionaire shall apply for all required state and local permits prior to commencing any repairs, reconstruction, replacement, or installation. Concessionaire shall comply with any and all laws, rules, or regulations applicable to such activities undertaken pursuant to this Agreement, including, but not limited to, prevailing wage laws.

11.3 If Concessionaire makes any alterations to the premises as provided in this Section 11, Concessionaire shall provide the County at least 10 days' written notice prior to commencing any approved alterations, to allow the County to post and record a Notice of Non-Responsibility under California law.

11.4 No work performed by or caused to be performed by Concessionaire shall be deemed to unreasonably interfere with Concessionaire's operations.

11.5 County Infrastructure Investment Contribution. The County will make the amounts of Concession Fee received from Concessionaire available for certain infrastructure investments to improve and upgrade the facility, at the request of the Concessionaire. A list of projects eligible for County investment contribution is set forth on Exhibit A to this Agreement.

Such investments must align with the scope and priorities outlined in Exhibit A of this Agreement, must be undertaken in compliance with the terms and conditions of this Agreement, and must be completed to the satisfaction of the County.

11.7 Additional infrastructure investments may be requested by the Concessionaire. The County, in its sole discretion, may approve or disapprove any such infrastructure investments, and may agree to provide funding from the received Concession Fee toward approved infrastructure investments.

11.8 Notwithstanding anything to the contrary in this Agreement, County has the right to cause alterations and improvements to be made at the Campground Premises. The work required to complete any such alterations or improvements shall not unreasonably interfere with Concessionaire's operations authorized by this Agreement.

12. CONCESSIONAIRE'S PERSONNEL.

12.1 Concessionaire's employees engaged in operating the Campground shall be fully trained and qualified to perform the duties assigned to them.

12.2 Concessionaire shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives, and, upon objection by the County concerning the conduct, demeanor or appearance of any such person, Concessionaire shall immediately take all necessary steps to remedy the situation.

12.3 Concessionaire shall develop and maintain an Employee Injury and Illness Prevention Program that meets or exceeds all requirements as set forth by the California Health and Safety Code, CAC Title 8, as may be amended, or as otherwise required by law.

12.4 Notwithstanding the status of Concessionaire as being a private entity, Concessionaire shall comply with the provisions of Section 5164 of the Public Resources Code for all employees who supervise minors.

12.5 Concessionaire shall ensure that all employees meet the provisions of Section 5163 of the Public Resources Code relating to TB tests for all employees.

13. QUALITY OF SERVICE: RATES AND CHARGES.

Concessionaire shall maintain a high standard of service. The prices to be charged by Concessionaire shall be approved, in writing, by County prior to Concessionaire's charging such amounts. Such approval may apply to a range of potential rates, which, once approved may be implemented by Concessionaire at Concessionaire's discretion. Contractor will maintain resident and Tribal discount

programs and publish all discount windows on the facility website and at point of sale.

14. COUNTY INSPECTION AND MAINTENANCE.

County reserves the right of entry upon the campground premises at all reasonable times and the right to inspect the premises and the operation thereon, and if Concessionaire has been advised and requested, and refuses or neglects to do so, to do any and all work of any nature necessary for the immediate preservation, maintenance and operation of the campground and bathhouses and to charge Concessionaire of the cost thereof. Concessionaire shall be given reasonable notice when any such work may become necessary and will adjust operations in such a manner that the County may proceed expeditiously. County shall coordinate with Concessionaire in order to minimize the interruption to Concessionaire's activities.

15. INDEMNIFICATION.

15.1 To the fullest extent permitted by law, Concessionaire shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers from and against any and all liability, claims, damages, losses, judgments, expenses, and other costs, including litigation costs and reasonable attorney's fees, arising from all acts or omissions of Concessionaire or its officers, agents, or employees in rendering services under this Agreement; excluding, however, liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts. Concessionaire's obligation to defend, indemnify, and hold the County, its officers, employees, agents, and volunteers harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Concessionaire's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Concessionaire, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Concessionaire's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Concessionaire to procure and maintain insurance.

15.2 County shall have no responsibility to safeguard the equipment and property of Concessionaire, in Concessionaire's possession, or that of any of its invitees. County shall have no responsibility to safeguard or protect the Concessionaire or its employees, agents, officers, directors, or any of its invitees from bodily injury (including death) or personal injury.

15.3 In the event a claim is made against County, or County is named a co-defendant in any action, Concessionaire shall immediately notify County of such fact, and at County's option shall either retain legal counsel to represent County in such action at Concessionaire's sole expense, or reimburse County for County's litigation costs, expenses and attorney's fees in undertaking to represent itself.

15.4 In the event a claim is made against both County and Concessionaire for the joint and several liability of County and Concessionaire, the determination as to the apportionment of liability between County and Concessionaire shall be made by the judge in a court of competent jurisdiction. Concessionaire must give prompt notice to County in the event of any fire or accident involving personal injury or property damage at the concession facilities. Neither County nor Concessionaire shall request

that the apportionment of liability be determined by a jury. Notwithstanding the apportionment of liability between County and Concessionaire, Concessionaire shall nevertheless be responsible to indemnify, defend, protect and hold harmless County as fully set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of County, its officers, directors, agents or employees.

15.5 Concessionaire hereby waives all claims and recourse against County, including the right or contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases County from any liability relating to, or in any way connected to, Concessionaire's activities or Concessionaire's use of the Campground Premises, including its facilities, unless injury or damage is caused by the sole negligence or the intentional and willful misconduct of County, its officers, directors, agents or employees.

16. INSURANCE.

Concessionaire shall procure and maintain for the duration of the contract, insurance as set forth Exhibit C.

17. ASSIGNMENT AND SUBLETTING.

Concessionaire shall neither assign, nor otherwise convey any interest in this Agreement, without the prior written consent of County made in its sole discretion, and any attempt to assign any such interest without such prior written consent shall be void. If consent to any such assignment or Sub-Agreement is given by County, Concessionaire shall be and hereby agrees to be and remain fully bound and responsible hereunder for such duties and obligations as may be assigned to another. Any sub-lease Agreement entered into by Concessionaire shall expressly provide for recognition and acceptance of all the terms of this Agreement.

18. WAIVER OF CONTRACT TERMS.

No delay or omission in the exercise of any right or remedy of County on any default by Concessionaire shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by County of any delinquent concession fee shall not constitute a waiver of timely payment for the particular concession fee payment involved. County's consent to or approval of any act by Concessionaire requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent act by Concessionaire.

19. DEFAULT.

19.1 The occurrence of any of the following shall constitute a default by Concessionaire:

19.1.1 Failure to pay the Concession Fee when due. Any amount subject to a bonafide dispute shall be paid under protest.

19.1.2 Concessionaire's failure to occupy the Campground Premises and operate the Campground for 10 consecutive days shall be deemed an abandonment and vacation of the Campground and Campground Premises. Non occupation of the Campground Premises or operation of the Campground is permissible with advance written approval of the Parks Director during seasonal/scheduled closures, or in the event of natural disasters or other threats to the safety of the personnel and employees of Concessionaire. Requests for abandonment and/or vacation shall be made in writing with 30 days advance notice.

19.1.3 Failure to perform any other provision of this Agreement, if the failure to perform is not cured within 30 days after notice has been given to Concessionaire, or, if the default cannot reasonably be cured within 30 days, Concessionaire fails to commence to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

19.1.4 Concessionaire becomes insolvent or files for bankruptcy, either voluntarily or involuntarily.

19.2 Notices given under this paragraph shall specify the alleged default and the applicable provisions of the Agreement, and shall demand that Concessionaire perform the provisions of this Agreement or pay the Concession Fee that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this agreement unless County so elects in the notice.

19.3 County shall have the following remedies if Concessionaire commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

19.3.1 County may continue this Agreement in full force and effect, and the Agreement will continue in effect as long as County does not terminate Concessionaire's right to possess the Campground Premises and operate the Campground. County shall have the right to collect the Concession Fee when due. After Concessionaire's default, and for as long as County does not terminate Concessionaire's right to possession of the Campground Premises or operation of the Campground, and if Concessionaire obtains County's written consent, Concessionaire shall have the right to assign or sublet its interest in this Agreement, but Concessionaire shall not be released from liability.

19.3.2 County may terminate Concessionaire's right to possess the Campground Premises and/or operate the Campground at any time following a default. No acts by County, other than giving notice to Concessionaire, shall terminate this Agreement. Acts of maintenance, efforts to locate a new concessionaire, or the appointment of a receiver on County's initiative to protect County's interest under this Agreement shall not constitute a termination of Concessionaire's rights under the Agreement. On termination, County has the right to recover from Concessionaire court costs necessary to compensate County for all damage proximately caused by Concessionaire's default. Concessionaire shall be liable immediately to County for the reasonable and necessary costs County incurs in entering into another concessionaire agreement for the concessions including, without limitation, restoring the facilities as detailed in this Agreement and subject to Paragraph

22 and /or 24.1, and like costs.

19.3.3 County, at any time after Concessionaire commits a default, may cure the default at Concessionaire's expense. If County, at any time, by reason of Concessionaire's default, pays any sum or does any act that requires the payment of any sum, the sum paid by County shall be due immediately from Concessionaire to County at the time the sum is paid, and if paid at a later date, shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by County until County is reimbursed by Concessionaire. The sum, together with interest on it, shall be an additional concession fee.

20. LIENS.

Concessionaire shall not suffer or permit any mechanic's, materialmen's or other liens to be filed against the Campground Premises including any buildings and improvements located thereon, or against the County or any lender holding funds for any work on the Campground Premises done by Concessionaire. If any such liens or similar proceedings are filed or commenced, Concessionaire shall, within 30 days after notice of the filing thereof, cause the same to be discharged or recorded by payment, deposit, order of court or bonding; provided, however, that Concessionaire shall have the right to contest, with due diligence, the validity or amount of any such lien, if Concessionaire shall give to County security therefore, reasonably acceptable to County, in an amount equal to one and one-half times the original and any increased amount of any such claim.

Nothing in this Agreement shall be deemed in any way to constitute the consent of County, express or implied, to the performance of any labor or the furnishing of any material for any improvement, alteration, repair or replacement of the buildings and improvements on the Campground Premises by any contractor, subcontractor, laborer or materialman, nor as giving Concessionaire any right, power or authority to contract for, on County's behalf, the rendering of any services or the furnishing of any materials.

21. DAMAGE/DESTRUCTION.

If, during the term of this Agreement, the Campground and/or any other facilities on the Campground Premises are totally or partially destroyed from any cause other than Concessionaire's partial or sole negligence, County, at its option, may terminate this Agreement or restore the premises and other improvements thereon to substantially the same condition as they were in immediately before destruction. If County elects to restore, such destruction shall not terminate this Agreement. In the event the premises are totally or partially destroyed due to Concessionaire's negligence, Concessionaire shall, at County's option, promptly restore the Campground Premises.

22. MODIFICATION OF AGREEMENT.

Notwithstanding any of the provisions of this Agreement, the parties may, by mutual written consent, modify or amend this Agreement.

23. NON-DISCRIMINATION.

23.1 Concessionaire shall not discriminate on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status, against any person by refusing to furnish such person any service or privilege offered to the general public. Nor shall Concessionaire publicize such services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status.

23.2 During the performance of this Agreement, Concessionaire, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Concessionaire and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Concessionaire shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88- 352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

24. SURRENDER OF PREMISES.

24.1 On expiration or termination of this Agreement, Concessionaire shall surrender to County the Campground Premises and any and all improvements and alterations existing on the Campground Premises in good condition. Concessionaire shall have a period of ten (10) days to remove all things which are the property of the Concessionaire. Concessionaire shall perform all restoration made necessary by the removal of Concessionaire's personal property within a reasonable time. If Concessionaire fails to surrender the Campground Premises to County on expiration or termination of the Term as required by this section, Concessionaire shall indemnify, defend, protect and hold County harmless from all damages resulting from Concessionaire's failure to surrender the Campground Premises.

24.2 County may elect to retain, or dispose of in any manner, Concessionaire's personal property that Concessionaire does not remove from the Premises on expiration or termination of this Agreement after giving at least a 10-day notice to Concessionaire. Title to Concessionaire's personal property that County elects to retain or dispose of on expiration of the 10-day period, shall vest in County. Concessionaire waives all claims against County for any damage to Concessionaire resulting from County's retention or disposition of Concessionaire's personal property. Concessionaire shall be liable to County for County's costs for storing, removing, and disposing of Concessionaire's personal property.

24.3 If Concessionaire, with County's consent, continues to occupy the Campground Premises and/or operate the Campground after expiration of this Agreement, or after the date in any notice given by County to Concessionaire terminating this Agreement, such use by Concessionaire shall be on a

month-to-month basis, terminable on a 30- day notice given at any time by either party. All provisions of this Agreement except those pertaining to the term, shall continue to apply.

25. STATUS OF CONCESSIONAIRE.

25.1 All acts of Concessionaire, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Concessionaire, by virtue of this agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this agreement, Concessionaire has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Concessionaire and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

25.1.1 Concessionaire shall determine the method, details, and means of performing the work and services to be provided by Concessionaire under this Agreement.

25.1.2 Concessionaire shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

25.1.3 Concessionaire, its agents, officers, and employees are, and at all times during the term of this agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

25.1.4 Concessionaire will obtain any and all necessary licenses and permits for such concession in the name of Concessionaire and not name County in any manner on such licenses or permits.

26. NOTICES.

Except as otherwise provided herein, any notices required or permitted to be given under this Agreement shall be personally delivered or sent by certified mail and addressed to the respective parties at their addresses indicated on the first page hereof. Such addresses may be changed from time to time by notice, in writing, to either party.

27. ADVICE OF COUNSEL.

Each party hereto has been provided full opportunity for review of this Agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

28. RULES AND REGULATIONS.

Concessionaire agrees to comply with the ordinances, rules and regulations, and any other regulations of County. Such rules and regulations shall include County Ordinances 1024, 1038 and any amendments thereto or revisions or replacements thereof.

29. ENTIRE AGREEMENT.

This instrument contains the entire Agreement of the parties relating to the rights granted and obligations assumed and supersede all prior written and oral discussions or representations.

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Date: _____

CONTRACTOR

By: _____
Signature

Print or Type Name

Date: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

EXHIBIT A
ELIGIBLE INFRASTRUCTURE INVESTMENTS

- Replace electrical wiring for men's and women's bathhouse. Electrical wiring must be completed by a licensed electrician and must receive a permit from Inyo County Department of Building and Safety.
- Pave pathways on bathhouse grounds to create accessible pathways from the parking area to both bathing areas, preferably in concrete.
- Ensure all restrooms meet ADA standards.
- Repair or replace campground restrooms and plumbing as needed.
- Remove and replace cast iron sewer lines serving the bathhouse.
- Remove generator from well house and replace with properly-sized redundant power system.
- Campground Section "C" electrical wiring cleaned up, including lifting the weatherhead and adding a dead front.
- Raise the overhead powerlines in Section C.
- Remove existing sewer lines for bathrooms in Section H and replace with 4" ABS/SDR sewer line.
- Install electrical upgrades to section near bathhouses and store to reduce load on current system, including replacing existing electrical boxes.

Exhibit B Maintenance Schedule

Daily Maintenance:

- Clean and sanitize both bath houses including tubs, restrooms and showers.
- Clean and sanitize campground restrooms.
- Stock all soap and paper dispensers.
- Check and clear any plugged drains, toilets and laves.
- Check interior and exterior lighting for operation.
- Check for and remove trip and other hazards in public access areas.
- Disconnect or turn off power to all unoccupied camp sites.
- Check hot tubs for correct disinfection, temperature, and water flow.
- Drain and sanitize pools daily.
- During each day that the facility is open to the public, the following information must be noted in a log for each individual hot bath:
 - Disinfection residual
 - PH
 - Water temperature
 - Incidents involving blood, fecal, or vomitus contamination
 - Incidents of drowning, near-drowning, or heat illness
 - Any maintenance performed
 - The addition of any water chemistry additives
 - Pool closures
- Check operation of domestic water system.
- Maintain creek that runs through the property, clearing out trash, plants, and other debris to avoid potential flooding in Section D and other areas.

Monthly Maintenance:

- Check all electrical outlet and connections at campsites.
- Clean, maintain and evaluate all campsites.
- Pressure wash or hose down exterior of buildings
- Clean windows inside and out.
- Check electrical pedestals at campsites for damage.
- Water Jet all lateral sewer lines in bath houses.
- Check all structures inside and out for damage, i.e. leaking roofs, broken windows, missing or damage siding.
- Check all main electrical panels for sign of bad connections or excessive heat at circuit breakers.
- Verify presence and integrity of hot bath signage and life safety devices.
- Check railing of the steps leading from office to campground for integrity. Reinforce or tighten if necessary.

Water System Maintenance to be Performed Upon Request:

- Report water usage from wellhouse production meter.
- Exercise water system valves and flush dead ends.
- Ensure that the outlet behind the hydropneumatic tank is covered when not in use.
- Maintain and clean the building housing the hydropneumatic tank to prevent any contamination to the water system, adhering to hantavirus guidance in Exhibit E and any other relevant safety management.
- Report any leaks/failures of the water system within 24 hours of discovery. Report to Katie Paterson at 760-709-0659.
- Report any water complaints within 24 hours of receiving them. Report to Katie Paterson at 760-709-0659.

Exhibit C Insurance Requirements

Concessionaire (hereafter Concessionaire) shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Concessionaire's maintenance, operation, and use of the leased/licensed space. The cost of such insurance shall be borne by the Concessionaire.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Concessionaire has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. Coverage requirement may be waived if parking spaces for concessionaire are not included in the lease/license.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage requirement may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.
4. **Property** insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Concessionaire maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Concessionaire. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Concessionaire including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Concessionaire's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the Concessionaire's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Concessionaire's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Umbrella or Excess Policy: The Concessionaire may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Legal Liability Coverage: The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.

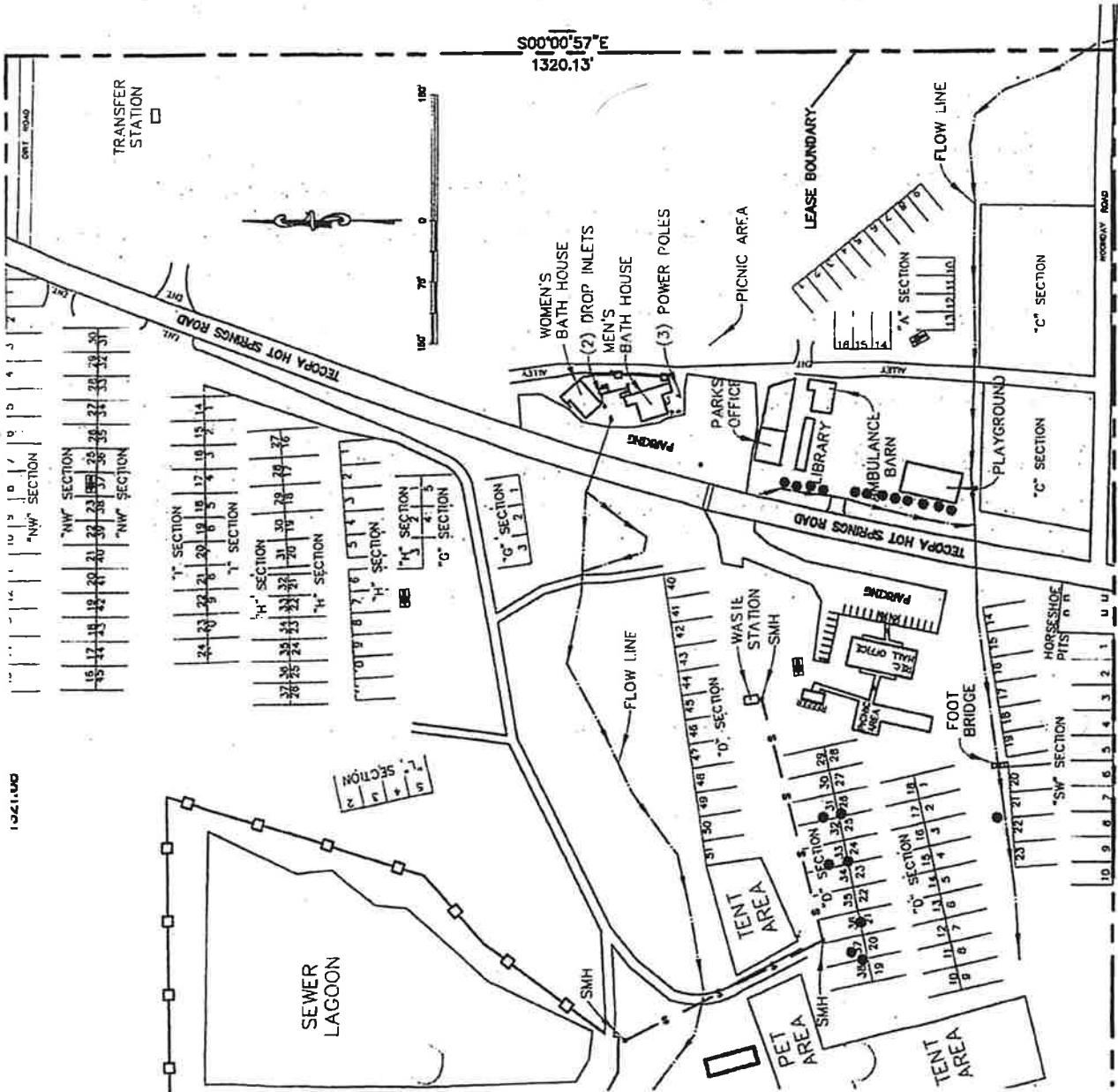
Waiver of Subrogation: Concessionaire hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Concessionaire may acquire against Inyo County by virtue of the payment of any loss under such insurance. Concessionaire agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Concessionaire to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Entity. Any and all deductibles and SIRs shall be the sole responsibility of Concessionaire who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Concessionaire to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

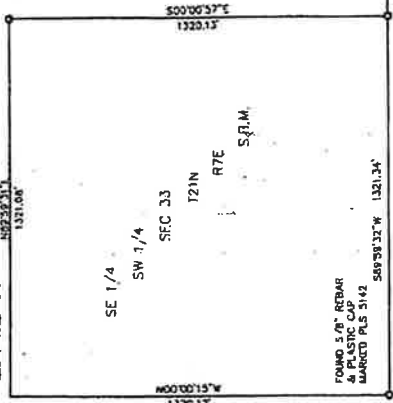
Verification of Coverage: Concessionaire shall furnish Inyo County with original certificates of insurance, all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by these insurance requirements), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before the lease/license commences and upon renewals. Failure to provide verification shall not waive the Concessionaire's obligation to provide verification.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements upon 30-day notice to Concessionaire, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



NOTING FOUND:
PER NOS 07-010,
BOOK 17 PAGE 44
FALLS IN TULE BROOK

FOUND 5/8" REBAR
& PLASTIC CAP
MARKED PLS 5142
BOOK 17 PAGE 44



LEGAL DESCRIPTION

SCALE: 1" = 500'

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21 NORTH, RANGE 7 EAST, S.B.M., IN THE COUNTY OF INYO, STATE OF CALIFORNIA, AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 8, PAGE 4 SURVEY MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

NOTE: CAMPGROUND SPACES SHOWN ARE DELINEATED ONLY FOR INFORMATION. SPACES ARE DELINEATED BY TIRE MARKERS

LEGEND

- SMH
- SEWER MANHOLE
- PROPERTY LINE
- FENCE LINE
- FLOW LINE
- RESTROOMS
- TREE
- CAMP SITE

EXHIBIT A-1
LA0165129

Plans Prepared By: INYO COUNTY PUBLIC WORKS 188 N. Edward, P.O. Drawer 9 Independence, CA 93526 (760) 878-0201		Date: MAY 2008
Drawn By: DSM	Checked By:	Date: MAY 2008
Project No.:		

TECOPA HOT SPRINGS CAMPGROUND

SCALE: 1" = 150'

Project No.:	Date:	Project Eng.:
Drawn By:	Checked By:	Date:
Date:	Date:	Date: