

SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:
Prepared on: 2/13/02
Department Name: Parks
Department No.: 052
Agenda Date: 3/12/02
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: Jennifer Briggs
Director of Parks

STAFF CONTACT: Mike Gibson
Business Manager (568-2477)

SUBJECT: Cachuma Ranch House Nature Center Lease
Third Supervisorial District
Folio No. WC 2511

Recommendation:

That the Board of Supervisors execute the attached original and duplicate original First Amendment to Lease Agreement between the County of Santa Barbara, as Lessor, and the Cachuma Lake Foundation, Inc., as Lessee, for the leasing of the Cachuma Ranch House, located within the County developed and maintained Cachuma Lake Recreational Area and Campground, to be used as a Nature Center for the purposes of benefit, education, interpretation, and enjoyment for the general public.

Alignment with Board Strategic Plan:

The recommendation is primarily aligned with Goal No. 1: An Efficient Government Able to Anticipate and Respond Effectively to the Needs of the Community.

Executive Summary and Discussion:

The Cachuma Lake Foundation was incorporated approximately 12 years ago for the express purpose of operating and maintaining an interpretive nature center at the Cachuma Lake campground. The Foundation has spent considerable effort in time and money to improve the facility and its operations. Over the past 12 years, the Nature Center has developed into an important part of the camping experience at Cachuma Lake.

Pursuant to the construction of the Cachuma Project in 1953, the U.S. Department of the Interior, Bureau of Reclamation, acquired those lands known as the Cachuma Recreational Area. Under the "Agreement to Administer the Recreational Area," Contract No. 14-06-200-600, executed on January 12, 1953, between the County of Santa Barbara and the U.S. Bureau of Reclamation, the County of Santa Barbara is responsible for

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the management and operation of the Cachuma Recreational Area. The lease agreement between the County and the Cachuma Lake Foundation, Inc. is subject to the terms and conditions of the County's agreement with the Bureau of Reclamation.

The attached First Amendment to the Lease Agreement will allow the Cachuma Lake Foundation, Inc. to continue to lease from the County the Cachuma Lake Ranch House and the surrounding grounds for the purpose of a Nature Center for the benefit, education, and enjoyment of the general public. The term of the amended agreement is for approximately 11 months, commencing on the date of execution by the County and terminating on January 11, 2003, in conjunction with the termination of the Master Lease Agreement between the County and the Bureau of Reclamation.

Additionally, a holdover provision has been added to this Agreement which would allow the Cachuma Lake Foundation, Inc. to continue its operations upon the condition that the existing Master Lease Agreement between the County and the Bureau of Reclamation is extended, or a new agreement is reached whereby the County would retain its rights to manage and operate the Cachuma Recreational Area. As all current leases in the Cachuma Recreational Area are scheduled to terminate at the same time (upon termination of the Master Lease Agreement), this holdover provision is primarily designed to address the problems that may be presented to the County if the Master Lease Agreement between the County and the Bureau of Reclamation is extended or renewed. The holdover provision will allow the terms and conditions of this lease to remain in effect while and until a new agreement can be reached and executed between the County and the lessee.

Mandates and Service Levels:

There are no mandates or changes to existing service levels.

Fiscal and Facilities Impacts:

Due to the many benefits to the general public and the costs avoided by the County to operate and maintain the Nature Center, the Cachuma Lake Foundation will not be required to make any compensation for the lease. There is no impact to facilities.

Special Instructions:

After Board action, distribute as follows:

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| 1. | Original Document | - Board's Official File |
| 2. | Duplicate Original Document and Minute Order | - GS/Facilities Services/Attn: Real Property (CS) |
| 3. | Copy of Original Document and Minute Order | - Park Department/Attn: Mike Gibson |

Concurrences:

County Counsel

Auditor-Controller

Risk Manager

Real Property Supervisor

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