

Glorene and 8th Street
Erosion Control Project

License Agreement Between the
California Tahoe Conservancy and the City of South Lake Tahoe
for Soil Erosion Control Project Access to Conservancy-Owned Properties

This Agreement is entered into this 24th day of May, 2004, by and between the State of California acting by and through the California Tahoe Conservancy (hereinafter "Conservancy") and the City of South Lake Tahoe (hereinafter "City").

Recitals

WHEREAS, pursuant to its authority under Government Code Section 66906.7, the Conservancy awarded a grant to the City for construction of erosion and siltation control facilities;

WHEREAS, most of the erosion control work undertaken by the City will be confined to the existing roadways, embankments, gutters, basins and drainage ditches within the right-of-way of roads maintained by the City;

WHEREAS, some of the gutters, basins and drainage ditches extend beyond the road right-of-way and onto adjoining properties;

WHEREAS, the City desires access to the lands adjoining the road right-of-way in order to conduct surveys, to vegetate disturbed areas, and to construct and maintain erosion control facilities including rock riprap, piping, retention basins, and asphalt dikes, as more particularly shown in Exhibit "B";

WHEREAS, the Conservancy owns or has an interest in certain real property adjoining the City road right-of-way, shown in Exhibit "A" attached hereto and incorporated herein (hereafter "Property"), on which the City desires access for the purposes stated above; and

WHEREAS, pursuant to Government Code Section 66907.8 and its duly adopted resolution of June 19, 1987, the Conservancy may give licenses for erosion control purposes.

NOW THEREFORE, in consideration of the mutual covenants, terms, restrictions and conditions hereafter set forth, the Conservancy and the City hereby agree as follows:

Term of Agreement

The term of this Agreement shall be three (3) years, commencing on the date of execution of this Agreement, unless terminated earlier by mutual agreement in writing by all parties to this Agreement. Provided, however, that if erosion control project improvements are constructed on the Property within said period, the City shall have the right to enter on the Property for up to twenty (20) years from the date of completion of said improvements for maintenance purposes as set forth herein.

Access

The Conservancy agrees that for the duration of this Agreement, subject to all of the conditions and terms hereof, any employee or agent of the City or duly authorized contractor performing construction pursuant to a

Conservancy or City erosion control project, may enter upon and use the Property for the purposes set forth herein.

Purpose

The Property may be entered upon and used by the City solely for the purpose of conducting surveys, revegetating and maintaining exposed slopes and constructing and maintaining retaining walls, riprap, asphalt pavement, drainage channels, culverts, and sediment basins and incidental purposes related thereto. The Conservancy reserves the right to continue to use and improve the Property for any and all purposes, provided the Conservancy's activities on the Property do not interfere with the City's use of the Property pursuant to the terms and provisions of this Agreement.

Condition Precedent to Construction

In addition to any other conditions contained herein, no construction or any other on-site activity shall take place on the Property until the Conservancy has reviewed and approved the City's project plans and specifications.

Maintenance

The City shall be obligated to operate and maintain any improvements it constructs on the Property for purposes of soil erosion and drainage control. Where the improvements are being constructed pursuant to a soil erosion control project funded in whole or in part by the Conservancy under a Conservancy grant agreement, the improvements shall be operated and maintained for the useful life of the improvements. The City may be excused from its maintenance obligation only upon the written approval of the Executive Officer of the Conservancy for good cause shown. "Good cause" includes, but is not limited to, natural disasters which destroy the improvements and render the soil erosion control project obsolete or impracticable to rebuild. Prior to entering on the Property for maintenance purposes the City shall, except in emergencies, give the Conservancy three (3) days' advance notice. Any damage to the Property caused by the City's construction or maintenance activities shall be repaired and the Property restored to the condition existing prior to the City's entry on the Property.

Standards of Workmanship

All work undertaken by the City under this Agreement shall comply with and conform to all applicable building, fire and sanitary laws, ordinances, and regulations of any governmental agency having jurisdiction over the Property.

City shall seek all permits, licenses and/or approvals applicable to the construction, repair and operation of the improvement as contemplated by this Agreement, including but not limited to building and/or use permits required by any public body having jurisdiction over the Property.

Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Property due to the City's exercise of its rights herein, the City, at its expense, shall be obligated to clean all property affected thereby, whether owned or controlled by the Conservancy or any third person, to the satisfaction of the Conservancy (insofar as the property owned by the Conservancy is concerned) and any governmental body having jurisdiction thereover.

Bonds

If requested by the Conservancy, no construction or other work shall be undertaken until written evidence has been provided to the Conservancy that each contractor entering the Property has furnished the Conservancy with a bond in favor of the Conservancy to ensure faithful performance of the terms and conditions set forth in this Agreement, in an amount to be determined by the Conservancy. Prior to entering the Property, the City shall provide the Conservancy with a list of all City contractors performing work on the Property.

Liability and Indemnification

The City waives all right to recourse against the Conservancy, including the right to contribution or indemnification for any and all claims, demands, costs, expenses, liabilities, and losses arising out of any damage or injury to any person or persons, including the Conservancy, or property of any kind whatsoever and to whomsoever belonging, including Conservancy, from any causes or causes reasonably related to the City's presence or activities on the Property, except for matters arising out of the sole and active negligence of the Conservancy.

The City agrees to indemnify, protect, defend and hold harmless the Conservancy, its successors and assigns from any and all claims, demands, costs, expenses, liabilities, and losses arising out of any damage or injury to any person or persons, including the Conservancy, or property of any kind whatsoever and to whomsoever belonging, including the Conservancy, from any cause or causes reasonably related to the City's presence or activities on the Property, except for matters arising out of the sole and active negligence of the Conservancy.

Insurance

(a) Throughout the term of this Agreement, the City shall provide and maintain general liability, bodily injury and property damage insurance for liability assumed by the City under this Agreement with minimum limits of liability as follows:

Self-Insured Retention (per occurrence)	\$250,000 Total
California Municipal Insurance Authority (CMIA) (per occurrence)	\$1,000,000 Total
Reinsurance of CMIA through the Insurance Company of Pennsylvania (per occurrence)	\$4,000,000 Total

(b) Such insurance shall be issued by a company or companies admitted to transact business in the State of California. If a separate policy is utilized, then the liability insurance policy shall contain an endorsement or certificate specifying that:

- (1) The Conservancy, its officers, agents, and employees are included as additional insureds for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement; and
- (2) The Conservancy and the State of California are not responsible for premiums and assessments on the insurance policy; and,

- (3) The insurance company or companies will provide the Conservancy with thirty (30) days prior written notice before cancelling the insurance policy or policies acquired pursuant to this paragraph, or before reducing any liability coverage thereunder.
- (c) The City hereby warrants that it will not cancel or reduce its insurance coverage without thirty (30) days' prior written notice to the Conservancy, and that it will immediately notify the Conservancy in writing of any cancellation of coverage initiated by the insurer.
- (d) Nothing in this Agreement is intended to create in the public or any member thereof rights as a third party beneficiary hereunder.
- (e) In the event that the insurance coverage cannot be obtained, or is cancelled or reduced below the minimum required herein, the Conservancy may, in its sole discretion, waive, in part or in whole, the insurance requirements set forth above; provided, that the Conservancy thereafter may reinstate such requirements if it determines there has been a change of circumstances.
- (f) Notwithstanding any waiver by the Conservancy, in the event the City fails to obtain or maintain insurance coverage as required herein, the City shall have an affirmative obligation to seek such coverage throughout the term of this Agreement.

Fees and Assessments

The City shall pay, before they become delinquent, all charges, fees, taxes and assessments imposed on the Property by reason of this Agreement. The Conservancy may pay such charges, fees, taxes or assessments, and such payment will be repaid by the City on demand.

The City covenants and agrees to keep the Property free from any mechanic's lien(s) claimed by any person, firm or corporation employed by or on behalf of the City for any work or services performed under this Agreement. In the event of the filing of any such lien(s), the City shall cause such lien(s) to be released within five (5) days after the Conservancy's written notice to do so. The City shall indemnify and defend the Conservancy and the State of California against any and all liability, cost and expense including attorney's fees incurred by the Conservancy or the State of California as a result of any such lien(s).

Prior Encumbrances

This Agreement is subject to all easements, leases, liens, conditions, restrictions, encumbrances and claims of title which may affect the Property. The City accepts the Property (including, without limitation, Conservancy-owned improvements, if any) in their present condition and without any representation or warranty by the Conservancy as to the condition of such Property or improvements, and the Conservancy shall not be responsible for any defect or change of conditions in the Property or such improvements, any damage occurring thereto or for the existence of any violation of any municipal, city, state or federal law, order, rule, regulation or ordinance.

Assignment

Without the written consent of the Conservancy or its successors or assigns, the City's rights and responsibilities under this Agreement may not be assigned. In the event the Conservancy consents to an assignment, the terms of this Agreement shall be binding on the City's assignee. The Conservancy's rights

and obligations under this Agreement shall be freely transferrable and shall be deemed to pass to its successor upon the transfer of the Conservancy's interest in the Property.

Forbearance Not a Waiver

Any forbearance on the part of either party to this Agreement, or their successors in interest and assigns, to enforce the terms and provisions of this Agreement in the event of any violation or breach shall not be deemed a waiver of either party's legal rights regarding any subsequent violation or breach.

"Conservancy"

The term "Conservancy" as used in this Agreement includes the California Tahoe Conservancy, its member(s), officer(s), agent(s), or employee(s) and the successors and assigns of any of them.

Severability

The provisions of this Agreement are intended to be severable, separate, and distinct from each other. If any provision hereof is determined to be invalid or for any reason becomes unenforceable, no other provisions shall be thereby affected or impaired.

Captions

The captions on the paragraphs of this Agreement are for convenience only and shall be of no force and effect whatsoever in interpreting the obligations or rights of the parties hereunder.

Entire Agreement

This Agreement contains the entire Agreement between the Conservancy and the City relating to the rights granted and the obligations assumed herein. Any oral representations or modifications of this Agreement shall be of no force and effect unless embodied in a subsequent modification in writing signed by the party to be charged.

Enforcement

Any act or any conveyance, contract, or authorization, whether written or oral, by the City which would permit use of the Property contrary to the terms or provisions of this Agreement shall be deemed a breach hereof. In the event of the City's breach of any term or provision of this Agreement, the Conservancy shall have the right to bring any action for mandatory or prohibitory injunctive relief, necessary to correct, terminate, and/or enforce the terms and provisions hereof. The type of action brought shall be at the Conservancy's discretion.

The Conservancy agrees to pay any and all costs incurred in monitoring compliance with the terms and provisions of this Agreement. However, any costs incurred by the Conservancy in enforcing, judicially or otherwise, the terms and provisions of this Agreement against the City, or the City's successors, agents, representatives or assigns, including without limitation, costs of suit, attorney's fees and any costs of restoration necessitated by the violation of the terms and provisions of this Agreement by the City, or by the City's successors, agents, representatives or assigns, shall be borne by the City or the City's successors, agents, representatives or assigns against whom a judgment is entered, or in the event that the Conservancy secures redress without a completed judicial proceeding, by the City or those of its successors, agents, representatives or assigns who are otherwise determined to be responsible for the breach of any of the terms or provisions of this Agreement.

Termination

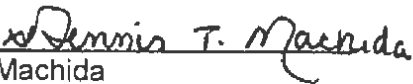
Except as otherwise provided herein, this Agreement may be terminated by either party upon ninety (90) days' advanced written notice. Termination of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination or abandonment.

In the event of either party's failure to comply with one or more of the terms or provisions of this Agreement, the nondefaulting party shall give the defaulting party three (3) months' written notice to cure any such noncompliance. If the defaulting party fails to cure the noncompliance within the above time period, the nondefaulting party may thereafter unilaterally terminate this Agreement on three (3) months' written notice to the defaulting party.

Upon termination, expiration or abandonment of this Agreement, the City shall discontinue the use of the Property and, upon written notice from the Conservancy, remove all City improvements and restore the Property as nearly as possible to the condition in which it existed immediately prior to the execution of this Agreement. City improvements not removed from the Property within sixty (60) days' after the termination, revocation or expiration of this Agreement shall, at the Conservancy's option, become the property of the Conservancy. The City agrees to reimburse the Conservancy for the cost and expense incurred by the Conservancy in restoring the Property in the event the City fails to remove said improvements. If the City fails to terminate its use of the Property upon termination or revocation of this Agreement, the Conservancy shall have the right, to the extent permitted by law, to re-enter the Property and to remove any City improvements from the Property.

In witness whereof, this Agreement has been executed by the parties hereto.

California Tahoe Conservancy


Dennis T. Machida
Executive Officer

City of South Lake Tahoe



Mayor

EXHIBIT A

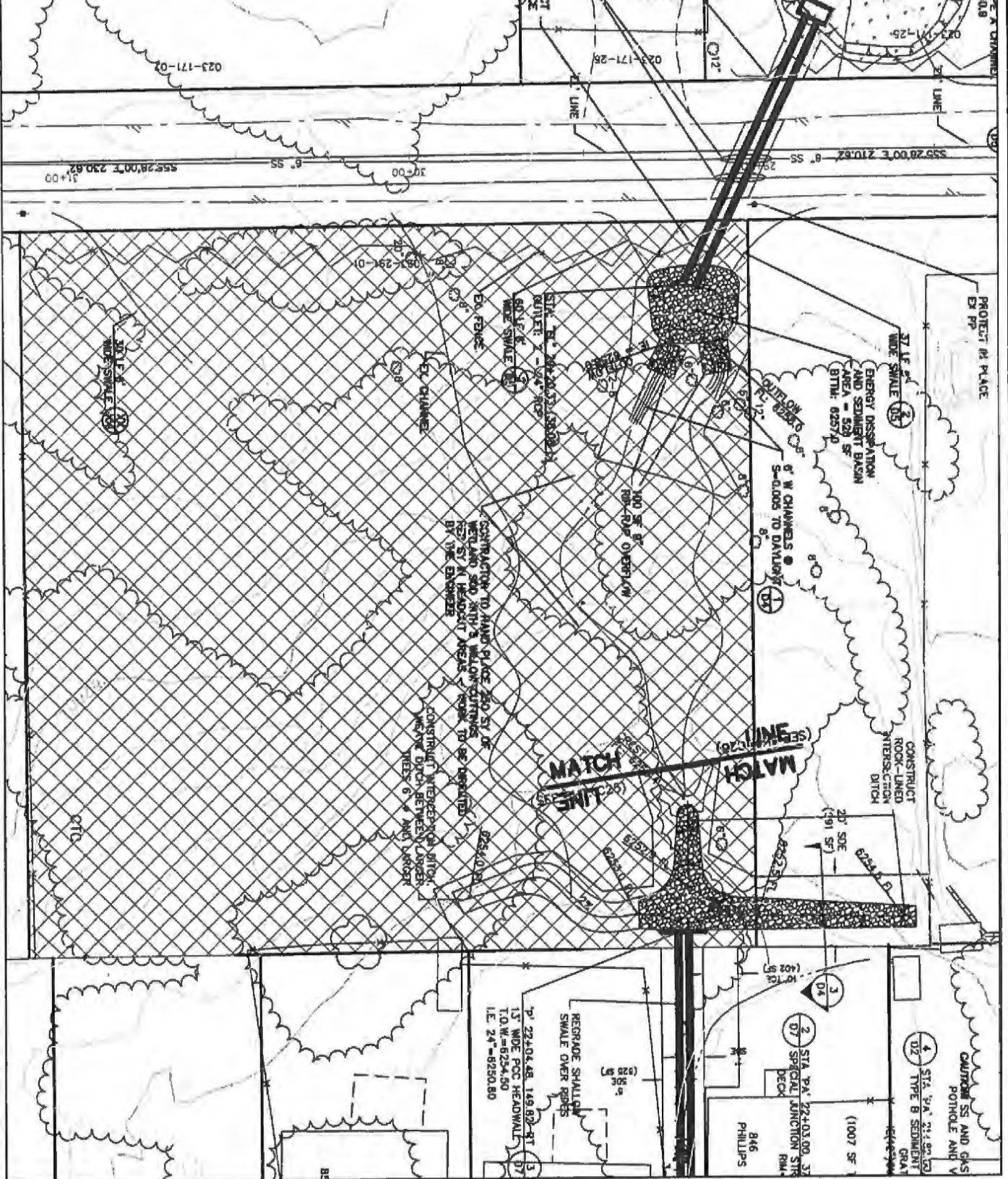
Stormwater treatment and conveyance Improvements:

- 23-291-01
- 23-571-09

Stormwater Treatment and Conveyance Improvements and Storage Area Use:

- 23-801-08
- 23-461-08
- 23-171-13
- 23-171-20
- 23-171-25
- 23-172-32
- 23-172-33

Exhibit B



ADJUST SLOPE AND PLACE ROCK
TO PROTECT EX AC SWALE
PROJECT TREES CLOSEST TO STREET

EX AC SWALE

STA. 21+58.63 (21.17 L)

BEGIN ROLLED CURB

B42 45 LF 12" RCP

AND GAS LINE CROSSING

NAME AND VERIFY LOCATION

21+57.25 (16.50' RT)

SECTION TRAP #1-1

CRATE #6252.50

SOE

10007 SF TOT)

PHILLIPS

B46

06CX

023-573-07

023-573-08

023-573-09

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A LANE

21+52.02 (23.30 L)

000' WALL 12" RCP

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CONSTRUCT 245 SF ROCK
RIP RAP DISSEMINATED
D50 RIP RAP - 9"
BITUM. 6249.3

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REMOVE SMALL TREES AND BUSHES
GRADE 14.5 LF OUFLOW-CHANNEL
WITHIN HIGH FLOW CHANNEL AT 0.5% AS SHOWN;
TYPE "B" REVEGETATION - AND SV
SALVAGE SOO, WETLAND MATERIAL AND WILLOWS
FOR RE-USE

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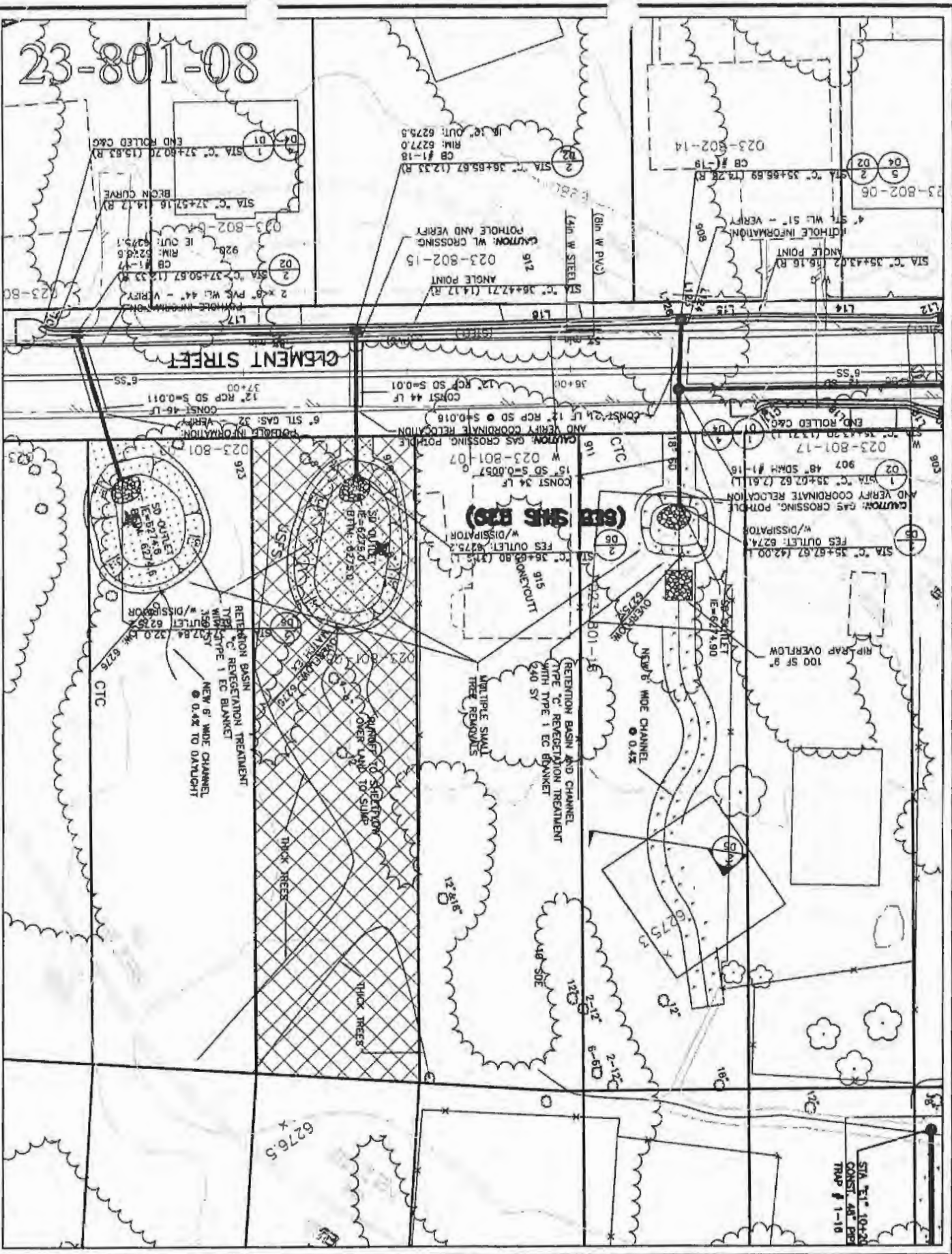
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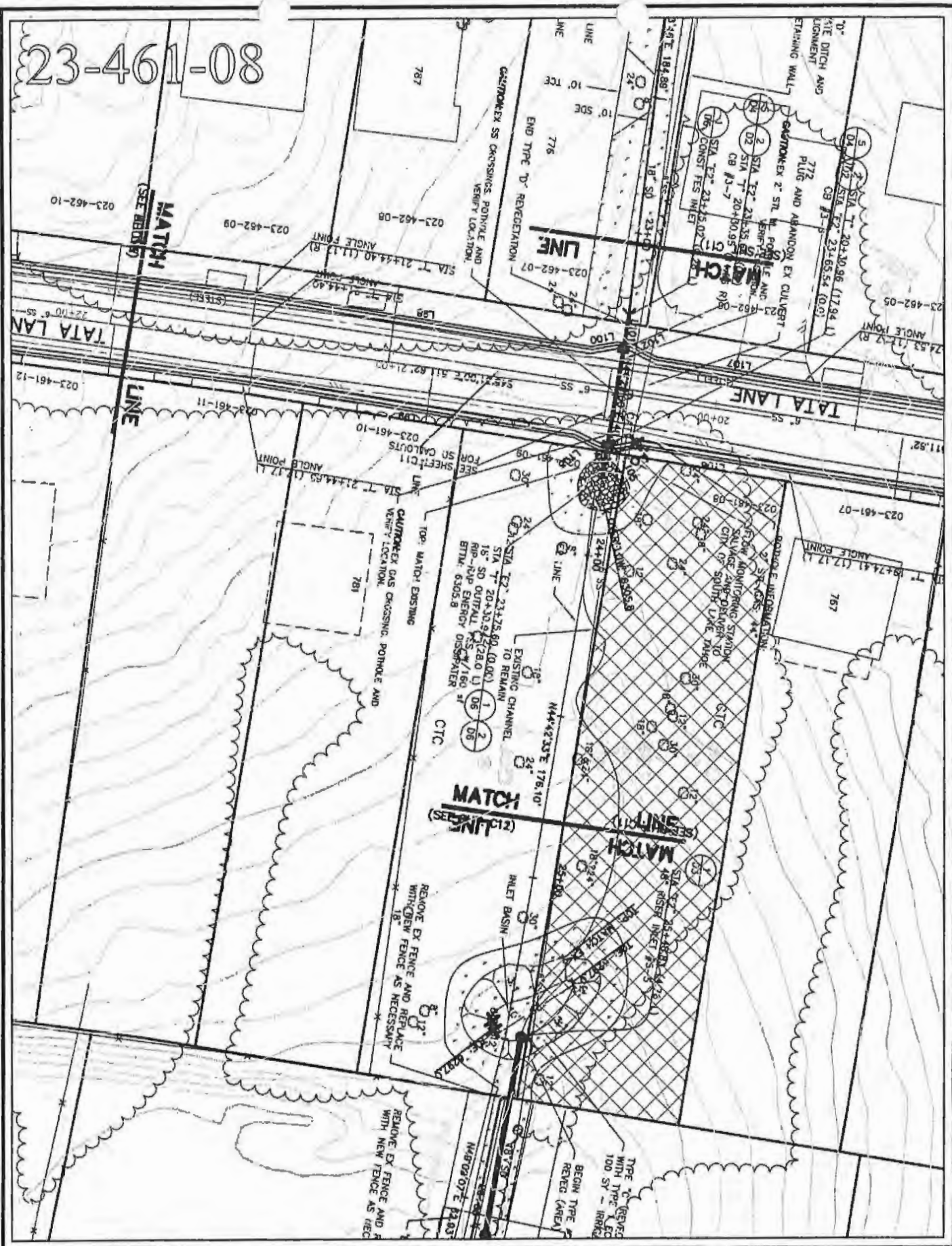
IMPROVEMENT PLANS FOR GLORENE AND 8TH STREET EROSION CONTROL PROJECT

23-801-08



CITY OF SOUTH LAKE TAHOE
PUBLIC SERVICES DEPARTMENT
1900 LAKE THREE BLVD.
SOUTH LAKE TAHOE, CA 96150
916-938-5400 FAX 916-938-5401

NO.	NAME	MARK	DATE
1	REVISION		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		



IMPROVEMENT PLANS FOR
GLORENE AND 8TH STREET
EROSION CONTROL PROJECT

23-461-08



CITY OF SOUTH LAKE TAHOE
PUBLIC SERVICES DEPARTMENT
1900 LAKE TAHOE BLVD.
SOUTH LAKE TAHOE, CA 96150
HOURS VIDEO - CITY EXTENDER BOX 41221
PH (530) 342-6439 FAX (530) 341-7056

BRANCH NAME	
HUNTER	MARK
ELEVATION	DATUM
DESCRIPTION	

ELEVATION _____ DATUM _____
DESCRIPTION _____

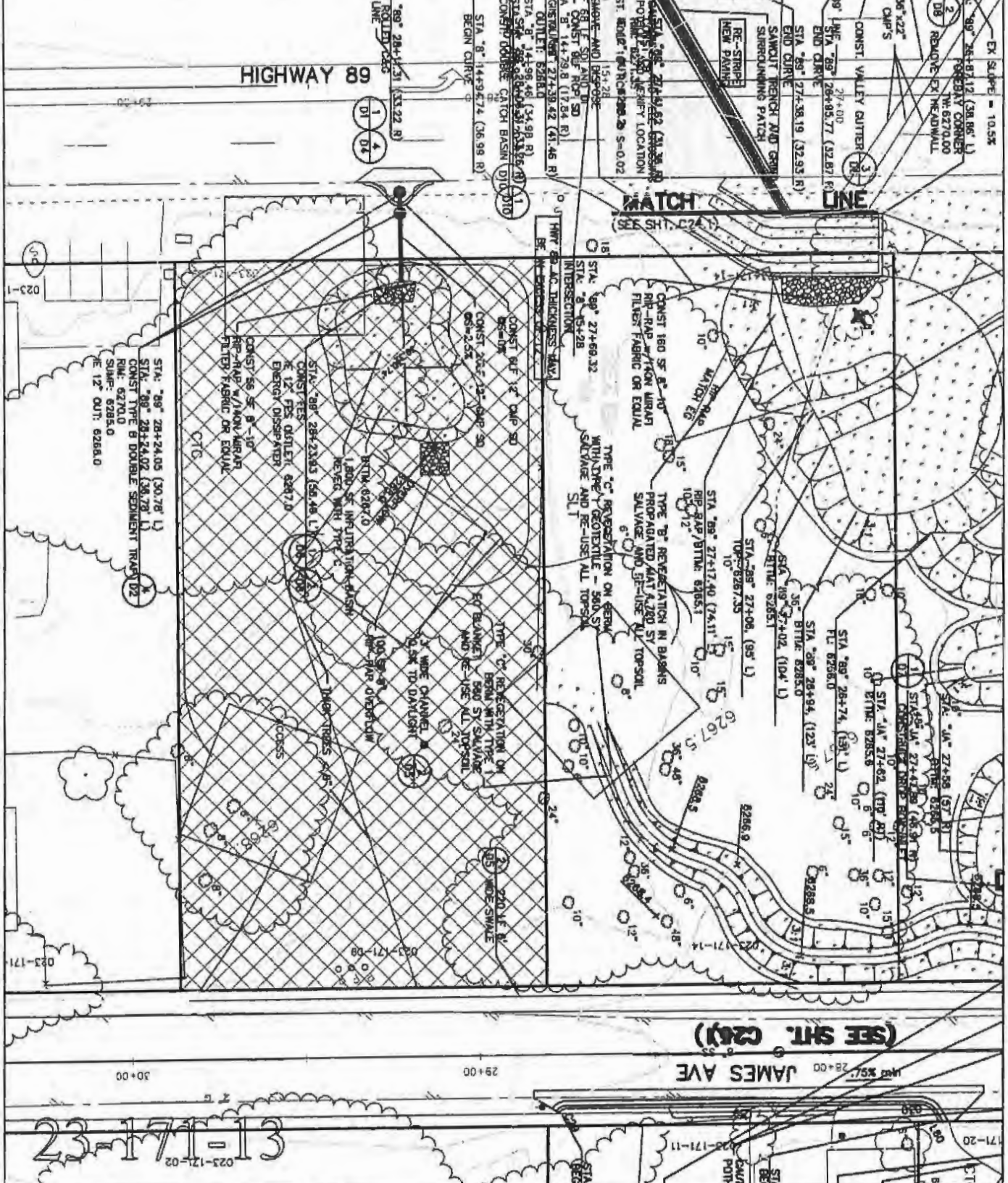
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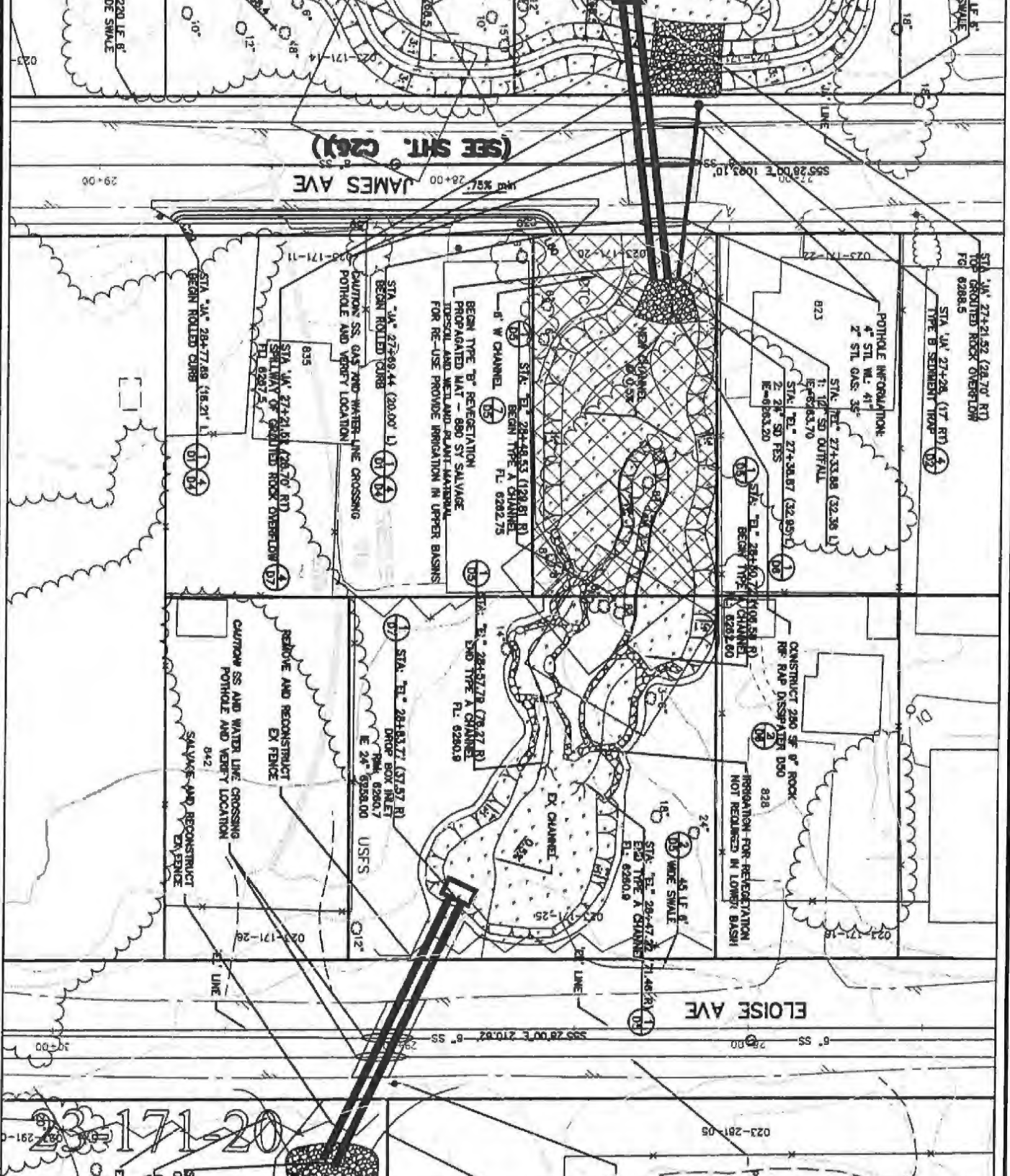
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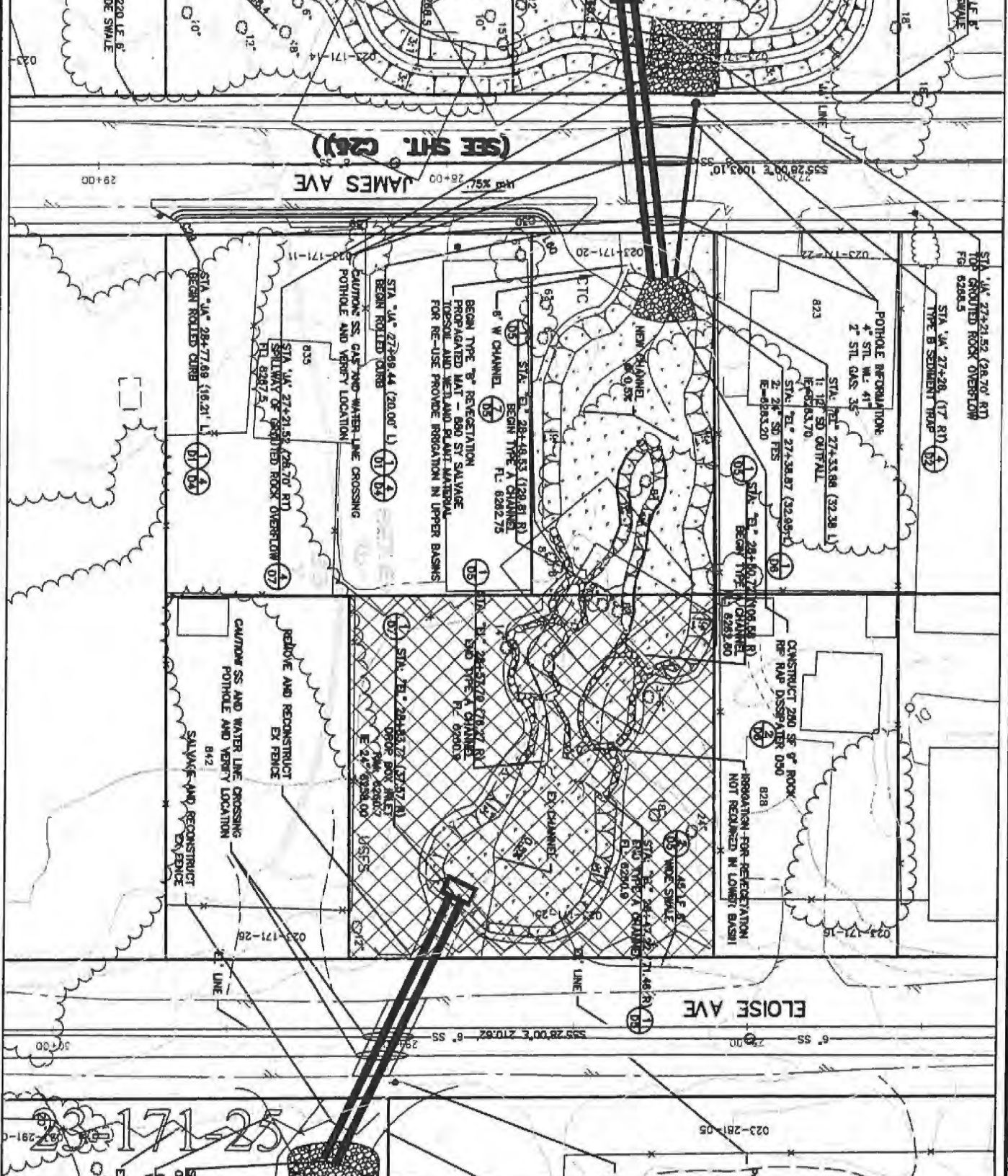
1. *Journal of Management Studies*, 1991, 28, 1, 1-14.

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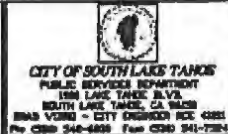




(SEE SH. C14)



23-172-33



SEARCH MARK				
NUMBER	MARK			
ELEVATION	DATUM			
DESCRIPTION				