

# CONTRACT ROUTING SHEET

**PROCESSING DEPARTMENT:**

Department: Transportation  
Dept. Contact: Tim Prudhel  
Phone: x5974  
Department Head  
Signature: \_\_\_\_\_

**CONTRACTOR:**

Name: California Tahoe Conservancy  
Address: 1061 Third Street  
South Lake Tahoe, CA  
96150  
Phone: 530-542-5580

*J. C. Prudhel 06-19-08*  
Tim C. Prudhel  
Contract Services Officer

EL DORADO COUNTY COUNSEL  
*Amend Referred*

**CONTRACTING DEPARTMENT:** Transportation

Service Requested: NA

Contract Term: \_\_\_\_\_ Contract/Amendment Amount: \$ \_\_\_\_\_

Compliance with Human Resources Requirements? Yes: NA No: \_\_\_\_\_

Compliance verified by: NA

**COUNTY COUNSEL:** (must approve all contracts and MOUs)

Approved:  Disapproved: \_\_\_\_\_ Date: 6/27/08 By: D. Livingston DR  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT  
DATE: 6/26/08  
ATTORNEY: TRISH B  
DEPT./INDEX NO.: 30030  
BY: [Signature]

\* SEE S. KOOKMAN'S 6/26/08 E-MAIL (ATTACHED) RE: APPARENT DISCREPANCY BETWEEN TERM OF RIGHT TO ENTER AND LENGTH OF COUNTY'S MAINTENANCE OBLIGATION.

*Has copy of email attached to CES  
J. C. Prudhel  
7-1-08*

**Please Return Directly to DOT.**

Index Code: <u>303000</u>	User Code: <u>95160 J</u>
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**RISK MANAGEMENT:**

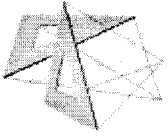
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**Approval Not Required for Right-of-Way Documents**

**OTHER APPROVAL** (Specify department(s) participating or directly affected by this contract).

Department(s): \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

RECEIVED  
DOT  
JUN 27 PM 4:20




Steve P Kooyman/PV/EDC

06/26/2008 08:39 AM


To David A Livingston/PV/EDC@TCP

cc

bcc

Subject Re: CTC License Agreement - Angora 3 

History:

 This message has been replied to.

Dave - I believe this is the standard language from which we have always approved. Yes, this is a subtle discrepancy within their Agreement which affords some further thoughts. I have discussed this item with Penny Stewart with the conclusion of, the Grant Agreement provisions for Site Improvement Grants require the County to maintenance the improvements for 20 years which we comply with by resolution. However, we know that even after 20 years these same improvements, as constructed, will still require maintenance by the County, unless we can strike the perpetuity language. Let's discuss further, however, for now, I believe that we are covered under the requirements of the Grant and LA for maintenance of the improvements.

Steve

Steve P. Kooyman, P.E.  
Supervising Civil Engineer  
El Dorado County Dept. of Transportation  
Tahoe Engineering Division  
924 B Emerald Bay Road  
South Lake Tahoe, CA 96150  
Phone: 530-573-7910  
Fax: 530-541-7049  
David A Livingston/PV/EDC

David A Livingston/PV/EDC

06/23/2008 04:10 PM

To Steve P Kooyman/PV/EDC@TCP

cc

Subject CTC License Agreement - Angora 3

Steve,

I have the license agreement for Angora 3. It contains what is, in my view, an internal inconsistency so I wanted to run this by you to determine if it creates a problem. In the paragraph entitled "Term of the Agreement," the agreement states that "if erosion control project improvements are constructed on the Property within said period, the County 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." But in the paragraph entitled "Maintenance," the agreement appears to require that we maintain the improvements in perpetuity. How can we maintain the improvements in perpetuity if we only have the right to enter the property for the next twenty years? What are your thoughts on this? How have these provisions been interpreted in the past?

Thanks,  
Dave

David A. Livingston

Deputy County Counsel

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**El Dorado County ♦ 330 Fair Lane ♦ Placerville, California 95667 ♦ 530.621.5770**

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