

EXTENSION OF JOINT POWERS AGREEMENT BETWEEN THE  
COUNTY OF EL DORADO AND THE CITY OF SOUTH LAKE TAHOE  
FOR THE PURPOSE OF CONTINUING THE PROVISION OF SNOW REMOVAL  
SERVICES WITHIN THAT PORTION OF COUNTY SERVICE AREA NUMBER 3  
WHICH LIES WITHIN THE MUNICIPAL BOUNDARIES  
OF THE CITY OF SOUTH LAKE TAHOE

THIS AGREEMENT is entered into this 19th day of  
January, 1999, by and between the City of South Lake  
Tahoe, hereinafter "City" and the County of El Dorado,  
hereinafter "County".

R E C I T A L S

WHEREAS, pursuant to California Government Code Section  
25210 et seq., the Board of Supervisors of County has duly  
adopted a resolution forming a Zone of Benefit within County  
Service Area No. 3 for purposes of providing expanded snow  
removal service for the benefit of the portion of said County  
Service Area which lies within the municipal boundaries of the  
City of South Lake Tahoe; and

WHEREAS, pursuant to the authority granted by Government  
Code Section 6500 et seq., on September 20, 1989, City and  
County entered into an agreement setting forth the  
responsibilities of the parties with respect to administering  
the benefit zone in accordance with applicable California law;  
and

WHEREAS, said agreement set forth a ten year term from and  
after the date of execution and the parties hereto wish to renew  
their agreement to continue the existing assessment as a funding  
mechanism for the lease/purchase of snow removal equipment under  
the same terms and conditions to which the parties have been  
previously bound; and

WHEREAS, both City and County have duly adopted resolutions  
which provide for the lawful extension of expanded snow removal  
services through continuation of the existing County Service  
Area 3 assessment, pursuant to the terms of the original  
assessment;

CENTRAL RECORDS  
FILE No.: 1047  
C-5-99

NOW, THEREFORE, for and in consideration of the mutual promises exchanged herein, it is mutually agreed as follows:

1. County shall, as long as this agreement is in effect, levy a charge of \$20.00 per improved parcel, for purposes of funding lease/purchase of snow removal equipment to be utilized in that area of CSA 3 which is within the municipal boundaries of the City.

In the event an increase or expansion of the assessment is subsequently approved in accordance with the provisions of Proposition 218, the County shall increase its annual levy accordingly.

Such charges shall be levied in the manner prescribed by law, but in any event, shall be considered and approved on or before June 30 of each year during which this agreement is in effect.

2. City shall act as the advisory board to the County Service Area, and shall hold at least one public hearing annually regarding the levy. City shall give to the County its recommendation and the substance of the testimony at the hearing, if any, in sufficient time prior to any hearing by County to allow for County review of the recommendation and any other pertinent information.

3. City shall provide to County on or before June 1 of each year during which this agreement is in effect, the list of parcels within the City upon which a charge is to be levied in a form satisfactory to the County.

4. This agreement shall continue in full force and effect until such time as it may be terminated by either party in accordance with Section 6 hereof.

5. County shall remit to City, under procedures mutually acceptable to the City and the County, all funds collected by County for purposes as stated herein less one percent (1%) for administrative costs, after receipt and apportionment of taxes by the County Auditor/Controller in the normal course of County tax collection operations.

Using such funds, City shall solicit competitive bids pursuant to applicable state law, and lease/purchase snow removal equipment for ownership by City. City shall be solely and exclusively responsible for all aspects of equipment

purchase, operation, and maintenance, and it is expressly recognized that County shall have no responsibility or liability of any type for such activities.

All lease/purchase agreements entered into by City shall specifically provide that the lease/purchase agreement shall be terminated without recourse to County in the event that the CSA funding contemplated by this agreement is not appropriated by County in any given year.

6. Either party may terminate this agreement upon one hundred eighty days (180) written notice which indicates that the County does not intend to continue to levy and appropriate necessary funds, or that City intends to terminate purchasing equipment under this agreement. Upon receipt of such notice, City and County shall convene a joint meeting of the City Council and Board of Supervisors to review the reasons for such termination and determine if other mutually acceptable alternatives exist. In considering such alternatives, any continuing lease/purchase obligations of the City shall be taken into account.

7. City agrees to, and shall defend, indemnify and hold the County, its elective and appointive boards, officers, agents, and employees, harmless from any liability for damage or claims for damage, for personal injury of any type, as well as from claims for property damage of any type, which may arise or are alleged to have arisen, from any of City's or County's operations, actions or activities under this agreement.

City shall, if authorized to do so under its Public Agency Risk Sharing Agency of California (PARSAC) contract for insurance coverage, name the County as an additional or co-insured, under such insurance. Notwithstanding any such insurance, or the amount thereof, the duty of City to indemnify County shall exist and continue.

8. This agreement is intended to, and does, contain the entire agreement of the parties regarding this matter and is intended to, and does, supersede all previous written and oral communication regarding this matter.

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Executed at El Dorado County, California on the day and date written above.

COUNTY OF EL DORADO

By *[Signature]*  
Chairman, Board of Supervisors  
3-9-99

ATTEST:

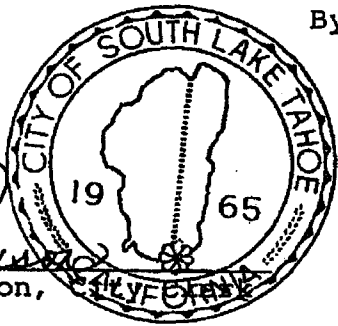
DIXIE FOOTE,  
Clerk to the Board of Supervisors

By *Margaret B. Moody*  
Deputy Clerk  
3-9-99

CITY OF SOUTH LAKE TAHOE

By *Judy Brown*  
Mayor

ATTEST:

*Angela Peterson*  
Angela Peterson,  


APPROVED AS TO FORM:

*Catherine L. DiCamillo*  
Catherine L. DiCamillo  
City Attorney