

EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of October 24, 2006

AGENDA TITLE: California Tahoe Conservancy License Agreement for the Angora Creek Stream Environment Zone Restoration Project Access (JN 95147)

DEPARTMENT: Transportation

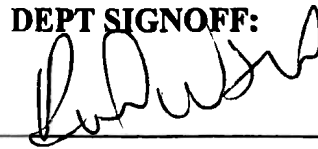
DEPT SIGNOFF:

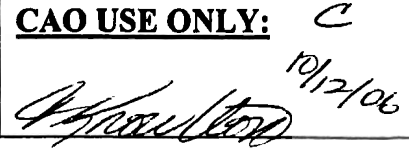
CAO USE ONLY:

CONTACT: Janel Gifford

DATE: 09/15/06

PHONE: 7909



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DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The El Dorado County Department of Transportation recommends your Board of Supervisors authorize the Board Chairman to sign License Agreement CTC 20060921_El Dorado County for the Angora Creek Stream Environment Zone Restoration Project, for a California Tahoe Conservancy parcel related to the Project.

CAO RECOMMENDATIONS: *Recommend approval. Laura A. Hill*
10/16/06

Financial impact? () Yes (X) No

Funding Source: () Gen Fund () Other

BUDGET SUMMARY:

Total Est. Cost _____
Funding
 Budgeted _____
 New Funding _____
 Savings _____
 Other _____
 Total Funding _____
Change in Net County Cost _____

Other:

CAO Office Use Only:
 4/5's Vote Required () Yes (X) No
 Change in Policy () Yes (X) No
 New Personnel () Yes (X) No

CONCURRENCES:
 Risk Management *N/A*
 County Counsel
 Other _____

***Explain**

BOARD ACTIONS:

Vote: Unanimous _____ Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 04/05

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: **Cindy Keck, Board of Supervisors Clerk**

By: _____





MAINTENANCE DIVISION:
 2441 Headington Road
 Placerville CA 95667
 Phone: (530) 642-4909
 Fax: (530) 642-9238

RICHARD W. SHEPARD, P.E.
 Director of Transportation

 Internet Web Site:
<http://co.el-dorado.ca.us/dot>

MAIN OFFICE:
 2850 Fairlane Court
 Placerville CA 95667
 Phone: (530) 621-5900
 Fax: (530) 626-0387



September 15, 2006

Board of Supervisors
 330 Fair Lane
 Placerville, California 95667

Title: California Tahoe Conservancy License Agreement for the Angora Creek Stream Environment Zone Restoration Project (JN 95147)

Meeting Date: October 24, 2006

District/Supervisor: District V/Supervisor Santiago

Dear Members of the Board:

Recommendations:

The El Dorado County (County) Department of Transportation (Department) recommends your Board of Supervisors (Board) authorize the Board Chairman to sign License Agreement CTC 20060921_El Dorado County for the Angora Creek Stream Environment Zone (SEZ) Restoration Project (Project), to allow construction, inspection, repair, and maintenance of improvements on California Tahoe Conservancy (CTC) parcel APN 33-552-06.

Reasons for Recommendations:

The Department and the previous owner of APN 33-552-06 negotiated for a period of two years during which the owner offered to donate the parcel to the County for the Project. During the past several months, the CTC conducted a search of deed restricted unbuildable parcels and sent offers to the owners, not realizing that some of the parcels might be potential acquisitions by local jurisdictions. Subsequently, the CTC has now closed escrow and owns the subject parcel.

There are improvements in and near Angora Creek on this CTC parcel resulting from construction of the Project. Exhibit A describes the APN and the improvements for the parcel. Exhibit B is a map of the APN and improvements.

The CTC has prepared the standard License Agreement to grant the County permission to access, inspect, repair, and maintain the constructed improvements.

Fiscal Impact:

There is no Fiscal Impact associated with the License Agreement.

Net County Cost:

There is no cost to the County General Fund.

Action to be Taken Following Approval:

- 1) After the Board Chairman signs the License Agreement, the Board Clerk will complete the All-Purpose Notary Acknowledgement provided.
- 2) The Board Clerk will send the License Agreement and the All-Purpose Notary Acknowledgement to the Department for processing to the CTC for signature.
- 3) Upon receipt of the signed originals from the CTC, the Department will send the Agreement to the Recorder/Clerk's office for recordation.
- 4) Following recordation, the Department will forward a fully-executed original to the Board office.

Sincerely,



Richard W. Shepard, P. E.
Director of Transportation

RWS:JG:tw
Attachments

California Tahoe Conservancy License Agreement for Stream Environment Zone (SEZ)
 Project Access for the Angora Creek SEZ Restoration Project

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:
 Department: Transportation
 Dept. Contact: Janel Gifford/Tim Prudhel
 Phone: 7909/5974
 Department Head
 Signature: *T. Prudhel* 09.21.06
 Tim Prudhel
 Contract Services Officer

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

EL DORADO COUNTY COUNSEL
 2006 SEP 21 PM 1:30
Hand Returned

CONTRACTING DEPARTMENT: Transportation
 Compliance with Human Resources requirements? Yes: N/A No: _____
 Compliance verified by: _____

COUNTY COUNSEL: (must approve all contracts and MOUs)
 Approved: Disapproved: _____ Date: 9/21/06 By: Juan Beck
 Approved: _____ Disapproved: _____ Date: _____ By: _____

09/25/2006
 TRISH B
 300600
 [Signature]

RECEIVED
 DOT
 2006 SEP 20 PM 2:00

DATE	ATTN	DEPT	BY	Index Code: 303000	User Code: 95147 J
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RISK MANAGEMENT:
 Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

Risk Management 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: _____

Golden State Notary Acknowledgment Form

State of California }
County of _____ } ss.

On _____ before me, _____,
personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Seal

Signature of Notary

Notes

Please provide information about the document that this form is attached to.
This is not required under California State notary public law.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

El Dorado County
Department of Transportation
924 B Emerald Bay Road
South Lake Tahoe, CA 96150

Mail Tax Statements to above.
Exempt from Documentary Transfer Tax
Per Revenue and Taxation Code 11922

Above Section For Recorder's Use

License Agreement between the California Tahoe Conservancy and the County of El
Dorado for Stream Environment Zone Project access to Conservancy-Owned
Properties

Project: Angora Creek Stream Environment Zone Restoration Project
APN: 33-552-06

Angora Creek SEZ 1

License Agreement Between The California
Tahoe Conservancy and the County of El Dorado
For Stream Environment Zone Project Access
to Conservancy-Owned Properties

This Agreement is entered into this 21st day of September, 2006, by and between the State of California acting by and through the California Tahoe Conservancy, (hereinafter "the Conservancy") and the County of El Dorado (hereinafter "the County").

Recitals

WHEREAS, pursuant to its authority under Government Code Section 66906.7, the Conservancy awarded a grant to the County for the construction of Stream Environment Zone (SEZ) Restoration, erosion and siltation control facilities;

WHEREAS, some of the restoration and erosion control work undertaken by the County may be confined to the existing roadways, embankments, gutters, pathways and drainage ditches within the right-of-way of roads maintained by the County;

WHEREAS, some of the work will extend beyond the road right-of-way and onto adjoining properties;

WHEREAS, the County desires access to the Conservancy lands adjoining the road right-of-way for access, construction, irrigation and maintenance and in order to perform tree thinning and removal, grade inset floodplain, revegetation, and rootwad bank revetment, as more particularly described in Exhibit B ("the Improvements");

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

WHEREAS, the Conservancy previously granted license number CTC-06-21-04 on June 1, 2004 for similar work on other real properties in this area and the Conservancy desires to provide a license to cover work on additional real property; and

WHEREAS, pursuant to Government Code Section 66907.8 and its duly adopted resolution of September 15, 2006, the Conservancy may give licenses for stream environment zone restoration and erosion control purposes.

NOW THEREFORE, in consideration of the mutual covenants, terms, restrictions and conditions hereafter set forth, the Conservancy and the County 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 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.

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 County or duly authorized contractor performing construction pursuant to a Conservancy or County 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 County solely for the purpose of access to the Conservancy lands adjoining the road right-of-way for access and for construction, irrigation and maintenance and in order to perform tree thinning and removal, grading inset floodplain, irrigation and maintenance, rootwad bank revetment, conducting surveys, re-vegetating and maintaining exposed soils and incidental purposes related thereto.

Condition Precedent to Construction

In addition to any other conditions contained herein, improvements shall not be constructed on the Property until the Executive Officer of the Conservancy has approved the construction plans.

Maintenance

The County shall be obligated to operate and maintain any improvements it constructs on the Property for purposes of SEZ restoration. Where the improvements are being constructed pursuant to an SEZ or 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 in a manner consistent with the terms and provisions of the grant agreement. The County may be excused from its maintenance 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 project obsolete or impracticable to rebuild.

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Dear Sir,

I have the honor to acknowledge the receipt of your letter of the 14th inst.

and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

I am, Sir, very respectfully,
Yours faithfully,

J. H. [Name]

Standards of Workmanship

All work undertaken by the County 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. The County shall seek all permits, license and/or approvals applicable to the repair and operation of the facility 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. All such permits shall list the Conservancy as co-permittee. The Conservancy shall have the right to use and occupy the Property provided said use and occupancy does not interfere with the construction, operation and maintenance of the project.

Liability and Indemnification

The County 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 the Conservancy, from any cause or causes reasonably related to the County's presence or activities on the Property, except for matters arising out of the sole and active negligence of the Conservancy.

The County 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 County's presence or activities on the Property except for matters arising out of the sole and active negligence of the Conservancy.

Fees and Assessments

The County 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 County on demand.

The County covenants and agrees to keep the Property free from any mechanic's or materialmen's liens claimed by any person, firm or corporation employed by or on behalf of the County for any work or services performed under this Agreement. In the event of the filing of any such liens, the County shall cause such lien to be released within five (5) days after the Conservancy's written notice to do so. The County 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.

Prior Encumbrances

This Agreement is subject to all easements, leases, liens, conditions, restrictions, encumbrances and claims of title which may affect the Property. The County 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, County, State or Federal law, order, rule, regulation or ordinance.

Assignment

Without the written consent of the Conservancy or its successors or assigns, the County'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 County's assignee.

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.

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 County, 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.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CALIFORNIA TAHOE CONSERVANCY

Executive Officer

Date: _____

COUNTY OF EL DORADO

Chairman, Board of Supervisors

Date: _____

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Date: _____

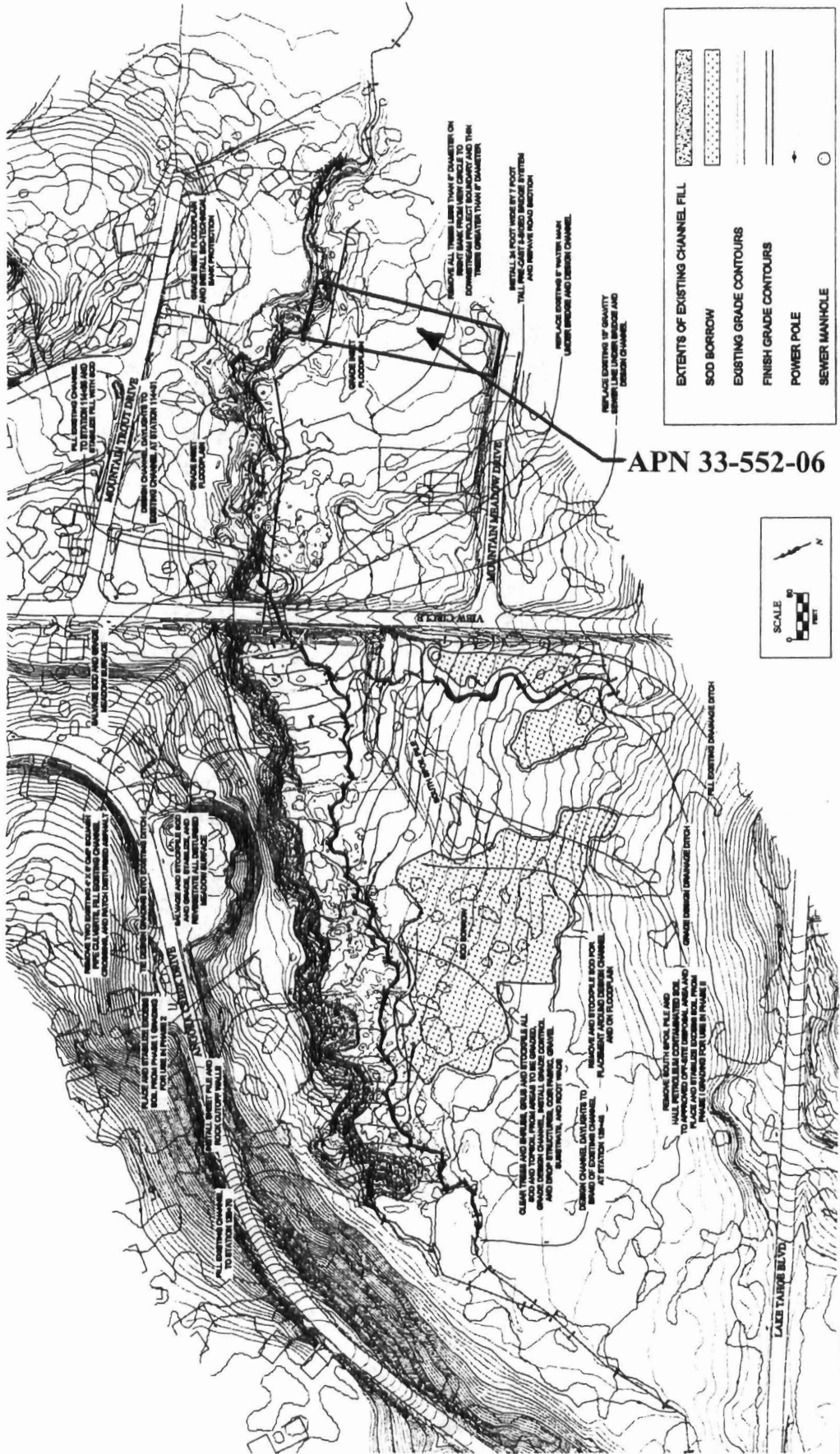
Exhibit A

The land herein referred to is described as follows:

All that certain real property lying in the unincorporated area, State of California, County of El Dorado, described as follows:

APN	PROPOSED IMPROVEMENTS
33-552-06	Tree thinning and removal, access for construction, grade inset floodplain, revegetation, rootwad bank revetment, irrigation, maintenance

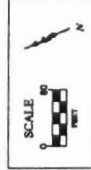
PROJECT CONSTRUCTION OVERVIEW



APN 33-552-06

LEGEND

- EXTENTS OF EXISTING CHANNEL FILL
- SOD BORROW
- EXISTING GRADE CONTOURS
- FINISH GRADE CONTOURS
- POWER POLE
- SEWER MANHOLE



<p>GMA GRAHAM MATTHEWS & ASSOCIATES Hydrology - Consulting - Survey Services 1000 S. GARDEN AVENUE, SUITE 100 SANTA ANA, CALIFORNIA 92705 (714) 441-1111</p>		<p>DATE: 08/14/11 SCALE: 1"=40' PROJECT NUMBER: 11-001 DATE: 11/08/11</p>	<p>SHEET: 3 3 OF 32 REV. NO. 00000</p>
<p>ANGORA CREEK STREAM ENVIRONMENT ZONE RESTORATION PROJECT EL DORADO COUNTY, CALIFORNIA</p>			

