

MEMORANDUM OF UNDERSTANDING #09-0506
BETWEEN THE COUNTY OF EL DORADO
AND THE CITY OF SOUTH LAKE TAHOE
FOR THE CONSTRUCTION OF THE EL DORADO BEACH
IMPROVEMENT PROJECT IN THE SOUTH LAKE TAHOE
RECREATIONAL AREA
AMENDMENT I

This Amendment I to that Memorandum of Understanding (MOU) #09-0506, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and the City of South lake Tahoe (hereinafter referred to as "City"), a municipal corporation. For purposes of this MOU, the County and the City are each a "Party" and are sometimes referred to as the "Parties";

RECITALS

WHEREAS, Parties have agreed to improve the property known as the South Lake Tahoe-El Dorado Recreational Area, in accordance with Memorandum of Understanding #90-0506, dated January 26, 2010, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to revise the scope of services of said MOU, hereby amending **SECTION II - SCOPE OF BEACH IMPROVEMENT PROJECT**; and

WHEREAS, the parties hereto have mutually agreed to amend **SECTION III.A - OWNERSHIP, CONDITIONS TO AGREEMENT AND LEASE AND CONDITION OF LEASE EXTENSION**; and

WHEREAS, the parties hereto have mutually agreed to amend **SECTION IV – COOPERATIVE APPLICATION FOR FUNDING, GRANT ADMINISTRATION RESPONSIBILITIES**; and

WHEREAS, the parties hereto have mutually agreed to amend **SECTION VII – GENERAL TERMS AND CONDITIONS, H. Notice of Parties and J. Administrator**; and

NOW THEREFORE, the parties do hereby agree that Memorandum of Understanding #90-0506 shall be amended a first time as follows:

SECTION II**SCOPE OF BEACH IMPROVEMENT PROJECT:**

The Beach Improvement Project will involve the implementation of water quality measures and improvements to recreational features of the waterfront area in accordance with a conceptual plan as presented to the Board of Supervisors on August 26, 2008 (Phase I Conceptual Plan). Maps depicting the Beach Improvement Project are attached hereto, identified as Attachment 2 Beach Improvement Project Map and Attachment 4 Restroom Relocation and Reconstruction Project and incorporated herein by reference. The Beach Improvement Project Phase 1 improvements shall include, but are not limited to, storm-water infiltration areas, pervious paving, stabilization of the bluff to reduce erosion at the lake-edge, terraced seating areas for lake viewing, ADA accessible viewing areas, improved picnic and barbeque areas, a small building with City operated concessions for food, a restroom, a small building for non-motorized water crafts, a cantilevered lake overlook, an upgraded Class I bike path, and a new waterfront plaza for community recreation, which was completed in March of 2012. This Amendment encompasses Phase 2 improvements which shall include, but are not limited to reconstruction of the existing restrooms to meet Americans with Disability Act (ADA) requirements and standards for winterization, up to six stalls for women and six facilities for men, retrofit modifications of the existing drinking fountain to make it wheelchair accessible, paving pedestrian walkways and ramps, and adding parking lot safety lighting. Hereinafter Phase 1 and Phase 2 will be referred to as Beach Improvement Project Improvements.

SECTION III.**OWNERSHIP, CONDITIONS TO AGREEMENT AND LEASE AND CONDITION OF LEASE EXTENSION:**

A. The Beach Improvement Project is located on real property owned by the County and leased by the City ("Leased Property") in accordance with a Lease of Real Property Agreement commencing on July 1, 1968 for a term of 55 years and memorialized in an Agreement dated December 12, 1982, fully executed and amended in December 1986 ("Lease Agreement"). This MOU is contingent on the full execution of an amendment to the Lease Agreement accomplishing a Lease Extension to conform to the anticipated funding agreement(s). Accordingly, the Parties shall execute such amendment prior to the award of any contract for the construction or implementation of the Beach Improvement Project. The Lease Extension covers the El Dorado Beach Portion (Phase 1) and the Restroom Relocation and Reconstruction Portion (Phase 2) of the Lease Property as defined in the amendment to the Lease Agreement.

SECTION IV

COOPERATIVE APPLICATION FOR FUNDING, GRANT ADMINISTRATION RESPONSIBILITIES:

The City has accepted funds or grants in its name allocated by the California Tahoe Conservancy for the El Dorado Beach Portion (Phase 1) of The Beach Improvement Project. The Restroom Relocation and Reconstruction Portion (Phase 2) of The Beach Improvement Project has been allocated with funding through the California Department of Boating and Waterways. The City shall have the responsibility to administer and comply with the requirements and obligations set forth therein including but not limited to fiscal control, accounting, record keeping, invoice and other administrative tasks.

SECTION VII - GENERAL TERMS AND CONDITIONS:

H. Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
ATTN: Kim Kerr, Assistant Chief Administrative Office

Chief Administrative Office
Parks Division
330 Fair Lane
Placerville, CA 95667
ATTN: Vickie Sanders, Parks Manager

or to such other location as the County directs

with a carbon copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Terri Daly, Purchasing Agent

Notices to City shall be addressed as follows:

Nancy Kerry
City Manager
City of South Lake Tahoe
1901 Airport Rd., Ste. 203
South Lake Tahoe, CA 96150

or to such other location as the City directs.

J. Administrator: The County Officer or employee with responsibility for administering this MOU is Vickie Sanders, Parks Manager, Parks Division, Chief Administrative Office or successor.

Except as herein amended, all other parts and sections of that Memorandum of Understanding #09-0506 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Vickie Sanders
Parks Manager
Parks Division, Chief Administrative Office.

Requesting Department Head Concurrence:

By: _____ Dated: _____
Kimberly Kerr
Assistant Chief Administrative Officer
Chief Administrative Office

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Memorandum of Understanding #90-0506 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Norma Santiago, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CITY OF SOUTH LAKE TAHOE --

By: _____
Tom Davis
Mayor
"City"

Dated: _____

ATTEST:
_____, City Clerk

By: _____

Dated: _____

(dem)

(MOU#09-0506)