



City of South Lake Tahoe Special City Council

Meeting Agenda

Tuesday, July 14, 2026 at 12:00 pm

City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

Amended Agenda Moving Item 3 Under Public Hearing

City Council

Cody Bass, Mayor
Keith Roberts, Mayor Pro Tem
Scott Robbins, Councilmember
David Jinkens, Councilmember
Heather Horgan, Councilmember

Mission of the City Council

We provide responsive and effective local government by maintaining a safe, livable, and well-managed city through smart investment, reliable services, and thoughtful planning.

Notice Requirements

Government Code section 54956 et seq. (The Brown Act) states that SPECIAL MEETINGS require twenty-four hour (24) notice be provided to members of legislative body and media outlets including brief general description of matters to be considered or discussed. The order of Agenda items are listed for reference and may be taken in any order deemed appropriate by the legislative body.

Every reasonable effort will be made to accommodate any person needing special assistance to participate in this meeting. Contact the City Clerk at (530) 542-6005 in advance of the meeting for assistance [28 CFR 35.102.35.104 ADA Title II and Brown Act Government Code Sections 54953.2, 54954.1, 54954.2, and 54957.5].

Public Participation

City Council meetings are held in person at the time and location listed on this agenda. A public agenda packet is available for review at City Hall, 1901 Lisa Maloff Way, on the City's Website at www.cityofslt.us, or by contacting the City Clerk's Office, (530) 542-6005 or sblankenship@cityofslt.us
Providing Public Comment:

Remote Public Participation: If you would like to participate remotely, please join the ZOOM meeting by using this link: <https://us02web.zoom.us/j/85957107938> If you would like to make a comment, wait for the agenda item to begin, then press the "raise hand" button. Meetings are also live-streamed (for viewing only) on Channel 21, the City website at www.cityofslt.us, and YouTube at <https://www.youtube.com/channel/UC3LYne8lh-kTPLnnuyJW9SQ/live>

Note: The Mayor reserves the right to conduct the meeting with in-person public participation only, if there is a technology malfunction that precludes the use of remote public participation.

In Person: Every agenda for regular meetings provides an opportunity for members of the public to directly address the legislative body (City Council), on any item of public interest which is within the

jurisdiction of the City Council during Public Communications. For items on the agenda or in connection with any item which the City Council will consider, the public is given the opportunity to comment before or during the City Council's consideration of the item [Government Code Section 54954.3(a)].

In Writing: Written comments received by 3 p.m. the day before the meeting will be distributed to City Council prior to the meeting. Written public comment regarding any item on this agenda may be sent to PublicComment@cityofslt.us. When emailing comments, identify the agenda item number in the subject line to which your comments relate. Any such comment that is a public record and is emailed to PublicComment@cityofslt.us or otherwise provided to a majority of the City Council before the meeting will be made available for public inspection during normal business hours at the City Clerk's Office located at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe [Government Code Section 54957.5(b)]. Written comments will not be read out loud during the meeting.

Spanish Interpretations: The public may access Spanish interpretation using the ZOOM link listed on the front of the Agenda from an internet device (smartphone, laptop, tablet, home computer) with audio capabilities and selecting the Spanish language option. Persons without an internet device may attend the meeting in -person and a device will be provided while supplies last. Requests for interpreter services to offer public comment may be made by contacting the City Clerk.

The City Council Chambers meeting facility is accessible to people with disabilities. Every reasonable effort will be made to accommodate any person needing special assistance to attend this meeting. Contact the City Clerk at (530) 542-6005 at least 48 hours in advance of the meeting for assistance [28 CFR 35.102.35.104 ADA Title II and Brown Act Government Code Sections 54953.2, 54954.1, 54954.2, and 54957.5].

Call to Order / Pledge of Allegiance

Roll Call

Consent

1. Resolution Ratifying Application for Cycle 8 of the Active Transportation Program Funding for the Dennis T. Machida Memorial Greenway Phase 1c Project.
Requested Action / Suggested Motions: Pass a Resolution ratifying the application to the California Transportation Commission for planning, design and construction of the Dennis T. Machida Memorial Greenway Trail Phase 1c project.
CEQA Determination: Submittal of this grant application is statutorily exempt from review under CEQA Guidelines section 15262 (planning and feasibility studies). "A project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or negative declaration but does require consideration of environmental factors. This section does not apply to the adoption of a plan that will have a legally binding effect on later activities".
Responsible Staff Member(s): Emily Dougherty, Associate Transportation Planner
[01-Staff Report-ATP Grant Application.docx](#)
[02-Resolution_ATP_Grant_Application-c1 1.docx](#)
2. Communications Site License Agreement between The City of South Lake Tahoe and the County of Placer
Requested Action / Suggested Motions: Pass a motion authorizing the Mayor execute the Site License Agreement with Placer County.
Responsible Staff Member(s): Jeff Roberson, Police Chief
[01-Staff_Report-Site_License_Agreement_Placer_County.docx](#)
[02-South Lake Tahoe-Placer County License Agreement Approved by Placer BOC 03-12-24.pdf](#)
[03-QE_Declaration_Acceptance_20240509_143017.pdf](#)

Public Hearing

3. Extending the Urgency Ordinance Establishing a Temporary Moratorium on Approval of New Tobacco Retailer Applications for All Purposes Pending the Study and Development of Reasonable Regulations
Requested Action / Suggested Motions: Pass a motion adopting an Ordinance extending Urgency Ordinance 2026-1205 by 10 months and 15 days, pending further study or adoption of a permanent ordinance regarding tobacco sales.
Responsible Staff Member(s): Anna Kashuba, Senior Planner
[01_TobaccoRetailUrgencyOrd_StaffReport_20260717.docx](#)
[02_ProximityofTobaccoRetailerstoSchools.pdf](#)
[03_Extension_of_Urgency_Ordinance_2026-1205.docx](#)
[04-Public Notice](#)

New Business

4. LA28 Olympic Torch Relay Invitation Letter and Agreement
Requested Action / Suggested Motions: Pass a Resolution authorizing the Mayor to sign the LA28 Torch Relay Agreement and designates the Mayor Pro Tem and City Manager as points of contact.
Responsible Staff Member(s): Hilary Roverud, Interim City Manager
[01-Staff_Report_LA28](#)
[02-Resolution_LA28](#)
[03-LA28 Torch Relay Agreement](#)

Agenda Planning Calendar

5. Agenda Planning Calendar
Requested Action / Suggested Motions: Identify, with consent of at least two Council Members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member(s): Susan Blankenship, City Clerk and Hilary Roverud, Interim City Manager
[APC 07 09 2026.pdf](#)

Closed Session

1. Conference with Labor Negotiator – Govt. Code section 54957.6
Designated Representatives: Dan Bardzell, Assistant City Attorney and Sergio Rudin, Interim City Attorney
Unrepresented Employee: City Manager

Closed Session Report

Adjournment

I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday, July 14 2026, Special City Council Meeting was posted and available for review on Friday, July 10, 2026, at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City's website at <https://www.cityofslt.us>.
Signed July 10, 2026

\\sb\\ Susan Blankenship, Elected City Clerk

Republished and posted July 13, 2026, 9 a.m. Moving Item 3 Under Public Hearing



City of South Lake Tahoe

Report to City Council

Meeting Date: July 14, 2026

Title: Ratification of Authorization to Apply for Cycle 8 of the Active Transportation Program Funding for the Dennis T. Machida Memorial Greenway Trail Phase 1c

Location: Pioneer Trail (Herbert Avenue to Ski Run Boulevard)

Responsible Staff Member: Emily Dougherty, Associate Transportation Planner
530-542-6070

Background: The Dennis T. Machida Memorial Greenway Trail will connect the Tahoe Sierra Neighborhood to Van Sickle Bi-State Park via a series of paved bicycle and pedestrian trails, completing the core of the non-motorized transportation network in the South Shore. Previously known as the South Tahoe Greenway Shared Use Trail, the original project approval and preliminary designs occurred in 2011 and were amended in 2016.

Phase 1a of the Greenway extends between Herbert Avenue and Glenwood Way in the heart of the Bijou neighborhood in South Lake Tahoe. This project phase was built in 2016 and is open to public use.

Phases 1b and 2 of the Greenway extend the trail south across Bijou Creek Meadow, crossing Al Tahoe Boulevard to Lake Tahoe Community College (LTCC). From LTCC, the trail crosses Trout Creek and Martin Avenue to provide a safe route to Sierra Boulevard in the Tahoe Sierra neighborhood. This project connects to the City of South Lake Tahoe's Sierra Boulevard "complete streets" project and extends the bike trail network to the U.S. Highway 50 revitalization project. Phases 1b and 2 were completed in 2021 and are open to public use.

Phase 1c of the Greenway will extend from Herbert Avenue to Ski Run Boulevard. The original alignment for Phase 1c begins at the easterly terminus of Phase 1a at Herbert Avenue, crosses into CTC owned land, then veers up to, and along the Pioneer Trail right of way to the limits of Ski Run Boulevard. This proposed alignment along the north side of Pioneer Trail comprises several design issues including limited site distance, insufficient right of way width, topography elevation changes, and property acquisition concerns that have prevented this section of the Greenway from moving forward.

To support Phase 1c of the Greenway, the City was awarded an \$800,000 grant from the California Tahoe Conservancy (CTC) accepted by City Council on April 23, 2024. The City has been utilizing the CTC grant funds to complete the feasibility studies and pre-acquisition activities related to the easements needed to construct the original alignment. The City will also use the CTC grant funding to update the environmental document to move forward with the design of the project. The grant funds from CTC will allow the City to develop up to 60% designs for the alignment to support the environmental analysis so the City is seeking additional funding to support the project through full construction.

Issue and Discussion: The City has submitted an application for Cycle 8 of the Active Transportation Program (ATP) on June 22, 2026 to request an additional \$8,000,000 to allow for the development of the engineering plans to 100% design, including public outreach, the update to the environmental analysis and the construction of approximately 3,000 linear feet of a Class I shared use trail. However, the Director of Public Works inadvertently did not request authorization from Council prior to submitting the application.

This requested action will ratify the authorization for the Director of Public Works to submit a grant application for an additional \$8,000,000 in grant funds to advance the project to fruition.

Financial Implications: If successful on the City's application, the ATP grant from the California Transportation Commission would provide an additional \$8,000,000 to complete public outreach meetings, environmental review, and completion of detailed engineering drawings for the preferred (original) alignment. This grant has no match requirement and will allow the City to build on the previously completed survey and feasibility assessments. No additional funds are being requested from the City's General Fund at this time.

Environmental Considerations: Submittal of this grant application is statutorily exempt from review under CEQA Guidelines section 15262 (planning and feasibility studies). *"A project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or negative declaration but does require consideration of environmental factors. This section does not apply to the adoption of a plan that will have a legally binding effect on later activities".*

Policy Implications: Authorizing this grant application will potentially fund the design and environmental work for the Dennis T. Machida Greenway 1c Project that will advance the City Council Strategic Priorities and Goals, specifically *Priority 7: Recreation and Equitable Access for All*.

- Priority 7.3 – Increase connectivity and safety
- Priority 7.7 – Continue to improve access for people of all abilities to all public spaces.

Resolution 2026-XXX

Adopted by the City of South Lake Tahoe
City Council

July 14, 2026

Ratification of Authorization to Apply for a Grant through the Active Transportation Program (ATP) for the Dennis Machida Memorial Trail Phase 1c BACKGROUND

- A. The City of South Lake Tahoe has designated the Dennis Machida Memorial Trail Phase 1c a viable and desired project.
- B. The California Transportation Commission is open to accepting a grant application to fund planning, design, environmental and construction to advance Phase 1C of the Greenway.
- C. The City has submitted an application for Cycle 8 of the Active Transportation Program (ATP) on June 22, 2026 to request an additional \$8,000,000 to allow for the development of the engineering plans to 100% design, including public outreach, the update to the environmental analysis and the construction of approximately 3,000 linear feet of a Class I shared use trail. However, the Director of Public Works inadvertently did not request authorization from Council prior to submitting the application.
- D. Upon award of the grant the Public Works Department will return to the City Council to authorize execution of a grant agreement and request budget appropriations upon notification of a grant award.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

- 1. Ratifies the submission of a grant application to the California Transportation Commission for planning, design and construction of the Dennis T. Machida Memorial Greenway Trail Phase 1c project by the Director of Public Works.

Adopted by the City of South Lake Tahoe City Council on July 14, 2026 by the following vote:

Yes:

No:

Absent:

Abstain:

Date:_____

Resolution 2026-
XXX

Cody Bass, Mayor

Attest:

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Resolution 2026-
XXX

2026

Page 2 of 2

July 14,



City of South Lake Tahoe

Report to City Council

Meeting Date: July 14, 2026

Title: Communications Site License Agreement between the County of Placer and City of South Lake Tahoe, CA

Location: Citywide

Responsible Staff Member: Jeff Roberson, Chief of Police

Background: As part of the public safety radio upgrade authorized by City Council in 2019 a new radio tower was installed at the police department for the purpose of enhancing public safety communications.

Issue and Discussion: Placer County covers a significant portion of the northwest of Lake Tahoe from Tahoma to Kings beach including Tahoe City. Placer County has a communications shadow caused by the mountains on the west shore of the lake and was looking for a solution with which to improve public safety communications for their personnel.

The installation of microwave radio equipment on the tower at the South Lake Tahoe Police Department would allow Placer County to enhance public safety communications coverage on the west shore by eliminating the shadow.

Placer County sought and obtained a site audit confirming that this tower location would enhance their public safety radio communications. Additionally, Placer County sought and obtained a Qualified Exemption from the Tahoe Regional Planning Agency for the installation of this equipment.

Planning for this Placer County equipment was started in 2023 with the original intent to have this Site License Agreement and equipment in place in 2024. However, there were technical setbacks with the installation, testing, and acceptance of the South Lake Tahoe local radio system. (Former) Chief Stevenson chose not to authorize this Site License Agreement until these local radio issues were resolved and the installation of the Placer County equipment could be done without negative implication to the quality of radio transmission locally.

In 2026, the system was accepted and in consultation with the Project Manager for the City radio project, our City IT division, and inhouse radio auditors; the addition of the Placer County equipment met with no objections.

This Site License Agreement had been approved by the Placer County Board of Supervisors in 2023, and the language included is still authorized. Notably, the only dated issue in this agreement is the CPI increases that were to start in 2025. The current version of the Site License Agreement is still viable, as is the payment schedule if currently adopted; this would immediately see two CPI increases, one from July of 2025 and another from July of 2026. This has been confirmed by a Placer County representative.

Staff requests and recommends that the City Council authorized the Mayor to execute this site license agreement allowing Placer County to place microwave radio equipment on the tower and in the radio shelter below the tower.

Financial Implications: The County of Placer will pay the City of South Lake Tahoe \$6000 annually with CPI (San Francisco/Hayward) increases starting July 1, 2025. The City will bill the County annually for the agreed-upon amount. Revenue will be deposited into the Police Administration account (100-02110-36272), line item “Communications Reimbursements”.

Environmental Considerations: This is not a ‘project’ subject to review under the California Environmental Quality Act (CEQA) under CEQA guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies).

Policy Implications: This agreement supports City Strategic Priority Three: Ensure Public Safety.

AGREEMENT NO: CAT-23-007
LICENSOR: CITY OF SOUTH LAKE TAHOE

COMMUNICATIONS SITE LICENSE AGREEMENT
1352 JOHNSON BLVD,
SOUTH LAKE TAHOE, CA 96150

THIS COMMUNICATIONS SITE LICENSE AGREEMENT ("License") is made and entered into this day of _____, by and between the City of South Lake Tahoe, a political subdivision of the State of California, hereinafter called ("City," "Licensor," or "Landlord"), and the County of Placer, a political subdivision of the State of California, hereinafter called ("Licensee"). City and Licensee are sometimes hereinafter each singularly referred to as "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, City owns that certain real property located at 1352 Johnson Boulevard, South Lake Tahoe, CA 96150 (the "Property") as shown on Exhibit 1; and

WHEREAS, City maintains and operates on the Premises a telecommunications facility, consisting of an equipment vault, tower and appurtenances, for public safety communications (the "Facility"), and City can make said Facility available for license to other public entities for public safety communications purposes, consistent with City programs and needs; and

WHEREAS, Licensee wishes to install its telecommunications equipment in the Facility, and City is willing to grant Licensee a license (the "License") to do so in exchange for an annual \$6,000 fee, plus annual Consumer Price Index ("CPI") increases as updated annually for CPI-U San Francisco-Hayward starting July 1, 2025, and subject to the terms and conditions set forth below.

NOW AND THEREFORE, City is willing to grant Licensee this License in exchange for an annual \$6,000 fee and subject to the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. **RECITALS.** The Recitals set forth above are incorporated by reference into this License as though set forth in full herein.
2. **AREA LICENSED.** City does hereby license to Licensee non-exclusive use of space in an equipment vault rack and Tower in the Facility. Licensee's use is limited to the areas depicted on Exhibit 2 ("Vault Rack Layout"), Exhibit 3 ("Site Premises") and Exhibit 4 ("Tower"). Licensee understands that its use of the Premises and Facility are non-exclusive to Licensee and are shared with other licensees operating similar telecommunications equipment.
3. **USE.** City grants to Licensee a limited, nonexclusive and revocable License to install, maintain and operate radio communications equipment as defined in Exhibits 2, 3 and 4

("Equipment") for the sole purpose of establishing a public safety communications system subject to the restrictions herein.

City, at its sole cost, shall maintain the Facility, and all of the City equipment located thereon. Licensee shall not be responsible in any manner for the maintenance and repair of the Facility or equipment belonging to City or other licensees. Licensee, at its sole expense, shall be responsible for the maintenance and upkeep of its own equipment.

Subject to the terms and conditions herein, Licensee shall comply with the applicable provisions of the California Environmental Quality Act in its installation of any Equipment at the Facility.

If the Facility is destroyed, City shall decide, at its sole discretion, whether to replace the Facility. If City chooses to do so, Licensee may be granted the opportunity to reestablish its Equipment within the new facility. Should the Facility be damaged or destroyed, the City may, but is not required to, allow Licensee to place temporary Equipment at the Facility, in a location and manner specified by the City. Should the damage and destruction be such that City chooses not to rebuild the Facility, this License will be deemed terminated. Licensee agrees and hereby does waive any claims for damages against the City stemming from or related to the destruction of or damage to the Facility.

City assumes no liability for loss or damage to Licensee's Equipment. Licensee agrees that City is not responsible for providing security at the Facility where Licensee's equipment is stored or located, and Licensee hereby waives any claim against City in the event Licensee's Equipment is lost or damaged.

City has the right to require Licensee to relocate its equipment within the Facility. Any request made under this section will provide 60-days' notice. In responding to a request made under this section, Licensee can choose to relocate its equipment per the City's request or terminate this License. Licensee will be solely responsible for all costs associated with relocating its equipment.

4. **ACCESS.** The Facility will be locked. City will provide Licensee with an access key. Using the access key, Licensee and its properly qualified and authorized agents and employees shall have the right to access the Facility during regular business hours (8:00 a.m. through 4:00 p.m. PST, Monday through Friday, excluding holidays) during the term of this License (weather permitting), for the sole purpose of operating and/or maintaining its Equipment.

If Licensee's Equipment is operated or maintained by anyone other than Licensee's regular employees, the admission of such persons to said site shall be permitted only upon advance written consent of City. City, at its sole discretion, has the right to exclude Licensee's contractors from the Premises for any reason at any time.

To avoid disturbing the Landlord, Licensee may access the site outside the regular business hours specified above for public safety situations only, such as the radio equipment not functioning during a fire.

If Licensee requests City staff to visit the Facility outside regular business hours, as defined above, City will bill Licensee for associated City staff time.

City hereby grants to Licensee a non-exclusive right to use the road and parking area that serves the Facility, said right shall be subject to the terms and conditions of this License and the following specific terms and conditions:

- A. Licensee shall exercise said right through its authorized agents, employees, contractors, or servants whenever it is necessary for them to have access to Licensee's Equipment, now or hereafter located on said Facility.
 - B. Licensee shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use. Licensee shall, at its expense, promptly repair any abnormal or excessive road damage caused by its use during the term of this License.
5. **TERM.** This License Agreement shall not be effective until: (1) the activities to be permitted by the License Agreement have been approved pursuant to the City of South Lake Tahoe's requisite site design process, (2) all Tahoe Regional Planning Agency permitting requirements have been satisfied, (3) the License Agreement has been approved by the South Lake Tahoe City Council, and (4) the License Agreement has been signed by all parties to this License Agreement pursuant to paragraph 33, *et seq.* (the "Effective Date.") The License term ("Term") shall begin on the Effective Date and shall terminate on December 1, 2033, unless the Parties agree in writing to extend the Term, or the City exercises its right to revoke the License at an earlier date consistent with paragraph 6.
6. **TERMINATION.** Either Party may terminate this License for any reason or no reason upon 6-months advance written notice to the other. Licensee must remove its Equipment by the end of the 6-month notice period. If Licensee fails to remove its equipment, Licensee agrees and acknowledges that City shall be entitled to remove Licensee's Equipment and recover associated costs from Licensee.

Licensee, upon termination of this License, shall peaceably and quietly leave, surrender, and yield to City the Property, Premises, and Facility in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted. Upon termination, a qualified City representative shall inspect the Property, Premises, and Facility to determine if Licensee left them in the condition specified in this section. In the event damage has occurred, Licensee shall assume liability for the cost to restore the Property, Premises, and/or Facility to the condition specified herein. Any and all costs billed to City by Landlord based on damage caused to the Property, Premises, and/or Facility by Licensee shall be paid by Licensee to City within two weeks of written notice thereof.

All improvements constructed or placed in or on the Facility by Licensee, including, all wires, equipment, and other property, shall remain the property of Licensee and shall be removed by Licensee, at its sole cost and expense, within thirty (30) days after termination of this License. Should Licensee fail to do so within thirty (30) days after termination, City may remove the Equipment and property at the risk of Licensee, and all cost and expense of such removal as aforesaid shall be paid by Licensee on demand. Licensee may, with the written consent of City, abandon in place any and all of said improvements, whereupon title to said improvements as abandoned by Licensee shall vest in City.

7. **LICENSE FEE.** A license fee of \$6,000 ("Fee") is due and payable from Licensee to City annually on July 1st. If the commencement date occurs after July 1 in a given year, the payment will be prorated according to the number of days left in the year after commencement. The initial payment will be paid within 30 days of commencement.

Starting July 1, 2025, the Fee will increase annually as updated by the Consumer Price Index for the February CPI-U San Francisco-Hayward.

For any payment of the Fee that is not made within thirty (30) days of its due date, Licensee agrees to pay a late charge of ten percent (10%) of the Fee amount then in effect. All past due amounts shall accrue interest at the rate of ten percent (10%) per annum. Interest shall begin to accrue the first day of the month after the month in which the applicable Fee was due. There will be no late charge for any Fee due prior to the execution of this License.

All payments shall be made to:

City of South Lake Tahoe, Police Department Support Division
Attention Support Lieutenant
1352 Johnson Blvd.
South Lake Tahoe, CA 96150
Telephone: 530-542-6110

8. **UTILITIES.** City will provide electrical service for Licensee's use. The cost for reasonable electricity use is included in the Fee. City will make every effort to assure that all parties receive power. If backup power is available at the site, City will provide access to the backup power sources to Licensee's equipment.
9. **STANDARDS.** Licensee agrees to install, maintain, and operate its electronic equipment in accordance with any applicable statutes pertaining to the use of said electronic equipment. Prior to the performance of any work on the Premises, or the installation, modification, or removal of Licensee's Equipment (the "Work"), Licensee shall submit detailed plans and specifications for City's written approval.

Upon receipt of Licensee's plans and specifications, City shall consult with a communications contractor to review and perform an impact assessment regarding City's radio systems. City agrees to make reasonable efforts to have communications contractor complete its review and assessment in a timely manner.

Licensee hereby acknowledges that City use of the Facility to provide critical public safety communications is primary. Licensee enters into this License with the understanding that City reserves the right, in its absolute and sole discretion, to de-energize Licensee's equipment with notification by phone or email to Licensee with a five (5) day notice to correct and eliminate any interference before de-energizing Licensee's equipment.

Any interference and compatibility testing required hereunder for radio interference shall be at the sole cost of Licensee and shall be done by a qualified technician approved by City. If the test is satisfactory to both Licensee's technician and the City representative, a certification of such test signed by both the technician and the City representative shall be forwarded to City at the noticing addresses indicated in Section 11. Any costs incurred by City, including staff time, to conduct compatibility testing shall be reimbursed by Licensee to City within thirty (30) days of receipt of billing. If the test is unsatisfactory to either Party,

Licensee will be granted 30 days to correct the cause of the unsatisfactory test and, at Licensee's expense, re-test. If the test remains unsatisfactory, City may elect to terminate this License. Any and all costs billed to City by Landlord due to interference and compatibility testing authorized under the Lease, which testing is necessitated by Licensee's Equipment, shall be paid by Licensee to City within two weeks of written notice thereof.

Any interference with City electronic equipment will require immediate cessation of operation, transmission or further use of Licensee's equipment. Failure of Licensee to do so immediately upon notification of such interference will be grounds for immediate termination of this License and City shall be authorized to de-energize Licensee's equipment under these circumstances.

- 10. RIGHTS RESERVED BY CITY.** City reserves the right to use of the Premises and Facility in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, or replace conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, etc., and the continuous right of ingress to and egress from any portion or portions of the Premises or Property.

This License is subject to all valid and existing contracts, leases, licenses, assignments, easements, encumbrances, and claims of title which may affect the Premises. City reserves the right to enter into additional subleases, licenses, or similar agreements affecting the Premises and Licensee hereby consents to City's approval of all such agreements so long as they do not adversely affect, interfere with, or impair the quality of the communications services being rendered by Licensee from the Facility. Licensee acknowledges and agrees that Landlord may enter into agreements affecting the Premises and Facility after this License's Effective Date in accordance with the provisions of the License Agreement.

No priority or other rights shall attach to the use of the Premises or Facility other than those specifically provided for in this License.

Licensee shall have no right to assign this License and may not grant any interest in its rights under this License to any third party.

- 11. NOTICES.** All notices required or authorized by this License shall be in writing and shall be deemed to have been served if: (1) sent by email (upon written confirmation by recipient); (2) delivered personally (upon delivery); or (3) deposited in the United States mail, postage prepaid and properly addressed as set forth below (three days after deposit). Notice given by any other means that is actually received shall also be effective with respect to the receiving Party. Changes in contact person or address information shall be made by notice, in writing, to the other Party.

IF TO CITY: City of South Lake Tahoe Police Department
Attn: Support Division
1352 Johnson Blvd.
South Lake Tahoe, CA 96150
Telephone: (530) 542-6110
E-mail: jroberson@cityofslt.us

With a Copy to: City of South Lake Tahoe Finance Division
1901 Lisa Maloff Way

South Lake Tahoe, CA 96150
Telephone: (530) 542-6079

IF TO LICENSEE: County of Placer, Department of Information Technology
Attn: Telecommunications Division
11459 F Avenue
Auburn, CA 95603
Telephone: (530) 889-7749
E-mail: telecom@placer.ca.gov

With a Copy to: County of Placer, Department of Facilities Management
Attn: Real Estate Services Division
11476 C Avenue
Auburn CA 95603
Telephone: (530) 886-4900
Facsimile: (530) 889-6857
E-mail: FACPropMgmt@placer.ca.gov

- 12. HAZARDOUS WASTE.** Licensee, its agents, employees, contractors, or invitees shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, or released into the environment or disposed of in, on, under or about the Property or Premises, without the prior written consent of City. Failure to comply with this provision shall constitute a breach of this License. "Hazardous Materials" shall mean any quantity of hazardous, toxic or otherwise dangerous substances, materials, or wastes, whether solid, liquid or gas, including but not limited to asbestos in any form, urea formaldehyde, PCBs, radon gas, crude oil or any fraction thereof, all forms of natural gas, petroleum products or by-products, any radioactive substance, any reactive, corrosive, ignitable or flammable chemical or chemical compound, or any other substance or material regulated by local, state or federal laws.
- 13. PROHIBITED USE.** Licensee shall not commit, or knowingly suffer, or permit any waste on the Property or Premises or any acts to be done thereon in violation of any applicable laws or ordinances in connection with Licensee's use of the Property or Premises and shall not knowingly use or permit the use of the Property or Premises for any illegal purposes.
- 14. CITY RULES.** In its activities related to this License, Licensee will comply with all written rules and regulations adopted by City. Possession or use of firearms, liquor, or illegal drugs on the Property or Premises are prohibited.
- 15. FIRE AND CASUALTY DAMAGES.** City will not keep improvements that are constructed or installed by Licensee under the provisions of this License insured against fire or casualty, and Licensee will make no claim of any nature against City by reason of any damage to the business or property of Licensee in the event of damage or destruction by fire or other cause.
- 16. HOLD HARMLESS & INDEMNIFICATION.** Licensee will indemnify, defend, and hold harmless the City and its affiliates, officials, employees, agents, successors and assigns (collectively, the "Indemnified Parties") from and against any third-party liability, actions, claims, demands, costs, losses or damages, including reasonable attorneys' fees

(collectively, "Claims"), resulting from or arising out of Licensee's performance under this Agreement or caused in any way by Licensee's use of the premises.

Licensee will not indemnify, defend or hold harmless the City or the City's Indemnified Parties from and against all Claims resulting from or arising out of the negligence or willful misconduct of the City or the City's Indemnified Parties.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of City's services, as well as during the progress of rendering such services. This indemnification clause shall apply to all damages or claims regardless of whether any insurance is applicable or not.

This provision is not intended to create any cause of action in favor of any third party against County of Placer or the City or to enlarge in any way the County of Placer's liability but is intended solely to provide for indemnification of the City from liability for damages or injuries to third persons or property arising from Licensee's performance pursuant to this Agreement.

17. **TAXES.** Licensee agrees to pay all lawful taxes, assessments or charges which at any time may be levied by any public entity upon any interest in this License or any possessory right which Licensee may have in or to the Property, Premises, or Facility, by reason of Licensee's use or occupancy thereof during the term of this License, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property owned by Licensee in or about said Property, Premises, or Facility. It is further understood that this License may create a possessory interest subject to property taxation per California Revenue and Taxation Code Section 107.6 and Licensee may be subject to the payment of property taxes levied on such interest.
18. **INSURANCE REQUIREMENTS.** Licensor acknowledges that Licensee is a self-insured public entity. Parties agree that Licensee may satisfy insurance requirements through a program of self-insurance. Licensee is permitted to self-insure for the initial \$1,000,000 limit of liability for both commercial general liability and automobile liability exposures, provided Licensee also maintains the excess liability coverage described in Exhibit 5 attached hereto. Licensor shall not be obligated to maintain any insurance for improvements installed by and which are the property of the Licensee. In the event Licensee discontinues its policy of self-insurance, Licensee agrees to procure and continue in force and effect insurance coverage for bodily injury and property damage liability and fire and extended coverage for vandalism and malicious mischief for the Licensee's fixtures, furniture, and improvements.
19. **AMENDMENT.** This License may not be amended, changed, modified, or altered without the prior written consent of the Parties hereto.
20. **ENTIRE AGREEMENT.** This License, including attached exhibits, incorporates all agreements and understandings between City and Licensee, and no verbal agreements or understandings shall be binding upon either City or Licensee, and any addition, variation, or modification to this License shall be ineffective unless made in writing and signed by the Parties.
21. **WAIVER.** The waiver by any Party of a breach by the other Party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

- 22. NON-LIABILITY OF CITY.** Any obligation of City created by or arising out of this License shall not impose a debt or pecuniary liability upon City or a charge upon the general credit or taxing powers thereof but shall be payable solely out of funds duly authorized and appropriated by City.

The delivery of this License shall not, directly or indirectly or contingently, obligate City to levy any form of taxation therefor or to make any appropriation. Nothing herein or in the proceedings of City shall be construed to authorize City to create a debt of City, within the meaning of any constitutional or statutory provision of the State of California. No breach of any pledge, obligation or agreement made or incurred in connection herewith may impose any pecuniary liability upon, or any charge upon the general credit of City.

- 23. GOVERNING LAW & VENUE.** The Parties hereto acknowledge that this License has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this License shall be governed by, interpreted under and construed and enforced in accordance with laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, in El Dorado County. The Parties hereby waive any federal court removal rights and/or rights based on original jurisdiction that they may have.

- 24. RELATIONSHIP OF PARTIES.** Licensee and its agents and employees, in the performance of this License, shall act in an independent capacity and not as officers, employees or agents of City. The employees of City who participate in the performance of this License are not agents of Licensee.

- 25. SUCCESSORS AND ASSIGNS.** The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto.

- 26. SECTION HEADINGS.** All section headings, titles or captions contained in this License are for convenience of reference only and are not intended to define or limit the scope of any provision of this License.

- 27. SEVERABILITY.** If any one or more of the terms, provisions, covenants or conditions of this License shall to any extent be declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this License shall be affected thereby, and all of said remaining terms of this License shall be valid and enforceable to the fullest extent permitted by law.

- 28. COUNTERPARTS.** This License may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This License shall not be deemed executed unless and until at least one counterpart bears the signatures of all Parties' designated signatories.

In addition, this License and future documents relating to this License may be digitally signed in accordance with California law. Any Party to this License may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this License.

- 29. EXHIBITS.** Any and all exhibits referred to in and/or attached to this License are hereby incorporated into this License as if set forth in full herein.

- 30. CONSTRUCTION AND INTERPRETATION.** It is agreed and acknowledged by the Parties that the provisions of this License have been arrived at through negotiation, and that each of the Parties has had a full and fair opportunity to review the provisions of this License and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this License.
- 31. TIME OF THE ESSENCE.** Time is of the essence with respect to the obligations to be performed under this License.
- 32. AUTHORITY OF DIRECTOR.** The Chief of Police for City of South Lake Tahoe Police Department (the "Chief") , or designee, shall administer this License on behalf of City. Unless otherwise provided herein or required by applicable law, the Chief shall be vested with all rights, powers, and duties of City hereunder.
- 33. AUTHORITY OF EXECUTION.** Each person executing this License on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity which it purports to bind and, if such Party is a partnership, corporation, or trustee, that such partnership, corporation or trustee has full rights and authority to enter into this License and perform all of its obligations hereunder.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT A

IN WITNESS WHEREOF, this License has been executed by the Parties hereto and shall take effect upon the date of the last signature below.

LICENSEE, COUNTY OF PLACER, a political subdivision of the State of California

By: _____ Date: _____
Steve Newsom, Director
Department of Facilities Management

Approved as to Form

By: _____ Date: _____
County Counsel

LICENSOR: CITY OF SOUTH LAKE TAHOE, a political subdivision of the State of California

By: _____ Date: _____
Joseph Irvin, City Manager
City of South Lake Tahoe

Approved as to Form

By: _____ Date: _____
City Counsel

ATTACHMENTS

EXHIBIT 1: TELECOMMUNICATIONS FACILITY SITE LOCATION MAP

EXHIBIT 2: VAULT RACK LAYOUT

EXHIBIT 3: SITE PREMISES

EXHIBIT 4: TOWER

EXHIBIT 5: INSURANCE REQUIREMENTS

EXHIBIT 1
TELECOMMUNICATIONS FACILITY SITE LOCATION MAP

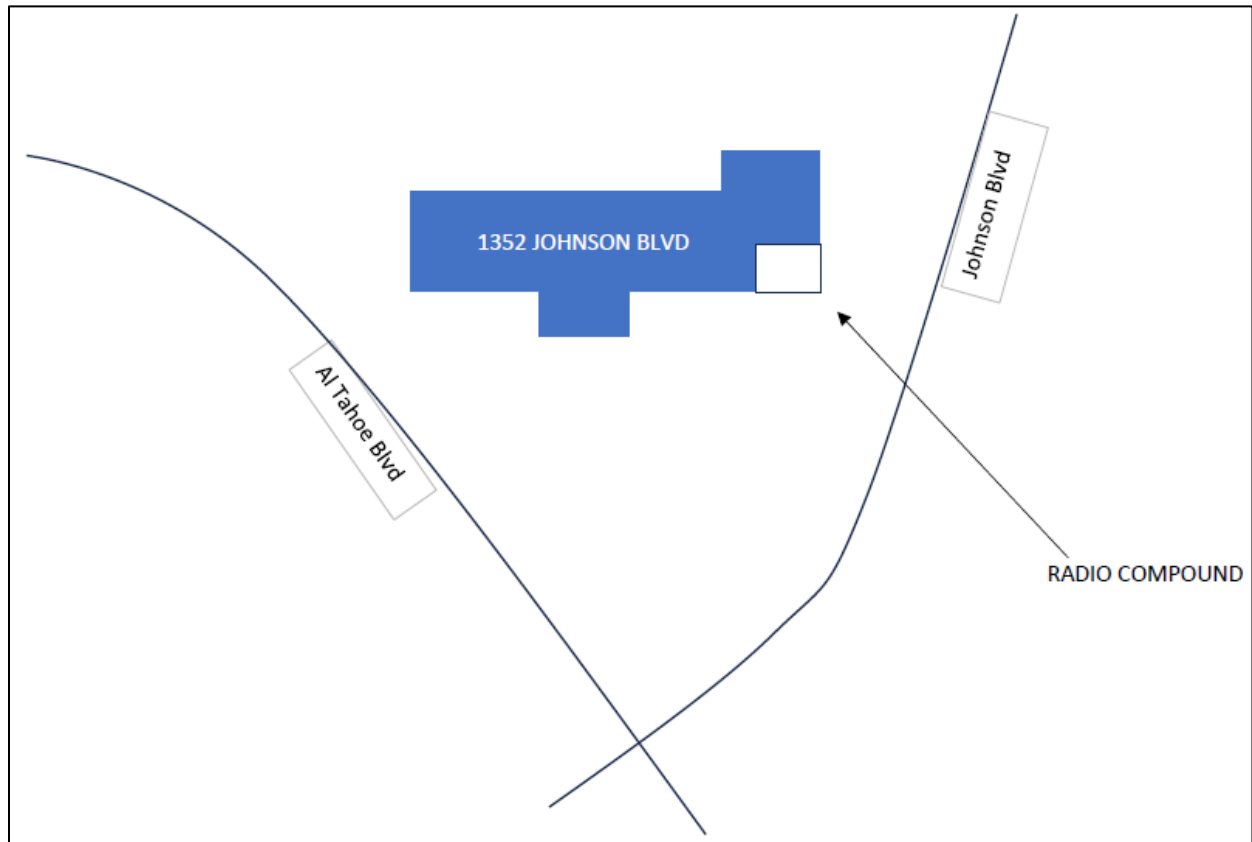


EXHIBIT 2
VAULT RACK LAYOUT

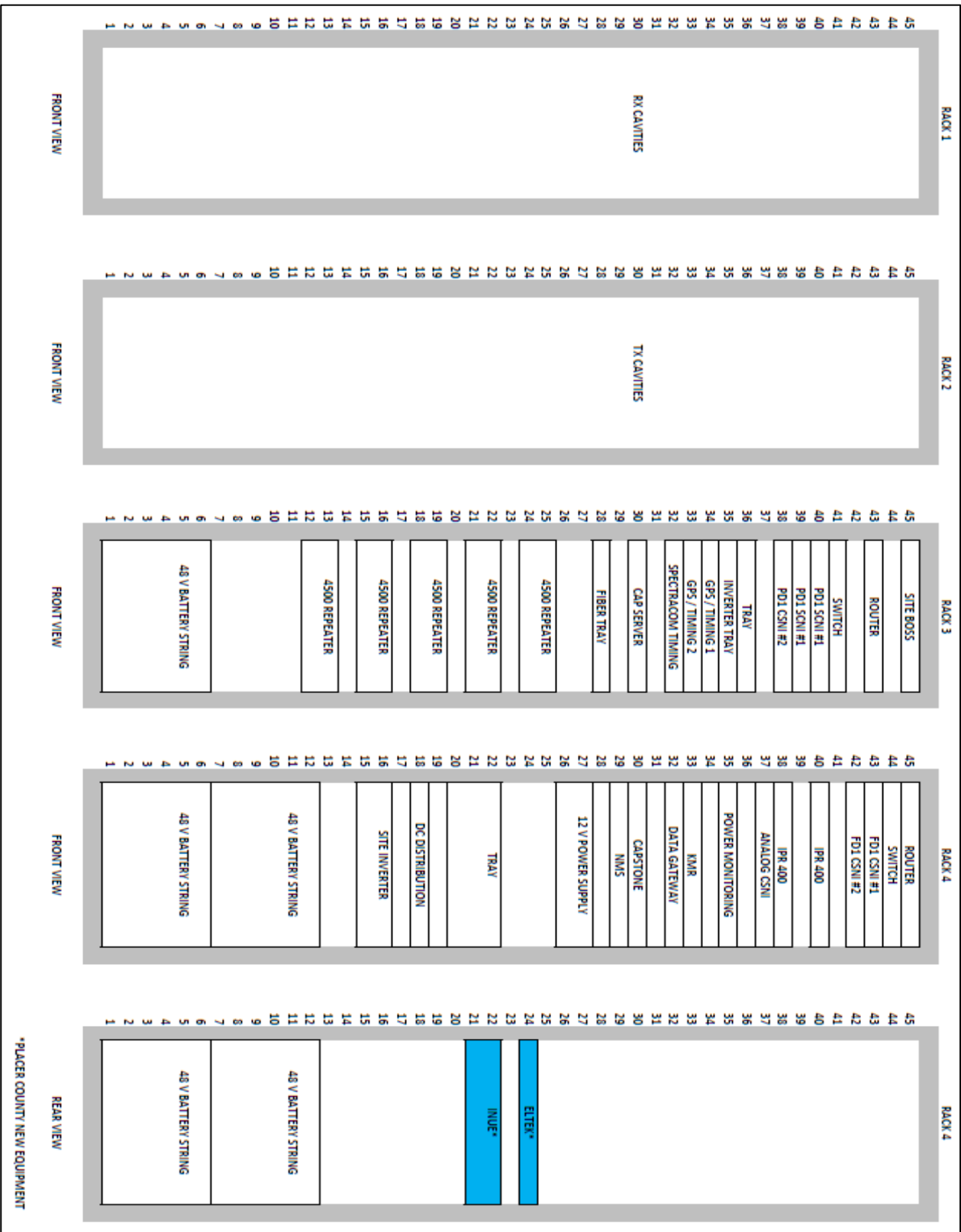


EXHIBIT 3
SITE PREMISES

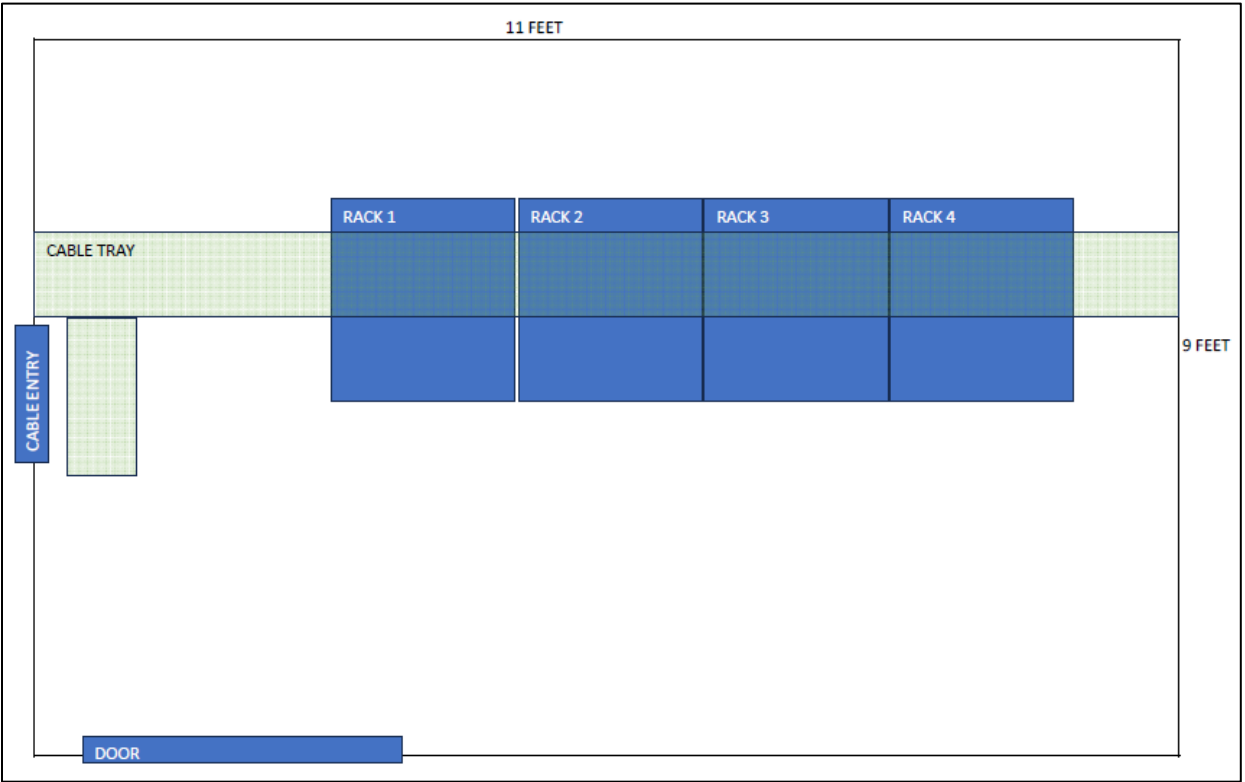
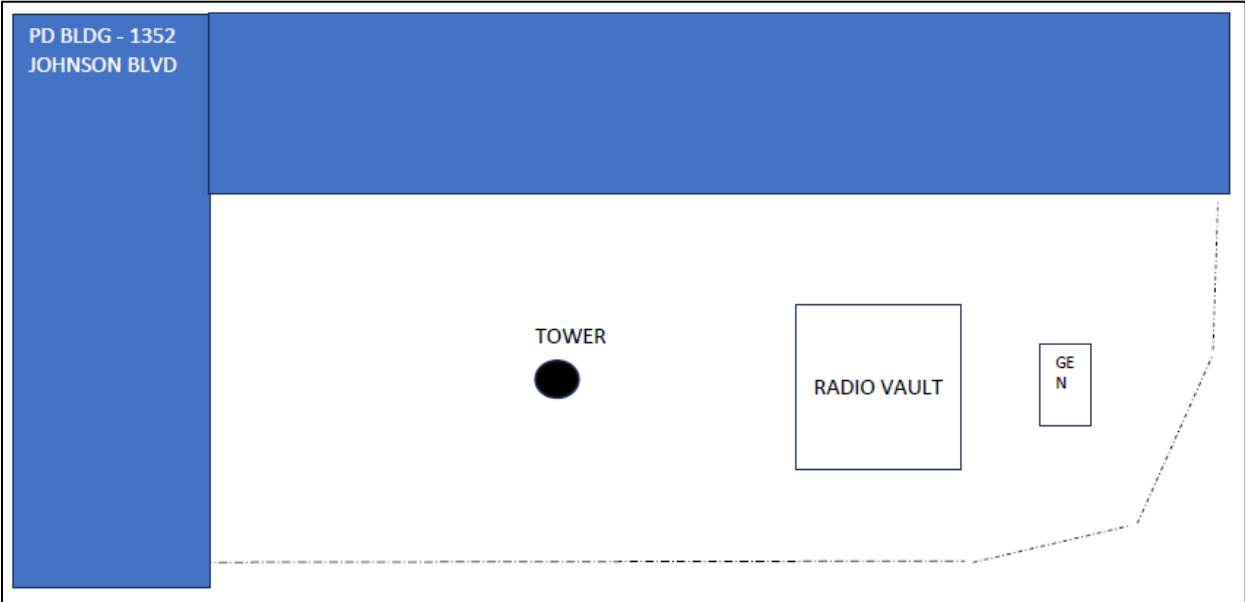


EXHIBIT 4
TOWER

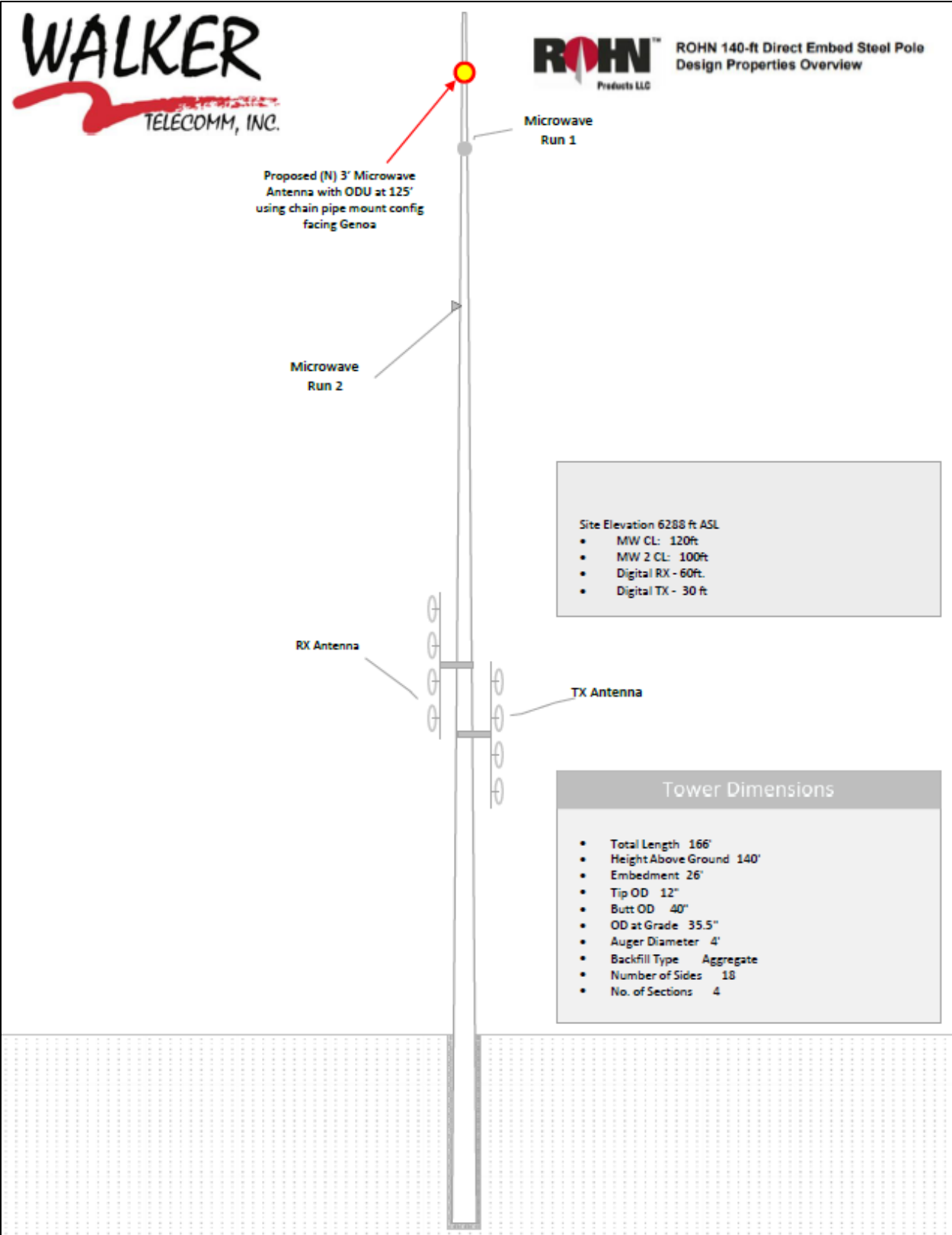


EXHIBIT 5
INSURANCE REQUIREMENTS**COUNTY OF PLACER**

COUNTY EXECUTIVE OFFICER, JANE CHRISTENSON

**OFFICE OF COUNTY EXECUTIVE
RISK MANAGEMENT DIVISION**

145 FULWEILER AVENUE, SUITE 100

AUBURN, CA 95603

TELEPHONE (530) 886-2600 • FAX (530) 886-2609

August 30, 2023

City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150Re: Lease Agreement
Location: 1352 Johnson Blvd, South Lake Tahoe, CA 96150**GENERAL LIABILITY/PROPERTY INSURANCE FOR PLACER COUNTY**

Please be advised that the County of Placer is exempt from insurance requirements of the State of California and is therefore legally uninsured. However, the County does maintain a self-insurance fund for purposes of either general liability or automobile liability claims, up to one million dollars (\$1,000,000.00) and carries excess General/Automobile Liability Insurance up to twenty-five million dollars (\$25,000,000.00) per accident through Public Risk Innovation, Solutions and Management (PRISM), 75 Iron Point Circle, Suite 200, Folsom, CA, 95630, phone (916) 850-7300. The County is also self-insured for Workers' Compensation coverage up to three hundred thousand dollars (\$300,000.00) - Self Insured Certificate No. 7034 - and carries Excess Workers' Compensation coverage above \$300,000.00 to \$50,000,000.00 through the California State Association of Counties, Excess Insurance Authority, 75 Iron Point Circle, Suite 200, Folsom, CA, 95630, phone (916) 850-7300.

If you should have any questions regarding the County's insurance coverage, please feel free to contact the Risk Management Division of the County Executive Office at (530) 886-2600.


Cassandra Lashmett
Liability Analyst☐ Claims/Litigation (530) 886-2600



Mail
PO Box 5310
Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775-588-4547
Fax: 775-588-4527
www.trpa.gov

May 9, 2024

Dear JOHN M HITCHCOCK,

The Tahoe Regional Planning Agency (TRPA) has received the Qualified Exempt declaration form and supplemental materials for the following activity:

Activity Type: Structural Remodeling/Addition

Activity Description: Installation of a 3' wide microwave antenna at 125' on an existing telecommunications facility located at 1352 Johnson Boulevard. The project also includes installing new equipment racks inside an existing radio vault.

TRPA File Number: QEXE2024-0505

Parcel Number: 025-010-021

Parcel Address: 1352 JOHNSON BLVD

County: City of South Lake Tahoe

Applicant: JOHN M HITCHCOCK

By submitting the declaration form and supplemental materials referenced above, you are hereby declaring under penalty of perjury that the information is true and correct to the best of your knowledge and certifying that the activity meets Qualified Exempt requirements in Section 2.3.6 of the TRPA Code of Ordinances.

Qualified Exempt declarations must be submitted at least three working days prior to activity commencement. Coverage may not be created or relocated as part of the activity. No TRPA verifications or approvals are included as part of a QE declaration. Exempt activities, including QEs, may be subject to compliance inspections and enforcement. Exempt activities may be subject to a loss of exemption and be considered a project if TRPA finds that the activity may have a substantial effect on the land, air, water, space or any other natural resources in the region.

The filed declaration is only for activities located outside of the shorezone. If a shorezone Qualified Exempt declaration is required, please re-submit the appropriate application for TRPA processing.

This declaration is considered accepted by TRPA. No further action with TRPA is required. It is your responsibility to obtain any and all required approvals from any other state, local or federal agencies that may have jurisdiction over this activity. This declaration shall expire in three years from the date on this letter.

**Mail**

PO Box 5310
Stateline, NV 89449-5310

Location

128 Market Street
Stateline, NV 89449

Contact

Phone: 775-588-4547
Fax: 775-588-4527
www.trpa.gov

Please feel free to contact TRPA with any questions you have regarding this declaration by emailing TRPA@trpa.gov or calling 775-589-5333.

Sincerely,

TRPA



City of South Lake Tahoe Report to City Council

Meeting Date: July 14, 2026

Title: Extending the Urgency Ordinance Establishing a Temporary Moratorium on Approval of New Tobacco Retailer Applications for All Purposes Pending the Study and Development of Reasonable Regulations

Location: Citywide

Responsible Staff Member: Anna Kashuba, Senior Planner

Background: California Government Code Section 65858 authorizes local legislative bodies to adopt urgency interim ordinances—often called development moratoria—to temporarily prohibit land uses that conflict with a contemplated general plan, specific plan, or zoning proposal.

On May 5, 2026, Councilmember Horgan (seconded by Councilmember Robbins) requested an agenda item to consider an ordinance to regulate tobacco retail businesses including buffer zones from sensitive uses such as schools and enforcement of underage purchases. To preserve the status quo while staff study this issue and develop reasonable regulations, on June 2, 2026, City Council passed an urgency ordinance (2026-1205) to establish a temporary moratorium on approval of new tobacco retailer applications. Initial emergency ordinances are applicable for 45 days. The ordinance may be extended by 10 months and 15 days and subsequently for one year. Alternatively, the City Council may choose to extend the ordinance by 22 months and 15 days. No extensions beyond those stated are allowed and all extensions must be approved by a 4/5th vote.

The discussion among City Council on June 2, 2026, also noted gaps in data that should be addressed prior to further discussion. Such topics included information regarding the proximity of tobacco retailers to schools and preschools; background on existing cities with tobacco bans; and an approach to public outreach.

Issue And Discussion: This item provides an opportunity for City Council to extend the urgency ordinance which placed a temporary moratorium on approval of new tobacco retailers by either 10 months and 15 days or 22 months and 15 days. At this time, staff is recommending an extension of 10 months and 15 days. City Council may choose to subsequently extend the ordinance for an additional 12 months (1 year) pending further study or adoption of a permanent ordinance regarding tobacco sales.

Currently, the City of South Lake Tahoe classifies tobacco retailers as General Retail which allows tobacco sales to occur in any location that retail stores may operate. Additional information is provided below to provide context to the overall discussion as requested by the City Council on June 2, 2026.

Proximity to Schools

Staff compared the locations of the 28 tobacco retailers to the locations of 7 schools and preschools. This information is provided below and as a visual in attachment 02.

Distance from School/Preschool	Number of Retailers	Schools within Buffer
Within 500 feet	2	South Tahoe Middle School
501-1000 feet	5	South Tahoe Middle School, Jubilee Kid's Academy Inc
1001-1500 feet	3	South Tahoe Middle School, Lake Tahoe Preschool

Reasons Justifying the Moratorium

At the time of preparation of this report, city staff is aware of two new business that have obtained a tobacco product retailer's license from the California Department of Tax and Fee Administration (CDTFA), though have not begun operations. One location has obtained a state tobacco product retailers license and a city business license, but has not obtained a building permit to change occupancy classification or a sign permit to install recently added signage. The operator has been contacted about this and has been informed of the urgency ordinance which would prevent them from operating. The operator has informed staff that signage is being removed and that they will not seek to open the business under the current rules.

The other business has a state tobacco product retailers license and a building permit but does not have a city business license.

Public Outreach

Public outreach is recommended to engage stakeholders, which may include: existing tobacco retailers; public health organizations; parents and youth-serving organizations; and enforcement agencies. To understand financial implications associated with a ban or limit, City Council may wish to analyze tax and business revenue derived from tobacco sales.

Examples of Tobacco Regulations in Other Jurisdictions

Manhattan Beach currently has a full tobacco retail ban that was built upon actions taken since 2014. Prior to the total ban, the City of Manhattan banned smoking in all public places (2014) and in dwellings of three units or more (2015) and banned the sale of vaping products and all flavored tobacco products, including menthol (2019). In 2015 retailers were also banned from operating within 500 feet of schools or other retailers. The full ban on tobacco sales became effective on January 1, 2021. The ordinance contains a hardship exemption that retailers could apply for during one month following the adoption of the ordinance. This exemption allowed the City Council to grant an extension to the sale of tobacco if the applicant reasonably demonstrated that they were unable to recover their investment backed expectations.

Beverly Hills also has a general ban on the sale of tobacco. All establishments were required to stop selling tobacco products starting on January 1, 2021, except for three existing cigar lounges and hotels which may only sell to guests. Beverly Hills has a hardship exemption allowing either for the transfer of a permit reviewed by the Director of Finance or for the extension of sales reviewed by the hearings officer and appealable to the City Council.

The City of Sacramento requires a Tobacco Retailer License. New license may not be issued for locations within 1,000 feet of an existing tobacco retailer. Staff may reject a Tobacco Retailers License application if one was revoked within the preceding 5 years. In addition to a Tobacco Retailer License from the City of Sacramento and State of California, tobacco retailers must obtain a conditional use permit.

Sonoma County requires Tobacco Retailer License and prohibits certain business types such as marijuana dispensaries, pharmacies, and mobile retailers from obtaining a permit. No new license may be issued to locations within 1,000 feet of a youth-oriented area or with 500 feet of

an existing tobacco retailer. Youth-oriented areas include public libraries, public parks, schools (preschool, kindergarten, elementary, middle, junior high, or high school), youth centers, and recreation centers.

Environmental Considerations: The proposed interim urgency ordinance does not require review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15060(c)(2) (activity will not result in the direct or reasonably foreseeable indirect physical changes in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed ordinance maintains the status quo and prevents changes in the environment pending the completion of the potential amendments South Lake Tahoe City Code. Because there is no possibility that this ordinance may have a significant adverse effect on the environment, the adoption of the ordinance is not a project requiring review under CEQA.

Public Notice: A notice of the July 14, 2026, special City Council meeting was posted in the Tahoe Daily Tribune on Friday, Jul 3, 2026.

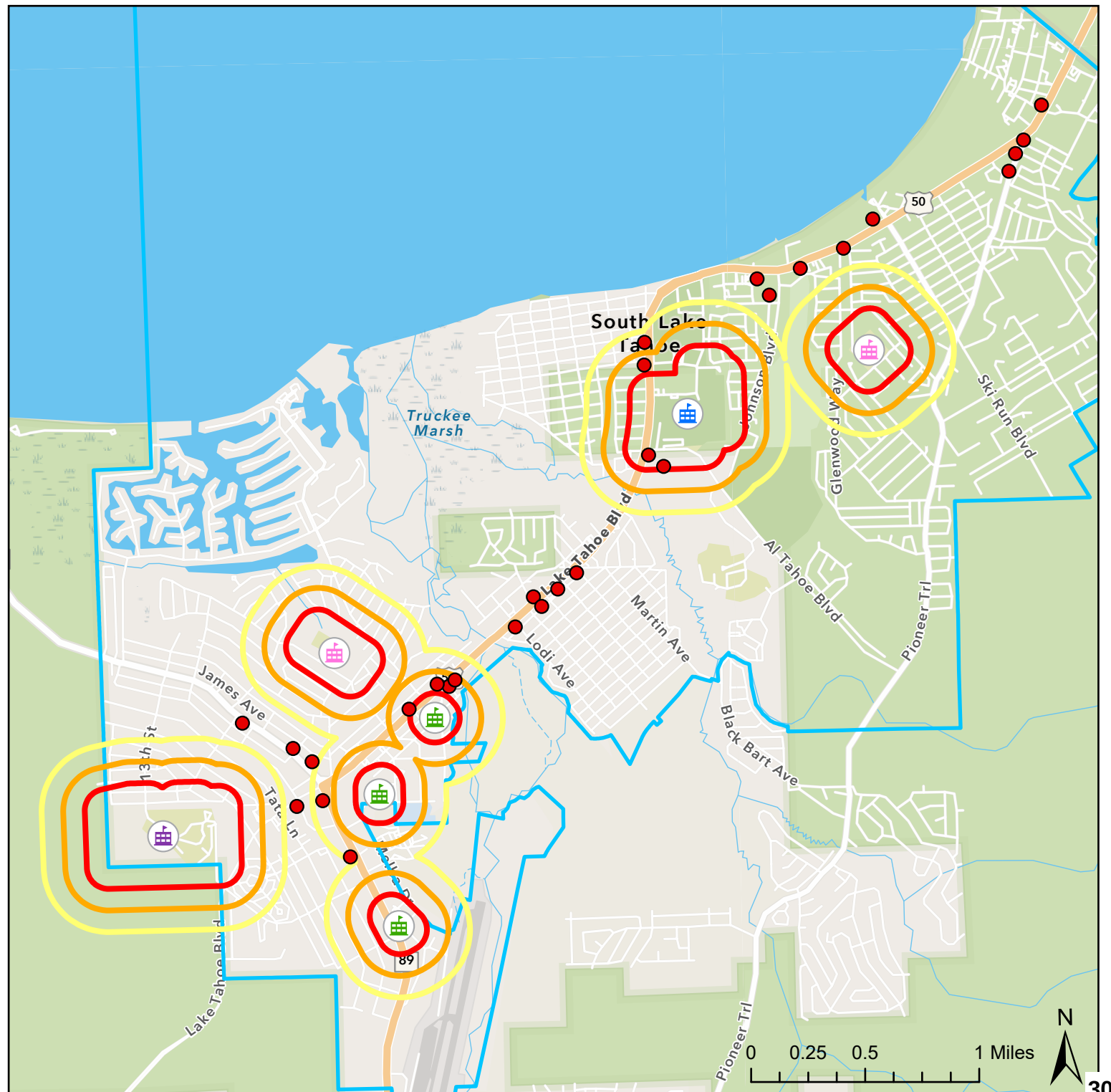
Financial Implications: Extending the urgency ordinance establishing a temporary moratorium on the approval of new tobacco retailer locations will have no financial implications for either the City or existing local businesses but may prevent new tobacco retail businesses from opening. The impacts of a permanent provision regarding the sale of tobacco could be analyzed should such an ordinance be proposed.

Policy Implications: The proposed ordinance would protect public health, welfare, and safety while City Council studies and considers potential changes to the South Lake Tahoe City Code to regulate tobacco retailers, consistent with Government Code section 65858(a).

Proximity of Tobacco Retailers to Schools (June 2026)

Legend

-  Elementary School
-  High School
-  Middle School
-  Preschool
-  500 foot buffer
-  1000 foot buffer
-  1500 foot buffer
-  Tobacco Retailer
-  City Boundary



Ordinance 2026-XXX

**Adopted by the City of South Lake Tahoe
City Council**

July 14, 2026

Extension of Urgency Ordinance 2026-1205 Placing a Temporary Moratorium on Approval of New Tobacco Retailer Applications for All Purposes Pending the Study and Development of Reasonable Regulations

FINDINGS

- A. Pursuant to Article XI, Section 7 of the California Constitution, the City may make and enforce all regulations and ordinances using its police powers.
- B. The City has seen a proliferation of tobacco retailer businesses, with 28 state licenses issued to tobacco retailers in the City as of May 5, 2026, which is two more than existed as of December 2023.
- C. The City is concerned about the proliferation of tobacco retailer businesses and the harmful effects of tobacco on City residents and especially youth.
- D. The City Council has a substantial interest in protecting City residents, particularly youth, from the harms of tobacco use.
- E. Tobacco use is the number one cause of preventable death in California and continues to be an urgent public health issue, as evidenced by the following information from the Campaign for Tobacco-Free Kids: 40,000 adults die in the U.S. from their own smoking annually; more than 25 percent of all adult cancer deaths in California are attributable to smoking; smoking costs California \$15.44 billion in annual health care expenses, \$3.85 billion in Medicaid costs, and \$28.1 billion in smoking-caused productivity losses.
- F. According to the Centers for Disease Control, 5.6 million of Americans who are younger than 18 years of age are projected to die prematurely from a smoking-related illness.
- G. Research indicates that the density and proximity of tobacco retailers increase smoking behaviors, including the number of cigarettes smoked per day, particularly in neighborhoods experiencing poverty.¹

¹ Chuang YC, Cubbin C, Ahn D, Winkleby MA. Effects of neighborhood socioeconomic status and convenience store concentration on individual level smoking. J Epidemiol Community Health. 2005;59(7):568-573. doi: 10.1136/jech.2004.029041.

- H. The density of tobacco retailers near adolescents' homes has been associated with increased youth smoking rates² and initiation of noncigarette tobacco product use.³
- I. Adults who smoke are likely to have a harder time quitting when residential proximity to tobacco retailers is closer⁴ and density is higher.⁵
- J. The 2023 National Youth Tobacco Survey (NYTS) identified a concerning trend that has emerged among middle-school students with a significant rise in the use of any tobacco product reaching 6.6 percent in 2023, up from 4.5 percent in 2022, which is an increase of over 46 percent.⁶
- K. In 2023, 10 percent of middle and high school students (2.8 million) reported use of any tobacco product within the previous 30 days.⁷
- L. Policies to reduce tobacco retailer density have been shown to be effective and can reduce or eliminate inequities in the location and distribution of tobacco retailers.⁸
- M. The City has no specific regulations for tobacco retailers that would protect minors, such as distance requirements from schools and other youth-oriented areas.
- N. The Family Smoking Prevention and Tobacco Control Act of 2009 preserves state and local authority to regulate the "sale, distribution, possession, exposure to, [or] access to" tobacco products. 21 U.S.C. § 387p.
- O. On May 5, 2026, Councilmember Horgan (seconded by Councilmember Robbins) requested that staff bring an ordinance to regulate tobacco retail businesses including buffer zones from sensitive uses such as schools and enforcement of underage purchases.
- P. California Government Code section 65858(a) provides that for the purpose of protecting the public health, safety, and welfare, the City Council may adopt, as an urgency ordinance, an interim ordinance preventing any uses that may be in conflict with a land use measure proposal that the City Council is studying or intends to study in a reasonable time.

² Finan LJ, Lipperman-Kreda S, Abadi M, et al. Tobacco Outlet Density and Adolescents' Cigarette Smoking: A Meta-Analysis. *Tob Control*. 2019;28(1):27-33. doi: 10.1136/tobaccocontrol-2017-054065.

³ Abdel Magid HS, Halpern-Felsher B, Ling PM, et al. Tobacco Retail Density and Initiation of Alternative Tobacco Product Use Among Teens. *J Adolesc Health*. 2020;66(4):423-430. doi: 10.1016/j.jadohealth.2019.09.004.

⁴ Reitzel LR, Cromley EK, Li Y, et al. The effect of tobacco outlet density and proximity on smoking cessation. *Am J Public Health*. 2011;101(2):315-320. doi: 10.2105/AJPH.2010.191676.

⁵ Cantrell J, Anesetti-Rothermel A, Pearson JL, Xiao H, Vallone D, Kirchner TR. The impact of the tobacco retail outlet environment on adult cessation and differences by neighborhood poverty. *Addiction*. 2015;110(1):152-161. doi: 10.1111/add.12718.

⁶ Tobacco Product Use Among U.S. Middle and High School Students — National Youth Tobacco Survey, 2023 (cdc.gov).

⁷ *Id.*

⁸ Ribisl KM, Luke DA, Bohannon DL, Sorg AA, Moreland-Russell S. Reducing Disparities in Tobacco Retailer Density by Banning Tobacco Product Sales Near Schools. *Nicotine Tob Res*. 2017;19(2):239-244. doi: 10.1093/ntr/ntw185.

- Q. Absent the adoption of this Ordinance, the number and location of tobacco retailers is likely to continue to increase substantially with the negative public health impacts indicated above.
- R. On June 2, 2026, the City Council of South Lake Tahoe adopted Urgency Ordinance 2026-1205 placing a 45-day moratorium on approval of new tobacco retailer applications for all purposes, pending study and completion of possible amendments to the South Lake Tahoe City Code to regulate tobacco retailers including such issues as licensing, zoning, and density and reasonable regulations to mitigate impacts.
- S. Per California Government Code section 65858(a) the City Council may Urgency Ordinance 2026-1205 by 10 months and 15 days to provide additional time for the consideration of possible amendments to the South Lake Tahoe City Code to regulate tobacco retailers.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Urgency. The recitals to this Ordinance are true and correct, constitute a substantive part of this Ordinance, and are incorporated herein by reference. Based on those facts, the City Council finds, determines, and declares that this Ordinance is necessary as an emergency measure for the immediate preservation of the public peace, health, and safety pursuant to, and as authorized by, California Government Code section 65858(a). Accordingly, this Ordinance shall become effective immediately upon adoption.

SECTION 2. Moratorium. For the reasons set forth in the recitals, it is necessary to extend Urgency Ordinance 2026-1205, by an additional 10 months and 15 days, pending study and completion of possible amendments to the South Lake Tahoe City Code to regulate tobacco retailers including such issues as licensing, zoning, and density and reasonable regulations to mitigate impacts.

For the purpose of this Ordinance, “tobacco product” means any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption and likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus, and any electronic smoking device and any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine, but not including drugs, devices, or combination products authorized for sale by the U.S. Food & Drug Administration; and “tobacco retailer” means any person who sells, offers for sale, or exchanges, or offers for exchange for any form of consideration tobacco products, without regard to the quantity of tobacco products sold, offered for sale, exchanged, or offered for exchange.

During the term of this Ordinance, as may be extended, the City shall not issue any City permit, registration, or approval of any type to a tobacco retailer. This Ordinance shall not apply to an application determined to be complete and in compliance with Government Code section 65943 prior to June 2, 2026, the effective date of Ordinance 2026-1205.

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section,

subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. CEQA. The City Council finds that this Ordinance does not require review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15060(c)(2) (activity will not result in the direct or reasonably foreseeable indirect physical changes in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed ordinance maintains the status quo and prevents changes in the environment pending the completion of the potential amendments to the City Code. Because there is no possibility that this ordinance may have a significant adverse effect on the environment, the adoption of the ordinance is not a project requiring review under CEQA.

SECTION 5. Publication. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 6. Effective Date. This Ordinance is an Urgency Ordinance enacted under California Government Code section 65858, and is therefore immediately effective upon adoption by a four-fifths (4/5) vote of the City Council.

Adopted by the City of South Lake Tahoe City Council on July 14, 2026, by the following vote:

Yes:
No:
Abstain:
Absent:

Date:_____

Cody Bass, Mayor

Attest:

Susan Blankenship, City Clerk

Published:
Effective:

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

NOTICE OF A PUBLIC HEARING
CITY OF SOUTH LAKE TAHOE CITY COUNCIL

NOTICE IS HEREBY GIVEN that in accordance with Sections 65858 and 65090 (Planning and Zoning Law) of the Government Code: the City of South Lake Tahoe City Council will conduct a public hearing on July 14, 2026 at noon, or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following:

An Urgency Ordinance Extending the Temporary Moratorium on Tobacco Retailers for 10 Months and 15 Days.

Summary: At its meeting on June 2, 2026, City Council passed a motion by a vote of 4-1 adopting Urgency Ordinance 2026-1205 to establish a temporary, forty-five day moratorium on approval of new tobacco retailer applications for all purposes, pending study and completion of possible amendments to the South Lake Tahoe City Code to regulate tobacco retailers including such issues as licensing, zoning, and density and reasonable regulations to mitigate impacts.

Pursuant to Government Code Section 65858, after notice pursuant to Government Code Section 65090 and public hearing, City Council may extend an interim ordinance for 10 months and 15 days.

The present proposed Ordinance would extend the moratorium on the approval of new tobacco retailer applications for all purposes for an additional 10 months and 15 days, pending study and development of reasonable regulations of tobacco retailers which may include a local license requirement, buffers from sensitive uses, and other reasonable regulations.

Any interested person may appear at the public hearing and present written testimony or speak in favor or against the proposed Ordinance. Pursuant to Government Code Section 65009(b)(2), if you challenge the proposed Ordinance in court, you may be limited to raising only those issues, you, or someone else, raised at the public hearing described in this notice, or in written correspondence delivered to the South Lake Tahoe City Council at, or prior to, the public hearing. Written testimony may be addressed to the City Council in care of the City Clerk to PublicComment@cityofslt.us or mailed to 1901 Lisa Maloff Way, Suite 206, South Lake Tahoe, CA 96150.

City Council agendas and related staff reports are available at least 72 hours in advance of regular meetings on the City Council page of the City's website www.cityofslt.us or by contacting the City Clerk.

Susan Blankenship

Susan Blankenship, City Clerk
City of South Lake Tahoe
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, Ca 96150
(530) 542-6005



City of South Lake Tahoe

Report to City Council

Meeting Date: July 14, 2026

Title: LA28 Olympic Torch Relay Invitation Letter and Agreement

Location: Citywide

Responsible Staff Member: Hilary Roverud, Interim City Manager

Background: After initial communications with Mayor Pro Tem Keith Roberts, LA28 transmitted an invitation letter to the City of South Lake Tahoe expressing appreciation for the City's interest in hosting the Olympic Torch Relay as part of the 2028 Olympic Games. In the letter, LA28 states that the Olympic Flame will travel across all fifty states before arriving in Los Angeles for the Opening Ceremony on July 14, 2028. The relay is a historic opportunity to highlight participating communities. Participation in the Torch Relay would present a significant civic and tourism opportunity for South Lake Tahoe. LA28 states that, while it will lead overall delivery of the relay, successful passage through each host community will depend on local support services and coordination.

Issue and Discussion: The accompanying Torch Relay Agreement establishes the framework for that coordination. Under the agreement, LA28 retains overall responsibility for staging the relay, while the City would agree to provide planning, advisory, and operational support services without charge to LA28 or its associated parties. The agreement specifically obligates the City to participate in route planning, operations support, use of City facilities, public safety coordination, and community planning through a City-established Community Task Force. The City would be responsible for organization, production and operation of a cauldron lighting event if it were to be included in the celebrations. These commitments are not barriers to the City participation or execution of the event, however, Council should be aware that the agreement imposes financial, staffing and regulatory commitments on the City and leaves many implementation details to future coordination with LA28 through the Community Planning Guide and subsequent planning processes.

Planning and coordination responsibilities

The City must designate primary and secondary contacts, establish a Community Task Force in coordination with LA28, include a law enforcement representative on that task force, and provide status reports to LA28 upon request. The City must also use the LA28 Community Planning Guide as the governing planning framework for its local responsibilities. We expect to receive the Community Planning Guide in the next few weeks. If a Cauldron Lighting event is held in association with the relay, the City would be responsible for executing this event. City staff have already demonstrated exceptional abilities to plan and coordinate community events, however, depending on the timing of the torch relay, there may not be staffing capacity to plan, coordinate and execute other City events with similar timing, such as the July 4 parade. With the olympic games beginning in mid July 2028, staff is assuming that it is likely that the torch relay will occur through California cities in the June/July timeframe. Staff would be focused on coordinating the torch relay event in

the months leading up to it. Involvement of community partners would be necessary to provide a robust and safe celebration experience.

Permits, fees, and City support at no cost to LA28

The City would agree to provide planning, advisory, and operational support services without charge to LA28 or associated parties. The City would also agree, except for sales tax or business tax, either to waive taxes, permits, licenses, variances, easements, fees, and similar approvals required for staging and broadcast of the relay, or to issue such approvals without cost and without requiring LA28 to submit additional City applications. The extent of permits and fees necessary for the event are not known at this time but will likely include Special Event Permits, Special Event inspections (Fire & ADA), and Facility Use Agreements. Fees associated with permitting may total several thousand dollars but waiving them would not likely have a significant impact on general fund revenues.

Route, facilities, and overnight logistics

The relay route within the City would be jointly developed by LA28 and the City, subject to timing, security, financial, and logistical constraints. The City would be required to provide City-controlled facilities and appropriate personnel free of charge, such as break locations, parking, meeting points, or filming/photography. The City would also provide reasonable assistance in securing non-City facilities, if necessary. If the relay convoy remains overnight, the City would support overnight logistics at its own cost, including helping identify parking areas, facilitating access to wash facilities or electric vehicle charging where feasible, and providing agreed security presence at hotels, parking sites, or areas with protected assets. Costs associated with these commitments are likely to be primarily in staffing the event operations and security, including overtime costs and/or third party contracted services. The potential total cost is unknown at this time.

Operational and public safety obligations

The agreement requires the City to develop and implement plans for emergency medical services, sanitation and waste management, and traffic management sufficient for the event. Traffic obligations may include road closures, barricades, parking suspension, public transit changes, and towing measures. In addition, City law enforcement must participate in route security planning, integrate with other public safety agencies, address threat information, provide crowd control and incident response, and support safe movement of the relay convoy through the City. Again, the total potential costs are unknown but likely primarily in the form of overtime and/or third party contracted services.

Marketing, sponsorship, and branding restrictions

The City would be subject to significant restrictions on sponsorship, advertising, fundraising, and use of Olympic and LA28 related marks. The agreement provides that LA28 has the exclusive right to make sponsorship, marketing, merchandising, and concessionaire arrangements connected to the relay. The City may not enter into commercial arrangements directly connected with the relay without prior written authorization and must make reasonable efforts to prevent unauthorized “ambush marketing” along the route and event sites. City-provided equipment and facilities used for relay events must be free of branding and commercial messages unless approved. The City also

would not be able to publicly promote its relationship with LA28 or use LA28 or Olympic marks except as specifically authorized, and any limited City license to use relay intellectual property would be tightly controlled. There are no direct costs associated with these requirements, other than staff time coordinating with LA28, coordinating with community partners and conducting community relations to enforce marketing restrictions.

Scheduling and event restrictions

The City would be agreeing, to the maximum extent of its authority, that no major public or private event, conference, or meeting that could affect planning, financing, staging, or media exposure of the relay will occur within the City on the day of the relay, unless LA28 provides prior written approval. The agreement prohibits the City from issuing special event and street vending permits during the event, to the extent of the City authority. This could affect local event scheduling and coordination with community partners and may require City Code amendments to implement.

Insurance, indemnity, and risk allocation

The agreement requires the City to maintain specified insurance coverage and name LA28 and associated parties as additional insureds. The agreement also contains a mutual indemnification provision under which each party agrees to defend, indemnify, and hold harmless the other for claims arising from its own acts or omissions in performance of the agreement. Review by City staff indicates that these requirements would be able to be satisfied.

Legal clearances and use of City intellectual property

The City would be responsible, at its sole cost, for securing any third-party rights, releases, consents, music permissions, licenses, and similar clearances needed for City activities related to the relay. The City also would grant LA28, the IOC, and the IPC a broad, non-exclusive, worldwide, royalty-free license to use the City's name, logo, seal and images in connection with the relay and related promotions and materials. The City Code restricts the use of the city seal and logo to "...official city business to identify city programs, initiatives, partnerships and sponsorships and such other appropriate uses that promote the interests of the city as may be authorized in writing by the city manager." The proposed event would be aligned with partnerships that promote the interests of the city and could be authorized by the City Manager.

Termination and uncertainty of final event delivery

LA28 may terminate the agreement and/or the relay through the City at any time, in its sole discretion, for any or no reason, without liability to LA28. This means that there could be potential for the City to invest staff time and planning effort without a guarantee that the event will ultimately occur in South Lake Tahoe. The City's ability to terminate the agreement is limited to occurrence of force majeure events.

The agreement also requires confidentiality until LA28 makes its public announcement of the torch relay route. Media inquiries will be directed to LA28 until that time.

Hosting the LA28 Torch Relay would provide South Lake Tahoe with a unique opportunity to showcase the community on an international stage in connection with the 2028 Olympic Games. As

a destination community known for its natural setting and recreation economy, South Lake Tahoe could benefit from increased media exposure, visitor interest, and related promotional value associated with being selected as a torch relay host. The event could also serve as a unifying civic celebration that brings together residents, businesses, community organizations, and visitors around a positive, high-profile public event.

Staff recommends that the City Council adopt a resolution authorizing the Mayor Pro Tem to sign the LA28 Torch Relay Agreement and designates the Mayor Pro Tem and City Manager as points of contact so the City can preserve this opportunity and continue planning the event with LA28.

Financial Implications: Execution of the agreement does not appropriate funds at this time. However, the agreement obligates the City to provide substantial staff support, public safety coordination, traffic control, sanitation, facility access, permitting accommodations, and potentially overnight logistical support at City cost. Additional analysis of staffing and budget impacts will be required as LA28 provides route, timing, and operational details.

Environmental Considerations: Authorization to execute the agreement is an administrative action, does not itself authorize a physical change to the environment and is not a “project” subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(5). Any future event-related actions would be reviewed separately, as needed, under CEQA.

Policy Implications: Strategic Plan Priority 4.3 is “Strive to develop 51 events per year in coordination with partners.”

Resolution 2026-XXX

Adopted by the City of South Lake Tahoe
City Council

July 14, 2026

Authorizing and directing the Mayor to execute the LA 28 Torch Relay Agreement and designating the Mayor Pro Tem and City Manager as points of contact for the City

BACKGROUND

- A. The LA28 Olympic Flame will travel across all fifty states before arriving in Los Angeles for the Opening Ceremony on July 14, 2028. The relay is a historic opportunity to highlight participating communities.
- B. Participation in the Torch Relay would present a significant civic and tourism opportunity for South Lake Tahoe.
- C. Successful passage through each host community will depend on local support services and coordination which is initially established through a Torch Relay Agreement between LA28 and the City.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Resolves that the above recitals are true and a substantive part of this resolution.
2. Authorizes and directs the Mayor Pro Tem to sign the LA28 Torch Relay Agreement and designates the Mayor Pro Tem and City Manager as the primary and secondary points of contact and liaisons between LA28, the City and Community Task Force.

Adopted by the City of South Lake Tahoe City Council on July 14, 2026 by the following vote:

Yes:

No:

Absent:

Abstain:

Cody Bass, Mayor

Date:

Attest:

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.



TORCH RELAY

Invitation Letter & Agreement



South Park Center
1150 S Olive St. Suite 700
Los Angeles, CA 90015

July 9, 2026

Cody Bass
Mayor
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

RE: Olympic Torch Relay

Dear Mayor Bass,

The Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (LA28) greatly appreciates your interest in hosting the Olympic Torch Relay in the City of South Lake Tahoe as part of the 2028 Olympic Games. For the first time in history, the Olympic Flame will make its way across all fifty states, showcasing the cultural and civic diversity that makes our nation unique, before arriving in Los Angeles at the Opening Ceremony on July 14, 2028.

Few traditions reflect the spirit and heritage of the Olympic Games as profoundly as the Flame's journey. Starting from Olympia, Greece, the Torch Relay will be planned in close collaboration between LA28 and each participating city. While LA28 will lead the overall delivery of the Relay, its success will rely on key support services from the City of South Lake Tahoe to ensure a safe and seamless passage through your community. Enclosed is the Torch Relay Agreement, which outlines the primary areas where LA28 will need the City's partnership to deliver this historic event.

It is critical that the route and the City of South Lake Tahoe's involvement remain strictly confidential until LA28 issues the official public announcement. Upon receipt of the executed Torch Relay Agreement, LA28 will provide additional information to support the City of South Lake Tahoe prior to the public announcement of its participation in the Relay.

The 2028 Olympic Torch Relay will create a meaningful legacy in your city and offer your community a unique opportunity to participate in the 2028 Games. This year, I had the incredible and unforgettable honor of participating in the Milano-Cortina 2026 Winter Olympic Torch Relay. The torch is a powerful global symbol of unity across nations, and we have an opportunity to make history as we carry that same spirit and energy across our country. Together, we will ensure the 2028 Olympic & Paralympic Games reflect the heart and soul of America. We hope that the City of South Lake Tahoe will join us in this momentous event, and we look forward to working alongside you to shine a global spotlight on your community.

Sincerely,

Chief Executive Officer
Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028

Enclosures: Torch Relay Agreement

CONFIDENTIAL



TORCH RELAY AGREEMENT

This Torch Relay Agreement (the "Agreement") is entered as of the date of the last signature set forth below between the Los Angeles Organizing Committee for the Olympic Games 2028 ("LA28") and the City of South Lake Tahoe ("City"). Collectively, these entities shall be known herein as the "Parties" or individually as a "Party." Capitalized terms used in this Agreement have the meanings set forth in Addendum C ("Definitions").

I. REQUIREMENTS

1. Roles of the Parties.

1.1 LA28's Role. LA28 has the overall responsibility for staging the Relay within the City Jurisdiction with the principal objectives of: (i) showcasing the City, community, and surrounding region whenever possible, and (ii) promoting the Games and the Olympic Movement.

1.2 City's Role. The City agrees to provide planning, advisory and operational support services, without any charge to LA28 or Associated Parties, that include, but is not limited to: (i) assisting LA28 with the staging of the Relay and associated events (including, as applicable, Cauldron Lighting or Celebration events) within the City Jurisdiction; and (ii) ensuring that no other major events are staged in the City Jurisdiction on the day of the Relay. The City's rights and responsibilities in relation to the Relay within the City Jurisdiction are as set forth in this Agreement. The City will carry out such responsibilities as are applicable to the City and will, through its membership and representation on the Community Task Force, cause the Community Task Force to carry out such responsibilities as are assigned to the Community Task Force.

The City acknowledges that, LA28 possesses the exclusive right in connection with the Relay to make sponsorship, marketing, merchandising and concessionaire arrangements.

The City hereby appoints the following individuals to act as the principal and secondary points of contact and liaisons between LA28, on the one hand, and the City and Community Task Force, on the other:



City's Primary Contact:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____

City's Secondary Contact:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____

1.3 Community Task Force Establishment and Management. In coordination with LA28, the City shall establish a Community Task Force, composed of City's relevant stakeholders. The Community Task Force plans and coordinates all aspects of the City's participation in the Relay and assists and advises LA28 on other Relay aspects. The City shall appoint a law enforcement representative to serve as part of the Community Task Force to ensure the integration of Relay requirements into public safety planning.

1.4 Community Planning Guide. LA28 shall provide the City with the CPG, which is hereby referenced and incorporated herein. The CPG shall serve as a guide to the City and Community Task Force in the planning process as the City plans and executes its responsibilities related to the Relay and any associated events within the City Jurisdiction. The CPG will include recommended best practices for operations, including environmental sustainability efforts. Taking into account the protection of Confidential Information, City agrees to distribute copies of the CPG to appropriate members of the Community Task Force and other City persons responsible for the Relay (and any associated events) that are necessary in order to allow City to meet its obligations under this Agreement. The City agrees that LA28 may from time to time provide the City with an updated and/or amended version the CPG, whereupon the City will treat such updated and/or amended version as the CPG for all purposes of this Agreement.

1.5 Status Reports. At LA28's request from time to time, the City shall provide LA28 with status reports regarding the performance of the City's obligations pursuant to this Agreement, and of the City's activities in connection with the Relay generally, at such intervals as LA28 may reasonably request.

2. Taxes and Permits. Except for sales tax or business tax, in the event any tax, permit, license, variance, easement, fee, and/or other requisite permissions as may be required in connection with the staging and broadcast of the Relay and/or any associated events within the City Jurisdiction, City agrees to either: (i) waive all such tax, licenses, permits, and/or fees, etc.; or (ii) issue all such permits, licenses, or permissions (without regard for differences in local terminology) without the need for LA28 or the relevant



Associated Parties to lodge any further application with the City and at no cost to LA28 or the relevant Associated Parties.

3. City Torchbearer Selection.

3.1 In accordance with LA28 criteria, the City and Community Task Force shall have the opportunity to propose name(s) for a torchbearer to carry the Olympic Flame in the City. All aspects of torchbearer selection (e.g., number of torchbearers, selected individual, etc.) are subject to LA28 approval in its sole discretion. Torchbearer slots are merit-based and cannot be sold, exchanged for donations or value of any kind, or given away as a prize. Torchbearers shall be subject to a security background check, and elected officials and/or political candidates are not eligible. LA28 will provide additional criteria and information related to the process and timelines for selecting City torchbearers in the CPG or as otherwise communicated by LA28.

4. Relay Route.

4.1 The Relay route within the City Jurisdiction is a collaborative partnership between LA28 and the City. LA28 will work with the City and Community Task Force to identify priority locations to be included in the Relay route within the City Jurisdiction (subject to timing, security, financial and logistical limitations). The Parties shall mutually agree upon and document the Relay route within the City Jurisdiction.

4.2 For any city in which no Cauldron Lighting or Celebration event takes place within the City Jurisdiction (if applicable), the City shall have the right to request a brief stop at a strategic location (with local cultural, historic, or community significance) on the Relay route within the City Jurisdiction where the City intends to conduct a brief Photo Moment, which shall comply with all terms and conditions of this Agreement. LA28 will provide criteria to support the City's selection and use of the location.

5. City Facilities. The operation of the Relay may require the use of City venues or facilities, such as City buildings, museums, schools, sports and community centers, etc. These may be used as locations for photography/filming opportunities, break locations during the Relay, parking locations for Relay vehicles or as meeting points for torchbearers. LA28 and the City will review the route and jointly determine the appropriate locations that may be used for the Relay operation. The City will provide the facility(ies) and appropriate personnel it controls to manage the facility(ies) free of charge to LA28. The City shall also provide reasonable assistance and support to LA28 to locate and secure non-City controlled facilities that may be necessary to support the Relay within the City Jurisdiction.

6. City Services. Taking into account requisite criteria provided by LA28, the City shall: (i) develop a formal plan for each of the following services sufficient to accommodate an event of similar scope and magnitude; and (ii) implement such services according to such plans, as necessary to support the Relay and associated events (including, as applicable, Cauldron Lighting or Celebration events) within the City Jurisdiction:

6.1 Medical Services. The City shall provide emergency medical services to members of the public and Relay participants, considering spectators along the Route of the Relay, torchbearers, Relay staff, and attendees of the Cauldron Lighting/Celebration (to the extent applicable).

6.2 Sanitation and Waste Management Services. The City shall provide sanitation and waste management services for the Relay and any associated events within the City Jurisdiction.

6.3 Traffic Management. The City shall implement, as appropriate, road closures, traffic control system management, barricades, parking suspension, public transit changes, and towing, among any other necessary transit-related measures, to ensure the continuous, safe, and secure movement of the Relay convoy through the City Jurisdiction and the execution of any Relay associated events.

7. Public Safety and Security. The City, through both City and law enforcement agencies under its jurisdiction, shall:

- (1) assist LA28 in the development of the Relay route to account for local safety and security considerations;
- (2) cooperate with LA28 to implement Relay security standards and participate in any local, federal, state, or LA28 security working group(s) established for the purpose of setting Relay security standards and developing Relay plans;



- (3) integrate with, cooperate with, and assist other non-City public safety agencies, (e.g., federal and state police, highway patrol, etc.) into local Relay security planning;
- (4) liaise with the LA28 Relay security function on any known or perceived security threats to the Relay and participate in Relay intelligence gathering and risk assessment activities;
- (5) provide resources to ensure an agreed upon level of safety and security for spectators, the Relay convoy, and all Relay personnel;
- (6) plan for and provide a law enforcement response capability in the event of any security incidents;
- (7) provide law enforcement and other personnel for crowd control along the Relay route within the City Jurisdiction and at any associated event sites; and
- (8) provide appropriate resources to facilitate the passage of the Relay convoy through the City Jurisdiction and implement measures to provide for the smooth movement of the Relay convoy on entry to and exit from the City Jurisdiction.

8. Ambush Marketing. City shall not enter into any sponsorship, marketing, merchandising or concessionaire, promotional or other commercial arrangements directly in connection with the Relay without prior written authorization of LA28 or the IOC.

8.1 Furthermore, City agrees to make reasonable efforts, as permitted by applicable law:

- (1) to cooperate with LA28 and the IOC to prevent Ambush Marketing, including promptly notifying LA28 of any actual or suspected Ambush Marketing activities (and to assist LA28 and the IOC to effectuate prompt take-down of Ambush Marketing activities);
- (2) to work to ensure that, to the extent permitted by law, the Relay route and the Relay event sites (including the Cauldron Lighting/Celebration site) are free of advertising or promotional material not otherwise approved by LA28 or the IOC (and to assist LA28 in selecting alternative routes/sites as appropriate to avoid proximity to such unsanctioned advertising/promotion in the event requested by LA28);
- (3) to ensure that all facilities and equipment (e.g., barriers, tents, chairs, umbrellas, portable restrooms, concessionaire tents or vans, clothing of featured speakers and entertainers, etc.) provided by or for the City and used along the Relay Route or at Relay event sites (including the Cauldron Lighting/Celebration site), are free of all branding, advertising or other commercial messages;
- (4) to implement adequate resources to prevent/cure/remedy, to the extent permitted by law, any Ambush Marketing activities, including the distribution of non-authorized product samples, premiums, promotional literature and other commercial materials in and adjacent to the Relay Route; and
- (5) to not issue permits for street vending from locations along the Relay Route or at Relay event sites, except as agreed by LA28.

9. Relay Marketing and Promotion.

9.1 Marketing and Promotion. The City agrees to support the promotion of the Relay in order to ensure its success and its positive impact on the City, including by doing the following things, all with LA28's prior approval and coordination:

- (1) plan and conduct Relay media events (e.g., milestone events and press conferences) and support LA28-coordinated Relay announcements;
- (2) plan and implement a marketing and promotion plan for the Relay, including local advertising and community-based promotion with community-based organizations; and
- (3) abide by applicable LA28 and IOC brand guidelines provided by LA28 and promptly comply with LA28 and/or IOC requests to remove, modify, correct, or otherwise amend any promotional or marketing materials issued by the City as needed.

9.2 Restricted Publicity and Marketing Rights. Except as expressly stated otherwise in this Agreement (in particular pursuant to Section 9.1 (Marketing and Promotion)) or in the CPG (in particular pursuant to the marketing and brand guidelines):



- (1) the City shall not publicly disclose its relationship with LA28 and/or the IOC for promotional purposes or otherwise, to create an association, express or implied, with the International Olympic Committee, the Games or the Olympic Movement without the express prior written consent of LA28; and
- (2) the City undertakes not to use "LA28", "Los Angeles 2028", Relay IP, LA28 Marks, Games logo or mascot of the 2028 Olympic Summer Games or any other LA28 identification or trademark, Olympic and Paralympic Marks, or any Olympic Properties as a reference or means of promotion or publicity, without the express prior written consent of LA28 and/or the IOC and/or the IPC.

10. City Use of Relay IP.

10.1 License. LA28 hereby grants to the City a non-exclusive, non-transferable, royalty-free, limited license (the "License") to use the Relay IP for non-commercial purposes subject to the terms and conditions described in this Agreement and the CPG. All rights, opportunities and approvals not expressly granted to the City by this Agreement and/or the CPG are reserved by LA28. The License will be in effect for a limited term commencing upon execution of this Agreement and terminating upon the conclusion of the Relay within the City Jurisdiction, unless LA28 (in its discretion) terminates or modifies the license term by notifying the City in writing (email to suffice). The City may use the Relay IP:

- (1) only while the License is in effect;
- (2) only within the United States of America;
- (3) only in connection with the Relay and any associated Relay activities within the City Jurisdiction (the "Use");
- (4) only in accordance with LA28's specifications, directions, and standards as stipulated by LA28 (including specifications, directions and standards specified in the CPG) to the City, as updated by LA28 in its sole discretion from time to time;
- (5) in such manner so as to ensure that no association whatsoever, other than as strictly contemplated by the Use, is created between the Relay IP, LA28, the Games, the 2028 Paralympic Games, Team USA, Olympic Properties and/or the Olympic and Paralympic Movement, on the one hand, and any other entity, commercial or otherwise, on the other hand, without express written approval in advance (and in each instance) from an authorized representative of LA28 and/or USOPP, the IOC and/or the IPC (as applicable).
- (6) in no way that utilizes the Relay IP or association to the Games with the intent to drive or derive revenue or fundraise;
- (7) in no way that promotes activities not directly related to the Relay;
- (8) only by the City's principal administrative office (i.e., Mayor's office or equivalent). The Relay IP shall not be inherited and/or used by other individual city departments/agencies, individual elected officials, or used on City materials (including, but not limited to, letterheads, emails signature blocks, business cards, professional/official titles, etc.), unless explicitly permitted by LA28;
- (9) in no way that associates the Relay IP or the Games with any political purpose or issue or in connection with elections;

11. LA28 Usage of City IP. The City grants LA28 and/or the IOC and IPC a non-exclusive, royalty-free, worldwide license (with the right to sublicense) to use the City's name, logos, symbols, emblems, trademarks, service marks, and any images or likenesses of the City (collectively, "City IP") in any media, whether now known or later developed, in connection with the Relay and any related or associated events, activities, promotions, communications, or materials. This license includes the right to reproduce, display, distribute, adapt, modify, and create derivative works from the City IP, and to combine the City IP



with other content produced or authorized by LA28, the IOC and/or the IPC. The City represents that it has all rights necessary to grant this license.

12. **Marketing and Brand Restrictions.** The exchange of any value for the use of LA28 Marks, the Relay IP, the Olympic and Paralympic Marks and/or Olympic Properties with any entity that is not a Marketing Partner is strictly prohibited. The City further acknowledges and agrees that the City cannot utilize in a commercial manner any of the following protected terms: LA28, LA 2028, Los Angeles 2028, Olympic, Olympiad, Paralympic, Paralympiad, Citius Altius, Fortius, Team USA, America Espirito Sport Fraternite. Any funding source (e.g., civic funds, non-profit civic oriented entities, chambers of commerce, private individuals, etc.) utilized by the City in support of its delivery obligations under this Agreement shall comply with all the terms and conditions of this Agreement, the CPG, and the LA28 and IOC brand guidelines. For exemplary purposes, a non-exhaustive list of LA28 Marks and Olympic and Paralympic Marks are attached hereto as Addendum D.

13. **Other Events.** The City hereby confirms and undertakes, to the maximum extent of its authority, that no major public or private event, conference, or other meeting which could have an impact on the successful planning, organizing, financing and staging of the Relay (and any associated events) or its public and media exposure, will take place within the City Jurisdiction on the day the Relay is present within the City Jurisdiction, without the prior written approval of LA28.

14. **Cooperation and Consultation.** The parties hereby acknowledge that the successful staging of the Relay (and Cauldron Lighting/Celebration to the extent applicable) within the City Jurisdiction shall require cooperation and consultation between them at all times and that each Party shall make every effort to keep the other fully informed as to the progress of its plans, any particular difficulties encountered by a Party, any changes in plans, and without restricting the foregoing, any information which might affect the obligations of the other Party. LA28 reserves the right to review and approve any and all aspects of the Relay and related events within the City Jurisdiction.

15. **Special Requests.** The City acknowledges that LA28 may from time to time request the City to carry out obligations or provide services which go beyond, or deviate from, the City's obligations and services set out herein. Such a request could result from a variety of circumstances, including circumstances which are unique to the City and which are not reflected in the Agreement (e.g., due to the exigencies of LA28's obligations related to the Relay). The City will use commercially reasonable efforts to carry out any such special requests or provide the services that form the subject of the request(s).

16. **Third Party Clearances.** City represents and warrants that it shall, at its sole cost, conduct any and all legal review, secure any necessary rights and clearances, and make any required payments which have or may become due in connection with the exercise of any of its activities related to this Agreement, including, but not limited to, any and all required third-party authorizations, talent releases, consents, clearances, music permissions, and licenses. City shall not exhibit, reproduce, or otherwise supply any programming or content for which City has not obtained all necessary clearances, and any such rights secured by City shall include the Associated Parties as third-party beneficiaries.

17. **Standard Terms and Conditions.** The Parties agree that the standard terms and conditions set forth in Addendum B ("Standard Terms and Conditions") are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

18. **Cauldron Lighting Terms and Conditions.** The Parties agree that the terms and conditions set forth in Addendum A ("Cauldron Lighting Addendum") are hereby incorporated into and made a part of this Agreement as if fully set forth herein. In the event of any conflict between the terms of this Agreement and Addendum A, the terms of Addendum A shall control unless expressly stated otherwise.

[The remainder of this page has intentionally been left blank; signature pages and addendums follow]



IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date of signature of the Parties:

CITY OF SOUTH LAKE TAHOE

By: _____
Cody Bass, Mayor
City of South Lake Tahoe

Date: _____

LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028 d/b/a LA28

By: _____

Date: _____

ADDENDUM

ADDENDUM A

CAULDRON LIGHTING ADDENDUM

ADDENDUM B

STANDARD TERMS AND CONDITIONS

ADDENDUM C

DEFINITIONS

ADDENDUM D

LA28, OLYMPIC AND PARALYMPIC MARKS





ADDENDUM A

CAULDRON LIGHTING ADDENDUM

1. Cauldron Lighting Site Support Services.

1.1 The Cauldron Lighting event shall be organized, produced, and operated by the City, except to the extent specifically agreed by the OCOG in writing in each instance. For the Cauldron Lighting, the City agrees, at its cost, to:

- (1) subject to LA28 approval, procure a suitable event site and ensure the site is clean; free of commercial, political, social, and/or religious messaging, advertising, and signage; and in good operating order for the Cauldron Lighting;
- (2) provide all necessary facilities and amenities necessary for the conduct of the event including stage, stage equipment, video screen, barricades, toilet facilities, lighting, security services, etc.;
- (3) provide, at LA28's request, space at the Cauldron Lighting site for the conduct of LA28 activities;
- (4) ensure that all commercial and non-commercial activities proposed for the Cauldron Lighting site are approved by LA28;
- (5) plan and conduct a marketing and promotion campaign for the Cauldron Lighting subject to the terms and conditions of this Agreement, the CPG, and LA28 brand guidelines;
- (6) ensure that the general public are permitted to enter the Cauldron Lighting free of charge;
- (7) ensure there is no commercial messaging by speakers and entertainers other than those approved by LA28;
- (8) provide a level of security and other services as required commensurate with the size, scale, and scope of the event and expected attendance; and
- (9) identify an appropriate individual(s) to greet the flame on behalf of the City.

2. Marketing Partner Cooperation.

2.1 The City shall work with Marketing Partners in good faith to make space at the Cauldron Lighting site available for any Marketing Partner activities associated with the Relay, to the extent reasonably available in light of site, operational, and scheduling considerations.

3. Overnight Logistics.

3.1 The City shall support, at its cost, the overnight stay of the Relay convoy and Relay team by:

- (1) assisting LA28 in identifying appropriate overnight parking area(s) for the Relay vehicles. Where such area(s) is managed by the City, provide such space at no cost to LA28 and, if owned by third parties, assist LA28 in procuring the parking area;
- (2) where feasible, provide LA28 vehicles access to City-owned vehicle wash facilities and electric vehicle charging stations; and
- (3) provide a security presence (onsite law enforcement or regular patrols) as agreed between LA28 and City at Relay hotels, parking sites, or areas with protected assets.



ADDENDUM B

STANDARD TERMS & CONDITIONS

1. Term and Termination.

1.1 Term. The term shall commence upon full execution of this Agreement and terminate upon the full performance by the Parties of all their respective obligations hereunder, subject to any early termination permitted hereunder.

1.2 Termination With or Without Cause. LA28 may, in its sole discretion, terminate this Agreement and/or the Relay through the City Jurisdiction at any time for any or no reason, without any liability to LA28. In the event of such termination, LA28 will use reasonable efforts to coordinate with City and will provide City with written notice of the termination as soon as practicable.

1.3 Termination for Force Majeure. In the event of a Force Majeure Event which renders the Relay impossible within the City Jurisdiction, even with reasonable efforts to overcome such Force Majeure Event, either Party may terminate this Agreement upon written notice to the other Party, without any liability to either Party under this Agreement. For purposes of this Agreement, a "Force Majeure Event" shall mean any event prohibiting or delaying a Party's performance of its obligations under this Agreement (other than any obligation to pay or otherwise provide consideration) arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a Party, not occasioned by or based upon the fault or negligence of such Party, including flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic, or other natural physical disaster, war, military operations, riot, crowd disorder, terrorist action, civil commotion (or reasonable threat of any of the foregoing), failure or shortage of power supplies, ransomware attack, interruption of data networks, strike, lock-outs or other industrial action (other than strikes, lock-outs or other industrial action involving only the employees of the affected Party) and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or any competent national or international authority.

2. Confidentiality. The City will: (i) keep all Confidential Information in strict confidence and will not, without LA28's prior written consent, disclose any such Confidential Information to any person not expressly authorized by LA28 to review such Confidential Information other than for the performance of the City's obligations under this Agreement; and (ii) if the City is subject to the provisions of the California Public Records Act (Cal. Gov. Code §§ 7920 et seq.), the Freedom of Information Act (5 U.S.C. § 552 et seq.), or any equivalent legislation of general application in the City Jurisdiction, the City shall promptly notify and consult

with LA28 regarding any relevant request received prior to making any disclosure of Confidential Information. In the event that LA28 (at its sole cost) seeks a protective order from a court of competent jurisdiction to restrict disclosure of any Confidential Information, the City shall not oppose such effort. Nothing in this Section (Confidentiality) shall restrict the City in its capacity as a governmental authority, including in connection with any public hearings, meetings, testimony, or written or oral reports necessary for the approval or administration of this Agreement. This Section shall survive for a period of five (5) years from the date of Agreement.

3. Insurance. City agrees to provide LA28 with evidence of insurance as further described in this Section 3 from its insurance carrier(s) naming LA28 and LA28 Associated Parties (defined in Section 3.5 below) as additional insureds. All insurance required hereunder shall be written by reputable insurers accorded a rating by A.M. Best Company, Inc. of Excellent (A) or higher at the time of issuance of any policy pertaining to such insurance, and shall be subject to the terms and conditions contained herein.

3.1 During the terms of this Agreement, City and LA28 each agree to maintain an occurrence-based policy of liability insurance as follows:

- a) Commercial General Liability Five Million Dollars (\$5,000,000) per occurrence and in the aggregate, (including bodily injury, property damage, product liability, contractual liability and completed operations coverage).
- b) Automobile Liability Insurance Two Million Dollars (\$2,000,000) combined single limit.
- c) Workers' Compensation as required by law or statute, and Employer's Liability Insurance Two Million Dollars (\$2,000,000) for each employee/each accident/policy limit.
- d) Property coverage to protect against loss of owned or rented equipment and tools brought onto and/or use in connection with the Agreement.
- e) Excess coverage may satisfy the required limits provided coverage is as broad as the primary coverage.

3.2 Proof of Insurance. The City must provide written proof of the insurance coverage specified above by no later than December 31, 2026, and thereafter upon the written request of LA28.

3.3 Notice of Cancellation. The City will ensure that all the insurance policies specified herein may not be cancelled without the insurer giving at least thirty (30) days' prior written notice to LA28.

3.4 Notification of Claim. The City agrees to notify LA28 within seven (7) business days of any claim made



under any insurance coverage specified herein which relates directly or indirectly to LA28 or the LA28 Associated Parties. LA28 agrees to notify the City within seven (7) business days of receipt of any claim arising or alleged to arise out of the Relay or related Cauldron Lightings/Celebration within the City Jurisdiction.

3.5 All insurance required of the City hereunder shall: (a) provide that the coverage thereunder may not be canceled for reasons other than the nonpayment of premium unless thirty (30) days' written notice thereof is furnished to LA28; (b) be primary and not contributory for coverages affording additional insured coverage as required herein with respect to the City's obligations; (c) include Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 d/b/a LA28 and its subsidiaries and affiliates, United States Olympic and Paralympic Properties, LLC, United States Olympic and Paralympic Committee, International Olympic Committee, International Paralympic Committee, City of Los Angeles (where not explicitly precluded by law or any applicable City policy), State of California (where not explicitly precluded by law or any applicable City policy), and any other entities required by contract or law to be named as additional insured, in each case as provided in writing by LA28 to City in advance of the Relay (collectively "LA28 Associated Parties") as additional insureds; and (d) contain a waiver of subrogation with respect to each of LA28 and its subsidiaries and affiliates, and the LA28 Associated Parties, where allowed by law. To the extent the City retains any contractor or service provider for production delivery (or similar) services, the City shall ensure that such contractor(s) maintain commercially reasonable insurance policies applicable to the work and/or services with limits in amounts commensurate with the scope and scale of the production delivery services, subject to the terms contained in this Section 3.5, and in all cases, as required by law and subject to LA28's reasonable approval. Certificates of Insurance to LA28 shall be transmitted to coi@la28.org. Certificate Holder: LA28, c/o Finance/Risk

3.6 All insurance required of LA28 hereunder shall: (a) provide that the coverage thereunder may not be canceled for reasons other than the nonpayment of premium unless thirty (30) days' written notice thereof is furnished to LA28; (b) be primary and not contributory for coverages affording additional insured coverage as required herein with respect to LA28 obligations; (c) include the City as additional insured, where permitted by law, and (d) contain a waiver of subrogation with respect to the City where permitted by law. Certificates of Insurance to the City shall be transmitted to:

City to provide instructions for submission of certificate:

Certificate Holder: _____

3.7 No Further Requirements. The Parties acknowledge and agree that the insurance requirements applicable to this Agreement are limited solely to those expressly set forth herein. Notwithstanding any provisions of law, regulation, or City policy to the contrary, no additional insurance requirements, coverages, or endorsements shall apply to LA28 unless expressly stated in this Agreement. The City expressly waives any other insurance requirements that it may generally impose or require of third parties, including, without limitation, those customarily required as a condition to the issuance of a permit, license, or other permission (without regard for local differences in terminology) by the City, to the extent such requirements are not expressly included in this Agreement.

4. Indemnification. Each Party agrees to defend, indemnify and hold the other (including the indemnified Party's officers, servants, and employees) harmless from all loss or liability for injury or damage, actual or alleged, to persons or property arising out of or resulting from the indemnifying Party's acts or omissions in the performance of this Agreement. City and LA28 agree that the indemnification obligations in this Agreement are a continuing obligation and shall survive termination of this Agreement.

5. Limited Liability. None of the Unrelated Parties shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of this Agreement or any subsequent agreement between the parties relating to the subject matter hereof and that the sole and exclusive recourse or remedy by City for any cause of action under this Agreement shall be against the assets of LA28 only; without limiting the foregoing, LA28 shall not be deemed to be an agency, instrumentality, joint venture, or agent of any Unrelated Party.

6. Time of the Essence. Time is of the essence of this Agreement. The Parties acknowledge that the time set for conducting the Relay cannot be changed (except by LA28). The Parties agree to notify each other as soon as practicable if either becomes aware of any condition that will affect timing of the Relay.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings and agreements between the Parties with respect thereto.



8. Severability. If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Agreement, and any such void or unenforceable provision may be severed from this Agreement without affecting the remainder of the Agreement.

9. Conflicts of Interest. Each Party agrees to use its best efforts to ensure that its directors, officials, officers, employees, volunteers, contractors, advisors, and agents do not engage in any activity nor obtain any interest during the course of this Agreement that is likely to conflict or restrict the Party from performing its responsibilities in an ethical manner. To the extent a conflict of interest does arise, the respective Party shall reasonably alleviate such conflict.

10. Amendments and Waivers. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both Parties hereto, and any such amendment shall be subject to IOC Approval.

11. Subject to IOC Approval. This Agreement and amendments hereto are subject to IOC approval. Each Party agrees to use its reasonable commercial efforts to make any required amendments in a manner so as to obtain the IOC's approval.

12. Notices. Any demand, notice, or other communication to be given in connection with this Agreement, must be in writing and given by personal delivery, registered mail or e-mail addressed:

in the case of LA28, as follows:

Name: _____

Address: _____

Email Address: _____

or to such other address, individual or e-mail as may be designated by notice given by either Party to the other.

13. Assignment. Except to the extent LA28 is required pursuant to a contractual obligation to assign any right or obligation to the IOC or IPC, the Parties may not assign their respective rights and/or obligations under this Agreement without the other Party's prior written consent.

14. Authority of City. The City represents and warrants that: (a) it has and will continue to have all necessary power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement by it and the performance by it of its obligations hereunder have been duly authorized by all necessary action(s) and such authorization will continue to be in full force and effect through the term of this Agreement; (c) this Agreement has been duly executed and delivered by the City and is and will continue to be a valid and binding obligation of the City, enforceable against it in accordance with its terms, subject to bankruptcy and similar laws of general application relating to or affecting creditors' rights and to general equity principles; and (d) the execution, delivery and performance of this Agreement will not violate or conflict with any obligation, regulation, statute, or law, or result in breach or violation of any other agreement or instrument to which City is bound.

15. Binding Effect. This Agreement shall be binding on City's successors and permitted assigns and shall inure to the benefit of any successors and assigns of LA28.

and in the case of the City, as follows:



CONFIDENTIAL

B-3



ADDENDUM C

DEFINITIONS

1. Definitions. In this Agreement, unless something in the subject matter or context is inconsistent therewith:

1.1 "Ambush Marketing" means any or all of the following: (1) any non-Games partner/sponsor company's use of creative means or efforts to generate any false association with the 2028 Games, whether through the use of protected Olympic Properties or not; (2) any non-Games partner/sponsor company's infringement of any Applicable Law, rule or regulation that protects the use of the Olympic Properties and other Olympic and Paralympic imagery and indicia; and (3) any other action, activity, support, and/or participation in activities that directly or indirectly interferes with, undermines, encroaches, compromises, curtails, infringes or ambushes, the legitimate marketing activities and rights of the 2028 Games sponsors and/or creates a commercial association with the 2028 Games without the authorization of LA28.

1.2 "Associated Parties" means IOC, IOC Affiliates, IPC, USOPC, USOPP, Sponsors, Official Providers, official LA28 licensees, Marketing Partners, ALEM International Management Inc., LA28, LA28 employees, contractors and employees and other LA28 designees.

1.3 "Cauldron Lighting" refers to a community event hosted by the City to celebrate the arrival of the Olympic Flame in the City staged at the end of the day. The event comprises of the arrival of the final torchbearer of the day, who will light a mini cauldron.

1.4 "Celebration" refers to a community festival-like event organized, produced, operated, and hosted by the City at the end of the day to celebrate arrival of the Olympic Flame in the City staged at the end of the day. A core component of the celebration is the arrival of the final torchbearer of the day, who will light a mini cauldron.

1.5 "City Jurisdiction" means the local government area under the jurisdiction of the organization constituted as the local governing authority for the City, including City, Municipality, Town, Village, District, County, or such other designation or title as may be applicable.

1.6 "Community Planning Guide" or "CPG" means the Torch Relay Community Planning Guide which will be provided by LA28 to City.

1.7 "Community Task Force" means the group established by the City to plan and coordinate all aspects of the City's participation in the Relay.

1.8 "Confidential Information" means all information and data disclosed by LA28 to the City which is identified as confidential at the time of disclosure or is reasonably identifiable as confidential, including this Agreement and the CPG (including, for avoidance of doubt, any emblems and graphics within) but excluding information which: (i) was publicly known at the time of disclosure; (ii) became publicly available after disclosure to the City without breach of this Agreement; (iii) was lawfully received by the City on a non-confidential basis from a source other than LA28; (iv) was within the City's possession prior to being furnished by LA28; or (v) is required to be disclosed by the City pursuant to judicial order or other compulsion of law (including public records or "Sunshine Act" laws), provided that the City will provide to LA28 prompt written notice of such order or requirement and complies with any protective order imposed on such disclosure.

1.9 "Games" means the 2028 Olympic Summer Games and the 2028 Paralympic Summer Games.

1.10 "IOC" means the International Olympic Committee.

1.11 "IOC Affiliates" means the Olympic Foundation for Culture and Heritage, IOC Television & Marketing Services SA, Olympic Channel Services SA, Olympic Channel Services S.L., Olympic Broadcasting Services SA, Olympic Broadcasting Services S.L. and their respective affiliates.

1.12 "IPC" means the International Paralympic Committee.

1.13 "LA28" means the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028.



1.14 "LA28 Marks" means any present or future trademark, service mark, copyrighted work or other intellectual property, including any logo, sport pictograms and/or mascot of LA28, the USOPP, and the USOPC, including, without limitation, all trademarks, service marks, copyrighted works and other intellectual property of LA28, the USOPP, and the USOPC. For exemplary/demonstrative purposes, a non-exhaustive list of LA28 Marks are attached hereto as Addendum D.

1.15 "Marketing Partners" means those companies and organizations that are recognized by LA28 as associated with the Relay (i.e., Relay Sponsors or Presenting Sponsors). LA28 will provide written notification of Marketing Partners.

1.16 "Relay IP" means the Olympic Torch Relay Emblem and the city designation, as provided by LA28.

1.17 "Official Providers" means those companies and organizations that are recognized by LA28 as helping to fund and operate the Relay and are designated by LA28 as Providers of the Relay. LA28 will provide written notification of Official Providers.

1.18 "Olympic Flame" means the flame ignited in Olympia, Greece and travels through certain cities throughout the world and finally to Los Angeles for the Opening Ceremony of the 2028 Olympic Games.

1.19 "Olympic and Paralympic Marks" means any Olympic- or Paralympic-related symbols, emblems, marks, designations or terminology, including (a) the words "Olympic" and "Olympiad" and "Paralympic"; (b) the symbol of the IOC, consisting of five interlocking rings, and/or (c) the symbol of the IPC, consisting of three Agitos. For exemplary/demonstrative purposes, a non-exhaustive list of Olympic and Paralympic Marks are attached hereto as Addendum D.

1.20 "Olympic Properties" (as defined by the Olympic Charter (as available on the following link: www.olympic.org/documents/olympic-charter) and as periodically updated), including without limitation the Olympic symbol, flame, torches, emblem(s) such as Olympic Games emblems, trademark(s), theme(s), logo(s), mascot(s) and/or other designation(s).

1.21 "Olympic Torch Relay Emblem" means the official emblem for the Relay, as created by LA28 in its sole discretion.

1.22 "Relay Sponsors" means those sponsors that are recognized by LA28 as helping to fund and operate the Relay. LA28 will provide written notification of Relay Sponsors.

1.23 "Relay" means the Los Angeles 2028 Olympic Torch Relay, which commences in Olympia, Greece and travels through certain cities throughout the world and finally to Los Angeles for the Opening Ceremony of the 2028 Olympic Games.

1.24 "TOP Partners" means the group of companies selected by IOC as worldwide Olympic sponsors (within the TOP V Programme as referred to in Article 45(e) of the Host City Contract between the IOC and LA28). TOP Partners are listed on LA28's official website.

1.25 "Torch(es)" means the hand-held Olympic torch(es) used to transport the Olympic Flame in the Relay.

1.26 "Unrelated Parties" means the City of Los Angeles, the State of California, the IOC, IOC Affiliates, IPC, USOPC, USOPP, or any of their respective representatives.

1.27 "USOPC" means United States Olympic and Paralympic Committee.

1.28 "USOPP" means United States Olympic and Paralympic Properties.

"Photo Moment" refers to the event hosted by the City to celebrate arrival of the Relay in the City. The Photo Moment shall consist of a brief stop of the Relay at a strategic location (with local cultural, historic, or community significance) on the Relay route within the City Jurisdiction.



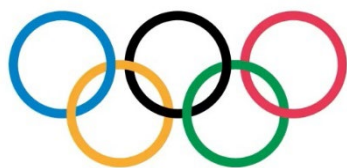
ADDENDUM D

LA28, OLYMPIC AND PARALYMPIC MARKS

Below is a non-exhaustive list of LA28 Marks and Olympic and Paralympic Marks, included for demonstrative/reference purposes only.

LA28 Marks and Olympic and Paralympic Marks include, but are not limited to, (1) the name, "United States Olympic and Paralympic Committee"; (2) any of the following words: "Olympic," "Olympiad," "Citius Altius Fortius," "Paralympic," "Paralympiad," "Pan-American," "Parapan American," "America Espirito Sport Fraternite", or any combination of those words; (3) "Los Angeles 2028"; (4) "LA28"; (5) "TEAM USA"; (6) "OLYMPIAN"; (7) "MILANO CORTINA 2026"; (8) "ROAD TO LA"; (9) "GO FOR THE GOLD".

LA28 Marks and Olympic and Paralympic Marks also include, but are not limited to, team logos, various images, emblems, mascots, and other logos (like historical or heritage logos), including, but not limited to the following:



Olympic Rings



Paralympic Agitos



TEAM USA Logos



TEAM USA Emblem



Pan-American Sports Organization Symbol



Note: Framework for the LA28 emblem is the “L” and “28” with an “A” that varies in design

Games Emblems



Mascots and Historical Logos

2026 Agenda Planning Calendar (Updated 07 09 2026)

Agenda Item			Section
Aug 11, 9 a.m.	Airport	Award Runway 1836 Construction Contract and Grant Award	Consent
	City Attorney	Lukins Bros & TKWC Franchise Ordinance (First Reading)	PH
	City Clerk	Conflict of Interest Code Update	Consent
	City Manager	2026 National Community Survey Report	NB
	Finance	Eide Bailly LLP Consulting Services Agreement	Consent
	Fire	RFP Contract Award Cole Property project	Consent
		Cal Fire Agreement	Consent
		CTC Implementation Grant	Consent
	Dev Services	Timeshare Regulations	NB
		Tahoe Living Housing and Mobility Fees	UB
		CTC Land Exchange	NB
		Tahoe Keys Marina Appeal	PH
	Parks & Rec	Parks Foundation Scholarship MOU	Consent
	Police	Vista Rise Operating Agreement & Grant Report	Consent
		SRO Agreement for 2026-2027 School Year	Consent

2026 Agenda Planning Calendar (Updated 07 09 2026)

	Public Works	Tamarack Culvert Bid Award	Consent
		Amend 3 SierraCon PSA	Consent
Aug 25, 9 a.m. Budget Workshop			
	Public Works	El Dorado Beach Phase 2 Bid Award	Consent
	Parks and Rec	Community Playfield Consortium/LTCC Requests - Pickleball/Tennis Courts	NB
Sept 8, 9 a.m.	Airport	Airport Master Plan adoption	NB
	City Attorney	Sale and Use of Glyphosate in the City	NB
		Ord-Non-Residential Structures Abandoned Construction (First Reac UB	
		Lukins Bros & TKWC Franchise Ordinance (SecondReading)	Consent
	CM/CA	Rec Center Re-Use Outreach	NB
	Dev Services	Mid Town Area Plan Adoption	PH
		Quarterly Housing Report	NB
		Housing Element Final Draft Review	NB
	Finance	Investment Policy Update	Consent
	Parks & Rec	P&R Commission Policy Recos for Youth & Non Profit Service Fees	NB
		Future of Senior Center	NB

2026 Agenda Planning Calendar (Updated 07 09 2026)

Sept 22, 5:30 p.m. City Manager	Progress on Joining a CCA	NB
	Becoming a BearWise Community	NB
City Attorney	Ord-Non-Residential Structures Abandoned Construction (Second R Consent	
Finance	Quarterly Budget and Financial Status Report as of June 2026	Consent
	Investment Portfolio Report as of June 2026	Consent
Parks & Rec	Ice Arena Concessionaire Agreement	NB
Oct 5, 5:30 p.m. City Clerk	Ordinance Increasing City Council Compensation (First Reading)	NB
City Manager	Informational Item - Check Cashing	NB
Dev Services	Food Truck Ordinance Review	NB
	Sign Ordinance Amendments (First Reading)	UB
Finance	GAAN Limit	Consent
Public Works	Drainage Master Plan Consultant Award	Consent
Nov 3, 9:30 a.m. City Clerk	Ordinance Increasing City Council Compensation (Second Reading)	Consent
City Manager	Exploration of becoming a public electric utility	NB
Dev Services	Evaluate Feasibility - Res. Area Plan/SB9 & Remove Tourist Accomodation	NB
	Sign Ordinance Amendments (Second Reading)	Consent

2026 Agenda Planning Calendar (Updated 07 09 2026)

Finance		TID Annual Report	NB
		Budget Carry-Forward	Consent
Nov 17, 5:30 p.m.			
Dec 1, 9 a.m.	City Clerk	Certification of Election	If Election is Certified by December 1, if not these items will be brought forward December 15
		Outgoing Councilmember Recognition	
		Oath of Office	
		City Council Re-Organization Mayor/Mayor Pro Tem	
		2027 City Council Meeting Schedule	
Dec 15, 5:30 p.m.	Finance	Annual ROPS Approval	
		Investment Portfolio Report as of September 2026	Consent
		Quarterly Budget and Financial Status Report as of September 2026	
Unscheduled/Pending			
CA/PD		Shared Mobility Device Ordinance 2027 review	
		Crescent V Parking Enforcement Agreement	
City Manager		LTCC Fire Training Center Coverage Agreement	
		City Green Card Assistance Program	

2026 Agenda Planning Calendar (Updated 07 09 2026)

	Grants/Funding for Undergrounding Utilities
	Legislative Agenda
Dev Services	Performance Bond as a Condition of Demolition
	Nell's Nursery Housing Redevelopment
Finance	Financial Policies Update inc. Local, State & US Preference
Fire	MOU Ratification of Auto Aid with TDFD
	LVFD MOU update for data sharing
	CTC Land Access Agreement for Airport project
Parks & Rec	Events and Facilities Naming Rights Discussion
	El Dorado Boat Ramp Dock Replacement Purchase
	Regan Beach Environmental & Design RFP
Police	Barton Community Health Needs and Harm Reduction Update
	SANE Presentation with Barton
	Heavenly Village Employee Discount Parking Passes
	Ratification of Application for CalOES DVRT
	Massage Ordinance Update/Amendments

2026 Agenda Planning Calendar (Updated 07 09 2026)

Police/PW	Bike Paths/Speed Bumps, Bike Parking, Vehicle Parking
	2026 Update to Parking Fees in the Bellamy Parking Garage
Public Works	Geothermal Use Discussion Item
	Paving Policy Prioritization of Total Users
	Award of PD Roof Replacement
	TTD US 50 Plans Presentation
	Award Lakeview and Ski Run Electrical Upgrades
	Facilities Condition Assessment
	Ski Run Electrification