

INTERGOVERNMENTAL GRANT ADMINISTRATION AGREEMENT

This Agreement (hereinafter the "Agreement") is entered into on February 5, 2013 between the South Tahoe Public Utility District (hereinafter "STPUD") and El Dorado County (hereinafter the "County".)

Section 1.

Recitals:

- A. The Department of Water Resources (hereinafter the "DWR") has provided grant funds under Grant Agreement No. 4600009718 (hereinafter "Grant Agreement") to STPUD in the amount of \$186,818.00 to manage and implement a portion of El Dorado County's Montgomery Estates Erosion Control Project (hereinafter "Project"), as more fully described in the Proposition 84 Tahoe Sierra Integrated Regional Water Management Proposal, Between the Department of Water Resources and South Tahoe Public Utility District, which is attached hereto as Exhibit A and incorporated by reference herein as fully set forth.
- B. The Agreement requires that STPUD administer the funds and partner with the sub-recipient to administer and implement a portion of the Project described above.
- C. The County has the necessary capabilities and resources to implement the Project as required by the terms of the grant.
- D. The County and STPUD wish to document the terms and conditions of the duties associated with these grant funds.
- E. In reliance upon the recitals set forth above, and in consideration of the mutual promises herein exchanged, The County and STPUD agree as set forth below.

Section 2.

STPUD Agrees:

- A. To administer the Grant Agreement, attached hereto and incorporated by reference herein, as is fully set forth consistent with the terms of the Grant Agreement.
- B. To process the County's reimbursement requests in accordance with the grant requirements and the amounts set forth in the Scope of Work outlined in Exhibit B, Implementation Schedule outlined in Exhibit C and Budget outlined in Exhibit D, which are attached hereto and incorporated herein by reference.
- C. To oversee the progress of the Project in accordance with the grant requirements.
- D. To comply with all applicable Federal, State, and local laws in administering the grant funds, specifically including those set forth in the Agreement.
- E. To minimize the time elapsing between the transfer of funds and the disbursement of funds to the County.

- F. To furnish a Grant Contact, Lynn Nolan, or her successor, to carry out the duties for STPUD described above.
- G. To coordinate its project activities with the County and provide the County with copies of all documentation produced to satisfy the grant requirements.
- H. To send the reports listed in Exhibit A under Section 6, "Reports" to:

Cory Saltsman, Environmental Scientist
California Department of Water Resources
Division of Integrated Regional Water Management
901 P Street, Room 213A
PO Box 942836
Sacramento, CA 94236-0001
Tel: (916) 651-9221
e-mail: csaltsman@water.ca.gov

Section 3.

The County Agrees:

- A. To cooperate with STPUD as reasonably required to carry out the purposes of this Agreement.
- B. To complete all applicable Federal and State Environmental Documentation (if required) and obtain and continue in effect for the duration of this Agreement all required governmental licenses and permits required for completion of the Project.
- C. To implement necessary work items for the Project as described in the Scope of Work in Exhibit B.
- D. To provide the deliverables associated with the Montgomery Estates Erosion Control Project as described in the Implementation Schedule of Services in Exhibit C.
- E. To invoice STPUD for the above referenced services in accordance with the grant requirements no more frequently than monthly.
- F. To comply with the provisions of State Grant Agreement No. 4600009718, Exhibits A, B, C & D, when administrating the Project.
- G. To furnish a Contract Administrator, Steve P. Kooyman, P.E., Acting Deputy Director, Engineering, Transportation Planning & Land Development Division or his successor, who will be responsible for assuring that the duties described in the Scope of Work in Exhibit B and Implementation Schedule outlined in Exhibit C are carried out.

Section 4.

It is Mutually Agreed:

- A. STPUD and the County intend to fulfill their obligations stated in this Agreement, but STPUD and the County shall be required to fulfill this Agreement only if or to the extent that the grant funds are actually provided to STPUD by the State. In the event such grant funds are not provided, or cease to be provided, this Agreement shall automatically terminate.
- B. The County may invoice STPUD for costs associated with the Scope of Services incurred from the date of execution of the Agreement. In no case shall the County's compensation for services rendered under this Agreement exceed \$186,818.00.
- C. STPUD and the County shall mutually hold harmless, indemnify and defend each other and their officers, agents and employees from every expense, liability, or payment by reason of injury (including death) to person or property suffered through any act or omission, including passive negligence or act of negligence, or both directly or indirectly arising from this agreement. This provision shall not be deemed to require either party to indemnify the other against liability or damage arising from the sole negligence or willful misconduct of the other, its agents, officers or employees.
- D. This Agreement contains all of the agreements and warranties of the parties with respect to any matter covered or mentioned in this Agreement. No prior agreements, arrangements or understandings pertaining to such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by each party or each party's successor in interest.
- E. Any provision of this Agreement which proves to be invalid, or illegal, shall in no way affect, impair or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect.
- F. Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the effective date of this Agreement.
- G. In the event of a dispute over the interpretation, implementation, or terms of this Agreement any such dispute shall be resolved by binding arbitration between the parties under the California Arbitration Act (Code of Civil Procedure Section 1280 *et seq*). Any such arbitration shall be conducted in South Lake Tahoe, California. If the parties cannot agree on an arbitrator, one will be selected by Judge Suzanne Kingsbury of the El Dorado County Courts, or her successor.
- H. This Agreement may be terminated by either party, with or without cause, on ninety (90) days written notice to the business address of the non-canceling parties. Should either party terminate the Agreement pursuant to this paragraph, County shall be entitled to reimbursement for eligible project costs incurred prior to the effective date of termination.
- I. The performance period of this Agreement shall be from the latest date this Agreement is signed through April 30, 2016.

- J. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- K. To retain or caused to be retained for access by State for audit, examinations, excerpts, and transcripts all financial and programmatic records, supporting documents, statistical records, or other records which are required to be maintained under the terms of the Agreement for a period of twenty-three (23) years from the date of submittal of the final invoice.

Section 5.

Notice provision for STPUD / The County:

All notices required to be given under this Agreement shall be sent first class mail, return receipt requested to the following:

For STPUD

Lynn Nolan
 Grants Coordinator
 South Tahoe Public Utility District
 1275 Meadow Crest Drive
 E-mail: lnolan@stpud.dst.ca.us

For The County

County of El Dorado
 Department of Transportation
 2850 Fairlane Court
 Placerville, California 95667
 Attn.: Steve P. Kooyman, P.E.
 Acting Deputy Director, Engineering
 Transportation Planning & Land
 Development Division

SOUTH TAHOE PUBLIC UTILITY DISTRICT

BY: Eric Schafer
 Eric Schafer, President of the Board

DATED: 12.20.12

Attested By: Kathy Sharp, Clerk of the Board

EL DORADO COUNTY

BY: _____

DATED: _____