

INTERGOVERNMENTAL GRANT ADMINISTRATION AGREEMENT

Section 1.

Recitals:

- A. The Department of Water Resources (hereinafter the "DWR") has provided grant funds under Grant Agreement No. 4600013808 (hereinafter "Grant Agreement") to South Tahoe Public Utility District (STPUD) to perform administration and management of Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant (hereinafter "Program"). This Grant Agreement is attached hereto as Exhibit A and incorporated by reference herein as fully set forth.
- B. The County of El Dorado, a political subdivision of the State of California (hereinafter "County") received \$577,414.00 to implement a project funded under this Grant Agreement; Project 9: Meyers Stream Environment Zone/Erosion Control Project. The Grant Agreement requires that STPUD administer the funds and provide County with the necessary grant requirements and information to implement Project 9. Exhibit B (Project 9 Budget) and Exhibit C (Project 9 Work Plan) are attached and incorporated into this agreement and set forth the total amount of the project award and the tasks and schedule associated with the project.
- C. County has the necessary capabilities and resources to implement the Program as required by the terms of the grant, including providing a local match of \$577,414.
- D. 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, County and STPUD agree as set forth below.

Section 2.

STPUD Agrees:

- A. To administer the Grant Agreement.
- B. To process County reimbursement requests in accordance with the grant requirements and the amounts set forth in the Grant Agreement. County must submit invoices for Eligible Costs to STPUD on the forms provided by STPUD.
- C. To oversee the progress of the Program 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 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 program activities with County and provide DWR with copies of all documentation produced to satisfy the grant requirements.
- H. To send the necessary reports listed in the Grant Agreement to:

Department of Water Resources
Desiree Ramirez, Environmental Scientist
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 653-0975
E-mail: Desiree.Ramirez@water.ca.gov

Section 3.

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 Program.
- C. To implement necessary work items for the Program as described in the Work Plan in Exhibit C.
- D. To provide the deliverables associated with the Program as described in the Work Plan in Exhibit C.
- E. To invoice STPUD for the above referenced services in accordance with the grant requirements no more frequently than quarterly.
- F. To comply with the provisions of State Grant Agreement No. 4600013808 as outlined in the Grant Agreement included as Exhibit A when administrating the Program.
- G. To furnish a Contract Administrator, John Kahling or his/her successor, who will be responsible for assuring that the duties described in the Exhibit C Work Plan are carried out.

Section 4.

It is Mutually Agreed:

- A. STPUD and County intend to fulfill their obligations stated in this Agreement, but STPUD 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. County may invoice STPUD for Eligible Project Costs associated with the Work Plan incurred after January 1, 2015 for match expenses and after June 2, 2020 for grant reimbursable expenses, only as directly related to the implementation of the Project Work Plan. In no case shall County's compensation for services rendered under this Agreement exceed \$ 577,414.00.
- C. STPUD and 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.
- I. The performance period of this Agreement shall be from the latest date this Agreement is signed through June 30, 2024. Exhibit C Work Plan requires the County to complete construction by October 31, 2021. County intends to request an extension to allow additional time to planning, design, engineering, environmental, and construction.
- 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 three (3) years from the date of final payment under this Grant Agreement.

Section 5.

Notice provision for STPUD / 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
South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150
E-mail: lnolan@stpud.dst.ca.us

For County

John Kahling, P.E.
County of El Dorado
Department of Transportation
2441 Headington Road
Placerville, CA 95667
Email: john.kahling@edcgov.us

SOUTH TAHOE PUBLIC UTILITY DISTRICT

BY: _____
Kelly Sheehan, President of the Board

DATED: _____

COUNTY OF EL DORADO

BY: _____
John Hidahl, Chair, El Dorado County Board of Supervisors

DATED: _____

Attest:
Kim Dawson, Clerk of the Board of Supervisors

BY: _____

DATED: _____