

Assessor's Parcel Number: N/A

Date: SEPTEMBER 22, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 9 Fee: 0.00
BK-0910 PG- 4699 RPTT: 0.00



Name: EILEEN CHURCH, PUBLIC WORKS
(RR)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2010.227
(Title of Document)



FILED

2010.227

INTERGOVERNMENTAL GRANT ADMINISTRATION AGREEMENT

2010 SEP 22 PM 2:22

This Agreement (hereinafter the "Agreement") is entered into on May 20, 2010 between the Douglas County, NV (hereinafter "The County") and the South Tahoe Public Utility District (hereinafter "STPUD") (each a "Party" and collectively the "Parties") at South Lake Tahoe, California, with reference to the following facts and intentions:

CLERK
[Signature]

- A. The United States Forest Service (hereinafter the "USFS") has provided grant funds under Grant Agreement No. 10-DG-11052012-090 (hereinafter "Grant Agreement") to STPUD in the amount of \$ 150,190 to manage and implement a project titled Lake Tahoe Community Fire Prevention Partnership, (the "Project") that is more fully described in the grant application attached hereto as Exhibit A and incorporated by reference herein as fully set forth;
- B. The Grant 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; and
- D. The Parties wish to document the terms and conditions of the duties associated with these grant funds.

In reliance upon the recitals set forth above, and in consideration of the mutual promises herein exchanged, the Parties agree as follows:

1. STPUD Obligations. Pursuant to the terms of this Agreement, STPUD agrees:

- A. To administer the Grant Agreement, attached hereto and incorporated by reference herein, as is fully set forth in a manner consistent with the terms of the Grant Agreement.
- B. To process reimbursement requests in accordance with the Grant Agreement requirements and in the amounts set forth in the application budget, which budget is attached hereto as Exhibit B and incorporated herein by reference."
- C. To oversee the progress of the Program in accordance with the Grant Agreement 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 timely disburse funds to The County.
- F. To furnish a Grant Contact to carry out the duties for the STPUD as described above. Initially, STPUD's Grant Contact will be:

Lynn Nolan
STPUD Grants Coordinator
1275 Meadow Crest Dr.
South Lake Tahoe, CA 96150
530-543-6215
lnolan@stpud.dst.ca.us

- G. To provide copies of all documentation produced to satisfy the Grant Agreement requirements.
- H. STPUD shall be required to fulfill its obligations under this Agreement only if or to the extent that the funds described in the Grant Agreement are actually provided to STPUD by the USFS. In the event such funds are not provided, or cease to be provided, this Agreement shall automatically terminate.

2. The County Obligations. Pursuant to the terms of this Agreement, **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, as required, and obtain and retain in effect for the duration of this Agreement all governmental licenses and permits required for completion of the Project.
- C. To implement necessary work items for the Project as described in the application in Exhibit A.
- D. To provide the deliverables associated with the Project, as described in the application in Exhibit A.
- E. To invoice STPUD for its services, as described in section 1, in accordance with the Grant Agreement requirements and no more frequently than monthly. The County may invoice STPUD for costs associated with the Scope of Services incurred from the date of execution of the Grant Agreement. In no case shall compensation for services rendered under this Agreement exceed \$ 150,190. The County understands it must provide a match amount equal to \$150,190.
- F. To comply with the provisions of the Grant Agreement when administrating the Project.
- G. To furnish a Contract Administrator who will be responsible for assuring that the duties described this Agreement are carried out. Initially, The County's Contract Administrator will be _____

3. Term.

- A. The performance period of this Agreement shall be from the latest date this Agreement is signed through April 30, 2015.
- B. This Agreement may be terminated by either party, only based on breach of the applicable sections 1 and 2 above, if the breaching party does not cure any breach within sixty (60) days of the non-breaching party's written notice of intent to terminate, delivered to the business address of the breaching party."

4. General Provisions.

- C. The County and STPUD 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 the entire understanding and agreement of the parties, and supersedes all prior agreements and understandings, oral and written, between the parties. There have been no binding promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature, except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.
- E. If any term, provision, covenant or condition of this Agreement shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null, void or against policy, the remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected, impaired or invalidated. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable, shall be modified or changed by the parties to the extent possible to carry out the intentions and directives set forth in this Agreement..
- F. The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Agreement.
- G. Any dispute over the interpretation, implementation, or terms of this Agreement, should it not be resolved among the Parties, 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 executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- I. 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 for a period of twenty-three (23) years from the date of submittal of the final invoice.
- J. All notices, approvals, acceptances, requests, demands and other communications required or permitted, to be effective, shall be in writing and shall be delivered, either in person or by mailing the same by United States mail (postage prepaid, registered, or certified, return receipt requested) or by Federal Express or other similar overnight delivery service, to the party to whom the notice is directed at the address of such party as follows:

TO: STPUD
 Dennis Cocking
 DIO
 STPUD
 1275 Meadow Crest Dr.
 South Lake Tahoe, CA 96150
dcocking@stpud.dst.ca.us

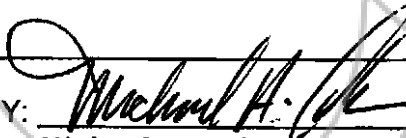
TO: Douglas County, NV

In witness whereof, the Parties have executed this Agreement on the day and year and at the place first written above.

SOUTH TAHOE PUBLIC UTILITY DISTRICT

BY: 
 Marylou Moshbacher, President of the Board
 Dale Rise

DATED: 9-2-10

BY: 
 Michael A. Olson, Chairman

DATED: August 19, 2010

**Douglas County Public Works
PROJECT TIMELINE AND SCOPE OF WORK
FOR
Cave Rock Water System Improvements – Phase II**

Applicant:

Douglas County
P.O. Box 218
Minden, NV 89423

Personnel: (Please provide name and phone number for the following designations. Please delete the designations that are not applicable.)

Project Manager - Ron Roman, Senior Civil Engineer

Project Oversight/Engineer -- Carl Ruschmeyer, Public Works Director

Grants Application Coordinator:
Lynn Nolan
530-543-6215

Project Description and Scope of Work:

The Cave Rock Water System serves approximately 522 connections in Cave Rock and Skyland. Fire flow requirements are not met in the system, the system contains old and leaking water lines that have extensive repair history, existing booster pump stations do not meet code requirements, and water is pumped in an inefficient manner. The Cave Rock Water System Improvement – Phase II project will address these deficiencies and include the following components:

- Installation of a high pressure transmission water main in Cave Rock Drive.
- Pressure Reducing Valve (PRV) modifications.
- Installation of a water main, fire hydrant and PRV at Canyon Circle.
- Installation of a water main, flow control valve, fire hydrant and PRV in the Cedar Ridge area.
- Installation of a water main between Pheasant Drive and Gull Court
- Modification of the Cave Rock Water Treatment Plant (WTP) to house new pumps and handle a new pumping strategy.
- Removal of the existing Lower and Upper Cave Rock, Hidden Woods, and Cedar Ridge booster stations.
- Installation of baffling in the chlorine contact basin in the Cave Rock WTP.

Installation of water mains on Canyon Drive, Cedar Ridge and between Pheasant and Gull Court will improve fire supply in these immediate areas. The balance of undersized distribution pipes in the system will be addressed in the future and at this time are unfunded and uncheduled.

Work items to implement the project include the following:

- Engineering Design including topographic survey, geotechnical investigation, preliminary and final engineering design, preparation of contract drawings and specifications, project permitting and bidding services.
- Construction Inspection and Administration including site inspections, contract administration, review of submittals and shop drawings, etc.
- Demolition and removal of the existing pump stations and appurtenances.
- Preparation of record drawings.

The County has completed 90% design on the project and plans to proceed according to the following schedule. The contract will require the contractor to complete water line work prior to the grant expiration date in 2012. The long construction schedule is due to lead times and phasing of the Cave Rock WTP work. This work must be done in the off-peak winter season.

Cave Rock Water System Improvements – Phase II

Task	Description	Date
1	Final Design	June 2010
2	Permitting	
	Nevada Division of Environmental Protection	September 2010
	Douglas County Building Permit	September 2010
	Douglas County Site Improvement Permit	September 2010
	Tahoe Regional Planning Agency Permit (done)	
3	Construction	
	Advertise for Bids	October 2010
	Award Construction Contract	December 16, 2010
	Begin Construction	January 15, 2011
	Substantial Completion	August 2012
	Final Completion	October 2012

CMB Approval No.: 0348-0041

BUDGET INFORMATION - Construction Programs

Douglas County
Cave Rock Water System

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participations. If such is the case you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Column a-b)
1. Administrative and legal expenses	\$	\$	0.00
2. Land, structures, rights-of-way, appraisals, etc.	\$	\$	0.00
3. Relocation expenses and payments	\$	\$	0.00
4. Architectural and engineering fees	\$	\$	0.00
5. Other architectural and engineering fees	\$	\$	0.00
6. Project inspection fees	\$	\$	0.00
7. Site work	\$	\$	0.00
8. Demolition and removal	\$	\$	0.00
9. Construction	\$ 300,380.00	\$	300,380.00
10. Equipment	\$	\$	0.00
11. Miscellaneous	\$	\$	0.00
12. SUBTOTAL (sum of lines 1-11)	\$ 300,380.00	\$ 0.00	300,380.00
13. Contingencies	\$	\$	0.00
14. SUBTOTAL	\$ 300,380.00	\$ 0.00	300,380.00
15. Project (program) income	\$	\$	0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 300,380.00	\$ 0.00	300,380.00
FEDERAL FUNDING			
17. Federal assistance requested, calculates as follows: (Consult Federal agency for Federal percentage share). Enter the resulting Federal share.	Enter eligible costs from line 16c. Multiply X	0.50	150,190.00
	300,380.00		

Standard Form 424C (Rev. 4-92)
Prescribed by OMB Circular A-102

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CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Sept 23 2010
Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By [Signature] Deputy