

Appendix M
Cooperative Agreement between the BLM and
the South Tahoe Public Utility District for
Indian Creek Reservoir Recreational Facilities

COOPERATIVE AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT
AND
SOUTH TAHOE PUBLIC UTILITY DISTRICT,
FOR
INDIAN CREEK RESERVOIR RECREATIONAL FACILITIES

THIS AGREEMENT, made and entered into this _____ day of _____, 1973, by and between the United States of America, acting by and through its duly qualified State Director of the Bureau of Land Management, hereinafter called the Bureau, and the South Tahoe Public Utility District, a public entity district organized and existing under the laws of the State of California, hereinafter called District.

W I T N E S S E T H

WHEREAS, District has heretofore constructed a reservoir of approximately 3,100 acre feet capacity over 160 acres of real property owned by Bureau in Alpine County, California, for the storage and disposal of treated sewage effluent of District, which reservoir effluent is of sufficient quality to be used for recreational purposes; and

WHEREAS, the parties hereto desire to carry out a project to be known as "Indian creek Reservoir Recreational Facilities Project in Alpine County, hereinafter called the Project; under the authority of the Bureau pursuant to the Public Land Administration Act of July 14, 1960, (P.L. 86-649; 74 Stat. 506) and under the authority of the District pursuant to Chapter 5, Part 6, Division 6, State Financial Assistance for Local Project, Water Code of California; and

WHEREAS, District has heretofore entered into a contract between State of California and District whereby District agrees to construct and operate certain recreational facilities on property adjacent to said reservoir, which contract is designated

by the State of California, the Resources Agency, Department of Water Resources, Contract No. D-GGR27, and dated May 3, 1972; and

WHEREAS, District has heretofore entered into a Contract Amendment to said Contract between the State of California and District whereby District agrees to construct some of the recreational facilities in a differently specified manner and complete the facilities at different times than set forth in the original Contract, on property adjacent to said reservoir, which Contract Amendment is designated by the State of California, Resources Agency, Department of Water Resources, as Contract Amendment No. D-GGR27, and dated _____ ; and

WHEREAS, Bureau and District desire to enter into a cooperative contract whereby Bureau will construct and operate said recreational facilities in compliance with the terms and conditions of District Contract and Contract Amendment with the State of California; and

WHEREAS, Bureau has had appropriated funds for the construction of said recreational facilities, saving and excepting the construction of an airport access road from State Highway No. 89 to the Alpine County Airport which has been constructed by Alpine County, including \$36,176.00 for water and sanitary facilities; and

WHEREAS, Bureau has constructed and intends to complete construction, saving and excepting the construction of an airport access road from State Highway No. 89 to the Alpine County Airport, which has been constructed by Alpine County, and to complete said construction on or before October 1, 1974.

NOW, THEREFORE, subject to the availability of funds where future expenditures are required, it is mutually agreed by and between the parties hereto as follows:

1. The term of this agreement shall be from the date of execution until 50 years after completion of construction

of the recreational facilities specified in the Contract and Contract Amendment between the State of California and District designated above and remain in effect for 50 years from such date of completion.

2. Bureau shall construct, maintain and operate the recreational facilities, which District has agreed to construct, maintain and operate in that Davis-Grunsky Act Contract between State of California and South Tahoe Public Utility District, "Contract No. D-GCR27 and Contract Amendment No. D-GGR27-A1, which said Contract and Contract Amendment are attached hereto and made a part hereof, except for said airport access road from State Highway No. 89 to Alpine County Airport, The Bureau further agrees not to sell or transfer title to any of the project area defined in said Davis-Grunsky Act Contract and Contract Amendment without reserving the right in the public to use said recreational facilities, access road, and appurtenant facilities.

3. District agrees to pay Bureau the sum of \$36,176.00 or the cost incurred by Bureau for construction of the water and sanitary facilities, whichever shall be less, when said sum is received by District from the State of California,

4. Bureau agrees to deposit monies received "from the District pursuant to this agreement in a separate account of the Bureau identified as the "Indian Creek Reservoir Recreational Fund Account No. 0475", and it further agrees that said monies will be expended solely for costs of construction of water and sanitary facilities. In the event the construction costs for said water and sanitary facilities shall exceed the sum of \$36,176.00, Bureau shall construct said facilities and pay the excess cost thereof.

5. Bureau agrees that the plans and specifications prepared by Bureau for construction of said recreational facilities conform with the requirements of said Davis-Grunsky Act Contract and Contract Amendment between State of California and District, and that said plans and specifications

are on file with said District and Bureau and District hereby approves the same.

6. Bureau agrees to complete construction of said recreational facilities and water and sanitary facilities except for construction of said airport access road from State Highway No. 89 to Alpine County Airport which has been constructed by Alpine County, on or before October 1, 1974, and to pay for same except as provided in Paragraphs 3 and 4 of this agreement.

7. Bureau shall, upon completion of the project, cause to be erected identification and directional signs in accordance with mutually agreed standards and wording of the State of California.

a. Upon completion of the construction work on the project, Bureau agrees to provide the District and the State of California with a statement of costs charged to the project account. Bureau further agrees that, upon completion of water and sanitary facilities, to remit to the District and the State of California a statement of costs charged to the project account for construction of said water and sanitary facilities.

9. Upon completion of construction, Bureau agrees to maintain the facilities of the said project and to manage and operate the project to permit public recreational use, subject to the terms and conditions of said Davis-Grunsky Act Grant Contract and Contract Amendment and to such terms and conditions as the United States may prescribe, not in conflict therewith, from time to time for the proper operation of said recreational facilities, and subject to the appropriation of funds for such purpose.

10. During the term hereof, Bureau may, at its own sole cost and expense, make improvements of and extensions to the said project and facilities or relocations thereof, subject to District approval and State of California approval, if required.

11. Construction contracts will include standard governmental clauses and all appropriate governmental regulations will be followed.

12. District agrees to perform all of the terms and conditions of that certain agreement between "SOUTH TAHOE PUBLIC UTILITY DISTRICT and the COUNTY OF ALPINE and the ALPINE COUNTY WATER AGENCY" dated April 3, 1967, as amended on August 21, 1972, copies of which are attached hereto and made a part hereof.

13. In the event Bureau, due to lack of funds or otherwise, fails to operate said recreational facilities through the term of said contract of District with State, then Bureau shall issue an appropriate authorization to enable District or its assign, Alpine County and/or Alpine County Water Agency, to have the right to operate and maintain said recreational facilities for the remainder of the term of District's Contract and Contract Amendment with State in accord with the provisions of District's Contract' and Contract Amendment with State.

14. Bureau will make available to District, Alpine County and Alpine County Water Agency rules and regulations of Bureau for the operation of said recreational facilities, not in conflict with those of District's Contract and Contract Amendment with State, for review and comment by District, Alpine County and Alpine County Water Agency.

15. This agreement may be assigned by the State Director, herein, of Bureau for construction and/or operation and maintenance of said recreational facilities to the State Director of Bureau for the State of Nevada.

16. The terms of this agreement and the covenants of this agreement herein contained shall apply to and shall bind and inure to the benefit of the successors and assigns of the parties hereto.

17. No modification or cancellation of this agreement shall be binding, unless made in writing and signed by the parties hereto.

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in witness whereof the parties have set their hands
the day and year first above written.

UNITED STATES OF AMERICA
BUREAU OF CONSUMER PROTECTION

STATE OF CALIFORNIA

SOUTH TAHOE PUBLIC UTILITY DISTRICT

By Robert W. Fesler
Robert W. Fesler, President of
South Tahoe Public Utility District

ATTEST:

David A. Callanan

David A. Callanan
Clerk and ex-officio Secretary
of the South Tahoe Public
Utility District