



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT F-5
16 Pages

OVPSD/OVMWC EMERGENCY INTERTIE PROJECT EMERGENCY INTERTIE AND MUTUAL AID AGREEMENT

DATE: March 26, 2024

TO: District Board Members

FROM: Dave Hunt, District Engineer

SUBJECT: OVPSD/OVMWC Emergency Intertie Project – Emergency Intertie and Mutual Aid Agreement

BACKGROUND: The Olympic Valley Public Service District (District) - Olympic Valley Mutual Water Company (Mutual) Emergency Intertie Project includes the construction of a pressure reducing valve (PRV) station and a booster pump station (BPS) that will interconnect the two water systems. The PRV will be adjacent to Olympic Valley Rd. and the Olympic Valley bike trail, at the intersection of Russell Rd. The BPS will be constructed within the Mutual's existing Wellhouse #1 in the Palisades Tahoe paved parking area. This project will enhance reliability in both water systems during emergency events such as power outages, water supply contamination, mechanical well failures, fires, and other unforeseeable events that would result in an interruption of service.

An Emergency Intertie and Mutual Aid Agreement (Agreement) is necessary to define terms of construction, financing, and long term ownership and operation of the intertie facilities.

DISCUSSION: District staff and legal counsel for the District and Mutual prepared an Agreement to define the terms by which the Intertie facilities would be constructed, operated and maintained, and paid for. Highlights of the Agreement include:

1. Construction – The District will take responsibility for the design, permitting, and construction of the Intertie including selecting, overseeing, and contracting with a qualified contractor.
2. Use of Intertie - Water may be supplied from District to Mutual or from Mutual to District through the Intertie to supply water during scheduled maintenance or repair or as may be necessary for public health and safety during emergency situations.

- The maximum supply rate is limited to 200 gallons per minute (gpm).
 - Water supply not provided to requesting party if delivery of water would jeopardize or unduly tax the providing party's water supply or system.
 - The water rate for water supplied by either party shall be \$5.00 per one thousand gallons.
3. Project Costs and Deposits
- As agreed upon by the Board of Directors for both the District and Mutual, the District will fund 75% and the Mutual 25% of the total project costs, after application of the PCWA FAP grant.
 - Mutual will provide District with \$50,000 reimbursement in 2024, with the remaining reimbursements paid to District over a 5-year period with no interest incurred.
4. Ownership of Improvements – District will own, operate, and maintain the Pressure Reducing Valve facilities. Mutual will own, operate, and maintain the Booster Pump Station Facilities.

The total project costs are approximately \$816,575 and include a construction cost of \$596,575 and non-construction costs (design, permitting, construction management and inspection, etc.) of \$220,000. The District received a grant from PCWAs FAP for \$404,000.

Construction Cost (per Bid Results)	\$	596,575.00
Non-Construction Costs (Engineering, Permitting, etc.)	\$	220,000.00
Total Estimated Project Cost	\$	816,575.00
<i>PCWA Grant</i>	\$	404,000.00
<i>Remaining Capital Contribution</i>	\$	412,575.00

The approximate total funding obligations from each agency are summarized below. Ultimately, the District will fund 75% and the Mutual 25% of the total project costs, including additional costs that may arise during construction (i.e. contract change orders, etc.). The Mutual has secured \$50,000 in initial capital funding for the project and will reimburse the District the remainder of their share as defined in the Agreement.

75% OVPSD / 25% MWC Total Project Cost Split		OVPSD	OVMWC
Split PCWA Grant 75% District/25% Mutual	PCWA Grant	\$ 303,000.00	\$ 101,000
75% District/25% Mutual	Capital Contribution	\$309,431.25	\$ 103,144
	% of Project Cost	75%	25%

Staff is recommending the Board adopt Resolution 2024-04 authorizing execution of the Agreement, contingent upon successful execution of a waterline easement to be granted to the Mutual from Alterra Mountain Company for the waterline portion of the BPS.

The Mutual will seek Board approval of the Agreement at their March 28, 2024 meeting.

- ALTERNATIVES:**
1. Approve Resolution 2024-04 authorizing execution of the Emergency Intertie and Mutual Aid Agreement, contingent upon successful execution of a waterline easement to be granted to the Mutual from Alterra Mountain Company.
 2. Do not approve Resolution 2024-04.

FISCAL/RESOURCE IMPACTS: There are no direct costs to the District for approving Resolution 2024-04.

RECOMMENDATION: Approve Resolution 2024-04 authorizing execution of the Emergency Intertie and Mutual Aid Agreement, contingent upon successful execution of a waterline easement to be granted to the Mutual from Alterra Mountain Company.

ATTACHMENTS:

- Resolution 2024-04
- Emergency Intertie and Mutual Aid Agreement

DATE PREPARED: March 20, 2024

RESOLUTION 2024-04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
APPROVING AND AUTHORIZING EXECUTION OF THE
EMERGENCY INTERTIE AND MUTUAL AID AGREEMENT
FOR THE OVPSD-OVMWC EMERGENCY INTERTIE PROJECT**

WHEREAS, there are two public water systems in the Olympic Valley, the Olympic Valley Public Service District (District) and the Olympic Valley Mutual Water Company (OVMWC), that provide domestic water to residents for health and human safety, and fire protection purposes,

WHEREAS, the water systems are not hydraulically connected; and the construction of the Emergency Intertie will enhance water supply reliability in the Valley during emergency events such as power outages, water supply contamination, mechanical well failures, fires, and other unforeseeable emergencies that would result in an interruption of service; and

WHEREAS, the Project entails the construction of a pressure reducing valve (PRV) station located at the intersection of Olympic Valley Road and Russell Road to be owned and operated by the District, and a booster pump station (BPS) located within and adjacent to the OVMWC Wellhouse #1 to be owned and operated by the OVMWC; and

WHEREAS, and Emergency Intertie and Mutual Aid Agreement is necessary to define the terms of construction, financing, and long term ownership and operation of the intertie facilities; and

WHEREAS, the District and the OVMWC have negotiated and agreed upon the terms of the Emergency Intertie and Mutual Aid Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Olympic Valley Public Service District hereby approves the Emergency Intertie and Mutual Aid Agreement for the OVPSD-OVMWC Emergency Intertie Project, as attached hereto and incorporated herein, and authorizes the Board President to execute the agreement on behalf of the District.

PASSED AND ADOPTED this 26th day of March, 2024 at a regular meeting of the Board of Directors of the Olympic Valley Public Service District, by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dale Cox, Board President

ATTEST:

Jessica Asher, Board Secretary

**EMERGENCY INTERTIE
AND
MUTUAL AID AGREEMENT**

This EMERGENCY INTERTIE AND MUTUAL AID AGREEMENT (this “Agreement”) is made and entered into effective this ____ day of _____, 2024 (the “Effective Date”), by and between the Olympic Valley Public Service District, a California special district formed, operating, and existing under California Water Code sections 30000 et seq. (“District”) and the Squaw Valley Mutual Water Company, a California non-profit mutual benefit corporation (“SVMWC”) (individually, “Party” and collectively, “Parties”) with respect to the following Recitals:

RECITALS

- A.** SVMWC operates a domestic water system, including its source of water supply, for and on behalf of the residential members/shareholders of the corporation, including approximately 280 service connections within Olympic Valley, California; and
- B.** District manages, maintains, and operates its separate source of water supply and water system within its jurisdictional boundaries, including approximately 875 service connections within Olympic Valley, California, but excluding the customers and domestic water supply and system operated and maintained by SVMWC; and
- C.** District additionally provides, among other services, fire protection and emergency medical response services to the owners of properties, their guests, and invitees within its jurisdictional boundaries including the service area of SVMWC; and
- D.** The Parties will mutually benefit from the construction of an intertie that will be able to supply water meeting State and Federal Drinking Water Standards for domestic consumption from SVMWC to District and from District to SVMWC (the “Intertie”) during periods of scheduled maintenance or repair or emergency situations including, but not limited to, emergencies arising from water contamination, failure of water supply facilities and/or distribution facilities, severe drought or water shortage; and
- E.** The Parties wish to coordinate the installation of the Intertie between District’s and SVMWC’s water distribution systems. The Intertie involves two separate connections between the District’s and SVMWC’s water systems. The first connection involves the installation of a Booster Pump Station to supply water from District’s system to SVMWC’s. The second connection involves the installation of a Pressure Reducing Valve to supply water from SVMWC’s system to the District’s. The two connections are separated by about one geographical mile. Both connections include the installation of facilities related to such improvements, and will require funding and proportional cost sharing between the Parties, as set forth herein. The Booster Pump Station, Pressure Reducing Valve, and their appurtenant improvements shall be hereinafter referred to as the “Intertie Project Improvements.”

NOW THEREFORE, in consideration of the foregoing Recitals and the terms, covenants and conditions set forth in this Agreement, District and SVMWC hereby agree as follows:

- 1. Incorporation of Recitals.** The Recitals set forth above are true and correct and fully incorporated herein by this reference.

2. Intertie Project Improvements

- a.** District shall construct and install or cause to be constructed and installed the Intertie Project Improvements, including all related work therefor, with all necessary permits and in accordance with industry construction standards and the plans, standards, and specifications on file with District and approved by District's Board of Directors, incorporated herein by this reference as **Exhibit A**.
- b.** District shall act as the Lead Agency for the purpose of the design, approval, and permitting of the Intertie Project Improvements, and shall be responsible for:
 - i. Complying with the California Environmental Quality Act (CEQA) (Pub. Res. Code, § 21000, et. seq.);
 - ii. Selecting, overseeing, and contracting with a qualified contractor, satisfactory to District, after conducting competitive bidding in accordance with the laws of the State of California and District procedures; and
 - iii. Providing management and administrative services throughout the course of construction and completion of the Intertie Project Improvements.
- c.** The Parties will conduct periodic independent inspections throughout the course of constructing and installing the Intertie Project Improvements to ensure compliance with the designs, plans, standards and specifications set forth in **Exhibit A**.
- d.** The Parties acknowledge that water supplied, exchanged, or shared pursuant to this Agreement may be treated and chlorinated from time to time to comply with State and Federal Drinking Water Standards.
- e.** Water may be supplied from District to SVMWC or from SVMWC to District through the applicable Intertie Project Improvement to supply water during scheduled maintenance or repair or as may be necessary for public health and safety during emergency situations, as provided in this Agreement. Such emergency situations may arise from, but not be limited to, a contamination of water supply affecting water quality, failure of water supply facilities and/or distribution facilities, severe drought or water shortage, and during scheduled maintenance or repair. Such supply will be limited to a maximum instantaneous flow rate of Two Hundred Gallons per minute (200 gpm). This limitation may be increased or decreased in specific situations as agreed between District and SVMWC and/or their authorized designees. The Parties may amend this Agreement in writing if the aforementioned flow rate limitation requires revision.
- f.** The Intertie Project Improvements shall be operated as provided in this Agreement. The Parties shall notify and obtain approval from the other Party in accordance with Section 3 ("Notice") of this Agreement prior to any use of the Intertie Project Improvements,

which approval shall not be unreasonably withheld, conditioned, or delayed by either Party. The Intertie Project Improvements shall not at any time be used for supplemental water to meet the day to day consumptive needs of either Party except to supply water during scheduled maintenance or repair that have been pre-approved by the Party providing water through the Intertie.

- g.** Water supply and usage by either Party shall conform with and be subject to District and SVMWC regulations and ordinances including, but not limited to, requirements related to Water Conservation and water usage restrictions during drought and/or critical water supply conditions as mandated from time to time by District and SVMWC.

3. Notice.

- a.** Either Party may request use of the Intertie Project Improvements by giving written notice as soon as practicable to the other Party specifying the nature of the emergency and/or need for use of the Intertie, approximate length of need, and a request to provide water supply. The Party receiving the written notice and request shall respond to the other Party in writing as soon as practicable granting, denying, or conditioning use of the Intertie. Either Party may deny use of the Intertie if: (i) the written notice and request do not meet the requirements of this Agreement; (ii) the Party to provide water has determined, in its sole judgment, that water is not available; or (iii) the Party to provide water has determined, in its sole judgment, that delivery of the water would jeopardize or unduly tax that Party's water supply, water system, property, customers, or inhabitants.
- b.** The Parties shall each designate in writing the name, address, e-mail address, and telephone number of the persons within its respective organization who have authority to request and/or approve use of the Intertie. Each Party shall update and share revised contact information as necessary to remain current and up to date. Notice shall be provided by the Party's designated representative named in accordance herewith.
- c.** SVMWC and District shall provide to each other and maintain current 24-hour emergency contact information of responsible officials and water system operators.
- d.** In the event that a Party becomes aware that the quality of water available for delivery through the Intertie Project Improvements does not meet Federal or State water quality standards, the Party shall provide emergency notification to the other Party of such water quality issue. When such notification has been provided, each Party shall be responsible to provide required notification of water quality to their respective water customers.

- 4. Term.** The Term of this Agreement is perpetual, or until either Party notifies the other Party in writing that the Intertie Project Improvements are no longer needed, or until the Parties mutually agree to terminate the Agreement. The Parties agree to meet and confer periodically, as necessary, regarding the subject matter, terms, and conditions of this Agreement and to

consider any modifications or amendments necessary to perform and perfect the intent hereof.

- 5. Water Rate.** The rate for water supplied by either Party through the Intertie shall be Five Dollars (\$5.00) per One Thousand (1,000) gallons. Each Party shall be responsible to install and maintain water meters capable of reliably measuring the amount of water provided to the other Party on a monthly basis. The Party providing water through the Intertie shall invoice the other Party for water supplied during each calendar month, payment of which shall be due and payable within thirty (30) days of receipt of such invoice. Any and all sums not paid when due shall gather interest at the rate of one and one-half percent (1.5%) per month from due date until paid in full.
- 6. Easements and Title Documents.** District and SVMWC shall grant and convey to each other such encroachment permits and utility easements as needed for the installation, operation, and maintenance of the Intertie Project Improvements and other appurtenances and infrastructure to be constructed and installed pursuant to this Agreement. Such permits and easements shall be in a form and content as provided by District. Each Party shall be solely responsible for obtaining, maintaining, and recording any necessary easements or other title documents required by other agencies or parties. Without limiting the foregoing, the Parties shall grant, convey, execute, and deliver such other agreements, deeds, and/or conveyances necessary to effectuate the purposes of this Agreement and ensure ownership of Intertie Project Improvements upon completion of construction and acceptance thereof in accordance with this Agreement.
- 7. Project Costs and Deposits.**

 - a.** The total cost of the Intertie Project Improvements is estimated to be Eight Hundred and Seventeen Thousand Dollars (\$817,000.00). The Parties agree that the final cost may be in excess of this estimate and that this estimate may be subject to revision throughout the design process and construction and installation process.
 - b.** The total cost shall be based upon and shall include the actual costs of planning, design, permitting, construction, and administrative and legal support, as incurred in connection with the construction and completion of the Intertie Project Improvements, including but not limited to the cost of all extras, changes, or upgrades necessary to perform construction and completion of the Intertie Project Improvements; engineering fees associated with the design and construction of the Project; permit fees; and inspection fees, included but not limited to materials testing and surveying (the "Project Costs"). Project Costs shall be reduced in an amount equal to actual grant funding received and not revoked, withheld, or refunded, pursuant to that certain grant awarded to District by Placer County Water Agency in the amount of Four Hundred Three Thousand Six Hundred Twenty Five Dollars (\$403,625.00) on May 20, 2021 for completion of the "Olympic Valley PSD/Squaw Valley Mutual Water Company Water System Intertie Project" ("Net Project Costs").

- c. SVMWC shall reimburse District the sum equal to twenty five per cent (25%) of all Net Project Costs.
- d. SVMWC shall pay District as follows:
 - i. Within ten (10) days of the execution of this Agreement by both Parties, SVMWC shall pay the sum of Twenty Five Thousand Dollars (\$25,000.00) towards payment of its share of Net Project Costs.
 - ii. No later than September 30, 2024, SVMWC shall pay the sum of Twenty Five Thousand Dollars (\$25,000.00) towards payment of its share of Net Project Costs.
 - iii. No later than September 30, 2025, SVMWC shall pay one-fifth (1/5) of its remaining share of Net Project Costs.
 - iv. No later than September 30, 2026, SVMWC shall pay one-fifth (1/5) of its remaining share of Net Project Costs.
 - v. No later than September 30, 2027, SVMWC shall pay one-fifth (1/5) of its remaining share of Net Project Costs.
 - vi. No later than September 30, 2028, SVMWC shall pay one-fifth (1/5) of its remaining share of Net Project Costs.
 - vii. No later than September 30, 2029, SVMWC shall pay its remaining share of Project Costs such that all payments as provided herein equal its share of Net Project Costs.
- e. All sums to be reimbursed to District by SVMWC pursuant to Section 7(d) above shall incur no interest (i.e., zero percent (0%)), provided that any and all sums not reimbursed by SVMWC when due shall gather interest at the rate of one and one-half percent (1.5%) per month from due date until paid in full. In such event and in addition to such interest, District may use any and all legal and equitable remedies to collect such sums.
- f. District shall provide SVMWC with statements of Project Costs as documented, justified, and approved by District.

8. Ownership of Improvements.

- a. Upon completion of construction and installation of the Intertie Project Improvements in accordance with the plans and specifications set forth in **Exhibit A**, with any modifications thereto, District shall provide a notice of completion to SVMWC. Within fifteen (15) days of receipt of this notice of completion, SVMWC shall have the opportunity to inspect and shall notify the District in writing of its acceptance or rejection of the Intertie Project Improvements. For purposes of this Agreement, SVMWC may only reject the Intertie Project Improvements if the Intertie Project Improvements were not constructed in substantial conformance with the plans and specifications set forth in **Exhibit A**, with any modifications thereto. If SVMWC does not notify the District of its rejection within fifteen (15) days of receipt of the notice of completion, SVMWC shall be deemed to have accepted the Intertie Project Improvements and waived its

right to reject the Intertie Project Improvements. If SVMWC timely notifies the District of its rejection of the Intertie Project Improvements, the Parties shall mediate in good faith to resolve the dispute in accordance with Section 13.

- b. Upon acceptance by SVMWC, SVMWC shall own, operate, manage, maintain, repair, replace, control, and accept full responsibility and liability for the Booster Pump Station facilities, connections to the Party's respective systems, and appurtenances as depicted and described on Sheets C1.1 and C1.2 in **Exhibit A**.
- c. District shall own, operate, maintain, repair, replace, control, and accept full responsibility and liability for the Pressure Reducing Valve facilities, connections to the Party's respective systems, and appurtenances as depicted and described on Sheet C2.1 and D1.0 in **Exhibit A**.
- d. This Agreement does not confer any rights, interests, or right to control in or to the Intertie Project Improvements that are to be owned, managed, operated or maintained by the other Party as set forth above.

9. Indemnity and Defense.

- a. District shall at all times fully defend, protect, indemnify, and hold harmless SVMWC, its officers, directors, agents, employees, and independent contractors, from and against any and all losses, claims, demands, liabilities, injuries, causes of action, penalties, damages, costs, attorneys fees, charges, and expenses of whatever kind or nature arising out of any present or future claims, demands, actions, liabilities, or any other assertions of rights brought by third parties arising from or in connection with: (i) District's negligence, wrongful acts, or willful misconduct in performing under this Agreement, (ii) SVMWC's use of District's water supply, or (iii) the construction and completion, ownership, maintenance, repair and control of the Intertie Project Improvements prior to acceptance thereof by SVMWC in accordance with Section 8.
- b. SVMWC shall at all times fully defend, protect, indemnify, and hold harmless District, its officers, directors, agents, employees, and independent contractors, from and against any and all losses, claims, demands, liabilities, injuries, causes of action, penalties, damages, costs, attorneys fees, charges, and expenses of whatever kind or nature arising out of any present or future claims, demands, actions, liabilities, or any other assertions of rights brought by third parties and arising from or in connection with: (i) SVMWC's negligence, wrongful acts, or willful misconduct in performing under this Agreement, (ii) District's use of SVMWC's water supply, or (iii) the ownership, maintenance, repair and control of its portion of the Intertie Project Improvements upon acceptance by SVMWC in accordance with Section 8.
- c. If any claim or action is brought against either Party related to or in connection with this Agreement, the other Party shall render any reasonable assistance that may be required in the defense of that claim or action.

10. Insurance and Survival of Indemnification Obligations.

- a. Each Party hereby represents and affirms that it maintains sufficient insurance or is sufficiently self-insured to cover any potential losses, claims, demands, liabilities, injuries, causes of action, penalties, damages, costs, attorneys fees, charges, and expenses of whatever kind or nature arising out of any present or future claims, demands, actions, liabilities, or any other assertions of rights arising from or in connection with this Agreement.
- b. Each Party's duty to defend and indemnify the other Party under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or early termination of this Agreement. The aforementioned indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the loss, claim, demand, liability, penalty, damage, cost, fee, charge or expense.
- c. Each Party shall report to the other Party any and all insurance claims submitted to its insurer related to or in connection with this Agreement.

11. Workforce Requirements and Prevailing Wages.

- a. When the use of a skilled and trained workforce is required pursuant to existing law, this Agreement is subject to such requirement and the Parties agree to use a skilled and duly trained workforce.
- b. Each Party is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. This Agreement is subject to Prevailing Wage Laws for all work performed under this Agreement for which the payment of prevailing wage is required by those laws.
- c. Each Party shall defend, indemnify, and hold the other Party, its officials, officers, employees, and agents free and harmless from any claim or liability arising from or in connection with any failure or alleged failure to comply with the Prevailing Wage Laws.

12. Independent Parties.

- a. District, its agents, employees and contractors, in carrying out the terms of this Agreement, will act in an independent capacity and not as officers, employees, or agents of SVMWC. SVMWC, its agents, employees, and contractors, in carrying out the terms of this Agreement, will act in an independent capacity and not as officers, employees, or agents of District.
 - i. District shall have no power to incur any debt, obligation, or liability on behalf of SVMWC or otherwise to act on behalf of SVMWC as an agent. Neither SVMWC nor any of its agents shall have control over the conduct of District or any of District's employees, except as set forth in this Agreement. District shall not

represent that it is, or that any of its agents or employees are, in any manner employees of SVMWC.

- ii. SVMWC shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise to act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of SVMWC or any of SVMWC's employees, except as set forth in this Agreement. SVMWC shall not represent that it is, or that any of its agents or employees are, in any manner employees of District
- b. Each Party shall be solely responsible for its respective reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation, payment of prevailing wages, and other applicable federal and state taxes. Each Party shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement, and shall be solely responsible for calculating, withholding, and paying all taxes.

13. Mediation.

- a. Should a dispute arise concerning this Agreement or any provision hereof, the Parties agree to mediate in good faith the dispute before a neutral mediator to be mutually selected by the Parties. There shall be a single mediator chosen from the list of authorized mediators maintained by the Superior Courts of Placer and Nevada Counties, California. The Parties agree to equally pay any and all costs and expenses of mediation, with the exception of attorneys' fees.
- b. In the event the Parties are unsuccessful in resolving all or any portion of said dispute through mediation, any action shall be filed and commenced in the Superior Court of California for the County of Placer.

14. Conflicts. SVMWC represents that it has no known relationships with third parties, District Board members, or employees of District which would (1) present a conflict of interest with the performance of this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent SVMWC from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

15. Attorneys' Fees and Costs. Should any litigation be commenced between the Parties hereto concerning any controversy, breach, or provision of this Agreement, or the rights and obligations of the Parties hereto, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorney's fees and costs incurred in connection therewith.

16. Authority to Execute. Each signatory to this Agreement certifies that he or she is authorized to execute this Agreement and to legally bind the Party he or she represents, and that such Party will be bound by the terms hereof upon such signature without any further act, approval or authorization of such Party.

17. Governing Law. This Agreement, as a binding contract between the Parties, shall be governed by and construed under the laws of the State of California.

18. No Presumption Against Drafter. Each Party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any Party based on attribution of drafting to any Party.

19. Amendment. This Agreement may be amended only by a written instrument duly executed by both Parties.

20. Notice. Any Notice required by this Agreement will be written. Notice will be by personal delivery, sent by first class U.S. mail postage prepaid, or by electronic mail. A Notice will be deemed effective upon date of receipt or delivery, but if provided by U.S. mail, seven (7) days after the date on which it is mailed. Notice will be provided at the following addresses:

Olympic Valley Public Service District
P.O. Box 2025
Olympic Valley, CA 96146
Attention: General Manager

Email:

Olympic Valley Mutual Water Company, Inc.
P.O. Box 2276
Olympic Valley, CA 96146
Attention: President

Email: president@ovmwc.com

The Parties will provide Notice of any change in the authorized representatives or addresses specified above.

21. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term

and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 22. Waiver.** The failure of either Party to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any other obligation, right or duty of, or imposed upon, such Party. No provision, covenant, or condition of this Agreement shall be deemed to have been waived unless in writing signed by someone authorized to bind the Party asserted to have consented to the waiver. The waiver by District or SVMWC of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 23. Successors and Assigns.** This Agreement and the terms, covenants and additions set forth herein shall be binding upon and inure to the benefit of the Parties and their respective successors, transferees and approved assigns. No assignment shall be made unless approved in writing by both Parties and any assignment without such approval shall be void.
- 24. Cost of Performance.** Except as expressly provided in this Agreement, each Party will bear its own costs of the negotiation and execution of this Agreement and discharging its duties and responsibilities hereunder.
- 25. No Third Party Beneficiaries.** This Agreement is not intended, nor shall it create any right or interest in any third party, and does not authorize any third party to maintain a suit in law or equity related to the terms, conditions and performances required by or subject of this Agreement.
- 26. Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement.
- 27. Entire Agreement.** This Agreement constitutes the complete and exclusive agreement of the Parties with respect to the subject matter hereof, and supersedes all discussions, negotiations, representations, warranties, commitments, offers, contracts, and writings prior to the execution of this Agreement.
- 28. Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed through their duly authorized representatives as of the Effective Date:

OLYMPIC VALLEY PUBLIC SERVICE DISTRICT

By: _____

Date: _____

SQUAW VALLEY MUTUAL WATER COMPANY

By: _____

Date: _____

EXHIBIT A
(ENTER TITLE)