

Attachment C

Proposition 84 Public Agency Grant  
Funding Agreement No. 84-11E22

STATE OF CALIFORNIA

HEALTH AND HUMAN SERVICES AGENCY  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

FUNDING AGREEMENT  
BETWEEN  
THE STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC HEALTH  
AND  
COUNTY OF TULARE  
DULY APPOINTED AND ACTING RECEIVER FOR SEVILLE WATER COMPANY  
PROJECT NUMBER P84E-5400550-001

FOR A GRANT FROM THE CLEAN WATER EMERGENCY GRANT FUND

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PROJECT NUMBER P84E-5400550-001

FOR A GRANT FROM CLEAN WATER EMERGENCY GRANT FUND

THIS AGREEMENT is entered into between the State of California Department of Public Health herein referred to as "State", and **County of Tulare**, a public agency in the County of **Tulare**, State of California, duly organized, existing, and acting pursuant to the laws thereof, in its capacity as the court appointed receiver for Seville Water Company's public water system, and herein referred to as "Supplier", which parties do hereby agree as follows:

SECTION 1. PURPOSE OF FUNDING

This Agreement provides funding in the form of a grant made by State to the Supplier under the provisions of the Clean Water Emergency Grant Fund, Division 104 Part 12, Chapter 4 of the Health & Safety Code, commencing with Section 116475, (herein referred to as the "Act".) The purpose of the funding is to assist in financing a project which will enable Supplier to take action in response to an emergency situation, as more fully described in Exhibit B to this Agreement, in order to ensure the supply of safe drinking water to its customers, which action is more fully described in Exhibit B to this Agreement and is herein referred to as the "Project". Funds may be used only for such eligible project costs as are approved by State.

Supplier is solely responsible for the design, construction, operation, and maintenance of the Project; and for all persons or entities engaged in such work, including but not limited to contractors, subcontractors, suppliers, and providers of services. Review or approval of plans, specifications, bid documents or other construction documents by State is solely for the purpose of proper administration of the funds by State and shall not be deemed to relieve or restrict Supplier's responsibility.

## SECTION 2. INCORPORATION OF OTHER DOCUMENTS

This Agreement incorporates by this reference Exhibit A, "Standard Conditions" and Exhibit B "Special Terms and Conditions".

Supplier accepts and agrees to comply with all terms, provisions, and condition of this Agreement, including all incorporated documents and exhibits thereto, and to fulfill all assurances, declarations, representations, and statements made by Supplier in its request for funding, including but not limited to any and all plans and specifications submitted to and approved by State.

## SECTION 3. PROJECT COST

Supplier represents that the total cost of the Project is estimated to be **\$50,000**.

## SECTION 4. GRANT FUNDING

Subject to the availability of funds and in accordance with the terms of this Agreement, State will provide grant funding to Supplier in an amount not to exceed **\$50,000**.

## SECTION 5. SUPPLIER'S COST

Supplier agrees to fund any project costs which are in excess of the grant funding set forth in Section 4 in order to assure a fully funded project; such project costs are herein referred to as "Supplier's Cost".

## SECTION 6. SPECIAL TERMS AND CONDITIONS

Supplier shall satisfy the special terms and conditions set forth in Exhibit B. Failure by Supplier to timely satisfy the special terms and conditions may, at the option of State, result in cancellation of this Agreement under Article A-7 of the Standard Conditions, and/or declaration that Supplier is in default pursuant to Article A-24 of the Standard Conditions.

SECTION 7. PROJECT OFFICIALS AND NOTICES

State's Grant Administrator shall be **Tricia Wathen**, District Engineer for the Division of Drinking Water and Environmental Management, California Department of Public Health. All communications given to State's Grant Administrator shall be deemed given to State.

State's Grant Administrator shall be State's representative for administration of this Agreement, and shall have authority to make recommendations and findings with respect to each controversy arising under or in connection with this Agreement. All such recommendations and findings shall be communicated to the Chief, Division of Drinking Water and Environmental Management of the California Department of Public Health, and disputes shall be resolved in accordance with Article A-22 of the Standard Conditions.

Supplier's Grant Administrator shall be its **Assistant Director of Public Works, Tulare County RMA**. Supplier's Grant Administrator shall be Supplier's representative for administration of this Agreement. All communications given to Supplier's Grant Administrator shall be deemed given to Supplier.

Either party may change its Grant Administrator upon written notice to the other party.

Notices required to be given in writing by Supplier under this Agreement shall be sent to:

State of California  
California Department of Public Health  
Division of Drinking Water and  
Environmental Management  
Attention: Emergency Clean Water Grant Program  
1616 Capitol Avenue, MS 7408  
Post Office Box 997377  
Sacramento, California 95899-7377

Notices required to be given in writing by State under this Agreement shall be sent to:

**Tulare County RMA**  
**Assistant Director of Public Works**  
**5961 S. Mooney Blvd.**  
**Visalia, CA 93277**

A change of address for delivery of notice may be given by written notice to the other party.

All written notices that are required either expressly or by implication to be given by one party to the other under this Agreement shall be signed for State by its Grant Administrator and for Supplier by its Grant Administrator. Except as otherwise expressly required by this Agreement, all such notices shall be deemed to have been given if delivered personally or if

enclosed in a properly addressed postage-prepaid envelope and deposited in a United States Post Office for delivery by registered or certified mail.

## SECTION 8. MISCELLANEOUS PROVISIONS

### ATTORNEY FEES

In the event either party commences an action or proceeding concerning the subject matter of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorney fees incurred therein.

### SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

### GOVERNING LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

### CHILD SUPPORT COMPLIANCE ACT

Supplier acknowledges that it is the policy of this state that anyone who enters into a contract with a state agency shall recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. Supplier further acknowledges that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

### LEGAL CAPACITY

Supplier hereby warrants and represents that it is a legal entity in good standing, is the owner or operator of a public water system and has the authority to enter into this Agreement.

Supplier shall notify State as promptly as feasible of any proposed change in Supplier's ownership, organization, legal form or service area.

### VENUE

The parties agree that venue of any action between the parties arising out of this Agreement, including disputes that may arise following termination of the Agreement, shall be County of Sacramento, State of California.

### DATE OF EXECUTION

Date of Execution of this Agreement is the date of the latest in time execution by a party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Approved as to Legal Form  
and Sufficiency:

By *[Signature]*  
Signature

Peter A. Bablridge  
Print Name

Assistant Chief Counsel  
Title

California Department of Public Health

Date Nov. 18, 2011

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC  
HEALTH

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date \_\_\_\_\_

COUNTY OF TULARE

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

Date \_\_\_\_\_

APPROVE AS TO FORM:  
COUNTY COUNSEL

BY 11/22/11 DEPUTY 2011733

## EXHIBIT A

### STANDARD CONDITIONS

#### ARTICLE A-1. DEFINITIONS

Whenever in this Agreement the following terms are used, **their** meaning shall be as follows unless the context clearly requires otherwise:

Agreement--The Funding Agreement to which this Exhibit A "Standard Conditions" is appended.

Days--Calendar days unless otherwise expressly indicated.

Month--Calendar month unless otherwise expressly indicated.

Year--Calendar year unless otherwise expressly indicated.

Eligible Project Costs--Those project costs which are eligible for funding under the Act and applicable State law and implementing guidelines.

Force Account--The use of Supplier's own employees or equipment on the Project.

Grant Amount--The total amount disbursed to Supplier under this Agreement.

Public Water System or Public Water Supply System--A system for the provision to the public of water for human consumption, as defined in Part 12, Chapter 4 (commencing with Section 116270), of Division 104 of the Health and Safety Code, as it may be amended.

#### ARTICLE A-2. TERM OF AGREEMENT

Subject to the provisions of Article A-7, this Agreement shall become effective on the date of its execution and shall remain in effect until **four (4) months** following the Project Completion Date set forth in Article A-8; and such period of time shall be the Term of this Agreement.

#### ARTICLE A-3. BASIC CONDITIONS PRECEDENT

State shall have no obligation to disburse funds under this Agreement unless and until:

- (a) Supplier has provided satisfactory documentation of the action taken by its governing body authorizing it to enter into this Agreement, and designating a representative to execute this Agreement and to sign claim(s) for disbursement of funds (**Attachment 1** of this Agreement).
- (b) Supplier has submitted to State an Initial Budget and Expenditure Summary in substantially the form of **Attachment 2** to this Agreement.

#### ARTICLE A-4. COMPLIANCE WITH LAWS, REGULATIONS, AND PERMIT REQUIREMENTS

Supplier shall at all times comply with, and require its contractors and subcontractors to comply with, all applicable federal and state laws, rules and regulations, permits, and all applicable local ordinances, including, but not limited to, environmental, labor, procurement and safety laws, rules, regulations, permits, and ordinances.

#### ARTICLE A-5. PROJECT CHANGES

The Project shall be constructed in accordance with the Project Description set forth in Exhibit B to this Agreement and the Budget and Expenditure Summary required by Article A-3(b) of this Agreement. Supplier shall not make any change in the Project without receiving prior written approval from State.

#### ARTICLE A-6. DISBURSEMENTS BY STATE

##### (a) Claims

Supplier shall request disbursement by submitting to State a claim(s) for incurred Project costs. A claim for disbursement of funds shall be provided in the form of **Attachment 3** to this Agreement.

##### (b) Disbursements

Following the review and approval of a claim by State, it will disburse to Supplier an approved amount, subject to any retention requirements specified in Exhibit B, Special Terms and Conditions, and subject to the availability of funds. Any and all funds disbursed to Supplier under this Agreement, and any and all interest earned by Supplier on such funds, shall be used solely to pay Eligible Project Costs.

(c) Rejection of Claims

A claim may be rejected by State if:

- (1) it is submitted without signature;
- (2) it is submitted under signature of a person other than Supplier's duly authorized representative;
- (3) Supplier fails to timely submit a final claim within the **time** period specified in Article A-6(f);

State will notify Supplier of any claim so rejected, and the **reasons** therefore.

(d) Correction of Claims

A claim containing a mathematical error will be corrected by State, after telephone notification to Supplier, and will thereafter be treated as if submitted in the corrected amount. State will confirm correction of the **error**, to Supplier, in writing.

(e) Adjustments to Claims

If upon review of a claim State determines that any **portion** or portions of the costs claimed are ineligible to be funded under the Act, State law, implementing criteria, or the terms of this Agreement, State will notify Supplier, by certified or registered mail, of its determination concerning Supplier's **failure** to adequately document costs as Eligible Project Costs. Supplier may, **within thirty (30) days** of the date of receipt of such notice, submit additional documentation or evidence to cure such deficiency(ies). If Supplier does not submit additional information, or if State determines such additional information to be inadequate, State will adjust the pending claim by the amount of the ineligible **cost(s)**.

Supplier may submit additional documentation or evidence, and resubmit any such rejected costs on a subsequent claim.

(f) Final Claim and Disbursement

Not later than six (6) months from the Project Completion Date, as set forth in Article A-8, Supplier shall submit a final claim. With the **final** claim, Supplier shall provide:

- (1) A statement of full written disclosure of all sources **and** amounts of funds contributed to the Project;

- (2) A certification by Supplier's Grant Administrator that the data disclosed is true and correct;
- (3) Proof of a Recorded Notice of Completion;
- (4) A fully executed "Final Release" in the form of **Attachment 4** to this Agreement.

Should Supplier fail to make the full disclosure and certification required by parts 1 and 2 of this paragraph (f), or should State become aware through any means that Supplier did not disclose all funding sources for the project; the project may be referred to the California Department of Finance for a full project audit.

(g) Force Account

Costs of construction or construction related activities performed by Force Account are not eligible for grant funding under the terms of this Agreement.

Costs of engineering, legal, and administrative activities performed by Force Account, if determined by State, in its sole discretion, to be Eligible Project Costs, may be eligible for grant funding pursuant to the terms of this Agreement.

When Supplier uses the services of its own employees, Supplier shall establish accounts and maintain records which reasonably document all employee hours and costs charged to the Project and the associated tasks performed by each employee.

ARTICLE A-7. WITHHOLDING OF GRANT DISBURSEMENTS BY STATE AND  
CANCELLATION OF AGREEMENT

(a) Conditions for Withholding

If State determines that the Project is not being carried out substantially in accordance with the provisions of this Agreement or that Supplier has failed in any other respect to comply with the terms and conditions of this Agreement, State may give written notice of such failure to comply. If Supplier does not cure any such failure to State's satisfaction within ten (10) calendar days of receipt of such notice, State may withhold from the Supplier all or any portion of the grant funding and take any other action that it deems necessary to protect its interests, including but not limited to declaring Supplier in default as set forth in Article A-24, or canceling this Agreement pursuant to Subpart (b) of this Article A-7.

(b) Withholding Entire Grant Amount

If State determines to withhold the entire Grant Amount from Supplier pursuant to Subpart (a) of this Article A-7, notice of such a determination shall constitute a notice of cancellation of this Agreement, and this Agreement shall no longer be binding on any party hereto. Said Notice of Cancellation shall be sent to Supplier by certified or registered mail, and shall be effective upon receipt.

(c) Withholding Balance of Grant Amount

When a portion of the grant amount has been disbursed to Supplier and State determines to withhold funding, State will notify Supplier in writing, via certified or registered mail, that State is withholding the balance of the funding from Supplier, pursuant to Subpart (a) of this Article A-7. In such event, Supplier will be deemed to be in default and subject to the provisions of Article A-24.

ARTICLE A-8. TIMING OF PROJECT

Supplier agrees to proceed expeditiously, and shall meet a Project Completion Date of not later than **one (1) month** from the Date of Execution of this Agreement. Supplier's failure to meet said Project Completion Date may, at the option of State, be considered a material breach of agreement and may be treated as a default under Article A-24. The facility shall not be placed into operation until State has conducted a final inspection and notifies Supplier in writing that the Project is complete.

When the Project is complete, Supplier shall certify to State that the Project is complete in accordance with the approved plans and specifications and ready for final inspection by State. The date of such certification by Supplier shall be the Project Completion Date for purposes of this Agreement.

ARTICLE A-9. SUPPLIER'S CONTRACTS

Supplier shall be solely responsible for resolution of any and all disputes arising out of or related to Supplier's construction and contracts for construction of the Project, including but not limited to bid disputes and payment disputes with Supplier's contractors and subcontractors and shall provide appropriate releases (as set forth in California Civil Code Title 15) as may be requested by State.

ARTICLE A-10. AUDIT AND INSPECTION OF BOOKS AND RECORDS

- (a) Upon execution of this Agreement and until 3 years following final disbursement under this Agreement, pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit by State or

any agent thereof, and the State Auditor, with respect to all matters connected with the performance of this Agreement, including, but not limited to, the cost of administering this Agreement. If any litigation, claim, negotiation, audit or other action is commenced before the expiration of said three (3) year period, all records must be retained until such action is resolved, or until the end of said three (3) year period whichever shall later occur. All records of Supplier relating in any way to funding received pursuant to this Agreement shall be preserved for this purpose.

- (b) During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by Supplier to comply with this provision shall be considered a substantial failure to comply with this Agreement. State may declare Supplier in default as set forth in Article A-24, withhold disbursements to Supplier, or take any other action it deems necessary to protect its interests. The provisions of this Subpart (b) shall be effective until expiration of the time period provided in Subpart (a) of this Article A-10.

#### ARTICLE A-11. REMITTANCE OF FUNDS BY SUPPLIER

Within thirty (30) days following the date of final disbursement of funds, Supplier shall remit to State any funds that were disbursed under this Agreement and were not utilized to pay Eligible Project Costs. Such funds will not be included in the Grant Amount.

#### ARTICLE A-12. ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENTS

##### (a) Separate Accounting of Grant Disbursements

Supplier shall account for the funds disbursed pursuant to this Agreement separately from all other Supplier's funds. Supplier shall maintain accounting procedures that are in accordance with Generally Accepted Accounting Principles. Supplier shall keep complete and accurate records of all receipts, disbursements, and interest earned on such funds.

Supplier shall require its agents, contractors and subcontractors to maintain books, records, and other documents pertinent to their work in accordance with Generally Accepted Accounting Principles. Such records shall be subject to inspection by State at any and all reasonable times.

(b) Disposition of Funds Disbursed

In addition to specific requirements set forth in this Agreement, all funds disbursed pursuant to this Agreement shall be deposited, administered, and accounted for pursuant to all provisions of law applicable to Supplier.

(c) Interim and Final Audits

In addition to the provisions of Article A-10, at any time following execution of this Agreement and until completion of the Project, or final disbursement whichever shall occur last, State reserves the right to conduct an audit of Supplier's disposition of all funds disbursed under this Agreement.

Failure or refusal by Supplier to comply with these provisions shall be considered a substantial breach of this Agreement.

ARTICLE A-13. INSPECTIONS OF PROJECT BY STATE

State shall have the right but not the duty to inspect the work being performed on the Project at any and all reasonable times during the term of this Agreement. This right shall extend to any subcontracts, and Supplier shall include provisions ensuring such access in all its contracts or subcontracts related to the Project.

ARTICLE A-14. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT  
STATE PERMISSION

During the term of this Agreement Supplier shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of the Project or any real or other property necessarily connected or used in conjunction with the Project, without prior written consent of State.

ARTICLE A-15. NONDISCRIMINATION CLAUSE

During the performance of this Agreement, Supplier, its contractors and subcontractors, shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Supplier, its contractors and subcontractors shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Supplier, its contractors and subcontractors shall comply **with** the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, **Division** 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) **and** the regulations or standards adopted by the awarding State Agency to implement **such** article.

By signing this Agreement, Supplier assures State that it **shall** comply with the requirements of the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as **well** as all applicable regulations and guidelines issued pursuant to the ADA; the Civil **Rights** Act of 1964, as amended, 42 U.S.C. 2000d (1988) et seq.; Section 504 of the **Rehabilitation** Act of 1973, as amended, 29 U.S.C. 794 (1989); Federal Water Pollution Control Act Amendments of 1972, Pub.L. No. 92-500, 86 Stat 816; and the **Age** Discrimination Act of 1975, as amended, 42 U.S.C. 6102 (1994); together with all **applicable** regulations and guidelines adopted to implement same. Said group of laws **and** requirements are collectively referred to in this Agreement as the "anti-discrimination **laws**".

Supplier agrees to collect and maintain information to show **compliance** with the "anti-discrimination laws" including a list of discrimination complaints, reports of any compliance reviews conducted by other agencies descriptions of **any** pending discrimination-based lawsuits and data on the racial, ethnic, **national** origin, sex and handicap characteristics of the population it serves.

Supplier, its contractors and subcontractors shall give **written** notice of their obligations under this Article to labor organizations with which they **have** a collective bargaining or other agreement.

Supplier's signature on this Agreement shall constitute a **certification** under penalty of perjury under the laws of the State of California that **Supplier** has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990, and Title 2, California Code of Regulations, Section 8103.

Supplier shall include the nondiscrimination and compliance **provisions** of this Article A-15 in all contracts and subcontracts to perform work on **the** Project.

#### ARTICLE A-16. WORKERS' COMPENSATION CLAUSE

Supplier affirms that it is aware of the provisions of Section **3700** of the California Labor Code, which requires every employer to be insured against **liability** for workers' compensation or to undertake self-insurance in accordance with **the** provisions of that code, and Supplier affirms that it will comply with such provisions **before** commencing performance of work under this Agreement and will make its **contractors** and subcontractors aware of this provision.

#### ARTICLE A-17. SUCCESSORS AND ASSIGNS

This Agreement and all of its provisions shall inure to the benefit of, apply to, and bind the heirs, successors and assigns of the parties hereto. No assignment or transfer of this Agreement or any part hereof by Supplier shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

#### ARTICLE A-18. STATE TO BE HELD HARMLESS

Supplier shall indemnify, hold harmless, protect and defend State and its officers, employees, agents and representatives from any loss, suit, action or claim brought for, or on account of any violation of law, ordinance, rule, or regulation, or any injury, damage, or loss, including death, caused by acts or omissions of Supplier, its employees, contractors, or agents; or in any way arising from, or related to the Project.

#### ARTICLE A-19. REMEDIES NOT EXCLUSIVE

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive, and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

#### ARTICLE A-20. AMENDMENTS

This Agreement may be amended only by mutual written agreement signed by the parties hereto. Requests by Supplier for amendments must be in writing stating the amendment request and the reason for the request.

#### ARTICLE A-21. WAIVER OF RIGHTS

It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Agreement unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other rights or matters.

#### ARTICLE A-22. DISPUTE CLAUSE

Any dispute that Supplier may have regarding the performance of this Agreement including, but not limited to, claims for additional disbursements of funds or extension of time, shall be submitted to State's Grant Administrator identified in Section 10 of this Agreement. State's Grant Administrator may make findings and

recommendations and transmit a copy of the claim and any such findings and recommendations to the California Department of Public Health , Chief, Division of Drinking Water and Environmental Management, who shall make a decision on such dispute which decision shall be in writing and transmitted to Supplier by certified or registered mail. Said decision shall be final and conclusive.

#### ARTICLE A-23. PERFORMANCE AND ASSURANCES

Supplier agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit B and any final plans and specifications as submitted to and approved by State, and to apply funds received only to Eligible Project Costs and to operate and maintain the Project in accordance with applicable provisions of the law.

#### ARTICLE A-24. DEFAULT PROVISIONS

(a) Supplier will be in default under this Agreement if any of the following occur:

- (1) Supplier's failure to make any remittances required by this Agreement;
- (2) Supplier's substantial breach of this Agreement, or any supplement or amendment to it;
- (3) Supplier's making of any false warranty, representation, or statement with respect to this Agreement or the Project;
- (4) Dissolution or cessation of operations by Supplier, termination of Supplier's existence, insolvency of Supplier, or filing of a voluntary or involuntary bankruptcy petition by or on behalf of Supplier; and/or

(b) When an event of default occurs, State may give Supplier notice of default. Supplier shall have ten (10) calendar days from the date of such notice to cure the default. If Supplier fails to timely cure the default to the satisfaction of State, then State may do any or all of the following:

- (1) Declare that any and all amounts disbursed to Supplier under the terms of this Agreement shall be deemed an obligation of Supplier and due and payable to State;
- (2) Declare Supplier's obligations immediately due and payable, with or without demand or notice to Supplier, which Supplier expressly waives;
- (3) Terminate any obligation of State to make further disbursements to Supplier under this Agreement;

- (4) Perform any of Supplier's obligations under this Agreement for Supplier's account; and/or
- (5) Take any other action it deems necessary to protect its interests.
- (c) Supplier agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to State as a result of a breach of agreement by Supplier, whether such breach occurs before or after completion of the Project.
- (d) No waiver by State of any breach or default will be a waiver of any other breach or default.

#### ARTICLE A-25. DRUG-FREE WORKPLACE CERTIFICATION

By signing this Agreement, Supplier hereby certifies under penalty of perjury under the laws of the State of California that Supplier will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- (b) Establish a Drug-Free Awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The person's or organization's policy of maintaining a drug-free workplace;
  - (3) Any available counseling, rehabilitation and employee assistance programs;
  - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Every employee who works on the Project:
  - (1) Shall be issued a copy of Supplier's drug-free policy statement;
  - (2) Shall agree to abide by terms of Supplier's statement as a condition of employment on the Project.

This Agreement may be subject to suspension of payments or termination, or both, and Supplier may be subject to debarment if State determines that: (1) Supplier has made a false certification, or (2) Supplier has violated the certification by failing to carry out the requirements of this Article A-25.

#### ARTICLE A-26. CONFLICT OF INTEREST--CURRENT AND FORMER STATE EMPLOYEES

(a) Current State Officers and Employees:

- (1) Supplier shall not utilize in the performance of this Agreement any state officer or employee in the state civil service or other appointed state official unless the employment, activity, or enterprise is required as a condition of the officer or employee's regular state employment. Employee in the state civil service is defined to be any person legally holding a permanent or intermittent position in the state civil service.
- (2) If any state officer or employee is utilized or employed in the performance of this Agreement, Supplier shall first obtain written verification from State that the employment, activity, or enterprise is required as a condition of the officer's, employee's, or official's regular state employment and shall keep said verification on file for three (3) years after the termination of this Agreement.
- (3) Supplier may not accept occasional work from any currently employed state officer, employee, or official.
- (4) If Supplier accepts volunteer work from any currently employed state officer, employee, or official, Supplier may not reimburse, or otherwise pay or compensate, such person for expenses incurred, including, without limitation, travel expenses, per diem, or the like, in connection with volunteer work on behalf of Supplier.
- (5) Supplier shall not employ any state officers, employees, or officials who are on paid or unpaid leave of absence from their regular state employment.
- (6) Supplier or anyone having a financial interest in the Agreement may not become a state officer, employee, or official during the term of this Agreement. Supplier shall notify each of its employees, and any other person having a financial interest in this Agreement that it is unlawful under the Public Contract Code for such person to become a state officer, employee, or official during the term of this Agreement unless any relationship with the Supplier giving rise to a financial interest, as an employee or otherwise, is first terminated.

- (7) Occasional or one-time reimbursement of a state **employee's** travel expenses is not acceptable.

(b) Former State Officers and Employees:

- (1) Supplier shall not utilize in the performance of this **Agreement** any formerly employed person of any state agency or **department** that was employed under the state civil service, or otherwise **appointed** to serve in the State Government, if that person was engaged **in** any negotiations, transactions, planning, arrangement, or any part of **the** decision making process relevant to the Agreement while employed **in** any capacity by any state agency or department. This prohibition shall **apply** for a two (2) year period beginning on the date the person left state employment.
- (2) Supplier shall not utilize within twelve (12) months **from** the date of separation from services, a former employee of the **contracting** state agency or department if that former employee was **employed** in a policy making position in the same general subject area **as** the proposed Agreement within the twelve (12) month period prior **to** the employee leaving state service.

#### ARTICLE A-27. PROHIBITED USE OF STATE FUNDS FOR SOFTWARE

Supplier certifies that it has appropriate systems and **controls** in place to ensure that state funds will not be used in the performance of this **Agreement** for the acquisition, operation or maintenance of computer software in **violation** of copyright laws.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

ARTICLE B-1. DESCRIPTION OF EMERGENCY

**Seville Water Company** is a water system that serves 77 connections in **Tulare** County. Seville's pressure loss was due to leaks in the pressure tanks and underground water main thus creating an imminent public health threat as further described in **Attachment 5** of this agreement.

ARTICLE B-2. PROJECT DESCRIPTION

The Project consists of the Supplier working with a contractor, **Water Dynamics**, along with their own staff to assist in the work associated with repair of **the** water main leak, including: distribution of Boil Water Notices as required by the **Tulare County** Local Primary Agency; dig a hole at the location of the water leak to **expose** the line; backfill the hole; repair the road and collect bacteriological samples. In **addition**, the Supplier and **Water Dynamics** will replace the leaking pressure tanks, including: remove the existing pressure tanks, install a new concrete pad for the new **pressure** tank; install the new pressure tank and air regulator; and issue notices rescinding **the** Boil Water Advisory, as more fully described in **Attachment 5** of this agreement.

ARTICLE B-3. OTHER TERMS AND CONDITIONS.

1. Notwithstanding any other provision of this Agreement, **including** but not limited to Article A-5, hereof, Supplier may submit proposed changes **to the** project to State's Visalia District Office for review and approval; such requests **and** approvals must be in writing but may be electronically transmitted.
2. Notwithstanding any other provision of this Agreement, costs **associated** with delivering the Boil Water Notices, or issuing notices rescinding **the** Boil Water Advisory are not eligible costs.

# BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF FUNDING )  
AGREEMENT FROM THE CALIFORNIA ) Resolution No. \_\_\_\_\_  
DEPARTMENT OF PUBLIC HEALTH FOR ) Agreement No. \_\_\_\_\_  
EMERGENCY REPAIRS TO THE SEVILLE )  
WATER SYSTEM

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE BOARD  
OF SUPERVISORS, AT AN OFFICIAL MEETING HELD DECEMBER 6, 2011, BY THE  
FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: JEAN M. ROUSSEAU  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Deputy Clerk

\* \* \* \* \*

That the Board of Supervisors:

1. Approved the funding agreement from the California Department of Public Health, in the amount of \$50,000 for Fiscal Year 2011/2012 in emergency grant monies, for the Seville water equipment repair.
2. Authorized the Chairman of the Board to sign the Funding Agreement, and any amendments, from the California Department of Public Health, for emergency repairs to the Seville water system.
3. Designated the Assistant Director-Public Works, a registered engineer, to:
  - Approve claims for reimbursement
  - Sign the project's Budget and Expenditure Summary
  - Sign the Certification of Project Completion
  - Sign the Final Release Form
4. Authorized the Tulare County Auditor to make budget adjustments, as summarized on the AUD 308 Budget Adjustment Form, establishing a separate budget line that includes project and funding agreement numbers.



### Proposition 84

CLAIM FOR REIMBURSEMENT (PUBLIC)

See instruction sheet.

☐ Forgiveness of Principal/Grant Funds☐ Negative Interest Funds

☐ Other Source of funds \_\_\_\_\_

☐ **Loan Funds**

## Part A

DUNS #: \_\_\_\_\_

Name of Water System		0	
Address			
Phone Number	0	Fax Number	Funding Agreement No. 0
Claim Number	0	For Period From (Month/Day/Year)	To (Month/Day/Year)

### Part B Expenditure Summary

[illegible]

## PART C

PART C			
1. Total this claim - <i>Do not request reimbursement for funds that won't be immediately disbursed to the contractor.</i>	\$0.00	\$0.00	\$0.00
2. Total all prior claims			\$0.00
3. Total expenditures to date (1 + 2 above)	\$0.00	\$0.00	\$0.00
4. DWP Funding Agreement Amount			
5. Total funds obligated (Same as 3)			\$0.00
6. Funds still available (4 - 5 above)			\$0.00

**Prepare an Original  
and Two (2) Copies.**

Original plus one copy to:

Dept. of Public Health, Safe Drinking Water Office

P.O. Box 997377, MS 7418 / Sacramento, CA 95899-7377

One copy to: CDPH District Engineer

FOR STATE USE ONLY										VA# _____ CALSTARTS CODING (Grant): 5															
Payment Approved (CDPH Analyst)										Date _____															
										Fiscal Year		FCA			Index		Object Code		Agency Object		Project Number			Work Phase	
Notes:										Approved by _____ Date _____															

### Proposition 84

## ITEMIZED CLAIM FORM

See instruction sheet.

- ☐ Loan Funds
- ☐ Forgiveness of Principal/Grant Funds
- ☐ Other Source of Funds\_\_\_\_\_
- ☐ Negative Interest Funds\_\_\_\_\_

Attachment No. of

Claim No. \_\_\_\_\_

Funding Agreement No. 0

F.A. Execution Date

## PART A

NAME OF CONTRACTOR		
NAME OF ENTITY		TELEPHONE NUMBER
DATE OF COMPLETION FOR THIS CONTRACTOR	AMOUNT OF CONTRACT FOR THIS CONTRACTOR	DATES OF CLAIMS
Original _____	Original _____	From _____
Revised _____	Revised _____	To _____

## PART B

[illegible]

**PART C**

	THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED	\$ -	\$ -
PREVIOUS PAYMENTS		\$
AMOUNT DUE	\$ -	\$ -

ESTIMATED PERCENTAGE OF JOB COMPLETED  
(applicable for construction costs only)

\_\_\_\_\_ %

IS CONTRACTOR'S CONSTRUCTION PROGRESS ON SCHEDULE?  
(applicable for construction costs **only**)

☐ YES ☐ NO

EXPLAIN:

**PART D****1. Certification of Contractor (applicable for construction costs only)**

According to the best of my knowledge and belief, I certify that all items and amounts **shown** on the foregoing Claim for Reimbursement (Itemized) are correct; that all the work has been performed **and/or** material supplied in full accordance with the requirements of the referenced Funding Agreement, and/or duly authorized deviations, substitutions, alternations, and/or additions; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this claim; that no **part** of the "Balance Due This Payment" has been received and that the undersigned and his subcontractors have **complied** with the nondiscrimination provisions of the Funding Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

**2. Certification of Individual Authorized Representative to Sign Budget and Expenditure Summary**

I certify that I have checked and verified the foregoing Claim for Reimbursement (Itemized); that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material included in this claim; has been inspected by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with requirements of the referenced contract; and that partial payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Position Title or Registration Number

**3. Request for Payment by Entity**

The construction of the project is progressing satisfactorily and to the best of my knowledge the amounts contained in the foregoing Itemized Claim Form are true and correct statements of actual costs **incurred** for work performed and I hereby request payment from the fund indicated on the Claim for Reimbursement form in the amount of \$ \_\_\_\_\_ for reimbursement of eligible project costs estimated above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Position Title or Registration Number

Your claim packet must include original "wet" signatures from the person(s) designated in your resolution. Please sign in blue ink and make photocopies of the signed originals.

Please submit the original and one copy of the entire claim package to:

Department of Public Health, Safe Drinking Water Office  
P.O. Box 997377, MS 7418  
Sacramento, CA 95899-7377

In addition, a full copy of the claim package must be sent to your CDPH District Office.

**Instructions for completing "CLAIM FOR REIMBURSEMENT (PUBLIC OR PRIVATE)"**

**INDICATE WHICH FUNDING SOURCE YOU ARE CLAIMING**

Choose from the menu in the heading and check the appropriate box below it.

**PART A**

**Name of Water System**

The name should be identical to the name used in the Funding Agreement with the State.

**Funding Agreement Number**

The number is on the Funding Agreement (Ex. AR09N100)

**Claim Number**

Submit no more than one claim per month. The format for numbering claims will be in sequence (Claim No. 1, No. 2, etc.)

**PART B - Expenditure Summary**

**Line Item Number**

This number corresponds to the line items on your Budget and Expenditure Summary form as well as the corresponding Itemized forms.

**Attachment Number**

Numerically identify each attachment, corresponding to each Claim for Reimbursement (Itemized) form, found in the upper right hand corner.

**Description**

Must match the B&E line item description but may include additional information, such as the name of the contractor.

**Project Expenditures**

Enter the total dollar amount incurred for the line item this claim period. (include costs funded by SRF\* as well as non-SRF\* sources).

**Matching Funds/Supplier's Cost/Other Fund Source(s)**

If required by Funding Agreement to demonstrate matching funds, enter the dollar amount covered by non-SRF\* sources for this claim.

**Funds Requested**

The dollar amount of SRF\* funds requested for each line item.

If your project is funded from multiple sources, you must submit to CDPH copies of all payment requests (claims) for each funding source, including support documentation.

**PART C - Totals**

1. Sum of project expenditures and SRF\* funds requested from the columns in Part B.
2. Total all prior claims - Do not include this claim.
3. Sum of Items 1 (Total this Claim) and 2 (Total all prior claims).
4. SRF\* amount from the Funding Agreement.
5. Same as Item 3, the sum of Items 1 and 2.
6. Funds still available - Item 4 minus Item 5. This amount must be equal to or greater than zero.

The totals in Part C should match the totals on the Claim B&E.

DO NOT WRITE IN THE BLOCKS MARKED "FOR STATE USE ONLY".

If additional space is required use a second Claim for Reimbursement form and identify it as "Page Two" in the upper right hand corner.  
Show a total only for the last Claim for Reimbursement form.

**Instructions for submitting "ITEMIZED CLAIM FORM"**

Submit an itemized form for each contractor whose service is being funded this claim.

**PART A**

**FOR CONSTRUCTION COSTS ONLY - Date of Completion**

The expected completion date for this contractor's portion of the project.

**FOR CONSTRUCTION COSTS ONLY - Amount of Contract**

The amount of the contract for this contractor's portion of the project.

If any revisions have been made to the completion date or contract amount, note them in the space provided.

The CDPH District Office must approve of any changes.

**Dates of Claims**

The date range for this claim (from the Public/Private claim form).

**PART B**

**Budget Line Item**

This number corresponds to the line items on your claim (Public/Private) and Budget and Expenditure Summary form.

**Contract Items (Unit, Quantity and Unit Price)**

"See Attached Invoice # [enter corresponding invoice number or range]."  
Alternatively, identify each item by its basic description.

**This Period**

**Quantity and Amount**

Total amount for this contractor submitted this claim.

**Total to Date**

**Quantity and Amount**

Total amount for this contractor to date (entire project).

**PART C**

**Amount Earned**

Total of "This Period" and "Total to Date" columns in Part B.

**Amount Due (This Period) and Amount Due (Total to Date)**

Enter the amount of funds requested this claim.

**Previous Payments**

Enter the sum of previous payments related to this contractor in the Total to Date column.

**FOR CONSTRUCTION COSTS ONLY - Estimated Percentage**

Total percentage of work completed by this contractor for this contract, required.

**FOR CONSTRUCTION COSTS ONLY - Contractor's Progress**

Indicate if contractor is on schedule. If "no," explain.

**Part D**

D2 and D3 must always be signed by the personnel designated in the resolution. Part D2 is always signed by a registered civil engineer unless otherwise approved in writing by State.  
Part D1 is signed FOR CONSTRUCTION COSTS ONLY.

**DO NOT REQUEST REIMBURSEMENT FOR FUNDS THAT WON'T BE IMMEDIATELY DISBURSED TO THE CONTRACTOR, INCLUDING RETENTION.**

*\*These instructions apply for all CDPH Drinking Water Program fund sources: SRF, ARRA, Prop 50, Prop 84.*

## Final Release

Definitions: As used in this release "Funding Agreement" refers to that certain State of California Department of Public Health Funding Agreement identified in paragraph 2 below; "final invoice" refers to "final claim" as used in said Funding Agreement and "Supplier" refers to the party identified as "Supplier" in said Funding Agreement.

### Instructions to Supplier:

With your final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind Supplier. The additional copy may bear photocopied signatures.

### 2. Submission of Final Invoice

Pursuant to Funding Agreement number \_\_\_\_\_ entered into between the State of California Department of Public Health (CDPH) and the Supplier (identified below), the Supplier does acknowledge that final payment has been requested via invoice number \_\_\_\_\_, in the amount of \$\_\_\_\_\_ and dated \_\_\_\_\_.

### 3. Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number referenced above, Supplier does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced Agreement.

### 4. Repayments Due to Audit Exceptions / Record Retention

By signing this form, Supplier acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Supplier agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced Agreement must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said Funding Agreement.

### 5. Other Issues

By signing this form, Supplier further agrees, in connection with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced Funding Agreement, including, but not limited to, those provisions relating to notification to the State and related to resolution of disputes and the defense or prosecution of litigation.

**ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE**

\_\_\_\_\_  
Supplier's Legal Name (as on Agreement)

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature of Supplier

\_\_\_\_\_  
Printed Name/Title of Person Signing

CDPH Distribution: Accounting (Original) Program(Copy): Division of Drinking Water and Environmental Management



California Department of Public Health  
**MEMORANDUM**

DATE: November 3, 2011

TO: Leah Godsey Walker, P.E., Chief  
Division of Drinking Water and Environmental Management

VIA: Kim Wilhelm, P.E., Chief  
Technical Programs Branch

Cindy Forbes, P.E., Chief  
Southern California Drinking Water Field Operations Branch

Carl Carlucci, P.E., Chief  
Central California Section

FROM: Tricia Wathen, P.E., Visalia District Engineer

SUBJECT: Seville Water Company (5400550) - Proposition 84 Emergency Grant Fund  
Request via a Funding Agreement

This is a formal request to initiate a Funding Agreement with Seville Water Company (Seville) for Proposition 84 Emergency Clean Water Grant (ECWG) funds to address an imminent public health threat. Seville is a community water system with 77 service connections serving approximately 400 people. It is regulated by the Tulare County LPA. Seville Water Company is under receivership with Tulare County Resource Management Agency (Receiver).

**Describe the emergency:** Seville has 2 leaks in the system that has reduced the system pressure below 5 psi. One leak is in one of the two old pressure tanks at the only well in the system and one is underground in a distribution pipe. The Tulare County LPA issued a Boil Water Advisory (BWA) to the customers until the pipe repair and the pressure tank is replaced. The Receiver has temporarily connected a compressor to the pressure tank which has increased the pressure in the system.

Initially the contract operator for the Receiver thought that the leak in the pressure tank could be welded; however, the tank is too old and the weld will not hold. Both pressure tanks are old and only one of the two usually works at one time. The emergency grant request to remove both old inoperable pressure tanks and replace them with one new pressure tank.

Seville has one groundwater well source that periodically exceeds the nitrate MCL. In addition, the Seville distribution system is very old, has very bad leaks and routinely has BWAs for pipe repairs. The most recent nitrate sample was collected in July 2011 and had a result of 43 mg/L. If a system has a nitrate level above the MCL of 45 mg/L, a BWA cannot be issued as boiling will concentrate the nitrate in the

water. A BWA is issued to protect the public from bacteriological contamination due to the leak and low pressure in the mains.

Seville has been invited and applied for DWSRF funds to **replace** the distribution system. In addition, Seville has applied for both DWSRF and P84 funds to replace the source of supply.

**Why is this a public health emergency:** Seville was placed into receivership by the State Superior Court in June of 2009. The Receiver established a budget approved by the Court that included accrual of funds for maintenance as well as reserves. However, there has been insufficient time to establish sufficient reserves to cover the cost of the water main repair and the pressure tank replacement. In addition, Seville does not have another approved drinking water source.

**Why can't the water system shut down until other sources of funding (i.e., insurance) are available:** The water system cannot shut down because it is a community water system serving approximately 77 residential connections.

**Describe how this was sudden and unforeseen:** The leak was not anticipated nor caused by work performed by the Receiver. Seville has been operating with the help of Tulare County RMA. However, there are frequent pipe leaks which require the system to be shut down and the pipe fixed requiring a BWA. The leak in the pressure tank was sudden and unforeseen combined with the underground pipe leak the system lost system pressure on Monday, October 31, 2011. The Tulare County RMA and the contract operator were able to have a compressor connected to increase the pressure in the system, but it is still not adequate for normal conditions. A BWA is in effect since the system will be shut down for a couple hours while repairs are made in the next week to both the pressure tank and the underground leak.

**Are these emergency repairs short term, long term/permanent, or both: Why?** This repair is permanent in that it is unlikely that a new leak will develop at the same location. However, until the Receiver is able to accrue sufficient funds for maintenance and reserves, they will not be able to fund emergency repairs.

**Why isn't water system going through normal funding process:** Seville has applied for funding for both the source problem and distribution system problem. However, the leaks have to be repaired at the time they occur and they cannot wait for the funding agreement. The receiver has been unable to accrue sufficient funds in the O&M and reserve accounts to fund this emergency repair.

**Nature of health threat:** Failure to repair the leak and replace the pressure tanks could result in bacteriological contamination of the water as well as loss of water supply.

**Source of health threat:**

- Bacteriological contamination, including fecal coliform and E. coli, **can** cause an imminent threat to public health, including short-term effects, such as diarrhea, cramps, nausea, headaches, or other symptoms. These bacteria may pose a **special** health risk for infants, young children, some of the elderly, and people with **severely** compromised immune systems.
- The loss of water through the leak adds an additional demand on **the** water system and reduces the supply available to customers. The system is **un-metered** and some customers are watering significant parcels of land. Loss of water through an ongoing leak adds an additional stress on the already over-taxed system and may cause water outages within the distribution system, leaving residential customers without water for basic hygiene and sanitation.

**The District Office's recommendation for corrective action:** The Visalia District recommends that funds be made available to the Receiver to cover the costs of the water main repair and a new pressure tank.

**Actions taken to obtain funds from other sources:** No other sources of revenue are available to the water system. The receiver has not been able to accrue sufficient funds to cover the cost of this repair. The community is a severely disadvantaged community. A median household income (MHI) of \$13,999 was recently determined in a MHI survey for the community.

**Recommendation of an ECWG Fund grant:**

Estimated project cost ~~\$32,000~~ per attached invoices  $\$29,437.64$

Grant amount requested ~~\$32,000~~  $\$50,000$   
Replace Electrical panel  $\$15,000$  (see 11/17/11 email attached)  
Bottled water 150 cases  $\$6600$  (see 11/15/11 email attached)

**Water System Grant Administrator/Contact Information.** (The Grant Administrator shall be Supplier's representative for administration of Funding Agreement. All communication given to Supplier's Grant Administrator shall be deemed given to Supplier).

Mr. Britt Fussel  
Tulare County RMA, Assistant Director of Public Works  
5961 S. Mooney Blvd  
Visalia, CA. 93277  
E-mail: [bfussel@co.tulare.ca.us](mailto:bfussel@co.tulare.ca.us)  
Phone no.: 559-624-7003

**Number of service connections - 77.**

Revised project  
cost =  $29,437.64$   
contingency  $15,000.00$   
 $49,622.00$   
 $\$50,000$

Approved  
by *Kim Walker*  
11/17/11

Leah Godsey Walker, P.E.  
Page 4 of 4  
November 3, 2011

**Description of Emergency (For use in the Funding Agreement, please provide a brief 2-3 line description).** Seville's pressure loss due to leaks in the pressure tanks and underground water main.

**Project Description (For use in the Funding Agreement, please provide a brief 2-3 line description).** The Receiver will use a contractor, Water Dynamics, along with their own staff to assist in the work associated with the repair of the water main leak, including: distribution of Boil Water Notices as required by the Tulare County LPA; dig a hole at the location of the water leak to expose the line; backfill the hole; repair the road and collect bacteriological samples. In addition, the Receiver and Water Dynamics will replace the leaking pressure tanks, including: remove the existing two pressure tanks, install a new concrete pad for the new pressure tank; install the new pressure tank and air regulator; and issue notices rescinding the Boil Water Advisory.

cc: Anne Novak, Chief, Project Support Unit  
Dev Patel, Prop 84 Pipeline Coordinator  
Joel Greathouse, Region 3 Funding Coordinator