



PLACER COUNTY WATER AGENCY
SINCE 1957

BOARD OF DIRECTORS	BUSINESS CENTER
Gray Allen, District 1	144 Ferguson Road
Primo Santini, District 2	MAIL
Mike Lee, District 3	P.O. Box 6570
Robert Dugan, District 4	Auburn, CA 95604
Joshua Alpine, District 5	PHONE
	(530) 823-4850
	(800) 464-0030
Andrew Fecko, General Manager	WWW.PCWA.NET

May 31, 2023

Mr. Don Elias
General Manager
Christian Valley Park Community Service District
P.O. Box 6857
Auburn, CA 95604

Dear Don,

On May 18, 2023, the Placer County Water Agency Board of Directors awarded the Christian Valley Park Community Service District a Grant totaling \$65,000 for the project titled "Kenneth Loop Capital Improvement Project", under PCWA's 2023 Financial Assistance Program.

Please indicate your acceptance of the terms of this Agreement by electronically signing this document in Adobe Sign. Once countersigned by the Agency, you will receive an executed original for your files.

Thank you for your interest in the Financial Assistance Program. Should you have any questions, please do not hesitate to contact me at (530) 823-4875 or Melissa Cope at (530) 823-4850.

Sincerely,

Joseph H. Parker, CPA
Director of Financial Services



**Placer County Water Agency
2023 Financial Assistance Program
Funding Agreement**

This Agreement by and between the **Placer County Water Agency**, (“PCWA” or “Agency”), and **Christian Valley Park Community Service District**, (“District” or “CVPCSD”), collectively referred to as “Parties”, for a Grant under the 2023 PCWA Financial Assistance Program, (“FAP”) is made as of the date executed by the last signatory of this Agreement, (“Effective Date”).

RECITALS

- A. In accordance with the provisions of the PCWA’s Financial Assistance Program, the District submitted a request for a Grant of \$65,000 to be reimbursed toward specific costs of the District’s total estimated cost of its project entitled “Kenneth Loop Capital Improvement Project”, (Project).
- B. After duly considering the District’s request, PCWA’s Staff recommended and PCWA Board of Directors approved, on May 18, 2023, to Award a Grant of \$65,000 to the District, on a reimbursement basis, to complete the second phase of design for the Kenneth Loop project, subject to the terms and conditions of this Grant Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

- 1. Amount and Purpose of Grant PCWA hereby agrees to a grant to the District in the amount of \$65,000 to assist the District in funding the Project. The scope of the District’s Project as set forth in the application, which is attached hereto as **EXHIBIT A, Scope of Work**.
- 2. Term of the Grant The District hereby agrees to use the funds to be granted to it pursuant to this Agreement, solely for the purpose of completing the Project stated herein. The District agrees to complete the District’s Project on or before December 31, 2024. If the Project cannot be completed by that date, the District may request a time extension. The request for an extension shall be submitted to PCWA at least 60 days prior to the Completion Date, which at PCWA’s sole discretion, may be authorized by the Director of Financial Services in writing with or without supplemental conditions.
- 3. Disbursement of Funds Grant funding is performed on a reimbursement basis; thus, the District would pay for the Project’s cost, then submit a payment request to PCWA for reimbursement from the awarded grant funding. Payment requests may be submitted throughout the Project, no more frequently than monthly, or once upon completion of the Project. The District shall complete, sign and submit a reimbursement request in the format provided in **EXHIBIT B, Reimbursement Request**, with appropriate supporting documentation for the allowable actual Project costs incurred by the District under this



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Agreement. Upon receipt of the Reimbursement Request, PCWA will review the completed form and the provided supporting documentation and, if approved, will pay the allowable costs under this Agreement, but in no event will PCWA pay more than the grant award amount stated in Section 1 above. The District's final reimbursement shall be submitted no later than 60 days after the completion date referenced in Section 2 above. PCWA reserves the right to hold the final reimbursement amount or 10% of the grant award until a final report is completed and received.

4. Project Costs The District shall pay any and all costs connected with the Project, without limitation. If the Project Grant award amount is not sufficient to pay the Project costs in full, the District shall nonetheless complete the Project and pay all Project costs in excess of the available Project Grant award amount. The District shall not be entitled to any reimbursement from the Agency for Project costs in excess of the Grant award amount. Should the grant award be insufficient to complete the Project within the term of the Grant in **Article 2**, it will be the District's responsibility to complete the Project using other funding opportunities, or operations expenses. Any allocated grant award funds remaining unused at the end of the grant term, or extension, will be un-allocated and returned to the FAP pool of funds for use in future FAP awards.
5. Final Report Where applicable, the District agrees to furnish PCWA a copy of all final reports, studies or assessments associated with the Project and receipt of the final report may be a condition of final disbursement of funds.
6. Examination and Audit The District acknowledges that pursuant to California Government Code Section 8546.7:

Notwithstanding any other provision of law, every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) entered into by any state agency, board, commission, or department or by any other public entity, including a city, county, city and county, or district, shall be subject to the examination and audit of the California State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the contract.

Every contract shall contain a provision stating that the contracting parties shall be subject to that examination and audit. The failure of a contract to contain this provision shall not preclude the California State Auditor from conducting an examination and audit of the contract at the request of the public entity entering into the contract or as part of any audit of the public entity.



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The examinations and audits under this section shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract. In compliance with the above, the District shall maintain and make available for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant. During regular office hours, PCWA's duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the District pertaining to this Grant, the District's Project, or matters related hereto. Failure or refusal by the District to comply with this provision shall be considered a substantial failure to comply with this Agreement and PCWA may withhold disbursements to the District or request any reimbursed funds to be refunded.

7. Indemnification The District agrees to indemnify, defend and save harmless PCWA, its Board of Directors, officers, agents, employees, and volunteers from any and all suits, actions, claims, and or losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in conjunction with the performance of this Agreement, from any and all claims and or losses accruing or resulting to any person, firm or corporation who may be injured or damaged by District in the performance of this agreement, and from any and all claims resulting from legal challenges to the District's Project, including, but not limited to, environmental review and compliance. This indemnity shall survive the termination of this Agreement whether by completion of the Project or any other reason whatsoever.

The District (including its contractor, subcontractors, stakeholders, and sub-recipients) shall maintain liability insurance, workers compensation and property coverage sufficient to indemnify PCWA from claims for death, bodily injury, property damage, loss or other liability that could result from one or more identified activities carried out in connection with this FAP award agreement. PCWA, its Board of Directors, officers, agents, employees, and volunteers shall be specifically named as Additionally Insured under the recipient's policies.

The District agrees to promptly report and cooperate with PCWA in the investigation and defense of any claims that may be filed against PCWA arising out of the activities of the District, its agents, employees or contractors.



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In the event of damage or destruction to the project, in whole or in part, nothing herein contained shall be deemed to require PCWA to replace or repair the building(s), property, or project. The District agrees that PCWA has no obligation for salvage, demolition or repair.

8. Notices All notices that are required to be given to one party by the other under this Agreement shall have been deemed to have been given if delivered personally or enclosed in a properly addressed envelope for delivery by registered or certified mail addressed to the parties at the addresses below, unless such addresses are changed by notice to the other party.

District

Christian Valley Park Community Service District
P.O. Box 6857
Auburn, CA 95604

Agency

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604-6570

9. Dispute Resolution If a dispute arises concerning any controversy or claim arising out of or relating to this Agreement or the breach thereof, or relating to its application or interpretation, the aggrieved party will notify the other party of the dispute in writing within 20 days after such dispute arises. If the Parties fail to resolve the dispute within 60 days after delivery of such notice, each party will promptly nominate a senior officer of its organization to meet at any mutually agreed time and location to resolve the dispute. The Parties shall use their best efforts to reach a just and equitable solution satisfactory to all Parties. Should the Parties be unable to resolve the dispute to their mutual satisfaction within 60 days thereafter, the dispute will be subject to mediation, pursuant to (13), below. The time periods set forth in this section are subject to extension as agreed to by the Parties.
10. Mandatory Non-binding Mediation If a dispute is not resolved pursuant to (12), above, the Parties agree to first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation initiated and conducted under the applicable rules of the American Arbitration Association, before having recourse in a court of law. Each party shall bear its own legal expenses, and the expenses of witnesses for either side shall be paid by the party producing such witnesses. All expenses of the mediator, including required travel, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise. Any resultant agreements from mediation shall be documented in writing. All mediation proceedings, results, and documentation, including without limitation any materials prepared or



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submitted or any positions taken by or on behalf of either party, shall be inadmissible for any purpose in any legal proceeding (pursuant to California Evidence Codes sections 1115 through 1128), unless such admission is otherwise agreed upon in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery. The mediation shall be completed within 60 days after selection of the mediator, unless the Parties agree to extend the mediation period. Either party may thereafter pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law. In the event of any action between Parties seeking enforcement of any of the terms and conditions of this Agreement, the prevailing party in such action shall be awarded its reasonable costs and expenses, including but not limited to taxable costs, and its reasonable attorneys' fees.

11. Severability If a provision of this Agreement violates any applicable law or regulation, that provision will be stricken from the Agreement, and all other provisions of this Agreement will remain in full force.
12. Enforcement of Agreement This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected to this Agreement shall lie exclusively in the state trial court or Federal District Court in the Counties of Placer or Sacramento, within the Eastern District of California and Parties consent to jurisdiction over their persons and over the subject matter of such litigation in such courts, and consent to service of process issued by such courts. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction of these courts and waives any defense of forum non conveniens.

This Agreement shall not be interpreted in favor of any party by virtue of said party not having prepared this Agreement.

No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the Agency's review, approval or acceptance of, nor disbursement of funds for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the District shall be and remain liable to the Agency in accordance with applicable law for all damages caused by the District's negligent performance of any of the work under this Agreement.



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By signing below, signatory warrants and represents that they have accessed and read all Agreement documents and is fully authorized to execute this Agreement in their authorized capacity, that they have the authority to bind the entity listed below to contractual obligations and that by their signature on this Agreement, the entity on behalf of which they acted, executed this Agreement.

PLACER COUNTY WATER AGENCY

BY: *Joseph H. Parker*

Date: Jun 2, 2023

Name: Joseph Parker

Title: Director of Financial Services

CHRISTIAN VALLEY PARK COMMUNITY SERVICE DISTRICT

BY: *Don Elias*

Date: Jun 2, 2023

Name: Don Elias

Title: General Manager



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**EXHIBIT A
Scope of Work**

The following is a summary of the scope of work encompassing the Project and the specific Project costs covered by this Grant Agreement.

Continuing work to cover predesign costs associated with identifying alternative pipeline routes between Sunshine Meadow Lane and Kenneth Way.

Project Description:

This improvement consists of approx. 3,200 linear feet of 6 inch pipeline, approx. 2,300 of this inlay will be paralleling existing roadways. The remainder follows private land boundaries to connect what is currently two termination points: referenced at Campbell Way and at Kenneth Lane. Ultimately one mile of pipeline could be constructed that could serve an area that currently relies on ground water wells of varying yields and water quality. Operational considerations would include redundancy, operating flexibility, including operation and maintenance considerations.

Specific Project Costs covered by this Grant Agreement: The approved Grant amount is for reimbursement to cover costs associated with the second phase of design for the Kenneth Loop project.



Placer County Water Agency

2023 Financial Assistance Program EXHIBIT B

Reimbursement Request

CVPCSD_2023_1

Send to: Placer County Water Agency
P.O. Box 6570, Auburn, CA 95604-6570 pcwafap@pcwa.net

Inv #

District Name	Date
Christian Valley Park Community Service District	
Project Title	Vendor #
Kenneth Loop Capital Improvement Project	3229
	P.O. No.
	R48016

PAYMENT REQUEST

(Please Round amounts to the nearest whole dollar)

a. Grant Amount	\$	65,000
b. Less Reimbursement(s) to Date		
c. Amount Available (a. minus b.)		
d. Less Amount of this Payment Request		
e. Remaining Funds available after this Payment Request (c. minus d.)	\$	
f. Is this the final Payment Request: Yes ___ No ___		

Payments will be sent to the District address on the application noted below:
(please correct if a different address is required)

Street Address: P.O. Box 6857, Auburn, CA 95604
Attention: Mr. Don S. Elias, General Manager

Authorized District Representative Requesting Payment:

Signature:	Date:
Name (please print):	Email:
Title (please print):	Phone:

PCWA APPROVAL FOR PAYMENT: CWMP ELEMENT : 2 - Water Infrastructure Reliability COMPLETION DATE: December 31, 2024

CWMP Finance Signature	Name (please print)	Date:
CWMP Approval Signature	Name (please print)	Date:
Technical Services – CMIS Engineering approval	Name (please print)	Date:
PO Entry Signature	Name (please print)	PO Line: Date:
		R48016

ATTACHMENT 1 PAYMENT REQUEST FORM SUMMARY



Placer County Water Agency

2023 Financial Assistance Program EXHIBIT B

DISTRICT Christian Valley Park Community Service District

FAP # CVPCSD_2023_1

PROJECT TITLE Kenneth Loop Capital Improvement Project

PURCHASE ORDER R48016

REIMBURSEMENT DATE

PAYMENT DATE	VENDOR	VENDOR INVOICE NUMBER	VENDOR INVOICE TOTAL	FAP REIMBURSEMENT AMOUNT	BACK-UP ITEM
					A
					B
					C
					D
					E
					F
					G
					H
					I
					J
					K
					L
					M
					N
FAP REIMBURSEMENT REQUEST TOTAL				0.00	










2023 PCWA FAP Award - CVPCSD Kenneth Loop Design Ph2

Final Audit Report

2023-06-02

Created:	2023-06-02
By:	Financial Services (financialservices@pcwa.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAApInimDttQ_QDY1Y6MkpsqJI2EVutFs7

"2023 PCWA FAP Award - CVPCSD Kenneth Loop Design Ph2" History

-  Document created by Financial Services (financialservices@pcwa.net)
2023-06-02 - 4:30:49 PM GMT- IP address: 216.57.72.86
-  Document emailed to Don Elias (donelias1965@yahoo.com) for signature
2023-06-02 - 4:35:11 PM GMT
-  Email viewed by Don Elias (donelias1965@yahoo.com)
2023-06-02 - 4:36:17 PM GMT- IP address: 69.147.90.11
-  Don Elias (donelias1965@yahoo.com) has explicitly agreed to the terms of use and to do business electronically with PCWA
2023-06-02 - 10:41:22 PM GMT- IP address: 47.208.231.242
-  Document e-signed by Don Elias (donelias1965@yahoo.com)
Signature Date: 2023-06-02 - 10:41:22 PM GMT - Time Source: server- IP address: 47.208.231.242
-  Document emailed to Joseph Parker (jparker@pcwa.net) for signature
2023-06-02 - 10:41:23 PM GMT
-  Email viewed by Joseph Parker (jparker@pcwa.net)
2023-06-02 - 11:09:33 PM GMT- IP address: 104.47.64.254
-  Joseph Parker (jparker@pcwa.net) has explicitly agreed to the terms of use and to do business electronically with PCWA
2023-06-02 - 11:09:45 PM GMT- IP address: 104.220.140.199
-  Document e-signed by Joseph Parker (jparker@pcwa.net)
Signature Date: 2023-06-02 - 11:09:45 PM GMT - Time Source: server- IP address: 104.220.140.199

✔ Agreement completed.

2023-06-02 - 11:09:45 PM GMT