

**GRANT AGREEMENT between  
YUBA COUNTY WATER AGENCY and OLIVEHURST PUBLIC UTILITIES DISTRICT**

This agreement is made this 1<sup>st</sup> day of July, 2022 by and between the Yuba County Water Agency, a public agency (“Agency”), and the Olivehurst Public Utilities District (“Grantee”), who agree as follows:

1. **Grant.** The Agency agrees to provide grant funds to the Grantee in a sum not to exceed \$15,000 subject to the terms of this Agreement. The grant shall be used by the Grantee for the Grantees pool operations. By approving this Agreement, the Agency determines that the grant will directly further and support Agency purposes and objectives consistent with the Yuba County Water Agency Act and that the grant is an authorized and appropriate expenditure of Agency funds.
2. **Work to Be Performed.** Grantee shall fully perform the work described on **Exhibit A**, a grant form submitted by the Grantee on April 8, 2022, hereafter referred to as the “Work”. Grantee acknowledges that the grant proceeds are restricted funds and that the proceeds will be used solely for the purposes described in Exhibit A and for no other purpose.
3. **Method of Payment.** The **Grantee** shall pay all invoices, bills, statements, and other expenses for the Work, and the Agency shall reimburse Grantee upon request. Reimbursement requests shall be submitted to the Agency by the Grantee by way of an email to **accountspayable@yubawater.org** and shall include satisfactory copies of subject invoice(s), bill(s), statement (s), and/or other proof of the cost of the item(s).

Upon verification by the Agency that invoices, bills, statements, and other expenses for the Work are eligible for reimbursement to the Grantee and are otherwise in compliance with this Agreement, the Agency will process reimbursement within 30 days of receipt thereof. The total reimbursement shall not exceed the grant amount.

4. **Term & Termination.**

- 4.1. This Agreement shall take effect at the date entered above. Grantee must complete the Work, and all grant fund reimbursement requests must be submitted to the Agency by September 30, 2022, unless extended by mutual agreement of the parties. Any grant funds not expended by this date shall be forfeited by the Grantee and retained by the Agency.
- 4.2. Agency may terminate this Agreement at any time for cause by giving 14 days prior written notice to Grantee. Cause shall mean (a) Grantee violates this Agreement, and such violation continues for a period of 30 days after notice of violation from Agency which notice shall specify the violation; (b) Grantee files or there is filed against Grantee a bankruptcy petition (unless, in the case of a petition filed against Grantee, the same is dismissed or stayed within 60 days); (c) Grantee makes an assignment for the benefit of creditors; (d) Grantee becomes insolvent or there shall occur a material adverse change in the financial conditions of Grantee; (e) Grantee applies for or

consents to the appointment of a receiver, trustee, or conservator, or such appointment is made without Grantee's consent and is not vacated within 60 days; (f) Grantee files a petition or resolution of application for reorganization; or (g) Agency suffers a significant loss of revenue and/or deposits/reserves, resulting in a loss of sufficient funds for this grant.

5. **Reports.** Grantee shall submit quarterly reports to Agency outlining progress made during the quarter for the tasks shown in Exhibit A. Each quarterly report shall give a summary of expenses during the quarter and the grant in total. Quarterly reports are due within 45 days after the end of each quarter. Grantee shall submit a final report to the Agency within 60 days after completion of a project or program, or at the point in time when Yuba Water grant or loan funds have been exhausted. The final report shall demonstrate the use of agency funds and overall success of the project or program. All reports shall be emailed to: [grants@yubawater.org](mailto:grants@yubawater.org).
6. **Compliance.** Grantee shall perform the Work in compliance with all applicable federal, state and local laws, regulations and codes, including acquisition of and compliance with all required permits, licenses, entitlements and authorizations.
7. **Public Works Requirement.** If the Work consists of public works, as defined in Labor Code sections 1720 to 1720.4, then Grantee and its contractors and subcontractors shall comply with California statutes and regulations applicable to public works projects, including, but not limited to, the following requirements: payment of prevailing wage rates; employment of apprentices; hours of labor limitations and overtime; payroll records; workers' compensation insurance; payment/labor and materials bond (if grant amount exceeds \$25,000); non-discrimination laws; contractors' state license requirements; contractor registration with the State Department of Industrial Relations; and California Environmental Quality Act environmental review.
8. **Inspections.** Agency reserves the right to inspect any Work to determine whether it is being performed in accordance with this Agreement. Agency may withhold grant payments if it finds Work nonconforming, until Grantee remedies the nonconformity.
9. **Record Keeping.**
  - 9.1 Grantee shall keep and maintain accurate bookkeeping records, accounts, and documentation pertaining to the receipt, disbursement, and use of the grant proceeds to pay vendors, contractors, suppliers, and others who perform the Work for Grantee, including all invoices, receipts, canceled checks, contracts, purchase orders, and other source documents.
  - 9.2 These records shall be retained for a period of not less than three years from the final grant payment.

9.3 These records shall be accessible and available for inspection or audit by Agency, or by its employees, accountants, attorneys or agents, at reasonable times and upon reasonable notice.

9.4 If the grant exceeds \$10,000, then (as required by Government Code section 8546.7) this Agreement and performance and payments under it are subject to examination and audit by the State Auditor General for three years following final payment.

10. **Indemnification.** Grantee shall indemnify, defend, protect, and hold harmless Agency, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including but not limited to, attorney, expert witness and consultant fees and litigation costs) of every nature arising out of Grantee's performance of the Work and caused by the negligent or willful act or omission of Grantee and its contractors or subcontractors or their employees, agents, and subcontractors, except where caused by the active negligence, sole negligence or willful misconduct of Agency or as otherwise provided or limited by law. Grantee's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

11. **General Provisions.**

11.1 Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of terms of this contract among the parties concerning the subject matter addressed in this Agreement, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

11.2 Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to and subsequent default or matter.

11.3. Successors and Assignment. This Agreement shall bind and inure to the benefit of the respective successors, assigns, heirs, devisees, and personal representatives of the parties.

11.4 Governing Law and Venue. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

11.5 Attorney's Fees. In the events any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consultant fees, litigation costs, and costs of suit.

11.6 Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and signed by both parties. Amendment by Agency requires the approval of its Board of Directors.

11.7 Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

**Yuba County Water Agency:**

General Manager  
Nicholas Whittlesey Jr.  
1220 F. Street  
Marysville, CA 95901

**Grantee:**

John Tillotson  
Olivehurst Public Utilities District  
P.O. Box 670  
Olivehurst, CA 95961

Any party may change its address by notifying the other party of the change in the manner provided above.

YUBA COUNTY WATER AGENCY

OLIVEHURST PUBLIC UTILITIES DISTRICT

By:

By:

\_\_\_\_\_  
Nicholas Whittlesey Jr., General Manager

\_\_\_\_\_  
John Tillotson, General Manager

*Attachment*  
*Exhibit A – Grant Application*

# EXHIBIT A

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Jim Mitrising](#); [Grants@YubaWater.org](mailto:Grants@YubaWater.org); [Terri Daly](#); [DeDe Cordell](#)  
**Subject:** Online Form Submittal: General Grants  
**Date:** Friday, April 8, 2022 3:22:59 PM

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**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

## General Grants

### Important Information About General Grants and Loans

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#### Board of Director's Community Impact Grant and Loan Program Policy

On October 6, 2020, the Yuba Water Agency Board of Directors adopted a Community Impact Grant and Loan Program Policy to establish the principal policies and procedures to govern the application, review, and approval of grants and/or low-interest loans by Yuba Water Agency. Use the link below to learn more about the policy.

Link to Community  
Impact Grant and Loan  
Program Policy

[Click here to read the Community Impact Grant and Loan Program Policy](#)

#### Guidelines-Step by Step Process for Grants and Loans

**All applicants are encouraged to familiarize themselves with the process for Yuba Water's grant and loan program.**

[Click here to view the Guidelines and step by step process of the grant and loan program.](#)

#### General Grant Application Acceptance Windows and Integrated Regional Water Management Plan

The Agency supports coordinated development and use of the Integrated Regional Water Management Plan (IRWMP). Pursuant to policy section 9.0(A), external grant funding shall be leveraged for eligible projects or programs to the extent possible by way of the IRWMP process. To that end, an IRWMP Project Short Form may be required to qualify for a General Grant. IRWMP related grants associated with external grant applications may be submitted at any time. Grant requests outside the IRWM process are accepted only during application acceptance windows of March 1 to April 1 and September 1 and October 1 pursuant to policy section 9.0(B). Use the link below to learn more about the Yuba IRWMP.

Link to the Yuba  
IRWMP

[Click here for more information about the Yuba IRWMP](#)

#### Grant Reference Table

Prior to submitting your grant request, please use the table below to determine the type of grant that corresponds to your request. Note the application acceptance windows and maximum funding levels.

#### General Grant Application

\*Indicates a required field.

Organization Name	Olivehurst Public Utility District
Organization Type	A local government agency within Yuba County.
First and Last Name of Contact Person	John C Tillotson
Email Address	jtillotson@opud.org
Mailing Address	1970 9th Ave, PO Box 670
City or Community Name	Olivehurst
State	CA
Zip Code	95961
Phone Number	530 682-1114
Funding Areas	Water Education
Grant Type	Implementation grant
Integrated Regional Water Management Plan	The project is not applicable to the IRWMP.
Confirmation of External Grant Funding	This application leverages external funding. (Application may be submitted for review anytime).
Project Title	OPUD Pool Operations
Total amount of grant or loan funds requested	\$15,000
Summarize your grant request	<p>The Olivehurst Public Utility District (OPUD) mission is to provide high quality services to enhance our community's quality of life. One particular service that OPUD offers to the surrounding communities within Yuba County is a public pool that is monitored by certified lifeguards. Children, teens, and adults of all ages are welcome to swim during the hot summer months of June, July, and August in an environment that is safe for all. The OPUD pool is offered as a safe alternative to swimming and playing in the local surrounding rivers and open water sources where swift moving water, undercurrents, and hidden dangers can have life altering consequences. The strong tides can be a major issue in the local riverways which can lead to drowning,</p>

especially with no supervision of lifeguards or the use of required life vests.

OPUD's lifeguards are trained in skills from injury and drowning prevention to water safety and what to do in the event of an emergency. According to the CDC, "evidence suggest that lifeguard services benefit public safety by saving lives, lowering drowning rates, and preventing injuries in aquatic recreation environments." Swimming at OPUD's community pool is the safest alternative to playing in the local river water or any open water source where there is no certified lifeguard on duty and where the risk of injury and/or drowning is at its highest. According to Safe Kids Worldwide, as children get older, they are more at risk of fatally drowning in open water. In children between the ages 1 and 4, roughly 22% of drownings occur in open water and more than half of open water drownings occur in children under the age of 15. Children older than 15 are at greater risk of drowning in open, unsupervised water, at 73%. Approximately 50-75% of all drownings for children, teen, and adults of all ages occur in open water sources like that of rivers and lakes.

In order for OPUD to offer a safe swimming environment for all, funds are needed to operate its public pool. OPUD is requesting a pool grant in the amount of \$15,000.00 to aid in covering some of the operational expenses it will incur along with the required training of personnel and staff. Without these funds, it will be difficult for OPUD to open its pool for the summer season which could have drastic and possibly fatal consequences for children, teens, and adults of all ages seeking open water sources to play and swim in.

This partnership and pool grant is vital to keeping the community safe as they cool off during the summer months. We appreciate your generosity and truly hope you consider aiding OPUD in its mission to provide high quality services to enhance our community's quality of life.

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Scope of Work  
(Required): To be considered for a Yuba Water grant, a detailed scope of work is required. Please complete the template provided below and upload to the application using the "browse" button.

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YWA Grant.docx

Scoring Criteria: The Yuba Water Board of Directors establishes grant funding limits on an annual basis. To fairly evaluate and score each grant application, agency staff use the nine (9) criteria listed below. Prior to completing each of the nine criteria questions, we encourage applicants to review the scoring criteria outline.

**[Link to detailed scoring criteria.](#)**

\*Indicates a required field.

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Criteria 1: Yuba Water Strategic Plan (Measurable Progress toward Agency Strategic Priorities and Objectives)

**[Link to the Yuba Water Strategic Plan](#)**

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How likely will this project result in progress toward the Agency's strategic plan priorities, as measured through the strategic plan objectives?	Very Likely
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Criteria 2: Consistency with Agency Grant Program Policy and Subject Area Goals

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Is this project consistent with goals, objectives and strategies stated in an Agency's Community Impact Grant and Loan program policy and at least one Program Subject Area (i.e., Flood Risk Reduction, Watershed Resilience, Water Supply and Management, Water Conservation or Water Education)?	Yes
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Criteria 3: Project is Feasible and Budget is Justified

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Yes



Project scope, schedule and budget are justified in the application and reasonable to meet the goals of the project. Feasibility can be based on experience, best professional judgement, project planning or actual quotes/bids. Budget should be task based and supported with labor detail and expense estimates as relevant.

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Criteria 4: Project need and community benefits are well established.

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Will this project benefit the citizens and communities within Yuba County? Community benefits should be described (i.e., safety, protection, economic development, quality of life etc.).

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Criteria 5: Promotes and develops long-term, collaborative relationships.

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Is there strong support from the community for this specific project due to collaboration on the project? Please make sure to define collaboration in the proposal or the plan to engage in collaboration and long-term relationship building via the project.

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Criteria 6: Project has co-benefits.

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Co-benefits are benefits to other

resources such as water quality, water quantity, habitat improvements or any other community benefits; Scientifically sound should be justified in the scope and proposed methods and demonstrating good stewardship of natural resources.

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Criteria 7: Describe how your project is innovative.

Only one like it in Yuba County

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Criteria 8: Project leverages external grant funding.

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Will funding this project from Yuba Water help to leverage additional funding from an outside funding source?  
Identified external funding can be secured (already awarded from another grant) or unsecured, meaning these funds will be used to support the project getting external funding.

Yes

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Criteria 9: Describe any funding provided by the project sponsor/applicant for this project.

District funding

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Upload Supplemental Information (Optional)

*Field not completed.*

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Upload Supplemental Information (Optional)

*Field not completed.*

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Upload Supplemental Information (Optional)

*Field not completed.*

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## Upload Supplemental Information (Optional)

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### Next Steps

Agency staff will review all grant requests for compliance with our mission areas and in accordance with the Yuba Water Agency Act and the Community Impact Grant and Loan Program Policy. Agency staff will contact the requesting party via email regarding next steps in the process. Questions? Email [grants@yubawater.org](mailto:grants@yubawater.org) or call our main office at 530-741-5000 for assistance.

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Email not displaying correctly? [View it in your browser.](#)



## Community Impact Grant and Loan Program

### PROJECT SCOPE OF WORK TEMPLATE

Instructions: Complete all fields below and upload as a supplemental document to the online application for a Yuba Water Agency grant and/or loan. [Click here to access the online application.](#)

**Project Title:**

**OPUD Pool Operations**

**Applicant/Organization:**

**Olivehurst Public Utility District**

**Project Schedule:**

<b>Project Start Date*:</b>	<b>June 2022</b>
<b>Project End Date**:</b>	<b>August 2022</b>

*\*if the project has started please enter a date when Yuba Water funding would be required*

*\*\*please enter the planned close out date for Yuba Water funding*

**Scope of Work:** (please include in the space below a work plan and scope for your project, including task detail as relevant. Please be concise, 2 page maximum)

**This grant would help to fund operation of the OPUD Pool for the 2022 season. The grant would be tied to water safety and teach children and adults about the dangers of swimming in the local rivers. The grant, along with District funding, First 5 Funding and Yuba County HHS funding would allow operation of the pool. We intend to handout short pamphlets describing water safety at admission to the OPUD pool.**



## Community Impact Grant and Loan Program

Project Budget:

Fiscal Year (July 1-June 30)	Task	Short Description	Budget
2021/2022	1 Water Safety Education	Pamphlets on admission to pool and ongoing water safety via lifeguards	\$15,000
	2		
	3		
	4		
	<i>Add rows as needed</i>		
		<b>Total</b>	<i>\$15,000</i>