



CONTRACT FOR WATER SERVICES

(Note: Please print when filling in blank lines)

This Contract for Water Services (Contract) is made and entered into this ____ day of _____, 202_ by and between _____ (Owner) and North Valley Community Foundation (NVCF), a California nonprofit public benefit corporation dedicated to promoting and facilitating philanthropy, social action, and community engagement in Northern California.

RECITALS:

A. NVCF has applied for a grant from the California Department of Water Resources (DWR) under its Small Community Drought Relief Program (Program) on behalf of Glenn County (County) for the benefit of County residents whose domestic well has run dry due to drought conditions. A letter has been received by NVCF from the Program indicating award of the grant but no agreement has been entered into between NVCF and DWR. Provision of services under this Contract is subject to a signed agreement between NVCF and DWR.

B. The Program provides for (1) potable bottled water delivery to residences and/or (2) a lease of a 1,550 gallon water tank, a ¾ or 1 hp booster pump, and connection to the residential water system, including delivery of NON-POTABLE water for the tank.

C. NVCF and the County have established criteria for qualification of water services and NVCF has entered or will enter into agreements with vendors to provide the services. If NVCF is unable to reach agreements with vendors that fit within the limitations of the Program and grant agreement with DWR, this Contract shall become immediately null and void without further effect.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Recitals. The above recitals are true and correct and are hereby incorporated into this Contract.
- 2. Services. Owner has applied for water services to Owner’s residence (Property) under the Program and has been accepted for (Owner initials):

_____ potable bottled water delivery and/or
_____ lease of water tank and pump, including non-potable water delivery or
_____ non-potable water delivery (tank and pump currently installed and operational)

3. Owner and Property Information.

Owner full name _____
Property address _____
Owner address ____ same as above or _____

Owner phone _____

Owner email _____

Number of individuals living at the property address _____

Is the property rented to others? ____ No ____ Yes – complete the following:

Tenant name _____

Tenant phone and email _____

4. Conditions for Potable Bottled Water Delivery.

a. Owner understands that the vendor will deliver up to 3 5-gallon bottles each week with a maximum of 12 bottles per month (60 gallons total) for a period of not more than 12 months. The delivery and pickup schedule is subject to change. Water usage beyond the maximum will be charged to the Owner.

b. Upon termination of delivery services, Owner shall promptly make available all water bottles available for pickup at the Property. Owner is liable for the cost to replace any bottles that are not returned to the supplier of the service.

c. Owner is responsible for communicating and working with tenants (if applicable) on the Property regarding the Program and the terms of this Contract.

5. Conditions for Lease of Water Tank, Pump, Accessory Items and Water Delivery.

a. The water tank, pump and accessory items (Equipment) are owned by NVCF and are leased to Owner without cost. Owner is responsible for maintenance and upkeep of the Equipment and shall be liable for any damage to or loss of the Equipment, ordinary wear and tear excepted. Upon termination of service, NVCF shall have a reasonable period of time to remove the Equipment.

b. Owner grants a right of entry permit (Permit) to the Property to NVCF and vendors chosen by NVCF to provide services requested by Owner, including the right to inspect and prepare the Property for placement of a tank and pump, install Equipment and remove Equipment upon termination of service. The Permit shall include a right of County employees to inspect the installation if required.

c. Owner shall make Owner's best efforts to mark any sewer lines, utilities, septic tanks, underground storage tanks, and water lines located on the Property that may interfere with or be damaged by installation of the Equipment. In consideration of the assistance provided to Owner under this Contract at no cost to Owner, NVCF assumes no liability or responsibility pertaining to inspecting the Property, preparing the Property, and placing the Equipment on the Property. Therefore, Owner shall not seek to recover from NVCF or any of its officers, agents, employees, and volunteers, and hereby indemnifies and holds NVCF harmless for the costs of remediating any damages to the Property incurred as a result of acts or omissions taken pursuant to the Permit.

d. Once the tank and pump are operational, or the residence has an existing operational tank and pump system currently on the Property, a non-potable water hauler will deliver up to 2,500 gallons of non-potable water per month (deliveries to be made twice each month) for a maximum period of 12 months. The delivery schedule is subject to change. Water usage beyond the maximum will be charged to the Owner.

NOTICE: WATER USED FROM THE WATER TANK IS NON-POTABLE, MEANING IT IS NOT SAFE TO CONSUME WITHOUT BOILING FIRST. THE TRUCK AND COMPANY DELIVERING WATER TO THE TANKS WILL NOT BE CERTIFIED BY THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH (CDPH). THEREFORE, THE WATER IS NOT CONSIDERED POTABLE BY THE CDPH AND WATER SHOULD BE BOILED BEFORE CONSUMING. THE WATER IS OK FOR TOILETS AND WASHING. IF YOU SELL THE HOME IN THE FUTURE, YOU MAY NEED TO DISCLOSE THAT FACT TO BUYERS. PLUMBING SYSTEMS CAN BE STERILIZED WHEN THE PLUMBING IS RECONNECT TO THE WELL, IF DESIRED.

_____ OWNER ACKNOWLEDGES THE FOREGOING AND AGREES TO COMPLY WITH THE CONTENT OF THE NOTICE AS WELL AS NOTIFY TENANTS OF THE RESIDENCE IF APPLICABLE.
(Owner initials)

e. Owner is responsible for communicating and working with tenants (if applicable) on the Property regarding the Program and the terms of this Contract.

6. Term of Service. Owner understands and accepts the fact that the Program to start providing the services herein is dependent upon a number of issues, including execution of contracts with vendors to provide the services as well as potential delays in execution of a grant agreement between NVCF and DWR. There is no specific start date for services to begin. Should NVCF in its sole discretion determine that it cannot accept or meet terms of the grant agreement with DWR, NVCF shall have the right without any further liability to cancel this Contract. If no cancellation has occurred and services have begun, the ending date of services provided is twelve months from the start of services (first delivery of potable bottled water or first delivery of non-potable water for water tanks) or December 31, 2022, whichever occurs first.

7. Termination. Owner may terminate services at any time by notifying NVCF in writing (including email) of date of termination. Notice may be given to the address provided in paragraph 14. If services have started, NVCF may terminate services upon 30 days notice to Owner that the Program has been suspended or terminated by DWR, or that non-potable water is no longer available from the City of Orland or another source, or the cost of non-potable water and/or hauling cost exceeds the reimbursement amount available under the contract with DWR, all without any further liability of NVCF. NVCF may also immediately terminate services if Owner breaches any of the provisions of this Contract.

8. Hold Harmless. As to any activity conducted by NVCF pursuant to this Contract, Owner shall indemnify and hold harmless NVCF, including any of its officers, agents, employees, and volunteers against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorneys' fees and court costs, in law or in equity which arise out of or are in any way connected to actions arising out of this Contract, regardless of fault.

9. Authority to Sign. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this Contract. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of Owner are the duly designated agents of Owner and are authorized to do so. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner, except to the extent common ownership is disclosed here:

Common ownership if any (if none, write "none"): _____

10. Entire Agreement. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

11. Modification. The provisions of this Contract may not be modified, except by a written instrument signed by all parties to this Contract.

12. Partial Invalidity. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

13. Successors & Assigns. This Contract shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

14. Notices. Any notice required hereunder shall be provided as follows:

Owner – see paragraph 3 above

NVCF – Chris Copeland

ccopeland@nvcf.org

891-1150 ext. 370

1811 Concord Ave., Suite 220

Chico, CA 95928

Jody Samons – drought@nvcf.org - 530-230-4153

15. Governing Law. This Contract shall be governed by California law.

16. Counterparts. This Contract may be executed in counterparts. Electronic signatures are acceptable.

Owner:

Date _____

Note: Additional funding may be available to assist in providing services if a recipient of water deliveries under this contract is 60 years old or older. Please indicate age 60 and over by initialing here:

North Valley Community Foundation by:

_____ Date _____

David Little, Executive Vice President

Please returned complete contracts in one of the following ways:

(1) By mail to:

North Valley Community Foundation

Glenn County Drought Program

1811 Concord Ave., Suite 220

Chico, CA 95928

(2) By mail or in person at:

Orland City Hall Building

815 Fourth St.

Orland, CA 95963

Attn: NVCF Drought Program

(3) As a scanned pdf emailed to: drought@nvcf.org