

## SECTION 1511 CERTIFICATION

The authorized representative of the California Department of Public Health hereby certifies, and/or affirms previous certification(s), that this Project has received the full review and vetting required by law and that such representative accepts responsibility that the Project is an appropriate use of taxpayer dollars. Subject to the provisions of this Agreement, the following general description is provided in order to comply with Section 1511 of the American Recovery and Reinvestment Act of 2009 (ARRA).

Applicant Name: Davenport County Sanitation District

Project Number: 4400571-014

DUNS Number: 614865751

Project description: Install surface water treatment facility consisting of pretreatment using two-stage screen filter system and membrane filtration system for final filtration and needed site improvements. In addition, construct a new water storage tank that meets the fire flow requirements.

Estimated total cost of the Project: \$1,620,000


Type of assistance: 100% (One Hundred Percent) Forgiveness of Principal

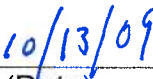
Interest Rate: N/A

Estimated amount of ARRA funds to be used: \$1,620,000

Forgiveness of Principal: \$1,620,000

Loan Amount: \$0

  
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Rufus B. Howell, Deputy Director  
Center for Environmental Health

  
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(Date)




California Department of Public Health  
**MEMORANDUM**

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**DATE:** June 30, 2009

**TO:** Leah Godsey Walker, Chief  
Drinking Water Technical Programs Branch

**FROM:**  Addie Aguirre, Chief  
Safe Drinking Water State Revolving Fund Administration Section

**SUBJECT:** Recommendation to Authorize Funding Agreement to **Davenport County Sanitation District**, Project No. **4400571-014** for Funding under Safe Drinking Water State Revolving Fund, American Recovery and Reinvestment Act (ARRA)

The California Department of Public Health (CDPH) has completed its evaluation of the above referenced project for funding under Safe Drinking Water State Revolving Fund, American Recovery and Reinvestment Act (ARRA). It is recommended to authorize a funding agreement for this project.

**The following information should be included in the Funding Agreement:**

1. Supplier Legal Name: **Davenport County Sanitation District**
2. Project Number: **4400571-014**
3. Supplier is a Public/County Agency in the County of **Santa Cruz**, State of California.
4. The purpose of the funding is to assist in financing a project which will enable Supplier to meet safe drinking water standards.
5. The total ARRA project cost is estimated to be **\$1,620,000** of which **\$1,620,000** is considered ARRA total eligible project costs.  
Type of assistance: **100%** (One Hundred Percent) Forgiveness of Principal
6. Total ARRA fundable cost: **\$1,620,000**  
Forgiveness of Principal: **\$1,620,000**  
Loan Amount: **\$0**
7. The Supplier's cost for this project is estimated to be \$0.
8. The reasonably expected useful life of the project facilities is **20** years.
9. Supplier's Grant Administrator shall be its' **District Engineer**.

10. Supplier's Official Notices shall be sent to:

**Davenport County Sanitation District  
District Engineer  
701 Ocean Street, Room 410  
Santa Cruz, California 95060**

11. The Project shall be constructed in accordance with the plans and specifications approved by State on **June 26, 2009**.

12. Supplier shall complete the project no later than **June 30, 2012**.

13. Rate of Interest: **N/A**

14. Term of Loan: **N/A**

**The Funding Agreement should contain the following Special Conditions**

1. The Supplier shall notify CDPH's **Monterey** District Office when the project construction is 50% complete.
2. The Supplier shall notify CDPH's **Monterey** District Office when construction is completed and prior to any start-up testing of the treatment facilities.
3. The Supplier shall submit a permit amendment application to CDPH's **Monterey** District Office no later than six months after the certification of project completion.
4. Notwithstanding any term or condition to the contrary in the agreement, including but not limited to Article A-8, the Supplier may place a project facility into operation prior to completion of the Project if prior written approval is obtained from the CDPH **Monterey** District Office.
5. Notwithstanding any other term or condition of this Agreement, State shall have no duty to disperse funds under the terms of this Agreement, until Supplier has provided State with a copy of a fully executed agreement between Supplier and Sun Island Resort for consolidation of the latter's public water system with Supplier's public water system and Supplier's provision of domestic water supply to the customers of the Sun Island Resort's public water system, and until State has provided Supplier written notice of its approval of the terms of such agreement.

6. Notwithstanding any other term, condition, or provision of this Agreement, Project costs incurred prior to October 1, 2008 are not Eligible Project Costs and will not be funded under the terms of this Agreement.
7. Notwithstanding any other term, condition or provision of this Agreement, including but not limited to Section 9, Section 11, Section 13, Article A-3, Article A-11 and Article A-13, if the Forgiveness of Principal set forth under Section 5 of this Agreement is 100%, the provisions of Section 13 regarding Fiscal Agent, Articles A-11 and A-13 regarding repayment of principal and/or interest, and the requirements of subsections (b), (c), (e) and (f) or Article A-3, do not apply.
8. Supplier shall certify not later than **60** days from the execution of this Agreement that any revenue derived from property related fees and charges needed for the project or the debt associated with the project has been approved in accordance with Article XIII(c) and XIII(d) of the California Constitution (Proposition 218) or provide a legal opinion explaining why those procedures are not applicable. Such certification shall be substantially in the form of **Attachment 10** to this Agreement.
9. By entering into this Agreement, Supplier waives any and all rights it may have to receive any alternative source(s) of State funding for construction of the Project, including but not limited to Proposition 50 or Proposition 84 funding; and Supplier agrees to execute any and all documents State may require to effectuate the withdrawal or cancellation of any offer(s) or contingent offer(s) for such alternative funding.
10. Notwithstanding any other term, condition or provisions of this Agreement, including but not limited to Article A-3, State waives the requirement under subsection (a) of said Article A-3 for Suppliers governing body to have taken action authorizing it to borrow funds.
11. Should buried cultural materials be unearthed during construction, work must be halted in the vicinity of the find until a qualified archaeologist representing the Supplier can consult with interested parties and assess the significance of the find under applicable regulations. Should human remains be exposed by project-related activity, the Supplier will comply with State Health and Safety Code, Section 7050.5, which states that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code, Section 5097.98. Supplier shall provide the opportunity for (a) Native American monitor(s) to participate in the identification, evaluation, and mitigation of effects upon, any Native American human remains or cultural resources inadvertently exposed during the proposed undertaking.

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June 30, 2009  
Davenport County Sanitation District

cc: Sean Sterchi, District Engineer  
Kurt Souza, Regional Engineer  
Addie Aguirre  
Anne Novak  
Karen Hilliard  
Veronica Malloy  
Dat Tran  
Noel Gordon