

FIRST AMENDMENT TO TULARE COUNTY AGREEMENT NO. 28199,
MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF TULARE AND
SELF HELP ENTERPRISES, INC. REGARDING TRANSITION OF EMERGENCY
DROUGHT RELIEF EFFORTS

THIS FIRST AMENDMENT (“Amendment”) to Tulare County Agreement No. 28199 (the “Agreement”), is entered into by and between the County of Tulare (referred to as COUNTY), and Self Help Enterprises, a California non-profit corporation (referred to as SHE), with regards to the following:

WHEREAS, COUNTY and SHE entered into Agreement No. 28199 on June 27, 2017 to facilitate the transition of the COUNTY Household Tank Program to SHE’s successor program; and

WHEREAS, as of May 2018, several areas of the County still do not have reliable access to potable drinking water because of the ongoing drought emergency and continued lack of groundwater recharge; and

WHEREAS, in May 2018, CalOES indicated that it will allow a twelve (12) month extension to the CalOES Emergency Water Tank Continuation grant program that funded SHE’s successor program activities, and may provide additional funding to the program; and

WHEREAS, COUNTY desires and SHE is willing to continue SHE’s successor program in light of the aforementioned extension and/or additional State funding, in order to allow water deliveries to continue for those households within Tulare County which are awaiting connection to a new or expanded water system, or which are actively engaged in pursuit of another permanent solution; and

WHEREAS, amending the Agreement to extend the term for an additional year would be in the public interest and would serve several public purposes, including (1) protecting the health, safety, and welfare of the public by reducing the possibility of public nuisances or homelessness caused by a lack of domestic water supplies; and (2) allowing additional time for communities to organize and implement potential permanent solutions to the lack of potable water.

NOW, THEREFORE, the COUNTY and SHE agree as follows:

1. **The Introductory Paragraph to Agreement** is hereby revised to read as follows:

“This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by the County of Tulare (hereinafter referred to as “COUNTY”) and Self Help Enterprises, a California non-profit corporation (hereinafter referred to as “SHE”), effective upon signature of all parties or July 1, 2017 (whichever is earlier), through June 30, 2019.”

2. **Paragraph 10 of the Agreement, “BUILDING PERMITS”** is hereby revised to read as follows:

“With respect to the temporary building permits issued in relation to the installation and inspection of household tanks for the current HHTP, and which remain open on June 30, 2017, COUNTY will allow such temporary building permits to remain open for any participants who reenroll in SHE’s successor program by July 31, 2017. Furthermore, during the term of SHE’s successor program, COUNTY will perpetually renew such temporary permits for households that continue to participate in SHE’s successor program, provided that such permits will not be allowed to remain open past June 30, 2019. Furthermore, SHE will be responsible for ensuring that COUNTY is promptly notified of all tank system removals occurring between July 1, 2017 and June 30, 2019, so that COUNTY may conduct inspections and close the building permits. Prior to the expiration of this agreement, or within a period after such expiration as mutually agreed upon by SHE and COUNTY’s Building Official (in writing and in advance of this MOU’s expiration), all tank systems must be removed from service and/or brought into conformance with all relevant requirements and regulations, including but not limited to plumbing and electrical codes and standards, set-back requirements, and encroachments. As noted in Paragraphs 4, 5, and 6 above, COUNTY shall be held harmless from, and SHE assumes all responsibility and liability for, the cost of tank removal; and, if SHE determines to allow homeowners to keep the tanks once the successor program ends, SHE will ensure that the homeowner completes all subsequent modifications required to conform such tanks and installations to the relevant land use requirements prior to June 30, 2019.”

3. This First Amendment becomes effective upon signature of all parties or on June 30, 2018, whichever is earlier.
4. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Self Help Enterprises, Inc.

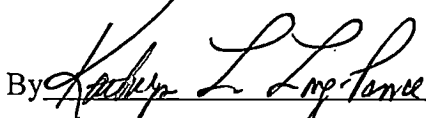
Date 5-23-18

By 

Print Name Thomas Collishaw

Title President/CEO

Date 5-24-18

By 

Print Name Kathy Long-Pence

Title Secretary

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____

Chairman, Board of Supervisors

ATTEST: MICHAEL C SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form:
County Counsel

By  5/29/18
Deputy
Matter # 2018845