

**COUNTY OF TULARE**  
**REIMBURSEMENT AGREEMENT**

**THIS AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **SELF-HELP ENTERPRISES**, a California nonprofit public benefit corporation ("SHE"). COUNTY and SHE are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

WHEREAS, COUNTY has in place a Grant Agreement with the State of California Department of Water Resources ("DWR"), number 4600012219, attached as **Exhibit A**;

WHEREAS, Grant Agreement 4600012219 was amended on or about April 14, 2020 to include additional funding for specified projects in Tulare County;

WHEREAS, as part of Grant Agreement 4600012219, as amended, COUNTY has received a commitment for funding from the DWR for purchase land for the East Orosi Community Services District ("EOCSD") for placement of a well ("the Well Site Land");

WHEREAS, SHE will provide financing for EOCSD's purchase of the Well Site Land under a Promissory Note and Loan Agreement dated November 21, 2019, attached as **Exhibit B**, with payments deferred for two (2) years ("the Well Loan");

WHEREAS, EOCSD has purchased, or is in the process of purchasing, the Well Site Land;

WHEREAS, under the terms of COUNTY'S funding, COUNTY must first pay out the money for the Well Site Land, then seek reimbursement from the DWR;

IT IS HEREBY AGREED;

1. Upon delivery to the County of proof that EOCSD has purchased the Well Site Land, more completely described in **Exhibit C**, County shall pay to SHE the amount of the Well Loan, ELEVEN THOUSAND SEVEN HUNDRED TWENTY-EIGHT DOLLARS AND FORTY CENTS (\$11,728.40), on behalf of EOCSD and in satisfaction of the terms of the Well Loan, excluding any interest or other finance charges.
2. Upon clearance of this payment, and once COUNTY has received full reimbursement from DWR for the amount of the Well Loan, SHE will furnish to EOCSD documentation reconveying the Deed of Trust that secures the Well Loan, with a copy to COUNTY. Once the terms of Sections one and two are satisfied, neither COUNTY nor SHE will hold interest in the Well Site Land.
3. **LOSS OF FUNDING:** If DWR cannot or will not reimburse the County for the reimbursement to SHE for the Well Site Land purchase, SHE will return to the County the sum of the Well Loan payment, and the COUNTY will have no further obligation under this agreement.
4. **TERM/TERMINATION:** This Agreement shall be effective upon execution by both Parties, and shall continue until Sections 1 and 2, or Section 3 have been satisfied.
5. **LIABILITY OF COUNTY:** COUNTY'S payment obligations under this Agreement shall be limited to the payment of the compensation provided for in section 1 of this Agreement. Notwithstanding

any other provision of this Agreement, in no event shall COUNTY be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

6. **GOVERNING LAW:** The laws of the State of California, without reference to California conflict of laws principles, govern this Agreement and its interpretation. The Parties agree that this Agreement is made in and will be performed in Tulare County, California.
7. **CONFLICT OF INTEREST:**
  - (a) At all times during the performance of this Agreement, SHE must comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including SHE for this purpose, from making any decision on behalf of COUNTY in which the officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision that has the potential to confer any pecuniary benefit on SHE or any business firm in which SHE has an interest, with certain narrow exceptions.
  - (b) SHE agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interests laws, then it will immediately inform COUNTY and provide all information needed for resolution of this question.
8. **RECORDS AND AUDIT:** SHE must maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, SHE must maintain complete and accurate records with respect to any payments to employees or subcontractors. All of the records must be prepared in accordance with generally accepted accounting procedures, must be clearly identified, and must be kept readily accessible. Upon request, SHE must make the records available within Tulare County to the Auditor of Tulare County and to his or her agents and representatives, for the purpose of auditing and/or copying the records for a period of five (5) years from the date of final payment under this Agreement.
9. **DISPUTES AND DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to settle the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator; otherwise each Party will bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then either Party may pursue litigation to resolve the dispute.
10. **FURTHER ASSURANCES:** Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

11. **CONSTRUCTION:** This Agreement reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.
12. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.
13. **NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
14. **WAIVERS:** The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any later breach. The acceptance by either Party of either performance or payment will not be considered a waiver of any preceding breach of the Agreement by the other Party.
15. **CONFLICT WITH LAWS OR REGULATIONS/ SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement will continue in full force and effect.
16. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement between SHE and COUNTY as to its subject matter and no prior oral or written understanding will be of any force or effect. No part of this Agreement may be modified without the written consent of both Parties.
17. **NOTICES:**
  - (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**

Denise England  
County Administrative Office  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: 5559-636-5005  
Fax No.: 559-733-6318

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: 559-636-5005  
Fax No.: 559- 733-6318

**SELF-HELP ENTERPRISES:**

Thomas Collishaw  
Self-Help Enterprises  
8445  
W Elowin Ct  
Visalia CA 93290  
Phone No.: 559-651-1000  
Fax No.: 559-651-3634

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

18. **AUTHORITY:** SHE represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind SHE to its terms. SHE acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.
  
19. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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

**SELF-HELP ENTERPRISES**

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

[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.]

**COUNTY OF TULARE**

Date: \_\_\_\_\_

By \_\_\_\_\_

Chair, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_

Deputy Clerk

Approved as to Form  
County Counsel

By \_\_\_\_\_ Matter # \_\_\_\_\_

Deputy

**Grant Agreement 4600012219  
Amendment 1  
Under the 2016 Proposition 1 Integrated Regional Water Management (IRWM)  
Disadvantaged Community Involvement Grant Program**

**State of California  
Natural Resources Agency  
Department of Water Resources**

**Agreement Between the State of California  
Department of Water Resources  
and Tulare County**

**This amendment to Agreement 4600012219 is made on 4/16/2020. The agreement is amended as follows:**

**Project Representative**

The DWR Project Representative is updated in Paragraph 21 of the Agreement.

**Exhibit A Work Plan**

The work plan is revised per the attached for Activity 4.

**Exhibit B Budget**

The budget is revised per the attached for Activity 4.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date first written above.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

Carmel Brown

Carmel K. Brown, P.E., Chief  
Financial Assistance Branch  
Division of Regional Assistance

Date 4/16/2020

TULARE COUNTY



Pete VanderPoel  
Chairman of the Board  
County of Tulare Board of Supervisors

Date 4-14-2020

Approved as to Legal Form and Sufficiency

James Herink for  
Robin Brewer, Assistant Chief Counsel  
Office of Chief Counsel

Date 4/16/2020

**TULARE COUNTY AGREEMENT NO. 28454-A**

19. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

- a) By delivery in person.
- b) By certified U.S. mail, return receipt requested, postage prepaid.
- c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- d) By electronic means.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 21. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources  
 Arthur Hinojosa  
 Chief, Division of Regional Assistance  
 P.O. Box 942836  
 Sacramento CA 94236-0001  
 Phone: (916) 653-4736  
 e-mail: arthur.hinojosa@water.ca.gov

Tulare County  
 Denise England  
 Water Resources Program Director  
 2800 W. Burrel Avenue  
 Visalia, CA 93291  
 Phone: (559) 636-5027  
 e-mail: DEngland@co.tulare.ca.us

Direct all inquiries to the Project Manager:

Department of Water Resources  
 Craig Cross  
 Division of Regional Assistance  
 901 P Street, Room 213A  
 Sacramento, CA 94236-0001  
 Phone: (916) 651-9204  
 e-mail: Craig.Cross@water.ca.gov

Tulare County  
 Denise England  
 Water Resources Program Director  
 2800 W. Burrel Avenue  
 Visalia, CA 93291  
 Phone: (559) 636-5027  
 e-mail: DEngland@co.tulare.ca.us

**EXHIBIT A  
WORK PLAN**

Projects listed below are the result of work performed in Activity 4 and have been approved by the Policy Advisory Committee.

**4.A Extended Pump Test for the Community of Lemon Cove**

This project will perform 15-day pump test to enable Lemon Cove Sanitary District to verify the water quality and quantity from its two new wells, and support finalizing design. The wells are both located north of the community of Lemon Cove, near Road 248 and north of Hwy198.

**Task 4.A.1 Implementation Activities**

Conduct a 15-day pump test to determine the Lemon Cove Sanitary District well water quality and quantity available. Conduct a Hydrogeological Analysis of the pump test results for water quality and quantity. Maintain a log plot of the pumping rates. Collect water samples at the end of the pumping period. Make recovery measurements for the first day of recovery period, receive updates for the rest of the two-week recovery period, and plot the water level recovery. Determine the long-term yield of each well and prepare a letter report on the pump test results.

**Task 4.A.2 Design**

Incorporate the results and analysis of the pump test into the production well design plans. Prepare updated Design Criteria.

**Deliverables:**

- Pump Test Results Letter QA/QC Protocols
- Updated Design Criteria document
- Photographic documentation

**4.B Water Treatment Plant Improvements for Pond Union School**

This project will replace existing equipment that has failed over the years since the arsenic treatment plant went online in 2011. In addition to replacing equipment, additional consumables such as field test kits will be purchased to allow for troubleshooting. Upgrading the arsenic treatment plant to replace failing equipment will provide smoother operation of the plant and to consistently meet drinking water standards. Pond Union School is located off Pond Road in the town of Wasco.

**Task 4.B.1 Implementation Administration**

Activities include completing the purchase and installation of the items identified by Pond School water system's certified contract water system operator, McMor Water Services Company, in their proposal. GEI will conduct periodic check-ins with McMor to confirm the replacement of parts will be completed on schedule.



#### **Task 4.B.2 Implementation**

The certified contract water system operator, McMor Water Services Company, for Pond School has recommended the following items, which are necessary for the reliable performance of the arsenic treatment plant in meeting drinking water standards for arsenic.

- **Stenner Chemical Metering Pumps:** The installation of three additional chemical metering pumps allows for redundancy. There is currently no backup system in place. If one needs repairs or fails, the treatment plant may continue operation.
- **Field Arsenic Test Kit:** This is a recurring consumable expense item. Each test kit contains about 100 tests. Having a field test kit available allows for quick troubleshooting instead of waiting for lab results.
- **HACH Chlorine and Iron Field Test Kit:** Current HACH Pocket Colorimeter unit is old and produces unreliable results. Having a more current unit allows for more accurate readings. This line item also includes the consumable test kits and is used for the same reasons as the field arsenic test kit mentioned above.
- **Grundfos Booster Pumps:** This additional booster pump provides reliability for the water system. As mentioned earlier, there is no backup system in place and the treatment plant treats the only well that's the source of supply.
- **Backwash Tank – Hazardous Contents Disposal:** Sludge from the backwash tank has not been removed since the treatment plant went online in 2011. Accumulated sludge is reaching capacity and needs to be removed for continual operation of the arsenic treatment plant.
- **Re-pipe PVC SCH 80 (filter influent and effluent):** There have been leaks on the treatment plant influent and effluent pipelines. Piping needs to be replaced to provide adequate flow to and from the arsenic treatment plant.
- **Signet Flow Meter (influent and backwash):** Both flow meters are currently non-operational. It is important to monitor flow going into the treatment plant and for the backwash flow meter to monitor when a backwash cycle will be initiated.
- **Electric Actuation Valves:** The four actuation valves are currently broken, and valves need to be manually controlled.

#### **4.C City of Huron Community Test Well and Hydrogeological Investigation**

The City of Huron will perform a hydrogeological investigation that will include drilling a test well at a site within the city of Huron to identify the quantity and quality of groundwater available.

##### **Task 4.C.1 Design**

Complete preliminary design including the following supportive work: mapping of the proposed well location and development of a cost estimate to produce 100% final design, plans, and specifications. Based on the findings of the test well, final design documents will be prepared.

##### **Deliverables:**

- 100% Test Well Design Plans and Specifications
- 60% Full-Scale Production Well Design Plans and Specifications

#### **Task 4.C.2 Construction Contracting**

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

##### **Deliverables:**

- Bid documents
- Proof of Advertisement
- Award of contract

#### **Task 4.C.3 Construction Administration**

Review contractor submittals, answer requests for information, and issue work directives. An engineering construction observer will be on site, as appropriate, for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

##### **Deliverables:**

- Notice of Completion

#### **Task 4.C.4 Construction/Implementation Activities**

Construction activities will generally include:

**4.C.4.1 Mobilization and Site Preparation:** Transport equipment, operating supplies, and portable sanitary facilities to and from the site(s). Ensure that all tools, accessories, power, fuel, materials, supplies, and lighting required for the construction of the project will be provided.

**4.C.4.2 Project Construction:** Drill test wells and prepare technical memo. The depth of the test wells will be approximately 250-300 feet and follow California Department of Water Resources guidelines. A test hole shall be drilled using the direct rotary method. The hole shall be drilled at a diameter of approximately 8 inches. The final depth of the test hole will depend on the data encountered while drilling and will be determined by the city. Well logs will be maintained. Each test well will have monitoring equipment installed to record falling and static head.

**4.C.4.3 Well Water Sampling:** Test the well water quality in a certified lab. Lab testing includes but is not limited to: volatile organic compounds, nitrates, nitrites, phosphorus, total suspended solids, total dissolved solids, electrical conductivity, pH, turbidity, bicarbonates, and 17 metals including arsenic, boron, barium.

**4.C.4.4 Project Close Out, Inspection, and Demobilization:** Inspect project components and establish that work is complete. Verify that all project components have been installed and are functioning as specified. Conduct project completion photo monitoring. Prepare record drawings.

**Deliverables:**

- Photographic documentation
- Well water test results and report
- Hydrogeological Investigation Report
- Record Drawings

**Task 4.C.5 Permitting:** Obtain all necessary federal, state, and local permits. Permits may include Fresno County Well Drilling Permits. Additional permits may be required and will be obtained as necessary.

**Deliverables:**

- Copy of all required permits

**Task 4.C.6 CEQA Documentation**

Prepare all necessary CEQA documentation. Prepare letter stating no legal challenges for (or addressing legal challenges).

**Deliverables:**

- Copy of applicable environmental documentation
- Legal Challenges letter

## **4.D Lake of the Woods Meters and Water Supply, Loss, Use and Rate Study**

The project will complete water meter installation and perform a Water Supply, Loss, Use and Rate Study in the community of Lake of Woods. Lake of Woods Mutual Water Company (LOWMWC) previously received funds to install radio-read meters at but was unable to complete the project as originally envisioned. The radio-read meters were installed on their customer connections, but not at the LOWMWC well sites. The project will allow the full scope of radio-read meters and software to be installed and a study to identify water losses within the LOWMWC water distribution system.

**Task 4.D.1 Design/Implementation/Contract Services:** Includes activities necessary to secure a contractor purchase order for procurement of new meters, radio-read devices and meter data software. The new meters will be installed in the discharge piping of the system's five wells by Lake of the Woods Municipal Water Company's on-call system operator. The meter software will be installed on system's computers by LOWMWC's office manager or their information technology consultant.

### Water Meter Installation

The water meters will be installed on the discharge piping at each of the five (5) well sites that serve the community. A short section of the discharge piping will be cut and removed and replaced with a new meter. Staff will record meter serial number being associated with each location address so the water production information can be collected, monitored and compared to water usage data collected from the system's approximately 400 existing residential and commercial water meters.

### Water Meter Transponder and Software Upgrade Installation

The work will be conducted by water company staff and involves installing the water meters transponders on the well sites and water meter data software on the water company's computers.

#### Water Loss and Efficiency Study

Monitor meter data for monthly water use and losses in distribution system; as well as excessive water losses at home meters. Contact users where water use is high and provide water conservation follow-up to check on water loss. Tabulate monthly water production use and losses and produce a report. Outreach to water system users on water study, water conservation and metered rate development with rate options.

#### Deliverables:

- Water Loss Technical Memorandum
- Methodology for water supply, use, leak and rate study
- QA / QC procedures
- Public Notification Flyers

### 4.E East Orosi Land Acquisition, Well and Pipeline Design and Environmental Documents Project

The Project will prepare construction documents (plan, specs and estimates at 30%) and environmental documents (CEQA IS/MND and NEPA cross-cutter documents (CEQA-Plus)) for a production well, pipeline and possible storage tank intended to resolve EOCSD's nitrate contamination. A Preliminary Engineering Report and a test well was accomplished with previous funding; this Project will resolve remaining technical questions. East Orosi Community Services District will also utilize grant funding to acquire the test well site for eventual conversion to a production well. Future funding for well construction is anticipated to be applied for through the SWRCB's DWSRF grant program.

#### Task 4.E.1

Prepare conceptual engineering and associated design documents.

#### Deliverables:

- 30% Conceptual Engineering Plans.
- Equipment and Materials Specifications
- Preliminary Engineer's Opinion of Probable Construction Costs for both identified alternatives.

#### Task 4.E.2 Land Acquisition

Purchase or acquire rights to develop the minimum amount of land required to complete the project.

#### Deliverables:

- Receipts of Agreement fees
- Third Party Property appraisal or other proof of fair market value
- Purchase agreement
- Proof of completion of acquisition in the form of title and agreement
- Appraisal documentation, Copy of Deed of Title for property and easements

#### **Task 4.E.3 Environmental Documentation**

Prepare environmental documents (CEQA IS/MND and NEPA cross-cutter documents (CEQA-Plus)) so that the Project can apply for future grant funding including IRWM Implementation funds.

##### **Deliverables:**

- Draft and Final CEQA/ NEPA documents
- Copy of Public Notices
- Public Hearing Minutes (If applicable)

#### **4.F Land Acquisition Weldon Regional Water Project Well Site**

This Project will acquire land for development of a future production well site near the community of Weldon. The Weldon area has uranium & nitrate contaminated wells and lack a back-up water supply that would be supplemented by development of a production well at Well Site 02. Production well funding will be applied for from the SWRCB's DWSRF's Safe and Affordable Drinking Water Fund, and Proposition 68 funds.

##### **Task 4.F.1 Land Acquisition**

The project will require purchase of 1 acre of land to develop the minimum amount of land needed to complete the project. Land is located in Weldon off Hwy 178 near Fay Ranch Road.

##### **Deliverables:**

- Executed Easement agreement, if necessary, filed with County Recorder's office
- Receipts of Agreement fees
- Third Party Property appraisal of fair market value, if necessary
- Purchase agreement, if necessary
- Proof of completion of acquisition in the form of title and agreement if, necessary
- Appraisal documentation, copy of Deed of Title for property and easements, if necessary

**EXHIBIT B  
BUDGET**

#	Activity	Grant Amount
<b>1</b>	Grant Administration	\$498,000
<b>2</b>	DAC Engagement and Involvement	\$550,000
<b>3</b>	Needs Assessment	\$350,000
<b>4</b>	Project Development	\$1,734,640
<b>4A</b>	Extended Pump Test for the Community of Lemon Cove	\$70,000
<b>4B</b>	Water Treatment Plant Improvements for Pond School	\$20,000
<b>4C</b>	City of Huron Community Test Well and Hydrogeological Investigation	\$80,000
<b>4D</b>	Lake of the Woods Meters and Water Supply, Loss, Use and Rate Study	\$32,000
<b>4E</b>	East Orosi Land Acquisition, Well and Pipeline Design and Environmental Documents Project	\$15,360
<b>4F</b>	Land Acquisition Weldon Regional Water Project Well Site	\$50,000
<b>Total</b>		<b>\$3,400,000</b>



**Certificate Of Completion**

Envelope Id: 747E6815BFB14429A96F5EBA9C801AD7	Status: Sent
Subject: Please DocuSign: 4600012219 Amendment 1.pdf	
Source Envelope:	
Document Pages: 9	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Susan Bradley
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1416 9th Street
	Sacramento, CA 95814
	Susan.Bradley@water.ca.gov
	IP Address: 136.200.53.22

**Record Tracking**

Status: Original	Holder: Susan Bradley	Location: DocuSign
3/24/2020 2:42:24 PM	Susan.Bradley@water.ca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Department of Water Resources	Location: DocuSign

**Signer Events**

Signature	Timestamp
Pete VanderPoel pvanderpoel@co.tulare.ca.us Security Level: Email, Account Authentication (None)	Sent: 3/25/2020 4:35:59 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	

**In Person Signer Events**

Signature	Timestamp
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**Editor Delivery Events**

Status	Timestamp
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**Agent Delivery Events**

Status	Timestamp
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**Intermediary Delivery Events**

Status	Timestamp
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**Certified Delivery Events**

Status	Timestamp
Denise England dengland@co.tulare.ca.us Water Resources Director Security Level: Email, Account Authentication (None)	Sent: 3/24/2020 2:47:09 PM Viewed: 3/25/2020 4:35:59 PM
<div style="border: 1px solid black; padding: 5px; display: inline-block; font-weight: bold; font-size: 1.2em;">VIEWED</div>	
Using IP Address: 192.189.152.4	
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/25/2020 4:35:59 PM ID: 97af4b11-7698-41c2-a9ed-664926f4a357	

**Carbon Copy Events**

Status	Timestamp
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Craig Cross  
craig.cross@water.ca.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Witness Events**

Signature	Timestamp
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**Notary Events**

Signature	Timestamp
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	3/25/2020 4:35:59 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Department of Water Resources (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Department of Water Resources:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: (916) 653-5791

To contact us by paper mail, please send correspondence to:

Department of Water Resources  
P.O. Box 942836  
Sacramento, CA 95236-0001

**To advise Department of Water Resources of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [don.davis@water.ca.gov](mailto:don.davis@water.ca.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Department of Water Resources**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [don.davisi@water.ca.gov](mailto:don.davisi@water.ca.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Department of Water Resources**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>• Allow per session cookies</li> <li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Water Resources as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Water Resources during the course of my relationship with you.



*A Nonprofit Housing and Community Development Organization*

November 20, 2019

Ms. Carmen Moreno, President  
East Orosi Community Services District  
P.O. Box 213  
Orosi, CA 93647

RE: Self-Help Enterprises Seed Money Loan offer for Water Well Site

Dear Ms. Moreno:

Self-Help Enterprises (SHE) has considered the loan request from East Orosi Community Services District (the District) to purchase a water well site. SHE has approved your request for \$11,728.40 to cover the balance of costs for the purchase of this property. The loan is approved with the following terms: an Eleven-Thousand Seven-Hundred and Twenty-Eight Dollars and Forty Cents (\$11,728.40) loan for five (5) years at four and a half percent (4.5%) interest, with payments deferred for two (2) years, at which time the loan would be due and payable in thirty-six (36) monthly installments over three (3) years. There is no penalty for early payment, and higher or extra payments would pay the loans off earlier.

As an additional condition, when the District receives funding or the ability to access funding that can reimburse these land acquisition costs, the District must pay SHE the grant-reimbursable amount within 60 days of receipt of funding or the ability to access funding.

The loan must be secured. A Promissory Note/Loan Agreement and a Short Form Deed of Trust will be required. We understand that you will sign these documents on behalf of the District. Please return the signed and notarized documents and I will mail you the check immediately.

Feel free to contact Seamus Guerin of my staff at (559) 802-1694 if you have any questions.

Sincerely,

Thomas J. Collishaw  
President/CEO

**Self-Help Enterprises  
Promissory Note and Loan Agreement**

U.S. \$11,728.40

**EAST OROSI COMMUNITY SERVICES DISTRICT  
P. O. BOX 213, OROSI, CA 93647  
ENTITY # 94-2695941**

**Date:** November 21, 2019

For value received, the **EAST OROSI COMMUNITY SERVICES DISTRICT**, a California special district, with its principal office in East Orosi, and its mailing address at **P.O. BOX 213, OROSI, CA 93647** (hereafter referred to as "Borrower"), promises to pay to the order of Self-Help Enterprises, a California nonprofit public benefit corporation (hereinafter referred to as "Lender"), at its principal place of business at P. O. Box 6520, Visalia, CA 93290, or at such other place as the holder hereof may designate, the principal sum of **ELEVEN THOUSAND SEVEN HUNDRED TWENTY-EIGHT DOLLARS AND FORTY CENTS (\$11,728.40)** or such lesser amount as shall equal the aggregate amount disbursed to the Borrower by Lender together with interest on the unpaid principal computed from the date disbursement is issued by Lender until repaid by the Borrower. If State, Federal or other external funds are not available for repayment of this loan within 2 years of the date of this document, monthly payments including principal and interest shall commence at that time from Borrower to Lender amortized over a 3-year period.

Borrower shall pay Lender a nonrefundable loan origination fee of **ONE HUNDRED DOLLARS AND ZERO CENTS (\$100.00)**, and is in addition to the principal sum and is to be paid at execution of this Promissory Note and Loan Agreement.

The principal sum outstanding under this Note shall bear interest at the rate of **FOUR AND A HALF PERCENT (4.5)** per annum.

The Borrower agrees to apply for financial assistance to pay for costs of emergency water system improvements from sources including the State Water Resources Control Board and US Department of Agriculture.

Interest and principal payments will be made within ten (10) days of when the State payments are received. Payments shall be applied first to any fees that are due, second to accrued interest as of the date of receipt thereof and the balance, if any, to principal. The Borrower may prepay this Note in full or in part, without penalty. Any such prepayment shall be applied first to accrued interest and the balance, if any, to the latest maturing principal.

This Note shall be subject to the following terms and conditions, and failure to comply will be considered a default event:

- The Borrower shall utilize funds drawn from this loan to cover eligible project costs reimbursable from either of these grants,
- Borrower has the power and authority to enter into this Note,

- Borrower is not in default under any loans or obligations which it may have,
- Borrower has financial capacity to complete payment of this note within the terms noted above,
- Borrower and Lender shall each pay its own expenses in connection with the transaction contemplated hereby,
- Disbursement of the loan proceeds under this Note shall be made based upon a written request from Borrower to Lender for funds to cover expenses. Upon receipt of a draw request and evidence of expenses incurred, disbursement may be made to the Borrower or, at Lender's option, to those individuals providing service to the Project for labor performed and materials actually incorporated in the Project,
- Borrower is to submit to Lender monthly bank statements from the bank account associated with Project and reimbursement draws,
- Borrower shall maintain good status and payment schedule with project vendors,
- Should the State of California place a 10% retention on reimbursements to Borrower, the Borrower is responsible for payment and reconciliation of 10% retention to Lender.

On the occurrence of any event of default, the holder hereof, at its sole election, may declare all of the indebtedness evidenced by this Note to be immediately due and payable and may proceed at once without further notice to enforce this Note according to law.

No delay or failure of holder in the exercise of any right or remedy hereunder shall affect any such right or remedy, and no action taken or omitted by holder shall be deemed a waiver of any right or remedy.

Should suit be commenced to collect payments due under this Note or any portion thereof, the prevailing party may recover reasonable attorney's fees in addition to any other relief allowed by law.

This Note shall be construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Borrower's duly authorized officer has executed this note on November 21, 2019.

**East Orosi Community Services District**  
*A California special district*

By: Carmen Moreno  
 Carmen Moreno, President

Lender Acceptance:  
**Self-Help Enterprises, a California**  
*nonprofit public benefit corporation*

Thomas J. Collishaw  
 Thomas J. Collishaw  
 President/CEO

Attest:

hs Rod

Secretary

**RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL TO:  
SELF-HELP ENTERPRISES  
ATTN: ACCOUNTING  
P.O. BOX 6520  
VISALIA CA 93290**

---

SPACE ABOVE THIS LINE FOR RECORDER

**THIS DOCUMENT IS RECORDED SOLELY FOR THE PURPOSE OF THE County of Tulare  
WITHOUT FEE PURSUANT TO SECTION 6103 OF THE GOVERNMENTAL CODE.**

**SHORT FORM DEED OF TRUST**

Adopting and including by reference certain provisions of a deed of trust  
As recorded in the counties named herein.

THIS DEED OF TRUST, made on November 21, 2019, between the East Orosi Community Services District as TRUSTOR, whose address is P.O. Box 213, Orosi, CA 93647, California, as TRUSTEE and Self-Help Enterprises whose address is P.O. Box 6520, Visalia, CA 93290, as BENEFICIARY;

WITNESSETH: That Trustor grants, transfers or assigns to Trustee in Trust, that property in the County of Tulare, State of California, described as:

That portion of the Southwest quarter, of the Southwest quarter, of Section 17, Township 16 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof, more particularly described as follows;  
Commencing for reference at the Southwest corner of said Section 17;  
Thence, North 89°52'13" East, along the South line of said Southwest quarter, 641,76 feet, to the TRUE POINT OF BEGINNING of the portion to be described;  
Thence, continuing along said South line, North 89°52'13" East, 108,70 feet;  
Thence, at right angles, North 0°07'47" West, 122,00 feet;  
Thence, at right angles, South 89°52'13" West, 108.70 feet;  
Thence, at right angles, South 0°07'47" East, 122.00 feet, to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion thereof conveyed to the State of California per Grant Deed recorded July 18, 2007, as Document No, 2007-0065491, Tulare County Records, being a 7.71 foot wide strip of land situated North of and adjacent to the South 25.00 feet of said Southwest quarter of Section 17, the portion of which located within said herein described property being comprised of 260 square feet, more or less.

APN: 025-150-045

If the Trustor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of this title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, immediately due and payable.

FOR THE PURPOSE of securing performance and payment of the sum of \$11,728.40 and of the monies that may be paid or advanced by or may otherwise be owing to the Trustee or the Beneficiary under this instrument, and also such additional monies as may be hereafter borrowed by the Trustor, or any of them, from the

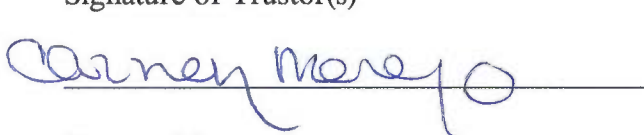


Beneficiary, and also the payment of all other monies and indebtedness now owing or to become owing, from the Trustor, or any of them, to the Beneficiary, according to the terms of the Promissory Notes, payable to Beneficiary on order and made by Trustor.

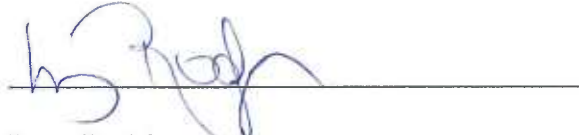
Said Promissory Note and Loan Agreement, of even date herewith made by Trustor, delineated the Terms and Conditions of this Loan requiring security of this document. Demand is subject to change of title by any means.

Privilege is reserved to prepay at any time all or any part of the debt secured hereby without the payment of penalties or premiums. By executing and delivering this Deed of Trust, and the Note secured hereby, the parties agree that all provisions of that Promissory Note and Loan Agreement between the East Oroshi Community Services District and Self-Help Enterprises are as recorded.

Signature of Trustor(s)



Carmen Moreno  
President, East Oroshi Community Services District



Lucy Rodriguez  
Secretary, East Oroshi Community Services District

"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."


STATE OF CALIFORNIA  
COUNTY OF SS Tulare

On 11-21, 2019 before me, Marty Rangel, Notary Public, personally appeared Carmen Moreno and Lucy Rodriguez who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

FOR NOTARY STAMP OR SEAL

  
Notary Public



“Exhibit A”

That portion of the Southwest quarter, of the Southwest quarter, of Section 17, Township 16 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof, more particularly described as follows;

Commencing for reference at the Southwest corner of said Section 17;

Thence, North 89°52'13" East, along the South line of said Southwest quarter, 641.76 feet, to the TRUE POINT OF BEGINNING of the portion to be described;

Thence, continuing along said South line, North 89°52'13" East, 108.70 feet;

Thence, at right angles, North 0°07'47" West, 122.00 feet;

Thence, at right angles, South 89°52'13" West, 108.70 feet;

Thence, at right angles, South 0°07'47" East, 122.00 feet, to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion thereof conveyed to the State of California per Grant Deed recorded July 18, 2007, as Document No. 2007-0065491, Tulare County Records, being a 7.71 foot wide strip of land situated North of and adjacent to the South 25.00 feet of said Southwest quarter of Section 17, the portion of which located within said herein described property being comprised of 260 square feet, more or less.



5-29-15

NW COR. SW1/4, SW/14  
SEC. 17-16/25

E1/4 COR. SW1/4 SEC. 17-16/25

NE COR. SW1/4, SW/14  
SEC. 17-16/25

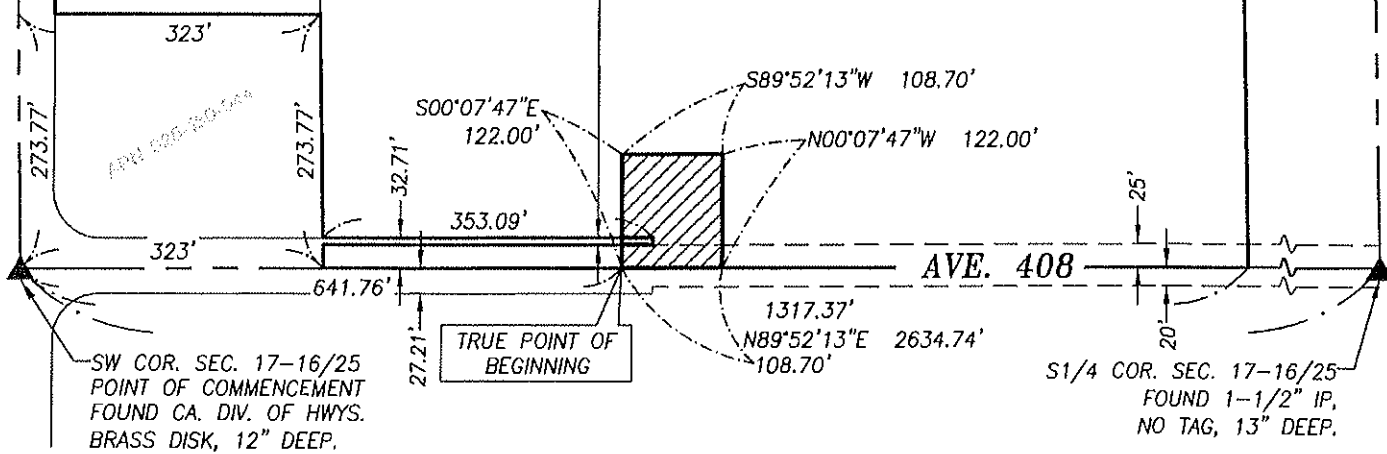
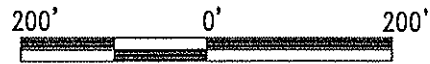


RD. 128 - STATE HWY. 63

SW1/4, SW1/4, SEC. 17, T10S, R20E, M.D.B&M.

7.71' WIDE STRIP PER DEED  
TO STATE OF CALIFORNIA PER  
DOCUMENT RECORDED 7-18-2007,  
AS DOC. NO. 2007-0065491

SCALE: 1" = 200'



**LEGEND**

 LEGAL DESCRIPTION CONTAINS APPROXIMATELY 13,001 SQ. FT.  
(EXCLUDES PORTION CONVEYED TO STATE OF CALIFORNIA)


FILE NAME: L:\Projects\2013\130043\ACAD\Exhibits\130043 - Exhibit B.dwg - LAST SAVE: 5/29/2015 9:14:14 AM PDT - BY: D. Craig Knopf

PLOT DATE:	05/28/2015
JOB NO.	130043
DWG. NAME:	EXHIBIT B
SCALE:	1"=200'
SHEET NO.:	1 OF 1

**” EXHIBIT B ”**

EAST OROSI COMMUNITY SERVICE DIST.  
APN: 025-150-045

PREPARED BY:



**Quad Knopf**

901 E. MAIN STREET  
P.O. BOX 3698  
VISALIA, CA 93278  
TEL: (559) 733-0440  
FAX: (559) 733-7821

DRW BY: J.C.      CHK BY: DCK