

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;

WHEREAS, as part of Grant Agreement 4600012219, as amended, COUNTY has received a commitment for funding from the DWR for purchase land to benefit the community of Weldon for placement of a well;

WHEREAS, SHE has purchased, or is in the process of purchasing, a Well Site Easement (“the Easement”) on property identified as the location of a suitable water supply;

WHEREAS, SHE plans to transfer ownership of the Easement to a new Water District in development for the purpose of serving the community of Weldon; and

WHEREAS, under the terms of COUNTY’S funding, COUNTY must first pay out the money for the Easement, then seek reimbursement from the DWR;

IT IS HEREBY AGREED;

1. Upon delivery to the County of proof that SHE has purchased the Easement, more completely described in **Exhibit B**, County shall pay to SHE the amount of the Easement Purchase, FIFTY THOUSAND DOLLARS AND ZERO (\$50,000.00), 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 Easement Purchase, SHE will be free to convey the deed to the Easement to the new Water District upon its formation, or to another entity committed to providing water service to the Community of Weldon, and provide proof of the transfer to COUNTY. Once the terms of Sections 1 and 2 are satisfied, neither COUNTY nor SHE will hold interest in the Easement.
3. **LOSS OF FUNDING:** If DWR cannot or will not reimburse the County for the reimbursement to SHE for the Easement purchase, SHE will return to the County the sum of the Easement Purchase 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 Elwin 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 # 2020431

Deputy

EXHIBIT A

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



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
Electronic Record and Signature Disclosure: Not Offered via DocuSign	

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Denise England dengland@co.tulare.ca.us Water Resources Director Security Level: Email, Account Authentication (None)	VIEWED	Sent: 3/24/2020 2:47:09 PM Viewed: 3/25/2020 4:35:59 PM
Electronic Record and Signature Disclosure: Accepted: 3/25/2020 4:35:59 PM ID: 97af4b11-7698-41c2-a9ed-664926f4a357		

Using IP Address: 192.189.152.4

Carbon Copy Events

Status

Timestamp

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

Notary Events

Signature

Timestamp

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

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 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 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"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** 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.

EXHIBIT B

RECORDING REQUESTED BY:

SELF-HELP ENTERPRISES

WHEN RECORDED MAIL TO
AND UNLESS OTHERWISE STATED BELOW,
MAIL TAX STATEMENTS TO:

SELF-HELP ENTERPRISES

P.O. Box 6520
Visalia, CA 93290

Jon Lifquist, Assessor – Recorder
Kern County Official Records

DUARTED
8/06/2020
11:54 AM

Recorded at the request of
Public

DOC#: **220106719**

Stat Types: 1 Pages: **11**



Fees	0.00
Taxes	0.00
Others	0.00
PAID	\$0.00

Space above this line for Recorder's use only

This page has been added to provide adequate space for recording information
(Additional recording fees apply)

GRANT OF EASEMENT AND AGREEMENT

TITLE OF DOCUMENT

THIS DOCUMENT IS BEING RECORDED TO CORRECT DOCUMENT NUMBER 220075492, WHICH RECORDED
ON JUNE 15, 2020 TO CORRECT MISSING EXHIBITS (ATTACHMENTS A AND B)



**RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:**

**SELF-HELP ENTERPRISES
P.O. Box 6520
Visalia, CA 93290**

SPACE ABOVE THIS LINE FOR RECORDER-S USE

GRANT OF EASEMENT AND AGREEMENT

This Grant of Easement and Agreement (“Easement”) is entered into between **ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT** (“RRBWSD”) and **SELF-HELP ENTERPRISES** (“SHE”) as of May 31, 2020.

- a. SHE is assisting in the formation of a California Water District which intends to operate a water utility to serve water to businesses and residences in the Weldon, California, area.
- b. Grant funding from the State of California has been awarded to help locate and construct a new water supply well.
- c. RRBWSD owns real property near Weldon, California, more particularly described on Exhibit "A" hereto ("RRBWSD Property") which could serve as a location for a new water supply well for to be formed Water District.
- d. RRBWSD’s successor-in-interest permitted Long Canyon Mutual Water Company to investigate potential new water supply well locations on the RRBWSD Property pursuant to the terms of a previous License Agreement between Hochman Family Trust and the Farkas Family Trust, and Long Canyon Water Company, recorded as Document Number 0215080093 in the Kern County Official Records, with respect to this Easement.
- e. Long Canyon Mutual Water Company determined that a suitable water supply is available from RRBWSD Property, and requested access to the RRBWSD Property to construct and operate a water supply well in a specific Well Site location, described on Exhibit "B" hereto for the benefit of the to be formed Water District.
- f. At the request of Long Canyon Mutual Water Company SHE has agreed to front the money for the purchase of the well site easement from RRBWSD and hold the

Easement in its name until the to be formed Water District is created, at which time the Easement will be assigned to the to be formed Water District.

- g. RRBWSD is willing to grant SHE an easement in the Well Site location for the purposes of constructing and operating a new water supply well pursuant to the terms of this Easement.

- g. The parties acknowledge that SHE is working with Long Canyon Mutual Water Company, among others, and has obtained funding from the State of California, for the purposes of consolidating four (4) water companies in the Weldon, California, area into one regional water supplier (likely the "Weldon Regional Water District"). It is intended, and the parties hereto agree, that this Easement will be transferred and assigned to the to-be-formed regional water supplier entity.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. Grant of Easement: The RRBWSD Property is described on Exhibit "A", attached hereto and incorporated herein. RRBWSD hereby grants SHE a permanent and exclusive easement over a portion of the RRBWSD Property depicted and described on Exhibit "B", attached hereto and incorporated herein by reference (the "Easement Area").

2. Purpose and Extent of the Easement: This Easement shall be for the construction, operation, and maintenance (including repair and replacement) of a water-supply-production well and pipeline and related facilities only, which may include but not be limited to facilities including related booster pump(s), pressure tank(s), metering equipment, aboveground storage, chlorination or other treatment facilities, and electrical service(s) related to such facilities.

3. Ancillary Easement for Ingress and Egress: This Easement includes ancillary rights for reasonable ingress and egress to the Easement Area, which shall be exercised with due care and so as to not interfere with other operations on the RRBWSD Property.

4. Fee: SHE shall pay to RRBWSD the sum of Fifty Thousand and no/100 Dollars (\$50,000.00) for this Easement and related rights.

5. Pumping Limitations: SHE's operation of the well is subject to the following restriction: (a) SHE may operate the well at a maximum capacity of 600 gallons per minute. In the event a to-be-formed regional water supplier entity for the purpose of providing domestic supplies to all or part of the regional area sometimes known as the South Fork area of the Kern River Valley is established, SHE may use the well for such purposes, subject to the limitation in item 1 above, which may be increased upon Grantor's approval.

6. Water Rights: This Easement does not grant or acknowledge, relinquish or operate to physically or legally diminish or impair any property rights, including water rights of RRBWSD

and the RRBWSD Property. SHE's rights to water from the well shall be junior to the property's overlying, appropriative, or other surface or groundwater rights, regardless of when said rights were established or as may be exercised by the property. Regardless of any ability to access groundwater granted by this Easement, the RRBWSD Property shall maintain a right, without physical interference to the RRBWSD Property well and water rights or rights to water use of the RRBWSD Property, to pump groundwater that is superior to any right obtained or exercised by SHE pursuant to this Easement. RRBWSD makes no representations or assurances with respect to the rights or rights to produce water, if any, from, under, or within the RRBWSD Property in connection with this Easement.

7. Maintenance and Cost of Operation: SHE agrees to keep the well, pipeline and any other facilities located in the Easement Area in good working order and pay for and complete all necessary maintenance at its own cost and expense. SHE also agrees to pay all electricity charges, taxes, and fees imposed with respect to the well, pump, pipeline, and related facilities.

8. No Warranty: In addition to the provisions of item 6 herein, RRBWSD does not warrant the quality or quantity of water available from the well.

9. Responsibility: SHE is responsible for any loss, damage, or injury to persons or property, arising out of or resulting from its use of the Easement. SHE must provide reimbursement for any and all damages to the RRBWSD Property. Reimbursement shall be made within thirty (30) days of demand by RRBWSD.

10. Indemnification: SHE agrees to indemnify, hold harmless, and defend RRBWSD, its directors, officers, employees, tenants, and agents ("Indemnified Parties") against any and all third-party demands, claims, suits, proceedings, actions of any nature or kind whatsoever, liabilities, damages, judgments, costs, expenses and fees (including reasonable legal expenses) arising out of or in any way associated with this Agreement.

11. Insurance: SHE must maintain comprehensive general liability insurance for its agents, contractors, officers, and employees, including insurance that will protect the Indemnified Parties for any of the claims or losses identified in item 10 herein. Such insurance must provide coverage of at least \$1 million. SHE must maintain such coverage with a third-party commercial insurance carrier rated "A" or better. SHE must provide thirty (30) days' written notice to RRBWSD before canceling or materially altering its insurance policy. RRBWSD shall be named as an additional insured under the policy.

12. Debris, Restoration: During the duration of the easement usage, SHE must keep the worksite and surrounding area free from any unreasonable accumulation of debris and waste materials. If and when the easement is terminated, SHE must, at its sole cost and expense, restore the Easement Area to its condition as it existed before the execution of the License Agreement, dated June 15, 2015, between RRBWSD's predecessor-in-interest and Long Canyon Mutual Water Company, or as near as practicable to such condition as is reasonably possible.

13. Contact Person: Each party shall designate a contact person for purposes of all contact related to this Easement.

RRBWSD: Erik Averett, General Manager
849 Allen Rd.
Bakersfield, CA 93314

SHE: Thomas J. Collishaw, President/CEO
P.O. Box 6520
Visalia, CA 93290

14. Disputes: Any dispute, controversy or claim arising out of or relating to this Easement will be subject to binding arbitration. This clause does not apply to claims for injunctive relief. The non-prevailing party in any litigation will reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

15. Interpretation: Each party and its attorneys have participated fully in the review and negotiation of this Easement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply with respect to this Easement.

16. Counterparts: This Easement may be executed in counterparts.

17. Amendment: This Easement reflects all terms agreed to between the parties related to its subject matter. Any amendment to this Easement may only be accomplished by a writing signed by both parties and recorded in the Official Records of Kern County.


18. Recording: This Easement shall be recorded in Kern County at the sole expense of SHE.

19. Assignment to Regional Water Provider: The Long Canyon Mutual Water Company, among others, has obtained funding from the State of California for the purposes of creating a regional entity to supply domestic water service to the area. SHE is assisting with the formation of the regional entity and consolidation of the five water suppliers. Upon the formation of that regional water provider, the SHE's rights, obligations, and liabilities will be transferred and assigned to the new regional entity. After such transfer to the to-be-formed regional water supplier entity, all references to "SHE" herein shall apply to, as if named, the to-be-formed regional water supplier entity.

[Signatures on the Following Page]

**ROSEDALE-RIO BRAVO WATER
STORAGE DISTRICT**

Date: 8/14/2020

By: 
Eric Averett, General Manager

SELF-HELP ENTERPRISES

Date: 7/14/20

By: 
Thomas J. Collishaw, President/CEO

ACKNOWLEDGMENT

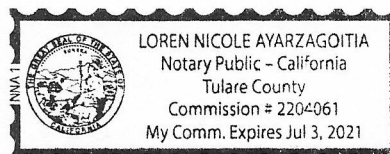
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

State of California)
County of Tulare)

On July 14, 2020, 2020, before me, Loren Nicole Ayarzagotia, Notary Public, personally appeared Thomas J. Collistrus, 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 foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Loren Nicole Ayarzagotia (Seal)

ACKNOWLEDGMENT

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 Kern)

On 8/4/2020 2020, before me, Megan Misuraca, Notary Public, personally appeared Eric Averett, 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 foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Megan Misuraca (Seal)

EXHIBIT A

Legal Description of "RRBWSD Property"

That real property located in the Northeast Quarter of the Southwest Quarter of Section 13, Township 26 South, Range 34 East, Mount Diablo Base and meridian according to the official plat thereof and identified as Kern County Assessor's Parcel Number 426-032-13 consisting of approximately 31.76 acres.

EXHIBIT B

A one-acre parcel located in the Northeast Quarter of the Southwest Quarter of Section 13, Township 26 South, Range 34 East, Mount Diablo Base and Meridian, according to the official plat thereof, being more particularly described as follows:

Beginning at the West Quarter Corner of Said Section 13, thence North 89°58'30" East along the East-West Mid-Section Line thereof a distance of 1,319.33 feet, more or less, to the West Line of the East Half of the Southwest Quarter of said Section 13;

Thence South 00°01'40" West along said West Line thereof a distance of 276.59 feet, more or less, to the Southerly Right-of-Way Line of State Route V KER 178, and the True Point of Beginning;

Thence North 82°06'17" East along said Southerly Right-of-Way Line a distance of 203.95 feet;

Thence departing said Southerly Right-of-Way Line South 00°01'40" West a distance of 229.71 feet;

Thence North 89°58'20" West a distance of 201.81 feet;

Thence North 00°01'40" East a distance of 201.89 feet, more or less, to the True Point of Beginning.

Containing 1.00 acre.

1319.33'
N89°58'30"E

W 1/4 COR
SEC 13 26/34

276.59'

℄ HWY 178

N82°06'17"E 203.95'

EXISTING SOUTH RIGHT OF WAY LINE
STATE HIGHWAY V-KER-178

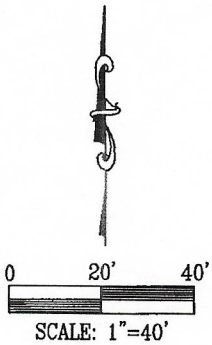
N0°01'40"E 201.89'

WELLSITE
1.00 ACRE

S0°01'40"W 229.71'

N89°58'20"W 201.81'

EXHIBIT "B"



HOCHMAN / FARKAS WELLSITE
 WELDON REGIONAL WATER STUDY
 POR NE 1/4 SW 1/4 SECTION 13 26/34
 COUNTY OF KERN, CALIFORNIA



DEE JASPAR & ASSOCIATES, INC.
 CIVIL • ENGINEERS
 2730 UNICORN ROAD, BLDG A
 BAKERSFIELD, CALIFORNIA 93308
 639 N MAIN STREET, #B
 PORTERVILLE, CALIFORNIA 93257

PHONE 661 393-4796
 FAX 661 393-4799
 PHONE 559 791-9266
 FAX 559 783-9275