



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Tuesday, August 27, 2019 at 6:00PM

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a District Board Meeting, please contact the District Office at 559-485-7353 at least 48 hours prior to the meeting, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

- ❖ Please submit all written correspondence for the Board of Directors by 12:00 pm the Friday prior to the meeting. Please deliver or mail to the District Clerk.
- ❖ Public comments are limited to three (3) minutes or less per individual per item, with a fifteen (15) minute maximum per group per item and will be heard during the communication portion of the agenda.

1. Call to Order:

2. Roll Call: President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.

3. Certification: Certification was made that the Board Meeting Agenda was posted 72 hours in advance of the meeting.

4. Consent Agenda. The items listed below in the Consent Agenda are routine in nature and are usually approved by a single vote. Prior to any action by the Board of Directors, any Board member may remove an item from the consent agenda for further discussion. Items removed from the Consent Agenda may be heard immediately following approval of the Consent Agenda or set aside for discussion and action after Regular Business.

a. Minutes of the Regular Board Meeting of August 13, 2019.

Recommended action: To approve the Consent Agenda as presented or amended.

Motion by: _____; **Second by:** _____

5. Old Business:

a. **General Manager Hiring Announcement.** A hiring announcement for a new General Manager has been published on the MCWD, CWEA, and Western City websites and posted at the District Office. For information.

6. New Business:

a. **Consideration of Proposals for CDBG Grant Funds.** Kristi Johnson will conduct a workshop to receive community input and recommendations for use of Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Shelter Grant (ESG) program funds as part of the County of Fresno's preparation for submittal to U.S. Department of Housing and Urban Development of the 2020-2024 Consolidated Plan.

Recommended action: To conduct a public meeting.

- b. **Resolution 08-27-2019; Malaga Park Fees.** An Ad Hoc committee of the Board of Directors reviewed proposed fees for Malaga Park and submits its recommendations as Exhibit A.

Recommended action: To adopt Resolution 08-27-2019 to approve the Malaga Park Fee Schedule as presented or amended in Exhibit A.

Motion by: _____; **Second by:** _____.

- c. **Resolution 08-27-2019A; Consultant Agreement.** An agreement between GM James D. Anderson and MCWD for consultation services to assist with transition to a new General Manager.

Motion by: _____; **Second by:** _____.

7. Recreation Reports: To be submitted at the meeting.

8. Engineer Reports:

- a. District Engineer Report. No new report for this meeting.
- b. CDBG Engineer Report: No new report for this meeting.

9. General Manager's Report:

- a. Report of the Industrial Compatibility Study by the City of Fresno
- b. Report of internal evaluation of communications costs
- c. Report on the District office fence incident
- d. Department reports
- e. Other reports

10. President's Report:

11. Vice President's Report:

12. Director's Reports:

13. Legal Counsel Report:

14. Communications:

- a. Written Communications:
- b. Public Comment:

15. Closed Session:

- a. Personnel Appointment: General Manager (Government Code Section 54957). Applications received for review.

16. Adjournment:

Motion by: _____, **Second by:** _____

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of August 27, 2019 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, at 5:00P.M. On 08/23/2019.

Norma Melendez

Norma Melendez, District Clerk



REGULAR BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Tuesday, August 13, 2019 at 6:00PM

item 4.a.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a District Board Meeting, please contact the District Office at 559-485-7353 at least 48 hours prior to the meeting, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

- ❖ Please submit all written correspondence for the Board of Directors by 12:00 pm the Friday prior to the meeting. Please deliver or mail to the District Clerk.
- ❖ Public comments are limited to three (3) minutes or less per individual per item, with a fifteen (15) minute maximum per group per item and will be heard during the communication portion of the agenda.

1. Call to Order: 6:02PM

2. Roll Call: President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.

3. Certification: Certification was made that the Board Meeting Agenda was posted 72 hours in advance of the meeting.

4. Old Business:

- a. **CDBG 2020-2021; Public Comments.** To hear any public comments or suggestions to be considered for CDBG 2020-2021 funding.

For public discussion and potential action.

No public comment was made.

- b. **CDBG 2020-2021; Project Proposal.** Project proposals for CDBG 2020-21 are due to Fresno County Planning by 31 August. Staff recommends that the District submit a project proposal to make improvements at the WWTF to meet permit compliance. The District has planned three improvements for consideration:

1. Reconfigure air piping to improve nitrogen reduction;
2. Install flow meters to calculate MCRT (mean cell residence time) for operational control
3. Digester tank equilibrium valve

All projects are near shovel-ready and could be submitted as one project. The estimated cost of the project is less than \$250,000.

Recommended action: To approve the air pipe modification, sludge flow meter, and digester tank equilibrium projects for CDBG 2020-21 funding and designate the General Manager as signing authority for the project.

Motion by Vice President Cerrillo; Second by Director Castaneda and by a 5-0 vote to approve the air pipe modification, sludge flow meter, and digester tank equilibrium projects for CDBG 2020-21 funding.

- c. **Water Meter Project; Retention Payment.** Project construction is complete to release funds held in retainage in the amount of \$58,276.60. A reimbursement request for \$60,609 is attached for the SWRCB which includes an allowance of \$1,814.

Recommended action: To authorize release of funds held in retainage for the project in the amount of \$58,276.60.

Motion by Director Cerrillo, Jr; Second by Vice President Cerrillo and by a 5-0 vote to authorize release of funds held in retainage for the project in the amount of \$58,276.60

5. New Business:

- a. **Residential Metered Water Billing.** A mock water bill was issued to all residential customers for July. A number of customers have called with questions about meter accuracy, leaks, and when metered rates will go into effect. It is suggested that a Town Hall Meeting be planned about residential water meters, the “Eye On Water” application, and how water leaks are to be resolved.

For discussion and potential action.

The Board of Directors pleasure is to hold a town hall meeting about residential water meters for September 12, 2019.

- b. **General Manager Hiring Announcement.** A hiring announcement for a new General Manager has been published on the MCWD, CWEA, and Western City websites and posted at the District Office.

For information.

6. Recreation Reports:

An ad-hoc committee will come together to discuss park rates.

7. Engineer Reports:

- a. District Engineer Report. No new report for this meeting.
- b. CDBG Engineer Report: No new report for this meeting.

8. General Manager’s Report:

- a. Prop 68 Application submitted to OGALS and can be viewed on the District website.
- b. FSU Swim Team (Co-Ed) requests use of the Malaga pool for practice during off-season
The board will consider an agreement for the FSU Swim Team to use the Malaga pool.

- c. Department reports
 - 1. **New WWTF Operator: Jeff Jones.**
- d. Staff salary review
- e. Other reports

9. President's Report:

President Garabedian reported on restroom updated. Waiting for inspection to pass so the restroom project can be completed before Fiesta Day arrives. Updated the board of directors on the office expansion plan—the architect should have plans by the end of the week for board review. Finally, he notified the board that he will not be absent for the 2nd regular board meeting in October.

10. Vice President's Report:

Vice President Cerrillo reported on graffiti paint on a building on Front Street and Central Avenue. The Vice President will also be having dinner with former Fowler USD teachers.

11. Director's Reports:

Director Castaneda will be attending the next recreation committee meeting on August 14. The Director also reported good attendance at the Teen Swim Party hosted by the Recreation Committee.

Director Cerrillo, Jr. agreed that the Teen Swim Party went well.

12. Legal Counsel Report:

None for this meeting

13. Consent Agenda. The items listed below in the Consent Agenda are routine in nature and are usually approved by a single vote. Prior to any action by the Board of Directors, any Board member may remove an item from the consent agenda for further discussion. Items removed from the Consent Agenda may be heard immediately following approval of the Consent Agenda or set aside for discussion and action after Regular Business.

- a. Minutes of the Regular Board Meeting of July 23, 2019 and Special Board Meeting of August 1, 2019.
- b. Account Payables and Financial Statement reports.

Recommended action: To approve the Consent Agenda as presented or amended.

Motion by Vice President Cerrillo; Second by Director Castaneda and by a 5-0 vote to approve the consent agenda as presented.

14. Communications:

- a. Written Communications:
 - 1. City of Fresno hosting an Industrial Compatibility Study on Monday, August 19, 20 and 29 at various times. They will gather thoughts on what kinds of incompatible neighbors are common in Fresno and what tools and solutions best fit our community.

2. **SB 13 Opposition letter.** CSDA requests the opposition of SB 13. SB 13 would place restrictions on impact fees, recreation/park and fire protection districts receive from accessory dwelling units.
Board of Directors signed opposition letter.

b. Public Comment:

15. Closed Session: 7:16pm

- a. General Manager performance evaluation.

16. Adjournment:

Motion by Vice President Cerrillo, Second by Director Cerrillo, Jr. and by a 5-0 vote to adjourn the meeting at 7:42pm.



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

ATTENTION PUBLIC NOTICE

On August 27, 2019, the County of Fresno will hold a public meeting at the scheduled Malaga County Water District meeting to receive community input and recommendations for use of Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Emergency Shelter Grant (ESG) Program funds for fiscal years 2020-24.

The County of Fresno is also conducting an analysis of the impediments to fair housing and is requesting comments from the community on anything that restricts the availability of housing options to all residents.

The U.S. Department of Housing and Urban Development's (HUD), CDBG, HOME and ESG Program funds are administered by the County of Fresno to address housing and community development needs of low- and moderate-income persons. Types of eligible activities include housing and commercial rehabilitation; infrastructure improvements such as water, sewer, streets, and drainage; fire protection facilities and equipment; solid waste facilities; public services; libraries and community centers in eligible areas of Fresno County.

Interested citizens, individuals and/or organizations are encouraged to attend and make recommendations to the County for future projects in Malaga. Meeting information is as follows:

| | |
|------------------|--|
| DATE: | August 27, 2019 |
| TIME: | 6:00 p.m. |
| LOCATION: | Malaga County Water District office 3580 S Frank St, Fresno |

This public meeting is designed to receive your comments and recommendations for inclusion of eligible community activities in the County of Fresno, 2020-24 Consolidated Plan document. A Community Development Specialist will be available to record public comment regarding your community's needs and priorities, and to answer questions. The Consolidated Plan is scheduled for submission to HUD on or before May 15, 2020.

If you have any questions or need more information, please call Jared Nimer, or Jonathan Avedian, Fresno County Community Development Division, (559) 600-4292.

RESOLUTION NO. 08-27-2019

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MALAGA COUNTY WATER DISTRICT ADOPTING AN AMENDED MALAGA
COUNTY WATER DISTRICT MASTER SCHEDULE OF FEES, CHARGES,
PENALTIES AND RECOVERED COSTS**

WHEREAS, the Malaga County Water District ("District") has adopted and amends, from time to time, a Master Schedule of Fees, Charges, Penalties and Recovered Costs which lists various fees and charges for services provided by the District; and

WHEREAS, the Board of Directors of the District now desires to amend the Master Schedule of Fees, Charges, Penalties and Recovered Costs to, among other things, adjust various fees for services related to the District's Recreation Department Rental Fees and Charges; and

WHEREAS, the Board of Directors of the District has considered the staff report, testimony given at the public hearing, and all other information available to the Board and determined that the amended fees as set forth in the Master Schedule of Fees, Charges, Penalties and Recovered Costs attached hereto and incorporated by this reference herein as Attachment A, and finds that the fees, charges and recovered costs as set forth in Attachment A are reasonable and do not exceed the costs to the District for providing the service or services related to said fees, charges and recovered costs.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT AS FOLLOWS:

1. That the foregoing recitals are true and correct and are incorporated by this reference as fully set forth at this point.
2. That the Board of Director of the Malaga County Water District hereby adopts the amended Master Schedule of Fees, Charges, Penalties and Recovered Costs as attached hereto as Attachment A, effective September 1, 2019.

* * * * *

Passed and adopted by the Board of Directors of the Malaga County Water District at their meeting held on this 27th day of August 2019, by the following vote:

AYES:

NOES:

ABSENT:

Charles Garabedian, President of the
Malaga County Water District

ATTEST:

James D. Anderson, Secretary to the Board
of Directors of the Malaga County Water District

item 6.b.

**MALAGA COUNTY WATER DISTRICT
MASTER SCHEDULE OF FEES, CHARGES, PENALTIES AND RECOVERED COSTS
CHAPTER THREE
PARK AND RECREATION FACILITIES: FEES, RENTALS, AND DEPOSITS**

| <u>FACILITY</u> | <u>RATE</u> | <u>DEPOSIT</u> |
|-------------------------|---|------------------------|
| 1. Multi-Purpose Room | \$75/Hr. (4-hour minimum) \$50/Hr. set-up/cleaning (2-hour min/max per day) \$125/Hr. after 8 hours and Holidays | \$400 |
| 2. Annex Room | \$25/Hr. with #1, \$50/Hr. alone (4-hour minimum) \$50/Hr. set-up/clean-up (2 hours min/max per day) \$100/Hr. after 8 hours and Holidays | \$200 \$100 with #1 |
| 3. Kitchen | \$25/Hr. with #1 or #2, \$50/Hr. alone (4-hour minimum) | \$100 |
| 4. La Cantina | \$25/Hr. with #1 or #2, \$50/Hr. alone (4-hour minimum) | \$50 |
| 5. Meeting Room | \$25/Hr. with #1 or #2, \$50/Hr. alone (2-hour minimum) | \$50 |
| 6. Park Table Area #1 | \$25 daily rate | \$25 |
| 7. Park Table Area #2 | \$25 daily rate | \$25 |
| 8. Park Table Area #3 | \$25 daily rate | \$25 |
| 9. Park Table Area #4 | \$25 daily rate | \$25 |
| 10. Park Table Area #5 | \$100 daily rate -(Playground by pool) | \$50 |
| 11. Park Table Area #6 | \$100.00 Daily Rate (Picnic Shelter) | \$50 |
| 12. Park Table Area #7 | \$25 daily rate | \$25 |
| 13. Park Table Area #8 | \$25 daily rate | \$25 |
| 14. Park Table Area #9 | \$100 daily rate (Gazebo) | \$50 |
| 15. Park Table Area #10 | \$25 daily rate | \$25 |
| 16. Park Table Area #11 | \$100 daily rate – (by Caboose) | \$50 |

FACILITY RATE DEPOSIT

17. Pool \$50/Hr. (2-hour minimum) 50

*Lifeguards additional at cost

18. General Field Area \$25/Hr. no lights 25

And Baseball Fields \$40/Hr. with lights
(each) (2-hour minimum)

19. Multi-Purpose Room or Other Facilities for Memorial Services

Subject to the approval of the General Manager, a resident of Malaga, or a deceased resident's immediate family, may use the Multi-Purpose Room or other facilities without charge for memorial or similar services for a deceased grandparent, parent, child, spouse or domestic partner, or sibling.

20. Whole Park Rental Categories: Paid application with requirements must be submitted thirty days prior event. * The following fees applies below.

*Event with staff \$50 per hour, per staff

*Event must contract security services approved by Malaga County Water District 30 days prior to event

*Event must provide Liquor Licensing 30 days prior

*Rules attached

| <u>Event</u> | <u>Rate</u> | <u>Deposit</u> |
|---------------------|--------------------|-----------------------|
| Nonprofit | \$1000 | \$600 |
| Personal | \$1525 | \$600 |
| Business/for profit | \$2500 | \$600 |

*Electricity and water fees apply if requested.

Whole Park Rental: Internal Review

| <u>Area</u> | <u>daily fee</u> | <u>deposit</u> | <u>total</u> |
|----------------|------------------|----------------|--------------|
| Park table #1 | \$25.00 | \$25.00 | \$50.00 |
| Park table #2 | \$25.00 | \$25.00 | \$50.00 |
| Park table #3 | \$25.00 | \$25.00 | \$50.00 |
| Park table #4 | \$25.00 | \$25.00 | \$50.00 |
| Park table #5 | \$100.00 | \$50.00 | \$150.00 |
| Park table #6 | \$100.00 | \$50.00 | \$150.00 |
| Park table #7 | \$25.00 | \$25.00 | \$50.00 |
| Park table #8 | \$25.00 | \$25.00 | \$50.00 |
| Gazebo #9 | \$100.00 | \$50.00 | \$150.00 |
| Park table #10 | \$25.00 | \$25.00 | \$50.00 |
| Park table #11 | \$100 | \$50.00 | \$150.00 |

 \$575.00 \$375 \$950

*Field Rental \$600.00 *Both fields: 12 hours x \$50.00= \$600.00
 Park Closure Fee \$350.00 \$600 Deposit

Regular \$1525.00

Total Deposit: \$600 (refundable)

Park Rental Fee: \$1525

Total/Deposit: \$2,125

Total Park & Field Rental \$1525+ \$600 dep. \$2125 (park closed to public)

Total Non-profit Rental \$1000 w/deposit \$1600 (park closed to public)

For profit/business Rental rate \$2500 with deposit \$600 total \$3100

Event with staff \$50 per hour

Event must contract security services approved by Malaga County Water District 30 days prior to event

Event must provide Liquor Licensing 30 days prior

Attached rules and contract

MALAGA COUNTY WATER DISTRICT

MASTER SCHEDULE OF FEES, CHARGES, PENALTIES AND RECOVERED COSTS

Effective 1 September 2017

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| | | |
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MALAGA COUNTY WATER DISTRICT

MASTER SCHEDULE OF FEES, CHARGES AND RECOVERED COSTS

CHAPTER ONE

SEWER

1. **SEWER RATES**

- A. **Residential Equivalent Sewer Unit (“ESU”)** \$ 33.74

An ESU is equivalent to sewer service to a residential unit (single family dwelling)

The basic formula* used to calculate an ESU:

$$\text{ESU} = \frac{\text{Flow (gpd)}}{150} \times \left[0.4 + \frac{0.3(\text{BOD mg/1})}{175} + \frac{0.3(\text{TSS mg/1})}{185} \right]$$

*The formula is subject to change as deemed necessary by the District based on user classification or otherwise and does not apply to users who have requested and/or been assigned a minimum ESU based on connection size, capacity requirement, or reservation, or to accommodate special situations and for commercial and industrial sewer use calculations.

- B. **Industrial User Equivalent Sewer Unit (“ESU”)** \$ 33.74

Commercial/industrial users are assigned ESUs by the District based on water use, wastewater flow, and characterization.

The Industrial User ESUs assigned may be reviewed and recalculated at any time by the District or at the request of the applicant and the approval of the General Manager.

- C. **Collection System Surcharge (All users)** \$ 5.55/ESU

A surcharge per ESU for collection system inspection, maintenance, and repairs.

- D. **Compliance/Ground Water Quality Surcharge (All users)** \$ 5.12/ESU

A surcharge for the costs of compliance with state and federal regulations for groundwater quality and conservation.

- E. **Residential Pretreatment Surcharge** \$ 0.18/ESU

A surcharge for pretreatment costs of residential sewer service.

| | | |
|----|--|-----------------|
| F. | <u>Industrial User Pretreatment Surcharge</u> | \$ 7.73/ESU |
| | A surcharge for pretreatment costs of commercial and industrial sewer service. | |
| G. | <u>Industrial User Capacity Expansion Surcharge</u> | \$ 7.05/ESU |
| | A surcharge for capacity expansion costs of commercial and industrial sewer service. | |
| H. | <u>Total Residential Sewer Rate per ESU</u> | \$ 44.59/ESU |
| I. | <u>Total Industrial/Commercial Sewer Rate per ESU</u> | \$ 59.19/ESU |
| J. | <u>New sewer connection fee</u> | \$ 1,918.65/ESU |
| | Connection fee for new sewer service per ESU. | |

2. PERMITS

| | | |
|----|---|-------------------------|
| A. | Sewer Permit Fee (All users) (Applications are made with an application for water service. Separate fee required.) | \$ 46.51 per connection |
| B. | Non-Residential: Industrial User Wastewater Discharge Permit (new user) | |
| | Class 1 - SIU (MC §3.06.010 (A).) | \$1,923.20 |
| | Class 2 - Categorical User (MC §3.06.010 (B).) | \$2,394.93 |
| | Class 3 - Potential Discharging Categorical User (MC §3.06.010 (C).) | \$1,161.32 |
| | Class 4 – FSE (MC §3.06.010 (D).) | \$ 636.31 |
| | Class 5 – Industrial User (MC §3.06.010 (E).) | \$ 204.50 |

¹ *New User shall include a permit issued to an existing customer who is required to change Permit Classification as determined by the District*

² *Fee does not include costs of sampling and testing, review of pretreatment plan, review of SLUG control plan, review of FOG control plan, compliance/enforcement inspections, compliance orders, enforcement actions, or any other costs to the District not directly related to the issuance of a permit, all of which are billed at actual costs to the District.*

| | | |
|----|---|------------|
| C. | Permit Renewal / Annual Permit Fee ³ . | |
| | 1) Class 1 - SIU | \$1,262.78 |
| | 2) Class 2 - Categorical User Permit | \$1,697.61 |
| | 3) Class 3 - Potential Discharging Categorical User | \$ 567.46 |
| | 4) Class 4 - FSE | \$ 488.55 |
| | 5) Class 5 - Industrial User Permit | \$ 93.29 |

3. Fee does not include costs of sampling and testing, review of pretreatment plan, review of SLUG control plan, review of FOG control plan, compliance/enforcement inspections, compliance orders, enforcement actions, or any other costs to the District not directly related to the issuance of a permit, all of which are billed at actual costs to the District.

D. Additional Charges:

- 1) Class 1 through 3 Permit
 - a. Required Permit Inspection(s)⁴
\$ No Charge
 - b. Compliance Schedule/Order Inspection⁵ \$ 144.17
 - c. Compliance Schedule/Order Inspection,
Requiring Sampling and Testing \$ 144.17
(plus actual costs of sampling, monitoring and testing.)
 - d. Enforcement Inspection⁶ \$ 144.17
 - e. Enforcement Inspection,
Requiring Sampling and Testing \$ 144.17
(plus actual costs of sampling, monitoring and testing.)

- 2) Class 4 Permit
 - a. Requires Permit Inspection(s)⁴ \$ No Charge
 - b. Compliance Schedule / Order Inspection⁵ \$ 98.94
 - c. Compliance Schedule / Order Inspection,
Requiring Sampling and Testing \$ 98.94
(plus actual costs of sampling, monitoring and testing.)
 - d. Enforcement Inspection⁶ \$ 98.94
 - e. Enforcement Inspection Requiring Sampling and Testing \$ 98.94
(plus actual costs of sampling, monitoring and testing.)

- 3) Class 5 Permit
 - a. Required Permit Inspection(s)⁴ \$ No Charge
 - b. Compliance Schedule / Order Inspection⁵ \$ 50.88
 - c. Compliance Schedule / Order Inspection,
Requiring Sampling and Testing \$ 50.88 (plus actual costs of
sampling, monitoring and testing.)
 - d. Enforcement Inspection⁶ \$ 50.88
 - e. Enforcement Inspection,
Requiring Sampling and Testing \$ 50.88 (plus actual costs of
sampling, monitoring and testing.)

- 4) Class 1 through 5 Permits
 - a. Review of Pretreatment Plan actual cost*
 - b. Review of Slug Control Plan actual cost*
 - c. Review of Fog Control Plan actual cost**

d. Compliance Order/Schedule

actual cost**

*Requires \$2,500.00 Deposit

**Requires \$1,500.00 Deposit

4. *Required Permit Inspection(s) are those inspections required by the permit which includes 1 inspection for class 1,2,3, and 5 permits and 3 inspections for a class 4 permit.*
5. *Compliance Schedule /Order Inspection(s) are inspections required to confirm compliance with a compliance schedule or compliance order issued by the District.*
6. *Enforcement inspections are inspections deemed necessary by the District to ensure compliance with the users permit*

3. LOADING SURCHARGES

- 1) Biochemical Oxygen Demand (BOD) in excess of 300 milligrams per liter (mg/L) shall be charged a loading surcharge of \$6.56 per 100 pounds of BOD in excess of 300 mg/L. Loading surcharges are not a monetary exchange to dilute or pollute. Loading surcharges pay the cost to treat excess loading. Industrial Users are subject to penalties to be charged by the District or incurred by the District as a result of excessive BOD loadings or violation of the Malaga Code.
- 2) Total Suspended Solids (TSS) in excess of 300 milligrams per liter (mg/L) shall be charged a loading surcharge of \$ 7.81 per 100 pounds of TSS in excess of 300 mg/L. Loading surcharges are not a monetary exchange to dilute or pollute. Loading surcharges pay the cost to treat excess loading. Industrial Users are subject to penalties to be charged by the District or incurred by the District as a result of excessive TSS loadings or violation of the Malaga Code.
- 3) Electrical Conductivity (EC) in excess of 800 micro-ohms per centimeter at 25 C (u-ohm/cm @ 25 C) shall be charged a loading surcharge of the cost of water at current rates required to maintain 800 u-ohm/cm @ 25 C. The EC surcharge is not a monetary exchange to dilute or pollute. Loading surcharges pay the cost to treat excess loading. Industrial Users are subject to penalties to be charged by the District or incurred by the District as a result of excessive EC loadings or violation of the Malaga Code.

4. SANITARY SEWER OVERFLOW.

Sanitary Sewer Overflow (SSO) clean-up costs and penalties due to an SSO caused by any sewer user (residential, commercial, or industrial) shall be charged to the responsible party, and are also subject to additional citations, penalties, and other enforcement actions in accordance with the District's Sewer System Management Plan and the Malaga Code.

5. SEWER COLLECTION SYSTEM.

Sewer collection system cleaning or maintenance costs caused by any sewer user (residential, commercial, or industrial) shall be charged to the responsible party, and are

also subject to additional citations, penalties, and other enforcement actions in accordance with the District's Sewer System Management Plan and the Malaga Code.

6. SEWER PIPELINE REPLACEMENT AND REPAIR.

Any sewer user or any other person who causes damage to the District's sewer collection system that requires replacement or repair of any infrastructure shall be charged all costs, plus 30% for administration and overhead if replacement or repairs are done by the District. Additional citations, fines, or penalties may also apply in accordance with state and county laws, and the Malaga Code.

7. COLLECTION SYSTEM INSTALLATION- DISTRICT

Installation cost if by District, plus 30% (administration and overhead).

MALAGA COUNTY WATER DISTRICT

MASTER SCHEDULE OF FEES, CHARGES, PENALTIES AND RECOVERED COSTS

CHAPTER TWO

WATER

1. RESIDENTIAL (UNMETERED) \$ 19.89 per month
2. TIER 1 BASE RATE (METERED)

The monthly cost of water service based on meter size.

CF = cubic foot = 7.48 gallons; HCF = hundred cubic feet = 748 gallons

| <u>Meter Size</u> | <u>Allocation CF</u> | = | <u>Allocation HCF</u> | <u>Monthly Cost</u> |
|-------------------|----------------------|---|-----------------------|---------------------|
| ¾" | 700 | = | 7.0 | \$ 7.71 |
| 1" – 1 ¼" | 1200 | = | 12.0 | 12.85 |
| 1 ½" | 2300 | = | 23.0 | 25.70 |
| 2" | 3700 | = | 37.0 | 41.13 |
| 3" | 7000 | = | 70.0 | 77.11 |
| 4" | 11,700 | = | 117.0 | 128.52 |

3. TIER 2 QUANTITY CHARGE

The monthly charge (in addition to the Tier 1 Base Rate above) per HCF water usage greater than the base rate allocation.

| <u>Meter Size</u> | <u>Allocation HCF</u> | <u>Cost per HCF</u> |
|-------------------|-----------------------|---------------------|
| ¾" | 7.1 – 20.0 | \$ 1.11 |
| 1" – 1 ¼" | 12.1 – 33.0 | 1.11 |
| 1 ½" | 23.1 – 67.0 | 1.11 |
| 2" | 37.1 – 107.0 | 1.11 |
| 3" | 70.1 – 200.0 | 1.11 |
| 4" | 117.1 – 333.0 | 1.11 |

4. TIER 3 QUANTITY CHARGE

The monthly charge (in addition to the Base Rate and the Tier 2 Rate) per HCF water usage greater than the Tier 1 allocation.

The Tier 2 charge equals the Tier 1 charge plus the Groundwater Sustainability Surcharge as defined in the Malaga Code. The Groundwater Sustainability Surcharge is \$ 0.58/HCF.

| <u>Meter Size</u> | <u>Allocation HCF</u> | <u>Cost per HCF</u> |
|-------------------|-----------------------|---------------------|
| ¾" | > 20.0 | \$ 1.70 |
| 1" – 1 ¼" | > 33.0 | 1.70 |

| <u>Meter Size</u> | <u>Allocation HCF</u> | <u>Cost per HCF</u> |
|-------------------|-----------------------|---------------------|
| 1 ½" | > 67.0 | \$ 1.70 |
| 2" | > 107.0 | 1.70 |
| 3" | > 200.0 | 1.70 |
| 4" | > 333.0 | 1.70 |

5. PRIVATE FIRELINE SERVICES - Base Rate

The monthly rate per area in square feet of the building being serviced.

| <u>Meter Size</u> | <u>Area Allocation (sq ft)</u> | <u>Monthly Cost</u> |
|-------------------|--------------------------------|---------------------|
| 2" Meter | 8,000 | \$ 23.31 |
| 3" Meter | 15,000 | 43.70 |
| 4" Meter | 25,000 | 72.83 |
| 6" Meter | 40,000 | 145.66 |
| 8" Meter | 64,000 | 233.05 |
| 10" Meter | 92,000 | 335.01 |

Additional charge per thousand square feet of building over allowance: \$ 2.82

6. CONNECTION FEE: WATER SERVICE

The fee to install a new water service connection.

| <u>Meter Size</u> | <u>Fee</u> |
|------------------------|-----------------------------------|
| Single Family Dwelling | \$ 1,307.75 each |
| ¾" | \$ 1,867.45 each |
| 1" | \$ 3,175.20 each |
| 1 ¼" | \$ 4,482.96 each |
| 1 ½" | \$ 6,165.88 each |
| 2" | \$ 9,902.35 each |
| 3" | \$ 18,681.85 each |
| 4" | \$ 31,199.74 each |
| 6" and greater | Determined at time of application |

7. CONNECTION FEE: FIRE SERVICE

The fee to install a new water connection for fire suppression service.

| <u>Size</u> | <u>Fee</u> |
|-------------|------------------|
| 2" | \$ 742.61 each |
| 3" | \$ 1,111.02 each |
| 4" | \$ 1,460.20 each |
| 6" | \$ 2,547.48 each |
| 8" | \$ 3,822.82 each |
| 10" | \$ 4,159.06 each |
| 12" | \$ 4,390.86 each |

8. WATER METER FEE

The cost of a water meter supplied by the District. Only approved water meters are permitted. If the District provides the water meter, the cost is the same as the District's cost.

9. MISCELLANEOUS WATER FEES, PERMITS, AND DEPOSITS

The cost of miscellaneous fees, permits, and deposits. All new water service accounts require a water use permit fee and a deposit in addition to the rates and fees listed above in items 1, 2, 5, 6, and 7.

Temporary hydrant use requires the use of a District approved backflow prevention device (BPD) and meter. A deposit is required for a District supplied meter with BPD.

| <u>Item</u> | <u>Cost</u> |
|--|---|
| Water Permit | \$ 33.90 each |
| Deposit: New Residential Account | \$ 19.50 each |
| Deposit: New Commercial Account | \$ one month's base rate per meter size |
| Connection Inspection | \$ 33.90 each |
| Temporary Hydrant Use | \$ 173.30 each |
| Deposit: District hydrant meter with BPD | \$ 1,637.60 each |
| Temporary Hydrant Minimum Charge | \$ 235.90 each |

10. METER TEST DEPOSIT

Upon a customer's request, the fee to test a water meter. The deposit shall be refunded if the meter registers more than two percent (2.0%) higher than it should. The deposit for the meter test is \$133.50 per meter tested.

11. WATER SERVICE RECONNECTION FEE

The fee to resume water service that has been terminated. Water service can be terminated for failure to pay the water bill, or misuse of water as described in the Malaga Code. Other penalties and fines related to misuse of water contained in the Malaga Code may also apply. The water service reconnection penalty is \$ 66.75.

12. LATE PENALTY FEE

The fee for paying the District water/sewer/trash utility bill after the due date is \$10.

13. PRIVATE FIRE PROTECTION INSTALLATION CHARGE- DISTRICT

Installation cost if by District , plus 30% (administration and overhead).

14. PIPELINE INSTALLATION CHARGE - DISTRICT

Installation cost if by District, plus 30% (administration and overhead).

15. TEMPORARY WATER SERVICE FEES

Temporary water service may be provided at the discretion of the General Manager for water service that has been terminated or for other reasons. For water service that has been terminated, the following fees are in addition to the water service reconnection fee in item 11 above.

A. Application

A non-refundable application fee is required at the time the application is submitted. The application for temporary water service will not be processed without payment of the application fee. The application fee for processing an application for temporary water service is twenty-five dollars (\$25.00).

B. Deposit

A deposit of four hundred dollars (\$400) or an amount determined by the Manager must be paid before a permit for temporary water service may be issued.

C. Rate

The rate for temporary water service is \$16.58 for the first HCF and \$ 1.15 per HCF > 1.0 HCF.

MALAGA COUNTY WATER DISTRICT

MASTER SCHEDULE OF FEES, CHARGES, PENALTIES AND RECOVERED COSTS

CHAPTER THREE

PARK AND RECREATION FACILITIES: FEES, RENTALS, AND DEPOSITS

| <u>FACILITY</u> | <u>RATE</u> | <u>DEPOSIT</u> |
|----------------------------|---|-------------------|
| 1. Multi-Purpose Room | \$75/Hr (4 hour minimum) \$50/Hr set-up/cleaning (2 hour min/max per day) \$125/Hr after 8 hours and Holidays | \$ 400 |
| 2. Annex Room | \$25/Hr with #1, \$50/Hr alone (4 hour minimum) \$50/Hr set-up/clean-up (2 hours min/max per day) \$100/Hr after 8 hours and Holidays | 200 \$100 w/#1 |
| 3. Kitchen | \$25/Hr with #1 or #2, \$50/Hr alone (4 hour minimum) | 100 |
| 4. La Cantina | \$25/Hr with #1 or #2, \$50/Hr alone (4 hour minimum) | 50 |
| 5. Meeting Room | \$25/Hr with #1 or #2, \$50/Hr alone (2 hour minimum) | 50 |
| 6. Picnic Area and BBQ | \$25/Hr (4 hour minimum) | 50 |
| 7. Unsheltered Picnic Area | \$25/Hr (4 hour minimum) | 50 |
| 8. Gazebo | \$25/Hr (4 hour minimum) | 50 |
| 9. Park Table #1 | \$25 daily rate | 25 |
| 10. Park Table #2 | \$25 daily rate | 25 |
| 11. Park Table #3 | \$50 daily rate | 50 |
| 12. Park Table #4 | \$50 daily rate | 50 |
| 13. Park Table #5 | \$50 daily rate | 50 |
| 14. Park Table #6 | \$50 daily rate | 50 |
| 15. Park Table #7 | \$25 daily rate | 25 |
| 16. Playground Area | \$25/Hr (4 hour minimum) | 50 |

| <u>FACILITY</u> | <u>RATE</u> | <u>DEPOSIT</u> |
|---|--|----------------|
| 17. Pool | \$50/Hr (2 hour minimum) *Lifeguards additional at cost | 50 |
| 18. General Field Area And Baseball Fields (each) | \$25/Hr no lights \$40/Hr with lights (2 hour minimum) | 25 |
| 19. <u>Multi-Purpose Room or Other Facilities for Memorial Services</u> | | |

Subject to the approval of the General Manager, a resident of Malaga, or a deceased resident's immediate family, may use the Multi-Purpose Room or other facilities without charge for memorial or similar services for a deceased grandparent, parent, child, spouse or domestic partner, or sibling.

MALAGA COUNTY WATER DISTRICT

SCHEDULE OF FEES, CHARGES, PENALTIES, AND RECOVERED COSTS

CHAPTER FOUR

SOLID WASTE

1. RESIDENTIAL

\$ 24.97 PER MONTH

**MALAGA COUNTY WATER DISTRICT
MASTER SCHEDULE OF FEES, CHARGES, PENALTIES AND RECOVERED COSTS**

CHAPTER FIVE

PENALTIES AND CITATIONS

1. General Penalties. The penalties for violating any provision of the Malaga Ordinance Code are set forth in Chapter 7 of Title One of the Malaga Code. Nothing set forth in this Master Schedule of Fees, Charges, Penalties and Recovered Costs shall limit or restrict the District's authority or ability to utilize any other penalty or remedy available to it at law.

2. Administrative Citations. The violation of any provision of the Malaga Code is subject to an Administrative Citation and administrative fine. The administrative fines for violating the Malaga Code are as follows:
 - a. Every violation of the Malaga Code, unless otherwise defined, is punishable by:
 - (1) a fine not exceeding \$100 for a first violation;
 - (2) a fine not exceeding \$200 for a second violation of the same ordinance within one (1) year; and
 - (3) a fine not exceeding \$500 for each additional violation of the same ordinance within one (1) year;

 - b. Notwithstanding the foregoing, any violation of an Individual Wastewater Discharge Permit, Pretreatment Standard, compliance order, or any other order is subject to the following penalties:
 - (1) a fine of \$1,000 per day, per violation. Each day a violation exists shall constitute a separate violation and in the case of a monthly or a long-term average violation of a Discharge limit, fines shall accrue for each day during the period of the violation.

 - c. Watering/Water Wasting Violations:
 - (1) penalties for violating the District's Water Waste Ordinance Section 2.07.070 shall be as follows:
 - (a) first violation, warning;
 - (b) second violation within a one (1) year period - \$25 fine;
 - (c) third violation within one (1) year - \$50 fine;
 - (d) fourth violation within one (1) year - \$100 fine;
 - (e) fifth violation within one (1) year - \$200 fine;
 - (f) for the sixth and each additional violation within one (1) year - \$500 fine.

MALAGA COUNTY WATER DISTRICT

MASTER SCHEDULE OF FEES, CHARGES, PENALTIES AND RECOVERED COSTS

CHAPTER SIX

CHARGES FOR ADMINISTRATIVE, LEGAL AND ENGINEERING SERVICES

The following charges for administrative, legal and engineering costs incurred by the District in processing requests/applications for services by private individuals/developers, unless otherwise indicated, are as follows:

1. Water Service. The following fees shall apply to applications or requests by individuals/developers related to water service:
 - a. Review contracts, plans or miscellaneous research/reviews:
 - i. legal fees \$200/hour;
 - ii. engineering fees \$200/hour
 - iii. staff fees \$100/hour.
2. Sewer Service. The following fees shall apply to all requests by individuals/developers for services related to sewer service:
 - a. Review/draft contracts/agreements:
 - i. legal fees \$200/hour;
 - ii. engineering fees \$200/hour;
 - iii. staff fees \$100/hour.
 - b. Review plans:
 - i. legal fees \$200/hour;
 - ii. engineering fees \$200/hour;
 - iii. staff fees \$100/hour.
 - c. Miscellaneous research/reviews:
 - i. legal fees \$200/hour;
 - ii. engineering fees \$200/hour;
 - iii. staff fees \$100/hour.
3. Annexation. Fees related to annexations shall be as follows:
 - a. District annexation application fee \$200 per acre to be annexed.
 - b. \$ 10.85 per frontage foot existing water main; construction cost of new water main.
 - c. \$ 13.15 per frontage foot existing sewer main; construction cost of new sewer main.
 - d. Administrative, engineer, and legal review costs per items 1, 2, and 4.
 - e. LAFCo annexation fees at District cost
4. Construction Review. Fees for review of construction shall be based on the District Engineer's approved estimate of construction costs as follows:

| Estimated Construction Costs As Approved by District Engineer | Estimated Construction Review Fee |
|--|---|
| \$0 - \$5,000 | 10% of cost |
| \$5,000 - \$25,000 | \$600 + 6% of amount over \$5,000 |
| \$25,000 - \$100,000 | \$2,000 + 6% of amount Over \$25,000 |
| \$100,000 - \$250,000 | \$6,000 + 6% of amount Over \$100,000 |
| Over \$250,000 | \$15,000 + 5% of amount Over \$250,000 |

NOTE:

The Schedule of Construction Review Fees is provided as reference only. Construction activities are not directed by the District and are not under the control of the District. The District is due the fees incurred during the course of review of construction activities.

5. Additional Costs.

- a. Any meeting or conference held between the District and requesting party or his or her representative(s) and District staff shall be reimbursed by the individual requesting the service. The District staff, engineer and legal counsel will be reimbursed at the rates set forth above.
- b. Other Items. Costs incurred by the District related to requests for services not covered herein shall be determined, by the Board, at the time of the request.

6. Deposits. The District may require deposits for the processing of requests for services as set forth in this Chapter at an amount determined by the District. If, in the course of the project it is determined that the costs for the services requested will be in excess of the amount deposited, the requesting party shall be notified and will be required to make an additional deposit in an amount requested before any further work on the request proceeds. Failure of the requesting party or property Owner to make or maintain a deposit as required by the District shall result in the cessation of work on the request/project.

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE MALAGA COUNTY
WATER DISTRICT AND JAMES D ANDERSON**

THIS AGREEMENT is effective as of September 22, 2019 (the "Effective Date"), at Malaga, Fresno County, California between the Malaga County Water District (hereinafter referred to as the "District") and James D Anderson (hereinafter referred to as "Consultant").

RECITALS

A. District is a county water district duly organized and existing under §30000, et seq., of the Water Code of the State of California.

B. In addition to water, sewer and solid waste services, the Malaga County Water District is also authorized to organize, promote, conduct and advertise programs of community recreation including the establishment of systems of recreation including recreation centers, parks, parkways and other recreational facilities pursuant to Water Code §31133.

C. The Districts General Manager contract with the District will expire on September 21, 2019.

D. The District desires to contract with Consultant to provide General Manager Services until such time as a new General Manager is hired by the District and that consultant will provide advice and counsel to the new General as described in the Scope of Work section below.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. NATURE OF CONSULTING AGREEMENT/SCOPE OF WORK:

1.1 The District engages Consultant to perform the tasks as set forth below.

1.2 To work with the Districts General Manager as needed to ensure an efficient transition in leadership, including but not limited to the following:

1.2.1 Brief General Manager on all aspects of District operations including but not limited to:

1.2.1.a Water department operations;

- 1.2.1.b Sewer department operations;
- 1.2.1.c Pretreatment department operations;
- 1.2.1.d Recreation department operations;
- 1.2.1.e Accounting and Administration department operations;
- 1.2.1.f Facilities Maintenance department operations;
- 1.2.1.g Malaga Code; Sewer Use Ordinance;
- 1.2.1.h District Policies and Procedures;
- 1.2.1.i Meeting/Brown Act Procedures;
- 1.2.1.j Board Meeting Agendas;
- 1.2.1.k Sustainable Groundwater Management (SGMA);
- 1.2.1.l Surface water access agreements;
- 1.2.1.m Water Board, Local Inter-Agency, Non-Profit, and Non-Governmental Organization (NGO) Relationships;
- 1.2.1.n Community Development Grant (CDBG) projects;
- 1.2.1.o Prop 68 Malaga Park Project;
- 1.2.1.p Municipal Services Review;
- 1.2.1.q Contract services;
- 1.2.1.r Key local businessmen and contacts;
- 1.2.1.s Fresno and Fowler Unified School District relationships;
- 1.2.1.t Staff personnel reviews;
- 1.2.1.u Administration-Elected Official Relationships

1.2.2 Introduce General Manager to all District department heads and Staff.

1.2.3 Brief General Manager on most recent staff performance evaluations.

1.2.4 Brief General Manager on all current or pending projects including but not limited to:

- 1.2.4.a Construction/improvement projects.
- 1.2.4.b Annexation applications.
- 1.2.4.c Regulatory applications (Pretreatment).

1.2.5 Brief General Manager on all entities, groups and organizations the District is a member/interest party:

- 1.2.5.a NKGSA
- 1.2.5.b IRWM

1.2.6 Complete the following administrative projects currently pending:

- 1.2.6.a Complete District Policy and Procedure Manual Review and submit draft to Board for review/action.
- 1.2.6.b Update job descriptions for each position at the District and submit draft to Board for review/action.
- 1.3 To serve as the interim General Manager until the appointment of a New General Manager by the District.
- 1.4 Perform any and all other duties assigned to the Consultant from time to time by the General Manager or the Board.

2. TERM

2.1 This Agreement shall remain in full force and effect from the Effective Date hereof for no longer that sixty (60) days or until terminated by the Employer or Consultant as provided in Section 3 of this Agreement.

2.2 The Consultant is an At-Will Consultant and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Consultant at any time subject only to the provisions set forth in Section 3 of this Agreement.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Consultant to resign at any time from this position with Employer, subject only to the provisions set forth in Section 3 of this Agreement.

3. Termination of Agreement

3.1 This Agreement may be terminated by either party at any time by giving the other party written notice. Termination shall be effective immediately upon notice unless the parties hereto otherwise agree, in writing.

4. Independent Contractor. Consultant is and shall perform said services under this Agreement as an independent contractor. Consultant shall follow the highest standards and practices of Consultant's profession to make findings, provide opinions, make factual presentations and provide professional advice and recommendations consistent with said standards and practices. Consultant is engaged to render the services and any payments made by the District are compensation solely for the services rendered.

5. Data to be Furnished to Consultant. All existing available information, data, reports, records and maps in possession or control of District and which may assist

Consultant in the performance of the services shall be furnished to Consultant without charge by District. District shall cooperate with Consultant as it performs the services.

6. Compensation. District agrees to pay Consultant for all the services rendered by Consultant as described in this Agreement and Consultant agrees to accept as full payment for the services described herein Seventy-Five Dollars (\$75.00) per hour. Consultant shall prepare and submit invoices stating the hours billed and work completed by Consultant to the District weekly, at or before 5 p.m. each Monday for the previous weeks work during the Term of this Agreement. All hours worked and invoiced amounts to be paid are subject to review and approval of the District. Invoices submitted by Consultant shall be reviewed by the District and Consultant shall be paid for all hours approved by the District within seven (7) business days following approval. Total compensation under this Agreement shall not exceed fifteen thousand dollars (\$15,000.00) unless the Agreement is amended by the Parties, in writing.

7. Possession of Materials Prepared Under the Contract. It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by Consultant under this Agreement shall, upon completion of the services to be performed, or upon termination of this Agreement for any reason, be turned over to the District provided that Consultant may, at no additional expense to District, make and retain such copies thereof as desired.

8. Communications. All communications dealing with the substance of the services to be performed under this Agreement shall be through the Board of Directors or their representative.

9. Assignability. Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by either party, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver or creditor or either party, whether by operation of the law or otherwise, without the prior written consent of the other party. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such prior consent shall be null and void and of no force and effect and shall constitute a material breach of this Agreement.

10. Interest of Consultant. Consultant covenants that neither he, nor any of his employees, agents or representatives presently have any interest and shall not acquire any interest, direct or indirect, whether as a proprietor, partner, investor, stockholder, director, officer, employee, consultant, independent contractor, co-venturer, financier, employer, agent, representative or otherwise, which would conflict in any manner or degree with the performance of the services rendered or to be performed under this Agreement.

11. Findings Confidential. Any report, information, data, etc., given to or prepared or assembled by Consultant under this Agreement which District requests to be

kept as confidential shall be confidential and shall not be made available to any individual, organization, or entity by the Consultant without the prior written approval of District.

12. Governing Law. The validity, performance and construction of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made and to be performed therein.

13. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such subject matter, and no addition to or modification or waiver of any provisions of this Agreement shall be binding on either party unless made in writing and executed by Consultant and a duly authorized agent of District.

14. Attorney's Fees. In the event that either party hereto shall commence any legal action or proceeding against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this Agreement by it to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, a reasonable attorney's fee to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if any. As used herein, "the party prevailing," means the party in whose favor final judgment is rendered.

15. Notice. All notices and other communications hereunder shall be deemed to have been given when delivered personally, at the time confirmed for delivery if by telegram or telex, or if mailed by depositing the same in the United States mail, certified or registered mail, return-receipt requested, postage prepaid and addressed as follows:

District: Malaga County Water District
3580 S. Frank Street
Fresno, CA 93725

Consultant: James D. Anderson
1576 N. Poplar Avenue
Fresno, CA 93728

The parties hereto may change their address as set forth in this paragraph by providing the other party with written notice thereof.

16. GENERAL PROVISIONS

16.1 Non-Assignment. Consultant's duties and obligations under this Agreement are personal and not assignable.

16.2 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties and contains all of the terms and conditions of the parties' agreement. This Agreement is the complete and final expression of the parties' agreement and supersedes all prior or contemporaneous oral or written negotiations, discussions, representations, or agreements, if any. Consultant acknowledges that he/she has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

This Agreement, and any and all terms and conditions contained herein, may only be changed, revoked, amended, or superseded by a written document signed by both Consultant and the President of the Board following approval of the Board.

16.3 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. Jurisdiction shall be in the County of Fresno.

16.4 No Waiver. No party's failure to enforce any provision or provisions of this Agreement will be construed in any way as a waiver of any such provision or provisions, or prevent that party thereafter from enforcing each and every provision of this Agreement.

16.5 Partial Invalidity. The invalidity or unenforceability of any provision or portion of this Agreement will not affect the validity or enforceability of the other provisions or portions of this Agreement.

16.6 Interpretation. No interpretation or construction of any provision or provisions of this Agreement will be influenced by the identity of the party drafting the Agreement.

16.7 Headings. Paragraph headings used in this Agreement are for convenience only and shall not be considered part of the terms of the Agreement.

16.8 Conflict With District Policy. If there is any conflict between the terms of this Agreement and District Policies, including policies related to compensation, benefits and other personnel matters, this Agreement shall control.

IN WITNESS WHEREOF, the Malaga County Water District has caused this Agreement to be signed and executed on its behalf by the President of the Board of Directors.

DISTRICT:

MALAGA COUNTY WATER DISTRICT

By _____
Charles Garabedian, Jr., President

Date:

CONSULTANT:

By _____
James D. Anderson

Date:

APPROVED AS TO FORM:

Neal E Costanzo, District General Counsel

DRAFT

RESOLUTION 08-27-2019A

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT APPROVING AN AGREEMENT WITH JAMES D. ANDERSON FOR CONSULTING SERVICES AS INTERIM GENERAL MANAGER

WHEREAS, the District's General Manager, James D. Anderson, retires at the end of his current employment contract on 20 September 2019; and

WHEREAS, the Board of Directors and the General Manager have agreed that it is in the best interests of the District that James D. Anderson be retained as a consultant to provide General Manager Services and to effectuate a planned, orderly transition to a new General Manager; and

WHEREAS, the District and the General Manager have agreed to the terms of an Agreement for Consulting Services ("Agreement"), to facilitate a planned, orderly transition, and a true and correct copy of the Agreement is attached hereto and incorporated by this reference herein as Attachment A; and

WHEREAS, the Board of Directors of the Malaga County Water District desires to and hereby does approve the Agreement as attached to this Resolution.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT, as follows:

1. That the forgoing recitals are true and correct and incorporated by this reference herein as though fully set forth at this point.
2. That the Board of Directors of the Malaga County Water District hereby approves the Agreement for Consulting Services attached hereto as Attachment A.
3. The Board of Directors hereby designates James D. Anderson as the interim General Manager of the District until the appointment of a new General Manager or the termination of the Agreement.

4. The Board of Directors of the Malaga County Water District hereby authorizes the President of the Board of Directors to sign the Agreement on behalf of the District.

Passed and adopted by the Board of Directors of the Malaga County Water District at their meeting held on this 27th day of August 2019, by the following vote:

AYES:

NOES:

ABSENT:

Charles Garabedian, Jr., President
Malaga County Water District

ATTEST:

James D. Anderson, General Manager-
Secretary of the Board of Directors
Malaga County Water District