

15 November 2015

Investigation Report: Sewer Lateral Blockage 3146 E Olney Ave

Findings of Fact:

1. That on 7 May 2017 it was reported that the sewer lateral at 3146 E Olney was clogged.
2. That the District responded to the call and determined that the sewer system was unobstructed and flowing normally.
3. That the property owner was advised that clearing any obstruction in the sewer lateral was the property owner's responsibility.
4. That on 21 October 2017 a second report was received that the sewer lateral was clogged at 3146 E Olney.
5. That the District responded to the call in the same manner as before and made the same determination.
6. That on 22 October 2017 the General Manager and the Maintenance Supervisor were approached by the property owner that he had done all he could to attempt to clear the sewer lateral blockage, but that he was unable to.
7. That on 22 October 2017 the Maintenance Supervisor assisted the property owner to attempt to clear the blockage. It was determined that the blockage existed between the lateral clean-out on the property and the sewer main (off-property).
8. That the District called Vern's Plumbing on 22 October 2017 to investigate the blockage.
9. That Vern's Plumbing determined the blockage was located beyond the property line and downstream of the sewer clean-out, and that trenching would be required to find the blockage in the sewer lateral in the alley.
10. That on 27 October 2017 Vern's Plumbing located the blockage downstream of the clean-out at a point in the sewer lateral in the alley. The blockage was due to a softball being stuck in the sewer lateral pipe.

Determinations:

1. That the only way the softball could have entered the sewer lateral was through the clean-out on the property.
2. That persons living on the property removed the cover of the clean-out, placed the softball inside, and replaced the cover to sabotage the sewer lateral; or
3. That persons not living on the property placed the softball into the clean-out for the same purpose.

Assumptions:

1. That the probability of persons living on the property caused the blockage is < 50%.
2. That the probability of persons not living on the property caused the blockage is > 50%.

Conclusion:

1. That mischievous behavior by persons not living on the property caused the blockage.

Recommendations:

1. That the costs to clear the blockage should be paid by the District.
2. That the property owner be advised that vigilance should be maintained to prevent further sewer lateral blockages. Future blockages may become the property owner's expense.

Superior Sanitary Services Inc.

P.O. Box 9511
Fresno, CA 93792
(559)275-0463

Invoice

Date	Invoice #
11/14/2017	14260

Bill To
Malaga Water Dist. 3580 S. Frank Fresno Ca. 93725

P.O. No.	Terms	Project
	Due on receipt	Malaga Watre Dist Rental

Quantity	Description	Rate	Amount
2	Rental of stationary unit 10-24-17 to 11-14-17	5.00	10.00T
2	Service of stationary unit	16.25	32.50
1	Delivery of portable restrooms 10-24-17	45.00	45.00T
1	Pick up of portable restrooms 11-1-17	45.00	45.00T
	Sales Tax	7.975%	7.98
Renter is responsible for damage fire & theft Late payment are subject to a monthly finance charge		Total	\$140.48

** RETURN WITH PAYMENT **

VERN'S PLUMBING, HEATING & AIR
3505 W ASHLAN
FRESNO, CA 93722-4467

INVOICE NUMBER: 174132
INVOICE DATE: 10/23/2017

ORDER NUMBER: 174729
ORDER DATE: 10/23/2017

CUSTOMER NUMBER: 16143

SOLD TO:
MALAGA WATER DISTRICT
3580 S FRANK
FRESNO, CA 93706

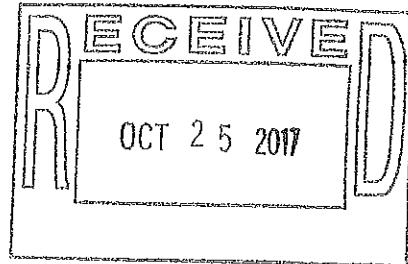
CUSTOMER P. O.

TERMS:
NET 15 DAYS

INVOICE ATTACHED: 95.00

JOB ADDRESS:
3146 E OLNEY
CENTRAL/CHESTNUT IN MALAGA

*57150-S
Sewer Rep/Inn Olney
Property. Special
Billing*



SECTION 7

9505 W. Ashlan Ave., Fresno, CA 93722 559-228-8376 Fax 559-228-1554

Contractor's Lic. #303247

info@overspawning.net

Visit our website at www.vernsplumbing.net

[illegible]

SNOWBIRD

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N/
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2020-2021

ACCEPTED DECLINED

Vern's plumbing is not responsible for any damages to any unseen or unknown piping, electrical, communication lines, gas lines, sprinkler lines and their connections, plants, shrubs, grass, trees or any kind of landscaping.

* Service call warranty - 30 days labor,

we do not install parts only. we do not warranty on sewer & drain

Customer Initials

TERMS: Net 15 days from the date of invoice. Subject to a 2% per month or 24% per Annum FINANCE CHARGE ON ALL PAST DUE ACCOUNTS. THESE TERMS AND CONDITIONS represent that he is the owner or the duly authorized agent of the owner and that he has read the TERMS AND CONDITIONS above and hereof and agrees thereto. I hereby acknowledge the satisfactory completion of the described work and the charges on this invoice. I agree to pay reasonable charges for collection, including attorney's fees in the event of default. Signing this document indicates acceptance of terms and satisfaction with the completion of work requested.

Signature of Owner or Authorized Representative

** RETURN WITH PAYMENT **

VERN'S PLUMBING, HEATING & AIR
3505 W ASHLAN
FRESNO, CA 93722-4467

INVOICE NUMBER: 174061
INVOICE DATE: 10/27/2017

ORDER NUMBER: 174733
ORDER DATE: 10/23/2017

CUSTOMER NUMBER: 16143

SOLD TO:
MALAGA WATER DISTRICT
3580 S FRANK
FRESNO, CA 93706

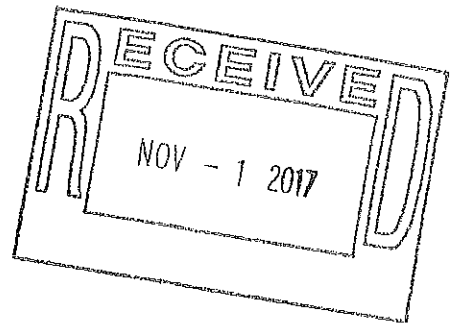
CUSTOMER P. O.

TERMS:
NET 15 DAYS

INVOICE ATTACHED: 1,340.01

JOB ADDRESS:
3146 E OLNEY
CENTRAL/CHESTNUT IN MALAGA

*Rep/with Olney
Property*



*Special
Billing*

57150-S

VERN'S PLUMBING

HEATING, AIR CONDITIONING & DUCT CLEANING

3505 W. Ashlan Ave., Fresno, CA 93722 559-228-8376 Fax 559-228-1554

Contractor's Lic. #303247

info@vernsplumbing.net

Visit our website at www.vernsplumbing.net

Name: J. L. LALA WATER DISTRICT
 Address: 1000 E OLIVE Apt. #
 City: LALA Zip: Phone:
 DESCRIPTION OF WORK:
 DOWN TO MAIN LINE AT THE
 IN THE ALLEY TO FIND
 SEWER STUCK IN THE LINE
 REPAIRED & TESTED
 NO LEAKS

BRAND: DIMENSIONS:

MODEL # S/N #

MODEL # S/N #

RECOMMENDATIONS:

ACCEPTED DECLINED

Vern's plumbing is not responsible for any damages to any unseen or unknown piping, electrical, communication lines, gas lines, sprinkler lines and their connections, plants, shrubs, grass, trees or any kind of landscaping.
 Service call warranty - 30 days labor,
 30 days installed parts only.
 Exclusions: no warranty on sewer & drain Customer Initials

TERMS: Net 15 days from the date of invoice. Subject to a 2% per month or 24% per annum FINANCE CHARGE ON ALL PAST DUE accounts. THESE TERMS AND CONDITIONS represent that he is the owner or the duly authorized agent of the owner and that he has read the TERMS AND CONDITIONS above and hereby agrees thereto. I hereby acknowledge the satisfactory completion of the described work and the charges on this invoice. I agree to pay reasonable charges for collection, including attorney's fees in the event of default. Signing this document indicates acceptance of terms and satisfaction with the completion of work requested.

Signature of Owner or Authorized Representative

INVOICE # 174061

Authorized to start work - 1 hr. Min. - At \$ 95 an hour per man.

Authorization for 2nd Man to start work at \$ 95 per hour.

X *[Signature]*

Name of Part	No. of Items	Unit	Cost
4" ABS PIPE	2 ft	420	8.40
4" CLAY x ABS STRONG BACK			78.00
11" ABS x ABS STRONG BACK			78.00
3 men 7 1/2 hrs @ 95			
MATERIAL			164.40
TAX 7.475%			13.44
SERVICE 7 1/2			71.25
2ND MAN			
TRAVEL			
EQUIPMENT			
BACKLOG			450.00
TOTAL COST			\$ 1344.00

☐ Cash ☐ Check No. EXP

☐ Credit Card - Auth. #

☒ Charge Acct. # 16143

30 DAY LABOR WARRANTY ☐ YES ☐ NO

Purchase Order #

Time In 815 AM PM

Time Out 1045 AM PM

DATE JOB COMPLETED 10/27/17

Serviceman # 507

Thank you for choosing Vern's

Sewer Call Form

Date 05-07-17 Time 1006 Employee Name: PEREZ
 Resident's Name: _____ Resident Contacted: ☒ Yes ☐ No
 Address: 3146 E. OLNEY Phone #: (559) 349-2649
 Cross Street: S HARDING / S CALVIN
 Main Line Location Between Manholes (GIS Numbers):
 SMH - 121 TO SMH - 122
 Distance Hose Travel: _____ FT Direction: ☐ N ☐ S ☐ E ☐ W
 Debris Type: _____
 Pipe Material Type: VCP Pipe Diameter: 6"
 MH'S FLOWING WELL; RESIDENT'S CLEAN OUT FULL (4" PVC)

Date 10-21-17 Time 1645 Employee Name: PEREZ
 Resident's Name: RAY Resident Contacted: ☒ Yes ☐ No
 Address: 3146 E. OLNEY Phone #: (559) 349-3640
 Cross Street: S HARDING / S CALVIN
 Main Line Location Between Manholes (GIS Numbers):
 SMH - 121 TO SMH - 122
 Distance Hose Travel: _____ FT Direction: ☐ N ☐ S ☐ E ☐ W
 Debris Type: _____
 Pipe Material Type: VCP Pipe Diameter: 6"
 MH'S FLOWING WELL; RESIDENT HAD SNAKE IN CLEAN OUT & WHITE
 CLEAN OUT BY FENCE FULL (4" PVC)

Date _____ Time _____ Employee Name: _____
 Resident's Name: _____ Resident Contacted: ☐ Yes ☐ No
 Address: _____ Phone #: ()
 Cross Street: _____
 Main Line Location Between Manholes (GIS Numbers):
 SMH - _____ TO _____ SMH - _____
 Distance Hose Travel: _____ FT Direction: ☐ N ☐ S ☐ E ☐ W
 Debris Type: _____
 Pipe Material Type: _____ Pipe Diameter: _____

Date _____ Time _____ Employee Name: _____
 Resident's Name: _____ Resident Contacted: ☐ Yes ☐ No
 Address: _____ Phone #: ()
 Cross Street: _____
 Main Line Location Between Manholes (GIS Numbers):
 SMH - _____ TO _____ SMH - _____
 Distance Hose Travel: _____ FT Direction: ☐ N ☐ S ☐ E ☐ W
 Debris Type: _____
 Pipe Material Type: _____ Pipe Diameter: _____

January February March April May June July August September October November December

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

05-03-17

CATERPILLAR MAINTENANCE MAN ON SITE TO WORK ON
EMERGENCY GENERATOR

1664 SCADA CALL OUT, AERATION BASIN 3 LOW D.O. MADE
MINOR ADJUSTMENTS TO AIR DOWN LEGS

5/4/17

RS-FC = CLOSED POND # 1
OPENED POND # 7

CW change oil on screw pumps 1 and 2
CW + FC Wash down

5-5-17

0600 CW + FC start

RS READINGS SPRAY POWN CHANGED TO
BLOWER # 3 FOR BETTER SOLIDS MIXING
CALLED BLUEBOOK & ORDERED PADS (SOLIDS)
RUBBER GLOVES

CW + FC Clean ~~lines~~ lines all day

RS LAB & Primary.

05-06-17

SP WEEKEND DUTIES 0600-0930

05-07-17

SP WEEKEND DUTIES 0700-0900

1066 CALL FROM (681) 325-3239 ANSWERING
SERVICE RE: SEWER CALL @ 3146 E OLNEY
349-2649. MH-121 & MH-122 FLOWING WELL.
RESIDENT CLEAN OUT FULL

January	February	March	April	May	June	July	August	September	October	November	December																			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

16-19-17

BARSREEN FLOATS NOT WORKING PROPERLY, UNIT RUNNING LONGER CYCLES. CWIQS

CW - install tractor weights on front of tractor
 CW - Wash down plant
 CW - pump out 1 ft of water of scum grease tank

RS LAB, CWIQS, ADJUSTED GAS PIPES
 SPRAY DOWN,

10-20-17

RS/CW/RE - WEED APARTMENT Pond #7

RS-FL-LAB CLEAN OFFICE & LAB, Sweep SHOP
 CWIQS

CW - EXCHANGED FLOATS FOR BAR SCREEN

10-21-17

SP WEEKEND DUTY 0900-1030

VISUAL SURVEILLANCE OF TWO BUSINESS ISLAND POOLS
 GATE OPEN - 6 VEHICLES ON SITE, BLDG CLOSED.
 1045 CALL FROM (GGI) 325-3239 ANSWERING SERVICE RE:
 SEWER CALL @ 3146 E. OLNEY (RAY 349-3640)
 MH-121 & MH-122 FLOWING WELL NO SIGN OF BLOCKAGES.
 RESIDENT HAD SNAKE IN CLEAN OUT & STATED HE WENT
 THROUGH MAIN AND BLOCKAGE NOT CLEARED. HEALTH HAZARD
 FOR HIS FAMILY WILL TALK TO JIM AND BOARD MEMBERS TO
 CORRECT PROBLEM, CALLED JIM @ 1735 TO INFORM HIM.

10-22-17

SP WEEKEND DUTY 0830-1000

VISUAL SURVEILLANCE OF TWO BUSINESS - NO ACTIVITY
 GATES CLOSED & BLDG DOORS CLOSED.



item 4.c

RESOLUTION NO. 12-12-2017

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MALAGA COUNTY WATER DISTRICT
APPROVING AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING
WITH THE COUNTY OF FRESNO
ARRIAGA COMMUNITY CENTER - CDBG PROJECT NO. 17451**

WHEREAS, the Malaga County Water District has received a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development; and

WHEREAS, the County of Fresno, Department of Public Works and Planning, Community Development Division (County), has been designated as the sponsoring agency to administer and implement the CDBG Program; and

WHEREAS, The County and the District desire to enter into an agreement whereby \$250,000 in CDBG funds will be made available to the District for Arriaga Community Center Roof and Air Conditioning Project No. 17451 (Project).

**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 herein by this reference as though fully set forth at this point.
2. That the Malaga County Water District Board of Directors hereby approves an Agreement with the County of Fresno substantially in the form as shown in attached Exhibit A.
3. That the General Manager is authorized to sign the Agreement on behalf of the District and provide County with documentation demonstrating Project expenses and request reimbursement from the County for the same.

This Resolution is approved and adopted this 12th day of December, 2017, at the regular meeting of the Malaga County Water District, by the following vote, to wit:

AYES:

NOES:

ABSENT:

Charles Garabedian, President of the Board of Directors,
Malaga County Water District

ATTEST:

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

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I. PROJECT DESCRIPTION, LOCATION AND BUDGET

A. The Project will add polyurethane foam over the existing metal roof to provide insulation and seal leaks. The project will also replace existing evaporative coolers with an air conditioning system. The Project is located at the Malaga Arriaga Community Center, 3582 South Winery Avenue. The improvements will eliminate leaks in the roof, and provide a cooler and more comfortable environment for users of the center.

B. The Project site is owned by the District.

C. The work to be funded with CDBG funds is as follows:

1. Obtain all necessary permits.
2. Perform all necessary design engineering, including, but not limited to, surveying; testing; preparation of plans, specifications, and cost estimates; bid documents and a cost or price analysis; review of bids and recommendation for award.
3. Prepare and advertise Project bid notices and award construction contracts including, but not limited to, the printing of bid documents; publishing of notices; and preparation of bid summary.
4. Perform all construction engineering including, but not limited to, shop drawing review and approval; contract change order preparation; surveying; staking; inspection; soil testing; materials testing; preparation of "as-built" drawings; labor compliance; and contract administration.
5. Provide related eligible improvements.

D. The Project budget is estimated to be as follows:

Construction	\$190,000
Design & Construction Engineering	53,000
Contingency, Permits & Miscellaneous	<u>17,000</u>
Total	\$260,000

E. Notwithstanding the estimates described in the above preliminary Project budget, payments for the Project from CDBG funds will be based on the actual costs and shall not exceed the total amount of \$250,000.

III

1 F. The proposed funding for the Project will be provided from the following
2 sources:

CDBG	\$250,000
Local Financial Contribution	<u>10,000</u>
Total	\$260,000

3
4
5 G. Prior to any changes that may occur which would modify the scope of the
6 Project, the District shall submit a written request to the County. The District shall send its written
7 request to:

8 Community Development Grants
9 County of Fresno
10 Department of Public Works and Planning
11 Community Development Division
2220 Tulare Street, 6th Floor
Fresno, CA 93721

12 If the Director of the County Department of Public Works and Planning determines the modified
13 Project is still eligible under the Federal CDBG regulations, the Director is authorized to permit
14 such modifications. The County shall specify in a letter to the District that any modifications to the
15 scope of the Project are authorized and that the District may proceed.

16 II. OBLIGATIONS OF THE COUNTY

17 A. The County shall provide up to, but not more than, \$250,000 from available
18 CDBG funds for the Project. All funds shall be paid in accordance with Section V of this Agreement.

19 B. The County shall review, within thirty (30) calendar days of receipt from the
20 District, the engineer selection process description and summary of the analysis as prepared by
21 the District to verify that a competitive process was conducted in accordance with U.S. Department
22 of Housing and Urban Development (HUD) procurement standards. The County shall specify in a
23 letter to the District that these conditions have been met and that the engineering contract can be
24 awarded.

25 C. The County shall review, within forty-five (45) calendar days of receipt from
26 the District, the design plans and specifications for the Project as prepared by the District for
27 compliance with Federal regulations, conformance with applicable code requirements sufficient to
28 allow for construction-related permit issuance, and the total Project cost estimate to ensure

1 sufficient funds are available to complete the Project. The County shall specify in a letter to the
2 District that these conditions have been met and that the Project can be advertised.

3 D. The County shall also review, within twenty-one (21) calendar days of
4 receipt from the District, the name of the low bidder and cost or price analysis of the low bid
5 proposal prepared by the District to determine whether the contractor will be reasonably
6 compensated in accordance with Federal requirements, and to verify that the contractor is bonded
7 and has not been disbarred or suspended from participating in Federal projects. The County shall
8 specify in a letter to the District that the conditions of this Section have been met and that the
9 contract can be awarded.

10 E. The County shall attend the pre-construction meeting between the District
11 and the contractor to discuss labor compliance requirements for the Project, Project monitoring,
12 and to inform the District and contractor that the County will conduct field reviews to ensure labor
13 compliance and other conditions of the construction contract are being met.

14 F. The County shall conduct periodic inspections of the Project, as may be
15 required, to ensure that the intended use and group of beneficiaries of the Project have not
16 changed. Upon completion of the Project, but prior to the District's acceptance of the Project, the
17 County shall conduct a final inspection of the Project. The County shall specify in a letter to the
18 District that the conditions of this Section have been met.

19 III. OBLIGATIONS OF THE DISTRICT

20 A. The District shall provide any and all sums of money in excess of \$250,000
21 that may be necessary to complete the Project. For the purposes of awarding the construction of
22 the Project within the Agreement amount, the bid documents shall include any proposed additive
23 or deduct alternatives.

24 B. The District shall demonstrate in writing and to the County's satisfaction that
25 it has the authority, operational ability, and financial resources for maintaining the improvements
26 constructed with CDBG funds under this Agreement prior to award of construction of the Project.

27 C. The District shall perform, or cause to be performed, all engineering work
28 required for the Project.

1 D. In selecting an engineer to perform any engineering work required for the
2 Project, the District shall go through a competitive process in accordance with County policy and
3 HUD procurement standards. Prior to selection of the engineer, the District shall prepare a written
4 description of the process, perform a cost or price analysis, and submit the process description
5 and summary of the analysis to the County Community Development Division for review. The
6 District shall obtain a letter from the County specifying that the conditions of this Section have been
7 met.

8 E. The District shall specify in agreements with its consultants that all
9 engineering work funded with CDBG funds shall become the property of the District upon payment
10 by the District for the cost of such engineering work.

11 F. The District shall furnish evidence that it has free and clear title to all parcels
12 of land on which Project improvements will be located, with any liens or encumbrances noted,
13 and/or that it has obtained or can obtain all necessary easements, rights-of-way, licenses, permits,
14 and State and local approvals required for the completion of the Project.

15 G. Upon completion of the design engineering, the District shall submit the
16 plans and specifications to the County Community Development Division. The County will ensure
17 Federal CDBG requirements have been adhered to and review cost estimates to ensure sufficient
18 funds are available. The District shall obtain a letter from the County specifying these conditions
19 have been met and that the District is approved to advertise for bids to construct the Project.

20 H. The District shall advertise for bids and shall award the construction contract
21 to the lowest responsible bidder. At least ten (10) calendar days prior to the bid opening, the
22 District shall notify the County of the date, time, and location of the bid opening.

23 I. Within seven (7) calendar days following the bid opening, the District shall
24 furnish the Community Development Division with the name of the low bidder and cost or price
25 analysis of the low bid proposal prepared by the District so that the County can verify with the
26 Labor Relations and Equal Opportunity Division of the HUD Area Office that the low bidder has not
27 been debarred or suspended from participating in Federal projects, and that the contractor will be
28 reasonably compensated in accordance with Federal requirements. The District shall obtain a

1 letter from the County specifying these conditions have been met and that the District is approved
2 to award the Project for construction.

3 J. The District shall conduct a pre-construction meeting with the contractor and
4 shall notify the County Community Development Division at least ten (10) calendar days prior to
5 the meeting so a representative of the County can be in attendance to discuss CDBG labor
6 compliance requirements for the Project.

7 K. Prior to the construction start date, the District shall give written notice
8 thereof, to include a copy of the executed contract between the District and the Contractor and the
9 Notice to Proceed to the County Community Development Division.

10 L. Concurrent with the submission of the first construction progress payment
11 request, the District shall provide documentation demonstrating that all construction-related
12 required permits have been issued by the County.

13 M. All proposed construction contract change orders shall not proceed until
14 prior written approval has been given by the County. Request for approval of a change order(s)
15 shall include a narrative description of the work, a cost or price analysis in accordance with HUD
16 requirements, a map depicting the location of the work addressed with the requested change order,
17 and a written certification from the District that the approval of the change order is consistent with
18 the final construction cost estimate approved by the County. In addition, the District shall certify
19 that the change order is within the scope of the Project and is necessary to complete the Project.

20 N. The District shall send its written description of the engineer selection
21 process, cost or price analyses, design plans, specifications, name of low bidder and low bid
22 proposal, public notices, and all written correspondence to:

23 Community Development Grants
24 County of Fresno
25 Department of Public Works and Planning
26 Community Development Division
27 2220 Tulare Street, 6th Floor
28 Fresno, CA 93721

27 O. The District shall comply with the mitigation measures, conditions and notes
28 identified in Initial Study/Environmental Assessment No. 7381 (the "Assessment"). A copy of the

1 Assessment will be provided to the District.

2 P. Upon completion of the Project, the District shall notify the County
3 Community Development Division thereof so a representative of the Division can perform an
4 inspection of the Project to determine that it was completed in accordance with the scope of work
5 approved and authorized pursuant to this executed Agreement.

6 Q. Upon approval of Project completion by the County, the District shall provide
7 the County Community Development Division with a resolution of acceptance, or similar
8 documentation, demonstrating that the Project was completed in accordance with the scope of
9 work approved and authorized pursuant to this executed Agreement and any approved
10 subsequent amendments and/or change orders, and that the District has accepted the Project.
11 Prior to the final request for payment, the District shall also provide the County with a copy of the
12 recorded Notice of Completion (NOC), a written summary of all Project work completed with CDBG
13 and other funds, and documentation to demonstrate compliance with Section 3 of the Housing and
14 Urban Development Act of 1968, as amended.

15 R. During the contract period, the District shall complete and submit annually
16 on June 1, and upon completion of the Project, a Project Outcome Measurement Report (POM)
17 form, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference. The
18 POM shall contain the following information for the County's Federal reporting purposes to the
19 U.S. Department of Housing and Urban Development (HUD):

- 20 1. Total number of households/persons assisted.
- 21 2. Number of total households/persons assisted that:
 - 22 a. Now have new access to this type of public facility or
23 infrastructure improvement.
 - 24 b. Now have improved access to this type of public facility or
25 infrastructure improvement.
 - 26 c. Now are served by public facility or infrastructure that is no
27 longer substandard.

28 ///

1 S. The District shall be responsible for maintenance of the improvements after
2 construction is completed and shall do so from non-CDBG resources.

3 T. The District must inform the County in writing of any program income
4 generated by the expenditure of CDBG funds. Any program income generated as a result of the
5 Project must be paid to the County. For purposes of this Agreement, program income is defined
6 as proceeds from the disposition of CDBG-acquired real property, and principal and interest on
7 CDBG loans. If the District contributed financially to the improvement Project, the District may
8 retain a share of the program income in proportion to the District's contribution to the Project, after
9 the District has provided a written accounting acceptable to the County.

10 U. The District must obtain prior written approval from the County before there
11 is any modification or change in the use of any real property improved, in whole or in part, using
12 CDBG funds in excess of \$25,000. The District shall provide affected citizens with notice of, and
13 opportunity to comment on, any proposed change to the use of real property improved with CDBG
14 funds. If any real property improved with CDBG funds is sold and/or is utilized by the District for a
15 use which does not qualify under the CDBG Program, the District shall reimburse the County in an
16 amount equal to the current fair market value for the property, less any proportional share thereof
17 attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for
18 five years after the project is completed in HUD's Integrated Disbursement and Information System
19 (IDIS). In the event the CDBG program is closed-out, the requirements of this Section shall remain
20 in effect for activities or property funded with CDBG funds, unless action is taken by the Federal
21 government to relieve the District of these obligations.

22 V. The District acknowledges that the County may periodically inspect the
23 Project to ensure that the property is being used as described in this Agreement. The District
24 agrees to provide any necessary information to the County to carry out such inspections.
25 Furthermore, the District agrees to take corrective action if the County determines that
26 modifications to the use and location of the Project have resulted in a violation of the Federal
27 CDBG regulations.

28 ///

1 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

2 A. The District, its consultants, contractors, and subcontractors shall comply
3 with all applicable State and Federal laws and regulations governing projects that utilize Federal
4 funds.

5 B. Whenever the District uses the services of a contractor, the District shall
6 require that the contractor comply with all Federal, State and local laws, ordinances, regulations
7 and Fresno County Charter provisions applicable in the performance of their work.

8 C. This Project is subject to the requirements of Section 3 of the Housing and
9 Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Accordingly, the District shall
10 require the prime contractor to complete and submit documentation prior to award of the
11 construction contract and upon Project completion that compliance with the Section 3 clause has
12 been met.

13 D. Whenever the District receives at least \$100,000 for a project from the
14 County's CDBG Program under this Agreement, the District shall complete and submit to the
15 County Community Development Division a "Certification of Payments to Influence Federal
16 Transactions" form and a "Standard Form LLL - Disclosure of Lobbying Activities" form. Likewise,
17 before the District awards a contract using at least \$100,000 of such CDBG funds, the District shall
18 require the consultant and/or contractor and all their sub-consultants and/or subcontractors to
19 complete and submit these two (2) forms described hereinabove to both the District and the
20 County.

21 V. PAYMENT FOR THE PROJECT

22 A. At monthly intervals, the District shall submit a written request to the County
23 for payment of specified costs incurred in the performance of this Agreement. The request for the
24 County to make such a payment shall be in accordance with the exemplar Project Pay Request
25 Form attached hereto as Exhibit 2 and incorporated herein by reference. The request shall also
26 be accompanied by a written certification from the District that the request for payment is consistent
27 with the amount of work that has been completed, and that said work is in accordance with the
28 construction contract documents and this Agreement. The request for payment shall also be

1 accompanied by documentation acceptable to the County, such as checks, invoices or vouchers
2 for services or materials purchased, contractor's costs or other costs chargeable to the Project.
3 The first construction progress payment request shall also be accompanied by documentation
4 demonstrating that all construction-related required permits have been issued by the County.

5 B. Any savings realized in the final cost of the Project, due to Project cost
6 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce
7 the amount of this Project paid for with CDBG funds in the same pro rata share that CDBG funds
8 were used in payment of the Project. If the District is required to provide any additional funds
9 toward the Project other than described in this Agreement, any cost savings shall be first used to
10 reimburse the District for its contribution in excess of the total amount provided by this Agreement.

11 C. Payment for advertising and award shall be based on the actual costs of
12 printing and noticing.

13 D. The County will not be bound by any agreement between the District and its
14 agents.

15 E. The County may withhold payment of the final payment request made by
16 the District until evidence is submitted to the County that a maintenance plan has been prepared
17 and adopted for the improvements constructed with CDBG funds.

18 F. Upon the completion of the Project, the District shall submit to the
19 County Community Development Division a written request for final payment of costs which
20 shall provide a detailed description of the Project pay items and costs. The final pay request
21 shall be in accordance with Exhibit 2. The County shall not be obligated to make any payments
22 under this Agreement if the request for payment is submitted by the District more than sixty
23 (60) days after the Notice of Completion has been filed with the County Recorder's Office. An
24 extension to the sixty (60) day period may be granted by the Director of the County Department
25 of Public Works and Planning prior to the deadline if the District can demonstrate just cause for
26 the delay.

27 G. The County may withhold payment of the final payment request made by
28 the District, until a final POM, recorded NOC, written summary of all Project work completed with

1 CDBG and other funds, and evidence of compliance with the Section 3 clause as specified in
2 Sections III-Q and IV-C, have been submitted to the County.

3 H. All requests for payment and supporting documentation shall be sent to:

4 Business Manager
5 County of Fresno
6 Department of Public Works and Planning
7 Financial Services Division
8 2220 Tulare Street, 6th Floor
9 Fresno, CA 93721

10 I. The District shall establish accounting and bookkeeping procedures in
11 accordance with standard accounting and bookkeeping practices, including, but not limited to,
12 employee timecards; payrolls; and other records of all transactions to be paid with CDBG funds in
13 accordance with the performance of this Agreement. All records and accounts shall be available
14 for inspection by the County, the State of California, if applicable, the Comptroller General of the
15 United States, and HUD or any of their duly authorized representatives; at all reasonable times for
16 a period of at least five (5) years following final payment under this Agreement or the closure of all
17 other pending matters, whichever is later. The District shall certify accounts when required or
18 requested by the County.

19 J. The District, as a subrecipient of Federal financial assistance, is required to
20 comply with the provisions of the Single Audit Act of 1984 (31 U.S.C. Sections 7501 et seq.), as
21 amended. Whenever the District receives CDBG funds from the County for the Project, a copy of
22 any audit performed by the District in accordance with said Act shall be forwarded to the County
23 Community Development Grants Program Manager within nine (9) months of the end of any
24 District fiscal year in which funds were expended and/or received for the Project. Failure to perform
25 the requisite audit functions as required by this paragraph may result in the County performing any
26 necessary audit tasks or, at the County's option, the County contracting with a public accountant
27 to perform the audit. All audit costs related to the District's failure to perform the requisite audit are
28 the sole responsibility of the District and such audit work costs incurred by the County shall be
billed to the District as determined by County's Auditor-Controller/Treasurer-Tax Collector. In the
event the District is only required to perform an audit under the provisions of the Act because the

District is receiving CDBG funds, the County may perform, or cause to be performed, the required audit to determine whether funds provided through this Agreement have been expended in accordance with applicable laws and regulations. Any audit-related costs incurred by the County under this provision shall be charged to the County CDBG Program. The District agrees to take prompt and appropriate corrective action on any instance of material non-compliance with applicable laws and regulations.

K. The District shall send a copy of the audit to:

Community Development Grants
County of Fresno
Department of Public Works and Planning
Community Development Division
2220 Tulare Street, 6th Floor
Fresno, CA 93721

VI. INDEMNIFICATION

The District shall indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims and losses whatsoever occurring or resulting to persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the District's performance of, or failure to perform, its obligations under this Agreement.

VII. TIME OF PERFORMANCE

A. The following schedule shall commence on the date this Agreement is executed by the County.

1. Complete Design Engineering and Submit to the County for Review – June 11, 2018.
2. Complete County Review and Approval of Plans – August 20, 2018.
3. Begin Advertising for Bids – August 21, 2018.
4. Award Construction Contract – November 13, 2018.

III

1 B. The Project's Notice of Completion shall be filed with the Fresno County
2 Recorder's Office no later than June 24, 2019.

3 C. The final POM Report, written summary of all work completed,
4 documentation demonstrating compliance with the Section 3 clause, and request for final payment
5 shall be submitted to the County no later than August 23, 2019.

6 D. The District shall give immediate written notification to the County
7 Community Development Division of any events that occur which may affect the above time
8 schedule and completion date and the time schedule specified in the contract documents, or any
9 event that may have significant impact upon the Project or affect the attainment of the Project's
10 objectives. The Director of the County Department of Public Works and Planning is authorized to
11 make adjustments in the above schedule if, in the Director's judgment, any delay is beyond the
12 control of the parties involved.

13 VIII. BREACH OF AGREEMENT

14 In the event the District fails to comply with any of the terms of this Agreement, the
15 County may, at its option, deem the District's failure a material breach of this Agreement and utilize
16 any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the County
17 deem a breach of this Agreement material, the County shall immediately be relieved of its
18 obligations to make further payment as provided herein. Termination of this Agreement due to
19 breach shall not, in any way whatsoever, limit the rights of the County in seeking any other legal
20 relief in a court of law or equity, including the recovery of damages. In addition to the Agreement
21 being terminated by the County in accord with a material breach of this Agreement by the District,
22 this Agreement may also be terminated for convenience by the County in accord with 24 CFR
23 85.44.

24 IX. TERMINATION OF PROJECT

25 A. If the District decides to cancel the Project covered by this Agreement, the
26 District shall submit a request in writing to the County Department of Public Works and Planning,
27 Community Development Division explaining just cause for the request. The Director of the
28 Department is authorized to approve such a request if, in the Director's judgment, there is just

1 cause for the Project's cancellation.

2 B. If the District's request to cancel the Project covered by this Agreement is
3 approved, the District shall promptly return to the County all CDBG funds paid pursuant to this
4 Agreement.

5 X. VENUE; GOVERNING LAW

6 Venue for any action arising out of or relating to this Agreement shall be only in
7 Fresno County, California. The rights and obligations of the parties and all interpretation and
8 performance of this Agreement shall be governed in all respects by the laws of the State of
9 California.

10 XI. ENTIRE AGREEMENT

11 This Agreement constitutes the entire agreement between the District and the
12 County, with respect to the subject matter hereof and supersedes all previous negotiations,
13 proposals, commitments, writings, advertisements, publications, and understandings of any nature
14 whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth
2 on page one of this Agreement.

3
4 MALAGA COUNTY WATER DISTRICT

COUNTY OF FRESNO

5
6
7 By: _____
8 President/Superintendent/
Chairman/Manager

Sal Quintero, Chairman of the
Board of Supervisors of the
County of Fresno

9 Date: _____

Date: _____

10
11 ATTEST:
12 Bernice E. Seidel
Clerk to the Board of Supervisors
County of Fresno, State of California

13
14 By: _____

15
16
17
18
19 FUND NO: 0001
SUBCLASS NO: 10000
20 ORG NO: 7205
ACCOUNT NO: 7885
21 PROJECT NO: N17451
ACTIVITY CODE: 7219

REMIT TO:
Malaga County Water District
Attention: James D. Anderson, Manager
3580 South Frank Street
Fresno, CA 93725
Telephone: (559) 485-7353

Exhibit 1
County of Fresno
Project Outcome Measurement Report

Project #: _____ Project Name: _____

The County of Fresno is required to submit information annually on each project funded with Community Development Block Grant (CDBG) funds, per U.S. Department of Housing and Urban Development (HUD) guidelines. As a recipient of CDBG funds from the County, we request that you provide the following information:

1. Years Reported: _____ through _____
2. Enter the number of persons assisted that:
 - a. Now have **new access** to this type of public facility or infrastructure improvement: _____ or N/A
(New access to a public facility or infrastructure is when the facility did not previously exist and is provided for the first time.)
 - b. Now have **improved access** to this type of public facility or infrastructure improvement: _____ or N/A
(Improved access to a public facility or infrastructure is when the facility or infrastructure is improved or expanded, enabling the grantee to expand the number of people or type of service the facility provides.)
 - c. Are served by this public facility or infrastructure improvement that **is no longer substandard**: _____ or N/A
(A public facility or infrastructure is no longer substandard when the CDBG funds were used to meet a quality standard, or measurably improve the quality of the facility or infrastructure.)

(Note: The numbers of persons entered in a, b, and c, above, must add up to the total number of persons entered in question 3.)
3. Total number of persons assisted: _____
4. Please describe the accomplishments made on this project in the past year (i.e. construction progress). If the project is complete, please describe the overall accomplishments made on the project.

Form Completed By: _____

Exhibit 2

Project Pay Request

Date _____

Business Manager
County of Fresno
Department of Public Works and Planning
Financial Services Division
2220 Tulare Street, 6th Floor
Fresno, CA 93721

Subject: Request for Payment, CDBG Project No. _____
<District Name>
<Project Title>

In accordance with the executed Agreement for the above-referenced project, the
<District Name> is requesting payment of \$_____ for project costs.

The District certifies that this request for payment is consistent with the amount of
work that has been completed to date, performed in accordance with the
construction contract documents and the executed Agreement, and as evidenced by
the enclosed invoices and supporting documents.

<u>Payee</u>	<u>Invoice #</u>	<u>Amount</u>
--------------	------------------	---------------

Sincerely,

<District Manager>
<District Name>

Enclosure(s)

Security System Proposals

Royal Security \$8275 + \$45.99/month

Rec Center: 3 x PTZ 2Mp 20X cameras
4 x 3Mp cameras
1 x 4TB NVR hard drive

Office: 2 x 3Mp cameras
1 x 2GB NVR hard drive
2 x panic buttons
2 x door sensors
2 x motion detectors
1 x glass break sensor

Beyond Tech Solutions \$8,590 + \$50/month

Rec Center: 2 x 2Mp 2.8mm cameras
3 x 4Mp 2.8mm cameras
2 x 5Mp 2.8mm cameras
1 x 8TB NVR hard drive

Office: 2 x 2Mp 2.8-12mm cameras
1 x 6TB NVR hard drive
4 x panic Button
2 x door sensors
2 x motion detectors

Matson Alarm \$8,695 + \$47.50/month

Rec Center: 5 x 4Mp 3.6mm cameras
3 x 4Mp 7-35mm cameras
1 x 6 TB NVR hard drive

Office: 2 x 3Mp cameras
1 x 2 TB NVR hard drive
1 x panic button
2 x door sensors
2 x motion detectors
1 x siren



Royal Security

Quote For:

Malaga Park

3582 S Winery Ave.

Fresno, CA 93725

3- PTZ 2MP 20X Hik Camera \$975.	=\$2,925.00
3- Nanostation m2 loco \$75	=\$ 225.00
4- Hik 3MP Camera \$215	=\$ 860.00
2- Tenda poe switch \$50	=\$ 100.00
1 Conduit \$1/ft x 20 ft.	=\$ 20.00
1- Router	=\$ 50.00
1- 16 channel NVR 4TB	=\$ 950.00
1- PTZ arm bracket with pole mount bracket	=\$ 85.00
2- PTZ ceiling pendant mount \$45.00	=\$ 90.00
1- Camera cable- \$360	=\$ 360.00
1- HDMI cable 10'- \$10	=\$ 10.00
1- Installation =\$1,315.00	=\$ 1,315.00
1- 1 year limited warranty parts & labor	

Estimated quote=\$6,990.00

Sincerely,
Chris Ruiz
Sales Manager
5593008300
chris@royalsecurity.me

Jim Anderson

From: Chris Ruiz <chris@royalsecurity.me>
Sent: Thursday, November 30, 2017 2:33 PM
To: Jim Anderson
Subject: Malaga Park & Office Camera Quote
Attachments: Malaga Park Camera Quote.docx

Hi Jim, here's an updated quote including for the Office we took a look at.
Office:

- 1- 2Gig Panel
- 1- Alarm.com w/ phone application and online access
- 2- Door/Window
- 2- Motion Detectors
- 1- Glass Break Detector
- 2- Police Panic Buttons
- 2- 3MP Hik Vision Cameras
- \$45.99/mth Monitoring
- \$1,285.00 Equipment/Installation Cost
- 3 year agreement with extended warranty

So... just add this to the other.

Sincerely,
Chris Ruiz
Regional Manager
Royal Security
5593008300

Begin forwarded message:

From: Chris Ruiz <chris@royalsecurity.me>
Date: November 21, 2017 at 9:37:26 AM PST
To: rcampos@malagacwd.org
Subject: Malaga Park Camera Quote.docx

Sincerely,
Chris Ruiz
Sales Manager
Royal Security
5593008300



Phone: 866-775-3124

Email: andys@beyondtechsolutions.com

Website: www.beyondtechsolutions.com

CA C-7 License #1005776

Malaga Community Center-

We propose to install a complete security camera system at the following location: 3592 S Winery Ave, Fresno, CA 93725

QTY:1- LT Security 32 Channel High Definition Network Video Recorder
16 + 16 CH Hybrid NVR, 16CH HD-TVI 3.0 / AHD / Analog, 16 Channel IP Camera @72MB Bandwidth, 1080P HDMI/VGA Video Output, CVBS Spot Out, 2 SATA HDD up to 6TB Each, 4 Audio In, 1 Audio Out, H.264/H.264 Zip+, 4 POS

8 Terabytes of Recording Storage

Settings can be adjusted to record 14-30 days.

QTY: 2 – LT Security High Definition 2 Megapixel Camera's 2.8mm

- Side's of main building and side parking lots

QTY: 3 – LT Security High Definition 4 Megapixel IP Camera's 2.8mm

- Pool and front gate playground's

QTY: 2 – LT Security High Definition 5 Megapixel IP Camera's 2.8mm

- Community center area parking lot and playground's

We propose to install a complete security camera system at the following location: 3580 S. Frank Street Fresno, CA. 93725

QTY:1- LT Security 4 Channel High Definition Network Video Recorder
4CH 1080P NVR, Up to 6 Megapixel resolution recording, HDMI and VGA output at up to 1920x1080P resolution, 4-ch simultaneous playback, 4 independent PoE network interfaces

4 Terabytes of Recording Storage

Settings can be adjusted to record 14-30 days.



Phone: 866-775-3124

Email: andys@beyondtechsolutions.com

Website: www.beyondtechsolutions.com

CA C-7 License #1005776

QTY: 2 – LT Security High Definition 2 Megapixel Camera's 2.8-12mm

- Inside office wide angle and zoom in on cash drawer

QTY: 1 – Alarm system

- Includes alarm panel/keypad & 4 wireless panic buttons
- Includes 2 Doors and 2 Indoor Motion Detector's
- 24/7 UL Emergency Burglar Monitoring for \$50 per month

Beyond Tech Solutions also provides:

- 3 Wireless Access Points for transmission of security camera's signal
- PoE Switches
- Installation and programming of NVR's
- Setup of user accounts to access NVR's
- Local setup of app's and software on computers and mobile devices for remote access to NVR's
- Training of use of NVR's functions, mobile device app's and computer software for you
- 3 Years Manufacturer's Warranty on NVR's and IP Cameras
- 1 Year Labor Warranty
- Were always available to you for responsive tech support and service when needed

PS Power Solutions Provides:

- Constant power outlet to front gate sign within a 10x10 outdoor housing.

Pricing for CCTV and Electrical: \$8,590

Complete price including parts, labor and tax.

To accept our bid please call us at 866-775-3124

If you haven't already please take a look at our testimonials on our website

at www.beyondtechsolutions.com

Please let me know what you think, we can always make changes to suit your needs.

Thank you,

Andy Schnadarle
BEYOND TECH SOLUTIONS
866-775-3124

ed 12:26:55 (S)

Camera 03



7:42 PM

7750



9TH ST EAST 2



581 W Fallbrook Avenue
Fresno, California 93711

p 800.697.9800
p 559.438.8000
f 559.431.6291
MATSONALARM.COM

Confidential Proposal

Number AAAQ11279
Date Nov 29, 2017

Customer Information

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

Site Address

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

Your Security Consultant

Steve Sasso
559-438-8000
ssasso@matsonalarm.com

Phone (559) 485-7353
E-mail ja@malagacwd.org

Phone (559) 485-7353
E-mail ja@malagacwd.org

Company Information

Matson Alarm Company is a locally owned, family business in the heart of California's Central Valley. With over 40 years in the security industry, and a place in the Top 50 security companies in the United States, Matson Alarm is considered a security industry leader. Our extensive project experience includes residential, commercial, industrial and government security, fire, camera and access control systems.

Matson Alarm installs, services and monitors all projects in-house and does not subcontract any work. Our team includes Fire Alarm and IT experts to design simple to complexly integrated systems for any type of project and our full-service approach will make your residential or commercial project hassle-free!

A few highlights of Matson Alarm Company include:

- We have our own central station-UL-listed and CSAA Five Diamond Certified
- We are a member of Security Distributing and Marketing's Top 100 List
- We have won Honeywell's Circle of Excellence Award for four years straight and have seven of these awards total
- We are members of and in good standing with ESA, CAA, NFPA and ASIS
- We employ Factory Trained and Certified security technicians

Security System Equipment and Services

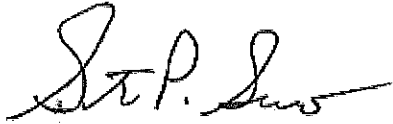
Below is a customized quote for a security system with Matson Alarm. In this quote you will see the description and quantity of the security system equipment and any monitoring and maintenance services that you and I discussed. At the very bottom of the proposal you will see a grand total for the installation of the equipment as well as a monthly monitoring and service fee.

Qty	Description	
1	Install Burglar Alarm System - Lease	\$100.00
1	Lease Monthly Service Contract - Commercial	
1	XTL+WZ Package - Includes	
	1 - 9862-W Wireless Touchscreen Keypad	
	1 - 1135-W Siren	
	2 - 1106-W Wireless Door Transmitters	
	2 - 1121-W Wireless Motion Detectors	
1	1-Button Wireless Remote - Panic Button	
1	Cellular Communicator	

Total	\$100.00
Deposit Required	\$0.00
<i>\$47.50 Billed Monthly</i>	

Upon review, if you would like me to modify any of the contents of this proposal please feel free to contact me and I will address your requests.

Thanks,





581 W Fallbrook Avenue
Fresno, California 93711

p 800.697.9800
p 559.438.8000
f 559.431.6291
MATSONALARM.COM

Confidential Proposal

Number AAAQ11277
Date Nov 29, 2017

Customer Information

Malaga County Water District
Jim Anderson
3582 S. Winery Ave
Fresno, CA 93725

Site Address

Malaga County Water District
Jim Anderson
3582 S. Winery Ave
Fresno, CA 93725

Your Security Consultant

Steve Sasso
559-438-8000
ssasso@matsonalarm.com

Phone (559) 485-7353
E-mail ja@malagacwd.org

Phone (559) 485-7353
E-mail ja@malagacwd.org

Security System Equipment and Services


Below is a customized quote for a security system with Matson Alarm. In this quote you will see the description and quantity of the security system equipment and any monitoring and maintenance services that you and I discussed. At the very bottom of the proposal you will see a grand total for the installation of the equipment as well as a monthly monitoring and service fee.

Qty	Description	
3582 S. WINERY AVE LOCATION		
1	Install Camera System - Purchase	\$8,595.00
1	NVR, 8CH, 200Mbps, 8-POE, 2HDD, HDMI	
1	6 TB CCTV Hard Drive	
3	IP Bullet, 4Mp, 7-35mm RZ, WDR, 328' IR	
5	IP VR Dome, 4Mp, 3.6mm, 100'IR, WDR, POE	
1	4-Port 10/100 POE 1-Port Gigabit Switch	
1	NanoBeam ac High Pro airMAX Bridge 16dBi 2-Pack	
5	Junction Box	
3	Junction Box for Ball/Bullet Camera	
1	Cat 5e Blue Non-Plenum CM 1000' Cable Box	
1	NEMA 4 Box 8"x12"x6"	
1	Cam Lock for WP1	
3580 S. FRANK STREET LOCATION		
1	NVR, 4CH, 200Mbps, 4-POE, 2HDD, HDMI	
1	2 TB CCTV Hard Drive	
2	IP Ball, 3Mp, 2.8mm, 98'IR, DWDR, POE White	
2	Junction Box for HNC3230E-IR	

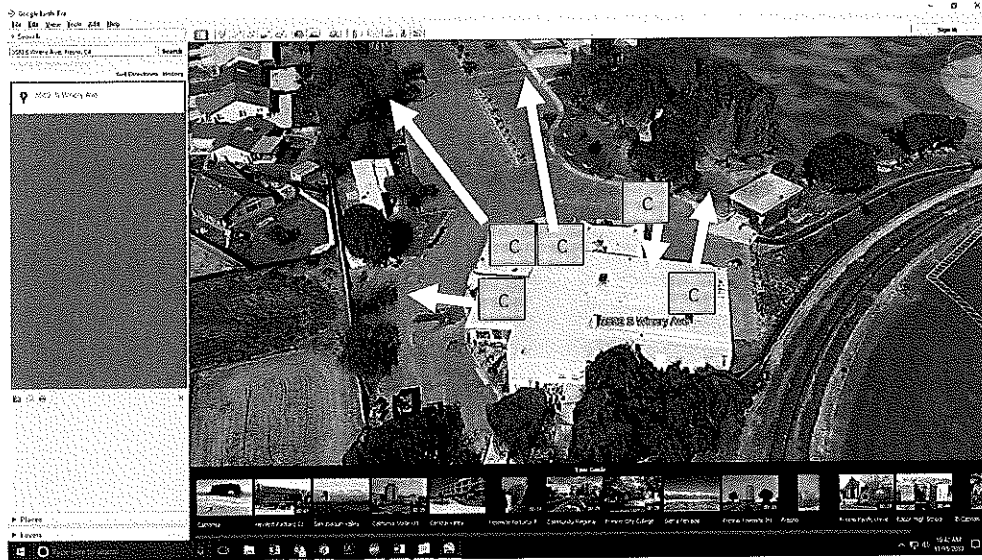
Total	\$8,595.00
Deposit Required	\$0.00

Upon review, if you would like me to modify any of the contents of this proposal please feel free to contact me and I will address your requests.

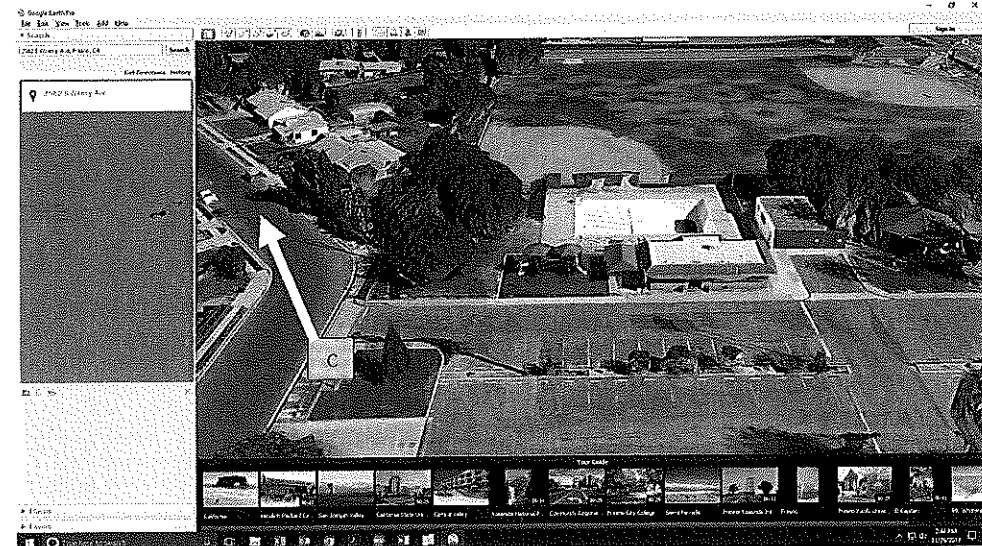
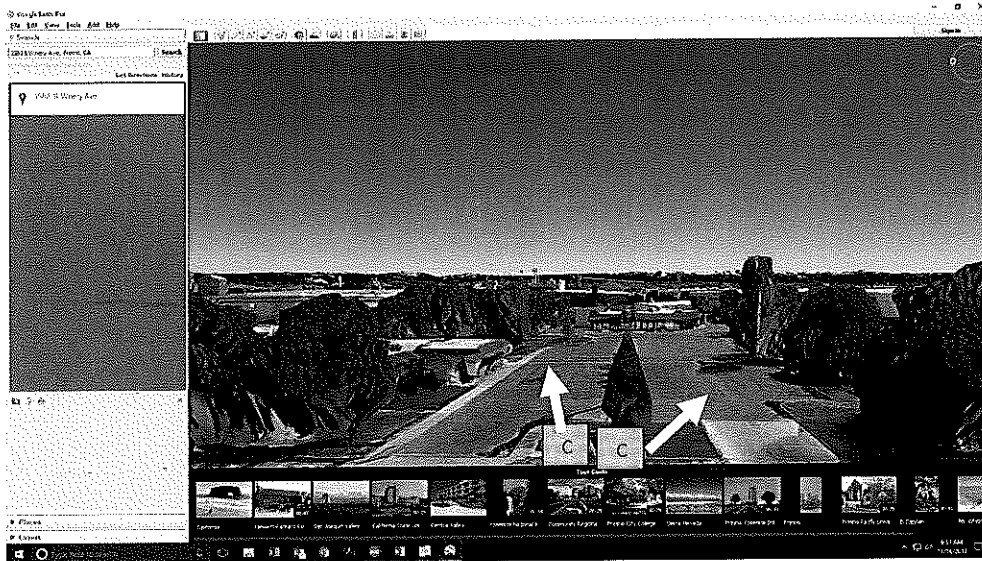
Thanks,



3582 S. Winery Ave. Location



SIGN @ FRONT ENTRANCE



All of the monitoring & recording for all 8 cameras @ the 3582 S. Winery Ave. location will be done in the Recreation Center Main Office.

LEGEND

 Camera

 Viewing Area of Camera

REVISED PUBLIC NOTICE
MALAGA COUNTY WATER DISTRICT

NOTICE OF PUBLIC HEARING ON
PROPOSED RATES FOR CONSOLIDATED ROLL-OFF SOLID WASTE DISPOSAL SERVICE
AND NOTICE OF EXCLUSIVE ROLL-OFF SOLID WASTE COLLECTION PROVIDER

To comply with Proposition 218 (California Constitution Article XIII (D), Section 6), the Malaga County Water District gives the following notice:

1. Date, Time, Location and Purpose of Public Hearing:

At 6:00 p.m. on December 12, 2017, at the District Office, 3580 S Frank Street, Fresno, Ca 93725, the Board of Directors ("Board") will hold a public hearing on proposed rates for consolidated roll-off solid waste disposal service ("R/O") provided exclusively by the District.

2. Consolidated Exclusive Service

The Malaga County Water District ("District", or "MCWD") adopted Ordinance 2017-1 that amended the Malaga Code to require that all solid waste within the District including R/O be provided exclusively by the District through its contract solid waste service provider. Prior to the adoption of Ordinance 2017-1, individuals or businesses requiring R/O contracted through various R/O service providers. This required each customer to negotiate individually with the various providers that likely resulted in customers within the District paying different rates for varying levels of service, less efficient disposal and greater negative impacts on the environment. The District, pursuant to its authority under Article 9 of Part 5 of Division 12 beginning at section 31135 of the California Water Code has determined that it is in the best interests of the residents and businesses within the District and necessary to protect the health safety and welfare of all of those who live and work in the District and surrounding area that all R/O solid waste disposal services in MCWD be provided by the District through an exclusive solid waste service provider. The District's authorized exclusive contract R/O solid waste service provider is Orange Avenue Disposal Company, a California Corporation DBA Industrial Waste and Salvage ("IWS"), 3457 S. Cedar Ave, Fresno, Ca 93725.

3. Conversion

Individuals or businesses currently receiving R/O from any waste hauler other than IWS shall be required to convert services to IWS on or before March 1, 2018. IWS will contact all R/O customers in MCWD to coordinate a smooth transition to IWS services.

4. Roll-Off Rates

R/O solid waste service rates, as with other public utility rates in Malaga, are limited to the costs to provide the service. The rates to provide R/O services include equipment costs and maintenance, fuel, wages and salaries, administration costs, costs for compliance with state and county regulations, processing fees, transfer fees, and landfill dumping (tipping) fees. The rates for the pull fee and tipping fee include a 10% franchise fee added by the District. There is no franchise fee added to the one-time delivery fee or rental

charge. Rental costs for R/O containers are the same for all open top standard R/O containers that will be provided.

The proposed R/O service rates effective January 1, 2018, are as follows:

Delivery Fee: \$ 100.00 (one-time fee to deliver new R/O container)

Pull Fee: \$ 154.00 per pull

Tipping Fee: \$ 52.80 per ton

Open Container Rent: \$ 5.00 per day

5. Basis for the Rates.

The District, in conjunction with IWS has prepared, and presented a report (the "Report") before the Board describing (i) the service provided by IWS; (ii) the funds necessary to provide those services, including accountings which summarize the cost to IWS for providing the service in accordance with the franchise agreement; (iii) the proposed rate increases for services to be provided by IWS for R/O services including the costs of diversion of certain materials as required by the Franchise Agreement or applicable law. The Report, and proposed amended solid and green waste collection and recycling franchise agreement between the District and IWS showing such information is located and on file at the office of the District, 3580 South Frank Street, Fresno, California 93725.

6. Automatic Inflationary Increases:

In addition to the proposed Pull Fee and Tipping Fee rates effective January 1, 2018 shown above, rates will be adjusted based on the annual change in the "California Consumer Price Index all Items -1982-1984=100) as published by the California Office of Policy, Research and Legislation", ("Annual CPI") and annual change in the "Department of Labor, Bureau of Labor Statistics, Producer Price Index-Commodities, #2 Diesel fuel", ("Fuel Cost Adjustment") In no event will the Annual CPI Rate Adjustment and the Fuel Cost Adjustment combined exceed fifteen percent (15%) in any year. Automatic inflationary increases will be implemented on 1 August annually based upon the Annual CPI published in June for that year.

7. Public Hearing Process and Determination of a Majority Protest:

At the time and place shown in paragraph 1 of this notice, the Board will hear and consider all objections and protests, if any, and verify all written protests to the proposed R/O rate and will listen to and consider all objections and challenges, if any, to the proposed rate. The Board may continue the public hearing. The Board will not consider written protests submitted after the conclusion of the public hearing.

Both the owner of the parcel and the person receiving service for which the fee is charged may submit a written protest. Only one protest per parcel is counted. The written protest must include: (1) your original signature; (2) identification of the parcel by parcel number or street address; (3) identification as the owner of the parcel or person receiving the service for which the fee is charged; and (4) your statement that protests the proposed rate. Written protests may be mailed to: Malaga County Water District, 3580 South Frank Street, Fresno, California 93725, Attention: General Manager. Written protests are not accepted by email or facsimile.

If sufficient written protests against the proposed rate are presented and not withdrawn by a majority of the record owners or persons receiving service for the parcels subject to the increased rates, the District may not impose the proposed rate. If at the close of the public hearing, there is no majority protest as described above, the Board may approve the rate as proposed to be effective beginning on January 1, 2018.

8. Preserving the Right to Challenge:

Any person who wants to preserve the opportunity to file a lawsuit or legal action challenging the proposed rate for R/O solid waste disposal service must file a written protest with the Board, stating the specific grounds of the protest. Any grounds not stated in a written protest filed with the Board before the close of the protest hearing on December 12, 2017, will be deemed waived and may not be raised in any subsequent lawsuit or legal action.

9. Additional Information:

For information and answers to questions about the proposed R/O service rate, contact James Anderson, General Manager, Malaga County Water District at (559) 485-7353.

MALAGA COUNTY WATER DISTRICT BY:

James D. Anderson
James Anderson
General Manager

ORDINANCE 2017-2

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE MALAGA COUNTY WATER DISTRICT
REPEALING AND REENACTING CHAPTER 5.01 OF THE
MALAGA COUNTY WATER DISTRICT CODE
RELATED TO SANITATION SERVICE**

WHEREAS, the Malaga County Water District ("District") has adopted and amends, from time to time, an Ordinance Code referred hereto herein as the "Malaga County Water District Ordinance Code," the "Malaga Code" or the "Code"; and

WHEREAS, the Board of Directors of the Malaga County Water District has determined that it is in the best interests of the District, its Residents and Businesses that the District provide exclusive roll-off solid waste collection services within the District, through an Agreement with a solid waste enterprise to provide such solid waste collection and disposal services, in order to protect the environment by insuring compliance with the California Integrated Waste Management Act of 1989, to provide uniform levels of service and charges for service, and to combine billing for solid waste collection services with existing District billing for water and sewer services; and

WHEREAS, the Board of Directors of the Malaga County Water District desires to repeal and reenact Chapter 1 of Title 5 of the Malaga County Water District Code.

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

SECTION 1: RECITALS

The forgoing recitals are true and correct and incorporated herein by this reference.

SECTION 2:

Chapter 1 of Title 5 of the Malaga County Water District Code is hereby repealed and reenacted to read as follows:

"Chapter 5.01. Sanitation Service.

Section 5.01.010 Authority.

Pursuant to Article 9 of Part 5 of Division 12 beginning at section 31135 of the California Water Code, the Malaga County Water District is authorized to construct, and

operate facilities for, or make contract for others for, the collection and disposal of garbage, waste and trash of the District and its inhabitants.

Section 5.01.020 Definitions.

The following words and phrases, wherever used in this Chapter, shall be construed and defined in this Section unless from the context a different meaning is intended or unless a different meaning is specifically defined and more particularly directed to the use of such words or phrases or the definition set forth herein conflict with definition of the same word or phrase(s) in an applicable Federal or State law, Code or Regulation, such Federal, State law and/or Regulation shall control.

“CIWMA” means the California Integrated Waste Management Act of 1989 (Public Resources Code §40000 et. seq.) as it exists now or may be amended.

“Contract Agent” or “District’s Contractor” or “Franchisee” or “Licensee” means an Agent or Employee of the District, or any person with whom the District shall have dully contracted, under the terms set out in the provisions of this Chapter and under the provisions of the laws of the State, with amendments thereto, to collect, transport through the District, and dispose of and/or recycle organics, solid waste, and/or dry recyclables produced within the boundaries of the District as they exist now or in the future.

“Solid Waste” shall have the same meaning as Public Resources Code §40191 as it is now or as it may be amended.

“Construction/Demolition Debris” means used or discarded construction materials removed from a Premises during the construction during the construction, renovation, or raising of a structure.

“Container” means any and all types of Solid Waste receptacles.

“Debris Box” or “Drop Box” or “Roll-Off Box” means a container for the placement of large volumes of Solid Waste that may or may not have a Compactor attached. Within the meaning of this definition “Bin” shall have the same meaning as “Box.”

“Compactor” means a mechanical apparatus that compresses Solid Waste.

“Collect/Collection” means to take physical possession, transport, and remove Solid Waste within and from the District.

“Recycle” or “Recycling” shall have the same meaning as California Public Resources Code §40180 as it is now or as it may be amended.

Section 5.01.030 Mandatory Service.

A. The accumulation, collection, removal and disposal of solid waste, organics and recyclable materials shall be controlled by the District for the protection of the public safety and health. The Board of Directors finds that a comprehensive system for the periodic collection, removal and disposal of solid waste, the recycling of recyclable materials, and the collection, removal, disposal and/ or composting of organics, from all premises within the District is essential and benefits all occupants of premises in the District and everyone within the District.

B. Every person owning or occupying a Residence or Commercial establishment or Premises shall subscribe to solid waste collection service from the District or the District's contract agent.

C. Exclusion. Nothing set forth in this section prohibits the District from excluding an area or customer or type of waste pursuant to Water Code §§31138 & 31139.

Section 5.01.040 Contract/ Exclusive Provider

A. Contract. The District may, pursuant to Water Code §31140, contract with other parties for the supplying of exclusive or non-exclusive sanitation service.

B. Existing Contractor. If the District authorizes, by Franchise, Contract, License, or Permit, with a solid waste enterprise to provide exclusive solid waste handling services and the District has authorized another solid waste enterprise to provide those services by franchise, contract, license, or permit, then, pursuant to Public Resources Code §49520, the existing solid waste enterprise may continue to provide said services pursuant to Article 3 of Part 8 of Division 30 of the Public Resources Code beginning at §49520 subject to the following conditions:

1. The services of the solid waste enterprise shall be in substantial compliance with the terms and conditions of the franchise, contract, license or permit, and meet the quality and frequency of services required by the District in other areas not served by the solid waste enterprise; and
2. Solid waste handling services provided by the solid waste enterprise shall be done at the rates set by the District for comparable solid waste handling services.

C. Solicitation of New Customers Prohibited. Any solid waste enterprise continuing services pursuant to Public Resources Code §49520 may only continue to provide such services to existing customers and may not solicit or acquire any new customers within the District.

Section 5.01.050 Fees, Rates, and Charges.

A. The District may set fees, rates, and charges for the services set forth in this Chapter pursuant to Water Code §31136 and the Malaga Code. The rates, fees and charges shall be included on the Master Schedule of Fees.

B. Billing for services. The District may collect fees, rates, and charges for sanitation services along with the charges for water and/or sewer rates.

C. Deposits. Deposits for service may be required and may be included in the deposits as required for water service in Chapter 2.02 of the Malaga Code or may be required separately or in addition to any other deposit as determined by the General Manager or his or her designee.

D. Application. Application for service shall be made by the property owner or the property owner's agent including non-residents property manager with a consent of the owner in writing, on a form provided by the District along with a non-refundable application fee, if required. Applications may be made in conjunction with an application for water and/or sewer service. The District may require any other application process as set forth in this Code or as determined by the District.

E. Collection. Collection of fees, rates, and charges may be done in any manner allowed/available at law including the assessment of any unpaid charges being added to the Property Tax Bill of the Owner of the Property.

F. Discontinuation of Service. Service may be discontinued due to failure to pay rates, fees, or charges or for the violation of any Ordinance, rule, or regulation of the District pertaining to the District's sanitation service, as determined by the District.

Section 5.01.060 Rules and Regulations

A. Except as provided for and in conjunction with a community clean-up day, no person shall throw or deposit or cause to be thrown or deposited any solid waste or recyclables in or upon any vacant lot, street, ally, gutter, highway, park or other public place or keep any residential rubbish, solid waste, or recyclables in any manner except as provided for in this Chapter.

B. No persons shall deposit solid waste in the container of another person, or set out solid waste for collection in another person's service location except as may be permitted by the District.

C. No person shall permit or consent to another person depositing solid waste or recyclables in his or her container(s) or setting out solid waste for collection at his or her residence or premises except as may be permitted by the District.

D. No persons shall burn solid waste in any residential or commercial heating furnace, fireplace, woodstove, except that non-plasticized waste paper may be used for kindling of fires in wood-burning appliances, as permitted by the District or any other agency having jurisdiction, except for those commercial enterprises licensed to burn solid waste or green-waste, by any agency having jurisdiction to issue such permit.

E. All residential and commercial premises shall obtain and use containers provided by the District or the District's authorized contractor for the disposal of solid waste and/or recyclables, unless a different container is approved by the District and/or its contract provider. No persons shall dispose of any solid waste or recyclables in any container except those provided by the District or the District's authorized contractor, unless authorized by the District and/or the District's authorized contractor.

F. Addition Rules and Regulations. The Board of Directors may, by Resolution, prescribe new or additional rules and regulations consist with and to implement this Chapter or the provisions of the CIWMA. Any violation of those rules adopted by Resolution of the Board of Directors shall be deemed a violation this Section of the Malaga Code.

G. Procedures. The General Manager may adopt or promulgate procedures necessary for the implementation of this Chapter.

Section 5.01.070 Construction/Demolition Debris

A. The District's Authorized Contractor shall be the exclusive provider for Construction and Demolition Debris within the District's boundaries except as provided for in Section 5.01.070(B).

B. Exception. For Construction and Demolition Debris generated during the construction, renovation or raising of structures maybe removed by the Property Owner or his or her construction contractor, but not a sub-contractor, provided that the construction contractor is not a hauling service or a solid waste enterprise and does not separately or additionally charge for the service of removing, transporting, recycling or otherwise disposing of Construction/Demolition Debris and utilizes only his or her own employees and equipment to collect, transport, and recycle or dispose of the same. Under this exception, any Owner or generator of Construction and Demolition Debris must comply with all applicable County of Fresno regulations related to the Collection, transport, recycling and/or disposal of Construction and Demolition Debris.

Section 5.01.070 Violation.

Any violation of this Chapter shall be subject to any remedy set forth in the Malaga Code or available at law."

SECTION 2. California Environmental Quality Act: The Directors having considered the Staff Report and all public comments, has determined that the amendment is not a project under the California Environmental Quality Act because the amendment has no potential for resulting in a physical change in the environment. Since the amendment is not a project, no environmental documentation is required.

SECTION 3. Severability: If any section, subsection, sentence, clause or phrase of this Code is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Ordinance. The Directors hereby declare that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional.

SECTION 4. Effective Date and Posting of Ordinance: This Ordinance shall be effective immediately upon adoption. The District's Secretary shall publish a summary of the Ordinance within fifteen (15) days after adoption with the names of the Directors voting for and against this Ordinance. Additionally, the Secretary shall post a certified copy of the full text of this Ordinance with the names of the Directors voting for and against this Ordinance in the office of the District. (Water Code Section 31141.)

* * * * *

WHEREFORE, this Ordinance was passed and adopted by the Board of Directors of the Malaga County Water District this _____ day of _____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

CERTIFICATION

I, James Anderson, duly qualified, appointed, and acting Secretary of the Malaga County Water District do hereby certify that the foregoing is a true statement of the action taken by the Board of Directors of the District at a regular meeting of the Board held on _____ 2017.

MALAGA COUNTY WATER

DISTRICT

Dated: _____, 2017

By: _____
Jim Anderson, Secretary of the
Malaga County Water District

—

First Amendment to the Solid Waste and Recycling Franchise Agreement
Between the
Malaga County Water District
And
Industrial Waste and Salvage
For Solid Waste Collection,
Green Waste Collection,
Recycling Services
Effective August 1, 2016

WHEREAS, Malaga County Water District, ("District") and Orange Avenue Disposal Company, a California Corporation, dba Industrial Waste and Salvage (the "Contractor") the "Parties") entered into a Franchise Agreement for solid waste collection, green waste collection, and recycling services on or about the 23rd day of August, 2016 with an effective date of August 1, 2016, (the "Agreement"); and

WHEREAS, Section 13.5 of the Agreement allows the Agreement to be modified or amended of the Agreement provided that the Amendment is in writing and signed by the Parties; and

WHEREAS, Section 4.1(C) of the Agreement permits the Parties to negotiate an Amendment to the Agreement for the Contractor to provide industrial or Commercial solid waste collection within the boundaries of the District. Should the District elect to contract for such services; and

WHEREAS, the District has determined that it has in the best interests of the Malaga Community that Commercial and Industrial Roll-Off solid waste collection services be provided through an exclusive Franchise Agreement by a single hauler to: provide for a for the consolidation of solid waste, sewer, and water billing; to insure uniform service levels for solid waste collection throughout the District; to insure uniform rates for service throughout the District's boundaries; and insure that solid waste collected in the District is disposed of in a manner that complies with all diversion, recycling, and environmental regulations; and

WHEREAS, District desires to amend the Agreement and Contract with Contractor for Contractor to be the District's exclusive provider for roll-off solid waste collection and disposal provider.

NOW, THEREFORE, THE PARTIES AGREE as follows:

1. That the foregoing recitals are true and correct and are incorporated by this reference herein as though fully set forth at this point.

2. The Agreement be amended to add Section 1.69 to the Agreement as follows:

“1.69 Roll-Off/Roll-Off Service

“Roll-Off” or “Roll-Off Service” or “R/O” means industrial, commercial, or temporary debris, including construction debris, solid waste collection and disposal utilizing large open containers, Drop Box or Bin, Debris Box or Bin, Compactor or dumpsters with volume equal to or greater than ten cubic yards which are delivered to an industrial or commercial premises, or construction or project site, by the Contractor, which Contractor collects refuse from on demand, or pursuant to a schedule with the Customer.”

3. The Agreement is hereby amended by amending Section 1.61 to read as follows:

“1.61 Solid Waste

“Solid Waste” shall have the same meaning as Public Resources Code §40191 as it is now or as it may be amended.”

4. The Agreement is hereby amended by adding Section 1.70 as follows:

“1.70 Pull

“Pull” means the collection of solid waste from a Roll-Off Container or compactor as requested or scheduled by a Customer.”

5. The Agreement is hereby amended to add Section 1.71 to read as follows:

“1.71 Tipping Fee

“Tipping Fee” means a fee paid for the disposal of solid waste which may also be referred to as a “Disposal Fee.”

6. The Agreement is hereby amended to add Section 1.72 to read as follows:

“1.72 Container Rental/Container Rental Fee/Rental Fee

“Container Rental” or “Container Rental Fee” or “Rental Fee” means a fee paid for the rental of a roll-off container, compactor, or other container.”

7. Section 4.1 (C) of the Agreement is hereby amended to read as follows:

Article 4 Section 4.1 ...“C. Commercial, Industrial, Multi-Family Residential and Commercial and Industrial Roll-Off collection and disposal.

Commercial and Industrial collection within the District includes Residential Customers who are operating a commercial/industrial enterprise or Multi-Family

Residential complex on their property in and consistent with applicable uses permitted within the zoning designation for the property and commercial and industrial roll-off container collection disposal. For Residential Customers operating an commercial/industrial enterprise or multi-family enterprise as described above if the solid waste produced by these commercial/industrial uses constitutes an Overage, Contractor may request that the District bill the Customer in accordance with the billing procedure set forth in Article 5 or Exhibit 1 of this Agreement. For Industrial and Commercial Customers within the District who request, utilize, or require roll-off collection and disposal services, including solid waste generated from industrial compactors, Contractor shall be the exclusive provider of such Roll-Off Services for the District within the District's boundaries. Roll-Off Service is further described in Section 4.1(E)."

8. Section 4.1(E) is hereby amended to read as follows:

Article 4 Section 4.1 "...E. Roll-Off Service /Temporary bins.

Contractor shall be the exclusive provider of Roll-Off Service for Industrial and Commercial Users within the District and, with the exclusion of certain construction and demolition debris as set forth in Section 6.2(F), the exclusive provider of temporary bins/roll-off service for the purpose of collection and disposal of non-hazardous solid waste. Contractor shall deliver and collect at the direction of the Customer. Bins shall be free of graffiti and in good repair. Contractor may charge rent on said bins, a Pull Fee for collection of solid waste a Delivery Fee for said bins, and a Tipping Fee for the disposal of solid waste collected from those bins in an amount set by the District in accordance with rate adopted by the District in accordance with Article 7 of this Agreement and Article 13(D) of the California Constitution (Proposition 218). Bins must be clearly marked and identifiable as belonging to Contractor. Special consideration shall be given when determining the pickup area for temporary bins/roll-offs service accounts to insure that the flow of traffic is not impeded, it does not result in aesthetic degradation of the area or it in violation of any District Ordinance or County Ordinance relating to the placement of such containers. The designated pickup area, if disputed by Customer or Contractor, shall be determined by the District. Additionally, if in District's opinion the location of an existing area is inappropriate, District may require Customer or Contractor to relocate the pickup area. Contractor and Customer will determine the appropriate container size and frequency of pulls. Roll-Off Service includes the collection and disposal of solid waste from a compactor owned by Customer or from someone other than Contractor." Contractor shall coordinate transition of service with each Customer to avoid any interruption in service including, but not limited to, the assumption, acquisition, or termination of any existing compactor lease and/or the lease or sale of a compactor to any Customer who has or requires a compactor as deemed necessary by the Contractor unless such accommodation cannot be made or will result in the Customer being liable for termination fees or other costs in which case, Customer may continue to lease

compactor from another provider for the unexpired term of that lease. Nothing in this Section or this Agreement will prevent any Customer of the District from acquiring and owning its own compactors or Drop Box.

9. Section 4.2(C) of the Agreement is hereby amended to read as follows:

Article 4 Section 4.2... "C. Commercial/Industrial Recycling.

Contractor shall develop for the District's approval a program to strongly encourage Commercial/Industrial Recycling for all Customers within the District's boundary served by Contractor which conforms to any and all state or local diversion or recycling requirements. District shall promptly notify Contractor of its approval or disapproval of such program. In the event the District does not approve such program, District shall provide a written explanation of the reasons for its failure to approve such program. Contractor shall collect and process recyclables from all Commercial/Industrial Customers served by Contractor as scheduled by and between the Customer and Contractor."

10. The Title of Section 5.1(A) is hereby amended from "Customer List" to "Residential Customer List."

11. Section 5.1(B) of the Agreement is hereby amended to read as follows:

Article 5 Section 5.1 "...B. Non-Residential Billing.

District shall preform the billing and collection for service all Non-Residential Customers within the District Boundaries receiving services including, but not limited to, Roll-Off and Temporary and Bulky Item Service, subject to this Agreement. Said billings shall be based upon information provided to District from Contractor on or before the fifteenth (15th) day of each month for services provided the prior month as set forth in Section 6.4(B). After the District has made a good-faith effort to collect amounts due from a Non-Residential Customer, if the bill remains unpaid, the Contractor shall suspend collection service after written notice/authorization from/by the District. Further collection action shall be taken, as the District sees fit, including, but not limited to, the imposition of a lien on the Customer's real property pursuant to Water Code Section 31700 et. seq. or other applicable statute. Any funds collected from a delinquent Customer by the District less the District's costs of collection, including all costs relating to the imposition of the lien, and any amounts owing to the District under this Agreement shall be surrendered by the District to the Contractor or credited to the Contractor's account against any sums owed by the Contractor to the District."

12. The Title of Section 5.1(C) of the Agreement is hereby amended from "Residential customers" to read "Residential Customer Billing."

13. Section 5.1(D) of this Agreement is hereby amended to read as follows:

Article 5 Section 5.2... "D. Temporary Service/Front Load/Bulky Items

Whenever a Customer requests, on a temporary basis, Roll-Off, Front Load bin, or Bulky Item collection and disposal service Contractor shall be the exclusive provider for the services within the District's boundaries. Billing for such services shall be in the same manner as Commercial/Industrial Roll-Off Service."

14. The Agreement is hereby amended to add Section 5.1(F) to read as follows:

"Article 5 Section 5.2... "F. Service Rates-Roll-Off Service.

Serve Rate for Roll-Off Services provided pursuant to this Agreement amended by Amendment No.1 effective November 19, 2017, shall be adopted by Resolution of the Board of Directors of the District pursuant to applicable law including, but not limited to, Article 13 D of the California Constitution (Proposition 218). The service rates are discussed in more particularity in Article 7 of this Agreement."

15. Section 6.3 of the Agreement is hereby amended to read as follows:

Article 6... "**6.3 Administrative / Franchise Fee**

A. Residential Service. There will be no Franchise Fee for Residential Service associated with this Franchise Agreement, However, the District will add an Administration Fee to cover the costs of billing and other Administrative expenses related to this Agreement. The Administrative Fee amount will be determined by the District and added to the Service Rates and will be billed together with the Service Rates. The District will deduct the Administrative Fee collected and pay to Contractor the Service Rate. The amount of the Administrative Fee will be adjusted for inflation in the same manner as the Service Rate described in Section 7.3.

B. Commercial/Industrial Roll-Off Franchise Fee.

There will be a ten percent (10%) percent Franchise Fee added to the Service Rates for Industrial/Commercial Roll-Off services Pull-Fee and Tipping Fee. There will be no Franchise Fee added to the delivery fee or the bin/container rental fee. The ten percent (10%) Franchise Fee will be included in the initial Service Rates and any adjustments to those rates due to inflation as described in Section 7.3."

The initial rates for Roll-Off Service including, where applicable, the Franchise Fee, for Roll-Off Service pursuant to this Amendment No.1 are attached to this Amendment No. 1 incorporated by this reference herein as Exhibit No.1.

16. Section 6.4 of the Agreement is hereby amended to read as follows:

Article 6... "6.4 Time and Method of Payment

A. Residential

District shall calculate the amount due Contractor for Residential Service based on the number of accounts to which service is provided times the applicable rate for each Customer and will include adjustments for service suspended or terminated within each billing month. The amount paid to the Contractor will not include the Administrative/Franchise Fee as set forth in Section 6.3.

To determine the number of Customers, District will provide Contractor with a list of Customers, via email, on Wednesday of each week, for the following week's service. The list will include all accounts suspended or terminated so that Contractor may collect the solid waste and then pick-up the containers. Contractor will not be paid for those Customers whose service is suspended or terminated for subsequent pick-ups unless and until District informs Contractor that service that Customers address is to be resumed.

For additional charges, such as overages, additional Container, additional pick-ups, or pick-up or delivering of Containers for service which has been terminated or suspended and then resumed, Contractor will provide District with an invoice for said charges by the fifteenth (15th) day of each month for the prior month so that those charges may be included on the District's Water, Sewer, and Solid Waste bills. The District will include those charges, as collected, to Contractor within sixty (60) days after District has billed its Customers.

B. Roll-Off Service.

By the fifteenth (15th) day of each month Contractor will provide District with all data necessary for the District to bill Customers for the prior month's service including, but not limited to, Customers served, number of days to be charged rent, number of Pulls, units, (tons) of Tipping Fee and delivery fees to be charged. Contractor and District will coordinate to determine what data, and in what format the data will be received, is necessary for the District to properly bill Customers for services rendered by Contractor. District will use the data provided by Contractor to calculate the amount each Customer is to be billed based on the applicable Service Rates including the Franchise Fee as set forth in Section 6.3(B) and will bill for said services to be included on the District's Customers regular monthly Water and Sewer bills. District will then remit to Contractor,

within sixty (60) days of mailing its bills for services provided, payments for Roll-Off Services provided by Contractor minus the Franchise Fee as set forth in Section 6.3(B), as collected, to Contractor."

17. The Agreement is hereby amended to add Section 8.6 to read as follows:

Article 8... "8.6 Compliance Reporting

Throughout the term of this Agreement, Contractor will prepare and submit any and all reports necessary for Compliance with the Act, AB939, AB34, and/or AB1826 or any other Federal, State, or Local Act requiring the District to prepare and submit such reports on behalf of the District.

18. Effective Date.

The Effective Date of this Amendment No. 1 shall be November 19, 2017.

19. Counterparts.

This Amendment No. 1 may be executed in counterparts, each of which shall be considered an original.

20. Authority.

Authority to Execute. The signatories to this Amendment No. 1 represent that they have the proper Authority to Execute this Agreement on behalf of the Party they represent.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Solid Waste and Recycling Franchise Agreement between the Malaga County Water District and Industrial Waste and Salvage for Solid Waste Collection, Green Waste Collection, and Recycling Services.

DISTRICT:

MALAGA COUNTY WATER DISTRICT

By _____
Charles Garabedian, Jr. President
Board of Directors of the
Malaga County Water District

CONTRACTOR:

ORANGE AVENUE DISPOSAL
DBA: INDUSTRIAL WASTE AND
SALVAGE

By _____
(Name and Title)

APPROVED AS TO FORM:

Neal E. Costanzo, Legal Counsel



1112 I Street, Suite 300
 Sacramento, California 95814-2865
 T 916.231.4141 or 800.537.7790 * F 916.231.4111

Maximizing Protection. Minimizing Risk. * www.sdrma.org

November 30, 2017

Mrs. Laurie Cortez
 Office Manager/Accounting
 Malaga County Water District
 3580 South Frank Street
 Fresno, California 93725-2594

Re: Workers' Compensation Resolution for Governing Body Member and/or Volunteer Coverage

Dear Mrs. Cortez,

Recently our excess carrier has made us aware that SDRMA Workers' Compensation (WC) members need to pass a **new Resolution** if they would like to continue (or start) covering their Governing Body members and/or volunteers.

Section 3363.5 of the California Labor Code provides that a person who performs voluntary service for a public agency as designated and authorized by the Governing Body of the agency or its designee, shall, upon adoption of a Resolution by the Governing Body of the agency so declaring, be deemed to be an employee for workers' compensation purposes. Thus, if such a resolution is adopted, and the volunteer is injured while performing duties for the agency, the volunteer is entitled to receive workers' compensation benefits and their exclusive remedy for recovery against the agency is through the Workers' Compensation system.

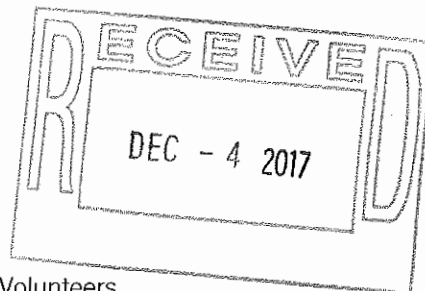
Such Governing Body members and/or volunteers may be covered for workers' compensation benefits only if a Resolution to that effect is adopted by the Governing Body pursuant to Labor Code § 3363.5 and a copy of the Resolution is filed with SDRMA.

A new Resolution (see attached) has been created by our coverage counsel. The Resolution permits your Governing Body to designate the various categories of persons who the agency desires to "deem" to be employees for purposes of workers' compensation. It declares, on a blanket basis, that the designated categories of volunteers are deemed employees and those categories consist of Governing Body Members, persons performing voluntary service, persons on work study, interns, and other volunteers. In addition, those so designated persons also need to be listed under our Workers' Compensation Program (which includes paying an annual contribution amount) to enable coverage.

When using the sample Resolution provided, please do not make any changes other than the areas highlighted in yellow. **To ensure accurate and timely implementation of your Resolution, please return your Governing Body approved Workers' Compensation Resolution as soon as possible by fax or email.** A Microsoft Word version of the sample Resolution can be downloaded at <http://www.sdrma.org/program-coverages/workers-compensation-program>. If your agency has any questions please contact Ellen Doughty, Chief Member Services Officer, at 800.537.7790 or edoughty@sdurma.org.

Sincerely,
 Special District Risk Management Authority


 Gregory S. Hall, ARM
 Chief Executive Officer



Enclosures: Sample Resolution for Covering Governing Body and/or Volunteers

item 5.d.

RESOLUTION NO. 12-12-2017A

**RESOLUTION OF THE GOVERNING BODY OF
THE MALAGA COUNTY WATER DISTRICT,
DECLARING THAT GOVERNING BODY MEMBERS AND VOLUNTEERS SHALL
BE DEEMED TO BE EMPLOYEES OF THE DISTRICT FOR THE PURPOSE OF
PROVIDING WORKERS' COMPENSATION COVERAGE FOR SAID CERTAIN
INDIVIDUALS WHILE PROVIDING THEIR SERVICES**

WHEREAS, the Malaga County Water District utilizes the services of Governing Body Members and Volunteers; and

WHEREAS, Section 3363.5 of the California Labor Code provides that a person who performs voluntary service for a public agency as designated and authorized by the Governing Body of the agency or its designee, shall, upon adoption of a resolution by the Governing Body of the agency so declaring, be deemed to be an employee of the agency for the purpose of Division 4 of said Labor Code while performing such services; and

WHEREAS, the Governing Body wishes to extend Workers' Compensation coverage as provided by State law to the following designated categories of persons as indicated by a checkmark in the box to the left of the descriptions:

- ☐ All Members of the Governing Body of the Malaga County Water District as presently or hereafter constituted and/or
- ☐ All persons performing voluntary services without pay other than meals, transportation, lodging or reimbursement for incidental expenses
- ☐ Individuals on Work-study programs
- ☐ Interns
- ☐ Other Volunteers
- ☐ _____
[designate]

NOW, THEREFORE, BE IT RESOLVED, that such persons coming within the categories specified above including the duly elected or appointed replacements of any Governing Body Member and other designated individuals be deemed to be employees of the Malaga County Water District for the purpose of Workers' Compensation coverage as provided in Division 4 of the Labor Code while performing such service. However, said Governing Body Members and other designated individuals will not be considered an employee of the Malaga County Water District for any purpose other than for such Workers' Compensation coverage, nor grant nor enlarge upon any other right, duty, or responsibility of such Governing Body Members or other designated individuals, nor allow such persons to claim any other benefits or rights given to paid employees of the Malaga County Water District.

PASSED, APPROVED AND ADOPTED this December 12, 2017 by the following vote:

AYES:
NOES:
ABSENT:

Charles Garabedian, Jr., Chairperson
Malaga County Water District

APPROVED AS TO FORM:



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

item 14.a.1

Central Valley Regional Water Quality Control Board

James Anderson, General Manager
Malaga County Water District
3580 South Frank Street
Fresno, CA 93725

21 November 2017

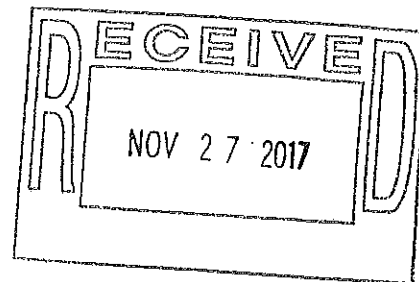
REVISED COPPER, CYANIDE, NITRATE PLUS NITRITE POLLUTION PREVENTION PLAN; CEASE AND DESIST ORDER R5-2014-0146; MALAGA COUNTY WATER DISTRICT; WASTEWATER TREATMENT FACILITY; FRESNO COUNTY

On 20 January 2016, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) provided a review of the Malaga County Water District's (District) Copper, Cyanide, and Nitrate plus Nitrite Pollution Prevention Plan. The Central Valley Water Board directed the District to revise the Pollution Prevention Plan in order to fully satisfy the requirements of Cease and Desist Order R5-2014-0146, Provision 5, Task 5a. The District submitted a revised Pollution Prevention Plan on 15 May 2017 to address the concerns raised in the 20 January 2016 review.

We have reviewed the 15 May 2017 revised Pollution Prevention Plan. As detailed in the enclosed memorandum, the revised Pollution Prevention Plan and associated cover letter satisfy the requirements of California Water Code, Section 13263.3 and include a commitment to perform specific pollution prevention activities. Therefore, the District's revised Pollution Prevention Plan fulfills Cease and Desist Order R5-2014-0146, Provision 5, Task 5a.

If you have any questions regarding this matter, please contact Nicolette Dentoni at (559) 444-2505 or at Nicolette.Dentoni@waterboards.ca.gov.

MATTHEW S. SCROGGINS
Senior Engineer
RCE No. 67491



Enclosure: 21 November 2017 Memorandum

cc: Charles Garabedian, Jr., President, Malaga County Water District, Fresno, CA