



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Tuesday, July 23, 2019 at 6:00PM

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

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

1. Call to Order:

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

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

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

- a. Minutes of the Regular Board Meeting of July 8, 2019.
- b. Agreement with Laurel Fawcett to provide administrative services for the Prop 68 Park Grant Application.

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

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

5. Old Business:

- a. **Water Meters: 3630 E Wawona Ave, APN 33121015.** During the water meter conversion, SWRCB grant guidelines required that the District provide a single meter to the parcel, whereas the District had previously read four meters. The property owner requests that he be allowed to install compatible AMR meters at the previous locations to make tenant water billing convenient. Individual tenants on that property already have their own sewer accounts with MCWD.

Recommended action: To hold a discussion and decide whether additional meters, provided and installed at the property owner's expense, be permitted in accordance with the Malaga Code, Section 2.08.070. For discussion and potential action.

- b. **Sitelogiq Solar.** Sitelogiq has developed a solar power purchase proposal for MCWD with solar panels to be installed at Malaga Park, the WWTF, Well 3 site, and Well 8 Site. The park solar project is included in the Prop 68 park grant application. The remaining solar is recommended to be purchased through a Tax Exempt Municipal Lease.

For information and potential action.

- c. **CDBG 17451; Progress Payment Report #3.** A payment request for \$83,788.96 to be paid to Davis Moreno Construction for A/C work to date.

Recommended action: To approve payment of \$83,788.96 to Davis Moreno Construction.

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

- d. **Prop 68 Park Grant.** Update on the Prop 68 park grant application.

For discussion and potential action.

6. New Business: No new business for this meeting.

7. Recreation Reports: None for this meeting.

8. Engineer Reports:

- a. District Engineer Report. A development site plan has been submitted for 3107/3109 E Malaga Ave as a truck park facility. Engineer review comments are being returned to the project developer for action.
- b. CDBG Engineer Report: The Rec Center A/C is operational with construction near completion.

9. General Manager's Report:

- a. NKGSA Groundwater Sustainability Plan (GSP). The NKGSA GSP draft is completed for agency review.
- b. WWTF Operator 2-5 recruitment
- c. KBWA approved the DAC grant for MCWD to design a new Well 3

10. President's Report:

11. Vice President's Report:

12. Director's Reports:

13. Legal Counsel Report:

14. Communications:

a. Written Communications:

b. Public Comment:

15. Closed Session:

16. Adjournment:

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

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of July, 2019 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, at 5:00P.M. On 07/19/2019.

Norma Melendez

Norma Melendez, District Clerk



REGULAR BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Monday, July 08, 2019 at 6:00PM

item 4.a.

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

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1. Call to Order:

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

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

4. Old Business:

- a. **Resolution 7-08-2019: Outdoor Watering Schedule.** A resolution to adopt the same outdoor watering schedule as the City of Fresno.

Recommended action: To adopt resolution 7-08-2019 as presented or amended.

Motion by: V-P Cerrillo; Second by: Director Cerrillo and approved by a vote of 5-0

- b. **CDBG 17451 Progress Payment Request #2.** A payment request of \$306,852.00 is requested by Davis Moreno Construction for contract services for CDBG 17451.

Recommended action: To approve payment request #2.

Motion by: V-P Cerrillo; Second by: Director Tovar and approved by a vote 5-0

- c. **Prop 68 Grant.** An update on the development of a Prop 68 Park Grant application for MCWD.

For information and discussion.

Discussion was held; no reportable action taken.

5. New Business: No new business for this meeting.

6. Recreation Reports:

a. **Community Center Report.**

b. **Recreation Report.**

7. Engineer Reports:

a. District Engineer Report. Documentation of completion of the meter project is being finalized.

b. CDBG Engineer Report: Fresno County Planning has announced applications for CDBG 2020-2021 are due on 30 August 2019. Staff will develop potential projects for discussion at the next regular meeting. Board members please submit ideas to the GM.

For information.

8. General Manager's Report:

9. President's Report:

10. Vice President's Report:

11. Director's Reports:

12. Legal Counsel Report:

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

a. Minutes of the Regular Board Meeting of June 25, 2019.

b. Financial Statements and Account Payable reports.

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

Motion by: V-P Cerrillo; Second by: Director Castaneda and approved by a vote of 5-0

14. Communications:

a. Written Communications:

1. An invitation to attend a fundraising luncheon honoring Fresno County Supervisor Sal Quintero.

b. Public Comment:

15. Closed Session: No closed session for this meeting.

16. Adjournment: 7:02

Motion by: Director Tovar, Second by: Director Cerrillo

item 4.b.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") dated this 16th day of July, 2019

BETWEEN:

CLIENT

Malaga County Water District
3580 S Frank Street Fresno CA 93725
(the "Client")

CONTRACTOR

Laural Fawcett
611 E 20th Street #302, Oakland CA 94606
(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Provide Administrative Support and Document Coordination related to the preparation of Clients Proposition 68 Grant Application.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, or 180 days whichever is sooner subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services,

that Party will be required to provide three days' written notice to the other Party.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

7. The Contractor will charge the Client for the Services at the rate of \$30.00 per hour (the "Compensation").
8. The Client will be invoiced when the Services are complete.
9. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
10. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.
11. The maximum compensation for Client to Contractor pursuant to this agreement shall be Three Thousand Dollars (\$3000.00). An increase in the amount of compensation in excess of \$3000.00 must be agreed to by the Parties and approved by the Board of Directors of Client.

REIMBURSEMENT OF EXPENSES

12. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
13. All expenses must be pre-approved by the Client.

CONFIDENTIALITY

14. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
16. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

17. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
18. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

19. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.
20. In the event that this Agreement is terminated by the Client prior to completion of the Services the Contractor will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Contractor or, where agreed between the Parties, to compensation in lieu of recovery.

CAPACITY/INDEPENDENT CONTRACTOR

21. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

NOTICE

22. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
 - a. Malaga County Water District
3580 S Frank Street Fresno CA 93725
 - b. Laural Fawcett
611 E 20th Street #302, Oakland CA 94606

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with

the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

23. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

26. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

28. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and

include the feminine and vice versa.

GOVERNING LAW

31. This Agreement will be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Fresno. In the event of an action brought by either Party to enforce provision of this Agreement in any competent jurisdiction the prevailing party shall be entitled to its reasonable costs including attorney's fees and expert witness fees.

SEVERABILITY

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 16th day of July, 2019.

Malaga County Water District

Per: J. Anderson, GM (Representative)

Laural Fawcett

item 5.c.

YAMABE & HORN ENGINEERING, INC.
PROGRESS PAYMENT REPORT

MALAGA COUNTY WATER DISTRICT

PROJECT: Arriaga Roof & AC Project - CDBG 17451

INVOICE NO.: 19043

DATE: 7/2/2019


CONTRACTOR: DAVIS MORENO CONSTRUCTION, Inc.

PAYMENT NO. : 3

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UN	UNIT PRICE	CONTRACT AMOUNT	PERCENT COMPLETE	AMOUNT EARNED
1	Mobilization (Not to Exceed \$17,000)	1	LS	\$17,000.00	\$17,000.00	90.0%	\$15,300.00
2	Provide & Install New Air Conditioning & Heating Equipment	5	EA	\$50,319.60	\$251,598.00	95.0%	\$239,018.10
3	Provide & install new Electrical Service to A/C Units	1	LS	\$116,718.90	\$116,718.90	100.0%	\$116,718.90
4	Provide & Install New Foam Roofing	6,200	SF	\$7.60	\$47,120.00	100.0%	\$47,120.00
5	Provide & Install Concrete Pads for A/C Units	5	EA	\$3,799.16	\$18,995.80	100.0%	\$18,995.80
6	Fresno County Building Permit	1	EA	\$1,045.00	\$1,045.00	100.0%	\$1,045.00

TOTAL \$452,477.70

CHANGE ORDERS	TOTAL CONTRACT COMPLETED TO DATE	\$438,197.80
	Total Changes Orders	\$0.00
	TOTAL EARNED TO DATE	\$438,197.80
	LESS 5% RETENTION	\$21,909.89
	TOTAL AMOUNT DUE	\$416,287.91
	LESS PREVIOUS PAYMENTS	
	NO. 1	\$25,646.95
	NO. 2	\$306,852.00
	NO. 3	\$0.00
	TOTAL PREVIOUS PAYMENTS	\$332,498.96
APPROVED FOR PAYMENT	TOTAL AMOUNT DUE THIS PAYMENT	\$83,788.96


 GARY D. HORN, CDBG ENGINEER

Job No. 18-169

REQUEST FOR PAYMENT

From: Davis Moreno Construction, Inc.
4720 N. Blythe Avenue
Fresno, CA 93722

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

Invoice: 19043
Invoice date: 6/28/2019
Period ending date: 6/30/2019

Project: 1-904 Malaga Arriaga HVAC/Roof

Contract date:

Request for payment:

Original contract amount	\$452,477.70	
Approved changes	\$26,445.00	
Revised contract amount		\$478,922.70
Contract completed to date		\$438,197.80
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less retainage	\$21,909.89	
Total completed less retainage		\$416,287.91
Less previous requests	\$332,498.96	
Current request for payment		\$83,788.95
Current billing		\$88,198.90
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	\$4,409.95	
Current amount due		\$83,788.95
Remaining contract to bill	\$62,634.79	

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Malaga County Water District relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and

CONTRACTOR: **Davis Moreno Construction Inc.**

By: _____

Date: 6/28/19

ARCHITECT'S CERTIFICATE FOR PAYMENT :

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architects knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ _____

(Attached explanations if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of the payment are without prejudice to any rights of the Owner or Contractor under this Contract

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

REQUEST FOR PAYMENT DETAIL

Project: 1-904 / Malaga Arriaga HVAC/Roof

Invoice: 19043

Period Ending Date: 6/30/2019 Detail Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
904-001	Mobilization	17,000.00	8,500.00	6,800.00		15,300.00	90.00	1,700.00	765.00
904-002	HVAC	251,598.00	188,698.50	50,319.60		239,018.10	95.00	12,579.90	11,950.91
904-003	Electrical	116,718.90	87,539.18	29,179.72		116,718.90	100.00		5,835.94
904-004	Roofing	47,120.00	47,120.00			47,120.00	100.00		2,356.00
904-005	Concrete	18,995.80	17,096.22	1,899.58		18,995.80	100.00		949.79
904-006	Permit	1,045.00	1,045.00			1,045.00	100.00		52.25
904-007	Change Order 1	2,076.00						2,076.00	
904-008	Change Order 2A	3,942.00						3,942.00	
904-009	Change Order 2BR	23,158.00						23,158.00	
904-010	Change Order 3	-4,200.00						-4,200.00	
904-011	Change Order 4	3,000.00						3,000.00	
904-012	Change Order 5	-1,531.00						-1,531.00	

Totals		478,922.70	349,998.90	88,198.90		438,197.80	91.50	40,724.90	21,909.89
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