



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK AVENUE
FRESNO, CALIFORNIA 93725
Tuesday, August 11, 2026 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.

Join Zoom Meeting

<https://us06web.zoom.us/j/88662572517?pwd=dZtrBl6Y8P3xqdp96GlgaubHS6eN69.1>

Meeting chat link: <https://us06web.zoom.us/jc/88662572517>

One tap mobile: +16699006833 US (San Jose) or +16694449171 US

Meeting ID: 886 6257 2517 **Passcode:** 08112026

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. **On-going Consultant Service Agreement.** Provost & Pritchard presently provides a variety of consulting services to the District, including engineering, administration, construction review, and consultation. The Consultant Service Agreement (CSA) for On-going Engineering Services between Malaga County Water District and Provost & Pritchard was last renewed in 2016. Provost & Pritchard wishes to continue On-going Engineering Services for the District. A proposal and CSA to continue on-going engineering services, is attached, including the price list request at the previous board meeting.

Recommended Action: Review and approve CSA for On-going Engineering Services.

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

5. New Business:

- a. **Resolution 08-11-2026.** A Resolution approving a General Manager employment agreement.

Recommended action: to approve Resolution 08-11-2026 as presented or amended.

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

- b. **Resolution 08-11-2026A.** A resolution approving an out-of-service area agreement for the Comunidad Nuevo Lago Mobile Home Park project.

Recommended Action: to approve Resolution 08-11-2026A as presented or amended.

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

- c. **Resolution No. 08-11-2026B. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT APPROVING AN UPDATED MASTER FEE SCHEDULE EFFECTIVE AUGUST 1, 2026.** The District's solid waste provider has submitted formal notification of a 3.6% CPI price increase. In accordance with the service agreement, solid waste rates for District customers will adjust upwards by 3.6%, effective August 1, 2026.

Recommended Action. Approve Resolution No. 08-11-2026.

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

- d. **Resolution No. 08-11-2026C.** A resolution authorizing investment of monies in the Local Agency Investment Fund (LAIF).

Recommended Action: To approve Resolution No. 08-11-2026D as presented or amended.

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

- e. **Resolution No. 08-11-2026D.** Approving authorized signors for the County of Fresno Auditor-Controller/ Treasurer- Tax Collector.

Recommended action: To approve Resolution No. 08-11-2026E.

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

- f. **Resolution No. 08-11-2026E.** A resolution designating trustees and administrator for the District's Money Purchase Pension Plan and 457(b) Plan.

Recommended action: to approve Resolution No. 08-11-2026F as presented or amended.

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

- g. **Resolution No. 8-11-2026F.** A resolution designating authorized representatives and ratifying prior administrative actions for the Well 5A Project.

Recommended action: to approve Resolution No. 8-11-2026G as presented or amended.

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

6. Recreation Reports:

7. Engineer Reports:

a. District Engineer Report.

- i. **Well 7 TCP Results.** Well 7 has been tested for 1,2,3-trichloropropane (TCP) three times over the past three years. All three samples had detections of TCP over the maximum contaminant level (MCL) of 0.005 µg/L. Results were as follows:

- Oct 2022: 0.0061 µg/L
- Oct 2025: 0.0052 µg/L
- June 2026: 0.0087 µg/L

Well 7 should be sampled for TCP on a quarterly basis due to the detections. Compliance is based on a 4-quarter running average. If TCP detections continue to be found above the MCL, a compliance order is anticipated.

In California, many cities and water districts have sued major chemical companies like Shell and Dow to recover heavy costs for treating groundwater contaminated with TCP. Robins Borghei LLP has successfully represented public water suppliers affected by TCP, throughout California and the Central Valley. It is recommended that P&P initiate discussions with the District and Robins Borghei regarding potential litigation.

Recommended Action: Board's Pleasure.

- ii. **Environmental Compliance Inspection Support.** P&P has reviewed current pretreatment program documents and files from the District and started scanning information into the file. We have set up a database of information with direct inputs into the permit document and conditions. The District has agreed to review and update some of the information in the database to ensure that it is current. We have conducted facility inspections with 10 of the significant dischargers. We have been working to update forms and permit documentation.

The first batch of 103 permits are prepared for the District's review and approval. There are unresolved questions on the remaining permits that we will work with the District to help answer.

Until the District hires an ECI, P&P proposes to continue to update the database and make determinations related to the remaining permits, conduct inspections for the new permit applicants, and prepare the remaining permits so they can be provided to the District for review and approval. We propose to continue this effort on a time and materials basis.

Recommended Action: For information.

b. CDBG Engineer Report: **None for this meeting.**

8. General Manager's Report:

9. President's Report:

10. Vice President's Report:

11. Director's Reports:

12. Legal Counsel Report:

13. Communications:

a. Written Communications: None for this meeting.

b. Public Comment: *The Public may address the Malaga County Water District Board on item(s) of interest within the jurisdiction of the Board, not appearing on the agenda. The Board will listen to comments presented; however, in compliance with the Brown Act, the Board cannot take action on items that are not on the agenda. The public should address the Board on agenda items at the time they are addressed by the Board. All speakers are requested to wait until recognized by the Board President. All Comments will be limited to three (3) minutes or less per individual/group per item per meeting, with a fifteen (15) minutes maximum.*

14. 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 28, 2026.
- b. Center Rental of August 9, 2026 deposit waiver.
- c. Accounts Payable Report.

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

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

15. Closed Session:

- a. Ortiz v. Malaga County Water District, et. al. 1 :25-CV-01803-JTL-BAM;

16. Adjournment:

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

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of August 11, 2026 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, at 5:00P.M. On 08/07/2026.

Norma Melendez, District Clerk

CONSULTANT SERVICES AGREEMENT

CSA NO:

Malaga County Water District

Client/Agency

Board of Directors

Attention

Malaga County Water District

Bill to

3580 S. Frank Street

Billing Address

Fresno, CA 93725

City, Zip Code

2026/2027 Ongoing Engineering Services Proposal

Project Title

1057

Proposal No.

(559) 485-7353

Telephone

Fax

charlsjr62@gmail.com

Email

Malaga, California

Location

DESCRIPTION OF SERVICES

Please refer to the attached proposal dated June 17, 2026, "2026/2027 Ongoing Engineering Services Proposal."

The provisions set forth below and on the following paragraphs 1 through 42 are incorporated into and made a part of this Agreement. In signing, the Client acknowledges that they have read and approved all such terms and hires Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to perform the above-described services.

TERMS AND CONDITIONS

Client and Consultant agree that the following terms and conditions shall be part of this agreement:

1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-

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use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

5. Client agrees not to reuse Work Product, in whole or in part, for any project other than the project that is the subject of this agreement. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client agrees not to use or permit any other person to use versions of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.
6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

LIMITATIONS

9. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
10. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

INDEMNIFICATION

11. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees, and agents (collectively, the "Client indemnities") from, for and against any and all claims, demands, damages, losses, expenses, liabilities, and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person

or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

FINANCIAL

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.
13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 12.
16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

LIMITATION OF LIABILITY

19. Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's compensation for performing services under this Agreement or \$50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such third-party claims for which Consultant is liable.

DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

CONSTRUCTION PROJECTS

21. If the scope of services contained in this agreement does not include construction phase services for this project, Client agrees that such construction phase services will be provided by Client or by others. Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the negligence or other wrongful acts of Consultant, its employees, its subconsultants, or any other person or entity for which Consultant is responsible.
22. Client agrees to include provisions in its contract with the construction contractor to the effect that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or its employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
23. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
24. If, during the construction phase of the project, Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and, at Client's option, retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
25. If, due to the Consultant's error, omission or negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. The Consultant will not be responsible for any cost or expense that enhances the value of the Project.

SUSPENSION AND TERMINATION

26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the

Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 31.
30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

OTHER

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
36. This agreement shall be governed by and construed in accordance with the laws of the State of California. The Client agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Fresno, State of California.
37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.

38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.
39. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Client/Agency

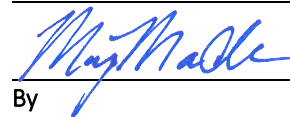
By

Name

Title

Date Signed

Provost & Pritchard Engineering Group, Inc.,
dba Provost & Pritchard Consulting Group



By

Maija Madec

Name

Principal Engineer

Title

6-17-2026

Date Signed

PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave, Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

June 17, 2025

Board of Directors
Malaga County Water District
3580 S. Frank Street
Fresno, CA 93725

RE: 2026/2027 Ongoing Engineering Services Proposal

Provost & Pritchard Consulting Group (Provost & Pritchard) has been providing a wide range of professional consulting services to local cities, counties, and special districts throughout the Central Valley, including Malaga County Water District, for the past 58 years. Provost & Pritchard has been providing engineering services for Malaga County Water District for over 30 years, and we are familiar with the District's existing water and sewer system systems, operations, and system needs.

Provost & Pritchard presently provides a variety of consulting services to Malaga County Water District, including engineering, administration, construction review, and consultation. We are very much interested in continuing our relationship with the District.

Basic Services

It is proposed that Provost & Pritchard is retained on a time and materials basis to perform the Basic Services described below.

Phase 100, 101, 105 District Administration

- Assistance with general district administration and participation in regular meetings when requested (it is assumed that P&P would attend no more than 4 Board Meetings through the year)
- Preparation and update of district mapping as requested
- Approximately 12 hours per month of general consulting
- Limited preparation and administration of funding assistance applications – excepting those funding applications contracted with other consultants

Phase 200 Water Facilities

- Approximately 40 hours a year of consulting associated with the water system (including coordination with the SWRCB Division of Drinking Water, evaluation of the water system, and capital improvement recommendations).

Phase 400 Wastewater Facilities

- Approximately 60 hours per year of consulting associated with the wastewater systems (including communications with the Regional Water Quality Control Board, evaluation of the sewer and treatment systems, and capital improvement recommendations).
- Assistance with the updates to the Pretreatment Ordinance (if requested).

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Phase 600 Development Reviews

- Consulting associated with proposed developments (including review of improvement plans, determination of fees or requirements, periodic field review of improvements).
- Assistance with processing of annexation requests.

Existing Extra Services

- High Speed Rail impacts and related coordination.
- Infrastructure Master Plan Update , to address current land use, regulatory requirements, anticipated growth, and necessary water and sewer infrastructure to support he demands.
- Design and construction review of WWTP improvements funded through the CDBG program
- Design and construction review of Well 3A project
- Design and construction review of Well 5A project

Special Services

Special services include participation in special meetings and special studies that may be required of District operations and management. Please refer to the Draft Open Items List, submitted separately, for more defined tasks that I am aware of and that may require the involvement of an engineer.

Specific projects or tasks would be considered individually by the Board of Directors and specific authorization would be required prior to initiating work.

If the District wishes to continue to retain the services at Provost & Pritchard Consulting Group, I have included a Consultant Services Agreement for execution.

Thank you for your consideration. Please contact me if you have any questions or if you need additional information.

Respectfully,



Maija Madec, P.E.

2026 STANDARD FEE SCHEDULE

The rates outlined herein are effective for the period January 1, 2026 through December 31, 2026. Such rates will be adjusted annually on January 1 of each subsequent year. Such adjustment shall be mutually agreed upon by the Client and Consultant and shall be reflective of then current market conditions.

STAFF TYPE	FEE RANGE
ENGINEERING	
Assistant Engineer	\$128.00 – \$156.00
Associate Engineer	\$149.00 – \$180.00
Senior Engineer	\$188.00 – \$225.00
Principal Engineer	\$235.00 – \$295.00
Associate Structural Engineer	\$148.00 – \$178.00
Senior Structural Engineer	\$187.00 – \$225.00
Principal Structural Engineer	\$235.00 – \$275.00
Assistant Electrical, I&C Engineer	\$134.00 – \$162.00
Associate Electrical, I&C Engineer	\$170.00 – \$200.00
Senior Electrical, I&C Engineer	\$210.00 – \$250.00
Principal Electrical, I&C Engineer	\$260.00 – \$300.00
SPECIALISTS	
Assistant Specialist	\$107.00 – \$127.00
Associate Specialist	\$133.00 – \$163.00
Senior Specialist	\$170.00 – \$208.00
Principal Specialist	\$218.00 – \$278.00
Assistant Biologist	\$108.00 – \$123.00
Associate Biologist	\$128.00 – \$155.00
Senior Biologist	\$162.00 – \$184.00
Principal Biologist	\$192.00 – \$232.00
Assistant Geologist/Hydrogeologist	\$117.00 – \$142.00
Associate Geologist/Hydrogeologist	\$148.00 – \$172.00
Senior Geologist/Hydrogeologist	\$182.00 – \$212.00
Principal Geologist/Hydrogeologist	\$222.00 – \$262.00
Principal Tunneling Consultant	\$258.00 – \$288.00
PLANNING	
Assistant Planner	\$110.00 – \$130.00
Associate Planner	\$137.00 – \$158.00
Senior Planner	\$165.00 – \$193.00
Principal Planner	\$201.00 – \$231.00

STAFF TYPE	FEE RANGE
TECHNICAL	
Assistant Technician	\$96.00 – \$113.00
Associate Technician	\$120.00 – \$144.00
Senior Technician	\$150.00 – \$178.00
CONSTRUCTION SERVICES	
Associate Construction Manager	\$146.00 – \$166.00
Senior Construction Manager	\$173.00 – \$197.00
Principal Construction Manager	\$207.00 – \$237.00
Construction Inspector ⁽¹⁾	\$183.00 – \$228.00
Construction Inspector OT ⁽¹⁾	\$233.00 – \$278.00
Construction Inspector Dbl OT ⁽¹⁾	\$260.00 – \$305.00
SUPPORT	
Administrative Assistant	\$86.00 – \$106.00
Project Administrator	\$100.00 – \$126.00
Senior Project Administrator	\$134.00 – \$216.00
Intern	\$76.00 – \$91.00
SURVEYING SERVICES	
Assistant Surveyor	\$122.00 – \$153.00
Licensed Surveyor	\$173.00 – \$213.00
1-Man Survey Crew	\$215.00
1-Man Survey Crew ⁽¹⁾	\$255.00
1-Man Survey Crew OT ⁽¹⁾	\$280.00
2-Man Survey Crew	\$335.00
2-Man Survey Crew ⁽¹⁾	\$360.00
2-Man Survey Crew OT ⁽¹⁾	\$380.00

(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)

(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.

Additional Fees

Expert Witness/GIS Training:
As quoted.

Travel Time (for greater than one (1) hour from employee's base office):
\$95/hour (unless the individual's rate is less)

Project Costs

Mileage: IRS value + 15%

Outside Consultants: Cost + 15%

Direct Costs: Cost + 15%

RESOLUTION NO. 08-11-2026

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY
WATER DISTRICT APPROVING A GENERAL MANAGER EMPLOYMENT
AGREEMENT**

WHEREAS, the Board of Directors desires to engage Sonia Hall as its General Manager;
and

WHEREAS, the Board of Directors desires to approve an Employment Agreement with
Sonia Hall to serve as the District' General Manager.

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

1. That the foregoing recitals are true and correct and are incorporated by this
reference as fully set forth at this point.
2. The Board of Directors hereby approves the General Manager Employment
Agreement ("Agreement") attached hereto and incorporated herein by this reference as
attachment "A," effective August 3, 2026.
3. The Vice-President is hereby authorized to sign the Agreement on behalf of
the District.

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Passed and adopted by the Board of Directors of the Malaga County Water District
at their meeting held on this 11th day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

Salvador Cerrillo, Vice-President of the
Malaga County Water District

ATTEST:

Norma Melendez Secretary to the Board
of Directors of the Malaga County Water District

RESOLUTION NO. 08-11-2026A

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MALAGA COUNTY WATER DISTRICT APPROVING AN OUT OF SERVICE AREA
AGREEMENT**

WHEREAS, the Comunidad Nuevo Lago Mobile Home Park (“CNL”) with the assistance of Self-Help Enterprises, has received a Planning Grant from the California Department of Water Resources to examine the feasibility of consolidating CNL’s wastewater system and discharge wastewater from CNL to Malaga’s sewer system for treatment at Malaga’s wastewater treatment facility; and

WHEREAS, the feasibility study has been completed and now the Malaga County Water District is preparing to submit a grant application to construct the necessary facilities or improvements to complete the consolidation; and

WHEREAS, as part of the application process, CNL and the District must enter into an out of area service agreement which must be approved by Fresno County LAFCo..

**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 incorporated by this reference herein as though fully set forth at this point.
2. The Board of Directors hereby approves the out of area service agreement as attached hereto and incorporated herein by this reference as attachment “A” and authorizes the President and Vice-President to sign the Agreement on behalf of the District.
3. This Resolution amends Resolution 5-12-2026.

Passed and adopted by the Board of Directors of the Malaga County Water District at their meeting held on this 11th day of August 2026, by the following vote:

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AYES:

NOES:

ABSENT:

Salvador Cerrillo, Vice- President
Malaga County Water District

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ATTEST

Norma Melendez,
Secretary of the Board of Directors
Malaga County Water District

RESOLUTION NO. 08-11-2026B

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

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

WHEREAS, the Malaga County Water District ("District") provides essential solid waste collection and management services to protect public health, safety, and welfare; and

WHEREAS, operational and contractual costs associated with solid waste collection, transfer, disposal, and environmental compliance are subject to annual adjustments based on economic inflation and the Consumer Price Index (CPI); and

WHEREAS, the Board of Directors has considered the report from Caglia Environmental regarding an annual CPI adjustment resulting in a 3.6% increase in operational costs; and

WHEREAS, the Board has reviewed all available information and finds that the amended fees, charges, and recovered costs set forth in Attachment A (Master Schedule of Fees, Charges, Penalties and Recovered Costs) are reasonable and do not exceed the actual costs incurred by the District to provide said services;

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

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

2. That the Board of Director of the Malaga County Water District hereby adopts the amended Master Schedule of Fees, Charges, Penalties and Recovered Costs as attached hereto as Attachment A, effective August 1, 2026.

* * * * *

Passed and adopted by the Board of Directors of the Malaga County Water District
at their meeting held on this 11th day of August 2026 by the following vote:

AYES:

NOES:

ABSENT:

Salvador Cerrillo, Vice-President of the
Malaga County Water District

ATTEST:

Norma Melendez
Acting Secretary to the Board
of Directors of the Malaga County
Water District

ATTEST:

Acting Secretary to the Board
of Directors of the Malaga County
Water District

item 5.c. attachment A

MALAGA COUNTY WATER DISTRICT

MASTER SCHEDULE OF FEES, CHARGES, PENALTIES AND RECOVERED COSTS

EFFECTIVE AUGUST 1, 2026

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8. Gazebo	10

9.	Park Table #1	10
10.	Park Table #2	10
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MALAGA COUNTY WATER DISTRICT

MASTER SCHEDULE OF FEES, CHARGES AND RECOVERED COSTS

CHAPTER ONE

SEWER

1. SEWER RATES

- A. Residential Equivalent Sewer Unit ("ESU") \$ 101.17

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

The basic formula* used to calculate an ESU:

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

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

- B. Industrial User Equivalent Sewer Unit ("ESU") \$ 101.17

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

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

- C. Residential Pretreatment Surcharge \$ 0.22/ESU

A surcharge for pretreatment costs of residential sewer service.

- D. Industrial User Pretreatment Surcharge \$3.31/ESU

A surcharge for pretreatment costs of commercial and industrial sewer service.

- E. Industrial User Capacity Expansion Surcharge \$ 6.03/ESU

A surcharge for capacity expansion costs of commercial and industrial sewer service.

- F. Total Residential Sewer Rate per ESU \$ 101.39/ESU

G.	<u>Total Industrial/Commercial Sewer Rate per ESU</u>	\$ 110.50/ESU
H.	<u>New sewer connection fee</u>	\$ 1,918.65/ESU

Connection fee for new sewer service per ESU.

2. PERMITS

A. Sewer Permit Fee (All users) \$ 46.51 per connection
(Applications are made with an application for water service.
Separate fee required.)

B. Non-Residential: Industrial User Wastewater Discharge Permit (new user)

Class 1 - SIU (MC §3.06.010 (A).)	\$1,923.20
Class 2 - Categorical User (MC §3.06.010 (B).)	\$2,394.93
Class 3 - Potential Discharging Categorical User (MC §3.06.010 (C).)	\$1,161.32
Class 4 – FSE (MC §3.06.010 (D).)	\$ 636.31
Class 5 – Industrial User (MC §3.06.010 (E).)	\$ 204.50

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

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

C. Permit Renewal / Annual Permit Fee ³.

1)	Class 1 - SIU	\$2,791.64
2)	Class 2 - Categorical User Permit	\$2,791.64
3)	Class 3 - Potential Discharging Categorical User	\$ 270.16
4)	Class 4 - FSE	\$ 918.54
5)	Class 5 - Industrial User Permit	\$ 297.17

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

D. Additional Charges:

- 1) Class 1 through 3 Permit
 - a. Required Permit Inspection(s) ⁴
\$ No Charge
 - b. Compliance Schedule/Order Inspection ⁵ \$ 144.17
 - c. Compliance Schedule/Order Inspection,

Requiring Sampling and Testing (plus actual costs of sampling, monitoring and testing.)	\$ 144.17
d. Enforcement Inspection ⁶	\$ 144.17
e. Enforcement Inspection, Requiring Sampling and Testing (plus actual costs of sampling, monitoring and testing.)	\$ 144.17

2) Class 4 Permit

a. Requires Permit Inspection(s) ⁴	\$ No Charge
b. Compliance Schedule / Order Inspection ⁵	\$ 98.94
c. Compliance Schedule / Order Inspection, Requiring Sampling and Testing (plus actual costs of sampling, monitoring and testing.)	\$ 98.94
d. Enforcement Inspection ⁶	\$ 98.94
e. Enforcement Inspection Requiring Sampling and Testing (plus actual costs of sampling, monitoring and testing.)	\$ 98.94

3) Class 5 Permit

a. Required Permit Inspection(s) ⁴	\$ No Charge
b. Compliance Schedule / Order Inspection ⁵	\$ 50.88
c. Compliance Schedule / Order Inspection, Requiring Sampling and Testing	\$ 50.88 (plus actual costs of sampling, monitoring and testing.)
d. Enforcement Inspection ⁶	\$ 50.88
e. Enforcement Inspection, Requiring Sampling and Testing	\$ 50.88 (plus actual costs of sampling, monitoring and testing.)

4) Class 1 through 5 Permits

a. Review of Pretreatment Plan	actual cost*
b. Review of Slug Control Plan	actual cost*
c. Review of Fog Control Plan	actual cost**
d. Compliance Order/Schedule	actual cost**

*Requires \$2,500.00 Deposit

**Requires \$1,500.00 Deposit

4. Required Permit Inspection(s) are those inspections required by the permit which includes 1 inspection for class 1,2,3, and 5 permits and 3 inspections for a class 4 permit.

5. Compliance Schedule /Order Inspection(s) are inspections required to confirm compliance with a compliance schedule or compliance order issued by the District.

6. Enforcement inspections are inspections deemed necessary by the District to ensure compliance with the users permit

3. LOADING SURCHARGES

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

4. SANITARY SEWER OVERFLOW.

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

5. SEWER COLLECTION SYSTEM.

Sewer collection system cleaning or maintenance costs caused by any sewer user (residential, commercial, or industrial) shall be charged to the responsible party, and are also subject to additional citations, penalties, and other enforcement actions in accordance with the District's Sewer System Management Plan and the Malaga Code.

6. SEWER PIPELINE REPLACEMENT AND REPAIR.

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

7. COLLECTION SYSTEM INSTALLATION- DISTRICT

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

MALAGA COUNTY WATER DISTRICT

MASTER SCHEDULE OF FEES, CHARGES, PENALTIES AND RECOVERED COSTS

CHAPTER TWO

WATER

1. METERED WATER SERVICE

TIER 1 BASE RATE

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

<u>Meter Size</u>	<u>Allocation CF</u>		<u>Allocation HCF</u>	<u>Monthly Cost</u>
¾"	700	=	7.0	\$ 9.55
1"	1200	=	12.0	\$ 15.92
1 ½"	2300	=	23.0	\$ 31.84
2"	3700	=	37.0	\$ 50.94
3"	7000	=	70.0	\$ 95.52
4"	11,700	=	117.0	\$159.19
6"	23,300	=	233.0	\$318.38
8"	37,300	=	373.0	\$508.38
10"	53,700	=	537.0	\$732.28

2. TIER 2 QUANTITY CHARGE

The monthly charge (in addition to the Tier 1 Base Rate above) per HCF water usage greater than the base rate allocation: \$2.32/HCF

3. PRIVATE FIRELINE SERVICES - Base Rate

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

<u>Meter Size</u>	<u>Area Allocation (sq ft)</u>	<u>Monthly Cost</u>
2" Meter	8,000	\$ 27.00
3" Meter	15,000	50.63
4" Meter	25,000	84.38
6" Meter	40,000	168.76
8" Meter	64,000	270.02
10" Meter	92,000	388.15

Additional charge per thousand square feet of building over allowance: \$ 3.24

4. NON-RESIDENTIAL USER SURCHARGE- METER DEBIT SERVICE

<u>Meter Size</u>		<u>Fee</u>
¾"	\$	1.79
1"	\$	2.98
1 ½ "	\$	5.97
2"	\$	9.55
3"	\$	17.90
4"	\$	59.67
6"	\$	59.67
8"	\$	95.46
10"	\$	137.23

5. CONNECTION FEE: WATER SERVICE

The fee to install a new water service connection shall be the District's actual cost plus 30% to cover administrative and other costs associated with the connection.

6. CONNECTION FEE: FIRE SERVICE

The fee to install a new water connection for fire suppression service shall be the District's actual cost plus 30% to cover administrative and other costs associated with the connection.

7. WATER METER FEE

The cost of a water meter supplied by the District. Only approved water meters are permitted. If the District provides the water meter, the cost is the same as the District's cost plus 30% to cover administrative and other costs associated with the installation of a water meter.

8. MISCELLANEOUS WATER FEES, PERMITS, AND DEPOSITS

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

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

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

11. METER TEST DEPOSIT

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

12. WATER SERVICE RECONNECTION FEE

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

13. LATE PENALTY FEE

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

14. PRIVATE FIRE PROTECTION INSTALLATION CHARGE- DISTRICT

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

15. PIPELINE INSTALLATION CHARGE - DISTRICT

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

16. TEMPORARY WATER SERVICE FEES

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

A. Application

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

B. Deposit

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

C. Rate

The rate for temporary water service is \$16.58 for the first HCF and \$ 2.32 per HCF or part thereof above 1.0 HCF.

MALAGA COUNTY WATER DISTRICT

MASTER SCHEDULE OF FEES, CHARGES, PENALTIES AND RECOVERED COSTS

CHAPTER THREE

PARK AND RECREATION FACILITIES: FEES, RENTALS, AND DEPOSITS

Approved 2/25/2025 | Effective March 1, 2025

<u>FACILITY</u>	<u>RATE</u>	<u>DEPOSIT</u>
1. Multi-Purpose Room	\$97.50/Hr (4 hour minimum) \$65/Hr set-up/cleaning (2 hour min/max per day) \$162.50/Hr after 8 hours and Holidays	\$ 520
2. Annex Room	\$32.50/Hr with #1, \$65/Hr alone (4 hour minimum) \$65/Hr set-up/clean-up (2 hours min/max per day) \$130/Hr after 8 hours and Holidays	\$260 \$130 w/#1
3. Kitchen	\$32.50/Hr with #1 or #2, \$65/Hr alone (4 hour minimum)	\$130
4. La Cantina	\$32.50/Hr with #1 or #2, \$65/Hr alone (4 hour minimum)	\$65
5. Meeting Room	\$32.50/Hr with #1 or #2, \$65/Hr alone (2 hour minimum)	\$65
6. Round Tables and Padded Chairs	Add-on with #1 or #2	\$200
7. Gazebo	\$130.00 daily rate	\$65
8. Park Table #1	\$32.50 daily rate	\$32.50
9. Park Table #2	\$32.50 daily rate	\$32.50
10. Park Table #3	\$65 daily rate	\$65
11. Park Table #4	\$65 daily rate	\$65
12. Park Table #5	\$130 daily rate (Unsheltered Picnic Area)	\$65
13. Park Table #6	\$130 daily rate (Picnic Shelter)	\$65
14. Park Table #7	\$32.50 daily rate	\$32.50
15. Playground Area	\$32.50/Hr (4 hour minimum)	\$32.50

<u>FACILITY</u>	<u>RATE</u>	<u>DEPOSIT</u>
16. Pool *Lifeguards additional cost	\$65/Hr (2 hour minimum)	\$65
17. General Field Area And Baseball Fields (each)	\$32.50/Hr no lights \$52/Hr with lights (2 hour minimum)	\$32.50

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

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

MALAGA COUNTY WATER DISTRICT

SCHEDULE OF FEES, CHARGES, PENALTIES, AND RECOVERED COSTS

CHAPTER FOUR

SOLID WASTE

1. RESIDENTIAL \$ 31.35 PER MONTH

2. COMMERCIAL

Franchise Agreement between the District and IWS include 10% to certain solid waste services.

<u>Service</u>	<u>Franchise Fees</u>
Hauling	\$226.46
Municipal Solid Waste	\$ 71.49
Commingles (Plastic/ Recycle)	\$ 46.38
Old Corrugated Cardboard (OCC)	\$ 35.49

Fees not included in Franchise Agreement:

<u>Service</u>	<u>Franchise Fees</u>
Delivery Fee	\$147.06
Daily Fee	\$ 6.95

**IWS fees may fluctuate depending on the annual Consumer Price Index (CPI) report.*

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

CHAPTER FIVE

PENALTIES AND CITATIONS

1. General Penalties. The penalties for violating any provision of the Malaga Ordinance Code are set forth in Chapter 7 of Title One of the Malaga Code. Nothing set forth in this Master Schedule of Fees, Charges, Penalties and Recovered Costs shall limit or restrict the District's authority or ability to utilize any other penalty or remedy available to it at law.
2. Administrative Citations. The violation of any provision of the Malaga Code is subject to an Administrative Citation and administrative fine. The administrative fines for violating the Malaga Code are as follows:
 - a. Every violation of the Malaga Code, unless otherwise defined, is punishable by:
 - (1) a fine not exceeding \$100 for a first violation;
 - (2) a fine not exceeding \$200 for a second violation of the same ordinance within one (1) year; and
 - (3) a fine not exceeding \$500 for each additional violation of the same ordinance within one (1) year;
 - b. Notwithstanding the foregoing, any violation of an Individual Wastewater Discharge Permit, Pretreatment Standard, compliance order, or any other order is subject to the following penalties:
 - (1) a fine of \$1,000 per day, per violation. Each day a violation exists shall constitute a separate violation and in the case of a monthly or a long-term average violation of a Discharge limit, fines shall accrue for each day during the period of the violation.
 - c. Watering/Water Wasting Violations:
 - (1) penalties for violating the District's Water Waste Ordinance Section 2.07.070 shall be as follows:
 - (a) first violation, warning;
 - (b) second violation within a one (1) year period - \$25 fine;
 - (c) third violation within one (1) year - \$50 fine;
 - (d) fourth violation within one (1) year - \$100 fine;
 - (e) fifth violation within one (1) year - \$200 fine;
 - (f) for the sixth and each additional violation within one (1) year - \$500 fine.

MALAGA COUNTY WATER DISTRICT

MASTER SCHEDULE OF FEES, CHARGES, PENALTIES AND RECOVERED COSTS

CHAPTER SIX

CHARGES FOR ADMINISTRATIVE, LEGAL AND ENGINEERING SERVICES

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

1. Water Service. The following fees shall apply to applications or requests by individuals/developers related to water service:
 - a. Review contracts, plans or miscellaneous research/reviews:
 - i. Application/initial review fee. \$1,000.
 - ii. Legal fees- actual fees incurred plus 10% administrative fee, \$500 deposit.
 - iii. Engineering fees- actual fees incurred plus 10% administrative fee, \$500 deposit.
 - iv. staff fees- actual cost plus 10% administrative fee.
2. Sewer Service. The following fees shall apply to all requests by individuals/developers for services related to sewer service:
 - a. Review/draft contracts/agreements:
 - i. Application/initial review fee. \$1,000.
 - ii. legal fees – actual fees incurred. \$500 deposit;
 - iii. engineering fees – actual fees incurred. \$500 deposit;
 - iv. staff fees \$100/hour.
 - b. Review plans:
 - i. legal fees – actual fees incurred. \$500 deposit;
 - ii. engineering fees – actual fees incurred. \$500 deposit;
 - iii. staff fees \$100/hour.
 - c. Miscellaneous research/reviews:
 - i. legal fees – actual fees incurred. \$500 deposit;
 - ii. engineering fees – actual fees incurred. \$500 deposit;
 - iii. staff fees \$100/hour.
3. Annexation. Fees related to annexations shall be as follows:
 - a. District annexation application fee \$200 per acre to be annexed.
 - b. \$ 10.85 per frontage foot existing water main; construction cost of new water main.
 - c. \$ 13.15 per frontage foot existing sewer main; construction cost of new sewer main.
 - d. Administrative, engineer, and legal review costs per items 1, 2, and 4.
 - e. LAFCo annexation fees at District cost

4. Construction Review. Fees for review of construction shall be based on the District Engineer's approved estimate of construction costs as follows:

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

NOTE:

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

5. Additional Costs.

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

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

Previous Solid Waste Rates before 3.6% increase

MALAGA COUNTY WATER DISTRICT

SCHEDULE OF FEES, CHARGES, PENALTIES, AND RECOVERED COSTS

CHAPTER FOUR

SOLID WASTE

1. RESIDENTIAL \$ 30.26 PER MONTH

2. COMMERCIAL

Franchise Agreement between the District and IWS include 10% to certain solid waste services.

<u>Service</u>	<u>Franchise Fees</u>
Hauling	\$218.59
Municipal Solid Waste	\$ 69.00
Commingles (Plastic/ Recycle)	\$ 44.76
Old Corrugated Cardboard (OCC)	\$ 34.25

Fees not included in Franchise Agreement:

<u>Service</u>	<u>Franchise Fees</u>
Delivery Fee	\$141.95
Daily Fee	\$ 6.53

**IWS fees may fluctuate depending on the annual Consumer Price Index (CPI) report.*

RESOLUTION NO. 08-11-2026C

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MALAGA COUNTY WATER DISTRICT AUTHORIZING INVESTMENT
OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND**

WHEREAS, the Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors of the Malaga County Water District ("District") hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the District.

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 Board of Directors hereby authorizes the deposit and withdrawal of District monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.
3. The following District officers holding the title(s) specified hereinbelow or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Charles
Garabedian, Jr.,
President

Salvador Carillo,
Vice President

Sonia Hall
General Manager

Maria G. Lopez,
Accounting Clerk

4. This resolution shall remain in full force and effect until rescinded by the Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

* * * * *

Passed and approved by the Board of Directors of the Malaga County Water District at their meeting held on this 11th day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

Salvador Cerrillo, Jr., Vice-President of the
Malaga County Water District

ATTEST:

Norma Melendez
Acting Secretary to the Board
of Directors of the Malaga County Water District

RESOLUTION NO. 08-11-2026D

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY
WATER DISTRICT APPROVING AUTHORIZED SIGNERS FOR THE COUNTY OF
FRESNO AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR**

WHEREAS, The District is required to maintain and update, from time to time, authorized signers with the Fresno County Auditor-Controller/Treasurer-Tax Collector including the Special Accounting Unit for purposes including, but not limited to the issuance of checks, levying of taxes, and release of checks; and

WHEREAS, The Board of Directors desires to update the list of District signers and District organization data sheet.

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

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

2. That the authorized signers of the Malaga County Water District who shall be authorized to sign checks on the Fresno County Treasury and pick up validated and blank checks shall be: Charles Garabedian, Jr. President, Salvador Cerrillo, Vice-President, Maria Lopez, Accounting Clerk and Sonia Hall, General Manager.

3. The Board of Directors hereby approves the data sheet for the Fresno County Auditor-Controller/Treasurer-Tax Collector including the Special Accounting Unit as attached hereto and incorporated herein by this reference as Attachment "A" and authorizes the Acting District Secretary to submit the data sheet to the Fresno County Auditor-Controller/Treasurer-Tax Collector including the Special Accounting Unit on behalf of the District.

* * * * *

Passed and adopted by the Board of Directors of the Malaga County Water District at their meeting held on this 11th day of August, 2026, by the following vote:

{00023269.DOCX;1}

AYES:

NOES:

ABSENT:

Salvador Cerrillo, Vice-President of the
Malaga County Water District

ATTEST:

Norma Melendez Acting, Secretary to the Board
of Directors of the Malaga County Water District

RESOLUTION NO. 08-11-2026E

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MALAGA COUNTY WATER DISTRICT DESIGNATING TRUSTEES AND
ADMINISTRATOR FOR THE DISTRICTS MONEY PURCHASE PLAN AND 457(B)
PLAN**

WHEREAS, the Malaga County Water District has established a Money Purchase Plan and a 457(b) Plan ("Retirement Plans") for its eligible employees; and

WHEREAS, the Board of Directors of the Malaga County Water District hereby designates a plan administrator and plan trustees for the Retirement Plans; and

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. The Board of Directors hereby designates the following person as the Administrator of the Retirement Plans and authorizes that person to take any necessary acts and execute any documents necessary or required by the Retirement Plans Custodian, Great-West Trust Company or Investment Manager Fiduciary, Fisher\SMB:

Charles Garabedian, Jr.

President
Title

Signature

3. The Board of Directors hereby designates the following persons as Trustee(s) of the Retirement Plans and authorizes that person to take any necessary acts and execute any documents necessary or required by the Retirement Plans Custodian, Great-West Trust Company or Investment Manager Fiduciary, Fisher\SMB:

Charles Garabedian, Jr.
Name

Sonia Hall
Name

Maria Lopez
Name

President
Title

General Manager
Title

Accounting Clerk
Title

Signature

Signature

Signature

Salvador Cerrillo
Name

Vice-President
Title

Signature

3. This Resolution hereby rescinds any prior designations of Trustee or Administrator of the Retirement Plans.

* * * * *

Passed and approved by the Board of Directors of the Malaga County Water District at their meeting held on this 11th day of August 2026, by the following vote:

AYES:

NOES:

ABSENT:

Salvador Cerrillo, Vice-President of the
Malaga County Water District

ATTEST:

Acting Secretary to the Board
of Directors of the Malaga County
Water District



STAFF REPORT

BOARD OF DIRECTORS

MEETING DATE: August 11, 2026

AGENDA ITEM: 5.g.

PREPARED BY: Sonia Hall, General Manager

SUBJECT: Well, 5A Project - Designation of Authorized Representatives and Ratification of Prior Administrative Actions

RECOMMENDED ACTION

Adopt the proposed resolution designating authorized representatives for routine administration of the Well 5A Project and ratifying the Board President's related administrative actions on or after October 1, 2023.

BACKGROUND

The District is implementing the Well 5A Project under County of Fresno Subrecipient Agreement Nos. 22-339 and 22-172. Project administration requires recurring progress reports, reimbursement and payment requests, certifications, supporting records, and related submissions.

During the management transition beginning in late 2023, the Board President signed progress-related and administrative documents on behalf of the District. The District's engineers recently advised that their files do not contain a resolution expressly documenting this signatory authority. Resolution No. 3-26-2024D authorized the Board President to execute Amendment No. 1 to the agreements, but did not address routine project-administration documents.

DISCUSSION

The proposed resolution closes the documentation gap by ratifying the Board President's qualifying actions on or after October 1, 2023. It also authorizes the Board Vice President, General Manager, or an authorized designee to execute future routine administrative documents, supporting continuity and timely processing.

The resolution preserves the Board's governance authority. It does not authorize a new funding agreement, an amendment, a material scope change, an additional financial commitment, or any action otherwise requiring Board approval. Those matters must continue to be presented to the Board.

FISCAL IMPACT

No direct fiscal impact is anticipated. The resolution does not increase the project budget, alter the funding agreements, or authorize additional expenditures. Documenting signatory authority may reduce the risk of delayed review or reimbursement processing.

RECOMMENDED MOTION

I move to adopt Resolution No.08-11-2026F, designating authorized representatives and ratifying prior administrative actions for the Well 5A Project.

ATTACHMENTS

RESOLUTION NO. 08-11-2026F

RESOLUTION NO. 3-26-2024D

RESOLUTION NO. 08-11-2026F**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MALAGA COUNTY WATER DISTRICT DESIGNATING AUTHORIZED
REPRESENTATIVES AND RATIFYING PRIOR ADMINISTRATIVE
ACTIONS FOR THE WELL 5A PROJECT**

WHEREAS, the Malaga County Water District ("District") is implementing the Well 5A Project with funding administered pursuant to County of Fresno Subrecipient Agreement Nos. 22-339 and 22-172, together with any amendments thereto (collectively, the "Funding Agreements"); and

WHEREAS, the Funding Agreements require the District to prepare, certify, execute, and submit progress reports, reimbursement requests, payment documentation, certifications, supporting records, and other documents necessary for project and grant administration; and

WHEREAS, following a transition in District management, the Board President executed and submitted certain project- and grant-administration documents on behalf of the District beginning on or after October 1, 2023, and the District desires to expressly confirm the Board President's authority and the validity of those actions; and

WHEREAS, Resolution No. 3-26-2024D authorized the Board President to execute Amendment No. 1 to the Funding Agreements, but did not expressly designate the officials authorized to execute routine project- and grant-administration documents; and

WHEREAS, the Board of Directors finds that formally designating authorized representatives and ratifying prior administrative actions will support the orderly and uninterrupted administration of the Well 5A Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Malaga County Water District as follows:

SECTION 1. The foregoing recitals are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The Board of Directors hereby designates the Board Vice President, General Manager, or the authorized designee of any such officer as an authorized representative of the District for the Well 5A Project. Each such representative is authorized, acting individually and on behalf of the District, to prepare, execute, certify, and submit progress reports, reimbursement and payment requests, certifications, supporting documentation, correspondence, and other routine administrative documents required under or reasonably necessary to administer the Funding Agreements.

SECTION 3. The authority granted by Section 2 does not authorize an authorized representative to approve or execute a new funding agreement, amendment, material change in project scope, additional financial commitment, or other instrument that requires approval by the Board of Directors under applicable law, District policy, or the terms of the Funding Agreements. Such instruments shall be presented to the Board for approval and executed by the Board President or another officer expressly authorized by the Board.

MALAGA COUNTY WATER DISTRICT

SECTION 4. To the fullest extent permitted by law, the Board of Directors hereby ratifies, approves, and confirms all progress reports, reimbursement and payment requests, certifications, supporting documentation, correspondence, and related routine administrative documents executed or submitted by the Board President on behalf of the District on or after October 1, 2023, in connection with the Well 5A Project and the Funding Agreements. Each such action shall have the same force and effect as if expressly authorized by the Board of Directors before execution or submission.

SECTION 5. This Resolution shall take effect immediately upon its adoption. The authorization in Section 2 shall remain in effect until modified or rescinded by the Board of Directors, and the ratification in Section 4 shall apply retroactively to October 1, 2023.

PASSED AND ADOPTED by the Board of Directors of the Malaga County Water District at a regular meeting held on August 11, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Salvador Cerrillo, Vice President
Malaga County Water District

ATTEST:

Norma Melendez, Acting Secretary to the Board
of Directors of the Malaga County Water District

RESOLUTION NO. 3-26-2024D

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY
WATER DISTRICT APPROVING AMENDMENT NO. 1 TO SUBRECIPIENT
AGREEMENT NO. 22-339 AND AMENDMENT NO. 1 TO SUBRECIPIENT
AGREEMENT NO. 22-172 BETWEEN THE MALAGA COUNTY WATER DISTRICT
AND THE COUNTY OF FRESNO RELATED TO ARPA FUNDING FOR THE WELL 5A
PROJECT.**

WHEREAS, the Malaga County Water District entered in to Subrecipient Agreement Nos. 22-339 and 22-172 with the County of Fresno (the "Agreements") for the construction of a water well and water storage tank commonly referred to as the Well 5 Project; and

WHEREAS, the Well 5A Project was put out to bid and the bids received exceed the maximum amount of funding available under the Agreements; and

WHEREAS, the Board of Directors requested that the County modify the Agreements so that the Project could be completed, in part, in order to utilize all available funds to improve the District's infrastructure.

**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. The Board of Directors hereby approves Amendment No. 1 to Subrecipient Agreement No. 22-339 and Authorizes the President of the District to sign the Amendment on behalf of the District.

3. The Board of Directors hereby approves Amendment No. 1 to Subrecipient Agreement No. 22-172 and Authorizes the President of the District to sign the Amendment on behalf of the District.

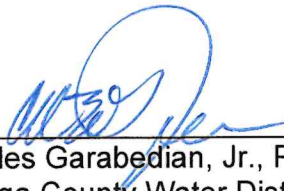
* * * * *

Passed and approved by the Board of Directors of the Malaga County Water District at their meeting held on this 26th day of March, 2024, by the following vote:

AYES: 5

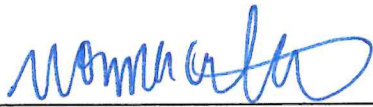
NOES: 0

ABSENT: 0

A handwritten signature in blue ink, appearing to read "Charles Garabedian, Jr.", written over a horizontal line.

Charles Garabedian, Jr., President of the
Malaga County Water District

ATTEST:

A handwritten signature in blue ink, appearing to read "Norma Melendez", written over a horizontal line.

Norma Melendez, Acting Secretary to the Board
of Directors of the Malaga County Water District



REGULAR BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK AVENUE
FRESNO, CALIFORNIA 93725
Tuesday, July 28, 2026 at 6:00PM

item 14.a.

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

Please submit all written correspondence for the Board of Directors by 12:00 pm the Friday prior to the meeting. Please deliver or mail to the District Clerk.

Join Zoom Meeting

<https://us06web.zoom.us/j/82636918232?pwd=21Gv8cTJkzBXysXVBabNTULt2aQc4.1>

Meeting chat link: <https://us06web.zoom.us/jc/82636918232>

One tap mobile call: +1-669-900-6833 or +1-669-444-9171

Meeting ID: 826 3691 8232 **Passcode:** 07282026

1. Call to Order: 6:00pm

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

All present.

Also Present: Sonia Hall, Norma Melendez and Michael Slater.

- 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 14, 2026.
- b. Minutes of the Special Board Meeting of July 21, 2026.
- c. **Approval of payment for rental of tables and chairs.** Rental was required following a facility equipment failure that temporarily restricted access to District-owned inventory.
- d. **Fiscal Sustainability Plan. Comunidad Nuevo Lago Sewer Consolidation.** A construction funding application has been prepared for approximately \$16 million to consolidate the sewer system from Comunidad Nuevo Lago MHP with MCWD, and to construct improvements at the MCWD wastewater treatment facility.

The Certification for Fiscal Sustainability Plan (FSP) provides a date by which the District certifies that it will develop and implement a fiscal sustainability plan. The approved implementation date is July 31, 2026.

P&P has prepared a draft Fiscal Sustainability Plan through the Sewer Consolidation Project for District review and consideration for adoption.

Recommended Action: Provide comments on the Draft Fiscal Sustainability Plan. If no comments, consider adopting the Fiscal Sustainability Plan and authorizing staff to submit the finalized document to the State.

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

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

5. Old Business:

- a. **Resolution 07-28-2026.** A resolution requesting that delinquent charges be placed on the county tax roll and authorizing staff to provide the list to the county tax collector/assessor.

Recommended Action: Approve Resolution 07-28-2026.

Motion by Director Tovar, Jr.; Second by Director Castaneda and by a 5-0 vote to approve Resolution 07-28-2026 as presented.

6. New Business:

- a. **IT Service Agreement.** The Districts IT agreement is expiring on September 30, 2026. Staff seek guidance from the Board on whether to renew the current agreement or to solicit bids for the services.

Recommended Action: Staff recommend that the District solicit bids for IT services and set a public hearing on the matter at the September 22, 2026, meeting to select a IT Provider.

Motion by Vice President Cerrillo; Second by Director Cerrillo, Jr. and by a 5-0 vote to solicit bids for IT services and to set a public hearing meeting for September 22, 2026, to select a provider.

7. Recreation Reports:

- a. Back to School Swim Program to be held Friday, August 7, 2026. **Donations have been made to the district, from supplies to food items to be used during the program.**
- b. Recreation Meeting of July 22, 2026. **In this meeting, Fiesta Day will be discussed.**

8. Engineer Reports:

- a. District Engineer Report.
 - i. **Environmental Compliance Inspection Support.** P&P has reviewed current pretreatment program documents and files from the District and started scanning information into the file. We have set up a database of information with direct inputs into the permit document and conditions. The District has agreed to review and update some of the information in the database to ensure that it is current. P&P conducted facility inspections with 10 of the significant dischargers and have been working to update forms and permit documentation.

Information is compared in relation to number of employees and water usage with the currently permitted sewer units, and will be identifying those that are suggested to be updated and/or need to be inspected.

The next step is to prepare the first set of permits recommended for approval, for the District to review and issue to the respective permittees. Once additional information is obtained, additional permits can be issued.

Recommended Action: To have P&P proceed with preparing permits.

Motion by Director Cerrillo; Second by Vice President Cerrillo and by a 5-0 vote to have P&P proceed with preparing permits.

- ii. **On-going Consultant Service Agreement.** Provost & Pritchard presently provides a variety of consulting services to the District, including engineering, administration, construction review, and consultation. The Consultant Service Agreement (CSA) for On-going Engineering Services between Malaga County Water District and Provost & Pritchard was last renewed in 2016. Provost & Pritchard wishes to continue On-going Engineering Services for the District. A proposal and CSA to continue on-going engineering services, is attached.

For information only.

The board requests a price sheet be included with the agreement. Item is to be placed in the upcoming Regular Board Meeting agenda for potential approval.

- b. CDBG Engineer Report:

The CDBG Engineer is progressing with the WWTP screw pump project. Board members were advised that a forthcoming Change Order removing a specific project task should result in a cost reduction for the District.

9. General Manager's Report:

- a. SAL Program ended 7/23/2026.
- b. Soccer/Flag football at the park. **Vice President is researching what it takes to bring indoor soccer to the community center.**
- c. Staff Meeting of 7/27/2026. **Staff was introduced to the new General Manager.**

10. President's Report:

None for this meeting.

11. Vice President's Report:

VP Cerrillo reminded the Directors that the funeral reception for a former Director will be held at the community center on July 29.

12. Director's Reports:

Director Cerrillo, Jr. gave thanks to VP Cerrillo and Counsel for all the work they have done for the district. He also welcomed Sonia Hall to the team.

13. Legal Counsel Report:

- a. Fisher Investments Update. **Counsel will be presenting reports to staff and reported that Fisher Investments will be meeting with staff to review each individual plan.**

14. Communications:

- a. Written Communications:

1. The District's uniform company, UniFirst, provided a notice of a price increase beginning August 4. The notice does not state the amount of the increase; however, a customer service representative confirmed that the District will not be affected due to a price lock agreement. **No reportable action taken.**

b. Public Comment: *The Public may address the Malaga County Water District Board on item(s) of interest within the jurisdiction of the Board, not appearing on the agenda. The Board will listen to comments presented; however, in compliance with the Brown Act, the Board cannot take action on items that are not on the agenda. The public should address the Board on agenda items at the time they are addressed by the Board. All speakers are requested to wait until recognized by the Board President. All Comments will be limited to three **(3)** minutes or less per individual/group per item per meeting, with a fifteen **(15)** minutes maximum.*

15. Closed Session: 6:50pm.

- a. Potential Litigation: One Case (Government Code 54956.9(d)(2).).

District Counsel reported that at the July 21, 2026, meeting, the Board approved offering Sonia Hall the position of General Manager. The motion to make the offer was made by Director Castenada, Second by Director Tovar; Unanimous vote.

16. Adjournment:

Motion by Vice President Cerrillo, Second by Director Cerrillo, Jr. and by a 5-0 vote to adjourn the meeting at 7:26pm.

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing minutes for the Regular Meeting of the Board of Directors of July 28, 2026 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 08/12/2026.

Norma Melendez, District Clerk

item 14.b.

Malaga County Water District
Recreation Department
Robert J. Arriaga Community Center
Side/ Meeting Room Rental Contract
3582 S. Winery Ave, Fresno, CA. 93725
Center (559) 268-0404, District Office 485-7353, FAX 485-7319

DATE: 7.28.26

NAME OF APPLICANT (nombre): Maria S. Jente

ADDRESS OF APPLICANT (direccion): 3644 S. Frank St, Fresno, CA Zip Code 93725

HOME PHONE (telefono): _____ WORK PHONE (trabajo): 559 803 2302

RENTAL PURPOSE (actividad): Fundraiser DATE OF RENTAL (fecha): Sunday Aug 9th

HOURS THAT FACILITY WILL BE RENTED (horas de renta) : FROM: 1p AM/PM TO: 4p AM/PM
Side Room rental shall not go past 8:00 p.m.

HOW MANY PEOPLE WILL BE ATTENDING (cantidad de gente): 50-60

AREA REQUESTED:
Check one

- A ☒ SIDE ROOM (Can accommodate up to 75 people total)
B ☐ MEETING (SENIOR) ROOM (Can accommodate up to 25 people)
C) TABLES _____ CHAIRS included

OFFICIAL NOTICE: Malaga County Water District Ordinance § 4.01.060 specifically **PROHIBITS** the consumption of alcoholic beverages in the Malaga Community Park. No guns or other weapons are allowed in the Center, except by police officers or licensed security. Upon receipt of this notice, failure to comply with the District Ordinance will result in notification of the Fresno County Sheriff's Department for further action.

CLIENT AGREES AND UNDERSTANDS THAT THE DISTRICT IS NOT AN INSURER AND THAT INSURANCE CONCERNING PERSONAL INJURY (INCLUDING DEATH), AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE IN, ABOUT OR ON THE PREMISES SHALL BE OBTAINED BY THE CLIENT. THAT THE AMOUNTS CHARGED BY THE DISTRICT ARE NOT SUFFICIENT TO WARRANT OR GUARANTEE THAT NO LOSS, DAMAGE, CLAIM OR LIABILITY WILL OCCUR OR THAT INCREASED LOSS, DAMAGE, CLAIMS OR LIABILITY WILL NOT OCCUR CLIENT DOES HEREBY FOR HIM/HER/ITSELF AND ALL PARTIES CLAIMING UNDER HIM/HER/ITSELF RELEASE AND DISCHARGE THE DISTRICT FROM AND AGAINST ALL SAID LOSSES, DAMAGES, CLAIMS OR LIABILITY.

AT NO TIME WILL MORE THAN 75 (OR 25) PEOPLE WILL BE PERMITTED IN THE ROOM. IF MORE THAN 75 (OR 25) PEOPLE ARE IN THE ROOM AT ONE TIME, M.C.W.D. WILL LIMIT ENTRY. RENTAL OF THE COMMUNITY CENTER OR ANY PARTICULAR FACILITY IN THE PARK PRECLUDES THE RENTERS FROM USING OTHER FACILITIES PRIOR TO OCCUPYING THE FACILITY, APPLICANT WILL PROVIDE MCWD WITH:

1. Agreed upon Rental and Deposits Fee as listed above in accordance with Regulations.
2. Due to Insurance requirements, NO District Employee will be allowed to donate time to supervise Activities.
3. District Manager/Staff will inspect facilities after clean-up and deposits will be returned with the next scheduled Bills Payable approval (30-45 days).
4. Smoking is not permitted inside Malaga County Water District buildings.
5. Must shut down one half (1/2) hour early.
6. **No alcohol allowed for side room rentals or meeting room rentals**



RENTAL-FEE IS NON-REFUNDABLE

CLEANING DEPOSIT - REFUNDABLE

EXTRA CHARGES-- _____

\$ 260.00 rental fee for 4 hours

\$ deposit waiver to be ratified @ 8/11/26 BM.

TOTAL DUE \$ 260.00 pd

TOTAL PAID \$ _____

BALANCE DUE \$ _____

APPLICANTS SIGNATURE Maria S. Jente