



**REGULAR BOARD MEETING AGENDA**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK STREET**  
**FRESNO, CALIFORNIA 93725**  
**Tuesday, February 22, 2022 at 6:00PM**

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

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

**1. Call to Order:**

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

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

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

a. Minutes of the Regular Board Meeting of February 8, 2022.

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

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

**5. Old Business:** none for this meeting.

**6. New Business:**

a. **Resolution 02-22-2022; SJVAPCD Electric Vehicle Grant.** A Resolution authorizing the General Manager to submit an application to the San Joaquin Valley Air Pollution Control District Public Benefit Grants Program for two new electric utility carts.

Recommended action: to approve resolution as presented or amended.

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

b. **Resolution 02-22-2022A: CDBG 19451 Fire Hydrant Project.** A resolution to award the contract for the Fire Hydrant Replacement Project to Brough Construction, Inc. in the

amount of \$258,916.00 and authorizing the General Manager to sign the Agreement on behalf of the District.

Recommended action: To approve Resolution 02-22-2022A as presented or amended.

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

- c. **Retirement Plan.** Under the current plan with Newport, the District has made contribution of 10% of the employee annual income towards the retirement plan, but employees are not able to make any contributions. Fisher Investments have prepared a 401k plan for employees, which would give employees the opportunity to make contributions.

Recommended action: to authorize the General Manager to sign the agreement with Fisher Investments.

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

## **7. Incorporation Reports:**

## **8. Recreation Reports:**

- a. Park and rec upgrades proposal by KYA Group.

## **9. Engineer Reports:**

- a. District Engineer Report.
- b. CDBG Engineer Report:

## **10. General Manager's Report:**

- a. Concrete upgrades at the park.
- b. ACWA Sacramento May 3-5.

## **11. President's Report:**

## **12. Vice President's Report:**

## **13. Director's Reports:**

## **14. Legal Counsel Report:**

## **15. Communications:**

- a. Written Communications:
  - 1. Malaga/ Calwa Virtual Community Meeting on Thursday, February 24 at 6:00pm to discuss CalTrans Hwy 99/North Ave Overpass Expansion.
  - 2. **SDRMA 2022-23 Property/Liability Early Budget Estimates.** The District's Property/Liability estimated contribution will increase from \$76,191 to \$79,498 effective July 1, 2022.
  - 3. **SDRMA 2022-23 Workers Compensation Experience Modification Factor.** The District's EMOD is 71% which can help with budget planning.

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.*

**16. Closed Session:**

- a. Public Employment Pursuant to Government Code Section 54957  
Title: General Manager
- b. Pending Litigation (Gov't Code Section 54956.9) Malaga v CVRWCQB

**17. 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 February 22, 2022, 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 02/18/2022.

**Norma Melendez**

Norma Melendez, District Clerk



**REGULAR BOARD MEETING MINUTES**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK STREET**  
**FRESNO, CALIFORNIA 93725**  
**Tuesday, February 08, 2022 at 6:00PM**

**item 4.a.**

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

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**1. Call to Order:**

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

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

**4. Old Business:**

- a. **Park Facilities Use Agreements.** As discussed at the previous board meeting, revisions have been made to three park facilities use agreements.

For review and potential action.

**Discussion was held. Board members suggested minor additions and changes to the contracts.**

**Motion by President Cerrillo, second by Director Tovar, Jr. and by a 5-0 vote to approve agreements as amended.**

- b. **Resolution 02-08-2022.** Consideration and necessary action on resolution amending personnel Policy No. 2110.10 and establishing requirements for participation in the employee health insurance.

Recommended action: to approve Resolution No. 02-08-2022 as presented or amended.

**Item tabled until the benefits committee meets to discuss resolution and come into agreeable terms.**

**Legal counsel suggests the approval of an amended resolution stating that new employees will be excluded from receiving in-lieu benefits. Discussion to take place in closed session.**

**Director Tovar, Jr. dismissed himself at 6:40pm.**

- c. **Resolution 02-08-2022A.** Consideration and necessary action on a resolution for the purpose of submitting a Planning Grant Application to the State, giving authorizing the General Manager to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Malaga County Water District Wastewater Treatment and Disposal Facilities Improvement Project.

Recommended action: to approve Resolution 02-08-2022A as presented or amended.

**Motion by Vice President Cerrillo; Second by Director Cerrillo, jr. and by a 4-0 vote to approve Resolution No. 02-08-2022A as presented.**

- d. **Resolution 02-08-2022B.** Consideration and necessary action on a Resolution of the Board of Directors to authorize the execution and delivery of an Installment Purchase Agreement with First Foundation Bank to refinance the 2010 City National Bank Installment Sale Agreement.

Recommended action: to approve Resolution No. 02-08-2022B as presented or amended.

**Motion by Vice President Cerrillo; Second by Director Castaneda and a 4-0 vote to approve Resolution No. 02-08-2022B as presented.**

**5. New Business:** none for this meeting.

**6. Sherriff Report:**

- a. Quarterly report from Elaine Montoya regarding crime activity in the community and surrounding areas. Information only.

**Discussion was held. Robberies continue to occur around the business community.**

**7. Incorporation Reports:** President Garabedian, Jr. will be sending a letter to Pacheco.

**8. Recreation Reports:**

**Recreation committee meeting is scheduled for February 9. Elections of new recreation committee chairpersons. Vice President Cerrillo would like to discuss the plans for Fiesta Day and for the creation of an all-year event calendar. Rec bingo, which was held on February 2, had a good turnout.**

**9. Engineer Reports:**

- a. District Engineer Report.
- b. CDBG Engineer Report:

**10. General Manager's Report:**

- a. Fresno County: ARPA funding to replace Well 5A.
- b. Well 3A Update.

- c. Staff will begin preparing the Districts bi-annual water supply report to present to the board at the upcoming board meeting of February 22.
- d. **District office restrictions.** The GM asked for direction with continuing or discontinuing the closure of the office lobby to the public. Directors suggested to have doors open to the public with limited entry to avoid a crowded lobby. They also suggested the need to have a more secure front desk.

**11. President's Report: None for this meeting.**

**12. Vice President's Report:** VP Cerrillo reminded his fellow board members that the County of Fresno has sent out notices regarding form 700. He reported on his attendance to the grand opening of an apartment complex in Kerman courtesy of the County of Fresno.

**13. Director's Reports: None for this meeting.**

**14. Legal Counsel Report: reserved for closed session.**

**15. Communications:**

a. Written Communications: **none.**

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.*

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- a. Minutes of the Special Board Meeting of January 19, 2022.
- b. Minutes of the Regular Board Meeting of January 25, 2022.
- c. Financial Statements and Accounts Payable Reports.

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

**Directors suggest the purchase of a boom lift as it would be more cost effective than to continue to rent.**

**Motion by Vice President Cerrillo; Second by Director Cerrillo, Jr and by a 4-0 vote to approve the consent agenda as presented.**

**17. Closed Session: 8:08pm**

- a. Public Employment Pursuant to Government Code Section 54957  
Title: General Manager

**Came to open session at 8:38pm. Direction given to Legal Counsel to draft a resolution stating that new employees that new employees will not be eligible to receive in-lieu of health benefits.**

**18. Adjournment:**

**Motion by Vice President Cerrillo, Second by Director Castaneda and by a 4-0 vote to adjourn the meeting at 8:40pm**

**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 February 08, 2022 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 02/23/2022.

**Norma Melendez**

Norma Melendez, District Clerk

**RESOLUTION NO. 02-22-2022**

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**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA  
COUNTY WATER DISTRICT AUTHORIZING THE GENERAL MANAGER  
TO SUBMIT AN APPLICATION TO THE SAN JOAQUIN VALLEY AIR  
POLLUTION CONTROL DISTRICT PUBLIC BENEFIT GRANTS PROGRAM**

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**WHEREAS**, the Board of Directors of the Malaga County Water District seeks to reduce the amount of air pollutants produced by the District in operation of its facilities, and in particular carbon monoxide and other harmful emissions from gas powered vehicles used by District employees in performance of their duties; and

**WHEREAS**, the District seeks grant monies from the San Joaquin Valley Air Pollution Control District Public Benefit Grants Program to purchase electric or other alternative fuel vehicles for use by District employees in the performance of their duties thereby benefiting the public through a reduction in vehicle emissions; and

**WHEREAS**, the Board of Directors of the Malaga County Water District desires and hereby does authorize the General Manager to submit a New Alternative Fuel Vehicle Purchase Application on behalf of the District.

**NOW, THEREFORE**, be it resolved by the Board of Directors of the Malaga County Water District as follows:

1. The General Manager of the District, Moises Ortiz, is authorized by the Board of Directors to submit a Public Benefit Grants Program New Alternative Fuel Vehicle Purchase Application and any other documents related to or supporting the application to the San Joaquin Valley Air Pollution Control District on behalf of the Malaga County Water District.

\* \* \* \* \*



Passed and adopted by the Board of Directors of the Malaga County Water District at their meeting held on this 22<sup>nd</sup> day of February 2022, by the following vote:

AYES:

NOES:

ABSENT:

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Charles Garabedian, President of the  
Malaga County Water District

ATTEST:

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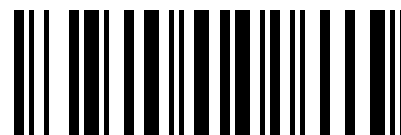
Moises Ortiz, Secretary to the Board  
of Directors of the Malaga County Water District

# Quote

## Zero Nox, Inc.

Zero Nox, Inc.  
1343 S. Main St., CA 93257  
Phone: 559-560-8013

Order #	Date
S219	02/18/2022



Bill To:
Malaga County Water District 3580 S. Frank St. Fresno, CA 93725 Phone: 559-485-7353

Ship To:
Malaga County Water District 3580 S. Frank St. Fresno, CA 93725

**Notes:** Attention  
Moises Ortiz  
mortiz@malagacwd.org  
559-485-7353

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service
Gabriel Arango	COD	Origin	Will Call	

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	E1500	Tuatara Electric UTV	\$27,995.00	1 ea	\$ 27,995.00
2	Sale	13kWh Battery	Battery system for Tuatara	\$0.00	1 ea	\$ 0.00
3	Sale	Delivery	Delivery and Setup Quote Expires In 30 Days	\$280.00	1 ea	\$ 280.00

Subtotal:	\$28,275.00
Sales Tax:	\$2,254.93
Total:	\$30,529.93

Approval:\_\_\_\_\_ Date:\_\_\_\_\_



MEMORANDUM

**item 6.b.**

To: Malaga County Water District Board of Directors  
From: Joshua D. Rogers, District CDBG Engineer  
Date: February 15, 2022

Subject: Approve the bid and award the contract for the Fire Hydrant Replacement Project - CDBG Project No. 19451

BACKGROUND

The District received a Community Development Block Grant (CDBG) for Fiscal Year 19-20 in the amount of \$250,000 for the Fire Hydrant Replacement Project. Included in the grant funding are costs for design engineering and construction engineering in the amount of \$52,000.

The project proposed the replacement of 45 fire hydrants within the District. Of these, 26 replacements were specified to be included in the base bid for the project, focusing on hydrants which are missing, damaged, or outdated and located within the District's residential area. The remaining 19 fire hydrants were included in an Additive Alternate Bid. Award of this alternate bid is at the sole discretion of the Board.

The project was advertised in the Business Journal on December 15 and 22, 2021, as well as circulated to local builders' exchanges and contractors who specialize in underground utility construction. The project bids were opened on January 6, 2022 and the following bids were received:

	Bidder	Base Bid	Add Alt 1	Total
1)	Brough Construction, Inc.	\$ 258,916.00	\$ 186,463.00	\$ 445,379.00
2)	West Valley Construction	\$ 262,950.00	\$ 187,154.00	\$ 450,104.00
3)	Sutton Enterprises	\$ 290,428.00	\$ 231,388.00	\$ 521,816.00
4)	RTC Construction Management	\$ 313,273.00	\$ 210,728.00	\$ 524,001.00
5)	Floyd Johnston Construction Co.	\$ 343,536.00	\$ 256,377.00	\$ 599,913.00
6)	Bill Nelson General Engineering Construction	\$ 377,443.00	\$ 266,232.00	\$ 643,675.00

Engineer's Estimate	\$ 193,924.00	\$ 135,908.00	\$ 329,832.00
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DISCUSSION

The bid documents specified that the low bidder would be determined on the basis of the base bid without consideration for the additive alternate. As such, Brough Construction was determined to be the apparent low bidder.

Copies of the bid proposals were submitted to Fresno County Public Works & Panning Department for their review and approval. The low bid submitted by Brough Construction was found to be in order. Brough submitted a statement of their work experience and they have completed similar projects in the Valley and Central Coast.

Based on the total bid costs and available budget, Staff recommends that a contract be awarded to Brough Construction for the base bid scope of work only. Staff will continue to seek funding to complete the replacement of the additional fire hydrants over time and as resources allow.

Work is anticipated to start in about 1-2 months and construction time will be about 3 months.

The total budget for the project is \$356,000, which includes \$36,000 in contingencies during construction. The CDBG grant is for \$250,000, leaving the District portion at \$106,000.

#### RECOMMENDATION

Staff recommends that the District adopt the attached resolution awarding the contract for the Fire Hydrant Replacement Project to Brough Construction, Inc. in the amount of \$258,916.00 and authorizing the Board President to sign the Agreement on behalf of the District.

# item 6.a.

## RESOLUTION NO. 02-22-2022A

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT ACCEPTING BID FOR THE FIRE HYDRANT REPLACEMENT PROJECT, CDBG NO. 19451

WHEREAS, the Invitation to Bid for the Fire Hydrant Replacement Project was advertised in the Business Journal on December 15 and 22, 2021; and

WHEREAS, the project will consist of the replacement of twenty-six (26) fire hydrants along with associated underground and surface improvements in the Community of Malaga; and

WHEREAS, the following bids for the project were publicly opened and read aloud at the Malaga County Water District Office on January 6, 2022 at 11 am:

	<b>Bidder</b>	<b>Base Bid</b>	<b>Add Alt 1</b>	<b>Total</b>
1)	Brough Construction, Inc.	\$ 258,916.00	\$ 186,463.00	\$ 445,379.00
2)	West Valley Construction	\$ 262,950.00	\$ 187,154.00	\$ 450,104.00
3)	Sutton Enterprises	\$ 290,428.00	\$ 231,388.00	\$ 521,816.00
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5)	Floyd Johnston Construction Co.	\$ 343,536.00	\$ 256,377.00	\$ 599,913.00
6)	Bill Nelson General Engineering Construction	\$ 377,443.00	\$ 266,232.00	\$ 643,675.00

; and

WHEREAS, the CDBG Engineer's estimates for the project were \$193,924.00, \$135,908.00 and \$329,832.00 for the Base Bid, Add Alt 1 and Total Bid, respectively.

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

1. The above recitals are true and correct and are adopted as the findings of the Board of Directors.
2. Upon the recommendation of the CDBG Engineer that the Fire Hydrant Replacement Project be awarded to: Brough Construction, Inc. in the amount of Two hundred fifty-eight thousand nine hundred sixteen Dollars and no Cents (\$258,916.00).
3. The Board President is hereby authorized to sign the Construction Agreement (Exhibit A to this Resolution) on behalf of the District.

This resolution was adopted at a Regular Meeting of the Board of Directors of the Malaga County Water District held on February 22, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Charles E. Garabedian, Jr., Board President

ATTEST:

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Moises Ortiz, Secretary to the Board  
of Directors of the Malaga County Water District

Exhibit A  
Construction Agreement

## **AGREEMENT**

THIS AGREEMENT, made at Fresno, in Fresno County, California, by and between Brough Construction, Inc., hereinafter called the Contractor, and the Malaga County Water District, hereinafter called the Owner.

The Contractor and the Owner, for the consideration hereinafter named, agree as follows:

**ARTICLE I.** The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, teamsters, draymen and laborers required for construction of

### **FIRE HYDRANT REPLACEMENT PROJECT CDBG PROJECT NO. 19451**

All work shall be completed in strict compliance with the Plans, Drawings and Specifications therefore prepared for the Owner by Yamabe & Horn Engineering, Inc.

**ARTICLE II.** The Contractor and the Owner agree that the Advertisement (Notice to Contractors), the Wage Scale (Prevailing Wages), the Standard Specifications, the Special Provisions, the Plans and Drawings, the Addenda and thereto, and the Proposal hereto attached, together with this agreement, form the Contract, and they are as fully a part of the Contract as if herein repeated. In the event of a conflict between this agreement and any portion of the standard specifications or special provisions, to the extent of such conflict, this Agreement shall be controlling.

**ARTICLE III.** The Owner agrees to pay the Contractor for the performance of the Contract the sum of Two hundred fifty-eight thousand nine hundred sixteen Dollars and no Cents (\$258,916.00).

It being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal; and upon completion of the project, the final contract price shall be revised, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached.

**ARTICLE IV.** If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should repeatedly violate any of the provisions of the contract, or if he or any of his subcontractors should repeatedly disregard laws, ordinances or the instructions of the Engineer, then the Owner may, upon certificate of the Engineer that grounds for termination exist, serve written notice upon the Contractor and his surety of its intention to terminate the contract. Such notice shall contain the reasons for such intention to terminate the contract, and unless within five (5) days after the serving of notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said five (5) days, cease and terminate. The period for service of written notice begins upon deposit of the notice by prepaid postage into the United States mail, or by better means of service.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plans, and other property belonging to the Contractor as may be on the site of the work and necessary therefore. In such case, the Contractor shall not be entitled to receive any further payment until the work



is finished. If the unpaid balance of the contract price exceeds the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, and damage incurred through the Contractor's default, shall be certified by the Engineer.

ARTICLE V. The County of Fresno, The Malaga County Water District, HUD and Yamabe & Horn Engineering, Inc., must be 'held harmless' and covered as an additional insured.

With respect to any work required to be done under this contract, the Contractor will indemnify and hold harmless the COUNTY OF FRESNO, THE MALAGA COUNTY WATER DISTRICT, THE UNITED STATES OF AMERICA, HUD, YAMABE & HORN ENGINEERING, INC., and all other participating public agencies, whether, or not said agencies are named herein, who have jurisdiction within the areas in which the work is to be performed, and all officers and employees of the County, the Malaga County Water District, the United States of America, the Engineer and said other participating agencies, against any and all claims, demands, causes of action, damages (including damage to the Owner's property or property of the participating agencies), costs or liabilities (including costs, or liabilities of the Owner or the participating agencies with respect to its employees), in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by the performance of the contract, whether such performance by the Contractor, his subcontractor or anyone directly or indirectly employed by him; and the Contractor shall, at his sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against the Owner, the participating agencies, their officers and employees on any such claim, demand or cause of action, and the Contractor shall pay and satisfy any judgment or decree which may be rendered against the Owner, the participating agencies, their officers and employees in any such suit, action or other legal proceedings.

To the maximum extent permitted by Civil Code Section 2782 et seq., Owner shall not be liable for, and Contractor shall defend and indemnify the Owner and its officers, agents, engineers, architects, consultants, employees and volunteers, the County of Fresno, HUD, all other participating public agencies, whether or not said agencies are named herein, who have jurisdiction within the areas in which work is to be performed, and all officers and employees of the County, the Owner, the United States, and said other participating agencies (collectively "Owner Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, causes of action, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges, costs or liabilities of any kind or character, including attorneys' fees and court costs (collectively referred to as "Claims"), which arise directly or proximately out of, or are in any way connected to, the work covered by this Agreement arising directly from any act, error, omission, negligence, or concurrent negligence of Contractor or its officers, employees, agents, contractors, sub-contractors, licensees or servants. However, Contractor shall have no obligation to defend or indemnify Owner Parties against Claims caused by the active negligence, sole negligence or willful misconduct of Owner Parties. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire terms of this agreement, the following-described insurance coverage, insuring not only Contractor and its subcontractors, if any, but also, with the exception of workers' compensation and employer's liability insurance, the District, its officers, agents, and employees of each of them:

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

#### MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this product / location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

#### DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### OTHER INSURANCE PROVISIONS

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The County of Fresno, Owner, HUD, and all other participating public agencies, its officers, officials, employees, agents and volunteers are to be covered as insureds evidenced by Insurance Services Office endorsements CG 20 10 and CG 20 37 as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Owner, its officials, employees, agents or volunteers.
- (4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy required by this clause shall be endorsed to state the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

#### ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

#### VERIFICATION OF COVERAGE

Contractor shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences. The Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

An Additional Insured Endorsement to the Contractor's Liability Insurance policy naming the District, the County of Fresno, the United States, HUD, the Engineer, the above said agencies and all other participating public agencies (if applicable) and all officers and employees of the above, shall be furnished in triplicate.

#### SUBCONTRACTOR

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

Contractors Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain "x", "c" or "u" exclusions.

Certificates of such insurance shall be filed with the Owner concurrently with the execution of this agreement or, with Owner's approval, within ten (10) days thereafter. Said certificates shall be subject to the approval of the Owner.

ARTICLE VI. Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten (10) days written notice of cancellation. If the Contractor self-insures Worker's Compensation, Certificate of Consent of self-insured should be provided the Owner.

ARTICLE VII. The Contractor shall forthwith furnish in triplicate, a faithful performance bond in an amount equal to 100% of the contract price and a labor and materials bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall contain provisions such that if the Contractor or his subcontractor shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

ARTICLE VIII. The improvement contemplated in the performance of this contract is a U.S. Department of Housing and Urban Development, Community Development Block Grant improvement over which the County of Fresno shall exercise general supervision. The County of Fresno therefore, shall have the right to assume full and direct control over this contract whenever the County of Fresno at its sole discretion shall determine that its responsibility to the United States so requires.

ARTICLE IX. Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which the completed project is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such materials and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified right to make any needed replacement or repairs after a written notice to cure has been served upon the Contractor and a reasonable time to cure has expired. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

ARTICLE X. In the event of litigation concerning this agreement the prevailing party shall be awarded reasonable attorney fees and costs of suit, in addition to appropriate compensatory damages or other relief ordered for the benefit of the prevailing party.

IN WITNESS WHEREOF, they have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

MALAGA COUNTY WATER DISTRICT  
(Owner)

BROUGH CONSTRUCTION, INC.  
(Contractor)

By: \_\_\_\_\_  
Moises Ortiz, General Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
(Federal Taxpayer I.D. No.)

\_\_\_\_\_  
Michael Slater, Attorney for District

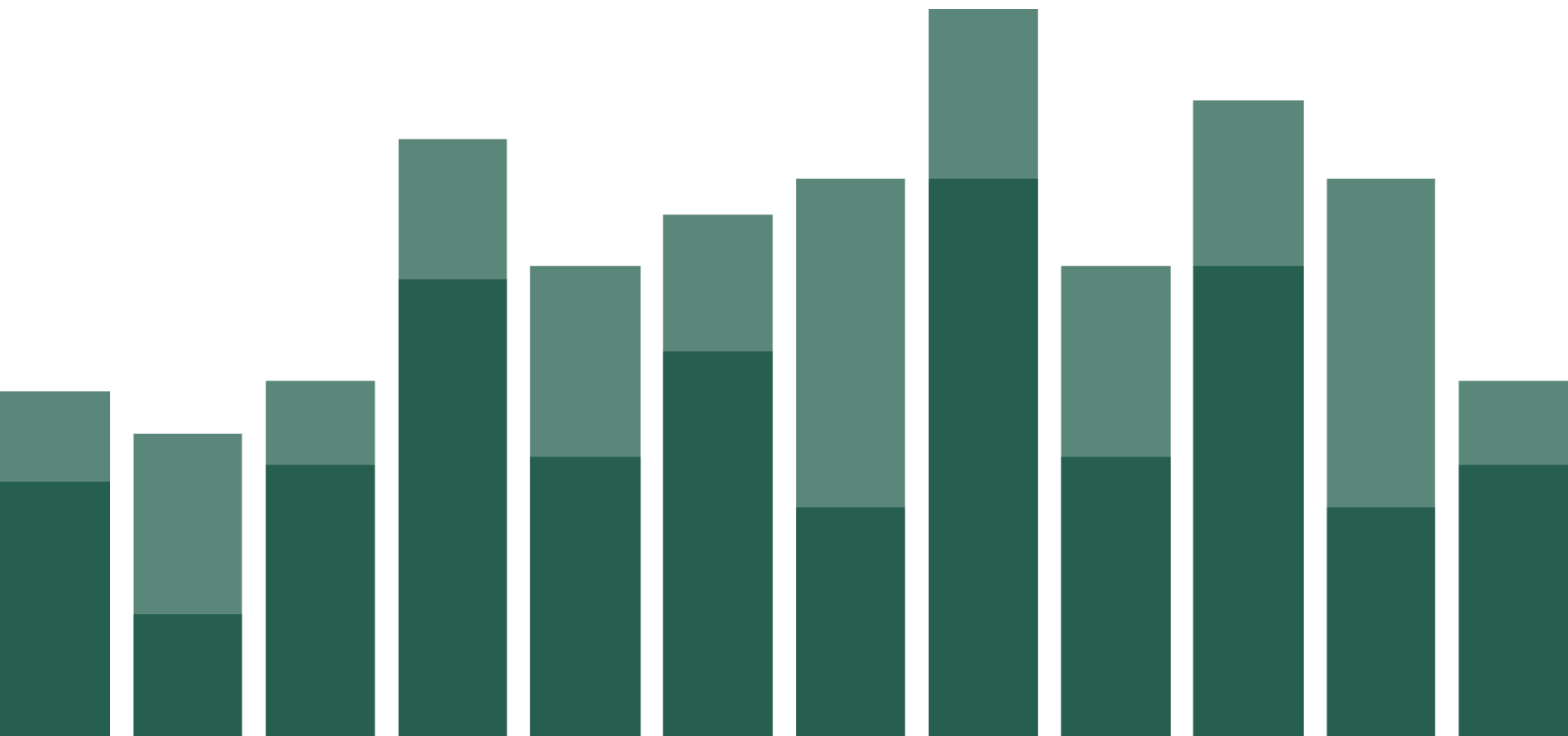
FISHER INVESTMENTS<sup>®</sup>  

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401(k) SOLUTIONS

401(k) Fee Analysis

Prepared for Malaga County Water District  
January 21, 2022



## Disclosures

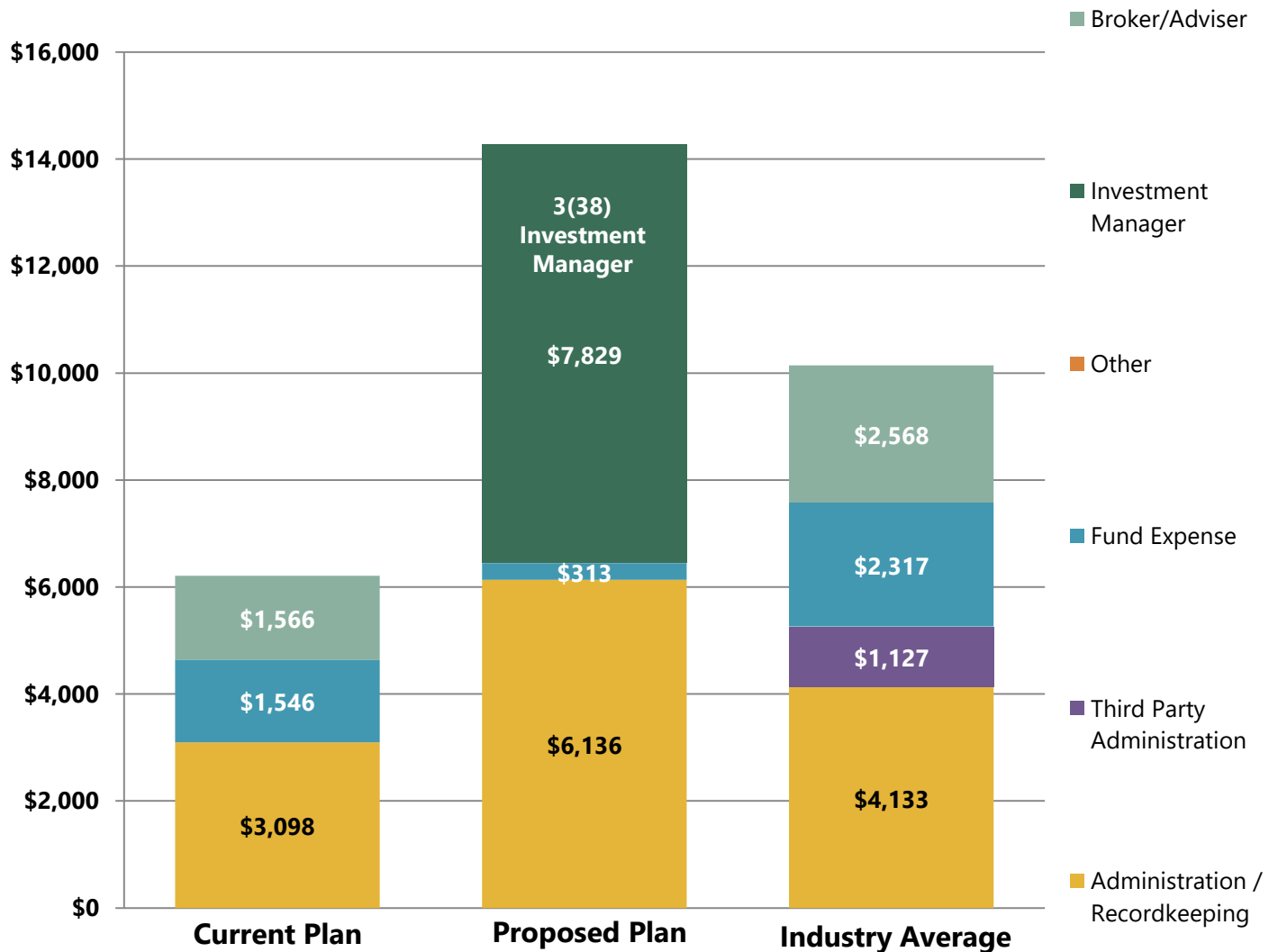
This customized fee calculation is designed to provide you with an estimate of the aggregate annual fees of your current 401(k) plan and mutual fund holdings compared to Fisher Investments 401(k) Solutions and the industry average based on data from Fiduciary Decisions (FDI). Please be aware that all of these costs will vary from fund-to-fund, year-to-year, and may not be inclusive of other potential costs not listed here. Fisher Investments assumes the information provided is reliable, but cannot guarantee the accuracy, timeliness or completeness of the data and is not responsible for any inaccuracies or omissions. All calculations are illustrations based on the data and assumptions provided to Fisher Investments. We will happily redo the analysis should you determine an element of the calculation is incorrect. Estimated fees for the FDI peer group are based on the average fees for each respective category noted in the provided FDI Plan Profile document.

Investing in securities involves the risk of loss. Past performance is no guarantee of future returns.

For plan sponsors of qualified 401(k) plans only. Not to be distributed to plan participants.

## Estimated Annual Fees (\$)

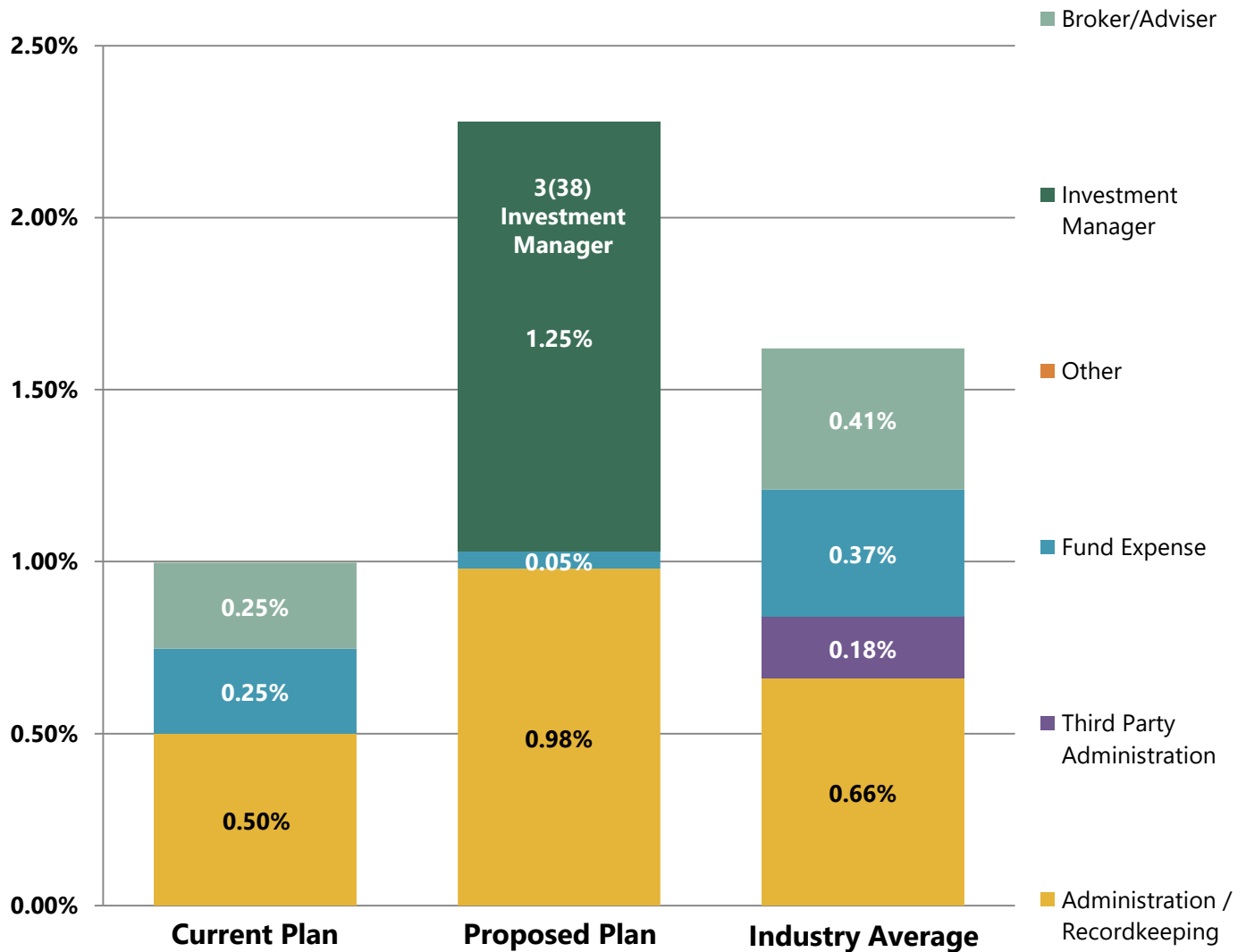
### Current Plan, Fisher 401(k) Solutions and Industry Average



The Proposed graph represents the fees Fisher Investments' Plan clients paid on average for fund management as of 06/30/20. The calculation is based on the assets within each fund and the fund's expense ratio as of the same date. This allocation is for illustrative purposes only and does not reflect the allocation recommended for you or your employees. Plan participants' suggested allocations may be determined after plan conversion based on individual's needs in retirement, anticipated time horizon and other factors.

## Estimated Annual Fees (%)

### Current Plan, Fisher 401(k) Solutions and Industry Average



The Proposed graph represents the fees Fisher Investments' Plan clients paid on average for fund management as of 06/30/20. The calculation is based on the assets within each fund and the fund's expense ratio as of the same date. This allocation is for illustrative purposes only and does not reflect the allocation recommended for you or your employees. Plan participants' suggested allocations may be determined after plan conversion based on individual's needs in retirement, anticipated time horizon and other factors.



## Current 401(k) Provider Fee Calculation Details

The following is an estimate of the aggregate annual fees for your current plan. Please be aware that all of these costs will vary from fund-to-fund, year-to-year, and may not be inclusive of other potential costs not listed here.

### Plan Details

<b>Aggregated Plan Value</b>	<b>\$626,281</b>
<b>Plan Participants</b>	<b>14</b>

Estimated Annual Fees		Fee (%)	Fee (\$)
<b>Investment Managers, Fund Expenses and Broker/Adviser</b>			
Fund Management	Asset Weighted Fund Expense	0.39%	\$2,449
	Less Revenue Sharing SubTA/SSF	-0.14%	-\$903
	<b>Fund Expense Subtotal</b>	<b>0.25%</b>	<b>\$1,546</b>
GTA Advisors	Advisor Fee	0.25%	\$1,566
	<b>Broker/Adviser Subtotal</b>	<b>0.25%</b>	<b>\$1,566</b>
<b>Administration, Recordkeeping and Other</b>			
The Newport Group	Admin & Compliance Base Fee	0.08%	\$525
	Admin & Compliance Per Participant Fee	0.06%	\$350
	Recordkeeping Fee	0.25%	\$1,566
	Trust/Custody Base Fee	0.04%	\$250
	Trust/Custody Fee	0.07%	\$407
	<b>Administration/Recordkeeping Subtotal</b>	<b>0.50%</b>	<b>\$3,098</b>
	<b>Total Estimated Annual Cost</b>	<b>1.00%</b>	<b>\$6,209</b>

Please see Sources regarding the Current 401(k) Provider Fee Calculation Details on the following [page](#).

## Sources

Aggregated Plan Value: Quarterly Valuation Package as of 12/31/2021, pg. 9-14

Plan Participants: Provided by plan sponsor

Asset Weighted Fund Expense: Fee Disclosure as of 4/1/2020, pg. 3-4

Less Revenue Sharing SubTA/SSF: Fee Disclosure as of 4/1/2020, pg. 3-4

Advisor Fee: Administrative Service Agreement, pg. 10

Admin & Compliance Base Fee: Participant Fee Disclosure as of 6/23/2021, pg. 5

Admin & Compliance Per Participant Fee: Participant Fee Disclosure as of 6/23/2021, pg. 5

Recordkeeping Fee: Participant Fee Disclosure as of 6/23/2021, pg. 5

Trust/Custody Base Fee: Participant Fee Disclosure as of 6/23/2021, pg. 5

Trust/Custody Fee: Participant Fee Disclosure as of 6/23/2021, pg. 5

# Fund Expense Details

As of 12/31/2021

Asset Name	Plan Value	% of Plan	Net Expense Ratio	Net Weighted Expense Ratio	Revenue Sharing SubTA/SSF
AMERICAN INTERM BOND FD OF AMERICA - R-5	40,450.19	6.46%	0.28%	0.02%	0.05%
AMERICAN GROWTH FUND OF AMERICA - R-5	33,490.72	5.35%	0.35%	0.02%	0.05%
AMERICAN INCOME FUND OF AMERICA - R-5	24,772.19	3.96%	0.31%	0.01%	0.05%
AMERICAN CAPITAL INCOME BUILDER - R-5	46,003.53	7.35%	0.32%	0.02%	0.05%
AMERICAN FUNDS BALANCED - R-5	41,349.21	6.60%	0.31%	0.02%	0.05%
AMERICAN FUNDS WASHINGTON MUTUAL - R-5	50,945.62	8.13%	0.32%	0.03%	0.05%
VANGUARD TOTAL BOND MARKET INDEX ADMIRAL	58,052.92	9.27%	0.05%	0.00%	0.00%
VANGUARD 500 INDEX - ADMIRAL	41,260.57	6.59%	0.04%	0.00%	0.00%
VANGUARD INTERM-TERM TREASURY - INV	106,070.32	16.94%	0.20%	0.03%	0.00%
VANGUARD SMALL CAP INDEX - ADMIRAL	31,803.94	5.08%	0.05%	0.00%	0.00%
AMERICAN CAPITAL WORLD G&I - R-5	11,840.64	1.89%	0.47%	0.01%	0.05%
VANGUARD EUROPEAN STOCK INDEX FUND - ADM	8,470.63	1.35%	0.10%	0.00%	0.00%
<b>Subtotal Mutual Funds</b>	<b>\$494,510.48</b>	<b>78.96%</b>		<b>0.17%</b>	<b>0.02%</b>

Other Asset	Plan Value	% of Plan	Net Expense Ratio	Net Weighted Expense Ratio	Revenue Sharing SubTA/SSF
METLIFE 25554 SV SOLUTIONS CL 75	119,799.35	19.13%	1.14%	0.22%	0.65%
Money Purchase Account	11,971.03	1.91%	0.00%	0.00%	0.00%
<b>Subtotal Other Assets</b>	<b>\$131,770.38</b>	<b>21.04%</b>		<b>0.22%</b>	<b>0.12%</b>

<b>Total Assets</b>	<b>\$626,280.86</b>	<b>100.00%</b>		<b>0.39%</b>	<b>0.14%</b>
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Please see Sources and Definitions regarding the Fund Expense Details on the following page.

# Sources and Definitions

## Source

Quarterly Valuation Package as of 12/31/2021, pg. 9-14; Fee Disclosure as of 4/1/2020, pg. 3-4

## Definitions

Expense Ratios are generally inclusive of the annual costs to operate a fund: investment management fee, distribution (12b-1) fees, and other operating expenses.

Net expense ratios reflect any current waivers or reimbursements to the funds. The average net expense ratio as disclosed in the prospectus of over 25,000 US mutual funds is 1.27%. These fees may be deducted monthly or quarterly and are included in the calculation of the daily net asset value for the fund. Sales Loads are commissions paid to the broker who sold you the fund. Front-end loads are due when you buy the fund. Back-end loads are due when you sell. 12b-1 Fees pay for the fund's marketing, distribution and related expenses. Transaction fees and commissions are not included.

# Fisher 401(k) Solutions Fee Calculation Details

This customized fee analysis is designed to provide you with an estimate of the aggregate annual fees of Fisher Investments 401(k) Solutions. Please be aware that all of these costs will vary from fund-to-fund, year-to-year, and may not be inclusive of other potential costs not listed here.

## Plan Details

<b>Aggregated Plan Value</b>	<b>\$614,300</b>
<b>Plan Participants</b>	<b>14</b>

<b>Proposed Estimated Annual Fees</b>		<b>Fee (%)</b>	<b>Fee (\$)</b>
<b>Investment Manager and Fund Expense</b>			
Fund Management	Average Fund Expense	0.05%	\$307
	<b>Fund Expense Subtotal</b>	<b>0.05%</b>	<b>\$307</b>
Fisher Investments	3(38) Investment Manager	1.25%	\$7,679
	<b>Investment Manager Subtotal</b>	<b>1.25%</b>	<b>\$7,679</b>
<b>Administration/Recordkeeping</b>			
Empower Fee	Recordkeeping Fee	0.82%	\$5,037
	Investment Access Fee	0.16%	\$1,000
	<b>Administration/Recordkeeping Subtotal</b>	<b>0.98%</b>	<b>\$6,037</b>
<b>Total Estimated Annual Cost</b>		<b>2.28%</b>	<b>\$14,023</b>

Please see Sources and Notes regarding the Fisher 401(k) Solutions Fee Calculation Details on the following page.

## Sources and Notes

### Sources

Aggregated Plan Value: Quarterly Valuation Package as of 12/31/2021, pg. 9-14

Plan Participants: Provided by Plan Sponsor

### Notes

Fund Management: The Proposed graph represents the fees Fisher Investments' Plan clients paid on average for fund management as of 06/30/20. The calculation is based on the assets within each fund and the fund's expense ratio as of the same date. This allocation is for illustrative purposes only and does not reflect the allocation recommended for you or your employees. Plan participants' suggested allocations may be determined after plan conversion based on individual's needs in retirement, anticipated time horizon and other factors.

Fisher Investments 3(38) Investment Management: See the Fisher Investments Fiduciary Retirement Agreement. Please note, this calculation assumes that the fund assets are all invested in the Fisher Investments Collective Funds and/or the platform's money market fund. Plans with less than \$600,000 in plan assets will pay an annualized fee of \$7,500 per year. The portion of fees deducted from the Plan Account must not exceed 1.25% of Plan assets and the remainder must be paid by the Sponsor.

Empower Fee: Provided by Empower

## Fisher Investments Expense Details

Asset Name	Net Expense Ratio	12b-1	Revenue from Sub-Account (%)
Vanguard Wellesley® Income Admiral™	0.16%	0.00%	0.00%
American Funds American Balanced R6	0.28%	0.00%	0.00%
Vanguard Emerging Markets Stock Index Admiral	0.14%	0.00%	0.00%
Vanguard Total Intl Stock Index Admiral	0.11%	0.00%	0.00%
Principal Global Real Estate Sec R6	0.88%	0.00%	0.00%
PGIM High Yield R6	0.40%	0.00%	0.00%
Vanguard Inflation-Protected Secs Admiral	0.10%	0.00%	0.00%
Vanguard Total Bond Market Index Admiral	0.05%	0.00%	0.00%
Baird Core Plus Bond Inst	0.30%	0.00%	0.00%
Fisher Investments U.S. Fixed Income Collective Fund	0.05%	0.00%	0.00%
Vanguard Large Cap Index Admiral	0.05%	0.00%	0.00%
Vanguard Total Stock Mkt Idx Admiral	0.04%	0.00%	0.00%
Vanguard Growth Index Admiral	0.05%	0.00%	0.00%
Vanguard Value Index Admiral	0.05%	0.00%	0.00%
Vanguard Mid Cap Index Admiral	0.05%	0.00%	0.00%
JPMorgan Mid Cap Value R6	0.73%	0.00%	0.00%
Great-West Government Money Market Instl	0.11%	0.00%	0.00%
Vanguard Small Cap Index Admiral	0.05%	0.00%	0.00%
BlackRock LifePath® Index 2025 K	0.10%	0.00%	0.00%
BlackRock LifePath® Index 2030 K	0.10%	0.00%	0.00%
BlackRock LifePath® Index 2035 K	0.10%	0.00%	0.00%
BlackRock LifePath® Index 2040 K	0.10%	0.00%	0.00%
BlackRock LifePath® Index 2045 K	0.10%	0.00%	0.00%
BlackRock LifePath® Index 2050 K	0.10%	0.00%	0.00%
BlackRock LifePath® Index 2055 K	0.09%	0.00%	0.00%
BlackRock LifePath® Index 2060 K	0.10%	0.00%	0.00%
BlackRock LifePath® Index 2065 K	0.10%	0.00%	0.00%
BlackRock LifePath® Index Retire K	0.10%	0.00%	0.00%
PGIM Global Total Return (USD Hedged) R6	0.58%	0.00%	0.00%
Vanguard Total Intl Bd Idx Admiral™	0.11%	0.00%	0.00%
Fisher Investments All World Equity 3	0.05%	0.00%	0.00%
Vanguard Total World Stock Index Admiral	0.10%	0.00%	0.00%

## Sources and Notes

Source:

Fund Expenses: Fi360

Notes:

The Proposed graph represents the fees Fisher Investments' Plan clients paid on average for fund management as of 06/30/20. The calculation is based on the assets within each fund and the fund's expense ratio as of the same date. This allocation is for illustrative purposes only and does not reflect the allocation recommended for you or your employees. Plan participants' suggested allocations may be determined after plan conversion based on individual's needs in retirement, anticipated time horizon and other factors.

The Fisher Investments All World Equity Collective Fund and Fisher Investment U.S. Fixed Income Collective Fund Trusts are trusts for the collective investment of assets or participating tax qualified pension and profit sharing plans and related trusts, and governmental plans as more fully described in the Declaration of Trust. These CITs are available only to plan participants and sponsors within such qualified plans. This does not constitute an offer to sell or a solicitation of an offer to buy shares of the CITs. As bank collective trusts, the Fisher Investments All World Equity Collective Fund and Fisher Investments U.S. Fixed Income Collective Fund Trusts are exempt from registration as an investment company. The Fisher Investments All World Equity Collective Fund and Fisher Investments U.S. Fixed Income Collective Fund Trusts are managed by SEI Trust Company, the trustee, based on the investment advice of Fisher Investments, the investment adviser to the trusts.



# Industry Peer Group Fee Calculation Details

This customized fee analysis is designed to provide you with an estimate of the industry average fees for similar plans to yours, as defined by Fiduciary Decisions (FDI), an independent benchmarking service for defined contribution plans. Please be aware that all of these costs will vary from fund-to-fund, year-to-year, and may not be inclusive of other potential costs not listed here.

## Plan Details

<b>Aggregated Plan Value</b>	<b>\$614,300</b>
<b>Plan Participants</b>	<b>14</b>

<b>Industry Estimated Fee Calculations</b>	<b>Fee (%)</b>	<b>Fee (\$)</b>
<b>Investment Manager, Fund Expense and Broker/Adviser</b>		
Fund Expense	0.37%	\$2,273
Broker/Adviser Fee	0.41%	\$2,519
<b>Subtotal</b>	<b>0.78%</b>	<b>\$4,792</b>
<b>Administration, Recordkeeping and Other</b>		
Administration/Recordkeeping Fee	0.66%	\$4,054
Third Party Administration Fee	0.18%	\$1,106
Other Fee	0.00%	\$0
<b>Subtotal</b>	<b>0.84%</b>	<b>\$5,160</b>
<b>Total Estimated Annual Cost (excluding Managed Account)</b>	<b>1.62%</b>	<b>\$9,952</b>

Please see Sources and Notes regarding the Industry Peer Group Fee Calculation Details on the following page.

# Sources and Notes

## Sources

Aggregated Plan Value: Quarterly Valuation Package as of 12/31/2021, pg. 9-14

Plan Participants: Provided by Plan Sponsor

Industry Estimated Fee Calculations: FDi Data as of 12/31/2021

## Notes

**Investment Manager and Fund Expenses:** This value represents the fee rate and amount allocated to Investment Managers for similar 401(k) plans (as defined by FDI). The value is calculated by multiplying the average total fee rate for similar plans (1.61%) by the average fee rate (23%) distributed to investment managers.

**Broker/Adviser Fee:** This value represents the fee rate and amount allocated to adviser Consultants for similar 401(k) plans (as defined by FDI). The value is calculated by multiplying the average total fee rate for similar plans (1.62%) by the average fee rate (25%) distributed to adviser consultants.

**Recordkeeper Fee:** This value represents the fee rate and amount allocated to recordkeepers for similar 401(k) plans (as defined by FDI). The value is calculated by multiplying the average total fee rate for similar plans (1.62%) by the average fee rate (41%) distributed to recordkeepers.

**Third Party Administrator Fee:** This value represents the fee rate and amount allocated to TPAs for similar 401(k) plans (as defined by FDI). The value is calculated by multiplying the average total fee rate for similar plans (1.62%) by the average fee rate (11%) distributed to TPAs.

**Other Fee:** This value represents the fee rate and amount allocated to Other Service Providers for similar 401(k) plans (as defined by FDI). The value is calculated by multiplying the average total fee rate for similar plans (1.62%) by the average fee rate (0%) distributed to other service providers.

**FIDUCIARY RETIREMENT AGREEMENT***Single Employer 401(k) Plan***item 6.c.**

**To hire Fisher Investments (“Fisher”), sign this signature page.** When signed by both parties, this signature page, the attached Proposal, and the attached Terms together constitute a single Fiduciary Retirement Agreement (this “Agreement”).

Fisher is legally responsible for any investment advice it gives, even before the Agreement is signed. However, as explained more fully in the Terms, the Sponsor (defined below) has sole responsibility for deciding whether to enter into this Agreement on behalf of the Plan. By signing below, the Sponsor acknowledges that it has thoroughly reviewed this Agreement and Fisher’s Form ADV 2A Brochure and has independently determined that entering into this Agreement is in the best interests of the Plan.

If the Plan received a Referral Packet (defined in Section 5 of the Proposal) from a retirement plan receiving Fisher’s 401(k) Solutions services, please identify the referring plan below. Both plans may be eligible to receive a referral discount, as explained in the attached Proposal.

Plan Name (“Plan”):	Malaga County Water District Money Purchase Pension Plan
Company Name (“Sponsor”):	Malaga County Water District
Authorized Signer Signature:	
Authorized Signer Name:	
Authorized Signer Title:	
Address:	
City, State Zip:	

Fisher

Signature:	
Name:	Nathan Fisher
Title:	Senior Executive Vice President
Effective Date (completed by Fisher):	
Referring Plan (if applicable):	



**Proposal**  
Single Employer 401(k) Plan

**1. Core Services**

Fisher offers the “Services” listed below:

<b>Non- Fiduciary Investment Services</b>	
Assess the Plan’s investment objectives;	Annually
Assess or develop the Plan’s Investment Policy Statement (“IPS”);	Annually
<b>Fiduciary Services</b>	
Design the investment structure, including updating the investment options (“Funds”), consistent with the IPS;	3(38) Investment Management
Build, monitor, and update model portfolios (“Models”) comprised of the Funds if consistent with the IPS;	3(38) Investment Management
Research, review, and monitor the Funds and their performance;	3(38) Investment Management
<b>Vendor Review Services</b>	
Assist with service provider monitoring and evaluation;	Ongoing
Support service provider negotiation;	Ongoing
Evaluate fee disclosures;	As Needed
Benchmark services and fees, including Fisher’s services and fee, periodically with third party data;	Every Three Years
Facilitate service provider transitions and dedicated support during plan installation;	Initially and As Needed
<b>Plan Support Services</b>	
Single service point of contact;	Dedicated
Assist with Plan governance and review requirements under Section 404(c) of ERISA;	Ongoing
Analyze plan design;	Ongoing
Assist with employee notices, including delivery to the Sponsor;	As Needed
Support ongoing plan management, including support for compliance testing and Form 5500 preparation;	Ongoing
Assist with former employees with a balance;	As Needed
Assist with payroll setup, training, and coordination;	Initially and As Needed
Create and assist with fiduciary audit file;	Ongoing
Meet with plan committee;	Annually; Onsite
<b>Participant Services</b>	
Education programs;	Ongoing
Newsletter;	Quarterly
Phone and email support from home office staff;	Ongoing
Group meetings onsite during initial enrollment;	All participants
Group meetings onsite thereafter;	Annually; all participants
One-on-one meetings by phone;	Ongoing
One-on-one meetings onsite during initial enrollment; and	All participants
Offer one-on-one meetings onsite thereafter;	Annually; all participants
Participant services available in Spanish.	As needed

**Proposal**  
*Single Employer 401(k) Plan*

Except as explained below concerning the Fiduciary Services, all of the Services are provided on a ministerial or administrative basis and not as a fiduciary.

When providing the Fiduciary Services, Fisher acts as a “fiduciary” under Section 3(21) of the Employee Retirement Income Security Act of 1974 (“ERISA”) and as an “investment manager” under Section 3(38) of ERISA. As a 3(38) investment manager, Fisher does not simply give recommendations—it takes full legal responsibility for making investment decisions, relieving the Sponsor of liability it would have if Fisher were only giving recommendations as a 3(21) fiduciary. The Sponsor remains responsible for prudently selecting and monitoring Fisher.

The Funds will be designated investment alternatives under ERISA, and, if consistent with the IPS, one or more of the Models may be designated as qualified default investment alternatives under ERISA.

## 2. Fee

**The only fee that Fisher will charge for providing the Services will be an annual asset-based fee (the “Fee”) as set forth in the table below.**

If all Participant Services are provided at a single location or at two locations within 150 miles of each other, the Fee is as set forth in the table below. For other Plans, the Fee will be set forth in a custom proposal.

		Total Participants/Service Locations	
		1-100 Total Participants and 1 Service Location	101 or more Total Participants or 2 or more Service Location
Total Plan Assets	Up to \$600,000	\$7,500	Custom proposal
	\$600,001 to \$2,000,000	1.25% of Billable Assets	
	\$2,000,001 to \$3,000,000	1.00% of Billable Assets	
	\$3,000,001 to \$4,000,000	0.90% of Billable Assets	
	\$4,000,001 to \$5,000,000	0.80% of Billable Assets	
	\$5,000,001 or more	Custom proposal	

The Fee is paid quarterly in arrears, starting with the first full calendar quarter after Fisher is formally recognized as the advisor by the recordkeeper and the Plan has assets in it (“Milestone Date”). **You will not pay Fisher a Fee until the end of the first full calendar quarter after the Milestone Date.** All Fees are due within 30 days from the date of Fisher’s invoice.

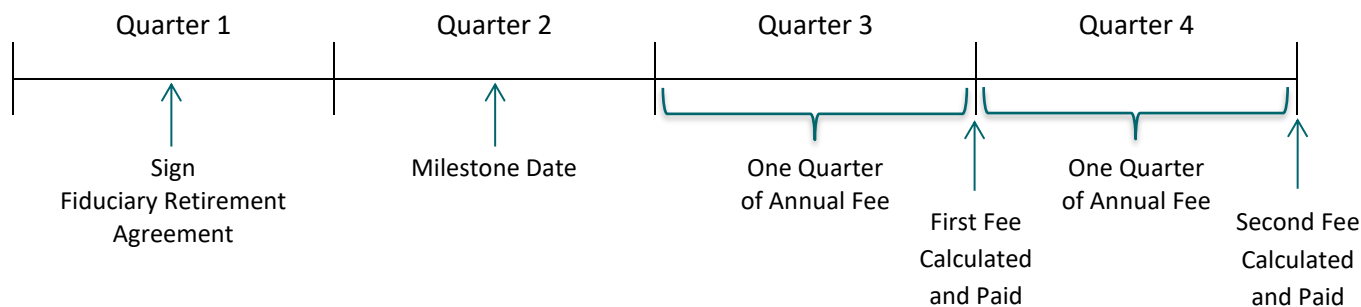
“Total Plan Assets” are defined as the total assets held in custody by the Plan’s custodian, using closing prices at quarter end, as provided by the recordkeeper or custodian without independent verification. No adjustments will be made in any quarter for any partial contribution or withdrawal of assets. When a Sponsor has signed a Fiduciary Retirement Agreement for more than one plan offered by the same company, the combined value of assets of all such plans shall count as Total Plan Assets for purposes of determining the applicable Fee, but for no other purpose.

“Billable Assets” are defined as Total Plan Assets less any assets invested through a Plan participant’s self-directed brokerage account, using closing prices at quarter end.

## **Proposal**

### *Single Employer 401(k) Plan*

#### Fee Timing Example:



### **3. Payment Method**

Except as set forth below with respect to any flat fee, Sponsor authorizes Fisher to invoice the Plan's custodian for the Fee and directs and authorizes the custodian to deduct the Fee from Billable Assets (excluding any assets in the Plan's forfeiture account) pro rata based on each participant's account balance. Sponsor hereby directs and authorizes Fisher to instruct the custodian to send Sponsor a statement, at least quarterly, indicating all amounts disbursed from Total Plan Assets, including any Fee paid. Sponsor acknowledges that it is Sponsor's responsibility to verify the accuracy of the calculation of the Fee and that the custodian will not determine whether the Fee is accurate or properly calculated.

For Plans subject to a Fee that is a flat dollar amount, the maximum portion of the Fee that may be deducted from the Plan's assets is 1.25% of Total Plan Assets. The remainder of the Fee must be paid by the Sponsor directly.

### **4. Service Guarantee**

Fisher promises to provide the Services to the Plan and its participants in a competent, effective, and proactive manner. If Fisher does not, Fisher will either fix the problem or waive the Fee for the next quarter.

To qualify for Fisher's Service Guarantee, the Plan must notify Fisher within 90 days of any deficiency by sending an email to [fisher401kservice@fi.com](mailto:fisher401kservice@fi.com). Within 90 days of receiving such notice, Fisher will investigate the problem and respond.

### **5. Referral Discount**

If the Plan introduces another retirement plan or its sponsor (a "Referred Plan") to Fisher, Fisher will give the Plan and the Referred Plan each a discount of \$2,000 (the "Referral Discount") by waiving a portion of the Fee (paid by the Plan) and a portion of the fee paid by the Referred Plan, subject to the following conditions:

- The Referred Plan and the Plan must not be affiliates.
- The Referred Plan must be a non-government qualified retirement plan that is not already receiving Fisher's 401(k) Solutions services.
- Fisher has no obligation to accept any Referred Plan as a client.
- The Referred Plan must begin receiving Fisher's 401(k) Solutions services within one year from introduction to Fisher in order for the Plan to receive the Referral Discount.
- For both the Plan and the Referred Plan, the Referral Discount will be applied the first quarter in which the Referred Plan would otherwise pay its fee to Fisher.
- The Referral Discount is only available to the Plan or the Referred Plan if their fees are paid directly out of plan assets. If fees are paid by invoice to the plan sponsor or some other party, the Referral Discount is not available.

***Proposal***  
***Single Employer 401(k) Plan***

- Receiving more than five Referral Discounts is subject to additional conditions in certain states. The Plan may not receive a sixth Referral Discount in any rolling twelve month period without complying with any such conditions.
- The Plan is expected to introduce the Referred Plan and Fisher and is not authorized to conduct any other solicitation activities on behalf of Fisher. The Plan does not represent Fisher and may not, on behalf of Fisher, provide any advice or services.
- In connection with any referral given, the Plan must follow Fisher's instructions and all applicable law.
- At the time of the referral, the Plan must deliver to the Referred Plan a current copy of the "Referral Packet," which identifies the Plan, discloses the Referral Discount, and includes a copy of Fisher's Form ADV Part 2 (a disclosure document that all investment advisers must deliver to their clients and prospective clients).
- Because of laws applicable to Fisher as an investment adviser, certain crimes and other delinquencies will disqualify the Plan or the Referred Plan from being able to receive the Referral Discount. The full list of disqualifying events was included in the Referral Packet and will be provided by Fisher upon request. By signing this Agreement the Plan certifies that it and its fiduciaries are not subject to any such disqualifying events, and it will notify Fisher if it is subject to any such disqualifying event in the future.

## **Terms**

### *Single Employer 401(k) Plan*

#### **A. The Sponsor and the Plan**

The Sponsor is entering into this Agreement in its capacity as sponsor to the Plan, which is a qualified, single employer plan under Section 401(k) of the Internal Revenue Code of 1986 and subject to Title 1 of ERISA. In administering or managing the Plan, the Sponsor must act solely in the interests of the Plan and its participants. The Sponsor has sole responsibility for deciding whether to enter into any arrangement on behalf of the Plan. By signing this Agreement, the Sponsor represents that it has concluded that:

- this Agreement does not violate any of the Plan's prior obligations;
- the Plan's governing documents permit the payment of fees in the manner specified in Section 3 of the Proposal;
- the Services are necessary for the operation of the Plan;
- the arrangement for Fisher to provide the Services, including the provisions of this Agreement and any compensation to be paid, is reasonable;
- the Plan's governing documents permit the investment of Plan assets in the Funds;
- Fisher may communicate with the Plan and its participants online, in person, or by email or telephone;
- the Sponsor and the individual signing this Agreement on behalf of the Sponsor are independent of Fisher and its affiliates; and
- the individual signing this Agreement on behalf of the Sponsor is a fiduciary authorized to enter into this Agreement and bind the Plan.

The Sponsor has adopted or will adopt an Investment Policy Statement ("IPS"). The Sponsor is solely responsible for determining whether the Plan's IPS reflects the needs of the Plan and its participants. Fisher will rely on the IPS when providing the Services.

Unless explicitly stated otherwise in the Proposal, the Sponsor maintains sole responsibility for all aspects of Plan administration, including monitoring class action lawsuits and compliance with bond requirements, privacy and information security laws, and any other legal obligation.

The Sponsor must promptly notify Fisher of any material change to the Plan's governing documents or any other information provided to Fisher that would impact Fisher's performance of the Services.

#### **B. Fisher and the Services**

Fisher agrees to provide only the Services expressly mentioned in Section 1 of the Proposal. Fisher has no authority or discretion to interpret the Plan's governing documents, calculate benefits, handle benefit claims, or determine participation eligibility. Fisher will not, and cannot, provide legal or tax advice. Sponsor should seek the advice of its own legal and tax advisors as to all matters concerning the Plan and its operations and administration.

Fisher will:

- comply with privacy and information security laws, and any other legal obligation;
- maintain any licenses or approvals necessary for it to provide the Services, including its registration as an investment adviser with the Securities and Exchange Commission ("SEC");
- disclose to the Sponsor, upon request and in a timely manner, all relevant information related to the Fees and this Agreement necessary for the Sponsor to comply with any applicable reporting or disclosure requirement; and



## **Terms**

### *Single Employer 401(k) Plan*

- notify the Sponsor in writing of any material change regarding the Services, Fees or relevant conflicts of interest within 60 days.

Fisher may provide retirement plan consulting and investment advisory services to other clients. Fisher has no obligation to give the Sponsor the same advice it gives other clients.

In providing the Services, Fisher will interact with Plan participants. Any additional services provided to Plan participants will be subject to a separate agreement.

To provide the Services, Fisher relies on information from various sources, including the Sponsor and Other Providers (defined below). Fisher is authorized to obtain all information from the Other Providers that it may reasonably require and to share such information with its subcontractors or affiliates as necessary. Fisher cannot guarantee the accuracy, completeness, or timeliness of the information it receives from any source.

#### **C. Custody of Assets and Other Services**

All Plan assets will be held by an independent third party. Fisher will not have custody. If permitted by the Plan, participants who elect to direct investments outside the Funds may do so through a self-directed brokerage account, subject to a separate agreement.

Independent third parties will provide additional services to the Plan ("Other Providers"), including recordkeeping and administrative services. The Sponsor is responsible for selecting and monitoring Other Providers and paying all related fees. Fisher is not responsible for the actions or omissions of Other Providers or their compliance with applicable laws, and Fisher makes no guarantee with respect to the services of the Other Providers.

If a Plan's governing documents declare an investment manager responsible for the acts of a custodian, broker, or dealer, the Sponsor waives that provision and will not hold Fisher accountable for any act or omission of the custodian, broker, or dealer to which Fisher in good faith directs transactions.

#### **D. Funds**

The Funds may include both mutual funds and collective funds. Mutual funds are investment companies registered under the Investment Company Act of 1940 ("40 Act") and are regulated by the SEC. Mutual funds have expenses that are indirectly charged to investors and are disclosed in a mutual fund's governing documents, such as a prospectus and statement of additional information, which can be accessed publicly on the SEC's website.

Collective funds function similarly to mutual funds, but they are available only to qualified retirement plans. They are sponsored by a bank and regulated by the applicable banking authority. Collective funds are exempt from registration under Section 3(c)(11) of the 40 Act. A collective fund's governing documents, which may include a declaration of trust and a disclosure memorandum, must be delivered privately.

Fisher serves as investment adviser to various collective funds sponsored by SEI Trust Company ("SEI"). SEI, as trustee, manages the collective funds and maintains ultimate discretionary authority, but SEI relies on advice provided by Fisher. SEI is a trust company organized under the laws of the Commonwealth of Pennsylvania and a wholly owned subsidiary of SEI Investments Company. The assets of each Fund are held by a third party responsible for arranging for the execution of securities transactions through a broker-dealer it believes can provide best execution.

The Fisher-advised collective funds have been designed to eliminate as many expenses as possible, but certain charges, such as trading costs and trustee and custody charges, cannot be avoided. In addition, other expenses may be attributed to the Fisher-advised collective funds due to certain investing activities, such as investing in another fund, or in the unlikely event of litigation or changes in tax laws. **In all cases, Fisher**

## **Terms**

### *Single Employer 401(k) Plan*

**receives no revenue from the funds.** Fisher does not receive any fees from the Funds, including fund distribution fees, revenue sharing or management fees. When selecting the Funds, Fisher evaluates a range of qualitative and quantitative factors, including fund fees. Fisher seeks funds in lowest quartile of fees that also meet our other evaluation criteria. Collective Funds, when utilized, are designed to be no or low fee for the participant. Some plan sponsors may elect to make additional investment options available to plan participants through a self-directed brokerage account.

#### **E. Risk Disclosure**

Investment decisions, including those made by Fisher, the Plan, or its participants, will not always be profitable and may result in loss of principal. Past performance is no guarantee of future investment results. Fisher cannot guarantee the future performance of the Funds or the Models, the success of any investment decision made by the Plan or its participants, the success of any investment advice Fisher may give, or the accuracy of any market forecast.

Each of the Funds will involve their own unique risks. Investors should review a Fund's governing documents carefully before deciding to invest.

#### **F. Name Use**

The Sponsor hereby grants Fisher permission to identify the Sponsor as a client of Fisher and to use Sponsor's name and logo in its standard lists of representative clients, unless otherwise indicated in writing to Fisher.

#### **G. Indemnification**

As a fiduciary under ERISA, Fisher is subject to a variety of legal requirements designed to protect retirement plans. For example, a fiduciary breaching its fiduciary duties can be required to make restitution to the plan and disgorge its profits, among various other remedies.

In addition to these legal remedies under ERISA, Fisher will indemnify the Sponsor against (i.e., make the Sponsor whole for) any expenses the Sponsor incurs as a result of Fisher's intentional misconduct, negligence, or breach of fiduciary duty.

The Sponsor will indemnify Fisher against (i.e., make Fisher whole for) any expense Fisher incurs as a result of Fisher's reliance on any information or instruction from Sponsor or an allegation that the Sponsor or another Plan fiduciary breached its fiduciary duty

This Section will survive termination of this Agreement.

#### **H. Termination**

Either party may terminate this Agreement with 30 days prior written notice to the other party. Fisher will be entitled to a pro-rata amount of compensation calculated through the date of termination. Such termination will not, however, affect the obligations of the parties arising from transactions initiated prior to the termination, and such obligations shall survive.

#### **I. Dispute Resolution; Arbitration**

This Agreement shall be governed by the laws of the state of Delaware without reference to conflict of law principles, unless preempted by federal law.

Any dispute, claim or controversy arising out of this Agreement or otherwise between Sponsor and Fisher or any of its affiliates, or any of their officers, directors, employees or agents, including but not limited to the breach, termination, enforcement, interpretation or validity of this Agreement and the scope and applicability of the agreement to arbitrate in this Section, will be determined by arbitration before the Judicial Arbitration and Mediation Service ("JAMS") office located in San Francisco, before one arbitrator who will be a retired judicial officer. Any claim asserted by Sponsor will not be joined, for any purpose, with the claims of any other

**Terms**  
*Single Employer 401(k) Plan*

person or entity. The arbitration will be administered by JAMS pursuant to the Comprehensive Arbitration Rules and Procedures, and the proceedings and award shall be kept in strict confidence by Sponsor and Fisher.

The laws of the State of Delaware, including but not limited to any applicable Delaware statutes of limitation and Delaware common law construing those statutes, will govern the substantive and procedural rights of the parties. Judgment upon any award rendered by the arbitrator will be final, and may be entered into any court having jurisdiction.

Sponsor understands that this Agreement to arbitrate does not constitute a waiver of its right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws. If the right to seek a judicial forum cannot be waived, the dispute will be resolved in a state or federal court in San Francisco, and the parties irrevocably submit to the jurisdiction and venue of the courts in such city.

Sponsor further understands that this Section and the confidentiality provisions herein shall survive termination of this Agreement.

**J. General Provisions**

This Agreement is the entire understanding between the parties and supersedes all prior oral or written statements.

Any notice required or permitted under this Agreement must be in writing and sent to Fisher at 5525 NW Fisher Creek Drive, Camas, WA 98607 or to Plan at address on the signature page, or such other address provided by written notice. All notices are deemed to have been given: (i) at the time of delivery, if delivered personally or by nationally recognized overnight courier service; (ii) when sent, if sent by facsimile or email; or (iii) on the third business day after being mailed by registered or certified mail, return receipt requested and postage prepaid.

This Agreement may be executed manually or by facsimile signature, in one or more counterparts, together constituting a single instrument.

This Agreement may be modified only by written agreement between the parties.

No assignment of this Agreement shall be made without the express written consent of all parties in accordance with the Investment Advisers Act of 1940.

This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors.

Nothing in this Agreement waives or limits any rights the Sponsor, the Plan, or any other party may have under ERISA or federal or state securities laws.

If any provision of this Agreement is deemed invalid, the invalidity will not affect any other provision of this Agreement, and this Agreement will be enforced as if the invalid provision had not been included.

## item 8.a.

**From:** [Moises Ortiz](#)  
**To:** [Norma Melendez](#)  
**Subject:** FW: [Possible spam] RE: Lori Aubin / The KYA Group  
**Date:** Thursday, February 17, 2022 10:36:50 AM

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Park and Rec Report  
Open items

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**From:** Lori Aubin <lori.aubin@thekeyagroup.com>  
**Sent:** Wednesday, February 16, 2022 9:22 AM  
**To:** Moises Ortiz <mortiz@malagacwd.org>  
**Cc:** Meliton Hernandez <meliton.hernandez@thekeyagroup.com>  
**Subject:** [Possible spam] RE: Lori Aubin / The KYA Group

Hello, Moises:

Thank you for taking my call just now...

Just wanted to send this email to reiterate that we are working on your proposals and should have them to you shortly:

1. New flooring for the Community Center
2. Resurfacing the Community Center Roof
3. Resurfacing the Parking lot
4. Resurfacing the entire rubber path around playing fields
5. Remedy Pour N Place surfacing on Playground Area
6. Replacing missing Shade Fabric for Shade Structure

We understand that all work is to be done using Prevailing Wage.

Thank you again, Moises, for this opportunity to serve you and your beautiful community center.

[photo](#)



### Lori Aubin

Central Valley Regional Advisor at [The KYA Group](#)  
[1800 East McFadden Avenue, Santa Ana, CA 92705](#)

**Office** [714-659-6477](#)

**Cell** [559-474-1081](#)

**Fax** [714-586-5526](#)

[lori.aubin@thekeyagroup.com](mailto:lori.aubin@thekeyagroup.com)

<http://www.thekeyagroup.com>

[@KYAconnect](#)



**BRONCO CONCRETE, INC.**

3197 E. North Ave.  
Fresno, Ca. 93725  
Phone (559) 323-5005  
Fax (559) 322-5505  
Contractors Lic. #777986

Saturday, February 5, 2022

**Malaga County Water District**

**Project:**

Malaga Park- Old Rec. Bldg.  
3582 S. Winery Ave  
Fresno, CA 93725

**Contact:**

Anthony S. Anaya  
C: (559) 906-1981  
AAnaya@Malagacwd.org

**Inclusions:**

**ADA Upgrades:**

- Perimeter of Bldg. (Back Service Door) - Demo & repour 240 sf x 3.5" thick of sidewalk and ramp with 6" wide curb along the sidewalk reinforced with (1) Continuous #4 rebar. Supply and install (2) 3' x 4' wet set domes.
- Perimeter of Bldg. (Southside of Bldg.) - Demo & repour 252 sf x 3.5" thick of sidewalk with 6" wide curb along the sidewalk reinforced with (1) Continuous #4 rebar.
- Perimeter of Bldg. (Southwest Corner) - Demo & repour 182 sf x 3.5" thick of sidewalk and ramp. Demo and repour 180 sf x 3.5" thick of path of travel to new bldg.
- Perimeter of Bldg. (Front Parking) - Demo & repour 184 sf x 3.5" thick of sidewalk with 6" wide curb along the sidewalk reinforced with (1) Continuous #4 rebar.
- ADA Stalls (Front ADA Stalls) - Demo & repour 504 sf x 3.5" thick of ADA stalls and ramp with (2) 3' x 4' wet set domes.
- Perimeter of Bldg. (Northeast Corner) - Demo & repour 231 sf x 3.5" thick of sidewalk and ramp with (1) 3' x 4' wet set domes.
- Perimeter of Bldg. (Eastside) - Demo & repour 398 sf x 3.5" thick of sidewalk. Demo and repour 28 sf x 3.5" thick of old ramp flushed with existing asphalt.

**Exclusions:**

Compaction of subgrade, compaction testing, metal columns, pipe, drain inlets, conduit, metal flashing, bollards, post, permits, special inspections or testing, shop drawings, core drilling, floor drains, floor sinks, 10 mil in garage, light weight concrete, special mix designs, grinding, sign footings, trench drains, SWPPP, joint sealant, stain, stamp, sealer, color, exposed aggregate finish, salt rock finish, epoxy flooring, polishing, overtime work, work on weekends or evenings, wet curing, cure blankets, curing compound, Damage from water transmittance, efflorescence, unknown site conditions, wire mesh, fibermesh, CMU masonry walls, handrails, catch basins, 3 x 3 plate washers. Digging, backfilling or compaction of plumbing and utility trenches. Traffic control, construction site fencing, portable restroom. Washout or supervision of washout area. Damage to sprinklers, adjusting/moving sprinklers. Landscape removal. Pre-treating for termites. Concrete pumping. **Wheel stops, signage and striping.** Prevailing wages, bid bond, performance bond and contract bond.

**Conditions:**

1. Any changes or extras will be charged at cost plus 30%.
2. By having Bronco start on your project you are agreeing to the inclusions, exclusions and conditions of this bid and fully understand our warranty in the attached Bronco Customer Warranty sheet.
3. Bronco Concrete reserves the right to collect all fees including attorney and interest in pursuit of collecting payment.
4. Pre-lien info needed before commencing work.
5. Price good for 30 days.
6. TERMS: NET 30 DAYS FOLLOWING DATE OF INVOICE.
7. A SERVICE CHARGE of 1.5% per month will be made on any unpaid balance each month. THIS SERVICE CHARGE is computed by a "periodic rate" of 1.5% per month for a minimum of \$.25 on a balance under \$18.00.

This is AN ANNUAL PERCENTAGE RATE OF 18% applied to the previous balance and/or credits applied to the previous balance and/or credits applied during the month.

8. I/we agree to pay any and all cost of suit, attorney's fees, collection fees and costs necessary to collect on this account if payment is not received. These terms supersede all and any other terms completely and exclusively.
9. The undersigned personally guarantees any and all charges and/or money due. This sum to include reasonable attorney's fees, collection fees and costs.
10. In the event of project non-completion, payment will be expected in line with work completed.

**Project:**

Malaga Park- Old Rec. Bldg.  
3582 S Winery Ave  
Fresno, CA 93725

**Price:**

ADA Upgrades - \$26,843

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Company

---

Title

---

Customer's Printed Name

---

Customer's Signature

---

Date

## **Bronco Customer Warranty**

**Warranty** – We warranty our work for a period of one year after the pour date. Your warranty issue must be brought to our attention within this one year period. What our warranty covers and what to expect from your new concrete will be detailed on this document.

**Industry Standard** - There are three things in life that are guaranteed – death, taxes and cracks in concrete. If your concrete does develop a crack, there is no need for concern. **Cracks do not mean your concrete lacks structural integrity.** A crack that is 1/4" or less wide or lifted is considered within industry standards and is not covered by our warranty.

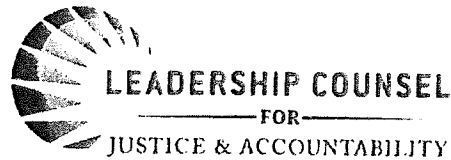
**Cracks** - As the new concrete cures it will shrink slightly due to the water needed in the concrete mix. The internal stresses during curing can and will cause concrete to crack. To reduce the visibility of cracks we tool or saw cut control joints in the concrete within 24 hours of pouring to encourage concrete to crack inside the control joints. Unfortunately, even with control joints the concrete can still crack in a visible location.

**Efflorescence** – You may notice patches of white discoloration or powder on your concrete's surface. This is efflorescence. Efflorescence is caused from water that has drained under your concrete and worked its way up through the concrete surface. Most likely your landscape irrigation has caused the excess water under your concrete due to a broken pipe, overwatering or your landscaping improperly sloping towards the concrete. Efflorescence is not covered by warranty.

**Settling and Shifting** - Over time your concrete may settle or shift. This is not a warranty issue since it's due to the subgrade (earth under the concrete) and is beyond our control. The settling of your subgrade can cause you to hear a hollow sound from your driveway or garage floors. As long as the concrete hasn't formed any serious cracks (greater than 1/4" wide or lifted) then there is no need to worry. Your garage and driveway floors are more than capable of handling the vehicle stresses.

## **How to Care for Your Concrete:**

- Do not walk on your new concrete for at least 5 days.
- Do not drive on your new concrete for at least 14 days.
- Do not drive large or heavy vehicles on your concrete (U-Hauls, semi-trucks, RV's, etc.). Thicker concrete and rebar may be required for heavier vehicles.
- Do not overwater your landscaping near your concrete; it may "wash out" the concrete's subgrade and cause settling or efflorescence.



## **Malaga/Calwa Virtual Community Meeting**

**Thursday February 24th, 6pm**

**Zoom Meeting ID: 848 2598 3459**

**Call In: 1 669 900-6833**

What We will Discuss:

### **Updates on Issues that Impact Your Community:**

#### **CalTrans Hwy 99/North Ave Overpass Expansion**

The state agency, CalTrans, wants to expand the Highway 99 interchanges on North Avenue and American Avenue. This might result in more truck traffic and car traffic, more industrial facilities, and worse air quality in your community.

#### **West Coast Waste Pellet Biomass Facility**

This is a biomass facility that incinerates disposable waste. They have plans to expand the facility by processing the waste into pellets. Expanding this facility could result in more emissions and contamination.

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### ***ORGANIZE and UNITE YOUR COMMUNITY***

Speak up against unhealthy land uses and inequities that happen in communities of color.

Join this Community Meeting and Learn about ways to stay involved and aware of development projects that will impact your community.



**FOR MORE INFORMATION CONTACT**

**IVANKA SAUNDERS**

**(805)680-7210 [isaunders@leadershipcounsel.org](mailto:isaunders@leadershipcounsel.org)**







1112 I Street, Suite 300  
Sacramento, California 95814-2865  
T 916.231.4141 or 800.537.7790 • F 916.231.4111  
Maximizing Protection. Minimizing Risk. • [www.sdrma.org](http://www.sdrma.org)

January 18, 2022

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



**Re: 2022-23 Property/Liability Early Budget Estimates**

Dear Mrs. Cortez,

In preparation for the 2022-23 Property/Liability Program renewal on July 1, 2022, we are providing our program members with a preliminary renewal contribution estimate to help with budget planning for the 2022-23 fiscal year. We will continue to provide updates as we obtain renewal cost information from our program excess/reinsurers over the next few months. **Final contribution amounts will not be confirmed until we issue the 2022-23 renewal invoices in early June.**

Your agency's Property/Liability 2022-23 estimated contribution is **\$76,191 to \$79,498** based on the following assumptions:

- A 5% increase in operating budget from the 2021-22 program year
- Your agency's current exposures and losses currently on record with SDRMA, which include a 19.72% increase to the value of scheduled buildings and 14.17% increase to the value of scheduled contents \*
- Pool reinsurance rate increases of 12.5% to 25% based on early estimates from our reinsurance brokers
- Credit Incentive Program (CIP) points for 2021-22 that your agency may have earned are not yet calculated and, therefore, not considered in this estimate

\* Per board policy, SDRMA trends property values based on trending factors published by Marshall & Swift as set forth in the fourth quarter of the prior calendar year. Marshall & Swift trending factors can represent increases or decreases to property values to reflect inflation of construction, building materials and other costs associated with replacement or repair of damaged property. Trending factors apply to both buildings/structures and contents. Properties added to your policy during the current policy year or appraised within the last year will not be impacted by the trending factors until the next renewal for 2023-24.



**This budget estimate is specifically provided to assist you with preliminary budgeting and is NOT a renewal indication, renewal quote, or a “not-to-exceed” contribution.** The final renewal contribution amount may be in excess of this estimate depending on the changing conditions of the insurance market over the next few months. Since we do not have the 2022-23 renewal rates from the program excess/reinsurers, we recommend you budget towards the upper end of the range, plus any differences in exposure or losses which have not yet been reported to SDRMA.

Once we receive your agency’s 2022-23 Renewal Questionnaire in February, with updated exposure information, we will distribute an updated budget estimate. If you make any substantial changes to your policy over the next few months, and would like an updated contribution estimate, please contact our Finance Department at [accounting@sdrma.org](mailto:accounting@sdrma.org) or 800.537.7790.

Members considering withdrawal from coverage with SDRMA for the 2022-23 program year are required to submit a **“Notice of Intent to Withdraw”** by **April 1, 2022** in accordance with SDRMA Bylaws and must have completed the initial three full program year commitment period. If you have any questions about withdrawing from our program, please contact Ellen Doughty at [edoughty@sdrma.org](mailto:edoughty@sdrma.org) or 800.537.7790.

On behalf of the SDRMA Board of Directors and our entire risk management team, we thank you for your continued participation in our programs.

Sincerely,  
Special District Risk Management Authority

A handwritten signature in blue ink that reads "Laura S. Gill". The signature is fluid and cursive, with the first name "Laura" being more prominent than the last name "Gill".

Laura S. Gill, ARM, ARM-P, CSDM  
Chief Executive Officer



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

Maximizing Protection. Minimizing Risk. • [www.sdrma.org](http://www.sdrma.org)

January 18, 2022

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



**Re: 2022-23 Workers' Compensation Experience Modification Factor**

Dear Mrs. Cortez,

In preparation for the 2022-23 Workers' Compensation Program renewal on July 1, 2022, we are providing your agency's 2022-23 Experience Modification Factor (EMOD) to help with budget planning. SDRMA follows the Workers' Compensation Insurance Rating Bureau (WCIRB) methodology for calculating EMODs. A detailed EMOD Calculation Form and claims detail is attached to help you understand your EMOD.

**Your agency's 2022-23 EMOD is 71%**

If you have questions regarding your agency's EMOD, please contact our Finance Department at [accounting@sdrma.org](mailto:accounting@sdrma.org) or 800.537.7790.

The market for Workers' Compensation coverage continues to remain stable. We anticipate only medical inflation to cause minor rate increases for excess/reinsurance coverage for the 2022-23 program year. Thus, we anticipate minimal rate changes for the 2022-23 program year.

The SDRMA Board of Directors will also discuss a potential Longevity Distribution in the coming months. Should the board approve a distribution, every member that has completed its initial commitment of three full program years and has an EMOD of 150% or lower is eligible to receive a longevity distribution credit when they renew coverage. More information regarding a potential longevity distribution will be shared in March.

Members considering withdrawal from coverage with SDRMA for the 2022-23 program year are required to submit a **"Notice of Intent to Withdraw"** by **April 1, 2022** in accordance with SDRMA Bylaws and must have completed the initial three full program year commitment period. If you have any questions about withdrawing from our program, please contact Ellen Doughty at [edoughty@sdrma.org](mailto:edoughty@sdrma.org) or 800.537.7790.



On behalf of the SDRMA Board of Directors and our entire risk management team, we thank you for your continued participation in our programs.

Sincerely,  
Special District Risk Management Authority

A handwritten signature in blue ink that reads "Laura S. Gill". The signature is fluid and cursive.

Laura S. Gill, ARM, ARM-P, CSDM  
Chief Executive Officer



**Special District Risk Management Authority**  
**Workers' Compensation Program**  
Program Year 2022-23



**Experience Modification (EMOD) Calculation Form**

**Malaga County Water District**

3580 South Frank Street  
Fresno, California 93725

**Summary**

**PY 2022-23 EMOD - 71%**

**PY 2021-22 EMOD - 74%**

**Detail Calculations for Program Year 2022-23**

**Expected Losses**

Class Codes	2018-19 Payroll	2019-20 Payroll	2020-21 Payroll	Total Payroll	Expected Loss Rate	Total Expected Losses	Expected Primary Losses	Expected Excess Losses
7520	\$510,732	\$593,435	\$569,378	\$1,673,545	0.0117	\$19,580.47	\$5,737.07	\$13,843.40
8742-M	\$150,480	\$114,749	\$175,217	\$440,446	0.0014	\$616.62	\$164.64	\$451.98
8742-P	\$5	\$5	\$5	\$15	0.0014	\$2.10	\$0.57	\$1.53
8810	\$170,892	\$188,158	\$208,068	\$567,118	0.0011	\$623.82	\$189.02	\$434.80
9048	\$6,965	\$0	\$0	\$6,965	0.0140	\$97.51	\$32.67	\$64.84
9053	\$25,313	\$24,137	\$0	\$49,450	0.0076	\$375.82	\$122.52	\$253.30
9410	\$93,341	\$171,161	\$0	\$264,502	0.0052	\$1,375.41	\$521.29	\$854.12
9420	\$120,035	\$108,384	\$103,483	\$331,902	0.0331	\$10,985.96	\$2,977.20	\$8,008.76
	<b>\$1,077,763</b>	<b>\$1,200,029</b>	<b>\$1,056,151</b>	<b>\$3,333,943</b>		<b>\$33,657.71</b>	<b>\$9,744.98</b>	<b>\$23,912.73</b>

**Actual Losses valued as of 12/31/2021**

Year	Claims Count	Actual Incurred Losses	Actual Losses*	Actual Primary Losses	Actual Excess Losses
2018-19	1	\$398.67	\$148.67	\$148.67	\$0.00
2019-20	0	\$0.00	\$0.00	\$0.00	\$0.00
2020-21	0	\$0.00	\$0.00	\$0.00	\$0.00
		<b>Totals</b>	<b>\$148.67</b>	<b>\$148.67</b>	<b>\$0.00</b>

\* Actual Losses are capped at \$175,000 per claim for purposes of EMOD calculations.

EMOD Calculation - Based on Workers' Compensation Insurance Rating Bureau's (WCIRB) rating model.

<b>Total Adjusted Losses</b>				
Expected Excess Losses	Actual Primary Losses	Total Expected Losses	2022-23 EMOD	
( \$23,912.73	+ \$148.67	) \$33,657.71	=	<b>71%</b>

# Special District Risk Management Authority

## Workers' Compensation EMOD Claims Detail

Program Year 2022-23

### Malaga County Water District



Injury Date	Claim Number	Claim Status	Injury Category	Injury Type	Total Incurred	*Actual Losses
11/13/2018	SDWA-560011	C	Indemnity	- Struck/Injured By Fellow Worker, Pa	\$398.67	\$148.67
2018-19	No. of Claims	1			\$398.67	\$148.67
	No Claims			All claims under \$2,001	\$ .00	\$ .00
2019-20	No. of Claims	0			\$ .00	\$ .00
	No Claims			All claims under \$2,001	\$ .00	\$ .00
2020-21	No. of Claims	0			\$ .00	\$ .00
Total	No. of Claims	1			\$398.67	\$148.67

\* Actual Losses have the first \$250 excluded and are capped at \$175,000