



SPECIAL BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
ALTERNATE MEETING ROOM AT
3582 SOUTH WINERY AVE
FRESNO, CALIFORNIA 93725
Thursday, August 27, 2026 at 6:00PM

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

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

Join Zoom Meeting

<https://us06web.zoom.us/j/81949790767?pwd=KDOcX2DRz3pCTGEa0PAAtGVc4e4MbIX.1>

Meeting chat link

<https://us06web.zoom.us/jc/81949790767>

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

Meeting ID: 819 4979 0767 **Passcode:** 082726

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 24 hours in advance of the meeting.

4. Old Business:

- a. **Second Amendment, ARPA-SLFRF Agreement No. 22-172.** The County of Fresno revised the Second Amendment originally approved in the Regular Board Meeting of August 25, 2026. The District was granted an expenditure deadline extension from June 30, 2026 to September 30, 2026. This extension will allow the District to submit additional reimbursement requests to the County of Fresno for the Well 5A project. A Second Amendment was provided to accept the updated conditions of the extension.

Recommended action: To approve Second Amendment to the ARPA-SLFRF Agreement and authorize the General Manager to sign the agreement on behalf of the district.

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

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

6. Communications:

- a. Written Communications: *None for this meeting.*
b. Public Comment:

7. Closed Session:

8. 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 Special Board Meeting of the Board of Directors of August 27, 2026 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, at 5:00P.M. On 08/26/2026.

Norma Melendez

Norma Melendez, District Clerk

1 **CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS**

2 **AMENDMENT NO. 2 TO SUBRECIPIENT AGREEMENT**

3 This Amendment No. 2 to Subrecipient Agreement ("Amendment No. 2") is dated
4 _____ and is between Malaga County Water District, a special district in the County of
5 Fresno formed under Part 2 of Division 12 of the California Water Code, with a district office located at
6 3580 South Frank Street, Fresno CA 93725 ("Subrecipient"), and the County of Fresno ("County"), a
7 political subdivision of the State of California.

8 **Recitals**

9 A. On March 11, 2021, the President signed into law the American Rescue Plan Act of 2021
10 ("ARPA") which established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF")
11 Program.

12 B. The Final Rule for ARPA authorizes the County to expend SLFRF for certain eligible purposes,
13 including responding to the public health emergency or its negative economic impacts from the COVID-
14 19 pandemic, including necessary investment in water infrastructure that support impacted communities
15 and improves the community's resiliency to the effects of drought.

16 C. On May 3, 2022, the County and Subrecipient entered into County Agreement No. 22-172, to
17 assist the Subrecipient with funding the final engineering design, environmental review, Department of
18 Drinking Water permitting, construction and administration, construction review, operation and
19 maintenance manual, and project management for the construction of the new Well 5A, which is
20 necessary to maintain adequate and stable service levels, improve drinking water capacity, and provide
21 an alternative supply in case of emergency or drought in the Community of Malaga.

22 D. Subsequent to the approval of Agreement No. 22-172, the Subrecipient was awarded a separate
23 award under Agreement No. 22-339 for \$2,567,225, to assist the Subrecipient fund the final engineering
24 design, environmental review, Department of Drinking Water permitting, construction and administration,
25 construction review, operation and maintenance manual, and project management for the construction
26 of a new water storage tank at Well 5A, which was necessary to comply with storage requirements as
27 prescribed in California Waterworks Standards section 64554.

1 E. On April 23, 2024, the County and the Subrecipient entered into the First Amendment to
2 Agreement No. 22-172 ("Amendment No. 1"), which among several actions, reduced the scope of work
3 in Agreement No. 22-339 (Water Storage Tank Agreement) from planning, design, engineering, and
4 construction of a water storage tank at Well 5A to instead complete the engineering and design of the
5 Water Storage Tank Agreement, and reassigned \$2,479,561.33 in funding availability to help the
6 Subrecipient fund the construction of the underground water well at Well 5A awarded under Agreement
7 No. 22-172. Funding reallocated from Agreement 22-339 into Agreement 22-172 increased the
8 maximum compensation for the construction of the new Well 5A by \$2,479,561.33, to total
9 \$4,329,561.33.

10 F. Since the approval of Amendment No. 1, the Subrecipient represents that it has completed 98%
11 of the Well 5A project, with the remaining work primarily consisting of making the electrical connection,
12 testing and calibrating the electrical panel, controls and communication devices and testing and
13 permitting the back-up generator, all which are contingent on the availability of the electrical utility and
14 electrical sub-contractor which are beyond the control of the Subrecipient but are expected to be
15 completed by October 31, 2026.

16 G. To ensure the Subrecipient can expend, and maximize its use of all its allocated SLFRF in time
17 for the County to process invoices and issue reimbursement before the Treasury's deadline of
18 December 31, 2026, and in consideration for the County extending its June 30, 2026, invoicing deadline
19 to September 30, 2026, the parties enter into this Amendment No. 2.

20 The parties, therefore, agree as follows:

21 1. This Amendment No. 2 shall be retroactive to the Effective Date of the Agreement, May 3, 2022.

22 2. Section 1, subsection H, of the Agreement is deleted in its entirety and amended to read as
23 follows:

24 "Timeline. Subrecipient shall ensure that all invoiced work under the Program is complete and
25 supports the Subrecipient's effort to complete the awarded Program. Subrecipient shall submit all
26 requests for reimbursement, including all required supporting documentation for completed work and
27 expenditures, invoices, and receipts, to the County no later than 5 p.m. on September 30, 2026, (Final
28

Submission Deadline), so that SLFRF granted under this Agreement is fully expended (liquidated by the County), no later than December 31, 2026.”

3. Section 13 of the Agreement, GRANT FUNDING/COMPENSATION, is amended to add subsection D, as follows:

“Final Submission Deadline. Subrecipient shall submit all requests for reimbursement, including all required supporting documentation, invoices, and receipts, to the County no later than the Final Submission Deadline (September 30, 2026). If Subrecipient fails to do so, the Agreement shall be terminated without further obligation from the County, and any requests for reimbursement shall be deemed abandoned by Subrecipient and shall not be eligible for reimbursement under this Agreement. The County shall have no obligation to review, process, or pay any reimbursement requests received after the Final Submission Deadline.

Subrecipient explicitly acknowledges and agrees that completion of any remaining project work **beyond September 30, 2026**, and the payment of outstanding costs for any vendor, contractor, materials, or operational costs associated with such work after the Final Submission Deadline shall be the sole financial responsibility and legal liability of Subrecipient. Subrecipient agrees to defend, indemnify, and hold the County harmless from liability for any such costs **beyond the Final Submission Deadline.**”

4. When both parties have signed this Amendment No. 2, then the Agreement, Amendment No. 1, and this Amendment No. 2 together constitute the Agreement.

5. The Subrecipient represents and warrants to the County that:

- a. The Subrecipient is duly authorized and empowered to sign and perform its obligations under this Amendment No. 2.
- b. The individual signing this Amendment No. 2 on behalf of the Subrecipient is duly authorized to do so and his or her signature on this Amendment No. 2 legally binds the Subrecipient to the terms of this Amendment No. 2.
- c. As of signing this Amendment No. 2, neither Subrecipient, nor any of its contractors, employees, or suppliers, has or may assert any claim against the County for unpaid work, materials, or claims due to delay in performance of the Agreement, and Subrecipient

1 expressly waives any such claim and agrees to defend and indemnify the County for any
2 such claim.

3 6. The parties agree that this Amendment No. 2 may be executed by electronic signature as
4 provided in this section.

5 a. An "electronic signature" means any symbol or process intended by an individual signing this
6 Amendment No. 2 to represent their signature, including but not limited to (1) a digital
7 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
8 scanned and transmitted (for example by PDF document) version of an original handwritten
9 signature.

10 b. Each electronic signature affixed or attached to this Amendment No. 2 is deemed equivalent
11 to a valid original handwritten signature of the person signing this Amendment No. 2 for all
12 purposes, including but not limited to evidentiary proof in any administrative or judicial
13 proceeding, and (2) has the same force and effect as the valid original handwritten signature
14 of that person.

15 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
16 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title
17 2.5, beginning with section 1633.1).

18 d. Each party using a digital signature represents that it has undertaken and satisfied the
19 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),
20 and agrees that each other party may rely upon that representation.

21 e. This Amendment No. 2 is not conditioned upon the parties conducting the transactions under
22 it by electronic means and either party may sign this Amendment No. 2 with an original
23 handwritten signature.

24 7. This Amendment No. 2 may be signed in counterparts, each of which is an original, and all of
25 which together constitute this Amendment No. 2.

26 8. The Agreement as amended by Amendment No. 2 is ratified and continued. All provisions of the
27 Agreement not amended by this Amendment No. 2 remain in full force and effect. When both parties
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have signed this Amendment No. 2, the Agreement, Amendment No. 1, and this Amendment No. 2
together constitute the Agreement.

[SIGNATURE PAGE FOLLOWS]

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1 The parties are signing this Amendment No. 2 on the date stated in the introductory clause.

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3 Subrecipient

County of Fresno

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5 _____
Sonia Hall, General Manager
Malaga County Water District

Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

6
7 Mailing Address:
8 Malaga County Water District
3580 South Frank Street
9 Fresno, Ca 93725

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

10 By:

11 _____
Deputy

12 For accounting use only:
13 Org: 1033
Fund: 0026
14 Subclass: 91021
Account: 7845