



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Monday, February 24, 2020 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 11, 2020.
- b. Minutes of the Workshop held on February 13, 2020.

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

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

5. Old Business:

- a. **Electric Vehicle Grant.** Grant retrieval of new vehicle from Central Valley Air Board. Guidance from the Board is needed to change vehicles from \$20,000 golf carts to the provided list of valley air approved hybrid cars.

Recommended action: to assist in the selection from the provided list of Valley Air approved hybrid cars or to keep as is.

6. New Business:

- a. Introduction of Debbie Skelton of California Rural Water Association to discuss the upcoming SWPP analysis and invite a board member and industrial user to join the steering committee.

For discussion and potential action.

- b. **Town Hall Meeting.** The General Manager will conduct a town hall meeting inviting Rio Bravo to discuss with the community what they do.

For discussion and potential action.

- c. **CDBG 19451.** The District has been awarded \$250,000 in CDBG funds through Fresno County for the Malaga Fire Hydrant Improvements. An Agreement is required with the County to secure the funds. The District has pledged \$106,000 in matching funds.

Recommended action: To approve the Agreement with Fresno County and authorizing the General Manager to sign the Agreement and submit reimbursement requests to the County.

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

- d. **HR Consultant RFP.** The General Manager is requesting authorization to hire an HR consultant to be the District's official HR consultant to review the Districts policies to ensure compliance with all applicable laws. A Request for Proposals will be mailed and/or posted on the newspaper.

Recommended action: to authorize the General Manager to move forward with the posting of the Request for Proposals to hire an HR Consultant for the District.

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

- e. **Auditor/Treasurer RFP.** The General Manager is requesting authorization to send out Request for Proposals for the hiring of a certified accountant for the District to review the Districts accounting and auditing systems to ensure compliance with water code section 30582 and applicable accounting standards and regulations and prepare a report with any recommended maintenance or adjustments.

Recommended action: to authorize the General Manager to post Request for Proposal to hire a certified accountant for the District.

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

- f. **Bi-annual Water Supply Report.** The General Manager and staff have prepared the Districts bi-annual water supply report for presentation to the board.

Recommended action: to set a public hearing on the report for March 10, 2020 and authorize the General Manager to publish notice of the public hearing as required by water code section 31144.75.

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

- g. **Resolution No. 2-24-2020.** A Resolution to approve an agreement with Fishman-Larson-Callister for independent HR investigations.

Recommended action: to approve Resolution No. 2-24-2020 to approve agreement with Fishman-Larson-Callister for independent HR investigations.

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

7. Recreation Reports: None for this meeting.

8. Engineer Reports:

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

9. General Manager's Report:

- a. Update of the completion of bathrooms.
- b. CVRWQCB update on board meeting 2/20 for adoption of approval of discharge orders.
- c. 2020 Rural Communities Water Managers Leadership Institute.

10. President's Report:

11. Vice President's Report:

12. Director's Reports:

13. Legal Counsel Report:

14. Communications:

- a. Written Communications:
 - 1. **CSDA Opposing AB 2093.** Letter to sign opposing AB 2093 which would require many agencies to purchase additional servers to store massive amounts of data contained in the e-mails.
- b. Public Comment:

15. Closed Session:

- a. Personnel: Employee Evaluations; All Positions (Government Code Section 54957(b).)
- b. Potential litigation: Significant exposure to litigation; one case (Government Code Section 54956.9(d)(2).)
- c. Potential litigation: Significant exposure to litigation; one case (Government Code Section 54956.9(d)(2).)

16. Adjournment:

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

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of February 24, 2020 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 02/21/2020.

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 11, 2020 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: 6:01pm

- 2. Roll Call:** President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.
All present.
Also Present: Jennifer Ahl, Romana Campos, Norma Melendez and Moises Ortiz.

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

4. Old Business:

- a. **Truck Wash Update.** A discussion of what next steps will be taken.

Recommended action: for discussion and potential action.

None of the truck wash businesses have provided information needed to stay in compliance. An updated compliance order is under review. Final step to consider is injunction.

5. New Business:

- a. **Center Rental Food Service Handling.** A discussion regarding food handling of catering companies at the recreation center kitchen.

Recommended action: for discussion and potential action.

The board of directors directed the GM to develop a waiver of liability to cover all rentals that include the kitchen for food preparation.

- b. **Water Meter Rates Workshop.** Workshop will be conducted Thursday, February 13, 2020 at 4:30pm at the District Office to discuss the water meters and rates.

For information.

Workshop time has been changed to 5:00p.m.

- c. **Jolt Service.** Approval of a monthly subscription service with Jolt to provide management software service designed to make managing any business automated and effortlessly. The main features of the application includes a communication hub, task management, audits & inspections, employee scheduling, time & attendance, employee announcements and managerial reports. The monthly subscription fee of \$199.00 for an unlimited number of users and a launchpad fee/ implementation fee of \$199.00 bringing the initial grand total to \$398.00.

Recommended action: To approve monthly subscription service with Jolt for the use of the management application at \$398.00 and approving the General Manager to move forward with the monthly subscription fee of \$199.00.

Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and by a 5-0 vote to approve monthly subscription service with Jolt for the use of the management application.

6. **Recreation Reports:** To be submitted at the meeting.
Recreation Center Director, Romana Campos, reported on holding an emergency response training for her staff. She also reported that to recycle the 27 tires that are at the park would come to a cost of over \$400.00. A public comment was made that EOC provides tire and electronics recycling event, and they can host their event at the Malaga Park. Finally, there is a senior trip scheduled for February 27 to Table Mountain Casino.

Director Castaneda suggested that a new copier/printer be installed in the computer room at the recreation center for students that need to print school work after the District Office is closed.

7. Engineer Reports:

- a. District Engineer Report.
 - i. **Pretreatment Report.** Report due February 28, 2020.
- b. CDBG Engineer Report: None for this meeting.

8. General Manager's Report:

- a. Employee reviews to be conducted in March 2020.
- b. CDBG Hydrant Status.
Meeting regarding the fire hydrant project was held on February 7. Received feedback on what should be done at each fire hydrant site before the project begins. Priority will be given to the fire hydrants that are in the community.
- c. Townhall Meeting Update.
GM, Jennifer Ahl, updated the board on the town hall meeting that was held at the recreation center on January 30. There was a lot of input given by the members of the community, and the ballots are still in review.
- d. Public Works Report by Operations Manager, Moises Ortiz.
Operations Manager updated the board on the clean-up around the community with the maintenance department.
- e. NKGSA GSP Update.
- f. ACWA Update.

9. President's Report:

President Garabedian, Jr. plans to attend the community meeting hosted by the City of Fresno on February 12. Meeting will be held at the recreation center. The next meeting is scheduled for February 25. Due to the meeting coming into conflict with the District's regular board meeting, it was suggested that the regular board meeting be changed to Monday, February 24. The other Directors agreed.

John Brolsford requested a letter of support from MCWD for the construction of warehouses in the District. Letter stated that the construction of such warehouses will provide jobs for the community.

Finally, the President would like the General Manager to create a new policy to allow time-off in the case an employee suffers a miscarriage. He suggests a 2-week bereavement be given if such event were to happen to an employee or an employee's spouse/partner.

10. Vice President's Report:

Vice President Cerrillo would like to remind the Directors of the banquet that Hope Now For Youth is hosting February 27. Gave direction to the Recreation Center Director to invite 10 guests for the event.

11. Director's Reports:

Director Cerrillo, Jr. would like to thank the members of the recreation committee for volunteering at the Valentine's Dance.

Director Castaneda suggested that the phone lines be restored to the original way they were before the automated system was put into place.

12. Legal Counsel Report: None for this meeting.

13. Communications:

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

- 1. **Pascual Ortiz commented on the add-on item 5.d. He wanted to ask the board of directors if the District would still be able to sponsor his team for the use of the soccer field. The Vice President explained to him that there has been a meeting scheduled for February 14 at the recreation center to discuss the matter along with the other soccer league that is interested in renting the soccer field.**

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

- a. Minutes of the Regular Board Meeting of January 28, 2020.
- b. Accounts Payable and Financial Reports.

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

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

15. Closed Session: 7:50pm

- a. Personnel: Employee Evaluations; All Positions (Government Code Section 54957(b).)
- b. Conference with Real Property Negotiators Government Code Section 54956.8.
- c. Public Security Government Code Section 54957(a).
- d. Pending Litigation (Government Code Section 54596.9): Malaga County Water District v. CVRWQCB; Two Cases; Fifth District Court of Appeals Nos. F078776 and F078327

No reportable action.

16. Adjournment:

Motion by President Garabedian, Jr., Second by Vice President Cerrillo and by a 5-0 vote to adjourn the meeting at 8:44pm.

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing Minutes of the Regular Meeting of the Board of Directors of February 11, 2020 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 02/25/2020.

Norma Melendez

Norma Melendez, District Clerk

item 4.a.

February 10, 2020

**MALAGA COUNTY WATER DISTRICT
REGULAR BOARD MEETING OF
TUESDAY, FEBRUARY 11, 2020
MINUTES**

Re: Addition to the agenda of the Regular Board Meeting of February 11, 2020

The following item has been submitted for potential addition to the agenda of February 11, 2020.

Recommended action: to approve addition of item 5.d.

Motion by Vice President Cerrillo; Second by Director Castaneda and by a 5-0 vote to approve addition of item 5.d.

5. New Business

d. **Resolution 02-11-2020.** Adams Youth and Adult Soccer League has requested the rental of the Malaga Park soccer field for daily use. The contract includes conditions for maintenance, equipment, staffing, and condition of soccer fields.

Recommended action: to approve Resolution 02-11-2020 and allowing the General Manager to enter into contract with Adams Youth and Adult Soccer League for the use of the soccer field.

Mario Caballero spoke on behalf of the Adams Youth and Adult Soccer League. They wish to use the soccer field for practice and weekend games. Their initial cost is \$10.00 per player, and this fee is used to cover the end of season trophies. Any resident of Malaga would be able to join the soccer league free of charge.

Discussion was held. Item was tabled for the next board meeting pending scheduling arrangement. A meeting to discuss such matter has been scheduled for Friday, February 14 at the recreation center.



SPECIAL BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Thursday, February 13, 2020 at 5:00PM

item 4.b.

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.

- ❖ 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: 5:25pm

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

Not Present at Roll Call: Vice President Salvador Cerrillo.

Also Present: Jennifer Ahl, Laurie Cortez, Maria Lopez and Moises Ortiz

3. Certification: Certification was made that the Board Meeting Agenda was posted 24 hours in advance of the meeting.

4. New Business: None for this meeting.

5. Old Business:

- a. **Billing and Water Meter Workshop.** To discuss billing details and water meters.

Recommended action: for discussion and potential action.

Discussion was held and it will continue for the next board meeting of February 24, 2020.

6. Communications:

- a. Written Communications:
- b. Public Comment:

7. Closed Session: None for this meeting.

8. Adjournment:

Motion by Director Cerrillo, Jr., Second by Director Castaneda and by a 5-0 vote to adjourn the meeting at 6:35pm.

Certification of Posting





I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing minutes for the Special Board Meeting of the Board of Directors of February 13, 2020 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 02/25/2020.

Norma Melendez

Norma Melendez, District Clerk



The Public Benefit Grants team will review and update this list periodically to reflect the release of eligible new light- and medium-duty vehicles. Applicants may contact the team at (559) 230-5800 or grants@valleyair.org to inquire about specific vehicles not listed or other electric vehicle types such as transport/utility carts, scooters, electric bicycles, etc. On-road vehicles must be certified to SULEV emissions or better to be eligible.

Make – Model(s)	Model Year	Vehicle Type	
Hydrogen Fuel Cell – Hydrogen fueling infrastructure may not be available in certain areas.			
Honda – Clarity Fuel Cell	2018	Passenger Car	
Hyundai – Nexo, Nexo Blue	2019	Passenger Car	
Toyota - Mirai	2019 2018	Passenger Car	
Battery Electric Vehicle			
BMW - i3, i3s	2019 2018	Passenger Car	









Public Benefit Grants Program
New Alternative Fuel Vehicle Purchase
Component Light- and Medium-Duty
On-Road Eligible Vehicle List

BYD - e6	2018	Passenger Car	
Chevrolet – Bolt	2019 2018	Passenger Car	
Fiat - 500e	2019 2018	Passenger Car	
Ford - Focus Electric	2018	Passenger Car	
Honda – Clarity Electric	2019 2018	Passenger Car	
Hyundai – Ioniq Electric	2019 2018	Passenger Car	
Hyundai – Kona Electric	2019	Passenger Car	



Public Benefit Grants Program
New Alternative Fuel Vehicle Purchase
Component Light- and Medium-Duty
On-Road Eligible Vehicle List

Jaguar – I-Pace HSE, I-Pace S, I-Pace SE	2019	SUV	
Kia – Niro Electric	2019	Passenger Car	
Kia - Soul EV	2019 2018	Passenger Car	
Lightning Hybrids – LE50, LE100	2018	Medium- Duty	
Nissan - LEAF	2019 2018	Passenger Car	
smart – Fortwo Electric	2018	Passenger Car	
Tesla – Model 3	2019 2018	Passenger Car	



Public Benefit Grants Program
New Alternative Fuel Vehicle Purchase
Component Light- and Medium-Duty
On-Road Eligible Vehicle List

Tesla - Model X	2019 2018	Passenger Car	
Tesla - Model S	2019 2018	Passenger Car	
Volkswagen - E-Golf	2019 2018	Passenger Car	
Zennith - Extended Range Passenger Van, High Range Passenger Van, Minibus, Passenger Van, Cargo Van	2018	Medium- Duty	
Plug-in Hybrid Electric Vehicles			
Audi - A3 E-Tron	2018	Passenger Car	
BMW - i3s REX, i3s REX	2019 2018	Passenger Car	










Public Benefit Grants Program
New Alternative Fuel Vehicle Purchase
Component Light- and Medium-Duty
On-Road Eligible Vehicle List

BMW – 530E	2019 2018	Passenger Car	
Chevrolet – Volt* <small>*Must have Low-Emissions Package</small>	2019 2018	Passenger Car	
Chrysler – Pacifica Plug-In Hybrid	2019 2018	Passenger Car	
Ford - Fusion Energi	2019 2018	Passenger Car	
Honda – Clarity Plug-In	2019 2018	Passenger Car	
Hyundai – Ioniq Plug-In	2019 2018	Passenger Car	
Hyundai - Sonata Plug-In	2019 2018	Passenger Car	



Public Benefit Grants Program
New Alternative Fuel Vehicle Purchase
Component Light- and Medium-Duty
On-Road Eligible Vehicle List

Kia – Niro Plug-In	2019 2018	Passenger Car	
Kia – Optima Plug-In	2019 2018	Passenger Car	
Mercedes-Benz – C 350E	2018	Passenger Car	
Mercedes-Benz – GLC 350E	2019 2018	SUV	
Mitsubishi – Outlander Plug-In	2019 2018	SUV	
Subaru – Crosstrek Plug-In	2019	SUV	
Toyota - Prius Prime	2019 2018	Passenger Car	



Public Benefit Grants Program
New Alternative Fuel Vehicle Purchase
Component Light- and Medium-Duty
On-Road Eligible Vehicle List

Volvo – S90 T8	2019 2018	Passenger Car	
Volvo – XC60 T8, XC90 T8	2019 2018	SUV	
Neighborhood Electric Vehicles			
Cenntro – Metro	2018	NEV	
Club Car - Carryall 510 LSV, Carryall 710 LSV, Villager 2 LSV, Villager 2+2 LSV	2019 2018	NEV	
Columbia/Tomberlin – E-Merge: E2-LE, E2-SE, E2-SS, E4-LE, E4-SS; Eagle: P5-CC, P5-MS; Evolve; Journeyman	2020 2019 2018	NEV	
Columbia - NEV2, SM2, SMT2, SM4, SMT4, SUV-LN, SUV-SN	2019 2018	NEV	



Public Benefit Grants Program
New Alternative Fuel Vehicle Purchase
Component Light- and Medium-Duty
On-Road Eligible Vehicle List

Columbia - MV1-LN, MV1-SN, SU5-LN, SU5-SN	2019 2018	NEV	
Cushman - LSV 800	2019 2018	NEV	
EZGO - 2FIVE-LSV	2019 2018	NEV	
GEM - E2, E4, E6, EL-XD, EM1400 LSV	2019 2018	NEV	
HDK Electric Vehicle - EV 3022GA	2018	NEV	Image not available
Moke – Eموke	2018	NEV	
Star EV – Classic: 48-2, 48-2+2, 48-4, 48-4+2, 48-6, 48-6+2; Sport: 2+2, 4+2; 48-2H, 48-4H, 48-2-HCX, 48L-2H, 48L-4H, 48L-2-HCX; Sirius (2019 model year only): 2+2, 2, 4+2, 4	2019 2018	NEV	



Public Benefit Grants Program
New Alternative Fuel Vehicle Purchase
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On-Road Eligible Vehicle List

Tropos Motors – Able	2019	NEV	
Vantage – EV2XC, EV2XS, EV7C, EV7X, EVX1000, LI2XC, LI2XP, LI2XS, LIV7C, LIV7P, LIV7X, LIX1000	2018	NEV	
Zero-Emission Motorcycles			
Alta Motors – Redshift EX, Redshift EXR	2018	Motorcycle	
Energica – Ego, Eva	2018	Motorcycle	
Zero - S, SR, DS, FX	2019 2018	Motorcycle	

Certified Clean Compressed Natural Gas* (CNG) Vehicles and Fuel Conversions

Currently there are no vehicles eligible in this category.

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made this 24 day of February, 2020 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("County"), and the MALAGA COUNTY WATER DISTRICT, ("District").

WITNESSETH

WHEREAS, the County has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant ("CDBG") Program activities of the County, and its participating cities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, CDBG funding has been made available to the County for housing and community development activities; and

WHEREAS, the District has submitted the Malaga Fire Hydrant Improvements, Project No. 19451 ("Project"), for CDBG funding; and

WHEREAS, the District has estimated that the total cost of the Project is \$356,000, and the District has committed local funds to the Project in the amount of \$106,000, and has requested the sum of \$250,000 from the County's allocation of CDBG funds to complete the Project; and

WHEREAS, the County Board of Supervisors, at a public hearing conducted on June 4, 2019, approved the Project as a project on the back-up list should funding become available; and

WHEREAS, there are now sufficient CDBG funds available to fund the next project on the back-up list, which is this Project; and

WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated Plan, including the annual Action Plan.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the District and County agree as follows:

I. PROJECT DESCRIPTION, LOCATION AND BUDGET

A. The Project consists of the repair or replacement of broken, missing, or obsolete fire hydrants at various locations throughout the District's boundary. Water valves will be

replaced where existing valves are inoperable. Existing pavement, sidewalk, and other improvements may be modified or replaced to accommodate construction. The improvements will improve fire protection service for all residents of the District.

B. The Project Site locations are owned by the District or are in public rights-of-way.

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

1. Obtain all necessary permits.

2. Perform all necessary design engineering, including, but not limited to, surveying, testing, preparation of plans, specifications, and cost estimates, bid documents, and a cost or price analysis, review of bids, and recommendation for award.

3. Prepare and advertise Project bid notices and award construction contracts including, but not limited to, the printing of bid documents, publishing of notices, and preparation of bid summary.

4. Perform all construction engineering including, but not limited to, shop drawing review and approval, contract change order preparation, surveying, staking, inspection, soil testing, materials testing, preparation of "as-built" drawings, labor compliance, and contract administration.

5. Provide related eligible improvements.

D. The Project budget is estimated by the District as follows:

Construction	\$268,000
Design & Construction Engineering	52,000
Contingency, Permits & Misc.	<u>36,000</u>
Total	\$356,000

E. Notwithstanding District's estimates described in the above-described Project budget, payments for the Project from CDBG funds shall be limited to the District's actual costs, and shall not exceed the total amount of \$250,000.

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

1	CDBG	\$250,000
2	Local Financial Contribution	<u>106,000</u>
	Total	\$356,000

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

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

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

14 II. OBLIGATIONS OF THE COUNTY

15 A. The County shall reimburse the District up to, but not more than, \$250,000
16 in CDBG funds for the Project for the District’s performance of its obligations under this Agreement.
17 All funds shall be paid in accordance with Section V of this Agreement.

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

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

1 shall specify in a letter to the District that these conditions have been met and that the Project can
2 be advertised.

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

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

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

20 III. OBLIGATIONS OF THE DISTRICT

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

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

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

3 D. In selecting an engineer to perform any engineering work required for the
4 Project, the District shall go through a competitive process in accordance with Section 4.10 of the
5 Ordinance Code of Fresno County, and HUD procurement standards. Prior to selection of the
6 engineer, the District shall prepare a written description of the process, perform a cost or price
7 analysis, and submit the process description and summary of the analysis to the County
8 Community Development Division for review. The District shall obtain a letter from the County
9 specifying that the conditions of this Section have been met.

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

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

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

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

26 I. Within seven (7) calendar days following the bid opening, the District shall
27 furnish the Community Development Division with the name of the low bidder and cost or price
28 analysis of the low bid proposal prepared by the District, so that the County can verify with the

1 Labor Relations and Equal Opportunity Division of the HUD Area Office that the low bidder has not
2 been debarred or suspended from participating in Federal projects, and that the contractor will be
3 reasonably compensated in accordance with Federal requirements. The District shall obtain a
4 letter from the County specifying these conditions have been met and that the District is approved
5 to award the Project for construction.

6 J. The District shall conduct a pre-construction meeting with the contractor,
7 and shall notify the County Community Development Division at least ten (10) calendar days prior
8 to the meeting so a representative of the County can attend to discuss CDBG labor compliance
9 requirements for the Project.

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

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

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

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

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

1 O. The District shall comply with the mitigation measures, conditions and notes
2 identified in Environmental Assessment No. 7753 (the "Assessment"). A copy of the Assessment
3 will be provided to the District.

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

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

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

- 22 1. Total number of households/persons assisted.
- 23 2. Number of total households/persons assisted that:
 - 24 a. Now have new access to this type of public facility or
25 infrastructure improvement.
 - 26 b. Now have improved access to this type of public facility or
27 infrastructure improvement.
- 28

1 c. Now are served by public facility or infrastructure that is no
2 longer substandard.

3 S. The District shall be responsible for maintenance of the Project after
4 construction is completed, and shall perform such maintenance from non-CDBG resources.

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

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

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

1 CDBG regulations.

2 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

3 A. The District shall, and shall cause its consultants, contractors, and
4 subcontractors to, comply with all applicable State and Federal laws and regulations governing the
5 Project.

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

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

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

22 V. PAYMENT FOR THE PROJECT

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

1 construction contract documents and this Agreement. The request for payment shall also be
2 accompanied by documentation acceptable to the County, such as checks, invoices or vouchers
3 for services or materials purchased, contractor's costs, or other costs chargeable to the Project.
4 The first construction progress payment request shall also be accompanied by documentation
5 demonstrating that all construction-related required permits have been issued by the County. After
6 appropriate review and inspection, the County shall make payment from CDBG funds provided in
7 this Agreement for all eligible costs specified herein up to the maximum amount payable under
8 Section I.

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

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

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

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

22 F. Upon the completion of the Project, the District shall submit to the
23 County Community Development Division a written request for final payment of costs, which
24 shall provide a detailed description of the Project pay items and costs. The final pay request
25 shall be in accordance with Exhibit 2. The County shall not be obligated to make any payments
26 under this Agreement if the request for payment is submitted by the District more than sixty
27 (60) days after the Notice of Completion has been filed with the County Recorder's Office. An
28

1 extension to the sixty (60) day period may be granted by the Director prior to the deadline if the
2 District can demonstrate just cause for the delay.

3 G. The County may withhold payment of the final payment request made by
4 the District until a final POM, recorded NOC, written summary of all Project work completed with
5 CDBG and other funds, and evidence of compliance with the Section 3 clause, as specified in
6 Sections III-Q and IV-C, have been submitted to the County.

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

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

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

21 J. The District, as a subrecipient of Federal financial assistance, is required to
22 comply with the provisions of the Single Audit Act of 1984 (31 U.S.C. Sections 7501 et seq.), as
23 amended. Whenever the District receives CDBG funds from the County for the Project, a copy of
24 any audit performed by the District in accordance with said Act shall be forwarded to the County
25 Community Development Grants Program Manager within nine (9) months of the end of any
26 District fiscal year in which funds were expended and/or received for the Project. Failure to perform
27 the requisite audit functions as required by this paragraph may result in the County performing any
28 necessary audit tasks or, at the County's option, the County contracting with a public accountant

1 to perform the audit. All audit costs related to the District's failure to perform the requisite audit are
2 the sole responsibility of the District, and such audit work costs incurred by the County shall be
3 billed to the District, as determined by County's Auditor-Controller/Treasurer-Tax Collector. In the
4 event the District is only required to perform an audit under the provisions of the Act because the
5 District is receiving CDBG funds, the County may perform, or cause to be performed, the required
6 audit to determine whether funds provided through this Agreement have been expended in
7 accordance with applicable laws and regulations. Any audit-related costs incurred by the County
8 under this provision shall be charged to the County CDBG Program. The District agrees to take
9 prompt and appropriate corrective action on any instance of material non-compliance with
10 applicable laws and regulations.

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

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

16 VI. INDEMNIFICATION

17 The District shall indemnify, defend, and save harmless the County, its officers,
18 agents, and employees from and against any and all damages, claims, and losses whatsoever
19 (including attorney's fees and costs) occurring or resulting to persons, firms, or corporations
20 furnishing or supplying work, services, materials, or supplies in connection with the performance
21 of this Agreement, and from any and all damages, claims, and losses (including attorney's fees
22 and costs) occurring or resulting to any person, firm, or corporation for damage, injury, or death
23 arising out of or connected with the District's performance of, or failure to perform, its obligations
24 under this Agreement. The provisions of this Section VI shall survive the termination of this
25 Agreement.

26 VII. TIME OF PERFORMANCE

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

1. Complete Consultant Engineer Selection process – April 30, 2020.
2. Complete Design Engineering and Submit to the County for Review – August 3, 2020.
3. Complete County Review and Approval of Plans – December 7, 2020.
4. Begin Advertising for Bids – December 21, 2020.
5. Award Construction Contract – March 9, 2021.

B. The Project shall be completed, and Notice of Completion shall be filed with the Fresno County Recorder's Office, no later than August 24, 2021.

C. The final POM Report, written summary of all work completed, documentation demonstrating compliance with the Section 3 clause, and request for final payment shall be submitted to the County no later than October 24, 2021.

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

E. Time is of the essence in the District's performance of this Agreement.

VIII. BREACH OF AGREEMENT

In the event the District fails to comply with any of the terms of this Agreement, the County may, at its option, deem the District's failure a material breach of this Agreement, and utilize any remedies permitted by law, that the County deems appropriate. Should the County deem a breach of this Agreement material, the County shall immediately be relieved of its obligations to make further payment as provided herein. Termination of this Agreement due to breach shall not, in any way whatsoever, limit the rights of the County in seeking any other legal relief in a court of law or equity, including the recovery of damages. In addition to the Agreement being terminated by the County in accordance with a material breach of this Agreement by the City, this Agreement

1 may also be terminated for convenience by the County in accordance with state and federal law.

2 IX. TERMINATION OF PROJECT

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

8 B. If the District's request to cancel the Project covered by this Agreement is
9 approved by the Director, the District shall promptly return to the County all CDBG funds paid
10 pursuant to this Agreement.

11 X. VENUE; GOVERNING LAW

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

16 XI. ENTIRE AGREEMENT

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

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

MALAGA COUNTY WATER DISTRICT

COUNTY OF FRESNO

By: _____
President/Superintendent/
Chairman/Manager

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the
County of Fresno

Date: _____

Date: _____

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

By: _____
Deputy

FUND NO: 0001
SUBCLASS NO: 10000
ORG NO: 7205
ACCOUNT NO: 7885
PROJECT NO: N19451
ACTIVITY CODE: 7219

REMIT TO:

Malaga County Water District
Attention: Jennifer Ahl, District Manager
3580 S. Frank Street
Fresno, CA 93725
Telephone: (559) 485-7353

SW:JA:____
G:\7205ComDev\~Agendas-Agreements\2020\0414_MalagaFireHydrantImpsCDBG19451_AGT.docx
February 12, 2020

Exhibit 1
County of Fresno
Project Outcome Measurement Report

Project #: _____ Project Name: _____

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

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

(Note: The numbers of persons entered in a, b, and c, above, must add up to the total number of persons entered in question 3.)

3. Total number of persons assisted: _____
4. Please describe the accomplishments made on this project in the past year (i.e. construction progress). If the project is complete, please describe the overall accomplishments made on the project.

Form Completed By: _____

Exhibit 2

Project Pay Request

Date

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

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

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

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

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

Sincerely,

<District Manager>
<District Name>

Enclosure(s)

Billing

We will render periodic statements to you, usually on a monthly basis, indicating the current status of your account. Your account will be payable when billed. A late payment charge of one and one-half percent (1½%) per month from the billing date will be assessed on all amounts 30 days or more past due. You may request a statement from us at intervals of no less than 30 days. Our statements will include the amount, rate, and method of determination of the fees and costs, which costs will be identified by item and amount.

Cooperation of Client

You agree to be truthful with us, to cooperate, to keep us informed of any information or developments in your case which may come to your attention, to abide by this Agreement, to pay our bills on time and to keep this office advised of any change of address, telephone number and/or other similar changes which may prevent us from contacting you.

Withdrawal of Attorney

This office may withdraw from the representation with regard to the matter covered by this Agreement within a reasonable time after giving you notice of such withdrawal. There is no reason to assume this would happen, but we do reserve such rights in situations where attorneys' fees are not timely paid or if you have misrepresented or failed to disclose facts material to your case. Notwithstanding our withdrawal, you will remain obligated to pay us at the agreed rates for all services provided, and to reimburse us for all costs advanced, before the withdrawal.

Discharge of Attorney

You may discharge us at any time by written notice effective when received by us. Unless specifically agreed between you and this firm, we will provide no further services and advance no further costs on your behalf after receipt of the notice. If we are your attorneys of record in any court proceeding, you agree to execute and return a substitution-of-attorney form immediately on its receipt from us. Notwithstanding the discharge, you will remain obligated to pay us at the agreed rates for all services provided and to reimburse us for all costs advanced.

Fee Disputes

If fees charged are for any reason not clear, you are encouraged to inquire at any time, at no charge, for a clarification. If we mutually determine that a fee has been improperly charged in a particular instance, we will, of course, correct the error. While we do not charge fees unless we believe they are reasonable, we do want to hear from you if you ever consider a fee unreasonable. We hope that we will always be able to resolve any differences of opinion. If we cannot, however, you have the right to arbitrate any fee dispute through the local Bar's Fees Arbitration Procedures.

No Warranty of Results

In regard to legal matters involving disputes or litigation, Fishman, Larsen & Callister cannot predict or guarantee the consequences of the case. We will, however, always endeavor to render to you faithful and diligent service. We will provide you with our analysis of the legal risks

Malaga County Water District
c/o Jennifer Ahl
February 14, 2020
Page 3 of 4

and benefits of the various options that may arise. Ultimately, however, you will need to make choices and assume the risks inherent in those actions.

Destruction of File

It is not our policy once a case is completed to retain your file indefinitely, but to destroy the file two (2) years after your case is completed; we may destroy it sooner after the case is completed if the matter, in our opinion, does not require the file papers to be retained for that length of time. By signing below, you consent to this file destruction procedure. If, at any time, you want to pick up your file to keep it yourself, please let us know and we will give it to you.

Notwithstanding the foregoing, it is our policy not to destroy certain types of files. For example, we do not destroy original estate planning documents until the estate is probated or the trust is terminated.

Entire Agreement; Modification; Severability

This Agreement contains the entire agreement between us. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on either of us. This Agreement may be modified by subsequent agreement only by an instrument in writing signed by both parties. If any portion of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

Effective Date

This Agreement will govern all legal services performed by us on your behalf, commencing with the date we first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, you will be obligated to pay us the reasonable value of any services we may have performed for you.

Response

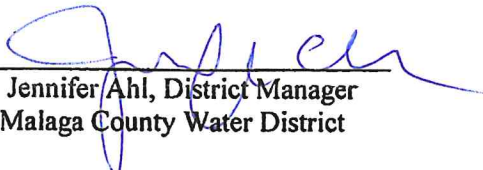
If the foregoing meets with your approval, please sign and date where indicated below and return this Agreement to us in the postage-prepaid envelope provided. We will then also sign the Agreement and mail you a fully executed copy.

[consent page follows]

Malaga County Water District
c/o Jennifer Ahl
February 14, 2020
Page 4 of 4

CONSENT

I have read, understood, and consent to the terms and conditions of representation as set forth in the Agreement above as of the date FISHMAN, LARSEN & CALLISTER first provided services.

Date: 2/18/2020 By: 
Jennifer Ahl, District Manager
Malaga County Water District

ACKNOWLEDGED AND AGREED:

Date: _____ By: _____
Doug M. Larsen
FISHMAN, LARSEN & CALLISTER

item 6.g.

RESOLUTION NO. 2-24-2020

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT APPROVING AN AGREEMENT FOR INDEPENDENT HR INVESTIGATIONS

WHEREAS, the District desires to have available an Independent Human Resources Investigator to conduct investigations as necessary and/or required by law; and

WHEREAS, Fishman-Larson-Callister have the necessary skill, training and experience to perform independent workplace investigations and District desires to engage Fishman-Larson-Callister to perform such investigations, as needed pursuant to the Agreement attached hereto and incorporated herein by this reference as Attachment "A".

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

1. That the foregoing recitals are true and correct and are incorporated by this reference as fully set forth at this point.
2. That the Board of Directors hereby approves of the Agreement attached hereto and incorporated herein by this reference as Attachment "A" and authorizes the President of the Board of Directors to execute said Agreement.
3. The Board of Directors hereby authorizes the General Manager, District General Counsel, or other person designated by the Board of Directors to initiate a workplace investigation pursuant to Attachment "A".

* * * * *

Passed and adopted by the Board of Directors of the Malaga County Water District at their meeting held on this 24th day of February 2020, by the following vote:

AYES:

NOES:

ABSENT:

Charles Garabedian, President of the
Malaga County Water District

ATTEST:

Jennifer Ahl, Secretary to the Board
of Directors of the Malaga County Water District

BE PART OF THE 2020 RURAL COMMUNITIES WATER MANAGERS LEADERSHIP INSTITUTE



The Rural Communities Water Managers Leadership Institute offers a one-of-a-kind capacity building program specifically for residents and leaders from disadvantaged communities to gain the skills and knowledge to better participate in regional water management programs.

Self-Help Enterprises is bringing you two opportunities to participate in the six-month Leadership Institute in 2020!

VISALIA COHORT:

March 21, April 18, May 16, June 20, July 18, and August 15

MADERA COHORT:

June 13, July 11, August 8, September 12, October 10 and November 14

COMMUNITY WATER BOARD MEMBERS, STAFF, RESIDENTS, AND OTHER WATER LEADERS ARE ENCOURAGED TO APPLY!

STIPENDS* UP TO \$600 PROVIDED TO ALL GRADUATES!

If you are interested in participating in the 2020 Leadership Institute, please apply today at <http://bit.ly/2020RCWMLI> or complete and return the attached application. You may also contact Eva Dominguez at EvaD@SelfHelpEnterprises.org or (559) 802-1634 or Angela Islas at AngelaI@SelfHelpEnterprises.org or (559) 802-1613 to sign up or for more information.

** Participation stipends are provided to cover costs incurred while participating in the Institute and will be dispersed at the end of the program. If you require financial assistance to cover costs during the Institute, please contact Eva Dominguez after applying.*

2020 RURAL COMMUNITIES WATER MANAGERS LEADERSHIP INSTITUTE

Why should community residents and leaders sign up for the Leadership Institute?
Hear from our 2019 Leadership Institute graduates:

- “As community leaders we are charged with serving our communities as best we can. The Leadership Institute provides us with training and resources to help us do a better job of serving as well as understanding rules and regulations we must comply with.” - Jim Maciel, Armona
- “So they can benefit from looking at the big picture regarding water management and the different consumers.” - Jesus “Tutuy” Montes, Visalia
- “[Self-Help Enterprises has] shared great information and tools that can make communities successful and empower residents to take an active, positive role.” - Melinda Barrett, Oakhurst/Mariposa



During the six-month program, participants will:

- Foster relationships through a supportive cohort of water leaders in the Central Valley.
- Gain valuable information about water management and planning programs and agencies in California.
- Develop tools and gain resources, including a professional bio and communication materials, to enhance your participation and better represent your community.
- Participate in a water tour to learn how different water users leverage their resources and work with others to reach sustainability.
- Partner with engineers to identify projects and work on enhancing project development.
- Practice skills needed to effectively participate in regional/State water management and planning programs.



This Leadership Institute is offered for free to interested participants. Funding for the Institute is provided by Water Foundation, NeighborWorks America, and the United States Department of Agriculture Rural Development.

item 14.a.1

From: [Cole Karr](#)
To: [Jennifer Ahl](#); [Norma Melendez](#)
Subject: Call to Action: OPPOSE (Another) Two-Year Email Retention Bill
Date: Thursday, February 13, 2020 11:42:26 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[AB 2093 \(Gloria\) Author SAMPLE LETTER - Oppose.doc](#)
[Malaga County Water District AB 1184 \(Gloria\) Veto Request.pdf](#)
Importance: High

Good morning, Jennifer and Norma.

I hope all is well! Last year, CSDA asked members to send veto requests to the governor on legislation to require two-year email retention, regardless of whether the email was of true significance. Together, we were successful in securing that bill (AB 1184)'s veto. Unfortunately, Assemblyman Gloria has reincarnated the bill and has introduced AB 2093, which is the same as AB 1184. Full information is below.

The impact of AB 2093 will require many agencies to purchase additional servers to store the massive amounts of data contained in the emails. Additionally, many agencies will likely need to hire additional staff to respond to CPRA requests in order to review and filter through all the additional emails agencies are maintaining. AB 2093 will also likely result in lengthened response times to CPRA requests. It does little-to-nothing to boost transparency.

Last year, the Malaga County Water District sent a veto request letter (see attached). Would you and the district be interested to send in a letter in opposition to AB 2093? A sample letter is attached. Should you move to oppose, please send a copy of the letter to me and/or advocacy@csla.net. We be sure it is uploaded to the Capitol's portal for position letters.

Please let me know if you have any questions or concerns.

Thank you,
-Cole

More Info:

[Assembly Bill 2093 \(Gloria\)](#) will require all public agencies, including special districts, to retain all emails related to the public's business for two years. The practical effect of this is that every public agency will need to keep all emails, sent and received, including out-of-office and spam emails for two years. The bill states that this is to be done in furtherance of the California Public Records Act (CPRA) to ensure that the State will not need to reimburse public agencies for any additional costs associated with this new mandate. AB 2093 is identical to a bill from last year, AB 1184 (Gloria, 2019), which was opposed by CSDA and vetoed by Governor Newsom. The Governor's veto Message stated:

"I am returning Assembly Bill 1184 without my signature. This bill would require state and local public agencies to retain every public record transmitted by e-mail for at least two years. This bill does not strike the

appropriate balance between the benefits of greater transparency through the public's access to public records, and the burdens of a dramatic increase in records-retention requirements, including associated personnel and data-management costs to taxpayer. Therefore, I am unable to sign this bill.”

The impact of AB 2093 will require many agencies to purchase additional servers to store the massive amounts of data contained in the emails. Additionally, many agencies will likely need to hire additional staff to respond to CPRA requests in order to review and filter through all the additional emails agencies are maintaining. AB 2093 will also likely result in lengthened response times to CPRA requests.

While we all support transparency, this bill does not create greater transparency, it is simply a data retention bill. AB 2093 makes no changes to what agencies are required to disclose or what is exempt from disclosure under the CPRA. Draft documents and internal memos remain exempt from disclosure should an agency wish to exercise that exemption.

This bill will have negative impacts on all public agencies that aren't currently retaining all of their emails for two years.

Cole Karr

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item 14.a.1

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February 24, 2020

The Honorable Todd Gloria
California State Assembly
State Capitol
Sacramento, CA 95814

RE: Assembly Bill 2093 (Gloria) – Oppose [As Introduced]

Dear Assembly Member Gloria:

The Malaga County Water District is respectfully opposed to your Assembly Bill 2093, which will require all public agencies to maintain all transmitted emails related to agency business for at least two years. Malaga County Water District is a small, disadvantaged community surrounded by commerce and industry. MCWD provides all the water and sewer service for the residents and businesses.

To be clear, this is not a transparency bill, it is a data storage bill. The public will have no greater access to public records under AB 2093, nor will they have less. This bill creates no new disclosures or exemptions of records. This bill only mandates that public agencies retain all emails related to agency business for two years and avoids the constitutionally-required mandate subvention process declaring that the provisions of the bill are in furtherance of the California Public Records Act (CPRA).

While this measure is intended to improve public access to government records, in practice it will merely increase the burdens for both public agencies and CPRA requesters. The vast majority of emails consist of auto-replies, spam, and insignificant routine communications of minimal public interest. As the bulk of these emails increases, the burden to search through them and locate responsive records in the event of a CPRA request rises accordingly. Under the CPRA, the requester may be required to bear the cost of this data extraction - and indiscriminately mandating that emails be retained will thus make CPRA requests more expensive, perversely impeding public access. Moreover, for those costs that cannot be passed on to the requester, the public agency has no source for reimbursement, and must divert funds from other public programs. Compelling public agencies to retain masses of routine emails - which neither the sender nor recipient otherwise thought important enough to save - imposes

significant burdens on all concerned for minimal public benefit. This point is corroborated by the Department of Finance's analysis of AB 1184 (Gloria, 2019), a bill that is completely identical to AB 2093 that was vetoed by Governor Newsom. In their analysis of AB 1184, the Department of Finance wrote that "[t]he retention of non-pertinent e-mails and the need to search through those e-mails, particularly for less specific CPRA requests, increases the amount of time needed to complete CPRA requests. This makes compliance with the CPRA more difficult in these instances and *produces worse outcomes for persons and entities submitting those requests* [emphases added]."

To further underscore this point, the Governor's veto message of AB 1184 read "[t]his bill does not strike the appropriate balance between the benefits of greater transparency through the public's access to public records, and the burdens of a dramatic increase in records-retention requirements, including associated personnel and data-management costs to taxpayer."

AB 2093 will add millions of dollars in costs annually to the state and local agencies, including school districts. Public agencies will be forced to pay for additional data storage space as well as hire additional staff to sort through the millions of emails that are exempt from disclosure under the CPRA but mandated to be retained under AB 2093 in order to respond to public records act requests. Without the ability to be reimbursed for this costly unfunded mandate, public agencies will be forced to either raise fees and taxes or cut services to the communities they serve.

It is for these reasons that the Malaga County Water District must respectfully oppose AB 2093 (Gloria). Should you have any questions about our position, please feel free to contact us.

Sincerely,

Charles E. Garabedian, Jr.
President

Salvador Cerrillo
Vice President

Irma Castaneda
Director

Frank Cerrillo, Jr.
Director

Carlos Tovar, Jr.
Director

CC: Rachel Mason, Legislative Assistant, Office of Assembly Member Todd Gloria
[Rachel.mason@asm.ca.gov]

Dillon Gibbons, Senior Legislative Representative, California Special Districts
Association [advocacy@cdda.net]