



**REGULAR BOARD MEETING AGENDA**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK STREET**  
**FRESNO, CALIFORNIA 93725**  
**Tuesday, January 25, 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 January 13, 2022.

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

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

**5. Old Business:**

a. **FY 2021-22 Mid-Year Budget Review.**

For review and discussion.

b. **Residential Outstanding Balances.** A review of the outstanding balances for residential accounts.

For review and discussion.

c. **Rental Agreements.** A review of rental agreements of park facilities.

For review and discussion.

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

**7. Incorporation Reports:**

**8. Recreation Reports:**

**9. Engineer Reports:**

a. District Engineer Report. None for this meeting.

b. CDBG Engineer Report: none for this meeting.

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

a. Refinance outstanding long-term debt. Information only.

**11. President's Report:**

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

**13. Director's Reports:**

**14. Legal Counsel Report:**

**15. Communications:**

a. Written Communications:

1.

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.

b. Pending Litigation (Gov't Code Section 54956.9) Malaga v CVRWCQB Fresno County Case No 16CECG03036.

**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 January 25, 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 01/20/2022.

**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**  
**Thursday, January 13, 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.

**MEETING WILL BE HELD AT THE ARRIAGA COMMUNITY CENTER 3582 S. WINERY AVE. TO MAINTAIN SOCIAL DISTANCING.**

- ❖ 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: 6:00pm**

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

**Due to unforeseen circumstances, the meeting was moved to a conference call meeting. Board members were called-on individually. All board members present.**

**Also present: Neal Costanzo, 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. **Rec. AC Unit Repair.** The district received three quotes. The first quote is from Lee's Air for \$17,777.11 with a warranty of one-year parts and labor on all components replaced by Lee's and a limited manufacturer compressor warranty of 5 years for parts only. The second quote is from Donald P. Dick Air Conditioning for \$21,035.00 and a one year of work and materials guaranteed against defect from the date of installation. The last quote was received from New England Sheet Metal for \$17,766.00.

Recommended action: Due to the urgency of the matter, the General Manger selected Lee's Air. For review and discussion.

**Discussion was held. Nothing to report.**

- b. **Form 700.** Board members to file before April 1, 2022. An e-mail notice from the County of Fresno will be sent to each board member with instructions.

For information. **Nothing to report.**

- c. **Grant.** The California Water and Wastewater Arrearages Payment Program granted the district \$51,732.37 to credit any residential account with an outstanding balance. A letter will be sent to the residential water customer in the next billing cycle.

For information and discussion.

**Notices of grant payment will be mailed with the next billing cycle to those accounts with outstanding balances. A notice stating that discontinuation of water services will resume for all outstanding will also be mailed out in the next billing cycle.**

***The following supplement to the agenda of the regular meeting of the Board of Directors on January 13, 2022 is submitted for consideration due to time limit of the matter:***

Recommended action: To include the additional item (4.d.) to the agenda.

**Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and by a 5-0 vote to add additional item 4.d. to the agenda. Ayes- Cerrillo, Tovar, Jr., Castaneda, Cerrillo, Jr., Garabedian, Jr.**

- d. **Sitelogiq.** A discussion about solar services for the district.

Recommended action: For discussion and potential action.

**Discussion was held. President Garabedian, Jr. suggested to meet with Sitelogiq representatives to discuss solar options for the district. Meeting scheduled for Friday, January 14.**

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

**6. Incorporation Reports: None for this meeting.**

**7. Recreation Reports:**

**Vice President Cerrillo: The Christmas program of December 18 went very well.**

**Director Castaneda: Recreation bingo was held on January 5. Pozole was sold and there was a good turnout.**

**8. Engineer Reports:**

- a. District Engineer Report. **None for this meeting.**

- b. CDBG Engineer Report:

- i. **Bid opening for CDBG Project No. 19451.** Six bids were submitted. The CDBG engineer will review all bids.

**Bids came in higher than engineer estimated. The General Manager has a meeting with Yamabe and Horn to discuss suggestions to relief funding gap.**

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

- a. WWTF: DAF Unit

- b. ARPA funding: Potential Projects
- c. Prop 68 Update
- d. Red Caboose update
- e. Change in Job classifications
- f. Lift station (Brunos) update
- g. Review long term vendor contracts

**10. President's Report: Enjoyed his time over the holidays. Nothing to report but wishes a Happy New Year to everyone.**

**11. Vice President's Report: Believes this will be a challenging year but knows this year Malaga will become a city. Happy New Year to everyone.**

**12. Director's Reports:**

**Director Cerrillo, Jr. wishes everyone a Happy New Year and looks forward to working alongside the district staff. Let's make Malaga the best town in the state!**

**13. Legal Counsel Report: Closed session cannot be conducted over the phone due to security reasons. He will be sending the board members a letter he received from the state water board.**

**14. Communications:**

a. Written Communications:

- 1. **COVID Emergency Water Shut Offs Moratorium.** The shut-off moratorium has now been lifted. Water districts may move forward with sending discontinuation of water services notice unless a previous arrangement was made with the customer.
- 2. **Proposed Text of Emergency Regulations** from the State Water Resources Control Board and Regional Water.

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

**15. 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 December 14, 2021.
- b. Financial Statements and Account Payable Report.

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

**Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and by a 5-0 vote to approve consent agenda as presented. Ayes- Castaneda, Cerrillo, Jr., Garabedian, Jr.**

**16. Closed Session: closed session discussions have been postponed until the next board meeting.**

- a. Public Employment Pursuant to Government Code Section 54957. All Positions.
- b. Pending Litigation Pursuant to Government Code Section 54956.9  
Central Valley Regional Water Quality Control Board v. Malaga County Water District.

**17. Adjournment:**

**Motion by Vice President Cerrillo, Second by Director Cerrillo, Jr. and by a 5-0 vote to adjourn the meeting at 7:06pm. Ayes- Tovar, Jr., Castaneda, Garabedian, Jr.**

**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 January 13, 2022, was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 01/26/2022.

**Norma Melendez**

Norma Melendez, District Clerk

**RENTAL AGREEMENT BETWEEN MALAGA COUNTY WATER DISTRICT AND  
YOUTH AND ADULT SOCCER LEAGUE**

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This Agreement is entered into by and between the Malaga County Water District, hereinafter referred to as "District" and Adam Youth and Adult Soccer hereinafter referred to as "AYAS", for the rental of soccer fields at Districts park effective May 6, 2021, (the "Effective Date") as follows:

**Section 1. Purpose.**

AYAS requires facilities to operate youth and adult soccer games and desires to rent the Districts soccer fields. The "Soccer Fields" subject to this agreement are identified in attachment "A" which is attached to and incorporated into this agreement by this reference.

**Section 2. Term.**

The lease shall be month to month beginning on the Effective Date and may be cancelled by either party upon receipt of thirty (30) days written notice from the other party.

**Section 3. Consideration.**

AYAS agrees to pay the District the sum of \$800 hundred dollars (\$800) for the first month's rent, and the sum of \$800 hundred dollars (\$800.00) per month for rent of the facility each month thereafter, **due and payable on the 1st day of each month.** A Deposit of one hundred dollars (\$100) will be required and shall be refundable if the conditions of the term agreement are met.

Delinquent payments paid three days after the due date, shall bear a late charge of one and one-half percent (1.5%) per month or portion thereof that the payment is delinquent.

**Section 4. Use of Soccer Fields.**

- A. Days and Hours of Use. The AYAS may use the Soccer Fields to operate as sports and sport practice on the dates and during the times set forth in this Agreement. Hours of operation shall be **Tuesday, Wednesday, Friday 5:30pm to 10pm, and Saturday 7am to 12pm**, Excluding the following days/times:

Insert Exclusions: (ie Cinco de Mayo other planned events.)

Days and hours of use may be changed by written agreement of the Parties.

- B. Equipment. The AYAS agrees to provide and pay for their own telephone service, marketing and equipment including soccer goals.
- C. Maintenance. The AYAS agrees to maintain cleanliness of the Facility and its surrounding area, to be free from trash and debris, and to be swept and sanitized clean daily use.
- D. Staffing. The AYAS agrees that the District will not provide staff and that AYAS is responsible for providing its own staff and is responsible for the supervision and safety of all persons (club members, licensees or invitees) using the Leasehold Soccer Fields as described in the Agreement.
- E. Condition of Soccer Fields. AYAS has inspected and accepts the condition of the field as is and acknowledges that the Soccer Fields are suitable and safe for the intended purpose. The District will be responsible for routine maintenance such as irrigation and mowing but will not be responsible for preparing the field for play such as marking or striping.

**Section 5. Nuisance or Unlawful Use.**

The AYAS shall not to commit, or allow others to commit, any waste on the Soccer Fields, or nuisance, nor shall it use or allow the Soccer Fields to be used in violation of Federal, State, County and/or Laws, ordinances or regulations including the Park Rules which are attached hereto and incorporated herein by this reference as attachment "B."

The AYAS, at their sole expense, shall promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatsoever, present or future, or national, state or local government, which may in any way apply to the use, maintenance or occupation or operations on the Soccer Fields, provided that such compliance does not prevent the above reasonable use of the Soccer Fields, and if so, this Agreement, at the option of the AYAS, shall terminate without any further liability or obligation by either party.

**Section 6. Holdover and Surrender.**

The AYAS shall, at the termination of this Agreement, vacate the Soccer Fields in as good a condition as they were at the Effective Date of this Agreement, except for the reasonable use and wear thereof, acts of God, or damage by casualty beyond the control of AYAS.

**Section 7. Fixtures and Improvements.**

The AYAS shall not remove improvement from the Soccer Fields or any District Property during or at the expiration or other termination of this Agreement, or any extension or holdover period therefor, but may remove fixtures, equipment and other



personal property placed or installed in or upon the Soccer Fields by AYAS or under its authority. Any damage resulting from removal in other than a good workmanlike manner shall be repaired by AYAS.

The AYAS agrees that, except for reasonable repairs and minor improvements, it will not allow the Soccer Fields to be altered or any facilities installed or constructed without having first obtained the written consent of the District for such proposed alteration.

The AYAS will not construct or place or permit to be constructed or placed any sign, awnings, marquees, or other structures projecting from the exterior of the Soccer Fields without District's prior written consent. The AYAS further agrees to remove signs, displays, advertisements or decorations it has placed or permitted to be placed, on the Soccer Fields; which in the District's opinion are offensive or otherwise objectionable. If the AYASs fails to remove such signs, displays, advertisements or decorations within five (5) days after having received written notice to remove the same from the District, the District may re-enter the Soccer Fields and remove them at the AYAS's expense.

#### **Section 8. Inspection and Maintenance.**

The AYAS shall keep in a good repair and maintain except as provided on Section 4(e) at the AYAS's expense the Soccer Fields including any improvement thereon.

The District reserves the right to enter and inspect the Soccer Fields at any time. The District will give AYAS notice of any condition(s) that the District determines needs repair/maintenance if the AYAS fails, neglects, or refuses to commence the repair or maintenance work required herein ten (10) days after written notice has been served by the District, or if the AYAS fails, neglects or refuses to pursue the repair or the maintenance work with reasonable diligence to completion, the District may, at its sole option, perform or cause to be performed such repair or maintenance work and add reasonable costs thereof to the installments of rent next due, as a charge, to the District. The District reserves the right to immediately cease the use of the Soccer Fields by AYAS and/or effect immediate repairs if, in its sole determination, the District determines that there is any condition present on the Soccer Fields that is an immediate danger to the health, safety or welfare of the Public.

#### **Section 9. Indemnification.**

Except to the extent of District's gross negligence or willful misconduct, and to the fullest extent permitted by law, AYAS agrees to indemnify, hold harmless, protect, and defend District and District's employees, Board of Directors, agents, representatives, and contractors from any and all claims, causes of action, liability, losses, costs and damages, for the foreseeable or unforeseeable, arising out of or related to any act, omission, or neglect of AYAS or AYAS's agents, employees, representatives, or contractors, or arising

from or related to AYAS's use of or activities on or about the property of the District including, without limitation to, any claims, liens or encumbrances related to or resulting from this Agreement. The provisions of this section shall survive the termination, cancellation, or expiration of this Agreement.

**Section 10. Insurance.**

AYAS, at its sole cost and expense, shall acquire and maintain in full force and effect throughout the term of this Agreement worker's compensation, employer's liability, and commercial general liability insurance. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>INSURANCE CATEGORY</u>	<u>MINIMUM LIMITS</u>
Worker's Compensation	Statutory
Employer's Liability Minimum Limit	\$100,000/accident for bodily injury or disease
Comprehensive General Liability	\$1,000,000 per occurrence for bodily injury \$1,000,000 per occurrence for personal injury \$1,000,000 per occurrence for property damage

Any deductibles or self-insured retentions must be declared to and approved by the General Manager of District. In the event District does not approve of a deductible amount, at the option of the District, either AYAS's insurer shall reduce or eliminate the deductible or self-insurance retentions with respect to District, it's officers, employees and agents, or AYAS shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

Concurrently with the execution of this Agreement, AYAS shall furnish District with certificates and copies of information or declaration pages of the insurance required by the Agreement herein and, with respect to evidence of commercial general liability coverage, original endorsements as follows:

A. Precluding cancellation or reduction in coverage before expiration of thirty (30) days after District shall receive written notification of cancellation or reduction in coverage by certified mail, return-receipt requested;

B. Providing the AYAS's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross-liability endorsements);

C. Naming District, its Board, officers, employees and agents as additional insureds; and

D. Providing that AYAS's insurance shall be primary insurance relating to AYAS's services herein under this Agreement with respect to the District, its Board, officers, employees, and agents, and further providing that any insurance or self-insurance maintained by the District on behalf of the District, its Board, officers, employees and agents shall be in excess of AYAS's insurance and shall not be contributory with it.

In the event of the breach of any of the provisions of this paragraph, or in the event of any notices received which indicate any required insurance coverage will be diminished or cancelled, District, at its option, may notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend use of the District facilities by AYAS pursuant to this Agreement. Section

#### 11. **General.**

A. Independent Contractor. AYAS is an independent contractor and not an officer, agent, servant or employee of District. AYAS is fully responsible for the acts and omissions of its officers, agents, employees, contractors, or representatives. Nothing in this Agreement shall be construed as creating a partnership or joint venture between District and AYAS. Neither AYAS nor its officers, employees, agents, contractors or representatives shall obtain a right to retirement or other benefits that accrue to District employees.

B. Property Damage. Any physical damage caused by the negligent or willful acts or omission of AYAS, its employees, contractors, agents or representatives shall be repaired or replaced promptly by AYAS, at AYAS's sole expense.

C. Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lay exclusively in the County of Fresno.

D. Amendment. This Agreement may only be amended when modified upon written agreement between the parties hereto. The parties agree to meet and confer in good faith if amendments or modifications are proposed.

E. Severability. If any of the provisions contains in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained in this Agreement.

F. Entire Agreement. This Agreement is the entire agreement between the parties, and supersedes any prior agreement, representation, negotiations or correspondence between the parties except as expressed in this Agreement. Except as otherwise provided in this Agreement, no subsequent change or addition to this Agreement shall be binding unless in writing and signed by the parties to this Agreement.

G. Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provisions. The acceptance of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by other parties of any provision to this Agreement.

H. Joint and Several. If AYAS is constituted of more than one person or entity, the obligations imposed on each said person or entity shall be joint and several.

I. Attorney's Fees. In the event that any action is instituted by either party to enforce any right or obligation under this Agreement, the prevailing party shall be entitled to and have its fees and costs associated with such action including, but not limited to, attorney's fees and expert witness fees.

J. Transfer by AYAS. AYAS shall not, in any way, directly or indirectly, transfer or sign any right or duty under this Agreement without prior written consent of District.

K. Notice. Either party may give the other party any notice required or permitted pursuant to this Agreement follows:

To the District:      Malaga County Water District  
3580 S. Frank Street  
Fresno, CA 93725  
Attn: General Manager

To AYAS : Adam Youth and Adult Soccer League  
Maria Teresa Rosas Melgoza  
2534 2462 9<sup>th</sup> Street  
Fresno, CA 93725

L. Authority. Each person signing below represents and warrants that he or she is duly authorized to sign and enter into this Agreement.

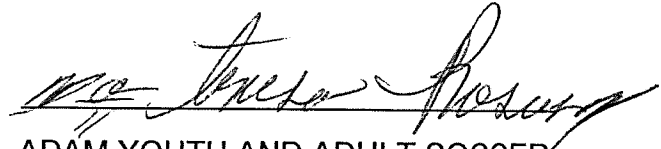
M. Execution and Counterparts. This Agreement may be executed in counterparts or by facsimile, each of which shall be an original and all of which shall constitute one and the same agreement.

Owner:

AYAS:

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MALAGA COUNTY WATER DISTRICT  
ADAM YOUTH AND ADULT SOCCER  
LEAGUE-MARIA TERESA ROSAS  
MELGOZA



item 5.c.2

**RENTAL AGREEMENT BETWEEN MALAGA COUNTY WATER DISTRICT AND  
ANGIE LANDIN, BUSINESS OWNER**

This Agreement is entered into by and between the Malaga County Water District, hereinafter referred to as "District" and Angie Landin, Business Owner hereinafter referred to as "ALBO", for the rental of Red Caboose Facilities at District's Park effective Wednesday October 20, 2021, (the "Effective Date") as follows:

**Section 1. Purpose.**

AL requires facilities to operate Food Services for Malaga Residents/Business and desires to rent the District's Red Caboose Facilities. The "Red Caboose Facilities" subject to this agreement are identified in attachment "A" which is attached to and incorporated into this agreement by this reference.

**Section 2. Term.**

The lease shall be month to month beginning on the Effective Date and may be cancelled by either party upon receipt of thirty (30) days written notice from the other party.

**Section 3. Consideration.**

ALBO agrees to pay the District the sum of \$100 hundred dollars (\$100) for the first month's rent, and the sum of \$100 hundred dollars (\$100.00) per month for rent of the facility each month thereafter, **due and payable on the last working day of each month.** A Deposit of one hundred dollars (\$100) will be required and shall be refundable if the conditions of the term agreement are met. ALBO agrees to pay all Utilities (P.G. & E., Water, Sewer & Garbage).

Delinquent payments paid three days after the due date, shall bear a late charge of one and one-half percent (1.5%) per month or portion thereof that the payment is delinquent.

**Section 4. Use of the Red Caboose Facilities.**

- A. Days and Hours of Use. The ALBO may use the Red Caboose Facilities to operate as Food Services on the dates and during the times set forth in this Agreement. Hours of operation shall be **Monday through Friday 8am to 8pm**, Excluding the following days/times:

**Exclusions: (ie District planned events. Only if Approved by the District)**

Days and hours of use may be changed by written agreement of the Parties.

- B. Equipment. The ALBO agrees to provide and pay for their own telephone service, marketing and equipment.

- C. Maintenance. The ALBO agrees to maintain cleanliness of the Facility and its surrounding area, to be free from trash and debris, and to be swept and sanitized clean daily use.
- D. Staffing. The District agrees to provide staff from 8am to 8pm and that ALBO is responsible for providing its own staff and is responsible for the supervision and safety of all persons (club members, licensees or invitees)
- E. Condition of the Red Caboose Facilities. ALBO has inspected and accepts the condition of the Red Caboose Facilities as is and acknowledges that the Red Caboose Facilities are suitable and safe for the intended purpose. The District will be responsible for routine maintenance (Electrical/Sink etc.).

#### **Section 5. Nuisance or Unlawful Use.**

The ALBO shall not to commit, or allow others to commit, any waste in/outside location of the Red Caboose Facilities, or nuisance, nor shall it use or allow the Red Caboose Facilities to be used in violation of Federal, State, County and/or Laws, ordinances or regulations including the Park Rules which are attached hereto and incorporated herein by this reference as attachment "B."

The ALBO, at their sole expense, shall promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatsoever, present or future, or national, state or local government, which may in any way apply to the use, maintenance or occupation or operations at the Red Caboose Facilities, provided that such compliance does not prevent the above reasonable use of the Red Caboose Facilities, and if so, this Agreement, at the option of the ALBO, shall terminate without any further liability or obligation by either party.

#### **Section 6. Holdover and Surrender.**

The ALBO shall, at the termination of this Agreement, vacate the Red Caboose Facilities in as good a condition as they were at the Effective Date of this Agreement, except for the reasonable use and wear thereof, acts of God, or damage by casualty beyond the control of ALBO.

#### **Section 7. Fixtures and Improvements.**

The ALBO shall not remove improvement the Red Caboose Facilities or any District Property during or at the expiration or other termination of this Agreement, or any extension or holdover period therefor, but may remove fixtures, equipment and other personal property placed or installed in or upon the Red Caboose Facilities by ALBO or under its authority. Any damage resulting from removal in other than a good workmanlike manner shall be repaired by ALBO.

The ALBO agrees that, except for reasonable repairs and minor improvements, it will not allow the Red Caboose Facilities to be altered or any facilities installed or constructed

without having first obtained the written consent of the District for such proposed alteration.

The ALBO will not construct or place or permit to be constructed or placed any sign, awnings, marquees, or other structures projecting from the exterior of the Red Caboose Facilities without District's prior written consent. The ALBO further agrees to remove signs, displays, advertisements or decorations it has placed or permitted to be placed, on the Red Caboose Facilities, which in the District's opinion are offensive or otherwise objectionable. If the ALBO fails to remove such signs, displays, advertisements or decorations within five (5) days after having received written notice to remove the same from the District, the District may re-enter the Red Caboose Facilities and remove them at the ALBO's expense.

#### **Section 8. Inspection and Maintenance.**

The ALBO shall keep in a good repair and maintain except as provided on Section 4(e) at the ALBO's expense the Red Caboose Facilities including any improvement thereon.

The District reserves the right to enter and inspect the Red Caboose Facilities at any time. The District will give ALBO notice of any condition(s) that the District determines needs repair/maintenance if the ALBO fails, neglects, or refuses to commence the repair or maintenance work required herein ten (10) days after written notice has been served by the District, or if the ALBO fails, neglects or refuses to pursue the repair or the maintenance work with reasonable diligence to completion, the District may, at its sole option, perform or cause to be performed such repair or maintenance work and add reasonable costs thereof to the installments of rent next due, as a charge, to the District. The District reserves the right to immediately cease the use of the Red Caboose Facilities by ALBO and/or effect immediate repairs if, in its sole determination, the District determines that there is any condition present on the Red Caboose Facilities that is an immediate danger to the health, safety or welfare of the Public.

#### **Section 9. Indemnification.**

Except to the extent of District's gross negligence or willful misconduct, and to the fullest extent permitted by law, ALBO agrees to indemnify, hold harmless, protect, and defend District and District's employees, Board of Directors, agents, representatives, and contractors from any and all claims, causes of action, liability, losses, costs and damages, for the foreseeable or unforeseeable, arising out of or related to any act, omission, or neglect of ALBO or ALBO's agents, employees, representatives, or contractors, or arising from or related to ALBO's use of or activities on or about the property of the District including, without limitation to, any claims, liens or encumbrances related to or resulting from this Agreement. The provisions of this section shall survive the termination, cancellation, or expiration of this Agreement.

#### **Section 10. Insurance.**



ALBO, at its sole cost and expense, shall acquire and maintain in full force and effect throughout the term of this Agreement worker's compensation, employer's liability, and commercial general liability insurance. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

**INSURANCE CATEGORY**

**MINIMUM LIMITS**

Worker's Compensation	Statutory
Employer's Liability Minimum Limit	\$100,000/accident for bodily injury or disease
Comprehensive General Liability	\$1,000,000 per occurrence for bodily injury \$1,000,000 per occurrence for personal injury \$1,000,000 per occurrence for property damage

Any deductibles or self-insured retentions must be declared to and approved by the General Manager of District. In the event District does not approve of a deductible amount, at the option of the District, either ALBO's insurer shall reduce or eliminate the deductible or self-insurance retentions with respect to District, its officers, employees, and agents, or ALBO shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

Concurrently with the execution of this Agreement, ALBO shall furnish District with certificates and copies of information or declaration pages of the insurance required by the Agreement herein and, with respect to evidence of commercial general liability coverage, original endorsements as follows:

A. Precluding cancellation or reduction in coverage before expiration of thirty (30) days after District shall receive written notification of cancellation or reduction in coverage by certified mail, return-receipt requested.

B. Providing the ALBO's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability (cross-liability endorsements);

C. Naming District, its Board, officers, employees, and agents as additional insureds; and

D. Providing that ALBO's insurance shall be primary insurance relating to ALBO's services herein under this Agreement with respect to the District, its Board, officers, employees, and agents, and further providing that any insurance or self-insurance maintained by the District on behalf of the District, its Board, officers, employees, and agents shall be in excess of ALBO's insurance and shall not be contributory with it.

In the event of the breach of any of the provisions of this paragraph, or in the event of any notices received which indicate any required insurance coverage will be diminished or cancelled, District, at its option, may notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend use of the District facilities by ALBO pursuant to this Agreement.

#### Section 11. **General.**

A. Independent Contractor. ALBO is an independent contractor and not an officer, agent, servant or employee of District. ALBO is fully responsible for the acts and omissions of its officers, agents, employees, contractors, or representatives. Nothing in this Agreement shall be construed as creating a partnership or joint venture between District and ALBO. Neither ALBO nor its officers, employees, agents, contractors, or representatives shall obtain a right to retirement or other benefits that accrue to District employees.

B. Property Damage. Any physical damage caused by the negligent or willful acts or omission of ALBO, its employees, contractors, agents or representatives shall be repaired or replaced promptly by ALBO, at ALBO's sole expense.

C. Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lay exclusively in the County of Fresno.

D. Amendment. This Agreement may only be amended when modified upon written agreement between the parties hereto. The parties agree to meet and confer in good faith if amendments or modifications are proposed.

E. Severability. If any of the provisions contains in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained in this Agreement.

F. Entire Agreement. This Agreement is the entire agreement between the parties, and supersedes any prior agreement, representation, negotiations, or correspondence between the parties except as expressed in this Agreement. Except as

otherwise provided in this Agreement, no subsequent change or addition to this Agreement shall be binding unless in writing and signed by the parties to this Agreement.

G. Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provisions. The acceptance of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by other parties of any provision to this Agreement.

H. Joint and Several. If ALBO is constituted of more than one person or entity, the obligations imposed on each said person or entity shall be joint and several.

I. Attorney's Fees. In the event that any action is instituted by either party to enforce any right or obligation under this Agreement, the prevailing party shall be entitled to and have its fees and costs associated with such action including, but not limited to, attorney's fees and expert witness fees.

J. Transfer by ALBO. ALBO shall not, in any way, directly or indirectly, transfer or sign any right or duty under this Agreement without prior written consent of District.

K. Notice. Either party may give the other party any notice required or permitted pursuant to this Agreement follows:


To the District: Malaga County Water District  
3580 S. Frank Street  
Fresno, CA 93725  
Attn: Moises Ortiz, General Manager

To ALBO: Angie Landin, Business Owner

L. Authority. Each person signing below represents and warrants that he or she is duly authorized to sign and enter into this Agreement.

M. Execution and Counterparts. This Agreement may be executed in counterparts or by facsimile, each of which shall be an original and all of which shall constitute one and the same agreement.

Owner:



MOISES ORTIZ, GENERAL MANAGER  
MALAGA COUNTY WATER DISTRICT

ALBO:



ANGIE LANDIN, BUSINESS OWNER

**RENTAL AGREEMENT BETWEEN MALAGA COUNTY WATER DISTRICT AND  
HUGO MARTINEZ, FOLKLORICO INSTRUCTOR**

This Agreement is entered into by and between the Malaga County Water District, hereinafter referred to as "District" and Hugo Martinez, Folklorico Instructor hereinafter referred to as "HMF", for the rental of Center Facilities at District's Park effective **Thursday July 1, 2021**, (the "Effective Date") as follows:

**Section 1. Purpose.**

HMF requires facilities to operate Folklorico Dance Services for Youth/Adults and desires to rent the District's Center Facilities. The "Center Facilities" subject to this agreement are identified in attachment "A" which is attached to and incorporated into this agreement by this reference.

**Section 2. Term.**

The lease shall be month to month beginning on the Effective Date and may be cancelled by either party upon receipt of thirty (30) days written notice from the other party.

**Section 3. Consideration.**

HMF agrees to pay the District the sum of \$200 hundred dollars (\$200) for the first month's rent, and the sum of \$200 hundred dollars (\$200.00) per month for rent of the facility each month thereafter, **due and payable on the last working day of each month**. A Deposit of one hundred dollars (\$100) will be required and shall be refundable if the conditions of the term agreement are met.

Delinquent payments paid three days after the due date, shall bear a late charge of one and one-half percent (1.5%) per month or portion thereof that the payment is delinquent.

**Section 4. Use of Park/Center Facilities.**

- A. Days and Hours of Use. The HMF may use the Park/Center Facilities to operate as Dance practice on the dates and during the times set forth in this Agreement. Hours of operation shall be **Monday through Friday 6pm to 8pm**, Excluding the following days/times:

**Insert Exclusions: (ie District planned events.)**

Days and hours of use may be changed by written agreement of the Parties.

- B. Equipment. The HMF agrees to provide and pay for their own telephone service, marketing and equipment.

- C. Maintenance. The HMFI agrees to maintain cleanliness of the Facility and its surrounding area, to be free from trash and debris, and to be swept and sanitized clean daily use.
- D. Staffing. The District agrees to provide staff from 6pm to 8pm and that HMFI is responsible for providing its own staff and is responsible for the supervision and safety of all persons (club members, licensees or invitees)
- E. Condition of Park/Center Facilities. HMFI has inspected and accepts the condition of the Park/Center Facilities as is and acknowledges that the Park/Center Facilities are suitable and safe for the intended purpose. The District will be responsible for routine maintenance (Toilets/Sinks etc.).

#### **Section 5. Nuisance or Unlawful Use.**

The HMFI shall not to commit, or allow others to commit, any waste in/outer location of the Park/Center Facilities, or nuisance, nor shall it use or allow the Par/Center Facilities to be used in violation of Federal, State, County and/or Laws, ordinances or regulations including the Park Rules which are attached hereto and incorporated herein by this reference as attachment "B."

The HMFI, at their sole expense, shall promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatsoever, present or future, or national, state or local government, which may in any way apply to the use, maintenance or occupation or operations at the Park/Center Facilities, provided that such compliance does not prevent the above reasonable use of the Park/Center Facilities, and if so, this Agreement, at the option of the HMFI, shall terminate without any further liability or obligation by either party.

#### **Section 6. Holdover and Surrender.**

The HMFI shall, at the termination of this Agreement, vacate the Park/Center Facilities in as good a condition as they were at the Effective Date of this Agreement, except for the reasonable use and wear thereof, acts of God, or damage by casualty beyond the control of HMFI.

#### **Section 7. Fixtures and Improvements.**

The HMFI shall not remove improvement the Park/Center Facilities or any District Property during or at the expiration or other termination of this Agreement, or any extension or holdover period therefor, but may remove fixtures, equipment and other personal property placed or installed in or upon the Park/Center Facilities by HMFI or under its authority. Any damage resulting from removal in other than a good workmanlike manner shall be repaired by HMFI.

The HMFI agrees that, except for reasonable repairs and minor improvements, it will not allow the Park/Center Facilities to be altered or any facilities installed or constructed

without having first obtained the written consent of the District for such proposed alteration.

The HMFI will not construct or place or permit to be constructed or placed any sign, awnings, marquees, or other structures projecting from the exterior of the Park/Center Facilities without District's prior written consent. The HMFI further agrees to remove signs, displays, advertisements or decorations it has placed or permitted to be placed, on the Park/Center Facilities; which in the District's opinion are offensive or otherwise objectionable. If the HMFI fails to remove such signs, displays, advertisements or decorations within five (5) days after having received written notice to remove the same from the District, the District may re-enter the Park/Center Facilities and remove them at the HMFI's expense.

#### **Section 8. Inspection and Maintenance.**

The HMFI shall keep in a good repair and maintain except as provided on Section 4(e) at the HMFG's expense the Park/Center Facilities including any improvement thereon.

The District reserves the right to enter and inspect the Park/Center Facilities at any time. The District will give HMFI notice of any condition(s) that the District determines needs repair/maintenance if the HMFI fails, neglects, or refuses to commence the repair or maintenance work required herein ten (10) days after written notice has been served by the District, or if the HMFI fails, neglects or refuses to pursue the repair or the maintenance work with reasonable diligence to completion, the District may, at its sole option, perform or cause to be performed such repair or maintenance work and add reasonable costs thereof to the installments of rent next due, as a charge, to the District. The District reserves the right to immediately cease the use of the Park/Center Facilities by HMFI and/or effect immediate repairs if, in its sole determination, the District determines that there is any condition present on the Park/Center Facilities that is an immediate danger to the health, safety or welfare of the Public.

#### **Section 9. Indemnification.**

Except to the extent of District's gross negligence or willful misconduct, and to the fullest extent permitted by law, HMFI agrees to indemnify, hold harmless, protect, and defend District and District's employees, Board of Directors, agents, representatives, and contractors from any and all claims, causes of action, liability, losses, costs and damages, for the foreseeable or unforeseeable, arising out of or related to any act, omission, or neglect of HMFI or HMFI's agents, employees, representatives, or contractors, or arising from or related to HMFI's use of or activities on or about the property of the District including, without limitation to, any claims, liens or encumbrances related to or resulting from this Agreement. The provisions of this section shall survive the termination, cancellation, or expiration of this Agreement.

#### **Section 10. Insurance.**



HMFI, at its sole cost and expense, shall acquire and maintain in full force and effect throughout the term of this Agreement worker's compensation, employer's liability, and commercial general liability insurance. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>INSURANCE CATEGORY</u>	<u>MINIMUM LIMITS</u>
Worker's Compensation	Statutory
Employer's Liability Minimum Limit	\$100,000/accident for bodily injury or disease
Comprehensive General Liability	\$1,000,000 per occurrence for bodily injury \$1,000,000 per occurrence for personal injury \$1,000,000 per occurrence for property damage

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B. Providing the HMFI's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross-liability endorsements);

C. Naming District, its Board, officers, employees and agents as additional insureds; and

D. Providing that HMFI's insurance shall be primary insurance relating to HMFI's services herein under this Agreement with respect to the District, its Board, officers, employees, and agents, and further providing that any insurance or self-insurance maintained by the District on behalf of the District, its Board, officers, employees and agents shall be in excess of HMFI's insurance and shall not be contributory with it.

In the event of the breach of any of the provisions of this paragraph, or in the event of any notices received which indicate any required insurance coverage will be diminished or cancelled, District, at its option, may notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend use of the District facilities by HMFI pursuant to this Agreement. Section

#### 11. **General.**

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C. Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lay exclusively in the County of Fresno.

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otherwise provided in this Agreement, no subsequent change or addition to this Agreement shall be binding unless in writing and signed by the parties to this Agreement.

G. Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provisions. The acceptance of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by other parties of any provision to this Agreement.

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MOISES ORTIZ, GENERAL MANAGER  
MALAGA COUNTY WATER DISTRICT

HMFI:



HUGO MARTINEZ, FOLKLORICO  
INSTRUCTOR