



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
ALTERNATE MEETING ROOM
3582 SOUTH WINERY AVENUE
FRESNO, CALIFORNIA 93725
Tuesday, September 26, 2023 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.

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 September 12, 2023.
- b. Minutes of the Special Board Meeting of September 19, 2023.

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

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

5. Old Business: None for this meeting.

6. New Business:

- a. **Wastewater Plant Access Entrance.** Asphalt Technologies submitted two quotes for the repair of access entrance at the WWTF. The first quote is for \$49,800.00 which includes site grading, HMA paving, concrete swale, rock area and the other for \$74,800.00 which includes optional concrete & levee road oil. Project has been funded by HSR.

Recommended action: board pleasure.

7. Incorporation Reports:

8. Recreation Reports:

9. Engineer Reports:

a. District Engineer Report.

b. CDBG Engineer Report:

10. General Manager's Report:

- a. Soccer Contract
- b. Sewer Units
- c. Buddy Mendes response letter

11. President's Report:

12. Vice President's Report:

13. Director's Reports:

14. Legal Counsel Report:

15. Communications:

a. Written Communications:

- 1. The Department of Public Works of the County of Fresno sent notice to interested parties regarding the Public Comment Period. Public Comments for Fresno County's Draft 6th-Cycle Housing Element is from September 1st, 2023, to October 2nd, 2023.

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:

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 September 26, 2023, 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 09/22/2023.

Norma Melendez, District Clerk



REGULAR BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
ALTERNATE MEETING ROOM
3582 SOUTH WINERY AVENUE
FRESNO, CALIFORNIA 93725
Tuesday, September 12, 2023 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.

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.

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.

Also present: Norma Melendez, Moises Ortiz & Michael Slater.

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

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

- a. Minutes of the Regular Board Meeting of August 22, 2023.

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

Motion by Director Cerrillo, Jr.; Second by Director Tovar, Jr. and by a 3-0 vote to approve the consent agenda as presented.

The President suggested to skip item 5.a. until the other board members arrived.

All present. VP Cerrillo arrived after rollcall, 6:02p.m.

Director Castaneda joined the meeting via video call at 6:19p.m.

5. Old Business:

- a. **IT Support Proposals.** A continued discussion from the previous board meeting. The district received proposals from BCT, PC Solutions and UNITY for IT services. Unity IT proposal is up to \$1,680.00 per month. PC Solutions' proposal of up to \$2,938.00 and BCT's proposal of \$2,500.00 per month. Each proposal offers different details contributing to the price. The district's current IT provider is PC Solutions.

Recommended action: To continue IT services with PC Solutions.

Motion by Director Castaneda; Second by Director Cerrillo, Jr. and by a 5-0 vote to continue IT services with PC Solutions.

6. New Business:

- a. **Drought Relief.** The Department of Water Resources has notified MCWD that a Contract Amendment has been authorized for additional funding and that MCWD is authorized to proceed to construction. DWR is finalizing the official contract and will route to MCWD in the immediate future.

It is recommended that MCWD issue a Notice of Award to Steve Dovali Construction.

Recommended Action: Authorize issuance of the Notice of Award to Steve Dovali Construction.

Motion by Director Cerrillo, Jr.; Second by Vice President Cerrillo, and by a 4-0 vote to authorize issuance of the Notice of Award to Steve Dovali Construction.

- b. **Resolution 09-12-2023.** A resolution granting an easement to the Fresno Irrigation District for the district's well 5A project. Easement location is S/E North and Peach Avenues.

Recommended action: to approve Resolution 09-12-2023 and Grant of Easement for the Well 5A Project.

Motion by Vice President Cerrillo; Second by Director Cerrillo, Jr. and by a 4-0 vote to approve Resolution 09-12-2023 and Grant of Easement for the Well 5A Project.

7. Incorporation Reports: None for this meeting.

8. Recreation Reports: A recreation meeting has been scheduled for 9/13/2023.

9. Engineer Reports:

- a. District Engineer Report.

1. **American Rescue Plan Act.** The design of the projects is near completion. It is expected that the project will be ready for advertisement by the end of September or early October.
Well 5A & Tank Project on Peach Avenue.

- b. CDBG Engineer Report:

10. General Manager's Report:

- a. Rate Study. **List of items they need has been submitted.**
- b. Updated Development Charges spreadsheet.

11. President's Report:

President Garabedian reported that the CSDA conference went well and gained a lot of information from attending. He also reported that Pinedale CWD lost a lawsuit against the City of Fresno. Now the district will have to pay COF attorney fees.

12. Vice President's Report:

Vice President Cerrillo states that the County of Fresno is neglecting the community of Malaga and its surrounding area. Too much trash and no landscape maintenance from the county.

13. Director's Reports:

None for this meeting.

14. Legal Counsel Report:

None for this meeting.

15. Communications:

a. Written Communications:

1. Provost and Pritchard invitation to their open house, Tuesday, October 3, 2023, from 4:00-7:00pm at their Clovis location.
2. **Affordable Connectivity Program.** The County of Fresno provides information for the ACP program for free home internet for CalFresh and Medi-Cal households. **The community will receive a copy of the flyers. Distribution is scheduled for 9/15/2023.**

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: 6:50p.m.

- a. Pending Litigation Malaga v. CSJ Construction (Government Code Section 54956.9).
Nothing to report.

17. Adjournment:

Motion by Vice President Cerrillo, Second by Director Tovar, Jr. and by a 5-0 vote to adjourn the meeting at 7:23p.m.

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 September 12, 2023, was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 09/27/2023.

Norma Melendez, District Clerk



SPECIAL BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
ALTERNATE MEETING ROOM AT
3582 SOUTH WINERY AVE
FRESNO, CALIFORNIA 93725
Tuesday, September 19, 2023, at 6:00PM

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: 6:00p.m.

- 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: Moises Ortiz and Neal Costanzo.

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

4. Old Business:

- a. Discussion on park ground rentals.

Recommended Action: to clarify details of park ground rentals.

The board feels the current soccer agreement needs modifications. Legal Counsel recommended for the agreement to be forwarded to him for review.

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

6. Communications:

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

- 7. Closed Session:** The board unanimously voted to add a closed session item and go into closed session at 6:38p.m.

- a. Potential Litigation (Gov't Code 54956.9(d)(2).) One case.
No reportable action.

8. Adjournment:

Motion by Director Cerrillo, Jr., Second by Director Castaneda and by a 5-0 vote to adjourn the meeting at 7:13p.m.

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 September 19, 2023, was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 09/27/2023.

Norma Melendez, District Clerk

item 6.a.



4075 Celeste Ave
Clovis, CA 93619
Don Jimenez: 559-313-7179
Office: 559-291-0711
Fax: 559-346-1227
don@asphalt-tech.com

License# 948614
ISN# 400-255424



PROPOSAL

Date	PROPOSAL #
9/21/2023	92123WTP

Name-Address

MCWD
3582 SOUTH WINERY AVE
FRESNO, CA 93725

DESCRIPTION	Amount
PROJECT LOCATION: MALAGA WATER TREATMENT PLANT ACCESS ENTRANCE	
OPTIONAL CONCRETE & LEVEE ROAD OIL	
OPTIONAL CONCRETE TO REPLACE CRUSHED ROCK AREA AT GATE	
-GRADE AREA FOR CONCRETE	
-SET FORMS	\$59,500.00
-FURNISH & INSTALL REBAR REINFORCEMENT	
-POUR WITH 4,000 PSI CONCRETE & FINISH 6" DEPTH	
OPTION ROAD OIL ON LEVEE ROAD	
APPROXIMATELY 9,000 LF X 16' AVG WIDTH	\$15,300.00
-WATER LEVEE ROADS PRIOR TO OIL APPLICATION	
-FURNISH ECO DUST BUSTER & APPLY TO LEVEE ROADS	
<small>*Includes: Mobilization, Equipment, Materials, Prevailing Wage Labor *Excludes: Permits, Inspection Fees, Testing *Estimate valid for 30 days from date</small>	
TOTAL	OPTIONAL

item 6.a.



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PROPOSAL

Date	PROPOSAL #
9/21/2023	92123WTP

Name-Address

MCWD
3582 SOUTH WINERY AVE
FRESNO, CA 93725

DESCRIPTION	Amount
PROJECT LOCATION: MALAGA WATER TREATMENT PLANT ACCESS ENTRANCE	
SITE GRADING, HMA PAVING, CONCRETE SWALE, ROCK AREA	
1. HMA PAVING NEW ACCESS ENTRANCE -GRADE ARE TO ELEVATIONS SHOWN -FURNISH, PLACE AND COMPACT 4" CLASS II AGGREGATE BASE ROCK -PAVE WITH 2.5" HMA -COMPACT AND ROLL TO A SMOOTH SURFACE	\$18,500.00
2. CONCRETE SWALE AT GATE -GRADE AREA TO ELEVATIONS SHOWN -SET FORMS -FURNISH AND INSTALL REBAR REINFORCEMENT -POUR & FINISH CONCRETE AS PER SPECIFICATIONS PROVIDED	\$11,700.00
3. ROCK AREA AT GATE -GRADE AREA TO ELEVATIONS SHOWN -FURNISH, PLACE AND COMPACT 4" CLASS II AGGREGATE BASE ROCK -FURNISH AND PLACE 2" OF CRUSHED ROCK OVER INSTALLED BASE ROCK	\$19,600.00
<small>*Includes: Mobilization, Equipment, Materials, Prevailing Wage Labor *Excludes: Permits, Inspection Fees, Testing *Estimate valid for 30 days from date</small>	
TOTAL	\$49,800.00

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

This Agreement is entered into by and between the Malaga County Water District, hereinafter referred to as "District" and SAM Youth League hereinafter referred to as "SYL", for the rental of soccer fields at District's Park effective August 28, 2023, (the "Effective Date") as follows:

Section 1. Purpose.

SYL requires facilities to operate youth and adult soccer games and desires to rent the District's 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 three (3) days written notice from the other party.

Section 3. Consideration.

SYL agrees to pay the District a daily rate of \$42.50 per 4 hour block for field use, including lights, **due and payable in advance at the district office**. No deposit required for non- profit organizations.

No late payments will be accepted. In the case that SYL fails to pay in advance to the date the field rental was used, the deposit will be forfeited. No district employee or staff member other than the employees at the District Office are allowed to receive payment. 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 SYS 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 **four days a week, Monday through Thursday from 6:00pm to 10pm**, Hours of operation excludes field use on Friday's and the following days/times:

- Valentines Dance (February)
- Easter Program (March/April)
- Fiesta Day (September)
- Halloween Dance (October)
- Thanksgiving Luncheon (November)
- Christmas Program (December)

- Any other District sponsored events.

Due to the nature of scheduling, date and times may vary by event. Notice of event exclusion will be given ten (10) calendar days before the event. Days and hours of use may be changed by written agreement of the Parties.

B. Equipment. The SYL agrees to provide and pay for their own telephone service, marketing and equipment including soccer goals.

C. Maintenance. The SYL 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 SYL agrees that the District will not provide staff and that SYL 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. SYL 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.

F. Food. Any vendors selling during the event must go through the district office or staff and pay a fee to sell at the park.

Section 5. Nuisance or Unlawful Use.

The SYL 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 "8."

The SYL, 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 SYL, shall terminate without any further liability or obligation by either party.

Section 6. Holdover and Surrender.

The SYL 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 SYL.

Section 7. Fixtures and Improvements.

The SYL 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 SYL or under its authority. Any damage resulting from removal in other than a good workmanlike manner shall be repaired by SYL.

The SYL 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 SYL 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 SYL 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 SYL fails to remove such signs, displays, advertisements or decorations within five 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 SYL's expense.

Section 8. Inspection and Maintenance.

The SYL shall keep in good repair and maintain except as provided on Section 4(e) at the SYL'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 SYL notice of any condition(s) that the District determines needs repair/maintenance if the SYL 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 SYL 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 SYL 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, SYL 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 SYL or SYL's agents, employees, representatives, or contractors, or arising from or related to SYL'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.

SYL, 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 SYL's insurer shall reduce or eliminate the deductible or self-insurance retentions with respect to District, its officers, employees and agents, or SYL shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

Concurrently with the execution of this Agreement, SYL 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 SYL'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 SYL's insurance shall be primary insurance relating to SYL'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 SYL'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 SYL pursuant to this Agreement.

Section 11. **General.**

A. Independent Contractor. SYL is an independent contractor and not an officer, agent, servant or employee of District. SYL 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 SYL. Neither SYL 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 SYS, its employees, contractors, agents or representatives shall be repaired or replaced promptly by SYL, at SYL'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 SYL 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 SYL. SYL 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 SYL: Samuel Trinidad
211 S. THIRD STREET
FOWLER, CA 93625
559-903-0627

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:

SYS:

MOISES ORTIZ

MALAGA COUNTY WATER DISTRICT

Date: _____

Samuel Trinidad
SAM YOUTH SOCCER LEAGUE

Date: _____

item 10.a.

Whole Park Rental:

Area	daily fee	deposit	-----total
Park table #1	\$32.50	\$32.50	\$65.00
Park table #2	\$32.50	\$32.50	\$65.00
Park table #3	\$65.00	\$65.00	\$130.00
Park table #5	\$130.00	\$65.00	\$195.00
Park table #6	\$130.00	\$65.00	\$195.00
(Picnic shelter)			
Park table #7	\$32.50	\$32.50	\$65.00
Park table #8	\$32.50	\$32.50	\$65.00
Gazebo	\$130.00	\$65.00	\$195.00
Park table #10	\$32.50	\$32.50	\$65.00

Total Deposit:			\$422.50
Park Fee Total:			\$617.50
Grand Total:			\$1,040.00

--\$5.00 parking fee to be in effect during whole park rentals, including tournaments.

--Proposed fees do not reflect non-profit status pricing.

Field Rental (excluding park area rentals) per day rate Deposit: \$32.50 per field.

<u>With Lights</u>	<u>6 HOURS</u>	<u>12 HOURS</u>	<u>24 HOURS</u>
<u>ONE FIELD</u>	<u>\$479.05</u>	<u>\$690.30</u>	<u>\$1,462.50</u>
<u>TWO FIELDS</u>	<u>\$729.30</u>	<u>\$1151.80</u>	<u>\$2,353.00</u>
		<u>8:00pm to 12:00am</u>	<u>8:00pm to 6am</u>
<u>No Lights</u>			
<u>ONE FIELD</u>	<u>\$250.25</u>	<u>See rate with lights</u>	<u>See rate with lights</u>
<u>TWO FIELDS</u>	<u>\$500.50</u>	<u>See rate with lights</u>	<u>See rate with lights</u>
		<u>4 hours with lights</u>	<u>10 hours with lights</u>

Grand Total: \$1,040.00 + choice of field rental rates

*Rates include deposit of \$32.50 per field.

*24hr rate includes 10 hours of light use.

*12am end time for 6 hour and 12 hour events.

*Field with Light Fee: \$52.00 per hour | Field with no lights fee: \$32.50 per hour

*Center rental not included. Please see center rental fees for more information.

10% administrative fee included.

From: [Moises Ortiz](#)
To: [Boganwright, Katy](#)
Cc: [Day, Vickie](#); [Norma Melendez](#); Sacerrillo@gmail.com
Subject: RE: On Behalf of Supervisor Buddy Mendes
Date: Tuesday, September 19, 2023 2:20:33 PM
Attachments: [image001.png](#)
[image002.png](#)

Katy,

I have collected all the tires in the pictures. Those can be picked up at 3580 S. Frank. As for everything else to be quite honest Malaga needs attention pretty much as a whole. The county crews can pick any street and find something that needs attention.

To provide clarity, please check the entire Golden State(GS) run through Malaga, Maple Ave between 99 and GS is essentially a junk yard and lastly all of town which is closed in by Central, Chestnut, Willow and Muscat needs a lot of work in the alleys, sidewalks, roads and right aways.

I look forward to meeting with Supervisor Mendez in the near future, Thank You!

From: Boganwright, Katy <kboganwright@fresnocountyca.gov>
Sent: Wednesday, September 13, 2023 4:09 PM
To: Moises Ortiz <mortiz@malagacwd.org>
Cc: Day, Vickie <vday@fresnocountyca.gov>
Subject: On Behalf of Supervisor Buddy Mendes

You don't often get email from kboganwright@fresnocountyca.gov. [Learn why this is important](#)

Good Afternoon Moises,

We received your letter as well as the photos. Supervisor Mendes is willing to meet with you; however, he requested that you provide the exact locations of each trash dump site first as he will be working with our Public Works Department on that. Please email me back with each location that needs to be addressed (ie: cross streets, addresses), and we will go from there.

Respectfully,



Katy Boganwright | **Board Member Assistant**
Board of Supervisors – District 4 |
Supervisor Buddy Mendes
Hall of Records, Room 300
2281 Tulare Street Fresno, CA 93721
Main Office/Direct: (559) 600-4000





FRESNO COUNTY DRAFT 6TH CYCLE HOUSING ELEMENT

Find the Draft Housing Element at
www.fresnocountyca.gov/6thHousingElement



Wed.
Sept 27th

6:00 pm - 7:30 pm

Fig Garden Library

3071 W Bullard Ave, Fresno, CA 93711

Riverdale Memorial District

3085 W Mount Whitney Ave, Riverdale, CA 93656

Join Zoom Meeting

[https://us02web.zoom.us/j/86814385015?](https://us02web.zoom.us/j/86814385015?pwd=cXo3dk5RSTVlenRIQmVIMzlwK0MrQT09)
[pwd=cXo3dk5RSTVlenRIQmVIMzlwK0MrQT09](https://us02web.zoom.us/j/86814385015?pwd=cXo3dk5RSTVlenRIQmVIMzlwK0MrQT09)

Meeting ID: 868 1438 5015

Passcode: 501368

1-833 548 0282 US Toll-free

item
15.a.1.

Tues.
Sept 26th

3:00 pm - 4:30 pm

Tranquillity Library

25561 Williams St, Tranquillity, CA 93668

Join Zoom Meeting

3:00 pm - 4:30 pm

[https://us02web.zoom.us/j/84542514149?](https://us02web.zoom.us/j/84542514149?pwd=MGI3aE8zc2RJRjdpTGZ5UDFlb1QwUT09)
[pwd=MGI3aE8zc2RJRjdpTGZ5UDFlb1QwUT09](https://us02web.zoom.us/j/84542514149?pwd=MGI3aE8zc2RJRjdpTGZ5UDFlb1QwUT09)

Meeting ID: 858 5965 0158

Passcode: 747129

US Toll-free • 833 548 0282

Tues.
Sept 26th



Spanish translation will be provided. The 30-day comment period ends October 2nd, 2023.

Submit comments to COMDEV@fresnocountyca.gov. Any questions, call (559)600-4292