

**CALWA RECREATION & PARK DISTRICT
REPORT TO THE BOARD**

March 19, 2024

TO: Board of Directors

FROM: Tim Chapa, District Administrator

SUBJECT: Minutes for Special Meeting of 3/22/24

RECOMMENDATION: That the Board approve the minutes.



**CALWA RECREATION & PARK DISTRICT
MEETING AGENDA**

www.calwarecreation.org

MINUTES

**SPECIAL BOARD MEETING
NOTICE AND AGENDA**

March 22, 2024

4545 E. Church Ave, Fresno CA 93725

6:00 PM

BOARD CHAIRPERSON

Esmeralda Zamora, Chair

DISTRICT ADMINISTRATOR

Tim Chapa

BOARD VICE CHAIR

Raul Guerra Vice Chair

DISTRICT COUNSEL

Hilda Cantú Montoy

BOARD MEMBERS

Joseph Perez, Board Member

Laura Garcia, Board Member

Mary L. Rosales, Board Member

The Board welcomes you to its meetings and encourages you to participate at the meeting. This agenda contains a brief general description of each item that will be considered by the Board. All persons who attend the meeting are asked to silence pagers, cell phones, and other devices that may disrupt the Board meeting. The Board may consider and act on an agenda item in any order it deems appropriate.

CALL TO ORDER AND ROLL CALL - 6:01PM; Directors Garcia and Perez absent

A. INVOCATION AND FLAG SALUTE – By Director Rosales

B. APPROVAL OF AGENDA

Motion by Director Rosales, Second by Director Guerra to approve agenda with removal of Item E.2.

C. PUBLIC COMMENTS – No members of public present.

Members of the public who wish to address the Board on matters on this agenda may address the Board when the item is called. Each individual is limited to three minutes. When addressing the Board, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments. Speakers are requested to wait until recognized by the Board Chair.

D. CONSENT CALENDAR

All items listed under Consent Calendar are considered to be routine and will be enacted by one motion. For discussion of any Consent Item, it will be considered separately at the request of any member of the Board or any person in the audience.

1. **SUBJECT:** Minutes for Regular Meetings of 2/20/24 Special Meetings of

RECOMMENDATION: That the Board approve the minutes.

Motion to approve by Director Rosales and Second by Director Guerra; Motion passed by 3-0 Vote.

E. NEW BUSINESS

1. **SUBJECT:** Proposal for Utility Inspection Services with Precision Engineering for the Pool Project

RECOMMENDATION: That the Board consider awarding the proposal for Utility Investigation Services for the Pool Project

Motion to approve by Director Zamora and Second by Director Rosales; Motion passed by 3-0 Vote.

2. **SUBJECT:** Proposal for Electrical Services with A-C Electric for the Futsal Project

RECOMMENDATION: That the Board consider awarding the proposal for Utility Investigation Services for the Pool Project

This item removed from agenda.

3. **SUBJECT:** Update on Staff and Program Activities

RECOMMENDATION: Receive report and provide direction, if any.

Report given; no direction by Board.

4. **SUBJECT:** Update on Futsal Project, Prop 68 Project, and Swimming Pool Project

RECOMMENDATION: Receive report and provide direction, if any.

Report given; no direction by Board.

F. BOARD MEMBER COMMUNICATIONS/REQUESTS FOR FUTURE AGENDA ITEMS

(No discussion; only brief reports or requests for future agenda items)

G. ADJOURNMENT – 6:27 PM

Access to Agenda. Generally, agenda packets and other public documents are available for inspection by the public at the District Office located at 4545 E. Church Avenue,

Fresno, CA. You may request meeting agendas by email, you can ask to be added to the mailing list by calling (559) 264-6867 or send your request by email to info@calwarecreation.org. The agenda packet is posted at www.calwarecreation.org.

Reasonable Accommodation. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling 559-264-6867 or emailing tchapa@calwarecreation.org

Español. Para asistencia en español sobre este aviso, por favor llame a (559) 264-6867.



For the Meeting of: 4/16/2024
Item: E.1

**CALWA RECREATION & PARK DISTRICT
REPORT TO THE BOARD**

TO: Board of Directors
FROM: Tim Chapa, District Administrator
SUBJECT: Electrical Utility Services Proposal For Futsal Project
ATTACHMENTS: Proposal

RECOMMENDATION:

That the Board consider awarding contract to Cole Electric for Electrical Utility Services for the Futsal Project.

SUMMARY:

As noted in prior project schedules, the completion of utility services is the next critical milestone for the futsal project. For the futsal project, a determination of the District's current electrical capacity and necessary upgrades for the site location (Field 4) needs to be determined in order to issue requests for site preparation and field installation. An RFQ for such services was issued on February 1st and closed on February 16th with no response. As such, District procurement policy and State Proposition 68 guidelines allow for work to be awarded directly. Staff is recommending that the work be awarded to A-C Electric directly for \$6,000.

BACKGROUND:

The service includes providing sufficient power for the futsal lights from a nearby subpanel, including trenching, conduit, panel installation, and energizing/testing the system.

Per the attached proposal, Cole Electric can meet the service requirements for a total cost of \$6,000. Engaging Cole Electric is appropriate due to the RFQ process having resulted in no responses. Additionally, Cole Electric is an experienced electrical firm capable of providing the services necessary.

REVIEW: District Administrator: _____ City Attorney: _____

3/22/2024

**COLE ELECTRIC LLC
PO BOX 1302 CLOVIS CA 93613
559-298-6464 OFFICE
559-347-9622 FAX
559-307-2482 CELL
LIC# 1076170
DIR# 1000850727
mcecski@aol.com**

PROJECT: CALWA FUTSAL ELECTRICAL QUOTE

We will supply and install all materials, labour, and equipment as per drawings, specifications, and addenda _____ to _____ inclusive for the total amount of \$ **6,000.00**.

SCOPE OF WORK-

- 1. Furnish and install (1) 4x4 treated post with backboard out near future pitch area.**
- 2. Furnish and install (1) 120/240V single phase Nema 3R panel with 60A main breaker on backboard near pitch location.**
- 3. Furnish labor to dig a trench approximately 60 feet from new post to existing 100A sub panel.**
- 4. Furnish and install (1) 1" PVC conduit in trench between post and subpanel. Transition to 1" EMT above ground into new subpanel and into existing 100A subpanel. Backfill trench.**
- 5. Furnish and install (3) #6 THHN and (1) #10 THHN stranded CU wires from 100A panel to new 60A subpanel and terminate.**
- 6. Furnish and install (1) Square D QO260, 2-pole, 60A breaker in existing 100A panel and terminate wires.**
- 7. Furnish and install (1) 2-gang weatherproof j-box on backboard and chase into 60A subpanel.**
- 8. Furnish and install (1) 20A single pole breaker in subpanel. Pull (3) #12 THHN stranded CU wires from subpanel into weatherproof j-box and terminate on breaker.**
- 9. Furnish and install (2) GFCI duplex receptacles in weatherproof j-box with weatherproof in-use cover.**
- 10. Energize circuits and test.**

General Conditions

- 1) All applicable taxes are included in our submission.
- 2) The Electrical contractor shall not be held liable for errors or omissions in the designs of others, nor inadequacies of materials and equipment specified or supplied by others.
- 3) Equipment and materials supplied by the Electrical contractor are warranted only to the extent that the same are warranted by the manufacturer.
- 4) The Electrical contractor shall not be liable for indirect loss or damage.
- 5) Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
- 6) If a formal contract is required, its' conditions must not deviate from this proposal without our prior approval.
- 7) Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions shall be null and void.
- 8) DOES NOT INCLUDE PAINT TO CONDUIT, PANELS, BOXES AND OR ANY LIKE SURFACE.
- 9) NO PERMITS OR FEES.
- 10) PRICE GOOD FOR 15 DAYS.

Respectfully

Accepted by

COLEELECTRICLLC

Client



For the Meeting of: 04/16/2024
Agenda Item No.: E.2.

**CALWA RECREATION & PARK DISTRICT
REPORT TO THE BOARD**

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Park Rental Agreement for Calwa Boxing Club's: Calwa Mega Boxing Show.

RECOMMENDATION:

That the Board receive report, discuss, and approve Park Rental Agreement with Calwa Boxing Club for the Calwa Mega Boxing Show.

SUMMARY:

District has a positive relationship with Calwa Boxing Club and they currently serve as a vendor here inside of the hall building providing boxing classes to the community of all ages. They are a professional, licensed, and sanctioned club by USA Boxing and are interested in again hosting their own boxing showcase here inside the District. This year's event will be held on Saturday, May 25th.

REASON FOR RECOMMENDATION:

Consider approval of agreement for Calwa Boxing Club for the Calwa Mega Boxing Show.

FISCAL IMPACT:

District will generate \$625.00 in half park rental fees.

Attachments:

- Summarized Description of Calwa Boxing Club Event Requirements
- Park Rental Agreement



CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

Calwa Boxing Club Event

May 25, 2024

7:30am-6pm (early morning weigh ins and clean up for 6pm).

Needs:

- Basketball Court Area
 - ✓ Set Up Ring (cannot drill in asphalt)
 - ✓ Supplying a canopy
 - ✓ Supplying chairs and tables
 - ✓ Supplying all items for USA Boxing Regulations (Doctors, Cut men, officials)
- Will be selling food/concessions.
- Charging at the door and presale tickets: For profit event.
- Proof of insurance: Event Liability Insurance naming District as additionally insured.
- Will have ambulance on site.
- Privacy Netting-want to increase ticket sales and push people inside of cage.
- Put a sign out on the fencing that says Calwa Boxing Club



AGREEMENT BETWEEN CALWA RECREATION AND PARK DISTRICT AND CALWA BOXING CLUB

CALWA BOXING CLUB MEGA EVENT 2024

This Agreement ("Agreement") is made and entered into this 16th day of April 2024, by and between the Calwa Recreation and Park District, a special district (hereinafter called "District"), and Elias Blajos representing Calwa Boxing Club (hereinafter called "Permittee")

RECITALS

- A. District provides groups with the opportunity to have special events; and
- B. Permittee has held a boxing event in the past and is interested in holding a boxing event again on District Property; and
- C. District and Permittee wish to enter this Agreement to have Permittee hold the event at Calwa Park, also referenced as "Premises."

AGREEMENT

1. **Use of Park Location.** District gives permission to Permittee to use Calwa Park for its boxing event ("Event"). The Event will be held on May 25, 2024 ("Event Days"). The Park shall be available on May 25, 2024 at 7:00 am for set up, and the event shall take place at 9 am on May 25, 2024, with a takedown time on May 25, 2024, not to exceed 8 pm.
2. **Location and Site Plan.** A site plan which depicts where activities will take place and is attached hereto as Exhibit "A" and incorporated by reference. Only the areas shown on the Site Plan may be used.
3. **Payment.** Permittee shall pay the District as follows:
 - a. Cleaning/Repair Deposit: District shall provide the park a deposit of \$500. Failure to adhere to rules stated in "*6. Terms and Conditions*" may result in a \$500 charge to the permittee which will be withdrawn from the deposit.
 - b. Park Rental for the Event Days shall be \$625.00. This Agreement shall not be effective and binding until signed by both parties and until the \$500.00 deposit payment is received by the District. The balance of \$625.00 shall be paid twenty (20) days before the Event Day date.

i If assistance is needed from an employee using District Equipment, a cost of

\$250.00 per day will be implemented, this charge will be withdrawn from \$500.00 deposit. District maintenance staff will be present to assist with supervision and normal daily work duties. "Normal work duties" are defined as restroom clean up, hall clean up, and trash pick up assistance.

4. **Contracts, Permits, and Licenses.**

- a. Permittee shall obtain and pay for all permits and licenses which Permittee may be required to obtain or pay for to carry on any and all of Permittee's operations in connection with the Event. All permits and licenses must be submitted to the District Office twenty (20) days before the event.
- b. Permittee shall obtain insurance as required by Section 8 of this Agreement and shall provide a Certificate of Insurance to the District Office twenty (20) days before the Event Day.

5. **Operation.** During the term of this Agreement, Permittee shall manage and operate the Event. The Permittee must ensure that everyone leaves the premises by closing time. It is anticipated that 150 attendees (estimate) throughout the day, will attend the event.

6. **Terms and Conditions.** The Permittee is required to meet the following terms and conditions:

- a. Only the areas shown on the Site Plan will be used.
- b. Permittee shall obtain and pay for 1 security guards from a local firm. A copy of the contract with the security guard company must be submitted to the District Office by twenty (20) days before the Event Day.
- c. No alcohol, cigarettes, marijuana or unlawful drugs may be brought in and/or used on premises. Failure to implement this term may result in complete loss of deposit totaling \$500.00.
- d. The contact person must attend a "Walk Through" Inspection of premises with designated District personnel. The walk-through must be held before the day of event. The contact person must also attend walk-through inspection of premises after the event.
(i) _____.
- e. The District shall be notified immediately of any emergencies regarding serious injury to persons and to District facilities such as plumbing, electricity, structural damages, or dangerous conditions.
- f. No canopy or tent which utilizes drilling may be used on the District Parking lots, paved, or concrete areas.

- g. The Calwa Concession Stand shall be allowed to remain open during the event.
 - h. The following contact person shall be present during the entire event:
 - (i) Name: Elias Blajos
 - (ii) Mobile Phone: 559-470-5450
 - (iii) Address: 4545 E. Church Avenue, Fresno CA 93725
 - (iv) Email Address: eliasjrblajos@yahoo.com
 - i. Any repairs to the Premises shall be made within ten (10) days after the Event has been completed.
 - j. All activities will be subject to park rules and will be enforced by Calwa Park personnel. However, Permittee is responsible for ensuring that park rules and the terms and conditions of this Agreement are met.
 - k. Failure to comply with Calwa Park Rules and Regulations will result in early termination of the Event and forfeiture of all fees and deposits paid to Calwa Recreation and Park District. A copy of the Calwa Park Rules and Regulations has been provided to Permittee.
 - l. The Permittee will forfeit the right to use Park premises and/or facilities for any breach of this Agreement.
 - m. No vehicles will be allowed on District grass areas, except for driving outside the field areas for setup and takedown. Otherwise all vehicles must remain in the District's parking lot or designated areas along Barton and Florence Avenues.
 - n. District is allowed to capture photos and video and showcase on Districts social media or District website for promotional/marketing purposes.
 - o. Health Officials are required to be in attendance during the event.
 - p. Emergency site plan is required.
 - q. Privacy netting will be allowed to up around the basketball court area, after completion of the event, privacy netting will be removed by Permittee.
 - r. Must provide a detailed itinerary of schedule of fights to District.
7. **Default.** If Permittee fails to make payments as set forth in this Agreement, District will consider that a breach of the Agreement. If Permittee fails to deliver required permits and contracts per the Agreement, District will consider that a breach of the Agreement and the Event may not be held.
8. **Insurance.** During the term of this Agreement, Permittee shall maintain public liability,

property damage, and workers' compensation insurance for injuries to persons or damages to property related to the operation of the Guelaguetza including set up and persons or damages to property related to the operation of the Guelaguetza including set up and take down activities pursuant to this Agreement. Coverage shall be at least as broad as Insurance Services from CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury, and personal injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies with the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. The District and its principals, agents, and employees shall be named as additional insured. The additional insured policy must be provided to the District within twenty (20) days of the event.

9. **Indemnification.** Permittee shall hold harmless, defend, and indemnify District and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Permittee's performance hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
10. **Clean Up.** The responsibility of clean-up shall include a thorough clean-up of the Park area on a regular basis, but in no event not less than once every day at closing time by Permittee. District Staff may assist with clean up, but will not be solely responsible for clean-up of the premises after event. If District Staff indicate that they WERE solely responsible for clean-up, a charge of \$250.00 will be invoiced to Calwa Boxing Club.
11. **Cancellation.** Permittee has no right to cancel this agreement, due to the date of acceptance of this agreement.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written.
13. **Amendment.** This Agreement shall not be amended, modified, revoked, or terminated, and no obligation, duty or liability of any party may be related, discharged, or waived except by a written instrument duly executed by the parties.
14. **Assignment.** The rights, duties, and obligations of this Agreement shall not be assigned or delegated by Permittee without the prior written consent of District, in its sole discretion. Any assignment which District has not consented to shall be fees that have been deferred shall become immediately due and payable. Except as expressly provided, this Agreement shall insure to the benefit of and bind all successors in interest to the Property.
15. **Attorneys' Fees.** In the event of any arbitration, legal action, or other proceeding between the parties with respect to this Agreement, or the use, enjoyment, operation, or condition of this Agreement (an "Action"), the prevailing party shall be entitled to payment from the non-prevailing party of its reasonable attorneys' fees, arbitration fees, court costs, and

litigation expenses, as without limitation, a party: (a) who agrees to dismiss an Action on the other party's performance of the covenants allegedly breached, (b) who obtains substantially the relief is has sought, or © against whom an Action is dismissed (with or without prejudice).

16. **Venue**. Any Action arising out of this Agreement shall be brought in Fresno County, Californian, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
17. **Recitals**. All recitals at the beginning of this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals.
18. **Headings**. The headings of the various sections of this Agreement are included solely for reference purposed and are not intended for any purpose whatsoever to modify, explain, or place any construction on any construction on any of the provisions of this Agreement.
19. **Counterparts**. The Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other party.
20. **Severability**. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

In Witness Whereof, the Parties have executed this Agreement as of the date last executed.

CALWA RECREATION AND PARK DISTRICT

Tim Chapa
District Administrator

Date: _____

CALWA BOXING CLUB

Elias Blajos
Calwa Boxing Club Coach

Date: _____



For the Meeting of: 04/16/2024
Agenda Item No.: E.3.

**CALWA RECREATION & PARK DISTRICT
REPORT TO THE BOARD**

TO: Board of Directors

FROM: Tim Chapa, District Administrator

SUBJECT: Park Rental Agreement for CBDIO's: La Guelaguetza Fresno 2024.

ATTACHMENT: Agreement

RECOMMENDATION:

That the Board receive report, discuss, and approve park rental agreement for CBDIO's: La Guelaguetza Fresno 2024.

SUMMARY:

The District has hosted this event in the last few years. It centers around the Oaxaca Indigenous culture and this event will showcase those traditions. The main draw for this event is the dancing and food. Event organizers stated that they expect to have a large variety of dancers showcasing the Oaxaca style and technique. The event hosts have stated that they will utilize the whole park and have food vendors, a stage for dancing showcases, retail vendors, resource booths, and more.

The difference this year is that they will be using the north soccer fields due to the fact that the center of the park will still be under renovation. In this case, they will not be using the hall. (They will use the hall as a cooling and changing station, it is stipulated in the contract that any personal items in the hall are not the responsibility of the District.)

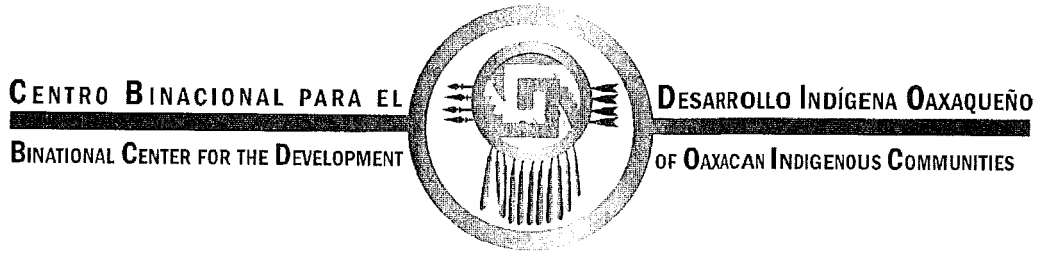
This event is expected to bring in 2,000 people over the course of the day. Staff parking will be within the parking lot and they have been directed to have staff/volunteer direct traffic. Participant parking will be along Florence and Barton. They are required to have restrooms, security, trash services, and all of those are within the contract. The deposit is \$500 and whole park rental is \$1,250.00 due to non-profit pricing.

REASON FOR RECOMMENDATION:

To approve park rental agreement for CBDIO's: La Guelaguetza Fresno 2024.

FISCAL IMPACT:

District will generate \$1,250 in park rental fees.



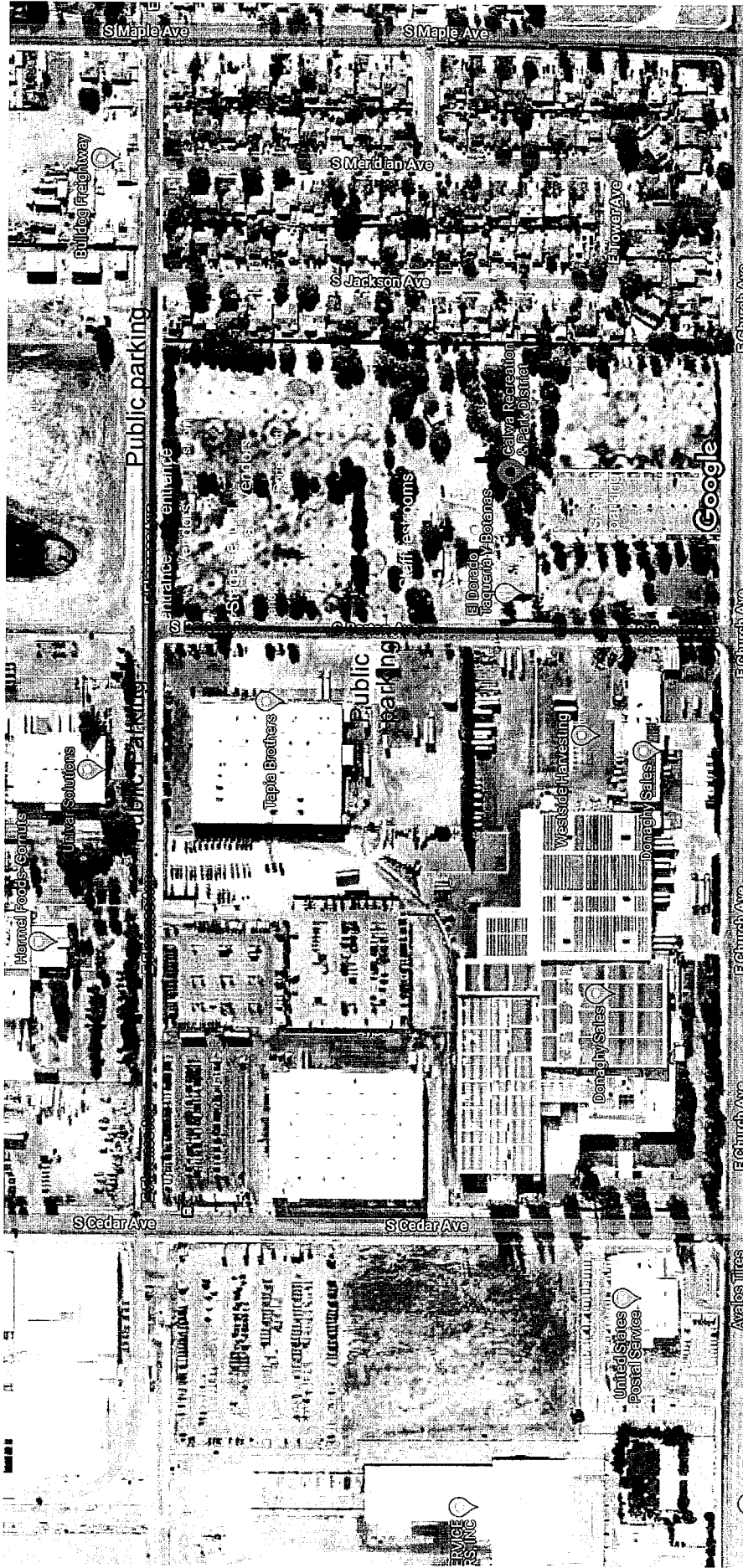
Event Name	Date
Guelaguetza 2024	September 29, 2024
Event Duration	Expected Attendees
5:00am-6:00pm	2,000

Purpose	For the past twenty-three years, the Guelaguetza Community-led Committee, Centro Binacional Para el Desarrollo Indígena Oaxaqueño, and Frente Indígena de Organizaciones Binacionales have successfully organized this millenary Indigenous festivity where colorful folkloric dances, traditional music, and Indigenous cuisine are showcased.
----------------	---

Goals & Objectives	The Guelaguetza is an important tradition for the Indigenous community in the region. It is a celebration that gathers over 2,000 people to show our culture and traditions.
-------------------------------	--

Event Schedule	<p><u>September 28, 2024</u> @ 6 pm - mark the space for vendors</p> <p><u>September 29, 2024</u> 5:00 am - Set up (stage, booths) 7:00 am - Volunteers arrive at park 8:00 am - Dancers arrive 9:00 am - Doors open for the public 10:00 am - Welcome and official opening 4:00pm - End of dances/show 5:00 pm-7:00 pm - Clean up</p>
-----------------------	--

Calwa Recreation & Park District





AGREEMENT BETWEEN CALWA RECREATION AND PARK DISTRICT AND CENTRO BINACIONAL PARA EL DESARROLLO INDIGENA OAXAQUENO

LA GALAGUETZA CULTURAL EVENT 2024

This Agreement ("Agreement") is made and entered into this 16th day of April 2024, by and between the Calwa Recreation and Park District, a special district (hereinafter called "District"), and Centro Binacional Para el Desarrollo Indigena Oaxaqueno ("CBDIO") (hereinafter called "Permittee")

RECITALS

- A. District provides groups with the opportunity to have special events; and
- B. Permittee has held a Guelaguetza in the past and is interested in holding a special event regarding Guelaguetza Festival on District Property; and
- C. District and Permittee wish to enter this Agreement to have Permittee hold the Guelaguetza at Calwa Park, also referenced as "Premises."

AGREEMENT

1. **Use of Park Location.** District gives permission to Permittee to use Calwa Park for its Guelaguetza ("Event"). The Event will be held on September 29, 2024 ("Event Days"). The Park shall be available on September 28th at 5:00 pm for set up, and the event shall take place at 9 am on September 29, 2024, with a takedown time on September 29, 2024, not to exceed 7 pm.
2. **Location and Site Plan.** A site plan which depicts where activities will take place and is attached hereto as Exhibit "A" and incorporated by reference. Only the areas shown on the Site Plan may be used.
3. **Payment.** Permittee shall pay the District as follows:
 - a. **Cleaning/Repair Deposit:** District shall provide the park a deposit of \$500. Failure to adhere to rules stated in Section 6. Terms and Conditions may result in a \$500 charge to the permittee which will be withdrawn from the deposit.
 - b. **Park Rental for the Event Days** shall be \$1,250.00. This Agreement shall not be effective and binding until signed by both parties and until the \$500.00 deposit payment is received by the District. The balance of \$1,250.00 shall be paid twenty (20) days before the Event Day date.

- i If assistance is needed from an employee using District Equipment, a cost of \$250.00 per day will be implemented, this charge will be withdrawn from \$500.00 deposit. District maintenance staff will be present to assist with supervision and normal daily work duties. “Normal work duties” are defined as restroom clean up, hall clean up, and trash pick up assistance.

4. **Contracts, Permits, and Licenses.**

- a. Permittee shall obtain and pay for all permits and licenses which Permittee may be required to obtain or pay for to carry on any and all of Permittee’s operations in connection with the Event. All permits and licenses must be submitted to the District Office twenty (20) days before the event.
- b. Permittee shall obtain insurance as required by Section 8 of this Agreement and shall provide a Certificate of Insurance to the District Office twenty (20) days before the Event Day.

5. **Operation.** During the term of this Agreement, Permittee shall manage and operate the Event. The Permittee must ensure that everyone leaves the premises by closing time. It is anticipated that 2,000 attendees (estimate) throughout the day, will attend the event.

6. **Terms and Conditions.** The Permittee is required to meet the following terms and conditions:

- a. Only the areas shown on the Site Plan will be used.
- b. Permittee shall obtain and pay for 4 security guards from a local firm. A copy of the contract with the security guard company must be submitted to the District Office by twenty (20) days before the Event Day.
- c. No alcohol, cigarettes, marijuana or unlawful drugs may be brought in and/or used on premises. Failure to implement this term may result in complete loss of deposit totaling \$500.00.
- d. The contact person must attend a “Walk Through” Inspection of premises with designated District personnel. The walk-through must be held before the day of event. The contact person must also attend walk-through inspection of premises after the event.
- e. Back restrooms, nearest the soccer fields will be open for dancers only. It is the responsibility of the Permittee to have 6 portable bathrooms available for this event. (Requirements may change based upon new estimates of attendees.)
 - (i) Hand washing or disinfectant stations must be present during event. At minimum, 2 stations.

- f. The District shall be notified immediately of any emergencies regarding serious injury to persons and to District facilities such as plumbing, electricity, structural damages, or dangerous conditions.
- g. No canopy or tent which utilizes drilling may be used on the District Parking lots, paved, or concrete areas.
- h. The Calwa Concession Stand shall be allowed to remain open during the event.
- i. The following contact person shall be present during the entire event:
 - (i) Name: Judith Martinez
 - (ii) Mobile Phone: 559-759-1562
 - (iii) Address: 2911 Tulare Street Fresno, Ca 93721
 - (iv) Email Address: judith@centrobinacional.org
- j. Any repairs to the Premises shall be made within ten (10) days after the Event has been completed.
- k. All activities will be subject to park rules and will be enforced by Calwa Park personnel. However, Permittee is responsible for ensuring that park rules and the terms and conditions of this Agreement are met.
- l. Failure to comply with Calwa Park Rules and Regulations will result in early termination of the Event and forfeiture of all fees and deposits paid to Calwa Recreation and Park District. A copy of the Calwa Park Rules and Regulations has been provided to Permittee.
- m. The Permittee will forfeit the right to use Park premises and/or facilities for any breach of this Agreement.
- n. No vehicles will be allowed on District grass areas, except for driving outside the field areas for setup and takedown. Otherwise all vehicles must remain in the District's parking lot or designated areas along Barton and Florence Avenues.
- o. District is allowed to capture photos and video and showcase on Districts social media or District website for promotional/marketing purposes.
- p. Trash bin rental is required. Size is dependent on the amount of waste the Permittee is estimating. Proof of rental is required ten (10) days before the event and the rental must be scheduled for pick up no later than 48 hours after completion of event, failure to have rental picked up within the 48 hours will result in a \$75 charge removed from the deposit.
- q. District will permit marking areas for vendors. Marking will take place on green

grass areas ONLY and spray paint is permitted. Areas NOT ALLOWED FOR MARKING include concrete, paved parking lots, foundation picnic structures, or other stationary structures.

- r. Water access will only be found behind District Concession Stand, no additional hoses are allowed to be installed.
 - s. Waste from food vendors must be disposed of in waste bins provided by Permittee.
 - t. Permittee will be charging small entrance fee to the public.
 - u. Electricity is not available in the Field areas to be rented. Generators must be used as necessary.
7. **Default.** If Permittee fails to make payments as set forth in this Agreement, District will consider that a breach of the Agreement. If Permittee fails to deliver required permits and contracts per the Agreement, District will consider that a breach of the Agreement and the Event may not be held.
8. **Insurance.** During the term of this Agreement, Permittee shall maintain public liability, property damage, and workers' compensation insurance for injuries to persons or damages to property related to the operation of the Guelaguetza including set up and persons or damages to property related to the operation of the Guelaguetza including set up and take down activities pursuant to this Agreement. Coverage shall be at least as broad as Insurance Services from CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury, and personal injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies with the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. The District and its principals, agents, and employees shall be named as additional insured. The additional insured policy must be provided to the District within twenty (20) days of the event.
9. **Indemnification.** Permittee shall hold harmless, defend, and indemnify District and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Permittee's performance hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
10. **Clean Up.** The responsibility of clean-up shall include a thorough clean-up of the Park area on a regular basis, but in no event not less than once every day at closing time by Permittee. District Staff may assist with clean up, but will not be solely responsible for clean-up of the premises after event. If District Staff indicate that they WERE solely responsible for clean-up, a charge of \$250.00 will be invoiced to Guelaguetza.
11. **Cancellation.** Permittee will have twenty (20) days before the date of event to cancel

without penalty. If Permittee subsequently cancels the event a \$250 cancelation fee will be implemented and removed from deposit.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written.
13. **Amendment.** This Agreement shall not be amended, modified, revoked, or terminated, and no obligation, duty or liability of any party may be related, discharged, or waived except by a written instrument duly executed by the parties.
14. **Assignment.** The rights, duties, and obligations of this Agreement shall not be assigned or delegated by Permittee without the prior written consent of District, in its sole discretion. Any assignment which District has not consented to shall be fees that have been deferred shall become immediately due and payable. Except as expressly provided, this Agreement shall insure to the benefit of and bind all successors in interest to the Property.
15. **Attorneys' Fees.** In the event of any arbitration, legal action, or other proceeding between the parties with respect to this Agreement, or the use, enjoyment, operation, or condition of this Agreement (an "Action"), the prevailing party shall be entitled to payment from the non-prevailing party of its reasonable attorneys' fees, arbitration fees, court costs, and litigation expenses, as without limitation, a party: (a) who agrees to dismiss an Action on the other party's performance of the covenants allegedly breached, (b) who obtains substantially the relief is has sought, or © against whom an Action is dismissed (with or without prejudice).
16. **Venue.** Any Action arising out of this Agreement shall be brought in Fresno County, Californian, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
17. **Recitals.** All recitals at the beginning of this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals.
18. **Headings.** The headings of the various sections of this Agreement are included solely for reference purposed and are not intended for any purpose whatsoever to modify, explain, or place any construction on any construction on any of the provisions of this Agreement.
19. **Counterparts.** The Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other party.
20. **Severability.** If any of the provisions contained in this Agreement are for any reason held

invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

In Witness Whereof, the Parties have executed this Agreement as of the date last executed.

CALWA RECREATION AND PARK DISTRICT

Tim Chapa
District Administrator

Date: _____

Centro Binacional Para el Desarrollo Indigena Oaxaqueno (“CBDIO”)

Judith Martinez
Special Projects Coordinator

Date: _____

Calwa Recreation and Park District

DA Park Updates

4/16/24

Staff

Our Community Events and Program staff, Brenda Castillo, resigned her position on 4/11/24. Brenda's school work became priority and she had to let go of the part time job. We'll look at opening a recruitment, in the meantime our other part time staff, Gaby Gutierrez, will be picking up additional hours.

The Mid-Year Budget will be presented at the May meeting as well as the FY22/23 Audit. The FY 24/25 Budget will be presented at the June meeting.

Events

Zumba Kids program will be impacted by Brenda's resignation, as well as Tot Soccer.

Food distributions are continuing every 2nd and 4th Wednesday, and are well attended.

Projects

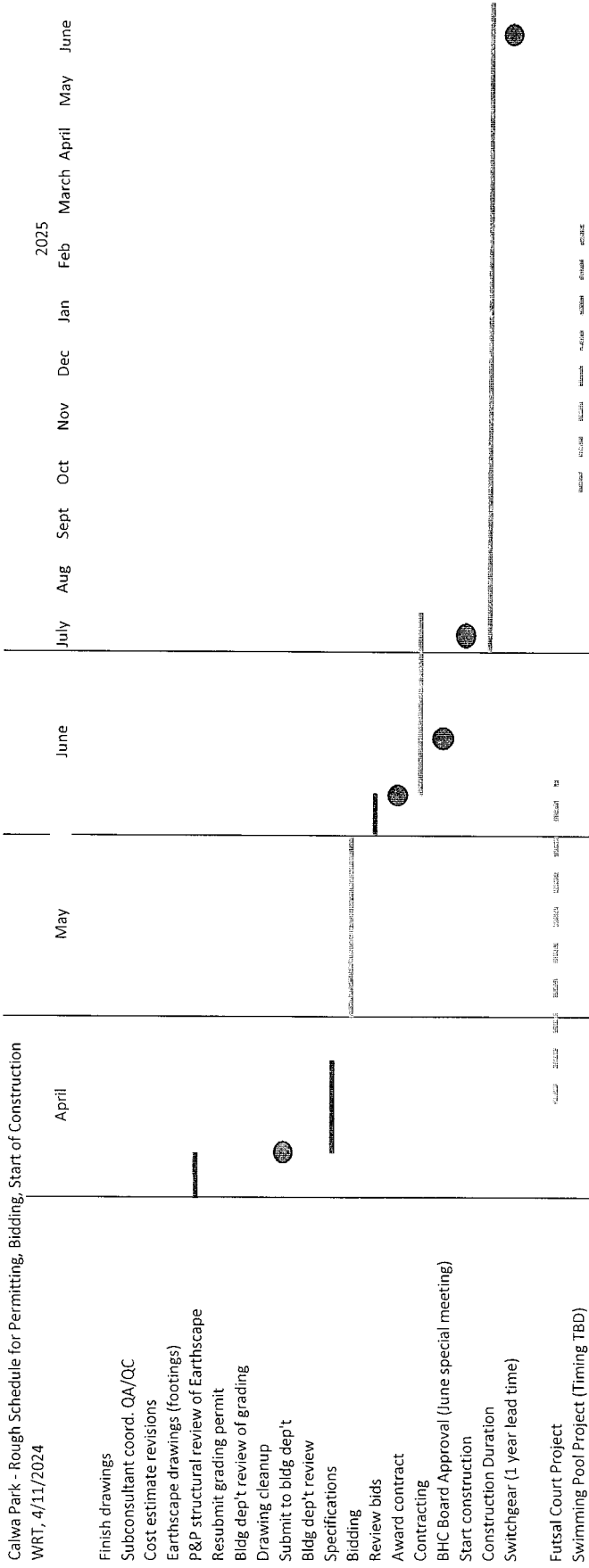
Miscellaneous. We continue to have vandalism, with the front water fountain being removed off it's hinges – staff is in the process of ordering a new fountain. Also, I met with Fresno PD to discuss the robberies that occurred recently at the Recycling Center. Recommendations were made to install a new camera system – the new system has been installed, I am just awaiting a second visit with Fresno PD to determine that the new system is sufficient. Additionally, the vent system at the Snack Bar has failed and we are securing quotes for its repair – it could be that I need to make an emergency repair as the vent is required to be operational per Health Department requirements.

BHC Renovation Project. FYI, I just had my monthly update meeting on the Prop 68 Renovation project and the project is just about ready to go to bid. The updated schedule is attached, and reflects a groundbreaking event in June with construction beginning in July.

Pool Project. The utility investigation was done this last week, and we expect full CAD drawings in about two weeks. Once complete, we will use that information to revise and update the design. The updated design will then be used to issue a new RFP for the project.

Futsal Project. Once the electrical work for the lighting is complete, we will issue bids for the site preparation (all concrete or asphalt/concrete) as well as the field installation.

Calwa Park - Rough Schedule for Permitting, Bidding, Start of Construction
WRT, 4/11/2024



Futsal Court Project
Swimming Pool Project (Timing TBD)