

CALWA RECREATION & PARK DISTRICT MEETING AGENDA

www.calwarecreation.org

REGULAR BOARD MEETING NOTICE AND AGENDA April 20, 2021 TIME – 5:30 P.M.

IMPORTANT NOTE:

- Residents may participate via Zoom by entering meeting code: 442 630 5086
- Comments will also be accepted by email at Info@calwarecreation.org

BOARD CHAIRPERSON

Esmeralda Zamora, Chair

DISTRICT ADMINISTRATOR

Adam Ramos

BOARD VICE CHAIR

Raul Guerra Vice Chair

DISTRICT COUNSEL

Hilda Cantú Montoy

BOARD MEMBERS

Jose Luis Sanchez, Board Member Laura Garcia, Board Member Mary L. Rosales, Board Member

The Calwa Recreation and Park District Board of Directors welcomes you to its meetings and encourages you to participate. This agenda contains a brief general description of each item that will be considered by the Board. All participants who call in 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

- A. INVOCATION AND FLAG SALUTE
- B. APPROVAL OF AGENDA
- C. PUBLIC COMMENTS

Members of the public wishing to address the District may do so when the item is called. In order to allow time for all comments, each individual is limited to three minutes, with a fifteen (15) minute maximum per group, per item, per meeting. 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. All speakers are requested to wait until recognized by the Board Chair.

D. OLD BUSINESS

- 1. Prop 68 Financial Workshop Presentation Discussion and direction from Board. (Action) Presented by WRT and Sheila Hakimipour.
- 2. COVID-19 Update Discussion and Direction by Board on any potential changes to Park Operations (Action)

 Presented By: DA Pages (4-12)

E. NEW BUSINESS

- 1. Update on Swimming Pool Project (Informational)

 Presented By: DA Pages (13-14)
- 2 Bank Account information (all accounts) (Informational)
 Presented By: DA Pages (15-22)
- 3. Approval of Board Meeting Minutes (Action) Minutes- April 20, 2021 Pages (23-29)
- 4. Consider approval of purchase of Point-of-Sale device from Clover and Square. (Action)

 Presented By: DA Pages (30-40)
- 5. Discussion of Potential Accounting Service Contract with CPA Firms
 (Action)

 Presented By: DA Pages (41-42)
- 6. Consider Approval of Security Alarm Proposal with Amerigaurd (Action)

 Presented By: DA Pages (43-44)
- 7. Approval of Updated Calwa Recycling Center Lease Agreement (Action)

 Presented By: DA Pages (45-56)
- 8. District Administrator Report (Informational)

 Presented By: DA

- A. CLOSED SESSION
- B. REPORT OF FINAL ACTIONS TAKEN IN CLOSED SESSION
- C. ADJOURNMENT

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. However, due to current COVID-19 emergency, the office is closed. 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.

NEXT REGULAR MEETING:

May 18, 2021

Certification of Posting

State of California County of Fresno Calwa Recreation and Park District

I declare under penalty of perjury that I am employed by the Calwa Recreation and Park District and that I posted this Agenda on the bulletin board in the Calwa Recreation District Office, on the front door window of the District Office, and on the website at www.galwareareation.org on April 15, 2021.

Agenda Date: 04/20/2021 Board of Directors Meeting



Calwa Recreation and Park District Board of Directors

Information Packet

(ITEMS)

AGENDA 4/20/21 OLD BUSINESS: D-1

Prop 68 Financial Workshop Presentation Discussion and Direction from Board. (Action) Presented By: WRT and Sheila Hakimipour and Sara Mares NBS.

Contents of Supplement: Provide WRT/NBS Financial Power Point Presentation, consists of 10 pages and slides regarding Prop 68 and Master Plan financials.

Project Description: Prop 68 is a 6.6 million dollar park renovation project awarding to Calwa Recreation and Park District. This PowerPoint presentation, provided by NBS and WRT will assist Calwa Recreation and Park District in acquiring future grants, funding, and also establish a financial longevity plan on how the park can sustain these park upgrades into the future.

See attached documents for Power Point Presentation.

Park Financing & Funding Calwa Recreation & Park District

Sara Mares April 20, 2021





Agenda

Legislative and Fiscal Context

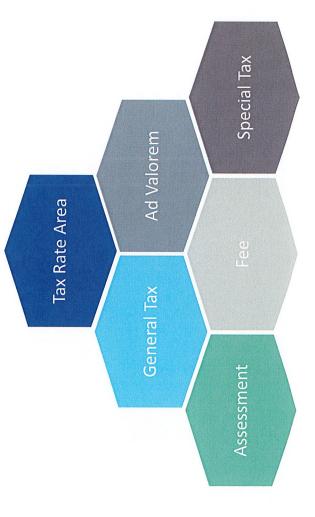
Capital Financing Options

O&M Funding Options

Questions?



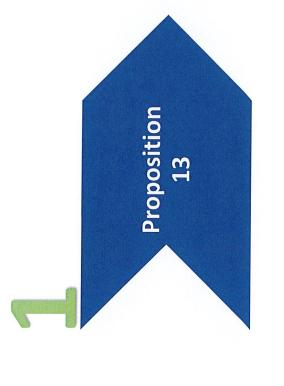




Definitions

3

Legislative and Fiscal Context



A Initiative 1978

Assessed Value
B increase limited to
2% a year

1% rate cap on ad valorem property tax

CA Constitution Article XIII A



Legislative and Fiscal Context

Proposition 218

A Voter approved initiative 1996

Strict rules on benefit assessments, Engineer's Report

 ∞

Government owned property not exempt

O

Protest Ballot Proceeding

E | CA Constitution | Article XIII C & D



Legislative and Fiscal Context

A Voter approved initiative 2010

Adds definition of "tax" to CA Constitution

 ∞

"Tax" excludes various charges, including fees and assessments

Proposition

56

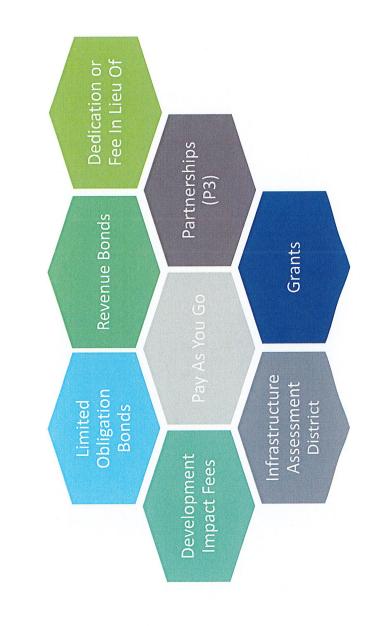
General Tax requires majority vote, Special Tax requires 2/3 vote

CA Constitution Article XIII C & D

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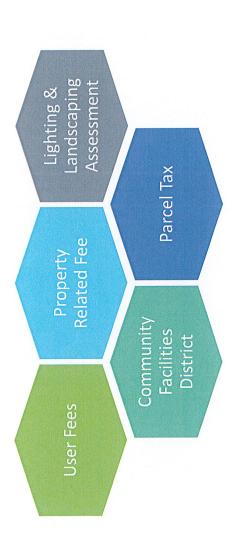
Capital Financing Options







Maintenance and Operation Funding



Community Facilities District

Reasonable special tax methodology Mello-Roos Community Facilities Act "Additional" services if landowner Government Code Sec. 53311 and vote, any services if voter vote and apportionment following of 1982 4 ∞ O **CFD Act**



Community Facilities Districts

Not Benefit Based

- Reasonable metrics
- Achieves local goals and policies
- landowner vote "Additional" Services if
- Any services if voter

Mechanism Approval

- Registered voter approved
- OR
- CFD landowner vote(s)
- 2/3 votes in favor

Sample List of

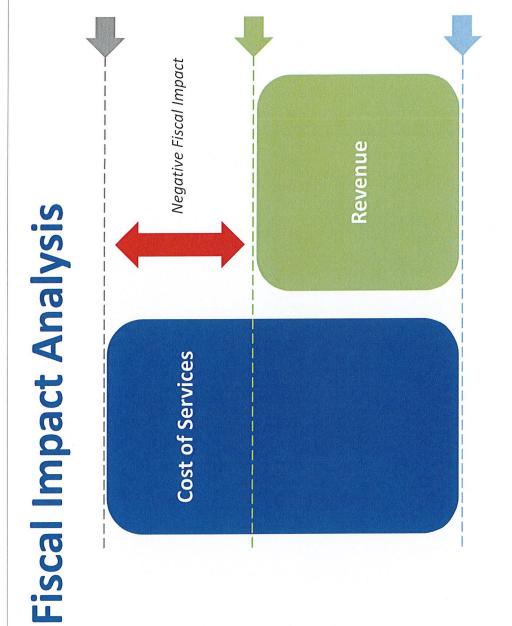
- Services
- Police and Fire
- space maintenance Park, road, open
- protection system maintenance Flood/storm

Sample List of **Facilities**

- Parks, parkways & open space
- protection system Flood/storm
- Public facilities with useful life of 5+ years







Questions and Comments



Sara Mares

Director

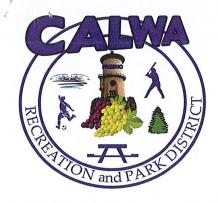


800.676.7516



smares@nbsgov.com





Calwa Recreation and Park District

OFFICE OF DISTRICT ADMINISTRATOR PHONE (559) 264-6867 · CELL (559) 476-9309 4545 E. CHURCH AVENUE FRESNO, CALIFORNIA 93725

Calwa Recreation and Park District April 20th Agenda Item Report

Meeting Date: 4/20/2021

Agenda Item: D-2

Wording for Agenda: COVID-19 Update-Discussion and Direction by Board on any Potential Changes to Park Operations (Action) Presented By: DA

Submitting: District Administrator

Contact Name & Phone: Adam J. Ramos 559-264-6867

DA Recommendation: Open to the public with limited hours of operations and new COVID Protocols in place. Suggested hours of operations will be Mon-Fri 8am-5pm and Sat-Sun 8am-5pm. Suggested opening date: Monday, 05/24/2021. Limitations: no park rentals which include picnic areas, Zumba indoors classes, and hall rentals.

Summary/Background: As of 4/13/21 according to the Fresno County Metrics our positivity rate is at 3.5 which put us into the orange tier aka "Moderate". Board members did inquire during the last board meeting on what procedures Malaga Recreation Park were implementing and after conversing with their team, they were open to the public as of March 29th 2021. They were taking rentals for dates requested after July of 2021 and were not allowing field rentals. They also stated that they were closing off a section of the parking lot. After evaluating Malaga's Procedures, Fresno County, and City of Fresno Recreation Department, new protocols are listed in the "New COVID Procedures for Calwa Park".

NEW COVID Opening Procedures for Calwa Park:

Staff: all staff, while the park is open to the public, will need to wear a <u>face covering</u> while clocked in at all times. When interacting in the public staff and park vendors must always remain <u>physically 6 feet</u> away from one another. Employees are allowed to remove their face masks when: an employee is alone in a room such as their office or a conference room, while eating/drinking in the workplace provided that a 6 feet distance and outdoors, if indoors solo lunch hours are recommended.

Signage: Signs are posted throughout the entire park targeting entrances which include: front fencing entrance, back fencing entrance, restrooms, playground equipment, offices, picnic areas, etc. Potential Costs: Printing Services on Plastic Signs Est: \$150.00

Cleaning/Disinfecting: Intense cleaning practices are implemented, including rigorous routine cleanings/disinfection of offices, work surfaces, equipment, bathrooms, break rooms, outdoor picnic tables, and other equipment or surfaces used by staff and community members.

Restrooms Office/Public: No limitations for indoor restrooms since staff will only have access to these restrooms-protocols will be followed. Public/Outdoor Restrooms will follow heavy cleaning schedules and be limited, one stall will be available only for each restroom to encourage a single use, single person use.

Youth Sports/Programs: TBD as of now, not offering at Calwa Park.

Water Fountains: Will remain shut off and encourage reusable water bottle use.

Offices: Offices will remain closed to the public and staff will respond to inquiries in person through phone calls to the office ONLY.

Playground Equipment: Limit the number of children on the equipment and the equipment itself. For example: we make available only half the swings, and number limits on the playground equipment such as the Submarine. If the users of the equipment are all related and from the same household then they would not need to be limited to use restrictions.

Use of Soccer Fields/Basketball Courts: Moderate "Orange" Tier allows outdoor high contact sports to resume such as: basketball, football, rugby, and soccer. Face coverings worn by participants during practice, conditioning and during competition, even during heavy exertion as tolerated. See the American Academy of Pediatrics Interim Guidance on Return to Sports [1] for specific exceptions where the face covering may become a hazard. Face coverings to be worn by coaches, support staff and observers always, and in compliance with the CDPH Guidance for the Use of Face Coverings. See attached documents.

COVID Equipment Needed: purchasing touchless hand sanitizer dispensers for office, new south end restrooms, one by the snack bar, and one in a picnic area. These are free standing devices as pictured in the support document. We are looking to purchase 4 at \$69.95/each bringing our costs to \$279.80. We will also need sanitizer gel for each device on a consistent bases that reoccurring expense will be 34.95/gallon of sanitizing gel, weekly use of 3 gallons a week at \$105/week. Personal protective equipment for staff or public will be donated by local non-profits such as UFW Foundation and includes protective masks and small personal sanitizing bottles. Will purchase social distancing stickers for a 30-pack will be \$14.88. Disinfectant Fogger Sanitizer will be \$120.00 and will need to purchase Plug Valves Drinking Fountain Lockout Kits at \$49.45 each (not really needed but can remove water heads if need be).

TOTAL EST OPENING COSTS: \$550.00

TOTAL EST REOCCURING COSTS: \$175/MONTH (sanitizing gel, replacement costs of potential damages/theft of free standing devices).

• Youths recovering from COVID-19 will have different paths to return to sports based on the severity of their illness. See the American Academy of Pediatrics Interim Guidance on Return to Sports [1] for additional guidance for more serious infections.

Vaccination of Eligible Households

Sports participants, including coaches and support staff, are strongly encouraged to be vaccinated once
eligible as vaccines will protect residents and reduce the likelihood of transmission from infected persons to
others.

Table: Youth and Adult Recreational Sports* Permitted by Current Tier of County**

Widespread Tier (Purple) Substantial Tier (Red) Moderate Tier (Orange) Minimal Tier (Yellow)

1 2 3 4

Outdoor low-contact sports	Outdoor moderate- contact sports	Outdoor high-contact sports	Indoor moderate-contact
		-	
 Skeet shooting Skiing and snowboarding Snowshoeing Swimming and diving Tennis (singles) Track and field 			

*Play in Less Restrictive Tiers: Outdoor High-Contact Sports

Outdoor high-contact sports (orange tier) can be played in the purple or red tier with an adjusted case rate equal to or less than 14 per 100,000 under the following conditions:

Implement and strictly adhere to the following additional general guidance:

Informed Consent

Walking and hiking

• Testing – antigen or PCR (regular and postseason antigen or PCR testing of sports participants and coaches weekly. If competing, testing performed with test results made available within 24 hours of play)

Note: The testing requirement above shall only apply in the following situations:

- For football, rugby and water polo as these are high contact sports that are likely to be played unmasked at times, with close, face to face contact exceeding 15 minutes.
- When adjusted case rates for the county are between 14-7 per 100,000.
- For sport participants 13 years of age or above as evidence shows that younger children do not seem to be major sources of transmission—either to each other or to adults.
- *If more than 50% of a team's participants are less than the age of 13 (and are not required to test per the above), then the entire team is exempted from the testing requirement. Coaches, however, will still be required to meet the testing requirement.

Additional general guidance that should be implemented to the greatest extent possible and are strongly encouraged

- Face Coverings (during play)
- Physical Distancing (during play)
- Testing antigen or PCR
- Hygiene and Sanitation
- Limitations on mixing by participants
- Travel Considerations

*Play in Less Restrictive Tiers: Outdoor Moderate-Contact Sports

Outdoor moderate-contact sports (red tier) can be played in the purple tier with an adjusted case rate equal to or less than 14 per 100,000 under the following conditions:

Implement and strictly adhere to the following additional general guidance:

• Informed Consent

Additional general guidance that should be implemented to the greatest extent possible and are strongly encouraged

- Face Coverings (during play)
- Physical Distancing (during play)
- Hygiene and Sanitation
- Limitations on mixing by participants
- Travel Considerations

If competition for high- and moderate-contact sports is permitted to resume in a county pursuant to this updated guidance, competition is not required to cease if the county's adjusted case rate exceeds the 14 per 100,000 threshold.

**Conditions for Return to Play if Not Otherwise Authorized

A team in any sport, including indoor sports, may return to competition and contact practice at any time (i.e., earlier than otherwise authorized by this Guidance), if the team adheres the additional requirements imposed on collegiate sports, as specified in the Institutions of Higher Education Guidance, dated September 30, 2020. For ease of reference, the requirements from that Guidance, as applicable to this sector, are summarized below.

Testing

• Regular periodic COVID-19 testing of athletes and support staff must be established and implemented prior to return to practice (other than the "[p]hysical conditioning, practice, skill-building, and training that can be conducted outdoors, with 6 feet of physical distancing, and within stable cohorts" that is currently authorized in all tiers).



- This includes baseline testing and ongoing screening testing. Based on current evidence and standards, both daily antigen testing and periodic PCR testing are acceptable testing methods for both baseline and ongoing screening testing.
 - If following a daily antigen testing protocol, the protocol must begin with a PCR test followed by daily antigen testing. Any positive antigen test must trigger a PCR test for confirmation. PCR testing is required for symptomatic athletes and staff and should be conducted within 24 hours of symptoms being reported.
- For high-risk contact sports (basketball, field hockey, football, ice hockey, lacrosse, rowing, rugby, soccer, squash, volleyball, water polo, and wrestling), competition between teams is permitted only if the team can provide COVID-19 testing and results of all athletes and support staff within 48 hours of each competition.

Return to Play Safety Plan

- A school must adopt, and its teams follow (or if a team operates independent from a school, the team must adopt and follow) a school-specific (or team-specific, as applicable) 'return to play' safety plan.
- Consistent with requirements imposed by the National Collegiate Athletic Association (NCAA), athletes are not required to waive their legal rights regarding COVID-19 as a condition of athletics participation.
- In conjunction with local public health officials and contact tracers, schools (or teams, as applicable) must have in place a mechanism for notifying other schools (or teams, as applicable) should an athlete from one team test positive within 48 hours after competition with another team.
- A school (or team, as applicable) must evaluate the availability of, and accessibility to, local contact tracing resources. Where the availability of local contact tracing resources is inadequate, schools (or a team, as applicable) must train on-site personnel or procure contact tracing resources.

Site Specific Plan

- A school (or if a team operates independent from a school, the team) must establish a written, facility-specific COVID-19 prevention plan at every facility, perform a comprehensive risk assessment of all work and athletic areas, and designate a person at each facility to implement the plan.
- A school (or if a team, operates independent from a school, the team) must designate a person responsible for responding to COVID-19 concerns for athletics overall, and for each team or sport, as applicable.
- A school (or if a team operates independent from a school, the team) must train and communicate with workers, worker representatives (as applicable), and athletes on the plan and make the plan available to workers and their representatives.
- A school (or if a team operates independent from a school, the team) must regularly evaluate the facility for compliance with the plan and document and correct deficiencies identified.

Other Individual Control and Screening

- A school (or if a team operates independent from a school, the team) must provide symptom and health screenings for all workers and athletes entering the facility or event. Make sure the temperature/symptom screener avoids close contact with workers or athletes to the extent possible.
- If requiring self-screening at home, which is an appropriate alternative to providing it at the establishment, the school (or team, as appropriate) must ensure that screening was performed prior to the worker or athlete leaving home and follows CDC guidelines.

Isolation and Quarantine

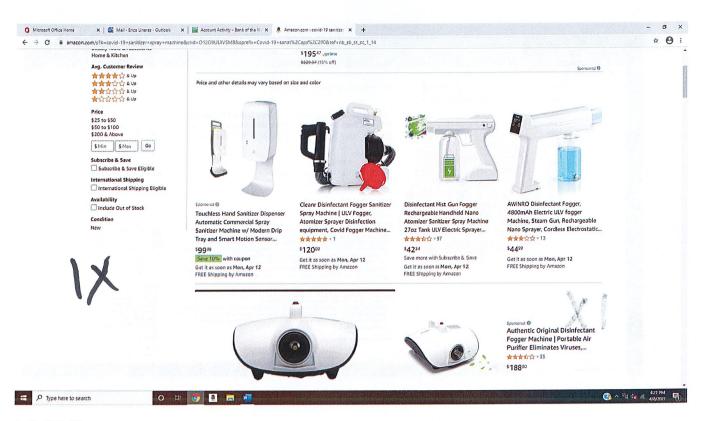
- To participate in moderate- and high-contact sports practice or competition, a school (or if a team operates independent from a school, the team), athletes must commit to adherence with appropriate isolation and quarantine procedures.
- All symptomatic athletes and staff must remain in isolation until test results are available, and repeat testing should be considered if initial testing is negative and symptoms continue and are consistent with COVID-19 symptoms.
- All athletes and staff who test positive or are clinically diagnosed with COVID-19 disease must isolate:



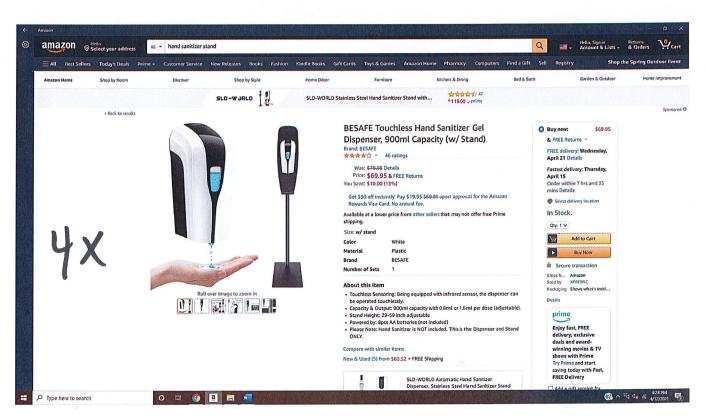
COVID-19 Adult and Youth Recreational Sports Attestation Form

I understand sports listed as hig	gh contact sports (either indoors or outdoors	s) by CDPH have testing
Guidance. I understand that an informed of participant/student before part	by CDPH's Outdoor and Indoor Youth Recrea	ed by each r high-contact sport.
Please check and sign below:	La CDDIV. Out la caracte de Novel 2	sations of Androla Connector
Email completed forms to dph@fresnoc Attestation Form," with your organizations agree to comply with all CDPH's Outdoo	is form to the Fresno County Department of countyca.gov with "COVID-19 Adult and Yout on name and address in the subject line. By or and Indoor Youth Recreational Adult Sport to provide FCDPH information verifying con	th Recreational Sports completing this form, you as Guidance and the
 Cleaning stations Cohorting of participating team Observers/Fans- including plan distribution if applicable, and collaboration will be reviewed and approved on 	to minimize gatherings for awards/presenta ohorting	ations and food
	ne start of, and after the competition	
scheduled to compete on the same day how you will comply with CDPH guidand	petition with more than two teams, or with at the same facility, you must additionally see that at least addresses the following elem	send a detailed plan of
Sports Guidance (<u>https://www.cdph.ca.</u> recreational-sports.aspx).	lic Health's (CDPH) Outdoor and Indoor Yout .gov/Programs/CID/DCDC/Pages/COVID-19/	outdoor-indoor-
	etween two teams), leaders of agency must lic Health's (CDPH) Outdoor and Indoor Yout	
Sports (if multiple, please add additiona	al pages):	
Organization/Agency Address:		
Organization/Agency Name:		

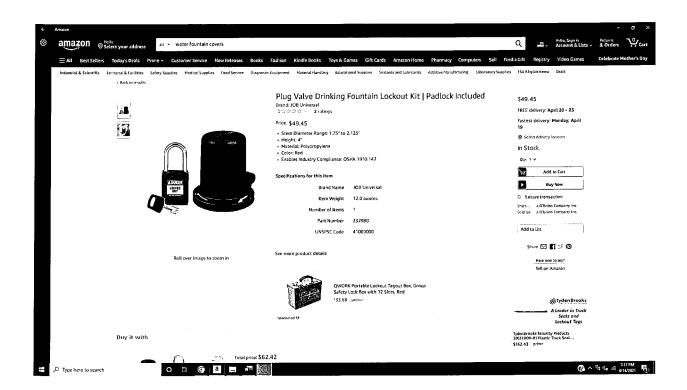




1@120.00



69.95x4=279.80





Updated Expense Report: April 13th 2021

Vendor	Services Rendered	Date	Cost	Invoice Number	Paid and Filed (Y/N)
C-III	Skimmers Autofill Rough	12/20/20	\$18,074.26	408	Y
	Plumbing/Electrical Forming of pool @				
	grade				
Precision Civil	Topographic Survey	10/13/20	\$2,900.00	0001	Y
Engineering		11/01/10	0460.00	25106	- N
Yellow Dog Signs	Groundbreaking Banner	11/21/19	\$160.00	27486	Y
& Graphics	D CC I D I	10/05/10	#40.000.00	200	Y
C-III Construction	Demo of Calwa Pool	12/25/19	\$48,000.00	390	1
Inc.	Demo of concrete deck Remove/haul debris				
C-III Construction	Removal, haul of palm	12/25/19	\$2,820.00	390	Y
Inc.	tree stump	12/23/19	\$2,020.00	350	
C-III Construction	Permit for demo of pool	12/25/19	\$709.00	392	Y
Inc.	Termit for delito of poor	12/23/17	\$700.00	3,2	_
C-III Construction	Pool import/fill old pool	09/10/20	\$22,500.00	400	Y
Inc.	section compact grade	09/10/20	\$22,300.00	1400	1
me.	Cut/grade new depths				
City of Fresno	Permit Permit	8/17/20	\$334.25	Transaction ID:	Y
		6/17/20		126241759	
CMG Construction	Allred Engineering	10/13/20	\$6,000.00	10006	Y Pd to CMG
Mg. Inc		Services Applied: 01/21/20			1/19/21
	Steel Structural Per Plan		\$13,479.00	410	
C-III Construction	Steel increase in price	1/14/21			Y
Inc.	22.7%				
			\$39,624.00	413	
	Gunite Pool, Masonite	2/05/2021	\$8,328.00	414	Y (Stop#
C-III Construction	Park Pool Tile	(reissued)			209173433)
Inc.		02/23/21			Y
C-III Construction		2/19/21			
Inc.					
Total Donations			\$168,700.00		
Received:					
Totals Spent:			\$162,928.51		
Remaining Budget:			\$5,771.49		
Remaining	Pool Coping	EST COSTS	\$3,840.00		
Expenses:	Handicap Lift		\$5,200.00		
(Rough)	Pool Concrete		\$19,296.00		
	Pool Plastering		\$31,750.00		
	Fence		\$28,949.00		
	Pool Equipment		\$27,682.00		
	TOTALS		\$111,517.00		

Fwd: Calwa Park Pool Remaining Cost

C-III Construction Inc <lbr/>lbrosi@c-iiiconstruction.com>

Mon 4/12/2021 2:15 PM

To: Adam Ramos <adam@calwarecreation.org>; Ari Martinez <hamartinez@fresnocountyca.gov>; Mike Kludjian <mkludjian@gmail.com>

Cc: Sal Quintero <salquintero@fresnocountyca.gov>; Louis Brosi III <lbrosi@c-iiiconstruction.com>

Adam I am sorry I thought you were on this. I also have a local fence company willing to donate 1/2 of fence cost so the fence number can be as low as \$18,000 for wrought iron around the pool with required panic hardware that would allow the pool to be compliant without all of the work to the office area that accesses the pool.

Louis Brosi C-III Construction Inc Office 559.229.1900 Cell 559.999.2800 Fax 866.248.4783

Begin forwarded message:

From: C-III Construction Inc <lbr/>lbrosi@c-iiiconstruction.com>

Date: April 12, 2021 at 2:05:59 PM PDT

To: Mike Kludjian <mkludjian@gmail.com>, Ari Martinez

<hamartinez@fresnocountyca.gov>

Cc: Sal Quintero <salquintero@fresnocountyca.gov>

Subject: Calwa Park Pool Remaining Cost

I hope this note finds you all well. The following are remaining cost for the pool. Please remember that the equipment and the fence were under the guise of another source.

Pool Coping \$3,840 bid 7/19/19 Pool Concrete \$19,296 bid 7/19/19 Plaster \$31,750 bid 8/15/19

Original bids were dated per

Above both trades have experienced price increased as it's been over 18 months.

The fence bid and equipment that I received following direction in January of this year are only good until mod June.

Fence \$28,949 Equipment \$27,682

Louis Brosi C-III Construction Inc

March EST VS ACT REPORT EST ACT DIFF **Employee Cost** * = Under 15547 10895.19 4651.81* Employee Salaries **=Over 2092.27** Payroll Taxes 1392 3484.27 Payroll Fees 208 145.02 62.98* Director Stipends 500 500 Workers Comp HR Misc. 144* 144 15024.48 6951.06 TOTALS 17791 Operations Expenses EST DIFF ACT Audit 25 Bank Fees 25 *588.07 211.93 Cleaning Supplies 800 District Counsel 1000 510 *490 Board Elections lo 823.05 *1976.95 Electricity 2800 100.35 *29.65 Equipment Fuel 130 *225 Event Costs 225 0 Fresno Co Service Fees 0 0 0 Liability Insurance *73.67 136.33 Internet 210 Landline Phone 160 183.48 **23.48 **2.02 122.02 Mobile Phone 120 Memberships 0 Mileage 0 0 *275 275 0 Office Equipment *223.77 Office Supplies 270 46.23 Professional Development 0 0 Recreation Programs 308 0 *308 Repairs and MT 5000 968.68 *4031.32 *350 350 Security Security Monitoring System 10 *10 100 884.96 **784.96 Technology Services **52.64 Trash Disposal 250 302.64 *212.47 Vehicle Leasing/Financing 375 162.53 1500 1746.88 **246.88 Water 763.84 COVID Vaccine Expense *** NA

NΑ

39624

46611.92

13908

District Income	Source	Amount
	Stop Check Credit Bank	35
	Stop Check Credit Bank	35
	Valued Customer Rebate	25
	Power Business (Printer Lease Buyout)	1079
	SDRMA Claim Check	6554.06
	TOTALS	7728.06

Pool Expense ***

TOTALS

march : REV ... 81

	-24.23	POS	Postage & Shipping	Miscellaneous	POS 500241 USPS PO 0 2382 S FRESNO CA ##3381	3/31/2021
6554.06		CREDIT	Groceries	Household	POS 426776 TARGET T- 900 Sha Clovis CA ##3381	3/30/2021
	-14.99	CBEDIT	Uncategorized	Uncategorized	CREDIT REMOTE DEP TO CHECKING ***-**6408	3/29/2021
	-600	POS O	Telephone	Bills & Utilities	POS ZOOM.US 888-799-9666 SAN JOSE CA ON 210328 #3381	3/29/2021
	-14.99	Pos Co	Office Supplies	Business & Office	POS MICROSOFT MSBILL.INFO MSBILL.INFO WA ON 210328 #3381	3/29/2021
	-99	000	Shonning	Entertainment	POS ADOBE *800-833-6687 ADOBE.LY/ENUS CA ON 210328 #3381	3/29/2021
	-510	DIRECIDEBII	Internet	Bills & Utilities	POS SPACE EXPLORATION TECH 3106829683 CA ON 210326 #3381	3/26/2021
	-469	CHECK	Uncategorized	Uncategorized	DIRECTDEBIT MONTOY LAW CORPO ONLINE PMT 032621 CKF412279708POS CCD	3/26/2021
	-154.11	DIRECTDEBIT	Uncategorized	Uncategorized	1006 CHECK	3/25/2021
	-100.35	PUS	SI Cab	I Incategorized	DIRECTDEBIT UNIFIRST ONLINE PMT 032521 CKF412279708POS CCD	3/25/2021
	-134.68	POS	Auto & Transportation Gos	Auto & Transportation	POS 331282 ARCO #42744 FRESNO CA ##3381	3/23/2021
	-37.33	POS	relephone	Auto & Transportation	POS MOBILITYWORKS-FRESNO-M FRESNO CA ON 210322 #3381	3/22/2021
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Report ID: GLSF9100 Program: GLSF9100

PeopleSoft MONTHLY GENERAL LEDGER TRANSACTION REGISTER

Journal Dates 03/01/2021 through 03/31/2021

2,834.33	2,834.33	Fund Total
2,834.33	2,834.33	Subclass Total
991.78 991.78	0.00	Account: 3380 Beginning Balance -1,873.22 03/29/2021 ALO 0001955625 2nd QTR-2nd INT DISTB Account Total Ending Balance -2,865.00
0.24 56.70 56.94	0.00	Account: 3013 Beginning Balance 0.00 03/08/2021 AUD 0001955865 21 - Correction Journal fo CUPS 19-20 Supplemental-Curr Unsec Prior03/08/2021 AUD 0001955885 21 - Correction Journal fo CUPS 19-20 Supplemental-Curr Unsec Prior Account Total Ending Balance
239.83 424.01 983.21 1,647.05	0.00	Account: 3011 Beginning Balance -2,116.20 03/09/2021 AUD 0001953169 21 - Current Secured Suppl CSS4 Suppl-Current Secured 03/11/2021 AUD 0001953422 21 - Current Secured Suppl CSS5 03/16/2021 AUD 0001953984 21 - CURRENT SECURED SUPPL CSS6 3011 Suppl-Current Secured Account Total Ending Balance -3,763.25
81.86 56.70 138.56	56.70 56.70	Account: 3009 Beginning Balance 0.00 03/04/2021 AUD 0001952611 21 - Current Unsecured Sup CUS 20-21 Suppl-Current Unsecured 03/08/2021 AUD 0001953074 21 - Current Unsecured Pri CUPS 19-20 03/08/2021 AUD 0001955885 21 - Correction Journal fo CUPS 19-20 3009 Suppl-Current Unsecured Account Total -81.86
0.00	81.86 56.70 0.24 239.83 424.01 983.21 991.78 2,777.63	Sub class: 10000 General Subclass Account: 0110 Beginning Balance 03/04/2021 AUD 0001952611 21 - Current Unsecured Sup CUS 20-21 Cash In Treasury 03/08/2021 AUD 0001953074 21 - Current Unsecured Pri CUPS 19-20 03/08/2021 AUD 000195365 21 - Correction Journal fo CUPS 19-20 03/09/2021 AUD 0001953169 21 - Current Secured Suppl CSS4 03/11/2021 AUD 0001953422 21 - Current Secured Suppl CSS5 03/16/2021 AUD 0001953984 21 - CURRENT SECURED SUPPL CSS6 03/29/2021 AUD 001953984 21 - CURRENT SECURED SUPPL CSS6 03/29/2021 AUD 001955625 2nd QTR-2nd INT DISTB Account Total 326,329.83
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End of Report

Page No. 1 Run Date 04/02/2021

Report ID: GLSF9109 Program: GLSF9109

PeopleSoft MONTHLY GENERAL LEDGER TRIAL BALANCE

Fiscal Year 2021 Through Period 9

Fund: 3380 Calwa Park And Recreation Dist General Subclass Subclass: 10000 Property Taxes-Current Sec Suppl-Current Secured
Supplemental-Curr Unsec Pr
Property Taxes-Current Uns RDA ABX1 26 Property Tax Cash In Treasury Suppl-Current Unsecured Suppl-Prior Secured Fiduciary Closing Due To Other Governmental State-I/L Homeowners Prop Property Taxes-Curr Unsec Redev Tax Increm Reimb Fund Balance - Unassigned Interest Penalties & Costs-Deling T Interest Receivable 4660 SUB CLASS TOTAL Debit Accts 320,752.85 1,338.86 322,091.71 Beginning Balance 0.00 Credit Accts 322,091.71 0.00 0.00 0.00 0.00 0.00 0.00 0.00 215,576.98 210,000.00 Year-to-Date Transaction Debits Credits 5,576.98 0.00 0.00 0.00 0.00 0.00 2,865.00 1,174.93 215,576.98 142,467.87 3,763.25 56.94 27,876.23 15,798.65 172.86 81.86 16,663.89 3,245.76 0.00 1,338.86 0.00 70.88 0.00 0.00 Debits Accts 326,329.83 0.00 0.00 0.00 326,329.83 Current Balances Run Time 10:13:46 Credit 1,619,309.92 1,644,884.96 -3,152,103.17 27,876.23 15,798.65 2,865.00 1,174.93 326,329.83 142,467.87 3,763.25 Accts 56.94 16,663.89 3,245.76 70.88 172.86 81.86 0.00

Page No. Run Date

1 04/02/2021

MONTHLY GENERAL LEDGER TRIAL BALANCE

Report ID: GLSF9109 Program: GLSF9109

Fiscal Year 2021 Through Period 9

Fund: 4660
Calwa Park And Recreation Dist
Subclass: 10000
General Subclass Beginning Balance Debit Accts Credit Accts Year-to-Date Transaction Debits Credits Current Balances
Debits Accts Credit Accts

GRAND TOTALS

322,091.71

322,091.71

215,576.98

215,576.98

326,329.83

326,329.83

End of Report

Page No. 2 Run Date 04/02/2021

Run Time 10:13:46

Account Activity

CLASSIC BUSINESS CHECKING xxxxxx 08

Available balance

\$33,148.75

Current balance

\$33,148.75

Transactions From: 1/15/2021 To 4/15/2021

Dispute transaction

DATE	DESCRIPTION	CATEGORY	TYPE	DEBIT	CREDIT	BALANCE
Pending T	ransactions			-		
04/15/2021	DEBIT ELECTRONIC DEBIT TERMINIX ONLINE PMT CKF412279708POS		DEBIT	\$45.00		Processing
04/15/2021	DEBIT ELECTRONIC DEBIT JEFF PFEIFFER ONLINE PMT CKF412279708POS		DEBIT	\$550.00		Processing
Posted Tra	ansactions					
04/14/2021	DIRECTDEBIT AT&T (PAC BELL) ONLINE PMT 041421 CKF412279708POS CCD	Uncategorized	DIRECTDEBI T	\$184.29		\$33,743.75
04/14/2021	DIRECTDEBIT VERIZON ONLINE PMT 041421 CKF412279708POS CCD	Uncategorized	DIRECTDEBI T	\$122.02		\$33,928.04
04/14/2021	DIRECTDEBIT THE HOME DEPOT R ONLINE PMT 041421 CKF412279708POS CCD	Uncategorized	DIRECTDEBI T	\$14.02		\$34,050.06

REGULAR BUSINESS CHECKING XXXXXX

Available balance

\$21,181.51

Current balance

\$21,181.51

Transactions From: 1/15/2021 To 4/15/2021

DATE	DESCRIPTION	CATEGORY	TYPE	DEBIT	CREDIT	BALANCE
Pending T	ransactions					
Your search	does not provide any pending transactions.					
Posted Tra	ansactions					
04/13/2021	CHECK #11063	Uncategorized	CHECK	\$339.79		\$21,181.51
04/12/2021	DIRECTDEBIT ADP WAGE PAY WAGE PAY 041221 345056758257JIG CCD	Uncategorized	DIRECTDEBIT	\$3,487.66		\$21,521.30
04/12/2021	DIRECTDEBIT ADP Tax ADP Tax 041221 RRJIG 040908A01 CCD	Uncategorized	DIRECTDEBIT	\$954.14		\$25,008.96
04/09/2021	DIRECTDEBIT ADP PAYROLL FEES ADP - FEES 040921 2RJIG 9082174 CCD	Uncategorized	DIRECTDEBIT	\$76.98		\$25,963.10
04/09/2021	XFER TRANSFER FROM CHECKING ***-**6408	Uncategorized	XFER		\$20,000.00	\$26,040.08



CALWA RECREATION & PARK DISTRICT MEETING AGENDA

www.calwarecreation.org

SPECIAL BOARD MEETING MINUTES NOTICE AND AGENDA March 25, 2021

TIME - 5:30 P.M.

IMPORTANT NOTE:

- Residents may participate via Zoom by entering meeting code: 442 630 5086
- Comments will also be accepted by email at Info@calwarecreation.org

BOARD CHAIRPERSON Esmeralda Zamora, Chair BOARD VICE CHAIR

Raul Guerra, Vice Chair

DISTRICT ADMINISTRATOR
Adam Ramos
DISTRICT COUNSEL
Hilda Cantú Montoy

BOARD MEMBERS

Jose Luis Sanchez, Board Member Laura Garcia, Board Member Mary L. Rosales, Board Member

The Calwa Recreation and Park District Board of Directors welcomes you to its meetings and encourages you to participate. This agenda contains a brief general description of each item that will be considered by the Board. All participants who call in 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.

Members of the public may address the Board on items under this Agenda.

CALL TO ORDER AND ROLL CALL

Meeting was called at 5:36 p.m.

A. INVOCATION AND FLAG SALUTE

Invocation and flag salute were led by Board Member Mary L. Rosales

B. APPROVAL OF AGENDA

Agenda was approved and Motion was made by Board Member Mary L. Rosales and Seconded by Esmeralda Zamora. Roll call was as follows:

Board Chair Esmeralda Zamora vote was a yes.

Board Vice Chair Raul Guerra vote was a yes.

Board Member Jose Luis Sanchez was not present until 5:44 p.m.

Board Member Laura Garcia's vote was a yes.

Board Member Mary L. Rosales vote was a yes.

4-0 approved and 0- opposed 1-absente.

C. PUBLIC COMMENTS

Members of the public wishing to address the District may do so when the item is called. In order to allow time for all comments, each individual is limited to three minutes, with a fifteen (15) minute maximum per group, per item, per meeting. 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. All speakers are requested to wait until recognized by the Board Chair.

None

Guest speakers

Assembly Member of District 31 Dr. Joaquin Arambula

and Staff

Representative from Dr. Joaquin Arambula's office spoke on behalf of Assembly man thanking Calwa Park for the partnership and all the work that has been going into the clinic events at Calwa Park. After the two vaccine clinics that have been held a total of 997 Covid-19 vaccine doses have been given to the community.

A. OLD BUSINESS

1. COVID-19 Update – Discussion and Direction by Board on any potential changes to Park operations (Informational) Pages 4-12

As of March 23, 2021, we were at 4.5% moderate level of Covid-19. Low level contact sports are now occurring at other parks. If we opened the park up completely, we would have to ask the community to sign consent forms or ask for test results and or other rules from state and county. Board Member Laura Garcia would like to see what the plan and budget would be for sanitation that would be implemented to stop the spread of Covid-19 at Calwa Park once it reopens.

Board Member Mary L. Rosales suggested that if District Administrator would be able to have a plan in place like Board Member Laura Garcia asked to be presented then that the Board Members would be able to make a better decision.

Board Vice Chair Raul Guerra suggested a soft opening on the weekend; Come up with a plan on playground, restrooms not open, water fountains shut off and have public bring own water; would not recommend Zumba classes of hard contact sports.

Suggestions made to District Administration to ask CSDA what other parks are planning to do to use to reopen.

A. NEW BUSINESS

Update on Swimming Pool Project (Informational) Pages 13
 Presented By: DA

District Administrator updated the Board on the remaining budget and that the latest donation pledged to swimming pool project has not yet been received. Suggestion made to District Administrator was to get several quotes for fencing since it is critical for opening of swimming pool.

Remaining Balance

2 Bank Account information (all accounts) (Informational) Pages 14-19
Presented By: DA

All bank account balances were shared by the District Administrator. As well as a break, down of spending for the month and money saved. There was an opportunity offered to board members to ask questions.

Direction to District Administrator was to send volunteer grant letter to District Counsel.

3. Approval of Board Meeting Minutes (Action) Pages 20-26

Minutes- February 16, 2021 Minutes- February 23, 2021

Minutes for February 16, 2021 and February 23 were approved. Motion was made by Board Member Laura Garcia and Seconded by Board Chairperson Esmeralda Zamora. Roll call vote was as follows:

Board Chairperson Esmeralda Zamora vote was a yes.

Board Vice Chair Raul Guerra Vote was a yes.

Board Member Jose Luis Sanchez vote was a yes.

Board Member Laura Garcia's vote was a yes.

Board Member Mary L. Rosales vote was a yes.

5-0 approved and 0-opposed 0-abseente.

4. Prop 68, Master Plan, Update (Action) Page 27
Presented By: DA

It is highly recommended by a Prop 68 advisor that the board members have meeting with Prop 68 financial advisors that is no mandatory and is optional to understand where the money should be allocated. Possible dates that were given as an option where April 6, 2021 and April 20, 2021.

Direction to staff was to schedule the Financial meeting for the first hour an half of April 20, 2021 regular board meeting as well as that the information that will be presented be submitted 72 hours before to all board members as well as Calwa Park's district counsel for review.

5. Update on Calwa Recycling Center and need to Update Lease Agreement; request approval form Board to prepare new Agreement with recommended terms (Action) Pages 28-29

Presented by: DA

Recycle contract is to have an exhibit of area located added that was used for past insurances that could be in old files. Board Member suggested getting the hours of business in case there was a difference between the summer hours and winter hours. The contract would be updated and then the rent would formally increase on May 1, 2021.

District Administrator brought up a resolution that was passed rent amount increase for recycle center passed in the past. Board Member Mary L. Rosales requested to be sent the resolution.

Motion was made by Board Member Laura Garcia and Seconded by Board Member Mary L. Rosales and roll call vote was as follows:

Board Chairperson Esmeralda Zamora vote was a yes.

Board Vice Chair Raul Guerra vote was a yes.

Board Member Jose Luis Sanchez vote was a yes.

Board Member Laura Garcia vote was a ves.

Board Member Mary L. Rosales vote was a yes.

5-0 approved and 0-opposed 0-absentee.

6. Consider approval of New Agreement with Jeff Pfeiffer Ground Control for squirrel infestation. (Action) Pages 28-29a

Ground Squirrels are under control and red squirrels will be coming out when the leaves start falling. Jeff Pfeiffer's contract would be sent to him to review as a simple version was the one sent to him.

Motion was made by Board Member Jose Luis Sanchez and Seconded by Board Member Mary L. Rosales. Roll call was as follows:

Board Chairperson Esmeralda Zamora vote was a yes.

Board Vice Chair Raul Guerra vote was a yes.

Board Member Jose Luis Sanchez vote was a yes.

Board Member Laura Garcia vote was a yes.

Board Member Mary L. Rosales was a yes.

5-0 approved and 0-opposed 0-abseente.

7. Consider approval of Security Alarm Proposal with Amerigaurd (Action) Pages 30-31

Presented By: DA

District Administrator broke down the services pluses of each service and costs as well as explanation of products that will be installed. Board Members wanted more glass breakers to be installed and if there would be an additional fee.

Direction to District Administrator to ask about process if alarm would go off if there would be additional costs of having more than 3 false alarms. Item was to be tabled for next regular board meeting on April 20, 2021.

8. Consider report regarding internet costs from Unwired Broadband, Telus Internet, Starlink Internet and board approval to enter Agreement (Direction) Pages 32-34

Presented by: DA.

Direction to District Administrator was to go ahead and enter agreement with Starlink and that the waiting time to receive the equipment was fine. Board Member Laura Garcia did ask that we have a back up plan in case Starlink falls through such as ordering another hot spot.

- 9.Consideration and approval of Resolution 2021-2: Regarding Procedures for Checks, Warrants, or Other Orders for the Payment of Money; Authorizing Specified Positions to Pick up Validated Checks and Blank Checks Stock; and Directing Staff to Update All Necessary County and Bank Documents (A) Pages 45-46
 - 1. Add board Member Laura Garcia and District Administrator Adam Ramos

Resolution 2021-2 was approved to add Board Member Laura Garcia and District Administrator Adam Ramos. Motion was made by Board Member Mary L. Rosales and Seconded by Board Chairperson Esmeralda Zamora; Roll call vote was as follows:

Board Chairperson Esmeralda Zamora vote was a yes.

Board Vice Chair Raul Guerra's vote was as yes.

Board Member Jose Luis Sanchez vote was a yes.

Board Member Laura Garcia vote was a yes.

Board Member Mary L. Rosales vote was a yes.

5-0 approved and 0- opposed 0-abseente.

B. CLOSED SESSION

None

C. REPORT OF FINAL ACTIONS TAKEN IN CLOSED SESSION None

D. ADJOURNMENT

Meeting was adjourned at 8:00 p.m.

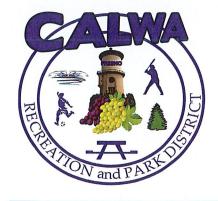
Generally, agenda packets and other public documents are available for inspection by the public at the District Office located at 4545 E. Church Avenue, Fresno, CA. However, due to current COVID-19 emergency, the office is closed. You may request meeting agendas by email, you can ask to be added to the 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.

NEXT REGULAR MEETING:

April 20, 2021

Certification of Posting
State of California
County of Fresno
Calwa Recreation and Park District

I declare under penalty of perjury that I am employed by the Calwa Recreation and Park
District and that I posted this Agenda on the bulletin board in the Calwa Recreation
District Office, on the front door window of the District Office, and on the website at
www.calwarecreation.org on March 22, 2021.



Calwa Recreation and Park District

OFFICE OF DISTRICT ADMINISTRATOR PHONE (559) 264-6867 · CELL (559) 476-9309 4545 E. CHURCH AVENUE FRESNO, CALIFORNIA 93725

Calwa Recreation and Park District April 20th Agenda Item Report

Meeting Date: 4/20/2021

Agenda Item: E-4

Wording for Agenda: Consider Approval of Purchase of Point-of Sale Device from Clover or Square.

Presented By: DA

Submitting: District Administrator

Contact Name: Adam J. Ramos 559-264-6867

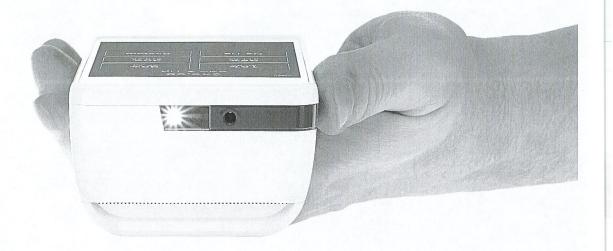
DA Recommendation: As a district, we are and will not accept cash as payment for any of the services, rentals, programs, etc. It is recommended that we begin to utilize a point of sale device provided by a Point of Sale System Company such as Clover. The costs to the district would be the purchase of Clover Flex whi ch is a small, portable device that could be handed to customers to process payments using debit/credit card -s. This will increase payment efficiency and deposits directly into our revenue Bank of the West account. There will be processing fees that will be 1.89% + .10 per transaction. To make it easier to see for every hundred dollars we generate Clover will withdraw in processing fees \$1.99.

Summary: Device is connected into our accounts and deposits are instant for a small fee or can be free with a 2-3 day waiting period. When compared to square the devices provide the same services and are similar in the device used to process payments, but with Square their processing rates are higher when compared to Clover. Squares processing rates are currently at 2.65% + .10/per transaction. When compared to Clover, the rates difference are 0.76%.

Supporting Documents: See attached for visual on Clover device.







Versatility at the counter, in your hand, or on the go.

Small in size, Clover Flex is built to do business virtually wherever you are. Easy to take with you and easy to hand to customers, they can tap, dip, swipe, and enter a PIN, whether in line, in the aisle, or at the table.



Manage inventory, anywhere, anytime

Scan items into your inventory from anywhere by using Clover Flex's built-in camera and barcode scanner.



Keep your regulars coming back

Build a powerful customer database with every transaction. Create customer-centric orders, receive direct feedback, and reward your best customers.



Your back office in the cloud

Review your complete sales history, monitor inventory, and manage employees with Clover Dashboard—whenever, wherever.



Stay connected

Connect your system to the internet with ethernet, WiFi, or 3G (requires a separate service plan).

Technical Specifications

- ✓ Bright, 5-inch HD touch-screen display
- Speedy Quad-Core A7 CPU, 1GB RAM
- 2100mAh Lithium-Ion battery supports up to 8 hours of use for a typical small-to-medium sized business

First Data

Visit clover.com or contact your representative to learn more.

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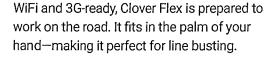


On the counter. In the aisle. At the table.

Clover Flex is ready—whether you need to take swipe, EMV® chip, or contactless payment (like Apple Pay®) at the counter, busting the line, at the table, or just about anywhere else.



Built to Travel





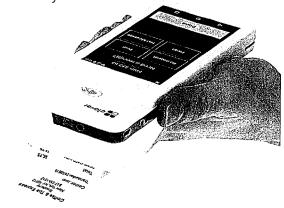
More Ways to Pay

Clover Flex accepts credit, debit, EMV® chip cards, contactless payments, (like Apple Pay®, Google Pay®, etc.) gift cards, and cash.



Ready, Set, Grow

Clover Flex grows with you. From inventory to employee and customer management, you can run a full POS from the same compact device that takes your payments.



Less to worry about with Clover in your corner:

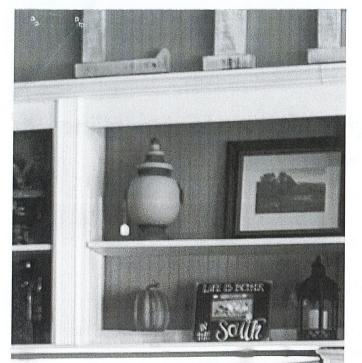
Secure — Backed by over 25 years of data protection, Clover Security helps protect your business and customers.

24/7 Support — You can't do it all alone. So when you need help, we've got your back.



Visit clover.com or contact your representative to learn more.







Clover Software Plans

Running a business is hard. That's why our software is easy.

With three tiers of Clover Software plans, you can choose the features that best meet the needs of your business. Whether you're looking to simply accept payments, gain greater visibility into sales activity or improve control over operations, Clover Software is right for the job. And with the Clover App Market, you can customize your POS for your business.

Payments Plus

Payments Plus is the simplest of the Clover Software plans. It provides just enough support to make life easier without disrupting the way you currently run your business. With secure transactions backed by First Data, you'll be ready for which ever way your customers want to pay. Payments Plus lets you keep up with transactions from anywhere and begin build deeper relationships with your customers.

Register Lite

Register Lite is the clear choice for any merchant looking for a simple and affordable cloud-based POS experience. Take payments, track inventory, manage employees, connect with customers, monitor and run your business in real-time—from any computer or mobile phone.

Register

Register is the most robust, full-featured Clover Software plan. You get enhanced inventory and order management, plus all the right apps to customize the experience for your business. You can access detailed reports—anytime, anywhere. And because Register is incredibly flexible, it can be used on all Clover hardware devices.





The right software to streamline how you run your business.

Payments Plus

- Monitor your business from anywhere on any device in the Clover Cloud
- Securely accept swipe cards, EMV[®] chip cards, and NFC payments such as Apple Pay[®]
- · Build your customer list with each transaction,
- set up a rewards program, and receive and respond to customer feedback
- Manage your employees: Set permissions and track shifts
- · Get limited access to the Clover App Market

Register Lite

- · Access all features of Payments Plus
- Create orders (with tax) and associate them with employees and customers
- Get speed checkout with intuitive and easy-to-use order management
- · Connect to a cash drawer for full ECR replacement
- Get greater access to the Clover App Market

Register

- · Access all features of Register Lite
- Connect your counter and kitchen with printers and order display
- Connect peripherals such as barcode scanners, scales and label printers
- Build a customer engagement and retention program that drives business
- Get full access to the Clover App Market

To learn more about Clover Software Plans, visit www.clover.com

First Data.

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Prime =

Best Sellers Today's Deals

New Releases

Books Fashion

Kindle Books

Fill your Easter basket

All Electronics Best Sellers TV & Video Audio & Home Theater Camera & Photo Wearable Technology Deals Computers

Car Electronics & GPS 281

Back to results















Roll over image to zoom in

Clover Mini Point-of-Sale System. A Merchant Account with Leaders Merchant Services is Required. Available for New Merchants ONLY. Ask About Our Rates as Low as 0.15%!

Brand: Best Point-of-Sale System

4 ratings | 15 answered questions

Price: \$399.87

- · Clean counter space, thanks to space-saving design, and a 14-inch, HD display and swivel feature for smooth customer e-signatures and engagement.
- · Accept EMV chip and signature, mag stripe, and contactless payments like Apple Pay with optional NFC printer.
- 8-core, state-of-the-art Qualcomm Snapdragon processor and 4GB memory to run your apps and business faster

Compare with similar items

New & Used (3) from \$295.00 & FREE Shipping

Consider this Amazon's Choice product that delivers quickly

Amazon's Choice



Square Terminal \$299.00

(1422)

27

Buy new:

\$399.87

Sponsored

FREE delivery: April 8 - 13

Fastest delivery: April 6 - 7

In Stock.

Qty: 1

Add to Cart

Buy Now

Secure transaction

Ships from Adnet Payment Te... Adnet Payment Te... Sold by

Select delivery location

Save with Used - Very Good

\$295.00

FREE delivery: April 9 - 16 Ships from: JC Central LLC

Sold by: JC Central LLC

Add to List

New & Used (3) from \$295.00 & FREE Shipping

Share

to sell?

Sell on Amazon

Sponsored

4 stars and above

Sponsored @

Clover Merchant Services Follow

Bonner, Sharenna (Marietta) <sharenna.bonner@Fiserv.com>

Fri 4/2/2021 1:14 PM

To: Adam Ramos <adam@calwarecreation.org>

5 attachments (6 MB)

Software Plans .pdf; Clover Station 2018 Sales Sheet.pdf; Clover Mini Sales Sheet.pdf; Clover Flex Sales Sheet.pdf; CLOVER PRE APP.doc;

Hi!

I just want to introduce myself again, my name is Sharenna Bonner and I'm a Sr. Business Consultant for Clover Merchant Service A Fisery Company. I will be your personal Consultant from now on and you can call me anytime.

Here is the Clover Digital Direct Special Program pricing for you to review.

Please visit the link for more details about the equipment and software https://www.clover.com/

Processing rate of 1.89% + .10 per transaction

\$450 statement credit per location

process tatement

\$5/month to use cellular

Clover Flex, mobile POS system based on Wi-Fi and (4G. Receipt printer, scanner, card/contactless reader, Pin Pad all built-in.

Purchase price is \$549 or leasing at \$40.00 per month.

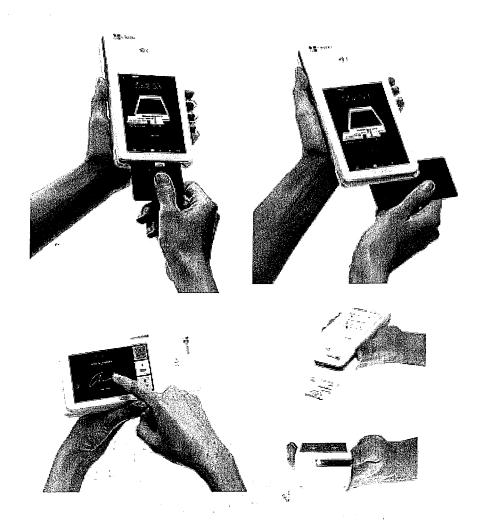
· no annual contracts

. no hidden fees

· connected to blank account

billed 1x/month.

· NO CASH transactions



Weight scale \$499 or Leasing \$40 per month

Hand Held Scanner \$169 or leasing \$10.93 per month

*** Clover Dining Plan covers all features of Register Plan

Merchant Account Setup Process:

If you agree with the pricing on the proposal, please fill out the pre-application. Once I have the information needed on the pre-application, I will be able to key in the MPA (merchant processing agreement) and send it over for you to review and e-sign. The approval process usually only takes anywhere from 3-4 business days depending on the situation and circumstances. Once your account is approved, I will follow up and ship you the equipment with rest of the instructions.

To proceed with the application process, please provide one document from each category: § Filled Out Pre-Application Form(see attachment)

§ Business Validation (one of the following is required)

§ (DBA Certificate)

§ Articles of Incorporation

§ Business tax returns

§ IRS EIN/TIN Confirmation letter

§ Principal validation (one of the following is required)

- § Driver's license
- § Passport
- § Green card/Resident alien card
- § Non driver's state ID

§ Bank validation (one of the following is required)

- § Voided check
- § Bank statements
- § Letter from bank

***Once the required documents are received I will key the agreement and send to you to review and electronically sign for submission.

Sharenna Bonner

Sr. Business Consultant
SMB Digital – Chat Team
Office: 678-255-4142
Sharenna.bonner@fiserv.com

First Data

<u>Fiserv | Join Our Team | Twitter | LinkedIn | Facebook</u> FORTUNE Magazine **World's Most Admired Companies**® 2014 | 2015 | 2016 | 2017 | 2018 | 2019

Sharenna Bonner

CLUVEK Sharenna.Bonner@firstdata.com

патенца.вог	mei winstuata.
Direct:	678-255-4142

Business Legal Name:				
DBA Name:		- Marie Andrea		
Physical Street Address of B City:	usiness (No PO	Box): State:	Zip:	
Email Address:		Wel	bsite: www	
Phone:	_ Fax:	Fax: Contact Person:		
Date Business Began: M	/Y	Nu	mber of Employees	s:
Type of Product/Services So	ld:		10.000	
Circle One: Sole Ownership	Partnership	Public Corporation	Private Corporati	on Non-Profit LLC
Annual Gross Sales: \$	Ann	ual Visa/MC Sales: \$	Av	erage Ticket: \$
Tederal Tax ID #:		State Incor	porated:	
Owner/Signer Information:				
Owner/Officer's Name:	Takah Banda Again	Title:		% of Ownership:
Iome Address:		City:	Sta	ate:Zip:
Iome Phone:	Social	Security:	Da	ate of Birth:
Voided Check Bank Name		Bank Pho	one #	
Routing#		Acct#		

Which Device/How Many

Clover Flex Clover Station Clover Mini Clover Go Payeezy Gateway

Kindle Books

Fashion

Prime 🕶

Best Sellers Today's Deals

New Releases Books

Shop gift ideas for Mom

Materials

Material Handling **Industrial & Scientific** Education Medical Lab Test & Measurement Safety Janitorial & Facilities Food Service

Office Products > Office Electronics > Point-of-Sale (POS) Equipment > Credit Card Readers > Mobile Credit Card Readers















Roll over image to zoom in

Square Terminal

Visit the Square Store

Customer Service

1,422 ratings | 98 answered questions

Amazon's Choice for "square"

Price: \$299.00 & FREE Returns

- · With Square Terminal, you can ring up sales, accept payments, and print receipts, all with one device. Use it at the counter or ring up customers anywhere in your store.
- Accept all major credit and debit cards and pay one low rate with no hidden fees and no long-term contracts.
- · Process chip cards in just two seconds.
- Get your money as soon as the next business day.
- · Use it cordlessly with the built-in battery, designed to last all day.

Specifications for this item

Brand Name

Ean 0817044021003, 0817044020754

Global Trade

Identification

Number

Included

Components

Square Terminal, Power adapter

Model

817044020754

00817044021003

Number

See more

See more product details

New (2) from \$299.00 + FREE Shipping

\$299.00

& FREE Returns

FREE delivery: Thursday, April 8 Details

Fastest delivery: Sunday, April 4 Order within 11 hrs and 23 mins Details

In Stock.

Qty: 1

Add to Cart

Buy Now

Secure transaction

Ships from Amazon.com

Sold by Amazon.com

Packaging Shows what's inside. T...

Details

prime

Enjoy fast, FREE delivery, exclusive deals and awardwinning movies & TV shows with Prime Try Prime and start saving today with Fast, FREE

Delivery

Add a gift receipt for easy returns

Select delivery location

Add to List

New (2) from \$299.00 + FREE Shipping

1,039

Have one to sell?

Sell on Amazon

Sponsored



Total price: \$330.97



Calwa Recreation and Park District

OFFICE OF DISTRICT ADMINISTRATOR PHONE (559) 264-6867 · CELL (559) 476-9309 4545 E. CHURCH AVENUE FRESNO, CALIFORNIA 93725

Calwa Recreation and Park District April 20th Agenda Item Report

Meeting Date: 4/20/2021

Agenda Item: E-5

Wording for Agenda: Discussion of Potential Accounting Service Contract with CPA Firms (Action)

Presented By: DA

Submitting: District Administrator

Contact Name & Phone: Adam J. Ramos 559-264-6867

DA Recommendation: Open discussion and strong consideration of outsourcing Accounting services for the District with local CPA Companies.

Summary/Background: As of 03/01/2019 the District has been operating without an Accountant employee. Accounts and all district finances have been the responsibility of the current District Administrator as well as some other temp employees in the past, which may lead to financial discrepancies within our accounts and inconsistent data entry on those accounts. After finalizing the current audit, it is apparent that a ACCOUNTANT employee is necessary to maintain our accounts with the highest accuracy, but after several interviews with several candidates, it has become obvious that with our pay scales for that position, it would make more financial sense and create a consistent process in the way the District manages its finances to contract with a CPA agency. CPA agency can be held to Districts standards as well as their own business standards and the services they will provide.

Reasoning: Attached are supporting documents showcasing the costs associated with hiring an ACCOUNTANT in house. These documents are dated for 2019 and since cost of living is increasing in Fresno, the salary or hourly wage would increase as well depending on experience, greater the experience higher the hourly rate increases. We typically have spent around \$900-\$1,500 per month on an employee to oversee the Districts finances in the past. That is not including taxes on that employees wages which will increase with the higher hourly rate, nor does it include additional office expenses to accommodate their workspace.

Currently, we do not pay anyone to oversee the finances of the district, but the DA is responsible for those items, once the park opens, the DA would need more time away from those responsibilities. For the same cost it would take hire an part time accountant, it would equate to same expense as hiring a CPA Firm to oversee our district finances.

Overall Conclusion: Requesting permission and direction on whether or not our Board of Directors would be open to receiving business proposals from local CPA's and tabling this agenda item until next month when we acquire said proposals. Will seek out 5 proposals from local CPA firms.

Verdict:		

Company Code

Loc/Dept 01/

Number Page 3675730 1 of 1

Earnings Statement

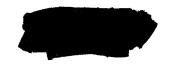
Calwa Recreation & Park District 4545 E Church Ave Fresno, CA 93725

Period Starting: Period Ending: Pay Date:

11/25/2019 12/08/2019 12/10/2019

Taxable Marital Status:
Exemptions/Allowances:
Federal:
State:
Local:
Social Security Number:

Single
Tax Override:
Federal:
State:
Local:



Earnings	rate	hours/units	this period	year to date
Regular" Vacation Sick	16.8000	37.26	625.97 0.00 0.00	9019.22 1280.00 595.20
Holiday	16.8000	12.00	201.60	1171.20
	Gross Pay		\$827.57	\$12,065.62
				,
	Statutory Dedu	otions	this period	year to date
	Federal Income Social Security Medicare California State Income California State DI		-3.53 -51.31 -12.00 0.00 -8.27	3.53 748.07 174.95 0.00 120.65
Net Pay			\$752.46	

Other Benefits and Information	this period	year to date
Vacation		
- Carry Over		16.54
- Accrued Hours	3.08	93.54
- Taken Hours	0.00	80.00
- Balance		13.54
Sick		
- Carry Over		-31.00
- Accrued Hours	0.00	29.00
- Taken Hours	0.00	36.00
- Balance		-7.00
Total Hours Worked	37.26	549.64
Deposits		
account number	transit/ABA	amount
	XXXXXXXXX	752.46

Total Cast of ACCT: 1,477.31 /month a \$16.80/hour

> Your federal taxable wages this period are \$827.57 The accrued hours on your Sick Plan may not be available until your 90th day of employment

Calwa Recreation & Park District 4545 E Church Ave Fresno, CA 93725

Pay Date:

12/10/2019

Deposited to the account

Checking DirectDeposit

account number tra

transit/ABA amount

XXXXXXXXX

752.46

V

42.



AMERÍGUARD SECURITY SYSTEMS, INC.

5470 West Spruce Avenue, Suite 102 • Fresno, CA 93722 Tel.: 559-271-5984 • Fax: 559-271-5987 • ACO 6587

April 7, 2021

Calwa Parks and Recreation 4545 E. Church Ave Fresno, Ca. 93725 Re: Revised Alarm System /monitoring

Adam,

Per our walkthrough and conversation this proposal is to install a new wireless alarm system for Calwa Parks and Recreation. The system is designed to provide interior security coverage contacting all man doors with motion and glass break detection coverage.

The alarm system will have remote smart alarm services that you can control through your smart phone or tablet. A 4G LTE radio will be used as your primary communicator for all alarm signals to be sent our monitoring station. Our 24hr Ameriguard armed response team will respond to all burglary signals. You will receive 3 FREE false alarm responses per month. After the third false alarm a \$38.87 false alarm charge will be applied.

NEO Alarm Equipment

- 1x NEO HS2032 control panel
- 18x NEO wireless door contacts
- 9x NEO wireless motion sensors
- 8x NEO wireless glass break detectors
- 1x HS2RF9 LCD keypad
- 1x TL880 4G LTE cellular communicator
- 1x DSC interior siren
- 1x NEO wireless exterior siren
- 1x 12V back up battery
- 22-4 alarm wire
- 1x Power transformer
- AmeriGuard yard sign window sticker's

Estimated equipment sub total: \$2,345.39 Estimated tax: \$187.04 Estimated labor & programming: \$931.50

Estimated total: \$3,463.93



5470 West Spruce Avenue, Suite 102 • Fresno, CA 93722 Tel.: 559-271-5984 • Fax: 559-271-5987 • ACO 6587

> shoot email with new requests

February 9, 2021

Calwa Parks and Recreation 4545 E. Church Ave Fresno, Ca. 93725 Re: Alarm System /monitoring

Adam and Erika,

4RIC 559-352-1220

Per our walkthrough and conversation this proposal is to install a new wireless alarm system for Calwa Parks and Recreation. The system is designed to provide interior security coverage contacting all man doors with motion and glass break detection coverage.

The alarm system will have remote smart alarm services that you can control through your smart phone or tablet. A 4G LTE radio will be used as your primary communicator for all alarm signals to be sent our monitoring station. Our 24hr Ameriquard armed response team will respond to all burglary signals. You will receive 3 FREE false alarm responses per month. \$ 35/4310 = per fulse alarm response

NEO Alarm Equipment

- 1x NEO HS2032 control panel
- 18x NEO wireless door contacts
- 9x NEO wireless motion sensors
- 4xNEO wireless glass break detectors
- 1x HS2RF9 LCD keypad
- 1x TL880 4G LTE cellular communicator
- 1x DSC interior siren
- 1x NEO wireless exterior siren
- 1x 12V back up battery
- 22-4 alarm wire
- 1x Power transformer
- AmeriGuard yard sign window sticker's

, at cost.

Estimated equipment sub total:

\$1,937.43

Estimated tax:

\$154.51

Estimated labor & programming:

\$724.00

Estimated total:

\$2,815.94

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into by and between the Calwa Recreation and Park District ("Landlord") and Maria Para Carmen Perez and Nazario Bucio aka: Calwa Recycle ("Tenant"). Landlord and Tenant are sometimes individually referred to as a "Party" and jointly as the "Parties."

RECITALS

- A. Landlord owns that certain real property located at 4545 E. Church Avenue, Fresno, California 93725, commonly referred to as Calwa Park.
- B. Tenant desires to lease from Landlord and Landlord desires to lease to Tenant a portion of the Calwa Park pursuant to the terms set forth herein.

NOW, THEREFORE, the parties agree as follows;

1. <u>Lease Premises</u>.

Subject to the terms of this Lease, Landlord hereby Leases to Tenant and Tenant hereby leases from Landlord, for Tenant's exclusive use (i) that portion within Calwa Park as depicted on **Exhibit A** attached and incorporated by reference ("**Lease Premises**"). It is understood that Landlord shall have the right to use and will use Calwa Park for Landlord's activities and events.

2. Term.

This Lease shall commence on May 1, 2021 ("**Effective Date**") and be a and terminate on April 30, 2022, ("**Term**") unless extended by the parties in writing.

3. Rent and Other Consideration.

On the Effective Date and on the first (1st) day of each month during the Term, Tenant shall pay to Landlord the sum of Six Hundred Dollars (\$600.00) per month.

4. <u>Use of Premises</u>.

- 4.1 **Use**. Tenant shall only use the Lease Premises solely for a recycling center general. The Lease Premises shall not be used for retail commercial or similar use. Tenant may remain open 365 days a year. Tenant may remain open 8 a.m. to 5 p.m. during October 1 to March 1 and 8 a.m. to 8 p.m. March 2 through September 30. Tenant shall let Landlord know if it will be closed for longer than one week. Tenant shall not use or permit the Lease Premises to be used for any other purpose without the prior written consent of Landlord.
- 4.2 **Compliance with Law.** Provided that in no event shall Tenant be required to make any capital repairs or improvements to the Lease Premises, Tenant shall, at its sole

cost and expense, promptly comply with all laws, statutes, ordinances and other governmental rules, regulations or requirements now in force or which may hereinafter be enacted or promulgated, relating to, or affecting Tenant's use or occupancy of the Lease Premises.

4.3 **Prohibitions**.

- (1) Tenant shall not cause, maintain or permit any nuisance in or about the Lease Premises, nor commit or suffer to be committed any waste or storage of any environmental hazardous materials in or upon the Lease Premises.
- (2) Tenant shall not do or permit anything to be done in or about the Lease Premises, nor bring or keep anything therein, which will in any way increase the existing rate of or affect any fire or other insurance upon the Lease Premises, or part thereof, or the contents of the Lease Premises, or cause cancellation of any insurance policy covering the Lease Premises, or part thereof, or its contents.
- (3) Tenant shall not permit smoking or vaping inside any area of the Lease Premises. Persons wishing to smoke outside shall do so at a minimum of twenty (20) feet distance from any Lease Premises entrance, exit and operable window. Persons wishing to smoke are responsible for disposing of cigarette butts in an appropriate receptacle.
- (4) Tenant and their employees are expressly prohibited from using, allowing to be used or bringing any alcoholic beverages, illegal drugs or narcotics (under either Federal or state law) onto Lease Premises. In the interest of safety, anyone known to be under the influence of drugs and/or alcohol must be asked to, and shall, leave the Lease Premises immediately.
- 4.4 **AS-IS**. Tenant has had an opportunity to inspect the Lease Premises prior to the Effective Date and accepts it in AS-IS condition without any representations or warranties of any nature or kind whatsoever from Landlord subject to Landlord's obligation to repair and maintain the Lease Premises and the Building in accordance with the terms of this Lease. Subject to the foregoing, Tenant assumes all responsibility and expense of repairing, restoring or fixing the Lease Premises so that they are suitable for the permitted uses.
- 4.5 **Cameras.** Tenant shall provide a minimum of two cameras for surveillance of Lease Premises.

5. Maintenance and Repairs.

5.1 **Tenant's Duties**. Tenant shall, at Tenant's sole cost and expense, maintain the Lease Premises in good condition and repair at all times and, upon the expiration or sooner termination of this Lease, surrender the Lease Premises in the condition required by Section 25 below.



- Landlord's Duties. Landlord shall, at Landlord's sole cost and expense be responsible for regular maintenance and repairs. Landlord shall not be required to make repairs necessitated by reason of (1) negligence or willful misconduct of Tenant, or any of Tenant's staff, volunteers, contractors, invitees, employees, clients or customers; (2) by reason of failure of Tenant to perform or observe and promptly report to Landlord any conditions the repair of which are Landlord's responsibility; or (3) by reason of the failure of Tenant to perform or observe the conditions or agreements in this Lease, or caused by unauthorized alterations, additions or improvements made by Tenant or anyone claiming under Tenant. Tenant shall be solely responsible, at its cost and expense to repair any Tenant caused damage.
- **Alterations and Additions.** Tenant shall not make or suffer to be made any alterations, additions or improvements in, to or about the Lease Premises or any part thereof without the prior written consent of Landlord.
- 7. <u>Signs</u>. Tenant shall not place any sign upon the Lease Premises without District Administrator's prior written consent. Such sign shall not be larger than 24" by 36." Any damage to the Lease Premises occasioned by the installation, maintenance or removal of such sign shall be borne by the Tenant.
- **8.** <u>Utilities</u>. Tenant shall pay, before delinquency, for all charges for water, gas, heat, electricity, power, sewer, telephone service, internet, and all other services and utilities used in, upon or about the Lease Premises by Tenant during the entire Lease. Tenant shall also be responsible for arranging such services directly with the utility service providers.
- 9. Claims Against Lease Premises. Tenant shall not suffer or permit to be enforced against the Lease Premises, or any part thereof, any mechanic's, materialman's, contractor's or subcontractor's liens arising from any claim for any work of construction, repair, restoration, replacement or improvement of or to the Lease Premises or any other claim or demand however the same may arise, but Tenant shall pay or cause to be paid any and all such claims or demands before any action is brought to enforce the same against the Lease Premises. Tenant agrees to indemnify and hold Landlord and the Lease Premises free and harmless of all liability for any and all such claims and demands, together with Landlord's reasonable attorneys' fees and all costs and expenses in connection with any such claims or liens.
- 10. Real and Personal Property Taxes. Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon all of Tenant's possessory interest in and to the Lease Premises, leasehold improvements, equipment, furniture fixtures and personal property located in or about the Lease Premises. Tenant specifically acknowledges that the interest granted under this Lease may be subject to possessory interest taxes. Tenant agrees that, without prior demand or notice by Landlord, Tenant shall, not less than fifteen (15) days prior to the day upon which any such possessory interest or other such tax is due, provide Landlord with proof of payment of such tax.

- 11. Rules and Regulations. Tenant shall faithfully observe and comply with all the rules and regulations promulgated by Landlord from time to time. Any additions and modifications to those rules and regulations shall be binding upon Tenant upon delivery of a copy thereof to Tenant. Landlord shall give Tenant thirty (30) days' prior written notice of any rules, regulations or modifications thereof, and no rule or regulation shall increase Tenant's obligations or decrease Tenant's rights under this Lease, unless required by law.
- 12. <u>Holding Over</u>. Tenant has no right to retain possession of the Lease Premises or any part thereof beyond the expiration or earlier termination of this Lease. Any holding over after the expiration of the term of this Lease, with the consent of the Landlord shall be a tenancy from month-to-month with Base Rent payable each month. The tenancy is cancelable upon thirty (30) days' written notice upon the terms and conditions that existed during the last year of the Term.
- 13. Entry by Landlord. Tenant agrees that representatives of Landlord, as designated by Landlord, shall, during normal business hours, or outside normal business hours in the event of an emergency, have the right to enter the Lease Premises and inspect the same to determine if the same complies with each and every term and condition of this Lease and with all applicable municipal, county, state and federal laws, rules, ordinances and regulations relating to building occupancy and the conduct of Tenant's business. Tenant waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Lease Premises, and any loss occasioned thereby.
- 14. <u>Damage</u>. In the event the Lease Premises are destroyed or damaged by fire or other casualty or act of God as to be rendered uninhabitable ("Casualty"), this Lease may be terminated by either party in its sole discretion upon written notice to the other party within thirty (30) days of such occurrence. If the Lease is not terminated by Landlord or Tenant, Tenant shall be responsible to repair the damage to the interior non-structural portions of the Lease Premises and Landlord shall be responsible to repair any damage to the Building (other than the Lease Premises) or Common Areas.
- 15. <u>Assignment and Subletting</u>. Tenant shall not assign or transfer this Lease or any right hereunder to any other party or parties, nor shall Tenant sublet all or any portion of the Lease Premises without first obtaining the written consent of Landlord which Landlord may withhold in its sole and absolute discretion.
- Indemnification. Subject to the waiver of subrogation set forth in Section 21 below, Tenant shall defend, indemnify, and hold Landlord harmless from, and reimburse Landlord for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of the Lease Premises in connection with or related to, the use by Tenant or any third party (including officers, directors, employees and invitees) of the Lease Premises or any facilities located thereon in connection with the business being conducted by Tenant. In addition, Tenant shall defend, indemnify, and hold Landlord harmless from any breach or default in the performance of any obligation to be performed by Tenant under this Lease, any violation of governmental law or regulation, or any intentional misconduct or negligence of Tenant,

or any officer, agent, employee, guest, or invitee of Tenant, regardless of whether such intentional misconduct or negligence was active or passive.

In the event of the occurrence of any event which is an indemnifiable event pursuant to this Section, Tenant shall notify Landlord promptly and, if such event involves the claim of any third person, Tenant shall assume all expenses with respect to the defense, settlement, adjustment, or compromise of any claim; provided that Landlord may, if it so desires, employ counsel at its own expense to assist in the handling of such claim. Tenant shall obtain the prior written approval of Landlord before entering into any settlement, adjustment or compromise of such claim. Tenant shall reimburse Landlord or any third party (including officers, directors, and employees of Landlord) for any legal expenses and costs incurred in connection with or in enforcing the indemnity herein provided. All indemnification obligations hereunder shall survive the expiration or termination of this Lease. Notwithstanding the generality of the foregoing, Tenant's obligation to indemnify Landlord shall not extend to liability arising out of or resulting from the negligence or willful misconduct of Landlord, its officers, employees or agents on the Lease Premises, or events or activities conducted by Landlord.

- 17. <u>Insurance</u>. Tenant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Landlord during the entire Term, and any extension thereof, the following policies of insurance:
 - **a. Personal Property Insurance**. Throughout the Term, and any extensions thereof, Tenant shall, at its sole cost and expense, maintain fire and extended coverage insurance written on a per occurrence basis on its trade fixtures, equipment, personal property and inventory within the Lease Premises from loss or damage to the extent of their full replacement value.
 - cost and expense, Tenant shall keep or cause to be kept in full force and effect, for the mutual benefit of Landlord and Tenant, comprehensive broad form commercial general public liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage arising from the use, occupancy, disuse, or condition of the Lease Premises, improvement, adjoining areas or ways, including without limitation, blanket contractual liability.
 - **c. Worker's Compensation Insurance**. Tenant shall, at its sole cost and expense, maintain a policy of Worker's Compensation Insurance in such amount as will fully comply with the laws of the State of California.
 - d. Policy Form, Contents and Insurer. All insurance required by express provision of this Lease shall be carried only in responsible insurance companies licensed to do business in the State of California. All such policies shall contain language to the effect that: (1) the policies are primary and noncontributing with any insurance that may be carried by Landlord; (2) they cannot be canceled or materially altered except after thirty (30) days' notice by the insurer to Landlord; and (3) shall list

Landlord, its officers, agents and employees, as specified by Landlord to Tenant in writing, as additional insureds. The insurers shall waive all rights of contribution they may have against Landlord, its officers, employees and agents and their respective insurers with respect to the interior of the Lease Premises. Prior to the Effective Date, Tenant shall provide Landlord with certificates of insurance together with full copy of the policies evidencing the above insurance coverages written by insurance companies with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide. In the event any of said policies of insurance are cancelled or expire, Tenant shall, prior to the cancellation or expiration date, submit new evidence of insurance in conformance with this Section to Landlord. Tenant may effect for its own account any insurance not required under this Lease.

- e. Failure to Maintain Insurance; Proof of Compliance. If Tenant fails or refuses to procure or maintain insurance required by this Lease, or fails or refuses to furnish Landlord with required proof that the insurance has been procured and is in full force and paid for, Landlord shall have the right but not the obligation, at Landlord's election and on ten (10) days' prior written notice to Tenant, to procure and maintain such insurance. The premiums paid by Landlord shall be treated as added rent due from Tenant with interest at the rate of ten percent (10%) per year or the maximum allowable legal rate in effect in the State of California on the date when the premium is paid, whichever is higher, to be paid on the first day of the month following the date on which the premium was paid. Landlord shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the day of the notice. Notwithstanding that Landlord may secure policies under this Section, the failure of Tenant to obtain and maintain insurance under this Lease shall also constitute a material default by Tenant.
- **18. Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:
 - a. The failure by Tenant to make any payment of Rent or any other payment required hereunder to Landlord within five (5) days after written notice from Landlord of Tenant's failure to pay any such obligation when due under this Lease.
 - **b.** Use of Lease Premises for any purpose other than as authorized in this Lease.
 - **c.** Vacating or abandonment of the Lease Premises by Tenant.
 - Failure to provide insurance confirmation within ten (10) business days after receipt of Landlord's written request.
 - e. A failure by Tenant to observe or perform any term or condition of this Lease (other than payment of money), if the failure to perform is not cured within thirty (30) days of receiving written notice of the default from the Landlord.

- 19. <u>Remedies on Default</u>. In the event of any such material default or breach by Tenant beyond the expiration of any applicable notice and cure period, Landlord may at any time thereafter and without notice or demand and, without limiting Landlord in the exercise of a right or remedy Landlord may have by reason of such default or breach:
 - Tenant's right to possession of the Lease Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Lease Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Lease Premises, expenses of reletting, including necessary renovation and alteration of the Lease Premises, for reasonable attorneys' fees and costs, any real estate commission actually paid, or the worth at the time of the award of the unpaid rent which had been earned at the time of the termination; the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rent that Lessee proves could have been reasonably avoided; and any other amount necessary to compensate the Landlord for all the detriment proximately caused by the Tenant's failure to perform Tenant's obligations under this Lease.
 - b. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover Rent as it becomes due hereunder.
 - Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of California. Furthermore, Tenant agrees that no election by Landlord as to any rights or remedies available hereunder or pursuant to any law or judicial decisions of the State of California shall be binding upon Landlord until the time of trial of any such action or proceeding.
 - d. Take custody of all personal property owned by Tenant on the Lease Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease.
- 20. <u>Waiver</u>. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. Acceptance of late payment of Base Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Base Rent.
- 21. <u>Surrender of Lease Premises</u>. Upon expiration or termination of this Lease, Tenant shall deliver to Landlord physical possession of the Lease Premises in good condition and repair, reasonable wear and tear excepted. If Landlord determines that Tenant has failed to surrender the Lease Premises in good condition and repair, Landlord shall deliver to Tenant

written notice of the work needed, and Tenant shall have the right to arrange for the necessary work to be completed, subject to and in accordance with the terms of this lease. Tenant must complete all work provided in the written notice within 30 days of notice. If not timely completed, Landlord shall have the right to complete any such repairs and bill Tenant for such work. Tenant will comply with all State Prevailing Wage laws.

- **<u>Time</u>**. Time is of the essence of this Lease and each and all of its provisions.
- **Inability to Perform**. This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, war, civil insurrection, acts of God, or any other cause beyond the reasonable control of Landlord.
- Notices. Any notices, demands or communications under this Agreement between the parties shall be in writing, and may be given by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested, addressed to each party as set forth below or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given (a) as of the date so delivered under delivery methods (i) or (ii) above, or (b) three (3) business days after deposit into the U.S. Mail.

Tenant:

Maria Para Carmen Perez & Nazario Bucio

Calwa Recycle

3222 E. Liberty Ave

Fresno, California 93702

Landlord:

Calwa Recreation and Park District

4545 E. Church Avenue Fresno, California 9375

Attention: District Administrator

- **Entire Agreement**. This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors, and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Lease Premises or improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.
- **26.** Construction. This Lease shall be construed according to its fair meaning as if prepared by both parties. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

- **Attorneys' Fees**. In the event that any action or proceeding is brought by either party to enforce any term or provision of this Lease, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.
- **Authority of Parties**. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is fully authorized to execute and deliver this Lease on behalf of Tenant and that this Lease is binding upon Tenant in accordance with its terms.
- **29.** Governing Law. This Lease shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- **Jurisdiction**. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that a court of competent jurisdiction in the County of Fresno shall be the sole venue and jurisdiction for the bringing of such action.
- **Severability**. If any paragraph, section, sentence, clause, or phrase contained in this Lease shall become illegal, null or void, against public policy, or otherwise unenforceable, for any reason, or held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in the Lease shall not be affected thereby.
- **Amendment or Modification**. Any modification or amendment of any provision of this Agreement must be in writing executed by both Parties and approved by the Landlord in accordance with applicable law.
- **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile copy of such execution shall be deemed an original.
- Non-Discrimination. Tenant herein covenants by and for Tenant, Tenant's successors, heirs, executors, administrators and assigns, and all persons claiming under or through Tenant, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the use, occupancy, tenure or enjoyment of the Lease Premises.
- **Acknowledgment**. Each Party acknowledges that they have read and fully understand the contents of this Lease and have had an opportunity to consult with an attorney regarding the same. This Lease represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements, either written or oral.

LANDLORD:

Calwa Recreation and Park District

Adam Ramos, District Administrator

TENANT:

Maria Para	Common	Davaz	P- N	Lozonio	Ductos
Maria Para	Carmen	Perez a	$\propto \Gamma$	vazario	Busios

By:	
Name:	
[ts:	

EXHIBIT A

[to be attached]



