Bank Account Balances

Bank of the West Revenue: \$76,802.56

Bank of the West Payroll: \$6,805.70

Fresno County Account Estimate: \$322,509.72



P.O. Box 2830, Omaha, NE 68103-2830



>013882 4724206 0001 008230 10Z CALWA RECREATION & PARK DISTRICT 4545 E CHURCH AVE FRESNO CA 93725-1537

Account Statement

July 14, 2020 - August 13, 2020

Page 1 of 4

At your service



bankofthewest.com



1-800-488-2265



1-800-659-5495 TTY

We Appreciate You

Thank you for banking with Bank of the West. We appreciate your business and look forward to continuing to serve your banking needs.

Remember to confirm your email during your next branch visit or call our Contact Center at 800-488-2265. Our emails keep you educated about our services, products and more.

CLASSIC BUSINESS CHECKING Revenue

CALWA RECREATION & PARK DISTRICT

ACCOUNT SUMMARY

Beginning Balance	\$128,008.15
3 Credits	721.23
0 Deposits	0.00
14 Withdrawals	-7,593.13
8 Checks	-29,539.80
Ending Balance	\$91,596.45

EARNINGS SUMMARY

Interest this statement period	\$0.00
Interest credited year-to-date	\$0.00
Annual percentage yield earned	0.00%
Average monthly balance	\$96,618.00

For your protection:

Examine this statement promptly. Any discrepancy must be reported within 30 days. Consumer customers: A discrepancy regarding an electronic payment or line of credit must be reported within 60 days.







July 14, 2020 - August 13, 2020

Page 2 of

4CLASSIC BUSINESS CHECKING Revenue (continued)

ACCOUNT DETAIL

Credits	Amount	Description
07# 4	\$25.00	SERVICE CHG REBATE VALUED CUSTOMER MONTHLY SERVICE CHARGE REBATE
07/14	196.23	ACCOUNT ADJ ACCOUNT ADJ EMEDCO
07/28	500.00	MOBILE DEPOSIT REMOTE DEP TO CHECKING ***-**6408

3 credits for a total of \$721.23

Withdrawals

Date	Amount	Description
07/14	\$25.00	MONTHLY SVC CHG PREVIOUS PERIOD ACTIVITY RESULTED IN MONTHLY SERVICE CHARGE
07/15	105.54	ELECTRONIC DBT VERIZON ONLINE PMT 071520 CKF412279708POS CCD
07/15	550.00	ELECTRONIC DBT JEFF PFEIFFER ONLINE PMT 071520 CKF412279708POS CCD
07/16	246.70	ELECTRONIC DBT MID VALLEY DISP ONLINE PMT 071620 CKF412279708POS CCD
07/17	500.00	DEBIT CARD POS RENAISSANCE GENERAL 5592922296 CA ON 200717 #3381
07/17	50.00	POS PURCHASE 085758 T J FOOD LIQUO FRESNO CA ##3381
07/17	29.58	POS PURCHASE 086607 T J FOOD LIQUO FRESNO CA ##3381
07/22	37.33	DEBIT CARD POS AT&T*BILL PAYMENT 8003310500 TX ON 200722 #3381
07/27	14.99	DEBIT CARD POS ZOOM.US 8887999666 CA ON 200727 #3381
07/28	14.99	DEBIT CARD POS ADOBE *800-833-6687 ADOBE.LY/ENUS CA ON 200728 #3381
07/30	86.49	POS PURCHASE 044001 ARCO #42744 FRESNO CA ##3381
07/31	5,000.00	ONLINE TRANSFER TRANSFER TO CHECKING ***-**5854
08/05	847.94	ELECTRONIC DBT PACIFIC GAS & EL ONLINE PMT 080520 CKF412279708POS CCD
08/07	84.57	POS PURCHASE 044001 ARCO #42744 FRESNO CA ##3381

14 withdrawals for a total of \$7,593.13

Checks Paid

Number	Date paid	Amount	Number	Date paid	Amount	Number	Date paid	Amount
985013	07/14	11,940.65	985030*	07/20	1,612.70	985035*	08/13	75.00
985014	07/14	13,073.09	985032*	07/28	2,543.36	985039*	08/07	63.20
985026*	07/20	75.00	985033	07/30	156.80			
8 checks pa	iid for a total o	f \$29,539.80						

^{*} Break in check number sequence.



July 14, 2020 - August 13, 2020

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IMPORTANT INFORMATION

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS (For accounts that are maintained primarily for personal, family or household purposes.)



Telephone us at (800) 488-2265, or write us at Bank of the West*, Branch Service Center, P.O. Box 2573, Omaha, NE 68103-2573 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. We will need to know the following:

- 1. Tell us your name and account number (if any).
- 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (20 business days for transactions involving new accounts) to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

*In South Dakota, Bank of the West operates under the name of Bank of the West California.







July 14, 2020 - August 13, 2020

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P.O. Box 2830, Omaha, NE 68103-2830

>000875 4880590 0001 008230 107 CALWA RECREATION & PARK DISTRICT 4545 E CHURCH AVE FRESNO CA 93725-1537

Account Statement

August 1, 2020 - August 31, 2020

Page 1 of 6

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1-800-659-5495 TTY

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REGULAR BUSINESS CHECKING Payroll

CALWA RECREATION & PARK DISTRICT

ACCOUNT SUMMARY

Beginning Balance	\$6,907.69
1 Credits	5,000.00
0 Deposits	0.00
8 Withdrawals	-6,260.03
3 Checks	-1,101.41
Ending Balance	\$4,546.25

EARNINGS SUMMARY

Interest this statement period Interest credited year-to-date	\$0.00 \$0.00
Annual percentage yield earned	0.00%
Average monthly balance	\$4,810.67

For your protection:

Examine this statement promptly. Any discrepancy must be reported within 30 days. Consumer customers: A discrepancy regarding an electronic payment or line of credit must be reported within 60 days.







August 1, 2020 - August 31, 2020

Page 2 of

6REGULAR BUSINESS CHECKING Payroll (continued)

ACCOUNT DETAIL

Credits Amount Description \$5,000.00 ONLINE TRANSFER TRANSFER FROM CHECKING ***-**6408

1 credit for a total of \$5,000.00

Withdrawals

Date	Amount	Description
08/04	\$541.59	ELECTRONIC DBT ADP Tax ADP Tax 080420 RRJIG 080416A01 CCD
08/04	2,182.38	ELECTRONIC DBT ADP WAGE PAY WAGE PAY 080420 715078332694JIG CCD
08/10	674.00	ELECTRONIC DBT JOHNSON CONTROLS ONLINE PMT.081020 CKF412279708P0S CCD
08/14	69.14	ELECTRONIC DBT ADP PAYROLL FEES ADP - FEES 081420 2RJIG 0192984 CCD
08/18	538.18	ELECTRONIC DBT ADP Tax ADP Tax 081820 RRJIG 081817A01 CCD
08/18	2.174.60	ELECTRONIC DBT ADP WAGE PAY WAGE PAY 081820 935015262903J/G CCD
08/28		ELECTRONIC DBT ADP PAYROLL FEES ADP - FEES 082820 2RJIG 2508702 CCD
08/31	11.00	SERVICE CHARGE

8 withdrawals for a total of \$6,260.03

Checks Paid

						#4	Date paid	Amount
Number	Date paid	Amount	Number	Date paid	Amount	Number	раце раци	
Ramoer	Date palo	Amount			0.40.00	11050*	08/12	340.02
11046	08/12	421.37	11047	08/05	340.02	11050*	00/12	UTUIVE
3 checks no	aid for a total of	\$1.101.41						
o cilcono pi	ala loi a total oi	Ψ1,10						

^{*} Break in check number sequence.



August 1, 2020 - August 31, 2020

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IMPORTANT INFORMATION

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS (For accounts that are maintained primarily for personal, family or household purposes.)



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August 1, 2020 - August 31, 2020

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August 1, 2020 - August 31, 2020

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CALWA RECREATION & PARK DISTRICT MEETING AGENDA

www.calwarecreation.org

REGULAR BOARD MEETING MINUTES NOTICE AND AGENDA August 18, 2020

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 lnfo@calwarecreation.org

BOARD CHAIRPERSON

Raul Guerra, Chair

DISTRICT ADMINISTRATOR

vacant

BOARD VICE CHAIR

Mary L. Rosales Vice Chair

DISTRICT COUNSEL

Hilda Cantú Montoy

BOARD MEMBERS

Jose Luis Sanchez, Board Member Gabriela Mares, Board Member Esmeralda Zamora, 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

Meeting was called to order at 5:40 p.m. Roll call was as follows:

Board Chairperson Raul Guerra's was present

Board Vice Chair Mary L. Rosales was present

Board Member Jose Luis Sanchez was present

Board Member Gabriela Mares was present

Board Member Esmeralda Zamora was present

A. INVOCATION AND FLAG SALUTE

Invocation and Flag Salute were led by Board Vice Chair Mary L. Rosales

B. APPROVAL OF AGENDA

Agenda was approved with the addition of F 5 Discussion of Appointment of DA. Motion was made by Board Chairperson Raul Guerra; Seconded by Board Member Esmeralda Zamora. Roll call was as follows:

Board Chairperson Raul Guerra vote was a yes

Board Vice Chair Mary L. Rosales vote was a yes

Board Member Jose Luis Sanchez vote was a yes

Board Member Gabriela Mares vote was a yes

Board Member Esmeralda Zamora vote was a yes

5-0 approved and 0-oppossed

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

D. OLD BUSINESS

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

None

E. NEW BUSINESS

Bank Account information (all accounts) (Informational)

Staff Report was shared with all balances for bank accounts

2. Approval of Board Meeting Minutes (A)

Minutes- July 21, 2020

Minutes- July 30, 2020 Minutes- August 4, 2020

Minutes- August 6, 2020

Minutes- August 11, 2020

Minutes were approved with correction to be made to minutes for August 4, 2020 were the direction to Calwa Staff information was to be removed from minutes. Motion was made by Board Member Esmeralda Zamora and Seconded by Board Member Jose Luis Sanchez; Roll call vote was as follows:

Board Chairperson Raul Guerra's vote was a yes Board Vice Chair Mary L. Rosales vote was a yes Board Member Jose Luis Sanchez's vote was a yes Board Member Gabriela Mares vote was a yes Board Member Esmeralda Zamora's vote was a yes 5-0 approved and 0-opposed

- 3. Update on Swimming Pool Project (Informational)
 Staff Report was shared, and Board Vice Chairperson Mary L. Rosales wanted to ask what the new completion date would be for the swimming pool.
- 4. Update on Fire and Construction of bathrooms (Informational)
 Staff Report was shared and there were no questions from Board
 Members.
- 5. Discussion of Appointment of District Administrator

Board Members discussed the appointment of new District Administrator and the information that would have to be provided to District Counsel so that they could draft up contract.

Direction to Calwa Staff was to send over the prior DA's contract to Board Chairperson Raul Guerra so he could review it.

F. CLOSED SESSION

No Closed Session was held.

Public Employee Appointment (Government Code Section 54957)

Title: District Administrator

G. REPORT OF FINAL ACTIONS TAKEN IN CLOSED SESSION

H. ADJOURNMENT

Meeting was adjourned at 6:26 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:

September 15, 2020

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 August 14, 2020.

Signature

Staff Report on Swimming Pool update

Councilmen Luis Chavez staff hand delivered the check of \$3,700.00 and it was deposited into the Revenue account.

I was contacted by Ari from Sal Quintero's office about Lou needing blueprints to see where the sewer lines, storm drains and water lines ran from the building to the swimming pool. Daniel and I looked through all the blueprints that we had found when we cleaned out the storage room. We did not come across any that showed the water, drain or sewer lines for Lou.

Lou was out here at the park on 9/10/2020 and he shared that he must have a company come out and do a survey of the drain, water, and sewer lines.

Ari shared the same information as Lou about the drain, water, and sewer lines and added that after that was approved then it would be 30 days after that they would start construction.

Ari also asked me about the CenCal demoliation being paid out for the delivery of the dirt bill that was used to fill in the old swimming pool back in May, bill was between \$7,000 and \$8,000. I responded that I had not ever received an invoice, so I knew Calwa Park had not paid them. Ari was going to ask them to resend the bill.

Staff Reports on Fire Repairs and Gas pipes

Gas pipes have been dug up and the pipes have been replaced. They replaced the gas line to the chimney, put in a on/off connection. Now they are waiting on a visit from inspector to run tests to see if it passes.

We have received two invoices for payment. bathrooms/roof payment due upon 33% completion of repair worked done. The other for the pipe gas repair 50% progress repair made of \$2,660.63.

9/10/11 Lance and Plumber met with an PG&E gas inspector for the gas pipes and he looked over the work that they had done so far, and he also looked at the bathrooms. He was going to come back once the work was completed to sign off on the work.

Lance had mentioned about looking into the possibility of bringing in temporary power to the building just not to the outside restrooms.

CALWA RECREATION AND PARK DISTRICT AGREEMENT FOR EMPLOYMENT OF DISTRICT ADMINISTRATOR

This Employment Agreement ("Agreement") is made and entered by and between Calwa Recreation and Park District ("DISTRICT") and Adam Ramos ("EMPLOYEE").

RECITALS

- A. The DISTRICT has engaged in a competitive process for selection of a District Administrator.
- B. DISTRICT desires to employ EMPLOYEE as District Administrator to provide certain benefits, and to establish certain terms and conditions of EMPLOYEE'S employment on an at-will basis as District Administrator through this Agreement.
- C. DISTRICT desires to employ EMPLOYEE as an at-will District Administrator for the DISTRICT in accordance with applicable provisions of state law, District Bylaws, and the terms of this Agreement;
- D. EMPLOYEE desires to be employed as an at-will District Administrator for the DISTRICT in accordance with applicable provisions of the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants herein contained which are made a part of this Agreement, the parties agree as follows:

AGREEMENT

1. Appointment of District Administrator.

The DISTRICT hereby appoints Adam Ramos to the position of District Administrator. EMPLOYEE hereby accepts such appointment under the terms and conditions of this Agreement.

2. Entire Agreement.

- a. This Agreement contains the entire agreement by and between the DISTRICT and EMPLOYEE and fully supersedes any and all resolutions and policies of the DISTRICT with respect to employer-employee matters and any prior agreements or understandings, written or oral, with respect to each matter addressed in this Agreement. No other agreements, oral or written, shall be deemed to exist or bind any of the parties hereto.
- b. The provisions of the DISTRICT Personnel Policies adopted by Resolution No. 2016-21 are applicable to EMPLOYEE only where not in conflict with this Agreement; provided, however, DISTRICT Personnel Policies s shall not be considered part of

this Agreement, and the DISTRICT Board of Directors reserves the right, in its sole discretion, to unilaterally change the applicability of the terms of the Personnel Policies without notice to EMPLOYEE. Employee agrees that he shall not rely on the DISTRICT Personnel Policies as a term or condition of employment with the DISTRICT.

c. An amendment or modification of this Agreement shall be effective only if in writing, approved as required by law, and signed by DISTRICT and EMPLOYEE.

3. <u>Term of Agreement.</u>

This Agreement is for a term of one year commencing on September 16, 2020. The term of this Agreement shall be at the will of either party.

4. At-Will Employment.

EMPLOYEE is an "at-will" employee who shall serve at the sole will, discretion and pleasure of the DISTRICT. Accordingly, the DISTRICT may terminate EMPLOYEE's employment under this Agreement at any time, with or without cause, for any reason, or for no reason at all. EMPLOYEE may also terminate this Agreement at any time.

5. <u>Compensation</u>.

EMPLOYEE shall be paid an annual base salary of forty one thousand seven hundred sixty dollars (\$41,760.00) paid in accordance with the DISTRICT'S payroll procedures. The hourly rate shall be \$20.00. Overtime will be paid for hours over 40 in a week.

6. Benefits.

- a. <u>Vacation</u>. EMPLOYEE may accrue up to ten days of vacation in year one. EMPLOYEE and EMPLOYEE may take vacation as set forth in the Personnel Policies.
- b. <u>Sick Leave</u>. EMPLOYEE shall accrue sick leave as set forth in the Personnel Policies. EMPLOYEE shall be allowed to use sick leave for a personal illness or the illness of an immediate family member or as may be required by state or federal law. Immediate family member under this section means the employee's spouse, domestic partner, children, mother, or father.
- c. <u>Leave Required by Law</u>. Notwithstanding any other provision in this Agreement and the Personnel Policies, to the extent not already provided for under current leave policies and provisions, EMPLOYEE shall be entitled to take any leave as may be required by state or federal law including but not limited to Family Care Leave, Military Leave, Jury Duty, and School Related Leave for children in kindergarten or grades 1 through 12.
- d. <u>Holiday Leave</u>. EMPLOYEE shall be entitled to holiday leave for holidays observed by DISTRICT as set forth in the Personnel Policies.

- e. <u>Automobile and Mileage Allowance</u>. In the event that EMPLOYEE has to use his personal vehicle for authorized DISTRICT business, the rate of mileage reimbursement shall be the current rate established by the IRS. Prior to using his car for District business, EMPLOYEE shall file proof of insurance with the District.
- 1. <u>Mobile Phone</u>. DISTRICT will provide a mobile phone to EMPLOYEE for DISTRICT-related business.

7. Duties and Responsibilities

- a. EMPLOYEE shall serve as the District Administrator of the DISTRICT in accordance with the District's job description for the position attached to this Agreement. EMPLOYEE shall perform the functions and duties as established from time to time by the Board of Directors.
- b. EMPLOYEE will work 8 hours each day five days a week from Monday to Friday.
- c. EMPLOYEE agrees to devote his productive time, ability and attention to the DISTRICT'S business.
- d. EMPLOYEE understands that he may be required to work hours other than regular DISTRICT business hours in order to accomplish the duties of District Administrator.
- e. EMPLOYEE shall be responsible to the DISTRICT for the proper administration of all affairs of the DISTRICT. EMPLOYEE shall administer, implement, and enforce policies established by the DISTRICT Board of Directors and may establish rules and regulations as necessary to implement DISTRICT policies set by the Board of Directors.

8. Performance Evaluations

- a. The DISTRICT Board will review EMPLOYEE's performance at the end of 3 months, 6 months, and one year and at such time as DISTRICT determines a performance evaluation is necessary.
- b. At the annual evaluation and as otherwise deemed appropriate by the DISTRICT Board, the DISTRICT Board will also determine whether to extend this Agreement. If EMPLOYEE receives a satisfactory evaluation and if DISTRICT wishes to extend, EMPLOYEE will receive up to a 3% salary increase.

9. Termination of Employment

a. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with the DISTRICT.

- b. Subject to the provisions of Section 10 of this Agreement, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the DISTRICT to terminate this Agreement and the services and employment of EMPLOYEE at any time, at the sole discretion of the DISTRICT with or without cause, for any reason, or for no reason. EMPLOYEE acknowledges that he shall not have and any rights to a hearing or an appeal of any kind. Termination of EMPLOYEE by the DISTRICT shall be effected only by a majority vote of three members of the DISTRICT Board convened in a duly called meeting.
- c. EMPLOYEE shall receive payment for all accrued unused vacation at the time of his separation from employment.

10. Severance Pay

- a. This severance pay provision in Section 10 of this Agreement in no way changes or modifies EMPLOYEE'S status as an at-will employee. In the event DISTRICT terminates EMPLOYEE'S employment, EMPLOYEE will be entitled to severance pay in an amount equal to two (2) week's base salary.
- b. The foregoing severance pay language shall not apply and DISTRICT has no obligation under this Agreement to pay any severance pay in the event EMPLOYEE is terminated for misconduct in office as defined below.
- c. The foregoing severance pay language shall not apply and DISTRICT has no obligation under this Agreement to pay any severance amount in the event EMPLOYEE resigns or terminates this Agreement.
 - d. The term "misconduct in office" as used in this Agreement shall mean:
 - (i) Intentional malfeasance or misfeasance or gross neglect of duty engaged in by EMPLOYEE while carrying out his duties; or
 - (ii) EMPLOYEE'S impairment due to alcohol or other substance abuse which in the reasonable judgment of DISTRICT affects or interferes with, or may interfere with, EMPLOYEE'S performance or capacity to properly discharge his duties; or
 - (iii) The commission by EMPLOYEE of a felony or a crime involving moral turpitude (whether or not prosecuted), the charge or indictment of EMPLOYEE by a governmental or prosecutorial authority of the same or the pleading by EMPLOYEE of no contest (or similar plea) to the same, whether or not committed in the course of his employment; or
 - (iv) EMPLOYEE'S committing of any act of dishonesty against DISTRICT or using or appropriating for his personal use or benefit any funds or property

of DISTRICT, unless such appropriation was specifically authorized by the DISTRICT Board of Directors.

11. <u>Indemnification</u>

The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of District Administrator's duties in accordance with the provisions of California Government Code section 825. The DISTRICT shall provide a defense in accordance with Government Code section 995.

The DISTRICT may decline to defend and/or indemnify EMPLOYEE only as permitted by the California Government Code. The DISTRICT may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom.

12. Notices

Notices pursuant to this Agreement shall be in writing and served by mailing via the United States Postal Service, first class postage prepaid, addressed as follows:

THE DISTRICT

Board of Directors Calwa Recreation and Park District 4545 E. Church Avenue Fresno, CA 93725

THE EMPLOYEE

Adam Ramos [add address] [add address]

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of mailing of such written notice, postage prepaid, with the United States Postal Service.

13. <u>Employee's Independent Review</u>

EMPLOYEE acknowledges that he has had the opportunity and has conducted an independent review of the financial, tax, and legal effects of this Agreement. EMPLOYEE has not relied upon any representation of DISTRICT, its officers, agents, or employees other than those expressly set forth in this Agreement.

14. Miscellaneous

- a. The text herein shall constitute the entire agreement between the parties. This Agreement may not be modified, except by written agreement executed by both parties.
- b. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- c. This Agreement shall be governed by the laws of the State of California and venue for any proceedings shall be in Fresno County.
- d. The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against or in favor of either party.
- e. This Agreement may be executed in counterparts containing original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below.

CALWA RECREATION AND PARK DISTRICT

Raul Guerra, Board Chairperson
Date:
EMPLOYEE
Adam Ramos
Date

Recording Requested By: Public Works Department City of Fresno No Fee-Gov't. Code Sections 6103 and 27383

When Recorded, Mail To: Public Works Department City of Fresno 2600 Fresno Street Fresno, CA. 93721-3623 ATTN: Right-of-way Section

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 480-110-36T (portion)

DEED OF EASEMENT

Calwa Recreations and Park District, GRANTOR, hereby GRANTS to the City of Fresno, a municipal corporation, GRANTEE, an easement and right-of-way for street purposes over, through and across all that real property situated in the City of Fresno, County of Fresno, State of California, more particularly described and shown as follows:

See Exhibits "A" and "B", which are attached and incorporated herein

Calwa Recreations and Park District

Вν	•	Dated:	
-,	·		

2020-041 15-A-9652

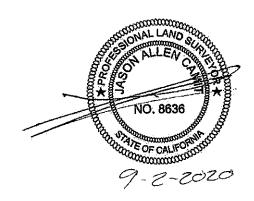
EXHIBIT "A"

APN 480-110-36T (portion) Street easement

That portion of Lot 11 of Richland Tract, according to the map thereof recorded in Volume 4 of Plats, at Page 28, Fresno County Records, lying in the Northwest quarter of Section 13, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

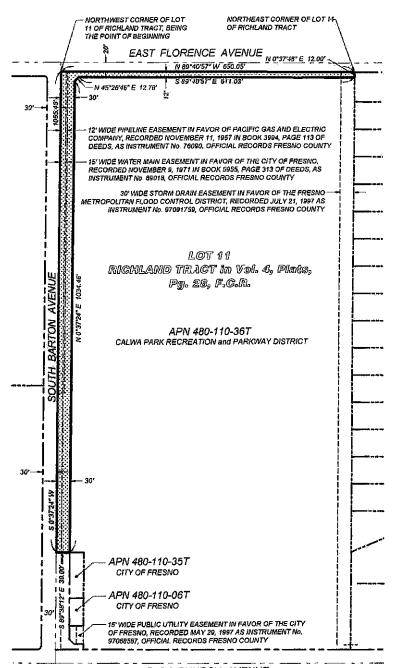
BEGINNING at the Northwest corner of said Lot 11; thence South 0°37'24" West, on the West line of said Lot 11, a distance of 1055.45 feet to the northwest corner of that portion of land dedicated as public street right of way as described in that deed of easement recorded May 29, 1997, as Instrument No. 97068587, Official Record Fresno County; thence South 89°38'12" East, on the North line of last said deed of easement, a distance of 30.00 feet to the Northeast corner of last said deed of easement and also being the East line of the West 30.00 feet of said Lot 11; thence North 0°37'24" East, on said East line, a distance of 1034.46 feet; thence North 45°26'46" East, a distance of 12.78 feet to the South line of the North 12.00 feet of said Lot 11; thence South 89°40'57" East, on said South line, distance of 611.03 feet to the East line of said Lot 11; thence North 0°37'48" East, on said East line, a distance of 12.00 feet to the Northeast corner of said Lot 11; thence North 89°40'57" West, a distance of 650.05 feet to the Northwest corner of said Lot 11 and the **POINT OF BEGINNING**.

Containing an area of 38,145 square feet; 0.90 acres, more or less.



2020-041 15-A-9652

EXHIBIT "B"





INDICATES AREA TO BE DEDICATED AS PUBLIC STREET RIGHT OF WAY, CONTAINING AN AREA OF 39,145 S.F. ±; 0.90 ACRES ±



EAST CHURCH AVENUE

REF,& REV.	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. PW00907 RES TYPE
15-A-9652 PLAT 2960	AREA TO BE DEDICATED FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES.	DR. BY J.A.C. SHEET NO. 1 CH. BY J.A.C. OF 1 SHEETS DATE AUGUST 31, 2020 COLUMN 3" = 200"