



For the Meeting of: 01/31/2023
Agenda Item No.: D-1

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Minutes of the Regular Meeting held on December 13, 2022.

RECOMMENDATION:

That the Board approve the minutes for date December 13, 2022.

SUMMARY:

Meeting minutes are provided for each regular meeting. Detailed minutes are provided in the agendas with the minutes or notes attached with this report.

REASON FOR RECOMMENDATION:

To have monthly agenda minutes certified.

FISCAL IMPACT:

There is no fiscal impact resulting from this report.

Attachments:

- Regular Meeting Minutes for December 13, 2022.



**CALWA RECREATION & PARK DISTRICT
MEETING AGENDA**

www.calwarecreation.org

**REGULAR BOARD MEETING
NOTICE AND AGENDA
December 13, 2022
4545 E. Church Ave, Fresno CA 93725**

BOARD CHAIRPERSON

Esmeralda Zamora, Chair **PRESENT**

DISTRICT ADMINISTRATOR

Adam Ramos

PRESENT

BOARD VICE CHAIR

Raul Guerra Vice Chair **PRESENT**

DISTRICT COUNSEL

Hilda Cantú Montoy

PRESENT

BOARD MEMBERS

Joseph Perez, Board Member **PRESENT**

Laura Garcia, Board Member **ABSENT**

Mary L. Rosales, Board Member **PRESENT**

THE BOARD OF DIRECTORS HAS RESUMED MEETINGS IN PERSON. Members of the public may attend or the meeting or participate per the Zoom information below. The Board welcomes you to its meetings and encourages you to participate at the meeting or via Zoom. This agenda contains a brief general description of each item that will be considered by the Board. All persons who call in or who attend the meeting are asked to silence pagers, cell phones, and other devices that may disrupt the Board meeting. The Board may consider and act on an agenda item in any order it deems appropriate.

Topic: Calwa Recreation and Park District Regular Board Meeting

Time: Dec 13, 2022 05:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84702694173>

Meeting ID: 847 0269 4173

One tap mobile

+14086380968,,84702694173# US (San Jose)

+16694449171,,84702694173# US

Dial by your location

+1 408 638 0968 US (San Jose)

Meeting ID: 847 0269 4173

Find your local number: <https://us02web.zoom.us/u/ki8bEqBAQ>

CALL TO ORDER AND ROLL CALL

Call to order time: 5:39pm.

A. INVOCATION AND FLAG SALUTE

Invocation and flag salute was led by Director Rosales.

B. APPROVAL OF AGENDA

1st: Joseph Perez

2nd: Esmeralda Zamora

EZ=Yes MR=Yes

RG=Yes JP=Yes

LG=Abstain/absent

C. PUBLIC COMMENTS

Members of the public who wish to address the Board on an item that is not on the agenda may do so now. Members of the public wishing to address the District on an agenda item may do so when the agenda 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.

No public comments present in person or via zoom.

D. CONSENT CALENDAR

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

1. **SUBJECT:** Minutes of the Special Meeting held on November 15, 2022.

RECOMMENDATION: That the Board approve the minutes.

2. **SUBJECT:** Bank Account Information (all accounts)

RECOMMENDATION: That the Board accept the report.

Director Perez inquired about the totals for the water bill as well as the Repairs and Maintenance line cost. DA stated we are not sure what part of the park is using that much water with the leaks to fields repaired. DA addressed the cost of the Repairs and MT and said that cost includes the fencing approved fencing upgrades.

3. **SUBJECT:** Remote City Council Meetings Under New Brown Act Requirements (AB 361).

RECOMMENDATION: It is recommended that it adopt Resolution No. 2022-17 Reauthorizing Remote Teleconference Public Meetings by the Board of in Accordance with Assembly Bill 361.

Counsel commented that the Board should consider removing this option and have all Directors and District board meetings back to in person only.

1st: Director Perez

2nd: Director Rosales

Role Call Vote:

EZ=Yes MR=Yes

RG=Yes JP=Yes

LG=Abstain/absent

E. UNFINISHED BUSINESS

1. SUBJECT: Six Month Financial Evaluation of District Finances for Fiscal Year 2022-2023.

RECOMMENDATION: That the Board receive report, discuss, and provide direction, if needed.

DA presented 5 months of financial information to the board. It was requested by Director Guerra that a 6 month revenue intake report is needed for the next meeting to ensure that tax apportionments are received in timely manner stated Director Guerra. Director Perez praised the simplicity of the report and asked all financial reports reflect the report provided for the 5 month break down.

F. NEW BUSINESS

1. SUBJECT: Approval of Park Event Rental Agreement with Serena Lujan for Bizarre Art Festival.

RECOMMENDATION: That the Board receive report, discuss, and provide direction, and approve agreement.

DA presented board with agreement for Bizare Art Festival for Jan 2023. No feedback was made by Board and DA stated that all documents have been provided including insurance, rental agreements, secutirty agreements, restroom agreements and more.

1st Motion: Director Rosales

2nd Motion: Director Zamora

Roll Call Vote:
EZ=Yes MR=Yes
RG=Yes JP=Yes
LG=Abstain/absent

2. SUBJECT: Approval of District Vendor Agreements.

RECOMMENDATION: That the Board receive report and approve all contracts with District vendors: Elias Blajos, Maria Del Carmen Parra Bucio, Erika Lopez, Cruz Delgado, Johana Espinoza, and Blanca Parra with Efren Sanchez.

DA presented Board with all of the current District vendors and the agreements for this upcoming year 2023. DA and counsel reviewed the language and stated that some language does need to be updated. The motions were made contingent on updated language and changes to come vendors agreements after approval and review from legal counsel.

1st Motion: Director Rosales
2nd Motion: Director Zamora
Roll Call Vote:
EZ=Yes MR=Yes
RG=Yes JP=Yes
LG=Abstain/absent

3. SUBJECT: Approve Employee Christmas Celebration Fund Request

RECOMMENDATION: That the Board receive report and approve requested funds in the amount of \$400.00.

DA presented report for a holiday company appreciation party. It was approved that the bill will not exceed \$400.00 and that the staff are not allowed to consume alcohol while at the party even if the alcohol is purchased from personal funds. Legal counsel suggested that in the next budget that this may need to be a separate line item. The funds were agreed to be used from the general fund. A cost report was requested by Director Perez.

1st Motion: Director Perez
2nd Motion: Director Rosales
Roll Call Vote:
EZ=Yes MR=Yes
RG=Yes JP=Yes
LG=Abstain/absent

G. DISTRICT ADMINISTRATOR'S REPORT

Informational report on COVID 19, Swimming Pool Project, Prop 68 Project, and other

information.

DA informed board about the current position the board is in with each of the projects. No feedback was given for covid-19. Director Perez stated that it may be necessary to hire consultation firm to assist with the completion of the pool project. This was agreed by the board as well as the DA and Legal. DA stated that we are working with each other to complete the pool in the accordance with updated codes and plans. Prop 68 information was also presented and Director Perez asked where would mechanical equipment be stored during the construction and if they damaged any fields during the construction that they are responsible for repairing the fields. No inquires were made.

H. Director Communications/Agenda Items

This portion of the meeting is reserved for the Directors (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to initiate new matters and to request updates, (iii) and to initiate new agenda items. Under this section the Board may take action only on items specifically agendized and which meet other requirements for actions.

I. CLOSED SESSION **None.**

J. REPORT OF FINAL ACTIONS TAKEN IN CLOSED SESSION, IF ANY

K. 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 partially open. 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.

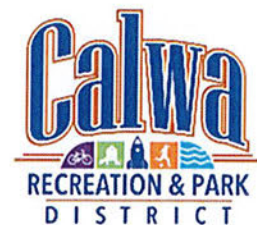
NEXT REGULAR MEETING: January 17, 2023.

Certification of Posting

State of California

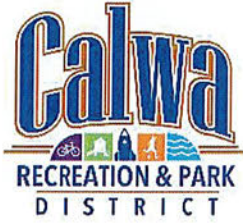
County of Fresno

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 December 9, 2022.

Adam J. Ramos



For the Meeting of: 1/31/2023
Agenda Item No.: D-2

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Bank Account Information (all accounts)

RECOMMENDATION:

That the Board receive report on District finances for all accounts for the month of December.

SUMMARY:

District maintains three accounts: payroll, revenue, and county. Transparency for all accounts and all transactions are provided in this report.

REASON FOR RECOMMENDATION:

Inform Board on current District finances for all accounts.

FISCAL IMPACT:

There is no fiscal impact resulting from this report.

Attachments:

- Fresno County Account Document
- Reconciliation of PR and REV Accounts
- Detailed Report of PR and REV Accounts
- Detailed Report of Expenses and Revenue for the Month of December



For the Meeting of: 1/31/2023
Agenda Item No.: D-2

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

Account	Total
Fresno County	\$680,940.27
BOW REV	\$57,125.16
BOW PR	\$20,659.09
RESTRICTED FUNDS (POOL DONATED FUNDS)	-\$93,771.49
TOTALS	\$664,953.03

1:11 PM

01/09/23

Calwa Recreation and Park District
Reconciliation Summary
Bank of the West Payroll, Period Ending 12/31/2022

	<u>Dec 31, 22</u>	
Beginning Balance	9,160.99	
Cleared Transactions		
Checks and Payments - 12 items	-15,585.05	
Deposits and Credits - 1 item	15,000.00	
Total Cleared Transactions	<u>-585.05</u>	
Cleared Balance	<u><u>8,575.94</u></u>	
Register Balance as of 12/31/2022	8,575.94	
Ending Balance	8,575.94	

**Calwa Recreation and Park District
Reconciliation Detail
Bank of the West Payroll, Period Ending 12/31/2022**

Type	Date	Num	Name	Cir	Amount	Balance
Beginning Balance						9,160.99
Cleared Transactions						
Checks and Payments - 12 items						
Check	12/02/2022		ADP	X	-84.03	-84.03
Check	12/06/2022		ADP	X	-4,411.07	-4,495.10
Check	12/06/2022		ADP	X	-1,602.95	-6,098.05
Check	12/08/2022		Saide Alvarado	X	-739.82	-6,837.87
Check	12/09/2022		Ulysses S. Grant	X	-698.12	-7,535.99
Check	12/16/2022		ADP	X	-84.03	-7,620.02
Check	12/20/2022		ADP	X	-4,548.33	-12,168.35
Check	12/20/2022		ADP	X	-1,705.09	-13,873.44
Check	12/22/2022		Saide Alvarado	X	-676.78	-14,550.22
Check	12/23/2022		Ulysses S. Grant	X	-763.33	-15,313.55
Check	12/27/2022		Mary L. Rosales	X	-182.50	-15,496.05
Check	12/30/2022		ADP	X	-89.00	-15,585.05
Total Checks and Payments					-15,585.05	-15,585.05
Deposits and Credits - 1 item						
Deposit	12/05/2022		Payroll Transfer	X	15,000.00	15,000.00
Total Deposits and Credits					15,000.00	15,000.00
Total Cleared Transactions					-585.05	-585.05
Cleared Balance					-585.05	8,575.94
Register Balance as of 12/31/2022					-585.05	8,575.94
Ending Balance					-585.05	8,575.94

2:39 PM

01/09/23

Calwa Recreation and Park District
Reconciliation Summary
Bank of West NEW REV ...08, Period Ending 12/31/2022

	<u>Dec 31, 22</u>
Beginning Balance	24,430.50
Cleared Transactions	
Checks and Payments - 80 items	-36,462.44
Deposits and Credits - 7 items	40,082.14
Total Cleared Transactions	<u>3,619.70</u>
Cleared Balance	<u>28,050.20</u>
Register Balance as of 12/31/2022	28,050.20
Ending Balance	28,050.20

Calwa Recreation and Park District Reconciliation Detail

Bank of West NEW REV ...08, Period Ending 12/31/2022

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						24,430.50
Cleared Transactions						
Checks and Payments - 80 items						
Check	12/01/2022		City of Fresno	X	-3,179.23	-3,179.23
Check	12/01/2022		Amazon	X	-17.33	-3,196.56
Check	12/02/2022		Mid Valley Disposal	X	-272.80	-3,469.36
Check	12/02/2022		Leasedirect Payment	X	-146.82	-3,616.18
Check	12/02/2022		Grainger.com	X	-133.72	-3,749.90
Check	12/02/2022		Streamline	X	-75.00	-3,824.90
Deposit	12/05/2022		Payroll Transfer	X	-15,000.00	-18,824.90
Check	12/05/2022		Terminix	X	-66.60	-18,891.50
Check	12/05/2022		Amazon	X	-60.30	-18,951.80
Check	12/05/2022		Ameriguard Security...	X	-51.99	-19,003.79
Check	12/05/2022		Amazon	X	-35.74	-19,039.53
Check	12/05/2022		Amazon	X	-17.33	-19,056.86
Check	12/06/2022		Walmart	X	-38.03	-19,094.89
Check	12/06/2022		Amazon	X	-17.33	-19,112.22
Check	12/06/2022		Walgreens	X	-10.29	-19,122.51
Check	12/07/2022		PG and E	X	-2,157.67	-21,280.18
Check	12/07/2022		The Home Depot	X	-164.63	-21,444.81
Check	12/07/2022		Verizon Wireless	X	-71.36	-21,516.17
Check	12/07/2022		Amazon	X	-54.16	-21,570.33
Check	12/08/2022		The Home Depot	X	-68.11	-21,638.44
Check	12/09/2022		Grizzly Electric	X	-2,200.00	-23,838.44
Check	12/09/2022		Starlink	X	-110.00	-23,948.44
Check	12/12/2022		Yellow Dog Signs & ...	X	-251.91	-24,200.35
Check	12/12/2022		Saavedra Bakery	X	-45.00	-24,245.35
Check	12/13/2022		Montoy Law Corpora...	X	-1,095.00	-25,340.35
Check	12/13/2022		Jeff Pfeiffer	X	-550.00	-25,890.35
Check	12/13/2022		Target	X	-93.86	-25,984.21
Check	12/14/2022		Target	X	-113.71	-26,097.92
Check	12/14/2022		Arco	X	-25.35	-26,123.27
Check	12/14/2022		Target	X	-23.32	-26,146.59
Check	12/14/2022		Target	X	-14.72	-26,161.31
Check	12/14/2022		Target	X	-7.50	-26,168.81
Check	12/15/2022		Target	X	-258.11	-26,426.92
Check	12/15/2022		Target	X	-26.74	-26,453.66
Check	12/15/2022		Target	X	-12.99	-26,466.65
Check	12/16/2022		Lighting Loan-De La...	X	-1,955.72	-28,422.37
Check	12/16/2022		Walmart	X	-601.26	-29,023.63
Check	12/16/2022		Yellow Dog Signs & ...	X	-485.64	-29,509.27
Check	12/16/2022		Target	X	-144.19	-29,653.46
Check	12/16/2022		Sunnyside Trophy	X	-129.21	-29,782.67
Check	12/16/2022		Target	X	-38.97	-29,821.64
Check	12/16/2022		Amazon	X	-14.07	-29,835.71
Check	12/16/2022		Target	X	-12.99	-29,848.70
Check	12/16/2022		Target	X	-12.99	-29,861.69
Check	12/16/2022		Target	X	-12.99	-29,874.68
Check	12/16/2022		Amazon	X	-8.66	-29,883.34
Check	12/19/2022		Hall Deposit Refund	X	-200.00	-30,083.34
Check	12/19/2022		Foods Co. Gas	X	-105.00	-30,188.34
Check	12/19/2022		Walmart	X	-103.63	-30,291.97
Check	12/19/2022		Walmart	X	-40.08	-30,332.05
Check	12/19/2022		Amazon	X	-16.24	-30,348.29
Check	12/19/2022		Target	X	-10.80	-30,359.09
Check	12/20/2022		Saavedra Bakery	X	-170.00	-30,529.09
Check	12/20/2022		Employee Reimburs...	X	-118.70	-30,647.79
Check	12/21/2022		AT and T	X	-97.49	-30,745.28
Check	12/21/2022		Office Depot	X	-43.33	-30,788.61
Check	12/21/2022		Walmart	X	-36.85	-30,825.46
Check	12/22/2022		Hobby Lobby	X	-65.50	-30,890.96
Check	12/22/2022		Walgreens	X	-40.00	-30,930.96
Check	12/22/2022		Office Depot	X	-24.42	-30,955.38
Check	12/23/2022		Target	X	-396.26	-31,351.64
Check	12/23/2022		Target	X	-360.75	-31,712.39
Check	12/23/2022		Hobby Lobby	X	-359.60	-32,071.99
Check	12/23/2022		AT and T	X	-272.22	-32,344.21
Check	12/23/2022		Hall Deposit Refund	X	-200.00	-32,544.21

Calwa Recreation and Park District Reconciliation Detail

Bank of West NEW REV ...08, Period Ending 12/31/2022

Type	Date	Num	Name	Clr	Amount	Balance
Check	12/23/2022		Me and Eds Pizza	X	-100.48	-32,644.69
Check	12/23/2022		Regal Cinemas	X	-90.00	-32,734.69
Check	12/23/2022		Panda Express	X	-75.00	-32,809.69
Check	12/23/2022		Five Below	X	-18.16	-32,827.85
Check	12/23/2022		Canva	X	-12.99	-32,840.84
Check	12/27/2022		California Special Di...	X	-1,645.00	-34,485.84
Check	12/27/2022		City of Fresno	X	-1,335.12	-35,820.96
Check	12/27/2022		BJs Resaurant	X	-342.95	-36,163.91
Check	12/27/2022		Walmart	X	-29.61	-36,193.52
Check	12/27/2022		Adobe	X	-14.99	-36,208.51
Check	12/27/2022		Zoom Video Commu...	X	-14.99	-36,223.50
Check	12/28/2022		Unifirst	X	-186.40	-36,409.90
Check	12/28/2022		Save Mart	X	-24.00	-36,433.90
Check	12/29/2022		Employee Reimburs...	X	-12.35	-36,446.25
Check	12/30/2022		Amazon	X	-16.19	-36,462.44
Total Checks and Payments					-36,462.44	-36,462.44
Deposits and Credits - 7 items						
Deposit	12/02/2022		Amazon	X	17.33	17.33
Deposit	12/05/2022		CALWA RECREATI...	X	40,000.00	40,017.33
Deposit	12/06/2022		Amazon	X	17.33	40,034.66
Deposit	12/16/2022		Walmart	X	23.62	40,058.28
Deposit	12/27/2022		Panda Express	X	3.00	40,061.28
Deposit	12/27/2022		CALWA RECREATI...	X	7.14	40,068.42
Deposit	12/28/2022		CALWA RECREATI...	X	13.72	40,082.14
Total Deposits and Credits					40,082.14	40,082.14
Total Cleared Transactions					3,619.70	3,619.70
Cleared Balance					3,619.70	28,050.20
Register Balance as of 12/31/2022					3,619.70	28,050.20
Ending Balance					3,619.70	28,050.20

Date	Check No.	Description	Memo	Debit	Credit	Balance
12/30/2022		POS AMAZON PRIME*DW8J05F53 AMZN.COM/BILL WA ON 221230 #6024		-16.19		\$28,050.20
12/29/2022		CHECK-EE REIMBURSEMENT		-12.35		\$28,066.39
12/28/2022		POS 559890 SAVEMART #93.F FRESNO CA ##6024		-24		\$28,078.74
12/28/2022		POS UNIFIRST CORPORATION 978-658-8888 MA ON 221228 #6024		-186.4		\$28,102.74
12/28/2022		POS RBT BJS RESTAURANTS 43 EASYSAVINGS NY ON 221228 #6024			13.72	\$28,289.14
12/27/2022		DIRECTDEBIT CITY OF FRESNO ONLINE PMT 122722 CKF503215666POS WEB S		-1335.12		\$28,275.42
12/27/2022		CHECK-CSDA MEMBERSHIP RENEWAL		-1645		\$29,610.54
12/27/2022		POS ZOOM.US 888-799-9666 SAN JOSE CA ON 221227 #6024		-14.99		\$31,255.54
12/27/2022		POS ADOBE *ACROPRO SUBS 40853566000 CA ON 221227 #6024		-14.99		\$31,270.53
12/27/2022		POS 068323 Walmart.com Bentonville AR ##6024		-29.61		\$31,285.52
12/27/2022		POS BJS RESTAURANTS 435 FRESNO CA ON 221225 #6024		-342.95		\$31,315.13
12/27/2022		POS CANVA CASHBACK EASYSAVINGS NY ON 221226 #6024			7.14	\$31,658.08
12/27/2022		POS RBT PANDA EXPRESS #184 EASYSAVINGS NY ON 221226 #6024			3	\$31,650.94
12/23/2022		CHECK-HALL REFUND DEPOSIT		-200		\$31,647.94
12/23/2022		POS 099186 HOBBYLOBBY FRESNO CA ##6024		-359.6		\$31,847.94
12/23/2022		POS CANVA * I03643-1469965 CAMDEN DE ON 221223 #6024		-12.99		\$32,207.54
12/23/2022		POS ME N EDS PIZZERIA - 03 FRESNO CA ON 221223 #6024		-100.48		\$32,220.53
12/23/2022		POS PANDA EXPRESS #1848 FRESNO CA ON 221223 #6024		-75		\$32,321.01
12/23/2022		POS MARKETPLACE AT EL PASE FRESNO CA ON 221223 #6024		-90		\$32,396.01
12/23/2022		POS FIVE BELOW #1344 FRESNO CA ON 221223 #6024		-18.16		\$32,486.01
12/23/2022		POS TARGET 00027441 FRESNO CA ON 221223 #6024		-360.75		\$32,504.17
12/23/2022		POS ATT*CONS PHONE PMT 800-288-2020 TX ON 221223 #6024		-272.22		\$32,864.92
12/23/2022		POS TARGET 00027441 FRESNO CA ON 221223 #6024		-396.26		\$33,137.14
12/22/2022		POS 429415 OFFICE DE 3804 SH FRESNO CA ##6024		-24.42		\$33,533.40
12/22/2022		POS 105038 WALGREENS 6010 N FRESNO CA ##6024		-40		\$33,557.82
12/22/2022		POS 017999 HOBBYLOBBY FRESNO CA ##6024		-65.5		\$33,597.82
12/21/2022		POS 782490 WAL-MART #2001 FRESNO CA ##6024		-36.85		\$33,663.32
12/21/2022		POS ATT* BILL PAYMENT 8003310500 TX ON 221221 #6024		-97.49		\$33,700.17
12/21/2022		POS OFFICE DEPOT #945 800-463-3768 CA ON 221221 #6024		-43.33		\$33,797.66
12/20/2022		CHECK-EE REIMBURSEMENT		-118.7		\$33,840.99
12/20/2022		POS SAAVEDRAS BAKERY FRESNO CA ON 221220 #6024		-170		\$33,959.69
12/19/2022		CHECK-HALL REFUND DEPOSIT		-200		\$34,129.69
12/19/2022		POS 125907 FOODSCO FUEL # FRESNO CA ##6024		-105		\$34,329.69
12/19/2022		POS 597256 SMART AND FINA FRESNO CA ##6024		-40.08		\$34,434.69
12/19/2022		POS 228849 AMAZON.COM*UK2 SEATTLE WA ##6024		-16.24		\$34,474.77
12/19/2022		POS 226690 Walmart.com Bentonville AR ##6024		-103.63		\$34,491.01
12/19/2022		POS TARGET.COM * 800-591-3869 MN ON 221218 #6024		-10.8		\$34,594.64
12/16/2022		DIRECTDEBIT LEASE DIRECT WEB PAY 121622 78055845 CCD		-1955.72		\$34,605.44
12/16/2022		POS 339807 Walmart.com Bentonville AR ##6024		-601.26		\$36,561.16
12/16/2022		POS 360430 AMAZON.COM*6US SEATTLE WA ##6024		-8.66		\$37,162.42
12/16/2022		POS 356607 AMAZON.COM*4JA SEATTLE WA ##6024		-14.07		\$37,171.08
12/16/2022		POS 449946 YELLOW DOG SIG FRESNO CA ##6024		-485.64		\$37,185.15
12/16/2022		POS TARGET.COM * 800-591-3869 MN ON 221216 #6024		-144.19		\$37,670.79
12/16/2022		POS TARGET.COM * 800-591-3869 MN ON 221216 #6024		-38.97		\$37,814.98
12/16/2022		POS TARGET.COM * 800-591-3869 MN ON 221216 #6024		-12.99		\$37,853.95

12/16/2022	POS TARGET.COM * 800-591-3869 MN ON 221216 #6024			-12.99		\$37,866.94
12/16/2022	POS TARGET.COM * 800-591-3869 MN ON 221216 #6024			-12.99		\$37,879.93
12/16/2022	POS SUNNYSIDE TROPHY FRESNO CA ON 221216 #6024			-129.21		\$37,892.92
12/16/2022	POS 393354 Walmart.com Bentonville AR ##6024				23.62	\$38,022.13
12/15/2022	POS TARGET.COM * 800-591-3869 MN ON 221215 #6024			-26.74		\$37,998.51
12/15/2022	POS TARGET.COM * 800-591-3869 MN ON 221215 #6024			-258.11		\$38,025.25
12/15/2022	POS TARGET.COM * 800-591-3869 MN ON 221215 #6024			-12.99		\$38,283.36
12/14/2022	DEBIT PREVIOUS PERIOD ACTIVITY RESULTED IN MONTHLY SERVICE CHARGE			-25		\$38,296.35
12/14/2022	POS 311243 ARCO #470200 AMP FRESNO CA ##6024			-25.35		\$38,321.35
12/14/2022	POS TARGET.COM * 800-591-3869 MN ON 221214 #6024			-14.72		\$38,346.70
12/14/2022	POS TARGET.COM * 800-591-3869 MN ON 221214 #6024			-113.71		\$38,361.42
12/14/2022	POS TARGET.COM * 800-591-3869 MN ON 221214 #6024			-23.32		\$38,475.13
12/14/2022	POS TARGET.COM * 800-591-3869 MN ON 221214 #6024			-7.5		\$38,498.45
12/14/2022	CREDIT VALUED CUSTOMER MONTHLY SERVICE CHARGE REBATE				25	\$38,505.95
12/13/2022	DIRECTDEBIT MONTOY LAW CORPO ONLINE PMT 121322 CKF503215666POS WEB S			-1095		\$38,480.95
12/13/2022	DIRECTDEBIT JEFF PEIFFER ONLINE PMT 121322 CKF503215666POS WEB S			-550		\$39,575.95
12/13/2022	POS TARGET.COM * 800-591-3869 MN ON 221213 #6024			-93.86		\$40,125.95
12/12/2022	POS 365873 YELLOW DOG SIG FRESNO CA ##6024			-251.91		\$40,219.81
12/12/2022	POS SAAVEDRAS BAKERY FRESNO CA ON 221211 #6024			-45		\$40,471.72
12/9/2022	CHECK #145-ELECTRICAL WORK INVOICE TROUBLESHOOT		ELECTRICAL INVOICE	-2200		\$40,516.72
12/9/2022	POS STARLINK INTERNET 310-6828100 CA ON 221209 #6024			-110		\$42,716.72
12/8/2022	POS THE HOME DEPOT #1086 FRESNO CA ON 221208 #6024			-68.11		\$42,826.72
12/7/2022	DIRECTDEBIT PACIFIC GAS & EL ONLINE PMT 120722 CKF503215666POS WEB S			-2157.67		\$42,894.83
12/7/2022	DIRECTDEBIT THE HOME DEPOT R ONLINE PMT 120722 CKF503215666POS WEB S			-164.63		\$45,052.50
12/7/2022	DIRECTDEBIT VERIZON ONLINE PMT 120722 CKF503215666POS WEB S			-71.36		\$45,217.13
12/7/2022	POS 444851 AMAZON.COM*821 SEATTLE WA ##6024			-54.16		\$45,288.49
12/6/2022	POS 425143 WALGREENS 4810 E FRESNO CA ##6024			-10.29		\$45,342.65
12/6/2022	POS 121853 AMAZON.COM*F37 SEATTLE WA ##6024			-17.33		\$45,352.94
12/6/2022	POS 345123 Walmart.com Bentonville AR ##6024		CHRISTMAS PROGRAM	-38.03		\$45,370.27
12/6/2022	POS 799369 AMAZON.COM SEATTLE WA ##6024				17.33	\$45,408.30
12/5/2022	DIRECTDEBIT TERMINIX CHECKS 120222 221202000002 PPD S			-66.6		\$45,390.97
12/5/2022	XFER TO CHECKING ACCT # 097-005854 - IN PERSON			-15000		\$45,457.57
12/5/2022	POS AMERIGUARD SEC. SYSTEM FRESNO CA ON 221205 #6024			-51.99		\$60,457.57
12/5/2022	POS 406657 AMAZON.COM*633 SEATTLE WA ##6024			-17.33		\$60,509.56
12/5/2022	POS 871802 AMAZON.COM*H09 SEATTLE WA ##6024			-35.74		\$60,526.89
12/5/2022	POS 876038 AMAZON.COM*9F8 SEATTLE WA ##6024			-60.3		\$60,562.63
12/5/2022	DEP				40000	\$60,622.93
12/2/2022	DIRECTDEBIT MIDVALLEY DISP REFUSE SVC 120222 15675500 PPD S			-272.8		\$20,622.93
12/2/2022	DIRECTDEBIT LEASE DIRECT WEB PAY 120222 78129269 CCD			-146.82		\$20,895.73
12/2/2022	DIRECTDEBIT GETSTREAMLINE.CO GETSTREAMLINE 120222 ST-H9U81V4P4M6 CCD			-75		\$21,042.55
12/2/2022	POS GRAINGER 877-2022594 IL ON 221202 #6024			-133.72		\$21,117.55
12/2/2022	POS 590889 AMAZON.COM SEATTLE WA ##6024				17.33	\$21,251.27
12/1/2022	CHECK-CITY OF FRESNO WATER BILL			-3179.23		\$21,233.94
12/1/2022	POS 320584 AMAZON.COM*373 SEATTLE WA ##6024			-17.33		\$24,413.17

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01/09/23

Calwa Recreation and Park District
Reconciliation Summary
Fresno County BANK Account, Period Ending 12/31/2022

	<u>Dec 31, 22</u>
Beginning Balance	616,626.96
Cleared Transactions	
Checks and Payments - 1 item	-40,000.00
Deposits and Credits - 2 items	154,313.31
	<u>114,313.31</u>
Total Cleared Transactions	114,313.31
Cleared Balance	<u>730,940.27</u>
Uncleared Transactions	
Checks and Payments - 4 items	-190,000.00
	<u>-190,000.00</u>
Total Uncleared Transactions	-190,000.00
Register Balance as of 12/31/2022	<u>540,940.27</u>
Ending Balance	540,940.27

Calwa Recreation and Park District
Reconciliation Detail
Fresno County BANK Account, Period Ending 12/31/2022

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						616,626.96
Cleared Transactions						
Checks and Payments - 1 item						
General Journal	12/31/2022			X	-40,000.00	-40,000.00
Total Checks and Payments					-40,000.00	-40,000.00
Deposits and Credits - 2 items						
Deposit	12/05/2022		CALWA RECREATI...	X	0.00	0.00
General Journal	12/31/2022			X	154,313.31	154,313.31
Total Deposits and Credits					154,313.31	154,313.31
Total Cleared Transactions					114,313.31	114,313.31
Cleared Balance					114,313.31	730,940.27
Uncleared Transactions						
Checks and Payments - 4 items						
Deposit	07/14/2022		CALWA RECREATI...		-50,000.00	-50,000.00
Deposit	07/29/2022		CALWA RECREATI...		-50,000.00	-100,000.00
Deposit	09/01/2022		CALWA RECREATI...		-50,000.00	-150,000.00
Deposit	10/21/2022		CALWA RECREATI...		-40,000.00	-190,000.00
Total Checks and Payments					-190,000.00	-190,000.00
Total Uncleared Transactions					-190,000.00	-190,000.00
Register Balance as of 12/31/2022					-75,686.69	540,940.27
Ending Balance					-75,686.69	540,940.27

PeopleSoft
MONTHLY GENERAL LEDGER TRIAL BALANCE

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Report I
Program:

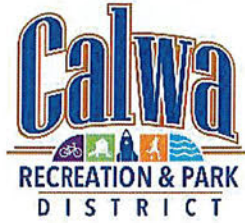
Fiscal Year 2023
Through Period 6

Fund: Calwa Park And Recreation Dist	Beginning Balance		Year-to-Date Transaction		Current Balances	
	Debit Accts	Credit Accts	Debits	Credits	Debits Accts	Credit Accts
0110 Cash In Treasury	800,742.87	0.00	0.00	69,802.60	730,940.27	0.00
0315 Interest Receivable	2,574.21	0.00	0.00	2,574.21	0.00	0.00
1435 Due To Other Governmental	0.00	1,619,309.92	0.00	0.00	0.00	1,619,309.92
1480 Fiduciary Closing	0.00	2,686,110.33	0.00	0.00	0.00	2,686,110.33
2230 Fund Balance - Unassigned	0.00	-3,502,103.17	230,000.00	0.00	0.00	-3,732,103.17
3010 Property Taxes-Current Sec	0.00	0.00	0.00	151,367.33	0.00	151,367.33
3011 Suppl-Current Secured	0.00	0.00	0.00	2,905.44	0.00	2,905.44
3017 Property Taxes-Curr Unsec	0.00	0.00	0.00	575.19	0.00	575.19
3380 Interest	0.00	0.00	0.00	2,775.23	0.00	2,775.23
SUB CLASS TOTAL	803,317.08	803,317.08	230,000.00	230,000.00	730,940.27	730,940.27

End of Report

Fund: 4660 Calwa Park And Recreation Dist SUBCLASS: 10000 ACCOUNT: 0110

Journal Date	Jrnl Src	Jrnl ID	Header Description	Line Ref	Debit Amount	Credit Amount
Sub class: [REDACTED] General Subclass						
Account: [REDACTED]						
Cash In Treasury						
			Beginning Balance			
12/01/2022	AUD	0002032702	23-Current Secured Supplem CSS 4	616,626.96		
12/02/2022	RFC	0002032832	Op Fund Entry - Main		357.79	
12/20/2022	ALO	0002035141	1st QTR-2nd INT DISTB		2,588.19	40,000.00
12/27/2022	AUD	0002035611	23 - Teeter 1st FY 22-23 M TEETER1 22		151,367.33	
			Account Total		154,313.31	40,000.00
			Ending Balance	730,940.27		
Account: [REDACTED]						
			Beginning Balance			
12/02/2022	REC	0002032832	Op Fund Entry - Main	3,692,103.17		
			Fund Balance - Unassigned		40,000.00	
			Ending Balance	3,732,103.17	40,000.00	0.00
Account: [REDACTED]						
			Beginning Balance			
12/27/2022	AUD	0002035611	23 - Teeter 1st FY 22-23 M TEETER1 22	0.00		
			Property Taxes-Current Secured			151,367.33
			Ending Balance	-151,367.33	0.00	151,367.33
Account: [REDACTED]						
			Beginning Balance			
12/01/2022	AUD	0002032702	23-Current Secured Supplem CSS 4	-2,547.65		
			Suppl-Current Secured		0.00	357.79
			Ending Balance	-2,905.44		357.79
Account: [REDACTED]						
			Beginning Balance			
12/20/2022	ALO	0002035141	1st QTR-2nd INT DISTB	-187.04		
			Interest			2,588.19
			Ending Balance	-2,775.23	0.00	2,588.19
Account: [REDACTED]						
			Subclass Total	194,313.31	194,313.31	
			Fund Total	194,313.31	194,313.31	



For the Meeting of: 1/31/2023
Agenda Item No.: D-3

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Remote City Council Meetings Under New Brown Act Requirements (AB 361).

RECOMMENDATION:

It is recommended that it adopt Resolution No. 2023-01 Reauthorizing Remote Teleconference Public Meetings by the Board of Directors in accordance with Assembly Bill 361.

SUMMARY:

REASON FOR RECOMMENDATION:

Permits District to continue to use teleconferencing during board meetings.

FISCAL IMPACT:

Fiscal impact is the cost to use teleconferencing technology at \$14.99 per month. These services are budgeted through FY 22-23.

Attachments:

- Resolution No. 2023-01.

RESOLUTION NO. 2023 - 01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA RECREATION AND PARK DISTRICT REAUTHORIZING REMOTE TELECONFERENCE MEETINGS BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH ASSEMBLY BILL 361

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19) that remains in effect; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which indicated that Executive Order N-29-20's authorization for holding virtual meetings would expire on September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

WHEREAS, the Board of Directors of the Calwa Recreation and Park District adopted a proclamation of a local emergency related to the COVID-19 virus on March 16, 2020; and

WHEREAS, the Calwa Recreation and Park District ("District") is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the Board of; and

WHEREAS, all meetings of the Board of Directors are open and public as required by the Ralph M. Brown Act, Government Code Sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, Government Section 54953(b)(3) of the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met:

1. Each teleconference location from which a member is participating is noticed on the agenda;
2. Each teleconference location is accessible to the public;
3. Members of the public must be able to address the body at each teleconference location;
4. At least one member of the legislative body must be physically present at the location specified in the meeting agenda; and

5. During teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

WHEREAS, the Brown Act, as amended by AB 361 (2021), at Government Code Section 54953(e) *et seq.*, allows for remote observation and participation in meetings by members of a legislative body and members of the public without compliance with the requirements of Government Code Section 54953(b)(3), subject to certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the District, caused by conditions as described in Government Code Section 8558; and

WHEREAS, the Governor's Proclamation of a State of Emergency includes area within the jurisdictional boundaries of the District; and

WHEREAS, Government Code Section 54953(e)(3)(A-B) added by AB 361 provides an alternative to having public meetings in accordance with Government Code Section 54953(b)(3) when Board of Directors has reconsidered the circumstances of the COVID-19 state of emergency and that the following circumstances exist:

1. The state of emergency as a result of COVID-19 continues to directly impact the ability of the members of Board of Directors to meet safely in person; and
2. The State of California and the County of Fresno continue to recommend measures to promote social distancing.

WHEREAS, Government Code Section 54953(e) *et seq.* further requires that state or local officials have imposed or recommended measures to promote social distancing or the legislative body finds that meeting in person would present an imminent risk to the health or safety of attendees; and

WHEREAS, such conditions now exist in the District in that (i) State and Local officials recommend social distancing measures and (ii) emergency conditions evidenced by COVID-19 and its variants create ongoing COVID-19 cases, hospitalizations, and deaths and meeting in person would present imminent risk to health or safety of attendees; and

WHEREAS, the Board of Directors affirms that it will allow for observation and participation by Board Members and the public via Zoom or other video conferencing in an effort to protect the constitutional and statutory rights of all attendees; and

WHEREAS, Government Code Section 54953(e)(3) requires that the Board of Directors review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency; and

WHEREAS, on December 13, 2022, the Board approved Resolution No. 2022-17 authorizing remote teleconference meetings in accordance with AB 361; and

WHEREAS, the Board wishes to reaffirm the need and findings necessary for continuing the teleconferencing as authorized by AB 361 for an additional thirty days.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CALWA RECREATION AND PARK DISTRICT HEREBY RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Board of Directors finds that the state of emergency conditions related to COVID-19 as set forth in the Governor's and District's Proclamations of Emergency and are on-going.

Section 3. The Board of Directors further finds that state and county official recommend social distancing conditions causing imminent risk to attendees as described above exist and that the existing COVID variants are creating serious health and safety conditions.

Section 4. The Board of Directors hereby recognizes and affirms the existence and conditions of a state of emergency in the Calwa Recreation and Park District as proclaimed by the Governor and the Board of Directors and affirms, authorizes, and proclaims the existence of a local emergency throughout the District.

Section 5. The Board of Directors finds that the state of emergency as a result of COVID-19 continues to directly impact the ability of members of the Board of Directors to meet safely in person and such fact creates an imminent health risk to such members.

Section 6. The Board of Directors hereby authorizes the Board of Directors of the District to conduct their meetings without compliance with Government Code Section 54953(b)(3), and to instead comply with the remote meeting requirements as authorized by Government Code Section 54953(e) *et seq.*

Section 7. The Board President and Clerk of the Board are authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, conducting open and public meetings remotely in accordance with Government Code Section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all Board of Directors meetings of the District.

Section 8. This Resolution shall take effect upon adoption and shall be effective for thirty days.

(certification on next page)

CERTIFICATION

The foregoing Resolution No. 2023-01 was adopted at a regular meeting on January 17, 2023, by the following vote:

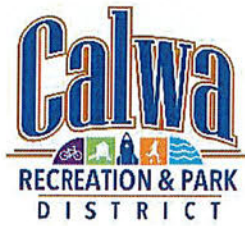
AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENCES: _____

Secretary of the Board of Directors



For the Meeting of: 1/31/2023

Agenda Item No.: E-1

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Six Month Financial Evaluation of District Finances for Fiscal Year 2022-2023.

RECOMMENDATION:

That the Board receive the report, discuss, and provide direction, if needed.

SUMMARY:

In previous board meetings it has been requested to keep Board updated on the finances of the park in the monthly breakdown of the operational costs as well as any revenue generated by the District. This report showcases the

REASON FOR RECOMMENDATION:

Review the fiscal activity of the Districts accounts in accordance with the approved FY 22/23 Budget from July 01, 2022-December 31, 2022.

FISCAL IMPACT:

No fiscal impact.

Attachments:

- Spreadsheet Monthly Activity
- Cost Report
- Revenue Report

EMPLOYEE COSTS	JULY-DEC COSTS EST	JULY-DEC COSTS ACT	FAVORABLE	UNFAVORABLE
EE SALARIES	\$ 91,000.00	\$ 84,717.68	\$ 6,282.32	\$ -
PAYROLL FEES	\$ 1,160.00	\$ 1,206.15		\$ 46.15
PAYROLL TAXES	\$ 9,700.00	\$ 8,010.68	\$ 1,689.32	
DIRECTOR STIPENDS	\$ 4,000.00	\$ 2,484.44	\$ 1,515.56	\$ -
WORKERS COMP	\$ 22,954.97	\$ 22,954.97	\$ -	\$ -
HR SERVICES	\$ 600.00	\$ 490.30	\$ 109.70	
TOTALS	\$ 129,414.97	\$ 119,864.22	\$ 9,596.90	\$ 46.15

OPERATION EXPENSES	JULY-DEC COSTS EST	JULY-DEC COSTS ACT	FAVORABLE	UNFAVORABLE
AUDIT	\$ 9,000.00	\$ 1,275.00	\$ 7,725.00	\$ -
CLEANING SUPPLIES	\$ 2,650.00	\$ 1,528.44	\$ 1,121.56	\$ -
DISTRICT COUNSEL	\$ 5,000.00	\$ 4,950.00	\$ 50.00	\$ -
ELECTIONS	\$ 500.00	\$ -	\$ 500.00	\$ -
ELECTRICITY	\$ 14,000.00	\$ 19,285.27	\$ -	\$ 5,285.27
FIELD LIGHTING LOAN	\$ 11,734.32	\$ 11,734.32	\$ -	\$ -
FUEL	\$ 950.00	\$ 609.94	\$ 340.06	
EVENT COSTS	\$ 3,400.00	\$ 13,402.75		\$ 10,002.75
LIABILITY INSURANCE	\$ 16,970.54	\$ 18,194.35		\$ 1,403.81
INTERNET	\$ 1,110.00	\$ 2,057.21		\$ 947.21
LANDLINE PHONE	\$ 1,110.00	\$ 1,500.13		\$ 390.13
MOBILE PHONE	\$ 780.00	\$ 477.43	\$ 302.77	
MEMBERSHIPS	\$ 1,860.00	\$ 1,079.76	\$ 780.24	
MILEAGE	\$ 200.00	\$ -	\$ 200.00	
OFFICE EQUIPMENT	\$ 870.00	\$ 972.40		\$ 100.58
OFFICE SUPPLIES	\$ 900.00	\$ 548.22	\$ 201.78	
PROFESSIONAL DEVELOPMENT	\$ 1,500.00	\$ 130.66	\$ 1,369.34	
RECREATION PROGRAMS	\$ 2,200.00	\$ 775.84	\$ 1,024.16	
REPAIRS AND MAINTANCE	\$ 24,750.00	\$ 19,410.37	\$ 5,339.63	
SECURITY	\$ 500.00	\$ -	\$ 500.00	
SECURITY SYSTEM	\$ 312.00	\$ 311.94	\$ 0.06	
TECH SERVICES	\$ 825.00	\$ 724.01	\$ 100.99	

*DONATIONS COVERED E)

WEBSITE PROTECTION	\$ 1,245.00		\$ 1,245.00	\$ -	\$ -
TRASH DISPOSAL	\$ 1,712.00		\$ 1,636.80	\$ 75.20	
WATER	\$ 26,500.00		\$ 22,538.49	\$ 3,961.51	
SWIMMING POOL MT	\$ 5,000.00		\$ -	\$ 5,000.00	\$ -
TOTALS	\$ 135,578.86		\$ 124,388.33	\$ 28,592.30	\$ 18,129.75
TOTALS WITHOUT SWIMMING POOL	\$ 130,578.86		\$ 119,388.33	\$ 23,592.30	\$ 18,129.75

Calwa Recreation and Park District
Profit & Loss
 July through December 2022

Jul - Dec 22

Ordinary Income/Expense	
Income	
Donation	8,000.00
Refund Returns (District returns purchased items from vendors and vendors refunds account)	519.51
Park Income (Income recieved from Park Rentals)	
Karate Rent (Rent Income from Karate Vendor)	450.00
Art Wall (When artist rent out spaces on the art wall)	20.00
Boxing Rent	360.00
Contract Reimbursement	750.00
Events	1,500.00
Field Rentals	180.00
Hall Rentals	3,275.00
Picnic Rental	170.00
Rent Payments	4,950.00
Zumba	1,650.00
Park Income (Income recieved from Park Rentals) - Other	3,950.00
	<hr/>
Total Park Income (Income recieved from Park Rentals)	17,255.00
The County of Fresno	
0315-Intrst Receivable	2,382.07
2230-unassigned funds	-230,000.00
3010-Property Taxes	151,367.33
3011-Suppl-Current Secured	2,905.44
3015-Property Taxes-current Uns	192.14
3017-Property Taxes-Curr Unsec	575.19
3380-Interest	2,775.23
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Total The County of Fresno	-69,802.60
	<hr/>
Total Income	-44,028.09
	<hr/>
Gross Profit	-44,028.09
Expense	
Social Media Security	2,739.00
Lighting Loan	11,734.32
Reconciliation Discrepancies (Discrepancies between bank statements and company records)	721.97
Miscellaneous	342.95
Refund (Overpayments on accounts)	3,565.62
Property Liability 20/21 (SDRMA insurance payments)	16,121.54
Audit	1,275.00
Cleaning supplies	1,528.44
Director stipends	2,484.44
District counsel	4,950.00
District Payroll Taxes	21,723.18
Electricity	19,285.27
Employee Salaries	84,717.68
Equipment Fuel	609.94
Event Costs	13,402.75
HR miscellaneous	490.30
Internet	2,057.21
Landline Phone	1,500.13
Liability insurance	1,223.81
Memberships	1,709.76
Mobile Phone	477.43
Office Equipment	972.40
Office Supply	639.97
Payroll Fees	1,206.15
Professional Development	880.66
Recreation Programs	1,268.63
Repairs and Maintenance	19,410.37
Security Monitoring System	311.94
Technology Service	724.01
Trash Disposal	1,636.80

5:30 PM

01/13/23

Accrual Basis

Calwa Recreation and Park District

Profit & Loss

July through December 2022

	Jul - Dec 22
Water	22,538.49
Workers Compensation	22,955.00
Total Expense	265,205.16
Net Ordinary Income	-309,233.25
Net Income	-309,233.25

Calwa Recreation and Park District

Trial Balance

01/13/23

As of December 31, 2022

Accrual Basis

	Dec 31, 22	
	Debit	Credit
Bank of West NEW REV ...08	28,050.20	
Bank of The West Revenue	0.00	
Bank of the West Payroll	8,575.94	
Bank of the West Pool Account	0.00	
Fresno County BANK Account	500,940.27	
Accounts Receivable	0.00	
Grant Receivable	0.00	
Prepaid Insurance	0.00	
Other Recievables	2,574.21	
Pool	162,768.78	
Fixed Assets	0.00	
Fixed Assets:Land	90,000.00	
Fixed Assets:Buildings and Structures	1,006,398.66	
Fixed Assets:Field Equipment	186,785.01	
Fixed Assets:Accumulated Depreciation		870,136.19
Accounts Payable		7,636.35
ADP	0.00	
Office Depot Credit Card	0.00	
Accrued Interest		297.17
Accrued Payroll		3,783.24
Note Payable-De Lage Landen		129,023.65
Notepayable-KS State Bank	0.00	
Notepayable-John Deere	0.00	
Equity:Fund Balance	0.00	
Unrestricted Net Assets		1,284,449.72
Donation		8,000.00
Refund Returns		519.51
Park Income		3,950.00
Park Income:Karate Rent		450.00
Park Income:Art Wall		20.00
Park Income:Boxing Rent		360.00
Park Income:Contract Reimbursement		750.00
Park Income:Events		1,500.00
Park Income:Field Rentals		180.00
Park Income:Hall Rentals		3,275.00
Park Income:Picnic Rental		170.00
Park Income:Rent Payments		4,950.00
Park Income:Zumba		1,650.00
The County of Fresno:0315-Intrst Receivable		2,382.07
The County of Fresno:2230-unassigned funds	230,000.00	
The County of Fresno:3010-Property Taxes		151,367.33
The County of Fresno:3011-Suppl-Current Secured		2,905.44
The County of Fresno:3015-Property Taxes-current Uns		192.14
The County of Fresno:3017-Property Taxes-Curr Unsec		575.19
The County of Fresno:3380-Interest		2,775.23
Social Media Security	2,739.00	
Lighting Loan	11,734.32	
Reconciliation Discrepancies	721.97	
Miscellaneous	342.95	
Refund	3,565.62	
Property Liability 20/21	16,121.54	
Audit	1,275.00	
Cleaning supplies	1,528.44	
Director stipends	2,484.44	
District counsel	4,950.00	
District Payroll Taxes	21,723.18	
Electricity	19,285.27	
Employee Salaries	84,717.68	
Equipment Fuel	609.94	
Event Costs	13,402.75	
HR miscellaneous	490.30	
Internet	2,057.21	
Landline Phone	1,500.13	
Liability insurance	1,223.81	

Calwa Recreation and Park District

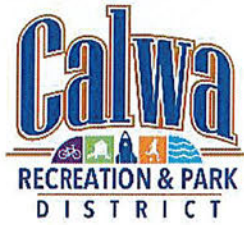
01/13/23

Trial Balance

Accrual Basis

As of December 31, 2022

	Dec 31, 22	
	Debit	Credit
Memberships	1,709.76	
Mobile Phone	477.43	
Office Equipment	972.40	
Office Supply	639.97	
Payroll Fees	1,206.15	
Professional Development	880.66	
Recreation Programs	1,268.63	
Repairs and Maintenance	19,410.37	
Security Monitoring System	311.94	
Technology Service	724.01	
Trash Disposal	1,636.80	
Water	22,538.49	
Workers Compensation	22,955.00	
TOTAL	<u>2,481,298.23</u>	<u>2,481,298.23</u>



For the Meeting of: 1/31/2023
Agenda Item No.: F-1

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Approval of State of California Capita Grant Program Contracts.

RECOMMENDATION:

That the Board receive the report and approve State of California Capita Grant Program Contracts.

SUMMARY:

District has been awarded a grant from the California Department of Parks and Recreation in the amount of \$177,952 and \$1,254 for a total of \$179,206. This grant must be used for parks improvement projects and programming only. The state has accepted and approved our application for our outdoor soccer complex. The board has previously approved the same agreements in July of 2022 and the reason for the reapproval of the agreements is that the deadline dates to complete the project was extended. Since there are new dates present, the agreement has been updated and thus resubmittal of the agreements for board approval.

REASON FOR RECOMMENDATION:

Updates agreements to reflect date extension to complete projects.

FISCAL IMPACT

Will provide the District state funding to start and complete Calwa Park Soccer Complex.

Attachments:

- State of CA Agreements Updated.

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE Calwa R.P.D.

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2028

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2038

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Calwa R.P.D.

Grantee

By _____
(Signature of Authorized Representative)

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Title District Administrator

By _____

Date _____

Date _____

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9802038	AMENDMENT NO	FISCAL SUPPLIER I.D.			PROJECT NO.
AMOUNT ENCUMBERED BY THIS DOCUMENT \$1,254.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM [REDACTED]	CHAPTER 23	STATUTE 19	FISCAL YEAR 2022/23
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,254.00		Reporting Structured. 37900091	Account/Alt Account [REDACTED]	ACTIVITY CODE [REDACTED]	PROJECT / WORK PHASE

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE Calwa R.P.D.

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2028

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Calwa R.P.D.

By _____
(Signature of Authorized Representative)

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Title District Administrator

By _____

Date _____

Date _____

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9801197	AMENDMENT NO	FISCAL SUPPLIER I.D.			PROJECT NO.
AMOUNT ENCUMBERED BY THIS DOCUMENT \$177,952.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM ██████████	CHAPTER 29	STATUTE 18	FISCAL YEAR 2022/23
TOTAL AMOUNT ENCUMBERED TO DATE \$177,952.00		Reporting Structured. 37900091	Account/Alt Account. ██████████	ACTIVITY CODE 69801	PROJECT / WORK PHASE

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and Calwa R.P.D. (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$177,952, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2028.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

Calwa R.P.D.
GRANTEE

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and Calwa R.P.D. (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$1,254, subject to the terms and conditions of this AGREEMENT and the 2019/20 California State Budget, Chapter 23, statutes of 2019, Item number – 3790-1011-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2028.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

Calwa R.P.D.
GRANTEE

By: _____
Signature of Authorized Representative

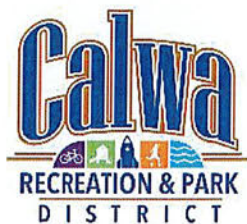
Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____



For the Meeting of: 1/31/2023
Agenda Item No.: F-2

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Approval of Field Use Contract with Southeast Fresno Youth Soccer League.

RECOMMENDATION:

That the Board receive report and approve field use contract with Southeast Fresno Youth Soccer League.

SUMMARY:

Southeast Fresno Youth Soccer League representatives approached District to use the soccer fields as their permanent location for their league for Spring 2023 season. This league includes children's soccer teams that vary in ages. After the second season with the league, we have seen a drastic increase in community park participation, event participation, and expanded network with their community leaders. The fields are in great shape after their use of the first season and we do not anticipate any issues moving forward with this partnership.

REASON FOR RECOMMENDATION:

To continue relationship with SEYFSL and provide a structured soccer program for our community.

FISCAL IMPACT:

The revenue generated from this agreement will total \$1,125.00

Attachments:

- Field Use Agreement

CALWA RECREATION AND PARK DISTRICT FIELDS USE AGREEMENT

This License Agreement, hereinafter referred to as "Agreement," is made and entered into by and between the Calwa Recreation & Park District, a California Special District, hereinafter referred to as "District," and Southeast Fresno Youth Soccer League, hereinafter referred to as "Licensee."

DISTRICT AND LICENSEE AGREE AS FOLLOWS:

1. **Term:** This Agreement shall commence on February 15, 2023, and continue for 3-months (March, April, May) or unless terminated earlier as provided in this Agreement. If Licensee wishes to renew for another 3-month period, Licensee shall provide notice to District thirty (30) days before the 3-month period ends. Upon receipt of renewal request, the Board of Directors will determine whether to renew the term.
2. **Premises:** District, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Licensee a license to use the Soccer Fields 3 and 4, hereinafter referred to as "Fields," solely to conduct soccer practices and organized games for multiple teams of various age groups.
 - a. District agrees to permit exclusive field use of the two north fields, fields 3 and 4.
 - b. Licensee agrees to accept the fields in its "as-is" condition "with all faults."

District will provide field repairs that are a result of the normal wear and tear of field use and provide repairs to "water valve potholes" through filling and artificial turf, in assistance with the leagues field maintenance professionals.
 - c. District agrees to provide adequate lighting in the Fields and external restrooms.
 - d. District agrees to provide small storage for Licensee's chalking tools and 4 small foldable goal posts. Middle Restroom will act as part time storage. Two keys will be provided to Licensee.
 - e. District agrees to allow Licensee to chain up larger soccer goal posts to fields 2 and field 3.
3. **Licensee's Requirements:** Licensee shall:
 - a. Use the Premises to perform organized soccer games and practices use only. Any other use may only be permitted in writing by the District Administrator.
 - b. Be responsible for chalking or painting the fields lines for fields 2 and 3 only.
 - c. Be responsible for storing away equipment used for league purposes.
 - d. Conduct practices and games on fields 2 and 3 only.
 - e. Provide, unless otherwise agreed upon by both parties, and be solely responsible for, all necessary equipment, records, and clean-up to insure effective instruction and safety of all players.
 - f. Calwa Residents who can verify physical address will be entitled to a discounted league registration fee of 25% off.
 - g. Licensee further agrees that District shall not at any time be liable for damage to Licensee property in or upon the facility, even when left outside dates and times of

permitted use.

- h. Keep accurate enrollment records, including the players name, contact information (i.e. address, phone numbers, email, etc.) and attendance record; and name of parents if a minor. Licensee shall provide a copy of these records to District seasonal basis.
- i. Licensee will be responsible for the operations of their practices and games. District will have no right to direct, supervise, or control the day-to-day operations or activities of the practices or games provided by Licensee.
- j. Licensee shall only provide services to children ages 4-17; adult leagues will not be permitted to organize or participate in any organized games.
- k. Licensee shall use the Fields in a manner which shall not cause interference with the use or occupancy of the other portions of the building by District or others in any way. Licensee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon District in maintaining the fields.
- l. Licensee shall be respectful to other soccer use and participants and shall require that participants who are not following District rules are asked to leave the field.
- m. Substitute coaches shall not be permitted. Only Licensee and registered coaching staff may conduct games/practices.
- n. Licensee shall not assign or sublease this License Agreement to anyone.
- o. Licensee shall follow all COVID-19 protocols that District has in place.
- p. Licensee is permitted to set up sponsorship signage on practice and game days.
 - i. 40% of sponsorship funds, after expenses to create signage are withdrawn from total amount, will be allocated to the District.

4. Dates and Times of Permitted Use: The practices will be commencing at 5:30 p.m. and ending at 8:30 p.m. Monday through Friday, and Saturday 9:00 a.m.-5:00 p.m. starting on 2-19-22. Field use shall reflect agreed hours and not exceed agreed times.

- a. No access will be granted on April 1 for Calwa Parks Annual Easter Event.
- b. Failure to vacate the premises outside of the permitted dates and times of use shall constitute a breach of this contract.
- c. Licensee shall submit a written schedule to District Administrator for approval.
- d. No alcohol is allowed while participating in games/practices.
- e. No drug use is allowed while participating in games/practices.
- f. All trash must be cleaned up by Licensee prior to every field use.
- g. Licensee will be responsible for marking out their field boundaries and is allowed to use spray paint or chalk on fields.
- h. District will be responsible for providing goal posts for the leagues.
- i. Licensee may host tournaments for an adjusted park rental fee, TBD with District Administrator if applicable on future dates and will require new Field Use Agreement with District.
- j. District will give a two week notice when the park will be used for community outreach events or whole/half park rentals. District will provide a prorated reimbursement for day(s) lost due to events or park rentals.

5. **License Fee:** Licensee shall make payments in the amount of \$375/month, to the District as a license fee for the use of two soccer north Fields 3 and 4, the amount will be due on or before the 1st of every month. Price was reduced due to Licensee and participants being residents of the Calwa Recreation and Park District as well as having a 501(c) Non-Profit Status.
6. **Independent Contractor:** Licensee enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Licensee agrees that they are not and will not become employees, partners, agents, or principals of District while this Agreement is in effect. Licensee is responsible for providing, at their own expense, disability, unemployment, and other insurance, workers' compensation, training, permits and licenses for themselves and for their employees and subcontractors.
7. **Compliance with Laws and Regulations:** Licensee shall, at Licensee's expense, faithfully observe and comply with all District, Municipal, State and Federal laws, regulations, rules, requirements and orders (collectively referred to as "Rules"), now in force or which may hereafter be in force pertaining to Hall, its building or use thereof.
8. **Indemnification and Insurance:**

8.1 Indemnification.

Licensee shall indemnify, defend, and hold harmless District, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgements, damages, penalties, fines, liabilities, losses, suits administrative proceedings, arising out of any act of neglect by Licensee', its agents, employees, contractors, Lessees, participants, representatives, in, on or about the Hall. This indemnity shall survive the termination of this Agreement.

Licensee hereby releases District from any and all liability or responsibility to Licensee or anyone claiming through or under Licensee by way of subrogation or otherwise for any loss or damage to equipment or property of Licensee covered by any insurance then in force.

- a. Licensee acknowledges that District has advised them that while it is not a requirement of this agreement, general liability insurance protects Licensee from claims for financial, personal injury, property damage and other damages by students. Failure on the part of Licensee to secure general liability insurance does not in any way transfer the responsibility or burden for having such to District.
- b. District shall not at any time be liable for damage or injury to person or property in or upon the facility during the license periods.
- c. Licensee agrees to have class participants sign waivers provided by the District for indemnification and release of liabilities. District may prohibit entry to classes by individuals refusing to sign waivers. It is the responsibility of Licensee to ensure that all participants sign and turn in waivers to District personnel.

8.2 Insurance.

During the term of this Agreement, Licensee shall maintain public liability, property damage, and workers' compensation insurance for injuries to persons or damages to property related to the use of District Property. Coverage shall be at least as broad as Insurance Services from CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury, and personal injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies with the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. The District and its principals, agents, and employees shall be named as additional insured.

9. **Restoration:** If any damage occurs to the Fields, fixtures or equipment, or if any repairs or replacements need to be made to those as a result of Licensee exercise of its rights under this Agreement, Licensee shall pay District for any such damage, repairs or replacements upon demand by District.
10. **Assignment and Sublicensing:** Licensee shall not assign any interest in this Agreement or otherwise transfer or sublicense the Hall or any part thereof the use of the Fields to any party. All legal obligations and responsibilities assigned to Licensee in this Agreement are hence transferred to the substitute for the agreed period but may not exceed two weeks.
11. **Termination:** This Agreement may be terminated based upon any one or more of the following events:
 - a. Termination for Convenience with 30 days' notice to the other party.
 - b. With 5 days' notice for failure of Licensee to pay the License Fee by the last day of the month.
 - c. With 5 days' notice for Licensee' failure to perform any of the terms and conditions of this Agreement.
12. **Notices:** Any notices required to be given under this agreement by either party to the other may be effected by personal delivery in writing. Mailed notices must be addressed to the parties at the addresses appearing with the signatures of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of mailing.
13. **Attorneys Fees:** If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

14. **Venue:** Any lawsuit arising from this Agreement shall be filed in Fresno County, California.

15. **Waiver of Default:** The failure of any party to enforce against the other a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno, California.

CALWA RECREATION AND PARK DISTRICT

Adam Ramos District Administrator

Date

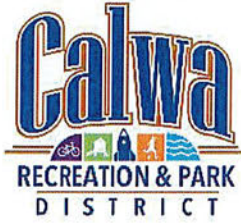
SOUTHEAST YOUTH FRESNO SOCCER LEAGUE

President Rose Membrila

Date

Vice President Joe Hinojosa

Date



For the Meeting of: 1/31/2023
Agenda Item No.: F-3

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos
District Counsel, Hilda Cantu Montoy

SUBJECT: Swimming Pool Project

RECOMMENDATION:

That the Board receive report and authorize the District Administrator and General Counsel to proceed with causing the preparation and issuance of a Request for Proposals from architects to evaluate the pool footprint and prepare blueprint for existing facility including but not limited to showers, restrooms, fencing, and access.

BACKGROUND:

The Calwa Recreation and Park District (“Calwa”) has been working for many years on getting a swimming pool for Calwa residents. The Calwa Board of Directors and District Administrator Felix Ortiz worked closely with Supervisor Sal Quintero of the Fresno County Board of Supervisors and his staff championing a Pool Project and secured tens of thousands of dollars in contributions, in-kind contributions, and volunteer work.

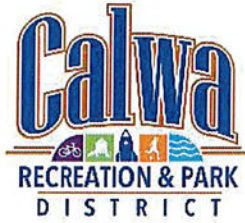
On August 20, 2019, the Calwa Board approved moving forward with the construction of the pool which the Board at the time understood would be constructed with the contributions received and volunteer labor.

All contributions for the Pool Project have been segregated in a special account. The Pool Project commenced but due to the COVID pandemic the Pool Project suffered. The fund raising and construction were suspended and those circumstances have continued.

Funding for the Pool Project

Once the Pool Project restarted, it was determined that there was insufficient funding to complete the project. We understand Supervisor Quintero continued to seek contributions. Most importantly, in 2022, Calwa received ARPA funding (County Grant Funding) in the amount of \$275,010. The County Grant Funding is for the following line items:

- Pool Coping \$3,840
- Pool Concrete \$19,296
- Plaster \$31,750
- Fence & Install \$28,959



CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

- Pool Pump Equipment \$27,682
- Shade Structure & Install \$16,500
- Restrooms \$93,500
- Contingency \$53,483

At the time of the request for County Grant Funding, it was thought that was sufficient to complete the pool.

We met with George Uc and Gavin Harrison (County representatives on the County Grant Funding) as well as with Ari Martinez and Supervisor Quintero on January 18, 2023. We have sent an email to Mr. Uc requesting:

1. Whether the District may use the Contingency line item under the County Grant to pay for preparation of RFP and/or to pay the selected consultant thereunder for their services.
2. The Notice Inviting Bids will include specs for all the remaining work including the line items listed above. Please advise whether the line item amounts are amenable to adjustment so long as the line items are completed and so long as the cost does not exceed the grant amount.
3. It may be that the bids received will exceed the overall funds available (the County Grant and contributions). In that regard, please review with County whether there is a potential to receive further ARPA funds to complete the Pool Project.

Requirements to Restart Pool Project

After review of the County ARPA funding conditions, it was determined that the remaining work to be performed must be done through a competitive bidding process for the construction aspects. While Mr. Brosi noted he had secured bids, our review is that quotes he received are insufficient for purposes of the County grant funding requirements.

Aside from the construction aspects, the permit with the City has expired and the blueprints need to be updated to conform to new building codes. Furthermore, there are no blueprints for the required ancillary improvements such as fencing, restrooms, showers, etc.

The original architect who worked on the Pool blueprints is Ron Allred. He is retired and lives in Texas. However, he has advised us that he would like to assist Calwa in getting the Project restarted and completed.

The following is required:

1. File new permit application and pay fees. This would need to be paid from the Pool Project Fund.



For the Meeting of: 01/31/2023
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CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

2. Submit supporting documents to secure the permit. Supporting documents include:

- Updated blueprint for the pool.
- Blueprints for ancillary improvements needed (1) to be able to get permit and (2) to be able to issue Request for Bids

3. Preparation of an RFP for Blueprints. This is today's recommendation which would have the District Administrator and District Counsel cause the preparation and issuance of a Request for Proposals from architects to evaluate the pool footprint and prepare blueprint for existing facility including but not limited to showers, restrooms, fencing, and access. The cost to prepare RFP is not known at this time but we plan to have an estimate at the Board meeting. The cost of a contract with an architect would be based on the results of the RFP process.

4. Board to Award Contract to Architect re Blueprints. The Board would have the sole authority to award or not to award the contract to have architect prepare blueprints. The cost would need to be borne by Pool Project Fund unless District receives authority to pay from County Grant Funding.

5. Receive Blueprints and Use to Prepare Request for Bids. A Request for Bids would be issued. This process is very detailed requiring specific noticing, security from the bidders, contract requirements.

6. Board to Award Construction Contract or Reject all Bids. The Board would have the sole authority to award a contract or determine not to award any contract.

7. Board to Consider Award of Contract to Construction Manager. This will ensure timely, responsive, and appropriate action taken by Contractor. We will need to determine if this can be paid as "administrative cost" or from contingency line item under County Grant Funding.

REASON FOR RECOMMENDATION:

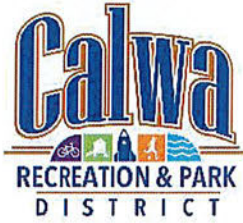
Completion

FISCAL IMPACT:

Fiscal impact will not impact District funds due to the Fresno County ARPA award as well as donations received to cover remaining expenses.

Attachments:

NA



For the Meeting of: 1/31/2023
Agenda Item No.: G

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Informational Report on COVID-19, Swimming Pool Project, Prop 68 Project, Fencing Repairs, and other information.

RECOMMENDATION:

That the Board receive report on District Administrator's Report.

SUMMARY:

District Administrator's report will consist of updates regarding COVID-19, Swimming Pool Project, Prop 68 Project, and fencing repairs plus other relevant information.

REASON FOR RECOMMENDATION:

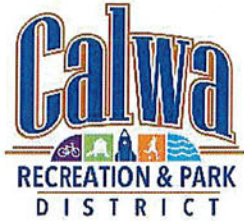
Inform Board on updates regarding COVID-19, Swimming Pool, Prop 68, and Fencing Repairs.

FISCAL IMPACT:

There is no fiscal impact resulting from this report.

Attachments:

- DA Report



For the Meeting of: 1/31/23
Agenda Item No.: G

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

DA REPORT

FINANCES

- District account has received its first tax apportionment totaling: \$154,313.31 we are expected to see another large deposit in April 2023 with small deposits from Jan-March.

PROP 68

- Current Status: all permitting is approved and bidding process is currently being completed. This is all being led by WRT and biweekly meetings will resume in early February. The biweekly meetings are on hold due to a WRT employee responsible for those meetings resigning, as they adjust we are going to wait for updates as they come in.

COVID 19

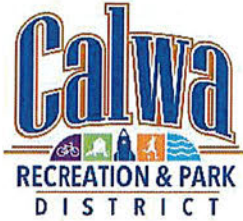
- Board continues to monitor state, federal, and local guidelines.

PARK EVENTS UPCOMING

- Bizare Art Festival will take place at the park on Jan 28 and all of the paperwork and fees have been provided by Serena L. Park is anticipating over 400 people throughout the day.

PARK EVENTS COMPLETED

- Christmas Toy Giveaway: District partnered with the Toys for Tots program and are currently registrations. We are also partnering with Binational Central CA to assist with registration and distribution the day of the distribution event. We passed out over 500 toys to the community and provided a small snack and beverage. District received donations to provide toys and the other toys were provided by donation through toys for tots program.
- Christmas Activity: families were given the opportunity to register for a “make your own Christmas Tree” event. Our staff will assisted in the creation of a families and child’s personalized Christmas tree. We registered over 40 individuals and families for this small program and we also provided snacks.
- “Christmas Holiday Company Appreciation Dinner”- company party was a success, with all staff attending BJs restaurant. Awards were handed out to Juana for her Employee of the Year award and the total cost to the District was \$342.95.



For the Meeting of: 1/31/23

Agenda Item No.: G

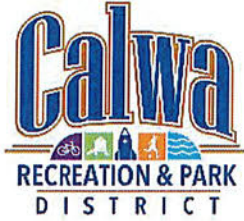
CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

OTHER

- Central Valley Flag Football has inquired about using the park for their flag football league during the Spring season. Darnell stated that he is in the process of working with a marketing firm to increase registration. He has requested a meeting with me to determine the details of the league, awaiting his response.
- Southeast Fresno Youth Soccer League has completed all of their games and make up games and their contract has been completed; they have reached out in the new year for another agreement for their Spring/Summer season and it is presented in this board meeting.
- New signs are up in the inside and outside of the hall building.
- DA is in discussions with Donald Plumb, who created the Districts new logo, about creating a new front sign for the parks main entrance facing Church Ave. Alterations are currently being made by Donald and some sign options will be provide to Board in February.
- District is in discussions with BOCC- a local nonprofit who has assisted with District community events for two years-to host a tax preparation and review program, details are still in the works before anything formal can be submitted to board. Potential revenue can be generated by hosting the program for 8 weeks, through a stipend provided by BOCC to act as program host.
- The front dirt walkways that lead into the concrete nearest the offices is being dug and graded for more wood chips. This will increase the appeal of the parks entrance areas. Waiting for favorable weather to complete.
- New soccer nets are being purchased to address damaged nets on Field 1.

ELECTRICAL

- Corrections are needed for the fixtures of the field lights so a lift is needed for the electrician to look at the issues in the field light posts and fixtures. The work completed were repairs on the field lighting generator located in the back of the park inside the large fence structure. The issues we had were lightings going out, poles not having running power to them so they wouldn't turn on any of the lights at the top of the posts, parking lot lights out, the lighting fixture to the concession stand that will help light up the swing set area plus other issues. They will also install some additional lighting for



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areas of low light, the remaining work has not been completed due to the weather and field damage risks. We are in communication with the electrician, waiting for clear whether as well as scheduling for the electrician.

STAFF

- In accordance with the State of California's new minimum wage laws, all of our employees that are earning minimum wage are now at a rate of \$15.50/hour. The District currently has six employees out of the six, the three part time employees are all at \$15.50. The increase will be seen and data acquired after the District processes the last January pay period based on estimates the District budget can sustain the increase without going over the monthly budget.