



# CALWA RECREATION & PARK DISTRICT MEETING MINUTES

[www.calwarecreation.org](http://www.calwarecreation.org)

## BOARD MEETING

November 19, 2019

Regular Session 6:30 P.M.

CALWA PARK HALL— 4545 E. CHURCH AVE., FRESNO, CALIFORNIA

### BOARD CHAIRPERSON

Raul Guerra, Chair

### DISTRICT ADMINISTRATOR

Felix Ortiz

### BOARD VICE CHAIR

Mary L. Rosales Vice Chair

### DISTRICT COUNSEL

Hilda Cantu Montoy

### BOARD MEMBERS

Jose Luis Sanchez, Board Member

Gabriela Mares, Board Member

Esmeralda Zamora, Board Member

The Calwa Recreation and Park District Board of Directors welcomes you to its meetings and encourages you to participate. This agenda contains a brief general description of each item that will be considered by the Board. All attendees are advised that pagers, cell phones, and any other communication devices should be powered off upon entering the Board meeting.

The Board may consider and act on an agenda item in any order it deems appropriate. Actual timed items may be heard later but not before the time set on agenda. Persons interested in an item listed on the agenda are advised to be present throughout the meeting to ensure their presence when the item is called.

#### A. Call to Order and Roll Call

Meeting was called to order by Board Vice Chair Mary L. Rosales. Roll call: Board Chairperson Raul Guerra was not present; Board Vice Chair Mary L. Rosales was present; Board Member Jose Luis Sanchez was present; Board Member Gabriela Mares was not present; Board Member Esmeralda Zamora was present.

#### B. Invocation and Flag Salute

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

#### C. Approval of Agenda

Agenda was approved with Motion made by: Board Member Jose Luis Sanchez and Seconded by Board Member Esmeralda Zamora. 3-0 approved and 0-opposed.

**D. Ceremonial Matters and Presentations**

Each presentation is limited to five (5) minutes.

None

**E. PUBLIC COMMENT**

Members of the public wishing to address the District on an item that is not on the agenda may do so now. No action will be taken by the Board this evening. But items presented may be referred to the Administrator for follow up and a report. In order to allow time for all comments, each individual is limited to three minutes, with a

fifteen (15) minute maximum per group, per item, per meeting. When addressing the Board, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments. All speakers are requested to wait until recognized by the Board Chair.

None

**F. CONSENT CALENDAR** (all items listed under the Consent Calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the Consent Calendar, it will be enacted at the request of any member of the Board and made a part of the regular agenda.

1. Minutes, October 15, 2019
2. Financials, October 31, 2019  
Consent calendar was approved with Motion made by Board Member Esmeralda Zamora and Seconded by Board Member Jose Luis Sanchez. 3-0 Approved 0-opposed.

**G. OLD BUSINESS**

1. Review Costs and Options for moving forward with Retrofit all Soccer Field Lights and direction to staff to bring back necessary contract(s) or other documents. **(A) — District Administrator**

Action was taken to move forward to get contract to review the contract. Motion was made by Board Member Esmeralda Zamora and Seconded by Board Member Jose Luis Sanchez. 3-0 approved and 0-opposed.

2. Consider Potential Facilities Fees Increase and Provide Direction to Staff on Potential New Resolution to increase Calwa Recreation and Park District Facilities Fees. **(A) — District Administrator**

Action was to keep current prices for residents and to increase prices for non-residents for a six-month trial. Motion was made by Board Member Esmeralda Zamora and Seconded by Board Member Jose Luis Sanchez. 3-0 approved and 0-opposed.

3. Consider authorizing the District Administrator to sign Receipt of Contribution and Release of Liability form to receive, from the County of Fresno, Five Thousand (\$5,000.00) dollars to be used for the renovation of the swimming pool in Calwa Park. **(A) — District Administrator**

Approved to authorize Calwa District Administrator to sign receipt of contribution and release of liability form to receive check from County of Fresno. Motion was made by Board Member Jose Luis Sanchez and Seconded by Board Member Esmeralda Zamora. 3-0 approved and 0-opposed.

4. Review and approve Calwa Park as a Vote Center Facility for Fresno County. **(A) — District Administrator**

Approved Calwa Park to be used a Vote Center Facility for Fresno. Motion was made by Board Member Esmeralda Zamora and Seconded by Board Member Jose Luis Sanchez. 3-0 approved and 0-opposed.

#### **H. ADMINISTRATORS REPORT**

1. Update on Pool- Groundbreaking ceremony to be held on Monday, November 25, 2019 from 11:30 a.m.-12:30 p.m. Board Members will be able to participate in pictures with shovel. All sponsors, Kaiser Vice President, Congressmen Costa and all media channels will be present.

2. Cookies with Santa will be held on Saturday, December 14, 2019 from 3pm to 6pm.

3. Parking lot lighting was fixed by AC Electric.

Topics brought up Administrator's report

4. Talk to Steve about refreshments for groundbreaking ceremony and will let Gunner know so he can gather the supplies.

6. Reaching out to the principals of surrounding schools to invite them to groundbreaking ceremony.

#### **I. CLOSED SESSION**

None

##### **1. REPORT OF FINAL ACTIONS TAKEN IN CLOSED SESSION, IF ANY**

#### **J. ADJOURNMENT**

Meeting was adjourned at 7:09 p.m.

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. To receive 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](mailto:info@calwarecreation.org).

Any writings or documents provided to a majority of the Board Members less than 72 hours before a regular meeting regarding any item on this agenda will be made available for public inspection during normal business hours, at District Office and posted on the District wall. The documents will also be made available on the District's website at [www.calwarecreation.org](http://www.calwarecreation.org).

NEXT MEETING:

December 17, 2019

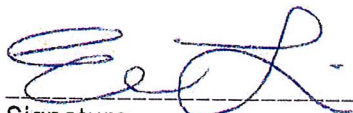
**Certification of Posting**

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 and the front door window of the District Office on November AS, 2019.



Signature

# CALWA RECREATION & PARK DISTRICT

[www.calwarecreation.org](http://www.calwarecreation.org)

## SPECIAL BOARD MEETING MINUTES

DECEMBER 9, 2019 AT 6:00 PM

CALWA PARK HALL— 4545 E. CHURCH AVE., FRESNO, CALIFORNIA

### BOARD CHAIRPERSON

Raul Guerra, Chair

### DISTRICT ADMINISTRATOR

Felix Ortiz

### BOARD VICE CHAIR

Mary L. Rosales Vice Chair

### DISTRICT COUNSEL

Hilda Cantu Montoy

### BOARD MEMBERS

Jose Luis Sanchez, Board Member

Gabriela Mares, Board Member

Esmeralda Zamora, Board Member

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### A. Call to Order and Roll Call

Meeting was called to order at 6:00 p.m. roll call was as follows Board Chairperson Raul Guerra walked in late at 6:05 p.m.; Board vice chair Mary L. Rosales was present; Board Member Jose Luis Sanchez was not present. Board Member Gabriela Mares was present. Board Member Esmeralda Zamora was present.

### B. Invocation and Flag Salute

Invocation and Flag salute was led by Board Vice Chair Mary L. Rosales.

### C. Approval of Agenda

Agenda was approved Motion was made by Board member Esmeralda Zamora and Seconded by Board Member Gabriela Mares. 3-0 approved and 0-opposed.

**D. Public Comment**

Members of the public wishing to address the Board on an item on this agenda may do so when the agenda item is called. 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. There is a limit of three minutes per speaker.

None

**E. Temporary Leave of Absence of District Administrator**

Direction to Staff: Have District Administrator put in a formal request for a leave of absence to board members with a time frame of when he will return to work. Leave of absence was approved with clarification asked from Board Vice Chair Mary L. Rosales of pay and District Counsel stated that vacation time was to be used and if none was available then it would be unpaid leave of absence.

## **F. Management and Operation of Park**

Consider Actions Necessary for management and operations of Park during District Administrator's Leave such as:

- (i) Designating Board Member or Ad Hoc Board Committee for certain tasks;

Two members are to be asked to participate or be appointed. Board Members were asked to volunteer. Board Vice Chair Mary L. Rosales volunteered as well as Raul Guerra. They will be the ones in charge of overseeing Calwa staff while District Administrator is out on leave of absence.

- (ii) Designating certain staff members to be responsible for decisions generally made by the District Administrator; and/or

Board Vice Chair Mary L. Rosales suggested that Veronica Luchessa be designated staff member to oversee overseeing rest of staff and be the liaison between Calwa staff and Ad Hoc committee made up by volunteer or appointed board members.

- (iii) Supervision responsibilities.

Veronica would oversee Calwa staff for everyday items extending to but not limited to requested time off, maintenance schedule. An example given would be of maintenance on weekend for example is to contact Daniel maintenance supervisor and if he is not available then they are to contact Veronica.

## **G. Maintenance Staff Matters**

1. Report from Staff on issues regarding maintenance staff.

Maintenance has had issues, but the most concerning ones are the fact that back gates, garage door, pool room are all being left wide open and unattended while maintenance staff is off on phone in hall for example. Maintenance staff is constantly no where to be found and are not answering Calwa cell phone because it isn't always being carried. Personal phones are being used during clock hours constantly.

2. Consider direction to staff to follow personnel rules.

Direction to staff was to write up a memo that should have advised rules as well as to hand the maintenance staff Calwa Recreation Park District Rules have staff sign memo. If there were to be issues arising after memo has been signed by maintenance staff, there supervisor is to write up staff and write up a memo that it has been addressed. Maintenance supervisor is to oversee tool inventory, write ups for maintenance staff, evaluations, schedule and to have everyday meetings with staff with shift change during the work week. Write up binder for Maintenance Supervisor is to be located. District Counsel asked to be sent Maintenance supervisor list of duties for staff.



3. Consider staffing level and determine whether to add staff and/or addition of a third shift for weekends.

A midshift was suggested to be created and added to the Calwa maintenance staff to help have overlap during the day with ensuring that the park would have enough staff throughout the park to attend to needs.

Direction to staff was that now we are to resolve issues with maintenance staff and in a near future we would see about adding a third shift to the maintenance staff. Board Chair Raul Guerra asked to be sent pay wages of all Calwa staff as well as up to date budget.

#### **H. Kaiser Permanente Aquatic Center**

1. Update and Discussion on Project

Calwa staff has no update on Kaiser Permanente Aquatic Center. Last contact was that of the groundbreaking ceremony. District Counsel was going to email Steve Rapada about project and to ask for a status report update.

2. Consider appointing new Coordinator/Liaison during District Administrator's leave.

Direction to staff: Any vendors from this project are to communicate with Veronica.

#### **I. Determine whether to hold December 17, 2019 Meeting**

Direction to staff was that they would be informed at a later time by Board Members as to hold or cancel December 17, 2019 board meeting.

#### **J. Use of Hall for Karate without Contract and Determine Course of Action**

Direction to staff was to stop Karate due to not having a contract or liability insurance. Veronica is to contact Vincent Santana to inform him that he is no longer able to hold karate classes and that he is welcome to come and present before the Calwa board at the following meeting.

#### **K. Consider Terms and Conditions for Bizarre Art Festival and Authorize Execution of Contract**

Direction to staff: To inform Serena that her \$500.00 cleaning deposit is to be paid on December 26, 2019. We received her \$500.00 to hold the date but had not received her \$500.00 deposit for cleaning.

Meeting was adjourned at 7:40 p.m.

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**NEXT MEETING:**

**December 17, 2019**

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December 17, 2019

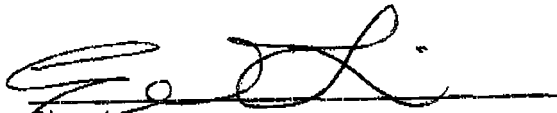
**Certification of Posting**

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 and the front door window of the District Office on December \_\_\_\_\_, 2019.



Signature

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	YTD TOTAL	Dollar	Percentage Left
<b>Employee Cost</b>															
Employee Salaries	\$ 17,647.00	\$ 15,547.00	\$ 16,547.00	\$ 22,876.00	\$ 15,547.00	\$ 15,547.00	\$ 15,547.00	\$ 15,547.00	\$ 15,547.00	\$ 22,876.00	\$ 15,547.00	\$ 15,547.00	\$ 208,882.00	\$	
Payroll Taxes	\$ 14,250.88	\$ 14,560.94	\$ 14,517.90	\$ 21,943.87	\$ 13,395.56	\$ 15,626.39	\$ 15,610.59	\$ 1,392.00	\$ 1,392.00	\$ 2,160.00	\$ 1,392.00	\$ 1,392.00	\$ 110,114.13	\$ 98,767.87	47.88%
Payroll Fees	\$ 859.62	\$ 1,294.37	\$ 1,497.12	\$ 1,899.86	\$ 1,230.22	\$ 1,440.11	\$ 2,189.78	\$ 208.00	\$ 208.00	\$ 208.00	\$ 208.00	\$ 208.00	\$ 10,421.08	\$ 7,896.92	42.97%
Director Stipends	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 13,600.00	\$ 11,115.37	44.95%
Workers Compensation	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 80,000.00	\$ 6,664.01	48.83%
Health Insurance	\$ 144.00	\$ 144.00	\$ 144.00	\$ 144.00	\$ 144.00	\$ 144.00	\$ 144.00	\$ 144.00	\$ 144.00	\$ 144.00	\$ 144.00	\$ 144.00	\$ 1,728.00	\$ 7,810.54	97.16%
Total	\$ 28,486.00	\$ 24,952.24	\$ 25,974.00	\$ 38,660.00	\$ 24,952.24	\$ 24,952.24	\$ 24,952.24	\$ 24,952.24	\$ 24,952.24	\$ 38,660.00	\$ 24,952.24	\$ 24,952.24	\$ 311,144.00	\$ 248,389.00	47.51%
	\$ 15,594.16	\$ 16,075.24	\$ 21,446.24	\$ 21,452.23	\$ 14,789.74	\$ 18,889.95	\$ 18,890.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,838.38	\$ 121,550.62	48.54%
<b>Expenses</b>															
Auto	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Bank Fees	\$ 72.00	\$ 72.00	\$ 72.00	\$ 72.00	\$ 72.00	\$ 72.00	\$ 72.00	\$ 72.00	\$ 72.00	\$ 72.00	\$ 72.00	\$ 72.00	\$ 720.00	\$ 70.00	0.88%
Cleaning Supplies	\$ 1,200.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 264.00	
District Council	\$ 1,934.34	\$ 868.44	\$ 405.58	\$ 316.54	\$ 740.38	\$ 702.31	\$ 773.85	\$ 500.00	\$ 800.00	\$ 350.00	\$ 500.00	\$ 500.00	\$ 3,972.24	\$ 2,872.76	44.89%
District Board Elections	\$ 150.00	\$ 780.00	\$ 675.00	\$ -	\$ -	\$ 75.00	\$ 990.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,670.00	\$ 9,330.00	77.75%
Electricity	\$ 3,050.00	\$ 2,650.00	\$ 3,750.00	\$ 2,750.00	\$ 2,600.00	\$ 3,050.00	\$ 2,750.00	\$ 3,150.00	\$ 3,800.00	\$ 2,650.00	\$ 3,150.00	\$ 2,850.00	\$ 36,198.00	\$ 3,000.00	100.00%
Equipment Fuel	\$ 114.00	\$ 150.00	\$ 140.00	\$ 118.00	\$ 125.00	\$ 65.00	\$ 180.00	\$ 150.00	\$ 130.00	\$ 118.00	\$ 97.00	\$ 118.00	\$ 2,078.17	\$ 15,416.83	47.59%
Event Costs	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 2,250.00	\$ 775.61	48.21%
Franchise Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Liability Insurance	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 750.00	100.00%
Interest	\$ 180.00	\$ 170.00	\$ 210.00	\$ 47.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47.50	\$ 9,852.50	99.53%
Landline Phone	\$ 120.00	\$ 160.00	\$ 120.00	\$ 120.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 1,279.92	\$ 1,023.08	44.42%
Mobile Phone	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 1,196.82	\$ 673.18	36.00%
Memberships	\$ 93.01	\$ 98.43	\$ 94.61	\$ 94.61	\$ 189.26	\$ -	\$ 94.63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 664.55	\$ 776.45	53.85%
Mileage	\$ 100.00	\$ -	\$ -	\$ 1,421.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,421.00	\$ 499.00	75.99%
Office Equipment	\$ 210.00	\$ 170.00	\$ 170.00	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	100.00%
Office Supplies	\$ 85.00	\$ 100.00	\$ 151.97	\$ 199.00	\$ 168.13	\$ 187.22	\$ 211.76	\$ 50.00	\$ 270.00	\$ 131.00	\$ 85.00	\$ 85.00	\$ 1,133.49	\$ 966.51	46.07%
Professional Development	\$ 227.50	\$ 974.26	\$ 274.50	\$ 33.00	\$ 182.27	\$ -	\$ 118.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,396.15	\$ 175.85	11.19%
Recruitment Programs	\$ 600.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 3,600.00	\$ 735.00	73.50%
Repairs and Maintenance	\$ 408.56	\$ 1,192.09	\$ 1,700.00	\$ 316.38	\$ 991.31	\$ 400.00	\$ 300.00	\$ 300.00	\$ 5,000.00	\$ 3,500.00	\$ 3,900.00	\$ 2,500.00	\$ 14,664.16	\$ 3,393.84	69.88%
Security	\$ 486.00	\$ -	\$ 500.00	\$ 486.00	\$ -	\$ 486.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 4,860.00	\$ 2,714.82	51.97%
Security Monitoring System	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 100.00	\$ 892.00	37.96%
Technology Services	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 810.00	\$ 342.83	23.04%
Trash Disposal	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 2,500.00	\$ 714.49	61.07%
Vehicle Repair/Financing	\$ 246.00	\$ 117,052.00	\$ 246.00	\$ 246.00	\$ 246.00	\$ 246.00	\$ 246.00	\$ 246.00	\$ 246.00	\$ 246.00	\$ 246.00	\$ 246.00	\$ 2,460.00	\$ 926.36	31%
Water	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 30,000.00	\$ 19,635.97	43.6%
Swimming Pool Maintenance	\$ 2,468.48	\$ 2,272.23	\$ 2,729.48	\$ 6,561.01	\$ 2,132.30	\$ -	\$ 6,086.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,740.56	\$ 6,259.44	18%
Swimming Pool Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 18,525.00	\$ 16,812.00	\$ 18,032.00	\$ 15,796.00	\$ 16,837.00	\$ 16,837.00	\$ 16,837.00	\$ 16,837.00	\$ 16,837.00	\$ 16,837.00	\$ 16,837.00	\$ 16,837.00	\$ 185,200.00	\$ 158,298.24	79.3%
	\$ 17,900.78	\$ 17,745.40	\$ 16,514.62	\$ 15,521.23	\$ 8,688.27	\$ 67,340.40	\$ 20,166.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 139,806.00	\$ 110,114.00	69%
	\$ 46,717.00	\$ 35,778.00	\$ 119,890.00	\$ 41,740.00	\$ 34,573.00	\$ 29,625.00	\$ 44,810.00	\$ 31,969.00	\$ 81,995.00	\$ 40,000.00	\$ 31,855.00	\$ 106,596.00	\$ 688,309.00	\$ 431,664.62	62%
<b>Grand Total</b>	\$ 33,494.94	\$ 14,329.84	\$ 18,360.86	\$ 36,973.46	\$ 23,478.01	\$ 80,930.35	\$ 99,076.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 688,309.00	\$ 431,664.62	62%

**Calwa Recreation and Park District  
 Profit & Loss Budget vs. Actual  
 January 2020**

	<u>Jan 20</u>	<u>Budget</u>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>Park Income (Income recieved from Park Rentals)</b>		
Donation	0.00	17,300.00
Events	575.00	2,450.00
Field Rentals	0.00	150.00
Hall Rentals	25.00	100.00
Miscellaneous	0.00	1,450.00
Picnic Rental	34.99	100.00
Rent Payments	2,800.00	1,400.00
Zumba	1,300.00	600.00
Park Income (Income recieved from Park Rentals) - Other	0.01	
<b>Total Park Income (Income recieved from Park Rentals)</b>	<u>4,735.00</u>	<u>23,550.00</u>
<b>The County of Fresno</b>		
3005-RDA ABX1 26 Property Tax	24,030.18	
3006-Redev Tax Increm Reimb	14,968.69	
3025-Property Taxes-Prior Unsec	237.83	
3380-Interest	664.21	
3565-State-/L Homeowners Prop	1,489.63	
The County of Fresno - Other	0.00	28,025.00
<b>Total The County of Fresno</b>	<u>41,390.54</u>	<u>28,025.00</u>
<b>Total Income</b>	<u>46,125.54</u>	<u>51,575.00</u>
<b>Gross Profit</b>	46,125.54	51,575.00
<b>Expense</b>		
Aflac (Health Insurance)	0.00	
Audit	7,930.00	8,000.00
Bank Fees	0.00	22.00
Cleaning supplies	773.85	350.00
Director stipends	435.99	500.00
District counsel	990.00	1,000.00
District Payroll Taxes	2,189.78	1,392.00
Electricity	0.00	2,750.00
Employee Salaries	15,810.59	15,547.00
Equipment Fuel	60.85	180.00
Event Costs	-530.00	225.00
Fresno co Service fee	0.00	0.00
HR miscellaneous	50.00	144.00
Internet	319.98	200.00
Landline Phone	180.25	130.00
Liability insurance	0.00	5,000.00
Mobile Phone	94.63	120.00
Office Equipment	211.76	170.00
Office Supply	118.76	70.00
Payroll Fees	404.46	208.00
Professional Development	265.00	
Recreation Programs	-300.00	300.00
Repairs and Maintenance	3,856.81	5,000.00
Security	486.00	500.00
Security Monitoring System	10.00	10.00
Technology Service	230.51	100.00
Trash Disposal	487.25	250.00
Vehicle Leasing	432.41	375.00
Water	4,038.04	2,000.00
<b>Total Expense</b>	<u>38,546.92</u>	<u>44,543.00</u>
<b>Net Ordinary Income</b>	<u>7,578.62</u>	<u>7,032.00</u>
<b>Net Income</b>	<u><u>7,578.62</u></u>	<u><u>7,032.00</u></u>

1:09 PM  
02/13/20

**Calwa Recreation and Park District**  
**Reconciliation Summary**  
Fresno County Account, Period Ending 01/31/2020

---

	<u>Jan 31, 20</u>
Beginning Balance	175,865.54
Cleared Transactions	
Checks and Payments - 3 items	-47,930.00
Deposits and Credits - 1 item	41,390.54
	<u>-6,539.46</u>
Total Cleared Transactions	
Cleared Balance	<u><b>169,326.08</b></u>
Register Balance as of 01/31/2020	169,326.08
Ending Balance	169,326.08

1:10 PM

02/13/20

**Calwa Recreation and Park District**  
**Reconciliation Detail**  
Fresno County Account, Period Ending 01/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						175,865.54
<b>Cleared Transactions</b>						
<b>Checks and Payments - 3 items</b>						
Check	01/23/2020	65-0284927	Cuttone & Mastro	X	-7,930.00	-7,930.00
Check	01/24/2020	65-0284929	CALWA RECREATI...	X	-20,000.00	-27,930.00
Check	01/24/2020	65-0284928	CALWA RECREATI...	X	-20,000.00	-47,930.00
Total Checks and Payments					-47,930.00	-47,930.00
<b>Deposits and Credits - 1 item</b>						
Deposit	01/31/2020			X	41,390.54	41,390.54
Total Deposits and Credits					41,390.54	41,390.54
Total Cleared Transactions					-6,539.46	-6,539.46
Cleared Balance					-6,539.46	169,326.08
Register Balance as of 01/31/2020					-6,539.46	169,326.08
<b>Ending Balance</b>					<b>-6,539.46</b>	<b>169,326.08</b>

Report ID: C1000100  
 Program:

PeopleSoft  
 MONTHLY GENERAL LEDGER TRANSACTION REGISTER  
 Journal Dates 01/01/2020 through 01/31/2020

Page No. 1  
 Run Date 02/04/2020  
 Run Time 10:32:30

Fund:	Journal Date	Jrnl Src	Jrnl ID	Header Description	Line Ref	Debit Amount	Credit Amount
Calwa Park And Recreation Dist							
Sub class:	General Subclass						
Account:				Beginning Balance			175,865.54
Cash In Treasury	01/02/2020	AUD	0001898435	20 - PASS THROUGH 19-20B PASSTHRU		14,968.69	
	01/03/2020	AUD	0001898502	20 - RESIDUAL 19-20B FRESNO		24,030.18	
	01/06/2020	AUD	0001898637	20 - HOMEOWNER APPORT 1ST HOA 1ST		1,489.63	
	01/13/2020	AUD	0001899518	20 - PRIOR UNSECURED 2ND 1 PU2ND18-19		237.83	
	01/17/2020	AUD	0001900798	19 - CURRENT SECURED INTER		616.19	
	01/23/2020	ALO	0001901652	2nd QTR- 1st INT DISTB		48.02	
	01/28/2020	REC	0001902091	Op Fund Entry - Main			47,930.00
				Cash In Treasury		41,390.54	47,930.00
				Ending Balance			169,326.08
Account:				Beginning Balance			2,893,391.03
	01/28/2020	REC	0001902091	Op Fund Entry - Main		47,930.00	
				Fund Balance - Unassigned		47,930.00	0.00
				Ending Balance			2,941,321.03
Account:				Beginning Balance			0.00
	01/03/2020	AUD	0001898502	20 - RESIDUAL 19-20B FRESNO		0.00	24,030.18
				RDA ABX1 26 Property Tax			24,030.18
				Ending Balance			-24,030.18
Account:				Beginning Balance			0.00
	01/02/2020	AUD	0001898435	20 - PASS THROUGH 19-20B PASSTHRU		0.00	14,968.69
				Redev Tax Increm Reimb			14,968.69
				Ending Balance			-14,968.69
Account:				Beginning Balance			-193.19
	01/13/2020	AUD	0001899518	20 - PRIOR UNSECURED 2ND 1 PU2ND18-19		0.00	237.83
				Property Taxes-Prior Unsecured			237.83
				Ending Balance			-431.02
Account:				Beginning Balance			-1,165.68
	01/17/2020	AUD	0001900798	19 - CURRENT SECURED INTER		0.00	616.19
	01/23/2020	ALO	0001901652	2nd QTR- 1st INT DISTB		0.00	48.02
				Interest			664.21
				Ending Balance			-1,829.89
Account:				Beginning Balance			0.00
	01/06/2020	AUD	0001898637	20 - HOMEOWNER APPORT 1ST HOA 1ST		0.00	1,489.63
				State-I/L Homeowners Prop Tax			1,489.63
				Ending Balance			-1,489.63
				Subclass Total		89,320.54	89,320.54

End of Report



Report ID:  
Program:

PeopleSoft  
MONTHLY GENERAL LEDGER TRANSACTION REGISTER  
Journal Dates 01/01/2020 through 01/31/2020

Page No. 2  
Run Date 02/04/2020  
Run Time 10:32:30

Journal Date	Jrnl Src	Jrnl ID	Header Description	Line Ref	Debit Amount	Credit Amount
Fund: Calwa Park And Recreation Dist			SUBCLASS:	ACCOUNT:		
Fund Total					89,320.54	89,320.54

End of Report

Report ID: GLSF9109  
 Program: GLSF9109

PeopleSoft  
 MONTHLY GENERAL LEDGER TRIAL BALANCE

Page No. 1  
 Run Date 02/04/2020

Fiscal Year 2020  
 Through Period 7

Run Time 10:32:31

Fund: Calwa Park And Recreation Dist Subclass: General Subclass	Beginning Balance		Year-to-Date Transaction		Current Balances	
	Debit Accts	Credit Accts	Debits	Credits	Debits Accts	Credit Accts
Cash In Treasury	279,610.17	0.00	0.00	110,284.09	169,326.08	0.00
Interest Receivable	1,460.13	0.00	0.00	1,460.13	0.00	0.00
Due To Other Governmental	0.00	1,619,309.92	0.00	0.00	0.00	1,619,309.92
Fiduciary Closing	0.00	1,341,672.42	0.00	0.00	0.00	1,341,672.42
Fund Balance - Unassigned	0.00	-2,679,912.04	261,408.99	0.00	0.00	-2,941,321.03
RDA ABX1 26 Property Tax	0.00	0.00	0.00	24,030.18	0.00	24,030.18
Redev Tax Increm Reimb	0.00	0.00	0.00	14,968.69	0.00	14,968.69
Suppl-Prior Secured	0.00	0.00	0.00	121.58	0.00	121.58
Property Taxes-Current Sec	0.00	0.00	0.00	103,159.45	0.00	103,159.45
Suppl-Current Secured	0.00	0.00	0.00	3,410.70	0.00	3,410.70
Supplemental-Curr Unsec Pr	0.00	0.00	0.00	35.62	0.00	35.62
Property Taxes-Curr Unsec	0.00	0.00	0.00	134.84	0.00	134.84
Property Taxes-Prior Unsec	0.00	0.00	0.00	431.02	0.00	431.02
Penalties & Costs-Delinq T	0.00	0.00	0.00	47.55	0.00	47.55
Interest	0.00	0.00	0.00	1,829.89	0.00	1,829.89
State In-Lieu Taxes- Fish&	0.00	0.00	0.00	5.62	0.00	5.62
State-I/L Homeowners Prop	0.00	0.00	0.00	1,489.63	0.00	1,489.63
SUB CLASS TOTAL	281,070.30	281,070.30	261,408.99	261,408.99	169,326.08	169,326.08

End of Report

Report ID:  
Program: G

PeopleSoft  
MONTHLY GENERAL LEDGER TRIAL BALANCE

Fiscal Year 2020  
Through Period 7

Page No. 2  
Run Date 02/04/2020

Run Time 10:32:31

Fund: Calwa Park And Recreation Dist SubClass: 00000 General Subclass	Beginning Balance		Year-to-Date Transaction		Current Balances	
	Debit Accts	Credit Accts	Debits	Credits	Debits Accts	Credit Accts
GRAND TOTALS	281,070.30	281,070.30	261,408.99	261,408.99	169,326.08	169,326.08

End of Report

1:37 PM  
02/17/20

**Calwa Recreation and Park District**  
**Reconciliation Summary**  
Bank of the West Payroll, Period Ending 01/31/2020

---

	<u>Jan 31, 20</u>
Beginning Balance	43,268.86
Cleared Transactions	
Checks and Payments - 15 items	-20,282.88
Deposits and Credits - 2 items	117.36
Total Cleared Transactions	<u>-20,165.52</u>
Cleared Balance	<u>23,103.34</u>
Uncleared Transactions	<u>20,000.00</u>
Register Balance as of 01/31/2020	<u>43,103.34</u>
Ending Balance	43,103.34

1:37 PM

02/17/20

**Calwa Recreation and Park District**  
**Reconciliation Detail**  
**Bank of the West Payroll, Period Ending 01/31/2020**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						43,268.86
<b>Cleared Transactions</b>						
<b>Checks and Payments - 15 items</b>						
Check	01/03/2020	985023	Aflac Health	X	-117.36	-117.36
Check	01/03/2020	DEBIT	ADP	X	-84.42	-201.78
Check	01/07/2020	DEBIT	ADP	X	-4,781.86	-4,983.64
Check	01/07/2020	11037	Esmeralda Zamora	X	-258.67	-5,242.31
Check	01/08/2020	DEBIT	ADP	X	-2,313.22	-7,555.53
Check	01/09/2020	11038	Bobby D Otero	X	-703.10	-8,258.63
Check	01/14/2020	11039	United Health Care	X	-1,324.70	-9,583.33
Check	01/17/2020	11031	United Health Care	X	-1,324.73	-10,908.06
Check	01/17/2020	DEBIT	ADP	X	-78.47	-10,986.53
Check	01/21/2020	11033	Raul Guerra	X	-177.32	-11,163.85
Check	01/22/2020	DEBIT	ADP	X	-6,017.79	-17,181.64
Check	01/22/2020	DEBIT	ADP	X	-2,243.24	-19,424.88
Check	01/24/2020	11040	Bobby D Otero	X	-616.43	-20,041.31
Check	01/29/2020	DEBIT	ADP	X	-163.10	-20,204.41
Check	01/31/2020	DEBIT	ADP	X	-78.47	-20,282.88
Total Checks and Payments					-20,282.88	-20,282.88
<b>Deposits and Credits - 2 items</b>						
Deposit	01/07/2020			X	58.68	58.68
Deposit	01/22/2020			X	58.68	117.36
Total Deposits and Credits					117.36	117.36
Total Cleared Transactions					-20,165.52	-20,165.52
Cleared Balance					-20,165.52	23,103.34
<b>Uncleared Transactions</b>						
<b>Deposits and Credits - 1 item</b>						
Check	01/24/2020	65-0284928	CALWA RECREATI...		20,000.00	20,000.00
Total Deposits and Credits					20,000.00	20,000.00
Total Uncleared Transactions					20,000.00	20,000.00
Register Balance as of 01/31/2020					-165.52	43,103.34
<b>Ending Balance</b>					<b>-165.52</b>	<b>43,103.34</b>



**BANK OF THE WEST**  
**BNP PARIBAS**

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

## Account Statement

January 1, 2020 - January 31, 2020

Page 1 of 6

CALWA RECREATION & PARK DISTRICT  
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## REGULAR BUSINESS CHECKING

CALWA RECREATION & PARK DISTRICT

### ACCOUNT SUMMARY

<b>Beginning Balance</b>	<b>\$43,268.86</b>
6 Credits	117.36
0 Deposits	0.00
8 Withdrawals	-15,760.57
7 Checks	-4,522.31
<b>Ending Balance</b>	<b>\$23,103.34</b>

### EARNINGS SUMMARY

Interest this statement period	\$0.00
Interest credited year-to-date	\$0.00
Interest credited prior year	\$0.00
Annual percentage yield earned	0.00%
Average monthly balance	\$32,415.56

### For your protection:

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

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





**REGULAR BUSINESS CHECKING xxx-xx5854** (continued)

ACCOUNT DETAIL

**Credits**

<i>Date</i>	<i>Amount</i>	<i>Description</i>
01/07	\$12.42	ELECTRONIC DEP CALWA RECREATION DIRECT DEP 010720PPD
01/07	16.32	ELECTRONIC DEP CALWA RECREATION DIRECT DEP 010720PPD
01/07	29.94	ELECTRONIC DEP CALWA RECREATION DIRECT DEP 010720PPD
01/22	12.42	ELECTRONIC DEP CALWA RECREATION DIRECT DEP 012220PPD
01/22	16.32	ELECTRONIC DEP CALWA RECREATION DIRECT DEP 012220PPD
01/22	29.94	ELECTRONIC DEP CALWA RECREATION DIRECT DEP 012220PPD

**6 credits for a total of \$117.36**

**Withdrawals**

<i>Date</i>	<i>Amount</i>	<i>Description</i>
01/03	\$84.42	ELECTRONIC DBT ADP PAYROLL FEES ADP - FEES 010320 2RJIG 9142107 CCD
01/07	4,781.86	ELECTRONIC DBT ADP WAGE PAY WAGE PAY 010720 934013294110JIG CCD
01/08	2,313.22	ELECTRONIC DBT ADP Tax ADP Tax 010820 RRJIG 010701A01 CCD
01/17	78.47	ELECTRONIC DBT ADP PAYROLL FEES ADP - FEES 011720 2RJIG 2658665 CCD
01/22	2,243.24	ELECTRONIC DBT ADP Tax ADP Tax 012220 RRJIG 012102A02 CCD
01/22	6,017.79	ELECTRONIC DBT ADP WAGE PAY WAGE PAY 012220 931813254104JIG CCD
01/29	163.10	ELECTRONIC DBT ADP PAYROLL FEES ADP - FEES 012920 2RJIG 9206910 CCD
01/31	78.47	ELECTRONIC DBT ADP PAYROLL FEES ADP - FEES 013120 2RJIG 3691984 CCD

**8 withdrawals for a total of \$15,760.57**

**Checks Paid**

<i>Number</i>	<i>Date paid</i>	<i>Amount</i>	<i>Number</i>	<i>Date paid</i>	<i>Amount</i>	<i>Number</i>	<i>Date paid</i>	<i>Amount</i>
11031	01/17	1,324.73	11038	01/09	703.10	985023*	01/03	117.36
11033*	01/21	177.32	11039	01/14	1,324.70			
11037*	01/07	258.67	11040	01/24	616.43			

**7 checks paid for a total of \$4,522.31**

\* Break in check number sequence.





**BANK OF THE WEST**  
**BNP PARIBAS**

## Account Statement

January 1, 2020 - January 31, 2020

Page 3 of 6

### IMPORTANT INFORMATION

#### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

(For accounts that are maintained primarily for personal, family or household purposes.)

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

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

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

01346 3879708 003202 006403 0002/0003

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**BANK OF THE WEST**  
**BNP PARIBAS**

## Account Statement

January 1, 2020 - January 31, 2020

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Page 4 of 6

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1-800-659-5495 TTY



**BANK OF THE WEST**  
**BNP PARIBAS**

# Account Statement

January 1, 2020 - January 31, 2020

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Page 6 of 6

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1-800-659-5495 TTY/TDD

12:14 PM

02/14/20

**Calwa Recreation and Park District**  
**Reconciliation Summary**  
**Bank of The West Revenue, Period Ending 01/31/2020**

---

	<u>Jan 31, 20</u>
<b>Beginning Balance</b>	199,052.75
<b>Cleared Transactions</b>	
Checks and Payments - 41 items	-64,496.34
Deposits and Credits - 5 items	6,649.71
<b>Total Cleared Transactions</b>	<u>-57,846.63</u>
<b>Cleared Balance</b>	<u>141,206.12</u>
<b>Uncleared Transactions</b>	<u>20,000.00</u>
<b>Register Balance as of 01/31/2020</b>	<u>161,206.12</u>
<b>Ending Balance</b>	161,206.12

**Calwa Recreation and Park District**  
**Reconciliation Detail**  
**Bank of The West Revenue, Period Ending 01/31/2020**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						199,052.75
<b>Cleared Transactions</b>						
<b>Checks and Payments - 41 items</b>						
Check	12/08/2019	1125	John Deere Financial	X	-134.27	-134.27
Check	01/02/2020	DEBIT	Fat Cow	X	-191.39	-325.66
Check	01/02/2020	DEBIT	Fat Cow	X	-25.98	-351.64
Check	01/02/2020	DEBIT	Bank of the West	X	-10.00	-361.64
Check	01/06/2020	DEBIT	A C Electric Company	X	-140.00	-501.64
Check	01/07/2020	DEBIT	Microsoft 365	X	-13.14	-514.78
Check	01/08/2020	DEBIT	John Deere Financial	X	-269.88	-784.66
Check	01/11/2020	1148	C-III Construction INC.	X	-48,000.00	-48,784.66
Check	01/11/2020	1147	C-III Construction INC.	X	-2,820.00	-51,604.66
Check	01/11/2020	1146	C-III Construction INC.	X	-709.00	-52,313.66
Check	01/11/2020	1135	KS StateBank	X	-162.53	-52,476.19
Check	01/13/2020	1143	Jeff Pfeiffer	X	-550.00	-53,026.19
Check	01/14/2020	DEBIT	Office Depot	X	-118.76	-53,144.95
Check	01/14/2020	DEBIT	Verizon Wireless	X	-94.63	-53,239.58
Check	01/14/2020	DEBIT	Terminix	X	-44.00	-53,283.58
Check	01/14/2020	DEBIT	SQUARE	X	-0.01	-53,283.59
Check	01/17/2020	DEBIT	Montoy Law Corpora...	X	-990.00	-54,273.59
Check	01/17/2020	DEBIT	Mid Valley Disposal	X	-487.25	-54,760.84
Check	01/17/2020	DEBIT	Home Depot Credit ...	X	-390.35	-55,151.19
Check	01/17/2020	DEBIT	AT and T	X	-180.25	-55,331.44
Check	01/21/2020	DEBIT	Sonitrol	X	-486.00	-55,817.44
Check	01/21/2020	985064	Central Sanitary Sup...	X	-260.01	-56,077.45
Check	01/21/2020	985054	Central Sanitary Sup...	X	-174.54	-56,251.99
Check	01/21/2020	985065	Unwired Broadband ...	X	-159.99	-56,411.98
Check	01/21/2020	985056	De Lage Landon	X	-82.97	-56,494.95
Check	01/21/2020	DEBIT	Arco	X	-60.85	-56,555.80
Check	01/21/2020	985059	Zoom Imaging Soluti...	X	-51.87	-56,607.67
Check	01/21/2020	DEBIT	RING.COM	X	-10.00	-56,617.67
Check	01/22/2020	985051	City of Fresno	X	-4,038.04	-60,655.71
Check	01/23/2020	1144	Jeff Pfeiffer	X	-550.00	-61,205.71
Check	01/23/2020	985060	Unifirst	X	-339.30	-61,545.01
Check	01/23/2020	1145	Maria Mancha	X	-50.00	-61,595.01
Check	01/27/2020	DEBIT	California Special Di...	X	-265.00	-61,860.01
Check	01/28/2020	DEBIT	Office Depot	X	-162.77	-62,022.78
Check	01/29/2020	DEBIT	Best Buy	X	-1,727.58	-63,750.36
Check	01/29/2020	DEBIT	Best Buy	X	-166.95	-63,917.31
Check	01/29/2020	DEBIT	Best Buy	X	-125.16	-64,042.47
Check	01/31/2020	985068	Unwired Broadband ...	X	-159.99	-64,202.46
Check	01/31/2020	985069	Zoom Imaging Soluti...	X	-76.92	-64,279.38
Check	01/31/2020	DEBIT	fresno County Clerk ...	X	-50.00	-64,329.38
Check	02/14/2020	DEBIT	Best Buy	X	-166.96	-64,496.34
<b>Total Checks and Payments</b>					<b>-64,496.34</b>	<b>-64,496.34</b>
<b>Deposits and Credits - 5 items</b>						
Deposit	01/02/2020			X	10.00	10.00
Deposit	01/06/2020			X	3,090.00	3,100.00
Deposit	01/14/2020			X	0.01	3,100.01
Deposit	01/22/2020			X	1,324.70	4,424.71
Deposit	01/28/2020			X	2,225.00	6,649.71
<b>Total Deposits and Credits</b>					<b>6,649.71</b>	<b>6,649.71</b>
<b>Total Cleared Transactions</b>					<b>-57,846.63</b>	<b>-57,846.63</b>
<b>Cleared Balance</b>					<b>-57,846.63</b>	<b>141,206.12</b>

**Calwa Recreation and Park District**  
**Reconciliation Detail**  
Bank of The West Revenue, Period Ending 01/31/2020

---

Type	Date	Num	Name	Clr	Amount	Balance
<b>Uncleared Transactions</b>						
<b>Deposits and Credits - 1 item</b>						
Check	01/24/2020	65-0284929	CALWA RECREATI...		20,000.00	20,000.00
Total Deposits and Credits					20,000.00	20,000.00
Total Uncleared Transactions					20,000.00	20,000.00
Register Balance as of 01/31/2020					-37,846.63	161,206.12
<b>Ending Balance</b>					<b>-37,846.63</b>	<b>161,206.12</b>



**BANK OF THE WEST**  
**BNP PARIBAS**

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# Account Statement

January 1, 2020 - January 31, 2020

Page 1 of 4

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

## CLASSIC BUSINESS CHECKING

CALWA RECREATION & PARK DISTRICT

### ACCOUNT SUMMARY

<b>Beginning Balance</b>	<b>\$199,052.75</b>
3 Credits	1,334.71
2 Deposits	5,315.00
24 Withdrawals	-6,176.91
17 Checks	-58,319.43
<b>Ending Balance</b>	<b>\$141,206.12</b>

### EARNINGS SUMMARY

Interest this statement period	\$0.00
Interest credited year-to-date	\$0.00
Interest credited prior year	\$0.00
Annual percentage yield earned	0.00%
Average monthly balance	\$193,402.23

### For your protection:

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

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





## CLASSIC BUSINESS CHECKING xxx-xx8101 (continued)

### ACCOUNT DETAIL

#### Credits

Date	Amount	Description
01/02	\$10.00	SERVICE CHG REBATE VALUED CUSTOMER MONTHLY SERVICE CHARGE REBATE
01/14	0.01	ELECTRONIC DEP Square Inc SDV-VRFY 011420 T200187616982 CCD
01/22	1,324.70	ELECTRONIC DEP CALWA RECREATION DIRECT DEP 012220PPD

**3 credits for a total of \$1,334.71**

#### Deposits

Date	Amount	Date	Amount
01/06	\$3,090.00	01/28	\$2,225.00

**2 deposits for a total of \$5,315.00**

#### Withdrawals

Date	Amount	Description
01/02	\$25.98	DEBIT CARD POS EIG*FATCOW 866-5392854 MA ON 200101 #3994
01/02	191.39	DEBIT CARD POS EIG*FATCOW 866-5392854 MA ON 200101 #3994
01/02	10.00	MONTHLY SVC CHG PREVIOUS PERIOD ACTIVITY RESULTED IN MONTHLY SERVICE CHARGE
01/06	140.00	DEBIT CARD POS A-C ELECTRIC COMPANY 6614100000 CA ON 200105 #3994
01/07	13.14	POS PURCHASE 784910 Microsoft Redmond WA ##3994
01/08	269.88	ELECTRONIC DBT JDF WEB PAY JDF WEBPAY 010820 WEB
01/14	0.01	ELECTRONIC DBT Square Inc SDV-VRFY 011420 T200187616983 CCD
01/14	44.00	ELECTRONIC DBT TERMINIX ONLINE PMT 011420 CKF412279708POS CCD
01/14	94.63	ELECTRONIC DBT VERIZON ONLINE PMT 011420 CKF412279708POS CCD
01/14	118.76	ELECTRONIC DBT OFFICE DEPOT ONLINE PMT 011420 CKF412279708POS CCD
01/17	180.25	ELECTRONIC DBT AT&T (PAC BELL) ONLINE PMT 011720 CKF412279708POS CCD
01/17	390.35	ELECTRONIC DBT THE HOME DEPOT R ONLINE PMT 011720 CKF412279708POS CCD
01/17	487.25	ELECTRONIC DBT MID VALLEY DISP ONLINE PMT 011720 CKF412279708POS CCD
01/17	990.00	ELECTRONIC DBT MONTROY LAW CORPO ONLINE PMT 011720 CKF412279708POS CCD
01/21	10.00	DEBIT CARD POS RING UNLIMITED MONTHLY 8006561918 CA ON 200120 #3994
01/21	60.85	POS PURCHASE 044001 ARCO #42744 FRESNO CA ##3994
01/21	486.00	ELECTRONIC DBT SONITROL ONLINE PMT 012120 CKF412279708POS CCD
01/27	265.00	DEBIT CARD POS CALIFORNIA SPECIAL DIS SACRAMENTO CA ON 200127 #3994
01/28	162.77	ELECTRONIC DBT OFFICE DEPOT ONLINE PMT 012820 CKF412279708POS CCD
01/29	125.16	DEBIT CARD POS BESTBUYCOM805688312522 888-BESTBUY MN ON 200129 #3994
01/29	166.95	DEBIT CARD POS BESTBUYCOM805688312522 888-BESTBUY MN ON 200129 #3994
01/29	166.96	DEBIT CARD POS BESTBUYCOM805688312522 888-BESTBUY MN ON 200129 #3994
01/29	1,727.58	DEBIT CARD POS BESTBUYCOM805688312522 888-BESTBUY MN ON 200129 #3994
01/31	50.00	DEBIT CARD POS FRESNO COUNTY CLERK EL FRESNO CA ON 200131 #3994

**24 withdrawals for a total of \$6,176.91**

#### Checks Paid

Number	Date paid	Amount	Number	Date paid	Amount	Number	Date paid	Amount
1125	01/22	134.27	1147	01/29	2,820.00	985060	01/23	339.30
1135*	01/28	162.53	1148	01/29	48,000.00	985064*	01/21	260.01
1143*	01/30	550.00	985051*	01/22	4,038.04	985065	01/21	159.99
1144	01/30	550.00	985054*	01/21	174.54	985068*	01/31	159.99
1145	01/29	50.00	985056*	01/21	82.97	985069	01/31	76.92
1146	01/29	709.00	985059*	01/21	51.87			

**17 checks paid for a total of \$58,319.43**

\* Break in check number sequence.



## IMPORTANT INFORMATION

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

(For accounts that are maintained primarily for personal, family or household purposes.)

Telephone us at (300) 488-2265, or write us at Bank of the West\*, Branch Service Center, P.O. Box 2573, Omaha, NE 68103-2573 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. We will need to know the following:

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

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

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







**BANK OF THE WEST**  
**BNP PARIBAS**

## Account Statement

January 1, 2020 - January 31, 2020

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Page 4 of 4

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1-800-488-2265



1-800-659-5495 TTY

**Calwa Recreation and Park District  
Facilities Fees**

<b>Administrative Fee</b>	TBD
<b>Key Deposit (Refundable)</b>	50
<b>Liability Insurance (required/unless furnished)</b>	TBD
<b>Security Guards (required with over 100 participants or if alcohol use)</b>	TBD
<b>Portable Restrooms</b>	TBD
<b>Waste Bin/Roll off</b>	TBD
<b>CALWA COMMUNITY HALL</b>	
<b>Cleaning Deposit (Refundable if no extra cleaning required by Calwa)</b>	250
<b>All Day Rental Fee w/Kitchen-includes tables &amp; chairs</b>	
Residents	400
Non-Residents	600
<b>Rental Fee w/Kitchen-includes table &amp; chairs</b>	
Residents (Minimum 2-hour fee) / Each hour after 2 hr. requirement	100/75
Non-Residents (Minimum 2-hour fee) / Each hour after 2 hr. requirement	200/100
Resident Funeral Event	100
Non-Resident Funeral Event	150

<b>EXCLUSIVE PARKS USE (Entire Park)</b>	
Cleaning Deposit (Refundable if the park is left clean)	500
All Day Rental Fee Residents (Non-Profit) Per Day	R1000-N1500
All Day Rental Fee Regular Organization	R1500-N2000
Art Wall	<b>R15-N20 section</b>
Community Event (Gates are required to remain open)	FREE
<b>PARTIAL PARK RENTAL 1/4</b>	
Cleaning Deposit (Refundable)	150
All Day Rental Fee (Non-Profit) Per Day	R250-N500
All Day Rental Fee Regular Organization	R350-N600
Will Need Contract Agreement	TBD

<b>PARK RENTAL: PICNIC AREA</b>	
Rental Shelters (Areas)	R35-N50
Electricity (Additional Fee)	R15-N20
Bounce House Fee	R15-N25
<b>SOFTBALL FIELDS</b>	
Rental Softball Fields Per Game	R25-N50
Light Rental Use Per Hour	R30-N35
<b>SOCCER FIELDS</b>	
Adult Per Game / Lights Per Hour	50/30
Adult Non-Profit Per Game / Lights Per Hour	40/25
Youth Per Game/ Lights Per Hour	35/25
Youth Non-Profit Per Game / Lights Per Hour	30/20

**RESOLUTION NO. 2020-3**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA RECREATION AND PARK DISTRICT APPROVING FEES FOR USE OF DISTRICT FACILITIES AND PARK**

**WHEREAS**, the Board of Directors has adopted reasonable fees for the use of District facilities and parks; and

**WHEREAS**, the Board of Directors has determined that the District facilities and park fees be amended to reflect the reasonable cost of providing the services and to allow for affordability; and

**WHEREAS**, after review and consideration, it is deemed by the Board of Directors that it is in the best interest of the District and its residents that certain fees be adjusted.

**NOW, THEREFORE**, the Board of Directors of the Calwa Recreation and Park District resolves as follows:

Section 1. The foregoing recitals are true and correct and are incorporated by reference.

Section 2. The Board approves the Calwa District Facilities and Park Fees schedule attached as Exhibit A.

Section 3. District staff is directed to take all administrative actions necessary to implement the attached listing of effective District fees.

Section 4. This resolution shall be effective upon adoption.

**CERTIFICATION**

The foregoing Resolution No. 2020-3 was adopted at a regular meeting on February 18 , 2020, by the following vote:

AYES:

\_\_\_\_\_

NOES:

\_\_\_\_\_

ABSTENTIONS:

\_\_\_\_\_

ABSENCES:

\_\_\_\_\_

\_\_\_\_\_  
Secretary of the Board of Directors



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## Calwa Recreation and Park District

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*Calwa Recreation & Park District*  
4545 E Church ave Fresno CA 93725  
Phone: (559)264-6867

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November 22, 2017

  
Maintenance Supervisor

Dear Minervino:

I am pleased to inform you that your salary is being increased as of January 1, 2018.

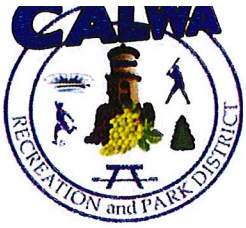
You are being awarded a \$2 merit increase due to your excellent performance and valuable contributions to your department and to Calwa Recreation and Park District. Your new hourly wage will be \$17

Thank you for your contributions to Calwa Recreation and Park District.

Sincerely,

A handwritten signature in black ink, appearing to be "Felix Ortiz".

Felix Ortiz  
District Administrator



# Calwa Recreation and Park District Employee Evaluation Form

Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Date of Last Evaluation: \_\_\_\_\_ Period of Evaluation \_\_\_\_\_ to \_\_\_\_\_

1. **Attitude**

(a) the extent to which an employee demonstrates a willingness to fulfill position requirements and assigned tasks

**Rating:**

**Comments:**

(b) The extent to which the employee takes appropriate corrective action in response to constructive criticism by supervisor

**Rating:**

**Comments:**

2. **Planning and Scheduling:**

The extent to which the employee plans and schedules work for the accomplishment of objectives. Time management

**Rating:**

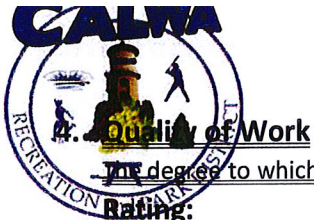
**Comments:**

3. **Productivity:**

The level of output attained by the employee as compared to the standard established for the assigned tasks.

**Rating:**

**Comments:**



# Calwa Recreation and Park District Employee Evaluation Form

The degree to which the employee produces work that is accurate, comprehensive and effectively communicated.

Rating:

Comments:

## 5. Timeliness:

The extent to which the employer completes assigned tasks within the allotted time.

Rating:

Comments:

## 6. Judgment

The extent to which the employee utilizes job knowledge and sound reasoning to analyze situations, resolve problems and reach decisions.

Rating:

Comments:

## 7. Initiative

The extent to which the employee is self-motivated, takes appropriate action on work related issues without being prompted

Rating:

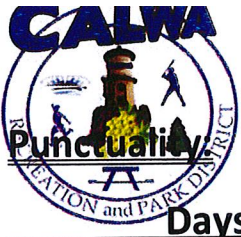
Comments:

## 8. Communication

The extent to which the employee communicates effectively and accurately with peers, supervisors and other business contacts. Consider written and verbal communications

Rating:

Comments:



Calwa Recreation and Park District Employee Evaluation Form

Days Late:

Attendance:

Days Absent:

Accomplishments:

Overall Performance:

Rating:

Signatures:

date:

date:

Employees signature is only an acknowledgment that the evaluation has been completed, examined or discussed.



Name	Date Hired	Amount of Pay
Daniel Turrabiatez	10/30/2014	\$15.75
Erica Linares	07/06/2017	\$15.75
Gunner Santos	06/04/2019	\$13.00
Loy Gonzales	01/08/2020	\$13.00
Joseph Jimenez	02/05/2020	\$13.00

Currently as of January 2020 minimum wage is \$13.00. The California legislature passed a law that will increase the California minimum wage by \$1 per year from 2018 to 2022. January 2021 it will be \$14. January 2022 it will be \$15



**Calwa Recreation and Park District  
Job Description**

**JOB TITLE:           ADMINISTRATIVE ASSISTANT**

**BASIC FUNCTION:**

Under the general supervision of the District Administrator, performs a variety of responsible and complex clerical, secretarial, and administrative duties of the District. This classification requires employees to have administrative and clerical skills, financial record-keeping skills, work independently within a supervised framework of established and standardized policies and procedures and perform the full range of administrative, accounting and clerical duties.

**EXAMPLES OF DUTIES AND KEY RESPONSIBILITIES:**

- Performs detailed administrative and record-keeping work
- Maintains a variety of files and records of information
- Provides administrative support to District employees
- Assists the public at the counter and answers telephone inquiries
- Responds to a variety of inquiries and provides information
- Receives and processes payments and accounts receivable
- Makes appointments and arranges meetings
- Gathers, organizes and prepares information for monthly agenda
- Maintains records and submits for deposit cash received
- Performs a variety of general clerical duties including typing, filing and ordering supplies
- Assists with various Recreation program administrative tasks
- Assists in the preparation of District payroll
- Coordinates District special projects as assigned
- Enters information on computer terminals and accounting system
- Researches minor problem accounts and works with customers to resolve issues
- Responsible for the efficient operation of the district's clerical office
- Performs related duties as required

**QUALIFICATIONS/REQUIREMENTS:**

**Knowledge, Skills and Abilities:**

- Administrative and clerical techniques, practices and procedures
- Modern office methods, procedures, equipment, and business letter writing
- Accounting and financial recordkeeping techniques, practices and procedures
- Basic Mathematics and research methods
- Clerical accounting methods, forms, and techniques
- Customer account reconciliation and research methods
- Operate computer utilizing a variety of software including word processing and spreadsheet applications
- Follow oral and written directions
- Operate regular office equipment including calculator, typewriter, copy machines
- Type at a rate of speed sufficient to meet the requirements of the position.

- Develop and maintain effective working relationships with the public, elected officials, co-workers, and other District employees
- Work independently exercising effective judgment and decision making skills
- Understand and interpret applicable ordinances, regulations, procedures and District policies
- Provide effective customer service in a tactful and courteous manner
- Communicate effectively in written and oral form
- Perform various financial and statistical recordkeeping duties

### **PHYSICAL DEMANDS/WORK ENVIRONMENT**

- Frequently sit, often for extended periods of time;
- Occasionally stand, walk, climb or balance, stoop, kneel, crouch, or crawl;
- Use hands to handle or operate tools, or controls, with dexterity and fine motor skills;
- Reach with hands and arms, frequently at levels above the shoulders and below the waist/knees;
- Occasionally lift and/or move more than 25 pounds;
- Talk and/or hear – face-to-face and on the telephone;
- Vision abilities include close, distance and peripheral vision, depth perception, and the ability to adjust focus.
- Occasionally work in outside weather conditions;
- The noise level is usually quiet to moderately noisy.

### **Experience and Education:**

Any combination equivalent to experience and education that could likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

- Three (3) years of increasingly responsible administrative, clerical and/or accounting experience.
- College-level administrative, business and/or recordkeeping courses; minimum: graduation from high school or GED

### **Special Requirements:**

- Possession of or ability to obtain a valid California driver's license by time of appointment

**Calwa Recreation and Park District  
Job Description**

**JOB TITLE:            ACCOUNTING/OFFICE MANAGER**

**BASIC FUNCTION:**

Under general supervision of the District Administrator, performs accounting, clerical and record-keeping activities relating to finance/accounting, and other assigned areas. This classification requires employees to have financial record-keeping skills, work independently within a supervised framework of established and standardized policies and procedures and perform a full range of accounting and clerical duties.

**EXAMPLES OF DUTIES AND KEY RESPONSIBILITIES:**

- Assists the public at the counter and answers telephone inquiries
- Performs detailed accounting and record-keeping work
- Responds to a variety of inquiries and provides information
- Maintains records and account information
- Posts customer payments to proper account
- Verifies accuracy of payments, including researching minor discrepancies and processes payments for check writing
- Researches minor problem accounts and works with customers to ensure payments on a timely basis
- Balances receipt transactions and prepare deposits
- Receives and processes payments and accounts receivable
- Assists with payroll and accounts payable processes as needed
- Maintains and reconciles a variety of records and reports
- Examines and corrects accounting transactions to ensure accuracy
- Performs a variety of general clerical duties including typing, maintaining files and records, and ordering supplies
- Inputs and reviews statistical reports
- Enters information on computer terminals and utilizes the District's accounting system
- Performs related duties as required

**QUALIFICATIONS/REQUIREMENTS:**

**Knowledge, Skills and Abilities:**

- Accounting and financial recordkeeping techniques, practices and procedures
- Basic mathematics
- Statistical report preparation
- Research methods
- Clerical accounting methods, forms, and techniques
- Customer account reconciliation and research methods
- Operate computer utilizing a variety of software including word processing and spreadsheet application
- Follow oral and written directions

- Operate standard office equipment including calculator, typewriter, copy machines, etc.
- Develop and maintain effective working relationships with public, elected officials, co-workers, and other District employees
- Work independently exercising effective judgment and decision-making skills
- Understand and interpret applicable ordinances, regulations, procedures, laws, and District policies
- Provide effective customer service in a tactful and courteous manner
- Communicate effectively in written and oral form
- Perform various financial and statistical recordkeeping duties

**Experience and Education:**

Any combination equivalent to experience and education that could likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

- Three (3) years of increasingly responsible accounting and clerical experience
- College level accounting and/or recordkeeping courses; minimum: graduation from high school or GED
- Desirable: Accounting and/or finance experience

**Special Requirements:**

- Possession of or ability to obtain a valid California driver's license by time of appointment

**Physical Standards:**

Positions in this class are typically situated in a standard office environment resulting in little exposure to the weather and requiring no unusual physical abilities.

**Calwa Recreation and Park District  
Job Description**

**JOB TITLE:           PROGRAM COORDINATOR**

**BASIC FUNCTION:**

Under the direction of the District Administrator, develops, plans, organizes, coordinates, and supervises community and recreation programs for a wide range of activities for adults, elementary, junior and high school age boys, and girls. This position may provide technical staff assistance in the field of community and recreation programming and may be required to work nights, weekends, and certain holidays. This classification requires employees to work independently within a supervised framework of established and standardized policies and procedures and may at the time; work other duties for the District Administrator.

**EXAMPLES OF DUTIES AND KEY RESPONSIBILITIES:**

- Develop, plan, organize, implement, and evaluate a variety of community services and recreation programs, including special events and contract services.
- Establish schedules and methods for providing recreation services; identify resource needs; review needs with appropriate management staff; allocate resources accordingly.
- Participate in the development of goals and objectives as well as policies and procedures; participate in the implementation of approved policies and procedures; monitor work activities to ensure compliance with established policies and procedures.
- Prepare community events and recreation publicity; coordinate referral systems and the publication of seasonal brochures; coordinate the dissemination of recreation and community service publicity.
- Identify community needs and recommend appropriate programs related to the findings.
- Prepare periodic reports; maintain files and records.
- Conduct and supervise special events; develop contracts and hire contracted instructors.
- Maintain and design an online recreation registration program; process reservation requests for Calwa Park and other District-owned facilities.
- Serve as staff liaison on various City recreation or community-related committees and subcommittees as assigned by the District Administrator.
- Prepare purchase requisitions; order supplies and materials.
- Participate in the selection of part-time recreation staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.
- Participate in the preparation and administration of the recreation program budget; submit budget recommendations; monitor expenditures.
- Respond to complaints and requests for information.
- Coordinate community services activity programs with other organizations, outside agencies, and service providers.
- Coordinate the reservation of other facilities which we can take advantage of using.
- Meet with public groups, clubs, organizations, and agencies to explain and promote community services, activities, and programs to encourage community participation.
- Assists the public at the counter and answers telephone inquiries.

- Performs related duties as required.

## **QUALIFICATIONS/REQUIREMENTS:**

### **Knowledge, Skills and Abilities:**

- Methods, techniques, principles, and procedures used in the planning, development, and administration of community service programs.
- Common recreational and social needs of various age groups, Principles of supervision, training, and performance evaluation.
- Principles and procedures for implementing and directing a wide variety of community services activities.
- Principles and practices of budget development.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Develop and administer a community services and recreation programs suited to the needs of the community.
- Plan, organize, coordinate, and direct the development and implementation of community services program.
- Analyze, interpret, and explain section policies and procedures.
- Supervise, train, and evaluate seasonal employees and volunteers.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

### **PHYSICAL DEMANDS/WORK ENVIRONMENT**

- Frequently sit, often for extended periods of time;
- Occasionally stand, walk, climb or balance, stoop, kneel; crouch, or crawl;
- Use hands to handle or operate tools, or controls, with dexterity and fine motor skills;
- Reach with hands and arms, frequently at levels above the shoulders and below the waist/knees;
- Occasionally lift and/or move more than 25 pounds;
- Talk and/or hear – face-to-face and on the telephone;
- Vision abilities include close, distance and peripheral vision, depth perception, and the ability to adjust focus.
- Occasionally work in outside weather conditions;
- The noise level is usually quiet to moderately noisy.

### **Experience and Education:**

Any combination equivalent to experience and education that could likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

- Five years of increasingly responsible community service or recreational program administration experience or
- Two years of experience and working on a bachelor's degree in Recreation Administration.



**Special Requirements:**

- Possession of or ability to obtain a valid California driver's license by time of appointment.
- Possession of, or ability to obtain, an appropriate, valid C.P.R. Certificate.
- Job-related physical must be completed and submitted prior to commencement of work.

**Calwa Recreation and Park District  
Job Description**

**JOB TITLE:                  MAINTENANCE SUPERVISOR**

**BASIC FUNCTION:**

Under general supervision, performs a wide variety of semi-skilled and skilled duties in maintenance, repairs, improvements of Calwa Park and Calwa Park facilities, and performs related work as required

This is the supervision level class in the Parks Maintenance Worker series for positions in the Park District. Positions allocated to this class are distinguished by the assignment of duties which require incumbents to have a full range of maintenance experience enabling them to perform independently or with minimal supervision, and to perform the more difficult tasks which require greater skills

**EXAMPLES OF DUTIES AND KEY RESPONSIBILITIES:**

- Supervise 4 to 6 part-time employees
- Schedule employees work week
- Drives, loads and unloads cars or trucks
- Paints parking stalls
- Installs and replaces signs
- Maintains and repairs equipment
- Builds sidewalks
- Mows, edges, trims and waters lawns
- Trims shrubs
- Cultivates and fertilizes lawns and plants
- Sprays weeds
- Trims park trees from ground and ladder using power and hand saws
- Cleans and cares for equipment

**QUALIFICATIONS/REQUIREMENTS:**

**Knowledge, Skills and Abilities:**

- Knowledge of most of the tasks and methods of park maintenance
- Ability to supervise employees
- Ability to schedule employees work schedule
- Ability to lift and carry heavy articles - 50 lbs
- Ability and skill in operation of machinery and equipment used
- Ability and willingness to follow oral and written instruct

**Experience and Education:**

At least high school; preferably at least two years of work experience in maintenance, construction, farm or similar work which required operation of machinery or equipment similar to work of this position

Qualifying experience may be substituted for education on a year to year basis or completion of sufficient education to assure the ability to read and write English at a level required for successful job performance

**Special Requirements:**

- Possession of or ability to obtain a valid California driver's license by time of appointment

**Physical Standards:**

Positions in this class are typically assigned to an outdoor environment resulting in exposure to the weather and requiring the ability to perform heavy labor in a variety of conditions

**Calwa Recreation and Park District  
Job Description**

**JOB TITLE: MAINTENANCE EMPLOYEE**

**BASIC FUNCTION:**

Under the supervision of the Maintenance Supervisor, performs a variety of unskilled, semi-skilled, and occasionally skilled tasks in maintenance, repair, and improvement of Calwa Park and park facilities: performs routine maintenance work associated with parks ( mowing, edging, pruning, etc... ) and facilities ( sweep, mop, clean restrooms, etc...); does other tasks as directed from the Maint. Supervisor.

**EXAMPLES OF DUTIES AND KEY RESPONSIBILITIES:**

- May assists in building forms for curbs, sidewalks, and related construction.
- May assist in pouring and finishing concrete.
- May assist in repairing gopher holes, and potholes in the parking lot.
- May paint parking lot stripes
- May repair and erect signs and lights.
- May paint facilities such as restrooms, halls, etc...
- May operate equipment such as tractor, fork-lift, mowers, and jackhammer, etc...
- Performs related duties as required.

**QUALIFICATIONS/REQUIREMENTS:**

**Knowledge, Skills and Abilities:**

- Knowledge of using and handling in a safe manner, tools and equipment used in general construction and maintenance work.
- Ability to learn to perform a variety of semiskilled and unskilled tasks in the maintenance of parks, and other facilities (hall).
- Ability to use hand and power tools required in general maintenance.
- Perform heavy manual labor.
- Understand and carry out oral and written instructions.
- Ability to maintain an effective working relationship with those contacted in the course of work.
- Develop and maintain effective working relationships with the public, elected officials, co-workers, and other District employees
- Work independently exercising effective judgment and decision making skills

**WORK ENVIRONMENT**

- The employee frequently works on or near heavy machinery, power tools/equipment, and moving mechanical parts;
- Frequently must sit, stand, balance, climb, bend, stoop, crouch, crawl, and walk;
- Frequently must reach, grasp, and manipulate with rough and fine motor skills and coordination;
- Frequently must reach and grasp at levels above the shoulder and below the waist/knees;
- Must be able to talk and hear, occasionally in noisy conditions;

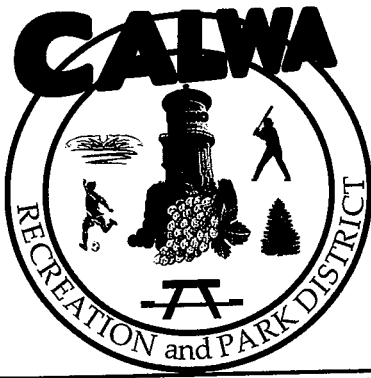
- Frequently must lift and/or move items more than 25 pounds, and items more than 100 pounds with some regularity;
- Vision abilities include close, distance and peripheral vision, depth perceptions, and the ability to adjust focus.
- Must be able to move quickly and with appropriate balance and dexterity to avoid hazards;
- Occasionally works in high, precarious places;
- The employee frequently works in outside weather conditions.
- Is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals,
- Extreme cold, extreme heat, and vibration.
- The noise level in the work environment is usually moderate, with occasional high noise levels.
- The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

**Experience and Education:**

- Graduation from high school or attainment of G.E.D.
- Qualifying experience may be substituted for education on a year to year basis or completion of sufficient education to assure the ability to read and write English at a level required for successful job performance.

**Special Requirements:**

- Possession of or ability to obtain a valid California driver's license by time of appointment.
- Completion of job-related physical upon offer of employment.



# Calwa Recreation and Park District

OFFICE OF DISTRICT ADMINISTRATOR  
PHONE (559) 264-6867 □ CELL (559) 476-9309

4545 E. CHURCH AVENUE  
FRESNO, CALIFORNIA 93725

## RECYCLE CENTER USE AND RENTAL CONTRACT FOR THE YEAR 2017-2018

We, the undersigned, representing "Calwa Recycle/Clinton Wyatt, Maria Para Perez", acknowledge and agree to the following:

1. That the Owner will pay a monthly rental fee of \$500.00 (\$500.00 upon signing this contract and \$500.00 each month no later than the 20th day of each month (arrangements may be with District Administrator in cases of constant severe weather that prohibit opening; this is at the discretion of District Administrator) for the Rental of the Recycle Center for the period of October 2017-October 31, 2018
2. That the Renter will have the right to remain open 365 days a year even during special events and rentals.
3. That the Renter is allowed to stay open during park hours 8 am-9 pm
4. That the Renter will let Calwa Recreation and Park District know of any changes that may affect the Park or Events at the Park.
5. That Calwa Recreation and Park District will be responsible for regular maintenance or repairs. Any damages caused by negligence or by the Renter, the renter will be responsible for such repairs.
6. That the Renter is not responsible for any damages caused by other park events not related to the above named.
7. That Calwa Recreation and Park District has the right to have other events and use the Park at any time and notice will be given to me at least 30 days in advance, if not 30 at least two weeks in advance.
8. That the Renter cannot make any permanent alterations to the recycle center without the written approval from the District Administrator.
9. That the Renter is aware of the park's policy of no alcoholic beverages allowed at the park, especially during games, and that the renter is responsible for informing all employees about this policy, I understand and agree to the terms and conditions listed and I also understand that these terms and conditions are subject to change at the Administrators discretion.

Signed:

DATE: 9-25-17

Maria Para Perez  
Representative of Calwa Park Recycle

Maria del Carmen Parra

Clinton Wyatt  
Owner Proprietor of Calwa Recycle

[Signature]

Felix Ortiz  
District Administrator/Calwa  
Recreation and Park District

Felix Ortiz

# RENTAL AGREEMENT

## Calwa Recreation and Park District

### Tenant Blanca Parra dba El Dorado Taqueria

This Agreement is made this date, April 10, 2019 between Calwa Recreation & Park District (**Landlord**) and Blanca Parra, an individual doing business as El Dorado Taqueria. (**Tenant**)

1. **Premises:**

The Premises will consist of a snack bar building located north of the parking lot located within the Calwa Recreation & Park District property situated at 4545 E. Church Avenue, Fresno, CA 93725. The Premises together with all other buildings and parking area for the Calwa Recreation and Park District is owned by Landlord.

2. **Term:**

The term of this Agreement shall be for a term of one (1) calendar year commencing January 1, 2018, (Commencement Date) and continuing thereafter until terminated. In the event the Commencement Date is a day other than the first day of the calendar month, rent will be pro-rated on the number of calendar days in that month. Tenant shall have the right to open 365 days a year excluding the three (3) days of Thanksgiving, Christmas, and New Year.

Upon the Termination Date of this Agreement, Tenant shall surrender the Premises in the same condition as when the Premises were first utilized by the Tenant. Any repairs to any damage to the property while in the possession of Tenant, will be paid by the Tenant to Landlord.

3. **Rent:**

- a. Rent shall be due and payable on or before the first day of each calendar month. Payment will be paid in lawful money of the United States of America forwarded to the Landlord at the address specified in this agreement. Rent for the first month commencing on April 10, 2019 will be prorated. Rent shall be \$500 per month.
- b. The District Administrator and Tenant will contact PG&E immediately to have the power and gas connecting to the snack bar be in in Tenant's name.

A payment received after the tenth (10<sup>th</sup>) day of each month shall be subject to a late charge of ten percent (10%) in addition to the amount due. Returned or dishonored payments shall be subject to a twenty-five (\$25.00) penalty charge and Tenant shall thereafter be required to make all future rent payments in the form of a money order or cashier check.

An additional \$40 will be charged for any event in which Tenant's Taco Truck is used and Tenant will be responsible for any damages by the Taco Truck in its presence on the Calwa

Recreation and Park District property. Taco Truck will not be allowed to park on cement slab by North entrance.

4. **Permitted and Prohibited Uses:**

a. Permitted Uses: Tenant shall use the Premises solely as a Concession Stand for food and beverages.

b. Prohibited Uses:

(1) Tenant shall not do or permit anything to be done on or about Premises which will materially obstruct or interfere with the rights of visitors or staff of the Calwa Recreation & Park District.

(2) Tenant agrees not to allow the Premises to be used for any unlawful or objectionable purpose nor shall Tenant cause, maintain or permit any nuisance in or about the Premises.

(3) Tenant shall not sell alcoholic beverages, tobacco, cigarettes, e-cigarettes, marijuana or illegal substances.

5. **Ordinances and Statutes:**

Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises, occasioned by or affecting the use thereof by Tenant.

Tenant will comply with all Fresno Health department requirements in the storage, cleanliness and preparation of their food and will not premises for any other purpose except for the preparation and sale of food and beverages.

6. **Assignment and Subletting:**

Tenant shall not assign this Agreement or sublet the Premises without prior written consent of the Landlord which may be withheld at Landlord's sole and absolute discretion. Any such assignment of subletting without written consent from Landlord shall be void and at the option of the Landlord may terminate this Agreement.

7. **Indemnification:**

Tenant shall indemnify and hold Landlord harmless from and against all claims arising from Tenant's use of the Premises in its business activity or work permitted or suffered by Tenant in or about the Premises and shall further hold Landlord harmless from and against any and all claims arising from a breach or default in the performance or obligation on Tenant's part to be performed under the terms of this Agreement arising from any act or negligence of the Tenant or any of its agents, employees, guests, or invitees and from any against all cost, attorney fee expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon.



Landlord agrees to indemnify, defend, protect and hold Tenant free and harmless from and against any liability, claims or damages arising from or in connection with any negligence or willful acts of misconduct by Landlord or by any person who is an agent or employee of Landlord acting in the course of its agency or employment.

8. **Insurance:**

At all times during the term of this Agreement at Tenant's sole cost and expense, Tenant shall obtain and maintain full force and effect public liability insurance with a single limit for personal injury of including bodily injury and property damage of One Million Dollars (\$1,000,000) with an insurance company licensed to do business in the State of California. Such insurance shall name Landlord as additional insured. Tenant shall provide Landlord with a duplicate certificate of insurance effective on the Commencement Date and annually thereafter.

Tenant shall also maintain special property insurance on all equipment in the snack bar during the term of this Agreement.

9. **Termination of Agreement:** 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 notice as required by law for termination of lease for failure of Tenant to pay the Rent due under this Agreement or for failure to perform any of the terms and conditions of this Agreement.

10. **Attorney Fees:**

In case suit should be brought for recovery of the Premises or for any sum due hereunder or because of any act which may arise out of the possession of the Premises by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney fee.

11. **Waiver:**

No failure of Landlord to enforce any term hereof shall be deemed to be a waiver and one or more waiver of any term of condition of this Agreement by either party shall not be considered by the other party as a waiver of subsequent breach of the same or any other term or condition of this Agreement.

12. **Legal Notice:**

Any notice as may be required from one party to the other shall be deemed to be delivered forty-eight hours from the date of delivery which must be delivered in person or by certified

or registered mail, return receipt requested or by certified tracking mail service which provides receipt or delivery to the addresses as stated herein.

13. **California Law:**

The laws of the State of California shall govern the validity, performance and enforcement of this Agreement.

14. **Heirs, Assigns Successors:**

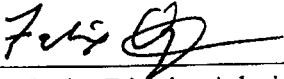
This Agreement is binding upon and inures to the benefit of the heirs, assigns and successors in Landlord's interest to the parities

15. **Entire Agreement:**

The foregoing constitutes the entire agreement between the parties and may be modified only by writing signed by both parties.

\*\*\*\*\*

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

  
\_\_\_\_\_  
Felix Ortiz, District Administrator  
Calwa Recreation and Park District

  
\_\_\_\_\_  
Blanca Parra, Tenant

Date: April 10, 2019

Date: April 10, 2019

**CALWA RECREATION & PARK DISTRICT  
COMMUNITY CENTER HALL LICENSE 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 Steve Rivas, hereinafter referred to as "Licensee."

**DISTRICT AND LICENSEE AGREE AS FOLLOWS:**

1. **Term:** This Agreement shall commence on November 1, 2017, and continue on a month-to-month basis until such time as either party gives notice of termination or unless terminated earlier as provided in this Agreement.
2. **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 Licensee's failure to perform any of the terms and conditions of this Agreement.
3. **Premises:** District, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, grants to Licensee a license to use the Community Center Side Hall Room, hereinafter referred to as "Hall," and on the Park Grounds designated by the District Administrator solely to conduct Boxing classes
  - a. Licensee agrees to accept the Hall and Park Grounds in "as-is" condition "with all faults."
  - b. District agrees to provide adequate lighting in the Hall and both restrooms, and one working electrical outlet for use by Licensee in the Hall.
4. **Licensee's Requirements:** Licensee shall:
  - a. Use the Premises to organize a Boxing Club only. Any other use must be permitted in writing by the District Administrator.
  - b. Conduct Classes in the Hall. Licensee must ensure that participants are restricted to the areas of the Hall where the classes are held.
  - c. Conduct classes on Park grounds as designated by the District Administrator.
  - d. 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 students. Licensee agrees to provide Internet service connections and equipment required for classes, including stereo protective gear and boxing ring. Licensee further agrees that District shall not at any time be liable for damage to property in or upon the facility, even when left outside dates and times of permitted use.

- e. The maximum number of class participants for classes held in the Community Center Hall shall be 30.
- f. Ensure that each student has completed and signed a "waiver of liability" form in the form attached hereto. The original of said form shall be returned to District immediately after student signs it. If student is a minor, the student's parent or guardian shall sign the waiver of liability. Licensee shall not allow any student not having a signed waiver to participate in the class.
- g. Keep accurate enrollment records, including the student's 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.
- h. Licensee will be responsible for the operations of his/her classes. Licensee must ensure that minors under twelve not be present during classes since the Park Rules require adult supervision.
- i. Licensee shall use the Hall 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 use will be done in such a manner so as not to interfere with or impose any additional expense upon District in maintaining the building.
- j. Licensee shall conduct self appropriately and respectfully with the public.
- k. Licensee shall communicate with the District Administrator or District Administrator's designee regarding any problems or conflicts.

**5. 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. Licensee shall also comply with Calwa Ordinance, Establishing Park Use Rules and Regulations. A copy is attached.

**6. State Law Requirements for Fingerprinting:** Compliance with Public Resource Code, Section 5164:

In the event and to the extent the Licensee and/or his/her employees shall have supervisory or disciplinary authority over any minor under 18, fingerprinting is required as part of the services to be performed hereunder, the Licensee is required to ensure as follows:

- a. Compliance with Public Resources Code, Section 5164, namely, undergo a criminal background check before conducting any classes on District premises.

- b. Evidence of compliance shall be presented to District before this Agreement is signed by the District, for the instructor and all current employees. Additionally, evidence of compliance under the subparagraph shall be presented to District during the Agreement Term for each new employee of the Licensee before said new employee commences performing under this Agreement.
- c. "Evidence of Compliance" under the terms of this paragraph means that the result of the criminal background search method listed below reveals no convictions for the offenses listed in the Public Resources Code, Section 5164. The Licensee shall present to the District each person to be checked, who shall submit to fingerprinting pursuant to Section 11105.3 of the Penal Code. Based upon said information, the District shall conduct a criminal background investigation of the Licensee or any of his/her employees performing hereunder. The Licensee shall pay to the District all costs the District incurs in performing said background investigation. Said payment shall be tendered to the District prior to the instructor or any of his/her employees commencing performance hereunder.
- d. Failure of the instructor to comply with provisions of this paragraph shall be grounds for termination of this Agreement by the District.

**7. Dates and Times of Permitted Use:** Access to Hall will commence at 6:30 p.m. and will end at 8:45 p.m. Monday through Friday.

- a. No access will be granted on holidays when District is closed and in December for Hmong New Year event.
- b. Failure to vacate the premises after each class time constitutes a violation of this contract.
- c. From time to time, the District will need to conduct its regular Board meeting in the Hall once a month. For special meetings, at least 24 hours' notice will be given and the License Fee will be reduced by \$9.00 per special meeting. Such credit will be given the following month.

**8. License Fee:** Licensee shall pay to District as a license fee for the use of the Hall, the sum of \$300.00 per month, due on or before the fifth (5<sup>th</sup>) of every month. The Board may increase the fee after the first year. Failure to pay fee by the last day of the month shall constitute a breach and may result in the termination of this Agreement if so deemed by the District Board of Directors.

**9. Independent Contractor:** Licensee enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Licensee agrees that he/she is not and will not become employees, partners, agents or principals of District while this Agreement is in effect. Licensee is responsible for providing, at his/her own expense, disability, unemployment, and other insurance, workers'

compensation, training, permits and licenses for themselves and for their employees and subcontractors.

10. **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, judgments, 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 him/her 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.

11. **Restoration:** If any damage occurs to the Hall, 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.

12. **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 Hall to any party. Class instructors may be substituted at Licensee's discretion for a period of up to two weeks by notifying the District Administrator in advance. All legal obligations and responsibilities assigned to Licensee in this Agreement are hence transferred to the substitute for the agreed period of time but may not exceed two weeks.

13. **Notices:** Any notices required to be given under this agreement by either party to the other may be affected by personal delivery in writing. Mailed notices must be

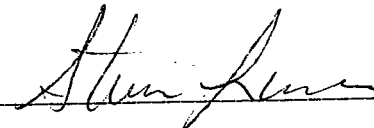
addressed to the parties at the addresses appearing with the signatures of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of mailing.

- 14. Attorney's 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.
- 15. Venue:** Any lawsuit arising from this Agreement shall be filed in Fresno County, California.
- 16. 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.



**Felix Ortiz, District Administrator**  
Calwa Recreation & Park District



**Steve Rivas**  
1071 W. Shaw Ave.  
Fresno, Ca. 93711

Date: 10-23-2017 Date: 10-23-2017

**CALWA RECREATION & PARK DISTRICT  
COMMUNITY CENTER HALL LICENSE AGREEMENT  
Amendment #1 Date: September 1, 2018**

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 Steve Rivas, hereinafter referred to as "Licensee."

**DISTRICT AND LICENSEE AGREE AS FOLLOWS:**

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3. **Premises:** District, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, grants to Licensee a license to use the Community Center Side Hall Room, hereinafter referred to as "Hall," and on the Park Grounds designated by the District Administrator solely to conduct Boxing classes
  - a. Licensee agrees to accept the Hall and Park Grounds in "as-is" condition "with all faults."
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  - d. 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 students. Licensee agrees to provide Internet service connections and equipment required for classes, including stereo protective gear and boxing ring. Licensee further agrees that District shall not at any time be liable for damage to property in or upon the facility, even when left outside dates and times of permitted use.

- e. The maximum number of class participants for classes held in the Community Center Hall shall be 30.
  - f. Ensure that each student has completed and signed a "waiver of liability" form in the form attached hereto. The original of said form shall be returned to District immediately after student signs it. If student is a minor, the student's parent or guardian shall sign the waiver of liability. Licensee shall not allow any student not having a signed waiver to participate in the class.
  - g. Keep accurate enrollment records, including the student's 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.
  - h. Licensee will be responsible for the operations of his/her classes. Licensee must ensure that minors under twelve not be present during classes since the Park Rules require adult supervision.
  - i. Licensee shall use the Hall 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 use will be done in such a manner so as not to interfere with or impose any additional expense upon District in maintaining the building.
  - j. Licensee shall conduct self appropriately and respectfully with the public.
  - k. Licensee shall communicate with the District Administrator or District Administrator's designee regarding any problems or conflicts.
- 5. 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. Licensee shall also comply with Calwa Ordinance, Establishing Park Use Rules and Regulations. A copy is attached.

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In the event and to the extent the Licensee and/or his/her employees shall have supervisory or disciplinary authority over any minor under 18, fingerprinting is required as part of the services to be performed hereunder, the Licensee is required to ensure as follows:

- a. Compliance with Public Resources Code, Section 5164, namely, undergo a criminal background check before conducting any classes on District premises.

- b. Evidence of compliance shall be presented to District before this Agreement is signed by the District, for the instructor and all current employees. Additionally, evidence of compliance under the subparagraph shall be presented to District during the Agreement Term for each new employee of the Licensee before said new employee commences performing under this Agreement.
- c. "Evidence of Compliance" under the terms of this paragraph means that the result of the criminal background search method listed below reveals no convictions for the offenses listed in the Public Resources Code, Section 5164. The Licensee shall present to the District each person to be checked, who shall submit to fingerprinting pursuant to Section 11105.3 of the Penal Code. Based upon said information, the District shall conduct a criminal background investigation of the Licensee or any of his/her employees performing hereunder. The Licensee shall pay to the District all costs the District incurs in performing said background investigation. Said payment shall be tendered to the District prior to the instructor or any of his/her employees commencing performance hereunder.
- d. Failure of the instructor to comply with provisions of this paragraph shall be grounds for termination of this Agreement by the District.

**7. Dates and Times of Permitted Use:** Access to Hall will commence at 6:30 p.m. and will end at 8:45 p.m. Monday, Wednesday, Thursday, Friday and from **11:00 am to 4:00 pm on Saturday**.

- a. No access will be granted on holidays when District is closed and in December for Hmong New Year event.
- b. Failure to vacate the premises after each class time constitutes a violation of this contract.
- c. From time to time, the District will need to conduct its regular Board meeting in the Hall once a month. For special meetings, at least 24 hours' notice will be given and the License Fee will be reduced by \$9.00 per special meeting. Such credit will be given the following month.

**8. License Fee:** Licensee shall pay to District as a license fee for the use of the Hall, the sum of **\$500.00 per month**, due on or before the fifth (5<sup>th</sup>) of every month. The Board may increase the fee after the first year. Failure to pay fee by the last day of the month shall constitute a breach and may result in the termination of this Agreement if so deemed by the District Board of Directors.

**9. Independent Contractor:** Licensee enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Licensee agrees that he/she is not and will not become employees, partners, agents or principals of District while this Agreement is in effect. Licensee is responsible for providing, at his/her own expense, disability, unemployment, and other insurance, workers'

compensation, training, permits and licenses for themselves and for their employees and subcontractors.

10. **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 him/her 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.

11. **Restoration:** If any damage occurs to the Hall, 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.

12. **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 Hall to any party. Class instructors may be substituted at Licensee's discretion for a period of up to two weeks by notifying the District Administrator in advance. All legal obligations and responsibilities assigned to Licensee in this Agreement are hence transferred to the substitute for the agreed period of time but may not exceed two weeks.

13. **Notices:** Any notices required to be given under this agreement by either party to the other may be affected by personal delivery in writing. Mailed notices must be

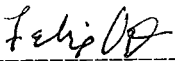
addressed to the parties at the addresses appearing with the signatures of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of mailing.

**14. Attorney's 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.

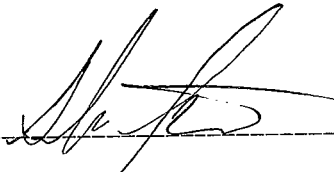
**15. Venue:** Any lawsuit arising from this Agreement shall be filed in Fresno County, California.

**16. 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.



-----  
**Felix Ortiz, District Administrator**  
Calwa Recreation & Park District



-----  
**Steve Rivas**  
1071 W. Shaw Ave.  
Fresno, Ca. 93711

Date: 8/29/2018

Date: 8/28/18

**CALWA RECREATION & PARK DISTRICT  
COMMUNITY CENTER HALL LICENSE 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 exercise class instructors Laura Rea hereinafter referred to as "Licensee."

**DISTRICT AND LICENSEE AGREE AS FOLLOWS:**

1. **Term:** This Agreement shall commence on October 15, 2017, and continue on a month-to-month basis until such time as either party gives notice of termination with a 30-day notice, or unless terminated earlier as provided in this Agreement.
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 Community Center Hall, hereinafter referred to as "Hall," solely to conduct exercise classes.
  - a. District agrees to keep the temperature inside Hall as low as 78 degrees Fahrenheit in the summer and as high as 68 degrees Fahrenheit in the winter. The temperature may fluctuate between those two extremes at any point during the year.
  - b. Licensee agree to accept the Hall in its "as-is" condition "with all faults."
  - c. District agrees to provide adequate lighting in the Hall and both restrooms, and one working electrical outlet for use by Licensee in the Hall.
3. **Licensee' Requirements:** Licensee shall:
  - a. Use the Premises to perform exercise classes ("Classes") only. Any other use must be permitted in writing by the District Administrator.
  - b. Conduct Classes in the Hall. Licensee must ensure that participants and their guests (including underage children) are restricted to the areas of the Hall where the classes are held.
  - c. 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 students. Licensee agree to provide Internet service connections and equipment required for classes, including stereo and speakers. Licensee further agree that District shall not at any time be liable for damage to property in or upon the facility, even when left outside dates and times of permitted use.
  - d. Keep accurate enrollment records, including the student's 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 on a monthly basis.
  - e. Licensee will be responsible for the operations of their Classes and District will have no right to direct, supervise or control the day to day operations or activities of the classes taught by Licensee.
  - f. Licensee shall use the Hall 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' 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 building.

4. **Dates and Times of Permitted Use:** Access to Hall will be for one (1) hour commencing at **9:00 AM** and ending at **10:00 AM**, Monday through Friday, starting on **October 16, 2017**.
  - a. No access will be granted from December 23<sup>rd</sup> through January 2<sup>nd</sup>.
  - b. Failure to vacate the premises outside of the permitted dates and times of use shall constitute a breach of this contract.
5. **License Fee:** Licensee shall make payments in the amount of \$100.00 to the District as a license fee for the use of the Hall, the amount will be due on or before the 20th of every month. Price was reduced due to Licensee and participants being residents of the Calwa Recreation and Park District.
6. **Independent Contractor:** Licensee enter into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Licensee agree that they are not and will not become employees, partners, agents or principals of District while this Agreement is in effect. Licensee are 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' 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:** Licenses 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 release District from 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 agree 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.

9. **Restoration:** If any damage occurs to the Hall, 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 Hall to any party. Class instructors may be substituted at Licensee's discretion for a period of up to two weeks by notifying the District Administrator in advance. All legal obligations and responsibilities assigned to Licensee in this Agreement are hence transferred to the substitute for the agreed period of time 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's 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.

*Felix Ortiz*

\_\_\_\_\_  
**Felix Ortiz, District Administrator**  
Calwa Recreation & Park District

Date: 10-18-17

*Laura Rea*

\_\_\_\_\_  
**Laura Rea, Licensee**  
2430 S. Hayston Avenue  
Fresno, CA 93725

Date: 10/18/17



**CALWA RECREATION & PARK DISTRICT  
COMMUNITY CENTER HALL LICENSE 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 exercise class instructors Johana Abundiz hereinafter referred to as "Licensee."

**DISTRICT AND LICENSEE AGREE AS FOLLOWS:**

1. **Term:** This Agreement shall commence on **February 5, 2018** and continue a month-to-month basis until either party gives notice of termination with a 30-day notice, or unless terminated earlier as provided in this Agreement.
  
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 Community Center Hall, hereinafter referred to as "Hall," solely to conduct exercise classes.
  - a. District agrees to keep the temperature inside Hall as low as 78 degrees Fahrenheit in the summer and as high as 68 degrees Fahrenheit in the winter. The temperature may fluctuate between those two extremes at any point during the year.
  - b. Licensee agree to accept the Hall in its "as-is" condition "with all faults."
  - c. District agrees to provide adequate lighting in the Hall and both restrooms, and one working electrical outlet for use by Licensee in the Hall.
  
3. **Licensee' Requirements:** Licensee shall:
  - a. Use the Premises to perform exercise classes ("Classes") only. Any other use must be permitted in writing by the District Administrator.
  - b. Conduct Classes in the Hall. Licensee must ensure that participants and their guests (including underage children) are restricted to the areas of the Hall where the classes are held.
  - c. 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 students. Licensee agree to provide Internet service connections and equipment required for classes, including stereo and speakers. Licensee further agree that District shall not at any time be liable for damage to property in or upon the facility, even when left outside dates and times of permitted use.
  - d. Keep accurate enrollment records, including the student's 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 on a monthly basis.
  - e. Licensee will be responsible for the operations of their Classes and District will have no right to direct, supervise or control the day to day operations or activities of the classes taught by Licensee.
  - f. Licensee shall use the Hall 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' 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 building.

4. **Dates and Times of Permitted Use:** Access to Hall will be for one (1) hour commencing at **10:00 AM** and ending at **11:00 AM**, Monday through Friday, starting on **February 5, 2018**.
  - a. No access will be granted from December 23<sup>rd</sup> through January 2<sup>nd</sup>.
  - b. Failure to vacate the premises outside of the permitted dates and times of use shall constitute a breach of this contract.
5. **License Fee:** Licensee shall make payments in the amount of \$100.00 to the District as a license fee for the use of the Hall, the amount will be due on or before the 10th of every month. Price was reduced due to Licensee and participants being residents of the Calwa Recreation and Park District.
6. **Independent Contractor:** Licensee enter into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Licensee agree that they are not and will not become employees, partners, agents or principals of District while this Agreement is in effect. Licensee are 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' 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:** Licenses 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 release District from 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 agree 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.

9. **Restoration:** If any damage occurs to the Hall, 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 Hall to any party. Class instructors may be substituted at Licensee' discretion for a period of up to two weeks by notifying the District Administrator in advance. All legal obligations and responsibilities assigned to Licensee in this Agreement are hence transferred to the substitute for the agreed period of time 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.

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

  
\_\_\_\_\_  
**Felix Ortiz, District Administrator**  
Calwa Recreation & Park District

Date: 1-31-18

  
\_\_\_\_\_  
**Johana Abundiz, Licensee**  
2430 S. Hayston Avenue  
Fresno, CA 93725

Date: 1-31-18

**CALWA RECREATION & PARK DISTRICT  
COMMUNITY CENTER HALL LICENSE 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 exercise class instructors Mari Cruz Gomez hereinafter referred to as "Licensee."

**DISTRICT AND LICENSEE AGREE AS FOLLOWS:**

1. **Term:** This Agreement shall commence on July 8, 2019 and continue a month-to-month basis until either party gives notice of termination with a 30-day notice, or unless terminated earlier as provided in this Agreement.
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 Community Center Hall, hereinafter referred to as "Hall," solely to conduct exercise classes.
  - a. District agrees to keep the temperature inside Hall as low as 78 degrees Fahrenheit in the summer and as high as 68 degrees Fahrenheit in the winter. The temperature may fluctuate between those two extremes at any point during the year.
  - b. Licensee agree to accept the Hall in its "as-is" condition "with all faults."
  - c. District agrees to provide adequate lighting in the Hall and both restrooms, and one working electrical outlet for use by Licensee in the Hall.
3. **Licensee' Requirements:** Licensee shall:
  - a. Use the Premises to perform exercise classes ("Classes") only. Any other use must be permitted in writing by the District Administrator.
  - b. Conduct Classes in the Hall. Licensee must ensure that participants and their guests (including underage children) are restricted to the areas of the Hall where the classes are held.
  - c. 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 students. Licensee agree to provide Internet service connections and equipment required for classes, including stereo and speakers. Licensee further agree that District shall not at any time be liable for damage to property in or upon the facility, even when left outside dates and times of permitted use.
  - d. Keep accurate enrollment records, including the student's 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 on a monthly basis.
  - e. Licensee will be responsible for the operations of their Classes and District will have no right to direct, supervise or control the day to day operations or activities of the classes taught by Licensee.
  - f. Licensee shall use the Hall 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' 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 building.

4. **Dates and Times of Permitted Use:** Access to Hall will be for one (1) hour commencing at 7:30 pm and ending at 8:30 pm, Monday through Friday, starting on July 8, 2019.
  - a. No access will be granted from December 23<sup>rd</sup> through January 2<sup>nd</sup>.
  - b. Failure to vacate the premises outside of the permitted dates and times of use shall constitute a breach of this contract.
5. **License Fee:** Licensee shall make payments in the amount of \$200.00 to the District as a license fee for the use of the Hall, the amount will be due on or before the 10th of every month.
6. **Independent Contractor:** Licensee enter into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Licensee agree that they are not and will not become employees, partners, agents or principals of District while this Agreement is in effect. Licensee are 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' 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:** Licenses 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 release District from 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 agree 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.
9. **Restoration:** If any damage occurs to the Hall, 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.

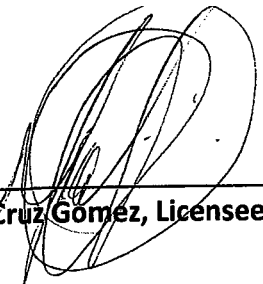
10. **Assignment and Sublicensing:** Licensee shall not assign any interest in this Agreement or otherwise transfer or sublicense the Hall or any part thereof the use of the Hall to any party. Class instructors may be substituted at Licensee's discretion for a period of up to two weeks by notifying the District Administrator in advance. All legal obligations and responsibilities assigned to Licensee in this Agreement are hence transferred to the substitute for the agreed period of time 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's 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.
16. IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno, California.



**Felix Ortiz, District Administrator**

Calwa Recreation & Park District  
4545 E. Church Ave. Fresno 93275  
559-264-6867

Date: 7/8/19



**Mari Cruz Gomez, Licensee**

Address: 1710 S. Teilman Ave

Phone # (951) 732-4017  
Fresno, Ca 93700

Date: 07/08/19

3. **Licensee' Requirements:** Licensee shall:
- a. Use the field to conduct games for the RYSL only. No subcontracting or leasing of Field is permissible.
  - b. Licensee must ensure that participants are restricted to the Field designated under this Agreement.
  - c. Provide, unless otherwise agreed upon by both parties, and be solely responsible for, all necessary equipment, records, and clean-up of Field to ensure effective safety of all players. Licensee agrees to provide equipment required for games, including field markings. Licensee further agrees that District shall not at any time be liable for damage for Licensee's equipment or property in or upon the Field, even when left outside on dates and times of permitted use.
  - d. Ensure that each player is added to the liability form and that the updated certificate be on file at the office. Licensee shall not allow any uninsured player to participate in a game.
  - e. Licensee will be responsible for the operations of his games and District will have no right to direct, supervise or control the day to day operations or activities of the games hosted by Licensee.
  - f. Licensee shall use the Field in a manner which shall not cause interference with the use or occupancy of the other field at Calwa Park or of the District Hall. Licensee use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon District in maintaining field.
  - g. Shall be present during game days. However, Licensee may authorize a representative of Licensee to be present. Such designation must be made in writing and filed with District and shall include name and contact information of the designee.
  - h. Licensee will have parents provide security while teams are playing as part of this Agreement.
4. **Dates and Times of Permitted Use:** Access to Field will commence at 8:00 AM and will end at 7:00 PM each starting on Saturday March 9, 2019.
- a. Failure to vacate the premises outside of the permitted dates and times of use will result in a warning. Failure to vacate a second time shall constitute a breach of this Agreement and a violation of District's Rules
  - b. District reserves the right to cancel any Saturday or Sunday or Both due to a park event with a minimum of 1-week written notice. License Fees will be reduced accordingly for and such cancellation.
5. **License Fees:** Licensee shall pay license fees to District fees for the use of the Field as follows:
- i. \$30.00 per game.
  - ii. Lights, if needed, \$20.00 an hour per field.



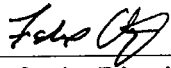
- a. Failure to pay license fees by the 15th of every month will result in a \$50 late charge, due before the last day of the month.
  - b. Failure to pay license fees by the last day of the month shall constitute a breach and may result in the termination of this Agreement.
6. **Independent Contractors:** Licensee enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Licensee agrees that he and any other persons with RYSL 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 his 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 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 Calwa Park, its buildings, or use thereof.
8. **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. 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.
  - b. District may prohibit entry to field by individuals or teams not insured. It is the responsibility of Licensee to ensure that all participants are insured.
9. **Restoration:** If any damage occurs to the field, 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 field or any part thereof the use of the field to any

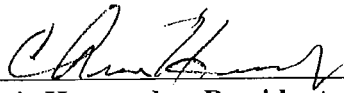
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno, California.

**CALWA RECREATION AND PARK DISTRICT**

  
\_\_\_\_\_  
**Felix Ortiz, District Administrator**  
Calwa Recreation & Park District

Date: 8-29-18

**ROOSEVELT YOUTH SOCCER LEAGUE**

  
\_\_\_\_\_  
**Chris Hernandez, President - Roosevelt Youth Soccer League**

Date: 8-29-18

**Richard Hernandez, Vice-President - Roosevelt Youth Soccer League**

Date: 8-29-18 