

**CALWA RECREATION & PARK DISTRICT
MEETING AGENDA**

www.calwarecreation.org

**REGULAR BOARD MEETING
NOTICE AND AGENDA**

July 18, 2023

4545 E. Church Ave, Fresno CA 93725

5:30 pm

BOARD CHAIRPERSON

Esmeralda Zamora, Chair

DISTRICT ADMINISTRATOR

Adam Ramos

BOARD VICE CHAIR

Raul Guerra Vice Chair

DISTRICT COUNSEL

Hilda Cantú Montoy

BOARD MEMBERS

Joseph Perez, Board Member

Laura Garcia, Board Member

Mary L. Rosales, Board Member

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

CALL TO ORDER AND ROLL CALL

A. INVOCATION AND FLAG SALUTE

B. APPROVAL OF AGENDA

C. PUBLIC COMMENTS

Members of the public who wish to address the Board on an item that is not on the agenda may do so now. Members of the public wishing to address the District on an agenda item may do so when the agenda item is called. In order to allow time for all comments, each individual is limited to three minutes, with a fifteen (15) minute maximum per group, per item, per meeting. When addressing the Board, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments. All speakers are requested to wait until recognized by the Board Chair.

D. CONSENT CALENDAR

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

1. SUBJECT: Minutes of the Regular Meeting held on June 20, 2023.

RECOMMENDATION: That the Board approve the minutes.

2. SUBJECT: Bank Account Information (all accounts)

RECOMMENDATION: That the Board accept the report.

E. UNFINISHED BUSINESS

1. SUBJECT: Swimming Pool Update

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

F. NEW BUSINESS

1. SUBJECT: Public Hearing to consider Approval of Resolution 2023-07: Resolution of the Board of Directors of Calwa Recreation and Park District Adopting the Final Budget for Fiscal Year 2023-2024.

RECOMMENDATION: That the Board conduct the public hearing, receive report, and approve Resolution 2023-07 Final Budget for FY 23-24 adoption.

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

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

3. SUBJECT: Park Rental Agreement for CBDIO's: La Guelaguetza Fresno 2023.

RECOMMENDATION: That the Board receive report, discuss, and approve Rental Agreement on CBDIO La Guelaguetza Fresno 2023.

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

RECOMMENDATION: That the Board receive report, discuss, and approve agreement with Southeast Youth Fresno Soccer League.

5. SUBJECT: Matters relating to District Administrator's Resignation.

RECOMMENDATIONS:

- A. That the Board discuss the transition and the recruitment process for new District Administrator
- B. That the Board appoint an Ad Hoc Committee to work on Transition Matters
- C. That the Board appoint an Ad Hoc Committee regarding Recruitment.
- D. That the Board consider retaining Mr. Adam Ramos as consultant to perform duties on a part-time basis and provide direction on hours, rate, scope of work.
- E. That the Board approve resolution regarding checks and banking as follows:
A Resolution Of The Board Of Directors of the Calwa Recreation and Park District Regarding Procedures For Checks, Warrants, or Other Orders for the Payment of Money; Authorizing Persons in Specified Positions to Act As District Signatories; Authorizing Specified Positions To Pick Up Validated Checks and Blank Checks Stock; and Directing Staff To Update All Necessary County and Bank Documents.

G. DISTRICT ADMINISTRATOR'S REPORT

1. SUBJECT: Informational report on all District information.

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

H. Director Communications/Agenda Items

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

NONE

I. CLOSED SESSION: NONE

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

K. ADJOURNMENT

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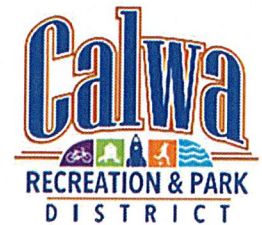
NEXT REGULAR MEETING: August 15, 2023.

Certification of Posting

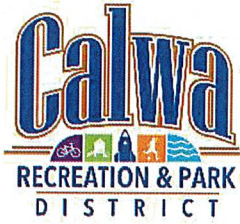
State of California

County of Fresno

Calwa Recreation and Park District



I declare under penalty of perjury that I am employed by the Calwa Recreation and Park District and that I posted this Agenda on the bulletin board in the Calwa Recreation District Office, on the front door window of the District Office, and on the website at www.calwarecreation.org on **July 14, 2023**.



For the Meeting of: 07/18/2023

Agenda Item No.: D-1

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Minutes of the Regular Meeting held on June 20, 2023.

RECOMMENDATION:

That the Board approve the minutes for date June 20, 2023.

SUMMARY:

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

REASON FOR RECOMMENDATION:

To have monthly agenda minutes certified.

FISCAL IMPACT:

There is no fiscal impact resulting from this report.

Attachments:

- Regular Meeting Minutes for June 20, 2023.

**REGULAR BOARD MEETING
NOTICE AND AGENDA**

June 20, 2023

4545 E. Church Ave, Fresno CA 93725

5:30 pm

Start: 5:41pm

End: 7:58pm

BOARD CHAIRPERSON

Esmeralda Zamora, Chair

DISTRICT ADMINISTRATOR

Adam Ramos

BOARD VICE CHAIR

Raul Guerra Vice Chair

DISTRICT COUNSEL

Hilda Cantú Montoy

BOARD MEMBERS

Joseph Perez, Board Member

Laura Garcia, Board Member

Mary L. Rosales, Board Member

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CALL TO ORDER AND ROLL CALL

Role Call:

Esmeralda Zamora: Present

Raul Guerra: Absent

Joseph Perez: Present

Mary Rosales: Present

Laura Garcia: Present

A. INVOCATION AND FLAG SALUTE

Lead by Director Rosales.

B. APPROVAL OF AGENDA

Motion to move F2 before E1 and approve agenda and moved E1 before D1.

1st Motion: Chair Zamora

2nd Motion: Director Rosales

All in favor vote casted: 4 yes, 1 absent, 0 no.

C. PUBLIC COMMENTS

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No public comments present.

D. CONSENT CALENDAR

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

1st Motion: Chair Zamora

2nd Motion: Director Rosales

All in favor vote casted: 4 yes, 1 absent, 0 no.

1. SUBJECT: Minutes of the Regular Meeting held on May 16, 2023.

RECOMMENDATION: That the Board approve the minutes.

2. SUBJECT: Bank Account Information (all accounts)

RECOMMENDATION: That the Board accept the report.

E. UNFINISHED BUSINESS

1. SUBJECT: Update on Calwa Pool Project

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

Guest Present: Ron Allred, representing Allred Engineering. Attending meeting via phone and provided board with updated information on the planning and testing of the pool to resume construction. Mentioned which reports were needed.

F. NEW BUSINESS

1. SUBJECT: Approval of Resolution 2023-06: Resolution of the Board of Directors of Calwa Recreation and Park District Adopting the Fiscal Year 2023-2024 Preliminary Budget.

RECOMMENDATION: That the Board receive report, discuss, and approve Resolution 2023-06 Preliminary Budget for FY 23-24 adoption.

Motion was made by Director Perez to remove flooring and truck from budget: no 2nd motion made.

Motion was made by Director Garcia to remove truck and keep flooring: no 2nd motion made.

Motion was made by Chair Zamora to keep truck and flooring in budget: 1st was made by EZ and 2nd was made by MR. Roll call vote casted: EZ-Y, MR-Y, LG-N, JP-N, RG-Absent.

Motion was made Director Rosales to keep truck and remove floor: 1st was made by MR, 2nd EZ. Roll call vote casted: EZ-Y, MR-Y, LG-N, JP-N, RG-Absent

Final Motion made by Director Garcia: keep truck and flooring within the budget but not to purchase until after a 6-month budget evaluation has taken place, after the evaluation, District may purchase flooring and truck through purchasing policy and requested final approval of board for both purchases. 1st: LG, 2nd: EZ. Roll Call voted casted: MR-Y, EZ-Y, LG-Y, JP-N, RG-absent.

Preliminary Budget passed 3 yes, 1 no, 1 absent.

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

RECOMMENDATION: That the Board receive report, discuss, and provide direction on Calwa Mega Boxing Show.

DA introduced Coach Elias of the Calwa Boxing Club to present information for his Calwa Boxing Club Calwa Mega Boxing Show. QA with Board, JP provided feedback about the temperature and guarantee safety of all participants. Would need to address entry and exit strategies on how many people occupy the space.

3. SUBJECT: Approval of Resolution 2023-07: Resolution of Calwa Recreation and Park District Approving Revised Fees for District Facilities and Park.

RECOMMENDATION: That the Board adopt Resolution Approving Revised Fees for District Facilities and Park.

Fee schedule was provided and direction was given for hall rental adjustments.

Motion was provided by Director Perez that the new cost to rent the hall out, including the kitchen will be \$100/hour with a 2 hour minimum to rent the hall.

1st Motion: JP 2nd Motion: MR

All in favor voted casted: 4 yes, 1 absent, 0 no.

G. DISTRICT ADMINISTRATOR'S REPORT

1. SUBJECT: Informational report on all District information.

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

Report was provided to Board. See attached document within the agenda packet.

H. Director Communications/Agenda Items

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NA

I. CLOSED SESSION:

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

K. ADJOURNMENT

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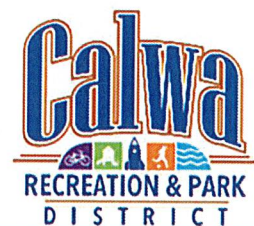
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Certification of Posting

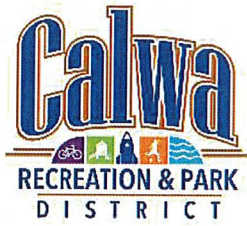
State of California

County of Fresno

Calwa Recreation and Park District



I declare under penalty of perjury that I am employed by the Calwa Recreation and Park District and that I posted this Agenda on the bulletin board in the Calwa Recreation District Office, on the front door window of the District Office, and on the website at www.calwarecreation.org on **June 16, 2023**.



For the Meeting of: 07/18/2023
Agenda Item No.: D-2

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Bank Account Information (all accounts)

RECOMMENDATION:

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

SUMMARY:

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

REASON FOR RECOMMENDATION:

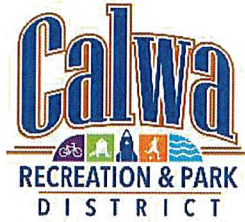
Inform Board on current District finances for all accounts.

FISCAL IMPACT:

There is no fiscal impact resulting from this report.

Attachments:

- Reconciliation of PR and REV Accounts
- Detailed Report of PR and REV Accounts
- Detailed Report of Expenses and Revenue for the Month of June



For the Meeting of: 06/20/2023
Agenda Item No.: D-2

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

Account	Total
Fresno County	\$ 779,685.23
BOW REV	\$44,556.96
BOW PR	\$8,234.04
RESTRICTED FUNDS (POOL DONATED FUNDS)	-\$88,758.46
TOTALS	\$743,717.77

3:56 PM

07/11/23

Calwa Recreation and Park District
Reconciliation Summary
Bank of West NEW REV ...08, Period Ending 06/30/2023

	Jun 30, 23
Beginning Balance	31,125.43
Cleared Transactions	
Checks and Payments - 51 items	-29,976.47
Deposits and Credits - 3 items	7,525.00
Total Cleared Transactions	-22,451.47
Cleared Balance	<u>8,673.96</u>
Register Balance as of 06/30/2023	8,673.96
New Transactions	
Deposits and Credits - 1 item	40,000.00
Total New Transactions	40,000.00
Ending Balance	<u><u>48,673.96</u></u>

Calwa Recreation and Park District Reconciliation Detail

Bank of West NEW REV ...08, Period Ending 06/30/2023

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						31,125.43
Cleared Transactions						
Checks and Payments - 51 items						
Check	06/01/2023		Bank of the West Cr...	X	-221.79	-221.79
Check	06/01/2023	176	Employee Reimburs...	X	-197.04	-418.83
Check	06/02/2023	177	Hall Deposit Refund	X	-200.00	-618.83
Check	06/02/2023		Leasedirect Payment	X	-153.40	-772.23
Check	06/02/2023		Streamline	X	-75.00	-847.23
Check	06/02/2023		Amazon	X	-64.92	-912.15
Check	06/05/2023		Unifirst	X	-287.51	-1,199.66
Check	06/05/2023		Terminix	X	-66.60	-1,266.26
Check	06/05/2023		Ameriguard Security...	X	-51.99	-1,318.25
Check	06/06/2023		Mid Valley Disposal	X	-302.79	-1,621.04
Check	06/07/2023		The Home Depot	X	-360.40	-1,981.44
Check	06/07/2023	156	Hall Deposit Refund	X	-200.00	-2,181.44
Check	06/07/2023	985106	Montoy Law Corpora...	X	-30.00	-2,211.44
Check	06/07/2023		Office Depot	X	-14.36	-2,225.80
Check	06/08/2023		Amazon	X	-9.74	-2,235.54
Check	06/09/2023		Jeff Pfeiffer	X	-550.00	-2,785.54
Check	06/09/2023		Amazon	X	-112.46	-2,898.00
Check	06/09/2023		Regime Republic	X	-80.00	-2,978.00
Check	06/09/2023		Verizon Wireless	X	-72.26	-3,050.26
Check	06/09/2023		The Home Depot	X	-42.16	-3,092.42
Check	06/09/2023		Michaels Store	X	-21.11	-3,113.53
Check	06/12/2023		The Home Depot	X	-289.78	-3,403.31
Check	06/12/2023		The Home Depot	X	-54.29	-3,457.60
Check	06/12/2023		Amazon	X	-54.16	-3,511.76
Check	06/13/2023		PG and E	X	-2,712.19	-6,223.95
Check	06/13/2023	179	Hall Deposit Refund	X	-200.00	-6,423.95
Check	06/13/2023		The Home Depot	X	-65.52	-6,489.47
Check	06/13/2023		Walmart	X	-23.77	-6,513.24
Check	06/14/2023		Office Depot	X	-82.14	-6,595.38
Check	06/14/2023		The Home Depot	X	-81.23	-6,676.61
Check	06/14/2023		Arco	X	-20.35	-6,696.96
Check	06/15/2023	180	Hall Deposit Refund	X	-200.00	-6,896.96
Check	06/15/2023		The Home Depot	X	-45.38	-6,942.34
Check	06/16/2023		Lighting Loan-De La...	X	-1,955.72	-8,898.06
Check	06/16/2023		Foodmaxx	X	-179.11	-9,077.17
Check	06/16/2023		AT and T	X	-142.36	-9,219.53
Check	06/16/2023		Marshalls Store	X	-93.74	-9,313.27
Check	06/16/2023		Dollar Tree Stores, Inc	X	-35.41	-9,348.68
Deposit	06/20/2023		Payroll Transfer	X	-10,000.00	-19,348.68
Check	06/20/2023		Starlink	X	-120.00	-19,468.68
Check	06/20/2023		Arco	X	-26.12	-19,494.80
Check	06/23/2023		Target	X	-157.18	-19,651.98
Deposit	06/26/2023		Payroll Transfer	X	-10,000.00	-29,651.98
Check	06/26/2023		Hotels.com	X	-192.58	-29,844.56
Check	06/26/2023		Arco	X	-23.44	-29,868.00
Check	06/27/2023		Arco	X	-23.28	-29,891.28
Check	06/27/2023		Adobe	X	-19.99	-29,911.27
Check	06/27/2023		Zoom Video Commu...	X	-15.99	-29,927.26
Check	06/29/2023		Amigos Market	X	-20.52	-29,947.78
Check	06/29/2023		Hyatt Regency Hotel	X	-12.50	-29,960.28
Check	06/30/2023		Amazon	X	-16.19	-29,976.47
Total Checks and Payments					-29,976.47	-29,976.47
Deposits and Credits - 3 items						
Deposit	06/07/2023		CALWA RECREATI...	X	1,250.00	1,250.00
Deposit	06/09/2023		Stripe	X	60.00	1,310.00
Deposit	06/29/2023		CALWA RECREATI...	X	6,215.00	7,525.00
Total Deposits and Credits					7,525.00	7,525.00
Total Cleared Transactions					-22,451.47	-22,451.47
Cleared Balance					-22,451.47	8,673.96

**Calwa Recreation and Park District
Profit & Loss Detail
June 2023**

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Ordinary Income/Expense								
Income								
Scholorship Grants Pro Dev. (CSDA REFUNDS WHEN DA OR STAFF ATTEND ANY CSDA EVENTS AND DISTRICT QUALIFIES F...								
Deposit	06/29/2023		CALWA RECREATI...	CSDA SCHL...		Bank of West ...	675.00	675.00
Total Schlorship Grants Pro Dev. (CSDA REFUNDS WHEN DA OR STAFF ATTEND ANY CSDA EVENTS AND...							675.00	675.00
Park Income (Income recieved from Park Rentals)								
Karate Rent (Rent Income from Karate Vendor)								
Deposit	06/29/2023		CALWA RECREATI...	KARATE RENT		Bank of West ...	150.00	150.00
Total Karate Rent (Rent Income from Karate Vendor)							150.00	150.00
Boxing Rent								
Deposit	06/29/2023		CALWA RECREATI...	BOXING RENT		Bank of West ...	200.00	200.00
Total Boxing Rent							200.00	200.00
Events								
Deposit	06/29/2023		CALWA RECREATI...	GALUEGETZ...		Bank of West ...	1,500.00	1,500.00
Total Events							1,500.00	1,500.00
Field Rentals								
Deposit	06/29/2023		CALWA RECREATI...	FIELD RENT...		Bank of West ...	375.00	375.00
Total Field Rentals							375.00	375.00
Hall Rentals								
Deposit	06/29/2023		CALWA RECREATI...	HALL RENTAL		Bank of West ...	225.00	225.00
Deposit	06/29/2023		CALWA RECREATI...	HALL RENTAL		Bank of West ...	225.00	450.00
Deposit	06/29/2023		CALWA RECREATI...	HALL RENTAL		Bank of West ...	400.00	850.00
Total Hall Rentals							850.00	850.00
Rent Payments								
Deposit	06/29/2023		CALWA RECREATI...	CONCESSIO...		Bank of West ...	1,200.00	1,200.00
Deposit	06/29/2023		CALWA RECREATI...	RECYCLING ...		Bank of West ...	700.00	1,900.00
Total Rent Payments							1,900.00	1,900.00
Zumba								
Deposit	06/29/2023		CALWA RECREATI...	ZUMBA REN...		Bank of West ...	250.00	250.00
Deposit	06/29/2023		CALWA RECREATI...	ZUMBA JOH...		Bank of West ...	315.00	565.00
Total Zumba							565.00	565.00
Park Income (Income recieved from Park Rentals) - Other								
Deposit	06/07/2023		CALWA RECREATI...	Deposit		Bank of West ...	1,250.00	1,250.00
Total Park Income (Income recieved from Park Rentals) - Other							1,250.00	1,250.00
Total Park Income (Income recieved from Park Rentals)							6,790.00	6,790.00
Total Income							7,465.00	7,465.00
Gross Profit							7,465.00	7,465.00
Expense								
Online Payment Deposits (CRPD DOES USE THE WEBSITE TO ALLOW CUSTOMERS TO PAY FOR PARK SERVICES THROU...								
Deposit	06/09/2023		Stripe	Deposit		Bank of West ...	-60.00	-60.00
Total Online Payment Deposits (CRPD DOES USE THE WEBSITE TO ALLOW CUSTOMERS TO PAY FOR PA...							-60.00	-60.00
Lighting Loan								
Check	06/16/2023		Lighting Loan-De La...			Bank of West ...	1,955.72	1,955.72
Total Lighting Loan							1,955.72	1,955.72
Refund (Overpayments on accounts)								
Check	06/02/2023	177	Hall Deposit Refund			Bank of West ...	200.00	200.00
Check	06/07/2023	156	Hall Deposit Refund			Bank of West ...	200.00	400.00
Check	06/13/2023	179	Hall Deposit Refund			Bank of West ...	200.00	600.00
Check	06/15/2023	180	Hall Deposit Refund			Bank of West ...	200.00	800.00
Total Refund (Overpayments on accounts)							800.00	800.00
District counsel								
Check	06/07/2023	985106	Montoy Law Corpora...	HILDA LEGAL		Bank of West ...	30.00	30.00
Check	06/07/2023	985106	Montoy Law Corpora...			Bank of West ...	0.00	30.00
Total District counsel							30.00	30.00
District Payroll Taxes								

Calwa Recreation and Park District

07/14/23

Profit & Loss Detail

Accrual Basis

June 2023

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Check	06/06/2023		ADP			Bank of the W...	1,264.06	1,264.06
Check	06/21/2023		ADP			Bank of the W...	1,430.14	2,694.20
Total District Payroll Taxes							2,694.20	2,694.20
Electricity								
Check	06/13/2023		PG and E			Bank of West ...	2,712.19	2,712.19
Total Electricity							2,712.19	2,712.19
Employee Salaries								
Check	06/06/2023		ADP			Bank of the W...	4,215.06	4,215.06
Check	06/09/2023	11175	Saide Alvarado			Bank of the W...	823.44	5,038.50
Check	06/21/2023		ADP			Bank of the W...	4,974.07	10,012.57
Check	06/23/2023	11176	Saide Alvarado			Bank of the W...	712.96	10,725.53
Total Employee Salaries							10,725.53	10,725.53
Equipment Fuel								
Check	06/14/2023		Arco			Bank of West ...	20.35	20.35
Check	06/20/2023		Arco			Bank of West ...	26.12	46.47
Total Equipment Fuel							46.47	46.47
Event Costs								
Check	06/16/2023		Foodmaxx			Bank of West ...	179.11	179.11
Check	06/16/2023		Marshalls Store			Bank of West ...	93.74	272.85
Total Event Costs							272.85	272.85
Internet								
Check	06/20/2023		Starlink			Bank of West ...	120.00	120.00
Total Internet							120.00	120.00
Landline Phone								
Check	06/16/2023		AT and T			Bank of West ...	142.36	142.36
Total Landline Phone							142.36	142.36
Memberships								
Check	06/30/2023		Amazon			Bank of West ...	16.19	16.19
Total Memberships							16.19	16.19
Mobile Phone								
Check	06/09/2023		Verizon Wireless			Bank of West ...	72.26	72.26
Total Mobile Phone							72.26	72.26
Office Equipment								
Check	06/02/2023		Leasedirect Payment			Bank of West ...	153.40	153.40
Total Office Equipment							153.40	153.40
Office Supply								
Check	06/07/2023		Office Depot			Bank of West ...	14.36	14.36
Check	06/14/2023		Office Depot			Bank of West ...	82.14	96.50
Total Office Supply							96.50	96.50
Payroll Fees								
Check	06/02/2023		ADP			Bank of the W...	84.03	84.03
Check	06/16/2023		ADP			Bank of the W...	82.37	166.40
Check	06/30/2023		ADP			Bank of the W...	84.03	250.43
Total Payroll Fees							250.43	250.43
Professional Development								
Check	06/26/2023		Hotels.com			Bank of West ...	192.58	192.58
Check	06/26/2023		Arco			Bank of West ...	23.44	216.02
Check	06/27/2023		Arco			Bank of West ...	23.28	239.30
Check	06/29/2023		Hyatt Regency Hotel			Bank of West ...	12.50	251.80
Total Professional Development							251.80	251.80
Recreation Programs								
Check	06/01/2023		Bank of the West Cr...	WALMART R...		Bank of West ...	139.47	139.47
Check	06/01/2023	176	Employee Reimburs...			Bank of West ...	197.04	336.51
Check	06/08/2023		Amazon			Bank of West ...	9.74	346.25
Check	06/09/2023		Amazon			Bank of West ...	112.46	458.71
Check	06/09/2023		Michaels Store			Bank of West ...	21.11	479.82
Check	06/13/2023		Walmart			Bank of West ...	23.77	503.59

**Calwa Recreation and Park District
Profit & Loss Detail
June 2023**

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Check	06/16/2023		Dollar Tree Stores, Inc			Bank of West ...	35.41	539.00
Check	06/23/2023		Target			Bank of West ...	157.18	696.18
Check	06/29/2023		Amigos Market			Bank of West ...	20.52	716.70
Total Recreation Programs							716.70	716.70
Repairs and Maintenance								
Check	06/01/2023		Bank of the West Cr...	AMAZON SO...		Bank of West ...	82.32	82.32
Check	06/02/2023		Amazon			Bank of West ...	64.92	147.24
Check	06/05/2023		Unifirst			Bank of West ...	287.51	434.75
Check	06/05/2023		Terminix			Bank of West ...	66.60	501.35
Check	06/07/2023		The Home Depot			Bank of West ...	360.40	861.75
Check	06/09/2023		The Home Depot			Bank of West ...	42.16	903.91
Check	06/09/2023		Jeff Pfeiffer			Bank of West ...	550.00	1,453.91
Check	06/09/2023		Regime Republic			Bank of West ...	80.00	1,533.91
Check	06/12/2023		The Home Depot			Bank of West ...	54.29	1,588.20
Check	06/12/2023		The Home Depot			Bank of West ...	289.78	1,877.98
Check	06/12/2023		Amazon			Bank of West ...	54.16	1,932.14
Check	06/13/2023		The Home Depot			Bank of West ...	65.52	1,997.66
Check	06/14/2023		The Home Depot			Bank of West ...	81.23	2,078.89
Check	06/15/2023		The Home Depot			Bank of West ...	45.38	2,124.27
Total Repairs and Maintenance							2,124.27	2,124.27
Security Monitoring System								
Check	06/05/2023		Ameriguard Security...			Bank of West ...	51.99	51.99
Total Security Monitoring System							51.99	51.99
Technology Service								
Check	06/02/2023		Streamline			Bank of West ...	75.00	75.00
Check	06/27/2023		Adobe			Bank of West ...	19.99	94.99
Check	06/27/2023		Zoom Video Comm...			Bank of West ...	15.99	110.98
Total Technology Service							110.98	110.98
Trash Disposal								
Check	06/06/2023		Mid Valley Disposal			Bank of West ...	302.79	302.79
Total Trash Disposal							302.79	302.79
Total Expense							23,586.63	23,586.63
Net Ordinary Income							-16,121.63	-16,121.63
Net Income							-16,121.63	-16,121.63

Calwa Recreation and Park District

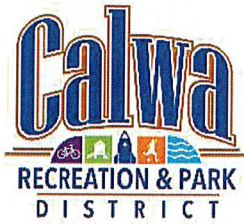
07/11/23

Profit & Loss Detail

Accrual Basis

June 2023

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Ordinary Income/Expense								
Expense								
District Payroll Taxes								
Check	06/06/2023		ADP			Bank of the W...	1,264.06	1,264.06
Check	06/21/2023		ADP			Bank of the W...	1,430.14	2,694.20
Total District Payroll Taxes							2,694.20	2,694.20
Employee Salaries								
Check	06/06/2023		ADP			Bank of the W...	4,215.06	4,215.06
Check	06/09/2023	11175	Saide Alvarado			Bank of the W...	823.44	5,038.50
Check	06/21/2023		ADP			Bank of the W...	4,974.07	10,012.57
Check	06/23/2023	11176	Saide Alvarado			Bank of the W...	712.96	10,725.53
Total Employee Salaries							10,725.53	10,725.53
Payroll Fees								
Check	06/02/2023		ADP			Bank of the W...	84.03	84.03
Check	06/16/2023		ADP			Bank of the W...	82.37	166.40
Check	06/30/2023		ADP			Bank of the W...	84.03	250.43
Total Payroll Fees							250.43	250.43
Total Expense							13,670.16	13,670.16
Net Ordinary Income							-13,670.16	-13,670.16
Net Income							-13,670.16	-13,670.16



For the Meeting of: 7/18/2023

Agenda Item No.: E-1

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Update on Calwa Pool Project.

SUMMARY:

After the last meeting with the Board we had our engineer Ron Allred join and discuss, with the Board, on the next steps of the project. Ron took the responsibility to create the designs himself and will lead the design in provided those restroom and shower designs.

After the update the Board, with the direction from Ron Allred, Administration reached out to companies seeking quotes for a topographic survey as well as rebar and structural integrity testing on the current structure. Two companies have been selected for the topographic survey and structure testing with an estimated cost to the District Pool Fund of around \$4,700.00, these prices are typical to industry standards.

County of Fresno ARPA documentation has been provided for the quarterly review requirements. The document consists of financial information that the District has spent regarding the pool, since the District has not utilized any of the funds during the quarterly period, are drawdown and reimbursement requests were \$0.00. This will change for the next report submission as the quote and costs for the testing are in progress.

Once testing reports are provided to DA, Legal, and Ron Allred, Ron will update the plans and the District will have the information in place to request bids for the pool and restroom projects.

RECOMMENDATION:

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

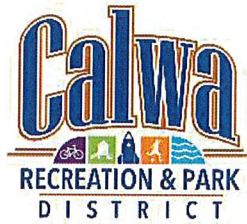
REASON FOR RECOMMENDATION:

Update the Board on the status of the pool project.

FISCAL IMPACT:

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

Attachments: NA



For the Meeting of: 7/18/2023

Agenda Item No.: F-1

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Public Hearing to Consider Approval of Resolution 2023-07: Resolution of the Board of Directors of Calwa Recreation and Park District Adopting the Final Budget for Fiscal Year 2023-2024.

RECOMMENDATION:

That the conduct the public hearing, receive report, and approve Resolution 2023-07 Final Budget for FY 23-24 adoption.

SUMMARY:

Preliminary budget for fiscal year 2023-2024 was approved during the June Regular Board Meeting.

REASON FOR RECOMMENDATION:

Approval of final budget for Districts Fiscal Year 2023-2024.

FISCAL IMPACT:

There is no fiscal impact resulting from this report.

Attachments:

- Final Budget

RESOLUTION NO. 2023-07

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA
RECREATION AND PARK DISTRICT ADOPTING THE FINAL BUDGET
FOR FISCAL YEAR 2023-2024.**

WHEREAS, the Board of Directors adopted a Preliminary Budget on June 20, 2023; and

WHEREAS, the District published a notice regarding adoption of the Preliminary Budget and its availability to the public as well as a notice of a public hearing for adoption of the Final Budget; and

WHEREAS, a public hearing to consider the Final Budget was held on July 18, 2023, at which time members of the public were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Calwa Recreation and Park District as follows:

SECTION 1. The Board finds and declares as follows:

A. The Board has reviewed the Preliminary Budget for Fiscal Year 2023-2024 which was adopted June 20, 2023, and held a duly notice Public Hearing on July 18, 2023; and

B. The Final Budget is based upon appropriate estimates and financial planning for the District's operations, and services; and

C. The Final Budget provides continued services at current levels to the District and includes continuation and/or completion of projects to enhance the community; and

D. All procedural requirements for adopting the District Budget have been fulfilled by the Board of Directors; and

E. It is in the public interest for the Board to adopt the Final Budget.

SECTION 2. **ADOPTION.** The Fiscal Year 2023-2024 Final Budget attached as Exhibit "A" and incorporated by reference is approved and adopted.

SECTION 3. **BUDGET APPROPRIATIONS.** The District Administrator, or designee, is authorized to implement the appropriations as detailed in the Budget for the District.

SECTION 4. **BUDGET ADJUSTMENTS.** The Budget may be subsequently adjusted as follows:

A. By majority vote of the Board of Directors; or

B. Line item expenditures within activities are not restricted so long as funding is available in the District fund as a whole; or

C. While the Budget has been broken down by month, it is understood that fluctuations occur in revenues and expenditures in particular months.

SECTION 5. The District Administrator shall file the budget with the Fresno County Auditor as required by law.

SECTION 6. This Resolution will become effective immediately upon adoption and will remain effective unless repealed, amended, or superseded.

CERTIFICATION

Adoption of the foregoing Resolution No. 2023-__ was moved by Director _____, seconded by Director _____, at a regular meeting of the District's Board of Directors, held on July __, 2022, and adopted on roll call by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENCES:

Esmeralda Zamora Board Chair

ATTEST:

_____, District Secretary



Calwa Recreation and Park District

Final Budget

FY 2023-2024

4545 E. Church Ave

Fresno CA 93725

Prepared by District Administrator

Adam J. Ramos

CALWA RECREATION AND PARK DISTRICT

Calwa Recreation and Park District Mission Statement:

To provide and maintain recreation facilities, programs, and community enrichment activities that offer opportunities to promote social, physical and mental well-being for residents of the District and the greater community.

Calwa Recreation and Park District is committed to improving the quality of life for the community by providing a safe, clean, accessible park and community center. We pride ourselves on offering exclusive recreation programming, recreational activities that reflect current recreational trends, large scale community outreach events, and forming long standing partnerships with local organizations who share the same mission and values of that of the District.

CRPD provides a wide variety of programming throughout the year impacting the community in numerous ways, the following are the programs currently being offered:

ZUMBA KIDS AFTER SCHOOL

PROGRAM: provides after school services that keep children and teens engaged with school work while away

from school. Programming occurs Monday-Friday from 3:00PM to 5:00pm. Program is lead by our Program Coordinator and any volunteers who wish to assist. After school program includes arts and crafts, homework assistance, outside games and sports, tutoring, mentoring, and community service projects. This program has seen an increase in use from our community averaging 8 students per day. Goals for the program moving forward are to hire an assistant to help expand and bring in more children, while also offering curriculum for drop-in students and students who complete their schoolwork and are seeking additional learning opportunities.

SPORTS AND RECREATION PROGRAMMING:

District programming currently includes Youth Sports Camps of various sports and our Toddler Soccer Program. The district offers sports camps during several times of the year and typically see enrollment of 15-25 participants. The Toddler Soccer Program has been offered for several months on a consistent basis and is District program that will be a foundation of programming for our youth. The goal of our programming is teach teamwork, sportsmanship, fundamentals of a sport, completing tasks and reaching goals, and promoting healthy safe activity.

Boxing: District is in partnership with Calwa Boxing Club and extends our

facility to this club to recruit, train, and help our communities youth learn the sport of boxing in a controlled and safe environment. That program is from 6:00pm-8:30pm and is offered to kids, teens, and adults for ages 6 and above. Students are required to pay a monthly fee, but Calwa Boxing Club does provide discounts and scholarships to members of the Calwa community.

Karate: District is in partnership with IKK-DO and they offer a paid service program that centers around the several variations of karate. They currently average 15-25 students and hold tournaments here in the rec center.

Zumba: District is in partnership with two Zumba instructors who lead a large class of adults that center on the dance exercise of Zumba. Here students can dance to music while exercising in a fast-paced environment. These classes are offered Monday-Friday from 10:00am-11:00am, 6:30pm-7:30pm and 7:30pm-8:30pm. Each instructor averages 15-25 students and holds dance events inside and outside of the rec center.

Southeast Youth Soccer League: District is in a partnership with SEYSL as of December of 2021. This partnership has proven beneficial for both the league and the park by bringing hundreds of players and their families to the park daily for practices and games. League uses District soccer fields on Monday-Saturday and attracts other members of the community to engage and register

their children within their leagues. This is also a paid registration service that SEYSL implements but does offer special rates for Calwa residents.

New programs are currently in development but with the limited staff the process is slowed, if new staff approval is approved then more programming can be offered in variations. District is aware that we need to begin to offer programming to various populations and the elderly is up for new programming.

District is committed to continuous improvement in all aspects of the District. With recreational trends evolving the need for fresh ideas and programming is important. Developing the programs for the needs of the community is vital to creating a park and programming that suites our community and invites others from throughout Fresno and neighboring towns/cities to participate in our programs.

COMMUNITY ENGAGEMENT/EVENTS:

District facilitates community wide collaborative for various reasons. The District wants to provide events that will create long lasting memories of Calwa Park. The outreach we perform, along with partnered organizations, aims to assist our community with resources that can help increase quality of life and other resources during hardships. District has partnered with several non-profit organizations to provide health screenings, COVID testing and

vaccinations, Back to School Backpack Giveaways, Turkey Giveaways, Christmas Gift Giveaways, Halloween Trunk or Treat, Spring Easter Festival, Health Fairs and Movie In the Park events. District events are always a success and average over 1,000 people crossing through our gates.

PROJECTS:

District saw several projects completed during the FY 21/22. We saw our north park entrance upgraded with woodchips, new signage for our tobacco and drug policy, a rejuvenated hall fresh with paint and baseboards to name a few. The main upgrades we also encountered were with the repair and upgrade of our restrooms located south of the hall. District replaced all field lighting with energy efficient LED fixtures increasing the illumination and decreasing costs to the District.

For FY 22/23 Projects currently in design and potential construction are our Kaiser Permanente Swimming Complex, Prop 68 plans, Walking Loop, and Urban Soccer Complex.

Potential FY 22/23 Future projects will include the repair and upgrade to the basketball court and addition of new lighting in Field 1.

DISTRICT REVENUE SOURCES

PREVIOUS FY CARRYOVER: Funds held in District Bank Accounts, excluding outstanding liabilities. (Uncashed checks, bills received prior to June 30th but unpaid, etc..).

PROPERTY TAXES: property taxes paid by Calwa Recreation and Park District property owners which is collected by the Fresno County Auditor-Controller/Treasure-Tax Collector through assessments based on property values. Large deposits are made in December and April of FY.

*50% of the funds expected in the fiscal year are deposited into the District's Account in December and January of each year. The account is administered by the Fresno County Auditor-Controller/Treasure-Tax Collector Office. 45% is deposited in April and the remaining 5% in June.

* Additional funds from 'unsecured property taxes' are deposited in February of each but can't be used for budgeting purposes because they fluctuate erratically from year to year and inconsistent.

RDA TAX INCREMENT: these are funds that formerly would have been distributed to Redevelopment Agencies as a tax increment are deposited into a Redevelopment Trust Fund and used to pay obligations listed on the Redevelopment Obligations (EOPS/ROPS). Any remaining funds in the trust fund, plus any unencumbered redevelopment cash and funds from asset sales, are distributed to the local agencies such

as the Calwa Recreation and Park District. These 'pass-through' funds are deposited into the Districts accounts by the County and deposited in January and June.

*The District also receives additional 'ABX1 26' funds which are generated using a formula related to the former Redevelopment Agency's debt. Those funds are deposited in February but also can not be used for budgeting purposes because of inconsistent deposits.

EVENT REVENUE: funds collected from special events and park use fees such as: Showdown for Hope, Bizarre Art Festival, any miscellaneous events that require park use contracts and space. Typical charges for non-profits are \$500/day while regular organizations are \$1,000/day for whole park use.

HALL RENTAL REVENUE: monies paid to lease the Community Center Main Hall (excluding deposit fees). Current fees are \$75/hour. A \$200 deposit is required but refunded after completion of party and no damages observed.

PICNIC RENTAL REVENUE: funds collected to reserve a picnic shelter in the park. Renters pay \$35/picnic area for the day use and an additional \$20 for electrical. A \$25 bounce house fee will also be applied if one present.

FIELD RENTAL REVENUE: funds collected to reserve any of the athletic fields in Calwa Park. The public may rent out any of the 3 full size soccer fields, the grassy area south of the hall

center, or basketball court. Rates vary depending on organization.

RENT PAYMENTS/VENDORS: revenue collected from holders of long-term leases on certain areas of Calwa Park. These include boxing, concession stand, karate, recycling center, and Zumba.

Concession Stand: \$1200/month

Recycling Center: \$700/month

Boxing: \$200/month

Zumba: stated above in Zumba Revenue ranges \$555/month

Karate: \$150/month

Soccer Field Rentals: \$2270 for two seasons.

DONATIONS: District solicits donations for park events that center around community outreach and partner with non-profits and large local businesses for donations. Donations are applied to community outreach events, special programs within Calwa Park, or park project upgrades/development.

DIRECTOR STIPEND FORFEITURE: Board of Directors are compensated \$100/meeting. Board of Directors have the option of opting out of receiving payment from the District for their service, and have the choice to donate those funds back to the District. Restrictions on this option is the Board Member may not request to have funds applied to certain expenses.

DISTRICT CURRENT REVENUES

Total in REV, PR, and County Accounts:
\$819,685.23

Unrestricted Funds/Total Available Funds: **\$790,418.82**

Restricted Funds: **\$88,758.46** (Pool Reserve)

ARPA GRANT

Through Fresno County District was able to procure ARPA Grant or Federal American Rescue Funds funding to complete the Pool Project. This funding requires due diligence in reporting for the district and payouts are based off the work completed and invoices produced. The amount rewarded for the District was \$675,000 in ARPA funding with donations for the pool currently totaling \$88,758.46 bringing the final budget for the pool to \$763,758.46

STATE OF CA GRANT

Through the State of CA, District applied for a Parks Grant and was awarded an amount of \$179,206.00. These funds have not been deposited into Districts accounts, waiting on final approval before disbursement. These funds will be restricted for use of the soccer futsal complex.

DISTRICT PERSONNEL EXPENSES:

includes employee salaries, payroll taxes, payroll fees, director stipends, workers compensation, HR miscellaneous.

POSITION BACKGROUND INFORMATION:

District Administrator (FT): \$51,000.00

Office Manager (FT): VACANT

Maintenance Supervisor (FT): \$38,400

Maintenance Staff (PT): \$18,600

Maintenance Staff (PT): \$25,200

Maintenance Staff/Program Support (PT): VACANT

Recreation Program Coordinator (PT): VACANT Est: \$36,400

Recreation Program Assistant I (PT): \$22,000

Average Expense Per Pay Period: \$6,200.00 Bi-weekly Average

\$13,000.00 Monthly Average

PERSONELL EXPENSES BACKGROUND INFORMATION:

District Payroll Taxes: are the portion of Federal and State taxes that are the responsibility of the District.

Payroll Fees: calculated by the Districts payroll processing contractor ADP, and are based on the number of pay periods and checks processed as well as preparations on tax documents. Tax documents being Employers Quarterly Federal Tax Return, California Quarterly Contribution Return and Report of Wages.

Director Stipends: as a board director or board member, District policy states that acting members of the Board of Directors are compensated \$100/meeting.

Workers Compensation: required by provider, the Special District Risk

Management Authority (SDRMA). Funds allocated in the 2022/2023 FY are reserved for the Districts payment of the anticipated premium. These figures increase or decrease due to initial invoices being estimates, based off of payroll periods and the Experience Modification Factor (EMF). This number is based off of the amount of workers compensation claims the district makes to SDRMA. EMF adjusts as Districts claims decrease/increase.

HR Miscellaneous: District applies its background checks fees, audits, or information.

Health Insurance: District has no interest in providing health insurance for this FY.

DISTRICT OPERATIONS EXPENSES:

Audit: Yearly Fiscal Year Audit that is outsourced and required by the State of California.

Bank Fees: Bank of The West service monthly fees that are charged and then are credited back to account.

Cleaning Supplies: expenses cover items such as paper towels, antibacterial sprays, spray bottles, Lysol, and other miscellaneous supplies.

District Counsel: Fees that are paid for legal counseling services that are provided to Calwa Park District.

District Board Elections: Fees are paid to Fresno County Elections Department so that CPRD may

participate as part of the elections every four years.

Electricity: Fees are paid to PG&E for Electricity and Gas services.

Electric Field Lighting Loan: new field lights were installed in 2021, the cost for the loan lighting equipment will be paid out to De Lage Landen Public Finance LLC for a fixed amount each month.

Equipment Fuel: to operate Calwa Maintenance staff tools and vehicles.

Event Costs: expenses related to community outreach and public events. Funds food, games, vendors, and giveaways.

Fresno Co. Service: Fees publication costs to publicize the election on county ballots.

Liability Insurance: fees are paid to SDRMA to cover Calwa Park District in July of every Fiscal Year.

Internet: fees are paid to AT&T to cover internet usage used by Calwa Park office and programs offered such as After School Program for the community.

Mobile Phone: Fees are paid to wireless provider for four cell phones, District Administrator's cell phone, District office phone has two new lines and Maintenance Cell phone services.

Memberships: fees have been reserved for the District's participation in the California Districts Association and the California Association of Recreation and Park Districts.

Mileage: costs incurred by staff to conduct District business is reimbursable at a rate cost per mile in accordance to the State of CA requirements.

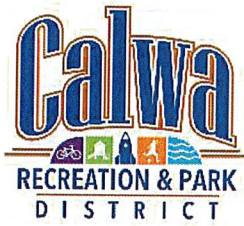
Office Equipment: costs include the lease of the office copier and the occasional purchase of wiring or other devices needed for the District to carry out its operations.

Office Supplies: tracked in this category include paper, ink, pens, binders, dividers, filing folders and other miscellaneous supplies for office operations.

Professional Development: expenses include costs associated with travel and attendance at conferences and professional training seminars, including those organizations by the CSDA and CARPD.

Recreation Programs: require materials such as sports equipment, art supplies, small prizes used as incentives for program participants and other recreational equipment Expenses incurred to carry out program activities will be tracked in this category.

Repairs & Maintenance: costs tracked in this line item will cover small expenses to fix anything that gets damaged or defaced on District Property. They include but are not limited to sprinklers, windows, graffiti removal, air conditioning unit repair, faucets, toilets water lines, lights, and doorknobs.



For the Meeting of: 07/18/2023
Agenda Item No.: F-2

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: District Administrator, Adam Ramos

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

RECOMMENDATION:

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

SUMMARY:

District has a positive relationship with Calwa Boxing Club and they currently serve as a vendor here inside of the hall building providing boxing classes to the community of all ages. They are a professional, licensed, and sanctioned club by USA Boxing and are interested in hosting their own boxing showcase here inside the District. Coach Elias, who operates the club, has reached out to DA to seek permission and understand the procedure involved in hosting the Calwa Mega Boxing Show. Attached you will see a document that was provided to Coach Elias regarding what items he would need to provide to start the process. Their impact on the community has been positive and obvious with a full club Monday-Thursday. In the past, with previous boxing coaches, the District has allowed for boxing shows to occur without incident. Coach Elias has assured the District that all of the proper protocols will take place for the event and that he will adhere to all of the District rules and regulations.

REASON FOR RECOMMENDATION:

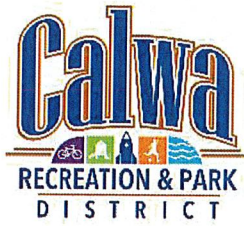
Finalize and approve agreement for Calwa Boxing Club for the Calwa Mega Boxing Show.

FISCAL IMPACT:

District will generate \$500.00 in half park rental fees.

Attachments:

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



CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

Calwa Boxing Club Event

August 19, 2023

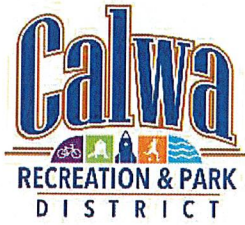
7:30am-6pm (early morning weigh ins and clean up for 6pm).

Needs:

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

District Will Need:

- Agreement in place that the board of directors will need to approve.
 - ✓ Approval date will be June 20 or July 18
 - ✓ Site map
 - ✓ Security Guards
 - ✓ Sponsorship banners
 - ✓ Canopies
 - ✓ Signed agreement with board
 - ✓ Attend board meeting June 20th, 2023.
 - ✓ Emergency Action Plan
- Single document with the following information:
 - Number estimated people attending
 - Whats included with a sanctioned boxing event: for example: physician, insurance, etc...
 - Number of vendors you are expected to have



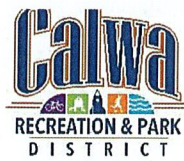
For the Meeting of: 07/18/2023
Agenda Item No.: F-2

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

- Types of vendors: can be brief description for example: selling boxing equipment, selling soda/water, selling tacos, etc...
- Detailed itinerary of each start and end time for the entire event: for example: time of first fight, how many rounds, expected time of completion of that single fight.

District Will Assist In:

- Seeking donations (seeking donation for the belts/trophies for the kids)
- Letter of support for their donation outreach
- Will not supply staff that day.



AGREEMENT BETWEEN CALWA RECREATION AND PARK DISTRICT AND ELIAS BALIJOS

“CALWA BOXING CLUB MEGA BOXING EVENT”

This Agreement (“Agreement”) is made and entered into this 18th day of July 2023, by and between the Calwa Recreation and Park District, a special district (hereinafter called “District”), and Elias Blajos representing Calwa Boxing Club. (hereinafter called “Permittee”)

RECITALS

- A. District provides groups with the opportunity to have special events; and
- B. Permittee currently provides a recreational boxing program within the Districts and has an vendor agreement with the District, is interested in holding a special event regarding the (2023) Calwa Boxing Club Mega Boxing Showdown on District Property; and
- C. District and Permittee wish to enter this Agreement to have Permittee hold the Calwa Boxing Club Mega Boxing Showdown at Calwa Park, also referenced as “Premises.”

AGREEMENT

1. Use of Park Location. District gives permission to Permittee, use of Calwa Park for its Calwa Boxing Club: Mega Boxing Showdown (“Event”). The Event will be held on August 19, 2023 (“Event Days”). The Park shall be available on August 19th at 7:00am for set up, and the event shall take place on August 19, 2023, with a takedown time on August 19th, 2023 not to exceed 8pm of August 19th, 2023.
2. Location and site plan. A site plan which depicts where activities will take place and is attached hereto as Exhibit “A” and incorporated by reference. Only the areas shown on the Site Plan may be used.
3. Payment.
Permittee shall pay the District as follows:
 - a. Cleaning/Repair Deposit: Permittee shall provide a deposit of \$250. Failure to adhere to rules stated in “6. Terms and Conditions” shall result in a \$500 charge to Elias Blajos and Calwa Boxing Club.
 - b. Park Rental for the Event Days shall be \$500.00. This Agreement shall not be effective and binding until signed by both parties and until the \$500.00 payment is received by the District. The balance of \$500.00 shall be paid five (5) days before the Event Day.
 - c. If assistance is needed from an employee using District Equipment, a cost of \$250.00 per day will be implemented.
4. Contracts, Permits, and Licenses.
 - a. Permittee shall obtain and pay for all permits and licenses which Permittee may be required to obtain or pay for to carry on any and all of Permittee’s operations in connection with the Event. All permits and licenses must be submitted to the District Office (10) days before the event.

- b. Permittee shall obtain insurance as required by Section 8 of this Agreement and shall provide a Certificate of Insurance to the District Office ten (10) days before the Event Day.
- c. Permittee shall follow all procedures in compliance with USA Boxing.

5. Operation. During the term of this Agreement, Permittee shall manage and operate the Event. The hours of operation shall be 7:00 am until 6:00 pm. Event hours 9:00 am to 4:00pm. The Permittee must ensure that everyone leaves the premises by closing time. It is anticipated that 150 attendees (estimate) will attend the event.

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

- a. Only the areas shown on the Site Plan will be used.
- b. Permittee shall obtain and pay for 1 security guard from a local firm. A copy of the contract with the security guard company must be submitted to the District Office by five (5) days before the Event Day.
- d. No alcohol, cigarettes, marijuana or unlawful drugs may be brought in and/or used on premises. Failure to implement this term may result in deduction from deposit.
- e. The contact person must attend a “Walk Through” Inspection of premises with designated District personnel. The walk-through must be held before the day of event. The contact person must also attend walk-through inspection of premises after the event.
- f.
- g. The District shall be notified immediately of any emergencies regarding serious injury to persons and to District facilities such as plumbing, electricity, structural damages, or dangerous conditions.
- h. No canopy or tent which utilizes drilling may be used on the District Parking lots or paved areas.
- i. The Calwa Concession Stand shall be allowed to remain open during the event.
- j. The following contact person shall be present during the entire event:
 - (I) Name: Elias Blajos
 - (ii) Mobile Phone: 559-470-5450
 - (iii) Address: 4545 E. Church Ave, Fresno CA 93725
 - (iv) Email Address: eliasrblajos@yahoo.com
- k. Any repairs to the Premises shall be made within ten (10) days after the Event has been completed.
- l. All activities will be subject to park rules and will be enforced by Calwa Park personnel. However, Permittee is responsible for ensuring that park rules and the terms and conditions of this Agreement are met.
- m. Failure to comply with Calwa Park Rules and Regulations will result in early termination of the Event and forfeiture of all fees and deposits paid to Calwa Recreation and Park District. A copy of the Calwa Park Rules and Regulations has been provided to Permittee.
- n. The Permittee will forfeit the right to use Park premises and/or facilities for any breach of this Agreement.
- o. No vehicles will be allowed on District grass areas, all vehicles must remain in the District’s parking lot or designated areas along Barton and Florence Aves.
- p. District is allowed to capture photos and video and showcase on Districts social media or District website for promotional/marketing purposes.

- q. Health officials are required to be in attendance during the event.
- r. Emergency site plan is required.
- s. Privacy netting will be allowed to go up around the basketball court area, after the completion of the event, privacy netting will be removed by Permittee.
- t. Must provide a detailed itinerary of schedule of fights to District.

7. Default. If Permittee fails to make payments as set forth in this Agreement, District will consider that a breach of the Agreement. If Permittee fails to deliver required permits and contracts per the Agreement, District will consider that a breach of the Agreement and the Event may not be held.

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

9. Indemnification. Permittee shall hold harmless, defend, and indemnify District and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Permittee's performance hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

10. Clean up. The responsibility of clean-up shall include a thorough clean-up of the Park area on a regular basis, but in no event not less than once every day at closing time by Permittee. District Staff may assist with clean up, but will not be solely responsible for clean-up of the premises after event. If District Staff indicate that they WERE solely responsible for clean-up, a charge of \$250.00 will be invoiced to Calwa Boxing Club.

11. Cancellation. Permittee has NO right to cancel this Agreement, due to the date of acceptance of this agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written.

13. Amendment. This Agreement shall not be amended, modified, revoked, or terminated, and no obligation, duty or liability of any party may be related, discharged, or waived except by a written instrument duly executed by the parties.

14. Assignment. The rights, duties, and obligations of this Agreement shall not be assigned or delegated by Permittee without the prior written consent of District, in its sole discretion. Any assignment which District has not consented to shall be fees that have been deferred shall become immediately due and payable. Except as expressly provided, this Agreement shall insure to the benefit of and bind all successors in interest to the Property.

15. Attorneys' Fees. In the event of any arbitration, legal action, or other proceeding between the parties with respect to this Agreement, or the use, enjoyment, operation, or condition of this Agreement (an "Action"), the prevailing party shall be entitled to payment from the non-prevailing party of its reasonable attorneys' fees, arbitration fees, court costs, and litigation expenses, as without limitation, a party: (a) who agrees to dismiss an Action on the other party's performance of the covenants allegedly breached, (b) who obtains substantially the relief is has sought, or © against whom an Action is dismissed (with or without prejudice).

16. Venue. Any Action arising out of this Agreement shall be brought in Fresno County, Californian, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Recitals. All recitals at the beginning of this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals.

18. Headings. The headings of the various sections of this Agreement are included solely for reference purposed and are not intended for any purpose whatsoever to modify, explain, or place any construction on any construction on any of the provisions of this Agreement.

19. Counterparts. The Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other party.

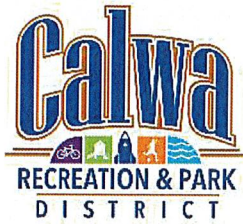
20. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

“District” Representative
Calwa Recreation and Park District
Adam J. Ramos
District Administrator

Signature: _____ Date: _____

“Permitee” Representative
Elias Blajos

Signature: _____ Date: _____



For the Meeting of: 07/18/2023
Agenda Item No.: F-3

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Park Rental Agreement for CBDIO's: La Guelaguetza Fresno 2023.

RECOMMENDATION:

That the Board receive report, discuss, and approve park rental agreement for CBDIO's: La Guelaguetza Fresno 2023.

SUMMARY:

The District has hosted this event in the past in 2022. It centers around the Oaxaca Indigenous culture and this event will showcase those traditions. The main draw for this event is the dancing and food. Event organizers stated that they expect to have a large variety of dancers showcasing the Oaxaca style and technique. The event hosts have stated that they will utilize the whole park and have food vendors, a stage for dancing showcases, retail vendors, resource booths, and more. They will use the hall as a cooling and changing station, it is stipulated in the contract that any personal items in the hall are not the responsibility of the District. This event is expected to bring in 1,500-2,000 over the course of the day. Parking will be within the parking lot and they have been directed to have staff/volunteer direct traffic. Are required to have restrooms, security, trash services, and all of those are within the contract. The deposit has been paid \$500 and the \$1,000.00 due to non-profit pricing, since a quote was established before the new charges took effect DA will honor the previous price point.

REASON FOR RECOMMENDATION:

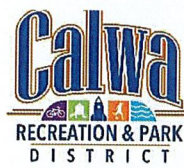
To approve park rental agreement for CBDIO's: La Guelaguetza Fresno 2023.

FISCAL IMPACT:

District will generate \$1,000 in park rental fees.

Attachments:

- Agreement for CBDIO's: La Guelaguetza Fresno 2023.



AGREEMENT BETWEEN CALWA RECREATION AND PARK DISTRICT AND Sarait Martinez

"GUELAGUETZA"

This Agreement ("Agreement") is made and entered into this 18th day of July 2023, by and between the Calwa Recreation and Park District, a special district (hereinafter called "District"), and Sarait Martinez representing CBDIO Cultural Event (hereinafter called "Permittee")

RECITALS

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

AGREEMENT

1. **Use of Park Location.** District gives permission to Permittee, use of Calwa Park for its Guelaguetza ("Event"). The Event will be held on September 25th, 2022 ("Event Days"). The Park shall be available on September 24th at 5:00 am for set up, and the event shall take place at 9am on September 24, 2023, with a takedown time on September 24, 2022, not to exceed 7pm of September 24, 2023.
2. **Location and Site Plan.** A site plan which depicts where activities will take place and is attached hereto as Exhibit "A" and incorporated by reference. Only the areas shown on the Site Plan may be used.
3. **Payment.** Permittee shall pay the District as follows:
 - a. **Cleaning/Repair Deposit:** District shall provide the park a deposit of \$500. Failure to adhere to rules stated in "6. Terms and Conditions" may result in a \$500 charge to the permittee, to be withdrawn from the deposit.
 - b. **Park Rental for the Event Days** shall be \$1,000.00. This Agreement shall not be effective and binding until signed by both parties and until the \$500.00 deposit payment is received by the District. The balance of \$1,000.00 shall be paid five (5) days before the Event Day date.
 - c. If assistance is needed from an employee using District Equipment, a cost of \$250.00 per day will be implemented, this charge will be withdrawn from \$500.00 deposit. District maintenance staff will be present to assist with supervision and normal daily work duties.
 - a. "Normal work duties" are defined as restroom clean up, hall clean up, and trash pick up assistance.
4. **Contracts, Permits, and Licenses.**
 - A. Permittee shall obtain and pay for all permits and licenses which Permittee may be required to obtain or pay for to carry on any and all of Permittee's operations in connection with the Event. All permits and licenses must be submitted to the District Office (10) days before the event.
 - B. Permittee shall obtain insurance as required by Section 8 of this Agreement and shall provide a Certificate of Insurance to the District Office ten (10) days before the Event Day.

5. **Operation.** During the term of this Agreement, Permittee shall manage and operate the Event. The hours of operation shall be 5:00 am until 7:00 pm. Event hours 9:00 am to 6:00pm. The Permittee must ensure that everyone leaves the premises by closing time. It is anticipated that 2,000 attendees (estimate) throughout the day, will attend the event.

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

a. Only the areas shown on the Site Plan will be used. The Hall will be used as a dressing area for the dancers associated with the event. District is not liable for any personal property within the hall associated with events participants.

b. Permittee shall obtain and pay for 4 security guards from a local firm. A copy of the contract with the security guard company must be submitted to the District Office by ten (5) days before the Event Day.

d. No alcohol, cigarettes, marijuana or unlawful drugs may be brought in and/or used on premises. Failure to implement this term may result in complete loss of deposit totaling \$500.00.

e. The contact person must attend a "Walk Through" Inspection of premises with designated District personnel. The walk-through must be held before the day of event. The contact person must also attend walk-through inspection of premises after the event.

f. Back restrooms, nearest the soccer fields will be closed. It is the responsibility of the Permittee to have 6 portable bathrooms available for this event. (Requirements may change based upon new estimates of attendees.)

i. Hand washing or disinfectant stations must be present during event. At minimum, 2 stations.

g. The District shall be notified immediately of any emergencies regarding serious injury to persons and to District facilities such as plumbing, electricity, structural damages, or dangerous conditions.

h. No canopy or tent which utilizes drilling may be used on the District Parking lots, paved, or concrete areas.

i. The Calwa Concession Stand shall be allowed to remain open during the event.

j. The following contact person shall be present during the entire event:

(I) Name: Sarait Martinez

(ii) Mobile Phone: 831-512-3316

(iii) Address: 2911 Tulare Street Fresno, Ca 93721

(iv) Email Address: sarait@centrobinacional.org

k. Any repairs to the Premises shall be made within ten (10) days after the Event has been completed.

l. All activities will be subject to park rules and will be enforced by Calwa Park personnel. However, Permittee is responsible for ensuring that park rules and the terms and conditions of this Agreement are met.

m. Failure to comply with Calwa Park Rules and Regulations will result in early termination of the Event and forfeiture of all fees and deposits paid to Calwa Recreation and Park District. A copy of the Calwa Park Rules and Regulations has been provided to Permittee.

n. The Permittee will forfeit the right to use Park premises and/or facilities for any breach of this Agreement.

o. No vehicles will be allowed on District grass areas, all vehicles must remain in the District's parking lot or designated areas along Barton and Florence Aves.

p. District is allowed to capture photos and video and showcase on Districts social media or District website for promotional/marketing purposes.

q. Trash bin rental is required. Size is dependent on the amount of waste the Permittee is estimating. Proof of rental is required 5 days before the event and the rental must be scheduled for pick up no later than 48 hours after completion of event, failure to have rental picked up within the 48 hours will result in a \$75 charge removed from the deposit.

r. District will permit marking areas for vendors. Marking will take place on green grass areas ONLY and spray paint is permitted. Areas NOT ALLOWED FOR MARKING include concrete, paved parking lots, foundation picnic structures, or other stationary structures.

1. If paint is found on concrete areas, a fee of \$75 will be removed from deposit.

s. Water access will only be found behind District Concession Stand, no additional hoses are allowed to be installed.

t. Waste from food vendors must be disposed of in waste bins provided by Permittee.

u. Permittee will be charging small entrance fee to the public.

v. Electricity will only be provided in areas capable of electrical use.

1. These areas are found in Field 1, central park area, and Field 2. All other electrical needs must be provided through Permittee via generators.

7. **Default.** If Permittee fails to make payments as set forth in this Agreement, District will consider that a breach of the Agreement. If Permittee fails to deliver required permits and contracts per the Agreement, District will consider that a breach of the Agreement and the Event may not be held.

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

9. **Indemnification.** Permittee shall hold harmless, defend, and indemnify District and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Permittee's performance hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

10. **Clean Up.** The responsibility of clean-up shall include a thorough clean-up of the Park area on a regular basis, but in no event not less than once every day at closing time by Permittee. District Staff may assist with clean up, but will not be solely responsible for clean-up of the premises after event. If District Staff indicate that they WERE solely responsible for clean-up, a charge of \$250.00 will be invoiced to Guelaguetza.

11. **Cancellation.** Permittee will have 10 days before the date of event to cancel without penalty. If Permittee cancels event 5 days from the date of the event a \$150 cancellation fee will be implemented and removed from deposit.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and

contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written.

13. **Amendment.** This Agreement shall not be amended, modified, revoked, or terminated, and no obligation, duty or liability of any party may be related, discharged, or waived except by a written instrument duly executed by the parties.

14. **Assignment.** The rights, duties, and obligations of this Agreement shall not be assigned or delegated by Permittee without the prior written consent of District, in its sole discretion. Any assignment which District has not consented to shall be fees that have been deferred shall become immediately due and payable. Except as expressly provided, this Agreement shall insure to the benefit of and bind all successors in interest to the Property.

15. **Attorneys' Fees.** In the event of any arbitration, legal action, or other proceeding between the parties with respect to this Agreement, or the use, enjoyment, operation, or condition of this Agreement (an "Action"), the prevailing party shall be entitled to payment from the non-prevailing party of its reasonable attorneys' fees, arbitration fees, court costs, and litigation expenses, as without limitation, a party: (a) who agrees to dismiss an Action on the other party's performance of the covenants allegedly breached, (b) who obtains substantially the relief is has sought, or © against whom an Action is dismissed (with or without prejudice).

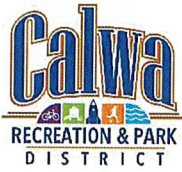
16. **Venue.** Any Action arising out of this Agreement shall be brought in Fresno County, Californian, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. **Recitals.** All recitals at the beginning of this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals.

18. **Headings.** The headings of the various sections of this Agreement are included solely for reference purposed and are not intended for any purpose whatsoever to modify, explain, or place any construction on any construction on any of the provisions of this Agreement.

19. **Counterparts.** The Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other party.

20. **Severability.** If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.



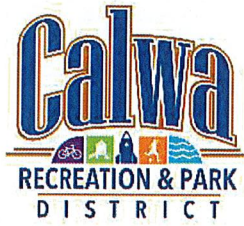
"District" Representative
Calwa Recreation and Park District
Adam J. Ramos
District Administrator

Signature: _____ Date: _____

"Permitee" Representative
Sarait Martinez

Signature: _____ Date: _____

DRAFT



For the Meeting of: 7/18/2023

Agenda Item No.: F-4

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

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

RECOMMENDATION:

That the Board receive report, discuss, and approve agreement with Southeast Youth Fresno Soccer League.

SUMMARY:

Southeast Fresno Youth Soccer League representatives approached District to use the soccer fields as their permanent location for their league for Fall 2023 season. This league includes children's soccer teams that vary in ages from 4-17. After the second season with the league, we have seen a drastic increase in community park participation, event participation, and expanded network with their community leaders. The fields are in great shape after their use of the first season and we do not anticipate any issues moving forward with this partnership. The price points have been adjusted to reflect the new resolution passed in the previous meeting.

REASON FOR RECOMMENDATION:

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

FISCAL IMPACT:

The revenue generated from this agreement will total \$1,800.00

Attachments:

- Field Use Agreement

CALWA RECREATION AND PARK DISTRICT FIELDS USE AGREEMENT

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

DISTRICT AND LICENSEE AGREE AS FOLLOWS:

1. **Term:** This Agreement shall commence on August 12, 2023, and end on November 12, 2023, or unless terminated earlier as provided in this Agreement. If Licensee wishes to renew for another 3-month period, Licensee shall provide notice to District thirty (30) days before the 3-month period ends. Upon receipt of renewal request, the Board of Directors will determine whether to renew the term.

2. **Premises:** District, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Licensee a license to use the Soccer Fields 3 and 4, hereinafter referred to as “Fields,” solely to conduct soccer practices and organized games for multiple teams of various age groups.
 - a. District agrees to permit exclusive field use of the two north fields, fields 3 and 4.
 - b. Licensee agrees to accept the fields in its “as-is” condition “with all faults.”

District will provide field repairs that are a result of the normal wear and tear of field use and provide repairs to “water valve potholes” through filling and artificial turf, in assistance with the leagues field maintenance professionals.
 - c. District agrees to provide adequate lighting in the Fields and external restrooms.
 - d. District agrees to provide small storage for Licensee’s chalking tools and 4 small foldable goal posts. Middle Restroom will act as part time storage. Two keys will be provided to Licensee.
 - e. District agrees to allow Licensee to chain up larger soccer goal posts to fields 2 and field 3.

3. **Licensee’s Requirements:** Licensee shall:
 - a. Use the Premises to perform organized soccer games and practices use only. Any other use may only be permitted in writing by the District Administrator.
 - b. Be responsible for chalking or painting the fields lines for fields 2 and 3 only.
 - c. Be responsible for storing away equipment used for league purposes.
 - d. Conduct practices and games on fields 2 and 3 only.
 - e. Provide, unless otherwise agreed upon by both parties, and be solely responsible for, all necessary equipment, records, and clean-up to insure effective instruction and safety of all players.
 - f. Calwa Residents who can verify physical address will be entitled to a discounted league registration fee of 20% off.
 - g. Licensee further agrees that District shall not at any time be liable for damage to Licensee property in or upon the facility, even when left outside dates and times of

permitted use.

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

4. **Dates and Times of Permitted Use:** The practices will be commencing at 5:30 p.m. and ending at 8:30 p.m. Monday through Friday, and Saturday 8:00 a.m.-5:00 p.m. starting on 8-12-23. Field use shall reflect agreed hours and not exceed agreed times.

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

5. **License Fee:** Licensee shall make payments in the amount of \$1,800.00, to the District as a license fee for the use of two soccer north Fields 3 and 4, the amount will be due on or

before the 1st of every month or paid in full. Price was reduced from \$2,550.00 due to Licensee and participants being residents of the Calwa Recreation and Park District as well as having a 501(c) Non-Profit Status.

6. **Independent Contractor:** Licensee enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Licensee agrees that they are not and will not become employees, partners, agents, or principals of District while this Agreement is in effect. Licensee is responsible for providing, at their own expense, disability, unemployment, and other insurance, workers' compensation, training, permits and licenses for themselves and for their employees and subcontractors.
7. **Compliance with Laws and Regulations:** Licensee shall, at Licensee's expense, faithfully observe and comply with all District, Municipal, State and Federal laws, regulations, rules, requirements and orders (collectively referred to as "Rules"), now in force or which may hereafter be in force pertaining to Hall, its building or use thereof.
8. **Indemnification and Insurance:**

8.1 Indemnification.

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

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

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

8.2 Insurance.

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

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

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

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

CALWA RECREATION AND PARK DISTRICT

Adam Ramos District Administrator

Date

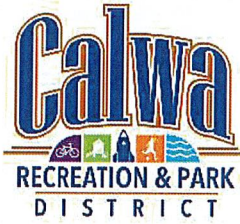
SOUTHEAST YOUTH FRESNO SOCCER LEAGUE

President Rose Membrila

Date

Vice President Joe Hinojosa

Date



For the Meeting of: 07/18/2023

Agenda Item No.: F-5

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

TO: Board of Directors

FROM: Hilda Cantú Montoy, District Counsel

SUBJECT: Consider Matters relating to District Administrator's Resignation

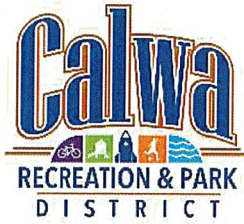
RECOMMENDATION: This report is prepared with direction from Chair Zamora.

- A. That the Board discuss the transition and the recruitment process for new District Administrator
- B. That the Board appoint an Ad Hoc Committee to work on Transition Matters
- C. That the Board appoint an Ad Hoc Committee regarding Recruitment.
- D. That the Board consider retaining Mr. Adam Ramos as consultant to perform duties on a part-time basis and provide direction on hours, rate, scope of work.
- E. That the Board approve resolution regarding checks and banking as follows:

A Resolution Of The Board Of Directors of the Calwa Recreation and Park District Regarding Procedures For Checks, Warrants, or Other Orders for the Payment of Money; Authorizing Persons in Specified Positions to Act As District Signatories; Authorizing Specified Positions To Pick Up Validated Checks and Blank Checks Stock; and Directing Staff To Update All Necessary County and Bank Documents.

SUMMARY:

On July 10, 2023, Adam Ramos tendered his resignation as District Administrator effective July 21, 2023. The Board should consider the matters listed under Recommendations to ensure a smooth transition and to commence recruitment. As to item D, in his resignation letter Mr. Ramos references serving as a consultant. In that regard, this office discussed that potential with Mr. Ramos. He will be working Monday through Thursday in his new job and is amenable to working as consultant to District on Fridays and Saturdays. His request is \$30.00 per hour.



For the Meeting of: 7/18/2023

Agenda Item No.: G-1

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Informational Report on all District updates, and other information.

RECOMMENDATION:

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

SUMMARY:

See attached District Administrator report on updates regarding District updates, and other information.

REASON FOR RECOMMENDATION:

Inform Board on updates regarding District updates and other information.

FISCAL IMPACT:

There is no fiscal impact resulting from this report.

Attachments:

- DA Report

Calwa Recreation and Park District

DA Park Updates

July 14, 2023

Staff

DA has provided letter of resignation and following memo, please review documents. New staff member is Brenda, and she will be acting as a Part Time Office Support Staff as well as assisting with Programs and Events. This is a dual, part time, role. Once new District Administrator arrives they can direct new roles and scheduling. Gaby will also act as PT Office Support Staff while leading programs. The two will act as one to meet the work demands of their program and events. They both have been fully trained to operate the office.

All staffing have been informed of DA's departure.

Board Meeting

Next regular board meeting will take place on **July 18, 2023** @ 5:30pm. If you cannot attend the meeting, please let me know as soon as possible.

Events

COMPLETED EVENTS:

Central Valley Flag Football League has completed their season extension. They completed their last game on June 30th, and will pursue a new agreement during the fall season.

District partnered with Sovereign Ministries and the Central California Food Bank to provide food distribution services to the community on July 12th from 10am-12pm. This will be a reoccurring program for the community and will be on the 2nd and last Wednesday of the month, you can see we put up signs in front of the park fencing.

UPCOMING EVENTS

Calwa Park has partnered with Binational of Central California to host a backpack and school supplies give away. We are expected to donate over 500 school supply items and assist with backpack distribution for this event. It will take place on July 22nd, 2023 from 9am-12pm. Binational will be providing a majority of the backpacks, raffle prizes, and have music present.

CBDIO La Guelaguetza Fresno 2023 will be taking place, if agreement approved, on September 24th. Agreement has been provided to board within the July board meeting for final approval. Board has previously approved all agreements for this event in the last 2 years.

Calwa Boxing Club: Mega Boxing Event, will be taking place, if agreement approved, on August 19, 2023. This event will be a small showcase in the basketball fenced area and we will a USA Boxing sanctioned event. Coach Elias, who runs the Calwa Boxing Club, will coordinate and lead the event with assistance from the DA. The agreement was provided for the July 18, meeting. This was presented in the June regular board meeting and Board direction was provided within the language of the agreement. This event will have doctors on site, follow all rules of the USA Boxing as well as the Districts, and will have security on site as well. No vendors will be

present other than one taco stand and one merchandise stand. This event will showcase children and no adults will participate in the showcase.

Programs

UPCOMING PROGRAMS

- Last session of Summer Camp will take place July 17-24.. Flyers have been created but will distribute once we get closer to the dates, is a registration process using a QR code. The program has averaged close to 15-20 per day. We have maxed out of the camp registration at 25 students.
- Toddler Indoor Soccer is going back to single day lessons which will be every Monday from 5:15-6:00pm
- Zumba Kids is currently on pause as staff hours are being used to operate the summer camps. Once the last week of camp is completed, Zumba Kids will return.

Financials

- Preliminary budget was passed at the June regular board meeting. Final budget will be on July regular meeting session.

Maintenance Updates

- Watering schedule for the park is on the three-day schedule per the City of Fresno's requirements. Districts watering schedule on Tuesday, Thursday, and Saturday.
- Construction on Barton Ave, will be taking place within the next few days. The recycling center will have an access point created by the City for the operation of their business. Estimated completion date of road is not to exceed mid-August.
- Fencing issues are being addressed and repairs will be inhouse.
- Hall will undergo external paint job before DA's last day.
- AC Unit Thermostat will be converted to a new digital smart thermostat. We have been having issues where AC is being left on by staff overnight, so this will allow Daniel to check on the AC from his phone and turn off the AC remotely if needed. This will cost the District \$130 and Daniel will install.
- Backflow testing was completed on Wednesday 7-12-23 and this is an annual test that is required by the City of Fresno. Unfortunately, one of the pumps didn't pass and does need repair. We were quoted by one company for those repairs of \$3,200.00 DA is seeking other quotes for the repairs needed.

Miscellaneous.

- DA received an inquiry from a new Zumba instructor, she would like to host a class in the morning hours of 9am-10am. This does not conflict with any other instructors schedules and a rough draft agreement is in development. Potential revenue generated for this new instructor is estimated from \$150-\$200 per month, if approved.
- DA received an inquiry from a Church Youth Group Pastor who wishes to host a fund-raising event. The event will be a soccer tournament for co-ed adults, this is a one day event, and discussions are currently taking place with nothing finalized.

Open Project Updates

- **PROP 68**
 A final design and blueprint as provided to the DA. Please see the graph below for a timeline of events.

- **SOCCKER COMPLEX**
 Soccer complex is on pause as we finalize all of the swimming documents and requests.

“PROP 68 TIME TABLE”

