



**CALWA RECREATION & PARK DISTRICT
MEETING AGENDA**

www.calwarecreation.org

MINUTES
SPECIAL BOARD MEETING
NOTICE AND AGENDA
February 5, 2026
4545 E. Church Ave, Fresno CA 93725
6:30 PM

BOARD CHAIRPERSON

Esmeralda Zamora, Chair

DISTRICT ADMINISTRATOR

Tim Chapa

BOARD VICE CHAIR

Raul Guerra Vice Chair

DISTRICT COUNSEL

Hilda Cantú Montoy

BOARD MEMBERS

Joseph Perez, Board Member

Mary L. Rosales, Board Member

Vacant, Board Member

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 – *Meeting began at 6:35PM with all four members present.*

A. INVOCATION AND FLAG SALUTE

B. APPROVAL OF AGENDA – *Motion by Member Perez, seconded by Member Rosales, approved 4-0.*

C. PUBLIC COMMENTS – *None.*

Members of the public who wish to address the Board on matters *not* on this agenda may address the Board at this time. Each individual is limited to three minutes. 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. Speakers are requested to wait until recognized by the Board Chair. Members of the public who wish to address the Board matter *on this agenda* may address the Board when the item is called. 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 – *Motion by Member Guerra, seconded by Member Rosales, approved 4-0.*

RECOMMENDATION: That the Board consider review and approve the Minutes for the meetings of December 16, 2025.

E. NEW BUSINESS

1. **SUBJECT:** Board Appointment to Fill Vacant Board Position – *Motion by Member Perez, seconded by Member Guerra, approved 4-0.*

RECOMMENDATION: That the Board consider applications for the vacant Board position and after selection adopt Resolution No. 2026-01 making appointment to fill the vacancy, or direct staff to bring a resolution calling (a special election) set by the Board.

2. **SUBJECT:** Staff and Project Updates - *No reportable action.*

RECOMMENDATION: That the Board review and accept the report.

F. CLOSED SESSION

1. Conference with Legal Counsel -- Anticipated Litigation Pursuant to Government Code § 54956.9
One Case. - *No reportable action.*
2. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6 - *No reportable action.*
District Representatives: Directors Zamora and Rosales
Unrepresented Employee: District Administrator

G. BOARD MEMBER COMMUNICATIONS/REQUESTS FOR FUTURE AGENDA ITEMS

(No discussion; only brief reports or requests for future agenda items)

Member Perez requested a further review/discussion of the Kiddie Play Area at a future meeting.

H. ADJOURNMENT – Adjourned 7:30PM.

Access to Agenda. Generally, agenda packets and other public documents are available for inspection by the public at the District Office located at 4545 E. Church Avenue,

Fresno, CA. You may request meeting agendas by email, you can ask to be added to the mailing list by calling (559) 264-6867 or send your request by email to info@calwarecreation.org. The agenda packet is posted at www.calwarecreation.org.

Reasonable Accommodation. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling 559-264-6867 or emailing tchapa@calwarecreation.org

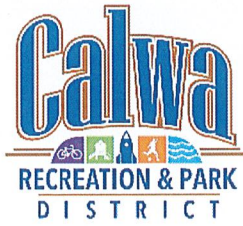
Español. Para asistencia en español sobre este aviso, por favor llame a (559) 264-6867.

NEXT REGULAR MEETING: February 17, 2026.

Certification of Posting

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 **February 4, 2026.**

Tim Chapa



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

TO: Board of Directors

FROM: Tim Chapa, District Administrator

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

ATTACHMENTS: Field Use Agreement

RECOMMENDATION:

That the Board consider approval of the Spring 2026 agreement with Southeast Youth Fresno Soccer League.

SUMMARY:

Southeast Fresno Youth Soccer League representatives request continued use of the District soccer fields as their permanent location for their league for Spring 2026 season. This league includes children's soccer teams that vary in ages from 4-17. The league has seen a significant increase in community park participation, event participation, and expanded network with their community leaders. The League field rental will run from February 23rd through May 30th.

In addition to using Fields 2 & 3 M-F for \$2,920, the League is adding the following to the Spring Contract:

- 10 Sunday Games on Fields 1 & 3 \$550
- 12 2-hr Futsal Practices, Both Fields, Wednesdays \$800

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 \$4,270.

CALWA RECREATION AND PARK DISTRICT FIELDS USE AGREEMENT

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

DISTRICT AND LICENSEE AGREE AS FOLLOWS:

1. **Term:** This Agreement shall commence on February 23, 2026, and end on May 30, 2026, 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 2 and 3, 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 2 and 3, as well as Field 1, Sunday and Futsal use as per Section 4, below.
 - 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. District agrees to allow Licensee to place a storage unit (C-train) at the Licensee’s cost for additional storage. The location to be determined by the District Administrator.
 - 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 1, 2 and 3.
 - c. Be responsible for storing away equipment used for league purposes.
 - d. Conduct practices and games on fields as allowed under Section 2.a.
 - e. Provide, unless otherwise agreed upon by both parties, and be solely responsible for, all necessary equipment, records, and clean-up to insure effective instruction and safety of all players.
 - f. Calwa Residents who can verify physical address will be entitled to a discounted

league registration fee of \$25 off, for new players only.

- 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 4-19; 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 for Fields 2 & 3. Additionally, Field 1 will be used for Saturday games, Fields 1 & 3 will be used for 10 Sunday games, and the Futsal Court Fields will be used for 12 Wednesday practices for 2 hours each during the term of the agreement. Field use shall reflect agreed hours and not exceed agreed times.

- a. No access will be granted during District Holidays when the Park is closed.
- b. Failure to vacate the premises outside of the permitted dates and times of use shall constitute a breach of this contract.
- c. Licensee shall submit a written schedule to District Administrator for approval.
- d. No alcohol is allowed while participating in games/practices.
- e. No drug use is allowed while participating in games/practices.
- f. All trash must be cleaned up by Licensee prior to every field use.
- g. Licensee will be responsible for marking out their field boundaries and is allowed to use spray paint or chalk on fields.
- h. District will be responsible for providing goal posts for the leagues.

- i. Licensee may host tournaments for an adjusted park rental fee, TBD with District Administrator if applicable on future dates and will require new Field Use Agreement with District.
 - j. District will give a two week notice when the park will be used for community outreach events or whole/half park rentals. District will provide a prorated reimbursement for day(s) lost due to events or park rentals.
 - k. Games are regularly scheduled for Saturdays and Sundays. Make-up games may be played during the week during the term of the agreement, subject to a minimum two day notice to the District Office. Only regularly scheduled games may be made-up and played during the week.
5. **License Fee:** Licensee shall make payments in the amount of \$1,423.33 per month or at the Licensee's discretion full payment of \$4,270 can be made up front, to the District as a license fee for the use of the fields as per Section 2, the amount will be due on or before the 1st of every month or paid in full. Price was reduced due to Licensee and participants being residents of the Calwa Recreation and Park District as well as having a 501(c) Non-Profit Status.
6. **Independent Contractor:** Licensee enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Licensee agrees that they are not and will not become employees, partners, agents, or principals of District while this Agreement is in effect. Licensee is responsible for providing, at their own expense, disability, unemployment, and other insurance, workers' compensation, training, permits and licenses for themselves and for their employees and subcontractors.
7. **Compliance with Laws and Regulations:** Licensee shall, at Licensee's expense, faithfully observe and comply with all District, Municipal, State and Federal laws, regulations, rules, requirements and orders (collectively referred to as "Rules"), now in force or which may hereafter be in force pertaining to Hall, its building or use thereof.
8. **Indemnification and Insurance:**

8.1 Indemnification.

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

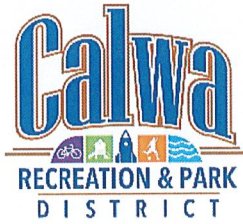
Licensee hereby releases District from any and all liability or responsibility to Licensee or anyone claiming through or under Licensee by way of subrogation or otherwise for any loss or damage to equipment or property of Licensee covered by any insurance then in force.

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

8.2 Insurance.

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

9. **Restoration:** If any damage occurs to the Fields, fixtures or equipment, or if any repairs or replacements need to be made to those as a result of Licensee exercise of its rights under this Agreement, Licensee shall pay District for any such damage, repairs or replacements upon demand by District.
10. **Assignment and Sublicensing:** Licensee shall not assign any interest in this Agreement or otherwise transfer or sublicense the Hall or any part thereof the use of the Fields to any party. All legal obligations and responsibilities assigned to Licensee in this Agreement are hence transferred to the substitute for the agreed period but may not exceed two weeks.
11. **Termination:** This Agreement may be terminated based upon any one or more of the following events:
 - a. Termination for Convenience with 30 days' notice to the other party.
 - b. With 5 days' notice for failure of Licensee to pay the License Fee by the last day of the month.
 - c. With 5 days' notice for Licensee' failure to perform any of the terms and conditions of this Agreement.



For the Meeting of: 2/17/26
Item: E.2

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: Tim Chapa, District Administrator

SUBJECT: Food Distribution Agreement

ATTACHMENTS: Agreement with Exhibit

RECOMMENDATION:

That the Board consider approval the agreement for community food distribution with Sovereign Ministries @ New Hope Church.

SUMMARY:

Sovereign Ministries @ New Hope Church has been providing free food distribution to the Calwa community twice a month for approximately the past two years here at the park. Based on an interaction with one of the participants and staff, it came to our attention that there is no formal agreement in place for the provision of these services. There is also no additional named insured coverage to the District during this event.

REASON FOR RECOMMENDATION:

To continue relationship with Sovereign Ministries @ New Hope Church, the agreement formalizes the twice monthly event and includes additional named insurance coverage to the District. It also clarifies the authority of the District to restrict service to any participants who violate park rules.

FISCAL IMPACT:

NA as the event would continue to be a no-charge event.

**LICENSE AGREEMENT BETWEEN THE CALWA RECREATION AND
PARK DISTRICT AND SOVEREIGN MINISTRIES @ NEW HOPE
CHURCH**

This License Agreement (“Agreement”) is made and entered by and between the Calwa Recreation and Park District, hereafter referred as “District” and Sovereign Ministries @ New Hope Church hereinafter referred to as “Licensee.”

RECITALS

A. The District owns property known as Calwa Park located at 4545 E. Church, Fresno, CA 93725.

B. Licensee is a church which provides food distribution services in various communities including the District.

C. Licensee has been providing food distribution at Calwa Park for approximately the last 3 years.

D. District and Licensee wish to enter this Agreement to formalize the use of Calwa Park by Licensee for food distribution.

E. The Board has determined that it is in the best interest of the District to have the food distribution services available for District residents.

AGREEMENT

1. Description of Property. District is the owner of Calwa Park located at 4545 E. Church, Fresno CA 93725, (“Property”), and more particularly depicted in **Exhibit A** attached to this Agreement and hereby incorporated by reference.
2. Grant of License. Licensee agrees to use the Property solely for the purpose of providing food distribution to local residents twice monthly on the second and fourth Wednesday of the month. LICENSEE shall not use the Property for any other purpose without first obtaining the written permission of DISTRICT. If dates and times need to be amended, Licensee will seek approval from District Administrator.
3. Term. This Agreement shall commence when the Agreement is signed by both parties and will run on a month to month basis unless sooner terminated as provided for in this Agreement.
4. No Payment Required. As the purpose of this license is to provide health and welfare benefits to the community, there will be no charge for the use of Property. However, Licensee is responsible for any damage caused by Licensee or its participants.

5. Compliance with District Rules and Laws. Licensee will comply with all rules and regulations of District and with any city, county, or state laws. Licensee will ensure that persons who threaten District employees or damage District property are not eligible to obtain food distribution services at Calwa Park. Violation of this Agreement shall be cause for termination of the License.
6. License Non-assignable. This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this License.
7. Termination. This Agreement may be terminated for cause based on violations of the provisions of this Agreement. Licensee shall receive five days' notice. Either party may terminate the License for convenience by giving thirty days' written notice.
8. California Law Applies. This License and matters related to it shall be governed by the laws of the State of California. The parties consent to jurisdiction and venue of any dispute arising in connection with this License in the County of Fresno, State of California.
9. Amendments. This Agreement may be modified or amended only by a written duly authorizing and executed by both District and Licensee.
10. Indemnity. Licensee shall protect, defend, indemnify, and hold harmless District, its employees, elected officials, agents, and representatives from any and all claims, demands, losses, costs, liabilities and damages arising out of Licensee's use or occupation of the Property, including, without limitation, the acts or omissions of Licensee, its agents, employees, invitees, or any other person; any breach by Licensee of any provision of this License, and/or the conduct of business on Property.
11. Insurance. Licensee further agrees to maintain in full force during the term of this License, at its own expense, a policy of comprehensive liability insurance, including property damage, which will insure Licensee and District against liability for injury to persons, damage to property, and death of any person occurring in or about the Property. Licensee shall also maintain workers' compensation insurance. The policy shall be approved as to form and insurance by District.
12. District Not Agent For Licensee. Nothing in this License shall be construed or interpreted to make District anything but a District and in all of its activities and operations pursuant to this License, District shall for no purpose be considered agent of Licensee, nor shall Licensee be considered to be an agent of District.
13. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

14. Entire Agreement. This Agreement constitutes the entire agreement between District and Licensee relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

In witness whereof, the parties sign and date this document as set forth below.

CALWA RECREATION AND PARK DISTRICT

Tim Chapa, District Administrator

Date: _____

SOVEREIGN MINISTRIES @ NEW HOPE CHURCH

Mark Addis
Senior Pastor

Date: _____

EXHIBIT A

Calwa Park Site

4545 E. Church Avenue, Fresno, CA





CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: Hilda Cantu Montoy, District Counsel

SUBJECT: Amendment No. 1 to Agreement for Employment with District Administrator Tim Chapa.

SUMMARY:

This report has been prepared at the direction of the Ad Hoc Committee comprised of Directors Zamora and Rosales. They have conducted negotiations with the District Administrator regarding his employment agreement pursuant to Board direction. The Board is asked to consider approval of Amendment No. 1 to Agreement for Employment of District Administrator with Tim Chapa.

Brown Act Requirement. The Brown Act Requires that prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive during the open meeting in which the final action is to be taken. (See Government Code § 54953 (c)(3)). A summary of the amended Agreement is described in this staff report per the text that is required to be read aloud by the Board Chair or other Member of the Board.

(The following is to be read by Chair or other Member of the Board)

Announcement - If approved, the proposed Amendment No. 1 to Agreement for Employment of District Administrator provides as follows:

- The term of the Agreement is extended by two years to November 28, 2028.
- Employee will work three (3) days a week from Tuesday to Thursday. The general duty hours will be from 9:00 a.m. to 2:00 p.m. It is understood that additional days and times may be required. There will be flexibility on exact hours when necessary for such matters as attendance at Board meetings, Employee's appointments, and other required meetings at the Park.
- Commencing March 1, 2026, Employee shall be paid a salary of fifty dollars and twelve cents (\$55.12) per hour paid in accordance with the District's payroll procedures.

- In the event District terminates Employee's employment, Employee will be entitled to severance pay in an amount equal to four (4) weeks' base salary.

Attachment:

- Amendment No. 1 to Agreement for Employment of District Administrator

**AMENDMENT NO. 1
CALWA RECREATION AND PARK DISTRICT
AGREEMENT FOR EMPLOYMENT OF DISTRICT ADMINISTRATOR**

This Amendment No. 1 to Employment Agreement (“Amendment No. 1”) is made and entered by and between **Calwa Recreation and Park District** (“District”) and **Eutimio (“Tim”) Chapa** (“Employee”).

RECITALS

WHEREAS, District and Employee entered an Employment Agreement (“Agreement”) effective November 28, 2023; and

WHEREAS, District and Employee desire to continue the employment relationship and to make certain modifications to the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants herein contained, the parties agree as follows:

SECTION 1. Section 2 titled “Term of Agreement” is amended to extend the term by two years.

SECTION 2. Subsection b of Section 4 titled “Duties and Responsibilities” is amended to read as follows:

- b. Employee will work three (3) days a week from Tuesday to Thursday. The general duty hours will be from 9:00 a.m. to 2:00 p.m. It is understood that additional days and times may be required. There will be flexibility on exact hours when necessary for such matters as attendance at Board meetings, Employee’s appointments, and other required meetings at the Park.

SECTION 3. Section 4 titled “Compensation” is amended to read as follows:

Commencing March 1, 2026, Employee shall be paid a salary of fifty dollars and twelve cents (\$55.12) per hour paid in accordance with the District’s payroll procedures.

SECTION 4. Subsection a of Section 10 titled “Severance Pay” is amended to read as follows.

- a. This severance pay provision in Section 10 of this Agreement in no way changes or modifies Employee's status as an at-will employee. In the event District terminates Employee's employment, Employee will be entitled to severance pay in an amount equal to four (4) weeks' base salary.

SECTION 5. Except as amended by this Amendment No. 1 to Agreement, all other terms in the Employment Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Employment Agreement on the day and year written below.

CALWA RECREATION AND PARK DISTRICT

Esmeralda Zamora, Board Chairperson

Date: _____

EMPLOYEE

Eutimio Chapa

Date: _____